

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

DATE: TUESDAY, NOVEMBER 8, 2022
TIME: 7:00 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 –MAYOR’S STUDENT OF THE MONTH: Corrine Stinson, Joyce Bullock
Elementary, Kindergarten, Williston Elementary and Jon Kopecky 7th grade; Williston Middle
High School.

ITEM – 3 – PUBLIC PARTICIPATION

ITEM – 4 – CONSENT AGENDA – (pp 5-9)

- Council minutes from October 18, 2022

ITEM – 5 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- INTERIM CITY MANAGER TERRY BOVAIRD
- STAFF
- COUNCIL

ITEM – 6 – NEW BUSINESS –

OPEN 1ST PUBLIC HEARING

A. 1ST READING ;ORDINANCE 2022-704: AN ORDINANCE TO BE KNOWN AS
THE CITY OF WILLISTON “WATER AND SEWER SYSTEM CAPACITY FEE
ORDINANCE”; PROVIDING DEFINITIONS, RULES OF CONSTRUCTION;

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PROVIDING FINDINGS; PROVIDING FOR IMPOSITION OF WATER AND SEWER CAPACITY FEES; PROVIDING FOR PAYMENT AND USE OF MONIES; PROVIDING FOR EXEMPTIONS; PROVIDING FOR COLLECTION OF CAPACITY FEES UPON CHANGES IN SIZE AND USE; PROVIDING FOR DEVELOPER CONTRIBUTION CREDIT; PROVIDING FOR PAYMENT AND COLLECTION OF WATER AND SEWER SYSTEM CAPACITY FEES; PROVIDING FOR REVIEW HEARINGS; REQUIRING PERIODIC REVIEW ; DECLARING EXCLUSION FROM ADMINISTRATIVE PROCEDURES ACT; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE. **INTERIM CITY MANAGER TERRY BOVAIRD.** (pp 10-52)

CLOSE PUBLIC HEARING

- B. RESOLUTION 2022-89: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY COUNCIL PRESIDENT TO AUTHORIZE THE SIGNING OF A CONTRACT FOR EQUIX, INC., TO REMOVE AND REPLACE A GAS LINE THROUGH THE WAWA PROPERTY AND PROVIDING AN EFFECTIVE DATE. **CITY PLANNER LAURA JONES.** (pp 53-61)
- C. RESOLUTION 2022-91 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LAND LEASE AGREEMENT FOR VACANT LAND BETWEEN BRANDON HERNANDEZ AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT WITH A LEGAL DESCRIPTION AS OUTLINED IN THE ATTACHED LAND LEASE AGREEMENT; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. **AIRPORT MANAGER BENTON STEGALL.** (pp 62-79)
- D. RESOLUTION 2022-92: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING A PROPOSED FINAL SUBDIVISION PLAT FOR COUNTRY LANE ESTATES; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. **CITY PLANNER LAURA JONES.** (pp 80-112)
- E. RESOLUTION 2022-93: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY COUNCIL PRESIDENT TO AUTHORIZE THE PURCHASE OF ITRON 100W ENDPOINTS AND PROVIDING AN EFFECTIVE DATE. **JASON LEE, LOGISTIC DEPARTMENT.** (pp 113-115)
- F. RESOLUTION 2022-94: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LEASE AGREEMENT FOR A ROOM IN CITY HALL BETWEEN CENTRAL FLORIDA COMMUNITY ACTION AGENCY, INC., AND THE CITY OF WILLISTON, PROPERTY MORE SPECIFICALLY DESCRIBED IN ATTACHED LEASE; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LEASE AGREEMENT; AND

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PROVIDING AN EFFECTIVE DATE. INTERIM CITY MANAGER TERRY BOVAIRD. (pp 116-125)

- G. DISCUSSION WITH POSSIBLE ACTION: RESCHEDULING NATURAL GAS BULK PRICE WORKSHOP. INTERIM CITY MANAGER TERRY BOVAIRD/JONATHAN BISHOP UTILITY DEPARTMENT SUPERVISOR.
- H. DISCUSSION WITH POSSIBLE ACTION: CANCELLING THE NOVEMBER 22ND COUNCIL MEETING. COUNCIL PRESIDENT DEBRA JONES.
- I. DISCUSSION WITH POSSIBLE ACTION: MAKING INTERIM CITY MANAGER, PERMANENT CITY MANAGER. COUNCIL PRESIDENT DEBRA JONES.
- J. DISCUSSION WITH POSSIBLE ACTION: MAYOR'S BUDGET/CREDIT CARD. MAYOR CHARLES GOODMAN.

ITEM – 7 – PUBLIC PARTICIPATION

ITEM - 8 - ANNOUNCEMENTS

ITEM – 9 – ADJOURNMENT

NEXT SCHEDULED COUNCIL MEETING NOVEMBER 22, 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

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CITY OF WILLISTON, FLORIDA
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Council Meeting Procedures for members of the Public

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

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

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

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

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

DATE: TUESDAY, OCTOBER 18, 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 - absent
Councilmember Elihu Ross

OTHERS:

Interim City Manager Terry Bovaird
City Attorney Scott Walker -absent
City Clerk Latricia Wright
Attorney Kiersten Ballou

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Opening prayer and Pledge of Allegiance led by Mayor Goodman.

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

Item #4 changed from “Swearing in” to “Introduction”. Kathy Ebaugh planner for Berkley Subdivision asked to have Item #8 (d) tabled. Item 8 (g) resolution not in packet. Vice-President Robinson moved to approve agenda with changes. Councilmember Cox seconded. Motion carried 4-0.

ITEM – 2 – PROCLAMATION RECOGNIZING “OCTOBER 17-23 AS FLORIDA CITY GOVERNMENT WEEK”. MAYOR CHARLES GOODMAN. Mayor Goodman read Proclamation recognizing October 17-23 as Florida City Government Week.

ITEM – 3 – MAYOR’S STUDENT OF THE MONTH: Corrine Stinson kindergarten, Joyce Bullock Elementary, Maybree Whitehurst, 5th grade, Williston Elementary School, Collins McGowan, 6th grade, Williston Middle High School. Mayor Goodman presented students of the month with an outstanding student certificate and a certificate for a pizza from Domino’s. Corrine Stinson was absent.

ITEM – 4 – INTRODUCTION OF OFFICER JASON GODKIN. MAYOR CHARLES GOODMAN. Mayor Goodman and Chief Rolls introduced Officer Jason Godkin to the Council and residents.

ITEM – 5 – PUBLIC PARTICIPATION – None

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

- Council minutes from October 4, 2022

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ITEM – 7 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- INTERIM CITY MANAGER TERRY BOVAIRD- Interim City Manager Bovaird updated Council on the number of residents on the utility cutoff list.
- STAFF – Attorney Ballou discussed with Council the contract between CRA and Oelrich construction. Public Works Supervisor Jonathen Bishop updated Council on parking lot lights. Airport Manager Benton Stegall announced airshow at airport this weekend. Chief Rolls informed Council the Police Department had received 12 computes, 1 Chevy Impala and 1 ballistic shield that was donated from Sumer County Sheriff department.
- COUNCIL- Vice-President Robinson reminded everyone that October is Breast Cancer Awareness month and to please get checked. Mayor Goodman announced the Veteran's Day Parade will be held on November 11th.

ITEM – 8 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: NATURAL GAS BULK PRICE WORKSHOP. KATIE HALL/TAYLOR MORGAN, FGU AND DONALD BARBER PUBLIC WORKS SUPERVISOR. – Public Works Supervisor Barber announced Natural Gas Workshop to be held on Thursday October 27th.
- B. RESOLUTION 2022-85: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE COUNCIL PRESIDENT TO AUTHORIZE THE SIGNING OF CONTRACTS FOR THE INFRASTRUCTURE, LABOR AND MATERIALS FOR COUNTRY LANE ESTATES DEVELOPMENT OF NATURAL GAS AND ENTER INTO AN AGREEMENT WITH ARMSTRONG HOMES AND LENNAR HOMES, INC.; AND PROVIDING AN EFFECTIVE DATE. DONALD BARBER, PUBLIC WORKS SUPERVISOR AND KATIE HALL/TAYLOR MORGAN, FGU.
Motion to approve Resolution 2022-85 by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 4-0.

OPEN 1ST PUBLIC HEARING

- C. 2ND 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,

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FLORIDA; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. Swore in City Planner Jones. Motion to approve Ordinance 2022-702 by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 4-0.

- D. 2ND 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 163, FLORIDA STATUTES; CHANGING ZONING AND THE FUTURE LAND USE CLASSIFICATION FROM RESIDENTIAL 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. - Tabled

CLOSE PUBLIC HEARING

- E. RESOLUTION 2022-84: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE COUNCIL PRESIDENT TO AUTHORIZE THE PURCHASE OF TRANSFORMERS FOR THE BARN WELL UPGRADES; AND PROVIDING AN EFFECTIVE DATE. DONALD BARBER, PUBLIC WORKS SUPERVISOR.
Motion to approve Resolution 2022-84 by Councilmember Cox. Seconded by Vice-President Robinson. Motion carried.
- F. RESOLUTION 2022-86: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY COUNCIL PRESIDENT TO AUTHORIZE THE SIGNING OF A CONTRACT FOR THE PURCHASE OF ELECTRICAL DEPARTMENT FLEET SQUIRT TRUCK WITH ATLEC, INC.; AND PROVIDING AN EFFECTIVE DATE. DONALD BARBER, PUBLIC WORKS SUPERVISOR.
Motion to approve Resolution 2022-86 by Councilmember Cox. Seconded by Vice-President Robinson. Motion carried 3-0.
- G. RESOLUTION 2022-87: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON COUNCIL PRESIDENT TO AUTHORIZE THE SIGNING OF A CONTRACT WITH HYDA SERVICES, INC., TO WORK ON THE CITY BARN WELL REPLACEMENT CONTROL PANEL; AND

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PROVIDING AN EFFECTIVE DATE. DONALD BARBER, PUBLIC WORKS SUPERVISOR.

Motion to approve Resolution 2022-87 by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 3-0.

H. RESOLUTION 2022-88: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY COUNCIL PRESIDENT TO AUTHORIZE THE SIGNING OF A CONTRACT WITH EDMONDS GOVTECH, INC.; AN PROVIDING AN EFFECTIVE DATE. AARON MILLS, IT DIRECTOR.

Motion to approve Resolution 2022-88 by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 4-0.

I. RESOLUTION 2022-90: A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING ACCEPTANCE AND EXECUTION OF THE GRANT AWARDED BY THE FLORIDA DEPARTMENT OF STATE TO MAKE IMPROVEMENTS TO THE CITY OWNED PARK, CORNELIUS WILLIAMS SPORTS COMPLEX. CITY PLANNER LAURA JONES.

Motion to approve Resolution 2022-90 by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 4-0.

J. DISCUSSION WITH POSSIBLE ACTION: COWBOY HERITAGE-FLORIDA CRACKER BEEF CATTLE. CITY PLANNER LAURA JONES.

Council President Jones said she would be more interested in having a mural painted instead of a statue. Council asked City Planner Jones to form a mural committee together and bring back ideas about the Cowboy Cracker Cattle.

K. DISCUSSION WITH POSSIBLE ACTION: DIRECTIVE ON ORDERING OF DEVELOPMENT AND EMERGENCY ELECTRIC INFRASTRUCTURE INVENTORY. TERRY BOVAIRD, INTERIM CITY MANAGER AND DONALD BARBER, PUBLIC WORKS SUPERVISOR.

Council asked Interim City Manager to bring back an agreement to the next meeting, but to go ahead and order the transformers.

L. DISCUSSION WITH POSSIBLE ACTION: SCRAP FUND IMPROVEMENTS ON ELECTRIC BARN. DONALD BARBER, PUBLIC WORKS SUPERVISOR AND MICHAEL MILLER, ELECTRIC SUPERVISOR.

Consensus from Council to use the \$4,300 in scrap money to make improvements at the Electric Barn.

M. DISCUSSION WITH POSSIBLE ACTION: CITY HALL SIDEWALKS. DONALD BARBER, PUBLIC WORKS SUPERVISOR.

Consensus to continue with sidewalk project.

ITEM – 9 – PUBLIC PARTICIPATION – None

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ITEM - 10 – ANNOUNCEMENTS – Williston Chamber of Commerce Beers and Steers event. Council asked about Golf Cart Ordinance, Chief Rolls said he's working with Wright-Pierce on this project.

Council discussed the December 20th Council meeting. Vice-President Robinson moved to cancel the December 20th meeting. Councilmember Ross seconded. Motion carried 4-0.

ITEM – 11 – ADJOURNMENT – Vice-President Robinson moved to adjourn the meeting at 7:53. Seconded by Councilmember Cox. Motion carried 4-0.

Date: November 8, 2022

COUNCIL AGENDA ITEM

TOPIC: Ordinance 2022-704: AN ORDINANCE TO BE KNOWN AS THE CITY OF WILLISTON “WATER AND SEWER SYSTEM CAPACITY FEE ORDINANCE”; PROVIDING DEFINITIONS, RULES OF CONSTRUCTION; PROVIDING FINDINGS; PROVIDING FOR IMPOSITION OF WATER AND SEWER CAPACITY FEES; PROVIDING FOR PAYMENT AND USE OF MONIES; PROVIDING FOR EXEMPTIONS; PROVIDING FOR COLLECTION OF CAPACITY FEES UPON CHANGES IN SIZE AND USE; PROVIDING FOR DEVELOPER CONTRIBUTION CREDIT; PROVIDING FOR PAYMENT AND COLLECTION OF WATER AND SEWER SYSTEM CAPACITY FEES; PROVIDING FOR REVIEW HEARINGS; REQUIRING PERIODIC REVIEW; DECLARING EXCLUSION FROM ADMINISTRATIVE PROCEDURES ACT; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

**REQUESTED BY: INTERIM CITY MANAGER TERRY BOVAIRD
PREPARED BY: DONALD BARBER, PUBLIC WORKS SUPERVISOR**

BACKGROUND / DESCRIPTION:

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED

ORDINANCE 2022-704

AN ORDINANCE TO BE KNOWN AS THE CITY OF WILLISTON “WATER AND SEWER SYSTEM CAPACITY FEE ORDINANCE”; PROVIDING DEFINITIONS, RULES OF CONSTRUCTION; PROVIDING FINDINGS; PROVIDING FOR IMPOSITION OF WATER AND SEWER CAPACITY FEES; PROVIDING FOR PAYMENT AND USE OF MONIES; PROVIDING FOR EXEMPTIONS; PROVIDING FOR COLLECTION OF CAPACITY FEES UPON CHANGES IN SIZE AND USE; PROVIDING FOR DEVELOPER CONTRIBUTION CREDIT; PROVIDING FOR PAYMENT AND COLLECTION OF WATER AND SEWER SYSTEM CAPACITY FEES; PROVIDING FOR REVIEW HEARINGS; REQUIRING PERIODIC REVIEW; DECLARING EXCLUSION FROM ADMINISTRATIVE PROCEDURES ACT; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, section 2(b), Florida Constitution, and sections 166.021 and 166.041, Florida Statutes, the City Council of the City of Williston, Florida has all powers of local self-government to perform municipal functions, except when prohibited by law, and such power may be exercised by the enactment of legislation in the form of City ordinances; and

WHEREAS, it is the intent of the City Council that the terms contained in this Ordinance, including these preliminary clauses, have the meaning as set forth in section 1.01 of this ordinance;
and

WHEREAS, the City Council makes the following findings:

- A. Development necessitated by the growth contemplated within the Service Area will require improvements and additions to the Sewer System and the Water System to accommodate the utility needs of such growth and maintain the standards of service adopted by the City.
- B. Future demand represented by Sewer System Capacity Development and Water System Capacity Development should contribute its fair share to the cost of improvements and additions to the Sewer System and Water System which are required to accommodate the use of the Sewer System and Water System by such demand.
- C. Implementation of a Sewer System Capacity Fee to require Sewer System Development to contribute its fair share of the cost of improvements and additions to the Sewer System is an integral and vital element of the regulatory plan of growth management incorporated into the Comprehensive Plan.
- D. Implementation of a Water System Capacity Fee to require Water System Development to contribute its fair share of the cost of improvements and additions to the Water System is an integral and vital element of the regulatory plan of growth management incorporated into the Comprehensive Plan.
- E. Capital planning is an evolving process and the level of service identified in the Comprehensive Plan for the Sewer System and Water System constitutes a projection of anticipated need for sewer treatment and transmission facilities and water facilities, based upon present knowledge and judgment. nature of population growth, it is the

intent of the City Council that the level of service for the Sewer System and Water System and the associated Capacity Fees imposed be reviewed and adjusted periodically, pursuant to Section 4.06, to insure that the Capacity Fees are imposed equitably and lawfully, based upon actual and anticipated growth at the time of their imposition.

- F. The imposition of the Sewer System Capacity Fee is to provide a source of revenue to reimburse the consumption of existing facility capacity or to fund the construction and improvement of the Sewer System either necessitated by the growth or as delineated in the Comprehensive Plan.
- G. The imposition of the Water System Capacity Fee is to provide a source of revenue to reimburse the consumption of existing facility capacity or to fund the construction and improvement of the Water System either necessitated by the growth or as delineated in the Comprehensive Plan.
- H. The Sewer System is intended to ultimately provide services for all properties within the Service Area of the City. The presence of the Sewer System enhances and benefits the health, safety, and general welfare of all properties within the City's Service Area.
- I. The Water System is intended to ultimately provide services for all properties within the Service Area of the City. The presence of the Water System enhances and benefits the health, safety and general welfare of all properties within the City's Service Area.
- J. All improvements and additions to the Sewer System needed to eliminate any deficiency between the existing Sewer System and the standard of service as adopted in the Comprehensive Plan, shall be funded by revenues other than Capacity Fees. Any revenue derived from the Sewer System Capacity Fee shall be utilized only to reimburse the consumption of existing capacity and facilities or for the acquisition of improvements and additions to the Sewer System which are necessitated by Sewer System Capacity Development either occurring or connecting to the Sewer System subsequent to the effective date of this Ordinance.
- K. All improvements and additions to the Water System needed to eliminate any deficiency between the existing Water System and the standard of service as adopted in the Comprehensive Plan, shall be funded by revenues other than Capacity Fees. Any revenue derived from the Water System Capacity Fee shall be utilized only to offset the consumption of existing capacity and facilities or for the acquisition of improvements and additions to the Water System which are necessitated by Water System Capacity Development either occurring or connecting to the Water System subsequent to the effective date of this Ordinance.
- L. Neither the Sewer System Capacity Fees nor the Water System Capacity Fees are designed to include the physical costs of connection to either the Sewer System or Water System and all physical connection costs shall be paid separately.
- M. The purpose of this Ordinance is to regulate the development of land within the Service Area by requiring the payment of Capacity Fees and to provide for the cost of capital improvements to the Sewer System and Water System which are required to accommodate growth. This Ordinance shall not be construed to permit the collection of Capacity Fees in excess of the amount reasonably anticipated to offset the demand on the Sewer System or the Water System generated by such growth.

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

CITY OF WILLISTON, FLORIDA, THAT:

ARTICLE I
GENERAL

SECTION 1.01. DEFINITIONS. When used in this Ordinance, the following terms shall have the following meanings, unless the context clearly indicates otherwise:

"Applicant" shall mean the Person who applies for a water and/or sewer connection to the City's water and/or sewer system.

"Building" shall mean any structure, either temporary or permanent, built for the support, shelter or enclosure of Persons, chattels or property of any kind, or any other improvement, use, or structure which creates or increases the potential demand on the sewer utility system or water utility system operated by the City. This term shall include trailed, mobile homes, or any vehicle serving in any way the function of a Building. This term shall not include temporary construction sheds or trailers erected to assist in construction and maintained during the term of a building permit.

"Capacity Fees" shall mean collectively the Sewer System Capacity Fee and Water System Capacity Fee. This term shall be synonymous with the term "Capacity Fee" and "Reserve Capacity Charge" as used in this or prior policies or tariffs relating to the subject matter addressed by this Ordinance, but does not include the fees or charges imposed by the City as reimbursement for the costs of physical connection to the Sewer System or the Water System,

"Capacity Fee Improvements" shall mean those improvements that form the basis for the Capacity Fee calculations in the study adopted pursuant to **Section 1.04**, or such other capital improvements designed to provide needed water and/or sewer system capacity to service new growth within the Service Area.

"Capital Construction Costs" shall mean all or any portion of the expenses that are properly attributable to the acquisition, design, construction, installation, and reconstruction (including demolition, environmental mitigation and relocation) of improvements to the Sewer System or Water System under generally accepted accounting principles; and including reimbursement to the City for any funds advanced for Capital Construction Costs and interest on any interfund or intrafund loan for such purposes.

"City" shall mean the City of Williston, Florida.

"City Attorney" shall mean the Person appointed by the City Council to serve as its counsel or the designee of such Person.

"City Council" shall mean the City Council of the City of Williston, Florida.

"City Manager" shall mean the City Manager of the City, whose responsibility it is to supervise the administration, operations and acquisitions of the Sewer System and Water System or the designee of such Person.

"Comprehensive Plan" shall mean the Comprehensive plan of the City adopted and amended pursuant to the **Local Government Comprehensive Planning and Land Development Regulation Act as contained in Part II, Chapter 163, Florida Statutes**, or its statutory successor in function.

"Dwelling Unit" shall mean a Building, or a portion thereof, which is designed for Residential occupancy, consisting of one or more rooms which are arranged, designed or

used as living quarters for one family only.

"Encumbered" shall mean moneys committed by contract or purchase order in a manner that obligates the City to expend the encumbered amount upon delivery of goods, the rendering of services or the conveyance of real property interests by a vendor, supplier, contractor or Owner.

"ERU" or "Equivalent Residential Unit" shall mean the equivalent of the average water and wastewater usage requirements of a single-family residential customer.

"Mobile Home" shall mean a structure transportable in one (1) or more sections, which structure is eight (8) body feet or more in width and over thirty-five (35) feet in length, and which structure is built on an integral chassis and designed to be used as a Dwelling Unit when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein.

"Multi-Family" shall mean a Building or a portion of a Building, regardless of ownership, containing more than one Dwelling Unit designed for occupancy by a single family, which units are not customarily offered for rent for one day, and shall include Apartments, City houses, and Condominiums.

"Owner" shall mean the Person holding legal title to the real property for which Capacity Fees are paid.

"Person" shall mean an individual a corporation, a partnership, an incorporated association, trust or any other entity.

"Sewer System" shall mean the wastewater or sewer utility system directly or indirectly connected to treatment facilities operated by the City.

"Water System" shall mean the water utility system directly or indirectly connected to treatment facilities operated by the City,

"Residential" means Multi-Family Dwelling Units, Mobile Homes and Single-Family Detached Houses.

"Residential Construction" shall mean land development designed or intended to permit more Dwelling Units than the existing use or non-use of land contains.

"Service Area" shall mean that area served by the City's Water System and Sewer System within Levy County, Florida.

"Sewer System Capacity Development" shall mean development upon lands within the area served by facilities owned and operated by the City which shall be subjected to the payment of Sewer System Capacity Fees under this Ordinance upon the first occurrence of any of the following:

- a) Whenever any existing Building or structure, which has not previously paid Sewer System Capacity Fees under this Ordinance, connects to the Sewer System; or
- b) Whenever any existing Building or structure or applicable improvement which is connected to an interim sewer system is connected, either directly or indirectly, to the Sewer System; or
- c) Whenever a Person alters an existing Building, structure or applicable improvement already connected to the Sewer System, where such alteration increases the potential demand on the Sewer System.

"Sewer System Capacity Fee" shall mean the fee imposed by the City pursuant to **Section 2.01** of this Ordinance.

"Single-Family Detached House" shall mean a Dwelling Unit on an individual lot, including detached houses on lots less than 50 feet wide, such as zero lot line homes

and manufactured homes.

"Water System Capacity Development" shall mean development upon lands within the area served by facilities owned and operated by the City which shall be subjected to the payment of Water System Capacity Fees under this Ordinance upon the first occurrence of any of the following:

- a) Whenever any existing Building or structure, which has not previously paid Water System Capacity Fees under this Ordinance, connects to the Water System; or
- b) Whenever any existing Building or structure or applicable improvement which is connected to an interim water system is connected, either directly or indirectly, to the Water System; or
- c) Whenever a Person alters an existing Building, structure or applicable improvement already connected to the Water System, where such alteration increases the potential demand on the Water System.

"Water System Capacity Fee" shall mean the fee imposed by the City pursuant to Section 3.01 of this Ordinance.

SECTION 1.02. RULES FOR CONSTRUCTION. For the purposes of administration and enforcement of this Ordinance, unless otherwise stated in this Ordinance, the following rules of construction shall apply:

- A. In case of any difference of meaning or implication between the text of this Ordinance and any caption, illustration, appendix, summary table or illustrative table, the text shall control.
- B. The word "shall" is always mandatory and not discretionary and the word "may" is permissive.
- C. Words used in the present tense shall include the future; and words used in the singular shall include the plural and the plural the singular, unless the context clearly indicates the contrary; use of the masculine gender shall include the feminine gender.
- D. The phrase "used for" includes "arranged for," "designed for," "maintained for," or "occupied for."
- E. Unless the context clearly indicates the contrary, where a regulation involves two or more items, conditions, provisions, or events connected by the conjunction shall be interpreted as follows:
 1. "And" indicates that all the connected terms, conditions, provisions or events apply in combination.
 2. "Or" indicates that the connected terms, conditions, provisions or events may apply singly or in any combination,
 3. "Either ... or" indicates that the connected items, conditions, provisions, or events shall apply singly but not in combination.
- F. The word "includes" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.
- G. The terms "growth," "growth necessitated improvements," "future growth" and the like shall refer, and be construed as refencing to Sewer System Capacity Development or Water System Capacity Development either occurring or connecting, either directly or indirectly, to the Sewer System or Water System subsequent to the effective date of this Ordinance.

- H. All time periods contained within this Ordinance shall be calculated on a calendar day basis, including Sundays and legal holidays. In the event the due date falls on a Sunday or legal holiday, the due date shall run until the end of the next day that is neither a Sunday nor legal holiday.

SECTION 1.03. FINDINGS. The findings set forth in the preamble to this ordinance, above, are hereby incorporated into this ordinance by reference.

SECTION 1.04. ADOPTION OF CAPACITY FEE RATE STUDY. The City Council hereby adopts and incorporates by reference the studies entitled "City of Williston (Proposed Capacity Fee Wastewater)" and "City of Williston (Proposed Water Capacity Fee)", dated as of October, 2022, attached as Exhibits A & B, respectively.

ARTICLE II SEWER SYSTEM CAPACITY FEES

SECTION 2.01. IMPOSITION.

