

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

DATE: TUESDAY, JANUARY 3, 2023  
TIME: 6:00 P.M.  
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

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

OTHERS:

City Manager Terry Bovaird  
Attorney Kiersten Ballou  
City Clerk Latricia Wright

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

ITEM – 2 – PUBLIC PARTICIPATION

ITEM – 3 – CONSENT AGENDA – ( pp 5-9)

- Council minutes from December 6, 2022

ITEM – 4 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD
- STAFF
- COUNCIL
- MAYOR

ITEM – 5 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: JAY BEASLEY: STADIUM PARK  
SIDEWALK CONTRACT.(pp 10-27)

OPEN PUBLIC HEARING

- B. 2<sup>ND</sup> 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

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AND REGULATION AND ENTITLED TO ALL BENEFITS AND PRIVILEGES; PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. (pp 28-41)

- C. 2<sup>ND</sup> 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 42-65)

**CLOSE PUBLIC HEARING**

- D. DISCUSSION WITH POSSIBLE ACTION: SELECTING A FUTURE DATE FOR A SPECIAL CITY COUNCIL MEETING FOR PUBLIC INPUT ON ANNEXATION OF PROPERTY IDENTIFIED AS THE OLD WILLISTON MIDDLE SCHOOL. COUNCIL PRESIDENT JONES/CITY MANAGER TERRY BOVAIRD. (pp 66-68)
- E. RESOLUTION 2023-01: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY COUNCIL PRESIDENT TO AUTHORIZE THE SIGNING OF A CONTRACT WITH DIALMYCALL.COM; AND PROVIDING AN EFFECTIVE DATE. IT DIRECTOR AARON MILLS/PUBLIC WORKS SUPERVISOR DONALD BARBER. (pp 69-82)
- F. RESOLUTION 2023-03: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPOINTING DEBRA JONES AND WAYNE CARSON TO THE CITY OF WILLISTON GENERAL EMPLOYEE'S PENSION PLAN AND TRUST FOR A PERIOD OF TWO (2) YEARS; AND PROVIDING FOR AN EFFECTIVE DATE. COUNCIL PRESIDENT DEBRA JONES. (pp 83-84)
- G. RESOLUTION 2023-04: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA APPOINTING THE CANVASSING BOARD FOR THE 2023 GENERAL MUNICIPAL ELECTIONS AND ESTABLISHING AN EFFECTIVE DATE. CITY CLERK LATRICIA WRIGHT. (pp 85-88)
- H. RESOLUTION 2023-05: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA APPROVING THE LAND LEASE AGREEMENT FOR VACANT LAND BETWEEN BRIAN HERNANDEZ AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT WITH A LEGAL DESCRIPTION AS OUTLINED IN THE ATTACHED LAND LEASE AGREEMENT KNOWN AS HARDSTAND #15; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND

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PROVIDING FOR AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 89-105)

- I. RESOLUTION 2023-06: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LAND LEASE AGREEMENT FOR VACANT LAND BETWEEN AMP2, LLC AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT WITH A LEGAL DESCRIPTION AS OUTLINED IN THE ATTACHED LAND LEASE AGREEMENT; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 106-123)
- J. DISCUSSION WITH POSSIBLE ACTION: PUBLIC WORKSHOP FOR ANNUAL UTILITIES RATE ADJUSTMENTS (ELECTRIC, GAS, WATER, SEWER, STORMWATER) PUBLIC WORKS SUPERVISOR DONALD BARBER. (pp 124)
- K. DISCUSSION WITH POSSIBLE ACTION: MAKE ALL CITY PARKS TOBACCO FREE. COUNCIL PRESIDENT DEBRA JONES. (pp 125-133)
- L. DISCUSSION: CHANGE IN VOTE BY MAIL LAW. CITY CLERK LATRICIA WRIGHT. (pp 134-135)

ITEM – 6 – PUBLIC PARTICIPATION

ITEM - 7 - ANNOUNCEMENTS

ITEM – 8 – ADJOURNMENT

**NEXT SCHEDULED COUNCIL MEETING JANUARY 17, 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>

CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

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

Council Meeting Procedures for members of the Public

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

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

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

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



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

DATE: TUESDAY, 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

Opening prayer and Pledge of Allegiance to the flag led by Mayor Goodman.

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

Table Item #7 (B) and Item #3. Motion to approve agenda as amended by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 5-0.

ITEM – 2 –MAYOR’S STUDENT OF THE MONTH: Mayor Goodman presented Oliver Mack, 2<sup>nd</sup> Grade Joyce Bullock Elementary School, and Annastyn Chorvat, Williston/Middle High School with a Certificate of Appreciation along with a certificate for a free pizza from Dominos.

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

ITEM – 4 – PUBLIC PARTICIPATION- None

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

- Council minutes from November 8, 2022

ITEM – 6 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- INTERIM CITY MANAGER TERRY BOVAIRD – Interim Bovaird, discussed with Council the need to replace the well pump at the top of the hill. Pump only runs for about 3 to 12 minutes before shutting off. This is an emergency items that needs to be replaced as soon as possible. Consensuses was given by the Council to replace the pump right away.

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- STAFF – Attorney Ballou announced to the Council, Folds and Walker has filed a motion of default on Mr. Pessoa's property.
- COUNCIL – none

ITEM – 7 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: ALI MIRZA; OLD MIDDLE SCHOOL. Mr. Mirza presented a PowerPoint to council regarding plans for the old Williston Middle School. Council discussed with Mr. Mirza about holding a public meeting to get input from the community about the facility coming into their area.
- 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. Tabled
- C. DISCUSSION WITH POSSIBLE ACTION: MONTEREY BOATS EXPANSION. AIRPORT MANAGER BENTON STEGALL. Airport Manager Stegall discussed vegetation buffer for Monterey Boats for property they plan to clear and an amendment or first right of refusal for property located on survey as G and all of F. Will bring back at a later day.
- D. DISCUSSION WITH POSSIBLE ACTION: REVIEW OF SEPTEMBER 2022 FINANCIAL REPORT. FINANCE DIRECTOR STEPHEN BLOOM. – Finance Director Bloom reviewed September 2022 Financial report with Council. The city only used \$25,000 of the reserves. Everything else looks great.
- E. DISCUSSION WITH POSSIBLE ACTION: CHANGING FROM LINCOLN INVESTMENTS TO ASPIRE. INTERIM CITY MANAGER TERRY BOVAIRD/JIMMY CASON NATURE COAST FINANCIAL. - Interim Bovaird discussed Lincoln Investments will be changing to Aspire as soon as Drummond Bank changes to Seacoast Bank. Employees that have Lincoln can stay with the company or they can switch to Aspire. Motion by Vice-President Robinson to allow Interim Manager Bovaird sign contract with Aspire. Seconded by Councilmember Bullock. Motion carried 5-0.

OPEN PUBLIC HEARING

- F. 2<sup>ND</sup> 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

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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. – Swore in participants for Berkley Subdivision. Motion to approve Ordinance 2022-703 by Councilmember Bullock. Seconded by Councilmember Ross. Motion carried 5-0.

G. 1<sup>ST</sup> 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. – Motion to approve Ordinance 2022-704 on First Reading by Councilmember Bullock. Seconded by Vice-President Robinson. Motion carried 5-0.

H. 1<sup>ST</sup> 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. – Motion by Vice-President Robinson to approve Ordinance 2022-705. Seconded by Councilmember Cox. Motion carried 5-0.

I. 1<sup>ST</sup> 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

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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. – Motion to approve by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 5-0.

**CLOSE PUBLIC HEARING**

- J. DISCUSSION WITH POSSIBLE ACTION: REPAIR CATERPILLAR SKID STEER NO TO EXCEED \$12,000. UTILITY DIRECTOR JONATHAN BISHOP.  
Motion to approve up to \$12,000 for repair by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 5-0.
- 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.  
Motion to approve purchase of SHI license for \$11,028.00 by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 5-0.
- 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.  
Motion to approve Resolution 2022-97 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 5-0.
- 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.  
Motion to approve Resolution 2022-98 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 5-0.
- 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.  
Motion to approve Resolution 2022-99 by Councilmember Cox. Seconded by Vice-President Robinson. Motion carried 5-0.

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

Consensus from Council to move forward with making Interim City Manager Bovaird, permanent City Manager.

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.

Motion to approve Resolution 2022-100 by Councilmember Cox. Seconded by Vice-President Robinson. Motion carried 5-0.

ITEM – 8 – PUBLIC PARTICIPATION – none.

ITEM - 9 – ANNOUNCEMENTS – Vice-President Robinson read letter to Council regarding Mayor Goodman credit card usage. (Letter attached). City Planner Jones announced “Movie in the Park” at Cornelius Williams Park December 17<sup>th</sup> starting at 5 p.m. Chief Roll announced Santa will be in town on December 15<sup>th</sup> around 5 p.m. Ethics Training December 14<sup>th</sup> at attorney Folds and Walker office.

ITEM – 10 – ADJOURNMENT – Motion to adjourn at 9:35 by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 5-0.



**Date: January 3, 2023**

**COUNCIL AGENDA ITEM**

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**TOPIC: DISCUSSION WITH POSSIBLE ACTION: JAY BEASLEY "SIDEWALK CONSTRUCTION CONTRACT AND INDEMNITY AGREEMENT" BETWEEN THE CITY OF WILLISTON AND JAY AND JANE BEASLEY.**

**REQUESTED BY: MR. JAY BEASLEY**

**PREPARED BY: MR. JAY BEASLEY**

**BACKGROUND / DESCRIPTION: CONSTRUCT A FIVE (5) FOOT WIDE (LENGTH NOTED IN PARAGRAPH TWO (2) OF CONTRACT) SIDEWALK FOR JAY AND JANE BEASLEY AT SW 5<sup>TH</sup> AVE.**

**LEGAL REVIEW: NO LEGAL REVIEW AT THIS TIME. CONTRACT AND INDEMNITY SENT TO COW ATTORNEY ON 12/22/2023.**

**FISCAL IMPACTS: \$8,932.10 PAID TO THE CITY OF WILLISTON (QUOTE ATTACHED)**

**RECOMMENDED ACTION: DENY REQUEST UNTIL REVIEW BY CITY ATTORNEY OF CONTRACT AND INDEMNITY AGREEMENT.**

**ATTACHMENTS: QUOTE, CONTRACT AND INDEMNITY AGREEMENT.**

**COMMISSION ACTION:**

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

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

## City Manager

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**From:** Donald Barber  
**Sent:** Friday, December 2, 2022 2:52 PM  
**To:** Ron Beasley  
**Cc:** Jonathen Bishop; Debra Jones; City Manager  
**Subject:** RE: Sidewalk quote.

