

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

DATE: TUESDAY, OCTOBER 4, 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:

Interim City Manager Terry Bovaird
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 – PROCLAMATION RECOGNIZING “DISABILITY EMPLOYMENT
AWARENESS MONTH”. MAYOR CHARLES GOODMAN.

ITEM – 3 – PUBLIC PARTICIPATION

ITEM – 4 – CONSENT AGENDA –

- Council minutes from September 20, 2022

ITEM – 5 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- INTERIM CITY MANAGER TERRY BOVAIRD
- STAFF
- COUNCIL

ITEM – 6 – NEW BUSINESS –

A. DISCUSSION WITH POSSIBLE ACTION: RON BEASLEY STADIUM PARK
PROPERTY.

OPEN 1ST PUBLIC HEARING

CITY OF WILLISTON, FLORIDA
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- B. 1ST READING ;ORDINANCE 2022-702: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF WILLISTON, FLORIDA; PURSUANT TO APPLICATION RZ-2022-04, ACE HARDWARE (PARCEL #0553300000) SUBMITTED BY THE PROPERTY OWNER AND UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN CHAPTER 166, FLORIDA STATUTES; CHANGING THE ZONING CLASSIFICATION ON THE FOLLOWING DESCRIBED PROPERTY FROM RESIDENTIAL DUPLEX TO COMMERCIAL INTENSIVE ON CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF WILLISTON, FLORIDA; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES.

OPEN 2ND PUBLIC HEARING

- C. 1ST READING; ORDINANCE 2022-703. AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY OF WILLISTON COMPREHENSIVE PLAN PURSUANT TO AN APPLICATION BY COVINGTON FPC, LLC., FOR 47.9 +/- ACRES IDENTIFIED AS NUMEROUS PARCELS (ATTACHED AS EXHIBIT A) ON THE OFFICIAL RECORDS OF THE LEVY COUNTY PROPERTY APPRAISER, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN CHAPTER 1.63 FLORIDA STATUES; CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COMMERCIAL TO MIXED USE ON CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF WILLISTON, FLORIDA, DESCRIBED HEREIN; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS, AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES.

CLOSE PUBLIC HEARING

- D. RESOLUTION 2022-78: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF WILLISTON AND SAFEUILT, LLC., FOR BUILDING INSPECTION SERVICES; AUTHORIZING THE APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES.
- E. RESOLUTION 2022-79: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WILLISTON AND 1220G DEVELOPMENT, LLC., REGARDING UTILITY SERVICES TO MORALES/GODDARD RV PARK; AUTHORIZING THE APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY OF

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

- WILLISTON; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES AND PUBLIC WORKS SUPERVISOR DONALD BARBER.
- F. RESOLUTION 2022-81: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE WILLISTON CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT FOR PROJECT-SPECIFIC PROFESSIONAL CONSULTING SERVICES FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR THE PLANNING DEPARTMENT WITH WRIGHT-PIERCE, INC.; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES.
- G. DISCUSSION WITH POSSIBLE ACTION: MUTUAL AID AGREEMENT. INTERIM CITY MANAGER TERRY BOVAIRD/PUBLIC WORKS SUPERVISOR DONALD BARBER.
- H. DISCUSSION WITH POSSIBLE ACTION: CREDIT CARDS AND LIMIT FOR COUNCIL PRESIDENT JONES AND INTERIM CITY MANAGER. COUNCIL PRESIDENT DEBRA JONES.

ITEM – 7 – PUBLIC PARTICIPATION

ITEM - 8 - ANNOUNCEMENTS

ITEM – 9 – ADJOURNMENT

NEXT SCHEDULED COUNCIL MEETING OCTOBER 18, 2022, AT 6:00 P.M.

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

<https://v.ringcentral.com/join/069017976>

Meeting ID: 069017976

One tap to join audio only from a smartphone:
+16504191505,, 069017976/# United States (San Mateo, CA)

Or dial:

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

Access Code / Meeting ID: 069017976

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

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

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

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

Council Meeting Procedures for members of the Public

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

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

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

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

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

DATE: TUESDAY, SEPTEMBER 20, 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 - absent
Councilmember Zach Bullock
Councilmember Elihu Ross

OTHERS:

Interim City Manager Terry Bovaird
City Attorney Scott Walker - absent
City Clerk Latricia Wright
Attorney Kiersten Ballou
Finance Director Stephen Bloom

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Opening prayer and Pledge of Allegiance led by Mayor Goodman.

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

Correction to Item #5(E) should be “Golf” not “Gold”. Remove Item #5 (A). Motion to approve agenda with corrections by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 4-0.

ITEM – 2 – PUBLIC PARTICIPATION – Mr. Vernon Bernard with the Williston Community Garden thanked everyone that participated in the community garden.

ITEM – 3 – CONSENT AGENDA – Motion to approve Consent Agenda by Councilmember Bullock. Seconded by Vice-President Robinson. Motion carried 4-0.

- Council minutes from September 6, 2022

ITEM – 4 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- INTERIM CITY MANAGER TERRY BOVAIRD – updated on the HR position and the timber at the airport, along with replacing power poles along NW 7th street.
- STAFF – Chief Stegall announced the Fire Department did not receive the Community Funding Project Grant.
- Chief Rolls announced some of the police officers have started training with their new shields.
- Code Enforcement Officer Wayne Carson gave an updated on the old boat located on a property the city has fines on.
- COUNCIL- Attorney Ballou announced Ethic Training on December 14th at Folds & Walker office.

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ITEM – 5 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: WILLISTON RESIDENT GLINDA ROTHSCINK. REGARDING SEWER SERVICES. Cancelled.
- B. JULY 2022 FINANCIAL REPORT. FINANCE DIRECTOR STEPHEN BLOOM. – Finance Director reviewed July Financial report with Council.
- C. PURVIS, GRAY & COMPANY, LLP-SERVICES AGREEMENT. FINANCE DIRECTOR STEPHEN BLOOM. – Motion to approve Purvis, Gray & Company agreement, and bring back Resolution to next meeting by Vice-President Robinson. Seconded by Councilmember Ross.

OPENING PUBLIC HEARING

- D. 2nd READING ORDINANCE 2022- 698. AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, MAKING CERTAIN FINDINGS AND DETERMINATIONS; AMENDING SECTIONS 40-141 THROUGH 40-145 OF THE CODE OF ORDINANCES, CITY OF WILLISTON, FLORIDA; ADOPTING ENACTING, AND PROVIDING FOR ELECTRIC UTILITY RATEMAKING BY RESOLUTION; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER. – Motion to approve Ordinance 2022-698 by Councilmember Ross. Seconded by Councilmember Bullock. Motion carried 3-1. President Jones, Councilmember Ross and Councilmember Bullock voted “Aye”. Vice-President Robinson voted “Nay”.

CLOSE PUBLIC HEARING

- E. RESOLUTION 2022-66: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE WILLISTON CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR DEVELOPMENT OF AN ORDINANCE FOR GOLD CART AND RELIGIOUS TRANSPORTATION ON CITY STREETS WITH WRIGHT-PIERCE, INC.; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER. – Motion to approve Resolution 2022-66 by Councilmember Bullock. Seconded by Vice-President Robinson. Motion carried 4-0.
- F. RESOLUTION 2022-67: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA., ESTABLISHING AUTHORIZATION FOR THE CITY OF

CITY OF WILLISTON, FLORIDA
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WILLISTON COUNCIL PRESIDENT TO SIGN AN AGREEMENT WITH AFSCME ON BEHALF OF THE GENERAL EMPLOYEES; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER. – Motion to approve Resolution 2022-67 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 4-0.

- G. RESOLUTION 2022-68: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON COUNCIL PRESIDENT TO AUTHORIZE THE PURCHASE OF TWO RECLOSER REPLACEMENT PARTS; AND PROVIDING AN EFFECTIVE DATE. INTERIM CITY MANAGER TERRY BOVAIRD/PUBLIC WORKS SUPERVISOR DONALD BARBER. – Motion to approve Resolution 2022-68 by Councilmember Ross. Seconded by Vice-President Robinson. Motion carried 4-0.
- H. RESOLUTION 2022-69: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, AMENDING THE INFRAMARK, LLC CONTRACT TO PROVIDE FOR AN EXTENSION OF THE TERM OF THE EXISTING CONTRACT; PROVIDING AN EFFECTIVE DATE. FINANCE DIRECTOR STEPHEN BLOOM. – Motion to approve Resolution 2022-69 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 4-0.
- I. RESOLUTION 2022-70: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE THE TERMINATION AGREEMENT REGARDING THE PUBLIC TRANSPORTATION GRANT AGREEMENT EXECUTED ON MAY 12, 2022, FDOT PROJECT NUMBER 425471-2 WILLISTON MUNICIPAL AIRPORT – TRANSIENT TURF APRON PROJECT. AIRPORT MANAGER BENTON STEGALL. Motion to approve Resolution 2022-70 by Councilmember Bullock. Seconded by Vice-President Robinson. Motion carried 4-0.
- J. RESOLUTION 2022-71: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT FOR FINANCIAL PROJECT NUMBER 4444473-1-94-23 REGARDING THE WILLISTON MUNICIPAL AIRPORT – NEW HANGAR BUILDINGS; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. – Motion to approve Resolution 2022-71 by Councilmember Bullock. Seconded by Vice-President Robinson. Motion carried 4-0.

CITY OF WILLISTON, FLORIDA
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- K. RESOLUTION 2022-72: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, TO BE KNOWN AS THE NORTHERN TURNPIKE EXTENSION “NO BUILD RESOLUTION” REQUESTING THE HONORABLE GOVERNOR RON DESANTIS AND THE SECRETARY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION TO DIRECT THE DEPARTMENT TO ADOPT A “NO BUILD” OPTION FOR THE NORTHERN TURNPIKE EXTENSION THAT MAY BE PROPOSED T RUN THROUGH OR NEAR THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA AMONG OTHER COMMUNITIES THAT WOULD ALSO BE NEGATIVELY IMPACTED BY THE PROPOSED ROUTE; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. – Motion to approve Resolution 2022-72 by Councilmember Ross. Seconded by Vice-President Robinson. Motion carried 4-0.
- L. RESOLUTION 2022-73: A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA, APPOINTING TERRY BOVAIRD AS THE INTERIM CITY MANAGER, REPEALING ALL RESOLUTIONS IN CONFLICT, AND ESTABLISHING AN EFFECTIVE DATE. COUNCIL PRESIDENT DEBRA JONES. – Motion to approve Resolution 2022-73 by Councilmember Bullock. Seconded by Vice-President Robinson. Motion carried 4-0.

ITEM – 6 – PUBLIC PARTICIPATION – Jazmon Lovenguth, Barbie Ocasio thanked the Council for considering the “No Toll Resolution”.

ITEM - 7 – ANNOUNCEMENTS – Veterans Parade November 11th in Williston. Hispanic Festival September 24th. Second Budget Hearing September 29th at 5:30. Councilmember Bullock asked if we could send out notices to people that have not paid their bill by the cutoff date. Interim City Manager said a city employee will be calling the ones that have not paid by the cutoff date.

ITEM – 8 – ADJOURNMENT – Motion to adjourn at 8:02 by Councilmember Bullock. Seconded by Councilmember Ross. Motion carried 4-0.

NEXT SCHEDULED COUNCIL MEETING OCTOBER 4, 2022, AT 6:00 P.M.

Date: October 4, 2022

COUNCIL AGENDA ITEM

TOPIC: Stadium View Acres

REQUESTED BY: RON BEASLEY

PREPARED BY: RON BEASLEY

BACKGROUND / DESCRIPTION: Stadium View Acres

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION:

ATTACHMENTS:

COMMISSION ACTION:

 APPROVED

 DISAPPROVED

**Petition presented to the City of Williston City Council, Williston, Florida
for and by the property owners of lots 1-4 known as Stadium View Acres**

- 1. Reference**
- 2. Legal description**
- 3. Purpose of discussion**
- 4. Opening Statement**
- 5. Basis for petition**
- 6. Exhibits**

1. Reference:

Stadium View Acres, four lots located on south side of SW 5th Avenue and SW 3rd Street in the city of Williston, Florida, plat book 11, page 42.

Owners: Jay Ronald and Jane Beasley, lots 1 and 2.
David and Miheala Butts, lot 3.
Craig and Heather Troup, lot 4.

2. Legal description:

Lots 1, 2, 3 and 4 known as Stadium View Acres, a Subdivision according to the plat as recorded in Plat Book 11, Page 42, in the Public Records of Levy County, Florida. Parcel ID number 22226-002-00.

3. Purpose of discussion:

The purpose of this discussion is to request the City Council approve a replat of Stadium View Acres removing the requirement of a sidewalk from the plat for Stadium View Acres that currently states that the owners of the properties that constitute Stadium View Acres will be responsible for the construction and bear the cost of a 5 foot wide sidewalk on the south side of SW 5th Avenue on the city's side of the easement abutting SW 5th Avenue.

* Refer to the plat section attached for reference to the notation regarding the construction of a 5 foot sidewalk along the south side of SW 5th Avenue on the city easement side of the street.

4. Opening statement:

As new citizens of Williston we hope to enjoy the community that we chose to build our new homes and future in. We hope to explore our neighborhood, make new friends and enjoy the sites and sounds with our newly chosen community. Sidewalks will be an important part of this process.

These sidewalks offer a means to walk to a neighbors home, check out the sights and sounds along the routes to nearby neighborhoods or stroll downtown to visit a restaurant or shop at one of the the many stores in Williston.

Sidewalks serve a very important purpose. A means to protect pedestrians, bicyclists, wheelchair and handicapped individuals by safely separating them from vehicles that travel the avenues and streets within Williston.

It's easy to see that safety for sidewalk users has been priority in Williston. Proper crossing markers and traffic signals allow citizens to pass through intersections safely throughout the city.

In the case of the sidewalk noted on the Stadium View Acres plat just the opposite is in the making.

We would like to present our case against the sidewalk proposed in the Stadium View Acres plat as adopted approximately 4 years ago.

5. Basis for this petition:

1. Cost - The cost of the sidewalk as required by the City of Williston has to be factored into the construction cost of each home to be built on the 4 lots. Since Stadium View Acres was "Platted" approximately 4 years ago and the sidewalk requirement added to the new plat the cost of construction, labor and materials has risen exponentially. Adding the cost of the sidewalk to the cost of home construction will effectively force us, the property owners, into unnecessary increased mortgage costs, increase our financial burden or require the choice of homes to be less than desired.
2. Functionality and Safety Concerns - The plat notes that the sidewalk will begin at the intersection of SW 5th Avenue and SW 3rd Street and will run along the south side of SW 5th Avenue on the city's side of the easement then abruptly end at the western property line of Lot 4.

Discussions with McMillen Surveying as well as local residents raise serious safety and functionality concerns that the proposed sidewalk will impose.

1. Crosswalk markings and lighting do not exist at the SW 5th Avenue and SW 3rd Street intersection.
2. The sidewalk would abruptly end at the south western property line of Lot 4. A crossing to the northern side of SW 5th Avenue does not serve pedestrians, bicycle riders or wheelchair users due to the lack of a continuing sidewalk on the north side of SW 5th Avenue. Also, the absence of crosswalk markings and traffic lighting would potentially create serious safety concerns.
3. Vehicle traffic - SW 5th Avenue and SW 3rd Street are used heavily for the after school pickup of children attending Joyce Bullock Elementary School. This traffic utilizes not only the roadway so that other traffic can navigate through the SW 5th Avenue and SW 3rd Street intersection, the property easements and sidewalks are used for parking as parents make their way toward the schools pickup area.

Adding the proposed sidewalk would provide even more unwanted easement parking space for student pickup traffic. In addition, due the decreased amount of parking space for stadium events the proposed sidewalk opens up the possibility of street side parking in front of Stadium View Acres property owners homes.

4. Furthermore, it has come to the our attention that a precedent has been set by the City of Williston for the exclusion of sidewalk requirements from plats as can be seen in the supplied plats for the following properties;

Property 1: Oak Villa, replat of lots 5, 6, 7, and 8, Block 10 (Plat book 12, page 4).

Property 2 :East Williston, replat of lots 15 & 22, Block 5 (Plat book 11, page 54).

Property 3: Pinky, Plat book 11, page 56.

Property 4: Cottage Cove North Phase 3, Including a portion of Kavanaugh Acres Minor Subdivision (Plat book 11, Page 48).

Property 5: Levy Pet Project, (Plat book 12, Page 5).

(See the attached copies of plats listed above that were created since Stadium View Acres was "Replatted")

6. Exhibits:

1. Sectional copy of the Stadium View Acres plat.
2. Listing of applicable State of Florida Statues.
3. Digital Google Earth markups of Stadium View Acres with notes (on supplied thumb drive).
4. Copies of the plats as noted above.

We, the undersigned have reviewed this petition/letter and are in agreement with the intent and content herein:

Jay Ronald Beasley and Jane Beasley, Lots 1 & 2:

Jay Ronald Beasley
Print name

Jay Ronald Beasley
Signature

8/9/2022
Date signed

Jane Beasley
Print name

Jane Beasley
Signature

8/9/2022
Date signed

David and Mihaela Butts, Lot 3:

David Butts

David Butts

Aug 09 2022 11:50 PDT

Print name

Signature

Date signed

Mihaela Butts

Mihaela Butts

Aug 09 2022 19:55 EDT

Print name

Signature

Date signed

Craig and Heather Troup, Lot 4:

Heather Troup

Print name

Heather Troup

Signature

8/16/2022

Date signed

Terry Troup

Print name

Terry Troup

Signature

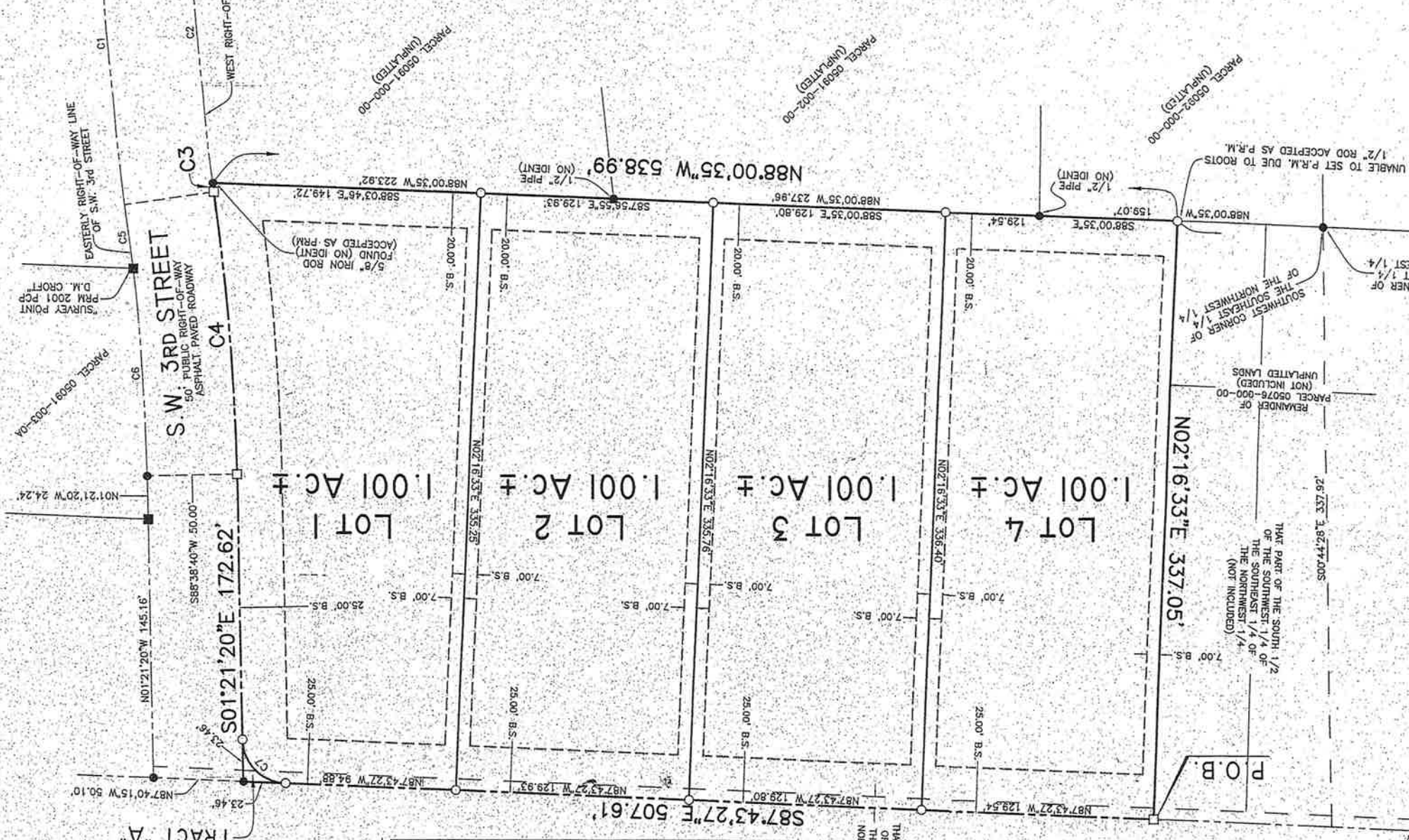
8/16/2022

Date signed

Plat Book 11, Page 42 *Acres* *Township 13 South* *County, Florida*

Notes:

1. Bearings hereon are based on an assumed value of South bearing is identical with the Deed recorded in O.R.B. 208, page 534.
2. The Maximum Error of closure does not exceed 1:10,000.
3. Subject Property is Zoned "R2".
4. Building Setbacks are as follows, unless otherwise noted: Front - 25 feet. Side - 7 feet. Rear - 20 feet.
5. Approval and tree survey is required prior to any activity and/or construction in the tree and vegetation protection zone.
6. A concrete sidewalk is required to be constructed to the City of Williston standards, abutting the South right-of-way line of S.W. 5th Avenue (on the City side) being a minimum of 5' wide prior to the issuance of a certificate of occupancy of each lot.



