

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

DATE: TUESDAY, JUNE 7, 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 - SWEARING IN OF NEW POLICE OFFICER JOSE A. PEREZ AND THOMAS MCCULLOUGH: MAYOR CHARLES GOODMAN.

ITEM – 3 – PROMOTION OF OFFICER TIM O’HARA TO RANK OF SERGEANT. MAYOR CHARLES GOODMAN.

ITEM – 4 – PUBLIC PARTICIPATION

ITEM – 5 – CONSENT AGENDA (pp 5-9)

- Council minutes from May 17, 2022

ITEM – 6 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER JACKIE GORMAN
- STAFF

**PUBLIC HEARINGS:**

- B. SECOND 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 LANE AND NAMED BEE TREE DRIVE IN PLAT BOOK 1, PAGE 50 OF THE PUBLIC RECORDS OF LEVY COUNTY AND LOCATED WITHIN BULLOCK’S**

CITY OF WILLISTON, FLORIDA  
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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 10-19)

- C. **SECOND 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 7<sup>TH</sup> 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 20-35)
- D. **SECOND 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.. (TABLE)
- E. **SECOND 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 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.(pp 36-50)

**CLOSE PUBLIC HEARINGS.**

- F. **RESOLUTION** 2022-30: A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, APPROVING THE PURCHASE OF EXTRICATION EQUIPMENT. CHIEF LAMAR STEGALL. (pp 51-54)

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ITEM – 7 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: 410 SE 3<sup>RD</sup> STREET, CITY MAINTAINING THE STREET. RESIDENTS WILLIAM SEALE AND RUDY DAVILLA. (pp 55-75)
- B. DISCUSSION WITH POSSIBLE ACTION: CREDIT CARD FOR IT MANAGER AARON MILLS. IT MANAGER AARON MILLS.
- C. DISCUSSION WITH POSSIBLE ACTION: LEVY PET PROJECT REPLAT-RP2022-03. CITY PLANNER LAURA JONES.
- D. RESOLUTION 2022-31: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LAND LEASE AGREEMENT WITH EXISTING BUILDING BETWEEN MAYO FERTILIZER, INC. AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT WITH A LEGAL DESCRIPTION AS PROVIDED IN EXHIBIT “A”;  
AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; REPEALING ALL RESOLUTIONS IN CONFLICT; AD PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 76-89)
- E. DISCUSSION WITH POSSIBLE ACTION: CARNIVAL AT THE OLD FAIR GROUNDS JUNE 16-19. COUNCIL PRESIDENT JONES.

ITEM – 8 – PUBLIC PARTICIPATION

ITEM - 9 - ANNOUNCEMENTS

ITEM – 10 – ADJOURNMENT

**NEXT SCHEDULED COUNCIL MEETING JUNE 21, 2022, AT 6:00 P.M.**

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

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

Meeting ID: 491747299

One tap to join audio only from a smartphone:  
+16504191505,,491747299# United States (San Mateo, CA)

Or dial:

+1 (650) 4191505 United States (San Mateo, CA)

CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

Access Code / Meeting ID: 491747299

International numbers available: <https://v.ringcentral.com/teleconference>

YouTube Link: <https://www.youtube.com/channel/UCKtI468kcNjBS2AYgOaBsRQ>

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

Council Meeting Procedures for members of the Public

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

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

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

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

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

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

CALL TO ORDER – AT 6:00 P.M.

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 - absent  
City Clerk Latricia Wright  
Attorney Kiersten Ballou

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Prayer and Pledge of Allegiance to the Flag led by Mayor Goodman.

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

Council President asked to move Item (L) and (M) under New Business before Item (G). Motion by Vice-President Robinson to approve as amended. Seconded by Councilmember Cox. Motion carried 5-0.

ITEM – 2 – PUBLIC PARTICIPATION – Mr. Fuller commented on the Charter Review Committee before agenda item presented.

ITEM – 3 – CONSENT AGENDA – Motion to approve by Councilmember Ross. Seconded by Vice-President Robinson. Motion carried 5-0.

- Council minutes from May 3, 2022

ITEM – 4 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER JACKIE GORMAN – commended on new Welcome Center in Lobby.
- STAFF – Vice-President Robinson commented on the Deputy City Manager position. Chief Rolls commented on the buildout at the Police Department.

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

CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

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 – Motion to deny Resolution 2022-29 by Councilmember Bullock. Seconded by Vice-President Robinson. Motion carried 3-2. Councilmember Bullock, Vice-President Robinson and Councilmember Ross voted “Aye”. Councilmember Cox and President Jones voted “Nay”. (Discussion to have Council serve as the Charter Review Committee instead of appointing a committee)

ITEM – 5 – NEW BUSINESS –

**PUBLIC HEARINGS:**

- A. DISCUSSION WITH POSSIBLE ACTION: ADDING A 4 WAY STOP AT THE INTERSECTION OF NE 1<sup>ST</sup> STREET AND NE 4<sup>TH</sup> AVE. DANA MOXLEY. - not present.
- B. DISCUSSION WITH POSSIBLE ACTION: ADD SPEED BUMPS IN NORTHWOOD SUBDIVISION. WAYNE MYHREE. – Mr. Myhree discussed cars racing down 10<sup>th</sup> street. Chief Rolls said he will have an officer patrol that area and report back.

**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. – Swore in Marc Pompeo and City Planner Jones. Planner Jones said the property will be divided in half, between residents on each side. Motion to approve first reading of Ordinance 2022-696 by Vice-President Robinson. Seconded by Councilmember Ross. Motion carried 5-0.
- 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 7<sup>TH</sup> 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



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ORDINANCES; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. – Swore in Mr. Eric Brooks, Stephen McMillen, and City Planner Jones. Motion to approve first reading of Ordinance 2022-697 by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 5-0.

- 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.** – Motion to approve first reading of Ordinance 2022-698 Councilmember Cox. Seconded by Councilmember Ross. Motion passed 4-1. Council President Jones, Councilmember Cox, Councilmember Ross, Councilmember Bullock voted “Aye”, Vice-President Robinson voted “Nay”.
- 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 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.** – Motion to approve first reading of Ordinance 2022-699 by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 5-0.

**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 19<sup>TH</sup> AVE., WILLISTON, FLORIDA 32696; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL.** – Motion to

CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

approve Resolution 2022-25 by Councilmember Cox. Seconded by Vice-President Robinson. Motion carried 4-1. Council President Jones, Vice-President Robinson, Councilmember Cox, and Councilmember Bullock voted "Aye". Councilmember Ross voted "Nay".

- 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 21<sup>ST</sup>, 1998 WITH THE FIRST AMENDMENT SIGNED ON JUNE 8<sup>TH</sup>, 2004; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. - Council recommended adding clause for Fire Inspection to lease. Motion to approve Resolution 2022-26 with added clause for Fire Inspection by Councilmember Bullock. Seconded by Vice-President Robinson. Motion carried 5-0.
- 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 14<sup>TH</sup>, 2013 WITH THE FIRST AMENDMENT SIGNED ON JULY 9<sup>TH</sup>, 2013; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LEASE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. - Motion to approve Resolution 2022-27 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 5-0.
- 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, INC., AND THE CITY OF WILLISTON AS OUTLINED IN THE LEASE SIGNED BETWEEN SAID PARTIES ON OCTOBER 21<sup>ST</sup>, 1998 AND THE AMENDMENT TO SAID LEASE SIGNED ON JUNE 8<sup>TH</sup> 2004; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. - Motion to approve Resolution 2022-28 by Councilmember Bullock. Seconded by Vice-President Robinson. Motion carried 5-0.
- 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 5<sup>TH</sup> STREET AND APPROVING A SEAL BID AUCTION FOR SAID SURPLUS PROPERTY. CITY PLANNER LAURA JONES. - Motion to approve Resolution 2022-24 by Councilmember Ross. Seconded by Councilmember Bullock. Motion carried 5-0.
- L. DISCUSSION WITH POSSIBLE ACTION: PROPOSAL FOR ENGINEERING SERVICES-FLORIDA HOUSE BILL 53-UNFUNDED MANDATES FOR



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CITY COUNCIL MEETING

STORMWATER AND WASTEWATER NEEDS ANALYSIS. CITY MANAGER JACKIE GORMAN. – Motion to approve proposal by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 5-0.

M. DISCUSSION WITH POSSIBLE ACTION: PROPOSED CDBG GRANT PROJECT. WRIGHT-PIERCE. – Consensus from council to move forward with proposed grant.

ITEM – 6 – PUBLIC PARTICIPATION - None

ITEM - 7 – ANNOUNCEMENTS – Mayor Goodman commented on email he received regarding the youth soccer group at WYAA.

ITEM – 8 – ADJOURNMENT – Motion to adjourn at 9:17 by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 5-0.

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

**Date: June 7, 2022**

**COUNCIL AGENDA ITEM**

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**TOPIC: VACATION OF ROAD BEE TREE LANE**

**2<sup>nd</sup> 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**

**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 17<sup>th</sup> 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 7<sup>th</sup> day of June, 2022.