Mr. Beasley,

Here is the itemized list that I committed to sending to you.

Sidewalk Quote:

- Concrete / \$ 3750.00
- Labor / \$ 880.00
- Cleanup / \$ 1500.00
- Blower / \$ 15.50
- Skid steer / \$ 311.60
- Concrete Saw / \$ 116.30
- Dump Trailer / \$ 218.10
- Trucks / \$ 422.60
- Wire Mesh / \$ 518.00

Sub Total: \$7732.10

Contingency: \$ 1200.00

Total: \$ 8932.10

**DONALD BARBER**  
**CITY OF WILLISTON**  
**PUBLIC WORKS SUPERVISOR**

**352-528-3060 EXT. 126**  
[DONALD.BARBER@WILLISTONFL.ORG](mailto:DONALD.BARBER@WILLISTONFL.ORG)



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**SIDEWALK CONSTRUCTION CONTRACT  
BETWEEN JAY AND JANE BEASLEY and  
the CITY of WILLISTON, FLORIDA**

This Construction Contract (the "Contract" or "Agreement") is made as of "Date \_\_\_\_\_", 2022 (the "Effective Date") by and between the City Of Williston Florida and Jay and Jane Beasley residing at 4151 NE 140 Court, Williston Florida, 32696.

The City of Williston Florida, agrees to provide construction services to Jay and Jane Beasley as stated within paragraph 1. The City Of Williston Florida will act as the contractor for all facets of the construction of the sidewalk as stated herein. Jay and Jane Beasley desire to obtain such services from the City of Williston Florida. The "Services" are to be located at SW 5th Avenue, Williston, Florida.

This includes building and construction materials, necessary labor and site security, and all required tools and machinery needed for completion of the construction of the agreed to sidewalk.

**1. DESCRIPTION OF SERVICES.** Beginning on "Date \_\_\_\_\_", 2023, the City of Williston Florida will provide to Jay and Jane Beasley a completed five (5) foot wide sidewalk the length as noted in paragraph two (2) and known as parcel ID 2222600200 of Plat Book 11 Page 43, Lots 1&2 on the city side of the easement along SW 5th Avenue. The City of Williston will act as the contractor for all facets of the construction of the sidewalk as stated herein.

**2. SCOPE OF WORK.** The City of Williston Florida will provide all services, materials and labor for the construction of "The Sidewalk". The City of Williston agrees to build a pedestrian sidewalk five (5) feet wide and the length as plotted on the current survey and current plat of which is as follows. Segment 1 is equal to 23.46', segment 2 is equal to 94.88', segment 3 is equal to 129.93'. The total length of the sidewalk to be constructed will be 248.19'. Any sidewalk construction that takes place between segment 1 and the intersection of SW 5th Avenue and SW 3rd Street will be considered beyond the "Scope of Work" of this project and will be the responsibility of the City of Williston.

**3. PLANS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS.** The City Of Williston Florida will act as the contractor for all facets of the construction of the sidewalk as stated herein. Jay and Jane Beasley will make available to the City of Williston Florida a survey and plat necessary for measurement purposes so that the City of Williston can accurately calculate the cost of the construction of the sidewalk provide the "Services" described herein. Any such materials and machinery used in the construction project shall remain the property of the City Of Williston. The City of Williston will not be required to return documents provided by Jay and Jane Beasley upon completion of the Services.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

The City of Williston shall clearly mark the boundaries of the building site prior to the start of construction in accordance with the easement measurements noted on Jay and Jane Beasley's recorded survey and plat and as noted in paragraph two (2) and shall maintain these boundaries and markers in proper position throughout construction.

**4. COMPLIANCE WITH LAWS.** The City of Williston shall provide the "Services" in a workmanlike and timely manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act.

**5. WORK SITE.** The City Of Williston Florida will act as the contractor for all facets of the construction of the sidewalk as stated herein and warrants that Jay and Jane Beasley agree to the location of the placement of the sidewalk and that the sidewalk will be constructed on the City Side of the easement adjacent the property owned by Jay and Jane Beasley and on the easement facing SW 5th Avenue and from the western survey marker to the eastern survey marker along SW 5th Avenue of the property owned by Jay and Jane Beasley as herein described and is authorized to enter into this contract prior to the start of construction. The City of Williston Public Works Department shall clearly mark the boundaries of the building site prior to the start of construction in accordance with the easement measurements noted on Jay and Jane Beasley's recorded survey and plat and shall maintain these boundary and markers in proper position throughout construction.

**6. MATERIALS AND/OR LABOR PROVIDED.** The City of Williston Florida, Public Works Department shall provide to Jay and Jane Beasley an itemized list of all costs and their definitions in an official City of Williston format such as an official quote or invoice on City letterhead, quote or invoice form. This List of materials and/or labor shall be attached to this Agreement as Exhibit A. The City of Williston Florida, Public Works Department declares, under the laws of the State of Florida, that this List is a true and correct statement of each and every charge for materials and/or labor as part of the Services herein described.

City of Williston Florida, Public Works Department may substitute materials provided the substitution does not unnecessarily and adversely increase the cost of the the construction of the sidewalk described herein.

**7. PAYMENT.** Payment shall be made to City of Williston Florida, 50 NW Main Street, Williston, Florida 32696, in the amount of \$8,932.14 upon executing this Agreement.

In addition to any other right or remedy provided by law, if Jay and Jane Beasley fails to pay for the Services when due, the City of Williston Florida has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Agreement.

**8. OTHER PAYMENT PROVISIONS.** The lump sum payment to the City of Williston includes a \$1,200 contingency fee that provides in the event that materials increase in price between the time this agreement is signed and construction of the sidewalk project commences or during the construction of the sidewalk that is to be refunded in full or in part depending on the amount of cost overage incurred if any. The City of Williston Florida agrees to provide

documentation verifying the actual cost of the sidewalk and also agrees to refund any or all of the unused contingency fee within thirty days (30) of the completion of the sidewalk as per the time table set forth in this agreement.

**9. TERM.** The City of Williston Florida, Public Works Department shall commence the work to be performed as outlined within the adopted resolution created for this project and shall complete the work on or before March 31, 2023, time being of the essence of this contract.

Additionally, should the City of Williston fail to commence construction of the sidewalk on the agreed to date as outlined in this contract the City of Williston agrees to waive any construction material cost increases to Jay and Jane Beasley during the delay or failure to commence construction.

Also, since Jay and Jane Beasley agree to pay the City of Williston for the entirety of the sidewalk construction project as the attached quote or invoice indicates at the time this agreement is implemented, the City of Williston agrees to issue the Certificate of Occupancy for the newly constructed home that instituted the creation of this agreement at the time the home construction is complete and has passed all inspections as determined by the City of Williston construction regulations and building codes.

Upon completion of the project, the City Of Williston Florida acting as the contractor for all facets of the construction of the sidewalk as stated herein agrees to sign a Notice of Completion within ten (10) days after the completion of the contract. The City of Williston will provide the Notice of Completion to Jay and Jane Beasley. The Notice of Completion will act as proof of obligation completion by both Jay and Jane Beasley and the City of Williston.

**10. CONFIDENTIALITY.** The City of Williston Florida and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use any personal information provided by Jay and Jane Beasley to benefit of City of Williston Florida or divulge, disclose, or communicate in any manner, any information that is proprietary provided to the City Of Williston Florida or the City of Williston Florida Public Works Department. The City of Williston employees, agents, and representatives will protect such information and treat it as strictly confidential.

Upon termination of this Contract, City of Williston Florida, Public Works Department will return to Jay and Jane Beasley all records, notes, documentation and other items that were used, created, or controlled by City of Williston Florida during the term of this Contract that are not permanent records for the execution and completion of this project if any should exist.

**11. INDEMNIFICATION.** See Indemnification attachment.

**12. WARRANTY.** The City of Williston Florida shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards within the community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to the City of Williston Florida on similar projects. The City of Williston Florida shall construct the sidewalk in conformance with the plans, specifications, and any breakdown and binder receipt signed by the City of Williston Florida engineers and planners



and the City Of Williston Florida will act as the contractor for all facets of the construction of the sidewalk as stated herein..

**13. FREE ACCESS TO WORKSITE.** The City Of Williston Florida will act as the contractor for all facets of the construction of the sidewalk as stated herein and will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris away from the property of Jay and Jane Beasley. Driveways will be kept clear for the movement of vehicles during work hours. The City of Williston Florida, Public Works Department will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. The City of Williston Florida, Public Works Department also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

**14. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure of The City Of Williston Florida to act as the contractor for all facets of the construction of the sidewalk as stated herein.
- b. A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application or sale for or by any creditor or other agency brought against either party.
- c. The failure of The City Of Williston Florida to deliver the Services in the time and manner provided for in this Agreement.

**15. REMEDIES.** In addition to any and all other rights a party may have available according to law of the State of Florida, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving said notice shall have 10 days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in 10 days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract.

**16. FORCE MAJEURE.** If performance of this Contract or any obligation thereunder is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid

or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**17. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**18. ENTIRE AGREEMENT.** This Contract contains the entire Agreement of the parties, and there are no other promises or conditions in any other contract or agreement whether oral or written concerning the subject matter of this Agreement. Any amendments must be in writing and signed by each party. This Agreement supersedes any prior written or oral agreements between the parties.

**19. SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**20. AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by each party.

**21. GOVERNING LAW.** This Agreement shall be construed in accordance with, and governed by the laws of the State of Florida, without regard to any choice of law provisions of Florida or any other jurisdiction.

**22. NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**23. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**24. SIGNATORIES.** This Agreement shall be signed by \_\_\_\_\_ on behalf of the City Of Williston Florida. The City of Williston Florida will act as the contractor for all facets of the construction of the sidewalk as stated herein, and the Agreement shall be effective as of the date first written above.

I hereby affirm that the terms of this agreement are acceptable and compatible with discussions leading to the creation of this agreement.

\_\_\_\_\_  
Jay R. Beasley or Jane Beasley

\_\_\_\_\_  
Date Signed

The City of Williston acting as the "Contractor" hereby affirms the terms of this agreement and accepts the terms herein: City of Williston Florida, Public Works Department or designated department or authorized personnel acting as the agent for the Public Works Department of the City of Williston Florida.

\_\_\_\_\_  
City of Williston Authorized Signature

\_\_\_\_\_  
Date Signed

## INDEMNITY AGREEMENT

**THIS INDEMNITY AGREEMENT** (the "Agreement") made as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Execution Date"),

### **BETWEEN:**

Jay and Jane Beasley of 4151 NE 140th Court, Williston, FL 32696  
(the "Indemnatee")

OF THE FIRST PART

and

The City of Williston, Florida of 50 NW Main St, Williston, FL 32696  
(the "Indemnifier")

OF THE SECOND PART

### **BACKGROUND:**

1. The Indemnatee desires protection against any personal liability, claim, suit, action, loss, or damage that may result from the Indemnatee's participation in the Service.
2. The Indemnifier wishes to minimize any hardship the Indemnatee might suffer as the result of any personal liability, claim, suit, action, loss, or damage that may result from the Indemnatee's participation in the Service.

