

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

DATE: TUESDAY, NOVEMBER 2, 2021
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Jerry Robinson
Council President Debra Jones
Vice-President Marguerite Robinson
Councilmember Michael Cox
Councilmember Darfeness Hinds
Councilmember Elihu Ross

OTHERS:

City Manager Jackie Gorman
City Attorney Scott Walker
City Clerk Latricia Wright

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

ITEM – 2 – PUBLIC PARTICIPATION

ITEM – 3 – PROCLAMATION – MAYOR ROBINSON

ITEM – 4 – CONSENT AGENDA (pp 4-8)

- Council minutes from October 19, 2021

ITEM – 5 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER JACKIE GORMAN
- COUNCIL

ITEM – 6 – NEW BUSINESS –

A. WCAS PRESENTATION: TERRY BOVAIRD

B. RESOLUTION 2021-71: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE 2022 GENERAL MUNICIPAL ELECTION DATES AND PROCESS AND ESTABLISHING AN EFFECTIVE DATE. – CITY CLERK LATRICIA WRIGHT. (pp 9-11)

C. RESOLUTION 2021-72: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPOINTING THE CANVASSING BOARD FOR THE 2022 GENERAL MUNICIPAL ELECTIONS AND ESTABLISHING AN EFFECTIVE DATE. – CITY CLERK LATRICIA WRIGHT. (pp 12-14)

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

- D. RESOLUTION 2021-73: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE AN AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT, FDOT PROJECT NUMBER 431258-1-94-22 WILLISTON MUNICIPAL AIRPORT-DESIGN & REHABILITATE THE GA TRANSIENT APRON & CONSTRUCT TAXIWAY H CONNECTOR – AMENDMENT 3 FOR EXECUTION. – AIRPORT MANAGER BENTON STEGALL.(pp 15-24)
- E. DISCUSSION WITH POSSIBLE ACTION: REQUEST FOR YARD WASTE COLLECTION SCHEDULE CHANGE. – CITY MANAGER JACKIE GORMAN.(pp 25-26)
- F. DISCUSSION WITH POSSIBLE ACTION: CORNELIUS WILLIAMS PARK MASTER PLAN. – CITY PLANNER LAURA JONES.(pp 27-63)
- G. RESOLUTION 2021-74: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, APPROVING A SEALED BID AUCTION FOR SURPLUS PROPERTY OF VEHICLES 042, 072, 101, 132, AND SQUAD 72. – CHIEF DENNIS STROW.(pp 64-66)
- H. RESOLUTION 2021-75: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO ENTER IN TO AN AMENDED AGREEMENT WITH THE FLORIDA LEAGUE OF CITIES ADOPTING THE FLORIDA MUNICIPAL PENSION TRUST FUND DEFINED BENEFIT PLAN AND TRUST FOR THE POLICE OFFICERS OF THE CITY OF WILLISTON; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE AGREEMENT; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE. – DEPUTY CHIEF TERRY BOVAIRD. (pp 67-68)
- I. RESOLUTION 2021-76: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO ENTER IN TO A LAND LEASE AGREEMENT WITH CYPRESS AIRCRAFT SALES, LLC FOR A 1.012 ACRE TRACT OF LAND AT THE WILLISTON AIRPORT, AS DESCRIBED IN THE LAND LEASE; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE. – AIRPORT MANAGER BENTON STEGALL. (pp69-83)
- J. RESOLUTION 2021-77: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO ENTER IN TO A LAND LEASE AGREEMENT WITH THE WILLISTON COMMUNITY ANIMAL SHELTER FOR A 7.1 ACRE TRACT OF LAND AT THE WILLISTON AIRPORT, AS DESCRIBED IN THE LAND LEASE; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE. – AIRPORT MANAGER BENTON STEGALL. (pp 84-96)

ITEM – 7 – ANNOUNCEMENTS

ITEM – 8 – ADJOURNMENT

NEXT SCHEDULED COUNCIL MEETING NOVEMBER 16, 2021 AT 6:00 P.M.

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

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

<https://www.gotomeet.me/CityOfWillistonFL>

You can also dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (646) 749-3122
- One-touch: <tel:+16467493122,645230685#>

Access Code: 645-230-685

YouTube Link: <https://www.youtube.com/channel/UCKt1468kcNjBS2AYgOaBsRQ>

Clicking this link will enable you to see and hear the Council meeting.

Council Meeting Procedures for members of the Public

1. All cell phones to be turned off when entering the Council Chambers;
2. Once the audience has taken their seat and the meeting begins, there will be no talking between audience members during the course of the Council meeting. If anyone continues to talk within the audience and is called down 3 times during the course of the meeting, on the third time that person will be escorted out of the Council meeting;
3. The audience must be recognized by the President before being allowed to address the Council;
4. The member of the audience that is recognized will proceed to the podium, state their name for the benefit of the City Clerk, prior to offering comments on a given matter;
5. The audience member will be limited to not more than 5 minutes to speak based on Resolution 2012-07;
6. There will be no personal attacks made by any member in the audience toward a sitting Council member and no personal attacks made by any Council member toward a member of the audience;
7. There will be no conversation between a member of the audience that has been recognized and any other member of the audience when speaking while at the podium;
8. If an audience member wants to speak more than the allotted 5 minutes allowed then that person should make a request to City Hall so that the item may be placed on the agenda.

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

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

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

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

DATE: TUESDAY, October 19, 2021
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

President Debra Jones called the meeting to order at 6:00 PM.

ROLL CALL

MEMBERS:

Mayor Jerry Robinson
Council President Debra Jones
Vice-President Marguerite Robinson
Councilmember Michael Cox
Councilmember Darfeness Hinds
Councilmember Elihu Ross

OTHERS:

City Manager Jackie Gorman
City Attorney Scott Walker
City Clerk Latricia Wright - Absent

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Opening prayer and Pledge of Allegiance to the Flag was led by Mayor Robinson.

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

Vice-President Robinson moved to approve agenda as written. Councilmember Cox seconded. Motion carried 5-0 by saying "Aye".

ITEM - 2 - PUBLIC PARTICIPATION

None

ITEM - 3 - CONSENT AGENDA

Vice-President Robinson moved to approve consent agenda. Councilmember Ross seconded. Motion carried 5-0 by saying "Aye".

- Council minutes from October 5, 2021

ITEM-4-OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER JACKIE GORMAN
At Cornelius Williams Park, on October 26, 2021 from 3-6PM the Levy County Health Department is doing flu shots. Project updates were done and sent out to City Council.

- COUNCIL
Mr. Cox thanked the electrical crew for getting the City back online last Friday.
- BOARD OF ADJUSTMENTS/CODE ENFORCEMENT (NO UPDATES AT THIS TIME)
There is a meeting on Monday October 25, 2021.
- CRA
Ms. Laura Jones noted Mr. Nick Williams could not attend but he wanted to update that they are working on the Arcade on Block 12 conducting exploratory demolition.
- PLANNING AND ZONING
Ms. Laura Jones noted that Mr. Fuller was at a Convention and he wanted everyone to know the meeting is next Tuesday, October 26, 2021 and they will revisit the Cornelius Williams Park Plan.

B. DISCUSSION WITH POSSIBLE ACTION: 4TH OF JULY VENDOR AGREEMENT - COUNCIL PRESIDENT DEBRA JONES.

Council President Jones noted there were a few things that had changed in the contract. The fireworks display was changed from 10-12 min to 12-15 min. the deposit is no longer 100% it is now 50% due in April, and the rain delay was 11 am and is now 7PM. It is ready for approval if the Council is ready to accept. Vice-President Robinson moved to approve the contract. Councilmember Hines seconded. Motion carried 5-0 by saying "Aye".

C. DISCUSSION WITH POSSIBLE ACTION: CHRISTMAS TREE VENDOR IN BLOCK ZERO - COUNCIL PRESIDENT DEBRA JONES.

Council President Jones handed out a Temporary Commercial Permit for the Christmas Tree vendor (see attached). He would like to donate \$500 to the Williston Chamber of Commerce for the first year and \$1000 the next. He will need power and will pay for it. He would like to set up Dec. and stay until he runs out of trees or the 24th. He attached a map with a 20'x20' tent and 50'x50' parking lot. Mr. Travis Harvey is a co-worker for Mr. Foster. Vice-President Robinson asked if there would be a problem with Flamingo Freeze. Council President Jones said, "if we need to move the tent we can". Councilmember Hines asked where the tent should be moved. Vice-President Robinson moved to approve the contract. Council President Jones said they will leave it up to staff. Vice-President Robinson moved to approve the Christmas tree sales. Councilmember Cox seconded. Motion carried 5-0 by saying "Aye".

ITEM-5-NEW BUSINESS.

A. REVIEW OF AUGUST 2021 FINANCIAL REPORT – FINANCE DIRECTOR STEPHEN BLOOM

Finance Director Stephen Bloom presented the Financial Report through August 2021. This is an abbreviated report because next month he will be giving the Council an update on the 2020/2021 fiscal year end. Everything has come in better than budget. Overall the general fund through August is favorable. Included was sale of property and even without that the general fund did well. Spending was under budget through August, with some exceptions. Everything in blue is over budget but most of these are just a smidgen above.

Fire was over budget but there is addition revenue coming from the County.

Mayor Robinson, "Have we gotten the check back?" Mr. Bloom, "We have not, not through August". Mayor Robinson, "Did we get the first check though?" Mr. Bloom responded, yes. He mentioned we bill quarterly. Mr. Bloom will be showing the reports differently this next fiscal year to pinpoint each department better. Special events were over but the fireworks were in there. CC is over but the change in pay will be reflected in this 2022 budget. When the auditor presented the 2021 numbers, they said the reserves for the general fund were too low. Any surpluses will help replenish that. The Airport has a surplus of about \$72,000 through August. Don't forget that last year the Airport was breaking even through August, so this is really good. There is about a 24% increase year over year in fuel. This does not include the timber sales so this number will be even higher in September.

CRA has about \$471,000 and it is good to be able to keep increasing that.

The Utility Fund has an overall surplus of about \$243K that will be used for capital. Revenue is a little behind budget and September numbers will have some details and a slide for a 2- or 4-year trend. Spending was good. The important chart is the breakdown by utility service. Two utilities are not operating in the black, gas and trash. The key is water and sewer. About 4 years ago both of them were negative and we put a small increase over the year and over time it has shown the increase. The goal will always be for each one to carry their own weight. President Jones thanked the Department Heads for keeping expenses down and helping to make utilities more profitable.

B. DISCUSSION WITH POSSIBLE ACTION: AMENDMENT TO AND EXTENSION OF INTERLOCAL AGREEMENT - CROSSING GUARD. - CITY MANAGER JACKIE GORMAN.

City Manager Gorman explained this is an amendment that you see every year and they have done an amendment to keep up with the increase in minimum wage. They kept the amendment "at minimum wage" so it wouldn't have to be changed every year. Councilmember Hines moved to approve amendment. Vice President Robinson seconded. Motion carried 5-0 by saying "Aye".

C. RESOLUTION 2021-67: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, LEVY COUNTY, AUTHORIZING EXECUTION OF THE US DEPARTMENT OF TRANSPORTATION (US DOT) PIPELINE AND HAZARDOUS

MATERIALS SAFETY ADMINISTRATION (PHMSA) TECHNICAL ASSISTANCE GRANT (TAG) FOR GAS DETECTION AND PROVIDING AN EFFECTIVE DATE. – CITY PLANNER LAURA JONES

City Planner Jones is asking for approval to sign the TAG grant to move forward. Councilmember Cox moved to approve Resolution 2021-67. Councilmember Ross seconded. Motion carried 5-0 by saying “Aye”.

D. RESOLUTION 2021-69: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON FLORIDA APPROVING THE ASSIGNMENT OF LEASE AND ACCEPTANCE OF ASSIGNMENT BETWEEN ALTAIR AIRCRAFT LLC., MAURICE MYLEMANS AND THE AIRPORT AND IDENTIFIED AS HARD STAND 7: AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE EXTENSION; AND PROVIDING AN EFFECTIVE DATE. - AIRPORT MANAGER BENTON STEGALL.

Mr. Benton Stegall, Airport Manager presented this transfer of lease from Mr. Victor Espinoza who has recently sold a hanger and this is to finalize that. Councilmember Ross moved to approve Resolution 2021-69. Councilmember Hines seconded. Motion carried 5-0 by saying “Aye”.

E. RESOLUTION 2021-70: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE A PURCHASE ORDER FOR THE WILLISTON MUNICIPAL AIRPORT FOR TWO METAL BUILDINGS FOR EQUIPMENT STORAGE. - AIRPORT BENTON STEGALL.

Mr. Benton Stegall, Airport Manager presented the purchase of sheds. We have been working on this for a while and with timber sale money we would like to purchase sheds to put our trailers under a roof. President Jones asked where they are going to go. Mr. Stegall said they will be right across from A building T hangers. Vice President Robinson moved to approve Resolution 2021-70. Councilmember Hines seconded. Motion carried 5-0 by saying “Aye”.

Mr. Stegall wanted to remind everyone Sat. Oct. 23, at 2pm the Levy County Historical Society will have a presentation on the Montbrook Army Base and next Saturday, October 30, is the pig roast and fly-in.

F. DISCUSSION WITH POSSIBLE ACTION: WILLISTON MEMORIAL HOSPITAL. – MAYOR JERRY ROBINSON.

Mayor Robinson said a lot of people have been questioning about the grass. He went to talk to the tax office. The tax collector had received a phone call from the attorney for the “feds” and they cannot collect taxes or do anything at this time because of a pending lawsuit. I called the security exchange commission and there is suit pending and a trial scheduled for December. We will probably not get any response from the letters the board (Code Enforcement) has sent about cleaning up the hospital. Approximate costs based on use of inmates to clean it ourselves is a \$2,200 a month. Mayor Robinson said, “this is

coming up before the board at the next meeting here so they can start the fine on the property owners”.

He asked the Council if they want city workers to clean it up and take away from their work or get some estimates or do, they want it to be left alone and continue to get complaints from the residents. Mr. Ross asked where the venue for court will be. Mayor Robinson said federal court in Miami. President Jones asked, “how does the utility crew feel about it?” Mr. Donald Barber said he appreciates the additional staff and feel confident that we could take care of this. Councilmember Cox noted it’s getting cooler, and it shouldn’t have to be cut too much in the few months. Councilmember Hines where the amount came from. Mr. Barber gave a quote sheet with the breakdown. Councilmember Hines asked where the numbers come from. Mr. Barber explained. President Jones asked about charging for inmate labor. Mr. Barber said there is a rate, and the DOC does not have an issue with that. Council discussed. Councilmember Ross said it is a good idea for the public value. Mr. Terry Witt, Media, asked, “Are you talking about using city staff or inmates supervised by city staff?” President Jones and Mr. Barber confirmed they would use both.

Mr. Wayne Carson, Code Enforcement Officer, reminded Council that we don’t have written permission to go on the private property. Mr. Scott Walker, City Attorney, said he will talk to the tax collector, find out what the complaint is in the lawsuit and report back to staff. In a worst case scenario, there is an administrative warrant you can get at circuit court, but we will get it figured out.

The Council was in consensus to let the staff handled it.

ITEM – 6 – ANNOUNCEMENTS

Mr. Scott Walker, City Attorney, sponsored the Gainesville Quarterback Club Golf Tournament today.

Councilmember Cox said the utility drop box should be rethought as it is not deep enough and gets jammed. Mr. Barber said they will look into it. He also asked if there could be a call regarding power outages. This was discussed and will be revisited.

ITEM – 7 - ADJOURNMENT

With no further business Councilmember Ross moved to adjourn at 7:00. Councilmember Cox seconded. Motion carried 5-0 by saying “Aye”.

NEXT SCHEDULED MEETING NOVEMBER 2, 2021 AT 6:00 P.M.

Date: November 2, 2021

COUNCIL AGENDA ITEM

TOPIC: Resolution 2021-71: A Resolution of the City Council of the City of Williston, Florida, approving the 2022 General Municipal Election dates and process and establishing an effective date.