Attest:

City Of Williston

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Latricia Wright  
City Clerk

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Debra Jones  
President, City Council

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Scott Walker  
City Attorney



# 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 <u>22-01</u>
Date Received	<u>02/22/2022</u>
Receiver Name (print)	<u>Nicki Bouse</u>

*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)	
<b>Parcel Information</b>	
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

*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

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](mailto:City.Planner@Willistonfl.org)

*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

## 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.

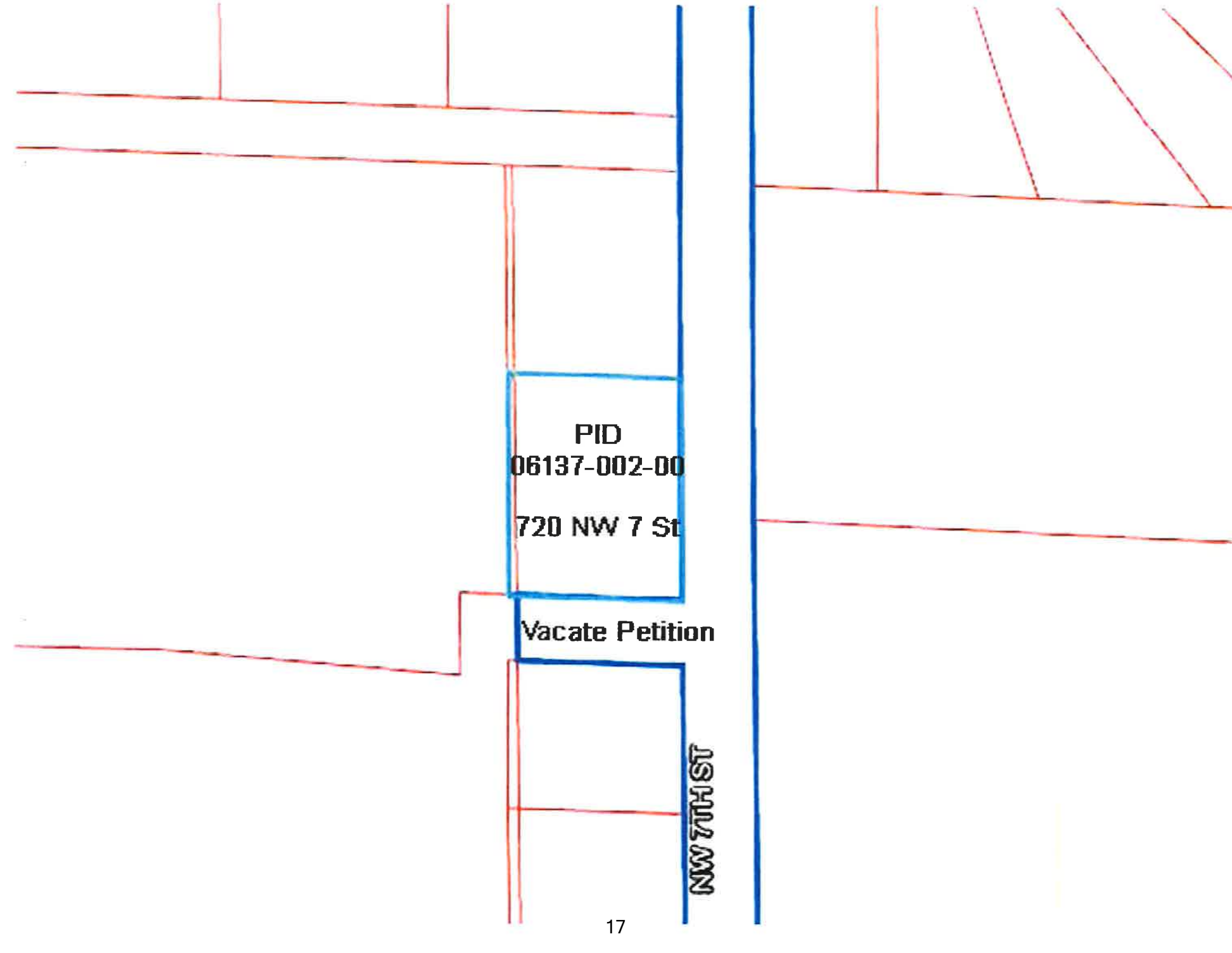
Sincerely,

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)

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

**Vacate Petition**

**NW 7TH ST**





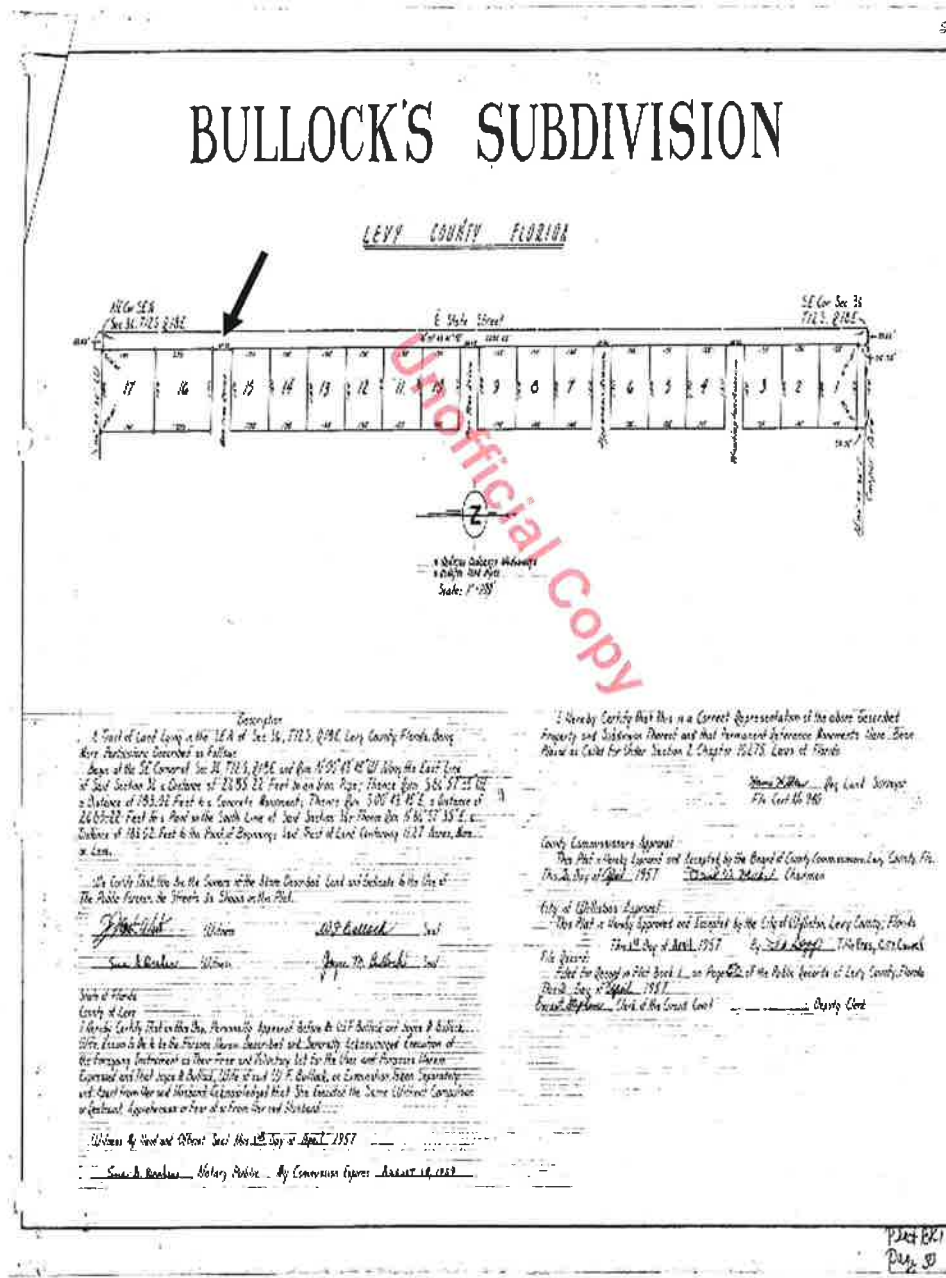


# Ordinance 2022-696 Exhibit A

5/9/22, 2:26 PM

Landmark Web Official Records Search

LEADERSHIP, CULTURE, AND ORGANIZATIONAL EFFECTIVENESS



**Date: June 7, 2022**

---

**COUNCIL AGENDA ITEM**

---

**TOPIC: VACATION OF ROAD CHURCH OF GOD PROPERTY**

**2<sup>nd</sup> 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 old easement that was mistakenly not closed during a previous request. It is the end of Indiana Ave. which was vacated previously.

The easement is blocking access to Alachua St. for future improvements of the Church.

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](mailto:City.Planner@Willistonfl.org)

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

<input type="checkbox"/>	DRAINAGE EASEMENT	
<input checked="" 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 7<sup>th</sup> St</i>	<i>Hillcrest Unit 1</i>
	<i>Williston, FL 32696</i>	<i>AB 2 / PG 5</i>
REASON FOR REQUEST:	<i>Unconstructed Road / Not Needed / <del>the</del> 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

<b>ALL VACATES</b> (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
<b>DRAINAGE &amp; UTILITY EASEMENT</b>	
<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