**IN CONSIDERATION** and as a condition of the Indemnifier and the Indemnatee entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Indemnifier and the Indemnatee agree as follows:

## **Definitions**

1. The following definitions apply in the Agreement:
  - a. "Service" means the following:  
An agreement between the City of Williston Florida and Jay & Jane Beasley is entered into for the City of Williston to construct a sidewalk.
  - b. "Expenses" means all costs incurred in the defense of any claim or action brought against the Indemnatee including lawyers' fees.
  - c. "Notice of Claim" means a notice that has been provided by the Indemnatee to the Indemnifier describing a claim or action that has or is being brought against the Indemnatee by a Third Party.
  - d. "Notice of Indemnity" means a notice that has been provided by the Indemnatee to the Indemnifier describing an amount owing under this Agreement by the Indemnifier to the Indemnatee.
  - e. "Parties" means both the Indemnatee and the Indemnifier.
  - f. "Party" means either the Indemnatee or the Indemnifier.
  - g. "Third Party" means any person other than the Indemnifier and the Indemnatee.

## **Indemnification**

2. The Indemnifier will hold harmless and indemnify the Indemnatee against any and all claims and actions arising out of the participation of the Indemnatee in the Service, including, without limitation, Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the Indemnatee's participation in the Service, subject to the limits on indemnification described in the section titled Exceptions to Indemnification. Where prohibited by law, the above indemnification does not include indemnification of the Indemnatee against a claim caused by the negligence or fault of the Indemnatee, its agent or employee, or any third party under the control or supervision of the Indemnatee, other than the Indemnifier or its agent, employee or subcontractors.



3. In the case of a criminal proceeding, the Indemnifier will indemnify the Indemnatee against all amounts including, without limitation, Expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by the Indemnatee subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

#### **Exceptions to Indemnification**

4. The Indemnatee will not be entitled to indemnification from the Indemnifier for any Expenses, judgments, fines, settlements and other amounts incurred as the result of the Indemnatee's participation in the Service where:
  - a. in the case of a civil claim, the Indemnatee did not act in good faith and in a reasonable manner;
  - b. in the case of a criminal action, the Indemnatee had reasonable cause to believe its conduct was unlawful;
  - c. the actions or conduct of the Indemnatee constituted willful misconduct or was knowingly fraudulent or deliberately dishonest;
  - d. the Indemnatee will or has received payment under a valid and collectible insurance policy or under a valid and enforceable indemnity clause, bylaw or agreement, except where payment under this insurance policy, clause, bylaw or agreement is not sufficient to fully indemnify the Indemnatee in which case the Indemnifier will be responsible for any shortfall in payment received; or
  - e. an action or proceeding was initiated in whole or in part by the Indemnatee whether alone or along with one or more other claimants unless the action or proceeding has the written consent of the Indemnifier.

#### **Notice of Claim**

5. In the event of any claim or action, the Indemnatee will promptly provide the Indemnifier with written notice of the claim or action and will notify the Indemnifier within five (5) business days of the commencement of any legal proceedings relating to the claim or action. The Indemnatee will provide the Indemnifier with all available information known to the Indemnatee relating to the claim or action.

### **Authorization of Indemnification**

6. In any case where the Indemnatee requires indemnification, the Indemnifier will make the determination of whether indemnification is appropriate having given consideration to the terms described in the Exceptions to Indemnification section. If the Indemnatee disagrees with the determination of the Indemnifier then the matter must be referred for review and determination to independent legal counsel reasonably satisfactory to the Indemnatee. In all cases the Indemnifier will bear all costs of any independent determination.
7. The Indemnifier will bear the burden of proving that indemnification is not appropriate.
8. The termination of any claim or action by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent will not, of itself, create a presumption that the person did not act in good faith and in a reasonable manner or, in the case of a criminal action, that the Indemnatee had reasonable cause to believe that the Indemnatee's conduct was unlawful.

### **Assumption of Defense**

9. On being notified of any impending action or claim, the Indemnifier may, at its own Expense, participate in the defense of any action or claim and may, alone or with any other indemnifying party, assume the defense against the action or claim using counsel that are reasonably satisfactory to the Indemnatee.
10. Once the Indemnifier has notified the Indemnatee of the intention to assume the defense, the Indemnifier will no longer be liable to the Indemnatee for any further legal or other Expenses subsequently incurred by the Indemnatee in relation to the defense of the claim. Once the Indemnifier provides notice to the Indemnatee that the defense of claim has been assumed by the Indemnifier, the Indemnatee may employ or continue to employ its own legal counsel however any fees or Expenses incurred by the Indemnatee subsequent to the notice of assumption of defense by the Indemnifier will be the sole responsibility of the Indemnatee.

### **Failure to Defend**

11. If the Indemnifier elects not to assume the defense against the claim or action then the Indemnatee may defend against the claim or action in any manner the Indemnatee deems appropriate. The Indemnifier will promptly reimburse the Indemnatee for Expenses, judgments, fines, settlements and any other amounts actually and reasonably incurred in connection with the defense of the claim or action subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

#### **Settlement and Consent of Indemnifier**

12. The Indemnatee will not settle any claim or action without first obtaining the written consent of the Indemnifier. The Indemnifier will not be liable for any amounts paid in settlement of any claim or action where written consent of the Indemnifier was not first obtained. The Indemnifier will not unreasonably withhold consent to any settlement.

#### **Settlement and Consent of Indemnatee**

13. The Indemnifier will not settle any claim or action without first obtaining the written consent of the Indemnatee. The Indemnatee will not unreasonably withhold consent to any settlement.

#### **Cooperation**

14. The Indemnifier agrees to cooperate in good faith and use best efforts to ensure that the Indemnatee is indemnified and reimbursed for any and all Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the defense of any claim or action resulting from the participation of the Indemnatee in the Service.
15. The Indemnatee agrees to cooperate in good faith and provide any and all information within the Indemnatee's power as required for the defense of any claim or action and also to provide any and all information within the Indemnatee's power as required to help in a determination of indemnification as described under the Authorization of Indemnification section.

#### **Expenses**

16. No costs, charges or Expenses for which indemnity will be sought under this Agreement may be incurred without the Indemnifier's written consent. Any required consent must not be unreasonably withheld.
17. All reasonable Expenses incurred by the Indemnatee to enforce this Agreement, and all costs of defending any Third Party claims or actions brought against the Indemnatee under this Agreement will be the sole responsibility of the Indemnifier subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

#### **Advances of Expenses**

18. At the written request of the Indemnatee, the Indemnifier will advance to the Indemnatee any Expenses, including lawyers' fees, incurred by the Indemnatee in defending any action brought against the Indemnatee. Where reasonable, and to minimize hardship to the Indemnatee, advance payments may be made prior to the disposition of any claim.

19. The Indemnatee agrees to repay to the Indemnifier any advance payments on Expenses where a determination is ultimately made that the Indemnatee is not entitled to indemnification for reasons described under the Indemnification and the Exceptions to Indemnification sections.

### **Payment**

20. All payments made by the Indemnifier to the Indemnatee will be made in full in immediately available funds within sixty (60) days of receipt of Notice of Indemnity from the Indemnatee and without deduction for any counterclaim, defense, recoupment, or set-off.
21. Any Notice of Indemnity sent by the Indemnatee to the Indemnifier must be made in writing and contain a full listing of the items to be covered in the payment. Any payment made by the Indemnifier to the Indemnatee will contain a listing of items covered under the payment.

### **Enforcement**

22. If any right or remedy claimed by the Indemnatee under this Agreement is denied or is not paid by the Indemnifier, or on its behalf, within sixty (60) days after a written Notice of Indemnity has been submitted by the Indemnatee to the Indemnifier, the Indemnatee may then bring suit against the Indemnifier to recover any unpaid amounts and if successful in whole or in part, the Indemnatee will be entitled to be paid any and all costs related to resolving the claim.
23. Where a determination as described under Authorization of Indemnification concludes that the Indemnatee's behavior is not entitled to indemnification, this will not create a presumption that the Indemnatee is not entitled to indemnification under this Agreement.

### **Insurance**

24. The Indemnifier must take out and maintain insurance coverage with an insurer reasonably acceptable to the Indemnatee on terms reasonable and sufficient to indemnify the participation of the Indemnatee in the Service.
25. If the Indemnifier fails to maintain adequate liability insurance, the Indemnatee may take out insurance and charge all costs to the Indemnifier.

### **Duration**

26. The rights and obligations of the Indemnatee and the Indemnifier under this Agreement will continue:
- a. so long as the Indemnatee is or will be subject to any possible claim or threatened,

pending or completed action, suit or proceeding, whether civil, criminal, arbitrational, administrative or investigative that results from the participation of the Indemnatee in the Service; or

- b. until terminated by an agreement in writing signed by both the Indemnifier and the Indemnatee.

#### **Unlimited Indemnification**

- 27. Under this Agreement, indemnification will be unlimited as to amount.

#### **Full Release**

- 28. Only payment and satisfaction in full of all amounts and charges payable under this Agreement and the due performance and observance of all terms, covenants and conditions of this Agreement will release the Indemnifier and the Indemnatee of their obligations under this Agreement.

#### **Further Action**

- 29. No action or proceeding brought or instituted under this Agreement and no recovery from that action or proceeding will be a bar or defense to any further action or proceeding which may be brought under this Agreement by reason of any further failure in the performance and observance of the terms, covenants and conditions of this Agreement.

#### **Subrogation**

- 30. In the event that any indemnity payment is made under this Agreement, the Indemnifier will be subrogated to the extent of this payment to all of the rights of recovery of the Indemnatee. The Indemnatee will take all action required and provide all information necessary to secure these rights and to fully enable the Indemnifier to take any action to enforce these rights in the recovery of the indemnity payment.

#### **Amendments**

- 31. This Agreement may only be amended, terminated or cancelled by an instrument in writing, signed by both the Indemnifier and the Indemnatee.

#### **Assignment of Indemnifier Rights and Obligations**

- 32. The rights and obligations of the Indemnifier as existing under this Agreement may not be assigned, in whole or in part, without the prior written consent of the Indemnatee.



### **Assignment of Indemnitee Rights and Obligations**

33. The rights and obligations of the Indemnitee as existing under this Agreement may not be assigned, either in whole or in part, without the prior written consent of the Indemnifier.