The 2022 Florida Statutes

Title XII

MUNICIPALITIES

2022 Go

Chapter 177

LAND BOUNDARIES

CHAPTER 177 LAND BOUNDARIES

PART I PLATTING

(ss. 177.011-177.151)

PART II COASTAL MAPPING (ss. 177.25-177.40)

PART III RESTORATION OF CORNERS (ss. 177.501-177.510)

PART I PLATTING

[View Entire Chapter](#)

177.011 Purpose and scope of part I.

177.021 Legal status of recorded plats.

177.031 Definitions.

177.041 Boundary survey and title opinion or property information report required. 177.051 Name and replat of subdivision.

177.061 Qualification and statement required.

177.071 Approval of plat by governing bodies.

177.081 Dedication and approval.

177.085 Platted streets; reversionary clauses.

177.086 Installation of cul-de-sacs.

177.091 Plats made for recording.

177.101 Vacation and annulment of plats subdividing land.

177.107 Closing and abandonment of roads; optional conveyance to a community development district; traffic control jurisdiction.

177.111 Instructions for filing plat.

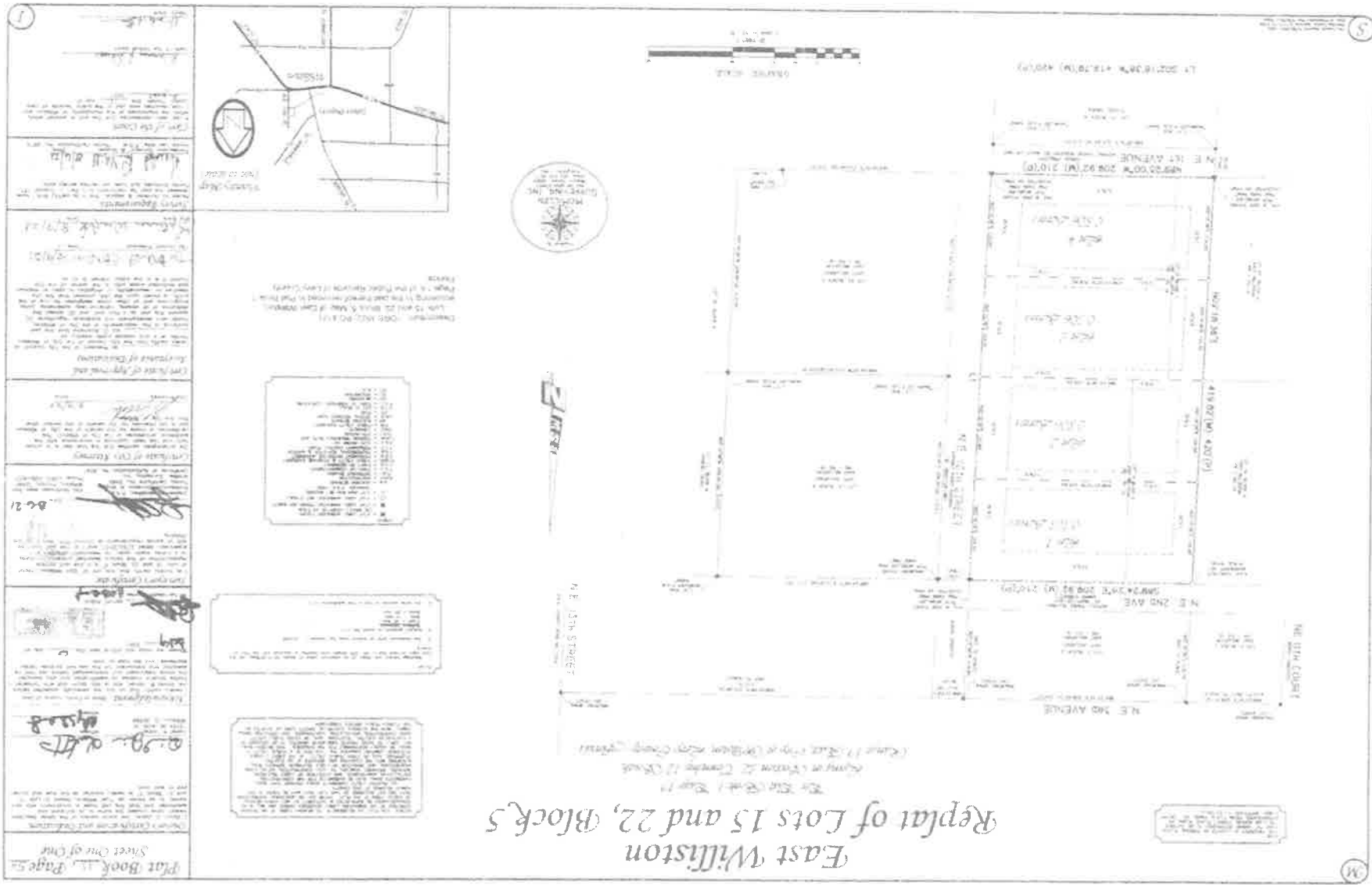
177.121 Misdemeanor to molest monument or deface or destroy map or plat. 177.131 Recordation of the Department of Transportation official right-of-way maps and other governmental right-of-way maps.

177.132 Preservation of unrecorded maps.

177.141 Affidavit confirming error on a recorded plat.

177.142 Renaming of subdivisions and streets on plats and maps.





[illegible]

[illegible]

*Oak Villa Replat
of Lots 5, 6, 7, and 8, Block 10*

Plat Book 12, Page 4
Sheet One of One

6. Since 1977, a heavily adopted goal has been "not to be a victim."

Kenneth Williams

Craig with α & β

A. K. Srinivasan

[illegible]

Please fill in your name and address and return this card to:
Wiley
 605 Third Avenue
 New York, N.Y. 10158

11-8-24

Surgeon's Certificate:



National Health & Medical Research Council
 11 Macquarie Street, Sydney, NSW 2000
 Australia
 Tel: 02 955 9555
 Fax: 02 955 9556
 Email: nhmrc@nhmrc.gov.au

Certificate of City Attorney
The undersigned certifies that the last part is a correct
copy and that same conforms to the records with the
undersigned provisions of the City of Milwaukee. The
certification is made for the length of the City of Milwaukee.

John A. Baker 2-22-22

Certificate of Approval and
Acceptance of Evaluation

1. The first of these is the fact that the Commission has not yet received any information from the Government of the Republic of China (Taiwan) regarding the situation in the region.

contribute to the development of the City of Winnipeg. The first development and subsequent expansion, the Avenue Park project in 1964, was the first of many developments of all kinds, styles and sizes, which have been developed and all other areas designated for use of the land. In 1964, the first development, the first of many.

Detmold Jov 3/14/73

3-22-41

Survey Requirements:
 Survey is required to degree. This is an online class. You will
 complete the test for completion on a Pass / Fail basis (2).
 Please contact your advisor for more information.

[Signature]

Chief of the Court:

[illegible]

 [Signature]

W. A. R. 100

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21

Levy Pet Project

Lying in the Northwest 1/4 of Section 6,
Township 13 South, Range 19 East,
City of Williston, Levy County, Florida

(1) 500°24'28"W 333.62'(0)
SOUTH 7TH AVENUE

SW 5TH AVENUE
N87°40'49"W 328.51'(0)
NORTH 7TH AVENUE

Lot 1
1.356 Acres

Lot 2
1.144 Acres

Description: (ORR 383 PG 186)

A range 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 36 minutes 40 seconds E, along the South line of said NW 1/4 of Section 6, 59.50 feet to the East right of way line of U.S. Highway No. 41 and the POINT OF THE BEGINNING, thence continue S 87 degrees 36 minutes 49 seconds E, along said South line, 320.52 feet, thence N 00 degrees 24 minutes 28 seconds E, 333.81 feet to the South right of way line of the S.W. 5th Ave., thence N 87 degrees 40 minutes 49 seconds W, along said right of way line, 328.51 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, 333.42 feet to the line on the POINT OF BEGINNING.

Graphic Scale
1 inch = 30 ft



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NOTES:
1. The survey was made on the 10th day of May, 2011, at the City of Williston, Levy County, Florida.
2. The survey was made on the 10th day of May, 2011, at the City of Williston, Levy County, Florida.
3. The survey was made on the 10th day of May, 2011, at the City of Williston, Levy County, Florida.



Owner: City of Williston, Levy County, Florida

Surveyor: McMillen Surveying, Inc.
Surveyor's License No. 12345
Date of Survey: 10/10/2011

Witness: [Signatures]

Consent of Mortgage

Deed of Conveyance

Acknowledgment

City of Williston, Levy County, Florida

City of Williston, Levy County, Florida

Certificate of City Attorney

Certificate of Approval and Acceptance of Dedication

City of Williston, Levy County, Florida

City of Williston, Levy County, Florida

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City of Williston, Levy County, Florida

October 4, 2022

CITY COUNCIL AGENDA ITEM

TOPIC: RZ-2022-04 Ace Hardware (Parcel # 05533-000-00)

PREPARED BY: Laura Jones, City Planner

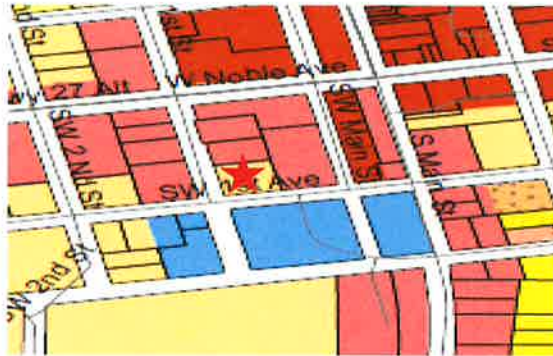
BACKGROUND / DESCRIPTION:

First Public Hearing

Rezone (Parcel # 05533-000-00). This property is located at 33 SW 1st Ave. Kennard Ace Hardware is the property owner and this re-zone has been initiated by the property owner to change the zoning.

Currently this parcel consists of one lot on .40 acres and the zoning is Residential Duplex. This rezoning plat proposes concurrency for this parcel and making it Commercial Intensive.

Approval of this rezoning complies with the Land Development Code; therefore, staff recommends approval.



LEGAL REVIEW: NA

FISCAL IMPACTS: None

RECOMMENDED ACTION: Planning and Zoning Commission reviewed on 9/27/22 recommend approval to City Council.

ATTACHMENTS: Application
Ordinance 702

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

ORDINANCE NO. 702

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF WILLISTON, FLORIDA; PURSUANT TO APPLICATION RZ-2022-04, ACE HARDWARE (PARCEL #0553300000) SUBMITTED BY THE PROPERTY OWNER AND UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN CHAPTER 166, FLORIDA STATUTES; CHANGING THE ZONING CLASSIFICATION ON THE FOLLOWING DESCRIBED PROPERTY FROM RESIDENTIAL DUPLEX TO COMMERCIAL INTENSIVE ON CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF WILLISTON, FLORIDA; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Chapter 166, Florida Statutes, empowers the City Council of the City of Williston, Florida, hereinafter referred to as the City Council, to prepare, adopt, implement and amend A Comprehensive Plan;

WHEREAS, the City Council of the City of Williston, Florida, did on May 7, 2002, validly approve and adopt the City of Williston Land Development Regulations; and

WHEREAS, an application, RZ-2022-04, for an amendment, as described below, to the Current Zoning Map of the City of Williston Comprehensive Plan has been filed with the City;

WHEREAS, the Planning and Zoning Commission of the City of Williston, designated as the Local Planning Agency, did hold the required public hearing, with public notice having been provided, on said applications for amendments, as described below;

WHEREAS, the Planning and Zoning Commission of the City of Williston reviewed and considered all comments received during said public hearings and the Rezoning Report concerning said applications for amendments, as described below and recommended approval of the above reference applications to the City Council;

WHEREAS, the City Council did hold the required public hearings, under the provisions of the amendment procedures established in Chapters 163 and 166, Florida Statutes, on said applications for amendments, as described below, and at said public hearing, the City Council reviewed and considered all comments received during the public hearing, including the recommendation of the Planning and Zoning Commission, serving also as the Local Planning Agency.

WHEREAS, the City Council has determined and found said applications for amendments, as described below, to be consistent with the Future Land Use Element objectives and policies, and those of other affected elements of the City's Comprehensive Plan.

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

Section 1. Application RZ-2022-04 by property owner to amend the City's Zoning Map by changing the zoning classification on the following described property from Residential Duplex to Commercial Intensive is hereby approved.

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. Future Land Use. The Comprehensive Plan Future Land Use Map designation changes enacted herein shall be incorporated into the Comprehensive Plan Future Land Use Map within 48 hours of this ordinance becoming effective.

Section 4. Effective Date. This Ordinance shall become effective immediately
Passed on first reading, this 4th day of October, 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 16th day October, 2022.

ATTEST:

CITY OF WILLISTON

LATRICA WRIGHT
CITY CLERK

DEBRA JONES
PRESIDENT, CITY COUNCIL

KIERSTEN BALLOU
CITY ATTORNEY

CITY PLANNER OF WILLISTON

KENNARD ACZ HARDWARE INC IS REQUESTING A
ZONING CHANGE ON OFF 3300000 38 SW 1ST AVE
FROM RESIDENTIAL TO COMMERCIAL

RECEIVED
9/1/22

Shaded Area for Official Use Only	
Application Received Date:	
Application Number:	
Hearing Date:	
Hearing Type:	
Notes:	

Applicant's Information	
Name:	WILLIAM BERGdoll
Mailing Address:	6140 SW 194th Ave Apt 142 32618
Telephone Number:	352-1660-9067
Email Address:	
Property Information	
Address:	33 SW 1st WILLISTON
Legal Owner:	LEONARD ALHARDER
Tax Parcel ID#:	05535-000-00
Legal Description of parcel: (attach exhibit if necessary)	
ATTACHED	
Current Land Use/Zoning Map designation: R(0166)	
Requested Land Use/Zoning Map Designation: 1100	


8-9-2022
 Signature Date

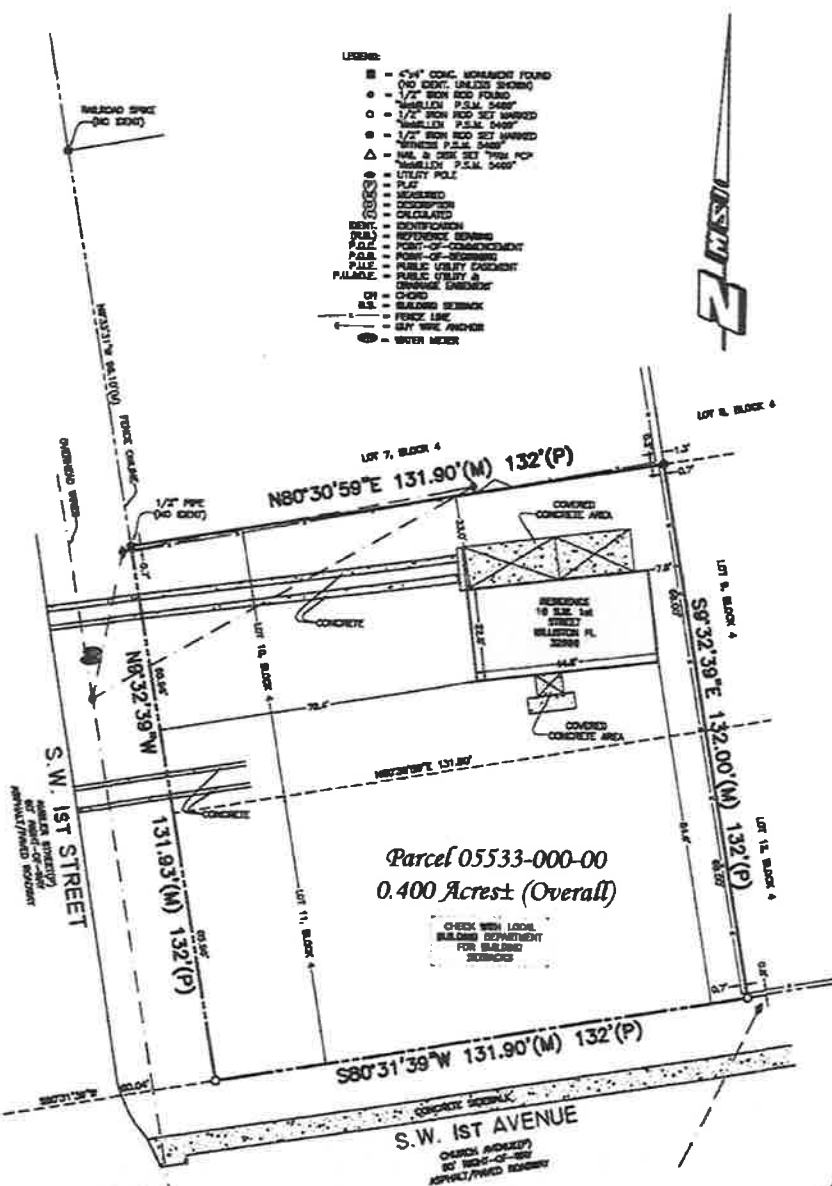
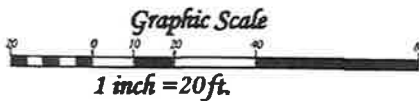
South, Range 19 East, Levy County, Florida.

NOTE:
THIS PROPERTY IS LOCATED IN FEDERAL FLOOD
ZONE "X", AREAS DETERMINED TO BE OUTSIDE
THE 0.2% ANNUAL CHANCE FLOOD PLAIN, AS
INTERPOLATED FROM F.I.R.M. PANEL NO. 12079C
CO-OF, EFFECTIVE 11/02/2012.

Lots 10 and 11, Block 4, C.S. Noble Map of
Williston, according to the Plat thereof, as recorded in
Plat Book 1, page 1, of the Public Records of Levy
County, Florida.

Marketing

1. Descriptions herein are based on an assumed value of North 070°25'30" East, for North the of subject property, said bearing is identical with previous survey data by this firm.
- 2a. Features and improvements, (i.e. foundations, utilities, walls, levees, etc.) not shown herein are assumed to be in place and are not shown unless shown specifically depicted or noted herein. If a single line is shown on the map, it is assumed to be located by probing the ground only and not by excavation. Additional walls and foundations are shown as dashed lines.
- 2b. Fences, marked streets, and symbols shown herein may be exaggerated for purposes only and are not to scale.
3. Property lines shown herein are based on distances to improvements.
4. Addition or deletion to Survey Maps by other than the signing surveyor is prohibited without written consent of the signing surveyor.
5. This survey does not reflect or determine ownership.
6. The surveyor is not responsible for the date of the data compilation in the field (shown herein as survey date), ONLY.
7. Instruments of record reflecting easements, rights-of-way, and/or easements are furnished to the surveyor as a Title Commitment. No warranty is made that the records have been done by the surveyor for any encumbrances for subject property.
8. The building setbacks shown herein were taken from the record plat or information furnished to the surveyor and/or the owner. If no building setbacks are shown herein, this does not imply that there are none on subject property. It is the responsibility of the surveyor, that all building setbacks (whether shown or not) are verified at the proper building department with the current zoning of the subject property.
9. Subject Property shown herein may be a subdivision of a parcel tract based on information provided by the client. If so, this survey does not guarantee a subdivision of the property. It is suggested that all divisions be verified at the proper building department with the current zoning of the subject property.
10. Information from the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) shown herein was current as of the effective or related date of the FIRM. Flood insurance rate maps are periodically made by letter and may not be reflected on said map.




McMILLEN SURVEYING, INC.
444 N.E. Main Street
Gulfstream, Florida, 32060
Office 352 535-6277

For more information please
call or visit
www.mccormick.com
or email us at
info@mccormick.com

This survey meets the Standards of Practice set forth by the Florida Board of Surveyors & Mappers, pursuant to Chapter 34-17, Florida Administrative Code.

Florida Professional Surveys and
Mapper License No. LS 3469
Florida Professional Surveys and
Mapper License No. LS 604
NOT VALID WITHOUT THE SIGNATURE &
OFFICIAL SEAL OF A FLORIDA

STEPHEN W. MOULLEN, P.S.M.

Professional Surveyor & Mapper

PREPARED FOR:
 ROBERT JAC. MATHIAS CORP.

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stove@encouraging.co

RECEIVED BY AND RETURN TO:
Jade D. Bailey
Bankers Title of the Nature Coast, Inc.
P. O. Box 1260
Old Town, FL 32680

File Number: 8777

Special Warranty Deed

This Special Warranty Deed made this May 30, 2017 A.D. By
Drummond Community Bank, a Florida banking corporation
and having its principal place of business at: P. O. Drawer 1039, Chiefland, Florida 32644, hereinafter called the grantor(s), to
Kennard Ace Hardware Corp., a Florida Corporation
whose post office address is: P. O. Box 460, Alachua, Florida 32616, hereinafter called the grantee(s):

(Whenever used herein the term "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)

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

Lots 10 and 11, Block 4, C.S. NOBLE MAP OF WILLISTON, according to the Plat thereof, as recorded in Plat Book 1, page 1, of the Public Records of Levy County, Florida.