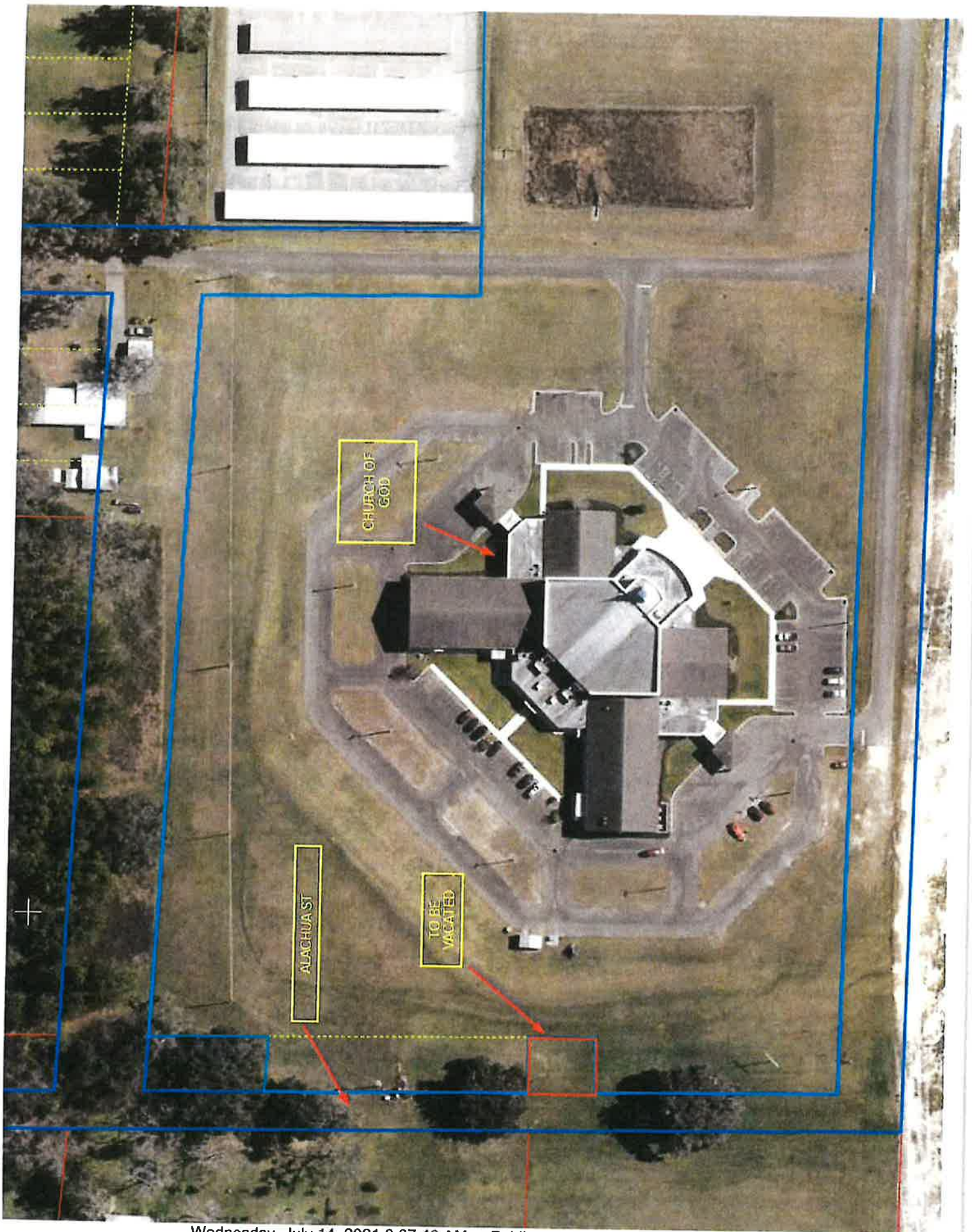
Description: (by surveyor) - City of Williston to Church of God, Vacate "A"

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 <sup>th</sup> 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)	<a href="mailto:quotes@mcsurveying.com">quotes@mcsurveying.com</a>
<b>Parcel Information</b>	
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**

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

Date created: 6/28/2021

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

Developed by  **Schneider**  
GEOSPATIAL



# National Flood Hazard Layer FIRMette

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		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		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 I
		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 D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		Cross Sections with 1% Annual Chance Water Surface Elevation
MAP PANELS		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
OTHER FEATURES		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
MAP PANELS		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 Description** 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 8 & 9 BLK 15 & VAC STREETS OR BOOK 1081 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 Code** CHURCHES (7100)  
**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	
Extra Features Value	\$3,624,090
Market Land Value	\$186,776
Ag Land Value	\$287,581
Just (Market) Value	\$287,581
Assessed Value	\$4,098,447
Exempt Value	\$4,098,447
Taxable Value	\$4,098,447
Cap Differential	\$0
	\$0
Previous Year Value	\$4,068,815

### Exemptions

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

### Building Information

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

Sale Date	Sale Price	Instrument			Qualification	Vacant/Improved	Grantor	Grantee
		Type	Book	Page				
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.

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

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



Version 2.0.1.0

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: E. Keith Langford

[Signature] (Seal)  
Glen Selvyn Robinson

[Signature]  
Witness Name: Charon Benton

[Signature] (Seal)  
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: Annel Goshell

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 7<sup>TH</sup> 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 17<sup>th</sup> 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 7<sup>th</sup> day of June, 2022.

Attest:

City Of Williston

---

Latricia Wright  
City Clerk

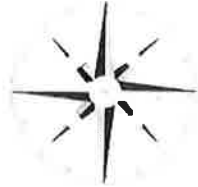
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Debra Jones  
President, City Council

---

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 ¼ 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°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°05'04"East, along the South line of said Lot 9, Block 15, a distance of 50.12 feet; thence South 00°19'09"East, a distance of 60.00 feet to the North line of said Lot 2, Block 16; thence South 89°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.

**Date: June 7, 2022**

---

**COUNCIL AGENDA ITEM**

---

**TOPIC: Natural Gas Rate & Fee Adjustments - Ordinance 2022-699 - 2<sup>nd</sup> & Final Reading**

**PREPARED BY:** Jackie Gorman, City Manager

**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 developer to incur the costs of Gas expansion instead of our residents. This does not harm the developers due to the increase in the value of their homes by an average of 11%.

**LEGAL REVIEW:** Yes/FGU Attorney

**FISCAL IMPACTS:** To be determined

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

**ATTACHMENTS:** Ordinance 2022-699

**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 trued-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.

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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.

**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

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**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.**

**Date: June 7, 2022**

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**COUNCIL AGENDA ITEM**

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**RESOLUTION 2022-:** Approving the purchase of extrication equipment

**REQUESTED BY:** Lamar Stegall, Fire Chief

**PREPARED BY:** Brooke Willis

**BACKGROUND / DESCRIPTION:** Current extrication equipment is 33 years old. The components of today's vehicles are made with exotic metal combinations that are harder to cut and the current extrication equipment simply cannot cut through these materials which prolongs the extrication process.

**LEGAL: REVIEW:** N/A

**FISCAL IMPACTS:** As indicated in the reports provided.

**RECOMMENDED ACTION:** Approve Resolution 2022-30 Approve the purchase of extrication equipment.

**ATTACHMENTS:**

☐ CONTRACT      ☒ RESOLUTION      ☐ MAP  
☐ LEASE      ☒ OTHER DOCUMENTS- Purchase Order

☐ CONSULTANT OR PARTY TO ACTION HAS BEEN NOTIFIED

**COUNCIL ACTION:**

☐ APPROVED  
☐ DISAPPROVED

**RESOLUTION NUMBER 2022-30**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WILLISTON, LEVY COUNTY, FLORIDA, APPROVING THE  
PURCHASE OF EXTRICATION EQUIPMENT.**

**WHEREAS,** The Williston Fire Rescue is in need of updated extrication equipment because the current extrication equipment is 33 years old and no longer can effectively be used on newer vehicle due to the changes in the newer metal components which delays extrication efforts;

**WHEREAS,** Williston Fire Rescue has found updated extrication equipment from Emergency Vehicle Repair, Inc. for the total of twenty-one thousand five hundred thirty-seven dollars and eighteen cents (\$21,537.18).

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

**SECTION 1. APPROVAL.** The purchase of extrication equipment from Emergency Vehicle Repair, Inc. for \$21,537.18.

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

**PASSED AND ADOPTED** this 7<sup>th</sup> day of June, 2022.

**CITY OF WILLISTON, FLORIDA**

ATTEST:

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Debra Jones, President  
City Council

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Latricia Wright, City Clerk



# City of Williston

50 NW Main St. P.O. Drawer 160 Williston, FL 32696

Phone (352) 528-3060 Fax (352) 528-2877

Date: 5/19/2022

PO Number 1583

To: Emergency Vehicle Repair Inc.  
PO Box 180776  
Casselberry, FL 32718  
Phone (407) 241-2100

Williston Fire Rescue  
Deliver To: City of Williston  
5 SW 1st Ave.  
Williston, FL 32696

Quantity	Description	Unit Price	Sub Total
1	IC550 Cutter	\$6,595.47	\$6,595.47
1	IS280 ION Spreader-Lighted Handle	\$8,096.76	\$8,096.76
1	ITR230LB Ram	\$5,988.15	\$5,988.15
1	3PC Ram Extension Kit ( Includes 10",18", & 27")	\$856.80	\$856.80
			<b>TOTAL 21,537.18</b>

INSTRUCTIONS TO VENDOR: Mail all invoices in duplicate  
Purchase Order Number, to the Purchasing Department,  
City of Williston, immediately upon shipment of goods. Show  
cash discount on all invoices. Please acknowledge This Purchase  
Order.