REQUESTED BY: CITY CLERK

PREPARED BY: CITY CLERK

BACKGROUND / DESCRIPTION: Approving the 2022 General Municipal Election dates and process.

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

APPROVED

DISAPPROVED

CITY COUNCIL RESOLUTION NO. 2021-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA APPROVING THE 2022 GENERAL MUNICIPAL ELECTION DATES AND PROCESS AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Williston requires biennial elections to fill expired terms of the City Council and Mayor per the established election cycle; and

WHEREAS, the City of Williston is bound to conduct the election process as required by Florida Statute.

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

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

Section 2. The City of Williston election date is established as Tuesday March 1, 2022, to fill the following seats: Mayor, Group D, and Group E.

Section 3. If any provision or portion of this resolution is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this resolution shall remain in full force and effect.

(Remainder of Page Intentionally Left Blank)

Section 4. This resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED by the City Council on the 2nd day of November, 2021.

CITY OF WILLISTON, FLORIDA

By: _____
Debra Jones, President

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Latricia Wright, City Clerk

By: _____
Scott Walker,
City Attorney

Date: November 2, 2021

COUNCIL AGENDA ITEM

TOPIC: Resolution 2021-72: A Resolution of the City Council of the City of Williston, Florida, appointing the Canvassing Board for the 2022 General Municipal Elections and establishing an effective date.

REQUESTED BY: CITY CLERK

PREPARED BY: CITY CLERK

BACKGROUND / DESCRIPTION: Appointing the Canvassing Board for the 2022 General Municipal Elections.

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

APPROVED

DISAPPROVED

CITY COUNCIL RESOLUTION NO. 2021-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA APPOINTING THE CANVASSING BOARD FOR THE 2022 GENERAL MUNICIPAL ELECTIONS AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Williston requires biennial elections to fill expired terms of the City Council and Mayor pursuant to the established election cycle; and

WHEREAS, the City of Williston is required to designate a Canvassing Board to canvass the votes in accordance with the City Charter and Florida Statute.

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

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

Section 2. The Resolution approves the prescribed Canvassing Board consisting of the Williston City Manager, the Williston Chief of Police, and the Williston Representative from the Levy County Board of County Commissioners; in addition to the designated alternate member Mr. Reggie Williams.

[Remainder of this page left blank intentionally]

Section 3. If any provision or portion of this resolution is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this resolution shall remain in full force and effect.

Section 4. This resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED by the City Council on the 2nd day of November, 2021.

CITY OF WILLISTON, FLORIDA

By: _____
Debra Jones, President

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Latricia Wright, City Clerk

By: _____
Scott Walker, City Attorney

Date: 11/02/2021

COUNCIL AGENDA ITEM

RESOLUTION 2021-73:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE AN AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT, FDOT PROJECT NUMBER 431258-1-94-22 WILLISTON MUNICIPAL AIRPORT - DESIGN & REHABILITATE THE GA TRANSIENT APRON & CONSTRUCT TAXIWAY H CONNECTOR - AMENDMENT 3 FOR EXECUTION.

**REQUESTED BY: BENTON STEGALL AIRPORT MANAGER
PREPARED BY: BENTON STEGALL AIRPORT MANAGER**

FISCAL IMPACTS: The city has entered into an agreement with FDOT and the FAA to rehabilitate the GA apron and construct a new taxiway. This project is 100% grant funded; however, the city does have to pay for the project up front and get reimbursed by both participating agencies. This project was a of this year's budget. This specific amendment increases the total project spending by \$209,000. Allowing for the taxiway connector to be completed.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

CONTRACT **RESOLUTION 2021-73** **MAP**
 LEASE **OTHER DOCUMENTS**

COUNCIL ACTION:

APPROVED
 DENIED

RESOLUTION NUMBER 2021-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE AN AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT, FDOT PROJECT NUMBER 431258-1-94-22 WILLISTON MUNICIPAL AIRPORT - DESIGN & REHABILITATE THE GA TRANSIENT APRON & CONSTRUCT TAXIWAY H CONNECTOR - AMENDMENT 3 FOR EXECUTION.

WHEREAS, the Department and the Agency on 5/11/2020 (date original Agreement entered) entered into a Public Transportation Grant Agreement (“Agreement”).

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

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

Amendment Description. The project is amended Design & Construction of the Williston Airport GA Transient Terminal Apron Rehabilitation to include the Taxiway connector, Lighting & signage -Additional funds being added.

- This amendment allows for an increase in the overall project by \$209,000 bringing the total to \$816,189
- This allows for the minimum bid on the connector taxiway from the Transient apron to taxiway D1, primarily servicing the T-hangers and allowing through traffic.

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

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

Section 2. The City Council hereby approves the amendment of to the public transportation grant agreement as described in

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

PASSED AND ADOPTED a meeting of the City Council this 2nd day of November 2021.

CITY OF WILLISTON, FLORIDA

BY: _____
Debra Jones, Council President

ATTEST:

Latricia Wright, City Clerk

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

Form 725-000-03
 STRATEGIC
 DEVELOPMENT
 OGC 11/19

Financial Project Number(s): <small>(Item-segment-phase-sequence)</small> 431258-1-94-22	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DDR,DPTO 215	FLAIR Category: 088719 Object Code: 751000,740100 Org. Code: 55022020228 Vendor Number: VF596000451013
Contract Number: G1L49	Federal Award Date:		Amendment No.: 3
CFDA Number: N/A	Agency DUNS Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

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

RECITALS

WHEREAS, the Department and the Agency on 5/11/2020 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

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

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

1. **Amendment Description.** The project is amended Design & Construction of the Williston Airport GA Transient Terminal Apron Rehabilitation to include the Taxiway connector, Lighting & signage-Additional Funding. The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656.

2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation**
- Seaports**
- Transit**
- Intermodal**
- Rail Crossing Closure**
- Match to Direct Federal Funding** (Aviation or Transit)
 (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other**

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- *Exhibit G: Financial Assistance (Single Audit Act)

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

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 11/19

- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is increased/ decreased by \$209,000 bringing the revised total cost of the project to \$816,189.

The Department's participation is increased/ decreased by \$209,000. The Department agrees to participate in the Project cost up to the maximum amount of \$516,189, and, additionally the Department's participation in the Project shall not exceed 63.24% of the total eligible cost of the Project.

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

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

AGENCY City of Williston

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

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

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Williston APT Rehab New GA Apron, TW Connector, Lighting & Signage

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Apron Rehabilitation/Reconstruction & Construct TW Connector: (Additional funds added to cover bids) As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or reconstruction (such as concrete, asphalt, rejuvenators, or sealants), joint construction, aircraft tie downs, pavement markings (removal & new), airfield lighting system and signage improvements (includes conduits, lights, conductors, cans, lightning protection and vault upgrades), drainage, and utilities, storm water structures, fencing, gates and sodding, including all materials, equipment, labor, and incidentals required to rehabilitate or reconstruct the apron pavement. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Williston APT Rehab New GA Apron, TW Connector, Lighting & Signage

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

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

F. Transit Operating Grant Requirements (Transit Only):

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

WILLISTON MUNICIPAL AIRPORT (X60)



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

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
431258-1-94-22	DDR	088719	2020	751000	55.004	Aviation Grant Program	\$34,089.00
431258-1-94-22	DDR	088719	2022	751000	55.004	Aviation Grant Program	\$26,666.00
431258-1-94-22	DPTO	088719	2021	740100	N/A	N/A	\$33,333.00
431258-1-94-22	DPTO	088719	2020	751000	55.004	Aviation Grant Program	\$96,434.00
431258-1-94-22	FAA	088719	2021	740100	N/A	N/A	\$300,000.00
431258-1-94-22	DDR	088719	2022	751000	55.004	Aviation Grant Program	\$209,000.00
431258-1-94-21	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$116,667.00
Total Financial Assistance							\$816,189

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$482,856.00	\$0.00	\$0.00	\$482,856.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$33,333.00	\$0.00	\$300,000.00	\$333,333.00	10.00	0.00	90.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$516,189.00	\$0.00	\$300,000.00	\$816,189.00			

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

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

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

Donna Whitney

Department Grant Manager Name

Signature

Date

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$516,189

*The award amount may change with amendments

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

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

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

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

Date: November 2, 2021

COUNCIL AGENDA ITEM

TOPIC: GFL - Request for Yard Waste Collection Schedule Change

PREPARED BY: Jackie Gorman, City Manager

BACKGROUND / DESCRIPTION:

Attached you will find a letter from Skip McCall, Govt. Contracts Manager for GFL. Currently GFL collects yard waste on Wednesdays. The attached request is to change the pickup date for yard waste to Friday. If approved this will take effect on 12-6-21.

LEGAL REVIEW: This does not require an amendment to the existing contract.

FISCAL IMPACTS: None

RECOMMENDED ACTION:

Staff recommends approval provided GFL provides information to our customers prior to this going into effect.

ATTACHMENTS: Letter dated 10-25-21 from Skip McCall, GFL

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

October 26th, 2021

Ms. Jackie Gorman – City Manager
City of Williston
50 NW Main Street
Williston, FL 32696

RE: Yard Waste Collection Schedule Change

Dear Ms. Gorman,

GFL Solid Waste Southeast, LLC is pleased to be providing residential and commercial municipal solid waste services to the City of Williston. Each day we strive to become stronger and more efficient during these unprecedented and challenging times. After review of our recent route audits, we have determined that switching the City's yard waste collection day to Friday would potentially be more beneficial for the City and GFL. Essentially the City's residential solid waste collection program will all be serviced on Fridays. GFL respectfully request to change the City's yard waste collection day from the current Wednesday route day to Friday. Should the City be in favor of moving forward with this initiative, GFL will work closely with the City to ensure a smooth transition is achieved.

Contingent upon City approval, GFL would like to implement this new change effective 12-6-2021.

GFL appreciates the continued support from City Staff and Elected Officials and would furthermore, appreciate the City supporting this request.

Thank you and we value our Public / Private Partnership!

Respectfully,

Skip McCall

Skip McCall
Govt. Contracts Manager
352-507-2029
smccall@gflenv.com

CITY COUNCIL AGENDA ITEM

November 2, 2021

TOPIC: Cornelius Williams Park Master Plan

REQUESTED BY: Laura Jones, City Planner

BACKGROUND / DESCRIPTION:

Cornelius Williams Park, located at 21000 NE 40th Street in Williston, Florida, was purchased by the City of Williston in 2004 to add green and recreational space to the City. The last sixteen (16) years have gone by fast and the park has become a central and essential area utilized by soccer teams, softball teams, basketball teams, and residents.

This Master Plan should be used as a guide, to pave a path forward for improvements at the Park. Friends of Cornelius William Park (FOCWP) has been formed as a not-for-profit from citizens who will assist the City of Williston's Park Department meet the goals in the Master Plan.

RECOMMENDED ACTION: Approve Cornelius Williams Park Master Plan

ATTACHMENTS: Cornelius Williams Park Master Plan

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**



Cornelius Williams Park Master Plan

Foreword

Cornelius Williams Park, located at 21000 NE 40th Street in Williston, Florida, was purchased by the City of Williston in 2004 to add green and recreational space to the City. The last sixteen (16) years have gone by fast and the park has become a central and essential area utilized by soccer teams, softball teams, basketball teams, and residents.

The potential for this park is endless. With 27 acres located right off of a main thoroughfare, it is centrally located for practical use for the City's residents.

The park was named after Williston resident, Mr. Cornelius Williams. The late Cornelius Williams began his education at Williston Vocational High School. He graduated and enrolled at Florida A&M University in Tallahassee, Florida graduating in the 1950's. He served in the US Army, was a member of the Masonic Family and the American Legion. He was Chairman of the Deacon Board at New Hope Missionary Church, President of the Friendly Choir's Union, spearhead the first Martin Luther King, Jr. parade and banquet in Williston. Mr. Williams was a math teacher at Williston Vocation High School until his retirement.

"The enjoyment of scenery employs the mind without fatigue and yet exercises it, tranquilizes it and yet enlivens it; and thus, through the influence of the mind over the body, gives the effect of refreshing rest and reinvigoration to the whole system."

FREDERICK LAW OLMSTED

Proper planning and implementation are essential to making this park, the City and its residents succeed. This plan has been drafted to continue providing excellent parks and recreational amenities within Williston, in keeping with the desires of the community and the City's Mission... "To Offer an Efficient, Affordable and Safe Place to Live, Work and Play!"

Cornelius Williams Park Master Plan
October 2021
Executive Summary

i



Executive Summary

The purpose of this plan is to create a road map for Cornelius Williams Park that includes continued development and maintenance and can be used for all of Williston's City parks in the future. The Planning and Zoning and Parks and Recreation Departments recognized the need for a plan that included park facilities, recreation programs, and financing.

This Master Plan contains five (5) goals believed to be essential for the City Council to implement over a total of the upcoming five (5) year period of time, with many of the recommendations sequenced to be completed within the first three (3) year period of this overall timeframe. The goals are as follows:

Goal #1 Accessibility and Safety

Per the City's Comprehensive Plan, access to recreation and open spaces shall be provided for the elderly, handicapped and very young.

Recommendations

1. The entrance from Highway 318 (NE 40th Street) should be improved to encourage use of the park from the surrounding neighborhood.
2. Additional parking should be created at the 318 entrance.
3. The parking area should have handicapped spaces and the spaces should be clearly delineated for maximum utilization.
4. Expand existing parking lot.
5. The Highway 27 entrance is extremely difficult to discern. Recommend adding signs on the highway and moving or enhancing the park sign at the entrance.
6. Information and rules signs at entrances to the park are vital and simple way of communicating with the park users.
7. A perimeter buffer (fence) is needed to separate the park from the car lot surrounding it. It is also needed for safety.
8. Create a "road" around the perimeter of the park so users can get around but do not drive through grass or sports areas.
9. There should be handicapped accessible sidewalks from the parking lot to the restrooms.
10. Install "Blue" emergency phones.
11. Install fire hydrants.
12. Install surveillance equipment.
13. Install additional restrooms.

Goal #2 Improvements

The City has created a park with astonishing size, uses, and potential uses. Below are necessary improvements to continue developing the park into a highly utilized green space.

Recommendations

1. Continue to improve the restrooms to minimize vandalism.
2. The garbage cans at the park are centrally located and remove the atmosphere near the picnic area. Place garbage can throughout park to ease of access.
3. Create a walking trail. A trail has not been created, even though it was one of the first improvements requested since acquisition.
4. Expand the playground.
5. Install a storage shed for sports equipment.
6. Install a maintenance shed.
7. Add a main event pavilion with storage area attached.
8. Install four small pavilions.
9. Additional lights would help utilize the park a bit later in the winter months when the weather is perfect but the sun sets earlier.
10. Install a horseshoe pit and/or pickleball court.
11. Upgrade basketball court and install a second court.
12. Add water fountains to playground, picnic and basketball areas.
13. Install a beach volleyball court.
14. Add "Brick Memorial" and flag pole.
15. Install benches throughout park.
16. Create a pet friendly zone.
17. Softball field improvements.
18. Add a concession building.
19. Add goal posts for football at the ends of the football/soccer fields.

Goal #3 Maintenance

A well maintained, clean and safe park is essential for residents to enjoy in their surroundings.

Recommendations

1. Maintain vegetation.
2. Maintain softball and baseball diamonds.
3. Maintain basketball courts.
4. Maintain restrooms.
5. Maintain parking lot.
6. Maintain playground.

Goal #4 Continuous Funding

Money is needed to fund the above recommendations but the benefits of a well-functioning and utilized park far outweigh the monetary costs.

Recommendations

1. Accept gifts and donations from all sources for non-acquisition types of efforts, along with creating programs to administer such activities, including defining incentives to encourage them.
2. Pursue all grants that are available from the myriad of resources at all levels, including local, State, and federal.
3. Use ad valorem taxes are a source of revenue for the City and other taxes such as utility and fuel are available for use for parks per the Comprehensive Plan.
4. "Rent" pavilions for event usage.

Goal #5 Recreational Activities

The City Parks and Recreation Department would like to offer a variety of programs, activities, and events for the residents of Williston.