Parcel ID Number: 05533-000-00

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 warrants and forever defends the right and title to the above-described real property unto the Grantees against the claims of all persons, claiming by, through or under Grantor's, but not otherwise.

In Witness Whereof, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in our presence:

Shelia M. Creus

Witness Signature

Witness Printed Name Shelia M. Creus

Keely Sayers

Witness Signature

Witness Printed Name Keely Sayers

State of Florida

County of Levy

Drummond Community Bank, a Florida banking corporation

Scott Guthrie Pres.

(Seal)

By: Scott Guthrie
Its President

The foregoing instrument was acknowledged before me this 30 day of May, 2017, by Scott Guthrie as President of Drummond Community Bank, a Florida banking corporation, who is/are personally known to me or who has produced _____ as identification. 29

October 4, 2022

CITY COUNCIL AGENDA ITEM

TOPIC: Proposed *Berkley Oaks Planned Development*

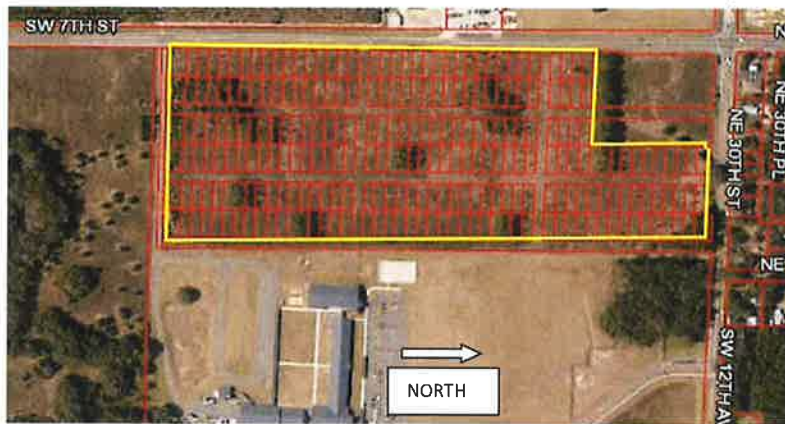
REQUESTED BY: Laura Jones, City Planner

Applicant: Covington FPC, LLC / JBPro

PUBLIC HEARING FIRST READING RZ-2022-05

BACKGROUND / DESCRIPTION:

LOCATION MAP/AERIAL PHOTOGRAPH



SUMMARY

The proposed Berkley Oaks Subdivision project is a rezoning application RZ-2022-05 for an approximately 47.9 +/- acre residential property located in Williston, Florida on SW 7th just west of Williston Middle High School. This proposed project will result in residential subdivision with 248 dwelling units—148 of which will be single-family dwelling units and 100 will be multi-family paired housing dwelling units. The density for the proposed project will be 5.18 dwelling units per acre. Ingress / egress is on NE 30 St and SW 7th St (US HWY 41)

The rezoning request from R-1 to PD is required for four reasons 1) the current zoning does not allow for a mix of single and multi-family residential dwelling units, 2) the desired density is greater than is allowed in the R-1 zoning category, 2) the proposed number of units are more than the established plat, and 4) the site standards need to be modified from the city's standards as well as from the established plat. The Master Use Plan proposed through this application provides

October 4, 2022

standards that addresses each of these reasons and, in doing so, enables the city to achieve its planning goals.

Proposed Uses

The PD Master Use Plan exhibits identify the layout of proposed the Berkley Oaks Subdivision PD. The central features of the plan are 248 single- and multi- family residential units, which are intended to be market rate housing.

1) Allowable uses in the Berkley Oaks Subdivision shall be:

- a. Single-Family Detached
- b. Multi-Family Attached Paired Housing

2) The acreage for each of these uses is shown in the table below:

Use	Units	Gross Acreage of Land	Net Acreage of Land
Single-Family Detached Dwelling	148	34.52	21.53
Multi-Family Paired Housing Dwelling Units	100	13.38	8.36

Gross Acreage of Land: Includes common lands—e.g.: stormwater, roadways, utility infrastructure.

Net Acreage of Land: Does not include common lands.

Chapter 60 – Zoning; Article XIII Planned Development (PD), states the intent of the PD district is to permit planned developments intended to:

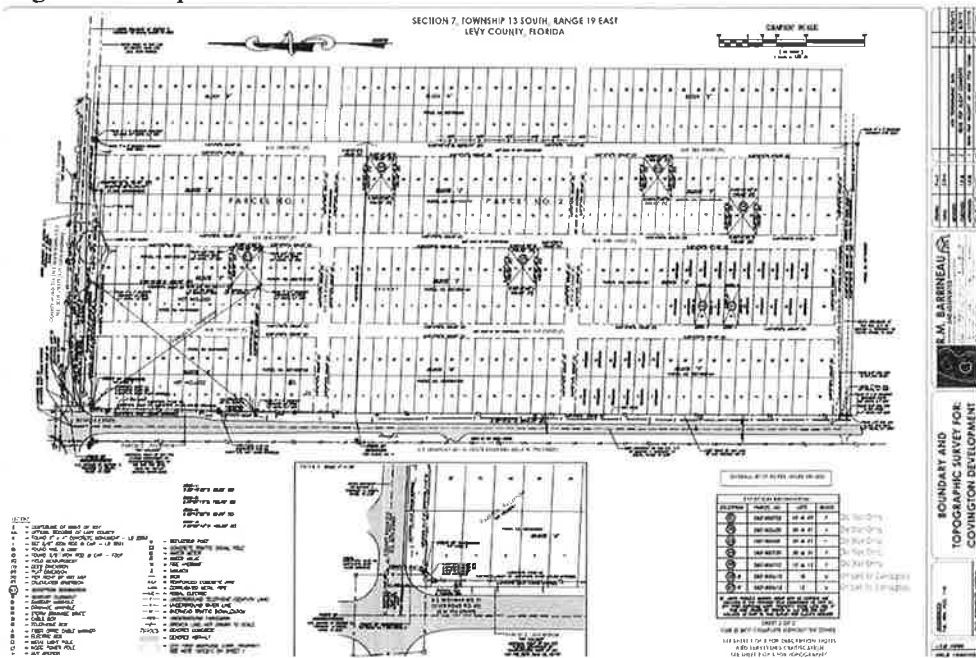
1. Encourage the development of planned residential development of land;
2. Encourage flexible and creative concepts of site planning;
3. Preserve the natural amenities of the land by encouraging scenic and functional open areas;
4. Accomplish a more desirable environment than would be possible through strict application of the minimum requirements of these land development regulations;
5. Provide for an efficient use of land resulting in smaller networks of utilities and streets and thereby lowering development and housing costs; and
6. Provide a stable environmental character compatible with surrounding areas.

The PD will meet these criteria in that it will promote mixed use land development patterns which combine single family residential and multi-family uses to achieve an attractive, well integrated, and pedestrian and transit friendly environment.

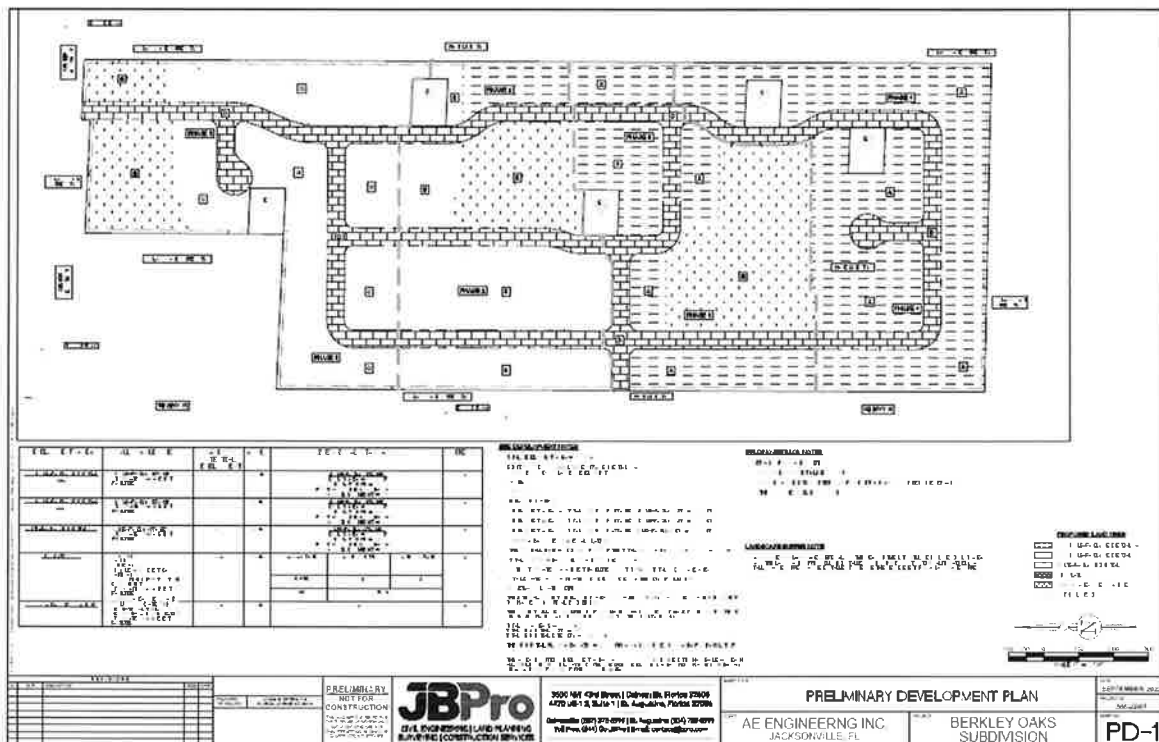
Original concept and new concept are attached.

October 4, 2022

Original Concept:



New Concept- Planned Development



October 4, 2022

LEGAL REVIEW: None

FISCAL IMPACTS: None

RECOMMENDED ACTION: The preliminary development plan proposed by this PD zoning application meets the City's Land Development Regulations. Planning and Zoning Commission reviewed on 9/27/22 and recommended to City Council for approval.

ATTACHMENTS: Application

ACTION:

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

Berkley Oaks Subdivision

**Rezone from
Residential-1 (R-1)
to
Planned Development (PD)**

City of Williston

September 19, 2022

Kathie Ebaugh, AICP
Director of Planning
3530 NW 43rd Street
Gainesville, FL 32606
(352) 375-8999
www.jbpro.com





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I. Statement of Proposed Change

The proposed Berkley Oaks Subdivision project is a rezoning application for an approximately 47.9 +/- acre residential property located in Williston, Florida on SW 7th just west of Williston Middle High School about 30 miles from the Cities of Gainesville and Ocala, Maps 1 and 2. This proposed project will result in residential subdivision with 248 dwelling units—148 of which will be single-family dwelling units and 100 will be multi-family paired housing dwelling units. The density for the proposed project will be 5.18 dwelling units per acre.

Map 1: Vicinity Map: Local Area



Map 2: Vicinity Map: Regional Area



A. LAND USE DETERMINATION

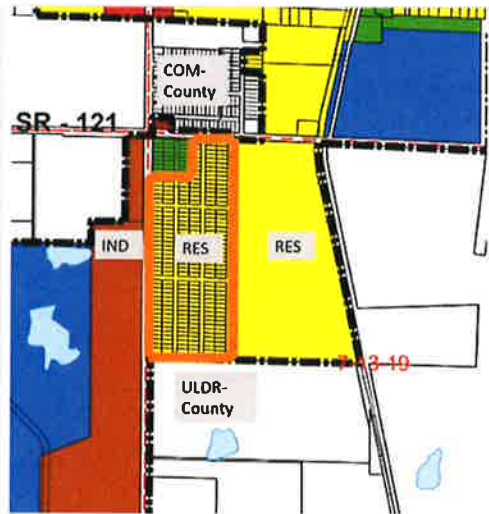
A.1 Existing Land Use Entitlements

The property has a Residential Future Land Use classification and a Residential Single Family (R-1) Zoning designation, Table 1 and Maps 3 and 4. The Residential land use designation entitles the development of residential dwelling units up to 12 units per acre. The R-1 Zoning designation allows for the development of single-family dwellings at 4 dwelling units per acre.

Table 1: Future Land Use and Zoning Designations

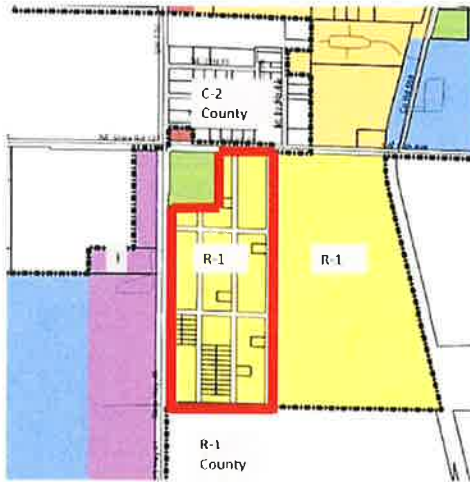
Location	Jurisdiction	Future Land Use	Current Zoning
Proposed Property	City of Williston	Residential (12 du/a)	R-1 (4 du/a)
North	Levy County	Commercial	C-2
South	Levy County	Urban Low Design Residential (1 du/a)	R-1 (1 du/a)
East	City of Williston	Residential(12 du/a)	R-1 (4 du/a)
West	City of Williston	Industrial	I

Map 3: Vicinity Map: Future Land Use



Proposed property: Orange outline

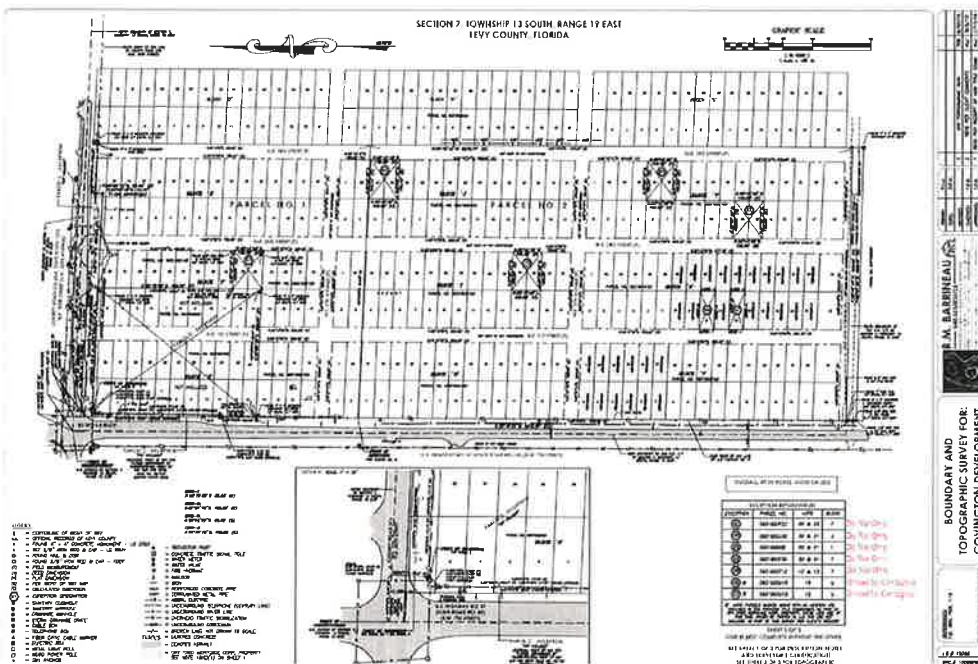
Map 4: Vicinity Map: Zoning



Proposed property: Red outline

In addition to the established future land use and zoning designations, the proposed site has development entitlements from an existing plat, Map 5. The existing plat allows for the development of 238 single family units at a density of 4.98 units per acre.

Map 5: Existing Plat

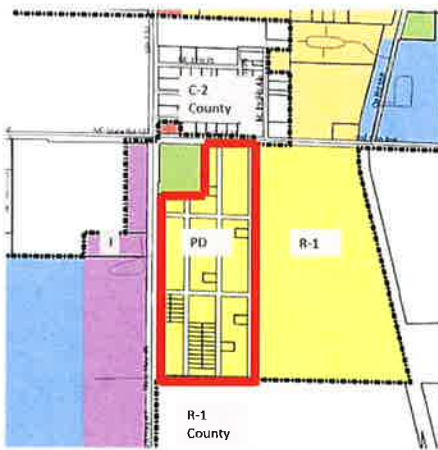


Note: A full scale version of the existing plat is included in the attachments.

A.2 Proposed Change in Land Use Entitlements

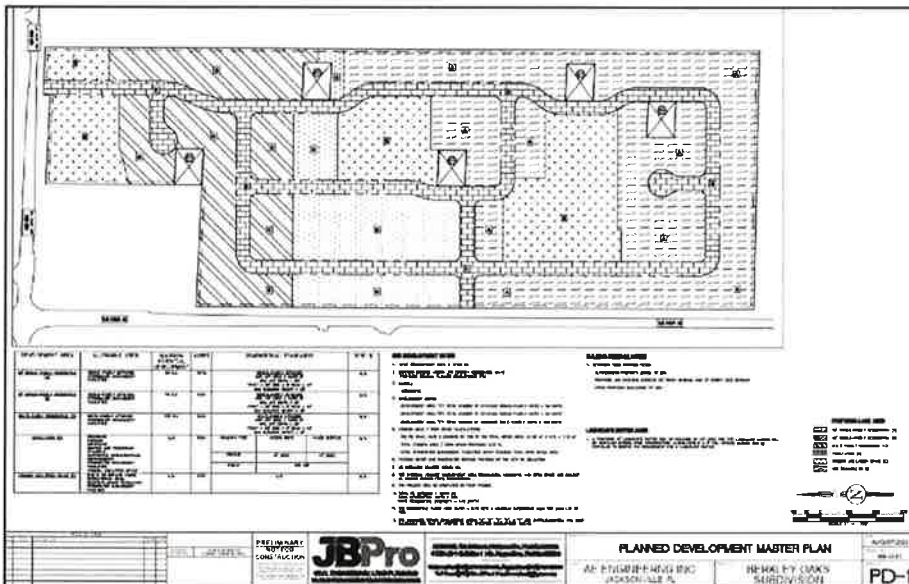
This proposed development differs from the existing land use entitlements in four ways: 1) diversifies the types of housing to include both single- and multi-family units, 2) increases the density to 5.18 dwelling units per acre 3) increases the number of platted lots to 248, and 4) alters the lot sizes. While the future land use designation allows for these entitlements; the zoning designation and existing plat do not. Thus, the property will need to be rezoned and replatted to consistent with the Master Use Plan standards, Maps 6 and 7.

Map 6: Proposed Zoning Map



Proposed property: Red outline

Map 7: Master Use Plan



Note: A full scale Master Use Plan is included in the attachments.

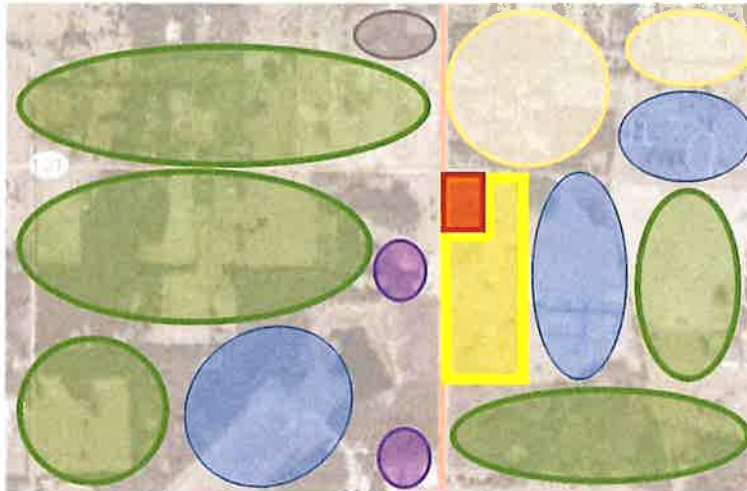
A.3 Compatibility with Existing and Future Land Uses

Diversifying the existing single-family residential plat to a development with a range of housing types is consistent with the development pattern surrounding area's diverse land uses. As shown on Table 2 and Map 8, the proposed development is surrounded by residential neighborhoods (yellow), commercial areas (red), industrial properties (purple), public airport and educational facilities (blue), places of worship (grey), and agricultural lands (green).

Table 2: Existing Adjacent Land Uses

Location	Existing Use
Proposed Property	Vacant Residential Land
North	Residential
South	Agricultural Lands
East	K-12 Educational Facility
West	Vacant and Active Industrial Lands

Map 8: Vicinity Map: Existing Land Uses



Proposed property: Yellow outline

These diverse land uses are connected by two major roadways: SW 12th Street (SR 121) and SW 7th Street (US 41), Map 9.

Map 9: Vicinity Map: Roadways



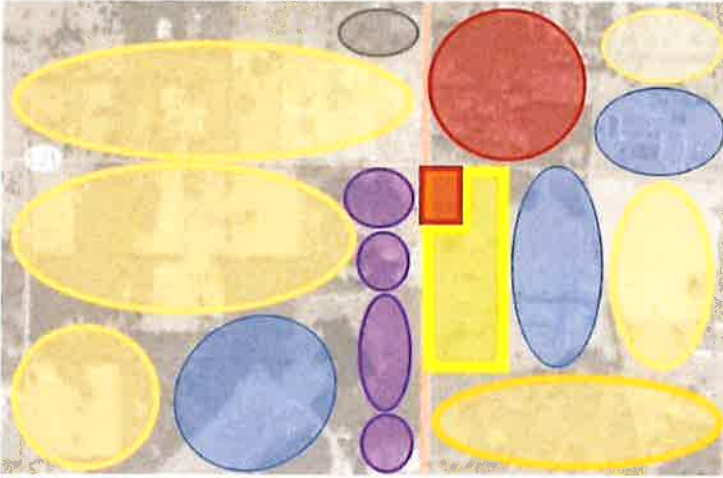
Proposed property: Yellow outline
Roadways: Mustard lines

In the future, this area is planned to become even more diverse. The city's future land use planning standards and zoning standards, allow current uses to transition from predominantly agricultural uses to residential, commercial, and industrial uses, Table 3 and Map 8.

