

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

DATE: TUESDAY, MAY 17, 2022
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Charles Goodman
Council President Debra Jones
Vice-President Marguerite Robinson
Councilmember Michael Cox
Councilmember Zach Bullock
Councilmember Elihu Ross

OTHERS:

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

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

ITEM – 2 – PUBLIC PARTICIPATION

ITEM – 3 – CONSENT AGENDA (pp 6-8)

- Council minutes from May 3, 2022

ITEM – 4 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER JACKIE GORMAN
- STAFF

- B. RESOLUTION 2022-29: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, RELATING TO THE CITY CHARTER REVIEW COMMITTEE; ESTABLISHING A CHARTER REVIEW COMMITTEE; APPOINTING MEMBERS TO THE CHARTER REVIEW AD HOC COMMITTEE, CONSISTING OF SEVEN PERSONS, FOR THE PURPOSE OF REVIEWING AND MAKING RECOMMENDATIONS TO THE MAYOR AND COUNCIL REGARDING THE EXISTING CHARTER OF THE CITY OF WILLISTON, FLORIDA; REPEALING ALL RESOLUTIONS IN CONFLICT AND PROVIDING AND EFFECTIVE DATE. COUNCIL PRESIDENT DEBRA JONES/ATTORNEY KIERSTEN BALLOU (pp 9-11)

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

ITEM – 5 – NEW BUSINESS –

PUBLIC HEARINGS:

- A. DISCUSSION WITH POSSIBLE ACTION: ADDING A 4 WAY STOP AT THE INTERSECTION OF NE 1ST STREET AND NE 4TH AVE. DANA MOXLEY.
- B. DISCUSSION WITH POSSIBLE ACTION: ADD SPEED BUMPS IN NORTHWOOD SUBDIVISION. WAYNE MYHREE.

OPEN PUBLIC HEARINGS:

- C. FIRST READING ORDINANCE 2022-696: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; PROVIDING FOR THE PERMANENT CLOSING OF THE UNIMPROVED RIGHT-OF-WAY KNOWN NOW AS BEE TREE LAND AND NAMED BEE TREE DRIVE IN PLAT BOOK 1, PAGE 50 OF THE PUBLIC RECORDS OF LEVY COUNTY AND LOCATED WITHIN BULLOCK'S SUBDIVISION BETWEEN LOTS 15 AND 16; FINDING THAT THE CLOSING OF THE RIGHT-OF-WAY WILL NOT ADVERSELY AFFECT THE PUBLIC HEALTH, SAFETY OR WELFARE; THAT THE RIGHT-OF-WAY WILL REMAIN A UTILITY EASEMENT; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. (pp 12-21)
- D. FIRST READING ORDINANCE 2022-697: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; PROVIDING FOR THE PERMANENT CLOSING OF THE UNIMPROVED ROAD LOCATED AT 850 SW 7TH STREET, WILLISTON, FLORIDA IN PLAT BOOK 2, PAGE 5, HILLCREST UNIT 1, OF THE PUBLIC RECORDS OF LEVY COUNTY; FINDING THAT THE CLOSING OF THE ROAD WILL NOT ADVERSELY AFFECT THE PUBLIC HEALTH, SAFETY, OR WELFARE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. (pp 22-37)
- E. FIRST READING ORDINANCE 2022-698: AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WILLISTON, FLORIDA, MAKING CERTAIN FINDINGS AND DETERMINATIONS; AMENDING SECTION 40-142 OF THE CODE OF ORDINANCES, CITY OF WILLISTON, FLORIDA; ADOPTING, ENACTING, AND PROVIDING FOR THE ELECTRIC UTILITY RATEMAKING BY RESOLUTION; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. DONALD BARBER PUBLIC WORKS SUPERVISOR/MIKE MCCLEARY FMPA.(pp 38-55)
- F. FIRST READING ORDINANCE 2022-699: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; REMOVING ARTICLE V – GAS SYSTEM – CHAPTER 40, SECTIONS 40-1 THROUGH 40-237 OF THE CITY OF WILLISTON LAND

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

DEVELOPMENT CODE AND REPLACING IT WITH NEW LANGUAGE; SPECIFICALLY, SECTION 40-171 MUNICIPAL GAS SYSTEM, SECTION 40-172 DEFINITIONS, SECTION 40-173 AVAILABILITY, SECTION 40-174 APPLICATION FOR SERVICE, SECTION 40-175 RESIDENTIAL DEVELOPMENTS, SECTION 40-176 INDIVIDUAL PREMISES, SECTION 40-177 AUTHORITY TO TURN ON GAS, SECTION 40-178 MAINTENANCE OF METERS AND SERVICE LINES, SECTION 40-179 METER LOCATIONS AND DELIVERY PRESSURE, SECTION 40-180 GAS CONSUMPTION, SECTION 40-181 TESTING, SECTION 40-182 TAMPERING; AND, SECTION 40-183; PROVIDING FOR APPLICABILITY, PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE. DONALD BARBER PUBLIC WORKS SUPERVISOR/TOM GOFFREY AND KATIE HALL, FGU.(pp 56-74)

CLOSE PUBLIC HEARINGS

- G. RESOLUTION 2022-25: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LAND LEASE AGREEMENT FOR VACANT LAND BETWEEN SEABRING MARINE INDUSTRIES, INC., AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT WITH AN ADDRESS OF 1800 SW 19TH AVE., WILLISTON, FLORIDA 32696; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 75-88)
- H. RESOLUTION 2022-26: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE LAND LEASE BETWEEN SEABRING MARINE INDUSTRIES, INC., AND THE CITY OF WILLISTON FOR THE MONTEREY BOATS MAIN CAMPUS THE ORIGINAL OF WHICH WAS SIGNED ON OCTOBER 21ST, 1998 WITH THE FIRST AMENDMENT SIGNED ON JUNE 8TH, 2004; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 89-92)
- I. RESOLUTION 2022-27: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE LAND LEASE BETWEEN SEABRING MARINE INDUSTRIES, INC., AND THE CITY OF WILLISTON FOR THE MONTEREY BOATS ENGINEERING BUILDING THE ORIGINAL OF WHICH WAS SIGNED ON APRIL 14TH, 2013 WITH THE FIRST AMENDMENT SIGNED ON JULY 9TH, 2013; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LEASE AMENDMENT; AND PROVIDING AND EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 93-96)
- J. RESOLUTION 2022-28: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE FIRST AMENDMENT TO ACKNOWLEDGEMENT OF LESSEE'S EXERCISES OF OPTION TO LEASE ADDITIONAL PROPERTY BETWEEN SEABRING MARINE INDUSTRIES,

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

INC., AND THE CITY OF WILLISTON AS OUTLINED IN THE LEASE SIGNED BETWEEN SAID PARTIES ON OCTOBER 21ST, 1998 AND THE AMENDMENT TO SAID LEASE SIGNED ON JUNE 8TH 2004; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 97-99)

- K. RESOLUTION 2022-24: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING SURPLUS OF THE PROPERTY LOCATED AT 319 SE 5TH STREET AND APPROVING A SEAL BID AUCTION FOR SAID SURPLUS PROPERTY. CITY PLANNER LAURA JONES. (pp 100-101)
- L. DISCUSSION WITH POSSIBLE ACTION: PROPOSAL FOR ENGINEERING SERVICES-FLORIDA HOUSE BILL 53-UNFUNDED MANDATES FOR STORMWATER AND WASTEWATER NEEDS ANALYSIS. CITY MANAGER JACKIE GORMAN. (pp 102-115)
- M. DISCUSSION WITH POSSIBLE ACTION: PROPOSED CDBG GRANT PROJECT. WRIGHT-PIERCE. (PP 116)

ITEM – 6 – PUBLIC PARTICIPATION

ITEM - 7 - ANNOUNCEMENTS

ITEM – 8 – ADJOURNMENT

NEXT SCHEDULED COUNCIL MEETING JUNE 7, 2022, AT 6:00 P.M.

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

<https://v.ringcentral.com/join/491747299>

One tap to join audio only from a smartphone:

+6504191505,,491747299# United States (San Mateo, CA)

Or dial: [+1 \(650\) 419-1505](tel:+16504191505) United States (San Mateo, CA)

Access Code/Meeting ID: 491747299

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

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

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

Council Meeting Procedures for members of the Public

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

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

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

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

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

DATE: TUESDAY, MAY 3, 2022
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Charles Goodman
Council President Debra Jones
Vice-President Marguerite Robinson
Councilmember Zach Bullock -absent
Councilmember Michael Cox
Councilmember Elihu Ross

OTHERS:

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

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Opening prayer and Pledge of Allegiance led by Mayor Goodman.

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

Councilmember Cox asked to table Item #8 (C) Vice-President Robinson asked to table Item# 8 (B) due to Councilmember Bullock being absent and unable to discuss his pick for the Charter Review Committee. Council President Jones asked to reverse Item #2 and #3 because of a technically issue. Motion by Vice-President to a approve agenda as amended. Councilmember Cox seconded. Motion carried 4-0.

ITEM – 2 – SWEARING IN OF NEW POLICE OFFICER STEVE WENK: MAYOR CHARLES GOODMAN. – Mayor Goodman swore in new officer Steve Wenk.

ITEM – 3 – MAYORS STUDENT OF THE MONTH: Kevin Dominguez, 1st grade Joyce Bullock Elementary. – Mayor Goodman presented Kevin with an outstanding student certificate and a certificate for a free pizza.

ITEM – 4 – PROCLAMATION – 53RD ANNUAL PROFESSIONAL MUNICIPAL CLERK’S WEEK; MAYOR GOODMAN. Mayor Goodman read Proclamation Recognizing May 1st through 7th as Annual Professional Municipal Clerk’s week.

ITEM – 5 – PUBLIC PARTICIPATION – None.

ITEM – 6 – CONSENT AGENDA – Motion by Vice-President Robinson to approve Consent agenda. Councilmember Cox seconded. Motion carried 4-0.

- Council minutes from April 19, 2022

ITEM – 7 – OLD BUSINESS

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER JACKIE GORMAN – City Manager commented on ongoing projects and announced HR Director, Deanna Nelson as the new Deputy City Manager.
- COUNCIL – Mayor voiced concern in having in house Finance department.
- STAFF – City Planner Jones provided information on the new Wayfind signs.

B. RESOLUTION 2022-17: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, RELATING TO THE CITY CHARTER REVIEW COMMITTEE; ESTABLISHING A CHARTER REVIEW COMMITTEE; APPOINTING MEMBERS TO THE CHARTER REVIEW AD HOC COMMITTEE, CONSISTING OF SEVEN PERSONS, FOR THE PURPOSE OF REVIEWING AND MAKING RECOMMENDATIONS TO THE MAYOR AND COUNCIL REGARDING THE EXISTING CHARTER OF THE CITY OF WILLISTON, FLORIDA; REPEALING ALL RESOLUTIONS IN CONFLICT AND PROVIDING AND EFFECTIVE DATE. COUNCIL PRESIDENT DEBRA JONES/ATTORNEY KIERSTEN BALLOU. – Tabled.

C. DISCUSSION WITH POSSIBLE ACTION: ADDING AN EXTRA EVENT TO THE INDEPENDENCE DAY CELEBRATION. COUNCILMEMBER COX. – Tabled.

ITEM – 8 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: FORECLOSURE CV20-16- 541 W. NOBLE AVE. MICHAEL PESSO OWNER. CITY PLANNER LAURA JONES. - Motion by Councilmember Ross to move forward with Foreclosure. Councilmember Cox seconded. Motion carried 4-0.
- B. DISCUSSION WITH POSSIBLE ACTION: SALE OR SURPLUS OF FORECLOSED PROPERTY; ZAMORA-319 SE 5TH ST. CITY PLANNER LAURA JONES. – Motion by Vice-President Robinson to move forward with seal bid. Councilmember Cox seconded.
- C. DISCUSSION: VACATION OF ROAD WILLISTON CHURCH OF GOD. CITY PLANNER LAURA JONES. – City Planner and Attorney Kiersten Ballou explained vacating procedures.
- D. DISCUSSION: VACATION OF ROAD BEE TREE LANE: CITY PLANNER LAURA JONES. – City Planner Jones gave a brief explanation why applicant was wanting to vacate Bee Tree Lane.
- E. DISCUSSION WITH POSSIBLE ACTION: MAGISTRATE FOR CODE ENFORCEMENT: CITY PLANNER LAURA JONES. -Consensus of Council to move forward with Magistrate for Code Enforcement.

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

- F. RESOLUTION 2022-23: A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA AUTHORIZING THE PURCHASE OF RINGCENTRAL, INC. A VOICE OVER IP (VOIP) TELEPHONE SERVICE; AND PROVIDING AND EFFECTIVE DATE. IT MANAGER AARON MILLS. – Motion by Councilmember Cox to approve Resolution 2022-23. Vice-President Robinson seconded. Motion carried 4-0.

ITEM – 9 – PUBLIC PARTICIPATION – Linda Cooper commented on the old Williston Hospital.

ITEM - 10 – ANNOUNCEMENTS – National Day of Prayer, May 5, 2022.

ITEM –11 – ADJOURNMENT – Motion by Vice-President Robinson to adjourn at 8:30 p.m. Councilmember Cox seconded. Motion carried 4-0.

NEXT SCHEDULED COUNCIL MEETING MAY 17, 2022, AT 6:00 P.M.

Date: May 17, 2022

COUNCIL AGENDA ITEM

TOPIC: RESOLUTION 2022-29: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, RELATING TO THE CITY CHARTER REVIEW COMMITTEE; ESTABLISHING A CHARTER REVIEW COMMITTEE; APPOINTING MEMBERS TO THE CHARTER REVIEW AD HOC COMMITTEE, CONSISTING OF SEVEN PERSONS, FOR THE PURPOSE OF REVIEWING AND MAKING RECOMMENDATIONS TO THE MAYOR AND COUNCIL REGARDING THE EXISTING CHARTER OF THE CITY OF WILLISTON, FLORIDA; REPEALING ALL RESOLUTIONS IN CONFLICT AND PROVIDING AN EFFECTIVE DATE.

**REQUESTED BY: COUNCIL PRESIDENT DEBRA JONES
PREPARED BY: ATTORNEY KIERSTEN BALLOU**

BACKGROUND / DESCRIPTION: ESTABLISH A CHARTER REVIEW CHARTER COMMITTEE, FOR THE PURPOSE OF REVIEWING AND MAKING RECOMMENDATIONS TO THE MAYOR AND COUNCIL REGARDING THE EXISTING CHARTER.

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, RELATING TO THE CITY CHARTER REVIEW COMMITTEE; ESTABLISHING A CHARTER REVIEW COMMITTEE; APPOINTING MEMBERS TO THE CHARTER REVIEW AD HOC COMMITTEE, CONSISTING OF SEVEN PERSONS, FOR THE PURPOSE OF REVIEWING AND MAKING RECOMMENDATIONS TO THE MAYOR AND COUNCIL REGARDING THE EXISTING CHARTER OF THE CITY OF WILLISTON, FLORIDA; REPEALING ALL RESOLUTIONS IN CONFLICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston from time to time requires the establishment of a Charter Review Committee; and

WHEREAS, the Mayor and City Council believe it is in the best interest of the City that the Charter to be reviewed in its entirety by representative citizens of the City; and

WHEREAS, the Mayor and City Council believe the study of the existing Charter should be a deliberate, thoughtful, and inclusive process; and

WHEREAS, the Mayor and City Council after due study and deliberation have determined that it is in the best interest of its residents to establish a Charter Review Committee whose mission is to solicit citizen input, deliberate with due care, prepare a report with recommendations, and deliver that report to the Mayor and City Council; and

WHEREAS, this ad hoc committee shall be solely advisory to the City Council and shall serve by appointment of the Mayor and City Council; and

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

Section 1: The City Council hereby establishes a Charter Review Ad Hoc Committee. The Charter Review Committee shall serve as an advisory board to the City Council and all reports and recommendations are subject to the approval of the City Council.

Section 2: The Charter Review Committee shall be composed of seven (7) city residents of the City of Williston, to be appointed by the City Council in the following manner: The Mayor and each City Councilmember shall appoint one (1) person to said committee, and as a Council shall appoint one (1) additional member at large, to reflect a cross section of the City.

Section 3: The Charter Review Committee has the following duties and responsibilities:

- a) To review and evaluate the City Charter in its entirety

- b) To solicit citizen input regarding these issues by public forums or other processes.
- c) To prepare a final report and deliver it to the Mayor and City Council, setting forth the findings, recommendations, and any proposals for amendments to the Charter.

Section 4: There is hereby appointed by the Mayor and City Council and ratified by this Resolution, the following appointments to the City of Williston Charter Review Committee:

Said appointment term shall terminate upon the completion of the task of Charter Review Committee as directed by the City Council.

Section 5. All resolutions or parts of resolution to the extent of conflict herewith are hereby repealed.

Section 6. This Resolution shall take effect immediately upon its adoption.

ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Williston, Florida, at a regular meeting, this 17TH day of May 2022.

**BY THE CITY COUNCIL PRESIDENT OF
THE CITY OF WILLISTON, FLORIDA:**

 Debra Jones, City Council President

Attest, By the City Clerk of
the City of Williston, Florida:

Approved as to Form and Legality:

 Latricia Wright, City Clerk

 S. Scott Walker, City Attorney

Date: May 17, 2022

COUNCIL AGENDA ITEM

TOPIC: VACATION OF ROAD BEE TREE LANE

1ST READING ORDINANCE 2022-696

REQUESTED BY: LAURA JONES, CITY PLANNER

BACKGROUND / DESCRIPTION:

The City of Williston received a request to vacate a portion of an unused road called Bee Tree Lane. Property will remain a utility easement but will not be in the future plans for a road or access for property owners. Aerials and maps are attached as part of the application. Public Works has no issues with vacating the road.

LEGAL REVIEW:

Attorneys have been kept up to date.

FISCAL IMPACTS: None

ATTACHMENTS: Application
Ordinance

COMMISSION ACTION:

 APPROVED **DISAPPROVED**



City of Williston

50 N.W. Main St. P.O. Drawer 160 Williston, Florida 32696-0160
Phone (352) 528-3060 Fax (352) 528-2877

Petition to Vacate

PART A. BASIC INFORMATION -PLEASE READ BEFORE COMPLETING

An application for the vacation or annulment of plat is a request to revert all or a portion of certain property from a previous subdivision into complete acreage.

The fee is \$720.00 to be paid upon submission of this application.

The applicant will be notified of any public hearings or special meetings held in regards to their application.

Vacations and annulments of plats are regulated by Florida Statute Chapter 177 and by City of Williston Code of Ordinances Section 56-13.

The City reserves the right to request any other information that may be pertinent to this application.

Staff Use Only

Project Name	Pompeo vacate
Application Number	VP 22-01
Date Received	02/22/2022
Receiver Name (print)	Nicki Bouse

The mission of the City of Williston is to offer an efficient affordable and safe place to live, work and play.

Mayor – JERRY ROBINSON / President – DEBRA JONES
Vice President – MARGUERITE ROBINSON
Council members – MICHAEL COX -- DARFENESS HINDS – ELIHU ROSS
City Manager – JACKIE GORMAN - City Clerk – LATRICIA WRIGHT



City of Williston

50 N.W. Main St. P.O. Drawer 160 Williston, Florida 32696-0160
Phone (352) 528-3060 Fax (352) 528-2877

PART B. APPLICANT/ AGENT / OWNER INFORMATION

Date (date application is signed)	02/15/2022
Applicant Name	Marc & Angela Pompeo
Applicant Contact (Phone No./ Email)	352-538-5551 / marc@hdownsrealestate.com
Applicant Mailing Address	720 NW 7 Street Williston, FL 32696
Agent Name (if different from applicant)	
Agent Contact (Phone No./Email)	
Agent Mailing Address	
Contact Information (Phone No./ Email)	
Parcel Information	
Name of Plat (or portion) to be Vacated	BULLOCK'S S/D LOT 16 & TRACT ADJ ON WEST SIDE OF LOT
Plat Book/Page	PB 1/50
Parcel Number(s)	06137-002-00
Section/ Township/Range	36/12/18

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City of Williston

50 N.W. Main St. P.O. Drawer 160 Williston, Florida 32696-0160
Phone (352) 528-3060 Fax (352) 528-2877

By signing below, the applicant acknowledges that the information provided to the City on this application is true and, that they have read PART A of this Form, and that the applicant listed above is authorized to submit any and all information required by the City for the purposes of this application.

Signature of Applicant

Date

02/15/2022

Please remit to: Community Development Department
City of Williston
50 NW Main St Williston, FL 32696

For more information please call 352-528-3060 Ext. 110 or email City.Planner@Willistonfl.org

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City of Williston

50 N.W. Main St. P.O. Drawer 160 Williston, Florida 32696-0160
Phone (352) 528-3060 Fax (352) 528-2877

SAMPLE LETTER TO CITY OF WILLISTON PUBLIC WORKS DEPARTMENT

SUNSHINE 811 WAS CONTACTED TO PERFORM LOCATES ON _____
(date)

APPROXIMATE DATE LOCATES WERE COMPLETED: _____
(date)

FOR PARCEL # 06137-002-00

To Whom it May Concern:

We intend to submit a Petition to the City of Williston City Council seeking to vacate the public interest in an easement, right of way, or plat, indicated above, at the above location in order to accomplish the following purpose:

Add driveway to the residential parcel noted above.