Recommendations

1. Movies in the Park.
2. Adult Softball League.
3. Family Fun Events
4. Art and Craft Shows.
5. Reading in the Park Programs.



Table of Contents

Foreword.....	i
Executive Summary.....	ii
Background	1
Current Demand	1
Goals and Recommendations	2
Goal #1 Accessibility and Safety.....	2
Recommendations	2
Goal #2 Improvements	3
Recommendations	3
Goal #3 Maintenance.....	4
Recommendations	4
Goal #4 Continuous Funding.....	4
Recommendations	4
Goal #5 Recreational Activities	4
Recommendations	4
Comprehensive Plan	5
Challenges for the Future	5
Implementation	6
Community Engagement	6
Florida Recreation Development Assistance Program (FRDAP)	6
Budget.....	6
Five (5) Year Plan Timeline.....	7
Conclusion.....	7

Attachments

Attachment A - Safe Routes to Parks

Attachment B - How cities use parks to...Help Children Learn

Attachment C - How cities use parks for...Community Engagement

Attachment D - Site Map with Improvements

Attachment E - Site Map (Survey)

Attachment F – Maintenance Agreement Between Streets and Parks Department and Friends of
Cornelius Williams Park

Attachment G – Comprehensive Plan, Chapter 8, Recreation and Open Space Element



Background

City parks create a sense of place for residents. According to the American Planning Association (APA) parks create safer neighborhoods, help children learn and create community engagement. By reopening conversations with the community and other stakeholders we can further understand their needs and goals. This Master Plan is a blueprint that outlines the wants and needs of the community.

Current Demand

To date the City has improved Cornelius Williams Park with a Softball Field, Baseball Field, Playground, Soccer Field, Basketball Court, Lighting, and Restrooms. The amenities were well planned and are utilized by the community.

Facilities that were planned but not completed included a Walking Trail, Tricycle Trail, Improved Parking, Picnic Facilities, a Horseshoe Pit and Perimeter Fencing. Additional needs include accessibility, safety and community communication.

Sports Complex

As the park is deemed a sports complex, the following is desired:

1. Addition of a horseshoe pit.
2. Addition of beach volleyball court
3. Addition of softball dugout and benches for both teams
4. Addition of second basketball court
5. Addition of permanent bleachers for all sports except basketball
6. Addition of concession areas

Walking Trail

According to *AmericaWalks.org*, "Many doctors and other health professionals cite moderate physical activity, including walking, as a "magic pill" for excellent health. It can maintain the body's systems in good condition and reduce the risk of chronic illness. Good health is not the only benefit of walking. In fact, there is a broad range of individual and community benefits that accrue when people walk more often and when communities are designed to make walking safe, enjoyable, and convenient." A tricycle trail was originally planned for Cornelius Williams Park. According to local residents a walking trail is a more pressing amenity and due to budget restrictions, a walking trail is also more desirable so funds may be used elsewhere.

Improved Parking

The parking area should have handicapped spaces and the spaces should be clearly delineated for maximum utilization. A parking area at the Highway 318 entrance is desired. A road around the perimeter of the park, as it is almost 25 acres, is desired.

Picnic Facilities

According to the United States Access Board, "a picnic facility is a site, or a portion of a site, that is developed for outdoor recreational purposes and contains picnic units. A picnic unit is an outdoor space in a picnic facility that is used for picnicking and contains at least one outdoor constructed feature." Ideally, in Florida, a picnic facility should have a cover, for example a gazebo. At a minimum a picnic facility should be shaded.

Perimeter Fencing

When Cornelius Williams Park was first acquired by the City it was known the park abutted to privately owned land in Levy County. That land has since been utilized as used car lots and junk yards and these businesses are an eyesore when trying to enjoy yourself in a park setting. A fence or at the very least a landscape buffer should be installed to recreate the park-like environment desired when using the area.

The park is also surrounded by heavy vegetation where wildlife and people can hide and it gives a perception of an unsafe portion of the park.

Goals and Recommendations

This Master Plan contains four (4) goals believed to be essential for the City Council to implement over a total of the upcoming five (5) year period of time, with many of the recommendations sequenced to be completed within the first three (3) year period of this overall timeframe. The goal areas are as follows:

Goal #1 Accessibility and Safety

Per the City's Comprehensive Plan, "access to recreation and open spaces shall be provided for the elderly, handicapped and very young".

Recommendations

1. The entrance from Highway 318 (NE 40th Street) should be improved to encourage use of the park from the surrounding neighborhood.
2. Additional parking should created at the 318 entrance.
3. The parking area should have handicapped spaces and the spaces should be clearly delineated for maximum utilization.
4. Expand existing parking lot.

5. The Highway 27 entrance is extremely difficult to discern. Recommend using the Florida Department of Transportation Tourist Oriented Directional Signs for Florida Rural Communities program or some similar program to enhance signs on the highway and moving or enhancing the park sign at the entrance.
6. Information and rules signs at entrances to the park are vital and simple way of communicating with the park users. Parks hours, rules and very importantly the 911 address should be demarcated at the minimum, and a closed box with a calendar and local event flyers would add the highest degree value to the park entrances.
7. Add handicapped accessible sidewalk from the parking lot to the restrooms.
8. Create a "road" around the perimeter of the park so users can get around but do not drive through grass or sports areas.
9. A perimeter buffer is needed to separate the park from the car lot surrounding it. It is also needed for safety.
10. Install "Blue" emergency phones.
11. Install addition restrooms.
12. Install fire hydrants. These are desired due to the heavily wooded area around the park and the commonality of burning in those areas.

Goal #2 Improvements

The City has created a park with astonishing size, uses, and potential uses. Below are necessary improvements to continue developing the park into a highly utilized green space.

Recommendations

1. Improve the restrooms to minimize vandalism with automatic locks and vandalism resistant fixtures.
2. The garbage cans at the park are centrally located and remove the atmosphere near the picnic area. Create a buffered area for the garbage cans.
3. Create a walking trail. A trail has not been created, even though it was one of the first improvements requested since acquisition.
4. Expand the playground. *See Attachment B – How cities use parks to...Help Children Learn from the APA.*
5. Construct a storage shed for sports equipment.
6. Construct a storage shed for maintenance equipment.
7. Construct a large pavilion with a kitchen, restrooms and storage area for events.
8. Install four small pavilions. The park only has one tree for shade. Shade is essential in Florida and the park is sparsely utilized from May through September for this reason.
9. Additional lights would help utilize the park a bit later in the winter months when the weather is perfect but the sun sets earlier.
10. Install a horseshoe pit as outlined in acquisition FRDAP grant dated 2002-2003.

11. Upgrade the basketball court and install a second court.
12. Add water fountains at the playground, picnic area and basketball court.
13. Install a beach volleyball court.
14. Add a "Brick Memorial" patio with seating area and flag pole.
15. Addition of softball dugout and benches for both teams.
16. Install benches throughout the park.
17. Create a pet friendly zone.

Goal #3 Maintenance

A well maintained, clean and safe park is essential for residents to enjoy in their surroundings. A maintenance agreement between the City of Williston and Friends of Cornelius Williams Park will be created.

Recommendations

1. Maintain vegetation.
2. Maintain baseball diamond.
3. Maintain basketball courts.
4. Maintain restrooms.
5. Maintain parking lot.
6. Maintain playground.

Goal #4 Continuous Funding

Money is needed to fund the above recommendations but the benefits of a well-functioning and utilized park far outweigh the monetary costs.

Recommendations

1. Accept gifts and donations from all sources for non-acquisition types of efforts, along with creating programs to administer such activities, including defining incentives to encourage them.
2. Pursue all grants that are available from the myriad of resources at all levels, including local, State, and federal.
3. Use ad valorem taxes are a source of revenue for the City and other taxes such as utility and fuel are available for use for parks per the Comprehensive Plan.
4. Utilize user fees on the pavilions for maintenance funding.

Goal #5 Recreational Activities

The City Parks and Recreation Department would like to offer a variety of programs, activities, and events for the residents of Williston.

Recommendations

1. Movies in the Park
2. Adult Softball League

3. Family Fun Events
4. Art and Craft Shows
5. Reading in the Park Programs

Comprehensive Plan

According to the 2018 Comprehensive Plan Amendment, the inventory for Cornelius Williams Park is as follows:

Cornelius Williams Sports Complex (24 Acres)

- a. Multi-Purpose Sports Complex (Baseball, Football, Softball, Soccer)
- b. Basketball
- c. Walking Trails
- d. Playground
- e. Restroom Facilities

The Goals and Objects of Chapter 8, Recreation and Open Space Element, discusses developing and maintaining recreation facilities to meet current AND future population needs. Chapter 8 is included at Attachment G.

Challenges for the Future

2020 and 2021 have proved to be a challenging year for communities. With a national pandemic funds and participation at community projects have drastically declined. However, more events that are held outside have become desirable.

According to the National Recreation and Park Association, "An overwhelming nine in 10 Americans identify parks and recreation as an important service provided by their local government. This support spans across every segment of the population: by generation, race, ethnicity and household formation."

The ability to safely travel to and from their nearest local park, playground, open space or recreation center is also extremely important and a park will never thrive without safe access.

Funding is always a challenge even more so for a parks program. Maintenance funds are hard enough to come by, improvements are extremely difficult. The importance of parks must be prioritized.

Inadequate use is also a challenge but picnicking, walking, playground use, bird and wildlife viewing, etc. are all trending upwards and have been for the last few decades. People want to be outdoors they just want a safe comfortable setting.

Implementation

Community Engagement

According to the APA, "Community engagement is the process of working collaboratively with individuals and groups to achieve specific goals. For parks and open spaces, community engagement allows mayors and public officials to directly involve their constituencies in the ongoing design, planning, and management of these resources. This process results in informed and engaged residents that feel better connected to their communities."

A committee with community leaders to act as a liaison group and conduit of public opinion from the citizens of the City has been formed (Friends of Cornelius Williams Park). The committee can organize and coordinate projects and programs and direct improvements, secure funding, and amend and revise a general plan for all of the park in the City.

See Attachment C - *How cities use parks for...Community Engagement*.

Parks support community engagement by providing residents with a venue for participation in and attachment to their communities. They also provide a sense of place and offer essential life-enhancing qualities that aid community and individual well-being. By understanding the community benefits of parks, decision makers can develop constituencies that can sustain their urban park systems over time.

The implementation of this Master Plan should begin immediately, once adopted by the City Council.

Florida Recreation Development Assistance Program (FRDAP)

The City of Williston Grant Manager would like to apply for the 2023/2024 Florida Recreation Development Assistance Program (FRDAP) grant for the Cornelius Williams Park Improvements. The project must be for one of the three following categories: acquisition of land; for public outdoor recreational purposes, development and/or renovation of land for public outdoor recreational purposes, or construction and/or renovation of a public recreational trail. If an acquisition project receives a FRDAP grant, the applicant must use the funds within three (3) years.

Additional grants will be researched by City staff to supplement funding.

Budget

For the purposes of this Plan, a budget has not been prepared. Due to the fluctuation in materials and labor costs this budget is extremely preliminary and a more detailed budget for each project is needed before implementation.

Project	Estimated Budget
Goal #1 Accessibility	TBD
Goal #2 Improvements	TBD
Goal #3 Maintenance	TBD
Goal #4 Continued Funding	TBD
Goal #5 Recreational Activities	TBD

Five (5) Year Plan Timeline

Goal	Start Date	Due Date
Goal #1 / Phase I Accessibility	October 2021	October 2022
Goal #2 / Phase I, II, & III Improvements	October 2021	October 2025
Goal #3 Maintenance	October 2021	Ongoing
Goal #4 Continued Funding	October 2021	Ongoing
Goal #5 Recreational Activities	October 2021	Continuous

Conclusion

Recognizing the unique nature of the City of Williston, from its founding to the rural nature of the area, the City should rely heavily on resident input and partnering opportunities with a host of other governments, private, not-for-profit organizations, and other service providers was the best, and quickest, way to meet current and future residents' needs.

By October 2025, this Plan should be implemented and completed with the exception of Goals #3-5 (continuous) and new plan with new goals should be created.

Attachment A

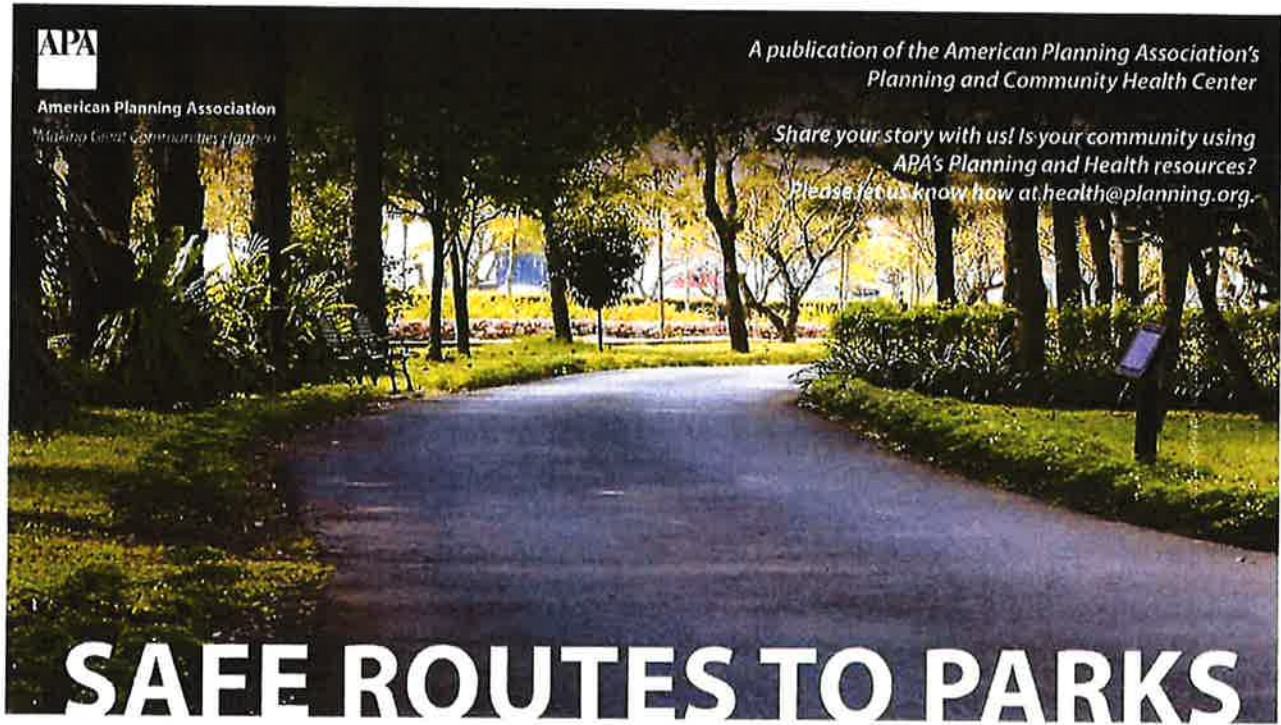
Safe Routes to Parks



American Planning Association
Making Great Communities Happen

A publication of the American Planning Association's
 Planning and Community Health Center

Share your story with us! Is your community using
 APA's Planning and Health resources?
 Please let us know how at health@planning.org.



SAFE ROUTES TO PARKS

Access to green space ties directly to a person's health and well-being—a connection now widely supported by evidence and accepted by policy makers. Today, ensuring access to green space for all people is a value that should be shared by every resident, community group, and government official. Planners can facilitate increased access to parks and green space through their jobs and community responsibilities. This fact sheet and accompanying web supplements address the unique role of city and regional planners in fostering an environment that establishes Safe Routes to Parks. Aimed at planning and parks directors and commissioners, this handout defines the concept of Safe Routes to Parks, outlines the plans, policies, and strategies that planners can pursue, and identifies examples of communities that are establishing Safe Routes to Parks.

Safe Routes to Parks refers to the infrastructure that facilitates access to parks through walking, biking, or transit.

