CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING
AGENDA

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

CALL TO ORDER

ROLL CALL

MEMBERS:

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

OTHERS:

Interim City Manager Terry Bovaird
Finance Director Stephen Bloom
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: Oliver Mack, 2nd Grade Joyce Bullock Elementary School, Annastyn Chorvat, Williston/Middle High School.

ITEM – 3 – PROCLAMATION: HONORING THE WILLISTON RED DEVILS FOOTBALL TEAM.

ITEM – 4 – PUBLIC PARTICIPATION

ITEM – 5 – CONSENT AGENDA – (pp 6-9)

- Council minutes from November 8, 2022

ITEM – 6 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES
   - INTERIM CITY MANAGER TERRY BOVAIRD
   - STAFF
   - COUNCIL

ITEM – 7 – NEW BUSINESS –

OPEN 1ST PUBLIC HEARING

A. DISCUSSION WITH POSSIBLE ACTION: ALI MIRZA; OLD MIDDLE SCHOOL.

B. RESOLUTION 2022-96: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LAND LEASE AGREEMENT BETWEEN GAINESVILLE AIRCRAFT SALES, LLC, AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT KNOWN AS HARDSTAND 6 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 10-25)

C. DISCUSSION WITH POSSIBLE ACTION: MONTEREY BOATS EXPANSION. AIRPORT MANAGER BENTON STEGALL. (pp 26-27)

D. DISCUSSION WITH POSSIBLE ACTION: REVIEW OF SEPTEMBER 2022 FINANCIAL REPORT. FINANCE DIRECTOR STEPHEN BLOOM. (pp 28-49)

E. DISCUSSION WITH POSSIBLE ACTION: CHANGING FROM LINCOLN INVESTMENTS TO INSPIRE. INTERIM CITY MANAGER TERRY BOVAIRD/JIMMY CASON NATURE COAST FINANCIAL.

OPEN PUBLIC HEARING

F. 2ND READING: ORDINANCE 2022-703 AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE ZONING 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 THE 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.(pp 50-115)

G. 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; 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/DONALD BARBER PUBLIC WORKS SUPERVISOR. (pp 116-133)

H. 1ST READING ORDINANCE 2022-705: AN ORDINANCE TO PROVIDE FOR THE ANNEXING OF CERTAIN PROPERTY IN THE CITY OF WILLISTON; PROVIDING THE DESCRIPTION OF THE ANNEXED PROPERTY; PROVIDING THAT THE ANNEXED AREA BE SUBJECTED TO ALL LAWS AND REGULATION AND ENTITLED TO ALL BENEFITS AND PRIVILEGES; PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. (pp 134-147)

I. 1ST READING: ORDINANCE 2022-706; AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE ZONING MAP OF THE CITY OF WILLISTON COMPREHENSIVE PLAN PURSUANT TO AN APPLICATION BY CECIL TANNER FOR 3.2 +/- ACRES IDENTIFIED AS PARCEL 05099-001-00 ON THE OFFICIAL RECORDS OF THE LEVY COUNTY PROPERTY APPRAISER, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN CHAPTER 163, FLORIDA STATUTES; CHANGING THE ZONING AND THE FUTURE LAND USE CLASSIFICATION FROM AGRICULTURAL TO RESIDENTIAL DUPLEX 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. (pp 148-171)

CLOSE PUBLIC HEARING

J. DISCUSSION WITH POSSIBLE ACTION: REPAIR CATERPILLAR SKID STEER NO TO EXCEED $12,000. UTILITY DIRECTOR JONATHEN BISHOP.(PP 172)

K. DISCUSSION WITH POSSIBLE ACTION: APPROVAL OF PURCHASE OF SHI MICROSOFT EXCHANGE ONLINE OIN2G USER AND OFFICE 365 E3GCC LICENSE. INTERIM CITY MANAGER TERRY BOVAIRD. (pp 173-175)

L. RESOLUTION 2022-97 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE 2023 GENERAL MUNICIPAL ELECTION DATES AND PROCESS AND ESTABLISHING AN EFFECTIVE DATE. CITY CLERK LATRICIA WRIGHT. (pp 176-177)

M. RESOLUTION 2022-98: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY COUNCIL PRESIDENT TO AUTHORIZE THE PURCHASE OF NINETY-SIX DFW 36C WATER METER BOXES AND PROVIDING AN EFFECTIVE DATE. JASON LEE, LOGISTICS DEPARTMENT. (pp 178-180)

N. RESOLUTION 2022-99: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE PURCHASE OF A POLE TRAILER FROM RING POWER EQUIPMENT IN ACCORDANCE WITH QUOTE NUMBER 1762356216; AUTHORIZING THE CITY COUNCIL

PRESIDENT AND CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO FACILITATE SAID PURCHASE; AND PROVIDING AN EFFECTIVE DATE. INTERIM CITY MANAGER TERRY BOVAIRD/ELECTRIC SUPERVISOR MICHAEL MILLER. (pp 181-187)

O. DISCUSSION WITH POSSIBLE ACTION: REVIEW OF TERRY BOVAIRD CONTRACT APPOINTING TERRY BOVAIRD AS CITY MANAGER. COUNCIL PRESIDENT DEBRA JONES.

P. RESOLUTION 2022-100: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ENTERING INTO AN AGREEMENT WITH TERRY BOVAIRD TO SERVE AS CITY MANAGER OF THE CITY OF WILLISTON, FLORIDA; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE CITY OF WILLISTON CITY MANAGER AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. COUNCIL PRESIDENT DEBRA JONES.(pp 188-197)

ITEM – 8 – PUBLIC PARTICIPATION

ITEM - 9 - ANNOUNCEMENTS

ITEM – 10 – ADJOURNMENT

NEXT SCHEDULED COUNCIL MEETING JANUARY 3, 2023, AT 6:00 P.M.

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

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

Meeting ID: 069017976

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

Or dial:

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

Access Code / Meeting ID: 069017976

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

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

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

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

Council Meeting Procedures for members of the Public

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

Minutes of the City Council meeting may be obtained from the City Clerk's office. The minutes are recorded, but not transcribed verbatim. Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recordings, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be borne by the requesting party.
In accordance with Section 286.0105, Florida Statutes, notice is given that if a person wishes to appeal a decision made by the City Council with respect to any matter considered at this meeting they will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based.

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

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING
MINUTES

DATE: TUESDAY, 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 -absent
City Clerk Latricia Wright
Attorney Kiersten Ballou

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG
Opening prayer and Pledge of Allegiance to the flag, led by Mayor Goodman.

ITEM – 1 – ADDITIONS, DELETIONS, CHANGES AND APPROVAL OF THE AGENDA
Interim City Manager Bovaird asked to table Item #6(B). Motion by Vice-President Robinson to approve agenda with changes. Seconded by Councilmember Ross. Motion carried 5-0.

ITEM – 2 –MAYOR'S STUDENT OF THE MONTH: Corrine Stinson, Joyce Bullock Elementary, Kindergarten, Kyndall Hill Williston Elementary and Jon Kopecky 7th grade; Williston Middle High School. – Mayor Goodman presented Corrine Stinson and Jon Kopecky a Certificate of Appreciate for their hard work at school and a certificate for a pizza from Dominos.

ITEM – 3 – PUBLIC PARTICIPATION – None.

ITEM – 4 – CONSENT AGENDA – Council President Jones asked that minutes reflect when Councilmember Ross was not present to vote on certain resolutions. Motion by Vice-President Robinson to approve consent agenda with changes. Seconded by Councilmember Cox. Motion carried 5-0.

- Council minutes from October 18, 2022

ITEM – 5 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES
   - INTERIM CITY MANAGER TERRY BOVAIRD – Interim City Manager Bovaird announced staff meeting on Wednesday at 10 a.m. to discuss Tropical Strom Nicki.
   - STAFF – none.
   - COUNCIL – none.

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; 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.
Power point presentation presented by Katherine Van Zant P.E., regarding wastewater fees. Council concern about verbiage in Section 2.01 (c) and Section 4.02 (a). Councilmember Bullock moved to table Ordinance 2022-704. Vice-President Robinson seconded. Motion carried 5-0.
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. – Item tabled.

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.
Motion to approve Resolution 2022-91 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 5-0.

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.
This was a Quasi-judicial item. Attorney Ballou asked to remove "Authoring the Council President to execute the Land Lease Agreement and Providing an effective date" from item title. Swore in City Planner Jones, Terry, and Stephen McMillian. Motion by Vice-President Robinson to approve Resolution 2022-92. Seconded by Councilmember Bullock. Motion carried 5-0.

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.
Motion by Councilmember Cox to approve Resolution 2022-93. Seconded by Vice-President Robinson. Motion carried 5-0.

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 PROVIDING AN EFFECTIVE DATE. INTERIM CITY MANAGER TERRY BOVAIRD.
Motion by Councilmember Cox to approve Resolution 2022-94. Seconded by Councilmember Bullock. Motion carried 5-0.

G. DISCUSSION WITH POSSIBLE ACTION: RESCHEDULING NATURAL GAS BULK PRICE WORKSHOP. INTERIM CITY MANAGER TERRY BOVAIRD/JONATHEN BISHOP UTILITY DEPARTMENT SUPERVISOR.
Consensus from Council to have Workshop on December 6th at 5:00 p.m.

H. DISCUSSION WITH POSSIBLE ACTION: CANCELLING THE NOVEMBER 22ND COUNCIL MEETING. COUNCIL PRESIDENT DEBRA JONES.
Motion by Vice-President Robinson to cancel November 22nd Council meeting. Seconded by Councilmember Bullock. Motion carried 5-0.

I. DISCUSSION WITH POSSIBLE ACTION: MAKING INTERIM CITY MANAGER, PERMANENT CITY MANAGER. COUNCIL PRESIDENT DEBRA JONES.
Council President Jones asked Interim Selina Leavy to check HR policy on hiring and for the City Clerk to put on next agenda with Resolution and Contract.

J. DISCUSSION WITH POSSIBLE ACTION: MAYOR'S BUDGET/CREDIT CARD. MAYOR CHARLES GOODMAN.
Mayor Goodman read statement to Council and public regarding the mayor's credit card. (attached)

ITEM – 7 – PUBLIC PARTICIPATION – none

ITEM - 8 – ANNOUNCEMENTS - none

ITEM – 9 – ADJOURNMENT – With not further business, motion by Councilmember Bullock to adjourn at 9:26 p.m. Seconded by Vice-President Robinson. Motion carried 5-0.

Date: 12-08-2022

COUNCIL AGENDA ITEM

RESOLUTION 2022-96:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LAND LEASE AGREEMENT BETWEEN GAINESVILLE AIRCRAFT SALES, LLC AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT KNOWN AS HARDSTAND 6 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 2022-96** _____ **MAP**

XX **LEASE** _____ **OTHER DOCUMENTS**

COUNCIL ACTION:

_____ **APPROVED**

_____ **DENIED**

RESOLUTION NUMBER 2022-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LAND LEASE AGREEMENT BETWEEN GAINESVILLE AIRCRAFT SALES, LLC AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT KNOWN AS HARDSTAND 6 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, Gainesville Aircraft Sales, LLC has requested a land lease for land located at the Williston Municipal Airport known as Hardstand 6; 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 Land known as Hardstand 6 between Gainesville Aircraft Sales, LLC 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 8th day of December, 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:

_____

Latricia Wright, City Clerk

Approved as to Form and Legality:

_____

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

LAND LEASE AGREEMENT
CONSTRUCTION - NO FINANCING

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

LESSEE:
Gainesville Aircraft Sales LLC
10905 sw 27th ave
Gainesville, FL 32608

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

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

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

Description: (by Surveyor) - Hardstand #6, Williston Municipal Airport

A parcel of land lying in Section 14, Township 13 South, Range 18 East, Levy County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 14, and run thence North 88°09'09"West, along the North line of said Section 14 and along Taxiway "A", a distance of 1733.42 feet to the centerline of Taxiway "E"; thence South 00°10'42"West, a distance of 132.84 feet; thence South 89°49'18"East, a distance of 60.00 feet to the East maintenance line of said Taxiway "E"; thence South 00°10'42"West along said East maintenance line, a distance of 377.95 feet to the Point of Beginning of the herein described parcel; thence continue South 00°10'42"West, along said East maintenance line, a distance of 210.00 feet; thence South 89°49'18"East, a distance of 210.00 feet; thence North 00°10'42"East, a distance of 210.00 feet; thence North 89°49'18"West, a distance of 210.00 feet to the Point of Beginning.

Containing 1.012 acres, more or less.

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

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

2. **TERM**: The initial term of this Lease shall be thirty (30) years commencing on January 1, 2023, and ending at midnight, December 31, 2052. Should the Lessee hold over beyond the initial term or any renewal term without further extension of the term in accordance with the renewal terms of this lease, then the Lessee shall become a month to month tenant in accordance with law and upon the terms and conditions of this lease.

3. **RENT**: The rent for the first year of the initial term of this lease shall be $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, Gainesville Aircraft Sales, Inc. at 10905 SW 27th Avenue, Gainesville, FL 32608, or to such other address as Lessor or Lessee may by writing to the other so designate. Notice to Lessee may also be served by personal delivery.

5. **WARRANTIES OF TITLE AND QUIET POSSESSION**: The Lessor covenants that Lessor is seized of the demised premises and owner in fee simple thereof with the full right to make this Lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the demised premises during the term hereof.

6. **USES ALLOWED AND PROHIBITED**: The Lessee shall use the Premises only for the following purpose: aircraft storage and maintenance. The Lessee shall not use or permit the Premises or any part of the Premises to be used for any unauthorized or unlawful purpose, or for any purpose other than as set forth above.

7. **COMPLIANCE WITH LAWS**: During the term of this Lease, the Lessee shall comply with all ordinances, statutes, laws, rules and regulations of the City of Williston, State of Florida and the U.S. Government, breach of which shall be cause for cancellation of this Lease. The Lessee shall abide by all applicable regulations as set forth in Chapter 12 of the City Code of Ordinances, together with any future amendments to said ordinance. The Lessee shall at all times maintain all required licensing and permits. The violation of any provision of the said ordinance, as evidenced by a final determination by the City's code enforcement board or a court of law, shall be conclusively deemed a default under this lease and shall not be subject to the notice requirements or cure provisions set forth in the default section of this lease. The Lessee further covenants that the said premises shall not be used for any purpose which might cause forfeiture of the Lessor's title to the said premises.

8. **CONSTRUCTION**: The Lessee, at its sole cost and expense, does covenant and agree with the Lessor that it shall construct upon the said premises a building for its use, said building to consist of approved construction that will comply with the Florida Building Code and with all code requirements of the City of Williston; and said construction shall be built in a good and workmanlike manner by a properly licensed Florida contractor, the construction shall be free and clear of any and all liens or encumbrances of whatsoever kind and nature. Lessee shall provide proof of applicable builder's risk insurance coverage during the construction period, and until a Certificate of Occupancy is issued.

9. **PRIOR TO CONSTRUCTION**: It is understood and agreed by and between the parties hereto that the Lessee shall be responsible for any and all site preparation, clearing, paving, utilities and removal of fences and reconstruction thereof if the same is necessary; that the Lessee shall also furnish to Lessor, for its approval prior to construction, site plans, building location, architectural prints and other information concerning and including plans for the construction.

10. **COMPLETION OF CONSTRUCTION**: The Lessee covenants and agrees that the construction of the said building shall commence within sixty (60) days and be completed within 365 days thereafter. In the event the construction is not completed as contemplated herein, and the Lessor does not find that the Lessee has encountered a hardship, this lease shall become null and void and the rentals due shall be paid and the rentals paid shall be forfeited. Further, the Lessor shall not be unreasonable in its determination of Lessee's claim of a hardship.

11. **SIGNS:** Except with the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior of the demised premises or within the demised premises that are visible from outside such premises.

12. **LESSORS RIGHT OF ENTRY**: The Lessee at all times shall permit Lessor or its agents to enter into and upon the premises and buildings for the purpose of inspecting the same.

13. **PREMISES IMPROVEMENTS UPON TERMINATION**: Lessee may, at its own expense and only upon written approval by Lessor, make alterations and improvements to the Premises as necessary for the conduct of its business. Lessee specifically agrees that any and all improvements, except signs, equipment and trade fixtures installed, located upon the said premises shall become the property of the Lessor upon termination of this lease.

14. **RIGHT OF WAY USE**: Subject to reasonable regulations imposed regarding airport access, Lessor grants to Lessee, its employees, agents, suppliers, customers and invitees, a non-exclusive right during the term of this Lease, the right of way for ingress and egress, through the nearest airport access gate to the leasehold.

15. **OTHER RIGHTS RESERVED BY LESSOR**: In addition to all rights reserved by Lessor in and to the demised premises, Lessor expressly reserves the right to further develop or improve any area of the airport and its industrial parks, as the Lessor deems proper, regardless of the desires and views of the Lessee and without interference or hindrance; maintain and keep in repair, but without obligation to Lessee, the airport and industrial parks of the airport and all publicly owned facilities of the airport; and take any action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent the Lessee from conducting any practice that may be detrimental to the airport and industrial parks which in the opinion of the Lessor would limit the usefulness of the airport and its industrial parks or constitute a hazard to such.

16. **UTILITIES**: The Lessee agrees to pay all charges for any and all utilities in or about the premises whether the same be telephone, electricity, water, sewer, gas or the like. Lessee further agrees that if, at any time during the term of this lease agreement, the City commences providing City utility services to the airport property, the Lessee will purchase such utility services from the City. Lessee further agrees to take delivery of all City of Williston utilities when each utility service is made available. At the option of Lessee and upon Lessor's concurrence, Lessee may choose to have the Lessor provide all City utility services to the leased premises as a part of the rent payment pursuant to paragraph 3 hereof. If Lessee chooses this option, Lessor shall adjust each month's rent to Lessee so as to reimburse Lessor for its cost of providing such City utility services, said cost to be determined as established by the City's appropriate utility tariffs based on Lessee's monthly metered consumption.

17. **REPAIRS AND MAINTENANCE**: Lessee agrees to make, at its own cost and expense, any or all repairs or work necessary to maintain the Premises and Buildings located on the Premises.

18. **INSURANCE**:
    (a) Lessee agrees to obtain fire and extended coverage insurance on the building. Any insurance coverage of property owned by Lessee is solely the responsibility of Lessee.
    (b) The Lessee shall carry Commercial General Liability insurance with a combined single limit in the minimum amount of $1,000,000 in order to secure the obligations of Lessee under the following paragraph and cause the Lessor to be added as party insured under such policy, and to furnish the Lessor with a certificate of such insurance, together with a receipt showing the premium has been paid.
    (c) The Lessee shall carry pollution insurance in the minimum amounts of $1,000,000, with the Lessor listed as additional insured.
    (d) At any time after occupancy of the premises by the Lessee, the Lessee agrees to allow an inspection by the Landlord and/or the Florida Department of Environmental Protection, (the "DEP"), to determine the extent of storage or use of hazardous materials and to determine an appropriate amount of pollution insurance. The Lessee agrees to obtain pollution insurance, with the Lessor listed as an

additional insured party, in an amount as reasonably required by the Lessor within 15 days of written notice.

(e) All policies of insurance shall contain the clause that the same shall not be canceled except and until fifteen (15) days after written notice to the Lessor.

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

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

21. **TAXES**: All taxes, assessments and charges on lands or improvements and obligations upon the demised premises shall be promptly paid by the Lessee when due. The Lessee shall have the right from time to time to contest or protest or review by legal proceedings any such other manner as may be provided by law such taxes or assessments imposed by governmental authorities and to institute such proceedings in the name of itself as well as the Lessor as it may deem necessary; provided, however, that any expense incurred by reasons thereof shall be borne by the Lessee and such proceedings shall be conducted free of any expense to the Lessor.

22. **ASSIGNMENT AND SUBLETTING**: The Lessee shall not assign nor sublet its right, title or interest in or to all or any portion of the Premises or the leasehold improvements without first obtaining the prior written consent of the Lessor, provided, however, that such consent shall not be unreasonably withheld; and provided further that the Lessee shall remain directly and primarily liable for the performance of the terms and conditions of this Lease; provided further that no such assignment or subletting shall be made to any person for any purpose other than that set forth in this Lease.

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

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

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

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

24. **CONDEMNATION**: In the event the entire premises hereby leased are taken in condemnation proceedings, the Lessee may cancel the Lease; should a substantial part of said premises be so taken, the Lessee may cancel this Lease or at its option retain the remainder of the premises, which shall be restored to 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.

25. **CLEANLINESS**: Lessee shall at all times keep the leased premises in a reasonably neat and orderly condition and clean and free from rubbish and dirt. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the said premises and shall commit or suffer no waste of the said demised premises or maintain any nuisance thereon.

26. **DESTRUCTION OF PREMISES**: In the event of damage to or destruction of any improvements which are to be erected on said real property pursuant to the terms of this Lease, during the term of said Lease, from any cause covered by the insurance required hereunder, Lessee shall forthwith repair or rehabilitate the same. Such damage or destruction shall in no wise annul or void this Lease.

27. **LATE PAYMENT PENALTY**: All lease payments that are not paid by the due date are considered delinquent and shall be assessed a ten (10) percent penalty which shall be considered a part of the rent and shall be due and payable with the rent payment.

28. **OPTION TO EXTEND TERM OF LEASE**: Conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, Lessor does hereby grant to Lessee an option to extend the lease term for four (4) additional five (5) year terms, with the rent adjusted according to paragraph 3, and provided that the Lessee, at the least 60 days prior to the end of the then current term, gives written notice of its intent to exercise its option. Lessee's right to renew shall be conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, and any non-compliance with any term or provision of this lease by Lessee, regardless of whether notice was given by Lessor or whether the non-compliance was cured, shall constitute sufficient cause by Lessor to refuse renewal of this lease.

29. **BANKRUPTCY**: The Lessee agrees that if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety days after such appointment, then the Lessor may, at its option, declare the termination of this Lease agreement shall forthwith be entitled to immediate possession of the Premises.

30. **END OF TENANCY**: The Lessee will yield up the Premises and all additions thereto (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.

31. **PART OF MUNICIPAL AIRPORT**: It is understood and agreed by and between the parties hereto that the said property is a portion of the Williston Municipal Airport and, therefore, notwithstanding

anything contained that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport. This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Lessor acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the deed of said lands to the Lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the United States of America, the State of Florida, or the Lessor pertaining to the Williston Airport. These terms and conditions include, but are not limited to, requirements that the Lessor obtain Fair market value rent for the leased premises for the duration of the lease term.

32. **NONDISCRIMINATION**: The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) and that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, department of transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to re-enter and as if said Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations Part 21 are followed and completed including exercise or expiration of appeal rights.

33. **AIRPORT PROTECTION:** Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport. The Lessee expressly agrees to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77. The Lessee expressly agrees to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

34. **SUBROGATION CLAUSE**: The Lessor and Lessee shall waive all rights, each against the other, and against those holding under or through the Lessor or Lessee, for damages caused by fire or other perils to the extent covered by insurance where such damages are sustained in connection with the occupancy of the Premises.

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

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

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

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

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

37. **LITIGATION VENUE:** The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Levy County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Northern District of Florida.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate this ____ day of _____, 202___.

LESSEE:
Gainesville Aircraft Sales, Inc.

BY:

_____
Jay L. Curtis, President

LESSOR:
CITY OF WILLISTON

BY:

_____
PRESIDENT, CITY COUNCIL

ATTEST:

_____
Latricia Wright, City Clerk

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

MEMORANDUM OF LAND LEASE

THIS MEMORANDUM OF LEASE entered into this ____ day of _____, 2022, by and between the City of Williston, Florida, (the "Lessor"), and Gainesville Aircraft Sales, LLC, (the "Lessee"),

W I T N E S S E T H:

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

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

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

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

Description: (by Surveyor) - Hardstand #6, Williston Municipal Airport

A parcel of land lying in Section 14, Township 13 South, Range 18 East, Levy County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 14, and run thence North 88°09'09"West, along the North line of said Section 14 and along Taxiway "A", a distance of 1733.42 feet to the centerline of Taxiway "E"; thence South 00°10'42"West, a distance of 132.84 feet; thence South 89°49'18"East, a distance of 60.00 feet to the East maintenance line of said Taxiway "E"; thence South 00°10'42"West along said East maintenance line, a distance of 377.95 feet to the Point of Beginning of the herein described parcel; thence continue South 00°10'42"West, along said East maintenance line, a distance of 210.00 feet; thence South 89°49'18"East, a distance of 210.00 feet; thence North 00°10'42"East, a distance of 210.00 feet; thence North 89°49'18"West, a distance of 210.00 feet to the Point of Beginning.

Containing 1.012 acres, more or less.

Unless sooner terminated as provided in the Lease, the initial term of the Lease is for thirty (30) years, beginning on January 1, 2023 and ending on December 31, 2052. The Lessee has an option pursuant to the Lease to renew the Lease for an additional four (4) five (5) year terms.

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

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

LESSEE:
Gainesville Aircraft Sales, LLC.

By: _____
Jay Curtis, President

LESSOR:
CITY OF WILLISTON

By: _____
President, City Council

STATE OF FLORIDA
COUNTY OF LEVY

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

_____
Notary Public

STATE OF FLORIDA
COUNTY OF LEVY

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

_____
Notary Public

Date: December 6, 2022

COUNCIL AGENDA ITEM

TOPIC: Discussion with Possible Action: Monterey Boats expansion.

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

BACKGROUND / DESCRIPTION: Monterey Boats has started to develop Section J on attached map. The problem is it is not leased to them yet. What can be done as far as the lease is concerned as this Section J is a smaller piece of a larger area that is within a first right of refusal (G)

LEGAL REVIEW:

FISCAL IMPACTS:

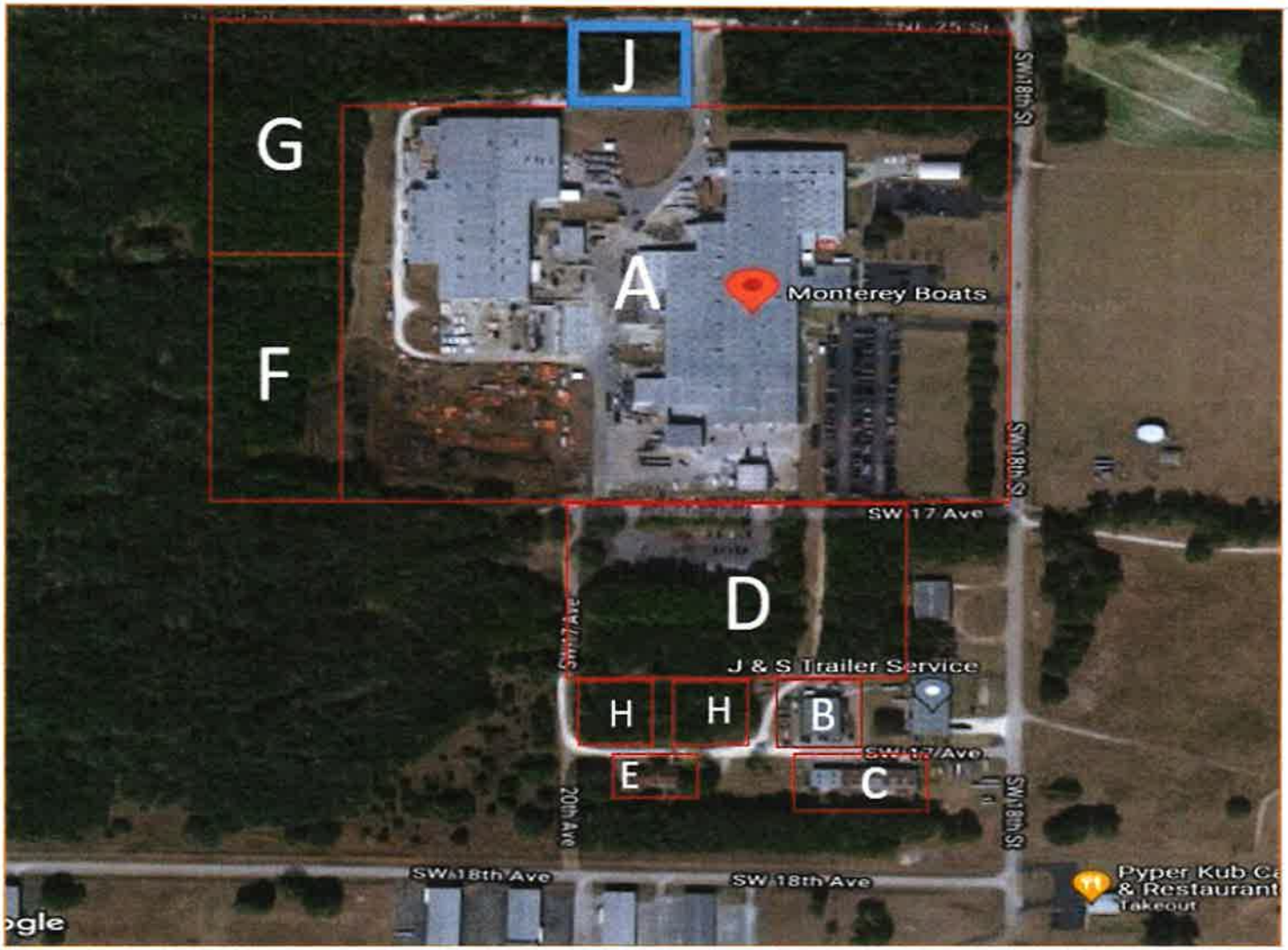
RECOMMENDED ACTION:

ATTACHMENTS: Map

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED



A – Main Campus (25 acres)
1579 SW 18th St

B – Engineering Building
1879 SW 18th Ave

C – Island Freight Building
1860 SW 18th Ave

D – Parking lot (4.14 acres)

E – Sign man building
1890 SW 18th Ave

F – First ROR (5.5 acres)
Approved 2004

G – First ROR (11.5 acres)

H Parcel 7 (.68 Acres

I - parcel 8 (.68 Acres)

J – Dolly Parking Lot (1 acre)

Date: December 6, 2022

COUNCIL AGENDA ITEM

AGENDA ITEM: REVIEW OF SEPTEMBER 2022 FINANCIAL REPORT (unaudited)

REQUESTED BY: FINANCE DIRECTOR **PREPARED BY: FINANCE DIRECTOR**

BACKGROUND / DESCRIPTION: This agenda item includes the unaudited financial report as of September 30, 2022. Also included (prior to the financial report) are PowerPoint slides designed to provide a high-level overview of the City's current financial position.