Within this letter you will find information from Sunshine 911 on when they propose to perform utility locates on the subject parcel. If you have any questions, please contact me at _____. Thank you in advance for your consideration.

Sincerely,

Marc and Angela Pompeo
720 NW 7 Street, Williston, FL 32696
352-538-5551

Attachments: Sketch of proposed easement or right of way to be vacated and/or copy of Plat or Portion of Plat to be vacated (whichever is pertinent)

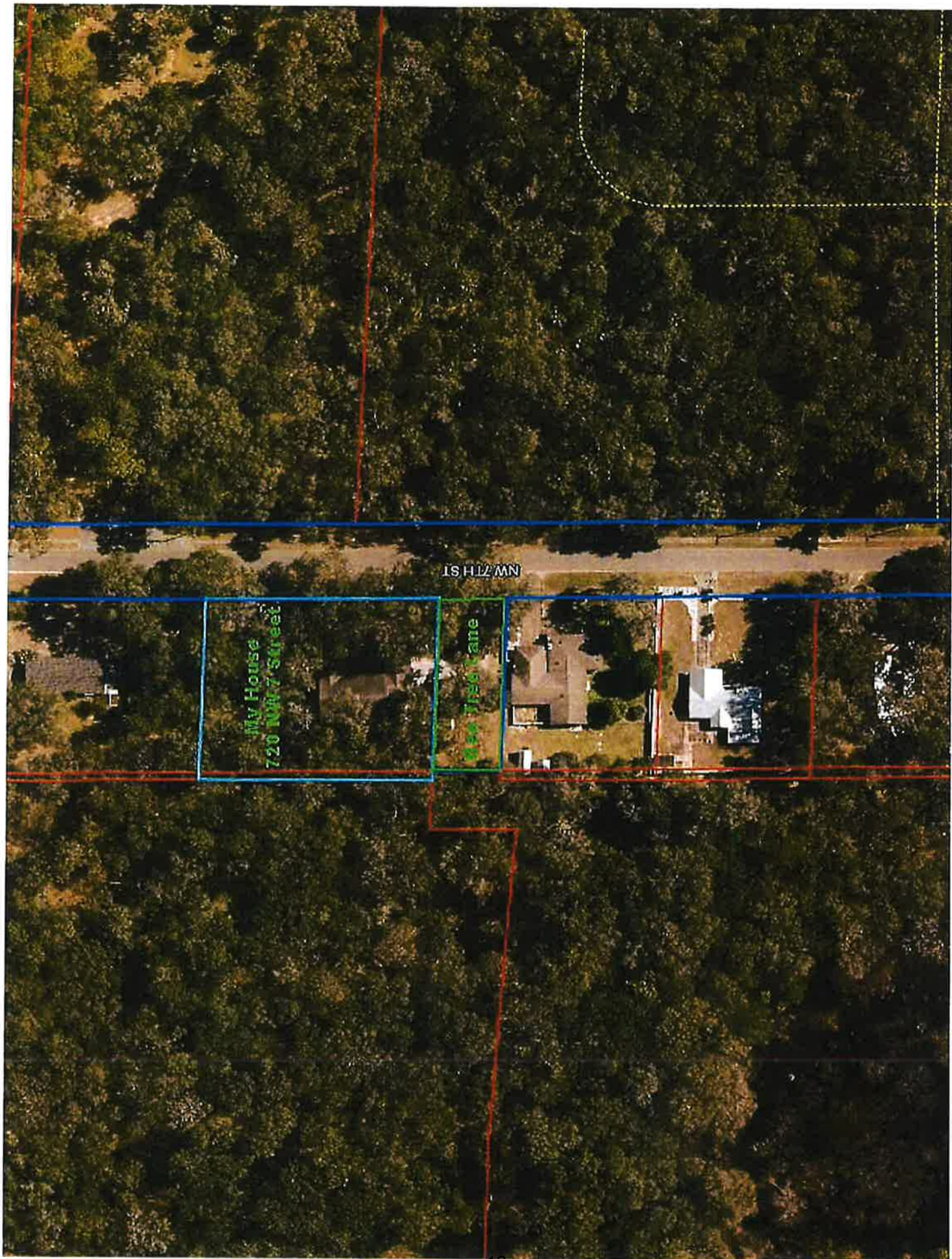
The mission of the City of Williston is to offer an efficient affordable and safe place to live, work and play.

Mayor – JERRY ROBINSON / President – DEBRA JONES
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Council members – MICHAEL COX – DARFENESS HINDS – ELIHU ROSS
City Manager – JACKIE GORMAN - City Clerk – LATRICIA WRIGHT

**PID
06137-002-00
720 NW 7 St**

Vacate Petition

NW 7TH ST



ORDINANCE NO. 2022-696

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; PROVIDING FOR THE PERMANENT CLOSING OF THE UNIMPROVED RIGHT-OF-WAY KNOWN NOW AS BEE TREE LANE AND NAMED BEE TREE DRIVE IN PLAT BOOK 1, PAGE 50 OF THE PUBLIC RECORDS OF LEVY COUNTY AND LOCATED WITHIN BULLOCK'S SUBDIVISION BETWEEN LOTS 15 AND 16; FINDING THAT THE CLOSING OF THE RIGHT-OF-WAY WILL NOT ADVERSELY AFFECT THE PUBLIC HEALTH, SAFETY, OR WELFARE; THAT THE RIGHT-OF-WAY WILL REMAIN A UTILITY EASEMENT; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston desires to vacate lands consisting of an unimproved road between Lots 15 and 16 and release said property to the parcel owners of Lots 15 and 16 equally; and

WHEREAS, the City finds that the unimproved road is not vital to the City and no private property rights will be injured or endangered by vacating the unimproved road; and

WHEREAS, the City finds that it is proper and, in the interest, and welfare of the City and its citizens to close the Vacated Property; and

WHEREAS, the City will retain a 50' utility easement; and

WHEREAS, the City Council did hold the required public hearings, under the provisions of the amendment procedures established in Chapter 177, Florida Statutes; and

WHEREAS, proper notice of such unimproved road vacation was given pursuant to Chapter 336.10, Florida Statutes;

WHEREAS, the public will suffer no loss or inconvenience and in the interest of justice, the petition shall be granted; and

WHEREAS, the application for vacation is attached hereto as Exhibit A.

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

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

Section 2. The unimproved right-of-way known now as Bee Tree Lane and named Bee Tree Drive in plat book 1, page 50 of the public records of levy county and located within bullock's subdivision between lots 15 and 16 is hereby vacated.

Section 3. The City shall convey by Quit Claim Deed the Vacated Property to Marc J. Pompeo, Angela D. Pompeo (50%) AND Joseph M. Stark, Mary C-Et AL Stark, Johnnie Callahan (50%) (owners of property on both sides of said easement). The Council President is authorized to execute said Quit Claim Deeds.

Section 4. All costs and fees relating to the recording of the new deed will be the sole responsibility of the applicant for vacation.

Section 5. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Inclusion in the Code, Scrivener's Error. It is the intention of the City Council of the City of Williston, Florida, and it is hereby provided that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Williston, Florida; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section," "article," or other appropriate designation. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Manager or designee without public hearing, by filing a corrected or recodified copy of the same with the City.

Section 7. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 8. This ordinance shall take effect upon its passage at second and final reading.

PASSED ON FIRST READING, THIS 17th DAY OF MAY, 2022.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Williston, Florida, after properly dispensing with the second reading, on final reading this 7th day of June, 2022.

Attest:

City Of Williston

Latricia Wright
City Clerk

Debra Jones
President, City Council

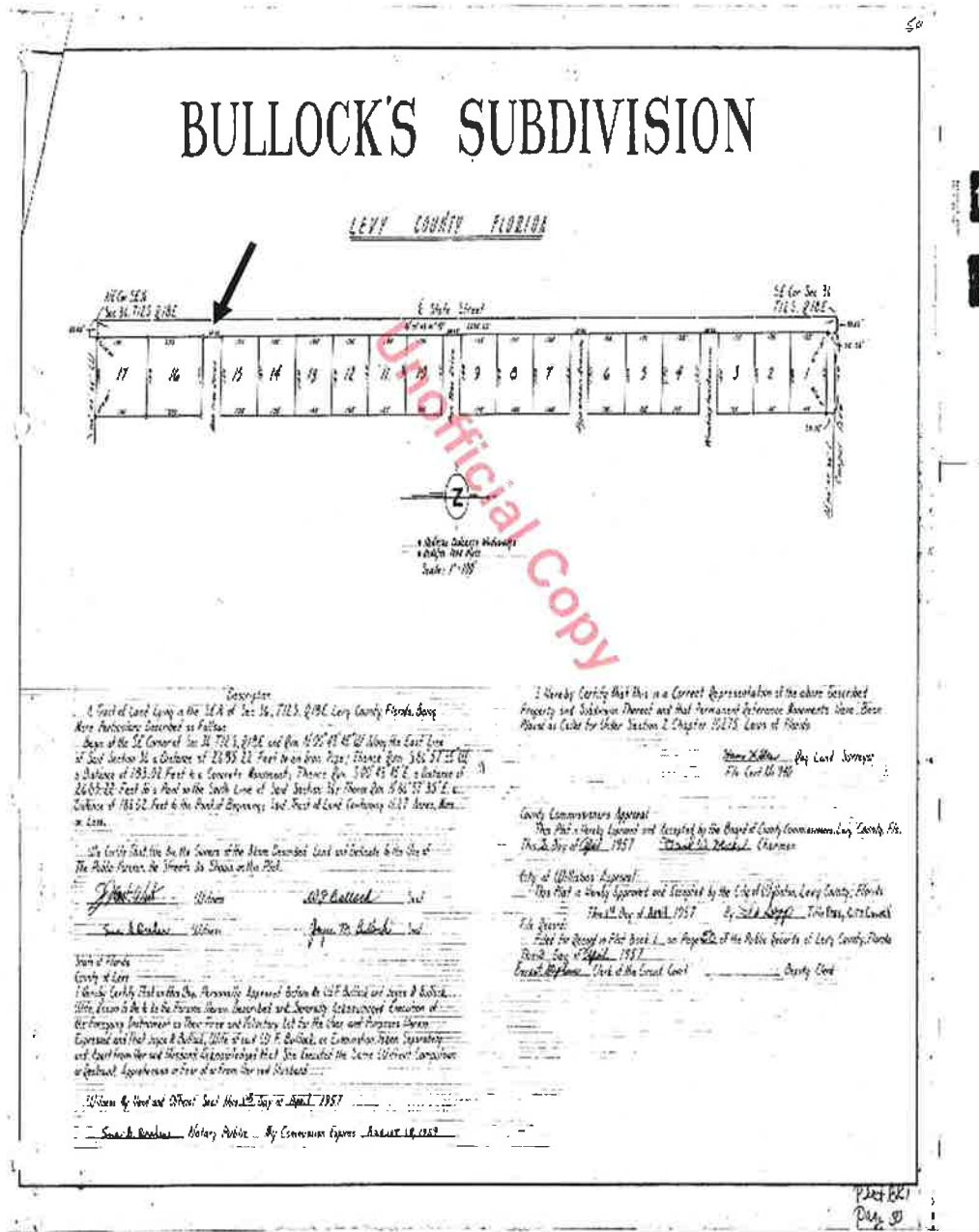
Scott Walker
City Attorney

Ordinance 2022-696 Exhibit A

5/9/22, 2:26 PM

Landmark Web Official Records Search

167-20101615_7/10/2017_167-20101615_7/10/2017



Date: May 17, 2022

COUNCIL AGENDA ITEM

TOPIC: VACATION OF ROAD CHURCH OF GOD PROPERTY

1ST READING ORDINANCE 2022-697

REQUESTED BY: LAURA JONES, CITY PLANNER

BACKGROUND / DESCRIPTION:

The City of Williston received a request to vacate a portion of an unused road called Bee Tree Lane. Property will remain a utility easement but will not be in the future plans for a road or access for property owners. Aerials and maps are attached as part of the application. Public Works has no issues with vacating the road.

LEGAL REVIEW: Complete

FISCAL IMPACTS: None

ATTACHMENTS: Application
Ordinance

COMMISSION ACTION:

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



City of Williston

PETITION FOR VACATE (Conservation/Drainage/Utility Easement – Plat- Right of Way)

Please remit to: Community Development Department
City of Williston
50 NW Main St
Williston, FL
32696

For more information please call 352-528-3060 Ext. 110 or email City.Planner@Willistonfl.org

APPLICATION – VACATE TYPES/FEEES (Process Per F.S. 177.101)

<input type="checkbox"/>	DRAINAGE EASEMENT	
<input type="checkbox"/>	PLAT	\$720 Fee includes cost of advertising
<input type="checkbox"/>	RIGHT-OF-WAY	(per Resolution 2006-02)
<input type="checkbox"/>	UTILITY EASEMENT	
<input checked="" type="checkbox"/>	OTHER EASEMENT	

PROJECT *Part of*

PARCEL ID #(S):	<i>06115-000-00</i>	<i>S01-T13-R18</i>
LOCATION OF VACATE REQUEST:	<i>850 SW 7th St Williston, FL 32696</i>	<i>Hillcrest Unit 1 PB 2/Pg 5</i>
REASON FOR REQUEST:	<i>Unconstructed Road / Not Needed / the trying to expand</i>	
ZONING:	<i>Commercial</i>	FUTURE LAND USE: TOTAL ACERAGE: <i>0.207 AC ±</i>
WATER PROVIDER:		SEWER PROVIDER:
ELECTRIC PROVIDER:	<i>✓</i>	TELEPHONE PROVIDER:
CABLE PROVIDER:		GAS PROVIDER:

APPLICANT/OWNER

NAME: Eric Brooks	COMPANY: Church of God
ADDRESS: 850 SW 7th St	
CITY: Williston	STATE: FL ZIP: 32696
PHONE: 352-528-5982	EMAIL:

CONSULTANT

NAME: Stephen M McMillen PSM	COMPANY: McMillen Surveying, Inc
ADDRESS: 444 NW Main St	
CITY: Williston	STATE: FL ZIP: 32696
PHONE: 352-528-6277	EMAIL: quotes@mcmsurveying.com

ADDITIONAL OWNER(S)

(Include notarized owner's authorization form)

NAME:		
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	EMAIL:	

ATTACHMENT CHECKLIST

ALL VACATES (ALL ITEMS LISTED TO BE SUBMITTED IN ADDITION TO THE SPECIFIC DOCUMENTS UNDER TYPE BELOW)	
<input checked="" type="checkbox"/>	APPLICATION
<input checked="" type="checkbox"/>	APPLICATION FEE
<input checked="" type="checkbox"/>	SKETCH AND LEGAL DESCRIPTION OF AREA TO BE VACATED IN 8.5" X 11" OR 8.5" BY 14" LABELED EXHIBIT A
<input checked="" type="checkbox"/>	LEGAL DESCRIPTION IN MICROSOFT WORD DOCUMENT
DRAINAGE & UTILITY EASEMENT	
<input type="checkbox"/>	STATEMENT OF TAX STATUS REFLECTING ALL TAXES HAVE BEEN PAID
<input type="checkbox"/>	LETTER TO THE CITY STATING 1) THE DATE SUNSHINE 911 WAS CONTACTED TO PERFORM UTILITY LOCATES AND WHEN THE LOCATES WOULD BE COMPLETED.

PLAT

- ☐ STATEMENT OF TAX STATUS REFLECTING ALL TAXES HAVE BEEN PAID
- ☐ LETTER TO THE CITY STATING 1) THE DATE SUNSHINE 911 WAS CONTACTED TO PERFORM UTILITY LOCATES AND WHEN THE LOCATES WOULD BE COMPLETED.
- ☐ CERTIFICATE OF TITLE

RIGHT OF WAY

- ☐ LETTER TO THE CITY STATING 1) THE DATE SUNSHINE 911 WAS CONTACTED TO PERFORM UTILITY LOCATES AND WHEN THE LOCATES WOULD BE COMPLETED.

OTHER EASEMENT

- ☒ DOCUMENT OF EQUAL DIGNITY (PLEASE PROVIDE IN A DIGITAL FORMAL WITH THIS APPLICATION OR ARRANGE TO EMAIL THE COMMUNITY DEVELOPMENT DEPARTMENT).



SIGNATURE OF OWNER/AUTHORIZED AGENT

10-8-21

DATE

Staff Use Only

Application Number	VP__-____
Date Received	
Receiver Name (print)	
Fee Paid:	\$



McMillen Surveying, Inc.

444 Northwest Main Street

Williston, Florida, 32696

Office: 352 528-6277

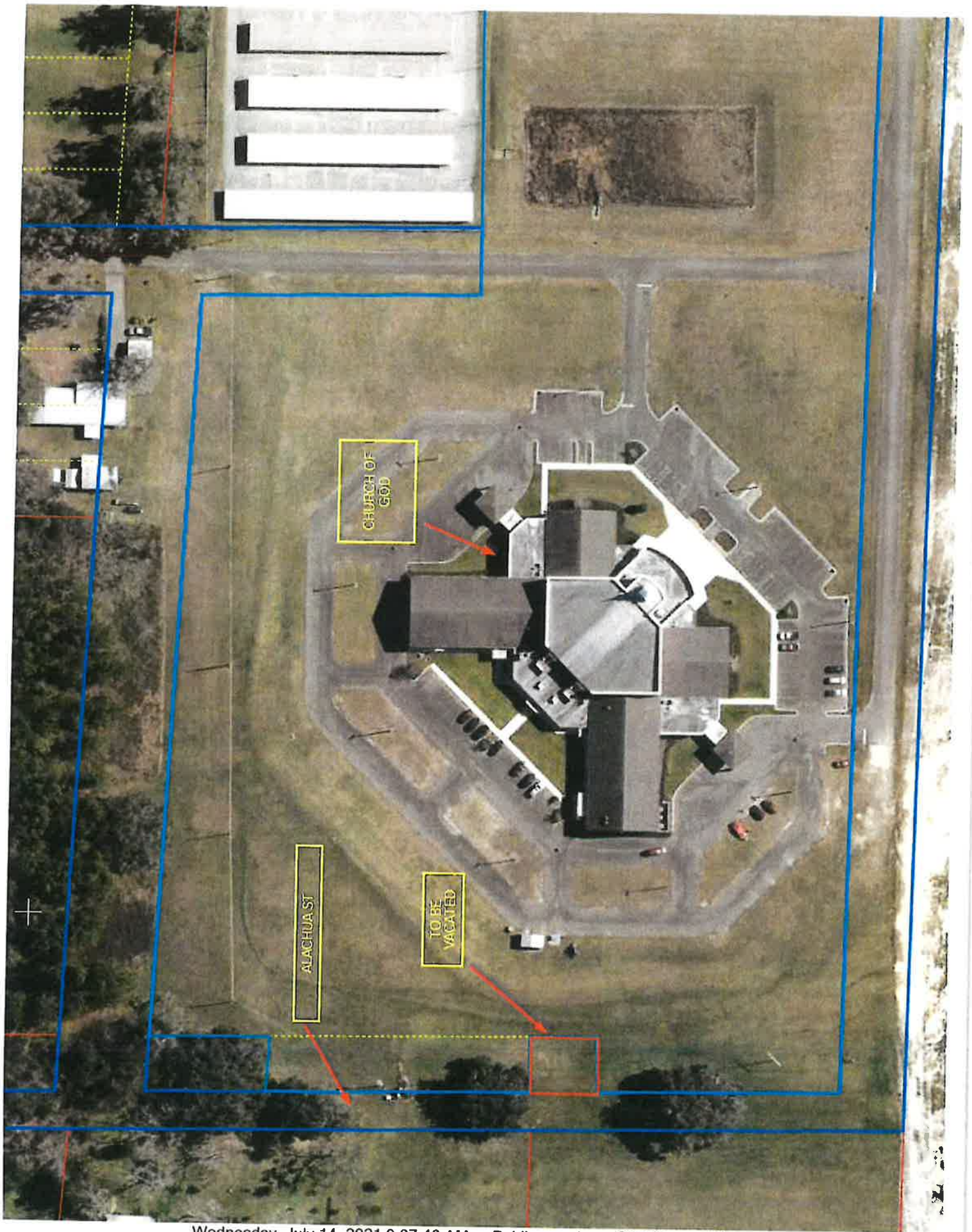
October 8, 2021

Description: (by surveyor) - City of Williston to Church of God, Vacate "A"

That portion of Indiana Avenue between the West 50 feet of Lot 9, Block 15 and the West 50 feet of Lot 2, Block 16, Hill Crest Unit No. 1, according to the plat thereof, as recorded in Plat Book 2, page 5 of the public records of Levy County, Florida; lying in the Southeast $\frac{1}{4}$ of Section 1, Township 13 South, Range 18 East, Levy County, Florida; being more particularly described as follows:

Begin at the Southwest corner of said Lot 2, Block 16 and run thence North $00^{\circ}19'33''$ West, along the East right-of-way line of Alachua Street per said Hill Crest Unit No. 1, a distance of 60.00 feet to the Southwest corner of said Lot 9, Block 15; thence North $89^{\circ}05'04''$ East, along the South line of said Lot 9, Block 15, a distance of 50.12 feet; thence South $00^{\circ}19'09''$ East, a distance of 60.00 feet to the North line of said Lot 2, Block 16; thence South $89^{\circ}05'04''$ West, along said North line, a distance of 50.12 feet to the said Point-of-Beginning.