### **Joint and Several Liability**

34. If two or more persons act as Indemnifier in this Agreement or if the Indemnifier is a partnership consisting of two or more partners, then the liability under this Agreement will be joint and several for each co-Indemnifier.

### **Notices**

35. Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Parties to this Agreement at the addresses contained in this Agreement or as the Parties may later designate in writing.

### **Governing Law**

36. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

### **Jurisdiction**

37. The courts of the State of Florida are to have jurisdiction to decide and settle any dispute or claim arising out of or in connection with this Agreement.

### **General Provisions**

38. This Agreement contains all terms and conditions agreed to by the Indemnifier and the Indemnitee. Statements or representations which may have been made by either Party in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.
39. Any failure of either Party to enforce any of the terms, covenants and conditions in this Agreement does not infer or permit a further waiver of that or any other right or benefit under this Agreement. A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.

40. This Agreement will pass to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors, and permitted assigns.
41. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
42. All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity that the Parties may have now or may acquire in the future.
43. Time is of the essence in this Agreement.
44. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same instrument.
45. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

**IN WITNESS WHEREOF** the Indemnatee and the Indemnifier have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Jay and Jane Beasley (Indemnatee)

\_\_\_\_\_  
Witness:

The City of Williston, Florida (Indemnifier)

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Authorized Signatory

## CITY COUNCIL AGENDA ITEM

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**TOPIC:** VA 22-01 Voluntary Annexation

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

**Applicant:** Reggie Ross, LLC

### **PUBLIC HEARING SECOND 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.

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### LOCATION MAP/AERIAL PHOTOGRAPH

#### **Subject Property:**

**Location:** Parcel #0503900000 .527 acres at the Southeast corner of SE 10<sup>th</sup> 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. 9<sup>th</sup> 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.

**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. 9<sup>th</sup> 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 3<sup>rd</sup> day of January, 2023.

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 \_\_\_\_\_, 2023.

By: \_\_\_\_\_

Charles Goodman,

Mayor





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.

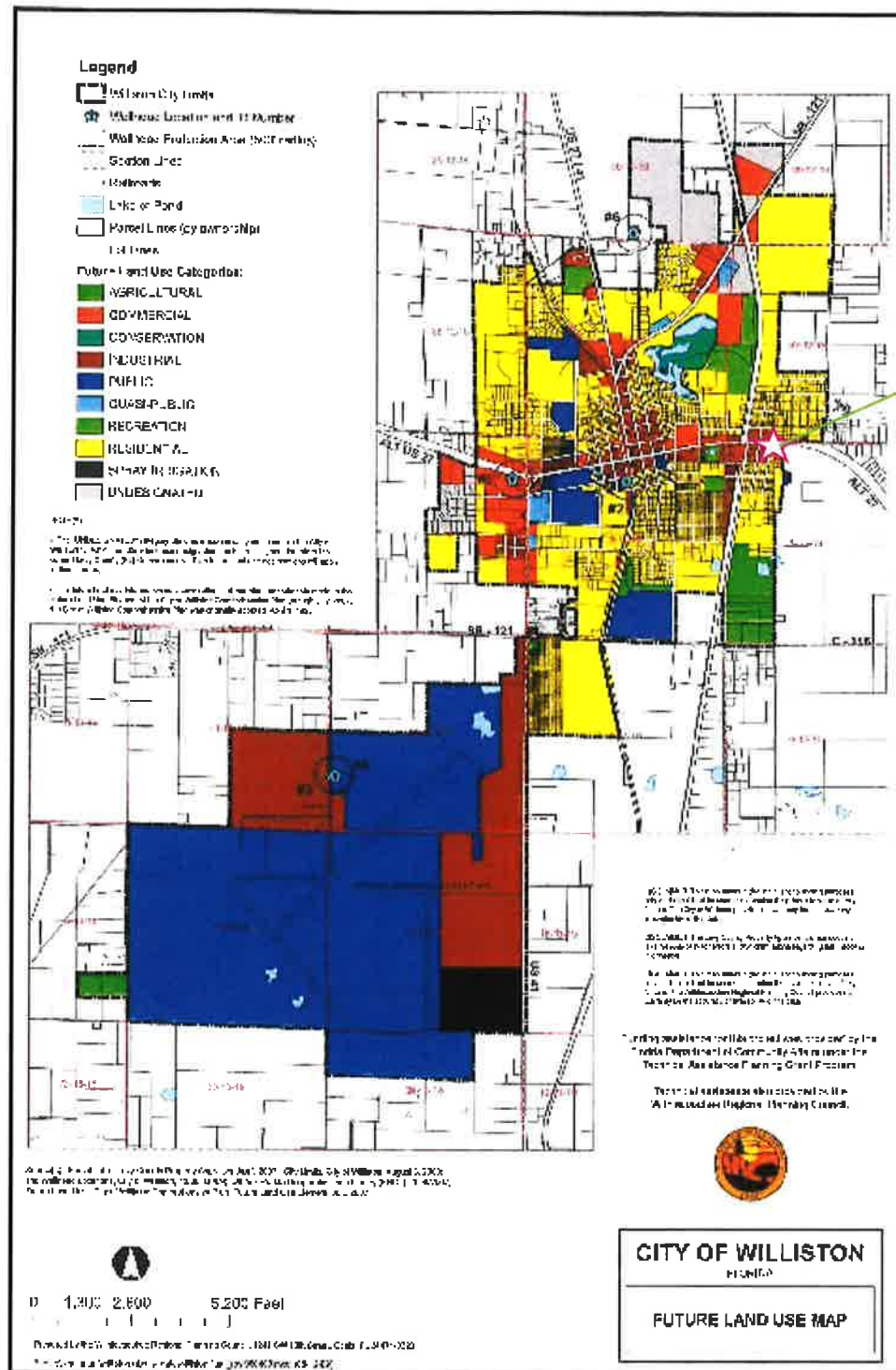
(6) Notwithstanding subsections (1) and (2), if the area proposed to be annexed does not have any registered electors on the date the ordinance is finally adopted, a vote of electors of the area proposed to be annexed is not required. In addition to the requirements of subsection (5), the area may not 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

January 3, 2023

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 Second 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



**Make checks payable to The City of Williston**

**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**

January 3, 2023

## 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.



**January 3, 2023**

**LEGAL REVIEW: NA**

**FISCAL IMPACTS: None**

**RECOMMENDED ACTION:**

Planning & Zoning Commission recommended approval of the Zoning and Land Use application to City Council. City Council passed on first reading. Staff recommends approval on this second reading.

**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 2<sup>nd</sup> 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

# PROPERTY OWNER AFFIDAVIT

Owner Name: Carl Vance Taylor	
Address: 2012 Oak Grove Rd Burrhead, TX 75007	
Phone: 409-256-1113	
Agent Name: JLA Consultants Inc.	
Address: 10101 2nd Ave Suite 1000 Dallas, TX 75243	
Phone: 972-773-3341	
Parcel No.: 000000000	
Average 1/2 Acre	
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: [Signature]

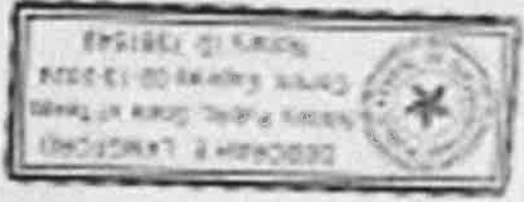
Printed name: Cecil V. Taylor

Date: 8-22-22

The foregoing affidavit is subscribed before me, by means of a physical presence or by online notarization, this 22 day of August, 2022, by Cecil Taylor, who is here personally known to me, or who has been produced before me as notarization.

NOTARY SEAL [Signature]

Signature of Notary Public, State of TX





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,

A handwritten signature in blue ink, appearing to read 'Clay Sweger', is written over a light blue horizontal line.

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



### 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 <small>*The legal description shown here may be condensed, a full legal description should be obtained from a recorded deed for legal purposes.</small>
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
	<b>Summary</b>
Building Value	\$83,626
Extra Features Value	\$8,148
Market Land Value	\$75,363
Ag Land Value	\$75,363
Just (Market) Value	<b>\$167,137</b>
Assessed Value	<b>\$104,763</b>
Exempt Value	\$75,500
Taxable Value	<b>\$29,263</b>
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	490	0	0	1