Department Head: Lamar Stegall, Fire Chief

Signature: \_\_\_\_\_

Finance: \_\_\_\_\_

City Manager: \_\_\_\_\_

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

Mayor - CHARLES GOODMAN / President - DEBRA JONES

Vice President - MARGUERITE ROBINSON

Council members - MICHAEL COX - ZACK BULLOCK - ELIHU ROSS

City Manager - JACKIE GORMAN / City Clerk - LATRICIA WRIGHT

Emergency Vehicle Repair Inc.  
 PO Box 180776  
 Casselberry, FL 32718  
 Phone#(321) 228-7691

# Invoice

Date	Invoice #
5/18/2022	4517

<b>Bill To</b>
WILLISTON FIRE DEPARTMENT 5 SW 1ST AVE WILLISTON, FL. 32696

<b>Ship To</b>
WILLISTON FIRE DEPARTMENT 5 SW 1ST AVE WILLISTON, FL 32696

P.O. # / card#	Terms	Unit#
	Net 30	DEMO EQUIPMENT

Service D...	Operation	Description	U.O.M.	LINE#	Quan...	Rate	Amount
5/18/2022	AMK-IC350LB	IC350 CUTTER (TOOL ONLY) (LIST IS \$10,469.00)	TOOL		1	6,595.47	6,595.47
5/18/2022	AMK-IS280LB-L	IS280 ION SPREADER-LIGHTED HANDLE (TOOL ONLY)(LIST PRICE IS \$12,852.00)	TOOL		1	8,096.76	8,096.76
5/18/2022	AMK-ITR230LB	ITR230LB RAM (TOOL ONLY)(LIST PRICE IS \$9,505.00)	TOOL		1	5,988.15	5,988.15
5/18/2022	AMK-TCE-KIT	3PC RAM EXTENSION KIT (INCLUDES 10", 18", & 27" EXTENSIONS FOR ION RAMS)(LIST PRICE IS \$1360.00)	TOOL		1	856.80	856.80
NOTE: ALL TOOLS ARE IN GREAT SHAPE AND WILL BE SERVICED PRIOR TO DELIVERY  NOTE: ALL PRICES ARE WITH OUT BATTERIES AND CHARGERS  NOTE: ALL TOOLS HAVE BEEN USED AS DEMO TOOLS ONLY							
THANK YOU FOR THE OPPORTUNITY TO DO BUSINESS WITH YOU						<b>Total</b>	\$21,537.18



**June 7, 2022**

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**COUNCIL AGENDA ITEM**

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**TOPIC: Levy Pet Project Replat - RP2022-03**

**REQUESTED BY: Laura Jones, City Planner**

**BACKGROUND / DESCRIPTION:**

Levy Pet Project (Parcel # 0507600400). This property is located at 505 SW 7 St. Mr. Robert W. Bullock is the property owner and Stephen McMillen, Surveyor, is the Agent.

Currently this parcel consists of one lot on 2.5 acres and the zoning is Commercial Intensive (C-2). This plat proposes 2 lots. The north lot at 1.356 acres and the south lot at 1.144 acres.

Approval of this replat complies with the Land Development Code.

**LEGAL REVIEW: NA**

**FISCAL IMPACTS: None**

**RECOMMENDED ACTION: Planning & Zoning Board recommends approval of the Levy Pet Project Replat-RP2022-03 to City Council.**

**ATTACHMENTS: Application**

**ACTION:**

\_\_\_\_\_ **APPROVED**

\_\_\_\_\_ **DISAPPROVED**



SUBJECT  
PROPERTY

**CITY OF WILLISTON, FLORIDA  
SUBDIVISION PRELIMINARY (PLAT) PLANS SUBMISSION CHECKLIST**

(Applies to Non-Minor Subdivisions)

**Transmit to: Planning & Zoning Department, P.O. Box 160, WILLISTON, FL 32696**

**Phone: 352-528-3060 opt 3,**

This Checklist is based on the relevant provisions of Chapter 56-16 – Submission of Preliminary Plat - of the WILLISTON, FL Code of Ordinances. The Code is available online at [www.municode.com](http://www.municode.com).

**General Requirements**

- ☐ Contact the Zoning Director, who will in coordination with Levy County E 911 office to get an **approved** subdivision name.
- ☐ Schedule a pre-application conference with this Department as early as possible in the project development process.
- ☐ No subdivision application shall be scheduled for processing until this Department determines the application package is complete, including all fees paid.
- ☐ **Since the application package completeness determination must occur PRIOR the agenda deadline date, do not wait until the deadline to submit the application package.** Application are reviewed by internal departments as well as by the department. The Zoning department will create a staff report which is provided to the reviewing Board with the agenda.
- ☐ Resubmissions must also comply with the agenda deadline date.
- ☐ All subdivision submissions must comply with the relevant requirements of Section 56-16– Preliminary Plans.
- ☐ Be advised that no site clearing activity, other than the minimum necessary for surveying purposes, may be initiated until the construction plans are approved AND a tree removal permit has been issued.
- ☐ All plats, plans & specifications must be signed & sealed by a Florida registered surveyor, landscape architect or engineer, as appropriate for the document.
- ☐ Preliminary plans are reviewed by the Planning and Zoning Commission and the City Council.
- ☐ Phasing must be arranged so that each phase can stand alone and function adequately with regard to required improvements, infrastructure and facilities. Submit 12 copies of the preliminary plans at the appropriate scale on 24" by 36" sheets **PLUS 12** copies of the plans reduced to 11" by 17", PLUS and electronic PDF format of the drawings.
- ☐ **Submissions may require prove of title insurance.**

RECEIVED  
132002

\*\*\*\*\*  
**SUBDIVISION PRELIMINARY PLANS SUBMISSION CHECKLIST**

\_\_\_\_\_ Preliminary Plat – 1-15 Lots \$ 250 Application Fee -Plus \$12 Per lot or parcel  
\_\_\_\_\_ Preliminary Plat – 16 lots and up \$500 Application Fee -Plus \$12 Per lot or parcel

**Rec'd Requirement**

Legal description of the subject site – could be on the boundary survey  
Complete name and mailing address of the property owner, developer and engineer  
Tract boundaries with dimensions  
North arrow, date of preparation and other pertinent legend information  
A location map at no greater than 1000 scale  
Zoning of the site AND adjacent parcels on all sides  
Plat book and page of the site  
Typical lot size by phase, if necessary  
A copy of the draft HOA deeds, restrictions and covenants  
Streets and easements of adjacent land  
Topography map in NGVD contours at 1-foot intervals  
Site conditions including, but not limited to, existing watercourses, drainage ditches, bodies of water, wetland, 100-year flood elevations, and surrounding physical features  
Existing property lines, buildings, transmission lines, water and/or sewer lines, bridges, culverts, city limits and utility easements on the subject site AND the adjacent parcels  
**Levy County E-911 approved street names**, street types, pavement widths and right-of way dimensions and typical cross section diagrams  
Identification of the storm water disposal method and connection to the city potable water, wastewater and reuse systems  
Proposed off-site roadway and other public improvements in the area  
Phasing the subdivision, if any – lots must be numbered consecutively for the whole project  
Dedications of sites and roadways to the public  
Identify/map the on-site soils  
A summary list of the total acres, lots, minimum lot area and lineal feet of streets  
An environmental assessment pursuant to the provisions of Chapter 114 of this Code  
A preliminary concurrency review document  
Adequately address zoning, buffering, environmentally sensitive area, upland habitat, floodplains, well field, aquifer protection, historic/archeological and traffic  
**A CD in PDF format which includes ALL the application package text and graphics**

**CERTIFICATION**

I, the undersigned, do hereby certify that I have read this Checklist and understand the requirements described therein. **I further understand that only application packages that have been determined complete by the Department prior to the agenda deadline will be scheduled for processing.**

 1/7/22  
\_\_\_\_\_  
Owner or Authorized Applicant Signature Date

# APPLICATION FOR SUBDIVISION PRELIMINARY PLANS

(Applies **only** to division of land into 6 or more parcels)

(Please type or write very clearly)

County 911 Approved Subdivision Name: Levy Pet Project

Parcel Number 65076-004-00

Legal Description See attached

General Location and/or Street Address: 505 SW 7th St  
Williston, FL 32696

Project Area: 2.5 AC # of Units: 2 Density: \_\_\_\_\_ Zoning: C-2

Typical Lot Size: ~~600~~ 1.25 AC # of Phases: 1

# Lots & Acres by Phase: 2 lots 1.25 AC 1.356 / 1.44 AC

# Acres of Recreation Area: \_\_\_\_\_ # Acres of Wetlands: \_\_\_\_\_

# Acres of Roads & RW: \_\_\_\_\_ Public or Private Streets: \_\_\_\_\_

Has this site been subject to any other development permit action in the last two years?  
No \_\_\_\_\_ If Yes, provide the type of action and date of final action below.

Attach a copy of the Property Owner's Authorization form.

Surveyor's Name: Stephen M. McMillen

Address: 444 NW Main St

Williston, FL 32696

Telephone Number: (352) 528-6277

Email - quotes@mcsurveying.com

McMillen Surveying, Inc.

Owner Name: Robert W. & Susan E. Bullock

Email rbullock@gmail.com

Owner Address: 505 SW 7th St, Williston, FL 32696

Owner Phone #: 352-843-7141 Fax # and/or E-mail: \_\_\_\_\_

Person to be contacted regarding questions about this application (e.g. engineer, architect,

attorney, etc.):

Contact Name: McMillen Surveying

Email \_\_\_\_\_

Contact Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ E-mail: \_\_\_\_\_

**CERTIFICATION**

I, the undersigned, do hereby certify that I have read the application and the relevant guidance material and understand the requirements described therein and that I will fully comply with all City, State and Federal regulations applicable to this project. I understand that the application fee is non-refundable. I further understand that I am responsible to reimburse the City for the actual advertising costs **AND** the actual consultants' review fees, if any. Said fees shall be paid within 30 days of receipt of the City's invoice **OR** further processing of the application will cease until the invoice is paid in full.

Applications need to be submitted by the 1<sup>st</sup> of the month to be considered at the next Planning & Zoning Commission meeting. Any and all supporting documents that need to be reviewed by the Commission need to be submitted by the 15<sup>th</sup> of the same month to be included in the packet for review.

I understand that only application packages that are determined complete by the Department will be scheduled for review.

  
Applicant Signature

1/7/22  
Date

**OWNER'S APPLICATION AUTHORIZATION**

(Required if the property owner of record is not the applicant)

**STATE OF FLORIDA COUNTY OF LEVY**

Before me, the undersigned authority, personally appeared \_\_\_\_\_ who being by me first duly sworn on oath, deposes and says:

1. That he/she is the property owner of the subject parcel(s) in this application.
2. That he/she desires to apply for a Subdivision Preliminary Plans on land generally located at (insert legal description)

- \_\_\_\_\_  
3. That he/she has appointed \_\_\_\_\_ to act as agent in his/her behalf to accomplish the above.