- A. All Sewer System Capacity Development occurring within the City's Service Area shall pay a Sewer System Capacity Fee of \$5,470 per ERU, calculated in accordance with the following schedule:

| Establishment Type | ERU Factor |
|---|-------------------|
| Residential | |
| Single Family Detached Per Dwelling Unit | 1.000 |
| Duplex (1-2 Bedroom) Per Dwelling Unit | 0.833 |
| Duplex (Greater than 2 Bedroom) Per Dwelling Unit | 1.000 |
| Multi-Family (Efficiency) Per Dwelling Unit | 0.500 |
| Multi-Family (1-2 Bedroom) Per Dwelling Unit | 0.833 |
| Multi-Family (Greater than 2 Bedroom) Per Dwelling Unit | 1.000 |
| Mobile Home (1-2 Bedroom) Per Dwelling Unit | 0.833 |
| Mobile Home (Greater than 2 Bedroom) Per Dwelling Unit | 1.000 |
| Commercial | |
| Auditorium Per Seat | 0.015 |
| Auto Service and/or detailing Per Bay | 1.000 |
| Add: Per Wash Bay | 3.200 |
| Add: Per Public Restroom | 1.500 |
| Banquet/ Meeting Room Per Seat | 0.020 |
| Bar/ Cocktail Lounge Per Seat | 0.100 |
| Barber Shop Per Work Station | 0.333 |
| Beauty Salon Per Work Station | 0.600 |
| Bowling Alley Per Lane | 0.333 |
| Church Per Seat | 0.020 |
| Convenience Store: | |
| (W/Self-Serve Gas Pumps) Per Public Restroom | 1.500 |

| | |
|--|-------|
| Convenience Store | |
| (W/out Self-Serve Gas Pumps) Per Public Restroom | 0.500 |
| Dentist Office Per Dentist | 1.000 |
| Add: Per Wet Chair | 0.667 |
| Dinner Theater Per Seat | 0.100 |
| Doctor Office Per Doctor | 1.000 |
| Extended Care Facility Per Unit | 0.667 |
| Grocery Store Per 1,000 Square Feet | 0.750 |
| Hospital Per Bed | 0.833 |
| Add for Food Service Area Per 100 Square Feet | 0.500 |
| Hotel, Motel Per Room | 0.500 |
| (Food service, banquet and meeting rooms, laundries are all calculated separately) | |
| Industrial / Manufacturing: (Not including food service or industrial wastewater flow. Both are calculated separately) | |
| With Showers Per 1,000 Square Feet | 1.250 |
| Without Showers Per 1,000 Square Feet | 0.400 |
| Laundry, Self Service Per Washing Machine | 1.400 |
| Nursing Home Per Bed | 0.500 |
| Office Building Per 1,000 Square Feet | 0.400 |
| Add for food service Per 100 Square Feet | 0.500 |
| Add for Retail Space Per 1,000 Square Feet | 0.500 |
| Retail Shopping Area Per 1,000 Square Feet | 0.500 |
| Restaurant (24 Hour) Per Seat | 0.200 |
| Restaurant (Fast Food) Per Seat | 0.100 |
| Restaurant / Cafeteria Per Seat | 0.100 |
| RV Park Per Site | 0.250 |
| School, Nursery and Elementary Per Student | 0.033 |
| School, Middle and High Per Student | 0.075 |
| Shopping Center Per 1,000 Square Feet | 0.500 |
| Theater Per Seat | 0.020 |
| Trailer Park (Overnight Only) Per Site | 0.333 |
| Warehouse Per 1,000 Square Feet | 0.200 |
| Add: Per Restroom | 0.750 |

- B. The Sewer System Capacity Fee shall be paid in addition to all other fees, charges and assessments due for the connection to the Sewer System and is intended to provide funds only for the consumption of existing facility capacity or for growth necessitated improvements and additions to the Sewer System.
- C. In the event that a connection to the Sewer System is of a type not listed in the schedule above, the City shall determine the appropriate Sewer Capacity Fee using an estimated number of ERUs based on the estimated wastewater production gallons per day for the type of property use as determined by the City Manager.

SECTION 2.02. PAYMENT.

- A. Except as otherwise provided in this Ordinance, prior to any connection to the Sewer

System, all Applicants or Owners, as the case may be, shall pay the Sewer System Capacity Fee as set forth in **Section 2.01** directly to the City.

- B. The obligation for payment of the Sewer System Capacity Fee and the benefits derived therefrom shall run with the land.

SECTION 2.03. USE OF MONIES.

- A. The City Council hereby confirms the establishment of a separate trust account for the Sewer System Capacity Fees, which shall be maintained separate and apart from all other accounts of the City. All such Sewer System Capacity Fees shall be deposited into such trust account immediately upon receipt.
- B. The monies deposited into the Sewer System Capacity Fee trust account shall be used solely for the purposes of reimbursement for the consumption of existing facility capacity by growth or providing growth necessitated capital improvements and additions to the Sewer System, including, but not limited to:
1. Design or construction plan preparation;
 2. Construction management and inspection;
 3. Capital Construction Costs;
 4. Reimbursement of excess Developer Contribution credit pursuant to **Section 4.04**; and
 5. Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the City to provide funds to construct or acquire growth impacted capital improvements of the Sewer System.
- C. Funds on deposit in the Sewer System Capacity Fee trust account shall not be used for any expenditure that would be classified as a maintenance or repair expense.
- D. The monies deposited into the Sewer System Capacity Fee trust account shall be used solely for reimbursement for the consumption of existing facility capacity by Sewer System Capacity Development or to provide improvements and additions to the Sewer System required by growth, generated by Sewer System Capacity Development.
- E. Any funds on deposit which are not immediately necessary for expenditure shall be invested by the City. All income derived from such investments shall be deposited in the Sewer System Capacity Fee trust account and used as provided herein.

ARTICLE III WATER SYSTEM CAPACITY FEES

SECTION 3.01. IMPOSITION.

- A. All Water System Capacity Development occurring within the City's Service Area shall pay a Water System Capacity Fee of **\$1,030** per ERU in accordance with the following schedule.

| Establishment Type | ERU Factor |
|--|-------------------|
| Residential | |
| Single Family Detached Per Dwelling Unit | 1.000 |
| Duplex (1-2 Bedroom) Per Dwelling Unit | 0.833 |

| | |
|---|-------|
| Duplex (Greater than 2 Bedroom) Per Dwelling Unit | 1.000 |
| Multi-Family (Efficiency) Per Dwelling Unit | 0.500 |
| Multi-Family (1-2 Bedroom) Per Dwelling Unit | 0.833 |
| Multi-Family (Greater than 2 Bedroom) Per Dwelling Unit | 1.000 |
| Mobile Home (1-2 Bedroom) Per Dwelling Unit | 0.833 |
| Mobile Home (Greater than 2 Bedroom) Per Dwelling Unit | 1.000 |

Commercial

| | |
|---|-------|
| Auditorium Per Seat | .,015 |
| Auto Service and/or detailing Per Bay | 1.000 |
| Add: Per Wash Bay | 3.200 |
| Add: Per Public Restroom | 1.500 |
| Banquet/ Meeting Room Per Seat | 0.020 |
| Bar/ Cocktail Lounge Per Seat | 0.100 |
| Barber Shop Per Work Station | 0.333 |
| Beauty Salon Per Work Station | 0.600 |
| Bowling Alley Per Lane | 0.333 |
| Church Per Seat | 0.020 |
| Convenience Store: | |
| (W/Self-Serve Gas Pumps) Per Public Restroom | 1.500 |
| Convenience Store | |
| (W/out Self-Serve Gas Pumps) Per Public Restroom | 0.500 |
| Dentist Office Per Dentist | 1.000 |
| Add: Per Wet Chair | 0.667 |
| Dinner Theater Per Seat | 0.100 |
| Doctor Office Per Doctor | 1.000 |
| Extended Care Facility Per Unit | 0.667 |
| Grocery Store Per 1,000 Square Feet | 0.750 |
| Hospital Per Bed | 0.833 |
| Add for Food Service Area Per 100 Square Feet | 0.500 |
| Hotel, Motel Per Room | 0.500 |
| (Food service, banquet and meeting rooms, Laundries are all calculated separately) | |
| Industrial/Manufacturing: (Not including food service or industrial wastewater flow. Both are calculated separately) | |
| With showers per 1,000 Square Feet | 1.250 |
| Without Showers per 1,000 Square Feet | 0.400 |
| Laundry, Self Service Per Washing Machine | 1.400 |
| Nursing Home per Bed | 0.500 |
| Office Building per 1,000 Square Feet | 0.400 |
| Add for Food Service per 100 Square Feet | 0.500 |
| Add for Retail Space Per 1,000 Square Feet | 0.500 |
| Retail Shopping Area Per 1,000 Square Feet | 0.500 |
| Restaurant (24 Hour) Per Seat | 0.200 |
| Restaurant (Fast Food) Per Seat | 0.100 |

| | |
|--|-------|
| Restaurant / Cafeteria Per Seat | 0.100 |
| RV Park Per Site | 0.250 |
| School, Nursery and Elementary Per Student | 0.033 |
| School, Middle and High Per Student | 0.075 |
| Shopping Center Per 1,000 Square Feet | 0.500 |
| Theater Per Seat | 0.020 |
| Trailer Park (Overnight Only) Per Site | 0.333 |
| Warehouse Per 1,000 Square Feet | 0.200 |
| Add: Per Restroom | 0.750 |

- B. The Water System Capacity Fee shall be paid in addition to all other fees, charges, and assessments due for the connection to the Water System and is intended to provide funds only for the consumption of existing capacity or for growth necessitated improvements and additions to the Water System.
- C. In the event that a connection to the Water System is of a type not listed in the schedule above, the City shall determine the appropriate Water Capacity Fee using an estimated number of ERUs based on the estimated water usage per day for the type of property use as determined by the City Manager.

SECTION 3.02. PAYMENT.

- A. Except as otherwise provided in this Ordinance, prior to any connection to the Water System, all Applicants or Owners, as the case may be, shall pay the Water System Capacity Fee as set forth in Section 3.01 directly to the City.
- B. The obligation for payment of the Water System Capacity Fee and the benefits derived therefrom shall run with the land.

SECTION 3.03. USE OF MONIES.

- A. The City Council hereby confirms the establishment of a separate trust account for the Water System Capacity Fees, which shall be maintained separate and apart from all other accounts of the City. All such Water System Capacity Fees shall be deposited into such trust account immediately upon receipt.
- B. The monied deposited into the Water System Capacity Fee trust account shall be used solely for the purposes of reimbursement for the consumption of existing facility capacity by growth or providing growth necessitated capital improvements and additions to the Water System, including, but not limited to:
 - 1. Design or construction plan preparation;
 - 2. Construction management and inspection;
 - 3. Capital Construction Costs;
 - 4. Reimbursement of excess Developer Contribution credit pursuant to Section 4.04; and
 - 5. Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the City to provide funds to construct or acquire growth impacted capital improvements to the Water System
- C. Funds on deposit in the Water System Capacity Fee trust account shall not be used for any expenditure that would be classified as a maintenance or repair expense.

- D. The monies deposited into the Water System Capacity Fee trust account shall be used solely for reimbursement for the consumption of existing facility capacity by Water System Capacity Development or to provide improvements and additions to the Water System required by growth, generated by Water System Capacity Development.
- E. Any funds on deposit which are not immediately necessary for expenditure shall be invested by the City. All income derived from such investments shall be deposited in the Water System Capacity Fee trust account and used as provided herein.

ARTICLE IV MISCELLANEOUS PROVISIONS

SECTION 4.01. EXEMPTIONS. The following shall be exempted from payment of Capacity Fees:

- A. Alterations or expansion of an existing Building, structure or improvement where no additional demand on either the Sewer System or the Water System is or will be created.
- B. The construction of accessory Buildings, structures or improvements which will not create an additional demand on either the Sewer System or the Water System.
- C. The replacement of an existing Building, structure or improvement which has been previously been subjected to a Capacity Fee payable to the City where no additional demand is or will be created on either the Sewer System or the Water System.

SECTION 4.02. CHANGES OF SIZE AND USE.

- A. Capacity Fees shall be imposed and calculated for the alteration, expansion or replacement of Sewer System Capacity Development or Water System Capacity Development which will result in a land use determined to create an additional demand on either the Sewer System or the Water System. Whenever any Person applies to connect to either the Sewer System or Water System, the Capacity Fee imposed shall be calculated on the entirety of the Buildings. Where the alteration, expansion or replacement occurs on lands for which a Sewer System Capacity Fee or Water System Capacity Fee has already been paid, the Capacity Fee imposed shall be only upon the additional demand created by the alteration, expansion or replacement.
- B. No refund or credit shall be afforded an Owner or Applicant in the event of a diminution of use occurs after the Sewer System Capacity Fee or Water System Capacity Fee already paid has been expended or Encumbered. For the purposes of this Section, fees collected shall be deemed to be spent or Encumbered on the basis of the first fee in shall be the first fee out.

SECTION 4.03. COLLECTION OF UNPAID FEES. In the event the Sewer System Capacity Fee or the Water System Capacity Fee, as applicable, is not paid prior to physical connection to either the Sewer System or the Water System, the City shall proceed to collect the Sewer System Capacity Fee or Water System Capacity Fee, as applicable, as follows:

- A. The City shall serve, by certified mail, return receipt requested, a Notice of Capacity

Fee Statement upon the Owner at the address appearing on the most recent records maintained by the Property Appraiser of the County in which the property is located. Service shall be deemed effective on the date of the return receipt indicates the notice was received by either the Applicant or the Owner. The Notice of Capacity Fee Statement shall contain a reasonable legal description of the property and shall advise the Applicant and Owner that:

1. The amount due and the general purpose for which the Sewer System Capacity Fee was imposed or, as applicable, the amount due and the general purpose for which the Water System Capacity Fee was imposed;
 2. A hearing pursuant to **Section 4.05** maybe requested within thirty (30) calendar days from the effective date of service of the Notice of Capacity Fee Statement, by making application to the Office of the City Manager.
- B. The Sewer System Capacity Fee or Water System Capacity Fee, as applicable, shall be delinquent if, within thirty (30) calendar days from the effective date of service of the Notice of Capacity Fee Statement, neither the Capacity Fee has been paid and received by the City nor has a review hearing been requested pursuant to **Section 4.05**. In the event a hearing is requested pursuant to **Section 4.05**, the unpaid Capacity Fees shall become delinquent if not paid within thirty (30) days from the date the City Council determines the amount of Capacity Fees due upon the conclusion of such a hearing. Upon becoming delinquent, the Sewer System Capacity Fee or the Water System Capacity Fee, as applicable, shall be subject to interest on the unpaid amount at the statutory rate for final judgments on a calendar day basis until paid.
- C. In the event the Sewer System Capacity Fee or Water System Capacity Fee becomes delinquent, the total amount of unpaid Capacity Fees plus any applicable interest shall be added to the Owner's monthly bill for water or sewer service, as applicable, and shall be paid as a condition of service.
- D. At the City's discretion, any delinquent Capacity Fees maybe collected by any other method which is authorized by law, including, but not limited to, lien foreclosure proceedings.

SECTION 4.04. DEVELOPER CONTRIBUTION CREDIT

- A. The City may enter into a contribution agreement with a developer which grants a credit for Sewer System Capacity Fees imposed in **Section 2.01** or Water System Capacity Fees imposed in **Section 3.01** in exchange for certain donations of Capacity Fee Improvements, or for the construction or installation of certain Capacity Fee Improvements.
- B. The amount of developer contribution credit to be applied shall be determined according to the following standards of valuation:
1. The value of donated Capacity Fee Improvements shall be based upon a written appraisal of fair market value by a qualified and professional appraiser acceptable to the City based upon generally accepted methods of valuation.
 2. The cost of eligible anticipated construction of Capacity Fee Improvements for the Sewer System or Water System shall be based upon professional opinions of total project probable cost certified by a professional architect or engineer.

3. In the case of contributions of construction or installation of Capacity Fee Improvements, the value of the developer's proposed contribution shall be adjusted upon completion of the construction to reflect the actual costs of construction or installation of improvements contributed by the developer.
 4. No credit whatsoever for lands, easements, construction or infrastructure otherwise required to be built or transferred to the City by law, ordinance or any other rule or regulation shall be considered or included in the value of any developer's contribution.
- C. All construction cost estimates shall be based upon, and all construction plans specifications and conveyances shall be in conformity with the utility construction standards and procedures of the City. All plans and specifications shall be approved by the City Manager prior to commencement of construction.
- D. Prior to the commencement of construction, the Applicant shall submit to the City Manager a proposed plan and estimate of costs for contributions to the Sewer System or Water System, as applicable. The proposed plan and estimates shall include:
1. A designation and description of the Sewer System Capacity Development or Water System Capacity Development, as applicable, for which the proposed plan is being submitted;
 2. A description of any Capacity Fee Improvements proposed to be donated and a written appraisal prepared in conformity with Subsection B.1. of this Section;
 3. Initial professional opinions of probable construction costs for the proposed construction provided by a professional architect or engineer;
 4. A proposed schedule for completion of the proposed plan prepared by a professional architect or engineer; and
 5. A processing, review and audit fee as determined by the City.
- E. Upon favorable review of the proposed plan, the City Mayor shall schedule a presentation before the City Council at a regularly scheduled meeting or a special meeting called for the purpose of reviewing the proposed plan and shall provide the Applicant or Owner written notice of the time and place of the presentation.
- F. The City Council shall authorize the City Attorney to prepare a contribution agreement with the Owner only if:
1. Such proposed plan is in conformity with the contemplated improvements and additions to the Sewer System or Water System; and
 2. Such proposed plan, viewed in conjunction with other existing or proposed plans, will not adversely affect the cash flow or liquidity of the Sewer System Capacity Fee trust account or Water System Capacity Fee trust account, as applicable, in such a way as to frustrate or interfere with other planned or ongoing growth necessitated capital improvements and additions to the Sewer System or Water System; and
 3. Such proposed plan, viewed in conjunction with other existing or proposed plans, will not create a detrimental imbalance between the treatment and transmission capabilities of the Sewer System or Water System; and
 4. The proposed plan is consistent with the public interest; and
 5. The proposed time schedule for completion of the plan is consistent with the most recently adopted five-year Capital Improvement Plan for the Sewer System or Water System, as applicable.
- G. The processing, review and audit fee shall be returned to the Applicant if either the City Manager or the City Council determines the proposed plan is not acceptable. The

processing, review and audit fee shall become non-refundable once the City Council authorizes the City Attorney to prepare a contribution agreement.

- H. In the event the amount of developer contribution pursuant to an approved plan of construction or donation of Capacity Fee Improvements exceeds the total amount of Capacity Fee credits used on the benefiting Sewer System Capacity Development or Water System Capacity Development, as applicable, identified in a contribution agreement, the contribution agreement may provide for the reimbursement of the excess or remaining balance of such contribution credit; provided funds are available and collected from future receipts by the City from Sewer System Capacity Fees or Water System Capacity Fees, as applicable, collected during the fiscal year immediately following the fifth anniversary of the date of substantial completion of the plan of construction or the date of donation, or the fifth anniversary, exclusive of any moratoria, from the date of recording the contribution agreement in the Official Records of the Clerk for the Circuit Court of Levy County, whichever shall first occur. Should the source of funds for reimbursement as described in this paragraph not be available within the time frames described herein, the remaining balance of any Capacity Fee credits shall be forfeited.
- I. Any Applicant or Owner who submits a proposed plan pursuant to this Section and desires an immediate connection to either the Sewer System or Water System shall pay prior to or at the time the proposed plan is submitted the applicable Sewer System Capacity Fee pursuant to Section 2.01 or Water System Capacity Fee pursuant to Section 3.01, as applicable. Said payment shall be deemed paid under "Protest" and shall not be construed as a waiver of any review rights. Any difference between the amount paid and the amount due, as determined by the City Council, shall be refunded to the Applicant or Owner.

SECTION 4.05. REVIEW HEARINGS.

- A. An Applicant or Owner who is required to pay a Sewer System Capacity Fee pursuant to Section 2.01 or a Water System Capacity Fee pursuant to Section 3.01, shall have the right to request a review hearing.
- B. Such hearing shall be limited to the review of the following:
 - 1. The application of the Sewer System Capacity Fee pursuant to Section 2.01.
 - 2. The application of the Water System Capacity Fee pursuant to Section 3.01.
 - 3. Denial of a developer contribution credit pursuant to Section 4.04.
 - 4. Denial of an exemption pursuant to Section 4.01.
- C. Except as otherwise provided in this Ordinance, such hearings shall be requested by the Applicant or Owner within thirty (30) days, including Sundays and legal holidays, of the date of first receipt of the following, whichever is applicable:
 - 1. Receipt of notice from the City that a Capacity Fee is due.
 - 2. The denial of developer contribution credit.
 - 3. The denial of a Capacity Fee exemption.Failure to request a hearing within the time provided shall be deemed a waiver of such right.
- D. The request for hearing shall be filed with the Office of the City Manager and shall contain the following:
 - 1. The name and address of the Applicant and Owner;
 - 2. The legal description of the property in question;
 - 3. A brief description of the improvements on the property or the connection being

- undertaken;
4. If paid, the date the Sewer System Capacity Fee or Water System Capacity Fee, as applicable, was paid; and,
 5. A statement of the reasons why the Applicant or Owner is requesting the hearing.
- E. Upon receipt of such request, the City Manager shall schedule a hearing before the City Council at a regularly scheduled meeting or a special meeting called for the purpose of conducting the hearing and shall provide the Applicant or Owner with written notice of the time and place of the hearing. The hearing shall be held within sixty (60) days of the date of the request for hearing was filed.
- F. Such hearing shall be before the City Council and shall be conducted in a manner designed to obtain all information and evidence relevant to the request for the hearing. Formal rules of civil procedure and evidence shall not be applicable; however, the hearing shall be conducted in a fair and impartial manner with each party having an opportunity to be heard and to present information and evidence.
- G. Any Applicant or Owner who requests a hearing pursuant to this Section and desire an immediate connection to either the Sewer System or the Water System shall pay prior to or at the time the request for hearing is filed the Sewer System Capacity Fee pursuant to Section 2.01 or Water System Capacity Fee pursuant to Section 3.01, as applicable. Said payment shall be deemed paid under "Protest" and shall not be construed as a waiver of any review rights.

SECTION 4.06. REVIEW REQUIREMENTS. This Ordinance and the accompanying rate study shall be reviewed by the City Council at least every thirty (30) Months. Each review shall consider new estimates of population, cost related to the acquisition of land, buildings, capital plant and equipment necessitated by growth and adjustments to the assumptions, conclusions and findings set forth in the study adopted by Section 1.04. The purpose of this review is to ensure that the Sewer System Capacity Fees and Water System Capacity Fees do not exceed the reasonably anticipated costs associated with the improvements necessary to offset the demand generated by new construction or use of the Sewer System or Water System. In the event the review of the Ordinance required by this Section alters or changes the assumptions, conclusions and findings of the rate study adopted by reference in Section 1.04, revises or changes the Sewer System or Water System or alters or changes the amount of the Capacity Fees, the rate study adopted by reference in Section 1.04 shall be amended and updated to reflect new and demonstrable assumptions, conclusions and findings and Section 1.04 shall be amended to adopt by reference such updated study.

SECTION 4.07. DECLARATION OF EXCLUSION FROM ADMINISTRATIVE PROCEDURES ACT. Nothing contained in this Ordinance shall be construed or interpreted to include the City in any definition of Agency contained in Section 120.52, Florida Statutes, or to otherwise subject the City to the application of the Administrative Procedure Act, Chapter 120, Florida Statutes. This declaration of intent and exclusion shall apply to all proceedings taken as a result of or pursuant to this Ordinance including specifically, but not limited to, a determination of entitlement to a Capacity Fee exemption pursuant to Section 4.01, the proposed plan for a developer contribution credit pursuant to Section 4.04, or a review hearing under Section 4.05.

SECTION 4.08. SEVERABILITY. If any clause, section or provision of this Ordinance shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Ordinance shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein. In the event it is held or construed by any court of competent jurisdiction that the City does not possess the power or authority to impose the Sewer System Capacity Fees or Water System Capacity Fees within any service area, or such imposition of the Capacity Fees is declared invalid or unconstitutional for any purpose, such declaration of unconstitutionality or invalidity shall not affect the validity or constitutionality of the imposition of the Sewer System Capacity Fees or Water System Capacity Fees in all other service areas.

SECTION 4.09. NOTICE; EFFECTIVE DATE. Upon adoption of this ordinance, the City Clerk shall promptly publish notice thereof. This Ordinance shall take effect 90 days after the publication of said notice.

DULY PASSED ON FIRST READING this _____ day of _____, 2022.

DULY PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2022.

Attest:

CITY COUNCIL OF THE CITY OF
WILLISTON, FLORIDA:

City Clerk, Latricia Wright

City Council President, Debra Jones

APPROVED AND WAITING PERIOD
WAIVED:

Approved as to form and legality:

Mayor, Charles Goodman

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

FLORIDA RURAL WATER ASSOCIATION

2970 Wellington Circle • Tallahassee, FL 32309-7813
(850) 668-2746

October 21, 2022

BOARD of DIRECTORS

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DIRECTOR

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Tallahassee



EMAIL
frwa@frwa.net

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Mr. Terry Bovaird
Interim City Manager
City of Williston
50 NW Main Street
Williston, FL 32696

Phone: (352) 528-3060

Email: city.manager@willistonfl.org, donald.barber@willistonfl.org

RE: Water and Wastewater Capacity Fee Study
City of Williston, PWS: 6382055, Fac. No. FLA012612

Dear Mr. Bovaird:

Florida Rural Water Association is pleased to provide this Capacity Fee Study and recommendations to the City of Williston as a membership benefit. FRWA is dedicated to assisting water and wastewater systems provide Floridians with an ample affordable supply of high quality water and wastewater services, while protecting natural systems.

You should be congratulated for your water and wastewater system and operations staff. With unfunded mandates continuing to roll down from state and federal governments along with the aging of pipes, pumps and plants, you have risen to the challenge and continue to operate the system providing safe drinking water and consistent sewer services. To make a very difficult job, more difficult, revenues have lagged behind expenses. Utility operators have done more with less each year, as measured in real dollars. They have shouldered the responsibility of running the system in a responsible manner and in compliance with state rules and regulations.

Capacity Fees. Capacity Fees (Connection Charges) are one-time charges assessed to the new development or connections to reimburse utility systems for current and proposed infrastructure required to supply water, collect, treat, and dispose of wastewater. Capacity Fees are proportional to the capacity set aside for the new customer, development, or connection. In some systems these charges are sometimes called Capacity Fees while others may be called Benefit Assessments, User Fees, Contributions In Aid of Construction (CIAC) or Connection Charges.¹

The other goals and objectives considered in the study include the following:

- ✓ Proposed Capacity Fees should be equitable among customer classes;
- ✓ Proposed Capacity Fees should minimize "shock" to customers if possible;
- ✓ Proposed Capacity Fees should provide for growth paying for growth; and
- ✓ Proposed Capacity Fees should provide for capital needs.

¹ AWWA, *Manual M1 - Principles of Water Rates, Fees and Charges*, 5th Edition, American Water Works Association, Denver CO., 2012, pp. 181-187

Executive Summary.

Findings & Recommendations.

The City of Williston has two options for setting Capacity Fees:

Option A – Use the **Remaining Useful Life Basis** to capture the existing cost of running the City of Williston Water and Wastewater Utility.

- **Option B** – Use the **Replacement Value Basis** to capture the true and sustainable cost of running the City of Williston Water and Wastewater Utility.

Remaining Useful Life (RUL) is the length of time the utility infrastructure, piping, pumps, tanks, and equipment is likely to be functional before it requires replacement. A piece of equipment may last longer than its estimated useful life, but it will need more and more maintenance as it reaches that point. It may become obsolete or require major repairs. An especially old asset, while technically functional, may be more of a liability than a benefit if it requires frequent repair work.

The Remaining Useful Life basis for computing Capacity Fees provides a value to existing utility assets based on their current condition, estimated based on the years it is expected to continue to function. This basis does not provide for the cost of replacing the pipe or equipment when it reaches the end of its useful life, the cost that the utility will have to bear to serve the development being added to the utility.

As an example of the implication of Remaining Use Life Basis, large sections of the Williston wastewater collection system were built in the 1940s and 1950s, well past the Florida Public Service Commission designation of useful life as 40 years for gravity sewers and 27 years for manholes. These pipes and manholes have almost no value when computing Capacity Fees based on Remaining Useful Life Basis. For this portion of the Capacity Fee, the new user will have almost no Capacity Fee to pay. However, the true, sustainable value to the utility is the replacement cost for the pipes and manholes because this is the cost the utility will have to bear to keep wastewater collection available for new users as they are added to the system.