Containing 0.069 Acres, more or less.



PART B. APPLICANT / AGENT / OWNER INFORMATION (please complete legibly)

Date (date application is signed)	
Applicant Name	Williston Church of God
Applicant Contact (Phone No./ Email)	Erik Brooks – 352-528-5982
Applicant Mailing Address	850 SW 7 th St, Williston, FL 32696
Agent Name (if different from applicant)	McMillen Surveying, Inc – Steve McMillen
Agent Contact (Phone No./Email)	352-528-6277
Agent Mailing Address	444 NW Main St, Williston, FL 32696
Contact Information (Phone No./ Email)	quotes@mcsurveying.com
Parcel Information	
Name of Plat (or portion) to be Vacated	Hillcrest Unit 1
Plat Book/Page	PB 2 / PG 5
Parcel Number(s)	06115-000-00
Section/ Township/Range	01-13-18
By signing below, the applicant acknowledges that the information provided to the City on this application is true and, that they have read PART A of this Form, and that the applicant listed above is authorized to submit any and all information required by the City for the purposes of this application.	
Signature of Applicant	
Date	



Overview



Legend

- Parcels**
- Parcel Lines**
 - <all other values>
 - Construction
 - Easement
 - Lot
 - Miscellaneous
 - Parcel
 - Private Road
 - Road Right of Way
 - Subdivision
 - Water
- Roads**
- City Labels**

Parcel ID	0611500000	Physical Address	850 SW 7 ST	Building Value	\$3,624,090	Last 2 Sales			
Property Use	7100 - CHURCHES	Mailing Address	WILLISTON	Extra Feature Value	\$186,776	Date	Price	Reason	Qual
Taxing District	WILLISTON	Address	CHURCH OF GOD OF WILLISTON	Market Land Value	\$287,581	6/22/2007	\$360000	n/a	Q
Acres	13.17		850 SW 7TH ST	Ag Land Value	\$287,581	n/a	0	n/a	n/a
			WILLISTON FL 32696	Just Value	\$4,098,450				
				Assessed Value	\$4,098,450				
				Taxable Value	\$0				

Date created: 6/28/2021
Last Data Uploaded: 6/25/2021 7:19:14 PM

Developed by  **Schneider**
GEOSPATIAL

National Flood Hazard Layer FIRMMette



82°27'40"W 29°20'55"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- | | |
|------------------------------------|--|
| SPECIAL FLOOD HAZARD AREAS | <ul style="list-style-type: none"> Without Base Flood Elevation (BFE)
Zone A, V, AE9 With BFE or Depth Zone AE, AO, AH, VE, AR Regulatory Floodway |
| OTHER AREAS OF FLOOD HAZARD | <ul style="list-style-type: none"> 0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone 2 Future Conditions 1% Annual Chance Flood Hazard Zone X Area with Reduced Flood Risk due to Levee, See Notes, Zone X Area with Flood Risk due to Levee Zone 3 |
| OTHER AREAS | <ul style="list-style-type: none"> NO SCREEN Area of Minimal Flood Hazard Zone 3 Effective LOMRs Area of Undetermined Flood Hazard Zone 3 |
| GENERAL STRUCTURES | <ul style="list-style-type: none"> Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall |
| OTHER FEATURES | <ul style="list-style-type: none"> Cross Sections with 1% Annual Chance Water Surface Elevation Coastal Transect Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary Coastal Transect Baseline Profile Baseline Hydrographic Feature |
| MAP PANELS | <ul style="list-style-type: none"> Digital Data Available No Digital Data Available Unmapped |

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/28/2021 at 8:57 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Summary

Parcel ID 0611500000
Location 850 SW 7 ST
Address WILLISTON 32696-
Neighborhood 05.00 (5)
Legal 01-13-18 HILLCREST UNIT 1 ALL BLKS 13 THRU 20 & S 50 FT OF BLKS 11 & 12 AND W 50 FT OF LOTS 5 & 9 BLK 15 & VAC STREETS OR BOOK 1081
Description* PAGE 127 & OR BOOK 1220 PAGE 602
*The legal description shown here may be condensed, a full legal description should be obtained from a recorded deed for legal purposes.
Property Use CHURCHES (7100)
Code
Subdivision HILLCREST UNIT 1
Sec/Twp/Rng 01-13-18
Tax District WILLISTON (District WI)
Millage Rate 21.8725
Acreage 13.170
Homestead N
Ag No
Classification

View Map

Owner

Owner Name Church Of God Of Williston 100%
Mailing Address 850 SW 7TH ST
 WILLISTON, FL 32696

Valuation

	2021 Preliminary Value Summary
Building Value	\$3,624,090
Extra Features Value	\$186,776
Market Land Value	\$287,581
Ag Land Value	\$287,581
Just (Market) Value	\$4,098,447
Assessed Value	\$4,098,447
Exempt Value	\$4,098,447
Taxable Value	\$0
Cap Differential	\$0
Previous Year Value	\$4,068,815

Exemptions

Homestead ⇅ 2nd Homestead ⇅ Widow/er ⇅ Disability ⇅ Seniors ⇅ Veterans ⇅ Other ⇅

Building Information

Building	1	Roof Cover	ASPHALT/COMP SHG
Actual Area	42951	Interior Flooring	CARPET
Conditioned Area	38516	Interior Wall	DRYWALL
Actual Year Built	2010	Heating Type	FORCED AIR DUCTED
Use	CHURCH	Air Conditioning	CENTRAL
Exterior Wall	CB STUCCO, BRICK	Baths	
Roof Structure	GABLE OR HIP		

Description	Conditioned Area	Actual Area
BASE	38516	38516
UNFINISHED OPEN PORCH	0	70
UNFINISHED OPEN PORCH	0	180
FINISHED CARPORT	0	592
UNFINISHED OPEN PORCH	0	588
UNFINISHED OPEN PORCH	0	260
CANOPY	0	814
CANOPY	0	813
UNFINISHED OPEN PORCH	0	260
FINISHED CARPORT	0	578
UNFINISHED OPEN PORCH	0	200
UNFINISHED OPEN PORCH	0	80

42951

Code Description	BLD	Length	Width	Height	Units
ASPHALT 4	0	0	0	0	94000
CURB 4	0	0	0	0	1788
CONCRETE 5/COM SIDEWALK	0	0	0	0	3880
CONCRETE 4	0	0	0	0	1500
YRD LGHT 1	0	0	0	0	7
YRD LGHT 2	0	0	0	0	8
DU-C STORAGE	0	18	12	0	216

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
CHURCHES	0	0	13.17	AC	\$287,581

		Instrument						
Sale Date	Sale Price	Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
11/15/2010	\$100.00	WL	<u>1220</u>	<u>602</u>	U	V	ROBINSON GLEN SELVYN & PATRICIA ELLA	CHURCH OF GOD OF WILLISTON
6/22/2007	\$360,000.00	WD	<u>1081</u>	<u>127</u>	Q	V	ROBINSON BEULAH H -TR-	CHURCH OF GOD OF WILLISTON
4/30/2007	\$100.00	WD	<u>1072</u>	<u>515</u>	U	V	ROBINSON BEULAH H	ROBINSON BEULAH H -TR-
6/1/2006	\$100.00	WD	<u>1024</u>	<u>405</u>	U	V	ROBINSON BEULAH H	

Room Type	Area
CANOPY	0
FINISHED CARPORT	0
UNFINISHED OPEN PORCH	0
Base	0

Map



No data available for the following modules: Photos.

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[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Last Data Upload: 6/25/2021, 7:19:14 PM



Map data © 2021

B12.00
10

Prepared by and return to:

Norm D. Fugate, P.A.

P. O. Box 98

Williston, FL 32696

352-528-0019

File Number: 2892

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 15th day of November, 2010 between Glen Selvyn Robinson and Patricia Ella Robinson, husband and wife whose post office address is 3350 NE 187th Court, Williston, FL 32696, grantor, and Erik B. Brooks, Cecil E. Ward, and Michael T. Etheridge, as Trustees of the Church of God of Williston, Florida whose post office address is 850 SW 7th Street, Williston, FL 32696, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Levy County, Florida to-wit:

The West 50 feet of Lots 5, 8 and 9, Block 15 of Hill Crest Unit No. 1, according to the plat thereof, as recorded in plat book 2, page 5 of the public records of Levy County, Florida.

Parcel Identification Number: 04333-004-00 (a portion of)

Subject to covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2009.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness Name: Erik B. Brooks

[Signature]
Glen Selvyn Robinson

[Signature]
Witness Name: Charon Benton

[Signature]
Patricia Ella Robinson

State of Florida
County of Levy

The foregoing instrument was acknowledged before me this 15th day of November, 2010 by Glen Selvyn Robinson and Patricia Ella Robinson, who ☐ are personally known or ☒ have produced a driver's license as identification.

[Notary Seal]



[Signature]
Notary Public

Printed Name: Anneil Gosnell

My Commission Expires: 4/10/14

ORDINANCE NO. 2022-697

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; PROVIDING FOR THE PERMANENT CLOSING OF THE UNIMPROVED ROAD LOCATED AT 850 SW 7TH STREET, WILLISTON, FLORIDA IN PLAT BOOK 2, PAGE 5, HILLCREST UNIT 1, OF THE PUBLIC RECORDS OF LEVY COUNTY; FINDING THAT THE CLOSING OF THE ROAD WILL NOT ADVERSELY AFFECT THE PUBLIC HEALTH, SAFETY, OR WELFARE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston desires to vacate lands consisting of an unimproved road located within parcel 06115-000-00, in the Hillcrest Unit 1 Subdivision, Plat Book 2, Page 5; and

WHEREAS, the City finds that the vacated unimproved road is not vital to the City and no private property rights will be injured or endangered by vacating the unimproved road; and

WHEREAS, the City finds that it is proper and, in the interest, and welfare of the City and its citizens to close the Vacated Property; and

WHEREAS, the City Council did hold the required public hearings, under the provisions of the amendment procedures established in Chapter 177, Florida Statutes; and

WHEREAS, proper notice of such unimproved road vacation was given pursuant to Chapter 336.10, Florida Statutes;

WHEREAS, the public will suffer no loss or inconvenience and in the interest of justice, the petition shall be granted; and

WHEREAS, the application for vacation is attached hereto as Exhibit A.

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

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

Section 2. The unimproved road located at 850 SW 7th Street, Williston, Florida in plat book 2, page 5, Hillcrest unit 1, of the public records of Levy County is hereby vacated.

Section 3. The City shall convey by Quit Claim Deed the Vacated Property to the Church of God as outlined in the application. The Council President is hereby authorized to execute said Quit Claim Deed.

Section 4. All costs and fees relating to the recording of the new deed will be the sole responsibility of the applicant for vacation.

Section 5. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Inclusion in the Code, Scrivener's Error. It is the intention of the City Council of the City of Williston, Florida, and it is hereby provided that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Williston, Florida; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section," "article," or other appropriate designation. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Manager or designee without public hearing, by filing a corrected or recodified copy of the same with the City.

Section 7. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 8. This ordinance shall take effect upon its passage at second and final reading.

PASSED ON FIRST READING, THIS 17th DAY OF MAY, 2022.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Williston, Florida, after properly dispensing with the second reading, on final reading this 7th day of June, 2022.

Attest:

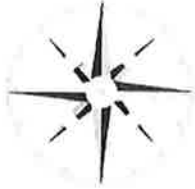
City Of Williston

Latricia Wright
City Clerk

Debra Jones
President, City Council

Scott Walker
City Attorney

Ordinance 2022-697 Exhibit A



McMillen Surveying, Inc.

444 Northwest Main Street
Williston, Florida, 32696
Office: 352 528-6277

October 8, 2021

Description: (by surveyor) - City of Williston to Church of God, Vacate "A"

That portion of Indiana Avenue between the West 50 feet of Lot 9, Block 15 and the West 50 feet of Lot 2, Block 16, Hill Crest Unit No. 1, according to the plat thereof, as recorded in Plat Book 2, page 5 of the public records of Levy County, Florida; lying in the Southeast $\frac{1}{4}$ of Section 1, Township 13 South, Range 18 East, Levy County, Florida; being more particularly described as follows:

Begin at the Southwest corner of said Lot 2, Block 16 and run thence North $00^{\circ}19'33''$ West, along the East right-of-way line of Alachua Street per said Hill Crest Unit No. 1, a distance of 60.00 feet to the Southwest corner of said Lot 9, Block 15; thence North $89^{\circ}05'04''$ East, along the South line of said Lot 9, Block 15, a distance of 50.12 feet; thence South $00^{\circ}19'09''$ East, a distance of 60.00 feet to the North line of said Lot 2, Block 16; thence South $89^{\circ}05'04''$ West, along said North line, a distance of 50.12 feet to the said Point-of-Beginning.

Containing 0.069 Acres, more or less.

COUNCIL AGENDA ITEM

TOPIC: Electric Ordinance Changes / Rate & Fee Adjustments

ORDINANCE 2022-698: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; MAKING CERTAIN FINDINGS AND DETERMINATIONS; AMENDING SECTION 40-142 OF THE CODE OF ORDINANCES, CITY OF WILLISTON, FLORIDA; ADOPTING, ENACTING, AND PROVIDING FOR ELECTRIC UTILITY RATEMAKING BY RESOLUTION; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

PREPARED BY: Donald Barber, Public Works Supervisor

BACKGROUND / DESCRIPTION: The City of Williston has not updated their Electric rates since 2010. In over ten years the electric utility has been unable to invest in its own electric infrastructure. The city currently uses almost a million dollars annually for the General fund, and in the next five years, current revenues are projected to decrease to just over Four-thousand dollars for the general fund. This change will allow the council to do an annual review of the status of our electric rate structure by resolution, instead of changing the ordinance itself.

LEGAL REVIEW: YES / FMPA

FISCAL IMPACTS: To be determined

RECOMMENDED ACTION: Staff recommends approval of the Ordinance.

ATTACHMENTS: Ordinance change with rate adjustment.

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

ORDINANCE NUMBER 2022-698

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; MAKING CERTAIN FINDINGS AND DETERMINATIONS; AMENDING SECTION 40-142 OF THE CODE OF ORDINANCES, CITY OF WILLISTON, FLORIDA; ADOPTING, ENACTING, AND PROVIDING FOR ELECTRIC UTILITY RATEMAKING BY RESOLUTION; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 40-142 of the Code of Ordinances, City of Williston, Florida (the "Code") currently provides the electric rates for the City's provision of retail electric service within its electric service territory, as approved by the Florida Public Service Commission, which was last amended by the City Council in January 2013;

WHEREAS, the City has entered into advantageous wholesale power supply agreements to maintain low rates for its retail electric customers, but the energy industry, and the United States as a whole, is now experiencing significant cost increases, particularly for natural gas, which is used as fuel for approximately 80% of the power produced in the State of Florida, including power purchased by the City;

WHEREAS, due to the impacts of the COVID-19 pandemic, global supply-chain instability, and an increase in the incidences of violent conflicts in the world, including Russia's invasion and ongoing military offensive against Ukraine, the City is also experiencing increasing costs in necessary equipment and materials for its electric utility, and a delay in obtaining such equipment and materials that poses a risk to the City's continued low cost operations;

WHEREAS, the City Council hereby finds and determines that its future adoption of retail electric rates and charges would be better accomplished by adoption of a resolution, to effectively and timely address cost increases and other cost changes in the City's cost of power and the procurement of necessary equipment and materials for its electric utility operations;

WHEREAS, the City's adoption of this ordinance is required to comply with, and is expressly authorized by Florida law, including, but not limited to, part I of chapter 166, Florida Statutes;

WHEREAS, this ordinance relates both to the budget of the City and a revenue source necessary to fund the budget, as the City's electric utility operations are contemplated in the City's budget to provide a key source of revenue for the City; and

WHEREAS, the City Council hereby finds and determines that the adoption of this ordinance is necessary and appropriate for the procurement of future equipment and materials for the City's electric utility operations, and for ensuring the continued low cost of those electric utility operations, which are vital to promoting, enabling, and facilitating the City's provision of economic competitiveness for its residents, businesses, and visitors.

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

Section 1. Incorporation of Recitals. The above recitals are true and accurate and are hereby incorporated herein and made a material part of this ordinance.

Section 2. Amendment to Section 40-142 of the Code. Section 40-142 of the Code is hereby amended and restated in full as follows:

Schedule of rates and charges. Except as provided in sections 40-144 and 40-145, the schedule of rates and charges for the city's electric utility is to be established, and may be amended from time to time, by resolution of the City Council.

Section 3. Repeal of Conflicting Ordinances. All ordinances or parts of ordinances in conflict with this ordinance are, to the extent of the conflict with this ordinance, hereby repealed.

Section 4. Severability. Should the provisions of this ordinance be declared to be severable and if any section, sentence, clause, or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance, but they shall remain in effect, it being the legislative intent that this ordinance shall remain notwithstanding the invalidity of any part.

Section 5. Effectiveness. This ordinance shall become effective immediately upon its passage.

[Continued on Following Page]

PASSED this ____ day of May, 2022, on the first reading by a vote of _____.

PASSED AND ADOPTED this ____ day of _____, 2022, on second reading
by a vote of _____.

Attest:

CITY COUNCIL OF THE
CITY OF WILLISTON, FLORIDA

Latricia Wright
City Clerk

Debra Jones
President, City Council

Approved as to legal form and content:

Scott Walker
City Attorney



National Energy Prices Rising, Williston's Electric Utility Remains Competitive

Williston City Commission

March 10, 2022

Rising Energy Costs and Inflation Affecting Customers

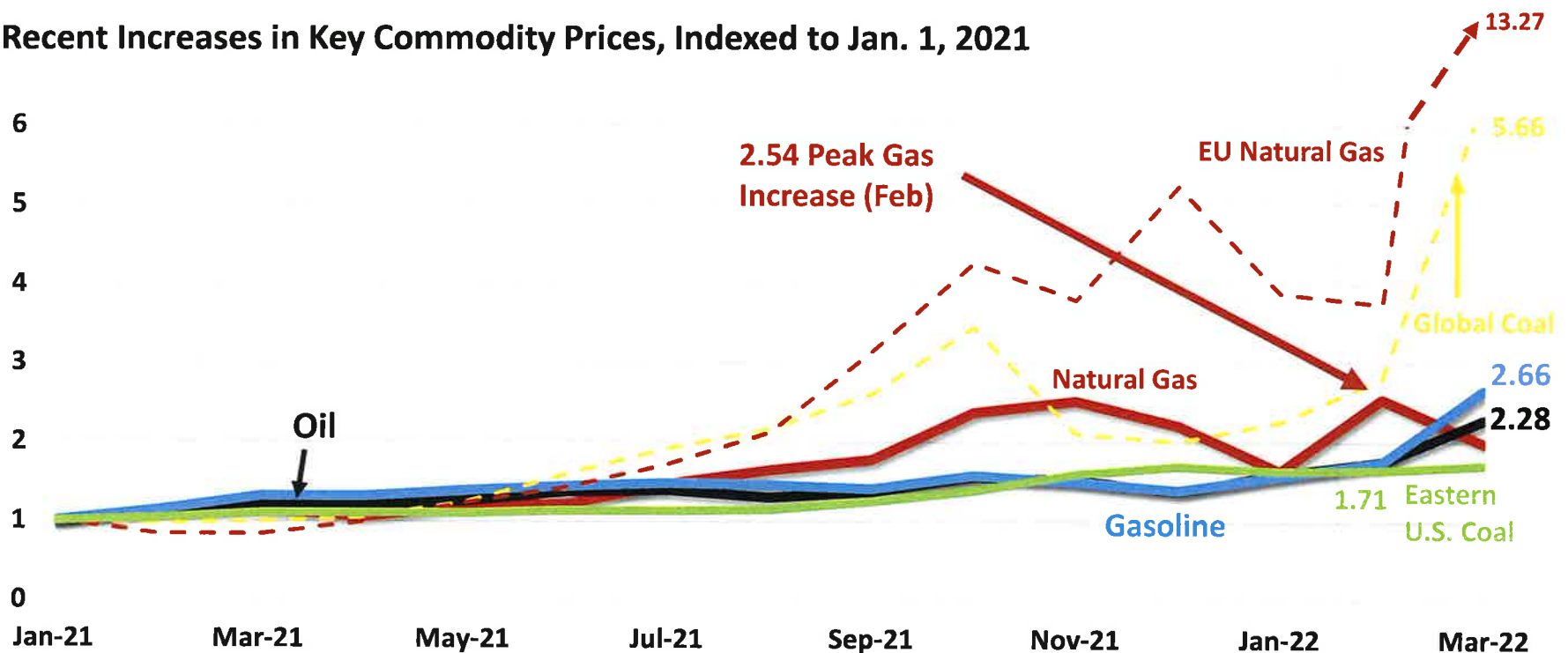
Williston's Electric Utility Great Value, Needs System Investment