Table 3: Proposed Future Land Use and Zoning

Location	Jurisdiction	Future Land Use	Proposed Zoning
Proposed Property	City of Williston	Residential (12 du/a)	PD
North	Levy County	Commercial	C-2
South	Levy County	Urban Low Design Residential (1 du/a)	R-1
East	City of Williston	Residential(12 du/a)	R-2
West	City of Williston	Industrial	I

Map 8: Vicinity Map: Planned Future Uses



Proposed property: Yellow outline

B. Proposed Master Use Plan Standards

Below are the development standards for the proposed development. Based on current conditions, it is anticipated that this development will follow all other land development codes and standards adopted by the City of Williston or other regulatory agency.

In order to achieve the proposed development of 248 single and multi-family homes, this zoning application requests that the current R-1 zoning be changed to PD zoning. PD zoning allows the city to establish site-specific zoning and site planning standards through the adoption of a PD Master Use Plan. The PD Master Use Plan proposed through this application would establish the development standards, uses, and building standards for this project.

B.1 Proposed Uses

The PD Master Use Plan exhibits identify the layout of proposed the Berkley Oaks Subdivision PD. The central features of the plan are 248 single- and multi- family residential units, which are intended to be market rate housing. The following section establishes the specific land use allowed in this plan.

- 1) Allowable uses in the Berkley Oaks Subdivision shall be:
 - a. Single-Family Detached
 - b. Multi-Family Attached Paired Housing



2) The acreage for each of these uses is shown in Table 4 below:

Table 4: Acreage for Uses

Use	Units	Gross Acreage of Land	Net Acreage of Land
Single-Family Detached Dwelling Units	148	34.52	21.53
Multi-Family Paired Housing Dwelling Units	100	13.38	8.36

Gross Acreage of Land: Includes common lands—e.g.: stormwater, roadways, utility infrastructure.

Net Acreage of Land: Does not include common lands.

Flexibility in the PUD standards is necessary to be able to address unforeseeable site constraints, environmental conditions, and market demands. As such, the PUD Zoning District may allow for up to 20% transferability of units between single-family and multi-family.

B.2 Building Standards

The lot and building dimensions established in Table 5 shall apply.

Table 5: Building Standards

Section	Minimum Lot Standards			Maximum Building Coverage	Setbacks			Maximum Height
	Size	Width	Depth		Front	Side	Rear	
Single-Family Detached Dwelling Units	4,000 sq ft	40 ft	100 ft	60%	20 ft	5 ft	10 ft	35 ft
Multi-Family Attached Dwelling Units	5,000 sq ft	50 ft	100 ft	60%	20 ft	0 ft	10 ft	35 ft

B.3 Architectural Design Standards

The design of the single-family homes and multi-family attached paired housing units will be developed consistent with the following architectural design standards. These design standards shall be adopted as part of the land development regulations that govern this PUD Zoning District.

Architectural Design Standards

1.1 Two or more distinct building models shall be designed for projects with more than four primary buildings.

1.2 A covered entry area shall be designed at the main entry to each building.



1.3 Four architectural design features are required on facades facing public streets, parking and common areas. Acceptable architectural design features may include but is not limited to:

- 1) Articulation of building façade
- 2) Extensions to the building through covered porches, bay or box windows, and other similar features projecting out from the façade
- 3) A horizontal change in building materials between stories of a building
- 4) Variation in building materials between vertical intervals
- 5) Variations in window placement
- 6) Architectural features such as shutters, awnings, balconies, verandas, railings, dormers, chimneys, decorative moldings or ornamental details
- 7) Other similar design features

1.4 Architectural detailing, horizontal off-sets and other features shall be provided on all sides of the building to avoid blank walls and large, monolithic masses.

1.5 Roof height, pitch, ridgelines and materials shall be varied to create visual interest and avoid repetition.

B.4 Development Standards

Development standards may be modified in ways consistent with the general intent and purpose for the PD District. The applicant is not requesting any modifications to the City of Williston's development standards.

B.5 Emergency Access Standards

Emergency access shall be provided via the ingress/egress roadways established on the Master Use Plan. The emergency access is located on SW 7th Street (US 41) east of the proposed development.

C. REZONING JUSTIFICATION

The rezoning request from R-1 to PD is required for four reasons 1) the current zoning does not allow for a mix of single and multi-family residential dwelling units, 2) the desired density is greater than is allowed in the R-1 zoning category, 2) the proposed number of units are more than the established plat, and 4) the site standards need to be modified from the city's standards as well as from the established plat. The Master Use Plan proposed through this application provides standards that addresses each of these reasons and, in doing so, enables the city to achieve its planning goals.



II. Concurrency Impact Analysis

The State of Florida growth management legislation establishes concurrency standards that ensure local governments can adequately provide public facilities to new developments without constraining adopted local levels of service. The City of Williston Comprehensive Plan Chapter 11 establishes a Concurrency Management System through the adoption of level of service (LOS) standards for transportation, potable water, sanitary sewer, solid waste, drainage, and recreation. The following section provides an analysis of how this proposed development will impact these adopted levels of service standards.

A. TRANSPORTATION CONCURRENCY

A.1 Roadways:

The Concurrency Management System states the adopted LOS guidelines for motor vehicle transportation is a level C. Tables 6 and 7 from the Metropolitan Transportation Planning Organization for Gainesville Urbanized Area shows that the impact the proposed maximum 248 dwelling units—148 single-family dwelling units and 100 multi-family dwelling units—will have on motor vehicle transportation. This trip generation meets the adopted LOS for roadways.

Table 6: Roadway Concurrency Assessment –Single-Family Dwelling Units

Roadway Segment	Level of Service	
7 th Street (US 41/SR 45 / SR 27) from CR 323 (CR 326) to CR 316 (NE 39 th Street)	C	
Daily Trip Generation ²	Number of Units (148 lots x 1 du= 148)	Total Development
Daily Trips Per Unit	148	1491 Trips Per Day
AM Peak Hour	148	115 Trips Per Day
PM Peak Hour	148	154 Trips Per Day

Source:

- 1) Metropolitan Planning Organization for Gainesville Urbanized Area
- 2) ITE Trip Generation, Manual 10th Edition

Table 7: Roadway Concurrency Assessment – Multi-Family Dwelling Units

Roadway Segment	Level of Service	
7th Street (US 41/SR 45 / SR 27) from CR 323 (CR 326) to CR 316 (NE 39th Street)	C	
Daily Trip Generation ²	Number of Dwelling Units (50 lots x 2 du=100)	Total Development
Daily Trips Per Unit	100	715 Trips Per Day
AM Peak Hour	100	57 Trips Per Day
PM Peak Hour	100	67 Trips Per Day

Source:

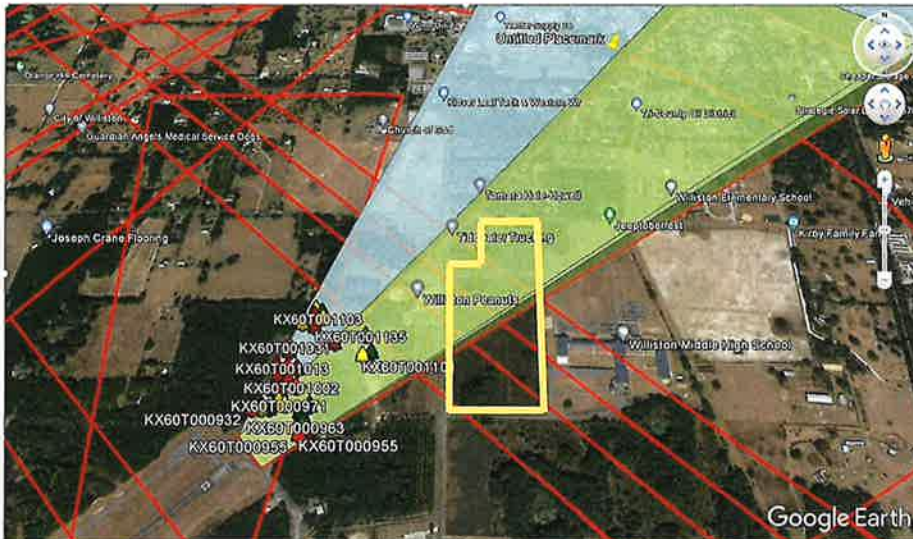
3) Metropolitan Planning Organization for Gainesville Urbanized Area

4) ITE Trip Generation, Manual 10th Edition

A.2 Airport:

The proposed development is located within the glidepath of the Williston Municipal Airport, Runway 23 as shown on Map 10. The applicant has submitted an application for a FAA 7460 review to identify and address any concerns the FAA may have with the project. The application is attached to this submittal.

Map 10: Williston Municipal Airport Glidepath Proximity





B. POTABLE WATER CONCURRENCY

The Concurrency Management System states the adopted LOS guidelines for potable water is 175 gallons per day. Table 8 shows that the impact the proposed maximum 248 dwelling units will have on potable water. The maximum total peak gallons per day for the entire residential development of potable water will be 43,400 gallons. This usage meets the adopted LOS for portable water.

Table 8: Potable Water Concurrency Assessment

Potable Water Analysis	Density	Gallons Per Day
Residential dwelling units	248 units	43,400
<i>Based off a LOS of 175 peak gallons per capital per day.</i>		

C. SANITARY SEWER CONCURRENCY

The Concurrency Management System states the adopted LOS guidelines for sanitary sewer is 147 gallons per day. Table 9 shows that the impact the proposed maximum 248 dwelling units will have on sanitary sewerage. The maximum total peak gallons per day for the entire residential development of sanitary sewage will be 36,456 gallons. This usage meets the adopted LOS for sanitary sewer.

Table 9: Sanitary Sewer Concurrency Assessment

Sanitary Sewer Analysis	Density	Gallons Per Day
Residential dwelling units	248 units	36,456
<i>Based off a LOS of 147 gallons per day for Residential Units.</i>		

D. SOLID WASTE CONCURRENCY

The Concurrency Management System states the adopted LOS guidelines for solid waste is 3.95 pounds of solid waste per capita per day. Table 10 shows that the impact the proposed maximum 248 dwelling units will have on solid waste. The maximum total inbound tons per person per year for the entire residential development of sanitary sewage will be 179 tons. This usage meets the adopted LOS for solid waste.



Table 10: Solid Waste Concurrency Assessment

Solid Waste Analysis	Density	Tons Per Year
Residential dwelling units	248 units	179
Based off a LOS of 3.95 tons per year per unit for residential.		

E. DRAINAGE CONCURRENCY

The Concurrency Management System states the adopted LOS for Drainage is the 25-year, 24-hour storm event. The Infrastructure Element, Drainage section states that in order to accommodate the LOS, the City shall establish the following practices through its planning and land development practices: 1) new development shall retain on-site all stormwater runoff in amount greater than those levels existing before development, excluding single-family dwellings, 2) no future septic tanks or individual wells will be allowed within five hundred (500) feet of any city well, 3) no future water retention areas will be allowed within five hundred (500) feet of any City well, and 4) the city shall ensure that following development of any tract of land, recharge amounts shall equal those occurring prior to development. This standard will be met in the site development phase of this project.

F. RECREATION CONCURRENCY

The Concurrency Management System states the adopted LOS guidelines for recreation is ten (10) acres per one thousand (1,000) persons. The Parks Element section states that in order to accommodate the LOS, the City shall implement the recreation standards through the subdivision regulations. This standard will be met in the site development phase of this project.

G. OPEN SPACE CONCURRENCY

The Concurrency Management System states the adopted LOS guidelines for open space is ten (10) acres of open space per one thousand (1,000) persons. The Parks Element section states that in order to accommodate the LOS, the City shall implement the open space standards through the land development regulations. This standard has been considered in the development of the Master Use Plan and will be met in the site development phase of this project.



III. Comprehensive Plan Consistency

The City of Williston Comprehensive Plan, *“provide(s) a guide for the future timing, location and intensity of various types of development, and to provide a framework upon which local government decisions can be based.”* The following assessment demonstrates how development proposed through this rezoning application achieves the goals, objectives, and policies of the city’s comprehensive plan. This assessment evaluates the extent to which the rezoning of the property from the existing R-1 zoning designation to proposed PD supports the city’s desire to, *“ensure that the character and location of land uses maximize the potential for economic benefit and the enjoyment of natural and man-made resources by citizens, while minimizing the threat to health, safety and welfare posed by hazards, nuisances, incompatible land uses and environmental degradation.”*

A. FUTURE LAND USE ELEMENT

Objective 1: By 2020, future growth and development will be directed by adopted land development regulations into appropriate land use areas with the availability of facilities and services, suitable topography and soil conditions.

Comprehensive Plan Consistency: The development of this proposed rezoning application is consistent with the city’s goal of providing residential dwelling units on the proposed development site.

Policy 1.2: All new development shall be required, through the zoning ordinance and subdivision regulations, to provide:

- a. Drainage and stormwater management.
- b. Open space, through both lot coverage requirements and usable open space requirements.
- c. Safe and convenient on-site traffic flow and off-street parking.

Comprehensive Plan Consistency: The preliminary development plan for this new development provides the community with adequate drainage and stormwater management, open space, and safe traffic flow.



Policy 1.5: The City of Williston shall encourage to the extent possible the location of schools based on the following criteria:

a. Proximity to residential areas, particularly for elementary schools.

Comprehensive Plan Consistency: As intended by this policy, this proposed development is located within proximity to K-12 educational programs as the city's middle-high school is located next to the site and elementary school is within one mile.

Objective 8: Encourage the use of innovative land development regulations which may include provisions for planned unit developments and other mixed land use development techniques.

Comprehensive Plan Consistency: The use of the PD zoning category executes this planning objective by allowing the applicant to establish land development standards that address the unique planning demands presented by this pre-platted subdivision.

Policy 8.1 The City will promote Planned Unit Development projects such as clustered single-family, townhouse, villa and multi-family residential, commercial, professional and industrial to allow for less costly and more efficient provision of public support services, green belts and open space and to foster aesthetically pleasing urban/suburban development.

Comprehensive Plan Consistency: The preliminary development plan proposed by this PD zoning application incorporates a variety of different types of dwelling units as it includes 148 single-family and 100 multi-family paired housing.

B. TRANSPORTATION ELEMENT

Objective 1.2: By consistent implementation of Land Development Regulations as part of the growth management process, the City of Williston will achieve safe and convenient access to and mobility between major trip producers and attractors, future land uses, and special generators, which could also support future increase in transit services provided within the community.

Comprehensive Plan Consistency: The preliminary development plan proposed by this PD zoning application features an integrated roadway network that links the proposed neighborhood development to the surrounding community resources.

Policy 1.2.a: The City will control the connections and access points of driveways and roads to roadways through its Zoning Regulations and Subdivision Regulations.

Comprehensive Plan Consistency: The preliminary development plan proposed by this PD zoning application meets the roadway development standards adopted by the city's land development regulations.



Policy 1.2.b: All future subdivisions will be required to install roads that meet the minimum applicable standard specifications in the City of Williston Code of Subdivision Regulations.

Comprehensive Plan Consistency: The preliminary development plan proposed by this PD zoning application meets the roadway development standards adopted by the city's land development regulations.

Policy 2.1.a: All planned developments, regardless of size or location, shall provide a section line right-of-way dedication for future road construction. This requirement may be modified or waived in circumstances where pre-existing development or geologic features such as sinkholes and quarries would create a non-functional road. On the existing transportation network, any and all planned development shall be set back from the road centerline according to subdivision regulations.

Comprehensive Plan Consistency: The preliminary development plan proposed by this PD zoning application meets the roadway development standards adopted by the city's land development regulations.

Policy 2.1.b: The City shall enforce the Williston Zoning Ordinance to ensure that all new construction complies to setback regulations.

Comprehensive Plan Consistency: The preliminary development plan proposed by this PD zoning application meets the roadway development standards adopted by the city's land development regulations.

Policy 2.1.e: All new private roads shall be constructed to the same standards as City streets.

Comprehensive Plan Consistency: The preliminary development plan proposed by this PD zoning application meets the roadway development standards adopted by the city's land development regulations.

Policy 2.2.c: Through consistent application of the Land Development Regulations and as directed by the Future Land Use Element, the City will seek to approve residential development at planned densities as measured by block, zoning district and neighborhood levels.

Comprehensive Plan Consistency: The preliminary development plan proposed by this PD zoning application is consistent with the city's planned density and development standards adopted by the city's land development regulations and Future Land Use Element.



Policy 2.7.d: The City of Williston shall support and strengthen the role of the Williston municipal Airport by requiring that adjacent development be compatible with airport related activities.

Comprehensive Plan Consistency: The preliminary development plan proposed by this PD zoning application is compatible with activities located within airport zones.

Policy 2.7.e: New development shall not obstruct aircraft operations by intersecting the airport's clear zones, approach zones, transition zones, horizontal surface, and conical surfaces.

Comprehensive Plan Consistency: The preliminary development plan proposed by this PD zoning application is consistent with the development standards established by the FAA for areas the lie within airport zones.

Policy 2.7.f: All building regulations – floor are ratios (FAR) and height shall be promoted to guarantee the continued efficient operation of the airport and ensure public safety.

Comprehensive Plan Consistency: The height standards proposed by this PD zoning application are consistent with the development standards established by the FAA for areas the lie within airport zones.

C. INFRASTRUCTURE ELEMENT

Objective 1: Provide a drainage system adequate to accommodate adopted Level of Service standards. For the existing drainage system, stormwater quality needs to meet ambient (surrounding) water quality conditions to protect aquifer quality. For new facilities, stormwater quality should meet controlling federal, state and water management district standards.

Comprehensive Plan Consistency: The development standards proposed by this PD application ensures the city's LOS standards for drainage are met.

Policy 2.1: New developments shall retain on-site all stormwater runoff in amounts greater than those levels existing before development, excluding single-family dwellings.

Comprehensive Plan Consistency: The preliminary development plan proposed by this PD zoning application meets the infrastructure drainage development standards adopted by the city's land development regulations.

Policy 2.5: As a means of providing for the maximum recharge of the Floridan aquifer and preventing losses of human lives and property, it shall be city policy to require onsite stormwater retention in all new developments. To implement this policy, subdivision regulations will be adopted as necessary, with due consideration for natural runoff conditions, intensity of



development, soils types, topography and such other factors as may be necessary to the development of reasonable and equitable regulations.

Comprehensive Plan Consistency: The preliminary development plan proposed by this PD zoning application meets the infrastructure drainage development standards adopted by the city's land development regulations.

Policy 2.6: The City of Williston shall accomplish protection of aquifer recharge by:

- a. Requiring any recharge to the aquifer will be of the same or higher quality as could occur under natural conditions.
- b. Following development of any tract of land, recharge amounts shall equal those occurring prior to development.

Comprehensive Plan Consistency: The preliminary development plan proposed by this PD zoning application meets the infrastructure drainage development standards adopted by the city's land development regulations.

Objective 5: The City shall continue to operate and maintain a wastewater treatment system that meets or exceeds all controlling standards, including adopted Level of Service.

Comprehensive Plan Consistency: The development standards proposed by this PD application ensures the city's LOS standards for sanitary sewer are met.

Objective 8: The City shall continue to operate and maintain a potable water system that meets or exceeds all controlling standards, including adopted Level of Service.

Comprehensive Plan Consistency: The development standards proposed by this PD application ensures the city's LOS standards for sanitary sewer are met.

Objective 12: Adopt Land Development Regulations that protect the functions of natural groundwater recharge areas and natural drainage features.

Comprehensive Plan Consistency: The development standards proposed by this PD application ensures the city's LOS standards for potable water are met.

Policy 12.1: New development shall retain on-site all stormwater run-off in amounts greater than those levels existing before development.

Comprehensive Plan Consistency: The preliminary development plan proposed by this PD zoning application meets the infrastructure development standards adopted by the city's land development regulations.



Policy 12.2: Zoning and subdivision regulations will regulate lot cover and structure density, plus other improvements needed to maintain aquifer recharge.

Comprehensive Plan Consistency: The preliminary development plan proposed by this PD zoning application meets the infrastructure development standards adopted by the city's land development regulations.

Objective 12.a: All new subdivisions proposed, all zoning changes requested, and all permits or development orders issued shall, through the adopted Land Development Regulations, document that the activity is coordinated and consistent with either the existing or the proposed water system. In addition, adopted administrative procedures for the Comprehensive Plan will require water extensions, increased capacity and proposed new facilities to be coordinated with both the Utilities Element and the Land Use Element.

Comprehensive Plan Consistency: The preliminary development plan proposed by this PD zoning application will is consistent and coordinated with the city's planning and development standards adopted by the city's land development regulations, Utilities Element, and Future Land Use Element.

Policy 14.2: The minimum Level of Service standard for solid waste collection and disposal by Williston is one hundred percent (100%) of all solid waste and 3.95 pounds per capita per day, and with disposal at the New River Regional Landfill with a design capacity of 800 tons, or 1.6 million pounds, of solid waste per day (of 312 operating days).