Replacement Value is the cost to the utility to install new infrastructure, piping, pumps, tanks, and equipment in today's dollars. The Replacement Value recognizes the expense the utility must incur to purchase new piping and equipment as the existing piping and equipment have become unusable due to age and wear. This is the cost the existing users have been incurring for all the previous years in keeping sufficient and usable piping and equipment available for the users now coming onto the system. With Capacity Fees based on Replacement Value, the new users are paying for the true, sustainable value of the capacity that the utility has purchased and kept available for them until now to use.

1. **Water Capacity Fee Finding.**

The City currently charges a Water Connection Fee that must be paid prior to being provided water service to the property of \$20 plus \$510 for a ¾-inch meter or 125% over the actual cost of the meter for larger meters. These Connection Fees pay for the cost of equipment, installation, and site visits for the new service. The Capacity Fee would be a separate charge from the Water Connection Fee, paying a pro rata share of the responsibly anticipated costs of capital expansion of the water utilities for the addition of new service.

For the Water Capacity Fee, the City has the option of using the evaluated Fee of **\$100 per ERC** using the Remaining Useful Life Basis –or- **\$1,030 per ERC** using the Replacement Value Basis to capture the true and sustainable cost of running its Water Utility. FRWA recommends using the Replacement Value.

2. **Wastewater Capacity Fee Findings.**

The City currently charges a Wastewater Connection Fee that must be paid prior to being provided wastewater service to the property. The Fee is \$600 for 50 feet of sewer pipe installed by the City plus an additional charge of \$3.50 for each additional foot above the said 50 feet. These Connection Fees pay for the cost of equipment, installation, and site visits for the new service. The Capacity Fee would be a separate charge from the Wastewater Connection Fee, paying a pro rata share of the responsibly anticipated costs of capital expansion of the wastewater utilities for the addition of new service.

For the Wastewater Capacity Fee, the City has the option of using the evaluated Fee of **\$550 per ERC** using the Remaining Useful Life Basis –or- **\$5,470 per ERC** using the Replacement Value Basis to capture the true and sustainable cost of running its Water Utility. FRWA recommends using the Replacement Value.

3. **Water & Wastewater Capacity Fee Findings.**

In combination both the Water and Wastewater Capacity Fees are:

Equivalent Residential Water & Wastewater Connection (ERC) Calculation Comparison

| Category | Current Connection Fees | Option A Remaining Useful Life Value | Option B Replacement Value |
|------------|---|--|-------------------------------|
| Water | \$20 plus \$510 for ¾-inch meter or 125% above actual meter cost for larger meters | \$100/ERC | \$1,030/ ERC |
| Wastewater | \$600 for 50 foot of sewer pipe installed by the City plus \$3.50 per foot for additional feet above 50 | \$550/ ERC | \$5,470/ ERC |
| Totals | \$1,130 | \$650 / ERC | \$6,500/ ERC |

4. **Water and Wastewater Capacity Fee Recommendations.**

FRWA recommends that the City use the evaluated fees to capture the true and sustainable cost of running its Water and Wastewater Utility and to maintain and protect the City's vital infrastructure. We recommend and can assist with establishing a 5 and 10-year Capital Improvement Program to keep the City's utility financially sound.

5. **Other Capacity Fee Recommendations**

- Fees for turn-ons, turn-offs, and late fees might need to be increased for inflation. Fees should be reviewed / updated at least annually by staff based on actual time and material costs for meters, fittings, boxes, equipment costs, fuel costs, and salaries
- The Utility's policies on payments, late charge fees, illegal turn on penalty, or returned check penalty should also be reviewed / updated at least annually by staff.
- FRWA recommends implementing annual adjustments in accordance with the Florida Public Service Commission. The Florida Public Service Commission current Price Index is found at <http://www.psc.state.fl.us/utilities/waterwastewater/>, click on "Price Index and Pass Through Application for Water and Wastewater Utilities".

| Year | Commission Approved Index | Year | Commission Approved Index |
|------|---------------------------|------|---------------------------|
| 2011 | 1.18% | 2017 | 1.51% |
| 2012 | 2.41% | 2018 | 1.76% |
| 2013 | 1.63% | 2019 | 2.36% |
| 2014 | 1.41% | 2020 | 1.79% |
| 2015 | 1.57% | 2021 | 1.17% |
| 2016 | 1.29% | 2022 | 4.53% |

- It is recommended that you revisit this Capacity Fee study every 3 to 5 years or as needed. Indicators of need include changes to revenue or CIP expense predictions, current financial position and, other indicators during the annual budget approval process.

Capacity Fee Evaluation

Capacity Fee Study Standards.

FRWA uses contemporary industry standards for recommending and establishing utility Capacity Fees, these include: American Water Works Association (AWWA) Manuals of Practice, Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB), and Florida Public Service Commission guidelines.

Capacity Fee Calculations.

Capacity Fee Calculations are performed in accordance with the American Water Works Association *Manual M1 - Principles of Water Rates, Fees and Charges* guidelines for calculating and allocating Capacity Fees to new customers.² FRWA uses a rational and conservative approach when performing these evaluations. This approach is transparent, defensible, and complies with statute and case law. Since there is a rational nexus of allocating Capacity Fees to customer groups it also follows the intent of the Florida Statutes that set the basis for rates and Capacity Fees by counties and municipalities. Such fees shall be just and equitable.³

Capacity Fees evaluated set using the following criteria:

- The water / wastewater system has the legal authority to charge Capacity Fees.
- Costs are allocated to specific customer classes based on use of the water / wastewater system infrastructure.
- New customers add incremental capital costs to the utility and the fees are set to recapture these impacts to the system.
- The evaluation of system data is sufficient to reasonably estimate the value of water / wastewater system infrastructure and support charges to new customers. The evaluation includes water / wastewater consumption, historical flow trends, growth, and inventories of water lines, wells, treatment, collection, manholes, lift stations, and etc.
- Justification of capital costs are clearly provided in the calculation of fees.
- Affordability is taken into consideration for all classes of customers and particularly to economically disadvantaged customers.
- The capital costs / fee requirements for new customers are consistent, predictable, and uniform.
- Each customer class equitably pays its own way. No undue burden is placed on one class over another customer class.

Cost Savings and Benefits.

Capacity Fees provide a revenue source for replacement and upgrade of existing infrastructure as new customers are added to the system. This revenue is intended to be used for funding major expansions as well as minimizing debt or reducing the need for future debt. Capacity Fees also provide for the utility to maintain an appropriate level of retained earnings and cash reserves to meet capital needs. Utilities that are committed to regular renewal and replacement of aging infrastructure regularly see cost savings in their O&M budget, avoid unnecessary costly emergency repairs and minimize community health and safety concerns due to critical water and wastewater equipment failures.

² AWWA, *Manual M1 - Principles of Water Rates, Fees and Charges*, 6th Edition, American Water Works Association, Denver CO., 2012, pp. 181-187

³ See Florida Statutes Chapter 153 for County Water & Sewer Systems and Chapter 180 - Municipal Public Works.

Accuracy of Revenue Predictions.

We have performed our analyses using the data and information obtained; we have relied upon such information to be accurate. Projected Capacity Fee revenue precision is limited by the accuracy of the financial information provided – good information “in” equals good information “out”, and *vice versa*. Should you find that these recommended Capacity Fees are not in-line with your needs, please let us know ASAP. We will work with you to carefully review and update financial records, revisit our calculations, valuation parameters, assumptions, etc. **We are always happy to return, revisit your Capacity Fees, and adjust the analyses as necessary, please call me anytime.**

The original mission for creation and ownership public water and wastewater utilities include many compelling objectives: (1) health and safety of citizens; (2) protect most vulnerable residents (aged, young, poor health, economically disadvantaged, etc.); (3) ability to return the profit ordinarily collected by a private entity to the customer in the form of lower Capacity Fees; (4) provide fire protection; (5) tool to expand the tax base; (6) ability to shape, facilitate or control growth; and (7) promotes home rule and self-determination.

Growth should pay for Growth.

New development causes the need for expansion and should therefore pay its fair share for the costs incurred. These connections are plant expansions and water / sewer line extensions -- requiring significant cost. Existing ratepayers have supported and maintained the existing facilities, and so new customers should support any new, additional or expanded facilities plus pipelines.

Some officials and new customers have argued incorrectly that the utility should allow new customers on the system without charge or at original plant costs (not adjusted for inflation). It's not fair to existing ratepayers and it is not a prudent utility practice. Nor would it be good business practice. Public officials may be tempted at times to trim budgets; lower utility rates below operational costs; and keep Capacity Fees below actual capital investment needs -- but this seriously reduces utilities' ability to perform its central mission, shortchanges ratepayers by delaying costs, sets up unrealistic expectations, and undermines the future vitality of the community.

Dealing with Growth & Infrastructure Decay.

Florida law requires communities to maintain adequate levels of service for public facilities and to anticipate and prepare for growth.⁴ In addition to keeping pace with growth, water and wastewater utilities must maintain the infrastructure in good operating condition. This requires adequate funding and continual repair and replacement (R&R) just to keep up with normal usage and aging. Proper management, training and hiring practices are also essential for efficient utility operation.⁵

As new customers come online more and more of the treatment capacity is used up until the plant is at capacity and must be expanded. Further, the Florida Department of Environmental Protection requires that when a water plant reaches 75% of capacity that planning for expansion must start (Rule 62-555.348 F.A.C.). Additionally, FDEP Rule 62-555.350 F.A.C. requires that suppliers of water operate and maintain their public water systems so as to comply with applicable standards, in good condition, and under the plant's permitted operating capacity. Similarly, for wastewater treatment plants, FAC 62-600.405 requires timely planning, design, and construction of needed wastewater treatment facility expansion. This requirement includes a statement signed and sealed by a professional engineer that planning and preliminary design of the necessary expansion has been initiated if the Capacity Analysis Report documents that the permitted capacity of the facility will be exceeded within the next five years.

⁴ Florida's Growth Management Act Chapter 163, Part II, Florida Statutes; the Water Protection and Sustainability Program Chapter 373, Florida Statutes; and Section 373.0361(7)(b), Florida Statutes - requiring local government will implement to meet existing and future development need.

Existing Water System Demand.

Williston Water Demand History per MORs

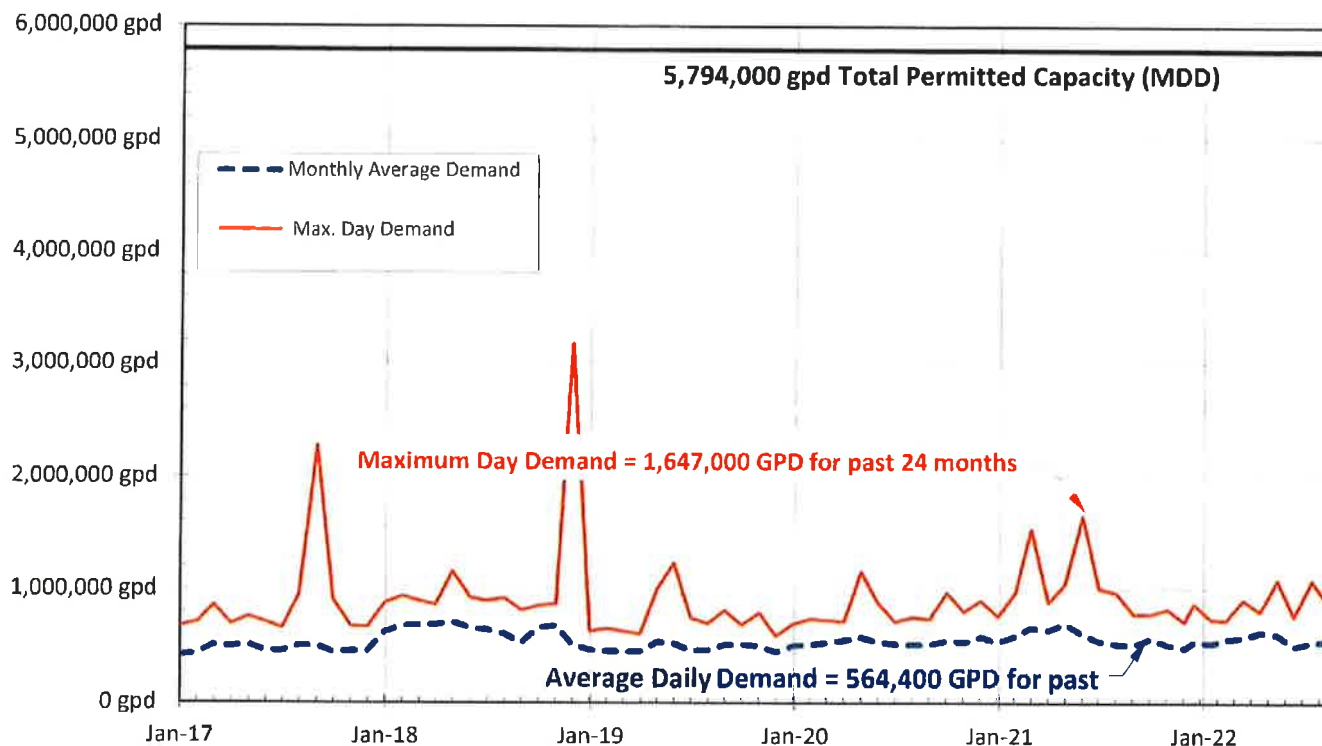


Figure 1 ~ Historic Water Demands
(MGD denotes Millions of Gallons per Day)

The amount of water used by the customers on the system is provided below, see Figure 1 for flow records:

| | |
|---|-----------------------|
| Population Served..... | 3,513 |
| (based on residential service connections and City of Williston census data household size of 2.74/household) | |
| Equivalent Residential Connections (ERC) | 3,714 |
| Average Daily Demand (ADD) for past 24 months..... | 0.564 MGD (392 gpm) |
| Maximum Daily Demand (MDD) per avg MOR ratio | 0.936 MGD (650 gpm) |
| Maximum Daily Demand (MDD) for past 24 months | 1.647 MGD (1,144 gpm) |
| Total Permitted Plant Capacity (MDD)..... | 5.794 MGD (4,024 gpm) |
| Percentage of total water treatment plant capacity used | 28% |
| Water used per Equivalent Residential Connection (MDD / ERC)..... | 252 gpd |

The City has four water treatment plants with raw water provided to each water treatment plant from a groundwater well with a vertical turbine pump. The well diameters range from 4-inch for Water Treatment Plant #3 to 12-inch for Water Treatment Plants #1, #2 and #4. The oldest well, at WTP #1, was installed in 1925 and the newest well, at WTP #3, was installed in 2008. At each water treatment plant the water is disinfected by hypochlorination and a minimum 0.2 parts per million minimum chlorine residual is maintained throughout the distribution system to ensure water quality. The City also has an elevated storage tank, a concrete ground storage tank and 3 hydropneumatic tanks to provide for storage and pressure. For the plants as a whole, the maximum day water treatment demand has stayed well below the total capacity of all four plants for the past 24 months, utilizing only 28% of the total plant capacity.

Existing Wastewater System Demand.

Williston Wastewater Flow History per DMRs

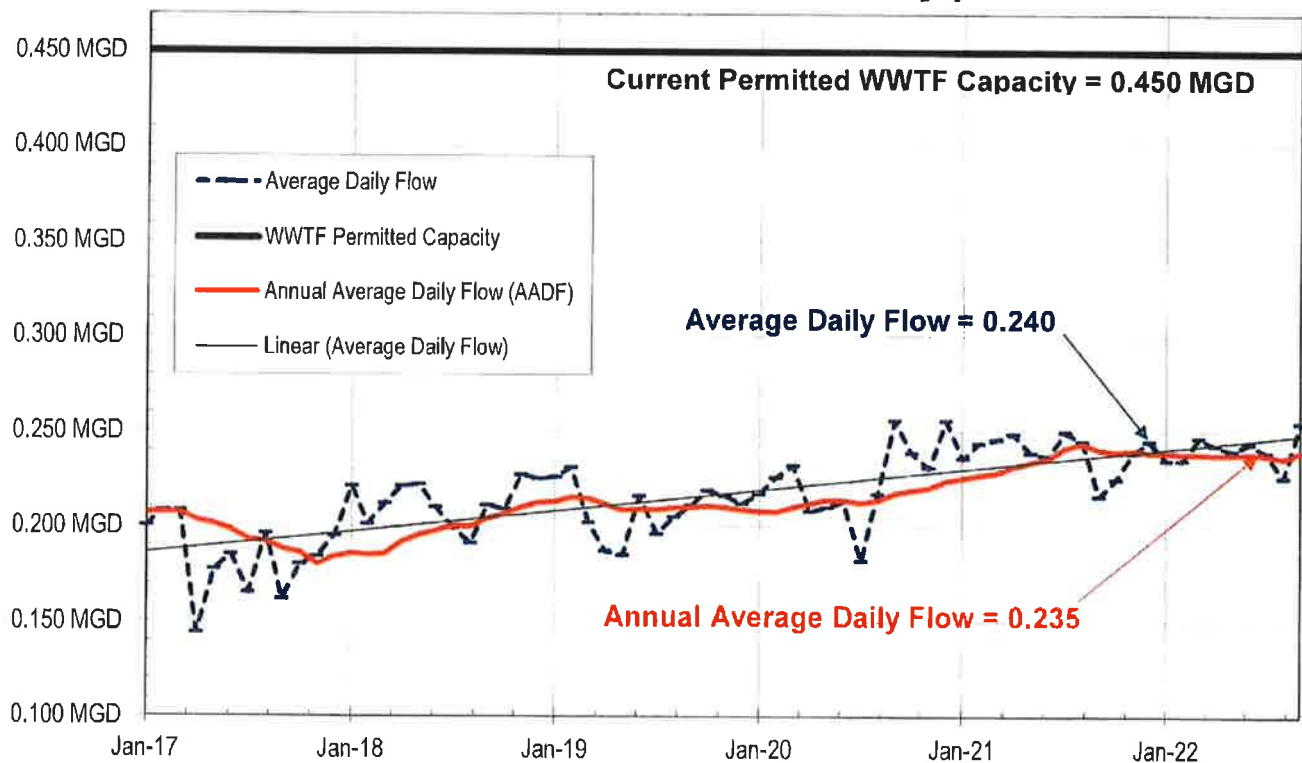


Figure 2 ~ Historic Wastewater Flows

The amount of wastewater used by the customers on the system is provided below, see Figure 2 for flow records:

| | |
|---|---------------------|
| Population Served..... | 2,672 |
| (based on residential service connections and City of Williston census data household size of 2.74/household) | |
| Equivalent Residential Connections..... | 2,663 |
| Monthly Average Daily Flow per DMRs (for past 24 months) | 0.240 MGD (53 gpm) |
| Annual Average Daily Flow per DMRs (past 24 months) | 0.235 MGD (51 gpm) |
| Permitted Plant Capacity (AADF) | 0.450 MGD (111 gpm) |
| Percentage of wastewater treatment plant used..... | 52% |

The City has an extended aeration activated sludge wastewater treatment plant with a mechanical bar screen, an oval oxidation ditch, two secondary clarifiers, a dual-basin chlorine contact chamber and an aerobic digester. The treated effluent is discharged to storage ponds and pumped to a 59-acre sprayfield 3 miles south of the WWTP for reuse by land application. Annual average flows through the WWTP have remained well below the permitted capacity of 0.450 MGD.

Utilities are Capital Intensive.

The water supply and wastewater treatment industry are very capital intensive because almost every component of these systems requires fixed capital investments in long-term infrastructure. Water facilities include water supply, treatment, storage, distribution, and disposal of treatment residuals. Wastewater facilities include sewage collection, pumping (lift stations), transmission, treatment, disposal of treated effluent, and disposal of sludge.

Funding Utilities.

Utilities typically operate for many years without fully recovering the initial construction costs. Loans and grants supported by rates are used to finance capital facilities. In addition to paying the debt obligation for existing facilities, rates support operation, maintenance, salaries, chemicals, power, vehicles, equipment, repair and replacement. Rates frequently cannot be structured to accommodate new or expanded facilities for new customers. So Capacity Fees are used to assess new customers for capital construction costs and allow new customers to “buy-in” to the system. Capacity Fees bridge the funding gap the needed to build the new facilities to provide service to new residents and businesses. Capacity Fees cannot be used for operation, maintenance, repair, replacement, or normal utility administrative costs. Capacity Fees should be held in a separate account from water/wastewater revenue and general funds.

It is just too easy to neglect existing facilities and run them into the ground instead of being proactive in their repair and replacement. Problems with this approach are:

1. Cost for replacement is several times greater than for repair and maintenance;
2. Real cost of utility operation is hidden from the ratepayer and governing board;
3. Assets are not properly valued and preserved;
4. Improper stewardship of public assets;
5. Grants never cover all replacement costs; and
6. Diversion of public funds from more worthy uses.

FRWA Capacity Fees Rules-of-Thumb.

Twenty years ago conventional lime softening plants would cost about \$4 to \$6 per gallon to construct, today you would expect to spend approximately \$6 to \$15 per gallon to construct. Actual costs vary greatly by community,

by region, and between design consultants. Plus any estimate must include unique site-specific needs like new raw water wells, piping, land, instrumentation & controls, emergency power generation, or deep wells.

Costs of New Wastewater Treatment Capacity.

Establishing the cost for new wastewater treatment capacity is just as difficult for wastewater treatment plants. Rules-of-thumb to help you estimate Capacity Fees for wastewater plants are provided, but do not include collection systems, lift stations, force mains, land acquisition, offices, SCADA, controls, emergency power generation, sprayfields, percolations ponds, or deep wells for disposal.

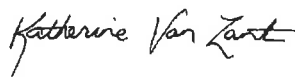
Twenty years ago an extended aeration secondary treatment plant would cost about \$3 to \$5 per gallon to construct, today you would expect to spend approximately \$20 to \$25 per gallon to construct. Actual costs vary greatly by regulated treatment requirements, by community, by region, and between design consultants. Recent construction estimates for advanced treatment wastewater plant and effluent reuse systems required by regulatory consent order for a Florida city with a population slightly less than Williston have been as much as \$31/gallon.

Scheduling Presentation of Capacity Fees Study Findings and Recommendations.

We are happy to come to your next utility commission meeting to explain our analysis and report. We anticipate that you will have questions to discuss and options to consider. My presentation is between 20 to 30-minutes in length, which would be followed by commission discussion. This activity typically takes about 60 to 90-minutes and can be held during a special workshop or a normal commission meeting. This is an informative meeting and decisions about Capacity Fees are usually taken at subsequent meetings. It is important that all commission members be in attendance since the adoption of Capacity Fees increases can produce public comment.

We have enjoyed serving you and wish your water and wastewater system the best. Please feel free to contact me if you have any further questions.

Sincerely,



Katherine Van Zant, P.E.
Saltus Engineering, Inc.



This item has been digitally signed and sealed by Katherine Van Zant, PE, on 10/21/2022.

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Katherine
Van Zant

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Katherine Van Zant
Date: 2022.10.21 12:27:48
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Water & Wastewater Impact Fee Report

City of Williston

FRWA Member:

Address: 50 NW Main St
Williston, FL 32696
Telephone: (352) 528-3060

Contact: Terry Bovaird, Interim City Manager
E-mail: city.manager@willistonfl.org

County: Levy
Population: 2,718

| | | |
|--------------|--------------|------------------------|
| Connections: | Water: 1,586 | Wastewater: 1,186 |
| PWS: | 6382055 | Facility ID: FLA012612 |
| Capacity: | 5.794 MGD | Capacity: 0.450 MGD |
| ADD: | 0.564 MGD | AADF: 0.235 MGD |
| MDD: | 0.936 MGD | MADF: 0.240 MGD |

October 21, 2022

Version: FINAL

Prepared by: Katherine Van Zant, P.E. / Saltus Engineering, Inc.

Florida Rural Water Association



2970 Wellington Circle
Tallahassee, Florida 32309-6885
Phone: 850-668-2746

This item has been digitally signed and sealed by Katherine Van Zant, PE, on 10/21/2022

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies



Katherine Van Zant, P.E.
FL PE# 43964

Katherine Van
Zant

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Van Zant
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Florida Rural Water Association

2970 Wellington Circle, Tallahassee, Florida 32309

Member: **City of Williston**

Contact: **Terry Bovaird, Interim City Manager**

Address: **Williston, FL 32696**

Date: **21-Oct-22**

Version: **FINAL**

Conn: **1,586**

PWS: **6382055**

Water Impact Fee Recommendations

Water Impact Fee Calculation

| | Wells | Water Treatment | Water Storage Tanks | Distribution System | Per Gallon |
|----------------|---------------|-----------------|---------------------|---------------------|--------------|
| Cost per gal = | \$457,000 | \$330,400 | \$535,000 | \$1,046,726 | \$0.41 / gal |
| | 5,794,000 gpd | | | | |

Where:

Total Treatment Capacity = 5,794,000 gpd
 Max Day Demand from MORs = 935,664 gpd based on average MDF/ADF
 Percentage of WTP used = 16.1%

| Category | Remaining Useful Life | Replacement Value |
|---------------------|------------------------|---------------------|
| Wells | \$457,000 23% | \$2,010,000 |
| Water Treatment | \$330,400 5% | \$6,804,000 |
| Water Storage Tanks | \$535,000 12% | \$4,410,000 |
| Distribution System | \$1,046,726 10% | \$10,467,257 |
| Totals | \$2,369,126 10% | \$23,691,257 |
| | \$0.41 / gal | \$4.09 / gal |

Equivalent Residential Water Connection (ERC) Calculation

Where:

| | Remaining Useful Life Basis | Replacement Value Basis |
|-------------------------------------|-----------------------------|-------------------------|
| System Value (\$) | \$2,369,126 | \$23,691,257 |
| Max Daily Demand for past 24 mo.s = | 935,664 gpd | 935,664 gpd |
| ERCs = | 3,714 | 3,714 |
| Max Daily Demand / Connection = | 252 gpd/ERC | 252 gpd/ERC |

see ERC calculation worksheet

ERC Costs = $\frac{\text{System Value (\$)} \times \text{MDD}}{\text{ERC}} \div \text{Total Treatment Capacity gpd}$

ERC Costs = $\frac{\$2,369,126 \times 252 \text{ gpd/ERC}}{5,794,000 \text{ gpd}} = \$103.01 / \text{ERC}$ Remaining Useful Life Basis

Use **\$100 / ERC**

ERC Costs = $\frac{\$23,691,257 \times 252 \text{ gpd/ERC}}{5,794,000 \text{ gpd}} = \$1,030.12 / \text{ERC}$ Replacement Value Basis

Use **\$1,030 / ERC**

Remaining Equivalent Residential Water Connections Available

Where:

Max Daily Demand / ERC = 252 gpd/ERC 3,714 = ERCs
 Total Treatment Capacity = 5,794,000 gpd
 Max Day Demand = 935,664 gpd 4,858,336 gpd = Capacity Remaining
 Percentage of WTP used = 16.1% 83.9% = Capacity Remaining

19,285 = ERCs Remaining

FDEP requires planning for expansion at 75% capacity and design commence at 85%.