- Global and national energy supply not keeping pace with post-COVID energy recovery
- National energy prices up 70% -165% over last year, leading inflation
- Average Florida families paying ~\$1,600 -\$3,000 more for energy this year
- Floridians' electric bills up ~7%-15% this year
- Williston has some of the lowest residential rates in the state
- Electric prices in Williston are ~17% lower than in 2006
- To add more value and stay competitive, Williston needs to invest in system

U.S. Energy Prices Up 70%-165% in Last Year

Global Energy Prices Up 120 – 1,200% Year Over Year

Recent Increases in Key Commodity Prices, Indexed to Jan. 1, 2021

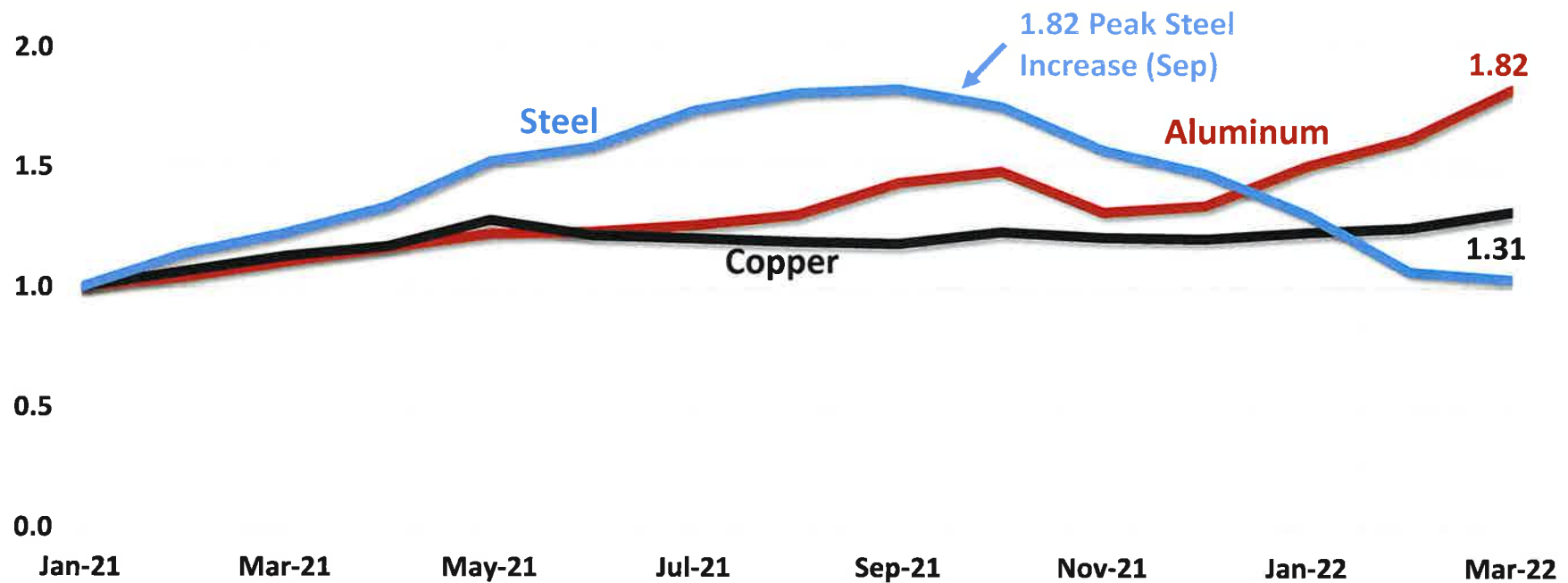


SOURCE: NYMEX Future Contract Settle Prices (NG-Henry Hub, Oil-WTI, Gasoline-RBOB). Global Coal prices from market.businessinsider.com. Eastern U.S. Coal spot price Nasdaq.com, EU Nat. Gas Import Price from ycharts.com. March data derived from the WSJ, CME Group data and gasprices.aaa.com.

U.S. Metal Material Prices Up 30%-80% in Last Year

Aluminum is Outpacing Copper and Steel, Impacting Parts Costs

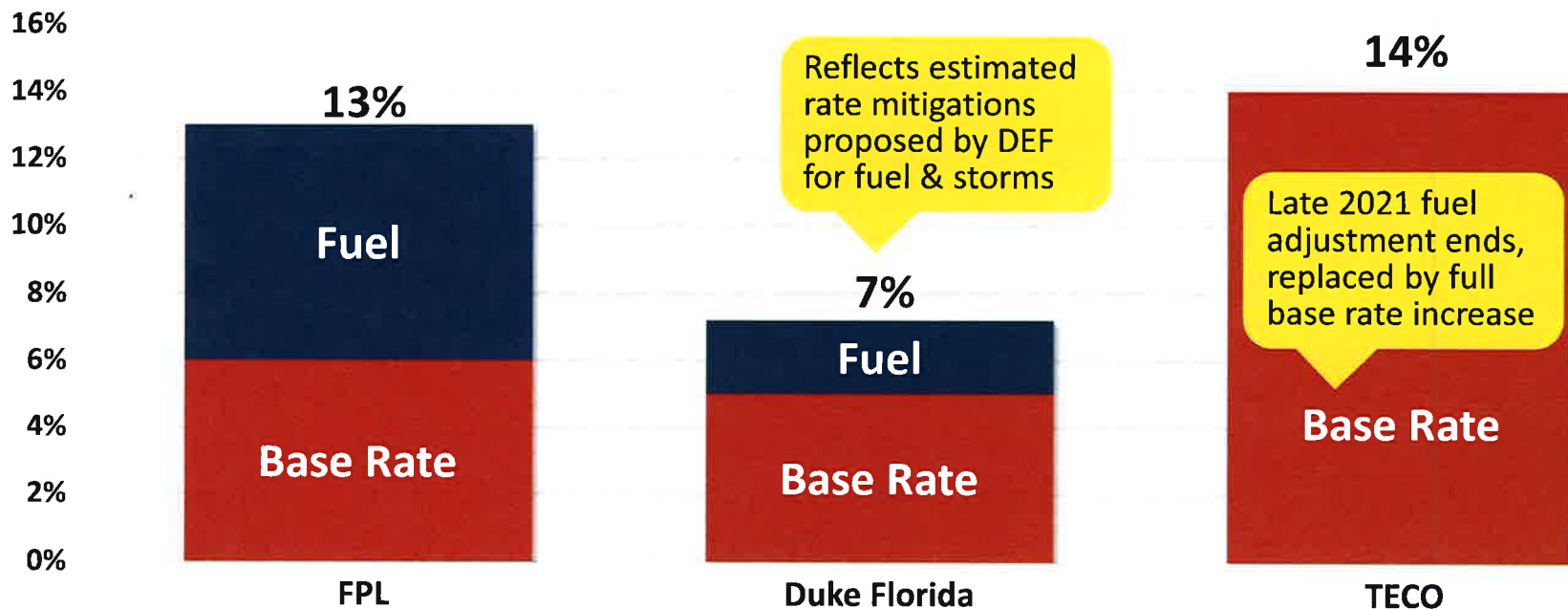
Recent Increases in Key Metal Prices, Indexed to Jan. 1, 2021



Rates for Florida's Major Utilities Up ~11%* in January

Driven by Higher Natural Gas Costs and Storm Hardening/Solar

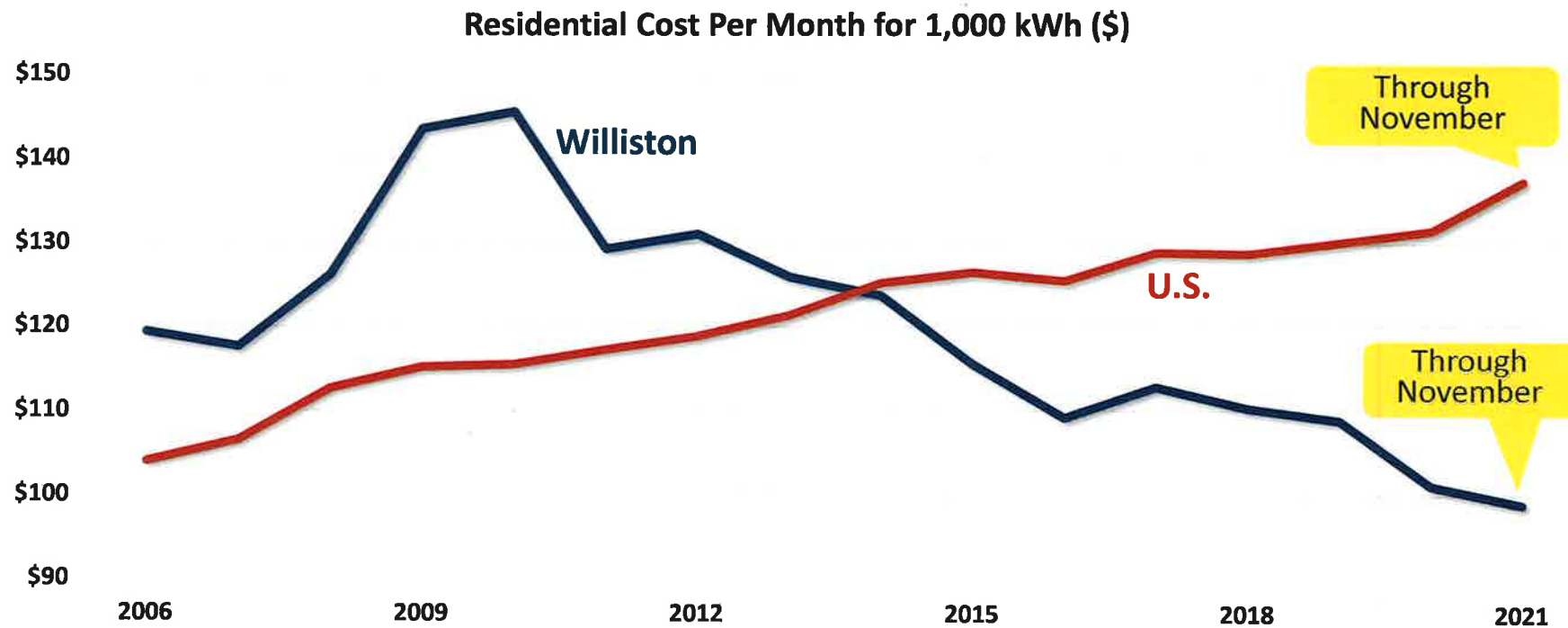
Estimated % Increase, Effective January 2022



*Based on publicly available estimates from utility sources for approved settlements. Average is a weighted average of sales.

Williston's Electric Bills Lower Today Than in 2006

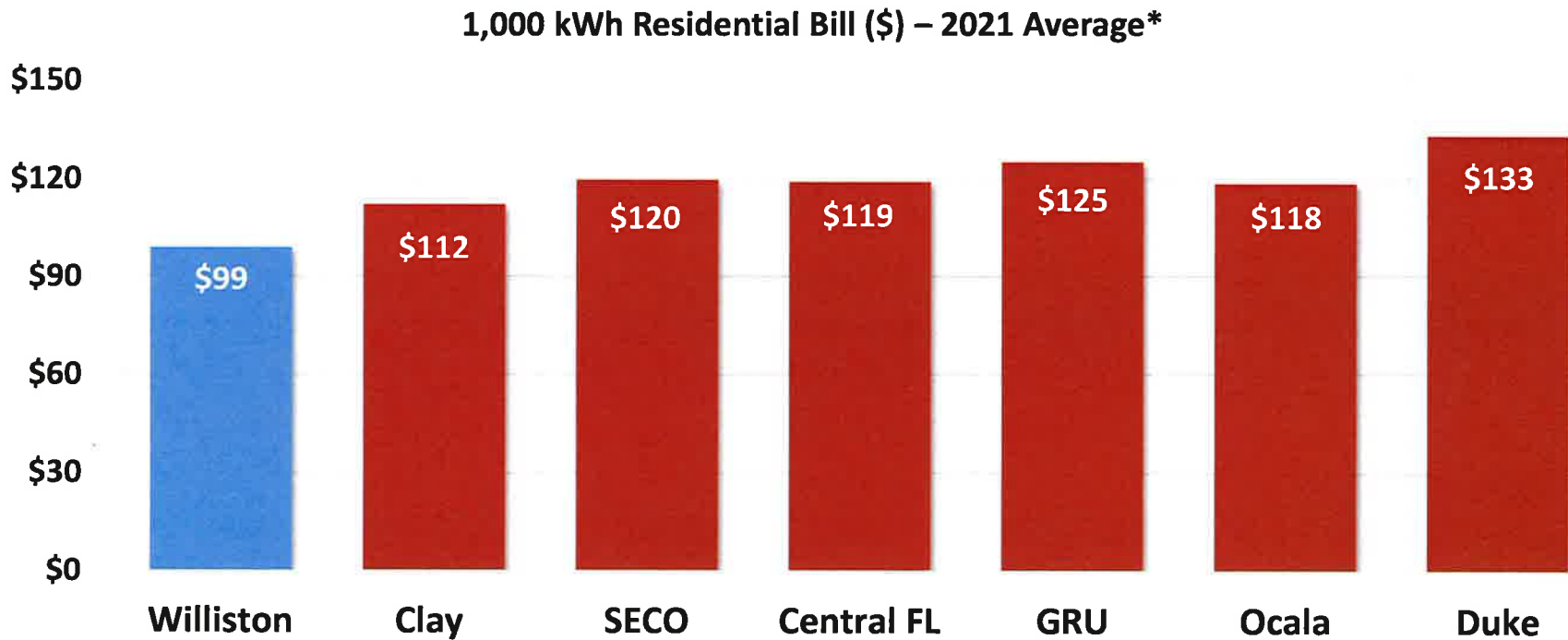
*Residential Rates Down ~17%, U.S. Rates Up ~32%**



*City rates from FMEA analysis of 1,000 kWh per month and U.S. from EIA Annual Electricity for residential

Williston Low Cost vs. Neighboring Electric Utilities

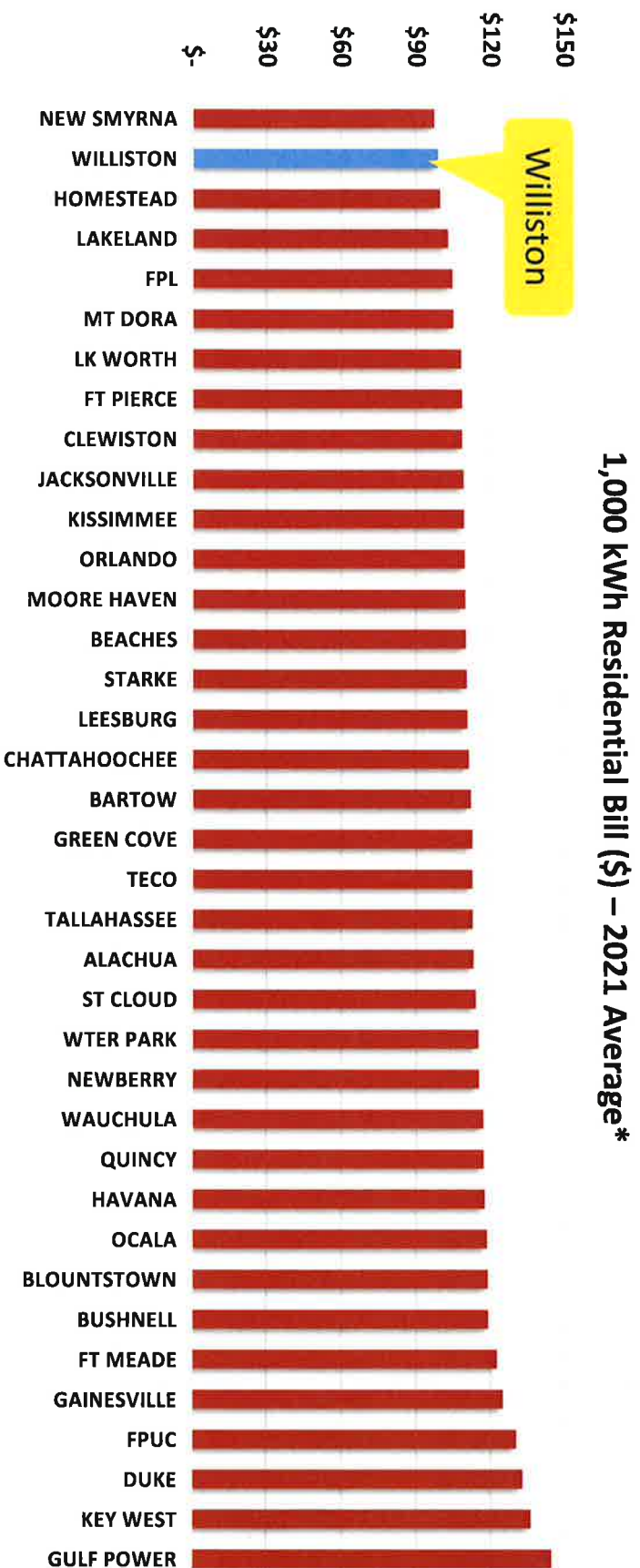
Average City Customer Saves \$13 to \$34 Per Month



*SOURCES: FMEA, FKEC Board Book. FMEA data through November 2021

Williston One of Lowest Cost Electric Utilities in State

Low Rates Driven by New Wholesale Power Contract

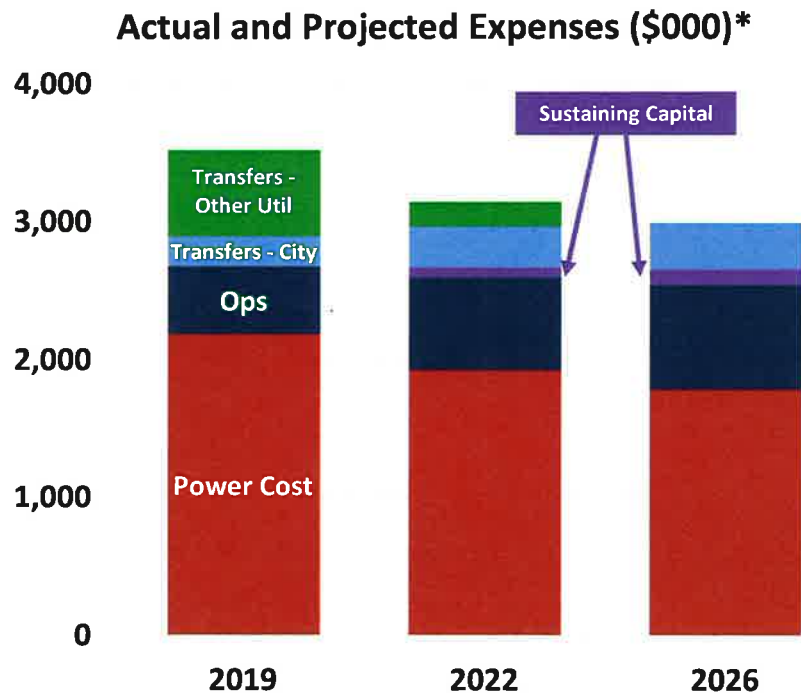


*SOURCE: FMEA data through November 2021



Williston's Electric Costs Decreased with New Contract

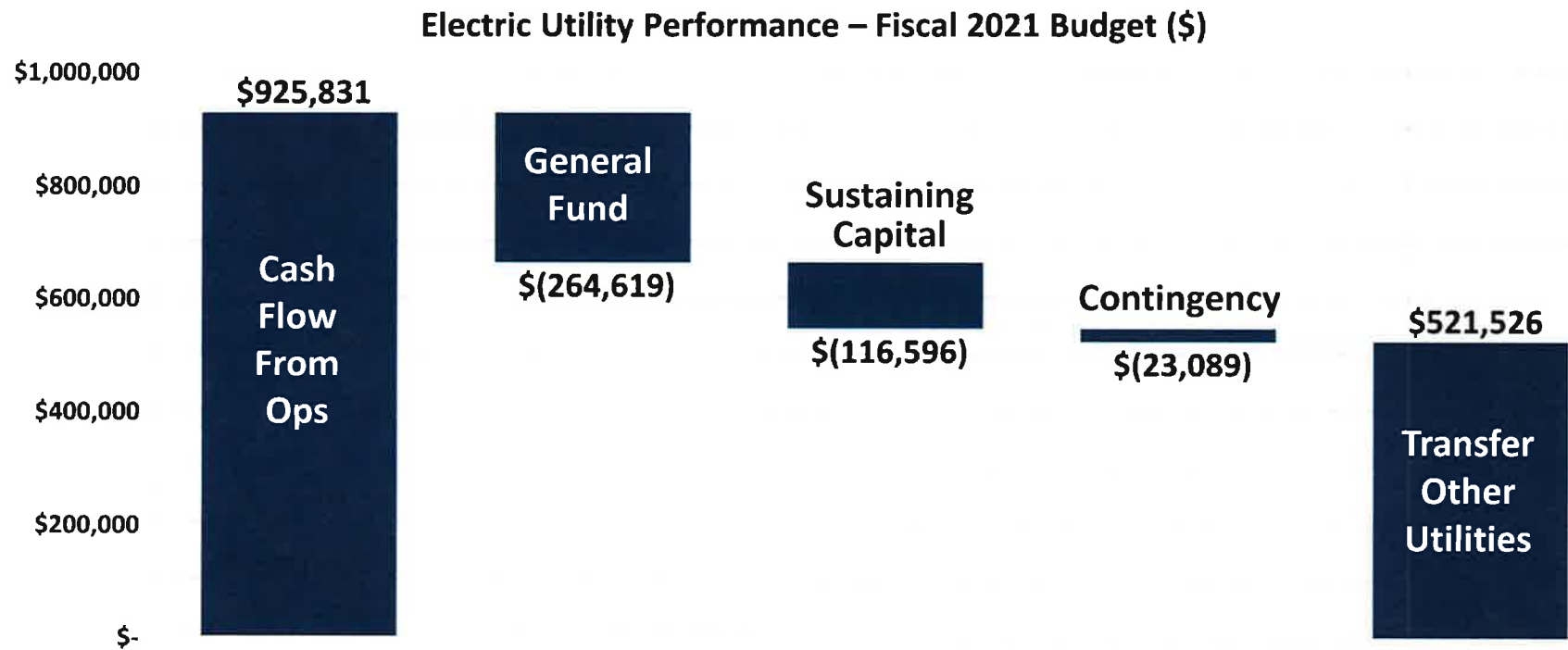
All Cost Reductions from Power Contract



- Rate dropped significantly with lower power costs
- Utility operating costs increasing
- Sustaining capital at unsustainably low level
- City and other utilities transfers significant
 - Need to moderate transfers to manage electric rates
- Need to raise electric rates to cover increased operating and capital