Safe Routes to Parks represents a systems approach to increasing access to parks and open space that focuses on three inter-related parts:

The Park	Park Access	Infrastructure
The amenities, size, and location of the park are at the core of any systems approach	The entry and exit points to a particular park align with the natural paths and infrastructure that lead to the park.	The infrastructure within a half-mile or 10 minute walk of a park supports safe, attractive access via walking (for neighborhood parks) and/or biking (larger, more regional parks).

Planning's Role

The capacity of planners to write plans and develop strategies that influence policy uniquely positions the profession to facilitate safe access to parks and green space and support the usage of parks by all users, including children, the elderly, and those with physical disabilities. Through these strategies, planners improve health and well-being in the communities they serve.

www.planning.org/nationalcenters/health
 June 2015

Key Planning Strategies for Safe Routes to Parks

Assessment/Gap Analysis: Planning departments can gather localized data to identify infrastructure gaps in park access through mapping, GIS analysis, and tools such as policy and walkability audits, focus groups, and surveys.

The Park	Park Access	Infrastructure
Obtain objective, localized data to identify play deserts, demonstrated park inequities, underutilized parks, and which parks are preferred	Identify where people enter and exit a park using mapping, gap analysis, walkability surveys, and phone apps	Conduct focus groups, surveys, and mapping to analyze how a park can be accessed by walking, biking, transit, or automobile.
Best Practice: Objective, localized data informs data-driven decisions related to public investments, targeted programming, and improved intergovernmental coordination (including with the parks and recreation departments).		
Example: In Miami-Dade County, Florida, the parks department used public health data to identify which parks were surrounded by high rates of cardiovascular disease as well as bicycle and pedestrian accidents. This analysis enabled the city to target investment for both the park and the ¼ to ½ mile surrounding it. These infrastructure interventions are expected to increase pedestrian access within the park system by 50%.		

Siting: Plan-making, design guidelines, and development codes can guide the placement of parks and streets to increase park visitability and shorten routes to meet the needs of all residents.

The Park	Park Access	Infrastructure
Directly influence where new parks are located through local policy	Coordinate clear entry/exit points with adjacent infrastructure	Incorporate level of service standards for the infrastructure leading to the park
Best Practice: Incorporate and enforce siting policy through all governing land use documents to ensure coordination and support with all city departments for infrastructure that promotes pedestrian activity, is properly maintained, and follows desirable paths to park access points.		

Capital Improvement Program: The involvement of planners in the development of a local government's Capital Improvement Program (CIP) can influence the allocation of public dollars or priorities to infrastructure that improves residents' access and connectivity to parks and open space.

The Park	Park Access	Infrastructure
Aligning investment decisions with demonstrated need for particular parks acquisition, development, and/or renovation.	Using public health data to make decisions on prioritizing park access projects in the CIP.	Prioritizing investment and projects in the infrastructure that surrounds a specific park.
Best Practice: Use assessments and park master plans to inform the CIP so it coordinates public investment within the entire park shed (the park and infrastructure within a half-mile of the park)		

Partnerships: As collaborators and conveners, planners can facilitate intergovernmental coordination and partnerships between the public, private, and nonprofit sectors.

The Park	Park Access	Infrastructure
Utilize Memorandums of Understanding, Intergovernmental Agreements, and Shared Use Agreements to increase opportunities for outdoor play at schools, pocket parks, public spaces, and temporary spaces.	Coordinate and facilitate easements for convenient park access for bikes and pedestrians.	Coordinate with private sector, municipal public works and transportation departments, and nonprofit organizations to ensure efficient, barrier-free multi-modal routes to parks.
Example: In San Francisco, the Trust for Public Land, the RAND Corporation, and the city's Department of Public Health (SFDPH) are collaborating to increase usage of three parks in the underserved areas of the city. To date, renovations to these specific parks and their surrounding infrastructure has increased perceived safety in the area and been a driver for facilitating better utilization of neighborhood parks. This partnership has created synergies that leveraged each of these organizations' expertise to complement each other to generate designs for active parks and evaluation methods to inform future work and advance the field. SFDPH tools included the San Francisco Indicator Project, specifically indicators related to community demographics and public realm, the Pedestrian Environmental Quality Index, noise and air quality modelling, and analysis of pedestrian injuries and pedestrian routes to the parks.		

RESOURCES:

National Recreation and Park Association's Safe Routes to Parks Program: <http://www.nrpa.org/walking>

Trust for Public Land's Parks for People Program: <http://www.tpl.org/our-work/parks-for-people>

National Complete Streets Coalition's Resources: <http://www.smartgrowthamerica.org/complete-streets>

Safe Routes to Schools National Partnership's Resources: <http://saferoutespartnership.org/resourcecenter>

Attachment B

How cities use parks to...Help Children Learn

06

CITY PARKS FORUM
BRIEFING PAPERS

How cities use parks to...

Help Children Learn

Executive Summary

Childhood is a holistic process, different for each individual child. Many children do not learn effectively exclusively within a classroom. They need alternative, hands-on learning environments to match their varied learning styles.

Test-driven education mandates often do not emphasize children's emotional and social needs and opportunities for creativity. This limits the development of unique talents and the fulfillment of individual lives, and deprives society of practical, problem-solving intelligence.

City parks, greenways, and naturalized school grounds can be a crucial antidote to these unhealthy trends. They can motivate young people to learn through the natural environment (which includes learning about the natural environment), bringing environmental education into the mainstream of state-mandated instructional programs. The informal learning, non-formal programs, and formal instruction associated with parks can reinforce each other, enhancing academic achievement.

Key Point #1

City parks offer children the daily benefits of direct experience with nature—the motivation to explore, discover, and learn about their world and to engage in health-promoting, physical activity.

Key Point #2

City parks offer children a sense of place, self-identity, and belonging as an antidote to social alienation, vandalism, and violence.

Key Point #3

City parks engage children in informal, experiential learning through play and shared experiences with peers, laying the foundation for effective formal education.

Key Point #4

City parks provide a valuable resource for closing the educational achievement gap in communities.

Key Point #5

City parks offer a vehicle for children's participation in community development, citizenship, and democratic processes.

The City Parks Forum is a program of the American Planning Association funded by the Wallace Foundation and the Doris Duke Charitable Foundation.



American Planning Association

Making Great Communities Happen

KEY POINT #1:

City parks offer children the daily benefits of direct experience with nature—the motivation to explore, discover, and learn about their world and to engage in health-promoting, physical activity.

Like newborn animals, children are genetically predisposed to move, to explore the space around them, and to discover its contents. All parks offer physical activity and free-range learning. The richer the park environment, the richer the learning will be.

Parks are inherently attractive to children because they permit escape from the tight strictures of daily life. Located in urban neighborhoods, parks can offer every child the possibility of healthy physical activity—if networks of child-friendly, safe, accessible pathways connect homes with parks. Parks generously support the multitudinous repertoire of chase and rough-and-tumble games transmitted across the generations through childhood culture regardless of social class, ethnic background, or geography. Without opportunities to flourish, these traditions will die.

Childhood in the U.S. is in crisis. The latest Centers for Disease Control and Prevention (CDC) survey estimates that 15 percent of children 6 to 19 years old are overweight or obese. Among 2 to 5 year olds, 1 in 10 is overweight or obese.¹ Surprisingly, even in light of these frightening statistics, school districts across the country have been curtailing recess—or eliminating it altogether (www.ipausa.org).

Many children do not learn effectively exclusively within the four walls of classrooms. Additional, hands-on learning environments are required to match varied learning styles. This is particularly true of children with ADHD (attention deficit hyperactivity disorder) behaviors. An estimated 8 percent of children 3 to 17 years old have ADHD and other learning disabilities—and the numbers are still rising (probably because of improved diagnosis). Recent scientific research is beginning to demonstrate an intriguing health-promoting impact of everyday green space on child development—in particular on ADHD-like behavior.²

For the first time in history, childhood is torn between the tight space of television, couch, and computer screens, and the free-range spaces of the neighborhood: streets, school grounds, parks, greenways—and vacant lots (if they have not been "in-filled"). These spaces must be designed to be so attractive that they will help win the tug-of-war between sedentary indoor life and an active life outdoors.

KEY POINT #2:

City parks offer children a sense of place, self-identity, and belonging as an antidote to social alienation, vandalism, and violence.

To sustain multiple visits, city parks must be memorable, combining strong visual identity with striking, harmonious experiences. Recent research strongly suggests an association between experience of "nearby nature" (such as in a city park), and reduced rates of aggression for low income, inner-city populations.³

Chase Palm Park is the latest addition to **Santa Barbara's** park system. Adjacent to the beach, easily accessible to all residents, the park design contains artifacts and themes that create a physical identity based on the history of the site and its Pacific Ocean location.⁴ A full-size pod of whales spouting water appear to swim across a sea of grass. Children play with sand and water in a giant Nautilus shell created by a local artist.

Nonstandard play equipment commemorates an ancient shipwreck off the coast, its ship-like forms swarming with children. Colorful, adobe-like playhouses take the form of the City of Santa Barbara in miniature, set against a mural backdrop of the Santa Ynez Mountains. Sea caves, a lighthouse with kaleidoscope, fishing pier, and docks complete a permanent stage set for playing and learning.

Chase Palm Park is a fun place for all family members, who leave with lasting memories etched by the locally grounded design elements. These types of experiences live on in conversations at home, curricular activities at school, and during summer camp visits to the park. Its unique identity encourages repeat visits and deeper levels of learning, as children get older. Eventually, they will share memories with their own children.

KEY POINT #3:

City parks engage children in informal, experiential learning through play and shared experiences with peers, laying the foundation for effective formal education.

Children are motivated to learn when they can make their own discoveries outdoors. Computers can never substitute for hands-on, multi-sensory experiences that first fire up the mental circuits in young, inquiring minds. School parks are the most obvious places to stimulate these learning processes, but they must provide more than just additional sports facilities that serve a small minority of children.

Beginning in the 1970s progressive schools began to reconstruct and restore their school grounds as rich play and learning environments serving both school and neighborhood. The movement continues to this day in progressive school systems. In downtown **Berkeley, California**, Washington Elementary School teachers, parents, children, and local residents partnered with several local organizations, including the UC Berkeley campus, to create the Environmental Yard. An acre-and-a-half of featureless asphalt was replaced with a series of mini-ecosystems (wetland, stream, riparian woodland, redwood grove, meadow, and chaparral) reflecting the rich diversity of the San Francisco Bay region. Climbing structures and community gathering areas were also added. After school and during weekends it became a play space for all ages. During the summer, Berkeley Parks and Recreation play leaders and Project PLAE (Playing and Learning in Adaptable Environments) organized an array of arts and environment programs serving families citywide.⁵

The Yard model continues to be replicated in various forms in East Bay school systems (including Berkeley). The Martin Luther King Junior High School Edible Schoolyard is a well-known Berkeley example that links learning about health, nutrition, and food preparation directly to the hands-on gardening experiences.⁶

The model was recently replicated in **Cleveland, Ohio**, where the nonprofit organization ParkWorks partnered with the city schools, Cleveland Botanic Garden, and Kent State University's Urban Design Center to convert the 2 1/2-acre, barren asphalt yard of Orchard Elementary School into Orchard School Community Park, serving school and neighborhood. Children, teachers, parents, and neighbors all participated in the design.⁷ Cleveland schools and the city jointly funded the project (www.parkworks.org).

KEY POINT #4:

City parks provide a valuable resource for closing the educational achievement gap in communities.

Closing the Achievement Gap, a landmark study published in 1998, surveyed 40 K-12 schools in 13 states across the nation, all of whom used offsite open spaces to extend learning options for students.⁸ The results convincingly demonstrate the positive impact of hands-on learning opportunities, as measured by the standardized achievement scores of socially disadvantaged students.

Recognizing the value of urban open space as a motivator of children's learning through hands-on fieldwork, Partners for Environmental Justice (PEJ), in **Raleigh, North Carolina**, developed a master plan for the Walnut Creek Urban Wetland Educational Park. The magnificent 70-acre wetland/floodplain site bordering Walnut Creek is located adjacent to an African-American neighborhood in a previously politically underrepresented area of town. PEJ is based at an Episcopal church next to the site and partnered with nearby middle schools, the North Carolina Museum of Natural Sciences, and NC State University's College of Design to create a master plan. Many other community and educational interests were involved in a series of participatory design workshops to develop the design program and educational brief for the park, which was endorsed by the Raleigh Parks, Recreation and Greenways Advisory Board. The city has already connected the park to the Raleigh greenway system and has allocated funding for the design of an education center located on dry land in one corner of the site. Carnegie Middle School, across the street from the park, Ligon Middle School in the neighborhood, and Centennial Middle School on the Centennial Campus of NC State University (eventually to be connected to the park by a greenway) are all using the park as an educational resource.⁹

KEY POINT #5:

City parks offer a vehicle for children's participation in community development, citizenship, and democratic processes.

If children participate in the design of spaces in their neighborhood, they will value and respect them more fully. The international *Convention on the Rights of the Child* supports this democratic right of young people to be engaged, to be part of the process. (www.unicef.org/crc/crc.htm)

The Town of **Cary, North Carolina**, Parks, Recreation and Cultural Resources Advisory Board initiated the Kids Together Park because they felt the town should provide its citizens with a fully accessible, universally designed family recreation facility.¹⁰ The park was designed through a series of workshops with the participation of children, parents, and local stakeholders. Siblings represented children with developmental disabilities. A strong demand was made to retain natural features of the original site and to add many other natural elements to the design. The participatory process was so successful that a nonprofit organization was set up,

headed by two of the children who did much of the fundraising—and learned much in the process. They decided on the name "Kids Together" as an expression of the mission of the park as a place for all children, regardless of ability. Later in the process, a nonprofit, Cary Visual Art (CVA), participated in the addition of several playful "art benches" and a large sculpted play dragon named Katal (Kids Are Together at Last). Currently, CVA is producing a Kids Together Explorers educational kit, linking art, nature, and learning.

Kids Together Park has become a meeting ground for families, many of them intergenerational, extended, or visiting from out of town (a good criterion for a successful urban park). Multi-ethnic mixes of parents, who work mostly in the high tech, international industries of the Research Triangle Park, get together; swap parenting tips while their children play, and become included in the community.

Notes and Resources

1 Ogden, C., K. Flegal, M. Carroll, and C. Johnson, 2002. "Prevalence and Trends in Overweight Among US Children and Adolescents, 1999-2000." *Journal of the American Medical Association*, 288(14), 1728-1732.

2 Faber Taylor, A., F. Kuo, and W. Sullivan, 2001. "Coping with ADD: The Surprising Connection to Green Play Settings." *Environment & Behavior* Vol. 33(1): 54-77. Sage Publications, Inc.

3 See the following articles: Faber Taylor, A., F. Kuo, and W. Sullivan, 2002. "Views of Nature and Self-Discipline: Evidence from Inner City Children." *Journal of Environmental Psychology*, 22, 49-63. F. Kuo, and W. Sullivan, 2001. "Aggression and Violence in the Inner City." *Environment & Behavior*, 33(4), 543-571. N. Wells, 2000. "At Home with Nature: Effects of Greenness on Children's Cognitive Functioning." *Environment & Behavior*, 32(6), 775-795. A. Faber Taylor, A. Wiley, F. Kuo, and W. Sullivan, 1998. "Growing Up in the Inner City: Green Spaces as Places to Grow." *Environment & Behavior*, 30(1), 3-27.

4 Park designers were MIG, Inc., Berkeley, California, (www.migcom.com), with George Gervin Associates and local artists.

5 A full account of the Environmental Yard, how it was created, and its impact on the children, school, and neighborhood, is published as: R. Moore, and H. Wong, 1997. *Natural Learning: The Life History of an Environmental Schoolyard*. Berkeley, Calif.: MIG Communications.

6 See *The Edible Schoolyard*. 1999. Berkeley, Calif.: Learning for the Real World (Center for Ecoliteracy)

7 Orchard School Community Park was designed by McKnight and Associates, Landscape Architects, Cleveland, with the Natural Learning Initiative, NC State University (www.naturalearning.org) as facilitation and design consultants.

8 Lieberman, G. and L. Hoody, 1998. *Closing the Achievement Gap: Using the Environment as an Integrating Context for Learning*. San Diego, Calif.: State Education and Environment Roundtable.