Note: Useful life values based on Florida Public Service Commission Average Service Life Guidelines, F A C 25-30 140

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Version: **FINAL**

Conn: **1,186**

GMS: **FLA012612**

Wastewater Impact Fee Recommendations

Wastewater Impact Fee Calculation

| | Remaining Useful Life | | | | |
|----------------|-----------------------|---------------|------------|---------------------------|--------------|
| | WWP | Lift Stations | Force Main | Gravity Sewers & Manholes | Per Gallon |
| Cost per gal = | \$900,000 | \$505,000 | \$251,836 | \$1,134,000 | \$6.20 / gal |
| | 0.450 MGD | | | | |

Where:

Total Treatment Capacity = 0.450 MGD
 AADF from DMRs = 0.235 MGD *for past 24 months*
 Percentage of WWTF used = 52.2%

| Category | Remaining Useful Life | | Replacement Value |
|---------------------------|-----------------------|-----|-------------------|
| WWTP | \$900,000 | 10% | \$9,000,000 |
| Lift Statlons | \$505,000 | 10% | \$5,050,000 |
| Force Main | \$251,836 | 10% | \$2,518,356 |
| Gravity Sewers & Manholes | \$1,134,000 | 10% | \$11,330,000 |
| Totals | \$2,790,836 | 10% | \$27,898,356 |
| | \$6.20 / gal | | \$62.00 / gal |

Equivalent Residential Water Connection (ERC) Calculation

Where:

| | | | |
|-------------------------------------|------------------------------------|--------------------------------|--------------------------------------|
| | Remaining Useful Life Basis | Replacement Value Basis | |
| System Value (\$) = | \$2,790,836 | \$27,898,356 | |
| AAFD from DMRs = | 0.235 MGD | 0.235 MGD | |
| ERCs = | 2,663 | 2,663 | <i>see ERC calculation worksheet</i> |
| Average Daily Demand / Connection = | 88 gpd/ERC | 88 gpd/ERC | |

ERC Costs = $\frac{\text{System Value (\$)} \times \text{ERC}}{\text{Total Treatment Capacity gpd}}$

ERC Costs = $\frac{\$2,790,836}{450,000 \text{ gpd}} \times 88 \text{ gpd/ERC} = \$546.79 / \text{ERC}$ Remaining Useful Life Basis

Use **\$550 / ERC**

ERC Costs = $\frac{\$27,898,356}{450,000 \text{ gpd}} \times 88 \text{ gpd/ERC} = \$5,465.94 / \text{ERC}$ Replacement Value Basis

Use **\$5,470 / ERC**

Remaining Equivalent Residential Wastewater Connections Available

Where:

Monthly ADF / ERC = 88 gpd/ERC 2,663 = ERCs
 Total Treatment Capacity = 0.450 MGD
 Monthly ADF from DMRs = 0.235 MGD = Capacity Remaining
 Percentage of WWTF used = 52.2% 47.8%

2,441 = ERCs Remaining

Note: Useful life value based on Florida Public Service Commission Average Service Life Guidelines, F.A.C. 25-20.140

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Conn: **1,586**

PWS: **6382055**

Wellfield & Source Water

Replacement Value at today's cost: \$ 670,000

| Well | Year Drilled | Casing Dia (inches) | Capacity (gpm) | Approx. Useful Value | Estimated (\$) |
|-------|--------------|------------------------|-------------------|-------------------------|-------------------|
| WTP 1 | 1925 | 12-in | 2,571 | 10% | \$ 67,000 |
| WTP 2 | 1976 | 12-in | 2,571 | 10% | \$ 67,000 |
| WTP 3 | 2008 | 4-in | 1,929 | 48% | \$ 323,000 |
| WTP 4 | 1999 | 12-in | 800 | 15% | |
| | | | 7,871 gpm | 27-yr | \$ 457,000 |

\$670,000

\$670,000

\$670,000

\$2,010,000

11.334 MGD

Projected Replacement Value at today's cost: **\$ 2,010,000**

Note: Useful life value based on Florida Public Service Commission Average Service Life Guidelines, F.A.C. 25-30.140, Class C Utility (27-years)

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Estimated Construction Costs vs. Plant Size & Type

Water Treatment Plant Size (MGD)

5.794 MGD

from FDEP MOR reports

FDEP Permitted Category per Rule 62-699.310(2)(e), F.A.C.

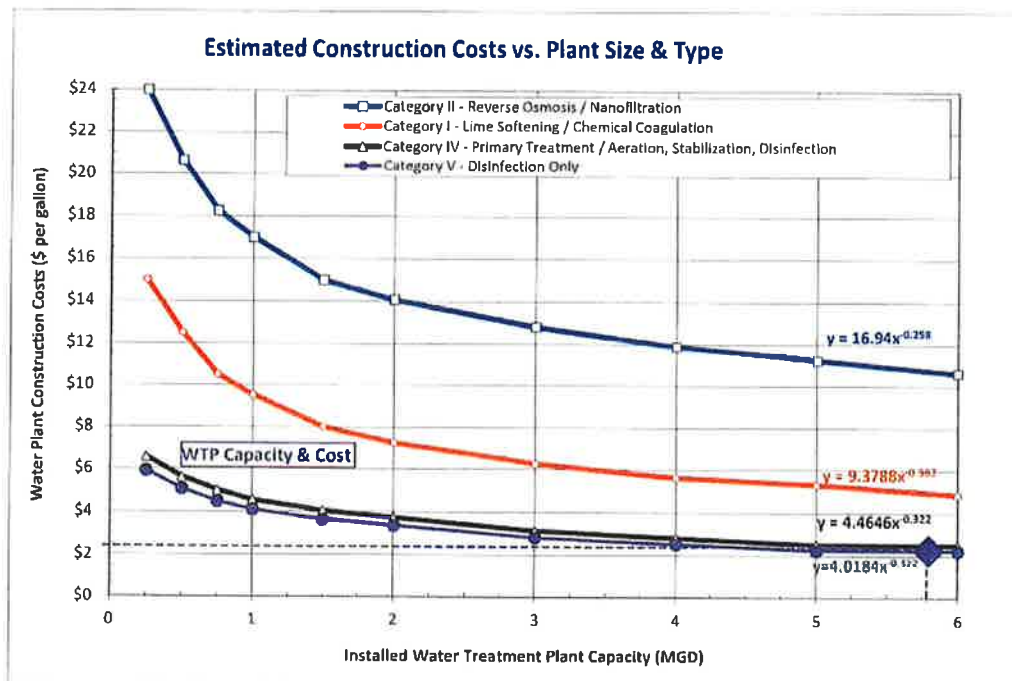
FDEP Permitted Staffing Classification per Rule 62-699.310(2)(e), F.A.C.

| | | |
|-------------------|---------------------------------|------|
| Construction Year | WTP #1 (0.660 MGD MDF Capacity) | 1925 |
| | WTP #2 (1.110 MGD MDF Capacity) | 1976 |
| | WTP #3 (1.730 MGD MDF Capacity) | 2008 |
| | WTP #4 (2.304 MGD MDF Capacity) | 1999 |

Water Plant Category

| | | |
|---|-----|--------|
| Category II - Reverse Osmosis / Nanofiltration | No | \$0.00 |
| Deep Well Injection for Brine Disposal | No | \$0.00 |
| Category I - Lime Softening / Chemical Coagulation | No | \$0.00 |
| Category IV - Primary Treatment / Aeration, Stabilization, Disinfection | No | \$0.00 |
| Category V - Disinfection Only | Yes | \$2.28 |

| | | |
|--|---------------------|------------------|
| Water Plant Construction Costs (\$ per gallon) | \$2.28 | |
| Total Water Plant Construction Costs Estimate | \$13,224,000 | Replacement Cost |
| Total Water Plant Construction Costs Estimate less Wells and Storage | \$6,804,000 | Replacement Cost |
| Useful Value less Wells and Storage | \$330,400 | Useful Value |



Note: Useful life value based on Florida Public Service Commission Average Service Life Guidelines (27 years), F.A.C. 25-30.140, Class C Utility

Florida Rural Water Association

2970 Wellington Circle, Tallahassee, Florida 32309

Member: **City of Williston**

Contact: **Terry Bovaird, Interim City Manager**

Address: **Williston, FL 32696**

Date: **21-Oct-22**

Version: **FINAL**

Conn: **1,586**

PWS: **6382055**

Distribution System Piping - Inventory, Condition & Current Value

Neglect lines less than 4-inches from value of water distribution system

| Replacement Value at today's cost price per inch-diameter per foot: | | | | | | \$8.50 | |
|---|---------------|---------------|----------------|-------------------------|----------------------|-------------------|----------------|
| Pipe Dia (inches) | Pipe Material | Length (feet) | Length (miles) | Approximate Average Age | Approx. Useful Value | Value (\$ per ft) | Estimated (\$) |
| 4-in | PVC, AC, CI | 38,128-ft | 7.22 mi | 37 years | 10% | \$34.00 /ft | \$129,635 |
| 6-in | PVC, AC, CI | 123,998-ft | 23.48 mi | 37 years | 10% | \$51.00 /ft | \$632,390 |
| 8-in | PVC, AC, CI | 34,000-ft | 6.44 mi | 37 years | 10% | \$68.00 /ft | \$231,200 |
| 10-in | PVC | 8,967-ft | 1.70 mi | 37 years | 10% | \$85.00 /ft | \$76,220 |
| 12-in | PVC | 10,482-ft | 1.99 mi | 37 years | 10% | \$102.00 /ft | \$106,916 |
| | | | | | | Weighted Average | |
| | | 177,447-ft | 33.61 mi | | | \$58.99 /ft | \$1,046,726 |

\$1,296,352

\$6,323,898

\$2,312,000

\$762,195

\$1,069,164

\$10,467,257

Replacement Value at today's cost: **\$10,467,257**

NOTES:

1. Approximate water main age based on interviews with Utilities staff and materials used.
2. Useful life value based on Florida Public Service Commission Average Service Life Guidelines, F.A.C. 25-30.140 (40 yrs PVC pipe, 35 yrs AC/CI/DI pipe)

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PWS: **6382055**

Finished Water Storage Tanks

Steel Elevated Storage Tanks have an estimated 33-years useful life

Concrete Ground Storage Tanks have an estimated 37-years useful life

Steel Ground Storage Tanks have an estimated 33-years useful life

Hydropneumatic Tanks have an estimated 30-years useful life

\$6.00/gal

\$7.50/gal

\$6.00/gal

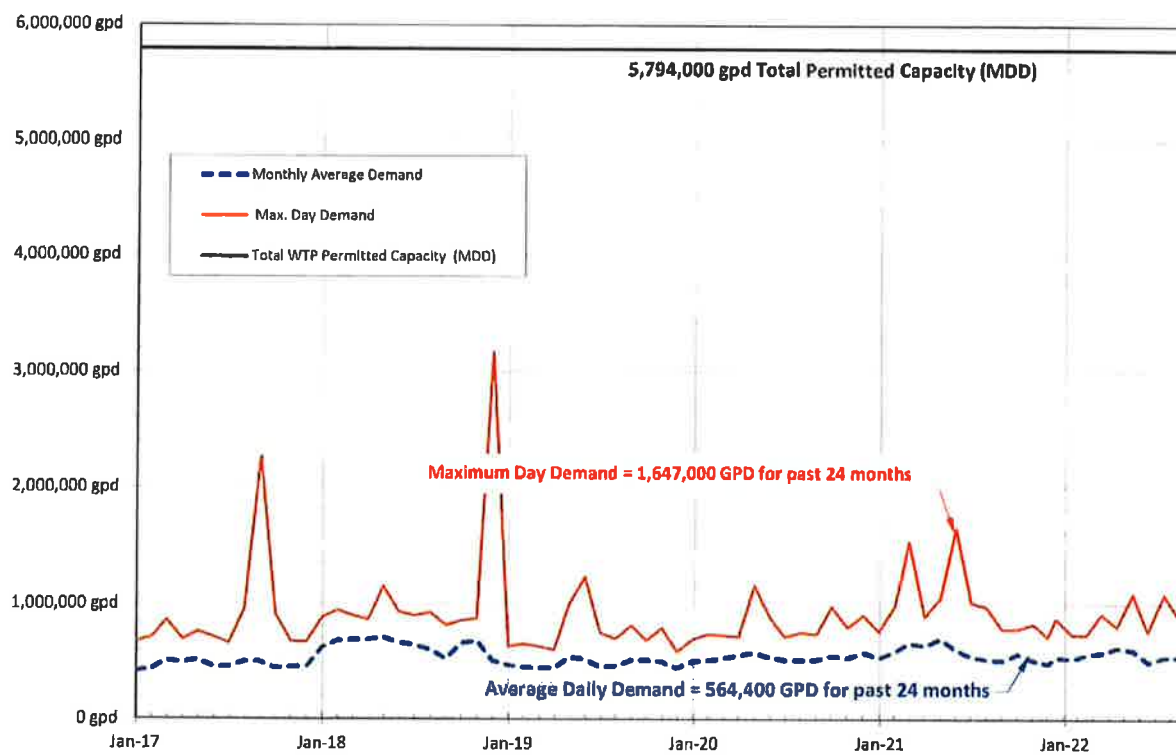
\$6.00/gal

| Tank | Name / Location | Year Installed | Type & Material | Capacity (gal) | Approx. Useful Value | Estimated (\$) | |
|---------|-----------------------|----------------|-----------------|----------------|----------------------|----------------|-------------|
| WTP 1 | Elevated Storage Tank | 1925 | Steel | 60,000 | 10% | \$36,000 | \$360,000 |
| WTP 2 | Ground Storage Tank | 1976 | Steel | 500,000 | 10% | \$375,000 | \$3,750,000 |
| WTP 3 | Hydropneumatic Tank | 2008 | Steel | 30,000 | 53% | \$96,000 | \$180,000 |
| WTP4-H1 | Hydropneumatic Tank | 1999 | Steel | 10,000 | 23% | \$14,000 | \$60,000 |
| WTP4-H2 | Hydropneumatic Tank | 1999 | Steel | 10,000 | 23% | \$14,000 | \$60,000 |
| | | | | 610,000 gal | | \$535,000 | \$4,410,000 |

Replacement Value at today's cost: **\$4,410,000**

Note: Useful life value based on Florida Public Service Commission Average Service Life Guidelines, F.A.C. 25-30.140

Williston Water Demand History per MORs



Florida Rural Water Association

2970 Wellington Circle, Tallahassee, Florida 32309

Member: City of Williston

Contact: Terry Bouvard, Interim City Manager

Address: Williston, FL 32696

Date: 21-Oct-22

Version: FINAL

Length: 1,586

PWS: 6382055

Historic Water Treatment Plant Flow Data from MORs

plant 1 from Monthly Operation Reports per 62-555 900(2), (3), (4) (6) or (5) (in MGd)

| Month | Monthly Average Demand | ADD (Annual) | Max. Day Demand | MDD (Annual) | Ratio MDD:ADD | Total WTP Permitted Capacity (MDD) |
|--------|------------------------|--------------|-----------------|---------------|---------------|------------------------------------|
| Jan-17 | 417,166 gpd | | 674,000 gpd | | 1.61 | 5,794,000 gpd |
| Feb-17 | 434,571 gpd | | 714,000 gpd | | 1.64 | 5,794,000 gpd |
| Mar-17 | 506,354 gpd | | 859,000 gpd | | 1.70 | 5,794,000 gpd |
| Apr-17 | 493,537 gpd | | 693,100 gpd | | 1.40 | 5,794,000 gpd |
| May-17 | 513,284 gpd | | 759,000 gpd | | 1.48 | 5,794,000 gpd |
| Jun-17 | 457,501 gpd | | 714,000 gpd | | 1.56 | 5,794,000 gpd |
| Jul-17 | 455,468 gpd | | 661,000 gpd | | 1.45 | 5,794,000 gpd |
| Aug-17 | 500,226 gpd | | 958,000 gpd | | 1.92 | 5,794,000 gpd |
| Sep-17 | 500,442 gpd | | 2,270,000 gpd | | 4.54 | 5,794,000 gpd |
| Oct-17 | 443,996 gpd | | 911,000 gpd | | 2.05 | 5,794,000 gpd |
| Nov-17 | 453,151 gpd | | 674,000 gpd | | 1.49 | 5,794,000 gpd |
| Dec-17 | 451,935 gpd | 469,158 gpd | 671,000 gpd | 879,842 gpd | 1.48 | 5,794,000 gpd |
| Jan-18 | 621,968 gpd | | 884,000 gpd | | 1.42 | 5,794,000 gpd |
| Feb-18 | 676,680 gpd | | 942,000 gpd | | 1.39 | 5,794,000 gpd |
| Mar-18 | 685,455 gpd | | 899,000 gpd | | 1.31 | 5,794,000 gpd |
| Apr-18 | 687,600 gpd | | 864,000 gpd | | 1.26 | 5,794,000 gpd |
| May-18 | 708,032 gpd | | 1,152,000 gpd | | 1.63 | 5,794,000 gpd |
| Jun-18 | 660,267 gpd | | 930,500 gpd | | 1.41 | 5,794,000 gpd |
| Jul-18 | 613,761 gpd | | 895,500 gpd | | 1.40 | 5,794,000 gpd |
| Aug-18 | 602,835 gpd | | 927,000 gpd | | 1.54 | 5,794,000 gpd |
| Sep-18 | 526,100 gpd | | 817,000 gpd | | 1.55 | 5,794,000 gpd |
| Oct-18 | 660,669 gpd | | 856,000 gpd | | 1.30 | 5,794,000 gpd |
| Nov-18 | 678,434 gpd | | 875,000 gpd | | 1.29 | 5,794,000 gpd |
| Dec-18 | 507,000 gpd | 638,158 gpd | 3,169,000 gpd | 1,101,250 gpd | 6.25 | 5,794,000 gpd |
| Jan-19 | 469,080 gpd | | 633,000 gpd | | 1.35 | 5,794,000 gpd |
| Feb-19 | 454,071 gpd | | 656,000 gpd | | 1.44 | 5,794,000 gpd |
| Mar-19 | 447,342 gpd | | 633,000 gpd | | 1.42 | 5,794,000 gpd |
| Apr-19 | 440,400 gpd | | 603,000 gpd | | 1.34 | 5,794,000 gpd |
| May-19 | 534,290 gpd | | 999,000 gpd | | 1.87 | 5,794,000 gpd |
| Jun-19 | 521,201 gpd | | 1,231,000 gpd | | 2.36 | 5,794,000 gpd |
| Jul-19 | 458,291 gpd | | 752,000 gpd | | 1.64 | 5,794,000 gpd |
| Aug-19 | 464,176 gpd | | 702,300 gpd | | 1.51 | 5,794,000 gpd |
| Sep-19 | 512,039 gpd | | 814,000 gpd | | 1.59 | 5,794,000 gpd |
| Oct-19 | 514,454 gpd | | 688,000 gpd | | 1.34 | 5,794,000 gpd |
| Nov-19 | 502,384 gpd | | 792,000 gpd | | 1.58 | 5,794,000 gpd |
| Dec-19 | 446,068 gpd | 481,066 gpd | 590,000 gpd | 757,775 gpd | 1.32 | 5,794,000 gpd |
| Jan-20 | 503,420 gpd | | 698,000 gpd | | 1.39 | 5,794,000 gpd |
| Feb-20 | 511,379 gpd | | 740,000 gpd | | 1.45 | 5,794,000 gpd |
| Mar-20 | | | | | | 5,794,000 gpd |
| Apr-20 | 552,400 gpd | | 718,000 gpd | | 1.30 | 5,794,000 gpd |
| May-20 | 576,033 gpd | | 1,157,000 gpd | | 2.01 | 5,794,000 gpd |
| Jun-20 | 537,993 gpd | | 886,000 gpd | | 1.65 | 5,794,000 gpd |
| Jul-20 | 515,967 gpd | | 718,000 gpd | | 1.39 | 5,794,000 gpd |
| Aug-20 | 515,258 gpd | | 756,000 gpd | | 1.47 | 5,794,000 gpd |
| Sep-20 | 517,067 gpd | | 740,000 gpd | | 1.43 | 5,794,000 gpd |
| Oct-20 | 551,123 gpd | | 978,000 gpd | | 1.77 | 5,794,000 gpd |
| Nov-20 | 534,284 gpd | | 802,000 gpd | | 1.50 | 5,794,000 gpd |
| Dec-20 | 528,838 gpd | 535,797 gpd | 909,000 gpd | 827,091 gpd | 1.56 | 5,794,000 gpd |
| Jan-21 | 512,735 gpd | | 764,000 gpd | | 1.47 | 5,794,000 gpd |
| Feb-21 | 588,501 gpd | | 980,000 gpd | | 1.67 | 5,794,000 gpd |
| Mar-21 | 663,096 gpd | | 1,533,000 gpd | | 2.31 | 5,794,000 gpd |
| Apr-21 | 639,416 gpd | | 889,000 gpd | | 1.39 | 5,794,000 gpd |
| May-21 | 701,093 gpd | | 1,054,000 gpd | | 1.50 | 5,794,000 gpd |
| Jun-21 | 604,244 gpd | | 1,647,000 gpd | | 2.73 | 5,794,000 gpd |
| Jul-21 | 545,710 gpd | | 1,012,000 gpd | | 1.85 | 5,794,000 gpd |
| Aug-21 | 519,658 gpd | | 974,000 gpd | | 1.87 | 5,794,000 gpd |
| Sep-21 | 511,753 gpd | | 785,000 gpd | | 1.53 | 5,794,000 gpd |
| Oct-21 | 567,081 gpd | | 786,000 gpd | | 1.39 | 5,794,000 gpd |
| Nov-21 | 513,500 gpd | | 829,000 gpd | | 1.61 | 5,794,000 gpd |
| Dec-21 | 484,323 gpd | 572,676 gpd | 717,000 gpd | 997,542 gpd | 1.40 | 5,794,000 gpd |
| Jan-22 | 540,613 gpd | | 876,000 gpd | | 1.62 | 5,794,000 gpd |
| Feb-22 | 574,211 gpd | | 740,000 gpd | | 1.41 | 5,794,000 gpd |
| Mar-22 | 563,355 gpd | | 734,000 gpd | | 1.30 | 5,794,000 gpd |
| Apr-22 | 577,916 gpd | | 916,000 gpd | | 1.59 | 5,794,000 gpd |
| May-22 | 621,596 gpd | | 807,000 gpd | | 1.30 | 5,794,000 gpd |
| Jun-22 | 600,167 gpd | | 1,085,000 gpd | | 1.81 | 5,794,000 gpd |
| Jul-22 | 498,981 gpd | | 764,000 gpd | | 1.53 | 5,794,000 gpd |
| Aug-22 | 540,452 gpd | | 1,081,000 gpd | | 2.00 | 5,794,000 gpd |
| Sep-22 | 541,403 gpd | | 877,000 gpd | | 1.62 | 5,794,000 gpd |
| | 541,728 gpd | 539,410 gpd | 909,043 gpd | | 1.69 | |

Average Day Demand (GPD) from MORs

564,377 gpd

For past 24 months

Average MDF/ADF from MORs

1.66

For past 24 months

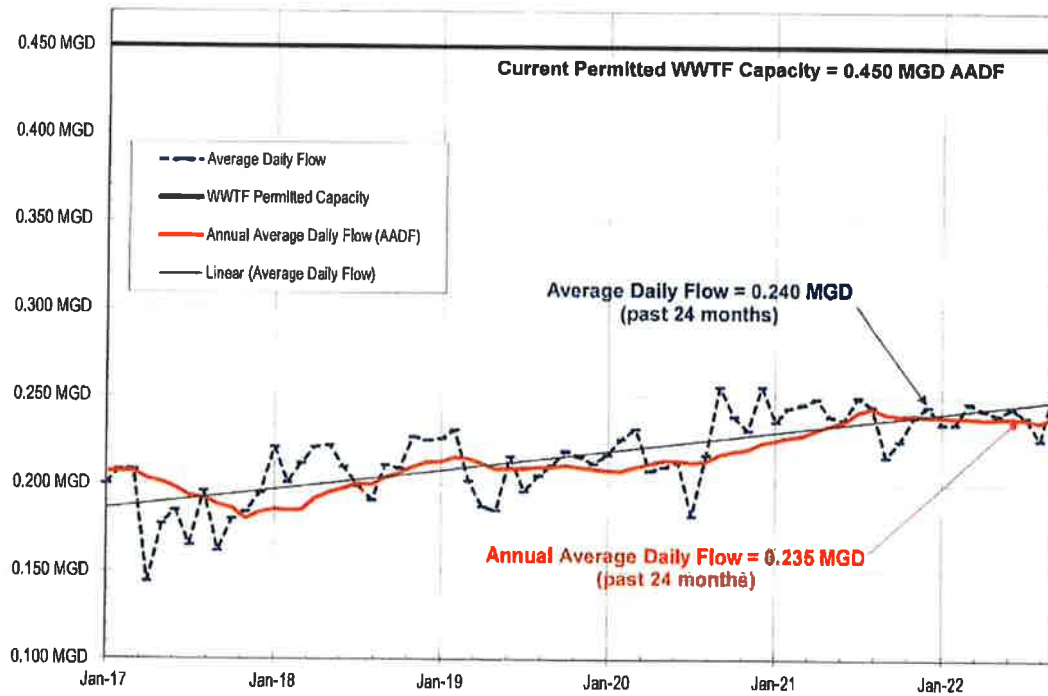
Max Daily Demand (GPD) from MORs

935,664 gpd

Based on Average MDF/ADF

| | ADD | MDD | TPC |
|------|-------------|---------------|---------------|
| 2017 | 469,158 gpd | 879,842 gpd | 5,794,000 gpd |
| 2018 | 638,358 gpd | 1,101,250 gpd | 5,794,000 gpd |
| 2019 | 481,066 gpd | 757,775 gpd | 5,794,000 gpd |
| 2020 | 535,797 gpd | 827,091 gpd | 5,794,000 gpd |