The financial report contains the following schedules for your review:

- Balance Sheet for all Funds *(Page 1)*
- Summary of Year-to-Date Fund Statements *(Pages 2 – 15)*

LEGAL: REVIEW: N/A

FISCAL IMPACTS: N/A

RECOMMENDED ACTION: Acceptance of Financial Report

ATTACHMENTS: ☐ CONTRACT ☐ RESOLUTION [X] OTHER

COUNCIL ACTION: ☐ APPROVED ☐ DISAPPROVED

CITY OF WILLISTON, FL

FINANCIAL REPORT

As of September 30, 2022

Meeting Date: December 6, 2022

1

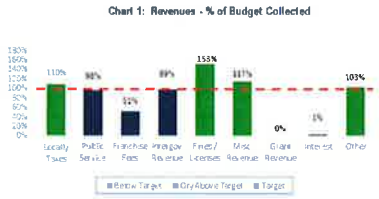
GENERAL FUND (OPERATIONS / CAPITAL)

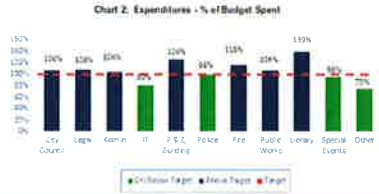
Overview

(100% of Year complete)

FUND OVERVIEW

Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	3,829,424	3,811,699	$17,725	106 2%	✓
Expenditures / Other Uses	3,854,587	3,802 067	$47,480	104 3%	✗
Current Year Surplus / (Deficit)	($25 163)	($90 368)	$65,205	27 8%	✓
Available Reserves	$828,192	$866 059	($37 866)	23 9%	✗





Financial Highlights

- Current Year Property Taxes – 98% Collected.
- Notes on Department Spending
  - P&Z / Building Expenses – Offset by $155 thousand in Permitting Revenue.
  - Fire – Offset by additional billing to County ($16,1K).
    - Includes $36 thousand for vehicle repairs.
  - Total FY2022 Vehicle Fuel Expenses – $122 thousand
  - Legal Expenses – higher than budgeted
  - Library – Includes Building Maintenance expenses

2

City of Williston, Florida

FY2022 - September 30, 2022

2

AIRPORT FUND (OPERATIONS)

Overview

(100% of Year complete)

FUND OVERVIEW

Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	$2,233,615	$2,288,780	($55,165)	97.6%	✗
Expenditures / Other Uses	$2,210,073	$2,289,780	$78,707	96.6%	✓
Current Year Surplus / (Deficit)	$23,542	$0	$23,542	n/a	✓
Available Reserves	$312,878	$572,195	($259,317)	13.7%	✗

Chart 3: Airport Fund - Fund Balance

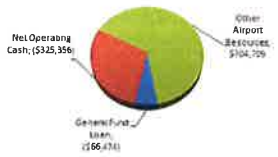


Chart 4: Revenues - % of Budget Collected

Financial Highlights

- Year over year fuel sales increased by 81% - $657 thousand.
- Timber Sales - $26 thousand.
- Current A/R collection allowance - $50 thousand.
- Airport project spending - $748 thousand; Other Capital - $45 thousand

CRA FUND

Overview

(100% of Year complete)

FUND OVERVIEW

Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	$331,808	$330,727	$1,081	100.3%	✓
Expenditures / Other Uses	$491,110	$727,005	$235,894	67.6%	✓
Current Year Surplus / (Deficit)	($159,302)	$0	($159,302)	n/a	✗
Available Reserves	$527,139	$181,751	$345,388	72.5%	✓

Financial Highlights

- County distribution of tax revenue received in December - $189K.
- CRA project spending - $406.7 thousand. (Main St / Arcade)

COWLINK FUND

Overview

(100% of Year complete)

FUND OVERVIEW

Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	$46,099	$41,545	$4,553	111 0%	✓
Expenditures / Other Uses	$54,474	$41,545	($12 929)	131 1%	✗
Current Year Surplus / (Deficit)	($8 376)	$0	($8 376)	n/a	n/a
Available Reserves	$83,882	$0	$83,882	n/a	n/a

Financial Highlights

- Total Grant revenue - $131,7 thousand.
- Balance Remaining - $64 thousand.

UTILITY FUND

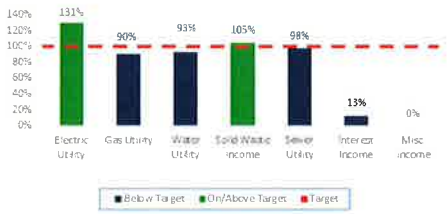
Overview

(100% of Year complete)

FUND OVERVIEW

Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	6,694,474	$5,797,718	$896,756	115 5%	✓
Expenditures / Other Uses	7,015,867	$6,213,400	($802 467)	112 0%	✗
Current Year Surplus / (Deficit)	($321 393)	($415 682)	$94,289	77 3%	✓
Available Reserves	$3 584,081	$1,328,350	$2 255,731	67 5%	✓

Chart 5: Revenue - % of Budget Collected



Financial Highlights

- Utility Fund has a deficit of $321 thousand so far for the fiscal year.
- All services except Gas and sewer had a positive operating income. Only electric and solid waste had a positive net income after subtracting the allocation of the transfer to the General Fund and CIP Fund. [See Exhibit 1 on next slide for more details]
- Billed 2nd installment of infrastructure reimbursement for gas project.

UTILITY FUND

Breakdown by Utility Service

		Electric	Gas	Water	Solid Waste	Sewer	Total
Operating Revenue							
Service Charges		4,275.2	541.7	579.0	571.7	638.1	6,605.7
Other		54.0	11.1	11.1	1.3	11.1	88.6
	Total	4,329.2	552.8	590.1	573.0	649.1	6,694.3
Operating Expenses							
Department Costs		3,522.1	634.9	424.1	564.2	607.4	5,752.7
Administrative Alloc		221.5	45.4	45.4	5.4	45.4	363.2
Depreciation		-	-	-	-	-	-
	Total	3,743.6	680.3	469.5	569.6	652.8	6,115.9
Operating Income		**585.6**	**(127.5)**	**120.6**	**3.4**	**(3.7)**	**578.4**
Non-operating income / (expenses)							
Interest income		0.1	0.0	0.0	0.0	0.0	0.2
Transfer to GF / CIP		(297.7)	(106.3)	(287.4)	-	(208.6)	(900.0)
	Total	(297.6)	(106.2)	(287.4)	0.0	(208.6)	(899.8)
Net Income		**288.0**	**(233.8)**	**(166.8)**	**3.4**	**(212.3)**	**(321.4)**

WHAT'S NEXT

- Complete Internal Audit of G/L Accounts
- Complete External Audit Workpapers
- Prepare for Single Audit
- Review Reserves
- Record Book Entries – (i.e., Depreciation)

City of Williston

Financial Report

September 30, 2022

(unaudited)

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Balance Sheet - All Funds

September 30, 2022

Description	General Fund	Airport Fund	CRA Fund	Utility Fund	COWLink Fund	Total
ASSETS						
Petty Cash	$ 3,600	$ 100	$ -	$ -	$ -	$ 3,700
Cash & Cash Equivalents	695,558	(325,456)	343,169	1,480,979	63,979	2,258,229
Investments	8,802	-	-	187,266	-	196,068
Accounts Receivable	75,173	55,293	-	1,340,404	-	1,470,869
Allowance for Doubful Accounts	(16,339)	(50,000)	-	(58,314)	-	(124,652)
Note Receivable	66,474	-	-	-	-	66,474
Due from Other Funds	-	-	183,970	198,075	-	382,045
Due from Other Governmental Units	240,332	761,741	-	2,082,213	-	3,084,285
Prepaid Expenses	47,352	15,033	-	25,420	-	87,806
Inventory	-	76,951	-	373,806	-	450,757
Net Pension Assets	-	-	-	399,928	-	399,928
Net Capital Assets	-	-	-	8,742,259	-	8,742,259
TOTAL ASSETS	**1,120,953**	**533,662**	**527,139**	**14,772,036**	**63,979**	**17,017,769**
DEFERRED OUTFLOW OF RESOURCES						
Pension Related - Deferred Outflow	-	-	-	333,959	-	333,959
TOTAL DEFERRED OUTFLOW OF RESOURCES	**-**	**-**	**-**	**333,959**	**-**	**333,959**
LIABILITES						
Accounts Payable	$ 50,994	$ 136,738	$ 216,093	$ 763,262	$ 97.55	$ 1,167,087
Accrued Expenses	193	10	-	356,352	-	356,556
Sales Tax Payable	(30)	7,683	-	145,496	-	153,149
Payroll Liabilities	5,884	552	426	70,692	-	77,554
Other Liabilities	6,426	-	-	-	-	6,426
Due to other Funds	380,017	2,028.70	-	-	-	382,045
Deposits	-	-	-	336,160	-	336,160
City Hall Loan	-	-	-	1,127,195	-	1,127,195
Notes Payable	-	66,474	-	-	-	66,474
Deferred Revenue	12,296	7,298	-	-	-	19,594
Power Cost Adjustment - Electric	-	-	-	4,125	-	4,125
Accum Absences/ OPEB Obligation	-	-	-	246,331	-	246,331
TOTAL LIABILITIES	**455,780**	**220,784**	**216,519**	**3,049,614**	**98**	**3,942,794**
DEFERRED INFLOW OF RESOURCES						
Pension Related - Deferred Inflow	-	-	-	336,078	-	336,078
TOTAL DEFERRED INFLOW OF RESOURCES	**-**	**-**	**-**	**336,078**	**-**	**336,078**
FUND BALANCES						
Reserve for:						
Law Enforcement	1,595	-	-	-	-	1,595
Community Redevelopment	-	-	310,620	-	-	310,620
Unreserved, Reported in:						-
General Fund	663,578	-	-	-	-	663,578
Special Revenue Airport	-	312,878	-	-	-	312,878
Utility Fund	-	-	-	11,720,303	-	11,720,303
CowLink Fund	-	-	-	-	63,882	63,882
TOTAL FUND BALANCES	**665,173**	**312,878**	**310,620**	**11,720,303**	**63,882**	**13,072,856**
TOTAL LIABILITIES & FUND BALANCES	**1,120,953**	**533,662**	**527,139**	**14,772,036**	**63,979**	**17,017,769**

[1]

General Fund (Operations) - Summary of Revenues and Expenditures

September 30, 2022

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR Year to Date Sep-21	PRIOR YEAR Variance Fav (unfav)
REVENUES						
Locally Levied Taxes	$ 1,351,940	$ 1,489,189	$ 137,249	110.2%	$ 1,318,315	$ 170,874
Public Service Taxes	390,000	381,533	(8,467)	97.8%	368,921	12,612
Franchise Fees	92,230	47,451	(44,779)	51.4%	74,632	(27,181)
Intergovernmental Revenues	598,431	590,444	(7,987)	98.7%	593,964	(3,520)
Fines & Forfeitures	25,050	21,415	(3,635)	85.5%	16,400	5,015
License & Permits	104,925	178,045	73,120	169.7%	133,996	44,048
Miscellaneous	39,632	46,189	6,557	116.5%	29,275	16,913
Interest Income	10,000	136	(9,864)	1.4%	489	(353)
Non-Operating	993,486	1,024,377	30,891	103.1%	927,426	96,952
TOTAL REVENUES	**3,696,062**	**3,778,779**	**82,717**	**102.2%**	**3,463,418**	**315,361**
EXPENSES						
Total City Council	53,610	56,954	(3,344)	106.2%	46,468	(10,486)
Total Legal Services	46,500	50,236	(3,736)	108.0%	54,868	4,632
Total City Manager	37,905	35,309	2,596	93.2%	-	(35,309)
Total City Clerk	58,429	46,584	11,845	79.7%	-	(46,584)
Total Administration	131,281	165,840	(34,559)	126.3%	275,861	110,021
Total Information Technology	171,705	137,849	33,856	80.3%	-	(137,849)
Total Purchasing	19,115	6,830	12,285	35.7%	4,603	(2,227)
Total Planning & Zoning	63,803	65,304	(1,501)	102.4%	49,080	(16,224)
Total Building Permits	107,361	150,321	(42,960)	140.0%	131,659	(18,662)
Total Human Resources	19,333	21,217	(1,884)	109.7%	13,828	(7,389)
Total Police Department	1,237,159	1,239,311	(2,152)	100.2%	1,177,526	(61,785)
Total Police Communications	274,527	254,977	19,550	92.9%	247,693	(7,284)
Total Health/Animal Control	57,768	50,184	7,584	86.9%	53,847	3,663
Total Fire Department	622,451	720,102	(97,651)	115.7%	658,066	(62,037)
Total Public Works	560,075	594,565	(34,490)	106.2%	366,303	(228,263)
Total Recreation / Athletics	3,000	1,000	2,000	33.3%	4,587	3,587
Total Library Department	6,113	8,521	(2,408)	139.4%	6,438	(2,084)
Total Special Events	20,235	19,381	854	95.8%	18,740	(640)
Total Non-Departmental	205,692	154,183	51,509	75.0%	167,323	13,140
TOTAL EXPENDITURES	**3,696,062**	**3,778,669**	**(82,608)**	**102.2%**	**3,276,889**	**(501,780)**
REVENUES OVER (UNDER) EXPENDITURES	**$ -**	**$ 110**	**$ 110**	**n/a**	**$ 186,529**	**$ (186,419)**

General Fund (CIP) - Summary of Revenues and Expenses

September 30, 2022

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR Year to Date Sep-21	PRIOR YEAR Variance Fav (unfav)
REVENUES						
Grant Revenue	$ 153,505	33,585	$ (119,920)	21.9%	$ 60,446	$ (26,861)
Insurance Claim Reimbursement	-	10,529	10,529	n/a	5,241	5,288
Transfer From General Fund	52,500	6,530	(45,970)	12.4%	49,183	(42,653)
TOTAL REVENUES	**206,005**	**50,645**	**(155,360)**	**24.6%**	**114,870**	**(64,226)**
EXPENDITURES						
Vehicle Purchases	54,000	50,580	3,420	93.7%	97,099	46,519
Equipment Purchases	152,005	4,392	147,613	2.9%	2,860	(1,532)
Building Renovations	-	18,400	(18,400)	n/a	15,079	(3,321)
TOTAL EXPENDITURES	**206,005**	**75,918**	**130,087**	**36.9%**	**115,038**	**39,120**
REVENUES OVER (UNDER) EXPENDITURES	**$ -**	**(25,273)**	**$ (25,273)**	**n/a**	**$ (168)**	**$ (25,105)**

Airport Fund - Summary of Revenues and Expenditures

September 30, 2022

(100% Yr Complete)

Description	Amended Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR Year to Date Sep-21	PRIOR YEAR Variance Fav (unfav)
REVENUES						
Operating Revenue	$ 2,272,670	$ 2,203,359	$ (69,311)	97.0%	1,690,486	$ 512,873
Interest Income	750	167	(583)	22.2%	276	(109)
Other Miscellaneous Income	15,360	30,089	14,729	195.9%	18,117	11,972
TOTAL REVENUES	**2,288,780**	**2,233,615**	**(55,165)**	**97.6%**	**1,708,878**	**524,737**
EXPENSES						
Personal Services	262,893	280,376	(17,483)	106.7%	228,138	(52,238)
Operating Expenditures	1,995,887	1,884,537	111,350	94.4%	1,253,310	(631,227)
Non-Operating Expenditures	30,000	-	30,000	0.0%	-	-
TOTAL EXPENSES	**2,288,780**	**2,164,913**	**123,867**	**94.6%**	**1,481,448**	**(683,465)**
OPERATING REVENUES OVER (UNDER) EXPENSI	**-**	**68,702**	**68,702**	**n/a**	**227,430**	**(158,728)**
NON-OPERATING REVENUE (EXPENSES)						
Capital Improvements - (Grants)	(1,151,189)	(747,625)	403,564	64.9%	(163,642)	(583,983)
Capital Outlay - Building/Equipment	(15,000)	(45,160)	(30,160)	301.1%	-	(45,160)
Revenue (Grants)	1,166,189	747,625	(418,564)	64.1%	206,637	540,989
TOTAL NON-OPERATING REVENUES (EXPENSES	**-**	**(45,160)**	**(45,160)**	**n/a**	**42,995**	**(88,155)**
TOTAL REVENUES OVER (UNDER) EXPENSES	**-**	**23,542**	**23,542**	**n/a**	**$ 270,425**	**$ (246,883)**

CRA Fund - Summary of Revenues and Expenditures

September 30, 2022

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR Year to Date Sep-21	PRIOR YEAR Variance Fav (unfav)
REVENUES						
Tax Incremental Revenue - City	$ 141,462	$ 141,462	$ 0	100.0%	$ 112,464	$ 28,998
Tax Incremental Revenue - County	188,616	188,616	-	100.0%	155,721	32,895
Interest Income	150	50	(100)	33.5%	130	(79)
Special Events	500	-	(500)	0.0%	300	(300)
Miscellaneous Income	-	1,680	1,680	n/a	-	1,680
Other Financing Sources	396,277	-	(396,277)	0.0%	-	-
TOTAL REVENUES	**727,005**	**331,808**	**(395,197)**	**45.6%**	**268,614**	**63,193**
EXPENDITURES						
Personal Services	68,132	67,283	849	98.8%	48,673	(18,610)
Operating Expenditures	56,152	16,440	39,712	29.3%	28,924	12,484
Capital Outlay	552,720	406,637	146,083	73.6%	71,844	(334,793)
Non-Operating Expenditures	50,000	750	49,250	1.5%	-	(750)
TOTAL EXPENDITURES	**727,005**	**491,110**	**235,894**	**67.6%**	**149,442**	**(341,669)**
REVENUES OVER (UNDER) EXPENDITURES	**$ -**	**$ (159,302)**	**$ (159,302)**	**n/a**	**$ 119,173**	**$ (278,475)**

COWLink Fund (Broadband) - Summary of Revenues and Expenditures

September 30, 2022

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR Year to Date Sep-21	PRIOR YEAR Variance Fav (unfav)
REVENUES						
Grant Revenue	$ -	$ 46,098	$ 46,098	n/a	85,610	$ (39,512)
Residential Internet Services	29,639	-	(29,639)	(29,639)	-	-
Commercial Internet Services	11,906	-	(11,906)	(11,906)	-	-
TOTAL REVENUES	**41,545**	**46,098**	**4,553**	**111.0%**	**85,610**	**(39,512)**
EXPENSES						
Personal Services	24,914	11,999	(12,916)	48.2%	-	(11,999)
Operating Expenditures	16,631	12,754	(3,877)	76.7%	286	(12,468)
Capital Equipment	-	29,722	29,722	n/a	13,066	16,655
TOTAL EXPENSES	**41,545**	**54,474**	**12,929**	**131.1%**	**13,353**	**(24,466)**
REVENUES OVER (UNDER) EXPENSES	**$ -**	**$ (8,376)**	**$ 17,482**	**n/a**	**$ 72,257**	**$ (63,978)**

Utility Fund (All Services) - Summary of Revenues and Expenses

September 30, 2022

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR Year to Date Sep-21	PRIOR YEAR Variance Fav (unfav)
REVENUES						
Electric Utility	$ 3,271,028	$ 4,275,211	$ 1,004,183	130.7%	$ 3,241,010	$ 1,034,202
Gas Utility	599,750	541,735	(58,015)	90.3%	460,597	81,138
Water Utility	621,984	579,010	(42,974)	93.1%	592,541	(13,532)
Solid Waste Income	542,823	571,696	28,873	105.3%	541,972	29,725
Sewer Utility	653,173	638,054	(15,119)	97.7%	629,604	8,450
Interest Income	1,500	189	(1,311)	12.6%	752	(563)
Other Miscellaneous Income	107,460	88,579	(18,881)	82.4%	96,102	(7,523)
Use of Retained Earnings	415,682	-	(415,682)	0.0%	-	-
TOTAL REVENUES	**6,213,400**	**6,694,474**	**481,074**	**107.7%**	**5,562,577**	**1,131,897**
EXPENSES						
Total Administration Department	408,570	235,900	172,671	57.7%	330,634	94,734
Total Customer Service Department	145,451	127,271	18,180	87.5%	-	(127,271)
Total Electric Department	2,784,112	3,819,776	(1,035,664)	137.2%	2,662,269	(1,157,506)
Total Gas Department	735,080	741,191	(6,111)	100.8%	671,003	(70,187)
Total Water Department	731,530	711,551	19,979	97.3%	825,427	113,875
Total Solid Waste Department	548,783	564,159	(15,376)	102.8%	529,053	(35,106)
Total Sewer Collection / Treatment	859,873	816,019	43,854	94.9%	912,425	96,406
TOTAL EXPENSES	**6,213,400**	**7,015,867**	**(802,467)**	**112.9%**	**5,930,811**	**(1,085,056)**
REVENUES OVER (UNDER) EXPENSES	**$ -**	**$ (321,393)**	**$ (321,393)**	**n/a**	**$ (368,234)**	**$ 46,841**

Utility Fund (Admin) - Summary of Revenues and Expenses

September 30, 2022

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR Year to Date Sep-21	PRIOR YEAR Variance Fav (unfav)
REVENUES						
Other Miscellaneous Income	$ 107,460	$ 88,579	$ (18,881)	82.4%	$ 96,102	$ (7,523)
Interest Income	1,500	189	(1,311)	12.6%	752	(563)
Use of Retained Earnings	415,682	-	(415,682)	0.0%	-	-
TOTAL REVENUES	**524,642**	**88,768**	**(435,875)**	**16.9%**	**96,854**	**(8,086)**
EXPENSES						
Operating Expenditures	408,570	235,900	172,671	57.7%	330,634	94,734
TOTAL EXPENSES	**408,570**	**235,900**	**172,671**	**57.7%**	**330,634**	**94,734**
REVENUES OVER (UNDER) EXPENSES	**116,072**	**$ (147,132)**	**$ (263,204)**	**-127%**	**$ (233,780)**	**$ 86,648**

Utility Fund (Customer Service) - Summary of Revenues and Expenses

September 30, 2022

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR Year to Date Sep-21	PRIOR YEAR Variance Fav (unfav)
REVENUES						
Other Miscellaneous Income	$ -	$ -	$ -	n/a	$ -	$ -
TOTAL REVENUES	-	-	-	n/a	-	-
EXPENSES						
Operating Expenditures	145,451	127,271	18,180	87.5%	-	(127,271)
TOTAL EXPENSES	**145,451**	**127,271**	**18,180**	**87.5%**	-	**(127,271)**
REVENUES OVER (UNDER) EXPENSES	**(145,451)**	**$ (127,271)**	**$ 18,180**	**88%**	**$ -**	**$ (127,271)**

Utility Fund (Electric Services) - Summary of Revenues and Expenses

September 30, 2022

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR Year to Date Sep-21	PRIOR YEAR Variance Fav (unfav)
REVENUES						
Electric Utility	$ 1,448,692	$ 3,138,557	$ 1,689,865	216.6%	$ 1,399,702	$ 1,738,855
Electric Utility - Power Cost Adj	1,813,336	1,116,891	(696,445)	61.6%	1,835,950	(719,059)
New Electric Service	4,000	12,600	8,600	315.0%	940	11,660
Electric Overhead / Underground	5,000	7,164	2,164	143.3%	4,418	2,746
TOTAL REVENUES	**3,271,028**	**4,275,211**	**1,004,183**	**130.7%**	**3,241,010**	**1,034,202**
EXPENSES						
Personal Services	474,210	377,353	96,857	79.6%	344,669	(32,684)
Operating Expenditures	2,012,205	3,144,726	(1,132,521)	156.3%	2,052,981	(1,091,745)
Non-Operating Expenditures	297,697	297,697	(0)	100.0%	264,619	(33,078)
TOTAL EXPENSES	**2,784,112**	**3,819,776**	**(1,035,664)**	**137.2%**	**2,662,269**	**(1,157,506)**
REVENUES OVER (UNDER) EXPENSES	**486,916**	**$ 455,436**	**$ (31,481)**	**94%**	**$ 578,741**	**$ (123,305)**

Utility Fund (Gas Services) - Summary of Revenues and Expenses

September 30, 2022

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR Year to Date Sep-21	PRIOR YEAR Variance Fav (unfav)
REVENUES						
Gas Utility	$ 550,000	$ 514,369	$ (35,631)	93.5%	$ 444,153	$ 70,216
Gas Meter Connection/Reconnection	2,000	1,545	(455)	77.3%	1,235	310
New Gas Service	4,000	300	(3,700)	7.5%	2,708	(2,408)
Infrastructure Reimbursement	43,750	25,521	(18,229)	58.3%	12,500	13,021
TOTAL REVENUES	**599,750**	**541,735**	**(58,015)**	**90.3%**	**460,597**	**81,138**
EXPENSES						
Personal Services	263,941	225,980	37,962	85.6%	192,804	(33,176)
Operating Expenditures	364,872	408,944	(44,072)	112.1%	383,740	(25,204)
Non-Operating Expenditures	106,267	106,267	(0)	100.0%	94,459	(11,808)
TOTAL EXPENSES	**735,080**	**741,191**	**(6,111)**	**100.8%**	**671,003**	**(70,187)**
REVENUES OVER (UNDER) EXPENSES	**$ (135,330)**	**$ (199,456)**	**$ (64,126)**	**147%**	**$ (210,407)**	**$ 10,951**

Utility Fund (Water Services) - Summary of Revenues and Expenses

September 30, 2022

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR Year to Date Sep-21	PRIOR YEAR Variance Fav (unfav)
REVENUES						
Water Utility	$ 606,984	$ 568,105	$ (38,879)	93.6%	$ 580,856	$ (12,752)
Water Meter Connection/Reconn	5,000	5,305	305	106.1%	4,035	1,270
New Water Service	10,000	5,600	(4,400)	56.0%	7,650	(2,050)
TOTAL REVENUES	**621,984**	**579,010**	**(42,974)**	**93.1%**	**592,541**	**(13,532)**
EXPENSES						
Personal Services	257,205	245,939	11,266	95.6%	193,034	(52,905)
Operating Expenditures	186,901	178,188	8,713	95.3%	376,904	198,716
Non-Operating Expenditures	287,425	287,425	(0)	100.0%	255,489	(31,936)
TOTAL EXPENSES	**731,530**	**711,551**	**19,979**	**97.3%**	**825,427**	**113,875**
REVENUES OVER (UNDER) EXPENSES	**$ (109,547)**	**$ (132,542)**	**$ (22,995)**	**121%**	**$ (232,886)**	**$ 100,344**

Utility Fund (Waste Collection) - Summary of Revenues and Expenses

September 30, 2022

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR Year to Date Sep-21	PRIOR YEAR Variance Fav (unfav)
REVENUES						
Solid Waste Income	$ 542,823	$ 571,696	$ 28,873	105.3%	$ 541,972	$ 29,725
TOTAL REVENUES	**542,823**	**571,696**	**28,873**	**105.3%**	**541,972**	**29,725**
EXPENSES						
Personal Services	5,260	4,805	455	91.4%	21,126	16,321
Operating Expenditures	543,523	559,354	(15,830)	102.9%	507,927	(51,427)
TOTAL EXPENSES	**548,783**	**564,159**	**(15,376)**	**194.3%**	**529,053**	**(35,106)**
REVENUES OVER (UNDER) EXPENSES	**$ (5,960)**	**$ 7,537**	**$ 13,497**	**-126%**	**$ 12,919**	**$ (5,382)**

Utility Fund (Sewer Services) - Summary of Revenues and Expenses

September 30, 2022

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR Year to Date Sep-21	PRIOR YEAR Variance Fav (unfav)
REVENUES						
Sewer Utility	$ 641,173	$ 634,454	$ (6,719)	99.0%	$ 621,204	$ 13,250
Sewer Connection	12,000	3,600	(8,400)	30.0%	8,400	(4,800)
TOTAL REVENUES	**653,173**	**638,054**	**(15,119)**	**97.7%**	**629,604**	**8,450**
EXPENSES						
Sewer Collection						
Personal Services	173,683	180,488	(6,805)	103.9%	162,580	(17,908)
Operating Expenditures	80,024	73,260	6,765	91.5%	209,062	135,803
Total Sewer Collection	**253,707**	**253,748**	**(40)**	**100.0%**	**371,642**	**117,894**
Sewer Treatment						
Personal Services	247,922	195,011	52,911	78.7%	162,828	(32,183)
Operating Expenditures	149,632	158,650	(9,017)	106.0%	192,522	33,872
Total Sewer Treatment	**397,554**	**353,660**	**43,894**	**89.0%**	**355,350**	**1,690**
Non-Departmental						
Transfer To General Fund	208,612	208,611	1	100.0%	185,433	(23,178)
Transfer to Capital Improvement Fund	-	-	-	n/a	-	-
Total Non-Departmental	**208,612**	**208,611**	**1**	**100.0%**	**185,433**	**(23,178)**
TOTAL EXPENSES	**859,873**	**816,019**	**43,854**	**94.9%**	**912,425**	**96,406**
REVENUES OVER (UNDER) EXPENSES	**$ (206,700)**	**$ (177,965)**	**$ 28,735**	**86.1%**	**$ (282,821)**	**$ 104,856**

Utility Fund (CIP) - Summary of Revenues and Expenses

September 30, 2022

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR Year to Date Sep-21	PRIOR YEAR Variance Fav (unfav)
REVENUES						
Grant Revenue	$ 2,572,835	3,451,035	$ 878,200	134.1%	770,534	2,680,501
Transfer From Utility Fund	112,600	-	(112,600)	0.0%	-	-
Blue Rock Development	-	-	-	n/a	82,853	(82,853)
TOTAL REVENUES	**2,685,435**	**3,451,035**	**765,600**	**128.5%**	**867,387**	**2,583,648**
EXPENDITURES						
Utility Master Plan	112,600	15,841	96,759	14.1%	-	
Heavy Equipment Purchases	-	-	-	n/a	30,961	30,961
Electric Improvements	50,000	57,741	(7,741)	115.5%	38,229	(19,512)
Water Improvements	644,835	68,675	576,160	10.7%	-	(68,675)
Sewer Improvements	1,075,000	2,114,785	(1,039,785)	196.7%	51,063	(2,063,722)
Drainage Improvements	713,000	26,704	686,296	3.7%	-	(26,704)
Meter Replacement Program	30,000	-	30,000	0.0%	7,867	7,867
Fire Hydrant Safety Program	10,000	-	10,000	0.0%	-	-
Gas Improvements	50,000	-	50,000	0.0%	-	-
TOTAL EXPENDITURES	**2,685,435**	**2,283,745**	**401,690**	**85.0%**	**128,120**	**(2,139,784)**
REVENUES OVER (UNDER) EXPENDITURES	**$ -**	**$ 1,167,291**	**$ 1,167,291**	**n/a**	**$ 739,268**	**$ 443,864**

December 6, 2022

CITY COUNCIL AGENDA ITEM

TOPIC: Proposed ***Berkley Oaks Planned Development***

REQUESTED BY: Laura Jones, City Planner

Applicant: Covington FPC, LLC / JBPro

PUBLIC HEARING FIRST READING RZ-2022-05

BACKGROUND / DESCRIPTION:

LOCATION MAP/AERIAL PHOTOGRAPH

SUMMARY

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

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

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

Proposed Uses

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

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

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

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

Gross Acreage of Land: Includes common lands—e.g.: stormwater, roadways, utility infrastructure.
Net Acreage of Land: Does not include common lands.