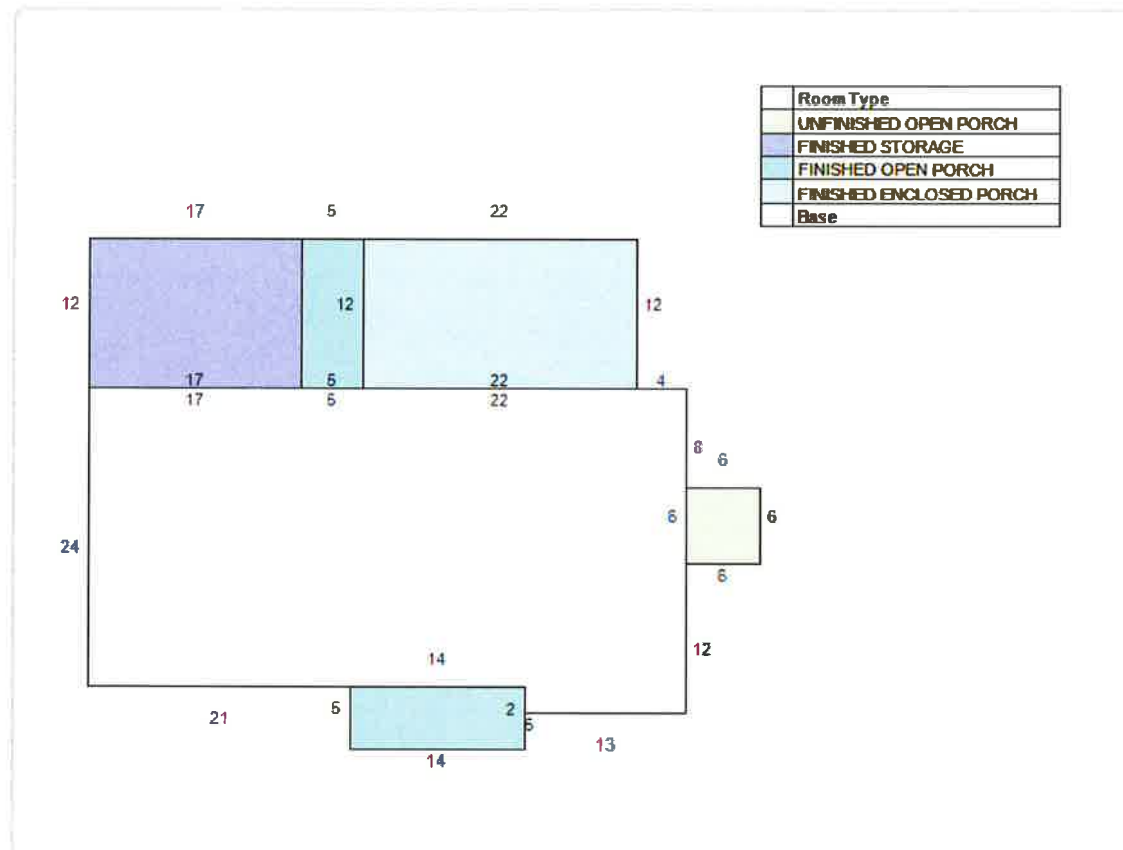
## Land Line

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

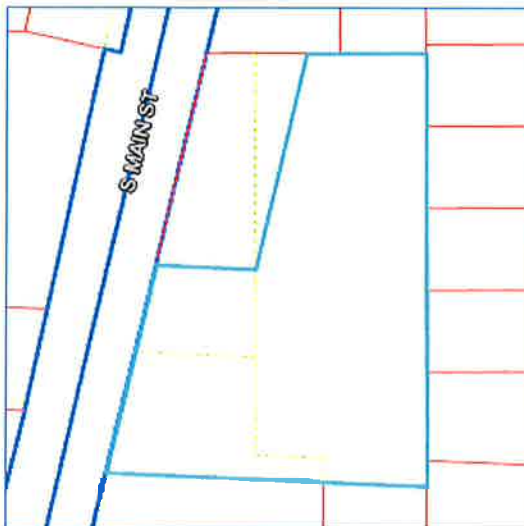
## Sales

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

## Building Sketch



## Map



**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 unmarried 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.**

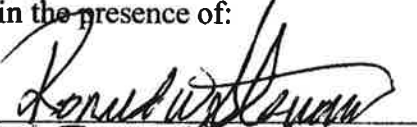
**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.


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

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.

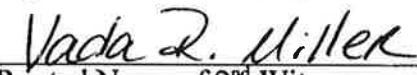
In Witness Whereof, the said first party has signed and sealed these presents the day and year first above written.



Signed, sealed and delivered  
in the presence of:

  
Signature of 1<sup>st</sup> Witness

  
Printed Name of 1<sup>st</sup> Witness

  
Signature of 2<sup>nd</sup> Witness

  
Printed Name of 2<sup>nd</sup> Witness

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

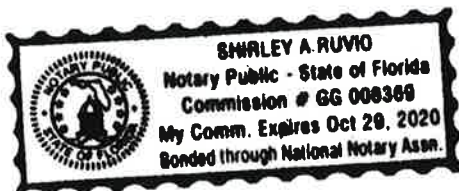
STATE OF FLORIDA

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.



(SEAL)

  
NOTARY PUBLIC/ STATE OF FLORIDA

PRINTED NAME OF NOTARY

That part of the South  $\frac{1}{2}$  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  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 6, Township 13 South, Range 19 East; thence run North  $87^{\circ} 41' 15''$  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  $88^{\circ} 07' 37''$  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.

EXHIBIT  
A

## LEGAL DESCRIPTION

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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:

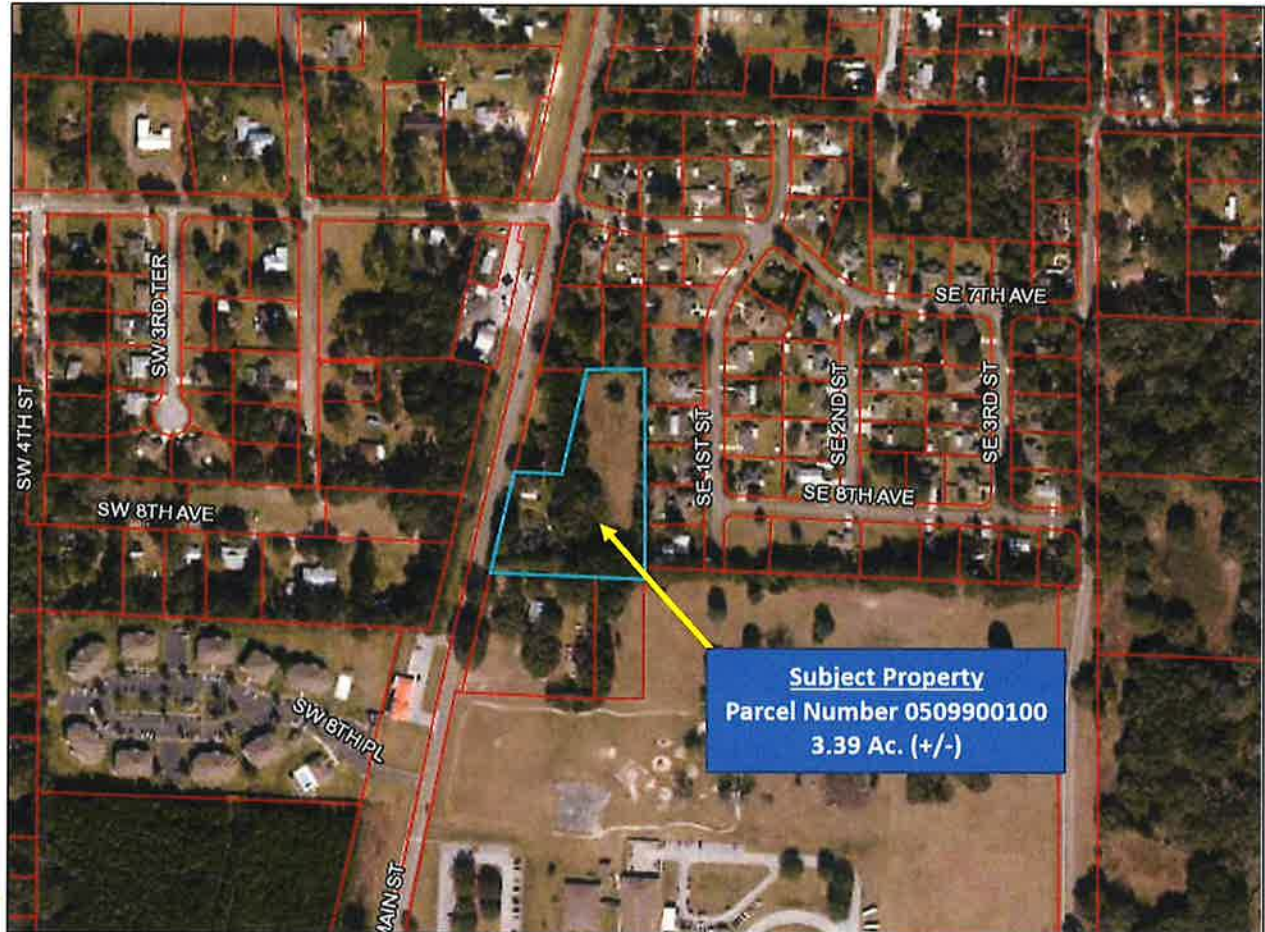
Begin at the Southwest corner of Lot 11, Block 2, Woodfields, according to the plat thereof, as recorded in Plat Book 7, page 41, said Public Records of Levy County, Florida; said point also being the Southeast corner of said O.R.B. 224, page 463 and the Northeast corner of said O.R.B. 276, page 424 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.





# Small Scale Land Use Map Change & Rezoning Application



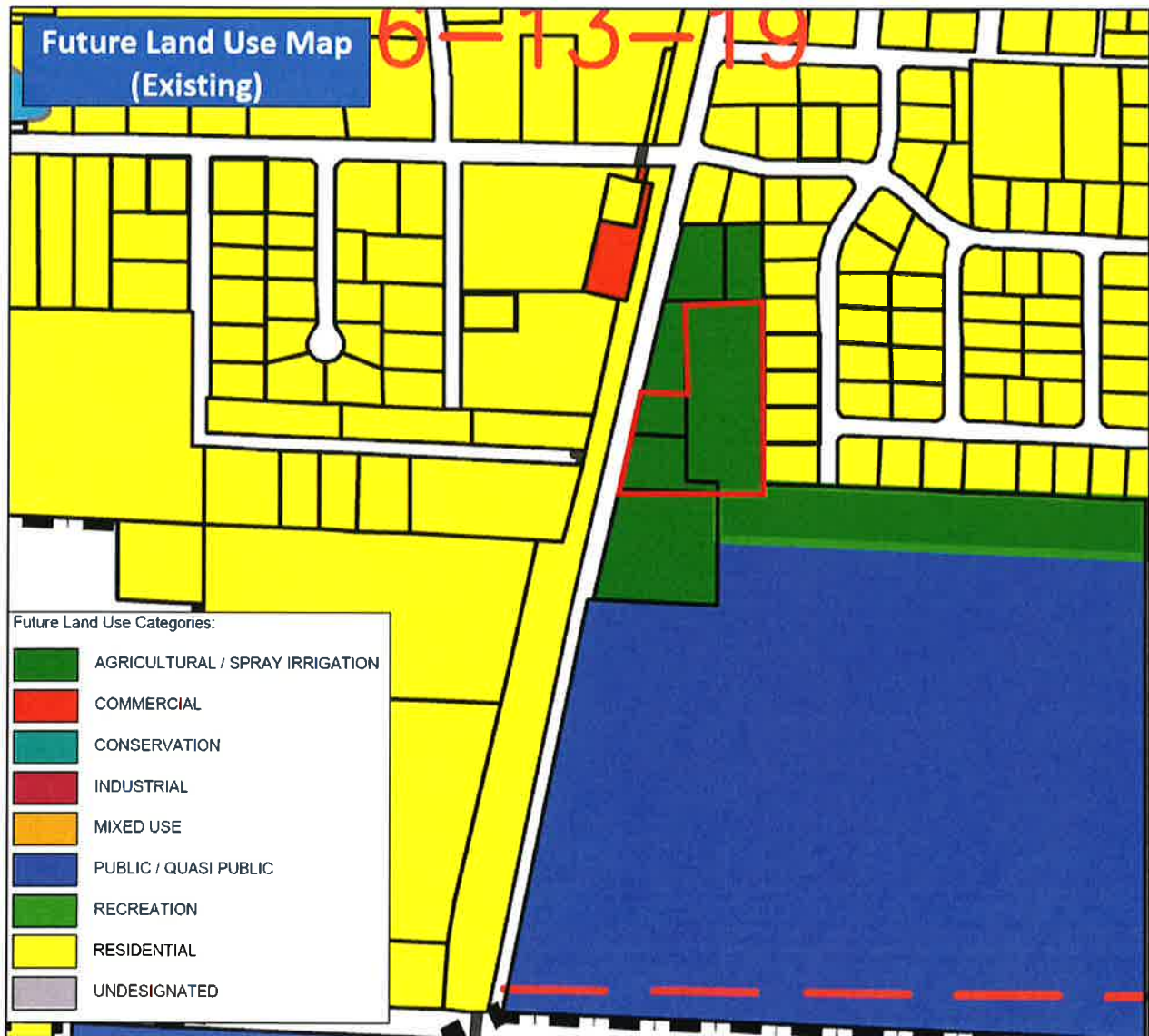
- Project Request:** A proposed small scale land use map change from Agricultural to Residential and a rezoning from Agricultural to R-2 in the City of Williston, Florida.
- Project Location:** 755 S. Main Street (Tax Parcel Number 0509900100)
- Project Owner:** Cecil Vernon Tanner
- Report Date:** November 1, 2022
- Prepared By:** Clay Sweger, AICP, LEED AP  
eda consultants, inc.