Electric Utility Providing High Value to City

Operating Results Drive Contributions to City, Other Utilities



Williston's Operating Costs Expected to Increase

Investment in Facilities and Staff Needed

- Electric utility needs capable staff, paid competitively to maintain and improve system operations
- Electric system needs investment to catch up from years of under investment
- Inflationary costs anticipated in materials and supplies
- Targeted rate adjustment to “share benefits” with customers and need for facility upgrades

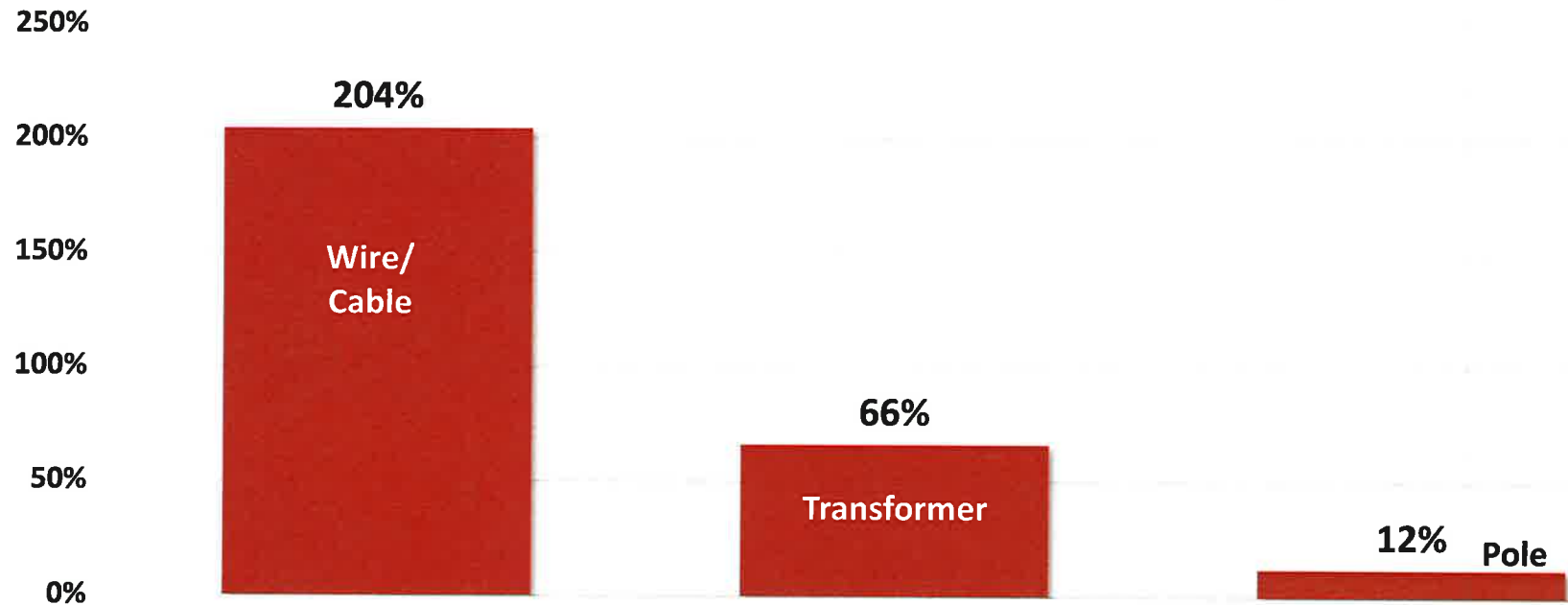
**Aging Poles and Infrastructure
Need to be Replaced**



Parts Needed to Maintain System More Expensive

Change in Cost Higher than Typical Inflation

Estimated Percent Increase in Cost Since 2018/2019 – Key Electric System Parts*

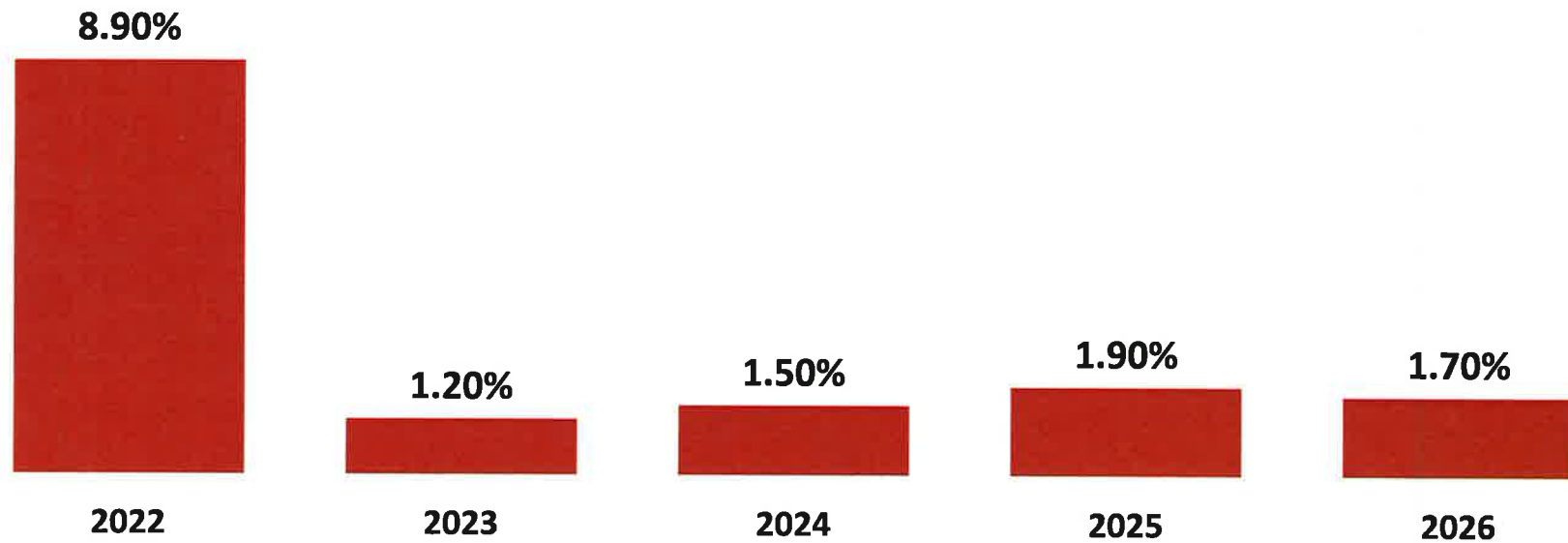


Staff Suggesting Rate Increase to Support Investment

Supports Goals with Staying Low Cost

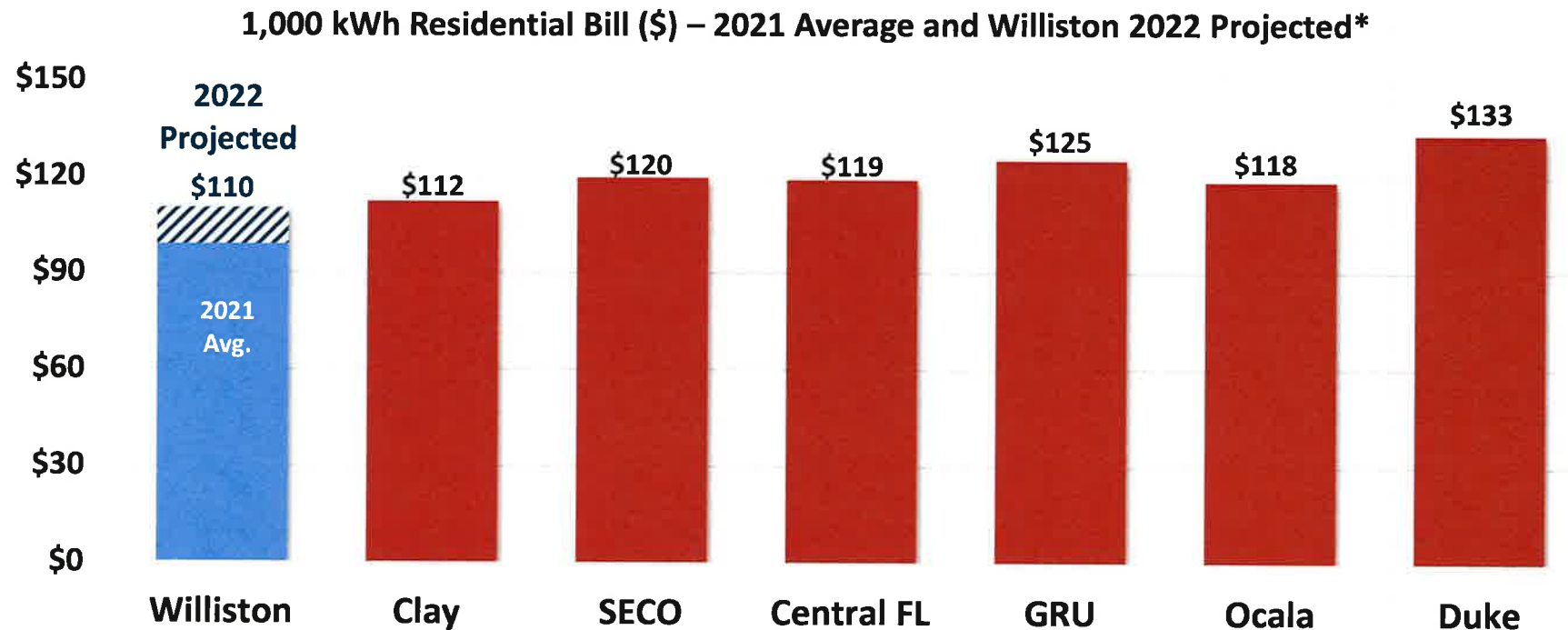
Base Rate % Adjustments Suggested

Assumes ~\$750,000 of transfers to the city and other utilities continue



Williston Would Still Be Lowest Cost Utility

Others Likely Higher Cost vs. 2021 to Recover Higher Fuel Costs



COUNCIL AGENDA ITEM

TOPIC: Natural Gas Ordinance Changes / Rate & Fee Adjustments

PREPARED BY: Donald Barber, Public Works Supervisor

BACKGROUND / DESCRIPTION: The City of Williston has not updated their Gas Ordinance since 2012. In the past ten years the Gas utility has operated in the negative and has been supported solely by Electric revenues. These rate changes still provide that the City's rates are still close to the lowest of all municipal providers. Working with FGU and new staff, the city has begun a marketing program to make the future of Gas more sustainable. Included in this ordinance are requirements for new development to create connections during construction. This will cause the developers to incur the costs of Gas expansion, instead of the residents. This does not harm the developers though, because the average cost of a home with Natural gas increases the value by an average of eleven percent.

LEGAL REVIEW: YES / FGU

FISCAL IMPACTS: To be determined

RECOMMENDED ACTION: Staff recommends approval of the Ordinance and Fee Schedule.

ATTACHMENTS: Ordinance with Rate and Fee Schedule.

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

ORDINANCE NO. 2022-699

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; REMOVING ARTICLE V – GAS SYSTEM - CHAPTER 40, SECTIONS 40-1 THROUGH 40-237 OF THE CITY OF WILLISTON LAND DEVELOPMENT CODE AND REPLACING IT WITH NEW LANGUAGE; SPECIFICALLY, SECTION 40-171 MUNICIPAL GAS SYSTEM, SECTION 40-172 DEFINITIONS, SECTION 40-173 AVAILABILITY, SECTION 40-174 APPLICATION FOR SERVICE, SECTION 40-175 RESIDENTIAL DEVELOPMENTS, SECTION 40-176 INDIVIDUAL PREMISES, SECTION 40-177 AUTHORITY TO TURN ON GAS, SECTION 40-178 MAINTENANCE OF METERS AND SERVICE LINES, SECTION 40-179 METER LOCATIONS AND DELIVERY PRESSURE, SECTION 40-180 GAS CONSUMPTION, SECTION 40-181 TESTING, SECTION 40-182 TAMPERING; AND, SECTION 40-183; PROVIDING FOR APPLICABILITY, PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City of Williston allows for the distribution and sale of natural gas, now owned, operated, and maintained by the city; and

WHEREAS the city finds it necessary to amend the language from time to time to keep with industry standards and to keep rates adjusted accordingly; and

WHEREAS the City of Williston City Council did hold a public hearing on the matter; and

WHEREAS, the City of Williston City Council has agreed that it is in the best interest of the Citizens to amend the Code of Ordinances of the City of Williston for the city's gas utility; and

WHEREAS, the City Council did hold the required public hearings, under the provisions of the adoption procedures established in Chapter 166, Florida Statutes.

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

Section 1. Chapter 40, Article V Gas System, Subsections 40-1 through 40-237 of the City's Code of Ordinances is hereby removed in its entirety and replaced with Subsections 40-171 through 40-183 as described in Exhibit "A" attached hereto and made part of this Ordinance.

Section 2. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 3. Codification. It is the intention of the City Council of the City, that the provisions of this Ordinance shall become and made a part of the Code of Ordinances of the City and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or other word or phrase in order to accomplish such intention.

Section 4. Effective Date. This Ordinance shall become effective immediately upon adoption.

PASSED ON FIRST READING, THIS DAY OF _____, 2022.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Williston, Florida, after properly dispensing with the second reading, on final reading this day of _____ 2022.

ATTEST: CITY OF WILLISTON

LATRICIA WRIGHT
CITY CLERK

DEBRA JONES
PRESIDENT, CITY COUNCIL

Approved as to form and legality:

SCOTT WALKER, CITY ATTORNEY

EXHIBIT A

City of Williston

- **ARTICLE V. – GAS SYSTEM**

- **Section 40-171. – Municipal gas system.**

The facility for the distribution and sale of natural gas, now owned, operated and maintained by the City, together with all extensions thereof and replacements thereto is established and declared to be a public utility for the use and benefit of the City in the maintenance of the public health and general welfare of the City; and the same shall be known as the municipal gas system.

- **Section 40-172. – Definitions.**

The following definitions apply to the terms contained in this Ordinance:

“City” – means City of Williston or City of Williston’s Natural Gas Department.

“MACC” or “Maximum Allowable Construction Cost” – as defined in Section 40-173.

“MCF” – means thousand cubic feet.

- **Section 40-173. – Availability.**

Service Territory: Natural gas service is available anywhere within the service territory of the City’s natural gas distribution system in Levy County. The City shall extend the natural gas distribution main and appurtenances to any individual customer (excluding Residential Developments – see Section 40-175) that meets the feasibility requirements of the City. The City shall use the Maximum Allowable Construction Cost method for determining the feasibility of extending the distribution system to an individual, prospective customer.

Whenever an individual prospective customer requests gas service at a location where the City does not have a distribution main, the City shall extend its mains and services to serve the individual, prospective customer under the following conditions:

- (1) The extension of gas service to the individual prospective customer will not jeopardize gas service to existing customers.
- (2) The maximum capital cost to be incurred by the City for an extension of main and service facilities shall be defined as the Maximum Allowable Construction Cost (MACC). The MACC shall equal five (5) times the estimated annual revenue to be derived from the facilities less the cost of gas.
- (3) Where the facilities to be installed will require an investment by the City in excess of the MACC, the City shall construct the necessary facilities provided the customer pays for said excess. The customer shall post an estimated amount of the excess with the City, which shall be true-up to actual costs after completion of construction.
- (4) The extension shall at all times be the property of the City.

Service Area (for Commodity Sales only): The Service Area of the City with respect to Natural Gas Commodity sales only is the entire State of Florida.

- **Section 40-174. - Application for service.**

An application for gas service shall be filed with the City of Williston. If a building permit is required, the applicant is responsible for a separate application for a building permit, and the cost thereof, which shall be filed with the building department. The applicant is also responsible for all required gas permits and for the cost of obtaining such permits. All installation work of the consumer's piping system and appurtenances shall require applicable gas permits and successful inspections by the applicable jurisdictional authority. The applicant shall pay gas system deposits, fees or connection charges, as shown in the Rate and Fee Schedule, at the time the application is filed with the City.

- **Section 40-175. - Residential Developments.**

Natural gas line installation shall be required in all new residential developments of more than three (3) units, in accordance with the conditions and criteria hereinafter specified. Developers shall insure that not less than ninety (90) percent of all units in the development be equipped with a natural gas water heater, natural gas furnace and a natural gas range/stove. The City shall have New Construction rebates available for developers/builders, in accordance with the overall rebate program of the City. Before any natural gas lines are installed in any such development the following prerequisites must be met:

(1) *Streets to be surveyed and graded.* All streets within the area shall be properly surveyed, marked and graded the full width of the right-of-way.

(2) *Costs of installation.*

- a. *Plans and specifications to be submitted.* Prior to any construction of natural gas line facilities, proposed plans and specifications must be submitted to the City for preliminary approval.
- b. *Installation by City.* Where the natural gas line distribution system is to be installed by the City, the cost of all natural gas lines and appurtenances must be borne by the developer, subdivider or re-subdivider. Before the City commences any natural gas line construction, the cost, as estimated by the City's design engineer (or designee), must be paid in cash or a bond sufficient to cover the cost of construction. The cost must be posted by the developer. The developer must connect at the nearest available natural gas supply and must also bear the cost from the nearest point to the subdivision. The City may require the sharing of trench space, which will be dug by the developer's water and/or electric utility contractor at no charge to the City.
- c. *Installation by developer.* The developer may at his option install his own natural gas distribution system or contract same to be done by a reliable contracting firm, at the developer's expense. The natural gas system improvements shall become the property of the City after completion. The developer shall meet all applicable local, state and federal regulations regarding natural gas facility installations.

- d. *Inspection and approval.* Before facilities are finally accepted by the City, they must be inspected and approval given by the City as to construction, and any deviation or improper construction must be corrected or replaced before facilities can be used or final approval granted. Inspections must be made before any trench may be completely filled.
- (3) *Mains, lines and meters to be property of City.* All natural gas lines and connections will be, and remain, the property of the City and the City will be responsible for the maintenance and repairs of the system.
- (4) *Main line specifications.* All natural gas line installations, valves and connections shall be installed according to the specifications of the City. Natural gas lines that serve any area must be of a size designated by the City to insure adequate pressures and quantities.
- (5) *Map of installations.* A complete "as built" map of all valves, taps, bends, tees and crosses must be prepared by the design engineer, or by the natural gas system contractor and certified by the design engineer, as designated by the City.
- (6) *Meters are property of City; service charges.* Natural gas meters and regulators may be furnished and installed by the City and will remain the property of the City. In all new construction, or in all cases in which an existing structure is altered so as to create more than one (1) single-family dwelling or single unit therein, a meter shall be installed to serve each such single-family dwelling or single unit; no meter serving more than one (1) single, discrete unit in a building shall be allowed. If the City, at its sole option, furnishes and installs the meters and regulators, charges shall be based on actual cost of labor and materials at time of installation for service.

- **Section 40-176. – Individual Premises.**

For all premises that have an existing natural gas distribution main, the tapping of such gas main shall be performed by City personnel or an authorized agent for the City.

For residential customers who install a minimum of a natural gas water heater and range/stove, the City shall, at no cost to the customer, tap the existing distribution main and install, own, operate and maintain: 1) up to 75 feet of

service line; 2) the meter and regulator installed at the premise; and, 3) the piping that connects the service line through the meter and regulator up to the interconnection point with the customer-owned piping located at the outlet side of the meter. For a service line that is longer than 75 feet, the residential customer shall pay the charges shown in the Rate and Fee Schedule.