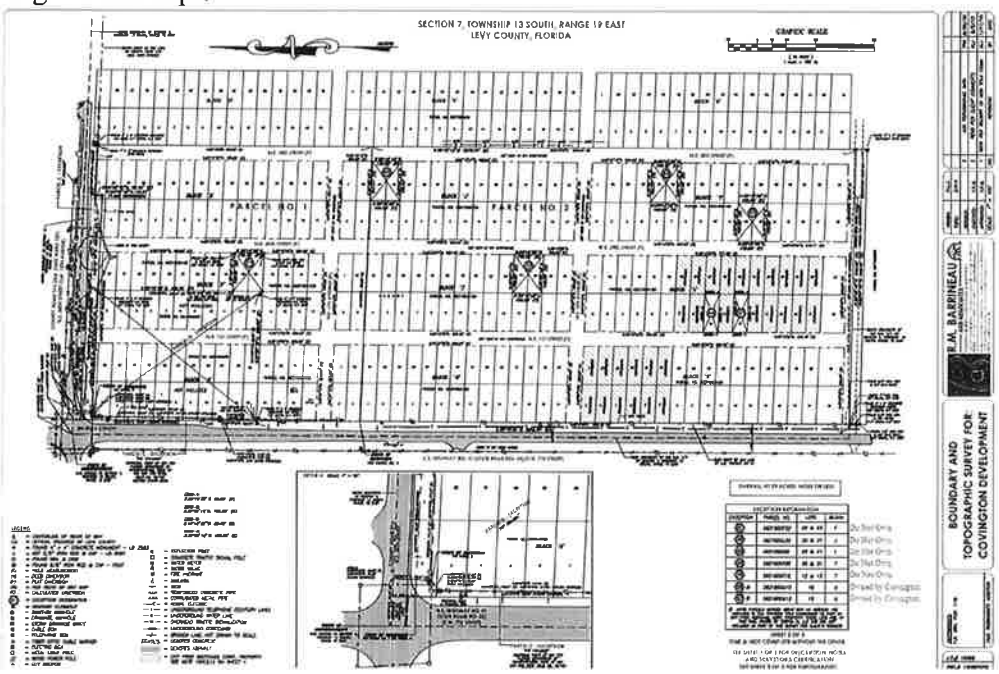
Chapter 60 – Zoning; Article XIII Planned Development (PD), states the intent of the PD district is to permit planned developments intended to:

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

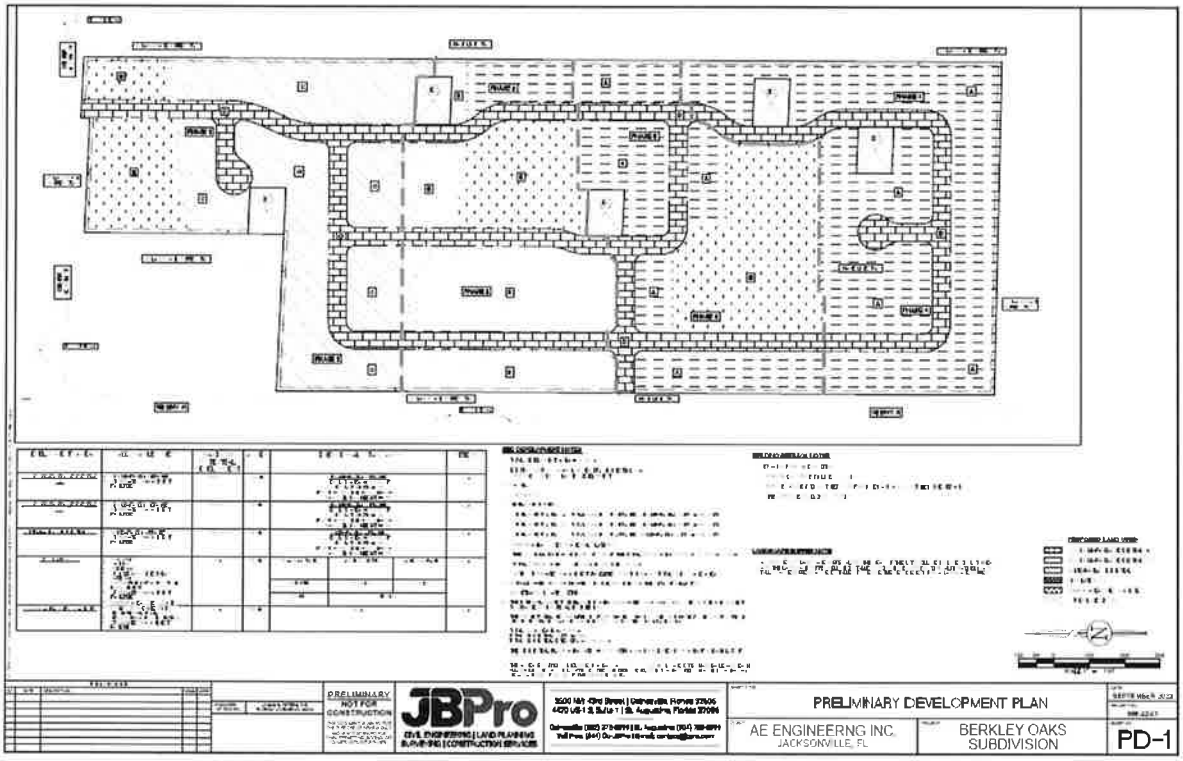
The PD will meet these criteria in that it will promote mixed use land development patterns which combine single family residential and multi-family uses to achieve an attractive, well integrated, and pedestrian and transit friendly environment.

Original concept and new concept are attached.

Original Concept:



New Concept- Planned Development



Sections B.4 and B.5 (page 14 of application) have been added to include sidewalk standards and the airport noise zone.

LEGAL REVIEW: None

FISCAL IMPACTS: None

RECOMMENDED ACTION: The preliminary development plan proposed by this PD zoning application meets the City's Land Development Regulations. Planning and Zoning Commission reviewed on September 27, 2022 and recommended to City Council for approval. Passed First Public Reading on October 4, 2022 by City Council.

ATTACHMENTS: Application

ACTION:

_____ APPROVED _____ DISAPPROVED

ORDINANCE NO. 703

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE ZONING 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 THE 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.

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

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

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

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

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

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

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

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

EXHIBIT A

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

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

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

0631900E15	07-13-19	ROBINSON'S ADDITION
0631900E16	07-13-19	ROBINSON'S ADDITION
0631900E17	07-13-19	ROBINSON'S ADDITION
0631900E18	07-13-19	ROBINSON'S ADDITION
0631900E19	07-13-19	ROBINSON'S ADDITION
0631900E20	07-13-19	ROBINSON'S ADDITION
0631900E21	07-13-19	ROBINSON'S ADDITION
0631900E22	07-13-19	ROBINSON'S ADDITION
0631900E23	07-13-19	ROBINSON'S ADDITION
0631900E24	07-13-19	ROBINSON'S ADDITION
0631900E25	07-13-19	ROBINSON'S ADDITION
0631900E26	07-13-19	ROBINSON'S ADDITION
0631900E27	07-13-19	ROBINSON'S ADDITION
0631900E28	07-13-19	ROBINSON'S ADDITION
0631900E29	07-13-19	ROBINSON'S ADDITION
0631900E30	07-13-19	ROBINSON'S ADDITION
0631900E31	07-13-19	ROBINSON'S ADDITION
0631900E32	07-13-19	ROBINSON'S ADDITION
0631900F01	07-13-19	ROBINSON'S ADDITION
0631900F14	07-13-19	ROBINSON'S ADDITION
0631900F15	07-13-19	ROBINSON'S ADDITION
0631900F16	07-13-19	ROBINSON'S ADDITION
0631900F17	07-13-19	ROBINSON'S ADDITION
0631900F18	07-13-19	ROBINSON'S ADDITION
0631900F19	07-13-19	ROBINSON'S ADDITION
0631900F20	07-13-19	ROBINSON'S ADDITION
0631900F21	07-13-19	ROBINSON'S ADDITION
0631900F24	07-13-19	ROBINSON'S ADDITION
0631900F25	07-13-19	ROBINSON'S ADDITION
0631900F26	07-13-19	ROBINSON'S ADDITION
0631900F27	07-13-19	ROBINSON'S ADDITION
0631900F28	07-13-19	ROBINSON'S ADDITION
0631900F29	07-13-19	ROBINSON'S ADDITION
0631900F30	07-13-19	ROBINSON'S ADDITION
0631900F31	07-13-19	ROBINSON'S ADDITION
0631900F32	07-13-19	ROBINSON'S ADDITION
0631900G14	07-13-19	ROBINSON'S ADDITION
0631900G15	07-13-19	ROBINSON'S ADDITION
0631900G16	07-13-19	ROBINSON'S ADDITION
0631900G17	07-13-19	ROBINSON'S ADDITION
0631900G18	07-13-19	ROBINSON'S ADDITION

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

0631900G19	07-13-19	ROBINSON'S ADDITION
0631900G20	07-13-19	ROBINSON'S ADDITION
0631900G21	07-13-19	ROBINSON'S ADDITION
0631900H01	07-13-19	ROBINSON'S ADDITION
0631900H02	07-13-19	ROBINSON'S ADDITION
0631900H03	07-13-19	ROBINSON'S ADDITION
0631900H04	07-13-19	ROBINSON'S ADDITION
0631900H05	07-13-19	ROBINSON'S ADDITION
0631900H06	07-13-19	ROBINSON'S ADDITION
0631900H07	07-13-19	ROBINSON'S ADDITION
0631900H08	07-13-19	ROBINSON'S ADDITION
0631900H09	07-13-19	ROBINSON'S ADDITION
0631900H10	07-13-19	ROBINSON'S ADDITION
0631900H11	07-13-19	ROBINSON'S ADDITION
0631900H12	07-13-19	ROBINSON'S ADDITION
0631900H13	07-13-19	ROBINSON'S ADDITION
0631900H14	07-13-19	ROBINSON'S ADDITION
0631900H15	07-13-19	ROBINSON'S ADDITION
0631900H16	07-13-19	ROBINSON'S ADDITION
0631900H17	07-13-19	ROBINSON'S ADDITION
0631900H18	07-13-19	ROBINSON'S ADDITION
0631900H19	07-13-19	ROBINSON'S ADDITION
0631900H20	07-13-19	ROBINSON'S ADDITION
0631900H21	07-13-19	ROBINSON'S ADDITION
0631900H22	07-13-19	ROBINSON'S ADDITION
0631900H23	07-13-19	ROBINSON'S ADDITION
0631900H24	07-13-19	ROBINSON'S ADDITION
0631900H25	07-13-19	ROBINSON'S ADDITION
0631900H26	07-13-19	ROBINSON'S ADDITION
0631900H27	07-13-19	ROBINSON'S ADDITION
0631900H28	07-13-19	ROBINSON'S ADDITION
0631900H29	07-13-19	ROBINSON'S ADDITION
0631900H30	07-13-19	ROBINSON'S ADDITION
0631900H31	07-13-19	ROBINSON'S ADDITION
0631900H32	07-13-19	ROBINSON'S ADDITION
0631900I01	07-13-19	ROBINSON'S ADDITION
0631900I02	07-13-19	ROBINSON'S ADDITION
0631900I03	07-13-19	ROBINSON'S ADDITION
0631900I04	07-13-19	ROBINSON'S ADDITION
0631900I05	07-13-19	ROBINSON'S ADDITION
0631900I06	07-13-19	ROBINSON'S ADDITION

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0631900I07	07-13-19 ROBINSON'S ADDITION
0631900I08	07-13-19 ROBINSON'S ADDITION
0631900I09	07-13-19 ROBINSON'S ADDITION
0631900I10	07-13-19 ROBINSON'S ADDITION
0631900I11	07-13-19 ROBINSON'S ADDITION
0631900I12	07-13-19 ROBINSON'S ADDITION
0631900I13	07-13-19 ROBINSON'S ADDITION
0631900I14	07-13-19 ROBINSON'S ADDITION
0631900I15	07-13-19 ROBINSON'S ADDITION
0631900I16	07-13-19 ROBINSON'S ADDITION
0631900I17	07-13-19 ROBINSON'S ADDITION
0631900I18	07-13-19 ROBINSON'S ADDITION
0631900I19	07-13-19 ROBINSON'S ADDITION
0631900I22	07-13-19 ROBINSON'S ADDITION
0631900I23	07-13-19 ROBINSON'S ADDITION
0631900I24	07-13-19 ROBINSON'S ADDITION
0631900I25	07-13-19 ROBINSON'S ADDITION
0631900I26	07-13-19 ROBINSON'S ADDITION
0631900I27	07-13-19 ROBINSON'S ADDITION
0631900I28	07-13-19 ROBINSON'S ADDITION
0631900I29	07-13-19 ROBINSON'S ADDITION
0631900I30	07-13-19 ROBINSON'S ADDITION
0631900I31	07-13-19 ROBINSON'S ADDITION
0631900I32	07-13-19 ROBINSON'S ADDITION
0631900J01	07-13-19 ROBINSON'S ADDITION
0631900J02	07-13-19 ROBINSON'S ADDITION
0631900J03	07-13-19 ROBINSON'S ADDITION
0631900J04	07-13-19 ROBINSON'S ADDITION
0631900J05	07-13-19 ROBINSON'S ADDITION
0631900J06	07-13-19 ROBINSON'S ADDITION
0631900J07	07-13-19 ROBINSON'S ADDITION
0631900J08	07-13-19 ROBINSON'S ADDITION
0631900J09	07-13-19 ROBINSON'S ADDITION
0631900J10	07-13-19 ROBINSON'S ADDITION
0631900J11	07-13-19 ROBINSON'S ADDITION
0631900J12	07-13-19 ROBINSON'S ADDITION
0631900J13	07-13-19 ROBINSON'S ADDITION
0631900J14	07-13-19 ROBINSON'S ADDITION
0631900J15	07-13-19 ROBINSON'S ADDITION
0631900J16	07-13-19 ROBINSON'S ADDITION
0631900J17	07-13-19 ROBINSON'S ADDITION

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0631900J18	07-13-19 ROBINSON'S ADDITION
0631900J19	07-13-19 ROBINSON'S ADDITION
0631900J20	07-13-19 ROBINSON'S ADDITION
0631900J21	07-13-19 ROBINSON'S ADDITION
0631900J22	07-13-19 ROBINSON'S ADDITION
0631900J23	07-13-19 ROBINSON'S ADDITION
0631900J24	07-13-19 ROBINSON'S ADDITION
0631900J25	07-13-19 ROBINSON'S ADDITION
0631900J26	07-13-19 ROBINSON'S ADDITION
0631900J27	07-13-19 ROBINSON'S ADDITION
0631900J28	07-13-19 ROBINSON'S ADDITION
0631900J29	07-13-19 ROBINSON'S ADDITION
0631900J32	07-13-19 ROBINSON'S ADDITION
0631900T01	07-13-19 ROBINSON'S ADDITION
0631900T02	07-13-19 ROBINSON'S ADDITION
0631900T03	07-13-19 ROBINSON'S ADDITION

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Berkley Oaks Subdivision

Rezoning Application

City Council 2nd Hearing
November 29, 2022

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

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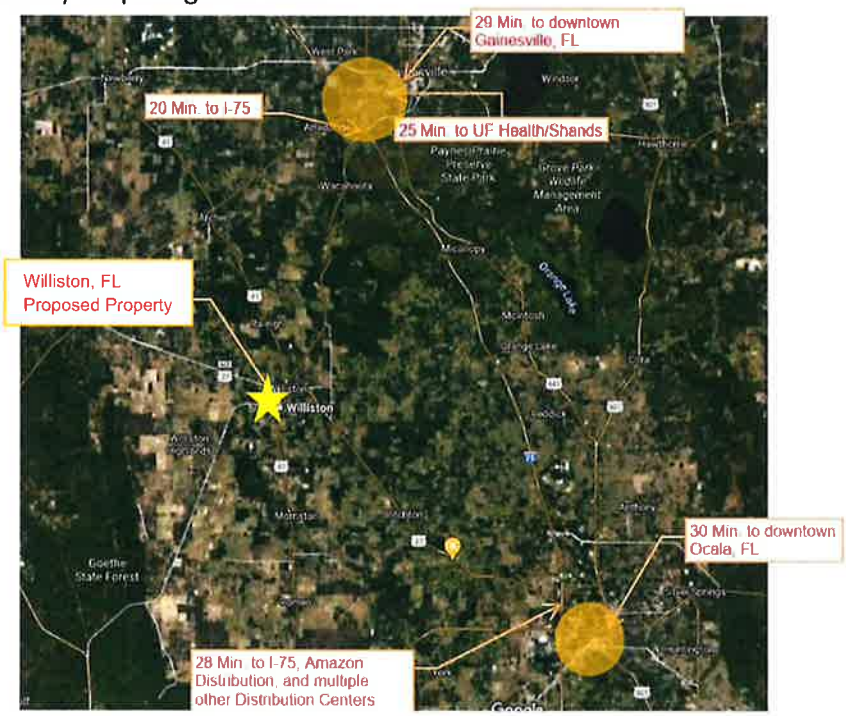
I. Statement of Proposed Change

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

Map 1: Vicinity Map: Local Area

Map 2: Vicinity Map: Regional Area



A. LAND USE DETERMINATION

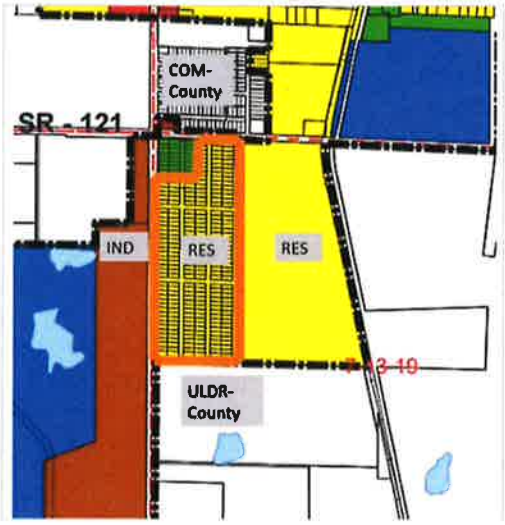
A.1 Existing Land Use Entitlements

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

Table 1: Future Land Use and Zoning Designations

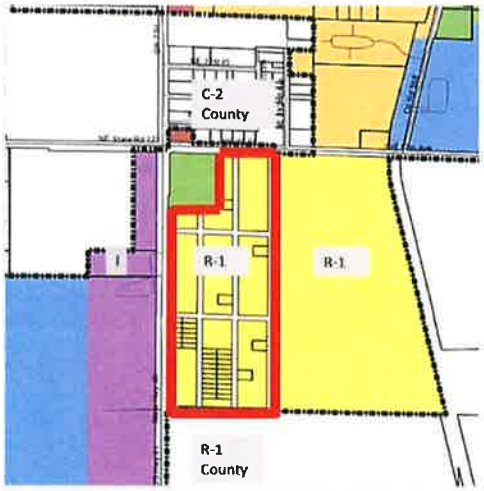
Location	Jurisdiction	Future Land Use	Current Zoning
Proposed Property	City of Williston	Residential (12 du/a)	R-1 (4 du/a)
North	Levy County	Commercial	C-2
South	Levy County	Urban Low Design Residential (1 du/a)	R-1 (1 du/a)
East	City of Williston	Residential(12 du/a)	R-1 (4 du/a)
West	City of Williston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

Map 3: Vicinity Map: Future Land Use



Proposed property: Orange outline

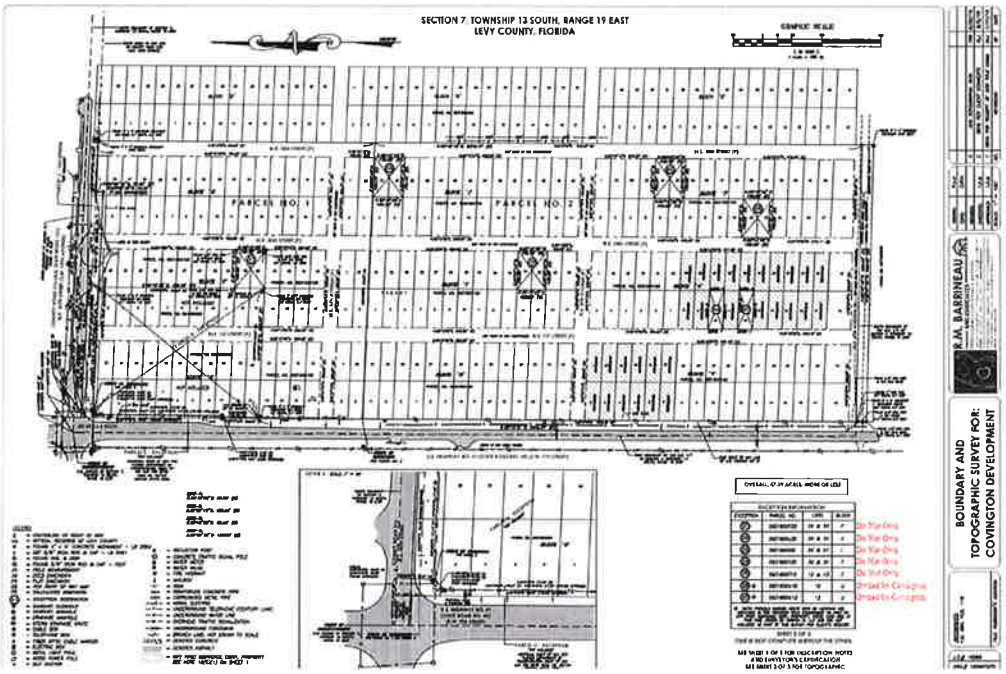
Map 4: Vincinity Map: Zoning



Proposed property: Red outline

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

Map 5: Existing Plat

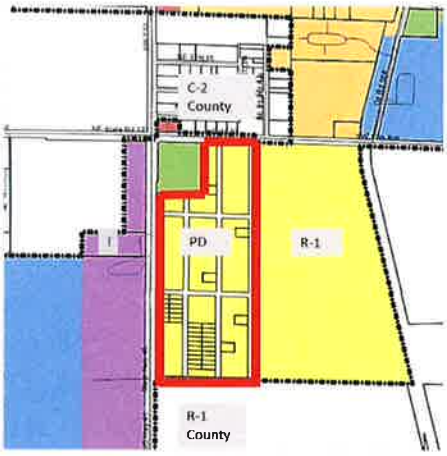


Note: A full scale version of the existing plat is included in the attachments.

A.2 Proposed Change in Land Use Entitlements

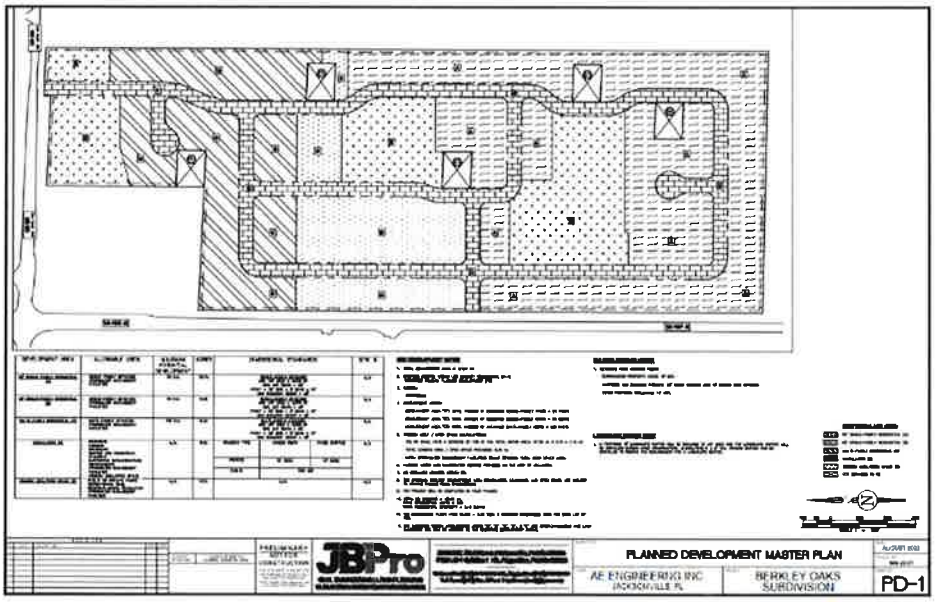
This proposed development differs from the existing land use entitlements in four ways: 1) diversifies the types of housing to include both single- and multi-family units, 2) increases the density to 5.18 dwelling units per acre 3) increases the number of platted lots to 248, and 4) alters the lot sizes.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

Map 6: Proposed Zoning Map



Proposed property: Red outline

Map 7: Master Use Plan



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

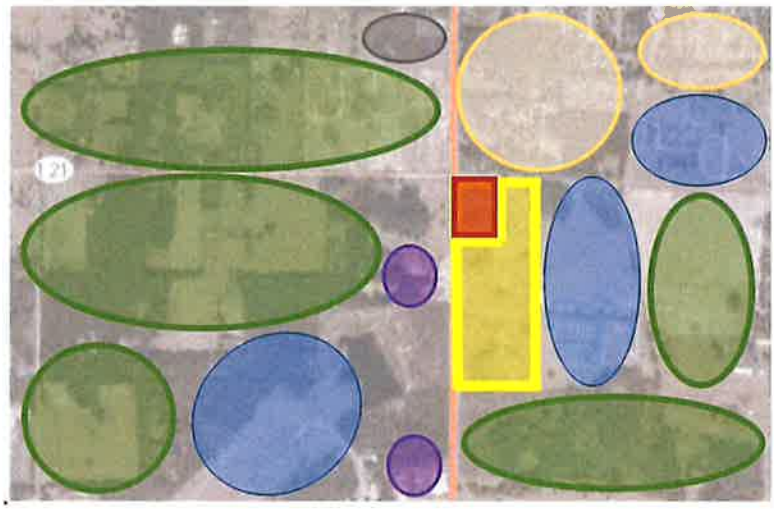
A.3 Compatibility with Existing and Future Land Uses

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

Table 2: Existing Adjacent Land Uses

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

Map 8: Vicinity Map: Existing Land Uses



Proposed property: Yellow outline

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

Map 9: Vicinity Map: Roadways

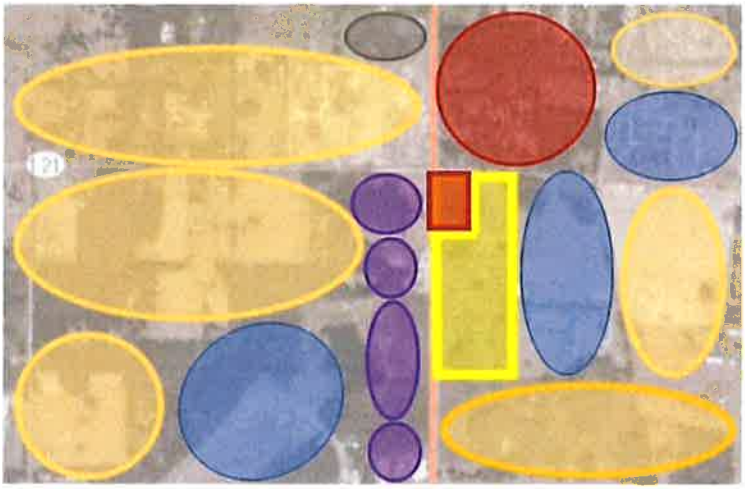
Proposed property: Yellow outline
Roadways: Mustard lines

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

Table 3: Proposed Future Land Use and Zoning

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

Map 8: Vicinity Map: Planned Future Uses



Proposed property: Yellow outline

B. Proposed Master Use Plan Standards

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

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

B.1 Proposed Uses

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

B1.1 Allowable uses in the Berkley Oaks Subdivision shall be:

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

B1.2 The acreage for each of these uses is shown in Table 4 below:

Table 4: Acreage for Uses

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

Gross Acreage of Land: Includes common lands—e.g.: stormwater, roadways, utility infrastructure.
Net Acreage of Land: Does not include common lands.

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

B.2 Building Standards

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

Table 5: Building Standards

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

B.3 Architectural Design Standards

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

B3.1 Two or more distinct building models shall be designed for projects with more than four primary buildings.

B3.2 A covered entry area shall be designed at the main entry to each building.

B3.3 Four architectural design features are required on facades facing public streets, parking and common areas. Acceptable architectural design features may include but is not limited to:

a. Articulation of building façade;
b. Extensions to the building through covered porches, bay or box windows, and other similar features projecting out from the façade;
c. A horizontal change in building materials between stories of a building;
d. Variation in building materials between vertical intervals;
e. Variations in window placement;
f. Architectural features such as shutters, awnings, balconies, verandas, railings, dormers, chimneys, decorative moldings or ornamental details; and
g. Other similar design features.

B3.4 Architectural detailing, horizontal off-sets and other features shall be provided on all sides of the building to avoid blank walls and large, monolithic masses.

B3.5 Roof height, pitch, ridgelines and materials shall be varied to create visual interest and avoid repetition.

B.4 Sidewalk Standards

B4.1 A five (5) foot wide concrete sidewalk shall be required one side for all public roadways internal to the development in accordance with the City of Williston sidewalk standards.

B4.2 Sidewalks shall be located within the public right-of-way where possible. Where the right-of-way does not permit the location of a sidewalk, such sidewalk shall be located on the property and recorded as a "public access easement".

B.5 Airport Noise Zone

B5.1 No person shall sell, lease, or offer to sell or lease any land within the airport noise zone (100 CNR 85 dbA contour) unless the prospective buyer or lessee has been given the following notice in writing, "Noise Warning—This land lies beneath the aircraft approach and departure routes for the Williston Municipal Airport and is subject to noise that may be objectionable."

B5.2 In conjunction with the site development phase of this project, the property owner will coordinate with the City of Williston an airport noise study for the development.

B.6 Emergency Access Standards

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

B.7 Development Standards

Development standards may be modified in ways consistent with the general intent and purpose for the PD District. Aside from development standards established as part of sections B.1—B.6 of this document in conjunction with the PD Master Plan found in Attachment G, the applicant is not requesting any other modifications to the City of Williston's development standards.