9 The design program/master plan document for the Urban Wetland Educational Park can be downloaded from www.naturalearning.org.

10 Kids Together Park opened in June 2001, designed by Robin Moore (consultant); Little and Little, Landscape Architects, Raleigh, North Carolina; and Cline Design Associates, Architects.

Robin Moore, the author of this briefing paper, holds degrees in architecture (London) and urban planning (MIT). He is Professor of Landscape Architecture, and director of the Natural Learning Initiative (www.naturalearning.org), NC State University, Raleigh. His research and design activity is focused on childhood environments and ranges from play gardens to urban parks, neighborhoods, and cities. He is a principal in the design and planning firm of Moore Iacofano Goltsman (MIG), Berkeley, California. Contact information: robin_moore@ncsu.edu; 919-515-8344.

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Photo courtesy of Robin Moore.

Attachment C

How cities use parks for...Community Engagement

02

CITY PARKS FORUM
BRIEFING PAPERS



How cities use parks for...

Community Engagement

Executive Summary

Community engagement is the process of working collaboratively with individuals and groups to achieve specific goals. For parks and open spaces, community engagement allows mayors and public officials to directly involve their constituencies in the ongoing design, planning, and management of these resources. This process results in informed and engaged residents that feel better connected to their communities. While sometimes contentious, but more often productive and rewarding, community engagement is an essential ingredient of making successful urban open space.

Parks support community engagement by providing residents with a venue for participation in and attachment to their communities. They also provide a sense of place and offer essential life-enhancing qualities that aid community and individual well-being. By understanding the community benefits of parks, decision makers can develop constituencies that can sustain their urban park systems over time.

Key Point #1

Parks are one of the quickest and most effective ways to build a sense of community and improve quality of life.

Key Point #2

Parks provide places for people to connect and interact in a shared environment.

Key Point #3

Parks channel positive community participation by getting diverse people to work together toward a shared vision.

The City Parks Forum is a program of the American Planning Association funded by the Wallace-Reader's Digest Funds and the Doris Duke Charitable Foundation



American Planning Association

Making Great Communities Happen

KEY POINT #1:

Parks are one of the quickest and most effective ways to build a sense of community and improve quality of life.

Parks are one of the most effective methods available within the political term of a mayor to change the character and improve the image of a community. Park improvements are often quick and tangible actions for mayors and citizens, which can work in concert with other issues such as reducing crime, eliminating graffiti, or traffic management.

Eugene, Oregon: Parks and Community Gardens

Parks in this city are used to involve residents in a variety of civic and environmental activities. Eugene's Downtown Park Blocks host one of the community's signature events, the Saturday Market, which brings people together for clothing and jewelry shopping, for produce at the farmer's market, and for food and entertainment. People also go there to see other people, hang out, eat, and listen to the music. Eugene residents also "took back" Washington-Jefferson Park from drug dealers and prostitutes by working together in a community watch. They became organized over a period of a few months, and the park's turnaround occurred within a year of residents becoming involved. Washington-Jefferson Park now is used for various recreational activities, such as late-night basketball games, and community celebrations such as Eugene's Cinco de Mayo. (www.planeteugene.com/parks)

Minneapolis: Peavey Park Community Listening and Visioning Project In partnership with Mayor Sharon Sayles Belton and the Minneapolis Park and Recreation Board, Hope Community, Inc. led a community engagement process to bring about positive change to Peavey Park and the surrounding Phillips neighborhood. Issues common to urban parks, such as drugs, gangs, and gun violence, plagued the park's north end. Physical barriers included crossing major arterial streets for access and a barren, non-welcoming park landscape. The City Parks Forum provided grant money to enable Hope, in partnership with the city and park board, to assemble a group of community leaders to plan and conduct 18 community listening sessions revolving around Peavey Park and the Phillips neighborhood. Nearly 200 adults and children attended the sessions, conducted in several languages to allow the participation of the diverse ethnicity of the neighborhood. Next, Hope conducted several community visioning sessions. Working with an architect who attended both sessions, residents created a concept plan to revitalize their park. Following the 12-month process, community members, many of whom had never before attended a public meeting, presented their plan to the Minneapolis Park and Recreation Board. (mkeefe@hope-community.org)

KEY POINT #2:

Parks provide a focus for people to connect and interact in a shared environment.

Parks create a sense of place by connecting residents to one another and to their larger environment. City parks also provide residents with meaningful ways to express their concerns about the environment. They can physically reconnect communities to themselves by creating linkages or restoring historic connections broken by highways, sprawl, and poor planning decisions. Greenways, green streets, and linear parks are now widely used open space types (Smith and Hellmund 1993).

For example, a study by **Human-Environment Research Laboratory at the University of Illinois Urbana-Champaign** found that the more there is green space in inner-city neighborhoods, the more that common public spaces are used by residents (Kuo et al. 1998). The researchers found that relationships between neighbors are made stronger by the mere presence of vegetation. Compared to residents living near barren spaces, those closer to green spaces enjoy more social activities, have more visitors, know more of their neighbors, and have stronger feelings of belonging. They found that greener common areas facilitate the development and maintenance of stronger social ties.

Davis, California: Village Homes Village Homes is an ecological neighborhood with 242 single and multiple family houses located in the university city of Davis. The plan for the neighborhood emphasizes common open spaces designed, developed and managed by residents (Corbett and Corbett 2000). Post occupancy evaluation studies of the community show that people that live there have twice as many friends and three times more social contacts than residents in a nearby conventional neighborhood in Davis (Francis 2002). When first proposed in the late 1970s, the developers had difficulty securing financing for the project. Today, Village Homes is Davis' most desirable neighborhood with homes selling at \$10-\$25 per square foot premium in 30 percent less market time. (www.lgc.org/freepub/land_use/models/village_homes.html)

KEY POINT #3:

Parks channel positive community participation by getting diverse people to work together toward a shared vision.

The benefits of participation in the development of urban parks and open spaces include leading to a stronger sense of community (PPS 2000) and an increased sense of user or community control (Francis 1989). There are also many low cost and effective methods of community participation available including workshops, surveys, interviews, and observation (Hester 1990).

Yet participation does have risks and limits that need to be understood. Landscape architect Randy Hester suggests that participation sometimes leads to what he calls "participatory gridlock" where nothing is agreed upon or the resulting plans runs counter to established environmental or social goals. He suggests that to be effective, participation needs to be done with "a view"—a clear vision on the part of the city officials and designers of the desired future (Hester 1999). While this vision can be modified and enlarged by participants during the design and planning process, the city officials and designers need to be proactive in their approach (Francis 1999).

St. Louis, Missouri: Forest Park. Forest Park, dedicated in 1876, was host to the 1904 Worlds Fair and the 1927 homecoming celebration for Charles Lindbergh after his historic flight over the Atlantic. In need of updating and renovation, park planners with the significant involvement of a former Mayor Freeman Bosley, Jr., who had played in the park as a young child, developed a new Master Plan and vision for the park in the 1990s. More than 300 people attended an early meeting in 1993 to discuss plans for the park. The design process was "the mechanism for conflict resolution, public education, empowerment of stakeholders and citizens, and the recognition by the public of what constitutes design excellence" (Lewis 2000). (www.forestparkforever.org)

Oakland, California: Union Point Park. More than 1,000 community residents as well as 50 community organizations and local nonprofits from across Oakland contributed to developing a plan for this waterfront park. Part of the Fruitvale Recreation and Open Space Initiative (FROSI), the park is a partnership among the Spanish Speaking Unity Council, the Trust for the Public Land, and the University Oakland Metropolitan Forum. Fruitvale, the most densely populated district in Oakland, has one of the highest concentrations of children and the least amount of parks and open space. Union Point Waterfront Park proposes to transform a previous industrial site into a public, recreational waterfront serving the nearby Oakland neighborhoods and the surrounding region. The park plan includes three major design elements: a series of mounds, a pedestrian waterfront promenade, and public art to educate visitors about the surrounding community and its history. (www.unitycouncil.org/html/frosi.html)

New Orleans: Kid's Cafe Pocket Park. Mayor Marc Morial wanted to create a model for converting blighted, vacant lots in New Orleans into neighborhood assets. Using a CPF grant, Parkway Partners Inc., a partnership program of the community, set out to convert a vacant lot in the Central City neighborhood into a children's garden. Donated by a longtime resident and business owner, the lot they chose is near the Kids Café, a nonprofit project that provides inner-city children with free meals, nutrition education, and a safe environment. More than 50 volunteers joined together to build the garden. Through the collaboration of The Neighborhood Gallery, the Contemporary Arts Center, and local artists, a large mural was painted on the back wall of the garden and additional arts programs were developed. WDSU News Channel 6, another project partner, provided publicity for the program. A volunteer mentoring program, led by Parkway Partners' staff, teaches area youth about horticulture and life skills. Harvested produce is taken home by the children, taken to the Kids Café for preparation, or shared with senior citizens who visit the garden. (www.parkwaypartners.com)

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For an expanded discussion of this topic and further resources, contact the author, Mark Francis, FASLA, University of California, Davis. 530-752-6031, mofrancis@ucdavis.edu. He would like to thank Randy Hester, Marcia McNally, Stan Jones and Bill Thompson as well as several reviewers who provided useful comments while developing this briefing paper:

Cover photo: Kid's Café Pocket Park, courtesy of Parkway Partners, Inc., New Orleans

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Attachment D

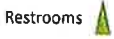
Site Map with Improvements

**Cornelius Williams
Park Improvements
Site Plan 2021**

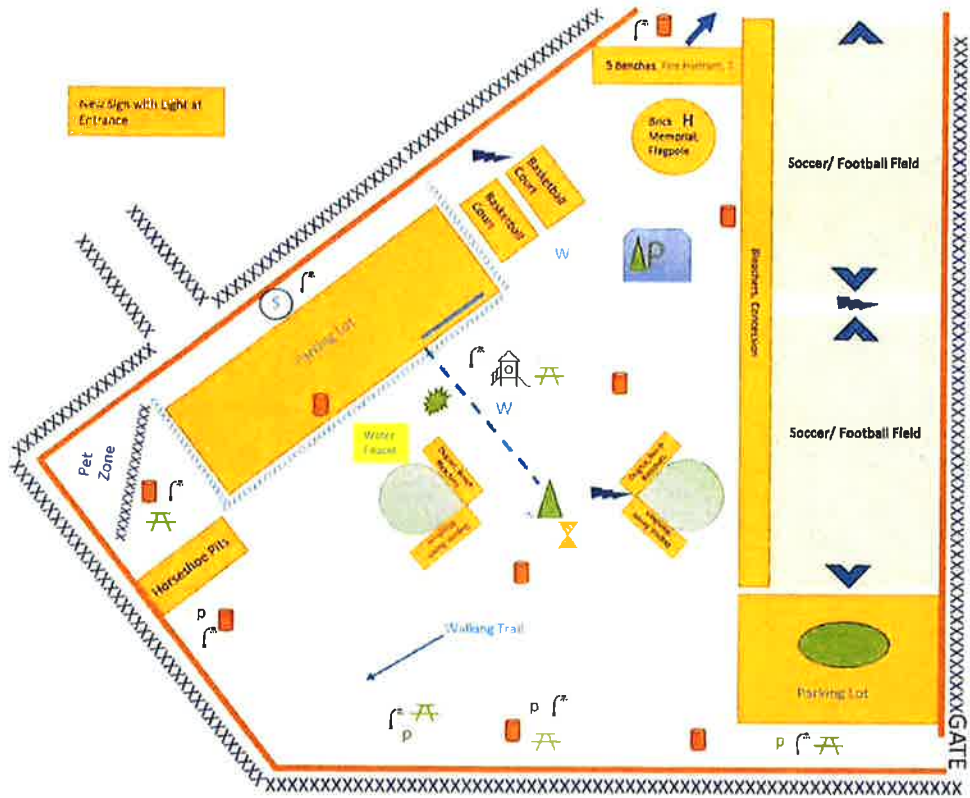
Key

- Phase I
- Phase II
- Phase III

- Walking Trail
- Handicapped Parking -
- Water Fountain - W
- Trash Can
- Sidewalk -
- Sign - S
- Storage Shed -
- Post and Wire Fence - XXXX
- Fence - XXXX
- Road with Rope Fence -
- Bench or Table -
- Solar Light -
- Stadium Light -
- Small Pavillion - p
- Large Pavillion - P
- Fire Hydrant - F



NOT TO SCALE



Improve
Entrance
Clear
Vegetation,
New Sign

Attachment E

Site Map (Survey)

Attachment F

Maintenance Agreement Between The City of Williston Streets
and Parks Department and Friends of Cornelius Williams Park

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Document To be created.

Attachment G

Comprehensive Plan, Chapter 8, Recreation and Open Space Element

Chapter 8 Recreation and Open Space Element

Goals, Objectives and Policies

Following a thorough review of the condition of existing facilities in Williston, a review of standards and their relationship to existing and future population, and a review of potential alternatives, a plan of action for recreation and open space has been selected for adoption by the City Council. This plan will be reviewed periodically and updated as necessary to reflect changes in facilities demand and funding sources.

This action plan consists of a broad goal statement, measurable objectives and implementing policies. Each objective will be implemented through adopted ordinances, resolutions or administrative action as may be appropriate to each policy. Unless otherwise stated, the entity responsible for each objective and/or policy is the City Council.

GOAL 1

Develop and/or maintain recreation facilities and acquire open space adequate to meet current and future population needs. .

Objective 1

Provide continued public access to identified recreation sites in a safe and efficient manner. To this end, public access points should involve pedestrian and bicycle access points.

Policy 1.1 All access facilities to the existing and proposed recreational sites of Williston are state, County or City maintained. Repairs and/or improvements shall be made as needed. This policy insures compliance with the state requirements of providing and maintaining public access to all recreation sites.

Policy 1.2 The City shall develop a Recreation and Open Space Master Plan to assist with master planning parks at a system wide level, site planning for parks or recreation facilities; or operational/maintenance planning of existing parks.

Policy 1.3 Utilize a part-time Recreation and Open Space Manager to best optimize the use of municipal facilities for public purposes and to increase the opportunities for adult and youth recreation programs in the City..

Objective 2

Coordinate public and private resources to meet recreation demands through the activities of the Williston Planning Commission.

Policy 2.1 The City Council should continue to obtain and evaluate grants that can be utilized to continue the beautification of Williston parks and recreational facilities through upgrades or new construction.

Policy 2.2 The City will continue to increase recreation activities. A high priority should be placed on upkeep and maintenance of recreation facilities.

Policy 2.3 Williston's parks are used not only by City residents, but by the school systems and County residents alike. Because of this arrangement, the City should strive to enter into an interlocal agreement with the County to help fund Williston's parks.

Objective 3

Continue to ensure that parks and recreation facilities are adequately and efficiently provided.

Policy 3.a The Williston City Council hereby adopts Level of Service standards for recreation in accordance with state standards. As needed, the City shall modify such standards pursuant to local needs.

Policy 3.1 Expand and upgrade existing park facilities.

Policy 3.2 The City will implement the recreation standards through the subdivision regulations, including possibly either land dedication or an impact fee payment.

Policy 3.3 Maintain and improve existing pocket parks. These parks, because of their size and facility limitations, should receive the lowest priority for expansion and improvement.

Policy 3.4 Future facility needs will be met by providing facilities according to changes in the population base or funding conditions.

Policy 3.5 The City shall continue to forge a working relationship with the University of Florida to study the enhancement of the City's recreation and open space facilities.

Objective 4

The City shall continue to ensure the provision of open space by public agencies and private enterprise through the zoning ordinance and subdivision regulations.

Policy 4.1 Open space, which is defined as undeveloped lands suitable for passive recreation or conservation uses, is not a problem at this time since large amounts of private land remain undeveloped. However, mechanisms shall be made available to maintain usable open space in the future. An open space standard of ten (10) acres per 1,000 population is the locally adopted policy. Mandatory dedication of open space shall be required in new subdivisions through the subdivision and/or Land Development Regulations and shall include the above open space definitions and standards for all new developments and redevelopments.

GOAL 2

Promote the cultural arts to meet the needs of current and future populations.