\_\_\_\_\_  
Owner's Signature

This is to certify that on \_\_\_\_\_, 20\_\_\_\_ before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared \_\_\_\_\_ he/she is personally known to me or has produced \_\_\_\_\_ as identification and Did (Did Not) Take an Oath.

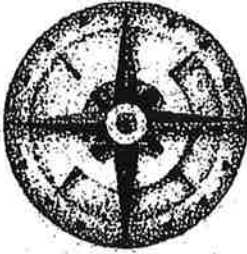
SEAL

\_\_\_\_\_  
Signature of Acknowledger

\_\_\_\_\_  
Acknowledger Name

\_\_\_\_\_  
Serial Number My Commission Expires





## McMillen Surveying, Inc.

444 Northwest Main Street

Williston, Florida, 32696

Office: 352 528-6277

State of Florida  
County of Levy

We Robert Bullock & Susan Bullock hereby give Stephen M. McMillen, P.S.M.,  
President of McMillen Surveying, Inc, the authority to act as my Authorized Agent to facilitate  
the **Platting Process** upon "Levy Pet Project" on the  
following parcel lying in:

Section 6, Township 13 South, Range 19 East,  
County: Levy  
State: Florida  
Parcel ID# OS076-004-00, City: Williston

Signature [Signature]  
Printed Robert W Bullock Date: 5-11-22

Signature [Signature]  
Printed Susan E Bullock Date: 5-11-22

Notary Public, State of Florida  
At Large

[Signature]  
My Commission Expires: 8/29/2025







### Summary

Parcel ID 0507600400  
 Location Address 505 SW 7 ST  
 WILLISTON  
 Neighborhood Williston South (6004)  
 Legal Description\* 06-13-19 0002.50 ACRES THE WESTERLY 326.52 FT LYING EAST U S 41 R/W IN S1/2 OF SW1/4 OF SW1/4 OF NW1/4 OR BOOK 353 PAGE 195  
 \*The legal description shown here may be condensed, a full legal description should be obtained from a recorded deed for legal purposes.  
 Property Use Code PRO SERVICE OFFICES (1900)  
 Subdivision N/A  
 Sec/Twp/Rng 06-13-19  
 Tax District WILLISTON (District WI)  
 Millage Rate 21.8725  
 Acreage 2.500  
 Homestead N  
 Ag Classification No

### View Map

### Owner

Owner Name Bullock Robert W 100%  
Bullock Susan E 100%  
 Mailing Address 505 SW 7TH ST  
 WILLISTON, FL 32696

### Valuation

	2021 Preliminary Value
Building Value	Summary
Extra Features Value	\$121,329
Market Land Value	\$10,894
Ag Land Value	\$98,037
Just (Market) Value	\$98,037
Assessed Value	\$230,260
Exempt Value	\$230,260
Taxable Value	\$0
Cap Differential	\$230,260
	\$0
Previous Year Value	\$230,260

### Exemptions

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

### Building Information

Building	1	Roof Cover	ASPHALT/COMP SHG
Actual Area	3106	Interior Flooring	VINYL / PLANK
Conditioned Area	2516	Interior Wall	DRYWALL
Actual Year Built	1991	Heating Type	FORCED AIR DUCTED
Use	OFF BLDG/NON-SHOP CT	Air Conditioning	CENTRAL
Exterior Wall	VINYL SIDING	Baths	
Roof Structure	GABLE OR HIP		

Description	Conditioned Area	Actual Area
UNFINISHED STORAGE	0	518
BASE	2516	2516
CANOPY	0	72
Total SqFt	2516	3106

### Extra Features

Code Description	BLD	Length	Width	Height	Units
ASPHALT 4	1	0	0	0	7500
WALKWAY-A	1	0	0	0	900
CHAIN FENCE 4	1	0	0	0	225
DU-C STORAGE	1	14	10	0	140
FNC CHN BRB 06	1	0	0	0	120
BOARD FENCE C	1	0	0	0	240

**Land Line**

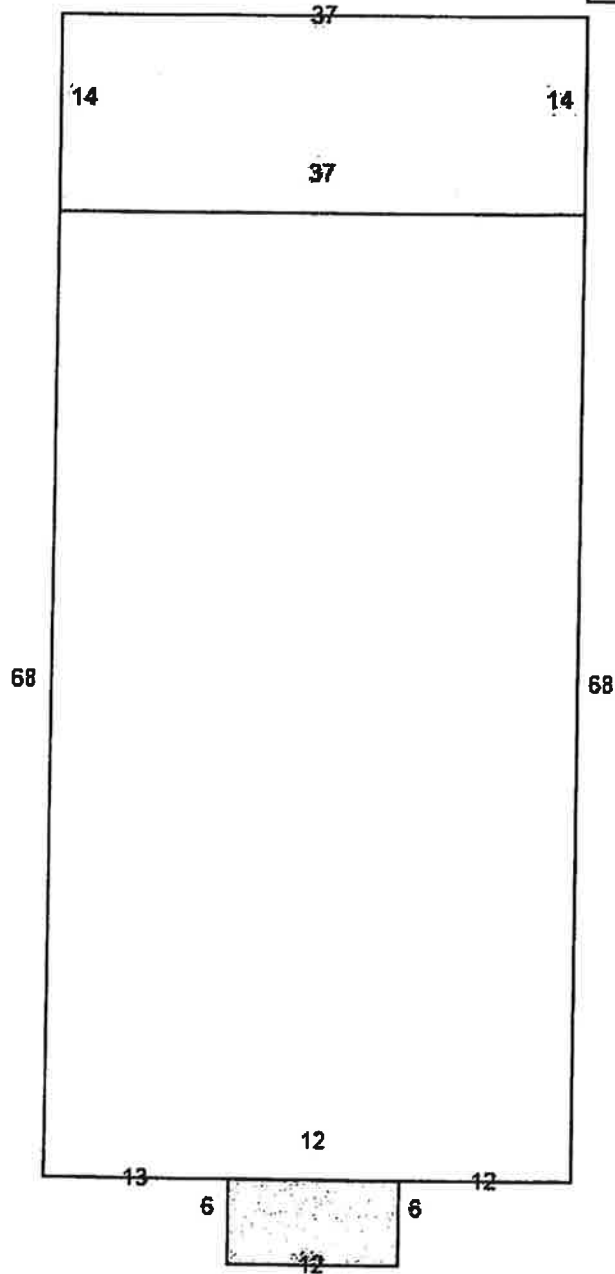
Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
PROF OFFICES	0	0	108930	SQ	\$98,037

**Sales**

Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
6/1/1988	\$40,000.00	WD	<u>353</u>	<u>195</u>	U	V		

**Building Sketch**

Room Type	Area
CANOPY	0
Base	0
UNFINISHED STORAGE	0





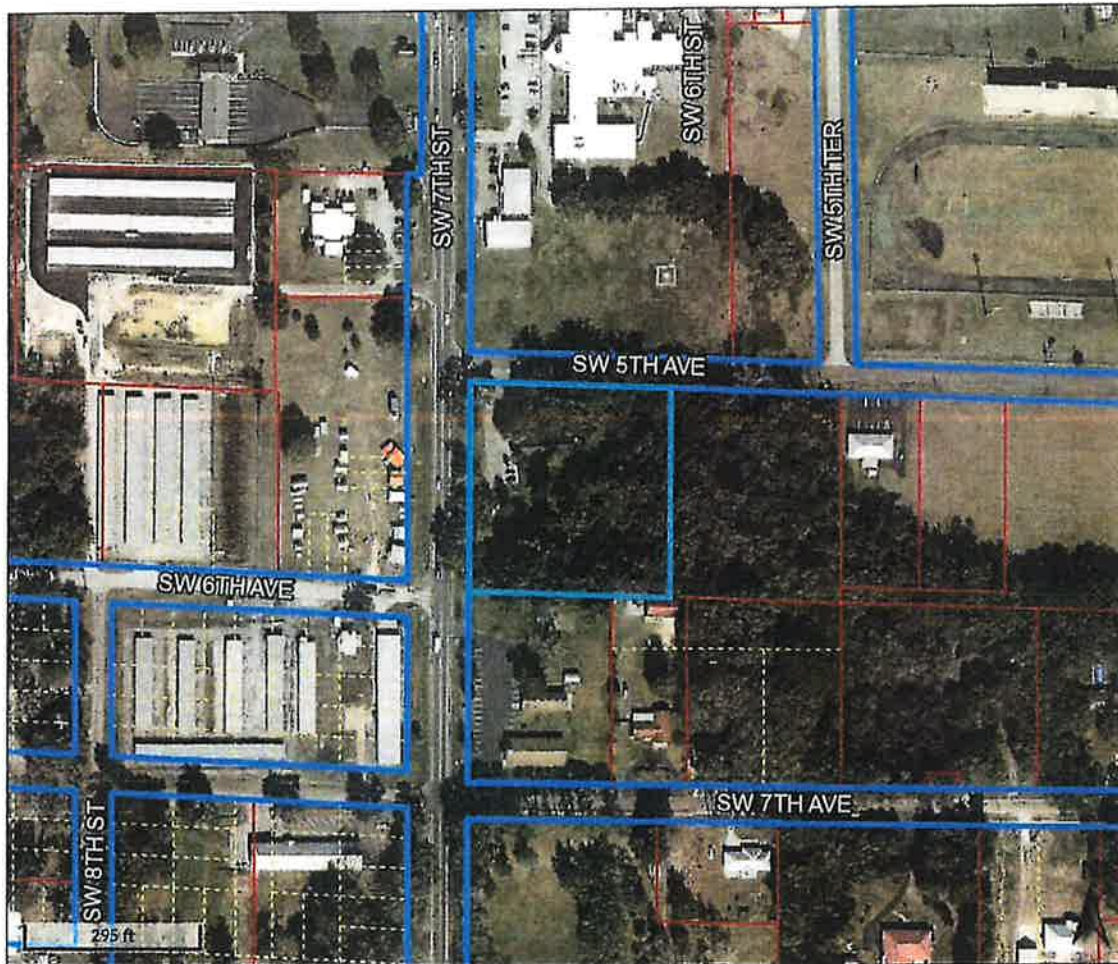
No data available for the following modules: Photos.