Comprehensive Plan Consistency: The preliminary development plan proposed by this PD zoning application meets the infrastructure development standards adopted by the city's land development regulations.

Policy 17.3: The City of Williston will prohibit development from impacting natural aquifer or groundwater characteristics, including characteristics of wetlands and floodplains, based on the best available data.

Comprehensive Plan Consistency: The preliminary development plan proposed by this PD zoning application meets the infrastructure development standards adopted by the city's land development regulations.



D. CONSERVATION ELEMENT

Objective 1: Allow development in Williston only after a thorough review of potential environmental problems has been made. This analysis shall include physical properties of soils and underlying rocks, soil thickness, depth to groundwater, groundwater flow characteristics, surface water presence and danger of flooding.

Comprehensive Plan Consistency: The development of this property will meet all development standards adopted by the city's land development regulations to protect the area soil and ground stability.

Policy 1.1: Control drainage and runoff through adopted subdivision regulations and/or the zoning ordinances to ensure that the surface and groundwater supplies in the area are protected from pollutants.

Comprehensive Plan Consistency: The development of this property will meet all development standards adopted by the city's land development regulations to ensure that surface and groundwater supplies in the area are protected from pollutants.

Policy 1.7: Developers, before they receive a development permit, shall prove to the City Council that their project would not cause undue water quality or quantity problems in the city. This may include, but not be limited to, obtaining all permits required by: Florida DEP and the Southwest Florida Water Management District. This requirement will be incorporated into the adopted Land Development Regulations.

Comprehensive Plan Consistency: The development of this property will meet all development standards adopted by the city's land development regulations to ensure that the proposed development will not cause undue water quality or quantity problems.

Policy 1.2: Support actions which would preserve native trees and conserve any vegetation which is aesthetically pleasing.

Comprehensive Plan Consistency: This PD rezoning application includes a site analysis map that identifies areas suitable for tree cover.



E. RECREATION AND OPEN SPACE ELEMENT

Policy 3.a: Policy 4 Open space, which is defined as undeveloped lands suitable for passive recreation or conservation uses, is not a problem at this time since large amounts of private land remain undeveloped. However, mechanisms shall be made available to maintain usable open space in the future. An open space standard of ten (10) acres per 1,000 population is the locally adopted policy. Mandatory dedication of open space shall be required in new subdivisions through the subdivision and/or Land Development Regulations, and shall include the above open space definitions and standards for all new developments and redevelopments.

Comprehensive Plan Consistency: The development standards proposed by this PD application ensures the city's LOS standards for recreation are met.

F. CONCURRENCY MANAGEMENT SYSTEM ELEMENT

LOS Standards: Throughout the various chapters of this Comprehensive Plan, various LOS have been adopted. In summary form, the LOS applicable in the City of Williston and against which actions of the elected officials and proposed developments will be measured include: roads, sanitary sewer, solid waste, drainage, potable water, recreation, mass transit.

Comprehensive Plan Consistency: The development standards proposed by this PD application ensures the city's adopted LOS standards are met.

Policy 11.1: Facilities and services necessary to meet the LOS standards adopted by the City of Williston shall be in place at the time a building permit is issued; or,

- a. The necessary facilities are under construction at the time a permit is issued; or,
- b. The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued; or,
- c. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes; or,
- d. The necessary facilities and services are provided for pursuant to Policy 11.2, which such alternative is available at the exclusive option of the elected officials.

Comprehensive Plan Consistency: As part of the construction of this proposed development, the applicant will ensure that required facilities and services necessary to meet the LOS standards are in place at the time of building permit.



Policy 11.3: Adequate water supplies to serve new development will be available no later than the anticipated date of issuance of a certificate of occupancy.

a. The city shall ensure sanitary sewer, solid waste, drainage, adequate water supplies, and potable water facilities shall be in place and available to serve new development no later no later than the issuance by the local government of a certificate of occupancy or its functional equivalent.

b. Prior to approval of a building permit or its functional equivalent, the local government shall consult with the applicable water supplier to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance by the local government of a certificate of occupancy or its functional equivalent.

Comprehensive Plan Consistency: As part of the construction of this proposed development, the applicant will ensure that adequate water supplies necessary to meet serve the new development are in place at the time of certificate of occupancy.



IV. Compliance with Land Development Regulations (LDRs):

All applicable land development regulations that govern the development of land with the PD zoning designation will be adhered to through the site planning and development process.



V. Conclusions:

This zoning application request is consistent with and serves to implement the City of Williston Comprehensive Plan goals, objectives and policies. The request meets the review criteria and standards for PD rezoning applications found in the City of Williston Land Development Code, including consistency, compatibility, similarity of development patterns in the area of the subject property, suitability, adequacy of public services, access, and promotion of the public health, safety, and welfare. The applicant requests approval of the application based upon the demonstrated consistency and implementation of the applicable plan goals, objectives, and policies as well as the conformance to all applicable provisions of the land development code.



VI. List of Attachments

- Attachment A: Cover Letter**
- Attachment B: Application**
- Attachment C: Property Owner Affidavit**
- Attachment D: Taxes and Deed**
- Attachment E: Legal Description and Boundary Survey**
- Attachment F: FAA 7460 Review Application Receipt**
- Attachment G: Master Use Plan Exhibits**



Attachment A:
Application Cover Letter



August 17, 2022

Ms. Laura Jones
Community Development & Grants Manager
City of Williston
50 NW Main Street
Williston, FL 32696

Re: Berkley Oaks Subdivision— Rezoning Submittal

Dear Laura,

Attached is the rezoning application for the Berkley Oaks Subdivision. This application requests the current Residential-1 (R-1) zoning classification be changed to Planned Development (PD).

Ms. Kathie Ebaugh, AICP, Planning Director of JBPro, will be acting as the agent for this project. We request that the city works with Ms. Ebaugh as the primary contact and representative for this project.

The material submitted in support of the application is listed below.

1. Zoning Application
2. Rezoning Narrative
3. Master Use Plan Exhibits
4. Property Owner Affidavit
5. Legal Description of Project Area
6. Proof of Taxes and Deed
7. Application Fee – Check in the amount of \$720.00

Please feel free to contact me if you have any questions, comments, or need any additional information.

Sincerely,

Designated by:

A handwritten signature in black ink that reads "John M. Curtis, Jr." inside a rectangular box.

John M. Curtis, Jr.

President of Covington-FPC.



Attachment B: Application

**CITY OF WILLISTON
APPLICATION FOR
ZONING CHANGE**

(Completed application will need to be received by the first of the month prior to the Planning and Zoning Commission meeting, which meets the last Tuesday of the month)

Applicant's Name: Covington-FPC, LLC C/O: John M. Curtis, Jr.

Applicant's Mailing Address: 13252 SW 6th Ave.

Newberry, FL 32669

Telephone Number: 352-281-1862

Address where change requested: SW 7th Street, just west of Williston Middle High School

Legal Owner of parcel: Covington-FPC, LLC

Tax parcel ID#: Multiple. See legal description

Legal Description of parcel: (attach exhibit if necessary)

See separate page.

Current Land Use/Zoning Map designation: Residential-1 (R-1)

Requested Land Use/Zoning Map Designation: Planned Development (PD)

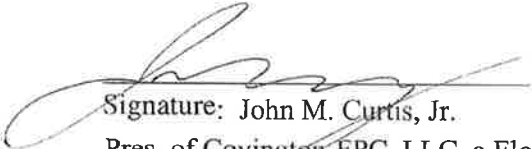
Please provide the following:

1. A letter addressed to City Planner, requesting a zoning change.
2. Proof of identification: Copy of tax deed.
3. Survey of land.

REZONING FEES (Make checks payable to the City of Williston, PO Drawer 160, Williston, FL 32696):

- | | |
|--|------------|
| a. Rezoning without land use map amendment | \$ 720.00 |
| b. Rezoning and small scale land use map amendment | \$ 720.00 |
| c. Rezoning and large scale land use map amendment | \$2,500.00 |

Application will be considered incomplete unless all the above is completed and provided.


Signature: John M. Curtis, Jr.

Pres. of Covington-FPC, LLC, a Florida
limited liability company
PZ1005

Aug. 16, 2022

Date



Attachment C:

Property Owner Affidavit

PROPERTY OWNERS' AFFIDAVIT

Covington-FPC LLC

Owner

Berkeley Oaks Subdivision

Application No.

N/A

Additional Owners

John Curtis, President

Appointed Agent(s)

Multiple: See Boundary Survey

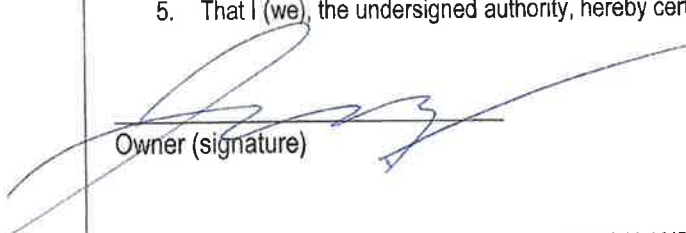
Parcel Number(s)

Rezoning from Residential-1 (R-1) to Planned Development (PD)

Type of Request

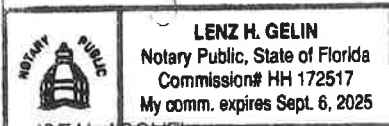
I (we), the property owner(s) of the subject property, being duly sworn, depose and say the following:

1. That I am (we are) the owner(s) and record title holder(s) of the property described in the attached legal description;
2. That this property constitutes the property for which the above noted land use request is being made to the Alachua County Board of County Commissioners;
3. That I (we), the undersigned, have appointed, and do appoint, the above noted person(s) as my (our) agent(s) to execute any agreement(s), and other documents necessary to effectuate such agreement(s) in the process of pursuing the aforementioned land use request;
4. That this affidavit has been executed to induce the Alachua County Board of County Commissioners to consider and act on the subject request;
5. That I (we), the undersigned authority, hereby certify that the foregoing statements are true and correct.


Owner (signature)

STATE OF FLORIDA

County Alachua



(SEAL ABOVE)

LENZ H. GELIN

SWORN AND SUBSCRIBED BEFORE ME

THIS 30th DAY OF August, 2022

BY John Curtis

WHO IS/ARE PERSONALLY KNOWN TO ME OR HAS/HAVE PRODUCED AS IDENTIFICATION

Driver License

(TYPE OF IDENTIFICATION)

Notary Public, Commission No. HH172517

(Name of Notary typed, printed, or stamped)



Attachment D:

Tax Record and Deed

HONORABLE MICHELE LANGFORD
REAL ESTATE

LEVY COUNTY

ACCOUNT NUMBER: 06919-000-19		2021	TAX DISTRICT: WI	
ASSESSED VALUE: 4,250		EXEMPTIONS: - NONE -	TAXABLE VALUE: 4,250	
TAXING AUTHORITY		MILLAGE RATE	EXEMPTIONS	TAXABLE VALUE
COUNTY	BOARD OF CO COMMISSIONERS	9.0000		4,250
SCHOOL	SCHOOL - STATE	9.6270		4,250
	SCHOOL - LOCAL	1.8000		4,250
	SCHOOL-BASIC DISC	.7480		4,250
WATER	SWFWMD	.2535		4,250
CITY	CITY OF WILLISTON	6.7500		4,250
EXEMPTION:NONE				
		21.67850		92.98

LEVYING AUTHORITY	PURPOSE	RATES/BASIS	AMOUNT
		NON AD VALOREM ASSESSMENTS:	0.00
		COMBINED TAXES & ASSESSMENTS TOTAL:	92.98
07-13-19 ROBINSON'S ADDITION			
BLOCK G LOT 15 OR BOOK 1359 PAGE 124			

CERTIFICATE - ISSUED FOR	125.56	- GROSS TAX	92.98
HONORABLE MICHELE LANGFORD		LEVY COUNTY	
REAL ESTATE			

CERTIFICATE - ISSUED FOR	125.56	- GROSS TAX	92.98
EX-TYPE	ESCROW	MILLAGE	TAXES LEVIED
		WI	

VALUES AND EXEMPTIONS	TAXES	92.98	
ASSESSMENT	4,250 INT. \$1.0	2.78	
TAXABLE	4,250 SALE 84	4.79	
	ADV. FEE	10.00	
	INT. ADV	5.00	
	INT.SALE	10.00	
			07-13-19 ROBINSON'S ADDITION
			BLOCK G LOT 15 OR BOOK 1359 PAGE 124
			CERTIFICATE HAS BEEN ISSUED
			08/31/22 CERT NO:2022-00001776-00
			999-2021-0002269.0001
06919-000-19 2021			
COWINGTON FPO LLC			
1000 NW 112TH TER			
GAINESVILLE, FL 32606			

44.00
731.50

Prepared by and return to:
Lizete Ralford

Community Title, LLC
175 NW 138th Ter., Ste. 100
Newberry, FL 32669
352-331-0817
File Number: CT-15-1165

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this **25th** day of **June, 2015** between **US Hwy 41 & NE 30 Street, LLC, a dissolved Florida Limited Liability Company** whose post office address is **6100 Hollywood Blvd #305, Hollywood, FL 33024**, grantor, and **Covington-FPC, LLC** whose post office address is **1000 NW 112th Ter, Gainesville, FL 32606**, grantee: pu

(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 **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:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

Subject to taxes for 2015 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Parcel Identification Number: 06319-001-000, 0631900U16, 0631900V30, 0631900U09, 0631900V31, 0631900U08, 0631900V07, 0631900U15, 0631900U14, 0631900U13, 0631900U11, 0631900U17, 0631900V05, 0631900V06, 06319-00U00, 0631900U12 and 0631900V04

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 claiming by, through or under grantors.

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:

US Hwy 41 & NE 30 Street, LLC, a dissolved Florida
Limited Liability Company by City First Mortgage Corp, it's
Managing Member
By: Peter Garcia, Vice President
Witness Name: [Signature]
Witness Name: Susan Rivera

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 29th day of June, 2015 by Peter Garcia, Vice President of City First Mortgage Corp. as Managing Member of US Hwy 41 & NE 30 Street, LLC, a dissolved Florida Limited Liability Company on behalf of said firm. He/she is personally known or [] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: Claribel Finlay

My Commission Expires: 1-21-2019

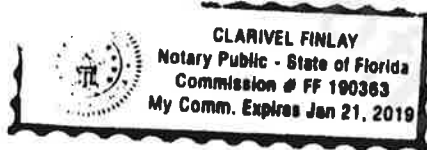


Exhibit A

A portion of ROBINSON'S ADDITION TO WILLISTON as per plat thereof recorded in Plat Book 3, Page 8, of the Public Records of Levy County, Florida, said parcel includes that portion of Lots 2 through 17 of Block D lying west of the East line of lands described as PARCEL NO. 1 and PARCEL NO.2 in O.R. Book 849, Page 317, Lots 1 through 32 of Block E, Lot 1 and Lots 14 through 32 of Block F, Lots 14 through 21 of Block C, Lots 1 through 32 of Block H, Lots 2 through 32 of Block I, Lots 1 through 32 of Block J, that portion of Lots 2 through 17 of Block K lying West of the East line of lands described as PARCEL NO. 1 and PARCEL NO.2 in O.R. Book 849, Page 317, that portion of Lots 2 through 18 of Block S, lying West of the East line of lands described as PARCEL NO. 1 and PARCEL NO. 2 in O.R. Book 849, Page 317, Lots 1 through 34 of Block T, Lots 1 through 34 of Block U, Lots 1 through 34 of Block V, that part of N.E. 1st Street lying South of Lot 13 Block F and Lot 22 Block G, N.E. 2nd Street, N.E. 3rd Street, that part of N.E. 4th Avenue lying within the boundary of those lands described as PARCEL NO. 1 and PARCEL NO. 2 in O.R. Book 849, Page 317, that part of N.E. 5th and 6th Avenue lying West of the East line of lands described as PARCEL NO. 1 and PARCEL NO. 2 in O.R. Book 849, Page 317. SUBJECT TO the road dedication as stated on the plat of aforesaid ROBINSON'S ADDITION TO WILLISTON and LESS the right-of-way for U.S. Highway No. 41 and Levy County Road No. C-316, the same being more particularly described by the following:

PARCEL NO. 1

THAT PORTION OF ROBINSON'S ADDITION TO WILLISTON AS RECORDED IN PLAT BOOK 3, PAGE 8, OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 19 EAST, SAID NORTHWEST CORNER BEING A FOUND NAIL AND CAP AT THE CENTERLINE INTERSECTION OF COUNTY ROAD 316 AND U.S. HIGHWAY 41; THENCE DEPART SAID CENTERLINE OF SAID SECTION 7, S 87°30'29" E., 50.00 FEET ALONG THE NORTH BOUNDARY OF SAID SECTION 7, ALSO BEING THE CENTERLINE OF COUNTY ROAD 316, TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY OF SAID U.S. HIGHWAY 41; THENCE S. 00°13'45" W., 40.00 FEET TO A POINT AT THE RIGHT-OF-WAY INTERSECTION OF COUNTY ROAD 316 AND U.S. HIGHWAY NO. 41, SAID POINT BEING THE POINT OF BEGINNING FOR THE FOLLOWING DESCRIBED PARCEL:

FROM THE POINT OF BEGINNING THENCE S. 00°13'45" W., 933.50 FEET ALONG THE EAST RIGHT-OF-WAY OF SAID U.S. HIGHWAY 41 TO A SET REBAR & CAP (2572); THENCE DEPARTING SAID RIGHT-OF-WAY S. 87°30'29" E., 934.00 FEET TO A SET REBAR & CAP (2572); THENCE N. 00°13'45" E. 933.50 FEET, TO A SET REBAR & CAP (2572) ON THE SOUTH RIGHT-OF-WAY OF COUNTY ROAD 316; THENCE N. 87°30'29" W., 934.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2

THAT PORTION OF ROBINSON'S ADDITION TO WILLISTON AS RECORDED IN PLAT BOOK 3, PAGE 8, OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 19 EAST, SAID NORTHWEST CORNER BEING A FOUND NAIL AND CAP AT THE CENTERLINE INTERSECTION OF COUNTY ROAD 316 AND U.S. HIGHWAY 41; THENCE DEPART SAID CENTERLINE INTERSECTION S. 87°30'29" E., 50.00 FEET ALONG THE NORTH BOUNDARY OF SAID SECTION 7, ALSO BEING THE CENTERLINE OF COUNTY ROAD 316, TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY SAID U.S. HIGHWAY 41; THENCE S. 00°13'45" W., 40.00 FEET TO A POINT AT THE RIGHT-OF-WAY INTERSECTION OF COUNTY ROAD 316 AND U.S. HIGHWAY NO. 41; THENCE CONTINUE S. 00°13'44" W., 933.50 FEET ALONG THE EAST RIGHT-OF-WAY OF SAID U.S. HIGHWAY 41 TO THE POINT OF BEGINNING; THENCE DEPART FROM SAID RIGHT-OF-WAY S. 87°30'29" E., 934.00 FEET; THENCE S. 00°13'45" W., 1649.54 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 19 EAST; THENCE N. 88°31'58" W., 933.49 FEET ALONG SAID

Exhibit A

(Continued)

BOUNDARY LINE TO A POINT ON THE EAST RIGHT-OF-WAY OF SAID U.S. HIGHWAY NO. 41; THENCE N. 00°13'45" E., 1666.45 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

PARCEL C:

A PARCEL OF LAND IN LOTS 1 AND 2, BLOCK "E", N.E. 2ND STREET, AND IN LOTS 1 AND 2, BLOCK "F", N.E. 1ST STREET, AND IN LOTS 1 THROUGH 11, BLOCK "G", OF ROBINSON'S ADDITION TO WILLISTON, AS RECORDED IN PLAT BOOK 3, PAGE 8, OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA, AND BEING IN SECTION 7, TOWNSHIP 13 SOUTH, RANGE 19 EAST, LEVY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 19 EAST, LEVY COUNTY, FLORIDA, BEING AT THE INTERSECTION OF THE CENTERLINE OF STATE ROAD NO. 45 AND COUNTY ROAD NO. 316; THENCE SOUTH 87°30'20" EAST ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 15.252 METERS (50.04 FEET); THENCE SOUTH 00°12'42" WEST, A DISTANCE OF 12.202 METERS (40.03 FEET) TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 316 (A 24.384 METER (80.00 FOOT) RIGHT OF WAY), AND THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 45 (A 30.480 METER (100.00 FOOT) RIGHT OF WAY), AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°12'42" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 140.505 METERS (460.97 FEET); THENCE SOUTH 89°47'18" EAST, A DISTANCE OF 3.000 METERS (9.94 FEET); THENCE NORTH 00°12'42" EAST, A DISTANCE OF 127.383 METERS (417.92 FEET); THENCE NORTH 46°21'11" EAST, A DISTANCE OF 7.617 METERS (24.99 FEET); THENCE SOUTH 87°30'20" EAST, A DISTANCE OF 223.292 METERS (732.58 FEET); THENCE NORTH 02°29'40" EAST, A DISTANCE OF 7.500 METERS (24.61 FEET) TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 316; THENCE NORTH 87°30'20" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 232.090 METERS (761.45 FEET) TO THE POINT OF BEGINNING.