Objective 1

The City shall enhance arts and cultural programming for residents and visitors.

Policy 1.1 The City Council shall support the creation of a Civic Arts Commission to promote cultural arts activities. The Civic Arts Commission may oversee the following activities in Policies 1.2 below.

Policy 1.2 The City Council could empower the Civic Arts Commission to implement a comprehensive art program which could include:

- a. Developing a city-wide public art master plan that identifies where opportunities for temporary and permanent art exist, preferred themes and preferred media.
- b. Hosting a signature festival of the arts to feature arts and culture which could serve a variety of community interests and raise cultural arts awareness;

- c. Identifying existing or proposed space available for a Community Center for cultural arts events;
- d. Supporting the temporary re-use of vacant and/or underutilized building facades for art exhibitions and murals.
- e. Exploring innovative public and private funding opportunities for public art.

Objective 2

The City shall expand arts learning opportunities to match the needs to residents of all ages.

Policy 2.1 The City Council shall encourage city arts class offerings beyond an introductory level to include sequential and related offerings to encourage deeper engagement from beginner to advanced.

Policy 2.2 The City shall support Civic Arts programming partnerships with the public library and Levy County School District.

Objective 3

The City shall celebrate cultural diversity and enhance connections among disparate populations within the City, including diverse racial/ethnic groups and ages.

Policy 3.1 The City should consider events that place an emphasis on diversity in arts and cultural programs.

Date: November 2, 2021

COUNCIL AGENDA ITEM

RESOLUTION 2021-74: Approving to classify vehicles #042, # 072, #101, #132 and Squad 72 as surplus property and approving a sealed bid auction.

REQUESTED BY: Chief Dennis Strow & Chief Lamar Stegall

PREPARED BY: Admin. Assistant Brooke Willis

BACKGROUND / DESCRIPTION: Vehicles #042, #072, #101 and #132 are patrol vehicles with higher mileages and are no longer used for fleet vehicles. Squad 72 requires the replacement of a new motor, EGR and turbo that would cause a financial burden. Based on the condition of all vehicles it would be in the bests interested of the Agencies to surplus all vehicles.

LEGAL: REVIEW: N/A

FISCAL IMPACTS: As indicated in the reports provided.

RECOMMENDED ACTION: Approve Resolution 2021-74 Declare vehicle #042, #072, #101, #132 and Squad 72 as surplus property and approve a sealed bid auction.

ATTACHMENTS:

CONTRACT **RESOLUTION** **MAP**

LEASE **OTHER DOCUMENTS**

CONSULTANT OR PARTY TO ACTION HAS BEEN NOTIFIED

COUNCIL ACTION:

APPROVED

DISAPPROVED

RESOLUTION NUMBER 2021-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, APPROVING A SEALED BID AUCTION FOR SURPLUS PROPERTY OF VEHICLES 042, 072, 101, 132 AND SQUAD 72.

WHEREAS, The Williston Fire Department has determined that vehicle #042, a 2004 Ford Crown Victoria VIN 2FADP71W05X144292 is no longer needed for agency use due to the vehicle age and maintenance required,

WHEREAS, The Williston Police Department has determined that vehicle #072, a 2007 Ford Crown Victoria VIN 2FAFP71W17X117931 is no longer needed for agency use due to the vehicle age and maintenance required,

WHEREAS, The Williston Police Department has determined that vehicle #101 2001 Ford Crown Victoria VIN 2FABP7BVXAX111458 is no longer needed for agency use due to the vehicle age and maintenance required,

WHEREAS, The Williston Police Department has determined that vehicle #132 2013 Dodge Charger VIN 2C3CDXAG6DH701203 is no longer needed for agency use due to the vehicle age and maintenance required,

WHEREAS, The Williston Fire Department has determined that Squad 72 a 2008 F550 VIN 1FDAX57R58EB08349 that requires a new motor, EGR and turbo, which is more of a financial burden to repair,

WHEREAS, The Williston Police and Fire Department wishes to conduct a sealed bid auction to dispose of said vehicle.

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

SECTION 1. APPROVAL. Vehicles #042, #072, #101, #132 and Squad 72, is no longer needed for agency use and it is hereby authorized to conduct a sealed bid auction for vehicles.

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

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PASSED AND ADOPTED this 2nd day of November 2021.

CITY OF WILLISTON, FLORIDA

ATTEST:

Debra Jones, President
City Council

Latricia Wright, City Clerk

Date: 11/2/2021

COUNCIL AGENDA ITEM

RESOLUTION 2021-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO ENTER IN TO AN AMENDED AGREEMENT WITH FLORIDA MUNICIPAL PENSION TRUST FUND, TO BE KNOWN AS THE RETIREMENT PLAN AND TRUST FOR THE POLICE OFFICERS OF THE CITY OF WILLISTON, REPLEALNG ALL RESOLUTIONS IN CONFLICT, AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: JACKIE GORMAN, CITY MANAGER

BACKGROUND/DESCRIPTION:

The proposed amended Agreement is with the Florida League of Cities and represents the full-time Police Officers of the City of Williston. This Agreement amends the Agreement adopted on September 9l, 2014 and the proposed changes are identified by cross out and underlining. The main change is the vesting from 10 years to 6.

FISCAL IMPACTS: Steven Bloom, Finance Director, has verified that all changes have been reflected in the budget.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

XX AGREEMENT XX RESOLUTION 2021-75
___ MAP ___ LEASE OTHER DOCUMENTS

COUNCIL ACTION:

___ APPROVED
___ DENIED

RESOLUTION NUMBER 2021-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO ENTER IN TO AN AMENDED AGREEMENT WITH THE FLORIDA LEAGUE OF CITIES ADOPTING THE FLORIDA MUNICIPAL PENSION TRUST FUND DEFINED BENEFIT PLAN AND TRUST FOR THE POLICE OFFICERS OF THE CITY OF WILLISTON; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE AGREEMENT; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston has agreed to amend the Florida Municipal Pension Trust Fund Defined Benefit Plan and Trust Agreement dated September 9, 2014, for those employees who shall qualify as participants, to be known as the Retirement Plan and Trust for the Police Officers of the City of Williston; and

WHEREAS, it is in the best interest of the City of Williston that the City Council of the City of Williston to amend the Agreement with the Florida League of Cities.

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

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

Section 2. The City Council hereby approves the amended Agreement between the City of Williston and Florida League of Cities and authorizes the Council President to execute all documents required to effectuate such.

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

PASSED AND ADOPTED a meeting of the City Council this 2nd day of November, 2021.

CITY OF WILLISTON, FLORIDA

BY: _____
Debra Jones, City Council President

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Latricia Wright, City Clerk

S. Scott Walker, City Attorney

Date: 11/2/2021

COUNCIL AGENDA ITEM

RESOLUTION 2021-76:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO ENTER IN TO A LAND LEASE AGREEMENT WITH CYPRESS AIRCRAFT SALES, LLC FOR A 1.012 ACRE TRACT OF LAND AT THE WILLISTON AIRPORT, AS DESCRIBED IN THE LAND LEASE; REPEALNG ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: BENTON STEGALL AIRPORT MANAGER
PREPARED BY: BENTON STEGALL AIRPORT MANAGER

FISCAL IMPACTS: This lease will allow Cypress Aircraft Sales, LLC to lease a piece of property on airport land for a reduced fee in exchange for their work to provide enhancements to the property.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

CONTRACT RESOLUTION 2021-76 MAP
 LEASE OTHER DOCUMENTS

COUNCIL ACTION:

APPROVED
 DENIED

RESOLUTION NUMBER 2021-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO ENTER IN TO A LAND LEASE AGREEMENT WITH CYPRESS AIRCRAFT SALES, LLC FOR A 1.012 ACRE TRACT OF LAND AT THE WILLISTON AIRPORT, AS DESCRIBED IN THE LAND LEASE; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston has been in discussion with the Cypress Aircraft Sales, LLC regarding lease of a certain tract of land at the Williston Municipal Airport.

WHEREAS, it is in the best interest of the City of Williston that the City Council of the City of Williston enter into a lease agreement with Cypress Aircraft Sales, LLC.

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

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

Section 2. The City Council hereby approves the lease agreement between the City of Williston and Cypress Aircraft Sales, LLC and authorizes the Council President and Airport Manager to execute all documents required to effectuate such.

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

PASSED AND ADOPTED a meeting of the City Council this 2nd day of November, 2021.

CITY OF WILLISTON, FLORIDA

BY: _____
Debra Jones, City Council President

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Latricia Wright, City Clerk

S. Scott Walker, City Attorney

LAND LEASE AGREEMENT
CONSTRUCTION - NO FINANCING

LESSOR:
City of Williston, Florida
P.O. Box 150
Williston, FL 32696

LESSEE:
Cypress Aircraft Sales, LLC
1397 W Lakeshore Dr
Clermont, FL 34711

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

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

WHEREAS, Cypress Aircraft Sales, LLC, ("the Lessee"), is desirous of leasing a certain parcel at the said airport as is hereinafter described for the purpose of aircraft storage and maintenance;

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

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

Description: (by surveyor) Cypress Aircraft Lease Williston Airport

A parcel of land lying in Section 12, Township 13 South, Range 18 East, Levy County, Florida; within the Williston Municipal Airport lying parallel with Taxiway Alpha; being more particularly described as follows:

Commence at the Southwest corner of said Section 12 and run thence South 89°41'14"East, along the South line of said Section, a distance of 695.84 feet to the centerline of said Taxiway Alpha; thence North 45°07'57"East, along said centerline, a distance of 466.30 feet; thence North 44°52'03"West, a distance of 110.00 feet to the Point-of-Beginning of the herein described lease; said point lying North 02°04'48"East, a distance of 1065.87 feet from Primary Control Point "Willport 1989" being a 1/2" steel rod in hinged casing; thence North 44°52'03"West, a distance of 210.00 feet; thence North 45°07'57"East, a distance of 210.00 feet; thence South 44°52'03"East, a distance of 210.00 feet; thence South 45°07'57"West, a distance of 210.00 feet to the said Point-of-Beginning.

Containing 1.012 Acres, more or less.

It is the responsibility of the Lessee, at the Lessee's sole expense, to satisfy itself, prior to the execution of this Agreement, as to the title and condition of the Premises including, without limitation, title to the Premises, matters of record in the Official Records, of Levy County, permitted land uses, zoning codes, building regulations, height limitations, setbacks, applicable building codes, permits, soil conditions, and

environmental conditions. Lessor makes no warranties or representations to the Lessee, and the Lessee agrees the Lessor has made no warranty or representation respecting the condition of the Premises, or applicable zoning laws and regulations, or applicability of the uses contemplated by the Lessee, or environmental conditions, or any matters which a current survey would disclose, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein. Lessee further acknowledges it has had adequate opportunity to inspect the Premises hereunder prior to entering into this Agreement or has made adequate provision herein. Accordingly, the taking of possession of the Premises by the Lessee shall be conclusive evidence that the Premises were in good and satisfactory condition when possession was taken by Lessee.

2. **TERM:** The initial term of this Lease shall be thirty (30) years commencing on January 1, 2022, and ending at midnight, December 31, 2052. Should the Lessee hold over beyond the initial term or any renewal term without further extension of the term in accordance with the renewal terms of this lease, then the Lessee shall become a month to month tenant in accordance with law and upon the terms and conditions of this lease.
3. **RENT:** The rent for the first year of the initial term of this lease shall be \$3526.62. The rent shall be paid monthly, in advance, in the amount of \$ 293.88 per month, together with all applicable sales tax. The rent for the initial and any renewal and hold over terms shall be adjusted each year on the annual anniversary date of the lease by multiplying the rent for the prior year by the percentage increase or decrease in the composite Consumer Price Index for the most recent prior twelve months, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The rent shall be delivered by U.S. mail, addressed to City of Williston, Post Office Drawer 160, Williston, Florida 32696, or hand delivered to City Hall, 50 N.W. Main Street, Williston, Florida during regular business hours, and shall be considered paid upon receipt by Lessor. All payments required to be made by Lessee to Lessor pursuant to the Lease shall be deemed additional rent. Lessee will be eligible to receive an abatement from Lessor of up to seventy-five percent (75%) of the monthly rent. This abatement will be based on total infrastructure enhancements and/or additions made to the property by Lessee during the lease term. To qualify for this abatement, Lessee will provide invoices to the City of Williston [INDIVIDUAL AND ADDRESS] on a monthly basis to ensure Lessee qualifies for such abatement based on profit margins.
4. **NOTICES:** All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served by certified mail, return receipt requested, to Lessor, City of Williston at P.O. Drawer 160, Williston, Florida 32696-0160 and to Lessee, Gainesville Aircraft Sales, Inc. at 10905 SW 27th Avenue, Gainesville, FL 32608, or to such other address as Lessor or Lessee may by writing to the other so designate. Notice to Lessee may also be served by personal delivery.
5. **WARRANTIES OF TITLE AND QUIET POSSESSION:** The Lessor covenants that Lessor is seized of the demised premises and owner in fee simple thereof with the full right to make this Lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the demised premises during the term hereof.

6. **USES ALLOWED AND PROHIBITED**: The Lessee shall use the Premises only for the following purpose: aircraft storage and maintenance. The Lessee shall not use or permit the Premises or any part of the Premises to be used for any unauthorized or unlawful purpose, or for any purpose other than as set forth above.
7. **COMPLIANCE WITH LAWS**: During the term of this Lease, the Lessee shall comply with all ordinances, statutes, laws, rules and regulations of the City of Williston, State of Florida and the U.S. Government, breach of which shall be cause for cancellation of this Lease. The Lessee shall abide by all applicable regulations as set forth in Chapter 12 of the City Code of Ordinances, together with any future amendments to said ordinance. The Lessee shall at all times maintain all required licensing and permits. The violation of any provision of the said ordinance, as evidenced by a final determination by the City's code enforcement board or a court of law, shall be conclusively deemed a default under this lease and shall not be subject to the notice requirements or cure provisions set forth in the default section of this lease. The Lessee further covenants that the said premises shall not be used for any purpose which might cause forfeiture of the Lessor's title to the said premises.
8. **CONSTRUCTION**: The Lessee, at its sole cost and expense, does covenant and agree with the Lessor that it shall construct upon the said premises a building for its use, said building to consist of approved construction that will comply with the Florida Building Code and with all code requirements of the City of Williston; and said construction shall be built in a good and workmanlike manner by a properly licensed Florida contractor, the construction shall be free and clear of any and all liens or encumbrances of whatsoever kind and nature. Lessee shall provide proof of applicable builder's risk insurance coverage during the construction period, and until a Certificate of Occupancy is issued.
9. **PRIOR TO CONSTRUCTION**: It is understood and agreed by and between the parties hereto that the Lessee shall be responsible for any and all site preparation, clearing, paving, utilities and removal of fences and reconstruction thereof if the same is necessary; that the Lessee shall also furnish to Lessor, for its approval prior to construction, site plans, building location, architectural prints and other information concerning and including plans for the construction.
10. **COMPLETION OF CONSTRUCTION**: The Lessee covenants and agrees that the construction of the said building shall commence within sixty (60) days and be completed within 365 days thereafter. In the event the construction is not completed as contemplated herein, and the Lessor does not find that the Lessee has encountered a hardship, this lease shall become null and void and the rentals due shall be paid and the rentals paid shall be forfeited. Further, the Lessor shall not be unreasonable in its determination of Lessee's claim of a hardship.
11. **SIGNS**: Except with the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior of the demised premises or within the demised premises that are visible from outside such premises.
12. **LESSORS RIGHT OF ENTRY**: The Lessee at all times shall permit Lessor or its agents to enter into and upon the premises and buildings for the purpose of inspecting the same.