Williston Wastewater Flow History per DMRs



Florida Rural Water Association

2970 Wellington Circle, Tallahassee, Florida 32309

Member: City of Williston

Contact: Terry Bovald, Interim City Manager

Address: Williston, FL 32696

Date: 21-Oct-22

Version: FINAL

Count: 1,186

GIS: FLA012612

Historic Wastewater Treatment Plant Flow Data from DMRs

from Discharge Monitoring Reports per 62-620.910(10) (in MGDs)

| Month | Days-Month | Year | Monthly Average | 3MMADD | Annual Average WWTP Permitted Capacity (FLW-84) | Annual Average |
|---------|------------|------|-----------------|-----------|---|----------------|
| Jan-17 | 31 | 2017 | 0.200 MGD | 0.203 MGD | 0.450 MGD | 0.207 MGD |
| Feb-17 | 28 | | 0.208 MGD | 0.203 MGD | 0.450 MGD | 0.207 MGD |
| Mar-17 | 31 | | 0.208 MGD | 0.205 MGD | 0.450 MGD | 0.207 MGD |
| Apr-17 | 30 | | 0.144 MGD | 0.187 MGD | 0.450 MGD | 0.203 MGD |
| May-17 | 31 | | 0.177 MGD | 0.176 MGD | 0.450 MGD | 0.201 MGD |
| Jun-17 | 30 | | 0.185 MGD | 0.169 MGD | 0.450 MGD | 0.198 MGD |
| Jul-17 | 31 | | 0.165 MGD | 0.176 MGD | 0.450 MGD | 0.193 MGD |
| Aug-17 | 31 | | 0.196 MGD | 0.182 MGD | 0.450 MGD | 0.192 MGD |
| Sep-17 | 30 | | 0.192 MGD | 0.174 MGD | 0.450 MGD | 0.188 MGD |
| Oct-17 | 31 | | 0.180 MGD | 0.179 MGD | 0.450 MGD | 0.186 MGD |
| Nov-17 | 30 | | 0.184 MGD | 0.175 MGD | 0.450 MGD | 0.180 MGD |
| Dec-17 | 31 | | 0.195 MGD | 0.186 MGD | 0.450 MGD | 0.184 MGD |
| Jan-18 | 31 | 2018 | 0.221 MGD | 0.200 MGD | 0.450 MGD | 0.185 MGD |
| Feb-18 | 28 | | 0.201 MGD | 0.206 MGD | 0.450 MGD | 0.185 MGD |
| Mar-18 | 31 | | 0.212 MGD | 0.211 MGD | 0.450 MGD | 0.185 MGD |
| Apr-18 | 30 | | 0.221 MGD | 0.211 MGD | 0.450 MGD | 0.192 MGD |
| May-18 | 31 | | 0.222 MGD | 0.218 MGD | 0.450 MGD | 0.195 MGD |
| Jun-18 | 30 | | 0.210 MGD | 0.218 MGD | 0.450 MGD | 0.197 MGD |
| Jul-18 | 31 | | 0.199 MGD | 0.210 MGD | 0.450 MGD | 0.200 MGD |
| Aug-18 | 31 | | 0.191 MGD | 0.200 MGD | 0.450 MGD | 0.200 MGD |
| Sep-18 | 30 | | 0.211 MGD | 0.200 MGD | 0.450 MGD | 0.204 MGD |
| Oct-18 | 31 | | 0.209 MGD | 0.204 MGD | 0.450 MGD | 0.206 MGD |
| Nov-18 | 30 | | 0.227 MGD | 0.216 MGD | 0.450 MGD | 0.210 MGD |
| Dec-18 | 31 | | 0.225 MGD | 0.220 MGD | 0.450 MGD | 0.212 MGD |
| Jan-19 | 31 | 2019 | 0.228 MGD | 0.226 MGD | 0.450 MGD | 0.213 MGD |
| Feb-19 | 28 | | 0.231 MGD | 0.227 MGD | 0.450 MGD | 0.215 MGD |
| Mar-19 | 31 | | 0.202 MGD | 0.220 MGD | 0.450 MGD | 0.215 MGD |
| Apr-19 | 30 | | 0.187 MGD | 0.207 MGD | 0.450 MGD | 0.212 MGD |
| May-19 | 31 | | 0.185 MGD | 0.191 MGD | 0.450 MGD | 0.209 MGD |
| Jun-19 | 30 | | 0.216 MGD | 0.198 MGD | 0.450 MGD | 0.209 MGD |
| Jul-19 | 31 | | 0.196 MGD | 0.199 MGD | 0.450 MGD | 0.209 MGD |
| Aug-19 | 31 | | 0.205 MGD | 0.206 MGD | 0.450 MGD | 0.210 MGD |
| Sep-19 | 30 | | 0.211 MGD | 0.204 MGD | 0.450 MGD | 0.210 MGD |
| Oct-19 | 31 | | 0.219 MGD | 0.212 MGD | 0.450 MGD | 0.211 MGD |
| Nov-19 | 30 | | 0.216 MGD | 0.215 MGD | 0.450 MGD | 0.210 MGD |
| Dec-19 | 31 | | 0.212 MGD | 0.216 MGD | 0.450 MGD | 0.209 MGD |
| Jan-20 | 31 | 2020 | 0.217 MGD | 0.215 MGD | 0.450 MGD | 0.208 MGD |
| Feb-20 | 28 | | 0.226 MGD | 0.218 MGD | 0.450 MGD | 0.208 MGD |
| Mar-20 | 31 | | 0.232 MGD | 0.225 MGD | 0.450 MGD | 0.210 MGD |
| Apr-20 | 30 | | 0.208 MGD | 0.222 MGD | 0.450 MGD | 0.212 MGD |
| May-20 | 31 | | 0.210 MGD | 0.217 MGD | 0.450 MGD | 0.214 MGD |
| Jun-20 | 30 | | 0.213 MGD | 0.219 MGD | 0.450 MGD | 0.214 MGD |
| Jul-20 | 31 | | 0.182 MGD | 0.202 MGD | 0.450 MGD | 0.213 MGD |
| Aug-20 | 31 | | 0.217 MGD | 0.204 MGD | 0.450 MGD | 0.214 MGD |
| Sep-20 | 30 | | 0.256 MGD | 0.218 MGD | 0.450 MGD | 0.217 MGD |
| Oct-20 | 31 | | 0.239 MGD | 0.237 MGD | 0.450 MGD | 0.219 MGD |
| Nov-20 | 30 | | 0.231 MGD | 0.242 MGD | 0.450 MGD | 0.220 MGD |
| Dec-20 | 31 | | 0.256 MGD | 0.242 MGD | 0.450 MGD | 0.224 MGD |
| Jan-21 | 31 | 2021 | 0.236 MGD | 0.241 MGD | 0.450 MGD | 0.226 MGD |
| Feb-21 | 28 | | 0.244 MGD | 0.245 MGD | 0.450 MGD | 0.227 MGD |
| Mar-21 | 31 | | 0.246 MGD | 0.242 MGD | 0.450 MGD | 0.228 MGD |
| Apr-21 | 30 | | 0.249 MGD | 0.246 MGD | 0.450 MGD | 0.232 MGD |
| May-21 | 31 | | 0.239 MGD | 0.245 MGD | 0.450 MGD | 0.234 MGD |
| Jun-21 | 30 | | 0.237 MGD | 0.242 MGD | 0.450 MGD | 0.236 MGD |
| Jul-21 | 31 | | 0.250 MGD | 0.242 MGD | 0.450 MGD | 0.242 MGD |
| Aug-21 | 31 | | 0.245 MGD | 0.244 MGD | 0.450 MGD | 0.244 MGD |
| Sep-21 | 30 | | 0.216 MGD | 0.237 MGD | 0.450 MGD | 0.241 MGD |
| Oct-21 | 31 | | 0.225 MGD | 0.229 MGD | 0.450 MGD | 0.240 MGD |
| Nov-21 | 30 | | 0.239 MGD | 0.227 MGD | 0.450 MGD | 0.240 MGD |
| Dec-21 | 31 | | 0.245 MGD | 0.236 MGD | 0.450 MGD | 0.239 MGD |
| Jan-22 | 31 | 2022 | 0.235 MGD | 0.240 MGD | 0.450 MGD | 0.239 MGD |
| Feb-22 | 28 | | 0.235 MGD | 0.238 MGD | 0.450 MGD | 0.238 MGD |
| Mar-22 | 31 | | 0.247 MGD | 0.239 MGD | 0.450 MGD | 0.239 MGD |
| Apr-22 | 30 | | 0.243 MGD | 0.242 MGD | 0.450 MGD | 0.238 MGD |
| May-22 | 31 | | 0.240 MGD | 0.243 MGD | 0.450 MGD | 0.238 MGD |
| Jun-22 | 30 | | 0.244 MGD | 0.242 MGD | 0.450 MGD | 0.239 MGD |
| Jul-22 | 31 | | 0.239 MGD | 0.241 MGD | 0.450 MGD | 0.238 MGD |
| Aug-22 | 31 | | 0.228 MGD | 0.236 MGD | 0.450 MGD | 0.236 MGD |
| Sep-22 | 30 | | 0.255 MGD | 0.240 MGD | 0.450 MGD | 0.239 MGD |
| Average | | | 0.240 MGD | 0.240 MGD | | 0.235 MGD |
| Maximum | | | 0.256 MGD | | | |
| Average | | | 0.217 MGD | 0.217 MGD | | 0.214 MGD |

24 month period

24 month period

full period

Florida Rural Water Association

2970 Wellington Circle, Tallahassee, Florida 32309

Member: **City of Williston**

Contact: **Terry Bovaird, Interim City Manager**

City: **Williston, FL 32696**

Date: **21-Oct-22**

Version: **FINAL**

Conn: **1,186**

GMS: **FLA012612**

Wastewater Collection System - Inventory, Condition & Current Value

| PVC | Pipe Material | Length (feet) | Length (miles) | Average Age (years) ⁽¹⁾ | Approx. Useful Value ⁽³⁾ | Value (\$ per ft) | Estimated (\$) | |
|------------------------------------|--------------------------------|---------------|----------------|------------------------------------|-------------------------------------|-------------------|----------------|-------------|
| 8-in | Clay, CI, DIP, PVC, Orangeburg | 102,741-ft | 19.46 mi | 37-yrs | 10% | \$60.00 /ft | \$616,446 | \$6,164,460 |
| 10-in | Clay, CI, DIP, PVC, Orangeburg | 277-ft | 0.05 mi | 37-yrs | 10% | \$75.00 /ft | \$2,078 | \$20,775 |
| | | 103,018-ft | 19.51 mi | | | Rounded | \$619,000 | \$6,185,235 |
| Replacement Value at today's cost: | | | | | | | \$6,185,000 | |
| \$7.50/ft-dia | | | | | | | | |

Manholes

| Category | Material | Quantity | Avg Est Age (years) ⁽¹⁾ | Approx. Useful Value ⁽³⁾ | Value (\$ per unit) | Estimated (\$) | |
|------------------------------------|----------|----------|------------------------------------|-------------------------------------|---------------------|------------------|--------------------|
| Manholes | Concrete | 343 | 37-yrs | 10% | \$15,000 | \$514,500 | \$5,145,000 |
| | | | | | | \$515,000 | \$5,145,000 |
| Replacement Value at today's cost: | | | | | | \$5,145,000 | |

NOTES:

1. Age of pipelines are based on interviews with City staff and available GIS data.
2. Pipe Diameter estimated based on interviews with City staff and available wastewater system reports.
2. Approximate Useful Value of existing piping and manholes based on Florida Public Service Commission Average Service Life Guidelines, and F.A.C. 25-30.140 (40 years gravity sewers, 27 years manholes).
3. Cost based on similar construction in Florida and engineer estimate.

Florida Rural Water Association

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Conn: **1,186**

GMS: **FLA012612**

Estimated WWTF Construction Costs

Year built: 1987, additions in 2003, gas chlorination added 2009

| | Capacity | Construction Cost | \$/gallon | Average Age (years) | Useful Life |
|--|-----------|-------------------|---------------|---------------------|-------------|
| Existing Wastewater Treatment Plant: Mechanical Bar Screen, Oxidation Ditch, Secondary Clarifiers, Chlorine Contact Chamber, Aerobic Digester, Reclaimed Water Ponds and Sprayfield Irrigation | | | | | |
| | 0.450 MGD | \$9,000,000 | \$20.00 / gal | 30 | 10% |
| Replacement Value at today's cost: | | \$9,000,000 | | | |
| Useful Life Value at today's cost: | | \$900,000 | | | |

Notes: 1. WWTP cost based on similar construction in Florida and engineer estimate

3. Useful life based Florida Public Service Commission Average Service Life Guidelines, F.A.C. 25-30.140 (27 years)

Florida Rural Water Association

2970 Wellington Circle, Tallahassee, Florida 32309

Member: **City of Williston**

Contact: **Terry Bovaird, Interim City Manager**

Address: **Williston, FL 32696**

Date: **21-Oct-22**

Version: **FINAL**

Conn: **1,186**

GMS: **FLA012612**

Wastewater Lift Stations

| | | Estimated Construction Cost | Average Age (years) | Useful Life Value | Unit Cost |
|-------------------------------------|----|--------------------------------|------------------------|------------------------------------|--------------------|
| Submersible Lift Stations | 16 | \$4,000,000 | 25 | \$400,000 | \$200,000 / ea |
| Major Lift Stations (LS1, LS2, LS7) | 3 | \$1,050,000 | 25 | \$105,000 | \$350,000 / ea |
| | | | | Useful Life Value: | \$505,000 |
| | | | | Replacement Value at today's cost: | \$5,060,000 |

1. Age estimated based on interviews with City staff.

2. Useful life based Florida Public Service Commission Average Service Life Guidelines, F.A.C. 25-30.140 (22 years).

Florida Rural Water Association

Member: **City of Williston**

Contact: **Terry Bovaird, Interim City Manager**

City: **Williston, FL 32696**

Date: **21-Oct-22**

Version: **FINAL**

Conn: **1,186**

GMS: **FLA012612**

Wastewater Transmission System - Inventory, Condition & Current Value

Replacement Value at today's cost price per inch-diameter per foot: \$7.50

| Pipe Dia (inches) | Pipe Material | Length (feet) | Length (miles) | Approximate Average Age | Approx. Useful Value | Value (\$ per ft) | Estimated (\$) | |
|------------------------------------|---------------|------------------|-------------------|----------------------------|----------------------------|----------------------|--------------------|--------------------|
| Wastewater Force Main | | | | | | | | |
| 4-In | PVC | 2,846-ft | 0.54 mi | 40 | 10% | \$30.00 /ft | \$8,537 | \$85,368 |
| 6-In | PVC | 54,066-ft | 10.24 mi | 40 | 10% | \$45.00 /ft | \$243,299 | \$2,432,988 |
| | | 56,912-ft | 10.78 mi | | | | | |
| Useful Life Value: | | | | | | | \$251,836 | \$2,518,356 |
| Replacement Value at today's cost: | | | | | | | \$2,518,356 | |

NOTES:

1. Age, material and diameter of pipelines interviews with operations staff. Pipeline lengths based on GIS data.
2. Useful life based on Florida Public Service Commission Average Service Life Guidelines, and F.A.C. 25-30.140 (27 years)

Florida Rural Water Association

2970 Wellington Circle, Tallahassee, Florida 32309

Member: **City of Williston**

Contact: **Terry Bovaird, Interim City Manager**

Address: **Williston, FL 32696**

Date: **21-Oct-22**

Version: **FINAL**

Conn: **1,586**

PWS **6382055**

Equivalent Residential Connection (ERC) Worksheet

WATER ERCS

Water Meter Breakdown by Size

| Type | Quantity | Size | ERC Factor | Total ERCS |
|----------------|-------------|------|------------|-------------|
| Residential | 1282 | 5/8" | 1 | 1282 |
| Nonresidential | 304 | 2" | 8 | 2432 |
| Total | 1586 | | | 3714 |

Ratio ERCS / Service Connection: 2.34

| | |
|-------------|-------------------|
| 3714 | Water ERCS |
|-------------|-------------------|

WASTEWATER ERCS

| Type | Quantity | Size | ERC Factor | Total ERCS |
|----------------|-------------|------|------------|-------------|
| Residential | 975 | 5/8" | 1 | 975 |
| Nonresidential | 211 | 2" | 8 | 1688 |
| Total | 1186 | | | 2663 |

Ratio ERCS / Service Connection: 2.25

| | |
|-------------|------------------------|
| 2663 | Wastewater ERCS |
|-------------|------------------------|

Source: Selina Leavy, City of Williston Utility Billing Supervisor

CITY COUNCIL AGENDA ITEM

November 8th, 2022

TOPIC: Resolution 2022-89 A Resolution of the City Council of the City of Williston Florida, establishing authorization for the City Council President to authorize the signing of a contract for Equix INC. to remove and replace a gas line through the WAWA property and providing an effective date.

Requested By: Donald Barber, Public Works Supervisor

BACKGROUND / DESCRIPTION:

From NW 7th street to NW 6th street, east to west, and from W Noble to NW 1st Ave, South to North, this property has been purchased by a developer to build a gas service station. It was previously five properties. There is a gas line that runs through the middle of three old parcels, now combined into one. It must be removed for the service station to be built. The cost of which will be paid for by the developer. The City of Williston through our membership with FGU will provide the customer with access to our contractor for the removal and replacement of this existing gas line. Staff is seeking approval for the contract to be signed by the Council President, and when the job is completed, the developer will re-imburse the city.

LEGAL REVIEW: NO

FISCAL IMPACTS: NONE OVERALL

RECOMMENDED ACTION: Staff recommends Approval

ATTACHMENTS: Quote and Work Scope

ACTION:

_____ **APPROVED**

_____ **DISAPPROVE**

CITY COUNCIL RESOLUTION NO. 2022-89

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY COUNCIL PRESIDENT TO AUTHORIZE THE SIGNING OF A CONTRACT FOR EQUIX INC. TO REMOVE AND REPLACE A GAS LINE THROUGHT THE WAWA PROPERTY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston has a need for removing and replacing of a gas main between West Noble Ave and NW 1st Ave; and

WHEREAS the community and development would be better served and secured; and

WHEREAS the City Council will enter a contract with Equix, Inc. for the removal and replacement of a two-inch gas main and all other work addressed in the contract.

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

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

Section 2. The Council President is authorized to execute the necessary contracts for the purchase and acquisition of a five-year licensing agreement and contract for software hosting and services for the City of Williston from Edmonds GovTech, INC.

PASSED AND ADOPTED at a meeting of the City Council this 8th day of November 2022.

CITY OF WILLISTON, FLORIDA

By: _____
Debra Jones, President

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Latricia Wright, City Clerk

By: _____
Scott Walker, City Attorney



8/18/2022

Katie Hall
Florida Gas Utility
4619 NW 53rd Avenue
Gainesville, FL 32653

RE: Proposal for Engineering Services for the 2-inch gas main relocation, in Williston, FL

Dear Katie,

Our company, MAI Engineering Services, Inc. (MAI), appreciates the opportunity to offer you this proposal to perform engineering services to assist you to complete the design and permitting for the gas pipeline relocation project in Williston, Florida.

Based on our discussion, we understand that you wish to obtain a proposal for us to complete the design and permitting for the proposed removal of the existing 2-inch steel gas main and the installation of a new 2-inch PE gas main along NW 6th St. Our detailed scope of work is described below.

SCOPE OF WORK:

TASK I: CONSTRUCTION PLAN AND PERMITTING OF THE ORANAGE ROUTE:

The scope for this project includes:

- Design and permit the proposed removal of 450 LF of existing 2-inch steel gas main between NW 7th St. and NW 6th St. and the proposed installation of 400 LF of 2-inch PE gas main along NW 6th St., in Williston, FL.
- MAI will prepare a Conceptual Site Plan for the project depicting the route and location of gas pipelines in reference to other underground utilities, roadway and above ground features in an attempt to reduce construction costs and avoid conflicts with other underground utilities.
- Once the route is approved, we will prepare Construction Plans for the Project to depict limits of project boundaries, pipeline locations, construction details, cross sections, required construction notes, general notes, general contract requirements, and documents suitable for bidding, permitting and construction.
- The construction plan development process will have a 60% and a 100% review and complete coordination with City of Williston, FDOT and FGU.
- MAI will provide drawings utilizing all available records, as-builts, roadway plans, agency records, utility company as-builts, aerial photography, site GPS surveys, and additional surveys from a Licensed Surveyor.
- We will coordinate with all other underground utility companies during the construction plan development to avoid conflicts.
- Prepare permitting submittal packages and obtain all ROW permits

MAI will prepare permit applications and submit plans, drawings, and specifications to obtain the permits from:

- City of Williston ROW Permit
- FDOT ROW Permit

2510 US1 South, Suite D • St. Augustine, Florida 32086 • web:www.maiengineer.com
Cell (904) 536-3705 • Tel: (904) 794-1760 • Fax: (904) 794-1768 • Email: quoc@maiengineer.com

MAI proposes to provide these services in **TASK I** with a sum amount of **\$2,200**.

SCHEDULE:

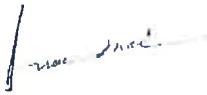
MAI will prepare all necessary drawings and details to obtain the required permits and finalize the drawings for construction of this project by the anticipated schedule as follows:

- o Notice to Proceed _____ August 19th, 2022
- o 60% Complete _____ September 2nd, 2022
- o 100% Complete _____ September 9th, 2022
- o Submit to FDOT & City _____ September 16th, 2022
- o Assist Bidding for Construction _____ September 16th, 2022
- o Obtain all Permits _____ October 16th, 2022
- o Estimate Start Construction _____ November 1st, 2022

Any and all items not specifically set forth in this proposal are excluded. Additional footage will be charged at \$1.85/ft rate. Specifically excluded items includes application fees, reproduction, ROW staking, Preliminary Archaeological Assessment and Report, wetlands mitigation, underground utilities VVH, dewatering permits, threatened/endangered species studies, historical resource study, easement documents, legal, geotechnical studies, soil borings, electrical engineering, legal, and as-built survey.

MAI appreciates the opportunity to provide you with our services and looks forward to another successful project with you. Should you have any questions, please do not hesitate to contact us.

Sincerely yours,



Quoc H. B. Mai, P.E., CGC

Signature of Notice to Proceed
Katie Hall
Florida Gas Utility

CONTRACT GENERAL CONDITIONS

In addition, the following items are stipulated:

- a) **Scope of Work** assumes normal engineering and design services. Additions or changes due to revisions required by the Client or any government agency will be billed based on the fee schedule herein.
- b) **Billing** is monthly based on documented project work with payment expected within 30 days. Delinquencies will be referred for collection. Any legal, collection, application, and permitting fees will be paid by the Client. Subcontract services will include a 15% surcharge to cover associated costs. The rate schedule is as follows:

| | | | |
|------------------------|--------------|-----------------|--------------|
| Principal Engineer | \$135.00/hr. | Senior Designer | \$ 85.00/hr |
| Project Manager/PE | \$120.00/hr. | Designer | \$ 75.00/hr. |
| Project/Field Engineer | \$ 90.00/hr. | Administrative | \$ 40.00/hr |

B&W Copies: 8½"x11" @ \$0.25 per, 11x17 @ \$0.50 per;
 Color Copies: 8½"x11" @ \$0.75 per, 11x17 @ \$1.50 per;
 24x36 B&W Prints: @\$2.5 per; Sepias @ \$0.75/SF; Reproducible Mylar @ \$4.40/SF;
 Facsimile Transmissions: 8½" x 11" @ \$1.50/page; 8½" x 14" \$1.75/page; and
 Binding: ¼"@ \$3 per set, ½"@ \$5 per, 1"@ \$10 per, 2"@ \$20 per, 3"@ \$30 per, 4"@ \$40 per
 Mileage @ \$.62.5/mile

- c) **Documents** provided to the Client are for information only, not reuse. Any reuse of print or electronic data without written approval by the Engineer will be at the Client's full risk and liability.
- d) **Liability** of the Engineer to the Client for any and all injuries, claims, losses, expenses, or damages shall not exceed the total fee of the project and shall include, but are not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.
- e) **Certification** represented by a signed or sealed statement of a professional engineer means that services performed were based upon his/her knowledge, information, and belief in accordance with commonly accepted procedures and applicable standards of practice but is not a guarantee or warranty.
- f) **Work Performed** on plans, designs, and documents will be prepared consistent with normal professional standard of care but does not guarantee success, approval, or issuance of permits.
- g) **Transfer or Termination** of this Contract requires written notice. Transfer of this Contract requires written consent of both parties. Termination of this Contract by the Client for any breach after ten (10) days requires compensation to the Engineer for any services performed and expenses incurred to termination date.
- h) **Limitation of Liability.** To the maximum extent permitted by law, MAI's liability for Client's damages will not exceed the compensation received by MAI under this Agreement. MAI is not responsible for the duties and responsibilities that belong to the borrower(s), developer(s), construction contractor(s), designer(s), testing laboratories, full-time inspector(s), or other parties associated with the Project not in the employ of or a subcontractor to MAI. The limitations of liabilities and indemnities will apply whether MAI's liability arises under breach of contract or warranty; tort, including negligence (but not sole negligence); strict liability, statutory liability; or any other causes of action; and shall apply to MAI's officers, employees, and subcontractors. Due to the inherent risk involved in the type

of services in this Agreement, at the Client's discretion, and upon payment of an additional fee to be negotiated, MAI's liability for the services can be increased.

- i) **No Third Party Beneficiaries.** This agreement gives no rights or benefits to anyone other than Client and MAI has no third party beneficiaries.
- j) **Client Supplied Data.** Information, data, studies, plans, etc., provided to MAI by the Client or the Client's consultants, agents, etc. will be relied upon by MAI as being accurate and correct. Unless specifically noted in the Scope of Services, MAI will not verify the accuracy or correctness of these documents and will not be held responsible, in any way, for errors, additional work, etc. brought about by its reliance on these documents.



September 6, 2022

Florida Gas Utility
Attn: Katie Hall
4619 NW 53rd Ave.
Gainesville, FL 32653

Re: 2" Steel Main Relocation - WAWA – Equix Energy Services, LLC Proposal

Mrs. Hall,

Equix Energy Services, LLC is pleased to provide pricing to Florida Gas Utility for the 2" Steel Main Relocation – WAWA in Williston, FL.

Our proposal is based on the information and map document provided via email on June 14, 2022. Please see below for clarifications and inclusion items to be performed under the Scope of Work assigned to Equix Energy Services, LLC for the Lump Sum Price of \$55,066.00.

Inclusions:

- (1) Mobilization
- Remove (450 LF) of Existing 2" Steel Gas Line
- Install (400 LF) of New 2" Steel Gas Line
- Tie-Into Existing 2" Steel Gas Line
- (1) Demobilization

Clarifications:

- Material to be provided by others
- Survey to be provided by others
- Permits to be provided by others
- Environmental (SWPPP) is not included
- Sod, Asphalt, and Concrete restoration is not included
- Select backfill is not included
- Hazardous Material/Waste to be handled by others (if encountered)
- Clear & Grubbing is not included

We can begin work within 2 weeks of notice to proceed and receiving this letter back with an authorized signature of proposal acceptance. Work will be invoiced upon completion net due 30 days from the date of the invoice without retainage or pay when paid clauses. This proposal is valid for 60 days.

Should you have any questions or would like to discuss any item in more detail, feel free to contact me at 850-878-1212.

Sincerely,


Clay Miller
Director of Operations

Florida Gas Utility - Authorized Signature and Date

EquixInc.com

32410 Blue Star Hwy
Midway, FL 32343

**Building Confidence
Since 1985**



City wants to remove approx. 450' of 2" steel (red line) and relocate it to 6th St (yellow line). New line will be 2" PE. Exact locations of the lines are unknown.



| | |
|--|---|
|  Existing 2" steel |  Gas main that may or may not exist. Size unknown |
|  Existing 2" steel that needs removed |  New 2" PE gas main |

Wawa 2" Gas Main Relocation

Materials

| | | | | | |
|---------------------|-----|----|--------|-----------|-----------------|
| 2" PE | 400 | \$ | 1.80 | \$ | 720.00 |
| stopper fittings | 4 | \$ | 900.00 | \$ | 3,600.00 |
| valves | 4 | \$ | 525.00 | \$ | 2,100.00 |
| transition fittings | 4 | \$ | 105.00 | \$ | 420.00 |
| caps | 2 | \$ | 20.00 | \$ | 40.00 |
| Contingency | | | | \$ | 1,376.00 |
| TOTAL | | | | \$ | 8,256.00 |

Date: 11-08-2022

COUNCIL AGENDA ITEM

RESOLUTION 2022-91:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LAND LEASE AGREEMENT FOR VACANT LAND BETWEEN BRANDON HERNANDEZ AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT WITH A LEGAL DESCRIPTION AS OUTLINED IN THE ATTACHED LAND LEASE AGREEMENT; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

FISCAL IMPACTS:

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

 CONTRACT XX **RESOLUTION 2022-91** **MAP**
 XX **LEASE** **OTHER DOCUMENTS**

COUNCIL ACTION:

 APPROVED

 DENIED

RESOLUTION NUMBER 2022-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LAND LEASE AGREEMENT FOR VACANT LAND BETWEEN BRANDON HERNANDEZ AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT WITH A LEGAL DESCRIPTION AS OUTLINED IN THE ATTACHED LAND LEASE AGREEMENT; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Brandon Hernandez has requested a land lease for vacant land located at the Williston Municipal Airport; and

WHEREAS, the relevant Codes of the City of Williston, Florida allow for leases of land at the Williston Municipal Airport under terms that comply with such codes and other relevant state and federal laws; and

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

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

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

Section 1. The City Council hereby approves the Land Lease Agreement for Vacant Land between Brandon Hernandez and the City of Williston, Florida and the appropriate City Officials are hereby authorized to execute the Land Lease Agreement which is attached hereto as Exhibit "A".

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

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

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

Debra Jones, City Council President

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

Approved as to Form and Legality:

Latricia Wright, City Clerk

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

LAND LEASE AGREEMENT
VACANT LAND

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

LESSEE:
Brandon Hernandez
16 NW 2nd Ave.
Williston FL 32696

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

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

WHEREAS, Brandon Hernandez ("the Lessee"), is desirous of leasing a certain parcel at the said airport as is hereinafter described for the purpose of Vehicle maintenance and repair;

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

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

Description: (by surveyor) - New Lease 1808

A parcel of land in the Southeast ¼ of Section 12, Township 13 South, Range 18 East, Levy County, Florida; being a portion of the Williston Industrial Sites, an unrecorded subdivision; being more particularly described as follows:

Commence at the Southeast corner of said Section 12, said corner being on the centerline of U.S. Highway No. 41 and run thence run South 00°13'08"West, along the centerline of said U.S. Highway No. 41, a distance of 28.45 feet; thence North 89°35'30"West, a distance of 1154.56 feet to the East right-of-way line of SW 8th Terrace and its Southerly Extension; thence North 00°43'20"East along said East right-of-way line, a distance of 753.98 feet to the to the Point-of-Beginning of the herein described parcel; thence continue North 00°43'20"East, a distance of 210.00 feet to the Southwest corner of the Well Bilt Lease; thence South 89°25'30"East, along the South line of said Well Bilt Lease, a distance of 210.00 feet; thence South 00°43'20"West, a distance of 210.00 feet; thence North 89°25'30"West, a distance of 210.00 feet to the said Point-of-Beginning Containing 1.012 Acres, more or less.