C. REZONING JUSTIFICATION

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

3 Concurrency Impact Analysis

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

A. TRANSPORTATION CONCURRENCY

A.1 Roadways:

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

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

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

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

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

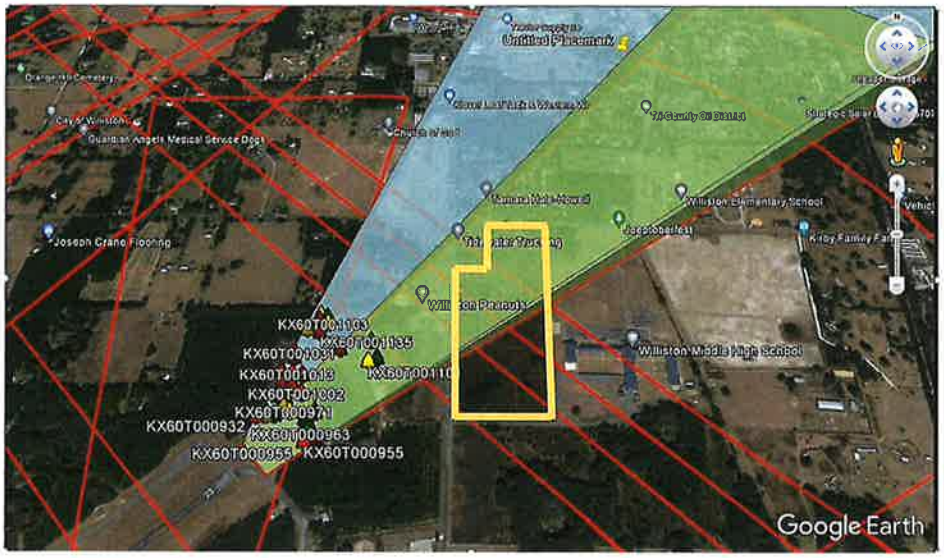
Roadway Segment	Level of Service	
7th Street (US 41/SR 45 / SR 27) from CR 323 (CR 326) to CR 316 (NE 39th Street)	C	
Daily Trip Generation[2]	Number of Dwelling Units (50 lots x 2 du=100)	Total Development
Daily Trips Per Unit	100	715 Trips Per Day
AM Peak Hour	100	57 Trips Per Day
PM Peak Hour	100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

Source:
3) Metropolitan Planning Organization for Gainesville Urbanized Area
4) ITE Trip Generation, Manual 10th Edition

A.2 Airport:

The proposed development is located within the glidepath of the Williston Municipal Airport, Runway 23 as shown on Map 10. The applicant has submitted an application for a FAA 7460 review to identify and address any concerns the FAA may have with the project. The application is attached to this submittal. The applicant will also be coordinating with city staff to conduct an airport noise zone study during the site development phase of this project Finally, no person shall sell, lease, or offer to sell or lease any land in this area unless the prospective buyer or lessee has been given notice of the airport noise zone.

Map 10: Williston Municpal Airport Glidepath Proximity



B. POTABLE WATER CONCURRENCY

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

Table 8: Potable Water Concurrency Assessment

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

C. SANITARY SEWER CONCURRENCY

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

Table 9: Sanitary Sewer Concurrency Assessment

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

D. SOLID WASTE CONCURRENCY

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

Table 10: Solid Waste Concurrency Assessment

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

E. DRAINAGE CONCURRENCY

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

F. RECREATION CONCURRENCY

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

G. OPEN SPACE CONCURRENCY

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

4 Comprehensive Plan Consistency

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

A. FUTURE LAND USE ELEMENT

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

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

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

a. Drainage and stormwater management.

b. Open space, through both lot coverage requirements and usable open space requirements.

c. Safe and convenient on-site traffic flow and off-street parking.

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

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

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

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

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

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

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

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

B. TRANSPORTATION ELEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. INFRASTRUCTURE ELEMENT

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

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

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

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

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

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

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

Policy 2.6: The City of Williston shall accomplish protection of aquifer recharge by:
a. Requiring any recharge to the aquifer will be of the same or higher quality as could occur under natural conditions.
b. Following development of any tract of land, recharge amounts shall equal those occurring prior to development.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. CONSERVATION ELEMENT

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

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

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

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

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

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

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

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

E. RECREATION AND OPEN SPACE ELEMENT

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

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

F. CONCURRENCY MANAGEMENT SYSTEM ELEMENT

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

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

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

a. The necessary facilities are under construction at the time a permit is issued; or,

b. The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued; or,

c. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes; or,

d. The necessary facilities and services are provided for pursuant to Policy 11.2, which such alternative is available at the exclusive option of the elected officials.

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

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

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

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

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

5 Compliance with Land Development Regulations (LDRs):

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

6 Conclusions:

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

7 List of Attachments

Attachment A: **Cover Letter**

Attachment B: **Application**

Attachment C: **Property Owner Affidavit**

Attachment D: **Taxes and Deed**

Attachment E: **Legal Description and Boundary Survey**

Attachment F: **FAA 7460 Review Application Receipt**

Attachment G: **Master Use Plan Exhibits**

Attachment A:

Application Cover Letter

August 17, 2022

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

Re: Berkley Oaks Subdivision– Rezoning Submittal

Dear Laura,

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

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

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

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

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

Sincerely,

DocuSigned by:
John Curtis

John M. Curtis, Jr.
President of Covington-FPC.

Attachment B:

Application

CITY OF WILLISTON
APPLICATION FOR
ZONING CHANGE

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

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

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

Newberry, FL 32669

Telephone Number: 352-281-1862

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

Legal Owner of parcel: Covington-FPC, LLC

Tax parcel ID# : Multiple. See legal description

Legal Description of parcel: (attach exhibit if necessary)

See separate page.

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

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

Please provide the following:

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

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

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

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

Signature: John M. Curtis, Jr.
Pres. of Covington-FPC, LLC. a Florida
limited liability company

Aug. 16, 2022
Date

PZ1005

Attachment C:

Property Owner Affidavit

PROPERTY OWNERS' AFFIDAVIT

Covington-FPC LLC
Owner

Berkeley Oaks Subdivision
Application No.

N/A
Additional Owners

John Curtis, President
Appointed Agent(s)

Multiple: See Boundary Survey
Parcel Number(s)

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

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

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

Owner (signature)

STATE OF FLORIDA
County Alachua

LENZ H. GELIN
Notary Public, State of Florida
Commission# HH 172517
My comm. expires Sept. 6, 2025

(SEAL ABOVE)

Lenz H. Gelin

SWORN AND SUBSCRIBED BEFORE ME
THIS 30th DAY OF August, 2022
BY John Curtis
WHO IS/ARE PERSONALLY KNOWN TO ME OR HAS/HAVE PRODUCED AS IDENTIFICATION
Driver License
(TYPE OF IDENTIFICATION)

Notary Public, Commission No. HH172517
(Name of Notary typed, printed, or stamped)

Attachment D:

Tax Record and Deed

HONORABLE MICHELE LANGFORD
REAL ESTATE

LEVY COUNTY

ACCOUNT NUMBER: 06319-00G-15 2021 TAX DISTRICT: WI
ASSESSED VALUE: 4,250 EXEMPTIONS: * NONE * TAXABLE VALUE: 4,250

TAXING AUTHORITY		MILLAGE RATE	EXEMPTIONS	TAXABLE VALUE	TAXES		
COUNTY	BOARD OF CO COMMISSIONERS	9.0000		4,250	0	4,250	38.25
SCHOOL	SCHOOL - STATE	3.6270		4,250	0	4,250	15.41
	SCHOOL - LOCAL	1.5000		4,250	0	4,250	6.37
	SCHOOL-BASIC DISC	.7480		4,250	0	4,250	3.18
WATER	SWFWMD	.2535		4,250	0	4,250	1.08
CITY	CITY OF WILLISTON	6.7500		4,250	0	4,250	28.69
EXEMPTION:NONE							
		21.87850					92.98

LEVYING AUTHORITY	PURPOSE	RATES/BASIS	AMOUNT
		NON AD VALOREM ASSESSMENTS:	0.00
		COMBINED TAXES & ASSESSMENTS TOTAL:	92.98

PROPERTY: 07-13-19 ROBINSON'S ADDITION
ADDR: BLOCK G LOT 15 OR BOOK 1359 PAGE
124

CERTIFICATE - ISSUED FOR 125.56 - GROSS TAX 92.98

HONORABLE MICHELE LANGFORD
REAL ESTATE

LEVY COUNTY

CERTIFICATE - ISSUED FOR 125.56 - GROSS TAX 92.98

EX-TYPE	ESCROW	MILLAGE	TAXES LEVIED	REMIT PAYMENT IN U.S. FUNDS TO:
		WI		

VALUES AND EXEMPTIONS			
		TAXES	92.98
ASSESSMENT	4,250	INT. 3.0	2.79
TAXABLE	4,250	SALE 5%	4.79
		ADV. FEE	10.00
		INT. ADV	5.00
		INT.SALE	10.00

06319-00G-15 2021
COVINGTON FPC LLC
1000 NW 112TH TER
GAINESVILLE,FL 32606

07-13-19 ROBINSON'S ADDITION
BLOCK G LOT 15 OR BOOK 1359 PAGE
124
*CERTIFICATE HAS BEEN ISSUED**
05/31/22 CERT NO:2022-00001776-00
999-2021-0002269.0001

INSTR # 602673, OR BK 1359 Page 124, Recorded 06/29/2015 at 04:21 PM,
Rec:$44.00 Deed Doc:$731.50 Danny J. Shipp, LEVY COUNTY CLERK Deputy Clerk
MB

44.00
731.50

Prepared by and return to:
Lizete Raiford

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

[Space Above This Line For Recording Data]

Special Warranty Deed

Unofficial Copy

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

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

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

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

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

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

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

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

Signed, sealed and delivered in our presence:

US Hwy 41 & NE 30 Street, LLC, a dissolved Florida Limited Liability Company by City First Mortgage Corp, it's Managing Member

By: _____
Peter Garcia, Vice President

Witness Name: Clarivel Finlay

Witness Name: Susan Rivera

State of Florida
County of ~~Alachua~~ Broward

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

[Notary Seal]

Notary Public

Printed Name: Clarivel Finlay

My Commission Expires: 1-21-2019

CLARIVEL FINLAY
Notary Public - State of Florida
Commission # FF 190363
My Comm. Expires Jan 21, 2019

Unofficial Copy

Exhibit A

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

PARCEL NO. 1

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

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

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

PARCEL NO. 2

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

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

Exhibit A
(Continued)

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

LESS AND EXCEPT:

PARCEL C:

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

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

AND, LESS AND EXCEPT:

PARCEL D:

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

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

Exhibit A
(Continued)

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

AND, LESS AND EXCEPT:

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

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

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

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

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

AND, LESS AND EXCEPT:

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

AND, LESS AND EXCEPT:

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

AND, LESS AND EXCEPT:

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

Unofficial Copy

Attachment E:

Legal Description and Boundary Survey

EXHIBIT A

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

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

* 219 NORTH NEWNAN STREET 4TH FLOOR * JACKSONVILLE, FL 32202*
* PHONE: 904-337-6324 * FAX: 904-322-8424*

0631900E15	07-13-19 ROBINSON'S ADDITION
0631900E16	07-13-19 ROBINSON'S ADDITION
0631900E17	07-13-19 ROBINSON'S ADDITION
0631900E18	07-13-19 ROBINSON'S ADDITION
0631900E19	07-13-19 ROBINSON'S ADDITION
0631900E20	07-13-19 ROBINSON'S ADDITION
0631900E21	07-13-19 ROBINSON'S ADDITION
0631900E22	07-13-19 ROBINSON'S ADDITION
0631900E23	07-13-19 ROBINSON'S ADDITION
0631900E24	07-13-19 ROBINSON'S ADDITION
0631900E25	07-13-19 ROBINSON'S ADDITION
0631900E26	07-13-19 ROBINSON'S ADDITION
0631900E27	07-13-19 ROBINSON'S ADDITION
0631900E28	07-13-19 ROBINSON'S ADDITION
0631900E29	07-13-19 ROBINSON'S ADDITION
0631900E30	07-13-19 ROBINSON'S ADDITION
0631900E31	07-13-19 ROBINSON'S ADDITION
0631900E32	07-13-19 ROBINSON'S ADDITION
0631900F01	07-13-19 ROBINSON'S ADDITION
0631900F14	07-13-19 ROBINSON'S ADDITION
0631900F15	07-13-19 ROBINSON'S ADDITION
0631900F16	07-13-19 ROBINSON'S ADDITION
0631900F17	07-13-19 ROBINSON'S ADDITION
0631900F18	07-13-19 ROBINSON'S ADDITION
0631900F19	07-13-19 ROBINSON'S ADDITION
0631900F20	07-13-19 ROBINSON'S ADDITION
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0631900F24	07-13-19 ROBINSON'S ADDITION
0631900F25	07-13-19 ROBINSON'S ADDITION
0631900F26	07-13-19 ROBINSON'S ADDITION
0631900F27	07-13-19 ROBINSON'S ADDITION
0631900F28	07-13-19 ROBINSON'S ADDITION
0631900F29	07-13-19 ROBINSON'S ADDITION
0631900F30	07-13-19 ROBINSON'S ADDITION
0631900F31	07-13-19 ROBINSON'S ADDITION
0631900F32	07-13-19 ROBINSON'S ADDITION
0631900G14	07-13-19 ROBINSON'S ADDITION
0631900G15	07-13-19 ROBINSON'S ADDITION
0631900G16	07-13-19 ROBINSON'S ADDITION
0631900G17	07-13-19 ROBINSON'S ADDITION
0631900G18	07-13-19 ROBINSON'S ADDITION

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0631900G19	07-13-19	ROBINSON'S ADDITION
0631900G20	07-13-19	ROBINSON'S ADDITION
0631900G21	07-13-19	ROBINSON'S ADDITION
0631900H01	07-13-19	ROBINSON'S ADDITION
0631900H02	07-13-19	ROBINSON'S ADDITION
0631900H03	07-13-19	ROBINSON'S ADDITION
0631900H04	07-13-19	ROBINSON'S ADDITION
0631900H05	07-13-19	ROBINSON'S ADDITION
0631900H06	07-13-19	ROBINSON'S ADDITION
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0631900H08	07-13-19	ROBINSON'S ADDITION
0631900H09	07-13-19	ROBINSON'S ADDITION
0631900H10	07-13-19	ROBINSON'S ADDITION
0631900H11	07-13-19	ROBINSON'S ADDITION
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0631900H14	07-13-19	ROBINSON'S ADDITION
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0631900H16	07-13-19	ROBINSON'S ADDITION
0631900H17	07-13-19	ROBINSON'S ADDITION
0631900H18	07-13-19	ROBINSON'S ADDITION
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0631900H28	07-13-19	ROBINSON'S ADDITION
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0631900H30	07-13-19	ROBINSON'S ADDITION
0631900H31	07-13-19	ROBINSON'S ADDITION
0631900H32	07-13-19	ROBINSON'S ADDITION
0631900I01	07-13-19	ROBINSON'S ADDITION
0631900I02	07-13-19	ROBINSON'S ADDITION
0631900I03	07-13-19	ROBINSON'S ADDITION
0631900I04	07-13-19	ROBINSON'S ADDITION
0631900I05	07-13-19	ROBINSON'S ADDITION
0631900I06	07-13-19	ROBINSON'S ADDITION

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0631900I07	07-13-19 ROBINSON'S ADDITION
0631900I08	07-13-19 ROBINSON'S ADDITION
0631900I09	07-13-19 ROBINSON'S ADDITION
0631900I10	07-13-19 ROBINSON'S ADDITION
0631900I11	07-13-19 ROBINSON'S ADDITION
0631900I12	07-13-19 ROBINSON'S ADDITION
0631900I13	07-13-19 ROBINSON'S ADDITION
0631900I14	07-13-19 ROBINSON'S ADDITION
0631900I15	07-13-19 ROBINSON'S ADDITION
0631900I16	07-13-19 ROBINSON'S ADDITION
0631900I17	07-13-19 ROBINSON'S ADDITION
0631900I18	07-13-19 ROBINSON'S ADDITION
0631900I19	07-13-19 ROBINSON'S ADDITION
0631900I22	07-13-19 ROBINSON'S ADDITION
0631900I23	07-13-19 ROBINSON'S ADDITION
0631900I24	07-13-19 ROBINSON'S ADDITION
0631900I25	07-13-19 ROBINSON'S ADDITION
0631900I26	07-13-19 ROBINSON'S ADDITION
0631900I27	07-13-19 ROBINSON'S ADDITION
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0631900I30	07-13-19 ROBINSON'S ADDITION
0631900I31	07-13-19 ROBINSON'S ADDITION
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0631900J01	07-13-19 ROBINSON'S ADDITION
0631900J02	07-13-19 ROBINSON'S ADDITION
0631900J03	07-13-19 ROBINSON'S ADDITION
0631900J04	07-13-19 ROBINSON'S ADDITION
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0631900J06	07-13-19 ROBINSON'S ADDITION
0631900J07	07-13-19 ROBINSON'S ADDITION
0631900J08	07-13-19 ROBINSON'S ADDITION
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0631900J11	07-13-19 ROBINSON'S ADDITION
0631900J12	07-13-19 ROBINSON'S ADDITION
0631900J13	07-13-19 ROBINSON'S ADDITION
0631900J14	07-13-19 ROBINSON'S ADDITION
0631900J15	07-13-19 ROBINSON'S ADDITION
0631900J16	07-13-19 ROBINSON'S ADDITION
0631900J17	07-13-19 ROBINSON'S ADDITION

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0631900J18	07-13-19	ROBINSON'S ADDITION
0631900J19	07-13-19	ROBINSON'S ADDITION
0631900J20	07-13-19	ROBINSON'S ADDITION
0631900J21	07-13-19	ROBINSON'S ADDITION
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0631900J23	07-13-19	ROBINSON'S ADDITION
0631900J24	07-13-19	ROBINSON'S ADDITION
0631900J25	07-13-19	ROBINSON'S ADDITION
0631900J26	07-13-19	ROBINSON'S ADDITION
0631900J27	07-13-19	ROBINSON'S ADDITION
0631900J28	07-13-19	ROBINSON'S ADDITION
0631900J29	07-13-19	ROBINSON'S ADDITION
0631900J32	07-13-19	ROBINSON'S ADDITION
0631900T01	07-13-19	ROBINSON'S ADDITION
0631900T02	07-13-19	ROBINSON'S ADDITION
0631900T03	07-13-19	ROBINSON'S ADDITION

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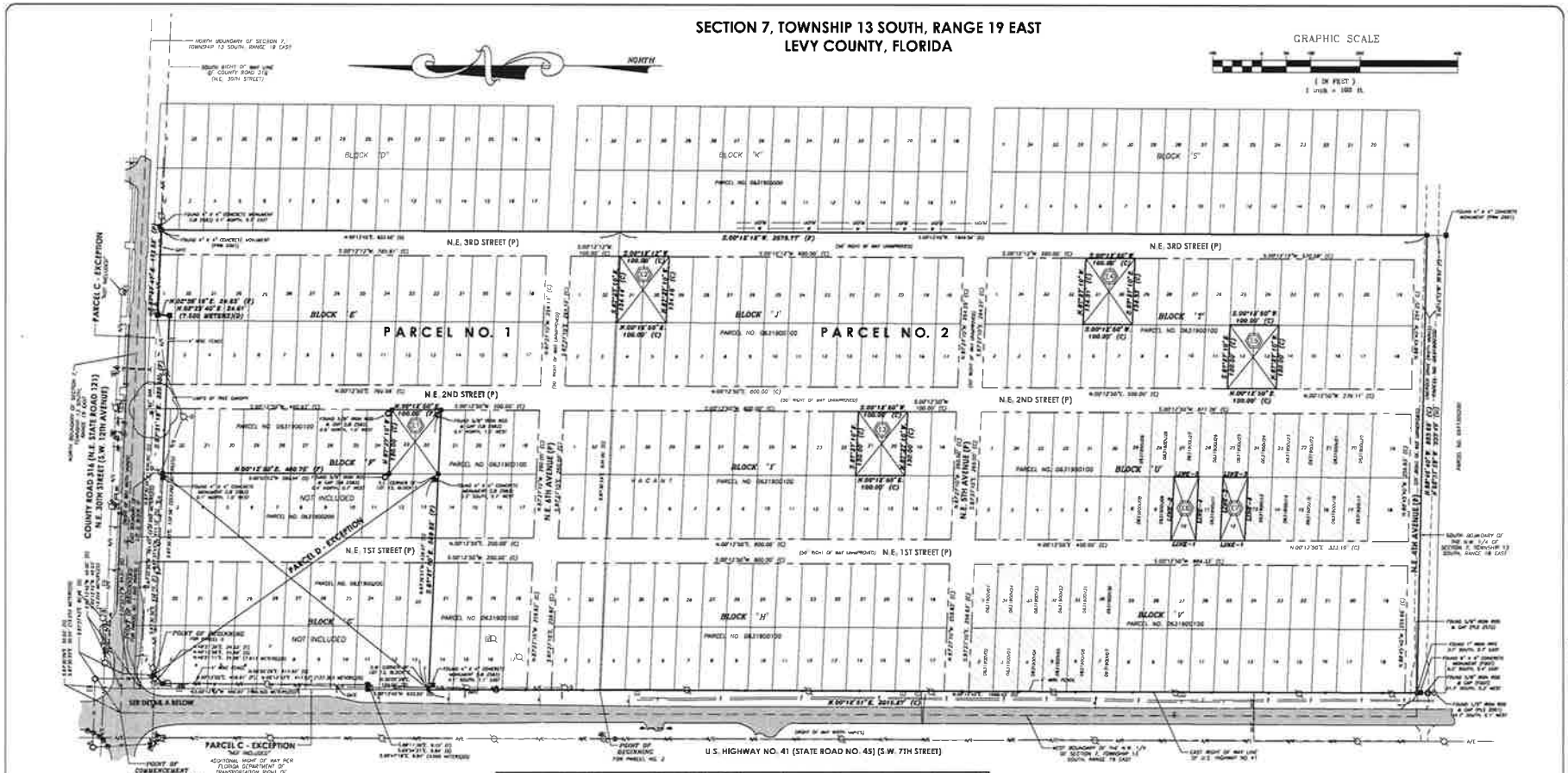
* PHONE: 904-337-6324 * FAX: 904-322-8424*

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

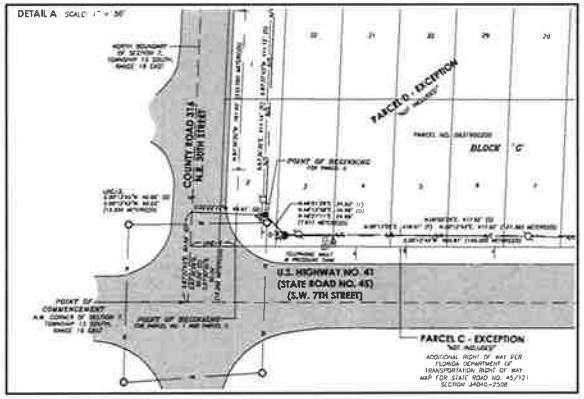


LINE-1:
N.00°13'50"E. 50.00' (C)

LINE-2:
S.87°27'10"E. 130.00' (C)

LINE-3:
S.00°12'50"W. 50.00' (C)

LINE-4:
N.87°27'10"W. 130.00' (C)



OVERALL: 47.59 ACRES, MORE OR LESS

EXCEPTION INFORMATION				
EXCEPTION	PARCEL NO.	LOTS	BLOCK	
E1	0631900F22	22 & 23	F	Do Not Own
E2	0631900J30	30 & 31	J	Do Not Own
E3	0631900I20	20 & 21	I	Do Not Own
E4	0631900T30	30 & 31	T	Do Not Own
E5	0631900T12	12 & 13	T	Do Not Own
E6 *	0631900U10	10	U	Owned by Covington
E7 *	0631803U12	12	U	Owned by Covington

* NOTE: PARCELS MARKED ABOVE WITH AN ASTERICK ARE INCLUDED IN THE PROVIDED TITLE COMMITMENT AS PART OF CITY FIRST MORTGAGE CORP. PROPERTY. THESE LOTS ARE, AT THIS TIME, OWNED BY TARPON IV, LLC AND ARE NOT INCLUDED AS PART OF THIS SURVEY FOR CLIENT'S REQUEST.

SHEET 2 OF 3
ONE IS NOT COMPLETE WITHOUT THE OTHER

SEE SHEET 1 OF 3 FOR DESCRIPTION, NOTES AND SURVEYOR'S CERTIFICATION
SEE SHEET 3 OF 3 FOR TOPOGRAPHIC SURVEY DRAWING

LEGEND

- ℄ = CENTERLINE OF RIGHT OF WAY
- O.R. = OFFICIAL RECORDS OF LEVY COUNTY
- ■ = FOUND 4" x 4" CONCRETE MONUMENT = LB 2583
- ● = SET 5/8" IRON ROD & CAP - LB 5091
- ⊕ = FOUND NAIL & DISK
- ○ = FOUND 5/8" IRON ROD & CAP - FDOT
- (F) = FIELD MEASUREMENT
- (D) = DEED DIMENSION
- (P) = PLAT DIMENSION
- (R) = PER RIGHT OF WAY MAP
- (C) = CALCULATED DIMENSION
- (E1) = EXCEPTION DESIGNATION
- = SANITARY CLEANOUT
- = SANITARY MANHOLE
- = DRAINAGE MANHOLE
- = STORM DRAINAGE GRATE
- = CABLE BOX
- = TELEPHONE BOX
- = FIBER OPTIC CABLE MARKER
- = ELECTRIC BOX
- = METAL LIGHT POLE
- = WOOD POWER POLE
- = GUY ANCHOR
- = REFLECTOR POST
- = CONCRETE TRAFFIC SIGNAL POLE
- = WATER METER
- = WATER VALVE
- = FIRE HYDRANT
- = MAILBOX
- = SIGN
- R.C.P. = REINFORCED CONCRETE PIPE
- C.M.P. = CORRUGATED METAL PIPE
- —A/E— = AERIAL ELECTRIC
- —T— = UNDERGROUND TELEPHONE (CENTURY LINK)
- —W— = UNDERGROUND WATER LINE
- —W— = OVERHEAD TRAFFIC SIGNALIZATION
- —UGW— = UNDERGROUND FORCEMAIN
- —/— = BROKEN LINE) NOT DRAWN TO SCALE
- = DENOTES CONCRETE
- = DENOTES ASPHALT
- = CITY FIRST MORTGAGE CORP. PROPERTY SEE NOTE 10(C)(1) ON SHEET 1

NO	REVISIONS	BY	DATE
3	ADD TOPOGRAPHIC DATA	TPB	8/20/15
2	REVS PER CLIENT COMMENTS	KLJ	8/3/15
1	REVS PER RECEIPT OF NEW TITLE COMM	KLJ	3/13/15

DRAWN: K.L.J.
TOPO: D.R.H.
REVISED: T.P.B.
CHECKED: T.P.B.
APPROVED: T.P.B.
SCALE: 1" = 100'

R.M. BARRINEAU AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
OWNER: RICHARD M. BARRINEAU, JR. P.S.M. 5183
OFFICE LOCATION: 1 NE 1ST STREET, CHIEFLAND, FLORIDA 32626
PHONE: (352) 493-0911 FAX: (352) 493-0912 EMAIL: rmbarrineau@chiefland.net
CERTIFICATE OF AUTHORIZATION NUMBER LB 2583

BOUNDARY AND TOPOGRAPHIC SURVEY FOR: COVINGTON DEVELOPMENT

REFERENCES:
F.B. 5844, PG. 1-9

FILE: ROBINSON'S ADDITION

J.O.# 15098
DWG.# 150981OPG
SHT 2 OF 3

Attachment F:

FAA Review Application

Federal Aviation Administration

« OE/AAA

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

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

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

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

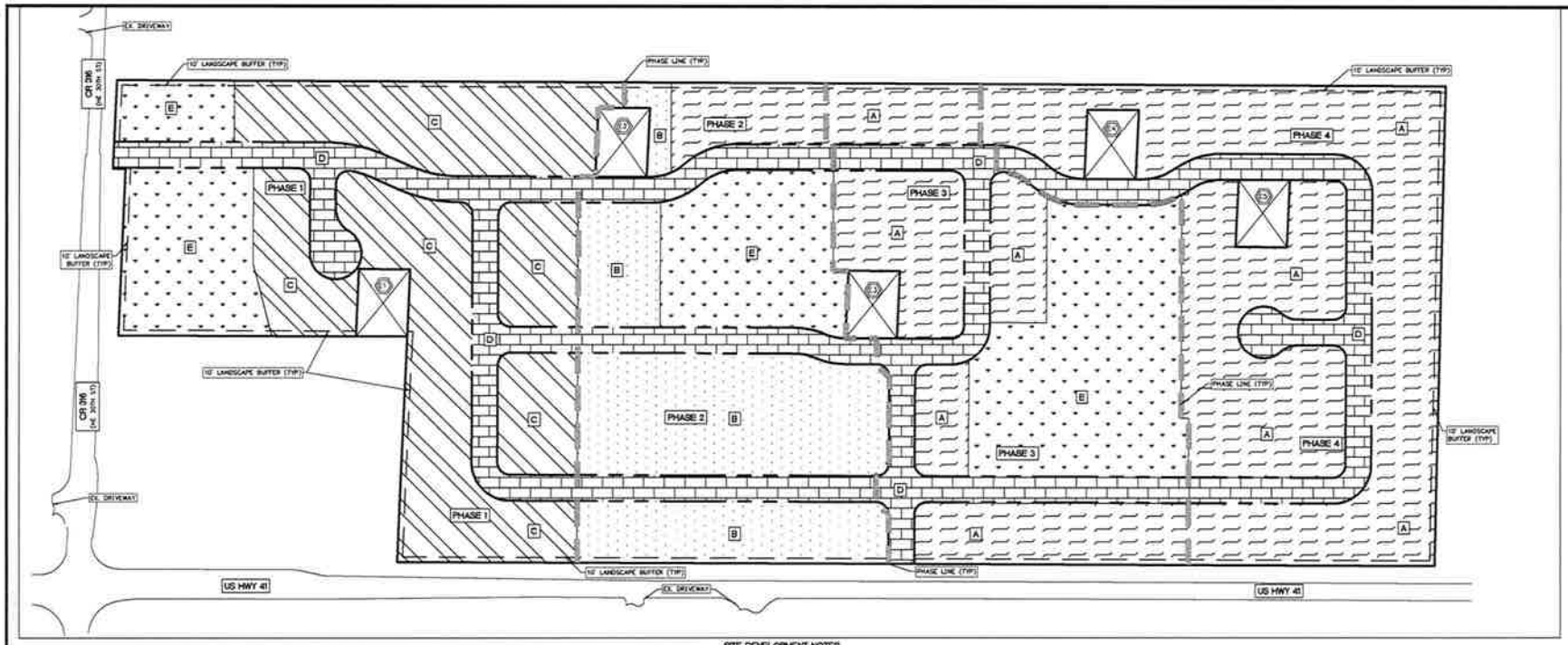
Please return to the system at a later date for status updates.