13. **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.
14. **RIGHT OF WAY USE**: Subject to reasonable regulations imposed regarding airport access, Lessor grants to Lessee, its employees, agents, suppliers, customers and invitees, a non-exclusive right during the term of this Lease, the right of way for ingress and egress, through the nearest airport access gate to the leasehold.
15. **OTHER RIGHTS RESERVED BY LESSOR**: In addition to all rights reserved by Lessor in and to the demised premises, Lessor expressly reserves the right to further develop or improve any area of the airport and its industrial parks, as the Lessor deems proper, regardless of the desires and views of the Lessee and without interference or hindrance; maintain and keep in repair, but without obligation to Lessee, the airport and industrial parks of the airport and all publicly owned facilities of the airport; and take any action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent the Lessee from conducting any practice that may be detrimental to the airport and industrial parks which in the opinion of the Lessor would limit the usefulness of the airport and its industrial parks or constitute a hazard to such.
16. **UTILITIES**: The Lessee agrees to pay all charges for any and all utilities in or about the premises whether the same be telephone, electricity, water, sewer, gas or the like. Lessee further agrees that if, at any time during the term of this lease agreement, the City commences providing City utility services to the airport property, the Lessee will purchase such utility services from the City. Lessee further agrees to take delivery of all City of Williston utilities when each utility service is made available. At the option of Lessee and upon Lessor's concurrence, Lessee may choose to have the Lessor provide all City utility services to the leased premises as a part of the rent payment pursuant to paragraph 3 hereof. If Lessee chooses this option, Lessor shall adjust each month's rent to Lessee so as to reimburse Lessor for its cost of providing such City utility services, said cost to be determined as established by the City's appropriate utility tariffs based on Lessee's monthly metered consumption.
17. **REPAIRS AND MAINTENANCE**: Lessee agrees to make, at its own cost and expense, any or all repairs or work necessary to maintain the Premises and Buildings located on the Premises.
18. **INSURANCE**:
- (a) Lessee agrees to obtain fire and extended coverage insurance on the building. Any insurance coverage of property owned by Lessee is solely the responsibility of Lessee.
 - (b) The Lessee shall carry Commercial General Liability insurance with a combined single limit in the minimum amount of \$1,000,000 in order to secure the obligations of Lessee under the following paragraph and cause the Lessor to be added as party insured under such policy, and to furnish the Lessor with a certificate of such insurance, together with a receipt showing the premium has been paid.

- (c) The Lessee shall carry pollution insurance in the minimum amounts of \$1,000,000, with the Lessor listed as additional insured.
 - (d) At any time after occupancy of the premises by the Lessee, the Lessee agrees to allow an inspection by the Landlord and/or the Florida Department of Environmental Protection, (the "DEP"), to determine the extent of storage or use of hazardous materials and to determine an appropriate amount of pollution insurance. The Lessee agrees to obtain pollution insurance, with the Lessor listed as an additional insured party, in an amount as reasonably required by the Lessor within 15 days of written notice.
 - (e) All policies of insurance shall contain the clause that the same shall not be canceled except and until fifteen (15) days after written notice to the Lessor.
19. **INDEMNIFICATION OF LESSOR**: Lessee agrees to protect, defend, reimburse, indemnify and hold the Lessor, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the Lessor's gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the Lessee's performance under this Agreement, the Lessee's use or occupancy of the Premises, the Lessee's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Lessor in support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the Lessee of its liability or obligation to indemnify the Lessor as set forth in this Article. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the Lessor shall not relinquish or waive any of its rights as a sovereign local government and the Lessor reserves all rights and defenses under applicable sovereign immunity law.
20. **SUBORDINATION**: This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the leased premises or any other encumbrances Lessor desires to place on the property.
21. **TAXES**: All taxes, assessments and charges on lands or improvements and obligations upon the demised premises shall be promptly paid by the Lessee when due. The Lessee shall have the right from time to time to contest or protest or review by legal proceedings any such other manner as may be provided by law such taxes or assessments imposed by governmental authorities and to institute such proceedings in the name of itself as well as the Lessor as it may deem necessary; provided, however, that any expense incurred by reasons thereof shall be borne by the Lessee and such proceedings shall be conducted free of any expense to the Lessor.

22. **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.
23. **DEFAULT; REMEDIES:** The occurrence of anyone or more of the following events shall constitute a default on the part of the Lessee: (1) the Lessee fails to pay when due any rental or any other sum of money payable hereunder on the date due; (2) the conduct of any business or performance of any acts at the Airport not specifically authorized in the Agreement; (3) the Lessee abandons, deserts or vacates the Premises; (4) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of this Agreement; or (5) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of any other agreement, contract or obligation with or to Lessor. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

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

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

Notwithstanding the occurrence of any Event of Default, the Lessee shall remain liable to the Lessor for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the Lessor elects to cancel this Agreement, the Lessee shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled. No retaking of possession of the Premises by the Lessor shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to the Lessee. No pursuit of any remedy by Lessor shall constitute a forfeiture or waiver of any payments or other moneys due to the Lessor hereunder, or of any damages accruing to the Lessor by reason of the violations of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of payments or other moneys following any event of default hereunder shall not be construed as the Lessor's waiver of such

event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by the Lessor of action upon any violation or breach of any of the terms, provision and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the Lessor to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any such remedy.

24. **CONDEMNATION**: In the event the entire premises hereby leased are taken in condemnation proceedings, the Lessee may cancel the Lease; should a substantial part of said premises be so taken, the Lessee may cancel this Lease or at its option retain the remainder of the premises, which shall be restored to tenable condition, then the rental shall be apportioned; the rental thereafter shall be reduced in proportion to the amount of loss as a result of condemnation proceedings.
25. **CLEANLINESS**: Lessee shall at all times keep the leased premises in a reasonably neat and orderly condition and clean and free from rubbish and dirt. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the said premises and shall commit or suffer no waste of the said demised premises or maintain any nuisance thereon.
26. **DESTRUCTION OF PREMISES**: In the event of damage to or destruction of any improvements which are to be erected on said real property pursuant to the terms of this Lease, during the term of said Lease, from any cause covered by the insurance required hereunder, Lessee shall forthwith repair or rehabilitate the same. Such damage or destruction shall in no wise annul or void this Lease.
27. **LATE PAYMENT PENALTY**: All lease payments that are not paid by the due date are considered delinquent and shall be assessed a ten (10) percent penalty which shall be considered a part of the rent and shall be due and payable with the rent payment.
28. **OPTION TO EXTEND TERM OF LEASE**: Conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, Lessor does hereby grant to Lessee an option to extend the lease term for two (2) additional five (5) year terms, with the rent adjusted according to paragraph 3, and provided that the Lessee, at the least 60 days prior to the end of the then current term, gives written notice of its intent to exercise its option. Lessee's right to renew shall be conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, and any non-compliance with any term or provision of this lease by Lessee, regardless of whether notice was given by Lessor or whether the non-compliance was cured, shall constitute sufficient cause by Lessor to refuse renewal of this lease.
29. **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 shall forthwith be entitled to immediate possession of the Premises.

30. **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.
31. **PART OF MUNICIPAL AIRPORT**: It is understood and agreed by and between the parties hereto that the said property is a portion of the Williston Municipal Airport and, therefore, notwithstanding anything contained that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport. This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Lessor acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the deed of said lands to the Lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the United States of America, the State of Florida, or the Lessor pertaining to the Williston Airport. These terms and conditions include, but are not limited to, requirements that the Lessor obtain Fair market value rent for the leased premises for the duration of the lease term.
32. **NONDISCRIMINATION**: The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) and that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, department of transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to re-enter and as if said Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations Part 21 are followed and completed including exercise or expiration of appeal rights.
33. **AIRPORT PROTECTION**: Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport. The Lessee expressly agrees to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77. The Lessee expressly agrees to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

34. **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.
35. **HAZARDOUS MATERIALS**: The Lessee shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of on, in, under or about the airport, without the prior written consent of the Lessor. To the fullest extent permitted by law, Lessee hereby agrees to indemnify, defend, protect and hold harmless Lessor and Lessor's Agents, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, loss or restriction on use of rentable space or of any amenity of the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term directly or indirectly from the presence of Hazardous Materials on, in or about the Premises which is caused or permitted by Lessee or Lessee's Agents. This indemnification includes, without limitation, any and all costs incurred in connection with any investigation of site conditions or any clean up remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of such Hazardous Material in, on or about the Premises or the soil or ground water on or under any building or any portion thereof. The Lessee shall promptly notify the Lessor of any release of Hazardous Materials at the airport, whether caused by the Lessee or any other persons or entities.

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

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

As used in this section, the term "Hazardous Materials" shall mean and include any hazardous or toxic materials, substances or wastes including (A) any materials, substances or wastes which are toxic, ignitable, corrosive or reactive and which are regulated by any local governmental authority, any agency of the State of Florida or any agency of the United States Government, (B) asbestos, (C) petroleum and petroleum-based products, (D) urea formaldehyde foam insulation, (E) polychlorinated biphenyls ("PCBs"), and (F) freon and other chlorofluorocarbons.

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

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

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

36. **STORMWATER POLLUTION:** Lessee agrees to prepare and adhere to a Stormwater Pollution Prevention Plan that meets the requirements of federal and state law and that is approved by Lessor. Lessee agrees to provide a copy of said plan to Lessor.
37. **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.
38. **BENEFIT:** This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the legal representative successors and assigns of the parties hereto.
39. **ENTIRE AGREEMENT; APPLICATIONS INCORPORATED:** This lease represents the complete understanding between the Parties, and any prior agreements or representations by Lessor, whether written or verbal, are hereby superseded. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. Any such modification on the part of the Lessor shall not be effective unless considered at a public meeting and approved by majority vote of the Williston City Council. All information provided by Lessee in the lease application process is incorporated herein by reference. Lessee warrants that all information provided to Lessor in the application process is truthful and accurate; a breach of this warranty shall constitute a default of this lease, upon which the Lessor may elect to terminate this lease with no opportunity for the Lessee to cure.
40. **SECURITY DEPOSIT:** Lessor acknowledges receipt of \$ 0 as a security deposit for faithful performance by Lessee of Lessee's obligations under this lease. If Lessee faithfully performs the lease

obligations and timely surrenders possession of the premises, Lessor will repay the security deposit, without interest, within 30 days after expiration of the term. If Lessee vacates or is removed from the premises because of Lessee's default before expiration of the term, Lessor may apply the security deposit to all damages sustained. Any deposit balance that remains on the expiration date of the term will be paid to Lessee within 30 days.

41. **MEMORANDUM OF LAND LEASE AGREEMENT:** The parties hereto agree to execute a memorandum of this Land Lease Agreement to be recorded with the Clerk of Courts of Levy County, Florida on or before sixty (60) days after the date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate this _____ day of November, 2021.

LESSEE:
Cypress Aircraft Sales, Inc.

BY:

Jay L. Curtis, President

LESSOR:
CITY OF WILLISTON

BY:

PRESIDENT, CITY COUNCIL

ATTEST:

Latricia Wright, City Clerk

Return to:
City Attorney
City of Williston
PO Drawer 160
Williston, FL 32696

MEMORANDUM OF LAND LEASE

THIS MEMORANDUM OF LEASE entered into this ____ day of November, 2021, by and between the City of Williston, Florida, (the "Lessor"), and Cypress Aircraft Sales, LLC, (the "Lessee"),

WITNESSETH:

WHEREAS, the Lessor and the Lessee have entered into a Land Lease Agreement dated November ____, 2021, (the "Lease"), pursuant to which the Lessor leases to the Lessee that certain real property herein described; and

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

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

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

Description: (by surveyor) Cypress Aircraft Lease Williston Airport

A parcel of land lying in Section 12, Township 13 South, Range 18 East, Levy County, Florida; within the Williston Municipal Airport lying parallel with Taxiway Alpha; being more particularly described as follows:

Commence at the Southwest corner of said Section 12 and run thence South 89°41'14"East, along the South line of said Section, a distance of 695.84 feet to the centerline of said Taxiway Alpha; thence North 45°07'57"East, along said centerline, a distance of 466.30 feet; thence North 44°52'03"West, a distance of 110.00 feet to the Point-of-Beginning of the herein described lease; said point lying North 02°04'48"East, a distance of 1065.87 feet from Primary Control Point "Willport 1989" being a 1/2" steel rod in hinged casing; thence North 44°52'03"West, a distance of 210.00 feet; thence North 45°07'57"East, a distance of 210.00 feet; thence South 44°52'03"East, a distance of 210.00 feet; thence South 45°07'57"West, a distance of 210.00 feet to the said Point-of-Beginning.

Containing 1.012 Acres, more or less.

Unless sooner terminated as provided in the Lease, the initial term of the Lease is for thirty (30) years, beginning on January 1, 2022 and ending on December 31, 2052. The Lessee has an option pursuant to the Lease to renew the Lease for an additional two (2) five (5) year terms.

3. The Lease allows the Lessee to construct or place leasehold improvements upon the premises, however the Lessor's underlying fee interest shall not be subject to any construction lien related to such improvements.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Land Lease this ___ day of November, 2021.

LESSEE:
Cypress Aircraft Sales LLC.

LESSOR:
CITY OF WILLISTON

By: _____
Jay Curtis, President

By: _____
Debra Jones, President, City Council

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by Debra Jones, the President of the City Council of the City of Williston, and Latricia Wright, the City Clerk, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by Jay Curtis, President of Cypress Aircraft Sales, LLC, who is personally known to me and did not take an oath.

Notary Public

Date: 11/02/2021

COUNCIL AGENDA ITEM

RESOLUTION 2021-77:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO ENTER IN TO A LAND LEASE AGREEMENT WITH THE WILLISTON COMMUNITY ANIMAL SHELTER FOR A 7.1 ACRE TRACT OF LAND AT THE WILLISTON AIRPORT, AS DESCRIBED IN THE LAND LEASE; REPEALNG ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

**REQUESTED BY: BENTON STEGALL AIRPORT MANAGER
PREPARED BY: BENTON STEGALL AIRPORT MANAGER**

FISCAL IMPACTS: This lease will provide a tract of land for the Williston community animal shelter to be built that will serve as the City of Williston's animal shelter in days to come. The lessee understands that they will be paying for the land at a fair market value rate.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

CONTRACT RESOLUTION 2021-77 MAP
 LEASE OTHER DOCUMENTS

COUNCIL ACTION:

APPROVED
 DENIED

RESOLUTION NUMBER 2021-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO ENTER IN TO A LAND LEASE AGREEMENT WITH THE WILLISTON COMMUNITY ANIMAL SHELTER FOR A 7.1 ACRE TRACT OF LAND AT THE WILLISTON AIRPORT, AS DESCRIBED IN THE LAND LEASE; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston has been in discussion with the 'Friends of the Williston community animal shelter' group regarding the lease of a certain tract of land at the Williston Municipal Airport.

WHEREAS, it is in the best interest of the City of Williston that the City Council of the City of Williston enter into a lease agreement with the Williston Community Animal Shelter.

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

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

Section 2. The City Council hereby approves the lease agreement between the City of Williston and the Williston Community Animal Shelter and authorizes the Council President and Airport Manager to execute all documents required to effectuate such.

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

PASSED AND ADOPTED a meeting of the City Council this 2nd day of November, 2021.

CITY OF WILLISTON, FLORIDA

BY: _____
Debra Jones, City Council President

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Latricia Wright, City Clerk

S. Scott Walker, City Attorney

LAND LEASE AGREEMENT
VACANT LAND

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

LESSEE:
Friends of the Williston Community Animal
Shelter
1760 SW 18th ST
Williston, FL 32696

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

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

WHEREAS, Friends of the Williston Community Animal Shelter, ("the Lessee"), is desirous of leasing a certain parcel at the said airport as is hereinafter described for the purpose of Animal care and control;

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

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

Description:

A parcel of land lying southwest ¼ of section 12 township 13 south, Range 18 east, levy county Florida; within the Williston municipal airport, being more pre particularly described as follows:

Commence at the southwest corner of said section 12 and run thence North 00°27'25" West, along the west line of said section, a distance of 1211.21 feet; thence north 88°59'34" East, a distance of 8.32 ft to the East right-of-way line of SW 18th ST; thence south 00°25'26", along said east right of way line, a distance of 25.01 feet to the Point-of-beginning of the herein described parcel; thence continue south 00°25'26" West, along east Right of way line, a distance of 405.66 feet; thence south 67°28'18" east, a distance of 489.02ft ; thence north 45°05'55" east, a distance of 228.65 ft to the southwest corner of a previously prepared lease to the Williston Animal Group; thence north 01°00'26" west, along the west line of said lease, a distance of 442.29 ft ; thence south 88°59'34" west, a distance of 602.97 ft to the said point of beginning. Containing 7.105 acres more or less.