AND, LESS AND EXCEPT:

PARCEL D:

A PARCEL OF LAND BEING A PORTION OF ROBINSON'S ADDITION TO WILLISTON, FLORIDA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 8 OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA, LOCATED IN NORTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 19 EAST, LEVY COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 19 EAST, LEVY COUNTY, FLORIDA; THENCE SOUTH 87 DEGREES, 37'43" EAST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 80.49 FEET; THENCE SOUTH 02 DEGREES, 22'17" WEST, A DISTANCE OF 64.61 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF LEVY COUNTY ROAD NO. C-316 AS DESCRIBED IN O.R. BOOK 637, PAGE 765 AND THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES, 37'43" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 411.12 FEET TO THE EAST LINE OF LOT 2, BLOCK F OF ROBINSON'S ADDITION TO WILLISTON, FLORIDA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 8 OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES, 03'53" WEST, A DISTANCE OF 560.54 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK F OF SAID ROBINSON'S ADDITION TO WILLISTON, FLORIDA; THENCE NORTH 87 DEGREES, 36'57" WEST, A DISTANCE OF 439.27 FEET TO THE SOUTHWEST CORNER OF LOT 13, BLOCK G OF SAID ROBINSON'S ADDITION TO WILLISTON, FLORIDA; THENCE NORTH 00 DEGREES, 05'29" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 45 (U.S. HIGHWAY NO. 41), A DISTANCE OF 124.09

Exhibit A

(Continued)

FEET; THENCE SOUTH 89 DEGREES, 54'31" EAST, ALONG THE RIGHT-OF-WAY OF SAID STATE ROAD NO. 45 AS DESCRIBED IN O.R. BOOK 637, PAGE 765, A DISTANCE OF 9.84 FEET; THENCE NORTH 00 DEGREES, 05'29" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 417.92 FEET; THENCE NORTH 46 DEGREES, 13'58" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 24.99 FEET TO THE POINT OF BEGINNING.

AND, LESS AND EXCEPT:

Lots 20 and 21, Block I, ROBINSON'S ADDITION TO WILLISTON, according to the map or plat thereof, as recorded in Plat Book 3, Page(s) 8, of the Public Records of Levy County, Florida.

Lots 22 and 23, Block F, of ROBINSON'S ADDITION TO WILLISTON, according to the map or plat thereof, as recorded in Plat Book 3, Page(s) 8, of the Public Records of Levy County, Florida.

Lots 30 and 31, Block T, ROBINSON'S ADDITION TO WILLISTON, according to the map or plat thereof, as recorded in Plat Book 3, Page(s) 8, of the Public Records of Levy County, Florida.

Lots 12 and 13, Block T, ROBINSON'S ADDITION TO WILLISTON, according to the map or plat thereof, as recorded in Plat Book 3, Page(s) 8, of the Public Records of Levy County, Florida.

Lots 30 and 31, Block J, ROBINSON'S ADDITION TO WILLISTON, according to the map or plat thereof, as recorded in Plat Book 3, Page(s) 8, of the Public Records of Levy County, Florida.

AND, LESS AND EXCEPT:

Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29 of Block U, and Lots 1, 2, 3, 4, 5, 6, 7, 30, 31, 32 and 34 of Block V of ROBINSON'S ADDITION TO WILLISTON, according to the Plat thereof as recorded in Plat Book 3, Page (s) 8, of the Public Records of LEVY, County, Florida.

AND, LESS AND EXCEPT:

Lot 10, Block U, ROBINSON'S ADDITION TO WILLISTON, according to the map or plat thereof, as recorded in Plat Book 3, Page(s) 8, of the Public Records of Levy County, Florida.

AND, LESS AND EXCEPT:

Lot 12, Block U, ROBINSON'S ADDITION TO WILLISTON, according to the map or plat thereof, as recorded in Plat Book 3, Page(s) 8, of the Public Records of Levy County, Florida.



Attachment E:

Legal Description and Boundary Survey



EXHIBIT A

A PORTION OF ROBINSON'S ADDITION TO WILLISTON AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 8, OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA, LYING SOUTH OF COUNTY ROAD 316 (SW 12TH AVENUE) (RIGHT OF WAY WIDTH VARIES), AND LYING EAST OF U.S. HIGHWAY 41 (SW 7TH STREET) (RIGHT OF WAY WIDTH VARIES), ALL LYING IN THE NW ¼ OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 19 EAST, LEVY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7, SAID POINT BEING THE CENTERLINE INTERSECTION OF SAID COUNTY ROAD 316 AND U.S. HIGHWAY 41; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 7 AND THE CENTERLINE OF COUNTY ROAD 316, S.87°27'14"E., A DISTANCE OF 80.52 FEET; THENCE DEPARTING SAID NORTH BOUNDARY AND CENTERLINE, S.02°28'55"W., A DISTANCE OF 64.65 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID COUNTY ROAD 316; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, S.87°30'30"E., A DISTANCE OF 411.14 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: S.87°30'54"E., A DISTANCE OF 321.40 FEET; THENCE N.02°36'16"E., A DISTANCE OF 24.63 FEET; THENCE S.87°27'47"E., A DISTANCE OF 172.52 FEET TO A POINT ON THE WEST BOUNDARY OF BLOCK D, BLOCK K, BLOCK S AND ADJACENT TO PLATTED RIGHT OF WAY, PER PLAT OF AFOREMENTIONED ROBINSON'S ADDITION TO WILLISTON; THENCE DEPARTING THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 316, ALONG SAID WEST BOUNDARY, S.00°12'12"W., A DISTANCE OF 2579.77 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE N.W. ¼ OF SAID SECTION 7; THEN DEPARTING SAID WEST BOUNDARY, ALONG SAID SOUTH BOUNDARY, N.88°45'40"W., A DISTANCE OF 933.69 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF AFOREMENTIONED U.S. HIGHWAY 41; THENCE DEPARTING THE SOUTH BOUNDARY OF THE N.W. ¼ OF SAID SECTION 7, ALONG THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 41, N.00°12'51"E., A DISTANCE OF 2015.27 FEET TO THE S.W. CORNER OF LANDS DESCRIBED AS PARCEL D IN OFFICIAL RECORDS BOOK 960, PAGE 18 OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA; THENCE DEPARTING THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 41, ALONG THE SOUTH BOUNDARY OF SAID PARCEL D, S.87°27'19"E., A DISTANCE OF 440.02 FEET TO THE S.E. CORNER OF SAID PARCEL D, N.00°05'47"E., A DISTANCE OF 560.83 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 49.41 ACRES, MORE OR LESS.

Parcel ID	Legal Description
0631900E01	07-13-19 ROBINSON'S ADD
0631900E02	07-13-19 ROBINSON'S ADDITION
0631900E03	07-13-19 ROBINSON'S ADDITION
0631900E04	07-13-19 ROBINSON'S ADDITION
0631900E05	07-13-19 ROBINSON'S ADDITION
0631900E06	07-13-19 ROBINSON'S ADDITION
0631900E07	07-13-19 ROBINSON'S ADDITION
0631900E08	07-13-19 ROBINSON'S ADDITION
0631900E09	07-13-19 ROBINSON'S ADDITION
0631900E10	07-13-19 ROBINSON'S ADDITION
0631900E11	07-13-19 ROBINSON'S ADDITION
0631900E12	07-13-19 ROBINSON'S ADDITION
0631900E13	07-13-19 ROBINSON'S ADDITION
0631900E14	07-13-19 ROBINSON'S ADDITION

* 219 NORTH NEWNAN STREET 4TH FLOOR * JACKSONVILLE, FL 32202*

* PHONE: 904-337-6324 * FAX: 904-322-8424*



0631900E15	07-13-19 ROBINSON'S ADDITION
0631900E16	07-13-19 ROBINSON'S ADDITION
0631900E17	07-13-19 ROBINSON'S ADDITION
0631900E18	07-13-19 ROBINSON'S ADDITION
0631900E19	07-13-19 ROBINSON'S ADDITION
0631900E20	07-13-19 ROBINSON'S ADDITION
0631900E21	07-13-19 ROBINSON'S ADDITION
0631900E22	07-13-19 ROBINSON'S ADDITION
0631900E23	07-13-19 ROBINSON'S ADDITION
0631900E24	07-13-19 ROBINSON'S ADDITION
0631900E25	07-13-19 ROBINSON'S ADDITION
0631900E26	07-13-19 ROBINSON'S ADDITION
0631900E27	07-13-19 ROBINSON'S ADDITION
0631900E28	07-13-19 ROBINSON'S ADDITION
0631900E29	07-13-19 ROBINSON'S ADDITION
0631900E30	07-13-19 ROBINSON'S ADDITION
0631900E31	07-13-19 ROBINSON'S ADDITION
0631900E32	07-13-19 ROBINSON'S ADDITION
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0631900F32	07-13-19 ROBINSON'S ADDITION
0631900G14	07-13-19 ROBINSON'S ADDITION
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0631900G16	07-13-19 ROBINSON'S ADDITION
0631900G17	07-13-19 ROBINSON'S ADDITION
0631900G18	07-13-19 ROBINSON'S ADDITION

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0631900G19	07-13-19 ROBINSON'S ADDITION
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0631900G21	07-13-19 ROBINSON'S ADDITION
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0631900H02	07-13-19 ROBINSON'S ADDITION
0631900H03	07-13-19 ROBINSON'S ADDITION
0631900H04	07-13-19 ROBINSON'S ADDITION
0631900H05	07-13-19 ROBINSON'S ADDITION
0631900H06	07-13-19 ROBINSON'S ADDITION
0631900H07	07-13-19 ROBINSON'S ADDITION
0631900H08	07-13-19 ROBINSON'S ADDITION
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0631900I03	07-13-19 ROBINSON'S ADDITION
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0631900I05	07-13-19 ROBINSON'S ADDITION
0631900I06	07-13-19 ROBINSON'S ADDITION

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0631900I07	07-13-19 ROBINSON'S ADDITION
0631900I08	07-13-19 ROBINSON'S ADDITION
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0631900J17	07-13-19 ROBINSON'S ADDITION

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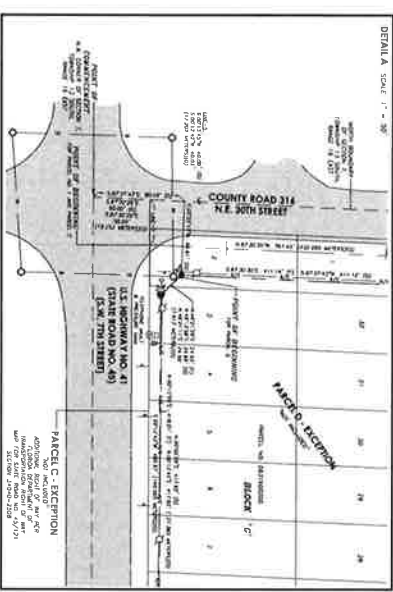
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0631900T01	07-13-19 ROBINSON'S ADDITION
0631900T02	07-13-19 ROBINSON'S ADDITION
0631900T03	07-13-19 ROBINSON'S ADDITION

SECTION 7, TOWNSHIP 13 SOUTH, RANGE 19 EAST LEVY COUNTY, FLORIDA

GRAPHIC SCALE
1" = 400' H



- LEGEND**
- 1. CENTERLINE OF HIGHWAY OR AVENUE
 - 2. RIGHT-OF-WAY OF HIGHWAY OR AVENUE
 - 3. FOUND 4" x 4" CONCRETE MONUMENT - 19 2083
 - 4. SET 5/8" IRON ROD & CAP - 19 5091
 - 5. FOUND 5/8" IRON ROD & CAP - 19 5091
 - 6. FOUND 5/8" IRON ROD & CAP - 19 5091
 - 7. FIELD MEASUREMENT
 - 8. DEDICATED
 - 9. DEDICATED
 - 10. DEDICATED
 - 11. DEDICATED
 - 12. DEDICATED
 - 13. DEDICATED
 - 14. DEDICATED
 - 15. DEDICATED
 - 16. DEDICATED
 - 17. DEDICATED
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 - 31. DEDICATED
 - 32. DEDICATED
 - 33. DEDICATED
 - 34. DEDICATED
 - 35. DEDICATED
 - 36. DEDICATED



OVERALL: 47.97 ACRES, MORE OR LESS

EXCEPTION	PARCEL NO.	IBS	BLOCK
1	0611907-22	22 & 23	Do Not Own
2	0611907-20	20 & 21	Do Not Own
3	0611907-20	20 & 21	Do Not Own
4	0611907-20	20 & 21	Do Not Own
5	0611907-20	20 & 21	Do Not Own
6	0611907-20	20 & 21	Do Not Own
7	0611907-20	20 & 21	Do Not Own
8	0611907-20	20 & 21	Do Not Own
9	0611907-20	20 & 21	Do Not Own
10	0611907-20	20 & 21	Do Not Own
11	0611907-20	20 & 21	Do Not Own
12	0611907-20	20 & 21	Do Not Own
13	0611907-20	20 & 21	Do Not Own
14	0611907-20	20 & 21	Do Not Own
15	0611907-20	20 & 21	Do Not Own
16	0611907-20	20 & 21	Do Not Own
17	0611907-20	20 & 21	Do Not Own
18	0611907-20	20 & 21	Do Not Own
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21	0611907-20	20 & 21	Do Not Own
22	0611907-20	20 & 21	Do Not Own
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30	0611907-20	20 & 21	Do Not Own
31	0611907-20	20 & 21	Do Not Own
32	0611907-20	20 & 21	Do Not Own
33	0611907-20	20 & 21	Do Not Own
34	0611907-20	20 & 21	Do Not Own
35	0611907-20	20 & 21	Do Not Own
36	0611907-20	20 & 21	Do Not Own

Owned by Covington
Owned by Covington

BOUNDARY AND TOPOGRAPHIC SURVEY FOR: COVINGTON DEVELOPMENT

R.M. BARRINEAU AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS

DATE: 8/20/15
BY: JLB

REVISIONS

1. ADD TOPOGRAPHIC DATA

2. REVS PER CLIENT COMMENTS

3. REVS PER RECEIPT OF NEW FILE COMM

NO. REVISIONS

DATE

SCALE: 1" = 100'

DATE: 8/20/15

BY: JLB

DATE: 8/20/15

BY: JLB

DATE: 8/20/15

BY: JLB



Attachment F:

FAA Review Application



Federal Aviation
Administration

[« OE/AAA](#)

Project Submission Success
Project Name: AE EN-000746809-22

Project AE EN-000746809-22 has been submitted successfully to the FAA.

Your filing is assigned Aeronautical Study Number (ASN):
2022-ASO-35226-OE

Please refer to the assigned ASN on all future inquiries regarding this filing.

Please return to the system at a later date for status updates.

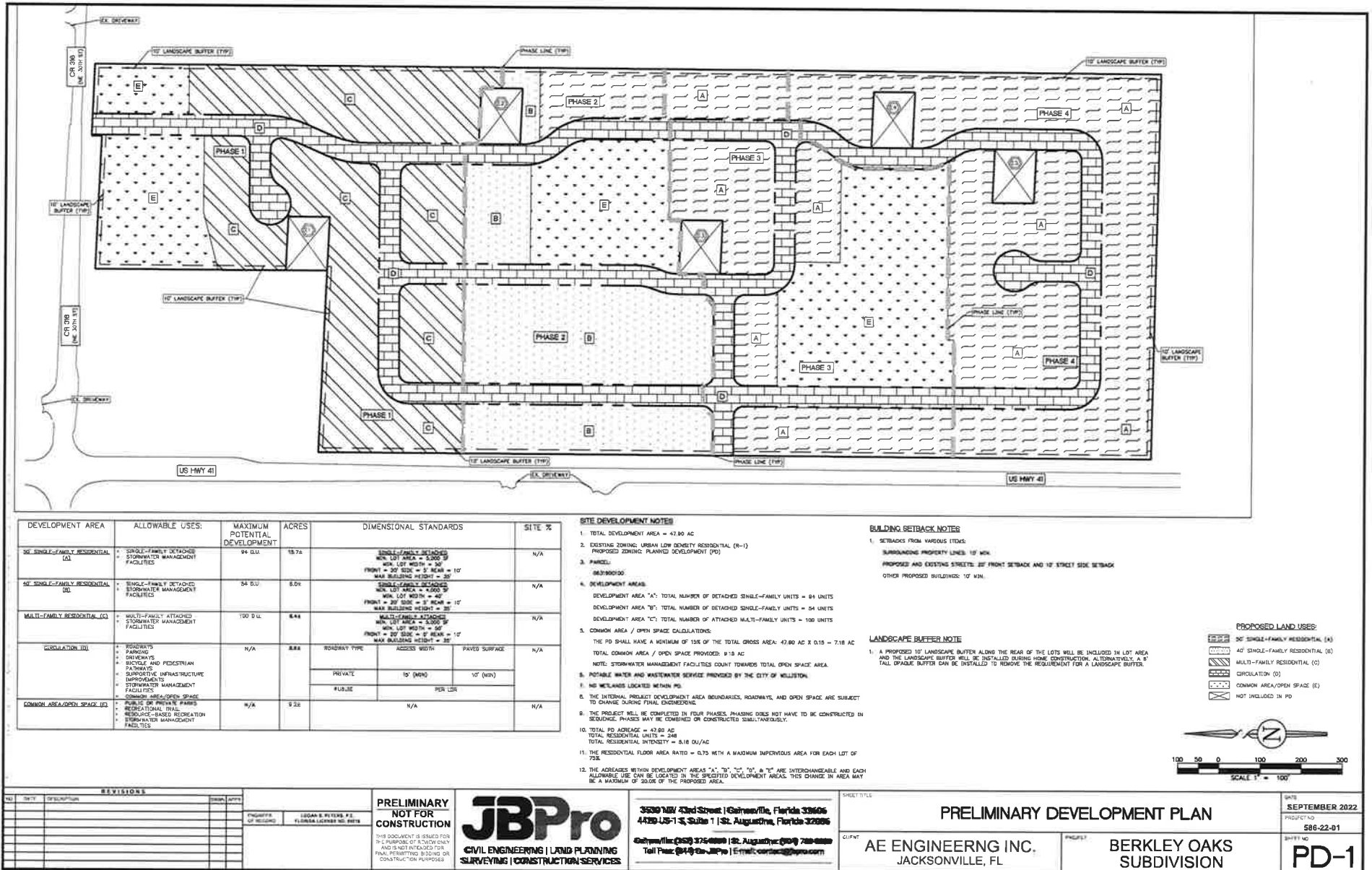
It is the responsibility of each e-filer to exercise due diligence to determine if coordination of the proposed construction or alteration is necessary with their state aviation department. Please use the link below to contact your state aviation department to determine their requirements:
[State Aviation Contacts](#)

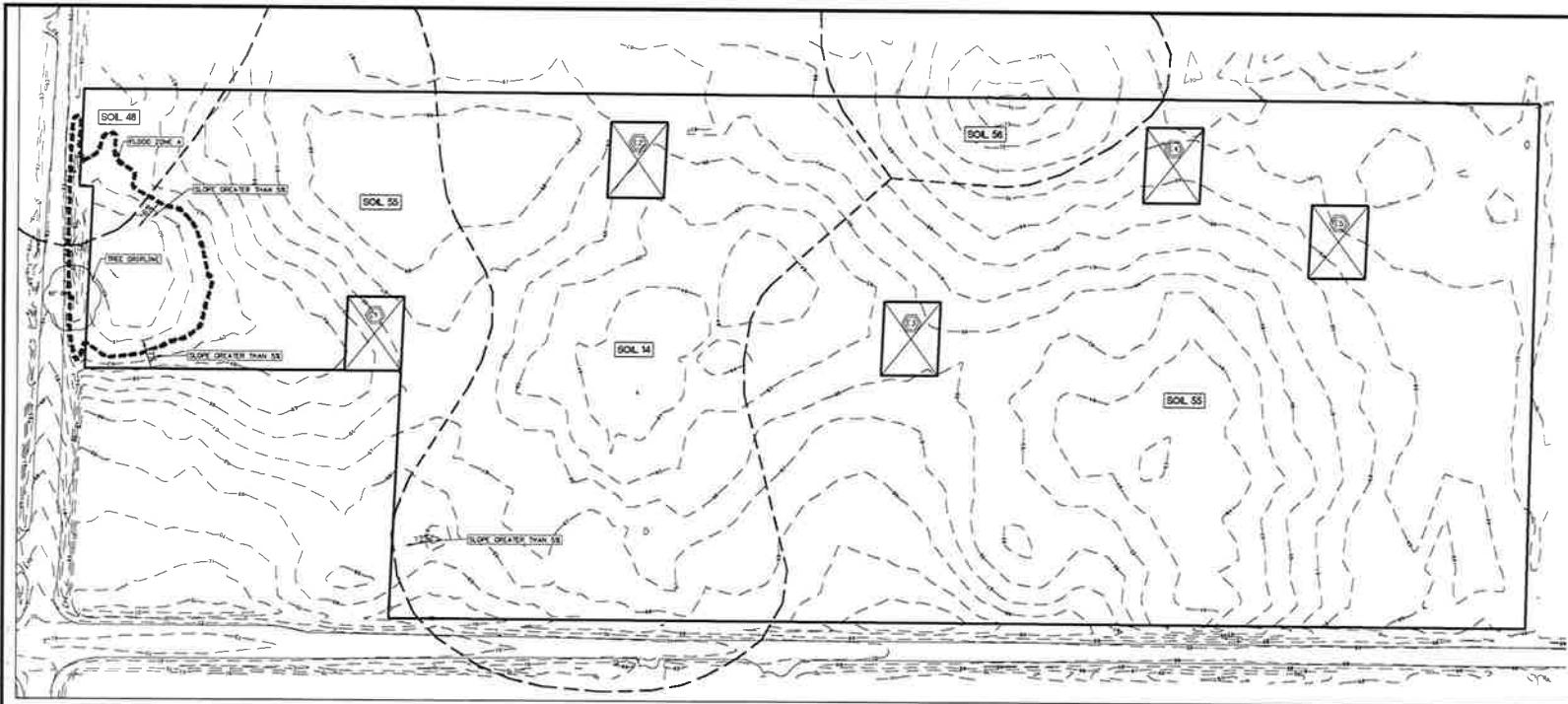
To ensure e-mail notifications are delivered to your inbox please add noreply@faa.gov to your address book. Notifications sent from this address are system generated FAA e-mails and replies to this address will NOT be read or forwarded for review. Each system generated e-mail will contain specific FAA contact information in the text of the message.