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[GDPR Privacy Notice](#)

Last Data Upload: 26/04/2021, 19:25:17







**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	0507600400	Physical Address	505 SW 7 ST	Building Value	\$121,329	Last 2 Sales			
Property Use	1900 - PROF OFFICES	Mailing Address	WILLISTON BULLOCK ROBERT W	Extra Feature Value	\$10,894	Date	Price	Reason	Qual
Taxing District	WILLISTON	Address	505 SW 7TH ST	Market Land Value	\$98,037	6/1/1988	\$40000	01	U
Acres	2.5		WILLISTON FL 32696	Ag Land Value	\$98,037	n/a	0	n/a	n/a
				Just Value	\$230,260				
				Assessed Value	\$230,260				
				Taxable Value	\$230,260				

Date created: 4/27/2021  
Last Data Uploaded: 4/26/2021 7:25:17 PM

Developed by  **Schneider**  
GEOSPATIAL



220:00  
10.50

353 PAGE 195

326 PAGE 329 351 PAGE 679

Prepared by  
Karen Pankow  
Levy Abstract & Title Company  
Bronson, Florida

This Warranty Deed Made the 31st day of May A.D. 1988 by  
JAMES O. DAILEY and MARGUERITE D. DAILEY, his wife

hereinafter called the grantor, to

ROBERT WADE BULLOCK and SUSAN E. BULLOCK, his wife

whose post office address is 120 S.W. 7th Street Williston, FL. 32696

hereinafter called the grantee:

(Wherever 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.)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Levy County, Florida, viz:

Doc. Stamps Pd. \$ 220.00 Date: 3-2-89

\$ Intangible Tax Paid

By Douglas M. McKoy, Clerk, Levy County

SEE EXHIBIT "A",

ATTACHED HERETO AND MADE A PART HEREOF.

187857  
Filed

Date: 4-3-89 Time: 4:05 PM

Clerk of Court, Levy County, Florida

SUBJECT TO conditions, restrictions, limitations, and easements of record, if any, and zoning and other governmental regulations.

THIS DEED IS BEING RE-RECORDED TO CORRECT SCRIVENER ERRORS IN THE LEGAL DESCRIPTION.

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, 1987.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

James O. Dailey  
WITNESS  
Marguerite D. Dailey  
WITNESS

James O. Dailey [L.S.]  
Marguerite D. Dailey [L.S.]  
MARGUERITE D. DAILEY [L.S.]  
188478 [L.S.]  
Filed [L.S.]

State of FLORIDA  
County of LEVY

Date: 4-18-89 Time: 4:20 PM  
Clerk of Court, Levy County, Florida

Space Below For Recorder's Use

The foregoing instrument was acknowledged before me this 27th day of May, 19 88, by

JAMES O. DAILEY and MARGUERITE D. DAILEY  
his wife

(seal) Marie K. Hunter  
Notary Public  
My commission expires: My Commission Expires March 8, 1992

173803  
DOUGLAS M. MCKOY  
CLERK OF CIRCUIT COURT  
LEVY COUNTY, FLORIDA

'88 JUN 2 PM 4 13

353 PAGE 195 351 PAGE 679 326 PAGE 329

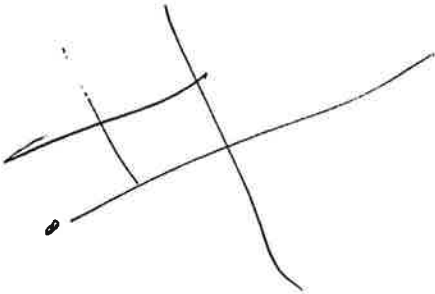
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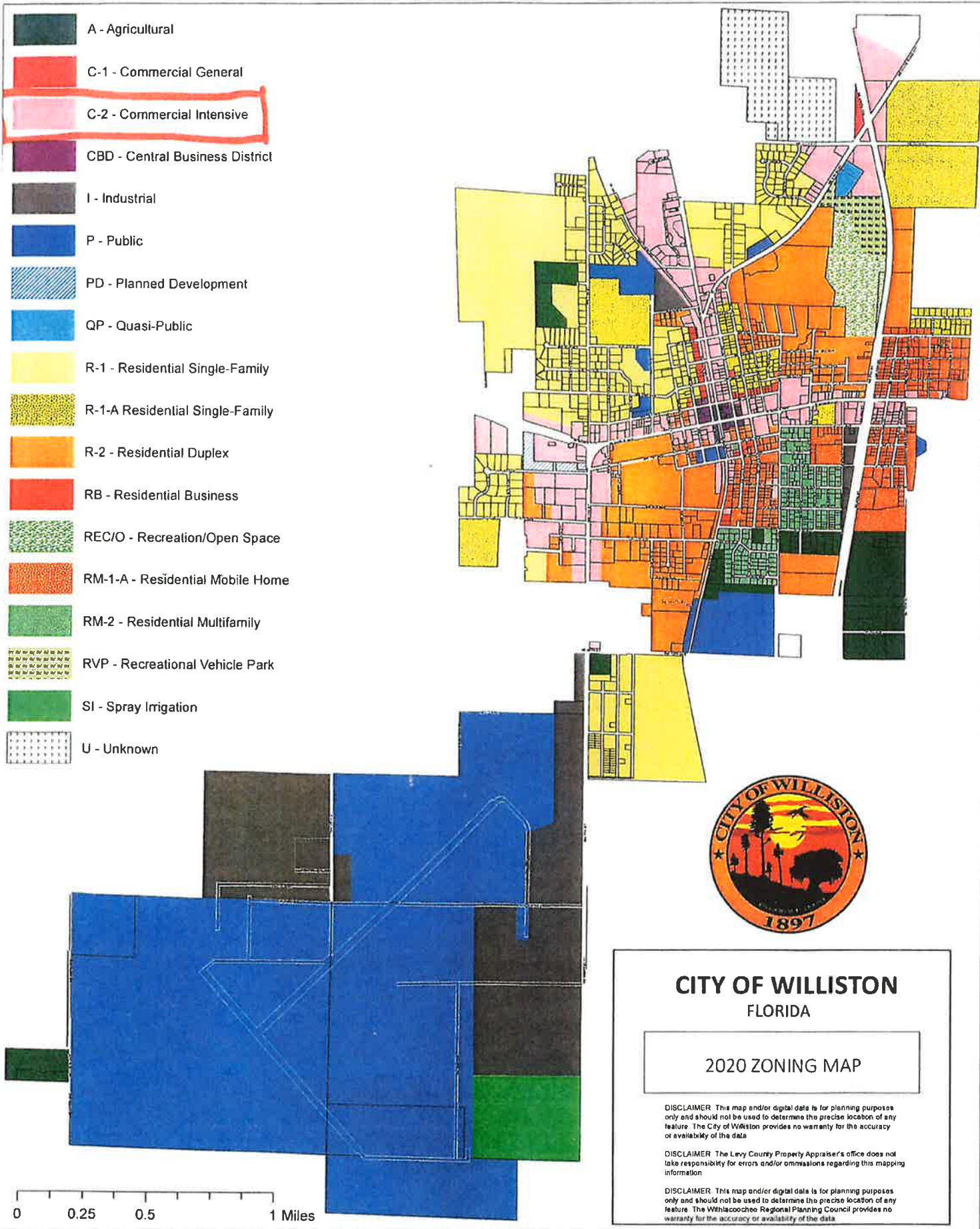


EXHIBIT 'A'