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

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

Attachment G:

Master Use Plan Exhibits



DEVELOPMENT AREA	ALLOWABLE USES:	MAXIMUM POTENTIAL DEVELOPMENT	ACRES	DIMENSIONAL STANDARDS			SITE %
50' SINGLE-FAMILY RESIDENTIAL (A)	• SINGLE-FAMILY DETACHED • STORMWATER MANAGEMENT FACILITIES	94 D.U.	15.7±	SINGLE-FAMILY DETACHED MIN. LOT AREA = 5,000 SF MIN. LOT WIDTH = 50' FRONT = 20' SIDE = 5' REAR = 10' MAX BUILDING HEIGHT = 35'			N/A
40' SINGLE-FAMILY RESIDENTIAL (B)	• SINGLE-FAMILY DETACHED • STORMWATER MANAGEMENT FACILITIES	54 D.U.	8.0±	SINGLE-FAMILY DETACHED MIN. LOT AREA = 4,000 SF MIN. LOT WIDTH = 40' FRONT = 20' SIDE = 5' REAR = 10' MAX BUILDING HEIGHT = 35'			N/A
MULTI-FAMILY RESIDENTIAL (C)	• MULTI-FAMILY ATTACHED • STORMWATER MANAGEMENT FACILITIES	100 D.U.	6.4±	MULTI-FAMILY ATTACHED MIN. LOT AREA = 3,000 SF MIN. LOT WIDTH = 50' FRONT = 20' SIDE = 0' REAR = 10' MAX BUILDING HEIGHT = 35'			N/A
CIRCULATION (D)	• ROADWAYS • PARKING • DRIVEWAYS • BICYCLE AND PEDESTRIAN PATHWAYS • SUPPORTIVE INFRASTRUCTURE IMPROVEMENTS • STORMWATER MANAGEMENT FACILITIES • COMMON AREA/OPEN SPACE	N/A	8.6±	ROADWAY TYPE	ACCESS WIDTH	PAVED SURFACE	N/A
				PRIVATE	15' (MIN)	10' (MIN)	
				PUBLIC	PER LDR		
COMMON AREA/OPEN SPACE (E)	• PUBLIC OR PRIVATE PARKS • RECREATIONAL TRAIL • RESOURCE-BASED RECREATION • STORMWATER MANAGEMENT FACILITIES	N/A	9.2±	N/A			N/A

SITE DEVELOPMENT NOTES

1. TOTAL DEVELOPMENT AREA = 47.90 AC
2. EXISTING ZONING: URBAN LOW DENSITY RESIDENTIAL (R-1)
   PROPOSED ZONING: PLANNED DEVELOPMENT (PD)
3. PARCEL:
   063190-0100
4. DEVELOPMENT AREAS:
   DEVELOPMENT AREA "A": TOTAL NUMBER OF DETACHED SINGLE-FAMILY UNITS = 94 UNITS
   DEVELOPMENT AREA "B": TOTAL NUMBER OF DETACHED SINGLE-FAMILY UNITS = 54 UNITS
   DEVELOPMENT AREA "C": TOTAL NUMBER OF ATTACHED MULTI-FAMILY UNITS = 100 UNITS
5. COMMON AREA / OPEN SPACE CALCULATIONS:
   THE PD SHALL HAVE A MINIMUM OF 15% OF THE TOTAL GROSS AREA: 47.90 AC X 0.15 = 7.18 AC
   TOTAL COMMON AREA / OPEN SPACE PROVIDED: 9.15 AC
   NOTE: STORMWATER MANAGEMENT FACILITIES COUNT TOWARDS TOTAL OPEN SPACE AREA.
6. POTABLE WATER AND WASTEWATER SERVICE PROVIDED BY THE CITY OF MILLISTON.
7. NO WETLANDS LOCATED WITHIN PD.
8. THE INTERNAL PROJECT DEVELOPMENT AREA BOUNDARIES, ROADWAYS, AND OPEN SPACE ARE SUBJECT TO CHANGE DURING FINAL ENGINEERING.
9. THE PROJECT WILL BE COMPLETED IN FOUR PHASES. PHASING DOES NOT HAVE TO BE CONSTRUCTED IN SEQUENCE. PHASES MAY BE COMBINED OR CONSTRUCTED SIMULTANEOUSLY.
10. TOTAL PD ACREAGE = 47.90 AC
    TOTAL RESIDENTIAL UNITS = 248
    TOTAL RESIDENTIAL INTENSITY = 5.18 DU/AC
11. THE RESIDENTIAL FLOOR AREA RATIO = 0.75 WITH A MAXIMUM IMPERVIOUS AREA FOR EACH LOT OF 75%.
12. THE ACREAGES WITHIN DEVELOPMENT AREAS "A", "B", "C", "D", & "E" ARE INTERCHANGEABLE AND EACH ALLOWABLE USE CAN BE LOCATED IN THE SPECIFIED DEVELOPMENT AREAS. THIS CHANGE IN AREA MAY BE A MAXIMUM OF 20.0% OF THE PROPOSED AREA.

BUILDING SETBACK NOTES

1. SETBACKS FROM VARIOUS ITEMS:
   SURROUNDING PROPERTY LINES: 10' MIN.
   PROPOSED AND EXISTING STREETS: 20' FRONT SETBACK AND 10' STREET SIDE SETBACK
   OTHER PROPOSED BUILDINGS: 10' MIN.

LANDSCAPE BUFFER NOTE

1. A PROPOSED 10' LANDSCAPE BUFFER ALONG THE REAR OF THE LOTS WILL BE INCLUDED IN LOT AREA AND THE LANDSCAPE BUFFER WILL BE INSTALLED DURING HOME CONSTRUCTION. ALTERNATIVELY, A 6' TALL OPAQUE BUFFER CAN BE INSTALLED TO REMOVE THE REQUIREMENT FOR A LANDSCAPE BUFFER.

PROPOSED LAND USES:

- 50' SINGLE-FAMILY RESIDENTIAL (A)
- 40' SINGLE-FAMILY RESIDENTIAL (B)
- MULTI-FAMILY RESIDENTIAL (C)
- CIRCULATION (D)
- COMMON AREA/OPEN SPACE (E)
- NOT INCLUDED IN PD

100 50 0 100 200 300
SCALE 1" = 100'

REVISIONS

NO	DATE	DESCRIPTION	DRAWN	APPR

LICENSE OF RECORD: LOGAN B. PETERS, P.E. FL#86243 | COA#8 NO. 28316

PRELIMINARY NOT FOR CONSTRUCTION

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3532 NW 43rd Street | Gainesville, Florida 32606
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Gainesville: (352) 375-8999 | St. Augustine: (904) 799-9999
Toll Free: (844) Go-JBPro | E-mail: contact@jbpro.com

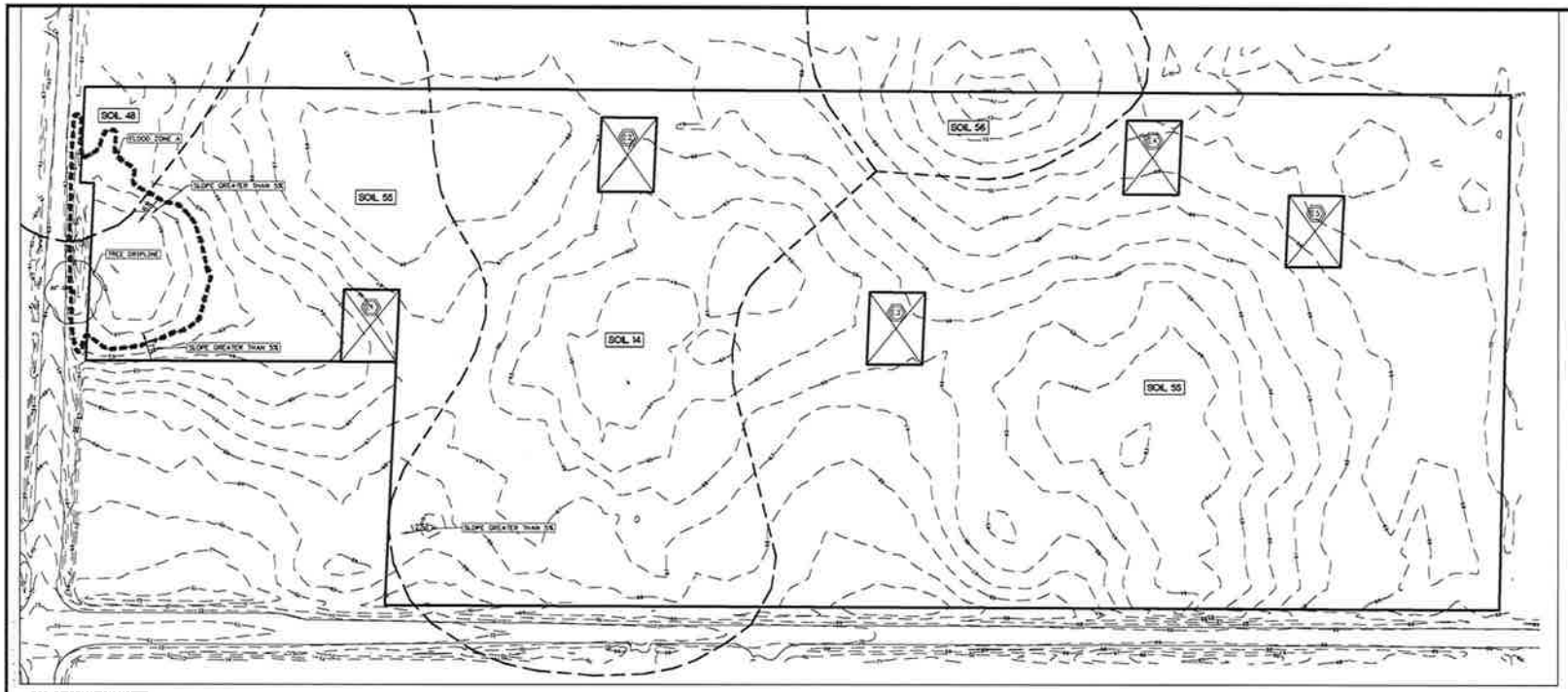
SHEET TITLE: PRELIMINARY DEVELOPMENT PLAN

DATE: SEPTEMBER 2022
PROJECT NO: S86-22-01

CLIENT: AE ENGINEERNG INC.
JACKSONVILLE, FL

PROJECT: BERKLEY OAKS SUBDIVISION

SHEET NO: PD-1



SOIL INFORMATION NOTES

1. SOIL 14 – SHADEVILLE-STELA COMPLEX
   TYPICAL PROFILE: FINE SAND AND FINE SANDY LOAM
   HYDROLOGIC SOIL GROUP: A/D
2. SOIL 48 – LUTTERLOH-MORIAH COMPLEX
   TYPICAL PROFILE: FINE SAND AND SANDY CLAY
   HYDROLOGIC SOIL GROUP: A/C/D
3. SOIL 55 – PEDRO-JONESVILLE-SHADEVILLE COMPLEX
   TYPICAL PROFILE: FINE SAND, FINE SANDY LOAM, AND SANDY CLAY LOAM
   HYDROLOGIC SOIL GROUP: A/B/D
4. SOIL 56 – MORIAH-BUSHNELL-MABEL, LIMESTONE SUBSTRATUM, COMPLEX
   TYPICAL PROFILE: FINE SAND, SANDY CLAY, SANDY CLAY LOAM, AND CLAY
   HYDROLOGIC SOIL GROUP: B/D

TREE NOTE

THERE ARE NO EXISTING TREES LOCATED ON THE SUBJECT PROPERTY.

FLOOD PLAIN INFORMATION NOTE

THIS PROPERTY IS LOCATED IN FLOOD PANEL 12014C0405F. THIS PROPERTY IS LOCATED IN FLOOD ZONE A.

100 50 0 100 200 300
SCALE 1" = 100'

REVISIONS				
NO.	DATE	DESCRIPTION	DRAWN	APPR.

LICENSED PROFESSIONAL ENGINEER OF RECORD: LOGAN S. PETERS, P.E., FLORIDA LICENSE NO. 86816

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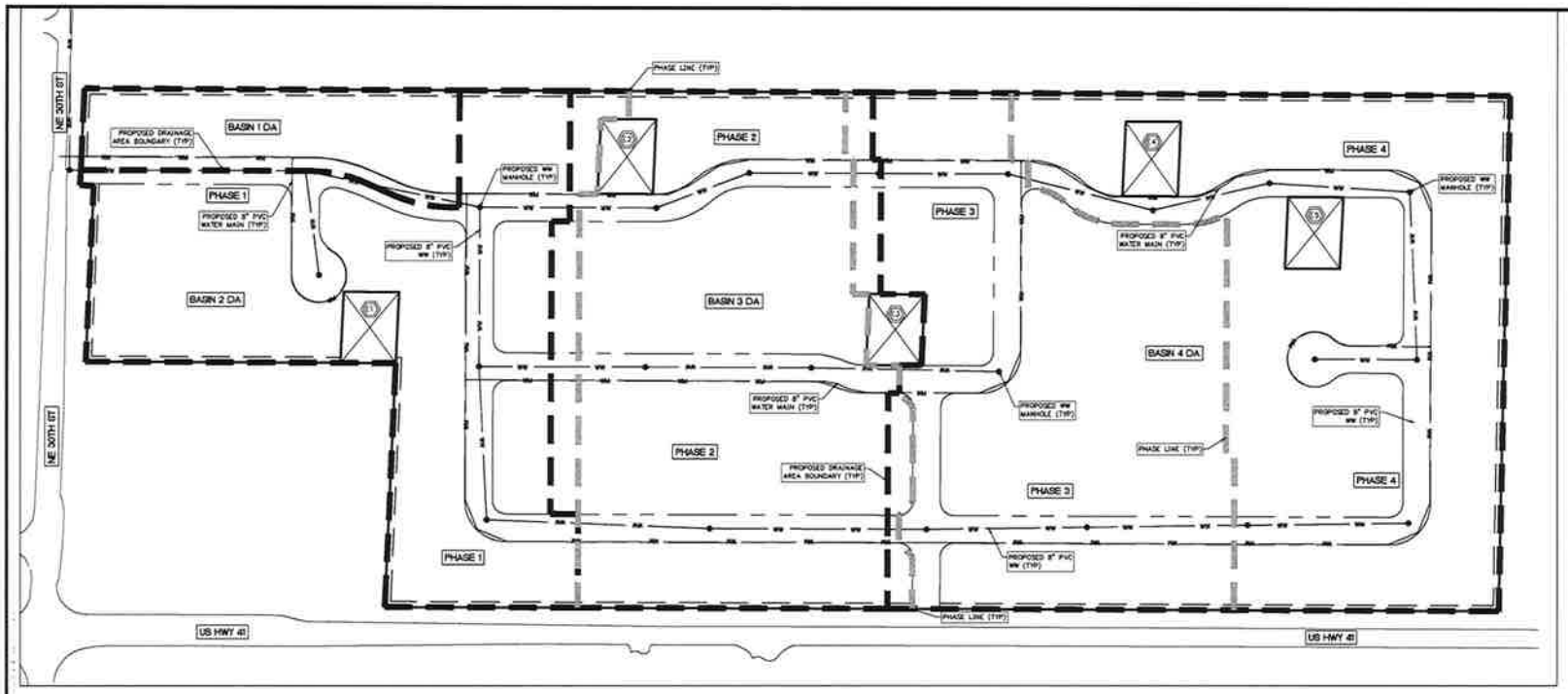
Toll Free: (844) Go-JBPro | E-mail: contact@jbpro.com

SHEET TITLE: SITE ANALYSIS MAP

CLIENT: AE ENGINEERNG INC.
JACKSONVILLE, FL

PROJECT: BERKLEY OAKS SUBDIVISION

DATE: SEPTEMBER 2022
PROJECT NO: 586-22-01
SHEET NO: PD-2



REVISIONS				
NO	DATE	DESCRIPTION	DRAWN	APPR

ENGINEER OF RECORD: LOGAN B. PETERS, P.E. FLORIDA LICENSE NO. 88318

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Toll Free: (844) Go-JBPro | E-mail: contact@jbpro.com

SHEET TITLE: UTILITY SERVICE PLAN

CLIENT: AE ENGINEERNG INC.
JACKSONVILLE, FL

PROJECT: BERKLEY OAKS SUBDIVISION

DATE: SEPTEMBER 2022
PROJECT NO: 586-22-01
SHEET NO: PD-3

FLORIDA, AS FOLLOWS:

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

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

Section 3. Future Land Use. The Comprehensive Plan Future Land Use Map designation changes enacted herein shall be incorporated into the Comprehensive Plan Future Land Use Map within 48 hours of this ordinance becoming effective.

Section 4. Effective Date. This Ordinance shall become effective immediately
Passed on second reading, this 6th day of December, 2022.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Williston, Florida, after properly dispensing with the final reading this 6th day December, 2022.

ATTEST:

CITY OF WILLISTON

LATRICIA WRIGHT
CITY CLERK

DEBRA JONES
PRESIDENT, CITY COUNCIL

CHARLES GOODMAN
MAYOR

KIERSTEN BALLOU
CITY ATTORNEY

Date: December 6, 2022

COUNCIL AGENDA ITEM

TOPIC: 1ST READING ORDINANCE 2022-704: 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; 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: Map

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 study entitled "City of Williston Water and Wastewater Impact Fee Report", dated as of October 21, 2022 attached as Exhibit A.

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	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 Water System Capacity Fee shall be paid in additional 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.
D. Any connection to the Sewer System required under Florida Statute §381.00655(1).

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. One (1) ERU is equal to 252 gallons per day of average water use for purpose of calculating the ERU equivalent for additional demand on the Water System created by alteration, expansion, or replacement.
C. One (1) ERU is equal to 88.25 gallons per day of average daily flow for purpose of calculating the ERU equivalent for additional demand on the Sewer System created by alteration, expansion, or replacement.
D. Additional Demand on the Water System created by alterations, expansions, or replacements shall be determined by determining the added number of water supply fixtures as set out in Table 10.14.2A of the Standard Plumbing Code, converting that number to gallons per minute required using Table 10.14.2B of the Standard Plumbing code, and multiplying that number by 1,440 to convert to gallons per day. The resulting number shall be divided by 252 gallons per day and the final number shall be the ERU

equivalent used to calculate additional demand.

E. Additional Demand on the Sewer System shall be based upon the estimated wastewater production in gallons per day for the type of alteration, expansion, or replacement (over and above the ERU amount) as calculated utilizing the Florida Department of Health Rule 64E-6, Florida Administrative Code (F.A.C.) Table I. The additional wastewater production in gallons per day shall be divided by 88.25 gallons per day and the resulting number shall be the ERU equivalent used to calculate additional demand.

F. 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 three (3) years. 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

December 6, 2022

CITY COUNCIL AGENDA ITEM

TOPIC: VA 22-01 Voluntary Annexation

REQUESTED BY: Laura Jones, City Planner

Applicant: Reggie Ross, LLC

PUBLIC HEARING FIRST READING ORDINANCE 705

BACKGROUND / DESCRIPTION: Pursuant to petitioner Reggie Ross, LLC (property Owner) an application for city limit annexation VA 22-01 has been made. This is a request to obtain an annexation for a portion of the Levy County parcel number #0503900000 into the city limits.

LOCATION MAP/AERIAL PHOTOGRAPH

Subject Property:

Location: Parcel #0503900000 .527 acres at the Southeast corner of SE 10th Street and East Noble Ave

Description:
Description: (by surveyor) Ross Division

A parcel of land at and within the Northwest corner of lands described in O.R.B. 1573, page 81 of the Public Records of Levy County, Florida; lying in the Northwest 1/4 of Section 5, Township 13 South, Range 19 East, Levy County, Florida; being more particularly described as follows: Commence at the Northeast corner of Lot 1, Block 17, J.B. Epperson Addition to Williston, according to the plat thereof, as recorded in Plat Book 1, Page 37, said Public Records, said point lying on the South right-of-way line of East Noble Avenue (a.k.a. U.S. Highway No. 27 and a.k.a. State Road No. 500) and on the West right-of-way line of S.E. 9th Terrace (a.k.a Pine Street) and run thence North 89°52'28"East, along said South right-of-way line, a distance of 111.28 feet to the Northerly extension of the East right-of-way line of S.E. 10th Street (a.k.a. Chestnut Street); thence South 00°03'45"East, along said Northerly extension, a distance of 5.22 feet to the Point-of-Beginning of the herein described parcel; thence continue South 00°03'45"East, along said East right-of-way line, a distance of 104.37 feet to the Northwest corner of lands described in Deed Book 61, page 24, said Public Records; thence South 89°56'34"East, a distance of 209.91 feet to the Northeast corner of said Deed Book 61, page 24; thence North 00°03'45"West, a distance of 109.56 feet to the said South right-of-way line of East Noble Avenue; thence North 89°59'39"West, along said South right-of-way line, a distance of 204.90 feet; thence South 45°00'21"West, along said South right-of-way line, a distance of 7.07 feet to the said Point-of-Beginning. Containing 0.527 Acres, more or less.

qPublic.net™ Levy County, FL

Legend
- Parcels
- Roads
- City Labels

Parcel ID	0503900000	Physical Address		Building Value	$0	Last 2 Sales			
Property Use	6100 - PASTURE II	Mailing Address	REGGIE ROSS LLC	Extra Feature Value	$0	Date	Price	Reason	Qual
Taxing District	SW FLORIDA WT MG		20750 E LEVY ST	Market Land Value	$814,968	n/a	0	n/a	n/a
Acres	61.74		WILLISTON FL 32696	Ag Land Value	$15,558	n/a	0	n/a	n/a
				Just Value	$814,968				
				Assessed Value	$15,558				
				Taxable Value	$15,558				

SUMMARY:

The subject property is located in Levy County, the existing land use is Agricultural. The surrounding land uses are Commercial. Property to the north, south and west is within the City of Williston jurisdiction while property to the east is within Levy County limits.

The following is Taken from State Statute:

171.044 Voluntary annexation. —

(1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.

(2) Upon determination by the governing body of the municipality that the petition bears the signatures of all owners of property in the area proposed to be annexed, the governing body may, at any regular meeting, adopt a nonemergency ordinance to annex said property and redefine the boundary lines of the municipality to include said property. Said ordinance shall be passed after notice of the annexation has been published at least once each week for 2 consecutive weeks in some newspaper in such city or town or, if no newspaper is published in said city or town, then in a newspaper published in the same county; and if no newspaper is published in said county, then at least three printed copies of said notice shall be posted for 4 consecutive weeks at some conspicuous place in said city or town. The notice shall give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the office of the city clerk.

(3) An ordinance adopted under this section shall be filed with the clerk of the circuit court and the chief administrative officer of the county in which the municipality is located and with the Department of State within 7 days after the adoption of such ordinance. The ordinance must include a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds.

(4) The method of annexation provided by this section shall be supplemental to any other procedure provided by general or special law, except that this section shall not apply to municipalities in counties with charters which provide for an exclusive method of municipal annexation.

(5) Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.

(6) Not fewer than 10 days prior to publishing or posting the ordinance notice required under subsection (2), the governing body of the municipality must provide a copy of the notice, via certified mail, to the board of the county commissioners of the county wherein the municipality is located. The notice provision provided in this subsection may be the basis for a cause of action invalidating the annexation.

History.—s. 1, ch. 74-190; ss. 4, 5, ch. 75-297; s. 3, ch. 76-176; s. 2, ch. 86-113; s. 1, ch. 90-171; s. 16, ch. 90-279; s. 16, ch. 98-176; s. 3, ch. 2006-218.

171.204 Prerequisites to annexation under this part.—The interlocal service boundary agreement may describe the character of land that may be annexed under this part and may provide that the restrictions on the character of land that may be annexed pursuant to part I are not restrictions on land that may be annexed pursuant to this part. As determined in the interlocal service boundary agreement, any character of land may be annexed, including, but not limited to, an annexation of land not contiguous to the boundaries of the annexing municipality, an annexation that creates an enclave, or an annexation where the annexed area is not reasonably compact; however, such area must be "urban in character" as defined in s. 171.031(8). The interlocal service boundary agreement may not allow for annexation of land within a municipality that is not a party to the agreement or of land that is within another county. Before annexation of land that is not contiguous to the boundaries of the annexing municipality, an annexation that creates an enclave, or an annexation of land that is not currently served by water or sewer utilities, one of the following options must be followed:

(1) The municipality shall transmit a comprehensive plan amendment that proposes specific amendments relating to the property anticipated for annexation to the Department of Economic Opportunity for review under chapter 163. After considering the department's review, the municipality may approve the annexation and comprehensive plan amendment concurrently. The local government must adopt the annexation and the comprehensive plan amendment as separate and distinct actions but may take such actions at a single public hearing; or

(2) A municipality and county shall enter into a joint planning agreement under s. 163.3171, which is adopted into the municipal comprehensive plan. The joint planning agreement must identify the geographic areas anticipated for annexation, the future land uses that the municipality would seek to establish, necessary public facilities and services, including transportation and school facilities and how they will be provided, and natural resources, including surface water and groundwater resources, and how they will be protected. An amendment to the future land use map of a comprehensive plan which is consistent with the joint planning agreement must be considered a small scale amendment.

171.205 Consent requirements for annexation of land under this part.—Notwithstanding part I, an interlocal service boundary agreement may provide a process for annexation consistent with this section or with part I.

(1) For all or a portion of the area within a designated municipal service area, the interlocal service boundary agreement may provide a flexible process for securing the consent of persons who are registered voters or own property in the area proposed for annexation, or of both such voters and owners, for the annexation of property within a municipal service area, with notice to such voters or owners as required in the interlocal service boundary agreement. The interlocal service boundary agreement may not authorize annexation unless the consent requirements of part I are met or the annexation is consented to by one or more of the following:

(a) The municipality has received a petition for annexation from more than 50 percent of the registered voters who reside in the area proposed to be annexed.

(b) The annexation is approved by a majority of the registered voters who reside in the area proposed to be annexed voting in a referendum on the annexation.

(c) The municipality has received a petition for annexation from more than 50 percent of the persons who own property within the area proposed to be annexed.

(2) If the area to be annexed includes a privately owned solid waste disposal facility as defined in s. 403.703 which receives municipal solid waste collected within the jurisdiction of multiple local governments, the annexing municipality must set forth in its plan the effects that the annexation of the solid waste disposal facility will have on the other local governments. The plan must also indicate that the owner of the affected solid waste disposal facility has been contacted in writing concerning the annexation, that an agreement between the annexing municipality and the solid waste disposal facility to govern the operations of the solid waste disposal facility if the

annexation occurs has been approved, and that the owner of the solid waste disposal facility does not object to the proposed annexation.

(3) For all or a portion of an enclave consisting of more than 20 acres within a designated municipal service area, the interlocal service boundary agreement may provide a flexible process for securing the consent of persons who are registered voters or own property in the area proposed for annexation, or of both such voters and owners, for the annexation of property within such an enclave, with notice to such voters or owners as required in the interlocal service boundary agreement. The interlocal service boundary agreement may not authorize annexation of enclaves under this subsection unless the consent requirements of part I are met, the annexation process includes one or more of the procedures in subsection (1), or the municipality has received a petition for annexation from one or more persons who own real property in excess of 50 percent of the total real property within the area to be annexed.

(4) For all or a portion of an enclave consisting of 20 acres or fewer within a designated municipal service area, within which enclave not more than 100 registered voters reside, the interlocal service boundary agreement may provide a flexible process for securing the consent of persons who are registered voters or own property in the area proposed for annexation, or of both such voters and owners, for the annexation of property within such an enclave, with notice to such voters or owners as required in the interlocal service boundary agreement. Such an annexation process may include one or more of the procedures in subsection (1) and may allow annexation according to the terms and conditions provided in the interlocal service boundary agreement, which may include a referendum of the registered voters who reside in the area proposed to be annexed.

History.—s. 1, ch. 2006-218; s. 11, ch. 2007-5; s. 32, ch. 2008-4; s. 4, ch. 2017-167.

Annexation of City Limits

Presently the property is within the county jurisdiction and meets the requirements for annexation.

The process for annexation addresses in the State Statute 171.20-171.212. Specifically, the section 171.052 – Criteria for annexation of municipal boundaries as quoted below:

171.0413 Annexation procedures. —Any municipality may annex contiguous, compact, unincorporated territory in the following manner:

(1) An ordinance proposing to annex an area of contiguous, compact, unincorporated territory shall be adopted by the governing body of the annexing municipality pursuant to the procedure for the adoption of a nonemergency ordinance established by s. 166.041. Prior to the adoption of the ordinance of annexation, the local governing body shall hold at least two advertised public hearings. The first public hearing shall be on a weekday at least 7 days after the day that the first advertisement is published. The second public hearing shall be held on a weekday at least 5 days after the day that the second advertisement is published. Each such ordinance shall propose only one reasonably compact area to be annexed. However, prior to the ordinance of annexation becoming effective, a referendum on annexation shall be held as set out below, and, if approved by the referendum, the ordinance shall

become effective 10 days after the referendum or as otherwise provided in the ordinance, but not more than 1 year following the date of the referendum.

(2) Following the final adoption of the ordinance of annexation by the governing body of the annexing municipality, the ordinance shall be submitted to a vote of the registered electors of the area proposed to be annexed. The governing body of the annexing municipality may also choose to submit the ordinance of annexation to a separate vote of the registered electors of the annexing municipality. The referendum on annexation shall be called and conducted and the expense thereof paid by the governing body of the annexing municipality.

(a) The referendum on annexation shall be held at the next regularly scheduled election following the final adoption of the ordinance of annexation by the governing body of the annexing municipality or at a special election called for the purpose of holding the referendum. However, the referendum, whether held at a regularly scheduled election or at a special election, shall not be held sooner than 30 days following the final adoption of the ordinance by the governing body of the annexing municipality.

(b) The governing body of the annexing municipality shall publish notice of the referendum on annexation at least once each week for 2 consecutive weeks immediately preceding the date of the referendum in a newspaper of general circulation in the area in which the referendum is to be held. The notice shall give the ordinance number, the time and places for the referendum, and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the office of the city clerk.

(c) On the day of the referendum on annexation there shall be prominently displayed at each polling place a copy of the ordinance of annexation and a description of the property proposed to be annexed. The description shall be by metes and bounds and shall include a map clearly showing such area.

(d) Ballots or mechanical voting devices used in the referendum on annexation shall offer the choice "For annexation of property described in ordinance number of the City of " and "Against annexation of property described in ordinance number of the City of " in that order.

(e) If the referendum is held only in the area proposed to be annexed and receives a majority vote, or if the ordinance is submitted to a separate vote of the registered electors of the annexing municipality and the area proposed to be annexed and there is a separate majority vote for annexation in the annexing municipality and in the area proposed to be annexed, the ordinance of annexation shall become effective on the effective date specified therein. If there is any majority vote against annexation, the ordinance shall not become effective, and the area proposed to be annexed shall not be the subject of an annexation ordinance by the annexing municipality for a period of 2 years from the date of the referendum on annexation.