For non-residential customers who install a minimum of two (2) natural gas appliances (not including a generator), the City shall, at no cost to the customer, tap the existing distribution main and install, own, operate and maintain: 1) up to 150 feet of service line; 2) the meter and regulator installed at the premise; and, 3) the piping that connects the service line through the meter and regulator up to the interconnection point with the customer-owned piping located at the outlet side of the meter. For a service line that is longer than 150 feet, the non-residential customer shall pay the charges shown in the Rate and Fee Schedule.

Only licensed gas or plumbing contractors shall make the final connection between the City's gas meter and the customer's gas piping and only after proper permits have been issued by the appropriate jurisdiction authority and having a successful final gas inspection. Only City employees and authorized agents for the City are permitted to perform the final gas inspection and gas meter turn-on to initiate service.

- **Section 40-177. – Authority to turn on gas.**

- (1) *Generally.* It shall be unlawful for any person other than a City employee or an authorized agent of the City to turn on, or in any way alter or damage, any gas meter which has been turned off by the City. The customer serviced by the meter shall be held responsible for any actions.
- (2) *Unauthorized connections.* A fee shall be charged for the removal of any device, including the attaching of a ground wire to the natural gas facilities, which has been installed in lieu of or in addition to a gas meter, except where the pipe or device has been authorized in writing by the City.
- (3) *Open meter bypass servicing.* A fee, over and above the bill established from the meter reading, shall be charged for the service of turning off

the meter bypass valve, when such opening was not previously authorized in writing by the City.

- (4) *Broken stop locks.* A replacement fee shall be charged for the replacement of meter stop locks which have been broken or removed.
- (5) *Damage to Excess Flow Valve Tags.* A fee shall be charged for any damage to the excess flow valve tags.
- (6) *Meter Tampering.* A fee shall be charged for any tampering of the meter or meter set.

- **Section 40-178. – Maintenance of meters and service lines.**

The City shall have the right to meter any and all gas service lines. The City alone shall have the right to stipulate the size, type, make and location of meters, type of meter setting, and the gas delivery pressure. All meters shall be maintained by the City. The customer shall be held responsible for damage to a meter or service line when such damage results from the negligence of the customer. When such damage occurs, the City will furnish and set another meter and repair the damaged meter or make other necessary repairs, and the cost of such repairs, including replacement parts, labor and transportation charges, shall be paid by the customer.

- **Section 40-179. – Meter locations and delivery pressure.**

Gas service will be delivered to the customer for each premises at one point of service. The location of the meter will be designated by the City and will typically be within ten feet of the nearest corner of the premises to the gas main and in a location that is expected to be maintained by the customer as accessible (i.e., not expected to be enclosed by fencing or hedges). Locations that have multiple gas meters shall have them installed in the same point of service area as described above.

Each gas meter and service regulator shall be installed in a location readily accessible for reading, inspection, repairs, testing and changing of the meter and operation of the gas shutoff valve, and shall be protected from corrosion and other damage. The customer is responsible for maintaining bushes, vegetation, sprinklers, etc., clear from the meter to allow access and good operational performance. Sprinklers and their flow must be maintained clear of the meter to avoid premature corrosion. Upon discovery of a deficiency

and notification to the customer, remedial actions must be made including potentially requiring the relocation of the gas facilities to ensure life safety and to maintain required clearances. Such work shall be performed by City personnel and normal time and material charges shall apply.

The standard delivery pressure of natural gas at the point of delivery to the consumer (the meter) is established at the option of the City at either one-quarter pound or two pounds per square inch. An optional delivery pressure above the standard may be requested by the customer or the customer's contractor in advance and may be approved or denied at the sole discretion of the City.

- **Section 40-180. – Gas Consumption.**

The quantity of gas recorded by the meter shall be conclusive, except when the meter is tested and found to be registering inaccurately or has ceased to register.

In such cases, the quantity may be estimated by the City using such information as it determines is representative of the conditions existing during the period of meter inaccuracy.

- **Section 40-181. – Testing.**

The City reserves the right to remove or test any meter at any time and to substitute another meter in its place. In case of a disputed account involving the question of accuracy of the meter, the meter will be tested by the City upon written request of the customer. The customer agrees to accept the results of the test made by the City. If the meter tested is found to have an error in registration of plus or minus three percent (3.0%) or greater, there will be no charge for the testing and the City will produce corrected bills for the period in dispute. If the meter tested is found to be within three percent (3.0%) there shall be a charge for testing the meter (see Rate and Fee Schedule). The billing for the testing will be charged to the customer's account.

- **Section 40-182. – Tampering.**

No person, other than an employee or authorized agent of the City, shall remove, inspect or alter any part of the City-owned gas distribution system

leading up to and including the gas meter. The customer shall notify the City of any damage to or any failure of the meter or service line.

- **Section 40-183. – Commodity sales to Industrial Customers.**

As part of the program to acquire significantly discounted natural gas from the City's natural gas supplier, the City may enter into natural gas sales contracts with large volume industrial customers, as defined herein, on the following terms:

- The term for deliveries shall be negotiated with the industrial customer and shall be no less than three years. The term shall have renewal options, as negotiated.
- The facilities of the industrial customer must be located in the City's Service Area, as defined by ordinance, or in an area contiguous to such area where the City's Service Territory, as defined by ordinance, exists.
- Industrial customers are eligible for service under Rate Schedule – Large Industrial Customer Rate Schedule if their consumption is greater than 1,000 Mcf per day and that elects to enter into a contract with the City for purchases of gas under this Rate Schedule.
- Any contract between the City and the industrial customer pursuant to this Rate Schedule shall be in the form of a North American Energy Standards Board (NAESB) Base Contract for the Sale and Purchase of Natural Gas, with such Special Conditions and commercial terms set forth in a Transaction Confirmation as shall be established by the City (the NAESB Contract). The NAESB Contract shall be a requirements contract, specifying that the industrial customer shall not be required to pay for gas for which it does not have requirements, but shall be obligated to purchase all of its requirements for gas under the NAESB Contract up to the maximum quantity stated in the NAESB Contract as the first gas through the meter.
- The commodity price per Mcf for sales under this Rate Schedule shall be with reference to published daily or monthly index prices for the applicable flow date of deliveries and specified in the NAESB Contract between the City and the industrial customer, less a discount of not greater than 50% of the net discount below the applicable index-referenced price realized by the City under its supply contract or contracts for the purchase of the gas to be sold to the industrial customer. The City may negotiate lesser discounts with any eligible customer.

- The City may combine sales service of commodity gas supply under this Rate Schedule with transportation service across the City's system so as to provide a delivered service at the industrial customer's premises. In such circumstances, the delivered price to the customer shall include a negotiated transportation service component or components in addition to the price for the commodity gas supply as described herein.
- The City shall not be obligated to supply any new industrial customer eligible for this Rate Schedule or supply any portion of such quantity requested by such customer, unless it determines that it has sufficient long-term, firm gas supplies available to it for sale and delivery to such new industrial customer.

6

**City of Williston
Rate and Fee Schedule**

Rate Schedule. The service of the system shall be fully metered, and every user of the services of the natural gas system shall pay a monthly rate as follows:

Residential Customers, Inside City

Customer Charge	\$10.00 per month
Distribution Charge	\$1.0080 per CCF
Purchase Gas Cost	Determined monthly by City

Residential Customers, Outside City

Customer Charge	\$11.00 per month
Distribution Charge	\$1.1086 per CCF
Purchase Gas Cost	Determined monthly by City

Commercial Customers, Inside City

Customer Charge	\$25.00 per month
Distribution Charge	\$0.8900 per CCF
Purchase Gas Cost	Determined monthly by City

Commercial Customers, Outside City

Customer Charge	\$27.50 per month
Distribution Charge	\$0.9787 per CCF
Purchase Gas Cost	Determined monthly by City

Industrial Customers, Outside City

Customer Charge	\$110.00 per month
Distribution Charge	\$0.65 per CCF
Purchase Gas Cost	Determined monthly by City

Large Volume Industrial Customers (over 1,000 Mcf/day)

Customer Charge	Negotiated, if applicable
Distribution Charge	Negotiated, if applicable
Purchase Gas Cost	Negotiated

Fee Schedule. The following fees shall apply:

Deposits:

Residential	\$100.00
Commercial	\$500.00
Industrial	To be determined by City

Service Lines:

Residential (over 75 feet)	\$5.00 per foot
Non-Residential (over 150 feet)	\$10.00 per foot

Unauthorized Connections: \$250

Meter Bypass Servicing: \$100

Stop Lock Repairs: \$75

Excess Flow Valve Tag Repairs: \$200

Meter Tampering: \$500

Meter Testing Charge: \$75

Meter Turn-on Charge (meter is off)*:

Residential	\$50
Non-Residential	\$100

Account Opening Charge (meter is on)*:

Residential	\$25
Non-Residential	\$50

Failed Trip Charge (customer does not keep appointment):

Residential	\$25
Non-Residential	\$50

Late Payment Charge:

Residential

> 5% of bill amount or \$10

Non-Residential

> 5% of bill amount or \$25

*** If performed after normal business hours, the charge is 1.5 times the standard charge.**

**City of Williston and City of Leesburg
Rate Comparisons with Selected Utilities**

	Central Florida Gas	Florida Public Utilities	Peoples Gas System	Florida City Gas	Lake City	Clearwater	DeFuniak Springs	Palatka	Starke	Williston	Leesburg
Rate Schedule - Residential Service	FTS-1	RS	RS-2	RS-100	Residential	Residential	Residential	Residential	Residential	Residential	Residential
Customer Charge *	\$19.00	\$11.00	\$18.10	\$18.17	\$10.00	\$16.00	\$10.00	\$14.10	\$8.00	\$10.00	\$13.40
Distribution Charge	\$0.46310	\$0.49828	\$0.27011	\$0.40383	\$0.56184	\$0.44000	\$1.00507	\$0.84173	\$0.91907	\$1.00800	\$0.60823
Commodity Charge	\$0.99001	\$0.99001	\$1.19163	\$0.79055	\$0.72000	\$0.83000	\$0.68600	\$0.63100	\$0.64000	\$0.65600	\$0.62542
ECCR Charge / Swing Service	\$0.34057	\$0.08627	\$0.13116	\$0.17325	\$0.00000	\$0.13000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000
Gas Replacement Infrastructure Program	\$0.11405	\$0.31642	\$0.02014	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000
Typical Monthly Usage	15	15	15	15	15	15	15	15	15	15	15
Customer Bill Amount (before taxes and fees)	\$47.62	\$39.36	\$42.30	\$38.68	\$29.23	\$37.00	\$35.37	\$36.19	\$31.39	\$34.96	\$31.90
* Inclusive of various surcharges (Environmental, SAFE Program, etc.)											

**City of Williston and City of Leesburg
Rate Comparisons with Selected Utilities**

	Central Florida Gas	Florida Public Utilities	Peoples Gas System	Florida City Gas	Lake City	Clearwater	DeFuniak Springs	Palatka Medium	Stärke	Williston	Leesburg
Rate Schedule - Commercial Service	FTS-2.1	GS-2	SGS	GS-1	Commercial	SGS	Commercial	Commercial	Commercial	Commercial	Commercial
Customer Charge *	\$40.00	\$33.00	\$30.60	\$28.17	\$25.00	\$25.00	\$15.00	\$24.50	\$17.50	\$25.00	\$17.74
Distribution Charge	\$0.30827	\$0.39136	\$0.38897	\$0.37664	\$0.40212	\$0.38000	\$1.00506	\$0.78418	\$0.77744	\$0.89000	\$0.60823
Commodity Charge	\$0.99001	\$0.99001	\$1.19163	\$0.79055	\$0.72000	\$0.83000	\$0.68600	\$0.63100	\$0.64000	\$0.65600	\$0.62542
ECCR Charge / Swing Service	\$0.24976	\$0.04090	\$0.08094	\$0.06055	\$0.00000	\$0.13000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000
Gas Replacement Infrastructure Program	\$0.15932	\$0.22966	\$0.01207	\$0.00000	\$0.00000	\$0.06000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000
Typical Monthly Usage	150	150	150	150	150	150	150	150	150	150	150
Customer Bill Amount (before taxes and fees)	\$296.10	\$280.79	\$281.64	\$212.33	\$193.32	\$235.00	\$268.66	\$236.78	\$230.12	\$256.90	\$202.79
* Inclusive of various surcharges (Environmental, SAFE Program, etc.)											

**City of Williston and City of Leesburg
Residential Charges & Fees Comparisons with Selected Utilities**

	Central Florida Gas	Florida Public Utilities	Peoples Gas System	Florida City Gas	Lake City	Clearwater	DeFuniak Springs	Palatka	Starke	Williston	Leesburg
Residential Charges & Fees											
Account Opening Charge (meter active)	\$13.00	\$23.00	\$24.00	\$20.00	\$0.00	\$50.00	\$20.00	\$20.00		\$25.00	\$25.00
Meter Turn On Charge (meter inactive)	\$52.00	\$52.00	\$63.00	\$80.00	\$0.00	\$65.00	\$20.00	\$45.00		\$50.00	\$25.00
Meter Reconnection (meter off for cause, includes cost of turn-off)	\$52.00	\$81.00	\$87.00	\$40.00	\$0.00	N/A	\$20.00	\$65.00		\$20.00	\$25.00
Trip Charge (terminating service)	N/A	N/A	\$25.00	N/A	\$0.00	N/A	N/A	\$20.00		\$25.00	\$35.00
Failed Trip Charge (failed scheduled appointment)	\$20.00	\$23.00	\$25.00	\$20.00	\$0.00	\$50.00	N/A	\$20.00		\$25.00	\$35.00
Temporary Meter Turn-Off Charge	\$21.00	\$29.00	\$30.00	\$35.00	\$0.00	\$65.00	N/A	\$65.00		N/A	\$35.00
After Hours	1.5 x	varies	1.5 x	varies	N/A	2 x	N/A	\$98.00		1.5 x	N/A

**City of Williston and City of Leesburg
Commercial Charges & Fees Comparisons with Selected Utilities**

	Central Florida Gas	Florida Public Utilities	Peoples Gas System	Florida City Gas	Lake City	Clearwater	DeFuniak Springs	Palatka	Starke	Williston	Leesburg
Commercial Charges & Fees											
Account Opening Charge (meter active)	\$13.00	\$23.00	\$24.00	\$20.00	\$0.00	\$50.00	\$20.00	\$20.00		\$50.00	\$25.00
Meter Turn On Charge (meter inactive)	\$75.00	\$75.00	\$100.00	\$150.00	\$0.00	\$135.00	\$20.00	\$60.00		\$100.00	\$25.00
Meter Reconnection (meter off for cause, includes cost of turn-off)	\$75.00	\$75.00	\$100.00	\$80.00	\$0.00	N/A	\$20.00	\$80.00		\$100.00	\$25.00
Trip Charge (terminating service)	N/A	N/A	\$25.00	N/A	\$0.00	N/A	N/A	\$20.00		\$50.00	\$35.00
Failed Trip Charge (failed scheduled appointment)	\$20.00	\$23.00	\$25.00	\$20.00	\$0.00	\$50.00	N/A	\$20.00		\$50.00	\$35.00
Temporary Meter Turn-Off Charge	\$21.00	\$29.00	\$30.00	\$35.00	\$0.00	\$135.00	N/A	\$80.00		N/A	\$35.00
After Hours	1.5 x	varies	1.5 x	varies	N/A	2 x	N/A			1.5 x	N/A

Date: 5-17-2022

COUNCIL AGENDA ITEM

RESOLUTION 2022-25:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LAND LEASE AGREEMENT FOR VACANT LAND BETWEEN SEABRING MARINE INDUSTRIES, INC. AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT WITH AN ADDRESS OF 1800 SW 19TH AVE, WILLISTON, FL 32696; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: BENTON STEGALL, AIRPORT MANAGER

PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

FISCAL IMPACTS: This lease pertains to an the old sign man signs building that is in need of repair. We are leasing the land to the Seabring and they are going to maintain the building

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

____ CONTRACT XX RESOLUTION 2022-24 ____ MAP
XX LEASE ____ OTHER DOCUMENTS

COUNCIL ACTION:

____ APPROVED

____ DENIED

RESOLUTION NUMBER 2022-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LAND LEASE AGREEMENT FOR VACANT LAND BETWEEN SEABRING MARINE INDUSTRIES, INC. AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT WITH AN ADDRESS OF 1800 SW 19TH AVE, WILLISTON, FL 32696; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The City Council hereby approves the Land Lease Agreement for Vacant Land between Seabring Marine Industries, Inc. and the City of Williston, Florida and the appropriate City Officials are hereby authorized to execute the land lease agreement which is attached hereto as Exhibit "A".

Section 2. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by an affirmative vote of a majority of a quorum present in the City Council of the City of Williston, Florida this 17th day of May, 2022.

**BY THE CITY COUNCIL PRESIDENT OF
THE CITY OF WILLISTON, FLORIDA:**

Debra Jones, City Council President

Attest, By the City Clerk of
the City of Williston, Florida:

Approved as to Form and Legality:

Latricia Wright, City Clerk

S. Scott Walker, City Attorney
Kiersten N. Ballou, City Attorney

LAND LEASE AGREEMENT
VACANT LAND

LESSOR:

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

LESSEE:

Seabring Marine Industries, Inc.
1579 SW 18th Street
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, Seabring Marine Industries, Inc., ("the Lessee"), is desirous of leasing a certain parcel at the said airport as is hereinafter described for the purpose of equipment storage;

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:

A parcel of land lying in the Southeast ¼ of Section 11, Township 13 South, Range 18 East, Levy County, Florida; being more particularly described as follows:

Commence at a nail and disk marked "PSM 5469" at the Southeast corner of said Section 11, and run thence North 00°27'25" West, along the East line of said Section 11, a distance of 656.02 feet; thence North 89°33'41" West 536.97 feet; thence South 00°57'56" West 30.00 feet to the Point-of-Beginning of the herein described parcel; thence continue South 00°57'56" West 205.05 feet; thence North 89°33'41" West 212.44 feet; thence North 00°57'56" East 205.05 feet; thence North 89°33'41" East 212.44 feet to the said Point-of-Beginning.

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

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

restrictions of public record, except as otherwise expressly provided herein. Lessee further acknowledges it has had adequate opportunity to inspect the Premises hereunder prior to entering into this Agreement or has made adequate provision herein. Accordingly, the taking of possession of the Premises by the Lessee shall be conclusive evidence that the Premises were in good and satisfactory condition when possession was taken by Lessee.

2. **TERM**: The initial term of this Lease shall be for a period of five (5) years commencing on May 1, 2022, and ending at midnight, May 31, 2026. Should the Lessee hold over beyond this 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 [REDACTED]. The rent shall be paid monthly, in advance, in the amount of [REDACTED] 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, 1579 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.
6. **USES ALLOWED AND PROHIBITED**: The Lessee shall use the Premises only for the following purpose: Storing equipment and other items required for Lessee's business purposes. 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

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Vacant Land Lease

Lessor Initials: _____

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, upon appropriate notification from Lessor not less than 24 hours unless for emergency purposes, 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, make alterations and improvements to the Premises as necessary for any uses outlined as permitted in paragraph six (6) above. 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 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,

Lessee Initials: _____

Lessor Initials: _____

Vacant Land Lease

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 any Buildings now in existence or any Building which may later exist on the Premises. Any contractor hired by Lessee or Lessee's agents to build a structure on the premises shall be required to be responsible for any problems with the completed structure for at least one year after completion.

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.
- (e) The Lessee shall pay for builders' risk insurance during the building of any structure on the premises and will ensure that Lessee is an additional insured on any such insurance policy.

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 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

Lessee Initials: _____

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Vacant Land Lease

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 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.

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Vacant Land Lease

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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.
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.

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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 five (5) additional five-year terms, on like terms and conditions 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. Should the Lessee complete construction of the planned structure before the end of the term of the lease, they will provide the Lessor ninety (90) days' notice of such to provide Lessor adequate time to prepare to end the lease and take over operation of the structure.
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 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

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Lessor Initials: _____

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 origin 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 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.

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

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.

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

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. **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.
35. **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.
36. **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
37. **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.
38. **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 May 2022.

LESSEE:
SEABRING MARINE INDUSTRIES, INC.

LESSOR:
CITY OF WILLISTON

BY: _____
ROBERT PITA
PRESIDENT, SEABRING MARINE
INDUSTRIES, INC.

BY: _____
PRESIDENT, CITY COUNCIL

ATTEST: _____
CITY CLERK

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

Prepared by and 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 May, 2022, by and between the City of Williston, Florida, (the "Lessor"), and Seabring Marine Industries, Inc., (the "Lessee"),

WITNESSETH:

WHEREAS, the Lessor and the Lessee have entered into a Land Lease Agreement dated this ____ day of May, 2022, (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:

A parcel of land lying in the Southeast ¼ of Section 11, Township 13 South, Range 18 East, Levy County, Florida; being more particularly described as follows:

Commence at a nail and disk marked "PSM 5469" at the Southeast corner of said Section 11, and run thence North 00°27'25" West, along the East line of said Section 11, a distance of 656.02 feet; thence North 89°33'41" West 536.97 feet; thence South 00°57'56" West 30.00 feet to the Point-of-Beginning of the herein described parcel; thence continue South 00°57'56" West 205.05 feet; thence North 89°33'41" West 212.44 feet; thence North 00°57'56" East 205.05 feet; thence North 89°33'41" East 212.44 feet to the said Point-of-Beginning.