Attachment G:

Master Use Plan Exhibits





SOIL INFORMATION NOTES

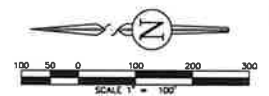
1. SOL 14 - SHADEVILLE-ORLA COMPLEX
TYPICAL PROFILE: FINE SAND AND FINE SANDY LOAM
HYDROLOGIC SOIL GROUP: A/B
2. SOL 48 - LUTHERVILLE-MORLAN COMPLEX
TYPICAL PROFILE: FINE SAND AND SANDY CLAY
HYDROLOGIC SOIL GROUP: A/C/D
3. SOL 55 - PEDRO-JACKSONVILLE-SHADEVILLE COMPLEX
TYPICAL PROFILE: FINE SAND, FINE SANDY LOAM, AND SANDY CLAY LOAM
HYDROLOGIC SOIL GROUP: A/B/D
4. SOL 58 - MORLAN-BUSWELL-HASSEL Limestone SUBSTRATUM, COMPLEX
TYPICAL PROFILE: FINE SAND, SANDY CLAY, SANDY CLAY LOAM, AND CLAY
HYDROLOGIC SOIL GROUP: B/D

TREE NOTE

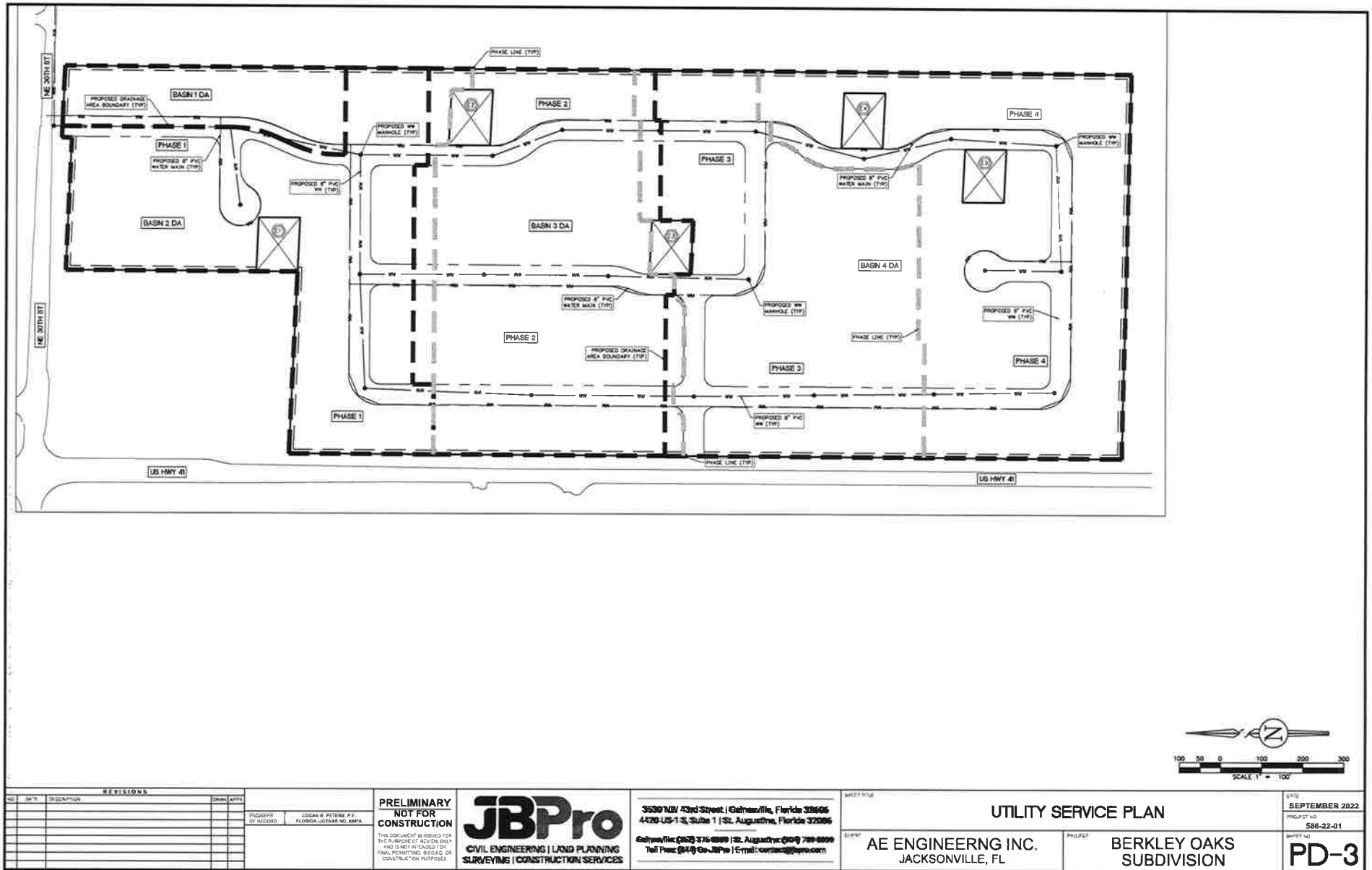
THERE ARE NO EXISTING TREES LOCATED ON THE SUBJECT PROPERTY.

FLOOD PLAN INFORMATION NOTE

THIS PROPERTY IS LOCATED IN FLOOD PANEL 1201450400F. THIS PROPERTY IS LOCATED IN FLOOD ZONE A.



REVISIONS				DATE SEPTEMBER 2022	PROJECT NO. 586-22-01
NO.	DATE	DESCRIPTION	APPROVED		



ORDINANCE NO. 703

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY OF WILLISTON COMPREHENSIVE PLAN PURSUANT TO AN APPLICATION BY COVINGTON FPC, LLC. FOR 47.9 +/- ACRES IDENTIFIED AS NUMEROUS PARCELS (ATTACHED AS EXHIBIT A) ON THE OFFICIAL RECORDS OF THE LEVY COUNTY PROPERTY APPRAISER, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN CHAPTER 1.63, FLORIDA STATUTES; CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COMMERCIAL TO MIXED USE ON CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF WILLISTON FLORIDA, DESCRIBED HEREIN; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, empowers the City Council of the City of Williston, Florida, hereinafter referred to as the City Council, to prepare, adopt, implement and amend A Comprehensive Plan;

WHEREAS, the City Council of the City of Williston, Florida, did on May 7, 2002, validly approve and adopt the City of Williston Land Development Regulations; and

WHEREAS, an application, RZ-2022-05, for an amendment, as described below, to the Current Zoning Map of the City of Williston Comprehensive Plan has been filed with the City;

WHEREAS, the Planning and Zoning Commission of the City of Williston, designated as the Local Planning Agency, did hold the required public hearing, with public notice having been provided, on said applications for amendments, as described below;

WHEREAS, the Planning and Zoning Commission of the City of Williston reviewed and considered all comments received during said public hearings and the Rezoning Report concerning said applications for amendments, as described below and recommended approval of the above reference applications to the City Council;

WHEREAS, the City Council did hold the required public hearings, under the provisions of the amendment procedures established in Chapters 163 and 166, Florida Statutes, on said applications for amendments, as described below, and at said public hearing, the City Council reviewed and considered all comments received during the public hearing, including the recommendation of the Planning and Zoning Commission, serving also as the Local Planning Agency.

WHEREAS, the City Council has determined and found said applications for amendments, as described below, to be consistent with the Future Land Use Element objectives and policies, and those of other affected elements of the City's Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLISTON,

FLORIDA, AS FOLLOWS:

Section 1. Application RZ-2022-05 by property owner to amend the City's Zoning Map by changing the zoning classification on the following described property described in Exhibit A, attached, from Residential Single Family to Mixed Use is hereby approved.

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. Future Land Use. The Comprehensive Plan Future Land Use Map designation changes enacted herein shall be incorporated into the Comprehensive Plan Future Land Use Map within 48 hours of this ordinance becoming effective.

Section 4. Effective Date. This Ordinance shall become effective immediately Passed on first reading, this 4th day of October, 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 16th day October, 2022.

ATTEST:

CITY OF WILLISTON

LATRICA WRIGHT
CITY CLERK

DEBRA JONES
PRESIDENT, CITY COUNCIL

KIERSTEN BALLOU
CITY ATTORNEY



EXHIBIT A

A PORTION OF ROBINSON'S ADDITION TO WILLISTON AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 8, OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA, LYING SOUTH OF COUNTY ROAD 316 (SW 12TH AVENUE) (RIGHT OF WAY WIDTH VARIES), AND LYING EAST OF U.S. HIGHWAY 41 (SW 7TH STREET) (RIGHT OF WAY WIDTH VARIES), ALL LYING IN THE NW ¼ OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 19 EAST, LEVY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7, SAID POINT BEING THE CENTERLINE INTERSECTION OF SAID COUNTY ROAD 316 AND U.S. HIGHWAY 41; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 7 AND THE CENTERLINE OF COUNTY ROAD 316, S.87°27'14"E., A DISTANCE OF 80.52 FEET; THENCE DEPARTING SAID NORTH BOUNDARY AND CENTERLINE, S.02°28'55"W., A DISTANCE OF 64.65 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID COUNTY ROAD 316; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, S.87°30'30"E., A DISTANCE OF 411.14 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: S.87°30'54"E., A DISTANCE OF 321.40 FEET; THENCE N.02°36'16"E., A DISTANCE OF 24.63 FEET; THENCE S.87°27'47"E., A DISTANCE OF 172.52 FEET TO A POINT ON THE WEST BOUNDARY OF BLOCK D, BLOCK K, BLOCK S AND ADJACENT TO PLATTED RIGHT OF WAY, PER PLAT OF AFOREMENTIONED ROBISON'S ADDITION TO WILLISTON; THENCE DEPARTING THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 316, ALONG SAID WEST BOUNDARY, S.00°12'12"W., A DISTANCE OF 2579.77 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE N.W. ¼ OF SAID SECTION 7; THEN DEPARTING SAID WEST BOUNDARY, ALONG SAID SOUTH BOUNDARY, N.88°45'40"W., A DISTANCE OF 933.69 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF AFOREMENTIONED U.S. HIGHWAY 41; THENCE DEPARTING THE SOUTH BOUNDARY OF THE N.W. ¼ OF SAID SECTION 7, ALONG THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 41, N.00°12'51"E., A DISTANCE OF 2015.27 FEET TO THE S.W. CORNER OF LANDS DESCRIBED AS PARCEL D IN OFFICIAL RECORDS BOOK 960, PAGE 18 OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA; THENCE DEPARTING THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 41, ALONG THE SOUTH BOUNDARY OF SAID PARCEL D, S.87°27'19"E., A DISTANCE OF 440.02 FEET TO THE S.E. CORNER OF SAID PARCEL D, N.00°05'47"E., A DISTANCE OF 560.83 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 49.41 ACRES, MORE OR LESS.

Parcel ID	Legal Description
0631900E01	07-13-19 ROBINSON'S ADD
0631900E02	07-13-19 ROBINSON'S ADDITION
0631900E03	07-13-19 ROBINSON'S ADDITION
0631900E04	07-13-19 ROBINSON'S ADDITION
0631900E05	07-13-19 ROBINSON'S ADDITION
0631900E06	07-13-19 ROBINSON'S ADDITION
0631900E07	07-13-19 ROBINSON'S ADDITION
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0631900E11	07-13-19 ROBINSON'S ADDITION
0631900E12	07-13-19 ROBINSON'S ADDITION
0631900E13	07-13-19 ROBINSON'S ADDITION
0631900E14	07-13-19 ROBINSON'S ADDITION

* 219 NORTH NEWNAN STREET 4TH FLOOR * JACKSONVILLE, FL 32202*

* PHONE: 904-337-6324 * FAX: 904-322-8424*



0631900E15	07-13-19 ROBINSON'S ADDITION
0631900E16	07-13-19 ROBINSON'S ADDITION
0631900E17	07-13-19 ROBINSON'S ADDITION
0631900E18	07-13-19 ROBINSON'S ADDITION
0631900E19	07-13-19 ROBINSON'S ADDITION
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0631900G14	07-13-19 ROBINSON'S ADDITION
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0631900G17	07-13-19 ROBINSON'S ADDITION
0631900G18	07-13-19 ROBINSON'S ADDITION

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0631900T03	07-13-19 ROBINSON'S ADDITION

Date: October 4, 2022

COUNCIL AGENDA ITEM

TOPIC: SafeBuilt Florida, LLC. Contract

PREPARED BY: Laura Jones, City Planner

BACKGROUND / DESCRIPTION:

SafeBuilt Florida, LLC. provides the City of Williston with Building Official services. The contract expired this year and the City extend a request for proposals as per our procurement policy. SafeBuilt Florida, LLC. responded (only corporation that did) and City Staff would like to renter into a new contract.

LEGAL REVIEW: Completed

FISCAL IMPACTS: Refer to Fee Schedule

RECOMMENDED ACTION: Approve Resolution 2022-78 Professional Services Agreement between the City of Williston, Florida and SafeBuilt Florida, LLC.

**ATTACHMENTS: Resolution 2022-78
Professional Services Agreement between the City of Williston, Florida and
SafeBuilt Florida, LLC.**

COMMISSION ACTION:

 APPROVED

 DISAPPROVED

Date: October 4, 2022

COUNCIL AGENDA ITEM

RESOLUTION 2022-78:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILLISTON, FLORIDA, APPROVING THE PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF WILLISTON AND SAFE BUILT,
LLC, FOR BUILDING INSPECTION SERVICES; AUTHORIZING THE
APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO
EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF
WILLISTON; AND PROVIDING AN EFFECTIVE DATE**

REQUESTED BY: LAURA JONES, CITY PLANNER

PREPARED BY: KIERSTEN BALLOU CITY ATTORNEY

FISCAL IMPACTS: SEE ATTACHED FEE SCHEDULE

RECOMMENDED ACTION: STAFF RECOMMENDS APPROVAL.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2022-78	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> CONTRACT AGREEMENT	

COUNCIL ACTION:

☐ APPROVED

☐ DENIED

RESOLUTION NUMBER 2022-78

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILLISTON, FLORIDA, APPROVING THE PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF WILLISTON AND SAFEbuilt,
LLC, FOR BUILDING INSPECTION SERVICES; AUTHORIZING THE
APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO
EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF
WILLISTON; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City of Williston is in need of building inspection services;

WHEREAS, the City of Williston issued Request for Proposal No. BO2022-01, Building Inspection Services Residential and Commercial Properties, in an effort to seek potential qualified vendors to provide plan review, inspection and other building department related services; and

WHEREAS, on September 13, 2022, the City of Williston's evaluation committee convened to review and rank the prospective vendors; and

WHEREAS, pursuant to the RFP, the City of Williston accepted competitive proposals for RFP No. BO2022-01, Building Inspection Services Residential and Commercial Properties; and

WHEREAS, SAFEbuilt, LLC submitted a proposal pursuant to the above-reference RFP; and

WHEREAS, SAFEbuilt submitted a proposed Professional Services Agreement to memorialize the agreement between the parties regarding the services and compensation to be rendered related to the above-referenced RFP; and

WHEREAS, the City Manager and City Council President are appropriate parties to execute documents related to such Professional Services Agreement; and

WHEREAS, the City Council has determined it is in the City's best interest to authorize the City Manager and City Council President to execute this Professional Services Agreement, an unexecuted copy of which is attached hereto as Exhibit A and any other such documents as are required to enter into the Professional Services Agreement.

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

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

Section 2. The City Council hereby approves the Professional Services Agreement between the City of Williston and SAFEbuilt, LLC, attached hereto and incorporated herein as Exhibit A.

Section 3. The City Manager and City Council President are hereby authorized to execute on behalf of the City such documents as are required to enter the Professional Services Agreement.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of September, 2022.

CITY OF WILLISTON, FLORIDA

BY: _____
Debra Jones, City Council President

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

Approved as to Form and Legality:

Latricia Wright, City Clerk

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF WILLISTON, FLORIDA
AND SAFEbuilt FLORIDA, LLC**

This Professional Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2022, by and between the City of Williston, a Florida municipal corporation ("Municipality") and SAFEbuilt Florida, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality issued Request for Proposal No. BO2022-01, Building Inspection Services Residential and Commercial Properties, in an effort to seek potential qualified vendors to provide plan review, inspection and other building department related services; and

WHEREAS, on September 13, 2022, the Municipality's evaluation committee convened to review and rank the prospective vendors; and

WHEREAS, pursuant to RFP, Municipality accepted competitive proposals for RFP No. BO2022-01, Building Inspection Services Residential and Commercial Properties (the Services); and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services on an as-needed basis in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality in accordance with State of Florida, Chapter 468, Florida Statutes. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be for one (1) year. Agreement shall automatically renew for subsequent two (2) year terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Municipality may terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice, with or without cause. Consultant may terminate this Agreement, or any part of this Agreement, upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific

employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that Consultant shall be deemed to be an agent of the Municipality for purposes of Section 768.28 Florida Statute.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes

without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Terry Bovaird, City Manager City of Williston 50 NW Main Street Williston, FL 32696 City.Manager@Willistonfl.org	Matt K. Causley, COO SAFEbuilt, LLC 10720 Caribbean Blvd, Suite 650 Cutler Bay, FL 33189 Jessica Adkins, Account Manager Email: jladkins@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. SCRUTINIZED COMPANIES

Consultant verifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Consultant agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Municipality may immediately terminate this Agreement if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(3), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

30. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS

This Agreement is subject to State of Florida Code of Ethics. Agreement may be subject to Code of Ethics and investigation and/or audit by the Inspector General. Accordingly, there are prohibitions and limitation on the employment of Municipal officials and employees and contractual relationships providing a benefit to the same.