(3) Any parcel of land which is owned by one individual, corporation, or legal entity, or owned collectively by one or more individuals, corporations, or legal entities, proposed to be annexed under the provisions of this act shall not be severed, separated, divided, or partitioned by the provisions of said ordinance, but shall, if intended to be annexed, or if annexed, under the provisions of this act, be annexed in its entirety and as a whole. However, nothing herein contained shall be construed as affecting the validity or enforceability of any ordinance declaring an intention

to annex land under the existing law that has been enacted by a municipality prior to July 1, 1975. The owner of such property may waive the requirements of this subsection if such owner does not desire all of the tract or parcel included in said annexation.

(4) Except as otherwise provided in this law, the annexation procedure as set forth in this section shall constitute a uniform method for the adoption of an ordinance of annexation by the governing body of any municipality in this state, and all existing provisions of special laws which establish municipal annexation procedures are repealed hereby; except that any provision or provisions of special law or laws which prohibit annexation of territory that is separated from the annexing municipality by a body of water or watercourse shall not be repealed.

(5) If more than 70 percent of the land in an area proposed to be annexed is owned by individuals, corporations, or legal entities which are not registered electors of such area, such area shall not be annexed unless the owners of more than 50 percent of the land in such area consent to such annexation. Such consent shall be obtained by the parties proposing the annexation prior to the referendum to be held on the annexation.

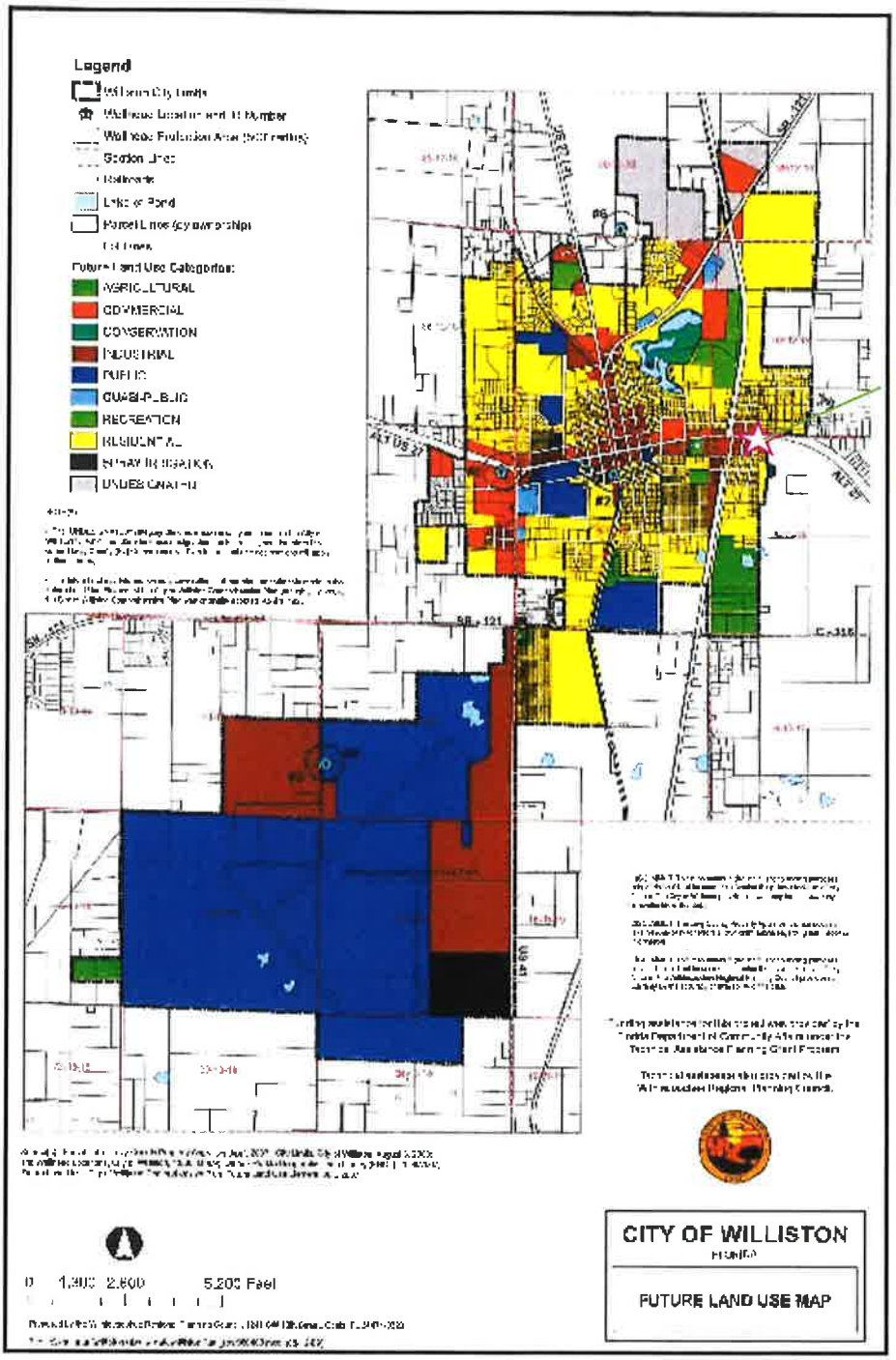
(6) Notwithstanding subsections (1) and (2), if the area proposed to be annexed does not have any registered electors on the date the ordinance is finally adopted, a vote of electors of the area proposed to be annexed is not required. In addition to the requirements of subsection (5), the area may not be annexed unless the owners of more than 50 percent of the parcels of land in the area proposed to be annexed consent to the annexation. If the governing body does not choose to hold a referendum of the annexing municipality pursuant to subsection (2), then the property owner consents required pursuant to subsection (5) shall be obtained by the parties proposing the annexation prior to the final adoption of the ordinance, and the annexation ordinance shall be effective upon becoming a law or as otherwise provided in the ordinance.

History.—s. 2, ch. 75-297; s. 1, ch. 76-176; s. 44, ch. 77-104; s. 1, ch. 80-350; s. 76, ch. 81-259; s. 1, ch. 86-113; s. 15, ch. 90-279; s. 16, ch. 93-206; s. 1, ch. 93-243; s. 1, ch. 94-196; s. 1448, ch. 95-147; s. 12, ch. 99-378.

Surrounding land uses

The existing land use is vacant with agricultural uses in the past. The property adjacent to the north, south, and west is zoned Commercial Intensive and is a part of the City of Williston. The property to the east will remain in the County.

Future land use map is attached.



Parcel# 0503900000

According to the State Statute if a property meets the requirements for annexation, the City Council may approve, or deny a annexation depending upon whether or not it finds that a project promotes public health, safety, moral, order, comfort, convenience, appearance or prosperity for the general welfare of the residents of the City of Williston. Such a determination may be dependent findings that satisfactory provision and arrangement has been made concerning the following matters, where applicable:

Staff Recommendations

The property meets state statute for annexation. The staff recommends approval of the annexation.

LEGAL REVIEW: None

FISCAL IMPACTS: None

RECOMMENDED ACTION: The staff recommends approval of First Reading of Ordinance 705, approval of voluntary annexation

ATTACHMENTS: Application, Exhibit A, Ordinance 705

ACTION:

_____ APPROVED _____ DISAPPROVED

PETITION FOR VOLUNTARY ANNEXATION

The undersigned, being the owner(s) of certain real property which is located in Levy County, Florida, and which is not presently a portion of the City of Williston, respectfully petition that the said lands hereinafter described be annexed to the City of Williston, Levy County, Florida, and submit the following:

1. The lands sought to be annexed are contiguous to the present corporate boundary of the City of Williston, Levy County, Florida.

2. The lands sought to be annexed are compatible with the lands presently located in the City of Williston.

3. The lands sought to be annexed to the City of Williston constitute a compact area, contiguous to the boundary lines of the City of Williston and municipal services can be or have been extended to the said property without significant expenditures and costs, provided, however, that the City shall not be obligated to provide capital improvements to extend municipal services until financing sources are available. The cost of capital improvements to extend municipal services may be paid for by special assessments imposed directly against the property as provided by law.

4. The lands sought to be annexed to the City of Williston are more particularly described as follows, to-wit:

See Exhibit "A", attached.

5. The City will derive the benefit of the development of the said lands.

6. The City will, following the annexation, incorporate by ordinance, the annexed area into the comprehensive land use plan and zoning scheme of the City; each of the undersigned

waives all rights and claims which may arise under statute or otherwise for any diminution in value of property caused thereby.

7. Upon annexation, the said lands will become a part of the City and will be subject to all ordinances, codes, rules and regulations applicable to lands within the City, including the imposition of municipal taxation.

WHEREFORE, it is respectfully requested that the City Council of the City of Williston, Florida accept this Petition under the provisions of Section 171.044, Florida Statutes and initiate the necessary and proper procedures for the annexation of the area described above to become a part of the corporate limits of the City of Williston, Levy County, Florida.

RESPECTFULLY SUBMITTED, this 26 day of October 2022.

Reggie Ross LLC
Managing Partner

Trina Ross Cason

Make checks payable to <u>The City of Williston</u>

Annexation Fees:

a. Small annexation for a parcel of land one acre or less in size which Contains an existing single family or duplex dwelling; (Includes land use amendment and rezoning)… **$250.00**

b. All other annexation (does not include land use amendment or Rezoning) **$350.00**

ORDINANCE No 2022-705

AN ORDINANCE TO PROVIDE FOR THE ANNEXING OF CERTAIN PROPERTY IN THE CITY OF WILLISTON; PROVIDING THE DESCRIPTION OF THE ANNEXED PROPERTY; PROVIDING THAT THE ANNEXED AREA BE SUBJECTED TO ALL LAWS AND REGULATION AND ENTITLED TO ALL BENEFITS AND PRIVILEGES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Williston, Florida (the "City"), has received a Petition for voluntary Annexation from Reggie Ross LLC into the City of Williston. As trustee of Reggie Ross LLC (the "Owners"), in which the Owners have requested and agreed to the voluntary annexation of certain real property which is situated adjacent to the city limits of The City of Williston; and

WHEREAS, a notice of annexation has been published for two consecutive weeks in a local newspaper and has been declared by certified mail to Levy County Board of Commissioners; and

WHEREAS, the City Council finds that all requirements as set forth in State Statute 171.044 relating to Voluntary Annexation have been met;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, as follows:

The following described real property, which is depicted on a map as Exhibit "A", attached, is hereby annexed to and made a part of the City of Williston, Florida:

Description: (by surveyor) Ross Division

A parcel of land at and within the Northwest corner of lands described in O.R.B. 1573, page 81 of the Public Records of Levy County, Florida; lying in the Northwest 1/4 of Section 5, Township 13 South, Range 19 East, Levy County, Florida; being more particularly described as follows: Commence at the Northeast corner of Lot 1, Block 17, J.B. Epperson Addition to Williston, according to the plat thereof, as recorded in Plat Book 1, Page 37, said Public Records, said point lying on the South right-of-way line of East Noble Avenue (a.k.a. U.S. Highway No. 27 and a.k.a. State Road No. 500) and on the West right-of-way line of S.E. 9th Terrace (a.k.a Pine Street) and run thence North 89°52'28"East, along said South right-of-way line, a distance of 111.28 feet to the Northerly extension of the East right-of-way line of S.E. 10th Street (a.k.a. Chestnut Street); thence South 00°03'45"East, along said Northerly extension, a distance of 5.22 feet to the Point-of-Beginning of the herein described parcel; thence continue South 00°03'45"East, along said East right-of-way line, a distance of 104.37 feet to the Northwest corner of lands described in Deed Book 61, page 24, said Public Records; thence South 89°56'34"East, a distance of 209.91 feet to the Northeast corner of said Deed Book 61, page 24; thence North 00°03'45"West, a distance of 109.56 feet to the said South right-of-way line of East Noble Avenue; thence North 89°59'39"West, along said South right-of-way line, a distance of 204.90 feet; thence South 45°00'21"West, along said South right-of-way line, a distance of 7.07 feet to the said Point-of-Beginning. Containing 0.527 Acres, more or less.

2. Upon this ordinance becoming effective, the area annexed shall be subject to all laws, ordinances and regulation in force in the City.

3. Except as required by law, no City services shall be provided to the annexed lands until such time as determined appropriate by the City Council. City services may be funded from taxes and assessments as allowed by law.

4. This ordinance shall take effect on February 3, 2023 or at earlier time as approved by the Mayor.

5. The City Clerk shall file copies of this ordinance with the clerk of the circuit court and the chief administration officer of Levy County, Florida and with the Department of State within 7 days after its effective date.

PASSED upon first reading this 6th day of December, 2022.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this 3rd day of January, 2022.

CITY OF WILLISTON, FLORIDA

By: _____

Debra Jones,

President, City Council

ATTEST:

By: _____

Latricia Wright,

City Clerk

APPROVED by Mayor Charles Goodman on this __ day of _____, 2022.

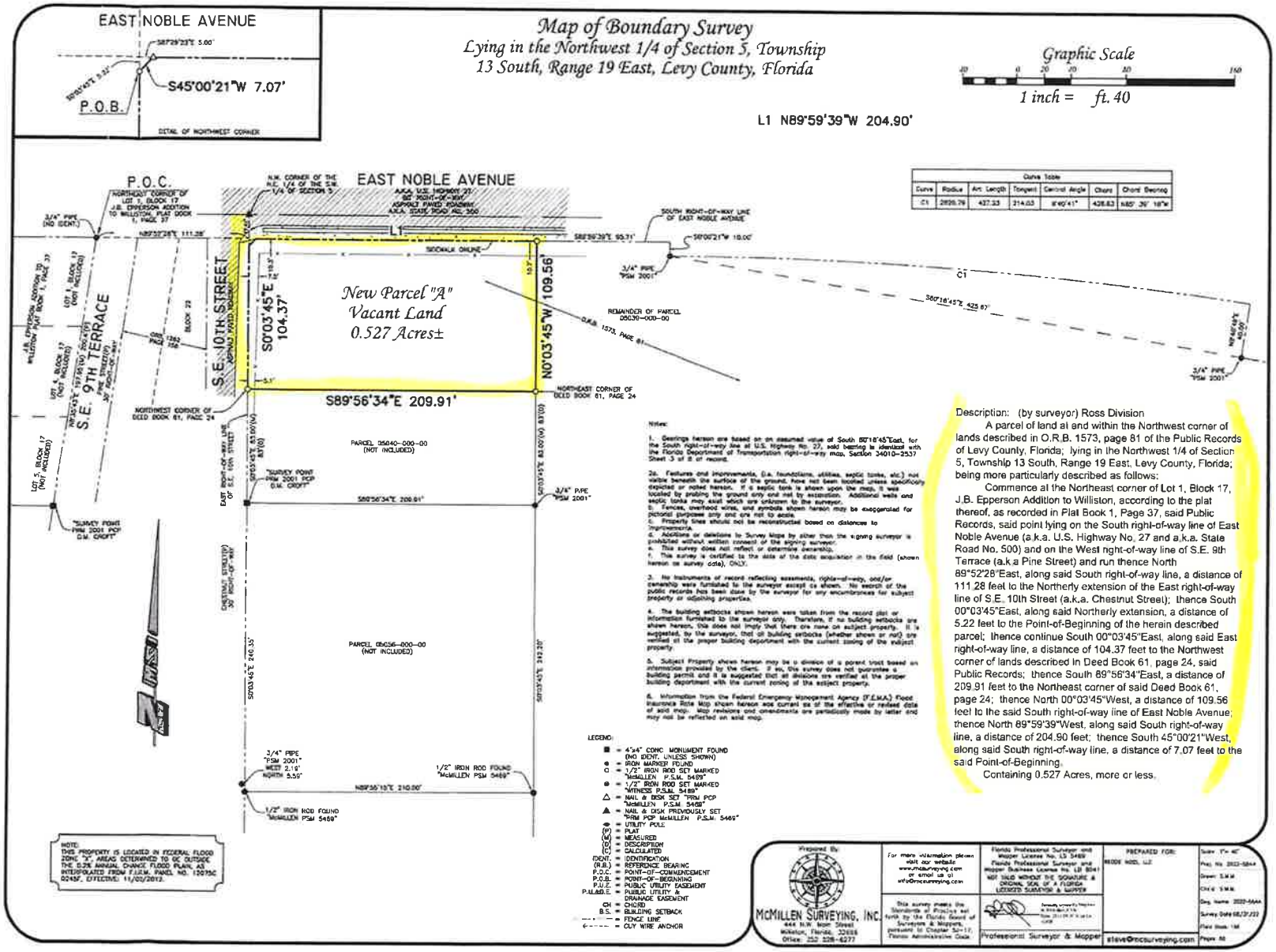
By: _____

Charles Goodman,

Mayor

Map of Boundary Survey

Lying in the Northwest 1/4 of Section 5, Township 13 South, Range 19 East, Levy County, Florida



Curve Table						
Curve	Radius	Arc Length	Tangent	Central Angle	Chord	Chord Bearing
C1	2929.79	427.33	214.03	8°40'41"	426.63	N85° 26' 18"W

Description: (by surveyor) Ross Division

A parcel of land at and within the Northwest corner of lands described in O.R.B. 1573, page 81 of the Public Records of Levy County, Florida; lying in the Northwest 1/4 of Section 5, Township 13 South, Range 19 East, Levy County, Florida; being more particularly described as follows:

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Containing 0.527 Acres, more or less.

December 6, 2022

CITY COUNCIL AGENDA ITEM

TOPIC: RZ2022-06 Tanner 755 S. Main St (Parcel # 05099-001-00)

REQUESTED BY: Laura Jones, City Planner

BACKGROUND / DESCRIPTION:

Rezone (Parcel # 05099-001-00). This property is located at 755 S. Main St. EDA Consultants, Inc. is the agent and Cecil Tanner is the property owner. This re-zone has been initiated by the property owner to change the zoning and land use.

Currently this parcel consists of @ 3.2 acres zoned Agricultural with current and future land use as Agricultural. This re-zone proposes changing the zoning to Residential Duplex (R-2) and the Current and Future Land Use to Residential. The zoning map below shows 3 parcels, however the parcels have been merged into one @ 3.2 acre parcel.

The zoning of R-2 is consistent with the surrounding properties and the current land use of the lots. The land is not being used for agriculture, in fact there are single family homes currently on the area closest to Main Street.

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

December 6, 2022

LEGAL REVIEW: NA

FISCAL IMPACTS: None

RECOMMENDED ACTION:

Planning & Zoning Commission recommended approval of the Zoning and Land Use application to City Council.

ATTACHMENTS:

Application

ACTION:

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

ORDINANCE NO. 706

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE ZONING MAP OF THE CITY OF WILLISTON COMPREHENSIVE PLAN PURSUANT TO AN APPLICATION BY CECIL TANNER FOR 3.2 +/- ACRES IDENTIFIED AS PARCEL 05099-001-00 ON THE OFFICIAL RECORDS OF THE LEVY COUNTY PROPERTY APPRAISER, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN CHAPTER 163, FLORIDA STATUTES; CHANGING THE ZONING AND THE FUTURE LAND USE CLASSIFICATION FROM AGRICULTURAL TO RESIDENTIAL DUPLEX ON CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF WILLISTON FLORIDA, DESCRIBED HEREIN; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS, AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, an application, RZ-2022-06, for an amendment, as described below, to the Current Zoning Map of the City of Williston Comprehensive Plan has been filed with the City;

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

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

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

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

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

FLORIDA, AS FOLLOWS:

Section 1. Application RZ-2022-06 by property owner to amend the City's Zoning Map by changing the zoning classification on the following described property described in Exhibit A, attached, from Agricultural to Residential Duplex is hereby approved.

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

Section 3. Future Land Use. The Comprehensive Plan Future Land Use Map designation changes enacted herein shall be incorporated into the Comprehensive Plan Future Land Use Map within 48 hours of this ordinance becoming effective.

Section 4. Effective Date. This Ordinance shall become effective immediately
Passed on second reading, this --- day of -------, ------.

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

ATTEST:

CITY OF WILLISTON

LATRICIA WRIGHT
CITY CLERK

DEBRA JONES
PRESIDENT, CITY COUNCIL

CHARLES GOODMAN
MAYOR

KIERSTEN BALLOU
CITY ATTORNEY

CITY OF WILLISTON
APPLICATION FOR
ZONING CHANGE

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

Applicant's Name: Clay Sweger (eda consultants, inc.)

Applicant's Mailing Address: 720 SW 2nd Avenue, South Tower, Ste. 300

Gainesville, FL 32601

Telephone Number: 352-373-3541

Address where change requested: 755 S. Main Street

Legal Owner of parcel: Cecil Vernon Tanner

Tax parcel ID# : 0509900100

Legal Description of parcel: (attach exhibit if necessary)

SEE ATTACHED EXHIBIT

Current Land Use/Zoning Map designation: Agricultural FLU & Zoning

Requested Land Use/Zoning Map Designation: Residential FLU & R-2 Zoning

Please provide the following:

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

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

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

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

Signature

8/20/22
Date

PZ1005

PROPERTY OWNER AFFIDAVIT

Owner Name: Cecil Vernon Tanner			
Address: 2223 Jack Weaver Rd Santa Fe, TX 77517	Phone: 409 256 1113		
Agent Name: cdg consultants, llc.			
Address: 120 NW 2nd Ave, South Tower, Ste 300 Gainesville, FL 32601	Phone: 352-373-3541		
Parcel No.: 0509000100			
Acreage: 3.22 Ac. (+/-)	S: 06/13/19	T: 06/13/19	R: 06/13/19
Requested Action: Land Use Change & Rezoning			

I hereby certify that: I am the owner of the subject property or a person having a legal or equitable interest therein. I authorize the above listed agent to act on my behalf for the purposes of this application.

Property owner signature: Cecil V Tanner

Printed name: Cecil V. Tanner

Date: 8-22-22

The foregoing affidavit is acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 22 day of August, 2022 by Cecil Tanner, who is/are personally known to me, or who has/have produced Driver License as identification.

NOTARY SEAL: Deborah Langford

Signature of Notary Public, State of Tx

DEBORAH E. LANGFORD
Notary Public, State of Texas
Comm. Expires 08-13-2024
Notary ID 128154[illegible]

November 1, 2022

Laura Jones
City Planner
City of Williston, Florida

Re: Proposed Land Use & Zoning Map Change
755 S. Main Street

Ms. Jones:

The proposed project is a Small Scale Comprehensive Plan Future Land Use Map amendment and Rezoning of approximately 3.39 acres located at 755 S. Main Street (Parcel No. 0509900100) in the City of Williston. Specifically, the land use map amendment is from Agricultural to Residential and the rezoning is from Agricultural to R-2.

Included with this letter is all supporting information required for the proposed application.

If you have any questions, please feel free to let me know.

Sincerely,

Clay Sweger, AICP, LEED AP
Principal / Director of Planning

720 SW 2nd Avenue, South Tower, Suite 300, Gainesville, FL 32601 • Phone: (352) 373-3541 •
www.edafl.com

qPublic.net™ Levy County, FL

Summary

Parcel ID	0509900100
Location Address	755 S MAIN ST WILLISTON 32696-
Neighborhood	05.00 (5)
Legal Description*	06-13-19 0003.22 ACRES TRACT IN NE1/4 OF SW1/4 EAST OF SAL RR OR BOOK 1419 PAGE 113 & TRACT IN NW1/4 OF SE1/4 ORB 1419 PAGE 109 *The legal description shown here may be condensed, a full legal description should be obtained from a recorded deed for legal purposes.
Property Use Code	SINGLE FAMILY R (0100)
Subdivision	N/A
Sec/Twp/Rng	06-13-19
Tax District	WILLISTON (District WI)
Millage Rate	21.8725
Acreage	3.220
Homestead	Y
Ag Classification	No

View Map

Owner

Owner Name	Tanner Cecil Vernon 100%
Mailing Address	2023 JACK BEAVER RD SANTA FE, TX 77517

Valuation

	2022 Preliminary Value Summary
Building Value	$83,626
Extra Features Value	$8,148
Market Land Value	$75,363
Ag Land Value	$75,363
Just (Market) Value	**$167,137**
Assessed Value	**$104,763**
Exempt Value	$75,500
Taxable Value	**$29,263**
Cap Differential	$62,374
Previous Year Value	$110,689

Exemptions

Homestead	2nd Homestead	Widow/er	Disability	Seniors	Veterans	Other
25000	25000	500		25000		

Building Information

Building	1	**Roof Cover**	METAL
Actual Area	1812	**Interior Flooring**	CARPET
Conditioned Area	1178	**Interior Wall**	DRYWALL
Actual Year Built	1969	**Heating Type**	FORCED AIR DUCTED
Use	SINGLE FAMILY 1	**Air Conditioning**	CENTRAL
Exterior Wall	SIMULATED BRICK/STONE, CONCRETE BLOCK	**Baths**	1
Roof Structure	GABLE OR HIP		

Description	Conditioned Area	Actual Area
BASE	1178	1178
FINISHED ENCLOSED PORCH	0	264
FINISHED OPEN PORCH	0	60
FINISHED STORAGE	0	204
FINISHED OPEN PORCH	0	70
UNFINISHED OPEN PORCH	0	36
Total SqFt	1178	1812

Extra Features

Code Description	BLD	Length	Width	Height	Units
FIREPLACE-A	1	0	0	0	1
CHAIN FENCE 4	1	0	0	0	448
SHED-A	1	46	20	0	920
DU-D STORAGE	1	16	12	0	192
OLD HSE C	0	0	0	0	1

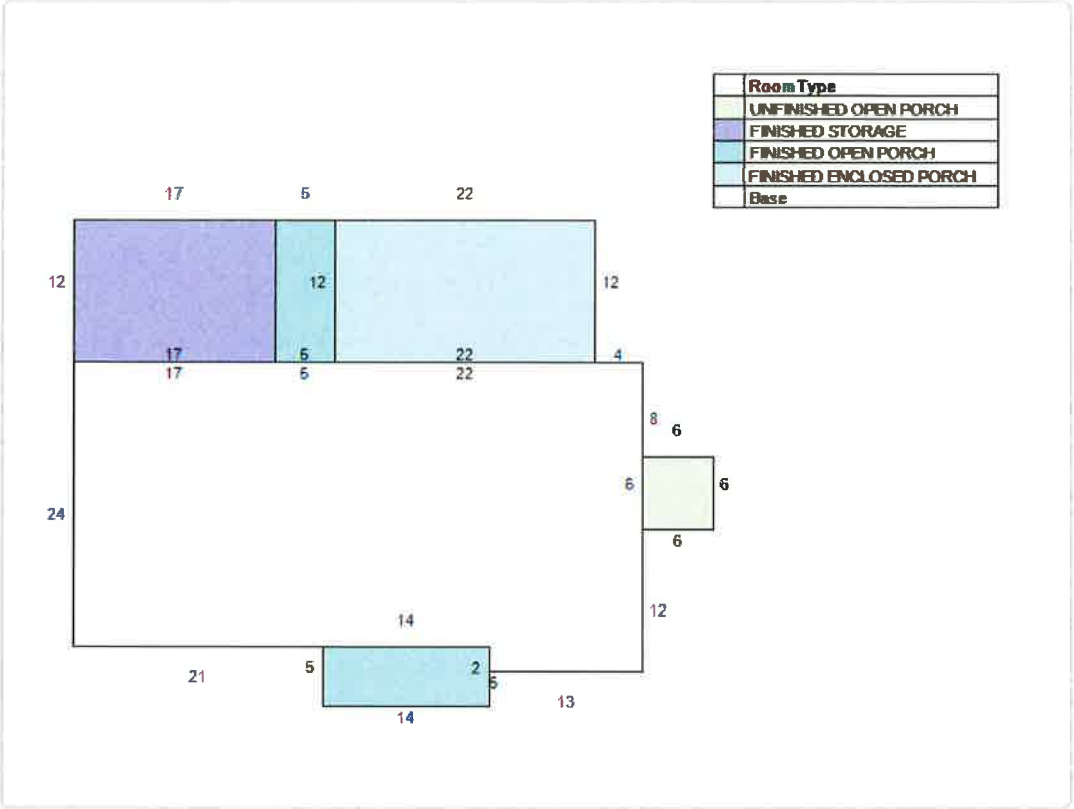
Land Line

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
HOUSE	1	0	0.94	AC	$36,991
VAC LAND	0	0	2.28	AC	$38,372

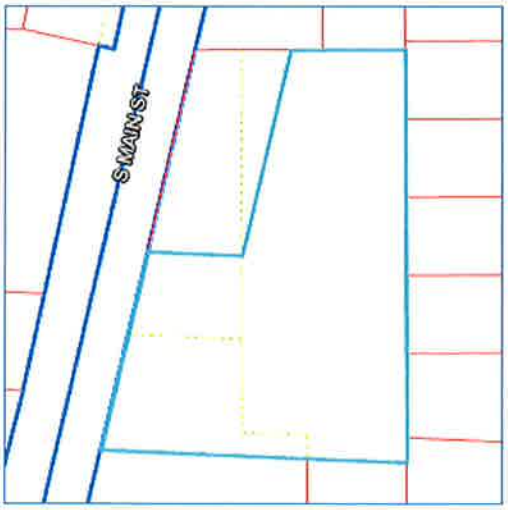
Sales

Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
4/12/2017	$100.00	WD	1419	113	U	I	TANNER DONALD J	TANNER DONALD J &
4/12/2017	$100.00	WD	1419	109	U	I	TANNER DONALD J	TANNER DONALD J
5/1/2005	$100.00	WD	951	299	Q	I	TANNER DONALD J	TANNER DONALD J & MARTHA

Building Sketch



Map



No data available for the following modules: Photos.

INSTR # 624650, OR BK: 1419 PG: 113, Recorded 4/12/2017 11:03 AM
Rec: $27.00 Deed Doc: $0.70 Danny J. Shipp,Clerk of the Circuit Court Levy FL Deputy Clerk MBASS

PREPARED BY:
Ronald W. Stevens, P.A
P.O. Box 1444
Bronson, FL 32621
RETURN TO:
Donald J. Tanner
755 S. Main Street
Williston, Florida 32696

WARRANTY DEED

This Warranty Deed, Executed the 12 day of April, 2017, by, **DONALD J. TANNER, the unremarried widower of MARTHA L. TANNER, deceased, who holds these lands as his homestead property,** hereinafter called **GRANTOR,** to **DONALD J. TANNER and CECIL VERNON TANNER, as joint tenants with full rights of survivorship and not as tenants in common,** whose mailing address is: 755 S. Main Street, Williston, Florida 32696 hereinafter called **GRANTEES.**

(Wherever used herein the terms "grantor(s)" and "grantee(s)" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00, and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, convey and confirm unto the Grantees, all that certain land situate and being in **LEVY** County, **FLORIDA,** viz,

THOSE LANDS AS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

Said property being the same as described in OR Book 951 Page 299, public records of Levy County, Florida.