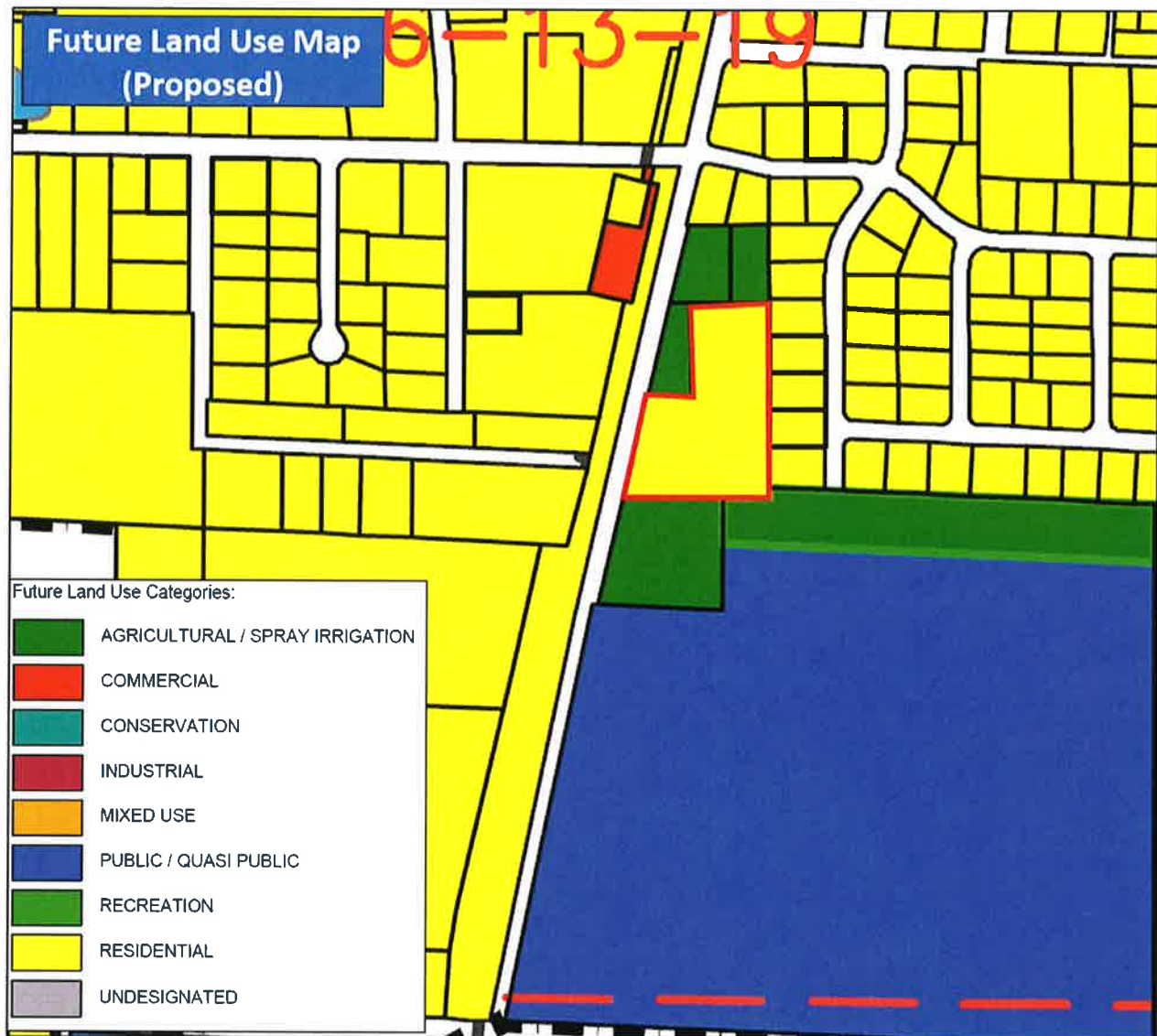


## Project Background / Project Request

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.

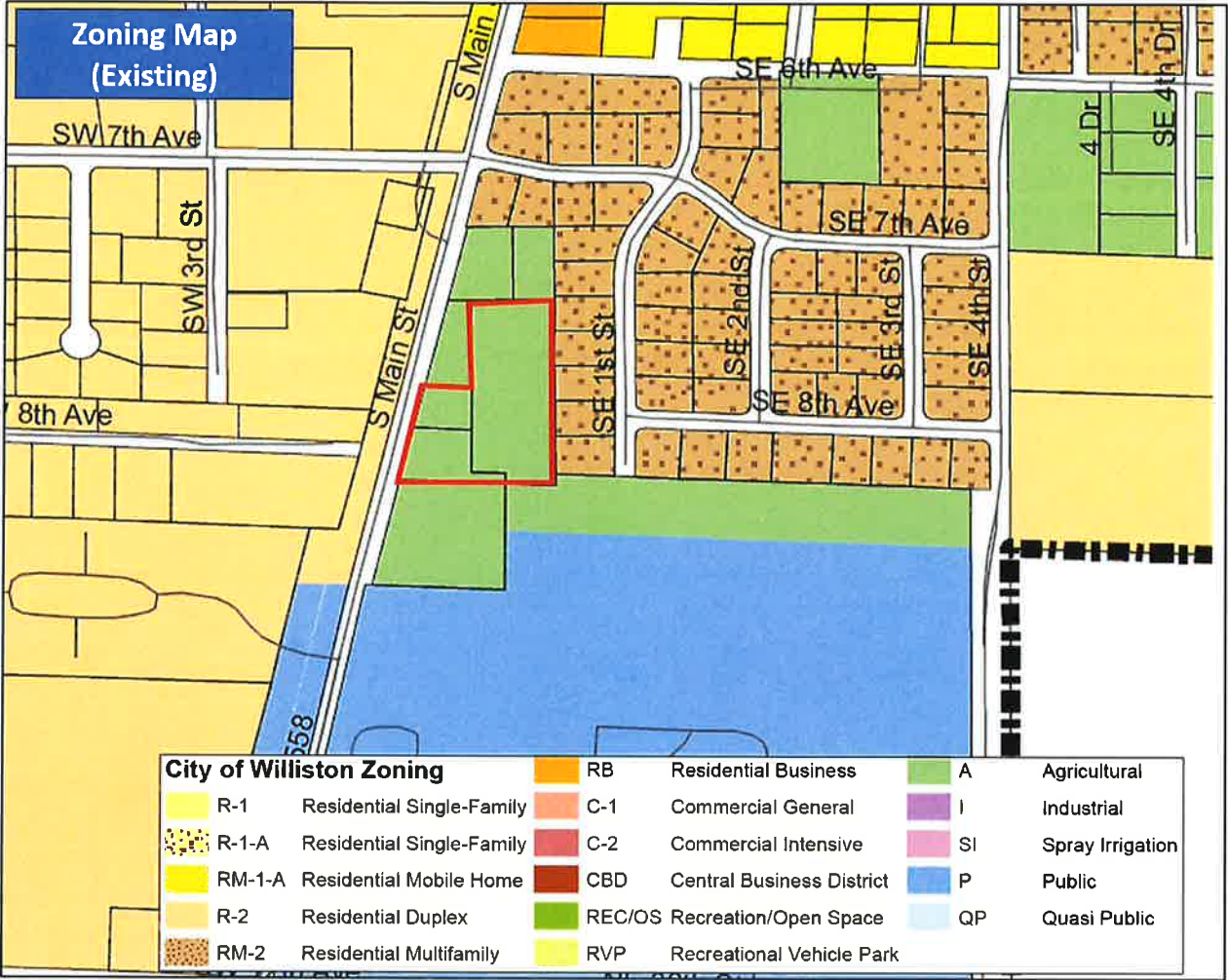
The existing and proposed City of Williston future land use maps indicating the proposed change (land use map change) is below:



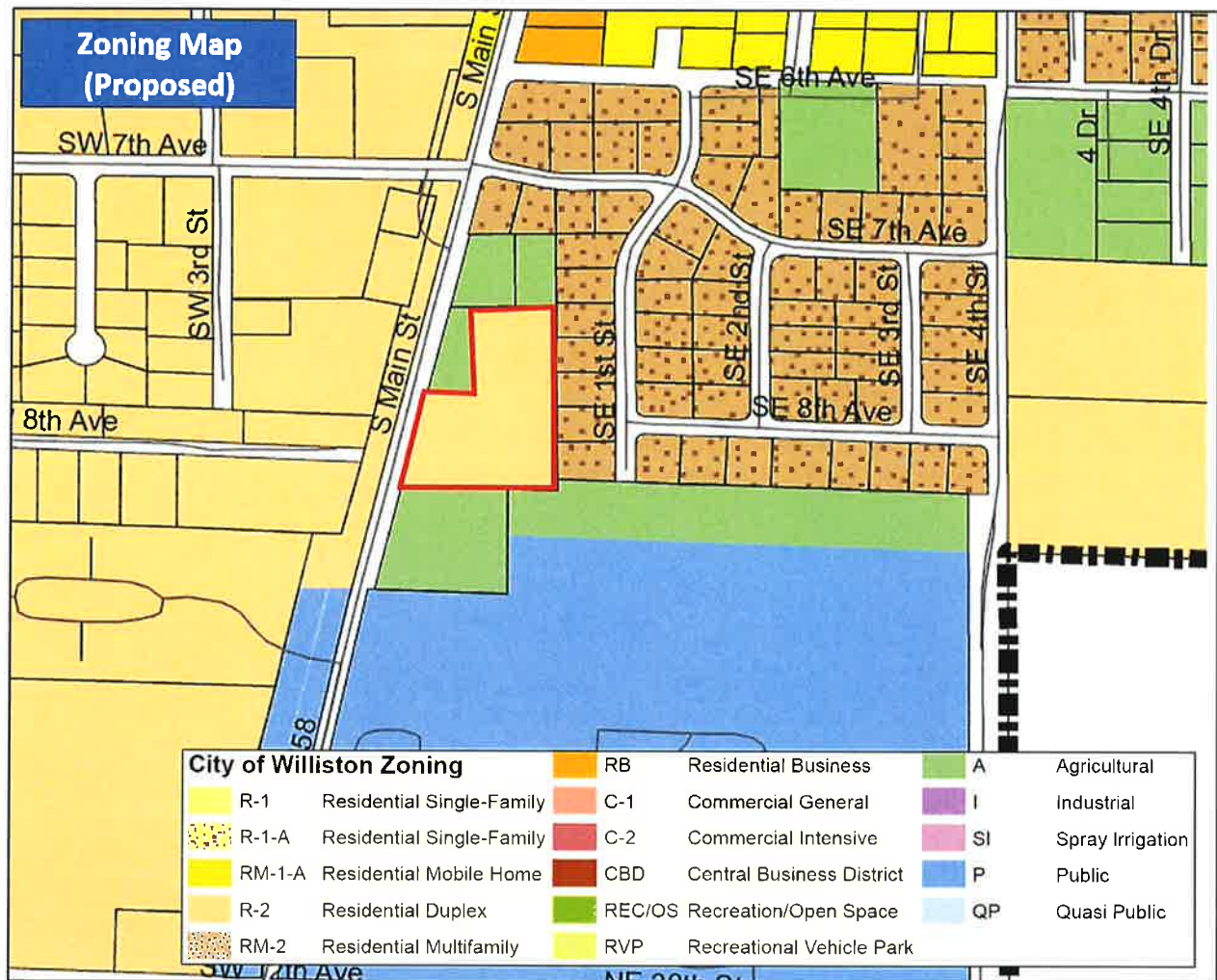


As indicated in the maps above, the proposed Residential future land use designation is consistent with the overall future land use map pattern in the area, which predominantly includes the same Residential future land use category and a complementary land use map designation of Public at the location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

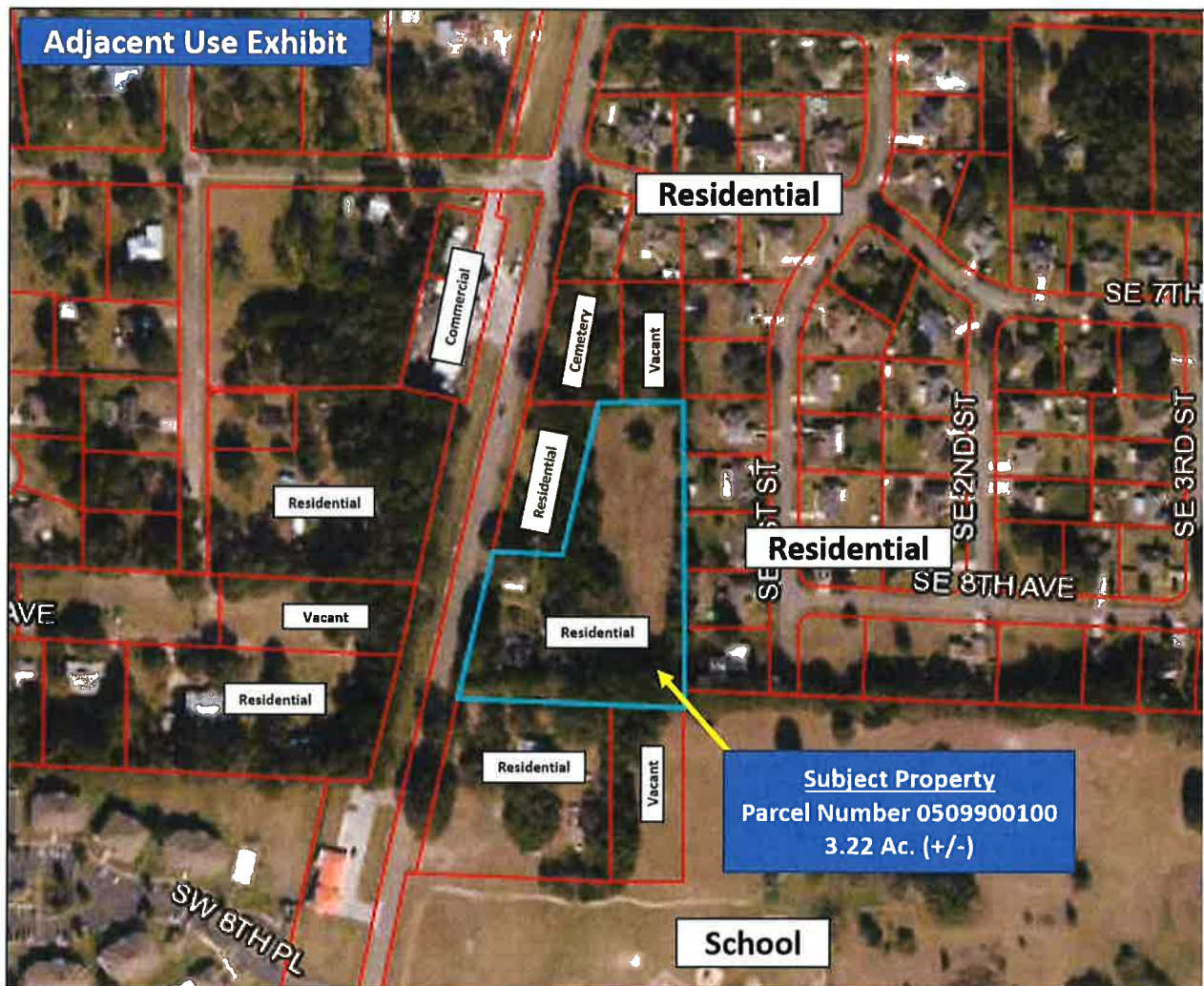
The subject property is located within a portion of the City of Williston with a predominant residential development pattern. The Comprehensive Plan provides for residential land uses within this portion of the city, which are intended promote well planned growth.

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**

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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**

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***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: January 3, 2023**

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**COUNCIL AGENDA ITEM**

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**TOPIC: DISCUSSION WITH POSSIBLE ACTION: SELECTING A FUTURE DATE FOR A SPECIAL CITY COUNCIL MEETING FOR PUBLIC INPUT ON ANNEXATION OF PROPERTY IDENTIFIED AS THE OLD WILLISTON MIDDLE SCHOOL.**

**REQUESTED BY: COUNCIL PRESIDENT DEBRA JONES/CITY MANAGER TERRY BOVAIRD**

**PREPARED BY: CITY CLERK LATRICIA WRIGHT**

**BACKGROUND / DESCRIPTION: A FACILITY TO HELP GIVE PEOPLE TRAPPED UNDER THE INFLUENCE OF SUBSTANCE ABUSE A SECOND CHANCE IN LIFE. OFFERING THE MOST ADVANCED MEDICAL TREATMENT COUPLED WITH ALTERNATIVE RECREATIONAL THERAPIES AND VOCATIONAL TRAINING TO ENSURE OUR PATIENTS ARE REINTEGRATED TO MAINSTREAM SOCIETY AS ECONOMICALLY PRODUCTIVE PARTICIPANTS.**

**LEGAL REVIEW:**

**FISCAL IMPACTS:**

**RECOMMENDED ACTION: SET DATE FOR MEETING FOR PUBLIC INPUT AND DISCUSSION.**

**ATTACHMENTS:**

**COMMISSION ACTION:**

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

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



# Oaktree addiction & recovery Project plan

Ali Mirza



## Mission statement

At Oaktree, our mission is to help give people trapped under the influence of substance abuse a second chance in life. We believe in offering the most advanced medical treatment coupled with alternative recreational therapies and vocational training to ensure our patients are reintegrated to mainstream society as economically productive participants.



## **CITY COUNCIL AGENDA ITEM**

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**January 3<sup>rd</sup>, 2023**

**TOPIC: Resolution 2023-1 / DialMyCalls.com**

**A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY COUNCIL PRESIDENT TO AUTHORIZE THE SIGNING OF A CONTRACT WITH DIALMYCALL.COM; AND PROVIDE AN EFFECTIVE DATE.**

**Requested By: Aaron Mills, IT Director / Donald Barber, Public Works Supervisor**

**BACKGROUND / DESCRIPTION:**

Previously City Council asked staff to look into being able to communicate better with the residents for any emergency issue. Staff was able to get three quotes and recommends DialMyCalls.com for the price and all that is offered with it.

1. Plan allows up to 30 broadcasts a month, emails free
2. Can create unlimited subgroups and add administrators
3. 2-minute phone message or 160-character text message
4. Create message templates and saved messages for day-to-day use or emergencies
5. Send now or schedule in advance
6. Program your organization's phone number to show up as the caller ID

**LEGAL REVIEW: NO**

**FISCAL IMPACTS: YES / \$2246.40 annual cost from Information and Technology Budget.**

**RECOMMENDED ACTION: Staff recommends Approval**

**ATTACHMENTS: Exhibit A**

**ACTION:**

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

\_\_\_\_\_ **DISAPPROVE**

**CITY COUNCIL RESOLUTION NO. 2023-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY COUNCIL PRESIDENT TO AUTHORIZE THE SIGNING OF A CONTRACT WITH DIALMYCALL.COM; AND PROVIDE AN EFFECTIVE DATE.**

**WHEREAS**, the City of Williston Council has asked staff for emergency contact capabilities; and

**WHEREAS** the Customer and residents will be better serviced; and

**WHEREAS** the City Council will enter a contract with DialMyCalls.com for the purchase, hosting, and implementation of an emergency contact platform.

**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 Council President is authorized to execute the necessary contracts for the purchase and acquisition of a five-year licensing agreement and contract for software hosting and services for the City of Williston from DialMyCalls.com.