2. Unless sooner terminated as provided in the Lease, the initial term of the Lease is for five (5) years, beginning on May 1, 2022 and ending on May 31, 2026. The Lease includes an option for Lessee to extend the Lease for five (5) additional five-year terms so long as they remain in strict compliance with all other Lease requirements.

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.

[Remainder of Page Intentionally Left Blank; Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Land Lease this ____ day of May, 2022.

LESSEE:
SEABRING MARINE INDUSTRIES, INC.

LESSOR:
CITY OF WILLISTON

BY: _____
ROBERT PITA
PRESIDENT, SEABRING MARINE
INDUSTRIES, INC.

BY: _____
PRESIDENT, CITY COUNCIL

ATTEST: _____
CITY CLERK

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this ____ day of May, 2022, 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 May, 2022, by _____, on behalf of Seabring Marine Industries, Inc., who is personally known to me and did not take an oath.

Notary Public

Date: 5- 17-2022

COUNCIL AGENDA ITEM

RESOLUTION 2022-26:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE LAND LEASE BETWEEN SEABRING MARINE INDUSTRIES, INC. AND THE CITY OF WILLISTON FOR THE MONTEREY BOATS MAIN CAMPUS THE ORIGINAL OF WHICH WAS SIGNED ON OCTOBER 21ST, 1998 WITH THE FIRST AMENDMENT SIGNED ON JUNE 8TH, 2004; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: BENTON STEGALL, AIRPORT MANAGER
PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

FISCAL IMPACTS: This second land lease amendment for the Main plant of Monterey boats. There are very few changes that were requested by Seabring Marine. These requests were negotiated by the Airport Manager, City Manager, Counsel President Jones, Seabring Marines President and CFO and City of Willistons Legal Team.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<u> </u> CONTRACT	<u> XX </u> RESOLUTION 2022-26	<u> </u> MAP
<u> </u> LEASE	<u> XX </u> OTHER DOCUMENTS	

COUNCIL ACTION:

 APPROVED
 DENIED

RESOLUTION NUMBER 2022-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE LAND LEASE BETWEEN SEABRING MARINE INDUSTRIES, INC. AND THE CITY OF WILLISTON FOR THE MONTEREY BOATS MAIN CAMPUS THE ORIGINAL OF WHICH WAS SIGNED ON OCTOBER 21ST, 1998 WITH THE FIRST AMENDMENT SIGNED ON JUNE 8TH, 2004; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The City Council hereby approves the Second Amendment to Land Lease between Seabring Marine Industries, Inc. and the City of Williston, Florida regarding the Monterey Boats Main Campus and the appropriate City Officials are hereby authorized to execute the amendment which is attached hereto as Exhibit "A".

Section 2. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by an affirmative vote of a majority of a quorum present in the City Council of the City of Williston, Florida this 17th day of May, 2022.

**BY THE CITY COUNCIL PRESIDENT OF
THE CITY OF WILLISTON, FLORIDA:**

Debra Jones, City Council President

Attest, By the City Clerk of
the City of Williston, Florida:

Approved as to Form and Legality:

Latricia Wright, City Clerk

S. Scott Walker, City Attorney
Kiersten N. Ballou, City Attorney

SECOND LEASE AMENDMENT

WHEREAS, the City of Williston, ("Lessor"), and Seabring Marine Industries, Inc. ("Lessee"), did enter into a lease for real property and buildings at the Williston Airport on October 21, 1998 (the "Original Lease") as well as an amendment to that lease on June 8th, 2004 (the "First Lease Amendment"); and

WHEREAS, the Lessee has requested and the Lessor has agreed to several changes to the terms of the Original Lease as amended by the First Lease Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Lessor and the Lessee agree as follows:

1. Paragraph one (1) "Premises" shall be modified as to the section beginning "Acreage chosen to be reserved" and ending "and south 630 feet" shall be amended to read as follows: "There is acreage which shall be reserved as the Primary First Refusal Acreage which is comprised of 4.144 acres and described as follows: [REDACTED]. Additional acreage has been chosen to be reserved under the Secondary First Refusal Policy total (17 acres divided between two sections of land). Neither Primary nor Secondary First Refusal acreage is included in acreage covered by this Lease unless and until such right is formally exercised by Lessee in writing. The first section of land subject to Secondary First Refusal will be that land comprised of 11.50 acres and described as follows: Begin at the NE corner of above surveyed land, go west 1353 feet, south 658 feet, east 380 feet, north 400 feet, east 973 feet, and north 258 feet. The second section of land subject to Secondary First Refusal will be that land comprised of 5.50 acres and described as follows: Begin in the SW corner of the above surveyed land, go east 380 feet, north 630 feet, west 380 feet, and south 630 feet."
2. Paragraph seven (7) "Lessors Right of Entry" shall be modified in its entirety to read as follows: "The Lessee, upon appropriate notification from Lessor not less than 24 hours unless for emergency purposes, shall permit Lessor or its agents to enter into and upon the premises and buildings for the purpose of inspecting the same."
3. Paragraph fourteen (14) "Repairs and Maintenance" shall be modified in its entirety to read as follows "The Lessor shall be responsible for the repairs and maintenance of all potable water, sanitary sewer, and natural gas up to the meter on the

premises. Lessee shall be responsible for the repairs and maintenance of all potable water, sanitary sewer, and natural gas from the meter on the premises to the building/plant."

4. Except for the provisions contained herein, the terms, conditions and covenants as contained in the Original Lease and First Lease Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Lease Amendment to be executed this ____ day of May, 2022.

LESSEE:

SEABRING MARINE
INDUSTRIES, INC.

LESSOR:

CITY OF WILLISTON

BY: _____
ROBERT PITA
PRESIDENT, SEABRING MARINE
INDUSTRIES, INC.

BY: _____
DEBRA JONES
PRESIDENT, CITY COUNCIL

ATTEST: _____
LATRICIA WRIGHT
CITY CLERK

Lessee Initials: _____
Existing Bldg Lease

Lessor Initials: _____

Date: 5-17-2022

COUNCIL AGENDA ITEM

RESOLUTION 2022-27:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE LAND LEASE BETWEEN SEABRING MARINE INDUSTRIES, INC., AND THE CITY OF WILLISTON FOR THE MONTEREY BOATS ENGINEERING BUILDING THE ORIGINAL OF WHICH WAS SIGNED ON APRIL 14TH, 2013 WITH THE FIRST AMENDMENT SIGNED ON JULY 9, 2013; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LEASE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: BENTON STEGALL, AIRPORT MANAGER

PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

FISCAL IMPACTS: This amendment will lock in the CPI increase and puts the airport into a maintenance agreement for the Maintenance required on the "Engineering Building" leased by Seabring Marine, along with other requests from Seabring Marine. These requests were negotiated by the Airport Manager, City Manager, Counsel President Jones, Seabring Marines President and CFO and City of Willistons Legal Team. The building is owned by the City of Williston

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

____ CONTRACT XX RESOLUTION 2022-27 ____ MAP
____ LEASE XX OTHER DOCUMENTS

COUNCIL ACTION:

____ APPROVED

____ DENIED

RESOLUTION NUMBER 2022-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE LAND LEASE BETWEEN SEABRING MARINE INDUSTRIES, INC., AND THE CITY OF WILLISTON FOR THE MONTEREY BOATS ENGINEERING BUILDING THE ORIGINAL OF WHICH WAS SIGNED ON APRIL 14TH, 2013 WITH THE FIRST AMENDMENT SIGNED ON JULY 9, 2013; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LEASE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The City Council hereby approves the Second Amendment to Land Lease between Seabring Marine Industries, Inc. and the City of Williston, Florida regarding the Monterey Boats Engineering Building and the appropriate City Officials are hereby authorized to execute the amendment which is attached hereto as Exhibit "A".

Section 2. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by an affirmative vote of a majority of a quorum present in the City Council of the City of Williston, Florida this 17th day of May 2022.

**BY THE CITY COUNCIL PRESIDENT OF
THE CITY OF WILLISTON, FLORIDA:**

Debra Jones, City Council President

Attest, By the City Clerk of
the City of Williston, Florida:

Approved as to Form and Legality:

Latricia Wright, City Clerk

S. Scott Walker, City Attorney
Kiersten N. Ballou, City Attorney

SECOND LEASE AMENDMENT

WHEREAS, the City of Williston, ("Lessor"), and Seabring Marine Industries, Inc. ("Lessee"), did enter into a lease for real property and buildings at the Williston Airport located at 1879 SW 18th Ave signed on April 14th, 2013 (the "2013 Engineering Building Lease") and subsequently signed an extension an amendment to such lease on July 9, 2013 (the "First Lease Amendment"); and

WHEREAS, the Lessee has requested and the Lessor has agreed to several changes to the terms of the 2013 Engineering Building Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Lessor and the Lessee agree as follows:

1. Paragraph three (3) "Rent" shall be modified to add a sentence after the third sentence, the new sentence (now sentences 4 and 5) shall read as follows: "Notwithstanding the above, for a period of five (5) years beginning April 1, 2022 and ending March 31, 2027, so long as this Lease is in effect, the rent shall be held at the rate of \$1,367.98 per month. After this five (5) year span, the rent for the following year will be re-calculated using the Consumer Price Index formula described above, calculated for each of the five (5) subsequent years to arrive at a rental rate for the sixth (6th) year."
2. Paragraph nine (9) "Lessors Right of Entry" shall be modified in its entirety to read as follows: "The Lessee, upon appropriate notification from Lessor not less than 24 hours unless for emergency purposes, shall permit Lessor or its agents to enter into and upon the premises and buildings for the purpose of inspecting the same."
3. Paragraph fourteen (14) "Repairs and Maintenance" shall be modified in its entirety to read as follows: "Lessor shall, at its own cost and expense, complete any or all repairs or work necessary to maintain the building exterior(s), sanitary sewer(s), building roof(s), HVAC(s), and potable water on the premises. However, Lessee is solely responsible for repairs or work necessary only as a result of the negligence or intentional actions of Lessee or Lessee's agents, employees, or assigns. All other repairs are the sole responsibility of Lessee. Lessee shall promptly notify the Lessor of any needed maintenance and/or repairs (within 5 days of discovery of need for non-emergency matters and no later than within 24 hours for emergency matters). Notification on these issues shall be given by Lessee to the airport manager and the city

manager working for Lessor at the time of notification. Upon notification by Lessee, Lessor shall commence work in accordance with purchasing policy of the City of Williston and the emergent nature of the matter.”

4. Except for the provisions contained herein, the terms, conditions and covenants as contained in the 2013 Engineering Building Lease and the First Lease Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Lease Amendment to be executed this ____ day of May, 2022.

LESSEE:
SEABRING MARINE
INDUSTRIES, INC.

LESSOR:
CITY OF WILLISTON

BY: _____
ROBERT PITA
PRESIDENT, SEABRING MARINE
INDUSTRIES, INC.

BY: _____
DEBRA JONES
PRESIDENT, CITY COUNCIL

ATTEST: _____
LATRICIA WRIGHT
CITY CLERK

Date: 5-17-2022

COUNCIL AGENDA ITEM

RESOLUTION 2022-28:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE FIRST AMENDMENT TO ACKNOWLEDGEMENT OF LESSEE'S EXERCISES OF OPTION TO LEASE ADDITIONAL PROPERTY BETWEEN SEABRING MARINE INDUSTRIES, INC. AND THE CITY OF WILLISTON AS OUTLINED IN THE LEASE SIGNED BETWEEN SAID PARTIES ON OCTOBER 21ST, 1998 AND THE AMENDMENT TO SAID LEASE SIGNED ON JUNE 8TH, 2004; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: BENTON STEGALL, AIRPORT MANAGER

PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

FISCAL IMPACTS: This amendment adds an additional section of land to the first rights of refusal section of the 'Main Plant' lease. There was a mix up between the first right of refusal that was exercised.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

 CONTRACT XX RESOLUTION 2022-28 MAP
 LEASE XX OTHER DOCUMENTS

COUNCIL ACTION:

 APPROVED
 DENIED

RESOLUTION NUMBER 2022-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE FIRST AMENDMENT TO ACKNOWLEDGEMENT OF LESSEE'S EXERCISES OF OPTION TO LEASE ADDITIONAL PROPERTY BETWEEN SEABRING MARINE INDUSTRIES, INC. AND THE CITY OF WILLISTON AS OUTLINED IN THE LEASE SIGNED BETWEEN SAID PARTIES ON OCTOBER 21ST, 1998 AND THE AMENDMENT TO SAID LEASE SIGNED ON JUNE 8TH, 2004; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The City Council hereby approves the First Amendment to Acknowledgement of Lessee's Exercises of Option to Lease Additional Property between Seabring Marine Industries, Inc. and the City of Williston, Florida and the appropriate City Officials are hereby authorized to execute the amendment which is attached hereto as Exhibit "A".

Section 2. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by an affirmative vote of a majority of a quorum present in the City Council of the City of Williston, Florida this 17th day of May 2022.

**BY THE CITY COUNCIL PRESIDENT OF
THE CITY OF WILLISTON, FLORIDA:**

Debra Jones, City Council President

Attest, By the City Clerk of
the City of Williston, Florida:

Approved as to Form and Legality:

Latricia Wright, City Clerk

S. Scott Walker, City Attorney
Kiersten N. Ballou, City Attorney

**FIRST AMENDMENT TO ACKNOWLEDGEMENT OF LESSEE'S
EXERCISES OF OPTION TO LEASE ADDITIONAL PROPERTY**

WHEREAS, the City of Williston, ("Lessor"), and Seabring Marine Industries, Inc. ("Lessee"), did enter into a lease for real property and buildings at the Williston Airport on October 21, 1998 (the "Original Lease"), an amendment to that lease on June 8th, 2004 (the "Lease Amendment"), an acknowledgement of Lessees' exercise of first refusal property lease rights on June 8th, 2004 (the "Acknowledgment"), and a second lease amendment on May __, 2022 (the "Second Lease Amendment"); and

WHEREAS, the Lessee has requested and the Lessor has agreed to several changes to the terms of the Acknowledgement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Lessor and the Lessee agree as follows:

1. Paragraph one (1) shall be modified in its entirety to read as follows: "Effective December 31, 2003, the property description set forth in paragraph 1 of the Lease is amended to include the "Primary First Refusal Acreage" set forth in paragraph 1 of the Lease (as amended on May __, 2022), which additional lands shall be referred to as the "additional leased lands".
2. Except for the provisions contained herein, the terms, conditions and covenants as contained in the Original Lease and First Lease Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Lease Amendment to be executed this __ day of May, 2022.

LESSEE:
SEABRING MARINE
INDUSTRIES, INC.

LESSOR:
CITY OF WILLISTON

BY: _____
ROBERT PITA
PRESIDENT, SEABRING MARINE
INDUSTRIES, INC.

BY: _____
DEBRA JONES
PRESIDENT, CITY COUNCIL

ATTEST: _____
LATRICIA WRIGHT, CITY CLERK

Date: May 17, 2022

COUNCIL AGENDA ITEM

RESOLUTION 2022-24: Approving to make 319 SE 5th Street surplus property and approving a seal bid auction.

REQUESTED BY: Laura Jones, City Planner

BACKGROUND / DESCRIPTION: Due to an unpaid code enforcement lien, 319 SE 5th Street was foreclosed on and became City property February 1, 2022. City Council does not desire to retain the property and wishes to auction it in a sealed bid manner.

LEGAL: REVIEW: N/A

RECOMMENDED ACTION: Approve Resolution 2022-24. Declare 319 SE 5th Street as surplus property and approve a seal bid auction.

ATTACHMENTS:

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

COUNCIL ACTION:

☐ **APPROVED**

☐ **DISAPPROVED**

RESOLUTION NUMBER 2022-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILLISTON, FLORIDA, APPROVING SURPLUS OF THE
PROPERTY LOCATED AT 319 SE 5 TH STREET AND APPROVING A
SEALED BID AUCTION FOR SAID SURPLUS PROPERTY.**

WHEREAS, The City of Williston has determined that the property located at 319 SE 5th Street is not needed by the City Utilities; AND

WHEREAS, The City of Williston City Council has authorized that the property located at 319 SE 5th Street be marked as surplus; AND

WHEREAS, The City of Williston desires to dispose of the property through a sealed bid auction.

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

Section 1. The City Council of Williston hereby authorizes the City Clerk to conduct a seal bid auction.

Section 2. This resolution shall take effect immediately upon adoption by the City Council.

THIS RESOLUTION PASSED AND ADOPTED this 17th day of May 2022 by the City Council of the City of Williston, Florida.

CITY OF WILLISTON, FLORIDA

Debra Jones, City Council President

ATTEST:

Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY

S. Scott Walker, City Attorney

COUNCIL AGENDA ITEM

Date: May 11, 2022

TOPIC: Proposal for Engineering Services - Florida House Bill 53 - Unfunded mandates for Stormwater and Wastewater needs analysis

PREPARED BY: Jackie Gorman, City Manager

BACKGROUND / DESCRIPTION:

Florida House Bill 53, signed into law in 2021 requires each provider of stormwater and wastewater management services to develop a 20-year infrastructure needs analysis that must be updated every five years. The deadline for the initial analysis is June 30, 2022, placing the burden of completing needs analyses on individual utilities and municipalities.

The Fact Sheets attached explain the components of a needs analysis and provide answers to some frequently asked questions about the new law.

Also attached are two (2) separate proposals from Wright-Pierce for doing the work so we can meet the June 30, 2022, deadline.

Wastewater Needs Analysis - Since Wright-Pierce is nearing completion of the Facilities Plan, Asset Management Plan and GIS dataset of the major wastewater collection components the preparation of the needs analysis for Wastewater will be \$19,300. This fee covers additional information that is not included in the Facilities Plan (i.e., cost projections, pump station O&M and expansion costs, resiliency, etc.).

Stormwater Needs Analysis - Several years ago a Stormwater Master Plan was completed by Jones Edmunds that discussed several stormwater projects needs in the city. However, it did not include the type of information required for this mandate (i.e., length/number of drainage components, swales or ditches, cross culverts, etc.)

LEGAL REVIEW: None

FISCAL IMPACTS: Not to exceed \$19,300 Wastewater (ARPA funds)
Not to exceed \$25,500 Stormwater (ARPA funds)

RECOMMENDED ACTION: Staff recommends approval

ATTACHMENTS: Proposal from WP for Wastewater Needs Analysis, WP Project #T16779 dated 5/11/2022; and, Proposal from WP for Stormwater Needs Analysis, WP Project #T16779 dated 5/10/2022

COMMISSION ACTION:

 APPROVED

 DISAPPROVED

May 11, 2022

Jackie Gorman, City Manager
City of Williston
50 North Main Street
Williston, FL 32696

**SUBJECT: Task Order for Wastewater Needs Analysis; House Bill 53
Wright-Pierce Project No. T16779**

Dear Jackie,

Wright-Pierce would like to thank the City of Williston (CITY) for the opportunity to submit this proposal to prepare a Wastewater Needs Analysis as required by Florida House Bill 53.

PROJECT BACKGROUND AND UNDERSTANDING

Section 403.9302, Florida Statutes, was passed in 2021 and requires each provider of wastewater management services to develop a 20-year infrastructure needs analysis that must be updated every five years. This new statute places the burden of completing this needs analyses on individual utilities and municipalities. These entities must submit their needs analyses to their home county by June 30, 2022, and every five years thereafter. Counties have until July 31, 2022, to submit compiled reports to the state. The Office of Economic & Demographic Research (EDR) has been tasked by the state legislature to oversee and administer this program, and EDR has prepared a seven-part reporting template to standardize the process.

SCOPE OF SERVICES

Based on our understanding of the bill's requirements and EDR's reporting template, Wright-Pierce will use our knowledge of the CITY's wastewater system in conjunction with the CITY's wastewater GIS as the basis to quantify the wastewater treatment and collection components. We will also meet with CITY staff to obtain historic, current, and planned wastewater-related funding, and evaluate the useful life of major system components. We will then complete and submit the EDR template to Levy County. These services are further broken down as follows:

Task 1 – Project Kickoff and Coordination

Wright-Pierce will conduct a project kickoff meeting with the CITY to discuss the EDR template requirements, review and obtain copies of available plans and records of the CITY's wastewater system not already in Wright-Pierce's possession, and obtain funding expenditures (past and planned) from the CITY as available.

Task 2 – Data Collection

Since the CITY has a Facilities Plan, an Asset Management Plan, and a GIS dataset of the major wastewater collection components that is expected to be of sufficient detail for this wastewater needs analysis, no further data collection is proposed. Please note that the data being used (GIS) is intended to result in a rough estimate

of the overall extent and magnitude of the wastewater system for use in estimating rough order of magnitude operations and maintenance costs to be reported to EDR. Due to the short time frame for submittal to EDR this Task does not include assessment of condition or age of the wastewater infrastructure, details of component sizes/elevations, and is not intended to be a complete and precise mapping of the wastewater system.