Tax Parcel No: 05099-001-00

Said property is the homestead of the Grantor under the laws and constitution of the State of Florida.

SUBJECT TO all easements, restrictions, reservations, ordinances, covenants, conditions, limitations of record, if any, and all other such zoning and governmental regulations.

TITLE TO THE HEREINABOVE DESCRIBED LANDS HAS BEEN NEITHER EXAMINED NOR APPROVED BY PREPARING ATTORNEY. LEGAL DESCRIPTION FURNISHED BY GRANTOR.

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

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

Unofficial Copy

AND THE GRANTOR hereby covenants with said Grantees that he/she is lawfully seized of said land in fee simple; that he/she has good title and lawful authority to sell and convey said land; that he /she hereby fully warrants the title to said land and will defend thee same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes subsequent to December 31, 2016.

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

Signed, sealed and delivered
in the presence of:

Signature of 1st Witness

Printed Name of 1st Witness

Signature of 2nd Witness

Printed Name of 2nd Witness

DONALD J. TANNER
755 S. Main Street
Williston, Florida 32696
Address

STATE OF FLORIDA

COUNTY OF LEVY

I hereby Certify that on this day, before, an officer duly authorized to administer oaths and take acknowledgments, personally appeared: **DONALD J. TANNER,** known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that he/ she executed the same, and an oath was not taken.(Check one:) _____ Said person(s) is personally known to me. ✓ Said person(s) provided the following type of identification: Dr. License.

Witness my hand and official seal in the County and State last aforesaid this 12 day of April, A.D. 2017.

SHIRLEY A. RUVIO
Notary Public - State of Florida
Commission # GG 008369
My Comm. Expires Oct 29, 2020
Bonded through National Notary Assn.

(SEAL)

NOTARY PUBLIC/ STATE OF FLORIDA

PRINTED NAME OF NOTARY

Unofficial Copy

That part of the South ½ of Section 6, Township 13 South, Range 19 East, Levy County- Florida, more particularly described as follows: Commence at the Southeast corner of the Southwest ¼ of the Southeast ¼ of Section 6, Township 13 South, Range 19 East; thence run North 87° 41' 15" West along the South line of said Section 6, 1843.5 feet to the Easterly right of way line of the Seaboard Air Line Railroad; thence run Northeasterly along the said right of way line of the Seaboard Air Line Railroad; 1519.32 feet to the Point of Beginning; thence run South 88° 07' 37" East along the old fence line to the North-South center line of said Section 6 a distance of 218.75 feet more or less; thence run North along the said North-South center line 120 feet; thence run West to the Easterly right of way line of the Seaboard Air Line Railroad a distance of 193.75 feet; thence Southwesterly along said Easterly right of way to Point of Beginning.

Unofficial Copy

EXHIBIT A

LEGAL DESCRIPTION

Lands described in O.R.B. 276, page 424 of the Public Records of Levy County, Florida; and part of lands described in O.R.B. 224, page 463, O.R.B. 171, page 343, O.R.B. 90, page 392 and Deed Book 1, page 533, all of said Public Records; Lying in the South 1/2 of Section 6, Township 13 South, Range 19 East, Levy County, Florida; being more particularly described as follows:

Begin at the Southwest corner of Lot 11, Block 2, Woodfields, according to the plat thereof, as recorded in Plat Book 7, page 41, said Public Records of Levy County, Florida; said point also being the Southeast corner of said O.R.B. 224, page 463 and the Northeast corner of said O.R.B. 276, page 424 and run thence South 00°02'13"West, a distance of 37.48 feet to the Southeast corner of said O.R.B. 276, page 424; thence North 87°33'47"West, along the South line of said O.R.B. 276, page 424 and along the South line of said O.R.B. 171, page 343, a distance of 405.70 feet to the East maintained right-of-way line of South Main Street (a.k.a. abandoned Seaboard Coast Railroad); thence North 12°56'29"East, along said East right-of-way line, a distance of 267.52 feet to the North line of said Deed Book 1, page 533 and the South line of lands described in O.R.B. 1445, page 386, said Public Records; thence South 89°57'47"East, along said North line and along said South line, a distance of 135.60 feet to the Northeast corner of said Deed Book 1, page 533 and the Southeast corner of said O.R.B. 1445, page 386; thence North 13°19'53"East, a distance of 265.00 feet to the Northeast corner of said O.R.B. 1445, page 386 and the North line of said O.R.B. 224, page 463; thence South 89°57'47"East, along said North line, a distance of 149.06 feet to the Northeast corner of said O.R.B. 224, page 463 and the said West line of said Block 2, Woodfields; thence South 00°02'13"West, along said West line, a distance of 498.16 feet to the said Point-of-Beginning.

Containing 3.390 Acres, more or less.

Map of Boundary Survey
Lying in the South 1/2 of Section 6, Township 13 South, Range 19 East, Levy County, Florida

Description: (by surveyor)

Lands described in O.R.B. 276, page 424 of the Public Records of Levy County, Florida; and part of lands described in O.R.B. 224, page 463, O.R.B. 171, page 343, O.R.B. 90, page 392 and Deed Book 1, page 533, all of said Public Records; Lying in the South 1/2 of Section 6, Township 13 South, Range 19 East, Levy County, Florida; being more particularly described as follows:

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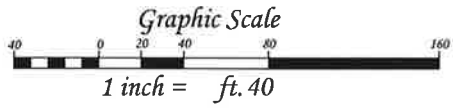
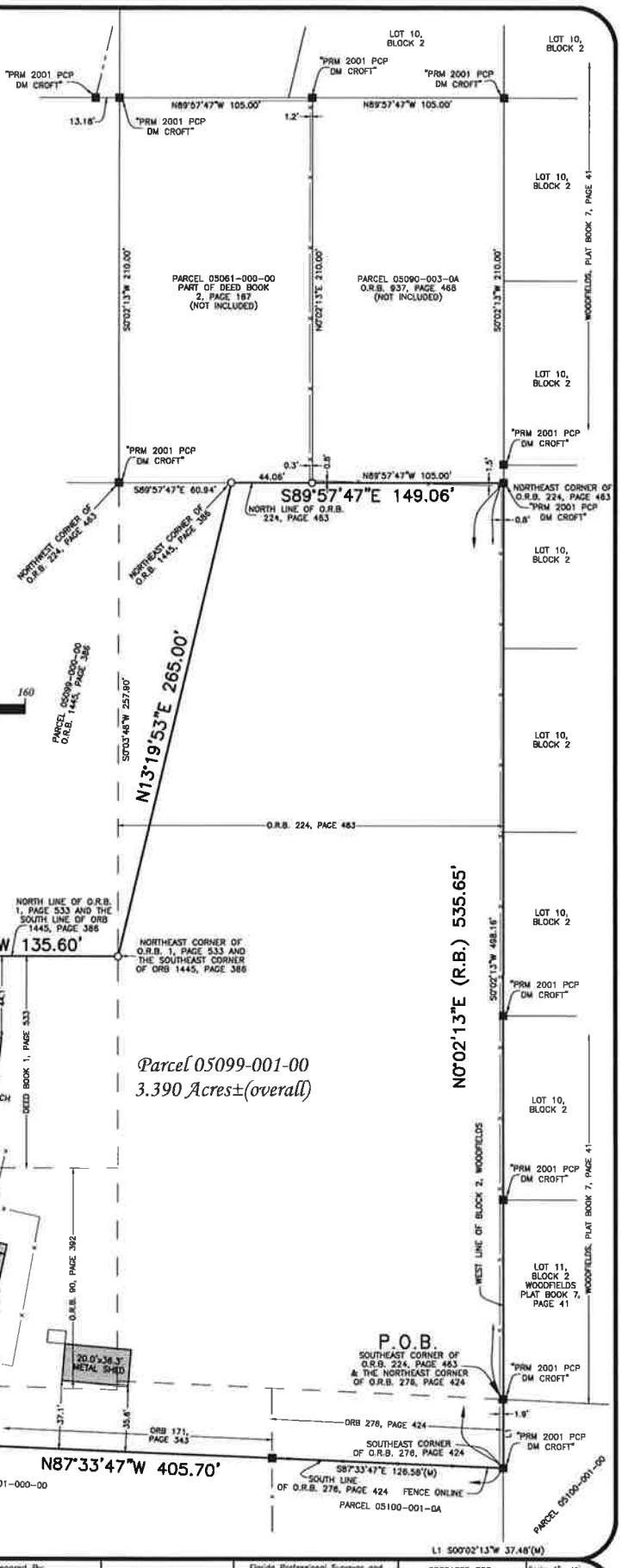
Containing 3.390 Acres, more or less.





Notes:

1. Bearings hereon are based on an assumed value of North 00°02'13"East, for the West line of Block 2, Woodfields, said bearing is identical with the plat of record.

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. No instruments of record reflecting easements, rights-of-way, and/or ownership were furnished to the surveyor except as shown. 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.

LEGEND:

- ■ = 4"x4" CONC. MONUMENT FOUND (NO IDENT. UNLESS SHOWN)
- ● = IRON MARKER FOUND
- ○ = 1/2" IRON ROD SET MARKED "McMILLEN P.S.M. 5489"
- ● = 1/2" IRON ROD SET MARKED "WITNESS P.S.M. 5489"
- △ = NAIL & DISK SET "PRM PCP McMILLEN P.S.M. 5489"
- ⊕ = 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.&D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
- CH = CHORD
- B.S. = BUILDING SETBACK
- ——x—— = FENCE LINE
- ←—— = GUY WIRE ANCHOR

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 0240F, EFFECTIVE: 11/02/2012.

Prepared By: McMILLEN SURVEYING, INC. 444 N.W. Main Street Williston, Florida, 32696 Office: 352 528-6277	For more information please visit our website www.mcsurveying.com or email us at info@mcsurveying.com	Florida Professional Surveyor and Mapper License No. LS 5489 Florida Professional Surveyor and Mapper Business License No. LB 8041 NOT VALID WITHOUT THE SIGNATURE & ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER	PREPARED FOR: JOAQUIN MONSERRAT	Scale: 1"= 40
	This survey meets the Standards of Practice set forth by the Florida Board of Surveyors & Mappers, pursuant to Chapter 53-17, Florida Administrative Code.	Professional Surveyor & Mapper	steve@mcsurveying.com	Proj. No. 2022-558A Drawn: S.M.M. Chk'd: S.M.M. Dwg. Name: 2022-558A Survey Date: 06/31/22 Field Book: XXX Page: XX

Small Scale Land Use Map Change
&
Rezoning Application

Project Request: A proposed small scale land use map change from Agricultural to Residential and a rezoning from Agricultural to R-2 in the City of Williston, Florida.

Project Location: 755 S. Main Street (Tax Parcel Number 0509900100)

Project Owner: Cecil Vernon Tanner

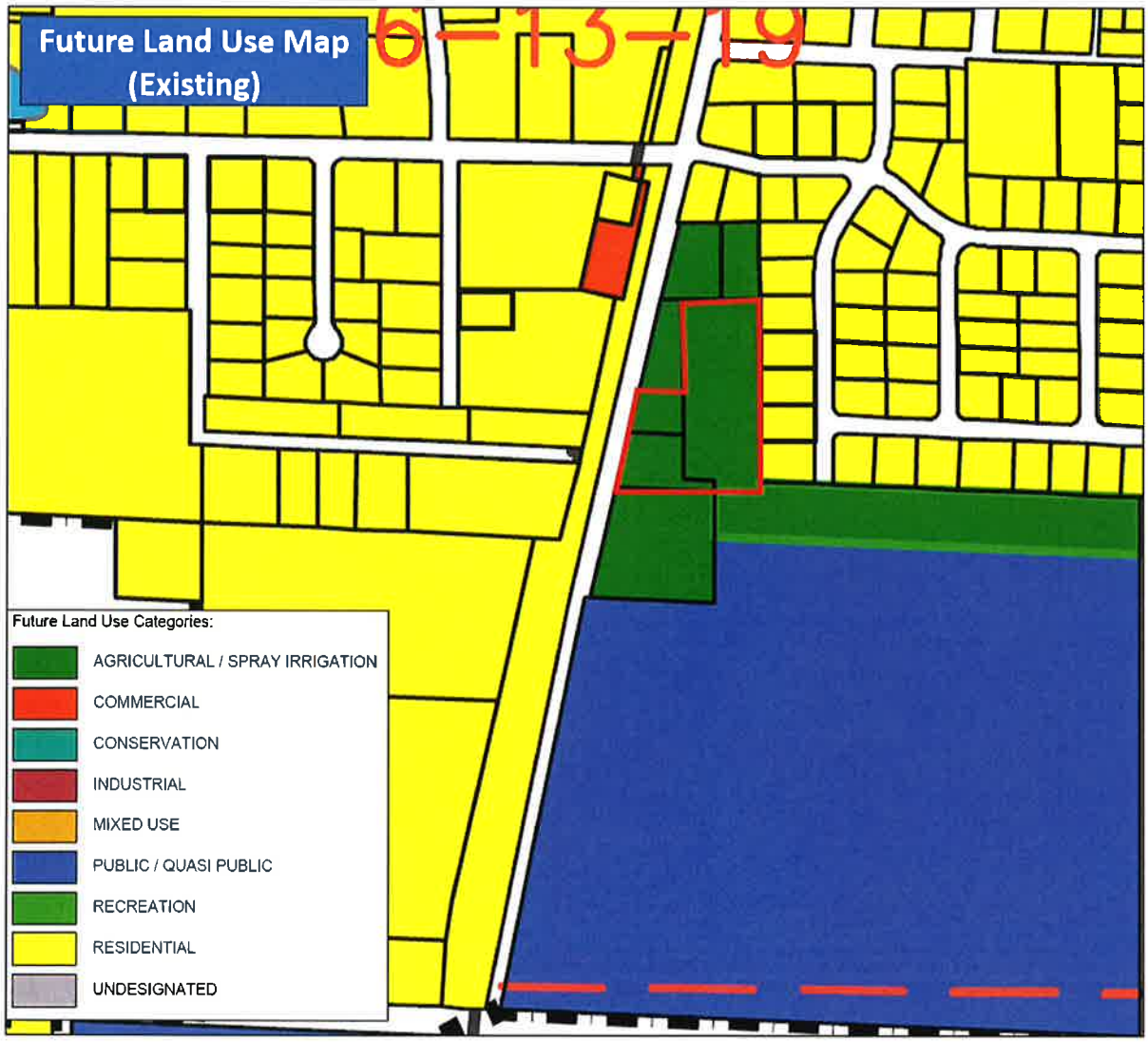
Report Date: November 1, 2022

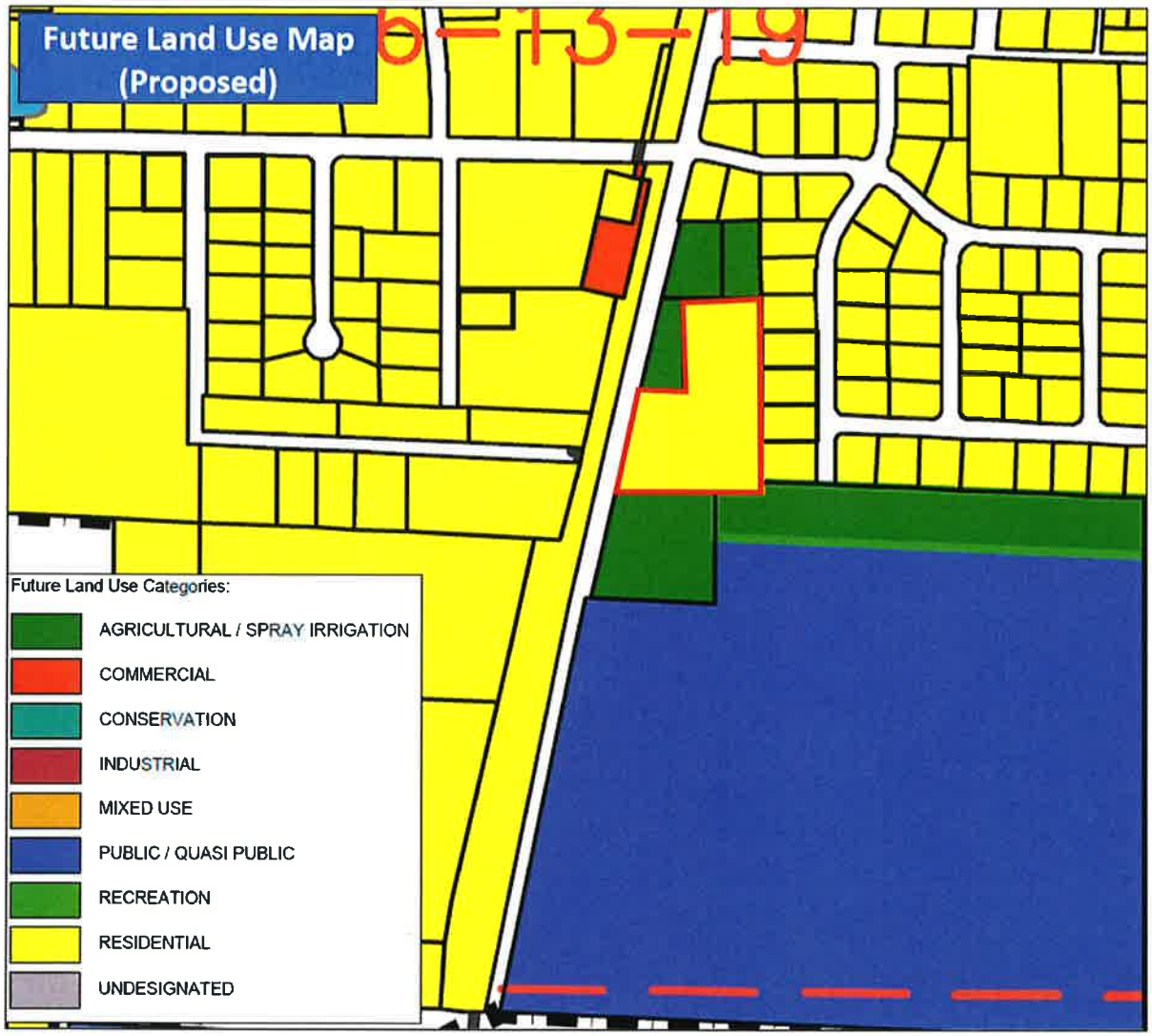
Prepared By: Clay Sweger, AICP, LEED AP
eda consultants, inc.

Project Background / Project Request

The owner of the subject property, Cecil Vernon Tanner, requests approval of a small scale future land use map change from 'Agriculture' to 'Residential' and a rezoning from 'Agriculture' to 'R-2' on the approximately 3.39 acre subject property located at 755 S. Main Street in the City of Williston, Florida. The parcel number for the subject property is 0509900100. The proposed land use and zoning map designations are both residential in nature and are consistent with each other and is compatible with the existing land use pattern in the area, which includes several residential areas and a public school (Williston Elementary School) within short walking distance.

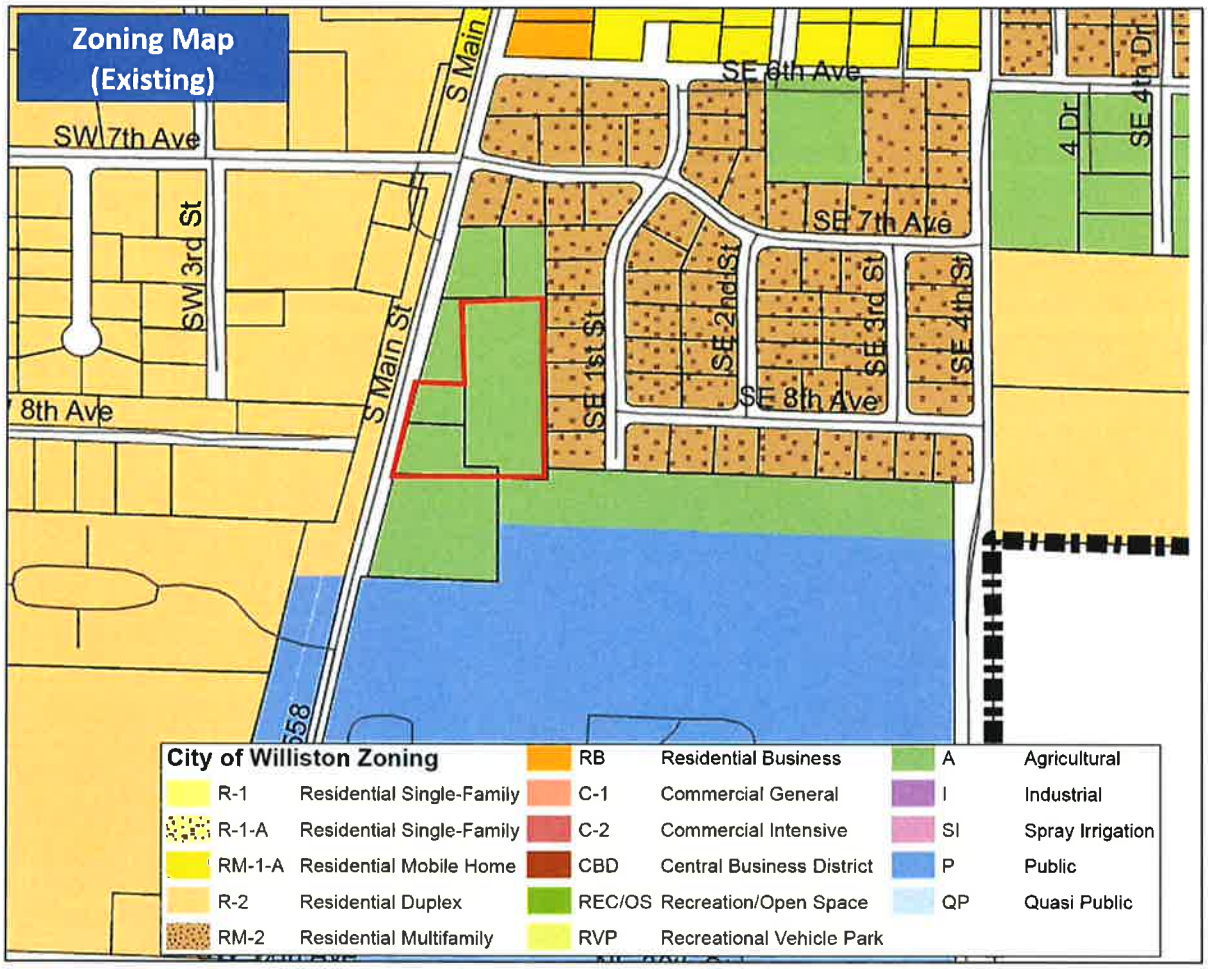
The existing and proposed City of Williston future land use maps indicating the proposed change (land use map change) is below:

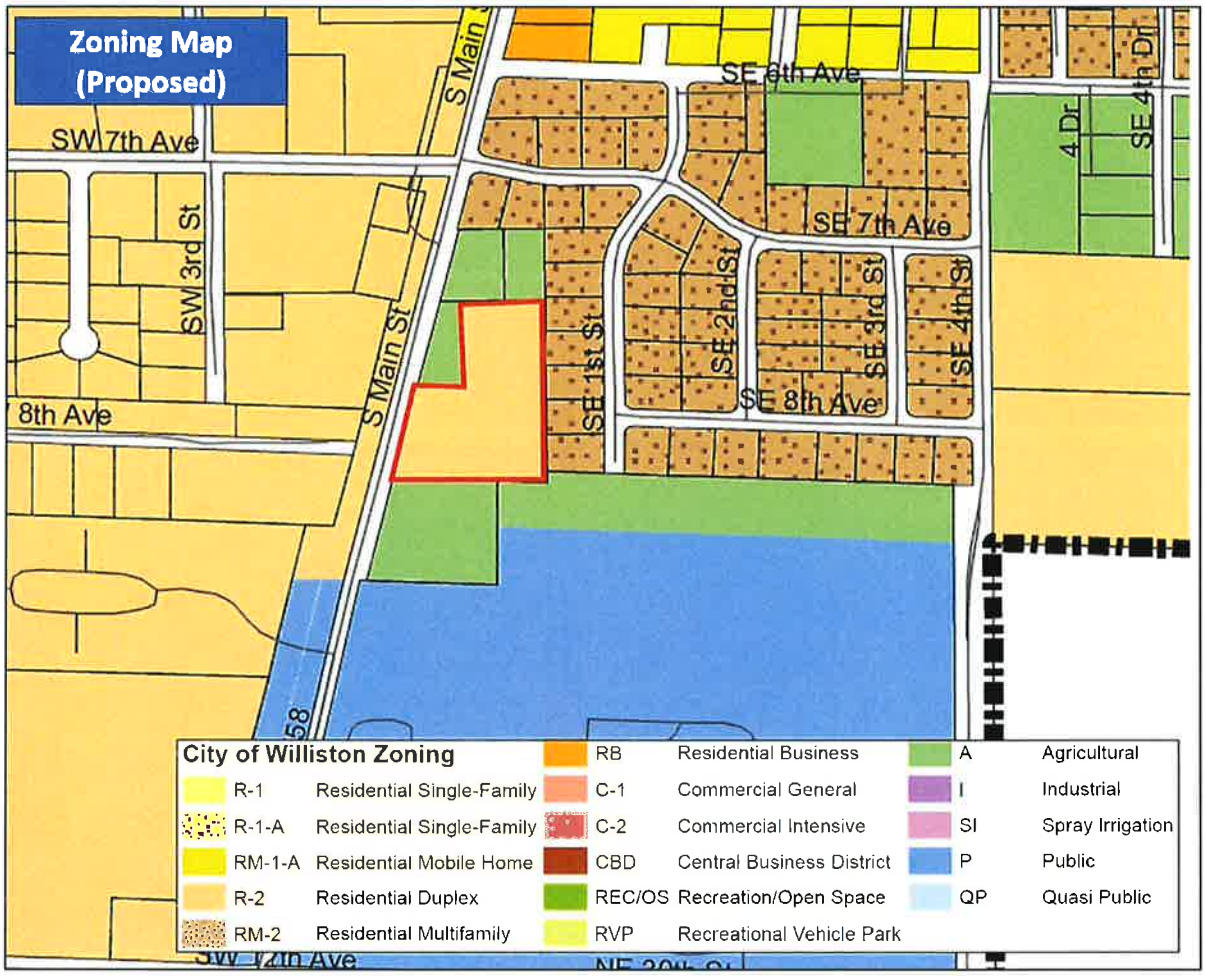




As indicated in the maps above, the proposed Residential future land use designation is consistent with the overall future land use map pattern in the area, which predominantly includes the same Residential future land use category and a complementary land use map designation of Public at the location of Williston Elementary School.

The existing and proposed City of Williston zoning maps indicating the proposed change (zoning map change) is below:





As indicated in the maps above, the proposed R-2 zoning designation is consistent with the overall future land use map pattern in the area, which predominantly includes the same or similar residential zoning category and a complementary zoning map designation of Public at the location of Williston Elementary School.

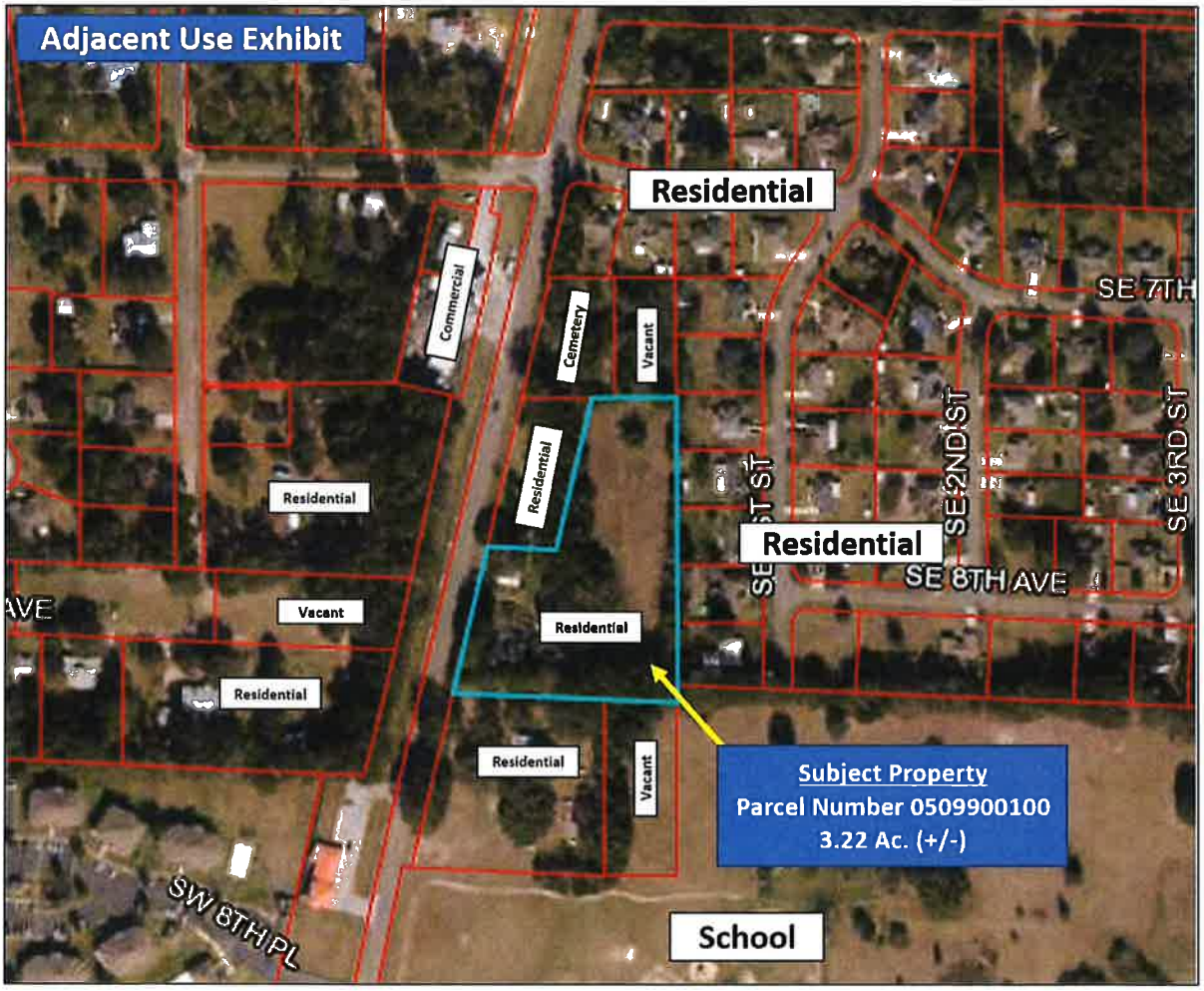
The subject property is located within a portion of the City of Williston with a predominant residential development pattern. The Comprehensive Plan provides for residential land uses within this portion of the city, which are intended promote well planned growth.