It is the responsibility of the Lessee, at the Lessee's sole expense, to satisfy itself, prior to the execution of this Agreement, as to the title and condition of the Premises including, without limitation, title to the

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

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

2. **TERM**: The initial term of this Lease shall be 2 years commencing on November 1, 2022, and ending at midnight, October 31, 2024. Should the Lessee hold over beyond the initial term or any renewal term without further extension of the term in accordance with the renewal terms of this lease, then the Lessee shall become a month-to-month tenant in accordance with law and upon the terms and conditions of this lease.
3. **RENT**: The rent for the first year of the initial term of this lease shall be \$6171.58. The rent shall be paid monthly, in advance, in the amount of \$514.30 per month, together with all applicable sales tax. The rent for the initial and any renewal and hold over terms shall be adjusted each year on the annual anniversary date of the lease by multiplying the rent for the prior year by the percentage increase or decrease in the composite Consumer Price Index for the most recent prior twelve months, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The rent shall be delivered by U.S. mail, addressed to City of Williston, Post Office Drawer 160, Williston, Florida 32696, or hand delivered to City Hall, 50 N.W. Main Street, Williston, Florida during regular business hours, and shall be considered paid upon receipt by Lessor. All payments required to be made by Lessee to Lessor pursuant to the Lease shall be deemed additional rent.
4. **NOTICES**: All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served by certified mail, return receipt requested, to Lessor, City of Williston at P.O. Drawer 160, Williston, Florida 32696-0160 and to Lessee, Brandon Hernandez at 16 NW 2nd Ave. Williston, FL 32696, or to such other address as Lessor or Lessee may by writing to the other so designate. Notice to Lessee may also be served by personal delivery.
5. **WARRANTIES OF TITLE AND QUIET POSSESSION**: The Lessor covenants that Lessor is seized of the demised premises and owner in fee simple thereof with the full right to make this Lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the demised premises during the term hereof.
6. **USES ALLOWED AND PROHIBITED**: The Lessee shall use the Premises only for the following purpose: Vehicle maintenance and repair. The Lessee shall not use or permit the Premises or any part of

Lessee Initials: _____

Lessor Initials: _____

Vacant Land Lease

the Premises to be used for any unauthorized or unlawful purpose, or for any purpose other than as set forth above.

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

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

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

Lessee Initials: _____

Vacant Land Lease

Lessor Initials: _____

support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the Lessee of its liability or obligation to indemnify the Lessor as set forth in this Article. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the Lessor shall not relinquish or waive any of its rights as a sovereign local government and the Lessor reserves all rights and defenses under applicable sovereign immunity law.

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

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

Lessee Initials: _____
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opportunity to cure a re-occurring Event of Default of the same type which has been previously notice by the Lessor and cured by the Lessee.

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

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

21. **CONDEMNATION:** In the event the entire premises hereby leased are taken in condemnation proceedings, the Lessee may cancel the Lease; should a substantial part of said premises be so taken, the Lessee may cancel this Lease or at its option retain the remainder of the premises, which shall be restored to tenantable condition, then the rental shall be apportioned; the rental thereafter shall be reduced in proportion to the amount of loss as a result of condemnation proceedings.
22. **CLEANLINESS:** Lessee shall at all times keep the leased premises in a reasonably neat and orderly condition and clean and free from rubbish and dirt. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the said premises and shall commit or suffer no waste of the said demised premises or maintain any nuisance thereon.
23. **DESTRUCTION OF PREMISES:** In the event of damage to or destruction of any improvements which are to be erected on said real property pursuant to the terms of this Lease, during the term of said Lease, from any cause covered by the insurance required hereunder, Lessee shall forthwith repair or rehabilitate the same. Such damage or destruction shall in no wise annul or void this Lease.

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

24. **LATE PAYMENT PENALTY:** All lease payments that are not paid by the due date are considered delinquent and shall be assessed a ten (10) percent penalty which shall be considered a part of the rent and shall be due and payable with the rent payment.
25. **OPTION TO EXTEND TERM OF LEASE:** Conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, Lessor does hereby grant to Lessee an option to extend the lease term automatically for 5 additional 2 year terms, on like terms and conditions, with the rent adjusted according to paragraph 3, and provided that the Lessee, at the least 90 days prior to the end of the then current term, gives written notice of its intent to exercise its option. Lessee's right to renew shall be conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, and any non-compliance with any term or provision of this lease by Lessee, regardless of whether notice was given by Lessor or whether the non-compliance was cured, shall constitute sufficient cause by Lessor to choose to refuse renewal of this lease.]
26. **BANKRUPTCY:** The Lessee agrees that if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety days after such appointment, then the Lessor may, at its option, declare the termination of this Lease agreement shall forthwith be entitled to immediate possession of the Premises.
27. **END OF TENANCY:** The Lessee will yield up the Premises and all additions thereto (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.
28. **PART OF MUNICIPAL AIRPORT:** It is understood and agreed by and between the parties hereto that the said property is a portion of the Williston Municipal Airport and, therefore, notwithstanding anything contained that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport. This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Lessor acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the deed of said lands to the Lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the United States of America, the State of Florida, or the Lessor pertaining to the Williston Airport. These terms and conditions include, but are not limited to, requirements that the Lessor obtain Fair market value rent for the leased premises for the duration of the lease term.
29. **NONDISCRIMINATION:** The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or

Lessee Initials: _____
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be otherwise subjected to discrimination in the use of said facilities, (2) and that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, department of transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to re-enter and as if said Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations Part 21 are followed and completed including exercise or expiration of appeal rights.

30. **AIRPORT PROTECTION:** Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport. The Lessee expressly agrees to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77. The Lessee expressly agrees to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.
31. **SUBROGATION CLAUSE:** The Lessor and Lessee shall waive all rights, each against the other, and against those holding under or through the Lessor or Lessee, for damages caused by fire or other perils to the extent covered by insurance where such damages are sustained in connection with the occupancy of the Premises.
32. **HAZARDOUS MATERIALS:** The Lessee shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of on, in, under or about the airport, without the prior written consent of the Lessor. To the fullest extent permitted by law, Lessee hereby agrees to indemnify, defend, protect and hold harmless Lessor and Lessor's Agents, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, loss or restriction on use of rentable space or of any amenity of the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term directly or indirectly from the presence of Hazardous Materials on, in or about the Premises which is caused or permitted by Lessee or Lessee's Agents. This indemnification includes, without limitation, any and all costs incurred in connection with any investigation of site conditions or any clean up remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of such Hazardous Material in, on or about the Premises or the soil or ground water on or under any building or any portion thereof. The Lessee shall promptly notify the Lessor of any release of Hazardous Materials at the airport, whether caused by the Lessee or any other persons or entities.

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

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

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

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

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

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

Lessee Initials: _____
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Lessor Initials: _____

33. **STORMWATER POLLUTION:** Lessee agrees to prepare and adhere to a Stormwater Pollution Prevention Plan that meets the requirements of federal and state law and that is approved by Lessor. Lessee agrees to provide a copy of said plan to Lessor.
34. **LITIGATION VENUE:** The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Levy County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Northern District of Florida.
35. **BENEFIT:** This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the legal representative successors and assigns of the parties hereto.
36. **ENTIRE AGREEMENT; APPLICATIONS INCORPORATED:** This lease represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. Any such modification on the part of the Lessor shall not be effective unless considered at a public meeting and approved by majority vote of the Williston City Council. All information provided by Lessee in the lease application process is incorporated herein by reference. Lessee warrants that all information provided to
37. **SECURITY DEPOSIT:** Lessor acknowledges receipt of \$ _____ as a security deposit for faithful performance by Lessee of Lessee's obligations under this lease. If Lessee faithfully performs the lease obligations and timely surrenders possession of the premises, Lessor will repay the security deposit, without interest, within 30 days after expiration of the term. If Lessee vacates or is removed from the premises because of Lessee's default before expiration of the term, Lessor may apply the security deposit to all damages sustained. Any deposit balance that remains on the expiration date of the term will be paid to Lessee within 30 days.
38. **MEMORANDUM OF LAND LEASE AGREEMENT:** The parties hereto agree to execute a memorandum of this Land Lease Agreement to be recorded with the Clerk of Courts of Levy County, Florida on or before sixty (60) days after the date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate this _____ day of _____, 2022.

LESSEE:
BRANDON HERNANDEZ

LESSOR:
CITY OF WILLISTON

BY: _____
BRANDON HERNANDEZ

BY: _____
PRESIDENT, CITY COUNCIL

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

ATTEST: _____
CITY CLERK

GUARANTY:

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

GUARANTOR:

By: _____
Individually

[*name individual*]

[*individual's address*]

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

Prepared by and return to:
City of Williston City Attorney
S. Scott Walker

MEMORANDUM OF LAND LEASE

THIS MEMORANDUM OF LEASE entered into this ____ day of _____, 202____,
by and between the City of Williston, Florida, (the "Lessor"), and Brandon Hernandez, (the "Lessee"),

WITNESSETH:

WHEREAS, the Lessor and the Lessee have entered into a Land Lease Agreement dated _____, 2022, (the "Lease"), pursuant to which the Lessor leases to the Lessee that certain real property herein described; and

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

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

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

A parcel of land in the Southeast $\frac{1}{4}$ of Section 12, Township 13 South, Range 18 East, Levy County, Florida; being a portion of the Williston Industrial Sites, an unrecorded subdivision; being more particularly described as follows:

Commence at the Southeast corner of said Section 12, said corner being on the centerline of U.S. Highway No. 41 and run thence run South 00°13'08"West, along the centerline of said U.S. Highway No. 41, a distance of 28.45 feet; thence North 89°35'30"West, a distance of 1154.56 feet to the East right-of-way line of SW 8th Terrace and its Southerly Extension; thence North 00°43'20"East along said East right-of-way line, a distance of 753.98 feet to the to the Point-of-Beginning of the herein described parcel; thence continue North 00°43'20"East, a distance of 210.00 feet to the Southwest corner of the Well Bilt Lease; thence South 89°25'30"East, along the South line of said Well Bilt Lease, a distance of 210.00 feet; thence South 00°43'20"West, a distance of 210.00 feet; thence North

89°25'30"West, a distance of 210.00 feet to the said Point-of-Beginning Containing 1.012 Acres, more or less.

2. Unless sooner terminated as provided in the Lease, the initial term of the Lease is for two years, beginning on November 1, 2022 and ending on October 31, 2024. The Lessee has an option pursuant to the Lease to renew the Lease for five (5) additional two (2) year terms.

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

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

LESSEE:
BRANDON HERNANDEZ

BY: _____
BRANDON HERNANDEZ

LESSOR:
CITY OF WILLISTON

BY: _____
PRESIDENT, CITY COUNCIL

ATTEST:

CITY CLERK

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Debra Jones, the President of the City Council of the City of Williston, and Latricia Wright, the City Clerk, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

STATE OF FLORIDA
COUNTY OF LEVY

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

Notary Public

McMillen Surveying, Inc.

444 Northwest Main Street
Williston, FL 32696
352 528-6277

Invoice

| Date | Invoice # |
|-----------|-----------|
| 7/25/2022 | 5694 |

| Bill To |
|---|
| City of Williston 50 N.W. Main Street Williston, Florida, 32696 |

| Project Number |
|----------------|
| 2022-158a |

| Description | Amount |
|---|-----------------------|
| Boundary Survey creating a 1 acre Lease Parcel South of Well Bilt on S.W. 8th Terrace at the Williston Airport which includes setting property corners and writing the new legal description. for: City of Williston site: vacant (Lease Parcel 1808) | 650.00 |
| Please remit to above address. | Total \$650.00 |

SW 8TH TERRACE
ASPHALT PAVED ROADWAY

N0°43'20"E 210.00'

EAST RIGHT-OF-WAY LINE OF
SW 8TH TERRACE
N0°43'20"E 733.98' (NOT TO SCALE)

SW CORNER OF
WELL BILT LEASE
1/2" ROD
"MCMILLEN"
P.S.M. 5469"

SOUTH LINE OF WELL BILT LEASE

S89°25'30"E 210.00'

1/2" ROD
"MCMILLEN"
P.S.M. 5469"

38.92'

GRAVEL

GRAVEL

New Lease 1808
(Vacant Land)
1.012 Acres

CHECK WITH LOCAL
BUILDING DEPARTMENT
FOR BUILDING
SETBACKS

P.O.B.

N89°25'30"W 210.00'

S0°43'20"W 210.00'

PART OF PARCEL

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. 12075C
0405F, EFFECTIVE: 11/02/2012.

Notes:

1. Bearings hereon are referred to an assumed value of North 45°00'51" East for the computed line between a metal rod in a concrete casing marked "Willport AZ MK 1889" and a metal rod in a concrete casing marked "Willport 1889" along the easterly edge of the Northwest-Southwest runway, said bearing is identical with the published State Plane Coordinates for the Florida West Zone.
- 2a. Features and improvements, (i.e. foundations, utilities, septic tanks, etc.) not visible beneath the surface of the ground, have not been located unless specifically depicted or noted hereon. If a septic tank is shown upon the map, it was located by probing the ground only and not by excavation. Additional wells and septic tanks may exist which are unknown to the surveyor.
- b. Fences, overhead wires, and symbols shown hereon may be exaggerated for pictorial purposes only and are not to scale.
- c. Property lines should not be reconstructed based on distances to improvements.
- d. Additions or deletions to Survey Maps by other than the signing surveyor is prohibited without written consent of the signing surveyor.
- e. This survey does not reflect or determine ownership.
- f. This survey is certified to the date of the data acquisition in the field (shown hereon as survey date), ONLY.
3. Instruments of record reflecting easements, rights-of-way, and/or ownership were furnished to the surveyor via a Title Commitment. No search of the public records has been done by the surveyor for any encumbrances for subject property or adjoining properties.
4. The building setbacks shown hereon were taken from the record plat or information furnished to the surveyor only. Therefore, if no building setbacks are shown hereon, this does not imply that there are none on subject property. It is suggested, by 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.
5. Subject Property shown hereon may be a division of a parent tract based on information provided by the client. If so, this survey does not guarantee a building permit and it is suggested that all divisions are verified at the proper building department with the current zoning of the subject property.
6. Information from the Federal Emergency Management Agency (F.E.M.A.) Flood Insurance Rate Map shown hereon was current as of the effective or revised date of said map. Map revisions and amendments are periodically made by letter and may not be reflected on said map.

Description: (by surveyor) - New Lease 1808

A parcel of land in the Southeast 1/4 of Section 12, Township 13 South, Range 18 East, Levy County, Florida; being a portion of the Williston Industrial Sites, an unrecorded subdivision; being more particularly described as follows:

Commence at the Southeast corner of said Section 12, said corner being on the centerline of U.S. Highway No. 41 and run thence run South 00°13'08" West, along the centerline of said U.S. Highway No. 41, a distance of 28.45 feet; thence North 89°35'30" West, a distance of 1154.56 feet to the East right-of-way line of SW 8th Terrace and its Southerly Extension; thence North 00°43'20" East along said East right-of-way line, a distance of 753.98 feet to the Point-of-Beginning of the herein described parcel; thence continue North 00°43'20" East, a distance of 210.00 feet to the Southwest corner of the Well Bilt Lease; thence South 89°25'30" East, along the South line of said Well Bilt Lease, a distance of 210.00 feet; thence South 00°43'20" West, a distance of 210.00 feet; thence North 89°25'30" West, a distance of 210.00 feet to the said Point-of-Beginning.

Containing 1.012 Acres, more or less.

LEGEND:

- = 4"x4" CONC. MONUMENT FOUND (NO IDENT. UNLESS SHOWN)
- = IRON MARKER FOUND
- = 1/2" IRON ROD SET MARKED "MCMILLEN P.S.M. 5469"
- = 1/2" IRON ROD SET MARKED "WITNESS P.S.M. 5469"
- △ = NAIL & DISK SET "PRM PCP" "MCMILLEN P.S.M. 5469"
- ◆ = UTILITY POLE
- (P) = PLAT
- (M) = MEASURED
- (D) = DESCRIPTION
- (C) = CALCULATED
- IDENT. = IDENTIFICATION
- (R.B.) = REFERENCE BEARING
- P.O.C. = POINT-OF-COMMENCEMENT
- P.O.B. = POINT-OF-BEGINNING
- P.U.E. = PUBLIC UTILITY EASEMENT
- P.U.A.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
- CH = CHORD
- B.S. = BUILDING SETBACK
- = FENCE LINE
- - - - - = GUY WIRE ANCHOR

EAST RIGHT-OF-WAY LINE OF
SW 8TH TERRACE
N0°43'20"E 733.98' (NOT TO SCALE)

P.O.C.
SOUTHEAST CORNER OF
SECTION 12, TOWNSHIP 13
SOUTH, RANGE 18 EAST,
LEVY COUNTY, FLORIDA
NAIL & DISK FOUND

CENTERLINE OF U.S.
HIGHWAY NO. 41

U.S. HIGHWAY NO. 41

13

18

(NOT TO SCALE)
N89°35'30"W 1154.56'

S.W. 19TH AVENUE

L1 S00°13'08"W 28.45'

Graphic Scale

1 inch = 30 ft.

Map of Boundary Survey
Lying in the Southeast 1/4 of Section 12, Township 13
South, Range 18 East, Levy County, Florida



MCMILLEN SURVEYING, INC.
Williston, Florida, 32696
Office: 352 528-6277

Prepared By:
For more information please
visit our website
www.mcsurveying.com
or email us at
info@mcsurveying.com

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

Florida Professional Surveyor and
Mapper License No. LS 5469
Florida Professional Surveyor and
Mapper Business License No. LB 8041
NOT VALID WITHOUT THE SIGNATURE &
ORIGINAL SEAL OF A FLORIDA
LICENSED SURVEYOR & MAPPER
STEPHEN M. MCMILLEN, P.S.M.
Professional Surveyor & Mapper

PREPARED FOR: City of Williston
Scale: 1"=30'
Proj. No. 2022-158a
Drawn: C.W.C.
Clerk: S.M.M.
Dwg. Name: 2022-158a
Survey Date: 7/22/2023
Field Book FILE
Pages

Date: 11-08-2022

COUNCIL AGENDA ITEM

RESOLUTION 2022-92:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING A PROPOSED FINAL SUBDIVISION PLAT FOR COUNTRY LANE ESTATES; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: LAURA JONES, CITY PLANNER

PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

FISCAL IMPACTS:

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

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

COUNCIL ACTION:

 APPROVED

 DENIED

CITY COUNCIL RESOLUTION 2022-92

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING A PROPOSED FINAL SUBDIVISION PLAT FOR COUNTRY LANE ESTATES; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a proposed final subdivision plat for Country Lane Estates, located off of NW 4th Avenue, between NW 4th Street and NW 7th Street, with the general location of 510 NW 4th Street, has been filed with the City; and

WHEREAS, the City of Williston Planning and Zoning Commission approved the final subdivision plat on October 25, 2022; and

WHEREAS, the City Council has determined that the final subdivision plat for Country Lane Estates meets all the relevant requirements of the Code of Ordinances and Land Development Code of the City of Williston, Florida; and

WHEREAS, the City Council has determined it is in the City's best interest to approve the final subdivision plat for Country Lane Estates, a copy of which is attached hereto as Exhibit A and any other such documents as are required to finalize this final plat; and

WHEREAS, the City Council approved the final subdivision plat on November 8, 2022.

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

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

Section 2. The City Council hereby approves the Final Subdivision Plat for Country Lane Estates.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED at a meeting of the City Council this 8th day of November 2022.

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

Debra Jones, City Council President

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

Approved as to Form and Legality:

Latricia Wright, City Clerk

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

November 8, 2022

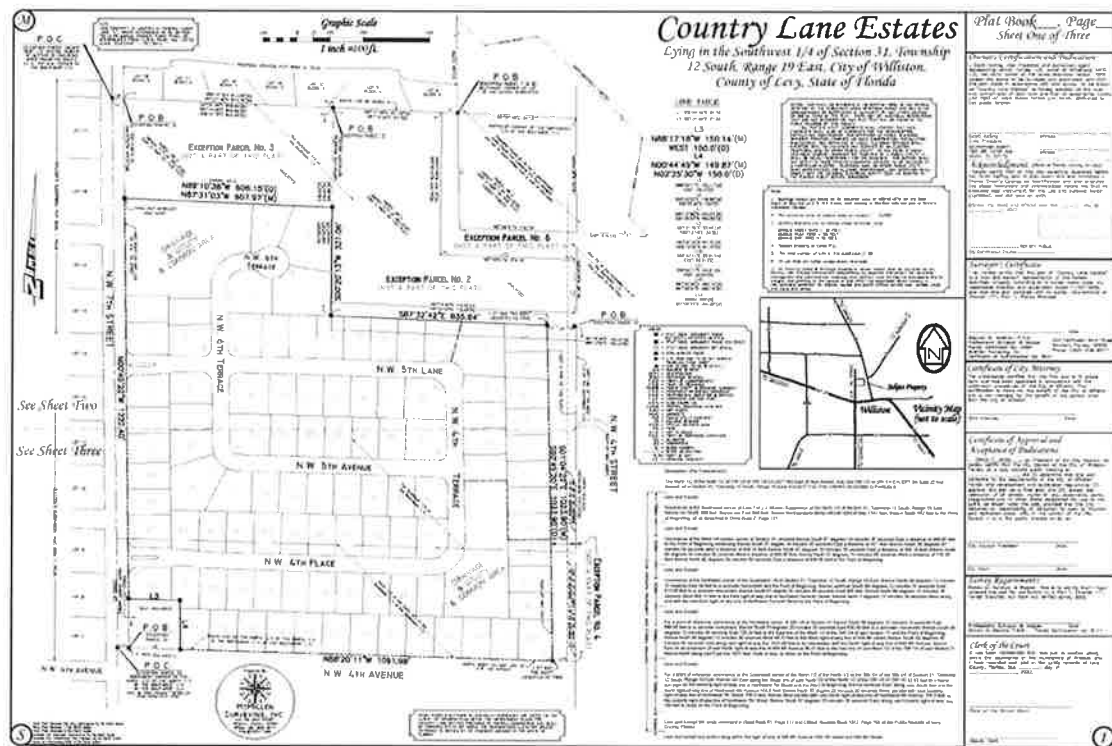
CITY COUNCIL AGENDA ITEM

Country Lane Estates – Final Plat

Applicant: A-Plus Homes DBA Armstrong Homes

Project: Country Lane Estates

FINAL PLAT MAP



SUMMARY

Country Lane Estates falls under the description for a Major Subdivision and must follow Chapter 56 - SUBDIVISION REGULATIONS, of the Willison Code of Ordinances.

This project is located off of NW 4th Avenue, between NW 4th Street and NW 7th Street, with the general location of 510 NW 4th Street. A-Plus Homes, Inc. A Florida Corporation D/B/A Armstrong Homes is the owner and Steven M. McMillan, PSM, Surveyor is the Agent.

November 8, 2022

Country Lanes Estates consists of 33.418 acres and 98 lots. Ingress/ egress to the development is located off of NW 7th Street with 69 lots inside the subdivision and 29 lots with driveways located off either NW 7th St., NW 4th Ave. or NW 4th St.

All lots meet the minimum setback requirements for a R-1-A zoning district. The final plat has exact lot sizes and does meet minimum lot requirements. Easements have been put in place on the plat to accommodate electric utilities, water, gas and sewer. Easements, tracts and right-of-way's will be dedicated to the public. An easement has been added for electric utilities on the northern part of the development. Common areas and drainage easements will be conveyed to the Country Lane Estates Homeowners Association for ownership, management and maintenance.

Approval of this development complies with the Land Development Code for Major subdivision; therefore, staff recommends approval. No major changes have occurred between the preliminary plat approval and the final plat approval.

LEGAL REVIEW: None

FISCAL IMPACTS: None

RECOMMENDED ACTION: Recommendation to approve Final Plat for Country Lane Estates.

ATTACHMENTS:

Application
Plat
Developer's Agreement

PLANNING COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

APPLICATION FOR SUBDIVISION PRELIMINARY PLANS

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

(Please type or write very clearly)

 **ORIGINAL**

County 911 Approved Subdivision Name: Country Lane Estates

Parcel Number: #04777-000-00

Legal Description: ATTACHED

General Location and/or Street Address: 510 NW 4th St, Williston, FL 32696

Project Area: 33.418AC

of Units: 98

Density: _____

Zoning: R-1-A

Typical Lot Size: 0.230-0.583AC **# of Phases:** _____

Lots & Acres by Phase: _____

Acres of Recreation Area: 0.032AC **# Acres of Wetlands:** _____

Acres of Roads & R/W: 4.611AC **Public or Private Streets:** Public

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

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

Applicant Name: Steve M. McMillen, PSM

Email Steve@mcsurveying.com

Applicant Address: 444 NW Main Street, Williston, FL 32696

Applicant Phone #: 352-528-6277 **Cell Phone** _____ **Fax #** _____
and/or E-mail: _____

Owner Name: Armstrong Land LLC Represented by Scott Keiling
Email _____

Owner Address: 700 NW 107th Ave, Miami, FL 33172

Owner Phone #: 305-485-2771 **Fax # and/or E-mail:** _____

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

Contact Name: Steve M. McMillen, PSM

Email: Steve@mcsurveying.com

Contact Address: 444 NW Main Street, Williston, FL 32696

Phone #: 352-528-6277

Fax #: n/a

RECEIVED

CERTIFICATION

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

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

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

Applicant Signature

Date

OWNER'S APPLICATION AUTHORIZATION STATE OF FLORIDA COUNTY OF LEVY

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

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

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

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

Owner's Signature

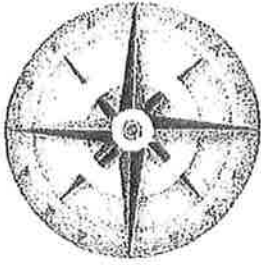
This is to certify that on _____, 20____ before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared _____ he/she is personally known to me or has produced _____ as identification and Did (Did Not) Take an Oath.

SEAL

Signature of Acknowledger

Acknowledger Name

Serial Number My Commission Expires



McMillen Surveying, Inc.

444 Northwest Main Street

Williston, Florida, 32696

Office: 352 528-6277

State of Florida
County of Levy

I, Scott Keating on behalf of Armstrong Land, LLC, hereby give Stephen M. McMillen, P.S.M., President of McMillen Surveying, Inc, the authority to act as my Authorized Agent to facilitate the **Platting Process** upon "Country Lane Estates" on the following parcel lying in:

Section 31, Township 12 South, Range 19 East,
County: Levy
State: Florida
Parcel ID# _____, City: Williston

04777-006-00

Signature [Signature]
Printed Scott Keating Date: 8/26/22

Signature _____
Printed _____ Date: _____

Notary Public, State of Florida
At Large

[Signature]

My Commission Expires: 2/6/2025



Gina Melton
Notary Public
State of Florida
Comm# HH085452
Expires 2/6/2025



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

ARMSTRONG LAND, LLC

Filing Information

Document Number L21000101211

FEI/EIN Number N/A

Date Filed 03/02/2021

State FL

Status ACTIVE

Principal Address

4600 W. CYPRESS STREET
SUITE 200
TAMPA, FL 33607

Mailing Address

700 N.W. 107TH AVENUE
SUITE 400
MIAMI, FL 33172

Registered Agent Name & Address

CORPORATE CREATIONS NETWORK INC.
801 US HIGHWAY 1
NORTH PALM BEACH, FL 33408

Authorized Person(s) Detail

Name & Address

Title AMBR

LENNAR HOMES, LLC
700 N.W. 107TH AVENUE, SUITE 400
MIAMI, FL 33172

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2022 | 04/29/2022 |

Document Images

[04/29/2022 -- ANNUAL REPORT](#)

[View image in PDF format](#)



North American Title Insurance Company

1855 Gateway Boulevard, Suite 600 Concord, CA 94520 (800) 374-8475 or (800) 869-3434

PROPERTY INFORMATION REPORT

Agent File No: Country Lane Estates

NATIC File No.: 2022-08225-FL

Date: August 23, 2022

Effective Date: 08-17-2022 at 5:00 pm

Recipient / Agent / Customer: Lennar Title

Attn: Catherine P. Mueller, Esq.