31. PUBLIC RECORDS

Pursuant to section 119.071, Florida Statutes, Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and agrees to:

- A. Keep and maintain all public records that ordinarily and necessarily would be required by Municipality to keep and maintain in order to perform Services under this Agreement.
- B. Upon request from Municipality's custodian of public records, provide copies to Municipality within a reasonable time and public access to said public records on the same terms and conditions that Municipality would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining said public records and transfer, at no cost, to Municipality all said public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to Municipality in a format that is compatible with the information technology systems of Municipality.
- E. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF**

**PUBLIC RECORDS AT (352) 528-3060, CITY.CLERK@WILLISTONFL.ORG, 50 NW
MAIN STREET, WILLISTON, FLORIDA 32696.**

32. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Florida, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

33. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

34. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

35. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

36. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

SAFEbuilt FLORIDA, LLC

CITY OF WILLISTON

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

✓ Building Official Services

- Be a resource for Consultant team members, Municipal staff, and applicants
- Help guide citizens through the complexities of the codes in order to obtain compliance
- Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- Assist Municipal staff in revising and updating municipal code to comply with adopted requirements
- Provide Building Code interpretations for final approval
- Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- Attend staff and council meetings as mutually agreed upon
- Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- Responsible for client and applicant satisfaction
- Work with Municipal staff to establish and/or refine building department processes
- Issue stop-work notices for non-conforming activities related to provided services – as needed

✓ Building, Electrical, Plumbing, and Mechanical Inspection Services

- Consultant utilizes an educational, informative approach to improve the customer's experience.
- Perform code compliant inspections to determine that construction complies with approved plans
- Meet or exceed agreed upon performance metrics regarding inspections
- Provide onsite inspection consultations to citizens and contractors while performing inspections
- Return calls and emails from permit holders in reference to code and inspection concerns
- Identify and document any areas of non-compliance
- Leave a copy of the inspection ticket and discuss inspection results with site personnel

✓ Plan Review Services

- Provide plan review services electronically or in the traditional paper format
- Review plans for compliance with adopted building codes, local amendments or ordinances
- Be available for pre-submittal meetings by appointment
- Coordinate plan review tracking, reporting, and interaction with applicable departments
- Provide feedback to keep plan review process on schedule
- Communicate plan review findings and recommendations in writing
- Return a set of finalized plans and all supporting documentation
- Provide review of plan revisions and remain available to applicant after the review is complete

✓ Permit Technician Services

- Provide qualified individuals to perform the functions of this position
- Facilitate the permitting process from initial permit intake to final issuance of permit
- Review submittal documents and request missing information to ensure packets are complete
- Provide front counter customer service as necessary
- Answer questions concerning the building process and requirements at the counter or over the phone
- Form and maintain positive relationships with Municipal staff and maintain a professional image
- Determine permit fees based on Municipal fee schedule as established by ordinance, if requested
- Work with Municipal Clerk to facilitate Freedom of Information Act (FOIA) requests, if requested
- Provide inspection scheduling and tracking to ensure code compliance

- Act as an office resource to inspectors in the field
- Process applications for Municipal Boards and Commissions – if requested
- Provide input, tracking and reporting to help increase efficiencies
- ✓ Code Enforcement Services
 - Customize our approach at the direction of Municipal Council/Board and staff
 - Customize services in compliance with applicable Municipal code and ordinance requirements
 - Proactively work with Municipality and its citizens to maintain a safe and desirable community
 - Respond to and investigate code violations as provided/requested in writing by a municipal official
 - Post violation notices and provide initial citizen notifications and follow-up inspections
 - Address specific code enforcement issues at the direction of Municipality
 - Provide monthly written reports
 - Assist in the preparation of cases for court appearances, provide presentations and attend meetings as requested
 - Participate in educational activities and customer service surveys related to code enforcement
 - Provide professional recommendations for code revisions – as needed
 - Make presentations to Municipal boards as requested
 - Provide agreed upon reports to demonstrate our performance against set measurements
- ✓ Reporting Services
 - ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS

- Municipality will issue permits and collect all fees
- Municipality will provide Consultant with a list of requested inspections and supporting documents
- Municipality will intake plans and related documents for pick up by Consultant or submit electronically
- Municipality will provide a monthly activity report that will be used for monthly invoicing
- Municipality will provide zoning administration for projects assigned to Consultant
- Municipality will provide codes books for front counter use
- Municipality will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax
- Municipality will adopt a fee schedule for building department services agreed upon by both Parties

3. TIME OF PERFORMANCE

- Consultant will perform Services during normal business hours excluding Municipal holidays
- Services will be performed on an as-requested basis
- Services will be performed two (2) days a week, four (4) hours per day minimum
- Building Official will be on-site at the Municipal offices Tuesday and Thursday or as mutually agreed upon
- Building Official will be available to Municipality by text, cell phone and email (TX)
- Permit Technician will be on-site two (2) days a week; Tuesday and Thursday for four (4) hours a day
- Inspectors will be dispatched on an as-requested basis
- Inspectors will be dispatched daily or as-requested
- Consultant representative(s) will be on-site weekly based on activity levels
- Consultant representative(s) will be available by cell phone and email
- Consultant representative(s) will meet with the public by appointment
- Additional Inspectors will be dispatched on an as-needed basis

Deliverables			
INSPECTION SERVICES	Perform inspections within twenty-four (24) business hours of receiving inspection request(s) from Municipality		
TWO HOUR INSPECTION WINDOW	Permit holder may request a phone call the morning of the inspection with a two (2) hour ETA inspection time		
MOBILE RESULTING	Provide our inspectors with field devices to enter results immediately		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	<ul style="list-style-type: none"> ✓ Single-family within ✓ Multi-family within ✓ Small commercial within (under \$2M in valuation) ✓ Large commercial within 	<ul style="list-style-type: none"> 5 business days 10 business days 10 business days 20 business days 	<ul style="list-style-type: none"> 5 business days or less 5 business days or less 5 business days or less 10 business days or less

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- ✓ Beginning January 01, 2024 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

Service Fee Schedule:	
Building Official <ul style="list-style-type: none">– Commercial & residential plan review services for all trades– Commercial & residential inspections for all trades	80% of Municipal Permit Fee as established by ordinance or resolution
Additional Services – Upon Request	
After Hours/Emergency Inspection Services	\$125.00 per hour – two (2) hour minimum
Code Enforcement Services	\$78.00 per hour – two (2) hour minimum
Permit Technician Services	\$68.00 per hour – two (2) hour minimum
Time tracked includes roundtrip travel time between Consultant's location and Municipality/inspection site.	

Date: 9/26/2022

COUNCIL AGENDA ITEM

RESOLUTION 2022-79:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WILLISTON AND 1220G DEVELOPMENT, LLC, REGARDING UTILITY SERVICES TO MORALES/GODDARD RV PARK; AUTHORIZING THE APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE

REQUESTED BY: LAURA JONES, CITY PLANNER/ DONALD BARBER, PUBLIC WORKS SUPERVISOR

PREPARED BY: KIERSTEN BALLOU CITY ATTORNEY

FISCAL IMPACTS: TBD

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2022-79	<input checked="" type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> CONTRACT AGREEMENT	

COUNCIL ACTION:

☐ APPROVED

☐ DENIED



RESOLUTION NUMBER 2022-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WILLISTON AND 1220G DEVELOPMENT, LLC, REGARDING UTILITY SERVICES TO MORALES/GODDARD RV PARK; AUTHORIZING THE APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the property owner of Morales/Goddard RV Park has received Special Exception Order SE 03-17, dated December 19, 2017, by Board of Commissioners of Levy County for an RV Park; and

WHEREAS, the Board of Commissioners of Levy County concurrently approved associated Ordinances 2017-020 and 2017-021; and

WHEREAS, the City of Williston provided a letter, dated August 28, 2017, to the Chairman of the Board of Commissioners of Levy County in support of the proposed project indicating it is willing and able to provide water and sewer to the proposed project; and

WHEREAS, the Levy County Special Exception Order SE 03-17 contains Condition No. 10, stating "The Applicant must provide an agreement for commitment of provision of water and sewer service to the Subject Property approved by the City of Williston prior to any site work or commencement of construction on the Subject Property. A commitment for water/sewer capacity provided by the City of Williston will not be sufficient to comply with this condition."; and

WHEREAS, the City began meetings with 1220G Development, LLC, (hereinafter "Developer"), on February 2, 2022 on the subject property to discuss a potential list of public services which could be provided by the City of Williston to the proposed project which included water and sewer; and concluded August 23, 2022 meeting that the City's Engineer, Wright-Pierce, would need to augment their existing conditions water model to model various water service and onsite well models and connection alternatives specific to the Morales/Goddard RV Park proposed project; and

WHEREAS, the City's Engineer, Wright-Pierce, would also need to determine sewer system conveyance options to convey wastewater from the subject site (Goddard/Morales) along with several other potential development sites in and around the City; and

WHEREAS, the City Manager and City Council President are appropriate parties to execute documents related to such Memorandum of Understanding; and

WHEREAS, the City Council has determined it is in the City's best interest to authorize the City Manager and City Council President to execute this Memorandum of Understanding, an unexecuted copy of which is attached hereto as Exhibit A.

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

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

Section 2. The City Council hereby approves the Memorandum of Understanding between the City of Williston and 1220G Development, LLC, attached hereto and incorporated herein as Exhibit A.

Section 3. The City Manager and City Council President are hereby authorized to execute on behalf of the City the Memorandum of Understanding.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this 4th day of October, 2022.

CITY OF WILLISTON, FLORIDA

BY: _____
Debra Jones, City Council President

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

Approved as to Form and Legality:

Latricia Wright, City Clerk

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the **City of Williston** (the "City"), and the **1220G Development, LLC** (the "Developer") regarding the potential development of real property owned by Jose Morales and Helen Goddard and located in the general vicinity of Highway 27 and proximate to the eastern boundary of Levy County (known as Morales/Goddard RV park), described in attachments to this MOU (the "Project").

WHEREAS, the property owner has received Special Exception Order SE 03-17, dated December 19, 2017, by Board of Commissioners of Levy County for an RV Park; and

WHEREAS, the Board of Commissioners of Levy County concurrently approved associated Ordinances 2017-020 and 2017-021; and

WHEREAS, the City of Williston provided a letter, dated August 28, 2017, to the Chairman of the Board of Commissioners of Levy County in support of the Project indicating it is willing and able to provide water and sewer to the Project; and

WHEREAS, the Levy County Special Exception Order SE 03-17 contains Condition No. 10, stating "The Applicant must provide an agreement for commitment of provision of water and sewer service to the Subject Property approved by the City of Williston prior to any site work or commencement of construction on the Subject Property. A commitment for water/sewer capacity provided by the City of Williston will not be sufficient to comply with this condition."; and

WHEREAS, the City began meetings with Developer, on February 2, 2022 on the subject property to discuss a potential list of public services which could be provided by the City of Williston to the Project which included water and sewer; and concluded August 23, 2022 meeting that the City's Engineer, Wright-Pierce, would need to augment their existing conditions water model to model various water service and onsite well models and connection alternatives specific to the Morales/Goddard RV Park Project; and

WHEREAS, the City's Engineer, Wright-Pierce, would also need to determine sewer system conveyance options to convey wastewater from the subject site (Goddard/Morales) along with several other potential development sites in and around the City.

NOW, THEREFORE, the City, and the Developer agree as follows:

1. Purpose. The purpose of this MOU is to outline, a final proposed plan to be carried out by the City and Developer to formally execute a Development Agreement to provide water and sewer services to the Project. It is the intent of the parties that an agreement will

be necessary for City of Williston Council to approve public utility services for water and sewer and Levy County approval of a formal site plan for development of the Project by the Board of Commissioners of Levy County under approved Special Use Exception 03-17.

2. Design/Engineering work: Water/Sewer Services - Wright-Pierce has completed an existing condition water model for the City of Williston. They have requested additional services to model out various well water and connection scenarios to determine the appropriate configuration for service delivery of water to the Project due to the location of the Project being outside of the City boundary. Wright-Pierce has also requested additional services to determine alternatives for conveyance for sewer from the Project to several other proposed sites around the City. The City is requesting the Developer pay for the additional services of Wright-Pierce to determine the final services delivery of water and sewer systems to complete a formal Development Agreement for these specific Services to be provided by the City.

3. Costs: City presented to Developer costs of \$9,760 Additional Services for Wright-Pierce to perform services for water scenarios and up to \$15,574 to perform services for sewer scenarios. Developer agrees to reimburse City for its out-of-pocket water of \$9,760 and a portion of sewer of Not To Exceed \$15,574 maximum cost, which shall be shared with other developments under consideration by the City.

4. Timing: During such period Wright-Pierce is performing its work plus an additional 90 days after completion of Consultant's work for finalization of the Development Services agreement for public services, the City and Developer will agree that such final determination of services is predicated on conclusion of and acceptance of Wright-Pierce Additional Services scope of work proposed by City to Developer to satisfy City's requirements to formalize the Development Services agreement with Developer.

5. Commitment: City agrees to Developer that it will be the services provider for water and sewer services to their Project. City further will commit that this MOU will be recognized temporarily for the period in Item 4, that it has registered the Developer's Project to reserve City's utility services of water and sewer for determination of delivery, conveyance, and capacity for its Project while Design/Engineering work is being completed and City/Developer finalize Development Services agreement from final consultant conclusions.

6. Cooperation: City and Developer under this MOU, are establishing this arrangement for their mutual benefit to cooperatively work together to provide water and sewer services outside of the City boundaries to serve Developer's Project and create value to the City for utilities services and future development projects. This MOU is intended to set-forth the intent, understandings and independent obligations between the City, and the Developer in their joint effort to bring about the Utility Services Development Agreement for the Morales/Goddard RV development on the terms outlined herein.

7. General Provisions. Nothing herein is intended or shall be construed to confer upon any person or entity other than the parties hereto and their successors or assigns, any rights

or remedies under or by reason of this MOU. Neither this MOU, nor any rights or obligations hereunder may be assigned, delegated or conveyed by either party without the prior written consent of the other Party. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement, and the transmission of signature pages to this MOU by facsimile or as portable document format attachments to electronic mail shall constitute effective execution and delivery of this MOU and may be used in lieu of original signature pages of this MOU or all purposes.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date set forth above.

1220G Development, LLC

By: _____
Name: James Izzo
Title: Manager

City of Williston

By: _____
Name: _____
Title: _____

October 4, 2022

CITY COUNCIL AGENDA ITEM

TOPIC: RESOLUTION # 2022-81 -PROFESSIONAL CONSULTING SERVICES FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR THE PLANNING DEPARTMENT WITH WRIGHT-PIERCE, INC

PREPARED BY: Laura Jones, City Planner

BACKGROUND / DESCRIPTION:

The Planning department has requested a proposal from Wright-Pierce for task by task assignments as needed. These tasks will include, private development reviews, code interpretations, and planning assistance.

The City already has a General Services contract with Wright-Pierce to perform various projects on a task by task basis. Upon approval, Wright-Pierce and its subconsultants will provide professional engineering services requested by the City-Planner or City Manager.

Wright-Pierce will also provide professional engineering services under the role of City Engineer Representative assigning Mr. Nickle to work in City Hall to assist City Staff on engineering-related matters as they arise.

LEGAL REVIEW: NA

FISCAL IMPACTS: Not to exceed \$25,000

RECOMMENDED ACTION: Approve Resolution #2022-81

ATTACHMENTS: Proposal
Resolution 2022-81

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION 2022-81

A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE WILLISTON CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT FOR PROJECT-SPECIFIC PROFESSIONAL CONSULTING SERVICES FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR THE PLANNING DEPARTMENT WITH WRIGHT-PIERCE, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Williston entered into a general Professional Consulting Services agreement with Wright-Pierce, Inc. on July 7, 2017; and

WHEREAS, The City of Williston extended this general Professional Consulting Services agreement on July 19, 2022; and

WHEREAS, The City of Williston desires to enter into an agreement with Wright-Pierce, Inc. for a project-specific Professional Consulting Services for Miscellaneous Professional Services for the Planning Department; and

WHEREAS, the City has determined that it will be mutually beneficial for City planning staff to consult with Wright-Pierce regarding development matters affecting the City such as development reviews, code interpretations, planning assistance, grant application assistance, and other matters as they arise; and

WHEREAS, Wright-Pierce has submitted a proposal to be authorized between the City of Williston and Wright-Pierce, Inc.; and

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

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

SECTION 2. The City Council hereby accepts the quote and contract from Wright-Pierce, Inc. hereby exhibited as Exhibit A.

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

This space left intentionally blank

PASSED AND ADOPTED on _____, 2022.

CITY OF WILLISTON, FLORIDA

Debra Jones, President
Williston City Council

ATTEST: Latricia Wright
City Clerk

September xx, 2022

Terry Bovaird, Interim City Manager
City of Williston, FL
50 North West Main Street
Williston, FL. 32696

SUBJECT: Professional Services Task Order for City Engineering Services

Dear Mr. Bovaird,

Wright-Pierce appreciates the opportunity to submit this Task Order to provide City Engineering Services to continue our support of the frequent and ongoing needs of City staff. As requested, we will be providing services to address a wide range of short and long-term needs including engineering and planning consultation, operations and maintenance, grant funding and development review as they arise within the City.

Project Background and Understanding

The City has a General Services Contract with Wright-Pierce to perform various projects on a task-by-task basis. To date, Wright-Pierce has performed 18 larger task assignments; and under one of these tasks, our miscellaneous services task, we assisted the Public Works Department with over 16 smaller assignments/consultations. Wright-Pierce has also just submitted a proposal to the City's Planning Department to provide review services on the City's behalf for private development, along with other requested planning services and grant assistance.

Even with these various contracting mechanisms in place, City staff routinely needs additional support and input from a professional engineer. Planning and Public Works staff have requested that Wright-Pierce take on a more prominent role by acting in the capacity of a City Engineer on a part-time basis. Mr. Walt Nickel would serve in that role as a Wright-Pierce employee. Mr. Nickel is a registered Florida Professional Engineer (PE) and has over 37 years of design and consulting experience for public and private projects and lives and works in Gainesville. Over the past year, the City's administrative staff, Planning Department, and Public Works Department have been working closely with Walt on many of the recent task assignments. He is at City Hall on nearly a weekly basis for various meetings, attends many of the City council meetings, and is well-versed in the planning and infrastructure improvement activities within the City.

Scope of Services

Wright-Pierce will provide professional engineering services under the role of City Engineer Representative by assigning Mr. Nickel to work in City Hall to assist City staff on engineering-related matters as they arise. These services may include:

- Conducting minor plan and development reviews.
- Providing recommendations on land development and planning codes
- Consulting with department heads on engineering-related issues.
- Assisting with capital improvement planning and budget estimating for City infrastructure projects.
- Attending staff meetings.
- Assisting with grant opportunities from an engineering perspective and applying for grants.
- Coordinating with City staff overseeing private developments within the City.
- Coordinating with City staff overseeing public infrastructure within the City service areas.
- Attending up to two City council meetings per month.
- Attending up to one City Planning and Zoning meeting per month.

These City Engineer services are intended to aid City staff and supplement other Wright-Pierce task order assignments but will not replace them. Our City Engineer Representative will be able to provide much of the technical and professional input needed by the City, but they may still need to rely on others within Wright-Pierce for the wide range of expertise that Wright-Pierce provides. Technical experts such as hydraulic engineers, pump designers, water system modelers, wastewater engineers, cad technicians, etc. many still be needed, and if so, those services will be billed under this City Engineer agreement as additional services, or under the other miscellaneous services task order assignments as deemed most appropriate.

Mr. Nickel will serve as the main City Engineer Representative on behalf of Wright-Pierce. However, others may also fill this role as mutually agreed upon by both parties.

Deliverables

The City Engineer Representative will provide a status report on ongoing activities to City Council at each of their regularly scheduled council meetings. Other deliverables will be provided as appropriate for each assignment/service performed under this contract.

Schedule

Since several City department meetings are held on Tuesday and Thursday afternoons, City staff recommends that the City Engineer Representative work in City Hall for four hours per day on those afternoons. These hours and days can be adjusted up or down to better accommodate City needs.

Fee Estimate

Estimated Base Fee:

- City Engineer Representative – In-City Services, 4 hours per day, two days per week, 48 weeks per year = \$XX,XXX per year.
- City Engineer Representative – City Council Meeting Attendance, 2 hours per meeting, two times per month, 11 months per year = \$XX,XXX per year.

September xx, 2022

Terry Bovard, Interim City Manager

Page 3 of 4

- City Engineer Representative – Planning and Zoning Meeting Attendance, 2 hours per meeting, one time per month, 11 months per year = \$XX,XXX per year.

Additional Services as Needed:

- Billed at hourly rates.

We will complete these services on a time and material basis unless additional compensation is approved by the City. Invoices will be based on our employees' hourly rate times a 3.15 multiplier. Expenses will be billed at cost and subconsultants costs will be billed at cost plus a 10% markup. Wright-Pierce will invoice the City monthly and provide a monthly summary report of the services provided during each monthly invoicing period.

Clarification

The City Engineer Representative(s) and others providing Additional Services as needed remain employees of Wright-Pierce and receive all compensation, benefits and management oversight from Wright-Pierce. They are not considered employees of the City. Wright-Pierce will provide staff with appropriate computers and cell phones. However, the City shall provide a workspace for the City Engineer Representative, preferably within City Hall, on the days noted under Schedule. This workspace shall include internet access and access to a copy machine and printer.

We appreciate the opportunity to present this proposal and to serve the City of Williston. Should you have any questions or require additional information, please do not hesitate to contact me at (407) 785-5794 or at the e-mail address below.

Sincerely,

WRIGHT-PIERCE



Dennis Davis, PE
Senior Client Service Manager
Dennis.davis@wright-pierce.com



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

Miscellaneous Professional Services Task Order for the Planning Department

Contract Acceptance Signatures

Engineer: Wright-Pierce, Inc.

Owner: City of Williston

By: _____
Signature

By: _____
Signature

Date: August 25, 2022,
Ryan Wingard, PE
Vice President

Date: _____
Debra Jones
City Council President

September 23, 2022

Laura Jones, Community Development & Grants Manager
City of Williston, FL
50 North West Main Street
Williston, FL. 32696

SUBJECT: Task Order for Miscellaneous Professional Services for the Planning Department

Dear Laura,

Wright-Pierce would like to thank the City of Williston (City) for the opportunity to submit this Task Order to provide professional engineering services associated with supporting the City's Planning staff on miscellaneous project needs.

Project Background and Understanding

The City has a General Services Contract with Wright-Pierce to perform various projects on a task-by-task basis. One of these projects is a miscellaneous services agreement with the Public Works department related to operating, maintaining, and improving its public infrastructure for which they need regular input from a professional engineering consultant. The Planning Department has similar needs related to private development reviews, code interpretations, and planning assistance. Therefore, the Planning Department has requested a proposal from Wright-Pierce for similar task-by-task assignments as needed.

Scope of Services

Wright-Pierce and its subconsultants will provide professional engineering services on a task-by-task basis as requested by the City Planner or City Manager. Upon receiving each request, we will formalize the requested scope of work, deliverables, fee, and schedule in an email back to the City.

Deliverables

Wright—Pierce will provide deliverables as required for each task assigned under this contract.

Fee Estimate

We propose to complete the services on a time and material basis for an amount not to exceed \$25,000 unless additional compensation is approved by the City. We will bill the City on an hourly basis based on our employees' hourly rate times a 3.15 multiplier. Expenses will be billed at cost and subconsultants costs will be billed at cost plus a 10% markup. Wright-Pierce will bill the City monthly and provide a monthly summary report of the services provided during each monthly invoicing period.

9/23/2022

Laura Jones, Community Development & Grants Manager

Page 2 of 2

Schedule

Wright-Pierce will continue to support the City as needed. For each assignment Wright-Pierce will provide the City a proposed schedule for that assignment.

We appreciate the opportunity to present this proposal and to serve the City of Williston. Should you have any questions or require additional information, please do not hesitate to contact me at (407) 785-5794 or at the e-mail address below.

Sincerely,

WRIGHT-PIERCE



Dennis Davis, PE
Senior Client Service Manager
dennis.davis@wright-pierce.com



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

Miscellaneous Professional Services Task Order for the Planning Department

Task Order Acceptance Signatures

Engineer: Wright-Pierce, Inc.

Owner: City of Williston

By: 
Signature

By: _____
Signature

Date: August 22, 2022,
Ryan Wingard, PE
Vice President

Date: _____
Debra Jones
City Council President