The applicant wishes to develop the property with residential units, which is consistent with the proposed land use and zoning designations.

The City zoning map (proposed) designation for this property is R-2, which is consistent with the proposed Residential future land use map designation and allows the same type and density of residential development. As such, the proposed zoning change will implement the proposed land use designation of the property.

Existing and Future Land Use Pattern & Compatibility

Existing Development Patterns	Existing Use	Future Land Use Designation
North	Vacant & Cemetery	Agriculture
South	Residential & Vacant	Residential & Agriculture
East	Residential	Residential
West	S. Main Street Residential & Vacant	Residential & Agriculture



The subject property has direct access and abuts S. Main Street. Existing residential properties are abutting the site in all directions. A public school (Williston Elementary School) is located immediately to the southeast of the property. Undeveloped land is also located to the north,

south and west. Future residential development on the subject property will be compatible with the existing development pattern, a majority of which is residential in nature.

Impact on Adopted Level of Service Standards

Accessibility to Public Facilities

Road Access	S. Main Street
Fire Protection / Emergency	> 0.25 mile
Police Protection	> 0.5 mile
Nearest School	> 0.25 mile
Centralized water and sewer	> 0.25 mile to nearest connections

All future development on the property that may result by the change in land use designation and zoning map of the property will provide a site development plan to the City that provides evidence that all adopted Level of Service (LOS) standards shall be met, as summarized below:

Infrastructure	Comprehensive Plan Element	Level of Service Standard
Solid Waste	Ch. 4 Infrastructure Element	The LOS standard is 3.95 pounds per capita per day.
Parks and Recreation	Ch. 13 Concurrency Management System	10 acres of open space per 1,000 persons as a LOS standard.
Centralized Sewer	Ch. 13 Concurrency Management System	147 gallons per capita per day.
Potable Water	Ch. 13 Concurrency Management System	134 gallons per capita per day.
Drainage	Ch. 13 Concurrency Management System	Design standards for stormwater management systems include 25-year 24-hour duration storm event.
Transportation	Ch. 13 Concurrency Management System	LOS standard for City Roadways is "D" in the Comprehensive Plan.

Water, sewer, solid waste, parks and recreation, drainage and transportation level of services are anticipated to maintain the adopted level of service standards after the proposed land use and

zoning map change. In addition, any future development would be required to demonstrate concurrency availability at the time of application to the City.

City of Williston Comprehensive Plan

The following Comprehensive Plan policies apply to the proposed land use change application. The policies listed below with the applicant's consistency statements included.

Future Land Use Element

Objective 1

Future growth and development will continue to be directed by adopted land development regulations into appropriate land use areas with the availability of facilities and services, suitable topography and soil conditions.

Policy 1.3

The various land use categories shall conform to the following maximum density or intensity of use standards. Density shall refer to the gross acreage of land rather than net developable acreage.

Density per Gross Acre (Max)	Implementing Zoning Districts
4.0 Dwelling Units/Gross Acre	R-1, R-1-A, RM-1-A, RB
5.0 Dwelling Units/Gross Acre	R-2, RM-2, RB
12.0 Dwelling Units/Gross Acre	R-2, RM-2,

Policy 1.4 Residential

It is the intent of this land use category to provide for single-family detached dwelling units in residential areas of low density (4 dwelling units/gross acre maximum). In the low-density land use category, mobile homes are permitted in RM-1-A zoning district only.

Medium density (5 dwelling unit/gross acre maximum) residential areas permit single-family detached or attached dwelling uses, including mobile homes. Connection to community potable water systems and centralized sanitary sewer systems is preferred but not required. In the medium density land use category, mobile homes are permitted in RM-2 zoning district only. Residential areas of high density (up to 12 dwelling units/gross acre maximum) are permitted only when community potable water systems and centralized sanitary sewer systems are available and accessible.

Single-family attached, detached and multifamily dwelling units are permitted. Mobile homes are not permitted.

Consistency: As stated in this report, the subject property is bounded in all directions by many properties with a residential future land use and zoning designation. The proposed residential designations will be consistent with this Policy and will be compatible with the surrounding area.

Objective 3

The City shall promote the compatibility of adjacent land uses.

Policy 3.1 The City will regulate future land uses based upon the predominant existing land use locations and intensities, and through the timing and location of extended municipal services. Preference will be given to associative land use patterns which utilize energy efficiency, while protecting overall environmental quality.

Policy 3.2 Expansion of land uses which are incompatible with the future land use plan shall be prohibited, except that this shall not be construed to prohibit the reconstruction of a damaged or destroyed building. Where the development review process identifies land use compatibility conflict, then mitigation of incompatible land uses through buffering sensitive areas identified in site analysis, landscaping, provision of open space and other appropriate techniques shall be used to address impacts of approved development.

Consistency: As stated in this report, the proposed residential future land use and zoning designations area compatible with the immediate area surrounding the subject property, which are primarily residential properties.

Objective 6

To promote efficient use of resources and prevent development beyond what is necessary to accommodate expected growth, the City shall continue to implement comprehensive plan policies intended to limit urban sprawl.

Consistency: The subject property is within the urbanized portion of the City with development in all directions and public facilities available to serve future development on-site. This type of infill development is consistent with the City's efforts to limit urban sprawl.

Objective 7

Ensure the availability of suitable land for utility facilities necessary to support proposed development.

Policy 7.1 All development shall be phased into areas where adequate transportation, public services and facilities will be provided or currently exist. All development shall meet the Williston

Level of Service standards as contained within this plan for facilities and services. The facilities and services shall either:

a. *Be available and provided concurrent with the impacts of development; or,*
b. *Development orders and permits shall be specifically conditioned on the availability of facilities and services necessary to serve the proposed development.*

Consistency: As indicated in this report, there are public facilities and services located in close proximity to the subject property, including utilities, fire rescue, police and schools to serve future development on the project site.

Summary

Comprehensive Plan Policies: The proposed land use and zoning change is consistent with Comprehensive Plan policies related to the proposed Residential future land use designation and R-2 zoning designation for the subject property. The project area has access to public facilities, public safety and public schools and is situated with access to a public street (S. Main Street) and consequently, this proposed amendment is consistent with the future land use map, zoning map and the existing development pattern within the area.

Level of Service: The analysis shows that the proposed future land use map change and rezoning should not have an adverse effect on adopted level of service standards and any future development on the property that may result by the proposed map changes on the property will provide a site development plan to the City that provides evidence that all adopted Level of Service (LOS) standards shall be met.

Compatibility: As stated above, this proposed land use and zoning map change is consistent with the overall land development pattern within the area.

Date: December 8, 2022

COUNCIL AGENDA ITEM

TOPIC: Discussion with Possible Action: Repair Caterpillar Skid Steer.

REQUESTED BY: UTILITY DIRECTOR JONATHEN BISHOP
PREPARED BY: UTILITY DIRECTOR JONATHEN BISHOP

BACKGROUND / DESCRIPTION: The Caterpillar Skid Steer has not been in use for several months. This machine is used for earthwork.

LEGAL REVIEW:

FISCAL IMPACTS: Not to exceed $12,000.00

RECOMMENDED ACTION: Approve

ATTACHMENTS: 2 quotes

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED

Date: December 6, 2022

COUNCIL AGENDA ITEM

TOPIC: Discussion with Possible Action: approval of the purchase of the SHI Microsoft Exchange Online oin2G User and the Office 365 E3GCC license.

REQUESTED BY: INTERIM CITY MANAGER TERRY BOVAIRD
PREPARED BY: CITY CLERK LATRICIA WRIGHT

BACKGROUND / DESCRIPTION: Seeking approval for the purchase for the SHI Microsoft Exchange Online Oin2G User and the Office 365 E3GCC license. We budgeted $6,000.00 for it in the 2022/23 approved COW budget for this software and we obviously under budgeted.

LEGAL REVIEW:

FISCAL IMPACTS: $11,028.90

RECOMMENDED ACTION: Approve

ATTACHMENTS: FY2023 Software Budget

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED

CITY OF WILLISTON
FY2023 Software Budget

Dept	Software	Budget Allocation			Total
		General Fund	Airport Fund	Utility Fund	
Police	RMS / CAD / Voice Recorder / Backup software / Emails	17,000	-	-	
Fire	Allocated share of annual maintenance cost for shared software	7,000	-	-	
Dispatchers	Allocated share of annual maintenance cost for shared software	9,300	-	-	33,300
Admin	Allocated share of ADG Software	1,798	1,079	2,619	
Building	Building Permit ADG Software	2,000	-	-	
Code	Code Enforcement ADG Software	2,000	-	-	9,495
IT	Software Licenses - Windows / Office 365	6,000	-	-	-
IT	All Other	1,100	-	-	-
Airport	AWOS Maintenance	-	5,500	-	
Airport	RSINET Data	-	720	-	
Airport	Qtpod - Base Network Access	-	945	-	
Airport	Atlas Software License	-	2,940	-	10,105
001-520-030-038	**Total Software Subscriptions / Maintenance**	**46,198**	**11,184**	**2,619**	**60,000**

Pricing Proposal
Quotation #: 22724306
Created On: 11/4/2022
Valid Until: 12/4/2022

City of Williston

Aaron Mills
FL
United States
Phone: 352-533-0322
Fax:
Email: amills@willistonfl.org

District Sales Manager

Bryan Hunt
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-7651
Fax: 732-564-8224
Email: Bryan_Hunt@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	ExchOnline Pln2G User Microsoft - Part#: AAA-11628 Coverage Term: 11/4/2022 – 9/30/2023	55	$85.68	$4,712.40
2	Office 365 E3GCC User Microsoft - Part#: AAA-11650 Coverage Term: 11/4/2022 – 9/30/2023	50	$246.33	$12,316.50
			Total	$17,028.90

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

Date: December 6, 2022

COUNCIL AGENDA ITEM

TOPIC: Resolution 2022-97: A Resolution of the City Council of the City of Williston, Florida, approving the 2023 General Municipal Election dates and process and establishing an effective date.

REQUESTED BY: CITY CLERK LATRICIA WRIGHT
PREPARED BY: CITY CLERK LATRICIA WRIGHT

BACKGROUND / DESCRIPTION: Setting the dates and times of qualifying, seats up for election, and election date.

LEGAL REVIEW:

FISCAL IMPACTS: None

RECOMMENDED ACTION: Approve

ATTACHMENTS: Resolution 2022-97

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED

RESOLUTION 2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE 2023 GENERAL MUNICIPAL ELECTION DATES AND PROCESS AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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 made a part of this resolution.

SECTION 2. The City of Williston Municipal election date is established as Tuesday, April 4, 2023, to fill the following seats: Group "A", Group "B", and Group "C". The official qualifying period starts at noon on January 23, 2023 and ends at noon on Friday January 27, 2023.

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

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

PASSED AND ADOPTED at a meeting of the City Council this 6th day of December 6, 2023.

CITY OF WILLISTON, FLORIDA

_____

Debra Jones, President City Council

_____

ATTEST: Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

Scott Walker, City Attorney
Kiersten Ballou, Attorney

Date: December 6, 2022

COUNCIL AGENDA ITEM

TOPIC: Resolution 2022-98. A Resolution of the City Council of the City of Williston, Florida, establishing authorization for the City Council President to authorize the purchase of ninety-six DFW 36C Water Meter boxes and providing an effective date.

REQUESTED BY: JASON LEE, LOGISTICS
PREPARED BY: JASON LEE, LOGISTICS

BACKGROUND / DESCRIPTION: Water meter boxes and accessories.

LEGAL REVIEW:

FISCAL IMPACTS: $22,656.00. Funds to purchase the water meter boxes will come out of ARAP Funds.

RECOMMENDED ACTION: APPROVE

ATTACHMENTS:

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED

CITY COUNCIL RESOLUTION NO. 2022-98

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY COUNCIL PRESIDENT TO AUTHORIZE THE PURCHASE OF NINEY-SIX DFW 36C WATER METER BOXES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston has a need for Water meter boxes; and

WHEREAS the Water Meter Boxes are a critical component of the water system integration monitoring; and

WHEREAS the City Council will authorize a purchase for ninety-six DFW 36C Water Meter boxes.

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 ninety-six DFW 36C Water Meter boxes for the water utilities division and inventory.

PASSED AND ADOPTED at a meeting of the City Council this 6th day of December 2022.

CITY OF WILLISTON, FLORIDA

By: _____
Debra Jones, President

ATTEST:

By: _____
Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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

City of Williston

50 NW Main St. P.O. Drawer 160 Williston, FL 32696
Phone (352) 528-3060 Fax (352) 528-2877

Date: 11/17/2022

PO Number: W008

To: CORE & MAIN
820 SW 33RD AVE
OCALA,FL.34474

Deliver To: City of Williston
25 NW 1st Ave.
Williston, Fl 32696

Quantity	Description	Unit Price	Sub Total
96	DFW 36C MTR BOX ASSY WILLISTON	$236.00	$ 22,656.00
192	3/4X6 GALV STL NIPPLE		$ -
96	Y502 5/8X3/4 IRON YOKE		$ -
96	EC-23-NL 5/8X3/4 EXPANSION CON NO LEAD		$ -
96	B91-223WNL 3/4 BALL VLV FIPX MTR (NO LEAD)		$ -
96	HHS91-323NL 3/4 STRT DUAL CHK VALVE NO LEAD		$ -
96	DFW36C-P12-3K METER BOX W/BLUE LID & PLASTIC LOCK		$ -
			$ -
			$ -
			$ -
			$ -
		Total	**$ 22,656.00**

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

Department Head: Jonathen Bishop **Signature:** _____

Finance: _____ **City Manager:** _____

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

Mayor – Charles Goodman / President – DEBRA JONES
Vice President – MARGUERITE ROBINSON
Council members – MICHAEL COX – Zach Bullock – ELIHU ROSS
City Manager – TERRY BOVAIRD / City Clerk – LATRICIA WRIGHT

Date: 12-08-2022

COUNCIL AGENDA ITEM

RESOLUTION 2022-99:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE PURCHASE OF A POLE TRAILER FROM RING POWER EQUIPMENT IN ACCORDANCE WITH QUOTE NUMBER 1762356216; AUTHORIZING THE CITY COUNCIL PRESIDENT AND CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO FACILITATE SAID PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

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

FISCAL IMPACTS: 3 quotes were requested and procured. The money will come from the savings on the purchase of the Utility Squirt Truck that was budgeted for $250,000. We are paying $225,000 for the Squirt Truck of the budgeted $250,000 from our reserves

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

_____ **CONTRACT**	_XX_ **RESOLUTION 2022-99**	_____ **MAP**
___ **LEASE**	XX ___ **OTHER DOCUMENTS**	

COUNCIL ACTION:

_____ **APPROVED**

_____ **DENIED**

RESOLUTION NUMBER 2022-99

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE PURCHASE OF A POLE TRAILER FROM RING POWER EQUIPMENT IN ACCORDANCE WITH QUOTE NUMBER 1762356216; AUTHORIZING THE CITY COUNCIL PRESIDENT AND CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO FACILITATE SAID PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Williston is in need of a Pole Trailer; and

WHEREAS, the relevant Codes and Policies of the City of Williston, Florida allow for purchase of necessary items in accordance with the terms therein; and

WHEREAS, the City has obtained three (3) quotes for the necessary Pole Trailer; and

WHEREAS, staff recommends the City Council accept the quote from Ring Power Equipment based on the quality of the product and the proposed price; and

WHEREAS, the City Council has determined it is in the City's best interest to purchase the Pole Trailer from Ring Power Equipment and authorize the City Council President and City Manager to execute any documents necessary to facilitate said purchase.

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

Section 1. The City Council hereby accepts the Bid 1762356216 to purchase the Pole Trailer from Ring Power Equipment and authorizes the City Council President and City Manager to execute any documents necessary to facilitate said purchase

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 8th day of December, 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:

_____

Latricia Wright, City Clerk

Approved as to Form and Legality:

_____

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

Date: 12-08-2022

COUNCIL AGENDA ITEM

RESOLUTION 2022-100:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ENTERING INTO AN AGREEMENT WITH TERRY BOVAIRD TO SERVE AS CITY MANAGER OF THE CITY OF WILLISTON, FLORIDA; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE CITY OF WILLISTON CITY MANAGER AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: DEBRA JONES, CITY COUNCIL PRESIDENT
PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

FISCAL IMPACTS:

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

XX CONTRACT **XX RESOLUTION 2022-100** **_____ MAP**

___ LEASE **___ OTHER DOCUMENTS**

COUNCIL ACTION:

_____ APPROVED

_____ DENIED

RESOLUTION NUMBER 2022-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ENTERING INTO AN AGREEMENT WITH TERRY BOVAIRD TO SERVE AS CITY MANAGER OF THE CITY OF WILLISTON, FLORIDA; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE CITY OF WILLISTON CITY MANAGER AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Williston, Florida and the Interim City Manager believe that an employment agreement for City Manager services negotiated between the Council, on behalf of the City, and the Interim City Manager is mutually beneficial to the City, the Interim City Manager, and the community they serve;

WHEREAS, when appropriately structured, the Council and the Interim City Manager believe an employment agreement strengthens the Council-Manager relationship by enhancing the excellence and continuity of the management of the City for the benefit of its citizens;

WHEREAS, the Council, on behalf of the City, desires to employ the services of the Interim City Manager, as the City Manager of the City of Williston, Florida pursuant to the terms, conditions and provisions of the attached City of Williston City Manager Agreement;

WHEREAS, the Interim City Manager agrees to accept employment as the City Manager, subject to the terms, conditions and provisions of the aforementioned Agreement.

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

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

Section 2. The City Council hereby approves the City of Williston City Manager Agreement attached hereto and incorporated herein as Exhibit A.

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

Section 4. 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 6th day of December, 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:

_____

Latricia Wright, City Clerk

Approved as to Form and Legality:

_____

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

City of Williston City Manager Agreement

THIS CITY MANAGER AGREEMENT ("Agreement") is made and entered into and effective the 6th day of December, 2022, by and between the City of Williston, Florida, a Florida municipal corporation (the "City") and Terry Bovaird (the "Manager" "City Manager").

WHEREAS, the City Council of the City (the "Council") and the Manager believe that an employment agreement negotiated between the Council, on behalf of the City, and the Manager is mutually beneficial to the City, the Manager, and the community they serve;

WHEREAS, when appropriately structured, the Council and the Manager believe an employment agreement strengthens the Council-Manager relationship by enhancing the excellence and continuity of the management of the City for the benefit of its citizens;

WHEREAS, the Council, on behalf of the City, desires to employ the services of the Manager, as the City Manager of the City ("City Manager"), pursuant to the terms, conditions and provisions of this Agreement;

WHEREAS, the Manager agrees to accept employment as the City Manager, subject to the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, the City and the Manager, for and in consideration of the terms, conditions and provisions hereinafter established have agreed, and do hereby agree as follows:

I. TERM

1.1 TERM. The City hereby employs the City Manager for a four (4) year term to commence on the 6th day of December, 2022.

The City has the right to terminate the employment with the City Manager at any time subject to and in accordance with the provisions of section six (6) of this agreement.

II. EMPLOYMENT

2.1 CHIEF EXECUTIVE OFFICER. The City Manager is the chief executive officer of the City and shall faithfully perform the duties of the City Manager as prescribed in the job description, as set forth in the City Charter, if any, and City ordinances and, as may be lawfully assigned by the Council (collectively the "City Manager's Duties"). Further, the City Manager shall comply with (collectively "Applicable Laws and Authorities"): state and federal law; the City's Charter, if any; all City policies, rules, regulations, and ordinances as they exist or may hereinafter be amended; and all lawful Council directives. All duties assigned to the Manager by the Council shall be appropriate to and consistent with the professional role and responsibility of the City Manager position.

2.2 DUTIES. The Council does hereby employ Manager as City Manager to perform the City Manager's Duties in accordance with and pursuant to the City Charter, all Applicable Laws, and Authorities and to

the full extent not prohibited by or in material conflict with any existing provisions of the City's Charter or Applicable Laws and Authorities. The Manager shall perform the City Manager's Duties with reasonable care, diligence, skill, and expertise.

2.3 CRITICISMS, COMPLAINTS, AND SUGGESTIONS. The Council, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Council's attention to the City Manager for study and/or appropriate action, and the City Manager shall refer the matter(s) to the appropriate City employee or shall investigate such matter(s) and inform the Council of the results of such efforts.

2.4 HOURS OF WORK. The Manager acknowledges the proper performance of the City Manager's Duties require the Manager to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The City Manager agrees to devote such additional time as is necessary for the full and proper performance of the City Manager's Duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted the Manager pursuant to paragraph 3.3, so long as the time off does not interfere with the normal conduct of the office of the City Manager. The Manager will devote full time and effort to the performance of the City Manager's Duties and shall remain in the exclusive employ of the City during the term of this Agreement. The City Manager with the prior consent of the Council may accept outside professional employment which does not interfere with the City Manager performing the City Manager's Duties. The term "outside professional employment" means professional services provided to third parties for which the City Manager is compensated and which are performed on the City Manager's time off.

2.5 RESIDENCE. The Manager agrees to maintain his temporary or primary residence within a thirty (30) mile radius of the City throughout the life of this agreement.

III. COMPENSATION

3.1 SALARY. The City shall provide the Manager with an annual salary in the sum of Eighty Thousand One Hundred and Fifty-Nine ($ 80,159.00) plus benefits. The City Manager will be eligible for an increase to his annual salary as determined by the City Council with a majority vote of members present. The City Manager's annual salary shall be paid to the City Manager in equal installments on the schedule of other City employees and shall be paid subject to any applicable withholding or deductions required by the Applicable Laws and Authorities.

3.2 SALARY ADJUSTMENTS. At any time during the term of this Agreement, the City Council may, in its discretion, review and adjust the salary of the City Manager, but in no event shall the City Manager be paid less than the salary set forth in Paragraph 3.1 of this Agreement, except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to lawful Council resolutions. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

3.3 PAID LEAVES - VACATION, SICK, PERSONAL, AND HOLIDAY. The City Manager shall be granted three weeks annual leave per year calculated bi-weekly, carried over if unused and reported in the City Mangers payroll notice of deposit. The annual leave taken by the City Manager will be taken at such time or times

of the City Manager's choice, in a single period or at different times. The vacation leave taken by the City Manager will be taken at such time or times as will least interfere with the performance of the City Manager's Duties. The City Manager is hereby granted the same sick/personal leave benefits as authorized by Council policies for employees. The City Manager shall observe the same legal holidays as provided by the City for its administrative employees. The City Manager shall retain all unused earned vacation, sick, extra vacation and safety hours that are currently owed to him from his previous position within the City of Williston.

3.4 BENEFITS - GENERAL. Unless expressly provided otherwise in this Agreement, in addition to those benefits specifically set forth herein, the City Manager shall be entitled to the same benefits that are enjoyed by any other employees of the City pursuant to all Applicable Laws and Authorities. This includes accrual and payment of benefits upon the events defined by the adopted employee benefits rules and regulations. Those benefits presently include health insurance (see also 3.5) for the employee at no cost, a life insurance policy in the amount of $15,000 at no cost to the City Manager.

3.5 INSURANCE - HEALTH. The City agrees to pay the premiums for health, hospitalization, vision, dental and comprehensive medical insurance for the Manager pursuant to the group health care plan provided by the City for its employees.

3.6 RETIREMENT BENEFIT. The City agrees to pay the amount that is equal to 14.0% of the City Manager's gross salary into a recognized retirement system instrument specifically for the City Manager and agreed upon by the City and City Manager in accordance with all Applicable Laws and Authorities. The 14% contribution will be calculated and contributed as allowable by law and no less than monthly.

3.7 VEHICLE. The City shall provide a late model vehicle for the City Manager to use to conduct City business. Both the City and the City Manager agree that this vehicle shall be used daily for not only city business but to also travel both to and from the City Managers place of residence as described in section 2.5. All operating expenses of the assigned vehicle shall be paid by the City.

3.8 BONDS AND INDEMNIFICATION. The City shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance. The City shall to the extent required by law, defend, save harmless and indemnify the City Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of alleged act or omission occurring in the performance of the City Manager's duties as City Manager. The City will defend and pay the amount of settlement or judgment rendered in any tort, professional liability claim, demand, or other legal action, arising out of alleged act or omission occurring in the performance of the City Manager's duties as City Manager. In furtherance of the above, the City Manager shall be covered by City's Public Official Liability Policy, as well as other Liability Policies.

3.9 CIVIC ACTIVITIES. The City Manager is encouraged to participate in community and civic organizations and activities. The cost of such activities shall be borne by the City.

IV. PROFESSIONAL GROWTH

4.1 PROFESSIONAL DUES AND SUBSCRIPTIONS. The City agrees to a reasonably budget to pay for professional dues and subscriptions of the City Manager necessary for continuation and full participation

in national, state, regional, and local associations and organizations as necessary and/or desirable for the good of the City through the City Manager's continued professional participation, growth and advancement.

4.2 PROFESSIONAL DEVELOPMENT TRAVEL. The City agrees to reasonably budget for and to pay for travel and subsistence expenses of the City Manager for professional and official travel and meetings to adequately continue the professional development of the City Manager and to pursue necessary official functions for the City, including but not limited the Florida Municipal League, the Florida City Management Association, to the ICMA Annual Conference and such other national, regional, state and local governmental groups and committees in which the City Manager is a member or may become a member. The intent of this provision is to reasonably provide for professional development to the extent of available funding. The City Manager will include annually in the budget for adoption all anticipated professional development and related expenses to best information possible. The Council will allow the City Manager to utilize the budgeted travel funds as herein described and will inform the Council of travel and use of funds prior to and after travel expenditures for City business. The City Manager shall comply with all procedures and documentation requirements in accordance with Applicable Laws and Authorities.

4.3 PROFESSIONAL CONTINUING EDUCATION. The City also agrees to reasonably budget to the extent of available funding for and to pay for travel and subsistence expenses of Manager for short courses, institutes, and seminars that are necessary and/or desirable for the good of the City through the City Manager's professional development.

V. PERFORMANCE EVALUATION

5.1 EVALUATION PROCESS. The Council shall review the City Manager's job performance annually upon the anniversary of the original commencement date of this agreement unless the parties agree otherwise. The annual performance reviews and evaluations shall be established by the Council in agreement with the City Manager. The Council shall provide the City Manager a reasonable and adequate opportunity to discuss with the Council and/or respond to the City Manager's evaluation.

VI. SEPARATION / TERMINATION

6.1 SEPARATION AND TERMINATION EVENTS. This Agreement shall separate or terminate the employment relationship upon any of the following:

1. Resignation by Manager in writing with thirty (30) days' notice of the effective date and signed by the City Manager;
2. Retirement of the City Manager;
3. Non-renewal of the City Mangers Agreement at expiration.

Upon the occurrence of any of the events listed within section 6.1, above, the City shall pay to the City Manager any accrued benefits of vacation and sick leave as defined by and in accordance with the standard employees' rules and regulations.

6.2 UNILATERAL SEVERANCE. The Council may end the employment relationship and terminate this Agreement, at the pleasure of the Council. If the Council determines that it desires a Unilateral Severance

it shall require a 3 to 2 vote, for termination, by the Council. A 3 to 2 vote, for termination, by the Council shall qualify the City Manager to receive a severance payment in accordance with the terms of paragraph 6.3, below, and subject to all legally required deductions and withholdings. The City shall provide written notice to the City Manager at least thirty (30) days in advance of the effective date of such termination.

6.3 SEVERANCE AMOUNT CALCULATION. The "Severance Amount" means the total amount of:

(a) an amount in accordance with the schedule included herein; AND

(b) the value of any accrued but unused vacation and sick/personal leave days, computed as in accordance with the standard employees' rules and regulations. Conditioned upon the City fulfilling its obligations to pay the Severance Amount, the Severance Benefits, and the Current Obligations, upon a Unilateral Severance, the City Manager waives and releases the City Manager's rights to continued employment with the City and the parties waive and release the right to arbitration hearing on the issue of good cause. In the event of a Unilateral Severance, the parties agree not to make disparaging comments or statements about each other.

The Severance Amount calculation is based on an hourly rate of the Salary divided by 2080 hrs. and applied as a workday defined as 8 hours.

- 30 days - 6 months....20 workdays (160 hours)
- 6-12 months add 20 workdays for a total of 40 days
- 12-24 months add 20 workdays for a total of 60 days
- 24-36 months add 20 workdays for a total of 80 days
- 36-... months add 20 workdays for a total of 100 days max.

6.4 WAIVER OR FORFEITURE OF SEVERANCE. City Manager agrees to forfeit any severance in the event:

(a) he enters any plea, including, but not limited to, pleas of guilty, pleas of nolo contendere ("no contest"), or is convicted in a court having criminal jurisdiction; or

(b) he has been fired for misconduct, as defined in s.443.036(29), by the unit of government.

VII. GENERAL PROVISIONS

7.1 COMPLETE AGREEMENT. This Agreement sets forth and establishes the understanding between the City and the City Manager relating to the employment of the City Manager by the City.

7.2 BINDING EFFECT. This Agreement shall be binding on the City and the City Manager as well as their heirs, assigns, executors, personal representatives, and successors in interest. Any modifications to this agreement shall be accomplished in writing and affixed to the most recent agreement.

7.3 SEVERABILITY CLAUSE. If any term or provision of this Agreement, as applied to any party or to any circumstance, is declared by a court of competent jurisdiction hereof to be illegal, unenforceable, or void in any situation and in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. The parties agree that the court or arbitrator making such determination shall have the power to reduce the scope, duration, area or

applicability of the term or provision, to delete specific words or phrases or to replace any illegal, unenforceable, or void term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

7.4 CONFLICTS. In the event of any conflict between the terms, conditions and provisions of this Agreement and the Applicable Laws and Authorities, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the Applicable Laws and Authorities during the term of this Agreement.

7.5 CONTROLLING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida and shall be performable in Levy County, Florida, unless otherwise provided by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set fourth below and each herby acknowledge receipt of an executed copy of this agreement.

THE CITY OF WILLISTON, FLORIDA

By:_____

Debra Jones, Council President

By: _____

Terry E. Bovaird, City Manager

ATTEST:

By:_____

Latricia Wright, City Clerk

Pricing Proposal
Quotation #: 22724306
Created On: 11/4/2022
Valid Until: 12/4/2022

City of Williston

Aaron Mills
FL
United States
Phone: 352-533-0322
Fax:
Email: amills@willistonfl.org

District Sales Manager

Bryan Hunt
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-7651
Fax: 732-564-8224
Email: Bryan_Hunt@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	ExchOnline Pln2G User Microsoft - Part#: AAA-11628 Coverage Term: 11/4/2022 – 9/30/2023	55	$85.68	$4,712.40
2	Office 365 E3GCC User Microsoft - Part#: AAA-11650 Coverage Term: 11/4/2022 – 9/30/2023	50	$246.33	$12,316.50
			Total	$17,028.90

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.