Re: Country Lane Estates

Search From: 01-03-1983 to: 08-17-2022

In the Public Records of: Levy County, FL

Owner of Record:

Armstrong Land, LLC, a Florida limited liability company, by Virtue of Special Warranty Deed recorded in Official Records Book 1582, Page 864, of the Public Records of Levy County, Florida.

Legal Description:

Country Lane Estates

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Mortgage Information:

NO.

Judgment and Lien Information:

NO.

Tax Information:

Tax Year 2021.

Parcel / Folio No.: 04777-000-00.

Gross Tax Amount: \$11,960.24

Status of Taxes: PAID.

Informational:

1) Recorded Notice of Environmental Resource Permit recorded in Official Records Book 1621, Page 439.

The above-captioned property has been searched only by the above description and by no other description or name. This report purposely omits restrictions, easements, subdivision agreements and any reference to mortgages, judgments and/or liens which appear to be satisfied of record or have expired pursuant to Florida Statutes.

This report does not reflect those documents, if any, which may have been recorded prior (other than an assumed mortgage) or subsequent to the time period covered herein and which may disclose the possible existence of encumbrances, liens, rights, interests or other matters which may affect the subject property.

This report does not directly or indirectly set forth or imply any opinion, warranty, guarantee, insurance, or other similar assurance. This report only discloses documents or information appearing in the Official Records as described in §28.222, Florida Statutes, and in the records of a county tax collector pertaining to ad valorem real property taxes and special assessments imposed by a government authority against real property. This report does not disclose documents or information appearing in the Secretary of State filing office, or in any other state or federal governmental filing office pertaining to real or personal property or litigation of any type. Only contractual remedies are available for an error or omission that arises from the Property Information Report.

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

This Company expressly disclaims any liability for loss or damage resulting from reliance on this certificate in excess of the amount paid to NORTH AMERICAN TITLE INSURANCE COMPANY for this Property Information Report.

NORTH AMERICAN TITLE INSURANCE COMPANY

By: *Andres Cassella*

Andres Cassella, on behalf of North American Title Insurance Company,
and without any personal liability as abstractor or otherwise.

EXHIBIT A

A parcel of land being a portion of the Southwest 1/4 of Section 31, Township 12 South, Range 19 East, Levy County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of the Southwest 1/4 of Section 31, Township 12 South, Range 19 East; thence S87°45'09"E, along the North line of said Southwest 1/4 of Section 31, for 33.04 feet to the Southwest corner of Lot 18, Block 4, according to the plat of PINERIDGE ESTATES, as recorded in Plat Book 5, Page 24, of the Public Records of Levy County, Florida, same being the point of intersection with the East Right-of-Way line of NW 7TH STREET; thence leaving said North line of the Southwest 1/4 of Section 31, S00°30'56"E, along said East Right-of-Way line of NW 7TH STREET, for 305.24 feet to the POINT OF BEGINNING; thence leaving said East Right-of-Way line of NW 7TH STREET, S87°16'02"E, for 607.98 feet to a concrete monument; thence S00°35'41"W, for 331.00 feet to a concrete monument; thence S87°18'18"E, for 635.73 feet to the point of intersection with the West Right-of-Way line of NW 4TH STREET; thence S00°49'51"E, along said West Right-of-Way line of NW 4TH STREET, for 1,024.00 feet to the point of intersection with the North Right-of-Way line of NW 4TH AVENUE; thence leaving said West Right-of-Way line of NW 4TH STREET, N88°05'27"W, along said North Right-of-Way line of NW 4TH AVENUE, for 1,091.94 feet to the Southeast corner of that certain property as described in Official Records Book 1566, Page 889, of the Public Records of Levy County, Florida; thence leaving said North Right-of-Way line of NW 4TH AVENUE, N00°30'56"W, along the East line of said certain property as described in Official Records Book 1566, Page 889, lying east of and parallel to said East Right-of-Way line of NW 7TH STREET, for 150.13 feet to the Northeast corner of said certain property as described in Official Records Book 1566, Page 889; thence N88°05'27"W, along the North line of said certain property as described in Official Records Book 1566, Page 889, lying North of and parallel to said North Right-of-Way line of NW 4TH AVENUE, for 150.13 feet to the Northwest corner of said certain property as described in Official Records Book 1566, Page 889, same being the point of intersection with said East Right-of-Way line of NW 7TH STREET; thence N00°30'56"W, along said East Right-of-Way line of NW 7TH STREET, for 1,222.29 feet to the POINT OF BEGINNING.

Being one in the same as the lands described as follows:

The North 1/2 of the North 1/2 of Southwest 1/4 of Southwest 1/4 Except the East 25 feet thereof; and the Northwest 1/4 of Southwest 1/4 Except the East 25 feet thereof, all in Section 31, Township 12 South, Range 19 East; Except the following described Parcels:

Less and Except:

Commence at the Southwest corner of Lots 7 of J. J. Mixson Subdivision of the North 1 / 2 of Section 31, Township 12 South, Range 19 East, thence run South 350 feet, thence run East 840 feet, thence Northwesterly along railroad right-of-way 1182 feet, thence South 482 feet to the Point of Beginning, all as described in Deed Book Z, Page 181.

Less and Except:

Commence at the West 1/4 Section corner of Section 31, proceed thence South 87 degrees 14 minutes 35 seconds East a distance of 646.85 feet to the Point of Beginning continuing thence South 87 degrees 14 minutes 35 seconds East a distance of 321 feet; thence South 00 degrees 47 minutes 59 seconds West a distance of 434.18 feet; thence South 87 degrees 32 minutes 35 seconds East a distance of 395.16 feet; thence South 00 degrees 39 minutes 50 seconds West a distance of 203.85 feet; thence North 87 degrees 14 minutes 35 seconds West a distance of 715.20 feet; thence North 00 degrees 39 minutes 50 seconds East a distance of 636.00 feet to the Point of Beginning.

Less and Except:

Commence at the Northwest corner of the Southwest 1/4 of Section 31, Township 12 South, Range 19 East, thence South 89 degrees 12 minutes 10 seconds East 33 feet to a concrete monument and the Point of Beginning; thence continue South 89 degrees 12 minutes 10 seconds East 613.95 feet to a concrete monument; thence South 1 degrees 20 minutes 00 seconds East 305 feet; thence North 89 degrees 10 minutes 38 seconds West 608.15 feet to the East right-of-way line of Northwest Seventh Street; thence North 2 degrees 15 minutes 30 seconds West along and with the said East right-of-way line of Northwest Seventh Street to the Point of Beginning.

Less and Except:

For a point of reference, commence at the Northwest corner of Southwest 1/4 of Section 31 thence South 89 degrees 12 minutes 10 seconds East 646.95 feet to a concrete monument; thence South 01 degrees 20 minutes 00 seconds East 635.89 feet to a concrete monument; thence South 89 degrees 13 minutes 00 seconds East 720.34 feet to the East line of the West 1/2 of the Southwest 1/4 of said Section 31 and the Point of Beginning; thence North 89 degrees 13 minutes 00 seconds West 84.70 feet to the West right-of-way line of NW 4th Street; thence South 2 degrees 45 minutes 20 seconds East along said right-of-way line 1023.90 feet to its intersection with the North right-of-way line of NW 4th Avenue; thence East on an extension of said North right-of-way line of NW 4th Avenue 66.91 feet to the East line of said West 1/2 of the Southwest 1/4 of said Section 31; thence North along said East line 1023 feet, more or less, to close on the Point of Beginning.

Less and Except:

For a point of reference, commence at the Southwest corner of the North 1/2 of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 31, Township 12 South, Range 19 East; thence run East along the South line of said North 1/2 of the North 1/2 of the Southwest 1/4 of Southwest 1/4 33.03 feet to a found iron pipe on the Easterly right-of-way line of Northwest 7th Street and the Point of Beginning; thence continue East, along said South line and the North right-of-way line of Northwest 4th Avenue 150.0 feet; thence North 02 degrees 25 minutes 30 seconds West, parallel with said Easterly right-of-way line of Northwest 7th Street, 150.0 feet; thence West parallel with said North right-of-way line of Northwest 4th Avenue 150.0 feet to the Easterly right-of-way line of Northwest 7th Street; thence South 02 degrees 25 minutes 30 seconds East, along said Easterly right-of-way line, 150 feet to close on the Point of Beginning.

Less and Except the lands conveyed in Deed Book 61, Page 417 and Official Records Book 1012, Page 709 of the Public Records of Levy County, Florida.

Less and except any portion lying within the right of way of NW 4th Avenue, NW 7th Street and NW 4th Street.

Warranty Deed (Limited Liability Company)

This Indenture, made, November 6, 2018 A.D.

Between Park Place Estates, LLC, whose post office address is: 2210 34th Way NE Suite G, Largo, Florida 33771 existing under the laws of the State of , Grantor and A-Plus Homes, Inc., a Florida corporation d/b/a Armstrong Homes whose post office address is:

1415 SW 12th Street, Ocala, FL 34471 Grantee,

13770 58th Street, Suite 312
Clearwater, FL
33760

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Levy, State of Florida, to wit:

See Attached Exhibit "A"

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: 0477700000

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this Instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Park Place Estates, LLC

Signed and Sealed in Our Presence:

By: Rosemary E. Piazza
Rosemary E. Piazza
Manager

By: Vincent J. Lentini
Vincent J. Lentini
Manager

Lisa Merrill
Witness Print Name: LISA MERRILL
Suzanne Kay Stine
Witness Print Name: SUZANNE KAY STINE

State of Florida
County of Pinellas

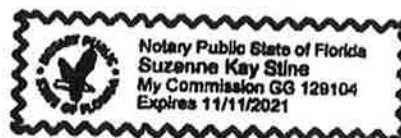
The foregoing Instrument was acknowledged before me this 1st day of November, 2018, by Rosemary E. Piazza, Manager and Vincent J. Lentini, Manager of Park Place Estates, LLC a limited liability company existing under the laws of the State of Florida, on behalf of the company.

He/She is personally known to me or has produced _____ as identification.

Suzanne Kay Stine (Seal)
Notary Public
Notary Printed Name: SUZANNE KAY STINE

My Commission Expires: _____

Record and Return to:
Prepared by incidental to
preparation of a title policy by:
Sarah Veigert, an employee of
Superior Title Insurance Agency of Marion County, LLC,
421 South Pine Avenue
Ocala, Florida 34471
File Number: 91814



Florida Corporate Deed/Letter

Exhibit "A"

The North 1/2 of the North 1/2 of Southwest 1/4 of Southwest 1/4 Except the East 25 feet thereof; and the Northwest 1/4 of Southwest 1/4 Except the East 25 feet thereof, all in Section 31, Township 12 South, Range 19 East; Except the following described Parcels:

Less and Except:

Commence at the Southwest corner of Lots 7 of J.J. Mixson Subdivision of the North 1/2 of Section 31, Township 12 South, Range 19 East, thence run South 350 feet, thence run East 840 feet, thence Northwesterly along railroad right-of-way 1182 feet, thence South 482 feet to the Point of Beginning, all as described in Deed Book Z, Page 181.

Less and Except:

Commence at the West 1/4 Section corner of Section 31, proceed thence South 87 degrees 14 minutes 35 seconds East a distance of 646.85 feet to the Point of Beginning continuing thence South 87 degrees 14 minutes 35 seconds East a distance of 321 feet; thence South 00 degrees 47 minutes 59 seconds West a distance of 434.18 feet; thence South 87 degrees 32 minutes 35 seconds East a distance of 395.16 feet; thence South 00 degrees 39 minutes 50 seconds West a distance of 203.85 feet; thence North 87 degrees 14 minutes 35 seconds West a distance of 715.20 feet; thence North 00 degrees 39 minutes 50 seconds East a distance of 636.00 feet to the Point of Beginning.

Less and Except:

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Less and Except:

For a point of reference, commence at the Northwest corner of Southwest 1/4 of Section 31 thence South 89 degrees 12 minutes 10 seconds East 646.95 feet to a concrete monument; thence South 01 degrees 20 minutes 00 seconds East 635.89 feet to a concrete monument; thence South 89 degrees 13 minutes 00 seconds East 720.34 feet to the East line of the West 1/2 of the Southwest 1/4 of said Section 31 and the Point of Beginning; thence North 89 degrees 13 minutes 00 seconds West 84.70 feet to the West right-of-way line of NW 4th Street; thence South 2 degrees 45 minutes 20 seconds East along said right-of-way line 1023.90 feet to its intersection

File Number: 91814

Legal Description - Exhibit A

with the North right-of-way line of NW 4th Avenue; thence East on an extension of said North right-of-way line of NW 4th Avenue 66.91 feet to the East line of said West 1/2 of the Southwest 1/4 of said Section 31; thence North along said East line 1023 feet, more or less, to close on the Point of Beginning.

Less and Except:

For a point of reference, commence at the Southwest corner of the North 1/2 of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 31, Township 12 South, Range 19 East; thence run East along the South line of said North 1/2 of the North 1/2 of the Southwest 1/4 of Southwest 1/4 33.03 feet to a found iron pipe on the Easterly right-of-way line of Northwest 7th Street and the Point of Beginning; thence continue East, along said South line and the North right-of-way line of Northwest 4th Avenue 150.0 feet; thence North 02 degrees 25 minutes 30 seconds West, parallel with said Easterly right-of-way line of Northwest 7th Street, 150.0 feet; thence West parallel with said North right-of-way line of Northwest 4th Avenue 150.0 feet to the Easterly right-of-way line of Northwest 7th Street; thence South 02 degrees 25 minutes 30 seconds East, along said Easterly right-of-way line, 150 feet to close on the Point of Beginning.

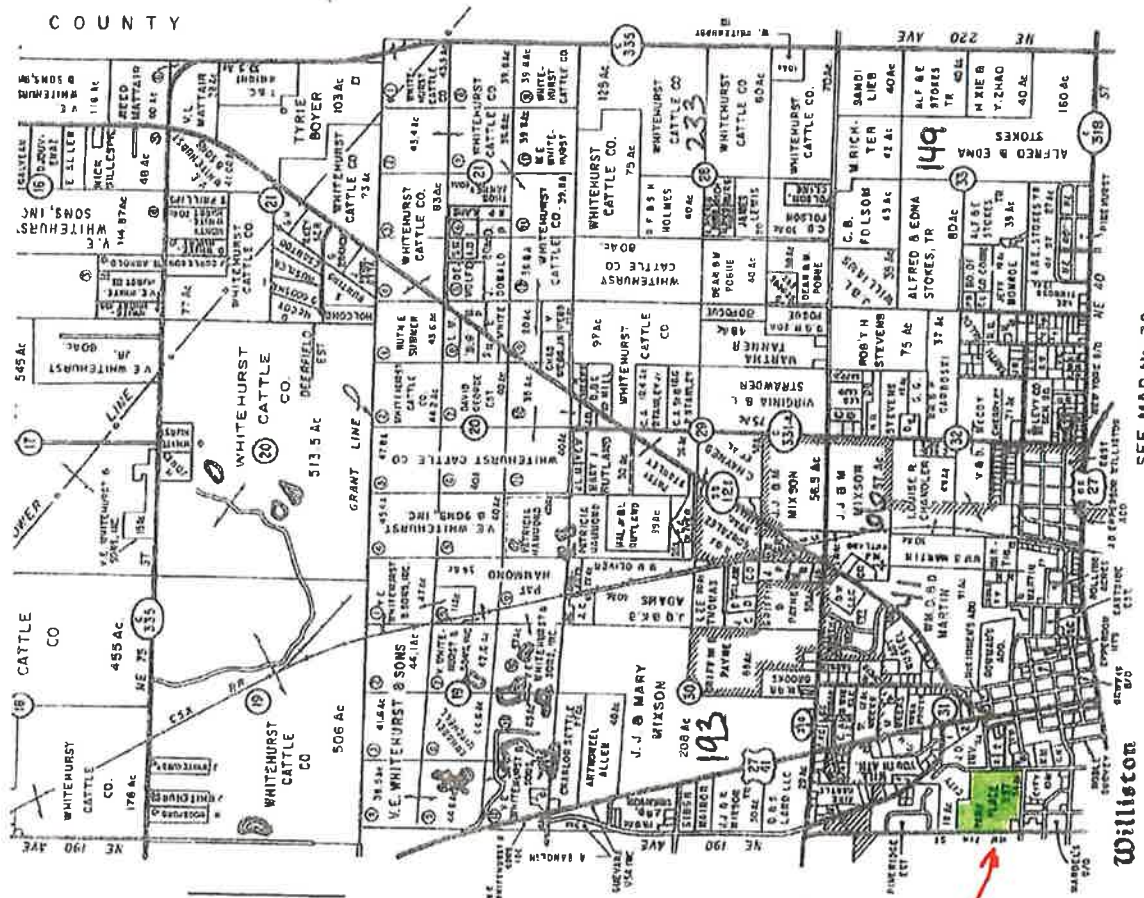
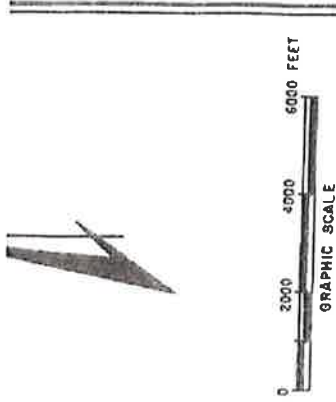
Less and Except the lands conveyed in Deed Book 61, Page 417 and Official Records Book 1012, Page 709 of the Public Records of Levy County, Florida.

Less and except any portion lying within the right of way of NW 4th Avenue, NW 7th Street and NW 4th Street.

File Number: 91814

Legal Description - Exhibit A





SEE MAP No. 34

SEE MAP No. 38

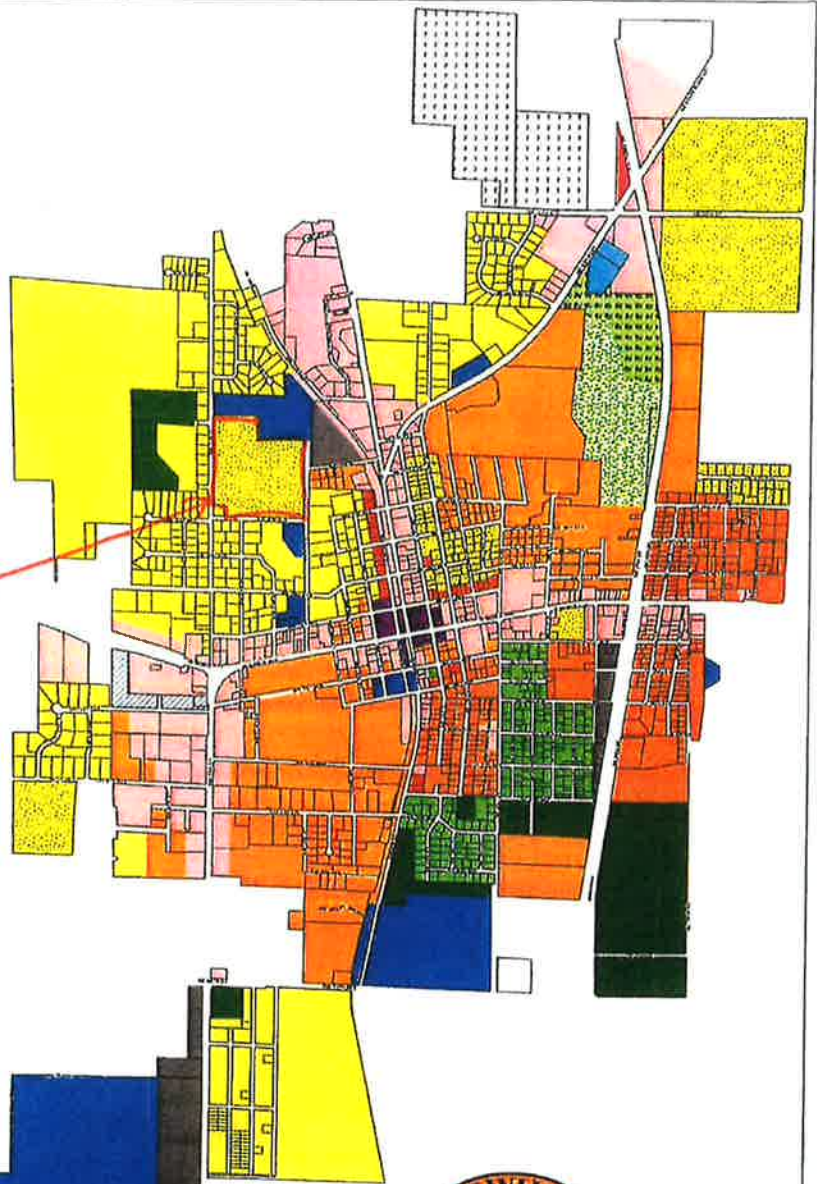
Subject Property

TWP. 12 S.
RGE. 19 E.

Levy County, Florida

-  A - Agricultural
-  C-1 - Commercial General
-  C-2 - Commercial Intensive
-  CBD - Central Business District
-  I - Industrial
-  P - Public
-  PD - Planned Development
-  QP - Quasi-Public
-  R-1 - Residential Single-Family
-  R-1-A Residential Single-Family
-  R-2 - Residential Duplex
-  RB - Residential Business
-  REC/O - Recreation/Open Space
-  RM-1-A - Residential Mobile Home
-  RM-2 - Residential Multifamily
-  RVP - Recreational Vehicle Park
-  SI - Spray Irrigation
-  U - Unknown

*Subject
Property*



CITY OF WILLISTON FLORIDA

2020 ZONING MAP

DISCLAIMER: This map and/or digital data is for planning purposes only and should not be used to determine the precise location of any feature. The City of Williston provides no warranty for the accuracy or availability of the data.

DISCLAIMER: The Levy County Property Appraiser's office does not take responsibility for errors and/or omissions regarding this mapping information.

DISCLAIMER: This map and/or digital data is for planning purposes only and should not be used to determine the precise location of any feature. The Williston Regional Planning Council provides no warranty for the accuracy or availability of the data.

0 0.25 0.5 1 Miles

*Lying in the Southwest 1/4 of Section 31, Township
12 South, Range 19 East, City of Williston,
County of Levy, State of Florida*

- [illegible]

[illegible]

UNPLATED
(NOT A PART OF THIS REPORT)

Matchline

See Sheet Three

Graphic Scale

1 inch = 50 ft.

This Instrument Prepared by and Return To:
W. James Gooding III
Gilligan, Gooding, Batsel, Anderson & Phelan, P.A.
1531 SE 36th Avenue
Ocala, FL 34471

Record and Return to:
City of Williston
50 NW Main Street
Williston, FL 32696

Rec. \$ _____

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT, by and between:

- Armstrong Land, LLC, a Florida limited liability company ("Developer"), whose mailing address is 700 N.W. 107th Avenue, Suite 400, Miami, FL 33172; and
- City of Williston, Florida, a Florida municipal corporation, whose address is 50 NW Main Street, Williston, FL 32696, ("City").

WHEREAS:

- A. Developer owns the Property¹ within the municipal limits of City.
- B. Developer intends to develop the Property as the Subdivision pursuant to the Plat.
- C. Developer has submitted the Improvement Plans and Preliminary Plat to City.
- D. Developer and City desire to enter into this Agreement pursuant to Section 56-16(9) of the City Code.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and City agree as follows:

1. **Definitions.** As set forth herein, the following terms have the following meanings:
 - 1.1. *Improvement Plans* – The improvement plans prepared by Burrell Engineering, Inc. for the Subdivision Improvements.
 - 1.2. *Plat* – A plat of the Subdivision to be recorded in the Public Records of Levy County, Florida.
 - 1.3. *Preliminary Plat* – The preliminary plat prepared by McMillen Surveying, Inc.
 - 1.4. *Property* – The real property described in the attached **Exhibit A**.

¹ Terms capitalized herein and not otherwise defined herein are defined in paragraph 1 below.

- 1.5. *Subdivision* – The residential subdivision known as “Country Lane Estates” to be established pursuant to the Plat.
 - 1.6. *Subdivision Improvements* – The improvements to the Property necessary to develop it as the Subdivision.
2. **City Approval.** City hereby approves the Improvement Plans and Preliminary Plat.
3. **Jurisdiction.** The City shall have and exercise exclusive jurisdiction over the review and approval of plans and specifications for public facilities in accordance with this Agreement.
4. **Developer Covenants.** Developer hereby covenants and agrees:
 - 4.1. Developer shall construct the Subdivision Improvements pursuant to the Improvement Plans and the provisions of Section 56-29 of the City Code (except to the extent such provisions are inconsistent with the Improvement Plans).
 - 4.2. The total number of lots within the Subdivision shall be 98.
 - 4.3. All common areas within the Subdivision shall be conveyed to a homeowners’ association established for the Subdivision pursuant to Chapter 720, Florida Statutes, which shall thereafter maintain the common areas. Each common areas shall be identified as a “Drainage Area/Common Area” (or similar phrase) on the Plat.
 - 4.4. The building setbacks shall be as depicted on the Plat.
5. **Homeowners Association.** The Articles and Bylaws of any Homeowner’s Association (“HOA”) for the Property and any deed restrictions related thereto shall be furnished to the City for approval by the City Attorney prior to the recording thereof in the Public Records of Levy County, Florida. Such recording shall take place before a Certificate of Occupancy is issued for the first development project on land covered by this Agreement. The HOA shall at a minimum be responsible for maintaining the common open space, and any common utility systems, consistent with this Agreement. The Developer shall be responsible for establishing the HOA and recording said information in the Public Records of Levy County, Florida. The City is not responsible for the enforcement of any agreements or deed restrictions entered into between property owners or occupiers of the Property. If maintenance of the Property is not maintained following issuance of a Certificate of Occupancy, the City has Code Enforcement Services.
6. **Lift Station Improvements.**
 - 6.1. Developer intends to utilize an existing City lift station located at near the northwest corner of the Subdivision.
 - 6.2. City has advised Developer that in order for Developer to utilize the lift station, it will likely need to be upgraded, or that a new lift station will need to be constructed, to accommodate wastewater from the Subdivision.
 - 6.3. Developer will design, permit and construct either upgrades (the “LS Upgrades”) to the lift station, or a new lift station (the “New LS”), pursuant to the following procedures:

- 6.3.1. Within three (3) months of the date of this Agreement, Developer will submit to City proposed plans for the LS Upgrades. City will review the proposed plans to confirm that the lift station can be upgraded pursuant to the plans. If City determines the lift station cannot be upgraded, Developer will submit to City proposed plans for the New LS.
 - 6.3.2. Following City's approval of the plans, Developer will obtain all permits necessary to construct the LS Upgrades or the New LS, as the case may be and thereafter shall construct the LS Upgrades or the New LS with all due diligence.
 - 6.3.3. Developer shall complete the construction of the LS Upgrades or the New LS prior to the issuance of any certificate of occupancies for homes within the Subdivision.
7. **Tree Preservation.** Developer will install at least two *shade trees* (as defined in Section 44-10 of the City Code) of no less than 2 and one-half inch *DBH* (as defined in Section 44-10 of the City Code) on each lot in connection with the construction of the home on such lot.
8. **Subdivider's Agreement.** This Agreement constitutes the "subdivider's agreement" referred to in Section 56-16(9) of the City Code.
9. **Natural Gas Lines.**
 - 9.1. City will install, at its expense, natural gas lines within the Subdivision to the boundaries of the platted lots within the Subdivision. The gas lines may be installed within streets, within platted utility easements, or within additional easements to be provided by Developer to City for the installation and maintenance of the gas lines. The parties anticipate that the gas lines will be located in the same easements as for electric utility providers if the required separation can be maintained. City shall coordinate its construction of the gas lines consistent with Developer's time frame for completion of the Subdivision Improvements.
 - 9.2. Developer shall cause all builders of homes within the Subdivision to either install appliances or other equipment that utilize natural gas within each home or, if the builder is building a custom home, to provide the purchaser with the option to include such appliances or other equipment.
10. **Insurance.**
 - 10.1. Prior to start of construction of the public improvements, Developer shall provide, at no cost to the City, a policy or policies of insurance naming the City as additional insured on a primary and noncontributory basis from insurance companies acceptable to the City and licensed in the State of Florida. The insurance coverage shall be consistent with City's reasonable requirements and the following.
 - 10.2. The insurance coverage required by this paragraph shall include the coverage specified above with policy limits of not less than \$1,500,000.00 Combined Single Limit general liability and \$1,500,000.00 Combined Single Limit automobile liability (including, but not limited to, bodily injury (including death) and property damage) per occurrence. These minimum limits may be met through a combination of primary and umbrella insurance policies. The commercial general liability insurance coverage shall include completed "incident" as opposed to "claims made" insurance coverage and liability insurance

applicable to Developer's obligations under this Agreement. All such insurance shall remain in effect until the City issues its written notice of the release of Security of the completed Project. In addition, Developer shall maintain "incident" as opposed to "claims made" insurance for at least one (1) year after the City issues its written notice of release of Security. Developer shall furnish the City with evidence of the continuation of all such insurance at the time of issuance of the notice of release of Security.