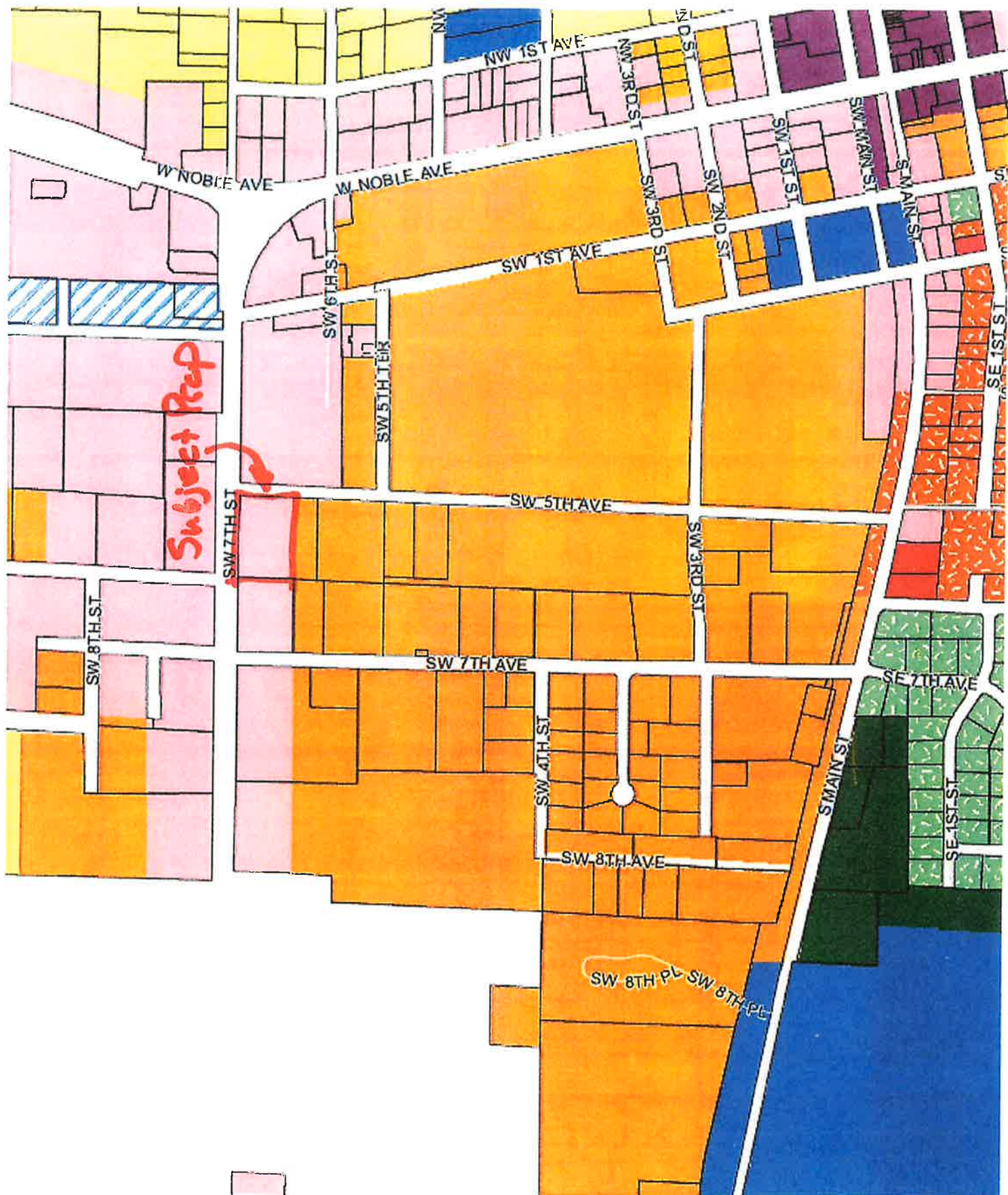
A parcel of land in the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 6, Township 13 South, Range 19 East, Levy County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southwest corner of the NW 1/4 of Section 6-13-19, Levy County, Florida; thence S 87 degrees 38 minutes 49 seconds E, along the South line of said NW 1/4 of Section 6, 59.14 feet to the East right of way line of U.S. Highway No. 41 and the POINT OF BEGINNING; thence continue S 87 degrees 38 minutes 49 seconds E, along said South line, 326.52 feet; thence N 00 degrees 24 minutes 28 seconds E, 333.81 feet to the South right of way line of S.W. 5th. Ave.; thence N 87 degrees 40 minutes 49 seconds W, along said right of way line, 326.51 feet to the East right of way line of U.S. Highway No. 41; thence S 00 degrees 24 minutes 28 seconds W, along said East right of way line, 333.62 feet to close on the POINT OF BEGINNING.









May 10, 2022

CERTIFIED PARTY: LEVY COUNTY, BOARD OF COUNTY COMMISSIONERS  
PO BOX 310  
BRONSON, FL 32621

RE: PROPERTY INFORMATION REPORT

PROPOSED SUBDIVISION NAME:  
"LEVY PET PROJECT"

LEGAL SHOWN ON PROPOSED PLAT:

**A parcel of land in the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 6, Township 13 South, Range 19 East, Levy County, Florida, being more particularly described as follows: .**

**For a Point of Reference commence at the Southwest corner of the NW 1/4 of Section 6-13-19, Levy County, Florida; thence S 87 degrees 38 minutes 49 seconds E, along the South line of said NW 1/4 of Section 6, 59.14 feet to the East right of way line of U.S. Highway No. 41 and the POINT OF BEGINNING; thence continue S 87 degrees 38 minutes 49 seconds E, along said South line, 326.52 feet; thence N 00 degrees 24 minutes 28 seconds E, 333.81 feet to the South right of way line of S.W. 5th. Ave.; thence N 87 degrees 40 minutes 49 seconds W, along said right of way line, 326.51 feet to the East right of way line of U.S. Highway No. 41; thence S 00 degrees 24 minutes 28 seconds W, along said East right of way line, 333.62 feet to close on the POINT OF BEGINNING.**

PERIOD OF SEARCH: June 2, 1988 – May 4, 2022  
(approved base title June 2, 1988)

Pursuant to F.S. 177.041(2) and F.S. 177.081(2), and Levy County Code of Ordinances Sec. 50 556(h), we have made a search of the Public Records of Levy County, Florida, in connection with the above, and certify as follows:

**RECORD FEE SIMPLE TITLE HOLDER**

**ROBERT WADE BULLOCK and SUSAN E. BULLOCK**, by virtue of the following document:

Warranty Deed from James O. Dailey and Marguerite D. Dailey to Robert Wade Bullock and Susan E. Bullock, recorded June 2, 1988 in O.R. Book 326, Page 329, and rerecorded in O.R. Book 351, Page 679 and O.R. Book 353, Page 195, Public Records of Levy County, Florida.

**MORTGAGES — (not satisfied or released of record)**

Mortgage to Perkins State Bank, mortgagee(s), recorded in O.R. Book 1231, Page 647, Public Records of Levy County, Florida.

**EASEMENTS OF RECORD**

NONE

**REAL ESTATE TAX INFORMATION:**

2021 Taxes

Assessed to: **ROBERT WADE BULLOCK and SUSAN E. BULLOCK**

Tax ID#: 0507600400

DELINQUENT TAXES YES \_\_ NO X

(If "Yes", state the year and tax certificate number(s))

**NOTE:** This report does not in any way purport to show ownership of any underlying oil, gas and/or mineral rights.

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

This report is being provided for the use and benefit of the Certified Party only, and it may not be used or relied upon by any other party. Its effective date shall be the date above specified through which the public records were searched.

Sincerely,

*Walker W. Bullock*

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Walker W. Bullock, Esq.  
Bullock Law Firm, PLLC  
FL Bar No. 1002694





Date: June 7, 2022

## COUNCIL AGENDA ITEM

---

### RESOLUTION 2022-31:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LAND LEASE AGREEMENT WITH EXISTING BUILDING BETWEEN MAYO FERTILIZER, INC. AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT WITH A LEGAL DESCRIPTION AS PROVIDED IN EXHIBIT "A"; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

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

**PREPARED BY:** KIERSTEN BALLOU, CITY ATTORNEY

**FISCAL IMPACTS:** Mayo Fertilizer sells Ag Related chemicals and fertilizers to not only the airport and city, but to surrounding area farms. Their value to the community cannot be overstated. This lease renewal will guarantee additional income to the Airport, all while servicing the community.

**RECOMMENDED ACTION:** Staff recommends approval.

### ATTACHMENTS:

\_\_\_\_ CONTRACT      XX RESOLUTION 2022-31      \_\_\_\_ MAP  
XX LEASE      \_\_\_\_ OTHER DOCUMENTS

### COUNCIL ACTION:

\_\_\_\_ APPROVED  
\_\_\_\_ DENIED

**RESOLUTION NUMBER 2022-31**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LAND LEASE AGREEMENT WITH EXISTING BUILDING BETWEEN MAYO FERTILIZER, INC. AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT WITH A LEGAL DESCRIPTION AS PROVIDED IN EXHIBIT "A"; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; REPEALING ALL RESOLUTIONS IN CONFLICT; 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 with Existing Building between Mayo Fertilizer, 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.** All other resolutions in conflict are hereby repealed;

**Section 3.** 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 7<sup>th</sup> day of June, 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**  
**EXISTING BUILDING**

**LESSOR:**

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

**LESSEE:**

Mayo Fertilizer Inc.  
P.O. Box 357  
Mayo, Florida 32066

**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**, Mayo Fertilizer Inc., ("the Lessee"), is desirous of leasing a certain parcel at the said airport as is hereinafter described for the purpose of storage and sale of agricultural chemicals and fertilizers;

**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:

For a point of reference, commence at the Northeast corner of Section 13, Township 13, South, Range 18 East, Levy County, Florida; thence S 00°15'34" W. along the East line of said Section 13 and the centerline of U.S. Highway 41 (State Road #45), 1359.93 feet; thence N 89° 44'19" W, 50 feet, to an intersection of the West right-of-way line of the U.S. Highway 41 and the North right of way line of a 50 foot street; thence continue N 89° 44'19" W, along said North right of way line 20 feet to the POINT OF BEGINNING; thence continue N 89°44'19" W, along said North right of way line 210 feet; thence N 00° 15'34' E, 311.14 feet; thence N 89° 44'19" W, 355.00 feet; thence N 00°15'34" E, 346.86 feet, thence S 89° 44'19" E, 565.00 feet to a point that is 20 feet West of the West right-of-way line of U.S. Highway 41; thence S 00° 15'34' W, along a line that is 20 feet West of said right-of-way line, 6583.00 feet, to close on the 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 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 FIVE years commencing on July 1, 2022, and ending at midnight, June 30, 2027. Should the Lessee hold over beyond the initial term or any renewal term without further extension of the term in accordance with the renewal terms of this lease, then the Lessee shall become a month to month tenant in accordance with law and upon the terms and conditions of this lease.
3. **RENT**: The rent for the first year of the initial term of this lease shall be \$10,436.98. The rent shall be paid monthly, in advance, in the amount of \$869.75 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, Williston Farm Supplies and Service, LLC. at P.O. Box 704, Williston, Florida 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: storage and sale of agricultural chemicals and fertilizers. The Lessee shall not use or permit the Premises or any part of the Premises to be used for any unauthorized or unlawful purpose, or for any purpose other than as set forth above.
7. **COMPLIANCE WITH LAWS**: During the term of this Lease, the Lessee shall comply with all ordinances, statutes, laws, rules and regulations of the City of Williston, State of Florida and the U.S. Government, breach of which shall be cause for cancellation of this Lease. The Lessee shall abide by all applicable regulations as set forth in Chapter 12 of the City Code of Ordinances, together with any future amendments to said ordinance. The Lessee shall at all times maintain all required licensing and permits. The violation of any provision of the said ordinance, as evidenced by a final determination by the City's code enforcement board or a court of law, shall be conclusively deemed a default under this lease and shall not be subject to the notice requirements or cure provisions set forth in the default section of this lease. The

Lessee further covenants that the said premises shall not be used for any purpose which might cause forfeiture of the Lessor's title to the said premises.