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

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

2. **TERM:** The initial term of this Lease shall be 10 years commencing on _____ 2021, and ending at midnight, _____ 2032. Should the Lessee hold over beyond the initial term or any renewal term without further extension of the term in accordance with the renewal terms of this lease, then the Lessee shall become a month to month tenant in accordance with law and upon the terms and conditions of this lease.
3. **RENT:** The rent for the first year of the initial term of this lease shall be \$12. The rent shall be paid monthly, in advance, in the amount of \$1 per month, together with all applicable sales tax. The rent for the initial and any renewal and hold over terms shall be adjusted each year on the annual anniversary date of the lease by multiplying the rent for the prior year by the percentage increase or decrease in the composite Consumer Price Index for the most recent prior twelve months, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The rent shall be delivered by U.S. mail, addressed to City of Williston, Post Office Drawer 160, Williston, Florida 32696, or hand delivered to City Hall, 50 N.W. Main Street, Williston, Florida during regular business hours, and shall be considered paid upon receipt by Lessor. All payments required to be made by Lessee to Lessor pursuant to the Lease shall be deemed additional rent.
4. **NOTICES:** All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served by certified mail, return receipt requested, to Lessor, City of Williston at P.O. Drawer 160, Williston, Florida 32696-0160 and to Lessee, 1760 SW 18th Street, Williston FL, 32696, or to such other address as Lessor or Lessee may by writing to the other so designate. Notice to Lessee may also be served by personal delivery.
5. **WARRANTIES OF TITLE AND QUIET POSSESSION:** The Lessor covenants that Lessor is seized of the demised premises and owner in fee simple thereof with the full right to make this Lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the demised premises during the term hereof.

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

6. **USES ALLOWED AND PROHIBITED:** The Lessee shall use the Premises only for the following purpose: Care and management of animals. The Lessee shall not use or permit the Premises or any part of the Premises to be used for any unauthorized or unlawful purpose, or for any purpose other than as set forth above.
7. **COMPLIANCE WITH LAWS:** During the term of this Lease, the Lessee shall comply with all ordinances, statutes, laws, rules and regulations of the City of Williston, State of Florida and the U.S. Government, breach of which shall be cause for cancellation of this Lease. The Lessee shall abide by all applicable regulations as set forth in Chapter 12 of the City Code of Ordinances, together with any future amendments to said ordinance. The Lessee shall at all times maintain all required licensing and permits. The violation of any provision of the said ordinance, as evidenced by a final determination by the City's code enforcement board or a court of law, shall be conclusively deemed a default under this lease and shall not be subject to the notice requirements or cure provisions set forth in the default section of this lease. The Lessee further covenants that the said premises shall not be used for any purpose which might cause forfeiture of the Lessor's title to the said premises.
8. **SIGNS:** Except with the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior of the demised premises or within the demised premises that are visible from outside such premises.
9. **LESSORS RIGHT OF ENTRY:** The Lessee at all times shall permit Lessor or its agents to enter into and upon the premises and buildings for the purpose of inspecting the same.
10. **PREMISES IMPROVEMENTS UPON TERMINATION:** Lessee may, at its own expense and only upon written approval by Lessor, make alterations and improvements to the Premises as necessary for the conduct of its business. Lessee specifically agrees that any and all improvements, except signs, equipment and trade fixtures installed, located upon the said premises shall become the property of the Lessor upon termination of this lease.
11. **RIGHT OF WAY USE:** Subject to reasonable regulations imposed regarding airport access, Lessor grants to Lessee, its employees, agents, suppliers, customers and invitees, a non-exclusive right during the term of this Lease, the right of way for ingress and egress, over, across and upon the designated right of way to U.S. Highway 41 / State Road 121.
12. **OTHER RIGHTS RESERVED BY LESSOR:** In addition to all rights reserved by Lessor in and to the demised premises, Lessor expressly reserves the right to further develop or improve any area of the airport and its industrial parks, as the Lessor deems proper, regardless of the desires and views of the Lessee and without interference or hindrance; maintain and keep in repair, but without obligation to Lessee, the airport and industrial parks of the airport and all publicly owned facilities of the airport; and take any action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent the Lessee from conducting any practice that may be detrimental to the

Lessee Initials: _____
 Vacant Land Lease

Lessor Initials: _____

airport and industrial parks which in the opinion of the Lessor would limit the usefulness of the airport and its industrial parks or constitute a hazard to such.

13. **UTILITIES:** The Lessee agrees to pay all charges for any and all utilities in or about the premises whether the same is telephone, electricity, water, sewer, gas or the like. Lessee further agrees that if, at any time during the term of this lease agreement, the City commences providing City utility services to the airport property, the Lessee will purchase such utility services from the City. Lessee further agrees to take delivery of all City of Williston utilities when each utility service is made available. At the option of Lessee and upon Lessor's concurrence, Lessee may choose to have the Lessor provide all City utility services to the leased premises as a part of the rent payment pursuant to paragraph 3 hereof. If Lessee chooses this option, Lessor shall adjust each month's rent to Lessee so as to reimburse Lessor for its cost of providing such City utility services, said cost to be determined as established by the City's appropriate utility tariffs based on Lessee's monthly metered consumption.
14. **REPAIRS AND MAINTENANCE:** Lessee agrees to make, at its own cost and expense, any or all repairs or work necessary to maintain the Premises and Buildings located on the Premises.
15. **INSURANCE:**
- (a) Lessee agrees that any insurance coverage for property owned by Lessee is solely the responsibility of Lessee.
 - (b) The Lessee shall carry Commercial General Liability insurance with a combined single limit in the minimum amount of \$1,000,000 in order to secure the obligations of Lessee under the following paragraph and cause the Lessor to be added as party insured under such policy, and to furnish the Lessor with a certificate of such insurance, together with a receipt showing the premium has been paid.
 - (c) At any time after occupancy of the premises by the Lessee, the Lessee agrees to allow an inspection by the Landlord and/or the Florida Department of Environmental Protection, (the "DEP"), to determine the extent of storage or use of hazardous materials and to determine an appropriate amount of pollution insurance. The Lessee agrees to obtain pollution insurance, with the Lessor listed as an additional insured party, in an amount as reasonably required by the Lessor within 15 days of written notice.
 - (d) All policies of insurance shall contain the clause that the same shall not be canceled except and until fifteen (15) days after written notice to the Lessor.
16. **INDEMNIFICATION OF LESSOR:** Lessee agrees to protect, defend, reimburse, indemnify and hold the Lessor, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the Lessor's gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

of or incident to or in connection with the Lessee's performance under this Agreement, the Lessee's use or occupancy of the Premises, the Lessee's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Lessor in support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the Lessee of its liability or obligation to indemnify the Lessor as set forth in this Article. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the Lessor shall not relinquish or waive any of its rights as a sovereign local government and the Lessor reserves all rights and defenses under applicable sovereign immunity law.

17. **SUBORDINATION**: This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the leased premises or any other encumbrances Lessor desires to place on the property.
18. **TAXES**: All taxes, assessments and charges on lands or improvements and obligations upon the demised premises shall be promptly paid by the Lessee when due. The Lessee shall have the right from time to time to contest or protest or review by legal proceedings any such other manner as may be provided by law such taxes or assessments imposed by governmental authorities and to institute such proceedings in the name of itself as well as the Lessor as it may deem necessary; provided, however, that any expense incurred by reasons thereof shall be borne by the Lessee and such proceedings shall be conducted free of any expense to the Lessor. Any expense incurred by reasons thereof shall be borne by the Lessee and such proceedings shall be conducted free of any expense to the Lessor.
19. **ASSIGNMENT AND SUBLETTING**: The Lessee shall not assign nor sublet its right, title or interest in or to all or any portion of the Premises or the leasehold improvements without first obtaining the prior written consent of the Lessor, provided, however, that such consent shall not be unreasonably withheld; and provided further that the Lessee shall remain directly and primarily liable for the performance of the terms and conditions of this Lease; provided further that no such assignment or subletting shall be made to any person for any purpose other than that set forth in this Lease.
20. **DEFAULT; REMEDIES**: The occurrence of anyone or more of the following events shall constitute a default on the part of the Lessee: (1) the Lessee fails to pay when due any rental or any other sum of money payable hereunder on the date due; (2) the conduct of any business or performance of any acts at the Airport not specifically authorized in the Agreement; (3) the Lessee abandons, deserts or vacates the Premises; (4) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of this Agreement; or (5) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of any other agreement, contract or obligation with or to Lessor. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

Upon the occurrence of any of the above Events of Default, the Lessor shall give written notice of such default to Lessee at the address set forth under section 4, above. The effective date of notice shall be the

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

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

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

Notwithstanding the occurrence of any Event of Default, the Lessee shall remain liable to the Lessor for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the Lessor elects to cancel this Agreement, the Lessee shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled. No retaking of possession of the Premises by the Lessor shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to the Lessee. No pursuit of any remedy by Lessor shall constitute a forfeiture or waiver of any payments or other moneys due to the Lessor hereunder, or of any damages accruing to the Lessor by reason of the violations of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of payments or other moneys following any event of default hereunder shall not be construed as the Lessor's waiver of such event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by the Lessor of action upon any violation or breach of any of the terms, provision and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the Lessor to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any such remedy.

21. **CONDEMNATION**: In the event the entire premises hereby leased are taken in condemnation proceedings, the Lessee may cancel the Lease; should a substantial part of said premises be so taken, the Lessee may cancel this Lease or at its option retain the remainder of the premises, which shall be restored to tenantable condition, then the rental shall be apportioned; the rental thereafter shall be reduced in proportion to the amount of loss as a result of condemnation proceedings.
22. **CLEANLINESS**: Lessee shall at all times keep the leased premises in a reasonably neat and orderly condition and clean and free from rubbish and dirt. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the said premises and shall commit or suffer no waste of the said demised premises or maintain any nuisance thereon.

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

23. **DESTRUCTION OF PREMISES:** In the event of damage to or destruction of any improvements which are to be erected on said real property pursuant to the terms of this Lease, during the term of said Lease, from any cause covered by the insurance required hereunder, Lessee shall forthwith repair or rehabilitate the same. Such damage or destruction shall in no wise annul or void this Lease.
24. **LATE PAYMENT PENALTY:** All lease payments that are not paid by the due date are considered delinquent and shall be assessed a ten (10) percent penalty which shall be considered a part of the rent and shall be due and payable with the rent payment.
25. **OPTION TO EXTEND TERM OF LEASE:** Conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, Lessor does hereby grant to Lessee an option to automatically extend the lease term for 4 additional 10 year terms, on like terms and conditions, with the rent adjusted according to paragraph 3, and provided that the Lessee, at the least 90 days prior to the end of the then current term, gives written notice of its intent to exercise its option. Lessee's right to renew shall be conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, and any non-compliance with any term or provision of this lease by Lessee, regardless of whether notice was given by Lessor or whether the non-compliance was cured, shall constitute sufficient cause by Lessor to choose to refuse renewal of this lease.]
26. **BANKRUPTCY:** The Lessee agrees that if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety days after such appointment, then the Lessor may, at its option, declare the termination of this Lease agreement shall forthwith be entitled to immediate possession of the Premises.
27. **END OF TENANCY:** The Lessee will yield up the Premises and all additions thereto (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.
28. **PART OF MUNICIPAL AIRPORT:** It is understood and agreed by and between the parties hereto that the said property is a portion of the Williston Municipal Airport and, therefore, notwithstanding anything contained that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport. This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Lessor acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the deed of said lands to the Lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the United States of America, the State of Florida, or the Lessor pertaining to the Williston Airport. These

Lessee Initials: _____
 Vacant Land Lease

Lessor Initials: _____

terms and conditions include, but are not limited to, requirements that the Lessor obtain Fair market value rent for the leased premises for the duration of the lease term.

29. **NONDISCRIMINATION**: The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) and that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, department of transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to re-enter and as if said Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations Part 21 are followed and completed including exercise or expiration of appeal rights.
30. **AIRPORT PROTECTION**: Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport. The Lessee expressly agrees to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77. The Lessee expressly agrees to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.
31. **SUBROGATION CLAUSE**: The Lessor and Lessee shall waive all rights, each against the other, and against those holding under or through the Lessor or Lessee, for damages caused by fire or other perils to the extent covered by insurance where such damages are sustained in connection with the occupancy of the Premises.
32. **HAZARDOUS MATERIALS**: The Lessee shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of on, in, under or about the airport, without the prior written consent of the Lessor. To the fullest extent permitted by law, Lessee hereby agrees to indemnify, defend, protect and hold harmless Lessor and Lessor's Agents, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, loss or restriction on use of rentable space or of any amenity of the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term directly or indirectly from the presence of Hazardous Materials on, in or about the Premises which is caused or permitted by Lessee or Lessee's Agents. This

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

indemnification includes, without limitation, any and all costs incurred in connection with any investigation of site conditions or any clean up remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of such Hazardous Material in, on or about the Premises or the soil or ground water on or under any building or any portion thereof. The Lessee shall promptly notify the Lessor of any release of Hazardous Materials at the airport, whether caused by the Lessee or any other persons or entities.

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

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

As used in this section, the term "Hazardous Materials" shall mean and include any hazardous or toxic materials, substances or wastes including (A) any materials, substances or wastes which are toxic, ignitable, corrosive or reactive and which are regulated by any local governmental authority, any agency of the State of Florida or any agency of the United States Government, (B) asbestos, (C) petroleum and petroleum-based products, (D) urea formaldehyde foam insulation, (E) polychlorinated byphenyls ("PCBs"), and (F) freon and other chlorofluorocarbons.

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

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

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

or applicable law, immediately implement such plan and proceed to clean up the Hazardous Materials in accordance with all applicable laws and as required by such plan and this lease.

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

33. **STORMWATER POLLUTION:** Lessee agrees to prepare and adhere to a Stormwater Pollution Prevention Plan that meets the requirements of federal and state law and that is approved by Lessor. Lessee agrees to provide a copy of said plan to Lessor.

34. **TRANSFER OF PROPERTY BACK TO LESSOR:** The Lessor and Lessee acknowledge that the Lessee will be building an animal shelter on the property subject to this lease with the intention of transferring ownership and operation of said shelter to the Lessor in the future. ____ years after completion of the animal shelter, the Lessor agrees that the operation and maintenance of the animal shelter shall become the responsibility of the Lessor.

35. **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.

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

37. **ENTIRE AGREEMENT; APPLICATIONS INCORPORATED:** This lease represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. Any such modification on the part of the Lessor shall not be effective unless considered at a public meeting and approved by majority vote of the Williston City Council. All information provided by Lessee in the lease application process is incorporated herein by reference. Lessee warrants that all information provided to

38. **SECURITY DEPOSIT:** Lessor acknowledges receipt of \$0 as a security deposit for faithful performance by Lessee of Lessee's obligations under this lease. If Lessee faithfully performs the lease obligations and timely surrenders possession of the premises, Lessor will repay the security deposit, without interest, within 30 days after expiration of the term. If Lessee vacates or is removed from the premises because of Lessee's default before expiration of the term, Lessor may apply the security deposit to all damages sustained. Any deposit balance that remains on the expiration date of the term will be paid to Lessee within 30 days.

39. **MEMORANDUM OF LAND LEASE AGREEMENT:** The parties hereto agree to execute a memorandum of this Land Lease Agreement to be recorded with the Clerk of Courts of Levy County, Florida on or before sixty (60) days after the date hereof.

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate this ____ day of November, 2021.

LESSEE:
FRIENDS OF WILLISTON
COMMUNITY ANIMAL SHELTER

LESSOR:
CITY OF WILLISTON

BY: _____

BY: _____
PRESIDENT, CITY COUNCIL

ATTEST: _____
CITY CLERK

GUARANTY:

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

GUARANTOR:

By: _____
Individually

[*name individual*]

[*individual's address*]

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____