10.3. Prior to commencing any work on the Project, Owner will furnish to the City a certificate of insurance evidencing the required coverage.

10.4. The furnishing of the aforesaid insurance shall not relieve Owner of its obligation to indemnify the City in accordance with the provisions of this Agreement.

11. **Ownership and Maintenance of Streets and Utilities.**

11.1. Following Developer's construction of water and sewer lines, it will, upon request of City, execute and deliver to City a bill of sale for the lines, which shall thereafter maintain such lines.

11.2. Following Developer's construction of the other Subdivision Improvements (including any LS Upgrades or New LS required by paragraph), City will thereafter maintain such Subdivision Improvements, together with the natural gas lines installed by City pursuant to paragraph .

12. **Inspection of Public Improvements Required.** Public improvements shall be inspected and tested for compliance with the City's requirements by the City's Public Works Director or its designee. The Developer shall notify the City of the need for an inspection consistent with the City's requirements. The City shall have the right to inspection of all construction work being performed. If the City's Engineer or Construction Inspector finds upon inspection that any of the public improvements have not been constructed in accordance with the approved construction plans, the City's development or designs standards, then, the Developer shall be responsible for completing and correcting the deficiencies (at its expense) such that they are brought into conformance with the applicable standards. Any change in design that is required during construction shall be made by a licensed professional engineer. All revisions shall be approved by the City's Public Works Director.

13. **Limitation.** Nothing in this Agreement shall:

13.1. Supersede or take precedence over any existing ordinances, regulations or codes of City.

13.2. Require City to waive any provisions of Florida law or its ordinances, policies or police powers, including, without limitation, provisions related to required budgeting procedures.

13.3. Deprive City of the right to exercise all powers it has under Florida law and its Charter and ordinances related to the development of real property and the provision of public services.

14. **Ownership.** Developer represents to City that Developer is the owner of the Property and has authority to enter into this Agreement. Upon request of City, owner will provide City a current title opinion, acceptable to City, evidencing owner's ownership of the Property and right to enter into this Agreement.

15. **Recordation.** The Parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Levy County, Florida.
16. **Binding Obligations.**
- 16.1. This Agreement and all amendments hereto shall be recorded in the public records of Levy County. In addition, all assignments of this Agreement shall be recorded in the public records of Levy County and a copy of the recorded assignment shall be delivered to the City as a condition to the City having notice of the assignment or having the assignment binding upon the City.
- 16.2. All obligations and covenants of Developer under this Agreement shall constitute covenants running with the land, and shall bind Developer and each successive owner of all of any portion of the Property; provided, however, the terms of this Agreement shall (i) not be binding on the owner of any residence that is purchased by such owner from a homebuilder, and (ii) be subordinate to the lien of (and shall not be binding on) any mortgagee who finances or refinances residences constructed on the Property.
17. **Releases.** From time to time upon written request of Developer, the Council President and City Manager, or designee of their choice, shall execute, in recordable form, subject to approval as to form by the City Attorney, a partial release of this Agreement if the requirements of this Agreement have been met, subject to the continued application of the Building Codes and the Development Regulations.
18. **Estoppel Certificates.** From time to time upon written request of Developer, the Council President and the City Manager, or a designee of their choice, will execute a written estoppel certificate, subject to approval as to form by the City Attorney, identifying any obligations of Developer under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, Developer is in compliance with its duties and obligations under this Agreement, except as expressly identified. The City is entitled to recover all of the City's out-of-pocket expense for gathering the information required to sign the estoppel certificate, including professional and consulting fees and related expenses, and such expense shall be paid prior to the City releasing the estoppel certificate.
19. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all prior liens, mortgages, and other encumbrances that are not satisfied or released of record must be subordinated to the terms of this Agreement or the Lienholder must join in this Agreement. It shall be the responsibility of the Developer to promptly obtain the said subordination or joinder, in form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.
20. **Attorney's Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. **Notices.**
- 22.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by Communication complying with the terms of this paragraph:
- 22.1.1. For City: Jackie Gorman, City Manager, 50 NW Main Street, Williston, FL 32696; email: city.manager@willistonfl.org.
- a. With copy to: Jonathen Bishop, Public Works Director, 50 NW Main Street, Williston, FL 32696; email: jonathen.bishop@willistonfl.org.
- b. With copy to: Laura Jones, Community Development Director, 50 NW Main Street, Williston, FL 32696; email: city.planner@willistonfl.org.
- 22.1.2. For Developer: Chris Armstrong, 1415 SW 17th Street, Ocala, FL 34471; email: chris@armstronghomes.net.
- 22.2. Each such Communication shall be deemed delivered:
- 22.2.1. On the date of delivery if by personal delivery;
- 22.2.2. On the date of email transmission if by email (subject to paragraph 22.5); and
- 22.2.3. If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.
- 22.2.4. Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.
- 22.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.
- 22.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.
- 22.5. Concerning Communications sent by email: the Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received; if the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns; any email that the recipient replies to,

or forwards to any person, shall be deemed delivered to the recipient; the sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and the sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.

23. **Indemnification.** The Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City.
24. **Authority and Enforceability.** Both Parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Levy County, Florida, if this Agreement is breached by either Party. In the event that enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Developer be responsible for the payment of all of the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Property superior to all others. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.
25. **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
26. **Applicable Law: Venue.** This Agreement, and the rights and obligations of the City and the Developer hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Levy County, Florida, or the U.S. Federal District Court in and for the Northern District of Florida.
27. **Force Majeure.** Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care. Any suspension of obligation(s) because of any force majeure shall terminate automatically sixty (60) days following the provision of the notice described by this section, unless otherwise separately agreed by the affected Party(ies).

28. **Omission.** Failure of this Agreement to address any particular permit, condition, terms or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.
29. **Further Documents.** Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.
30. **Consideration.** This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.
31. **Waiver.** Waiver by either Party or any breach of this Agreement, or the failure of either Party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance of this Agreement.
32. **Zoning.** Developer understands that the rezoning process is subject to all City ordinances and regulations governing rezoning, including, but not limited to, review by the City, all applicable public hearings, and approval by the City Council. Further, the Developer understands and concedes that the City will not and cannot by law waive the requirements governing the rezoning process.
33. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Levy County, Florida.
34. **Restrictions.** Developer will cause deed restrictions to be recorded against the Property to assure a quality development and give recourse to those who will own individual residential units in the development to enforce said restrictions.
35. **Entire Understanding.** This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties. The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

IN WITNESS WHEREOF, the parties have caused these presents to be executed this _____ day of _____, 2021.

**THIS PART OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES START ON NEXT PAGE**

Armstrong Land, LLC, A Florida limited liability company

By: Lennar Homes, LLC, a Florida limited liability company, as Manager

By: _____ as _____

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, _____, by _____ as _____ of Lennar Homes, LLC, a Florida limited liability company, as Manager of Armstrong Land, LLC, a Florida limited liability company, on behalf of such company.

Notary Public, State of Florida

Name: _____

(Please print or type)

Commission Number: _____

Commission Expires: _____

Notary: Check one of the following:

____ Personally known OR

____ Produced Identification (if this box is checked, fill in blanks below).

Type of Identification Produced: _____

City of Williston, Florida

By: _____
Debra Jones as Council President

ATTEST:

Latricia Wright
Williston City Clerk

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 202, by Debra Jones as Council President of City of Williston, Florida.

Notary Public, State of Florida
Name: _____
(Please print or type)
Commission Number: _____
Commission Expires: _____

Notary: Check one of the following:
____ Personally known OR
____ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____

EXHIBIT A PROPERTY

The North 1/2 of the North 1/2 of SW 1/4 of SW 1/4 EXCEPT the East 25 feet thereof; AND the NW 1/4 of SW 1/4 EXCEPT the East 25 feet thereof, all in Section 31, Township 12 South, Range 19 East; EXCEPT THE FOLLOWING DESCRIBED PARCELS:

Less and Except:

Commence at the Southwest corner of Lots 7 of J.J. Mason Subdivision of the North 1/2 of Section 31, Township 12 South, Range 19 East, thence run South 350 feet, thence run East 840 feet, thence Northwesterly along railroad right-of-way 1182 feet, thence South 482 feet to the Point of Beginning, all as described in Deed Book Z, Page 181.

Less and Except:

Commence at the West 1/4 section corner of Section 31, proceed thence South 87 degrees 14 minutes 35 seconds East a distance of 646.85 feet to the Point of Beginning continuing thence South 87 degrees 14 minutes 35 seconds East a distance of 321 feet; thence South 00 degrees 47 minutes 59 seconds west a distance of 434.18 feet; thence South 87 degrees 32 minutes 35 seconds East a distance of 385.16 feet; thence South 00 degrees 39 minutes 50 seconds West a distance of 203.85 feet; thence North 87 degrees 14 minutes 35 seconds West a distance of 716.20 feet; thence North 00 degrees 39 minutes 50 seconds East a distance of 636.00 feet to the Point of Beginning.

Less and Except:

Commence at the Northwest corner of the Southwest 1/4 of Section 31, Township 12 South, Range 19 East, thence South 89 degrees 12 minutes 10 seconds East 33 feet to a concrete monument and the Point of Beginning; thence continue South 89 degrees 12 minutes 10 seconds East 613.95 feet to a concrete monument; thence South 01 degree 20 minutes 00 seconds East 305 feet; thence North 89 degrees 10 minutes 36 seconds West 608.15 feet to the East right-of-way line of Northwest Seventh Street; thence North 2 degrees 15 minutes 30 seconds West along and with the said East right-of-way line of Northwest Seventh Street to the Point of Beginning.

Less and Except:

For a point of reference, commence at the Northwest corner of SW 1/4 of Section 31 thence South 89 degrees 12 minutes 10 seconds East 646.85 feet to a concrete monument; thence South 01 degrees 20 minutes 00 seconds East 635.89 feet to a concrete monument; thence South 89 degrees 13 minutes 00 seconds East 720.34 feet to the East line of the West 1/2 of the SW 1/4 of said Section 31 and the Point of Beginning; thence North 89 degrees 13 minutes 00 seconds West 84.70 feet to the West right-of-way line of NW 4th street; thence South 02 degrees 45 minutes 20 seconds East along said right-of-way line 1023.90 feet to its intersection with the North right-of-way line of NW 4th Avenue; thence East on an extension of said North right-of-way line of NW 4th Avenue 66.91 feet to the East line of said West 1/2 of the SW 1/4 of said Section 31; thence North along said East line 1023 feet, more or less, to close on the Point of Beginning.

Less and Except:

For a point of reference, commence at the Southwest corner of the North 1/2 of the North 1/2 of the SW 1/4 of the SW 1/4 of Section 31, Township 12 South, Range 19 East; thence run East along the South line of said North 1/2 of the North 1/2 of the SW 1/4 of SW 1/4 33.03 feet to a found iron pipe on the easterly right-of-way line of Northwest 7th Street and the Point of Beginning; thence continue East, along said South line and the North right-of-way line of Northwest 4th Avenue 150.0 feet; thence North 02 degrees 25 minutes 30 seconds West, parallel with said Easterly right-of-way line of Northwest 7th Street, 150.0 feet; thence West parallel with said North right-of-way line of Northwest 4th Avenue 150.0 feet to the easterly right-of-way line of Northwest 7th Street; thence South 02 degrees 25 minutes 30 seconds East, along said Easterly right-of-way line, 150 feet to close on the Point of Beginning.

Less and Except the lands conveyed in Deed Book 61, Page 417 and Official Records Book 1012, Page 709 of the Public Records of Levy County, Florida.

Less and except any portion lying within the right of way of NW 4th Avenue, NW 7th Street and NW 4th Street.

Date: November 8, 2022

COUNCIL AGENDA ITEM

TOPIC: Resolution 2022-93: A resolution of the City Council of the City of Williston, Florida, establishing authorization for the City Council President to authorize the purchase of Itron 100W Endpoints and providing an effective date.

REQUESTED BY: JASON LEE

PREPARED BY: JASON LEE

BACKGROUND / DESCRIPTION: ERT meters are a critical component of the billing and integration monitoring system. It will allow meter readers to capture the water reads easier.

LEGAL REVIEW:

FISCAL IMPACTS: \$13,727.52

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED

CITY COUNCIL RESOLUTION NO. 2022-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY COUNCIL PRESIDENT TO AUTHORIZE THE PURCHASE OF ITRON 100W ENDPOINTS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston has a need for Water meter ERT's; and

WHEREAS the ERT's are a critical component of billing and system integration monitoring; and

WHEREAS the City Council will authorize a purchase for one-hundred and forty-four ERT's.

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 made a part of this resolution.

Section 2. The Council President is authorized to execute the necessary purchase and acquisition of one-hundred and forty-four ERT's for the water utilities division and inventory.

PASSED AND ADOPTED at a meeting of the City Council this 8th day of November 2022.

CITY OF WILLISTON, FLORIDA

By: _____
Debra Jones, President

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Latricia Wright, City Clerk

By: _____
Scott Walker, City Attorney
Kiersten Ballou, Attorney



Date: 11-08-2022

COUNCIL AGENDA ITEM

RESOLUTION 2022-94:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LEASE AGREEMENT FOR A ROOM IN CITY HALL BETWEEN CENTRAL FLORIDA COMMUNITY ACTION AGENCY, INC. AND THE CITY OF WILLISTON, PROPERTY MORE SPECIFICALLY DESCRIBED IN ATTACHED LEASE; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: CITY MANAGER, TERRY BOVAIRD
PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

FISCAL IMPACTS:

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

____ CONTRACT XX RESOLUTION 2022-94 ____ MAP
XX LEASE ____ OTHER DOCUMENTS

COUNCIL ACTION:

____ APPROVED

____ DENIED

RESOLUTION NUMBER 2022-94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LEASE AGREEMENT FOR A ROOM IN CITY HALL BETWEEN CENTRAL FLORIDA COMMUNITY ACTION AGENCY, INC. AND THE CITY OF WILLISTON, PROPERTY MORE SPECIFICALLY DESCRIBED IN ATTACHED LEASE; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Central Florida Community Action Agency, Inc. has requested a lease for a room located in the Williston City Hall; and

WHEREAS, the relevant Codes of the City of Williston, Florida allow for leases of this type under terms that comply with such codes and other relevant state and federal laws; and

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

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

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

Section 1. The City Council hereby approves the Lease Agreement between Central Florida Community Action Agency, Inc. and the City of Williston, Florida and the appropriate City Officials are hereby authorized to execute the Lease Agreement which is attached hereto as Exhibit "A".

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

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

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

Debra Jones, City Council President

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

Approved as to Form and Legality:

Latricia Wright, City Clerk

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

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated this _____ day of _____, 2022, by and between the CITY OF WILLISTON, P.O. Drawer 160, Williston, Florida 32696, a municipal corporation chartered under the laws of the State of Florida, hereinafter called "CITY" and the Central Florida Community Action Agency, Inc., hereinafter called "LESSEE."

WITNESSETH:

1. **DESCRIPTION OF PREMISES:** That for and in consideration of the covenants and agreements herein contained and the rents reserved and to be paid by the LESSEE to the CITY, the CITY has leased, let and rented, and by these presents does lease, let and rent unto the LESSEE the following described property in Williston, Levy County, Florida, to-wit:

_____ Room located inside the City of Williston City Hall
at address 50 NW Main Street, Williston, Florida 32696.

2. **TERM:**

A. **Initial Term:** The LESSEE shall have the right to have and to hold the above-described premises for a term of one (1) year (consisting of twelve (12) calendar months) commencing the _____ day of _____, 2022 hereinafter referred to as the Initial Term, subject to the parties' rights to renew this lease upon the same terms and conditions as set forth herein and subject to earlier termination as herein provided.

B. **Extension Option:** This lease shall automatically renew from year to year, unless either party gives written notice at least thirty (30) days prior to the then-current Expiration Date. Such cancellation and termination shall be without penalty to either party and shall be effective within thirty (30) days after one party gives written notice of termination to the other. However, the giving of such notice shall not release either the CITY or LESSEE from full and faithful performance of all covenants of this Lease during the period between the giving of notice and the effective date of cancellation and termination.

3. **USE AND POSSESSION:** LESSEE shall use the leased premises for the purposes for use as a museum. The LESSEE agrees that the leased premises shall at no time be used for any unlawful purpose. The CITY may at any reasonable time enter upon the leased premises by its agent for the purpose of inspecting the same. The CITY shall provide the LESSEE with keys to the front door of City Hall and the _____ Room. The LESSEE shall have access to the premises as necessary. The LESSEE shall not lock the front door if any other individuals or groups are using the premises but shall lock the front door if no other individuals or groups are using the premises.

4. **RENTAL:** LESSEE hereby covenant and agree to pay to the CITY, a yearly rent of [REDACTED], beginning on the commencement date of this Lease and continuing on the first day of each calendar year thereafter. Rent shall be paid to the CITY at the above listed address.
5. **UTILITIES:** CITY shall pay one hundred percent (100%) of the utilities and other services furnished to the premises for the term of this Lease, including but not limited to electricity, gas, water, garbage, sewage, and security monitoring.
6. **NOTICES:** For purpose of notice or demand, the respective parties shall be served by certified or registered mail, return receipt requested, addressed to the LESSEE at their principal office address as set forth herein, and to the CITY at its principal office address as set forth herein.
7. **ALTERATIONS AND MAINTENANCE:** LESSEE by occupancy hereunder, accepts the leased premises as being in good repair and condition and shall maintain the property in a clean and organized manner. This includes the restroom facilities and other common areas during times outside of regular CITY business hours, i.e. on Fridays, Saturdays, Sundays, and holidays. However, should any damage occur to any portion of the buildings by reason of the negligence of LESSEE, its agents, servants, customers or employees, such damage shall be promptly repaired by LESSEE at its expense. LESSEE shall keep clean of all trash and litter of any kind on the inside of said premises and the grounds immediately surrounding the building. The LESSEE shall not make any modifications to the premises without prior written approval from the City Manager. Any and all flowers, trees, and/or plants planted by the LESSEE shall be maintained by the LESSEE at its own expense.
8. **COMMON AREAS:** In using the premises, LESSEE shall have limited access to the common areas. All decorations (i.e. posters on doors) in common areas, including the front lawn, shall be approved by the CITY prior to use by the LESSEE. The LESSEE, its agents, representatives, guests, visitors, invitees, and successors are prohibited from parking on the grass and shall ensure that guests of the LESSEE shall park only in designated parking spaces. The LESSEE shall not use or move any property belonging to the CITY without approval from appropriate CITY staff.
9. **TENANTS' INSURANCE REQUIREMENTS:** LESSEE shall indemnify and hold harmless the CITY from and against all loss, damage, or claim of loss or damages suffered, sustained, incurred or claimed by any person, firm, or corporation because of damage to person or property sustained or alleged to have sustained while in, on, or about such premises, or as the result of LESSEE use or occupation thereof. In addition, LESSEE shall maintain liability insurance on all personnel. The LESSEE at their own expense shall insure any improvements LESSEE makes to the leased premises to the full insurable value thereof against fire and hazards covered by an extended coverage endorsement for the benefit of the CITY and the LESSEE, each of whom shall be

named in the policy or policies of insurance. Such insurance shall be written by a company to be approved by the CITY, and the CITY shall be furnished with a copy of all insurance policies and with documentary evidence that the premiums on such policies are currently paid. In the event the improvements on the leased premises are damaged or destroyed by fire or other casualty, all of the proceeds of the insurance policies provided for above shall be used to immediately replace the improvements or repair the same.

10. **ASSIGNMENT AND SUBLEASE:** LESSEE covenants and agrees not to encumber or assign this Lease or sublet all or any part of the leased premises without the written consent of the CITY.
11. **RELATIONSHIP WITH CITY:** LESSEE, nor any of its representatives are considered a CITY employee or representative of the CITY, and shall not hold itself out as such. The LESSEE does not have authority to approve use of the premises for other groups, organizations or individuals, without CITY approval. Any and all special events held or organized by the LESSEE shall require the applicable special event permit from the CITY.
12. **TAXES:** The LESSEE shall not be obligated to pay any taxes assessed against the leased premises during the term of this lease.
13. **CONSTRUCTION OF LANGUAGE:** The terms Lease, lease agreement or agreement shall be inclusive of each other, also to include renewals, extensions or modifications of the Lease. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular shall be held to include the plural and the plural to include the singular, when the tense requires. The paragraph headings and title are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.
14. **SURRENDER OF PREMISES:** LESSEE agree to surrender the premises at the end of the lease term to the CITY in good condition, allowing for reasonable use and wear and tear.
15. **TERMINATION:** In the event the LESSEE shall fail to pay said rental, or any part thereof within ten (10) days after the same becomes due, or fail to perform and keep any of the covenants or obligations contained in this lease, or if the LESSEE shall be adjudicated bankrupt or insolvent according to law, or shall make an assignment for the benefit of creditors, then and in any of said events, the CITY, after first giving the LESSEE five (5) days written notice of its intention so to do, may at its continuing option cancel this lease and forthwith lawfully enter upon the leased premises and possess the same and expel the LESSEE and those claiming by, through or under the LESSEE without being deemed guilty of any manner of trespass and without prejudice to any remedies which the CITY might otherwise have and the LESSEE covenant that in the event of any such action by the CITY that the LESSEE shall indemnify and save

harmless the CITY from any loss, cost, damage, liability or expense incurred by the CITY by reason of any such action.

16. SUCCESSORS AND ASSIGNS: This Lease shall bind and insure to the benefit of the successors, assigns, heirs, executors, administrators and legal representatives of the parties hereto. The LESSEE shall provide the CITY with a complete list of all board members of the LESSEE with contact information.

17. PUBLIC RECORDS: Pursuant to Florida Statute Section 119.0701 the parties agree to the following:

a. During the term of this Agreement, the LESSEE shall comply with the Florida Public Records Law, to the extent such law is applicable to the LESSEE. If Section 119.0701, Florida Statutes is applicable, the LESSEE shall do the following:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform this service;

(2) Provide the public with access to the public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost allowed by law;

(3) Keep from disclosure those public records that are exempt or confidential;

(4) Meet all requirements for retaining public records and upon termination of this Agreement, transfer, at no cost, all public records to the CITY, and destroy any duplicate public records that are confidential or exempt from disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

b. The LESSEE shall keep and make available to the CITY for inspection and copying, upon written request by the CITY, all records in the LESSEE'S possession relating to this Agreement. Any document submitted to the CITY may be a public record and is open for inspection or copying by any person or entity unless considered confidential and exempt. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any document in the LESSEE'S possession is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

c. During the term of this Agreement, the LESSEE may claim that some or all of the LESSEE information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, proprietary information, technical data, trade secrets, including, but

not limited to research, product plans, products, services, customer lists and customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by the LESSEE in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. The LESSEE shall clearly identify and mark Confidential Information as "Confidential Information" and the CITY shall use its best efforts to maintain the confidentiality of the information properly identified by the LESSEE as "Confidential Information." Confidential information does not include any of the foregoing items that have become publicly known and made generally available through no wrongful act or omission of either party or others who were under confidentiality obligations as to the item or items involved or improvements or new versions thereof.

- d. The CITY shall promptly notify the LESSEE in writing of any request received by the CITY for disclosure of the LESSEE Confidential Information and the LESSEE may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The LESSEE shall protect, defend, indemnify, and hold the CITY, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. The LESSEE shall investigate, handle, respond to, and defend, using counsel chosen by the CITY, at the LESSEE'S sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. The LESSEE shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this section shall continue to survive. The LESSEE releases the CITY from all claims and damages related to any disclosure of documents by the CITY.
- e. If the LESSEE refuses to perform its duties under this section within fourteen (14) calendar days of notification by the CITY that a demand has been made to disclose the LESSEE'S Confidential Information, then the LESSEE waives its claim that any information is Confidential Information and releases the CITY from claims or damages related to the subsequent disclosure by the CITY.
- f. If the LESSEE fails to comply with the Public Records Law, the LESSEE shall be deemed to have breached a material provision of this Agreement.

18. NON-WAIVER: No waiver of any covenant or condition of this Lease by either party shall be deemed to imply or constitute a further waiver of the same covenant or condition of any other covenant or condition of this Lease.

- 19. SPECIAL PROVISIONS:** In the event the CITY sells the demised premises, the purchaser shall take ownership of the property subject to the lease. In the event of sale, LESSEE may cancel this lease upon consent of both parties.
- 20. GOVERNING LAW:** This Lease is made in the State of Florida for property located in Florida, therefore it is agreed by the parties hereto that the Lease will be construed using the laws of the State of Florida.
- 21. LITIGATION VENUE:** The CITY and LESSEE waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Levy County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Northern District of Florida.
- 22. BINDING EFFECT:** This instrument is binding upon the CITY, and the LESSEE, its heirs, successors, and permitted assigns.
- 23. ENTIRE AGREEMENT; APPLICATIONS INCORPORATED:** This lease represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. Any such modification on the part of the Lessor shall not be effective unless considered at a public meeting and approved by majority vote of the Williston City Council. All information provided by Lessee in the lease application process is incorporated herein by reference. Lessee warrants that all information provided to,
- 24. BENEFIT:** This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the legal representative successors and assigns of the parties hereto.
- 25. ATTORNEY FEES:** In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all costs and expenses including reasonable fees of its attorney's and such other actions or proceeding in such amount as the court may judge reasonable under the laws of the State of Florida.

IN WITNESS WHEREOF, the CITY OF WILLISTON and LESSEE have caused this instrument to be executed as of the date first above written by their respective officers or parties thereunto duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate
this _____ day of _____, 2022.

LESSEE:
Central Florida Community Action Agency, Inc.

BY: _____
Title: _____

LESSOR:
CITY OF WILLISTON

BY: _____
PRESIDENT, CITY COUNCIL

ATTEST: _____
CITY CLERK