8. **SIGNS:** Except with the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior of the demised premises or within the demised premises that are visible from outside such premises.
9. **LESSORS RIGHT OF ENTRY:** The Lessee at all times shall permit Lessor or its agents to enter into and upon the premises and buildings for the purpose of inspecting the same.
10. **PREMISES IMPROVEMENTS UPON TERMINATION:** Lessee may, at its own expense and only upon written approval by Lessor, make alterations and improvements to the Premises as necessary for the conduct of its business. Lessee specifically agrees that any and all improvements, except signs, equipment and trade fixtures installed, located upon the said premises shall become the property of the Lessor upon termination of this lease.
11. **RIGHT OF WAY USE:** Subject to reasonable regulations imposed regarding airport access, Lessor grants to Lessee, its employees, agents, suppliers, customers and invitees, a non-exclusive right during the term of this Lease, the right of way for ingress and egress, over, across and upon the designated right of way to U.S. Highway 41 / State Road 121.
12. **OTHER RIGHTS RESERVED BY LESSOR:** In addition to all rights reserved by Lessor in and to the demised premises, Lessor expressly reserves the right to further develop or improve any area of the airport and its industrial parks, as the Lessor deems proper, regardless of the desires and views of the Lessee and without interference or hindrance; maintain and keep in repair, but without obligation to Lessee, the airport and industrial parks of the airport and all publicly owned facilities of the airport; and take any action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent the Lessee from conducting any practice that may be detrimental to the 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 be telephone, electricity, water, sewer, gas or the like. Lessee further agrees that if, at any time during the term of this lease agreement, the City commences providing City utility services to the airport property, the Lessee will purchase such utility services from the City. Lessee further agrees to take delivery of all City of Williston utilities when each utility service is made available. At the option of Lessee and upon Lessor's concurrence, Lessee may choose to have the Lessor provide all City utility services to the leased premises as a part of the rent payment pursuant to paragraph 3 hereof. If Lessee chooses this option, Lessor shall adjust each month's rent to Lessee so as to reimburse Lessor for its cost of providing such City utility services, said cost to be determined as established by the City's appropriate utility tariffs based on Lessee's monthly metered consumption.
14. **REPAIRS AND MAINTENANCE:** Lessee agrees to make, at its own cost and expense, any or all repairs or work necessary to maintain the Premises and Buildings located on the Premises.

15. **INSURANCE:**

- (a) Lessee agrees that any insurance coverage for property owned by Lessee is solely the responsibility of Lessee.
- (b) The Lessee shall carry Commercial General Liability insurance with a combined single limit in the minimum amount of \$1,000,000 in order to secure the obligations of Lessee under the following paragraph and cause the Lessor to be added as party insured under such policy, and to furnish the Lessor with a certificate of such insurance, together with a receipt showing the premium has been paid.
- (c) At any time after occupancy of the premises by the Lessee, the Lessee agrees to allow an inspection by the Landlord and/or the Florida Department of Environmental Protection, (the "DEP"), to determine the extent of storage or use of hazardous materials and to determine an appropriate amount of pollution insurance. The Lessee agrees to obtain pollution insurance, with the Lessor listed as an additional insured party, in an amount as reasonably required by the Lessor within 15 days of written notice.
- (d) All policies of insurance shall contain the clause that the same shall not be canceled except and until fifteen (15) days after written notice to the Lessor.

16. **INDEMNIFICATION OF LESSOR:** Lessee agrees to protect, defend, reimburse, indemnify and hold the Lessor, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the Lessor's gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the Lessee's performance under this Agreement, the Lessee's use or occupancy of the Premises, the Lessee's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Lessor in support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the Lessee of its liability or obligation to indemnify the Lessor as set forth in this Article. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the Lessor shall not relinquish or waive any of its rights as a sovereign local government and the Lessor reserves all rights and defenses under applicable sovereign immunity law.

17. **SUBORDINATION:** This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the leased premises or any other encumbrances Lessor desires to place on the property.

18. **TAXES:** All taxes, assessments and charges on lands or improvements and obligations upon the demised premises shall be promptly paid by the Lessee when due. The Lessee shall have the right from time to time to contest or protest or review by legal proceedings any such other manner as may be provided by law such

taxes or assessments imposed by governmental authorities and to institute such proceedings in the name of itself as well as the Lessor as it may deem necessary; provided, however, that any expense incurred by reasons thereof shall be borne by the Lessee and such proceedings shall be conducted free of any expense to the Lessor.

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.

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.
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 extend the lease term for THREE additional FIVE year terms, on like terms and conditions, with the rent adjusted according to paragraph 3, and provided that the Lessee, at the least 90 days prior to the end of the then current term, gives written notice of its intent to exercise its option. Lessee's right to renew shall be conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, and any non-compliance with any term or provision of this lease by Lessee, regardless of whether notice was given by Lessor or whether the non-compliance was cured, shall constitute sufficient cause by Lessor to choose to refuse renewal of this lease.]
26. **BANKRUPTCY**: The Lessee agrees that if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety days after such

appointment, then the Lessor may, at its option, declare the termination of this Lease agreement shall forthwith be entitled to immediate possession of the Premises.

27. **END OF TENANCY**: The Lessee will yield up the Premises and all additions thereto (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.
28. **PART OF MUNICIPAL AIRPORT**: It is understood and agreed by and between the parties hereto that the said property is a portion of the Williston Municipal Airport and, therefore, notwithstanding anything contained that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport. This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Lessor acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the deed of said lands to the Lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the United States of America, the State of Florida, or the Lessor pertaining to the Williston Airport. These terms and conditions include, but are not limited to, requirements that the Lessor obtain Fair market value rent for the leased premises for the duration of the lease term.
29. **NONDISCRIMINATION**: The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) and that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national 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.

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

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

As used in this section, the term "Hazardous Materials" shall mean and include any hazardous or toxic materials, substances or wastes including (A) any materials, substances or wastes which are toxic, ignitable, corrosive or reactive and which are regulated by any local governmental authority, any agency of the State of Florida or any agency of the United States Government, (B) asbestos, (C) petroleum and petroleum-

based products, (D) urea formaldehyde foam insulation, (E) polychlorinated byphenyls ("PCBs"), and (F) freon and other chlorofluorocarbons.

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

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

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

33. **BEST PRACTICES:** Lessee agrees to comply with all best practices associated with storage of fertilizer which are now or subsequently will be recommended by relevant authorities. Best practices include storing fertilizer away from fuel, solvents, and pesticides as well as, when at all possible, storing fertilizer inside a concrete building with a metal or flame-resistant roof.
34. **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.
35. **LITIGATION VENUE:** The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Levy County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Northern District of Florida.
36. **BENEFIT:** This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the legal representative successors and assigns of the parties hereto.
37. **ENTIRE AGREEMENT:** 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.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate this 7<sup>TH</sup> day of June, 2022.

LESSEE:

\_\_\_\_\_

BY:

\_\_\_\_\_

LESSEE:

BY:

\_\_\_\_\_

LESSOR:

CITY OF WILLISTON

BY:

\_\_\_\_\_  
PRESIDENT, CITY COUNCIL

ATTEST:

\_\_\_\_\_  
LATRICIA WRIGHT  
CITY CLERK

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 \_\_\_\_\_, 2022, by and between the City of Williston, Florida, (the "Lessor"), and Mayo Fertilizer Inc. (the "Lessee"),

### **W I T N E S S E T H:**

WHEREAS, the Lessor and the Lessee have entered into a Land Lease Agreement dated \_\_\_\_\_, 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:

For a point of reference, commence at the Northeast corner of Section 13, Township 13, South, Range 18 East, Levy County, Florida; thence S 00°15'34" W. along the East line of said Section 13 and the centerline of U.S. Highway 41 (State Road #45), 1359.93 feet; thence N 89° 44'19" W, 50 feet, to an intersection of the West right-of-way line of the U.S. Highway 41 and the North right of way line of a 50 foot street; thence continue N 89° 44'19" W, along said North right of way line 20 feet to the POINT OF BEGINNING; thence continue N 89°44'19" W, along said North right of way line 210 feet; thence N 00° 15'34' E, 311.14 feet; thence N 89° 44'19" W, 355.00 feet; thence N 00°15'34" E, 346.86 feet, thence S 89° 44'19' E, 565.00 feet to a point that is 20 feet West of the West right-of-way line of U.S. Highway 41; thence S 00° 15'34' W, along a line that is 20 feet West of said right-of-way line, 6583.00 feet, to close on the POINT OF BEGINNING.

2. Unless sooner terminated as provided in the Lease, the initial term of the Lease is for five years, beginning on July 1, 2022 and ending on June 30, 2027. The Lessee has an option pursuant to the Lease to renew the Lease for three additional five year terms.

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

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

LESSEE:

\_\_\_\_\_

BY:

\_\_\_\_\_

LESSEE:

BY:

\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, 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 \_\_\_\_\_, 2022, by \_\_\_\_\_, who is personally known to me and did not take an oath.

\_\_\_\_\_  
Notary Public