Task 3 – EDR Reporting

Wright-Pierce will perform the following subtasks to complete the EDR wastewater needs reporting template:

- 3.1 Template Part 1 – Background Information. Wright Pierce will provide location information, CITY contacts, number of treatment facilities, treatment capacities, number of lift stations, number of manholes, length of collection piping, and descriptions/quantification of other pertinent elements and features.
- 3.2 Template Part 2 – Service Connections. Provide the number of current and projected connections and residents served in five-year increments.
- 3.3 Template Part 3 – Service Area. Provide figures indicating existing and future expected services areas.
- 3.4 Template Part 4 – Current and Projected Operating Costs – Current System. Wright-Pierce will summarize and/or estimate current and projected costs of providing wastewater services in five-year increments, including routine O&M costs.
- 3.5 Template Part 5 – Current and Projected Operating Costs – Expansion. Wright-Pierce will summarize and/or estimate current and projected costs of providing expanded wastewater services in five-year increments. This will include significant upgrades, major capital improvements, effluent management and water quality projects, reuse development projects, resiliency projects related to climate change, end-of-useful-life replacement projects, and septic-to-sewer conversion projects. Since a detailed inventory and assessment of the CITY's wastewater system is not being done under this Scope of Services, Wright-Pierce will conduct a rough estimate of the useful life of each of the facility's major system components based on interviews and discussions with CITY staff and their knowledge of the systems condition.
- 3.6 Template Part 6 – History of Expenditures. We will tabulate the most recent five-year history of annual contributions to, expenditures from, and balances for any capital account(s) for maintenance or expansion of any facility or its major components, including those for routine O&M, effluent management and water quality, reuse development, resiliency initiatives, end-of-useful-life replacement, and septic-to-sewer conversions.
- 3.7 Template Part 7 – Planned O&M Funding. Wright-Pierce will meet with CITY staff to review and discuss planned O&M funding, and planned system maintenance and expansion over next 20 years. This will

5/11/2022

Jackie Gorman, City Manager

Page 3 of 4

include historical and estimated future revenues and expenditures with an evaluation of how the CITY expects to close any projected funding gap.

The near-completed EDR template will be submitted to the CITY for review on or before June 24, 2022 (subject to the conditions noted under SCHEDULE.) The CITY shall return any comments to Wright-Pierce by June 28, 2022.

Task 5 – Submittal to Levy County

Wright-Pierce will submit the completed EDR template to Levy County for their County-wide data consolidation.

COMPENSATION

Work performed will be billed on a time and material basis based on our standard billing rates. No subconsultants are planned for this Task Order. Miscellaneous expenses will be billed at cost. We will invoice the CITY monthly. The total not to exceed amount for the stated scope shall not exceed \$19,300 unless additional compensation is approved by the CITY.

SCHEDULE

We would expect to start our services immediately after your acceptance of this proposal, execution of this engineering services letter agreement, and issuance of a Purchase Order. If authorization to proceed is received by May 18, 2022, and CITY Public Works and Finance staff meet with Wright-Pierce within two weeks thereafter, Wright-Pierce will submit the completed EDR template to Levy County by June 30, 2022.

TERMS

Services will be provided in accordance with this Task Order and the *Basic Contract for Professional Consulting Services* agreement between Wright-Pierce, and the CITY dated July 7, 2017 and supersedes all prior written or oral understandings. This Task Order may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

We appreciate the opportunity to present this proposal to you and for the opportunity to serve the CITY of Williston. Should you have any questions or required additional information, please do not hesitate to contact me at (407) 747-9935 or at the e-mail address listed below.

Sincerely,

WRIGHT-PIERCE, INC.



Walter A. Nickel, PE

Senior Project Manager

walter.nickel@wright-pierce.com

WRIGHT-PIERCE 
Engineering a Better Environment

Task Order Acceptance Signatures

Engineer: **Wright-Pierce, Inc.**

Owner: **City of Williston**

By: _____
Signature

By: _____
Signature

Date: May 11, 2022

Date: _____

Ryan Wingard, PE

Vice President

cc: *Dennis Davis, WP*

HB53 Wastewater Needs Analysis



NEW STATE LAW MANDATES LONG-TERM WASTEWATER INFRASTRUCTURE PLANNING

Section 403.9302, Florida Statutes, was passed in 2021 and requires each provider of wastewater (WW) services to develop a 20-year infrastructure needs analysis that must be updated every five years.

THE CLOCK IS TICKING

This new statute places the burden of completing needs analyses on individual utilities and municipalities. Developing a needs analysis consists of multiple steps that require technical expertise, as shown in the infographic below. These key components must be completed on an accelerated timetable to meet the June 30, 2022 deadline.



WRIGHT-PIERCE'S CAPABILITIES COVER ALL ASPECTS OF NEEDS ANALYSIS REQUIREMENT

Named one of the top 25 U.S. sanitary and storm sewer design firms by Engineering News-Record, Wright-Pierce has the expertise, experience, and resources to execute the needs analysis process swiftly and thoroughly. Our team also boasts dynamic asset inventory and cost modeling tools to help streamline the five-year update process. These tools have been developed in-house and can be easily integrated into your existing technology for seamless planning efforts well into the future.

Wright-Pierce develops creative solutions to complex wastewater challenges with the combined expertise of wastewater engineers as well as modeling, pipeline, and condition assessment specialists and personnel adept in planning, funding, and public participation. Wright-Pierce has also adopted the **National Association of Sewer Service Companies (NASSCO)** established standards for condition data collection on pipelines, manholes, and laterals and employs certified trainers for utility operators to become certified in the Pipeline, Manhole, and/or Lateral Assessment Certification Programs (PACP, MACP, and/or LACP). All our staff who perform sewer system evaluations are NASSCO PACP, MACP, and LACP certified.

EXPERIENCE

Our team has assisted numerous communities in Florida with their wastewater infrastructure assessment, planning, design, and permitting needs. Our has included utility master planning, facility evaluations, and criticality and condition assessments for the following Florida clients:

- Citrus County
- City of Apopka
- City of Clearwater
- City of Eustis
- City of Orlando
- City of Tampa
- City of Winter Haven
- Gainesville Regional Utilities
- Hillsborough County
- JEA
- Polk County
- Sarasota County
- City of Williston
- City of Titusville

JEA CONDITION ASSESSMENTS:

Wright-Pierce has conducted over 5,000 manhole inspections within JEA's sewer collection system. Inspections used CleverScan, an automated device that uses HD cameras to produce high-resolution 3D views. Assessments also included inspections of 91 miles of pipe, providing JEA an understanding of the condition of the sewer system to help plan necessary maintenance and reduce overflows.

HILLSBOROUGH COUNTY COLLECTION SYSTEM ASSESSMENT:

Wright-Pierce conducted a comprehensive collection system assessment to assist Hillsborough County in finding long-term, sustainable solutions to future system needs. The assessment included flow monitoring, Focused Electrode Leak Location (FELL) pipe inspections, manhole inspections, smoke and dye testing, CCTV inspections, and night flow isolations.



CleverScan for JEA



Hillsborough flow monitoring

TEAM WITH WRIGHT-PIERCE

Wright-Pierce can support flexible, forward-looking needs analyses that meet WW service providers' goals, fit within financial constraints, and comply with new state regulations. Together, our team and our tools ensure comprehensive WW infrastructure management planning with an eye toward long-term system and environmental sustainability.

Contact Wright-Pierce's **Dennis Davis (407.785.5794)** or **Bart Booz (407.710.5514)** to find out how we can assist you with compiling your initial WW needs analysis.

FAQS ON PUBLIC WORKS WW NEEDS ANALYSIS

What is Section 403.9302, Florida Statutes, for WW Analysis?

HB 53 is a recently passed state law that requires completion of a 20-year needs analysis by WW service providers.

Who does it affect?

Florida counties, municipalities, and special districts.

When is the needs analysis required to be completed?

Local governments must submit their needs analyses by June 30, 2022, and every five years thereafter. Counties have until July 31, 2022, to submit compiled reports.

What is required for the report?

Background Information – General information about your location, contact person, and regulatory districts

Part 1 – Detailed description of your WW facilities, including flows, plant capacities, feet of gravity and pressure pipe, number of manholes and lift stations, and sources of data

Part 2 – Number of current and projected connections and residents served in five-year increments

Part 3 – Current and projected service area

Part 4 – Current and projected cost of providing routine operation and maintenance of the WW system calculated in five-year increments

Part 5 – Current and projected cost of expanding the WW system in five-year increments. This includes effluent management and water quality projects, reuse development projects, resiliency projects related to climate change, end-of-useful-life replacement projects, and septic-to-sewer conversion projects.

Part 6 – Most recent five-year history of annual contributions to, expenditures from, and balances for any capital account(s) for maintenance or expansion of any facility or its major components, including those for routine O&M, effluent management and water quality, reuse development, resiliency initiatives, end-of-useful-life replacement, and septic-to-sewer conversions

Part 7 – WW service provider's plan to fund system maintenance or expansion, including historical and estimated future revenues and expenditures with an evaluation of how the provider expects to close any projected funding gap

Who is excluded?

Private entities or citizens, federal government, state government, FDOT, water management districts, school districts, and state universities/colleges.

May 10, 2022

Jackie Gorman, City Manager
City of Williston
50 North Main Street
Williston, FL 32696

SUBJECT: Task Order for Stormwater Needs Analysis; House Bill 53
Wright-Pierce Project No. T16779
Version 2 – City-Supplied Field Data

Dear Jackie,

Wright-Pierce would like to thank the City of Williston (CITY) for the opportunity to submit this proposal to prepare a Stormwater Needs Assessment as required by Florida House Bill 53.

PROJECT BACKGROUND AND UNDERSTANDING

Section 403.9302, Florida Statutes, was passed in 2021 and requires each provider of stormwater management services to develop a 20-year infrastructure needs analysis that must be updated every five years. This new statute places the burden of completing this needs analyses on individual utilities and municipalities. These entities must submit their needs analyses to their home county by June 30, 2022, and every five years thereafter. Counties have until July 31, 2022, to submit compiled reports to the state. The Office of Economic & Demographic Research (EDR) has been tasked by the state legislature to oversee and administer this program, and EDR has prepared an eight-part reporting template to standardize the process.

SCOPE OF SERVICES

Based on our understanding of the bill's requirements and EDR's reporting template, Wright-Pierce will perform a visual stormwater system inventory, review current and planned stormwater-related funding, and complete and submit the EDR template to Levy County. These services are further broken down as follows:

Task 1 – Project Kickoff and Coordination

Wright-Pierce will conduct a project kickoff meeting with the CITY to discuss the EDR template requirements, review and obtain copies of available plans and records of the CITY's stormwater system and obtain funding expenditures (past and planned) from the CITY as available.

Task 2 – Data Collection

To reduce CITY costs for this Task Order, Wright-Pierce will sit down with CITY staff with maps of the city and create an inventory that estimates the length/number of roadside drainage components into 5 categories; lengths of open swales or ditches, length of major cross culverts, length of enclosed/piped drainage systems, number of CITY maintained stormwater pump stations, and number of CITY maintained stormwater ponds.

We have estimated that there are 56 miles of CITY-maintained roads, and this effort will require no more than 6 hours of meeting time with CITY staff. We will also conduct desktop reviews of readily available aerial imagery to supplement and/or confirm this data. This data collection endeavor is intended to result in a rough estimate of the overall extent and magnitude of the stormwater drainage system for use in estimating rough order of magnitude operations and maintenance costs as required by the EDR template. Due to the short time frame for submittal to EDR this Task does not include assessment of condition or age of the stormwater infrastructure and is not intended to be a complete and precise mapping of the drainage system.

Task 3 – Data Mapping

We will consolidate data collection into the CITY's GIS and meet with the CITY to review and confirm the accuracy of this data.

Task 4 – EDR Reporting

Wright-Pierce will perform the following subtasks to complete the EDR stormwater needs reporting template:

- 4.1 Template Part 1 – Stormwater Management Program. Provide a description of the CITY's stormwater management program, itemize past and current program activities, and list current operations and maintenance (O&M) activities.
- 4.2 Template Part 2 – Description of the Stormwater Management System. Provide a detailed description of the CITY's stormwater management system, including miles of buried pipe, miles of open ditches, number of wet or dry ponds, number of pump stations, and quantification of similar conveyance or treatment features.
- 4.3 Template Part 3 – Population projections. EDR will perform these estimates and complete this portion of the template. Therefore, Wright-Pierce is excluding this from our Scope of Services.
- 4.4 Template Part 4 – Current and projected service area. We will meet with CITY staff to discuss possible future CITY limits and boundaries.
- 4.5 Template Part 5 – Budgets and Costs. Wright -Pierce will summarize current stormwater related O&M expenditures based on a sit-down meeting with the CITY's finance department. We will also meet with CITY staff to discuss and estimate future related planned expenditures. Current and projected costs will be reported and estimated in five-year increments, including:
 - Routine O&M.
 - Expansions (new work, improvements, retrofits, and/ or upgrades) of flood protection and water quality infrastructure, resiliency projects (sea level rise and increased flood events), and major end-of-life replacement projects.

5/10/2022

Jackie Gorman, City Manager

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- Expenditures (indicate as funded or unfunded) for Flood Protection, Water Quality, Resiliency projects (sea level rise and increased flood events), and major end-of-life replacement projects.

4.6 Template Part 6 – Estimated Remaining Useful Life. Since a detailed inventory and assessment of the CITY's stormwater system is not available and is not being done under this Scope of Services, Wright-Pierce will conduct a rough estimate of the useful life of each of the facility's major system components on a regional basis based on interviews and discussions with CITY staff and their knowledge of the systems condition.

4.7 Template Part 7 – Past Five-year Expenditures. Wright-Pierce will tabulate the past five-year history of contributions, expenditures, and balances of capital accounts based on interviews conducted with, and data obtained from, the CITY's finance department.

4.8 Template Part 8 – Planned O&M Funding. Wright-Pierce will meet with CITY staff to review and discuss planned O&M funding, and planned system expansion over next 20 years.

The near-completed EDR template will be submitted to the CITY for review on or before June 24, 2022 (subject to the conditions noted under SCHEDULE.) The CITY shall return any comments to Wright-Pierce by June 28, 2022.

Task 5 – Submittal to Levy County

Wright-Pierce will submittal the completed EDR template to Levy County for their County-wide data consolidation.

COMPENSATION

Work performed will be billed on a time and material basis based on our standard billing rates. No subconsultants are planned for this Task Order. Miscellaneous expenses will be billed at cost. We will invoice the CITY monthly. The total not to exceed amount for the stated scope shall not exceed \$25,500 unless additional compensation is approved by the CITY.

SCHEDULE

We would expect to start our services immediately after your acceptance of this proposal, execution of this engineering services letter agreement, and issuance of a Purchase Order. If authorization to proceed is received by May 18, 2022, and CITY Public Works and Finance staff meet with Wright-Pierce within two weeks thereafter, Wright-Pierce will submit the completed EDR template to Levy County by June 30, 2022.

TERMS

Services will be provided in accordance with this Task Order and the *Basic Contract for Professional Consulting Services* agreement between Wright-Pierce, and the CITY dated July 7, 2017 and supersedes all prior written or oral understandings. This Task Order may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

We appreciate the opportunity to present this proposal to you and for the opportunity to serve the CITY of Williston. Should you have any questions or required additional information, please do not hesitate to contact me at (407) 747-9935 or at the e-mail address listed below.

Sincerely,

WRIGHT-PIERCE, INC.



Walter A. Nickel, PE
Senior Project Manager
walter.nickel@wright-pierce.com

Task Order Acceptance Signatures

Engineer: **Wright-Pierce, Inc.**

Owner: **City of Williston**

By: _____
Signature

By: _____
Signature

Date: May 10, 2022

Date: _____

Ryan Wingard, PE

Vice President

cc: *Dennis Davis, WP*

HB53 Stormwater Needs Analysis



NEW STATE LAW MANDATES LONG-TERM STORMWATER INFRASTRUCTURE PLANNING

Section 403.9302, Florida Statutes, was passed in 2021 and requires each provider of stormwater (SW) management services to develop a 20-year infrastructure needs analysis that must be updated every five years.

THE CLOCK IS TICKING

This new statute places the burden of completing needs analyses on individual utilities and municipalities. Developing a needs analysis consists of multiple steps that require technical expertise, as shown in the infographic below. These key components must be completed on an accelerated timetable to meet the June 30, 2022 deadline.



WRIGHT-PIERCE'S CAPABILITIES COVER ALL ASPECTS OF NEEDS ANALYSIS REQUIREMENT

Named one of the top 25 U.S. sanitary and storm sewer design firms by Engineering News-Record, Wright-Pierce has the expertise, experience, and resources to execute the needs analysis process swiftly and thoroughly. Our team also boasts dynamic asset inventory and cost modeling tools to help streamline the five-year update process. These tools have been developed in-house and can be easily integrated into your existing technology for seamless planning efforts well into the future.

Wright-Pierce understands that there is no one-size-fits-all approach to long-term needs analyses. Wright-Pierce develops creative solutions to complex water resource challenges with the combined expertise of civil, stormwater, and water quality engineers and hydrologists as well as planning, economic, and public participation specialists. Our team has assisted several communities with their SW infrastructure planning needs. Here in Florida, we have provided efficient and expert stormwater planning and design services.

EXPERIENCE

Wright-Pierce has provided SW evaluation, planning, design, and permitting solutions for the following Florida clients:

- Citrus County
- City of Titusville
- City of Williston
- Eustis
- Haines City
- Orlando Public Works
- Polk County Utilities
- Polk Regional Water Cooperative
- St. Cloud
- Toho Water Authority
- UCF

UCF STORMWATER MANAGEMENT SYSTEM MASTER PLAN:

Wright-Pierce is updating the SW master plan to address volume and water quality of runoff on UCF's 1,200 acre campus. The project involves modeling of the existing system to identify areas that may be deficient relative to the capacity of existing conveyance and storage and evaluation of SW ponds, storm drain mains, and manhole and inlet structures. We'll also develop a SW Permit Compliance tracking system.

JOHN HENRY PARK SW IMPROVEMENTS:

Our team developed a successful grant application and designed SW upgrades, which include a new SW pond, swales, water treatment components, and storm sewer system to alleviate flooding and improve water quality at this public park in Williston.



University of Central Florida



John Henry Park

TEAM WITH WRIGHT-PIERCE

Wright-Pierce can support flexible, forward-looking needs analyses that meet SW service providers' goals, fit within financial constraints, and comply with new state regulations. Together, our team and our tools ensure comprehensive SW infrastructure management planning with an eye toward long-term system and environmental sustainability.

Contact Wright-Pierce's **Dennis Davis (407-785-5794)** or **Walt Nickel (352-870-9591)** to find out how we can assist you with compiling your initial SW needs analysis.

FAQS ON PUBLIC WORKS SW NEEDS ANALYSIS

What is Section 403.9302, Florida Statutes, for SW Management Analysis?

HB 53 is a recently passed state law that requires completion of a 20-year needs analysis for stormwater management programs and systems.

Who does it affect?

Florida counties, municipalities, or special stormwater management districts

When is the needs analysis required to be completed?

Local governments must submit their needs analyses by June 30, 2022, and every five years thereafter. Counties have until July 31, 2022, to submit compiled reports.

What is required for the report?

Part 1 — Detailed description of your stormwater management program, brief narrative, itemized program activities, and itemized operations and maintenance (O&M) activities

Part 2 — Detailed description of your stormwater management system, including miles of buried pipe, miles of open ditches, number of wet or dry ponds, number of pump stations, and quantification of similar conveyance or treatment features

Part 3 — Population projections, which are to be provided by the Florida Legislature Office of Economic & Demographic Research for counties and municipalities

Part 4 — Current and projected service area

Part 5 — Current and projected cost of providing services calculated in five-year increments, including:

- Routine O&M
- Expansions (new work, improvements, retrofits, and/or upgrades) of flood protection and water quality infrastructure, resiliency projects (sea level rise and increased flood events), and major end-of-life replacement projects
- Expenditures (indicate as funded or unfunded) for Flood Protection, Water Quality, Resiliency projects (sea level rise and increased flood events), Major end-of-life replacement projects

Part 6 — Estimated Remaining Useful Life of each facility or major system component

Part 7 — Past five-year history of contributions, expenditures, and balances of capital accounts

Part 8 — Plan to fund O&M and expansion over next 20 years

Who is excluded?

Private entities, federal government, state government, Water Management Districts, School Districts, and State Universities/colleges.

Date: May 17, 2022

COUNCIL AGENDA ITEM

TOPIC: Proposed CDBG Grant Project – Discussion by Wright-Pierce

PREPARED BY: Jackie Gorman, City Manager

BACKGROUND / DESCRIPTION:

Wright-Pierce has been working with staff and Fox Enterprises on the upcoming small cities CDBG project. Originally it was proposed to upgrade two (2) lift stations, Lift Station 4 and Lift Station 6. Since Lift Station 6 is outside the city limits, Wright-Pierce is proposing that we substitute the upgrade of Lift Station 6 with another project. Walter Nichol with Wright-Pierce will be at the meeting to discuss the project in detail.

LEGAL REVIEW: None required

FISCAL IMPACTS: N/A

RECOMMENDED ACTION: N/A

ATTACHMENTS: None

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**