**PASSED AND ADOPTED** at a meeting of the City Council this 3rd day of January 2023.

**CITY OF WILLISTON, FLORIDA**

By: \_\_\_\_\_  
Debra Jones, President

**ATTEST:**

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Latricia Wright, City Clerk

By: \_\_\_\_\_  
Scott Walker, City Attorney  
Kiersten Ballou, Attorney

### Pre-Paid Blocks of Message Units

Calls -OR- Text's Per Block	Cost	/Call	/Txt
100 / 200	\$9	9.0¢	4.5¢
250 / 500	\$20	8.0¢	4.0¢
500 / 1,000	\$35	7.0¢	3.5¢
1,000 / 2,000	\$70	7.0¢	3.5¢
2,500 / 5,000	\$175	7.0¢	3.5¢
5,000 / 10,000	\$299	6.0¢	3.0¢
10,000 / 20,000	\$499	5.0¢	2.5¢
20,000 / 40,000	\$799	4.0¢	2.0¢
50,000 / 100,000	\$1750	3.5¢	1.75¢
100,000 / 200,000	\$2999	3.0¢	1.5¢
200,000 / 400,000	\$5999	3.0¢	1.5¢

### Monthly Subscriptions

Max Contacts	Total Cost / Month
100	\$20 Unlimited Calls and Text
200	\$40 Unlimited Calls and Text
300	\$60 Unlimited Calls and Text
400	\$80 Unlimited Calls and Text
500	\$100 Unlimited Calls and Text
600	\$120 Unlimited Calls and Text
700	\$140 Unlimited Calls and Text
800	\$160 Unlimited Calls and Text
900	\$180 Unlimited Calls and Text
1,000	\$200 Unlimited Calls and Text
2,000	\$400 Unlimited Calls and Text

## PAY AS YOU GO BLOCKS

### BUY MORE TO LOWER THE COST

\* Our system can tell the difference between live answer and voice mail and may leave a different message for each. Leave a two minute long voice message if call is unanswered!

\* Ring-less voice mail drops allow you to communicate without disturbing your clients! Message units never expire and can be used for either calls or text.

\* Press 1 transfers, predictive dialer with answer on answer capability, custom caller ID to be displayed for phone calls, and much more!

\* Send two text messages for every message unit and only pay for phone calls that are delivered to live or voicemail.

## MONTHLY SUBSCRIPTION

### FIXED NUMBER OF CONTACTS

\* UNLIMITED calls and text messages for organizations with a fixed number contacts, but not to excess. You are limited to 10 sms times contacts per month. The number of contacts can be upgraded at anytime with a larger subscription.

\* All of the "pay as you go" features are included for the fixed number of contacts. Call and text your members as often as you like without any additional cost.

\* If you add and subtract contacts the removed contacts are still part of the monthly limit for 30 days, so normal updating of numbers should not suspend the account. (Sorry, no programmer API's are allowed for monthly subscriptions.)

**Address:**

City of Williston  
ATTN: Aaron Mills

**Customer Information:**

City of Williston  
Aaron Mills  
amills@willistonfl.org  
3525283060

**Contact Information:**

Sarah Holobaugh  
(937) 405-1931  
sholobaugh@dialmycalls.com

Product Name	Quantity	Unit Price	Total
DialMyCalls 1800 phone number plan. Annual User Plan (Yearly)	12 00	\$234.00	\$2,808.00

10% discount for Religious Organizations and Non-Profits. - Additional 10% discount for first year Annual Plan.

**Notes:**

This plan allows you to send up to 1-30 broadcast (phone calls or texts) each month to each of your phone numbers. Email is free.

- You can create unlimited subgroups and add additional administrators at any time.
- 2-minute phone message or 160-character text message.
- Record a message in your own voice, upload a file, or use Text to Speech.
- Create message templates and saved messages for day to day use or emergencies.
- Send now, schedule in advance, or set up reoccurring messages.
- Built in Import Wizard for pulling in spreadsheets.
- Program your organization's phone number to show up as the caller ID.
- Additional features such as polling, opt out, repeat message.
- Message reports for all broadcasts
- Mobile App – Send messages from anywhere!
- 10% discount for Religious Organizations and Non-Profits. - Additional 10% discount for first year Annual Plan.

Please email your tax-exempt document to sholobaugh@dialmycalls.com.

Subtotal \$2,808.00 USD

Discount \$561.60

Balance Due **\$2,246.40 USD**

**Additional Information:**

If paying by check our mailing address is:

OnTimeTelecom Inc.  
5500 Military Trail Suite 22-105 Jupiter, FL 33458  
United States

We're looking forward to working with you!

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

Date: \_\_\_\_\_





CONFIDENTIAL PROPOSAL FOR

# The City of Williston, FL

October 4, 2022

This proposal is valid for 30 days

PROPRIETARY AND CONFIDENTIAL INFORMATION BELONGING TO ALERTMEDIA, Inc. This document and the information contained herein contains trade secrets, confidential and proprietary information belonging exclusively to AlertMedia, Inc. ("AlertMedia"). The recipient hereof agrees: to maintain the confidentiality of this document and the information contained herein and therefore agrees not to disclose the contents to any third party; within the recipient's organization to only share this information with persons employed by such organization with a need to know; to only use this document and the information contained herein to assess the products and services to be provided by AlertMedia; and to return or destroy all copies of this document upon request by AlertMedia.

## Your Partner in Employee Safety

Our team at AlertMedia is pleased to present you with this proposal and we are excited to have the opportunity to work with your organization.

With AlertMedia, keeping your workforce safe, informed, and connected during an emergency has never been easier. Our intuitive software helps safety leaders quickly identify critical incidents and notify stakeholders in record time to keep people and assets protected. Our customers give us some of the highest possible marks in the industry with an NPS score of +87 and a 98% customer satisfaction rate. Here are a few reasons why:



### Industry-Leading Two-Way Communication Capabilities

Confirm message delivery and get a response from your team to ensure their safety.



### Simple and Intuitive User Interface

Navigate a modern user experience on web and mobile apps that require no training.



### Reliable Multichannel Delivery

Reach your audience over any channel, anywhere in the world, in real time.



### Fast, Simple Implementation

Launch quickly with simplified data and user flow, with a dedicated onboarding team.



### Full-Featured Mobile App

Empower admins to monitor threats and respond timely on the go with our mobile app.



### Enterprise-Grade Data Security

GDPR, CCPA, SOC2 compliant system with data encryption in-transit and at-rest.

More than 3,000 organizations in more than 130 countries trust AlertMedia to keep their people safe, informed, and connected during critical events.

#### Food and Retail



#### Technology



#### Energy & Health



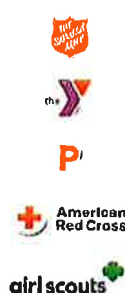
#### Sports



#### Airline & Auto



#### Non-Profit



## Quote Summary

AlertMedia is the only solution that integrates analyst-vetted threat intelligence with powerful emergency communication capabilities to help you keep your people safe and your business protected. The two solutions deliver the most value when used together, or you can subscribe to each independently.

### AlertMedia Threat Intelligence

AlertMedia's Threat Intelligence instantly expands your security operations with global and hyper-local coverage of critical incidents. Our global intelligence team delivers verified intelligence 24/7 to help you surface what matters, avoid false alarms, and assess impact quickly so you can respond faster, with confidence.

#### INCLUDED:

- Custom, automated, and real-time threat alerts delivered to admins and impacted individuals
- Automatic calculation of event impact shows every asset at risk for people and locations included
- 24/7 access to analyst-verified intel on global incidents like crime, demonstrations, fire, outages, and more
- Historical threat insights for incident reporting, strategic planning, and travel planning
- Get the full AlertMedia experience on Mobile for admins and all employees on native iOS and Android apps
- Set up any number of admin accounts to empower threat monitoring for your entire team
- Seasonal outlook webinars and short-range weather forecast alerts by in-house meteorologists.
- Weekly in-depth analyst briefs to stay ahead of planned and ongoing events

#### PREMIUM ADD-ONS:

- Analyst Access** – Respond to developing incidents confidently with instant, 24/7 access to expert analysts
- Single Sign-on** – Leverage your organization's user authentication process
- Auto User Provisioning** – Automatically manage your users through Azure AD or Okta (requires SSO)
- API Access** – Customize your experience with development and integrations

### AlertMedia Emergency Communication Platform

Our solution enables your organization to communicate with precision, interact with your audience, and confirm a resolution. Improve employee safety, mitigate loss, and ensure business continuity with an emergency communication solution designed for the modern workforce.

SMS/Text usage: First 172,000 SMS/Text messages per year included | Additional texts \$0.015 per message  
Voice usage: First 172,000 Voice minutes per year included | Additional minutes billed at \$0.03 per minute

#### INCLUDED:

- ✓ Two-way interaction with your audience through text, voice, email, and mobile application
- ✓ Dedicated phone number gives your audience a familiar and direct line to engage
- ✓ Automatically sync your people data via Active Directory, CSV files, or SFTP
- ✓ Ensure only relevant people are alerted on incidents with Dynamic Groups
- ✓ Set up any number of admin accounts to empower two-way communication for your entire team
- ✓ Get the full AlertMedia experience on Mobile for admins and all employees on native iOS and Android apps

#### PREMIUM ADD-ONS:

- Desktop Alerts** – Send screen-takeover notifications to deliver emergency messages to computer desktops
- Single Sign-on** – Leverage your organization's user authentication process
- Auto User Provisioning** – Automatically manage your users through Azure AD or Okta (requires SSO)
- API Access** – Customize your experience with development and integrations

## Important Notes

### Usage:

- SMS/text and voice minutes are included based on USA domestic notifications only. Any SMS/text messages and voice minutes sent or received outside of USA will be billed according to the rate card.
- One SMS/text consists of 160 characters (or 70 characters if using non-GSM characters). Your usage will be measured per SMS/text.
- Usage amounts given in Any Channel Message Delivery are for annual payment option. If Customer chooses to pay monthly, included Usage will be converted to monthly amount by dividing the Usage numbers by 12.

### Proposal Terms:

- If you need the team at AlertMedia to develop any custom integrations, such work will be subject to a mutually agreeable Statement of Work which outlines the scope and pricing of such development.
- This price quote assumes acceptance of AlertMedia's standard Terms of Service. Changes to our standard Terms of Service may result in an increase in price or other adjustments to this quote.

## Included With All Engagements: World-Class Customer Support



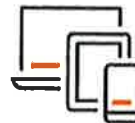
Expert-guided  
technical implementation



Dedicated customer  
success manager



24/7 support  
for your admins and employees



On-demand training library  
and knowledgebase

## Customer Acceptance Form

Please sign this page and return the entire proposal to: [patrick.galligan@alertmedia.com](mailto:patrick.galligan@alertmedia.com)

<b>Subscription Price:</b>	\$15,000/year* *Pricing does not include any applicable sales tax
<b>Included Assets:</b>	1,800 People Customer can add more than the included number of people at a rate of \$0.70 per person per month
<b>Initial Term:</b>	3 Years
<b>Planned Use:</b>	Customer will use AlertMedia to: <ul style="list-style-type: none"><li>• Send emergency notifications when critical events, such as severe weather or workplace violence, threaten the health and safety of message recipients</li></ul>

### Tax Exemption Status

☐ My organization is Tax Exempt and will provide exemption certificate to [salestax@alertmedia.com](mailto:salestax@alertmedia.com)

### Acceptance

Please sign and date this Customer Acceptance Form to indicate your acceptance of this Proposal as an authorized representative of the Customer. Payment will be due net-30 days from the date of acceptance of this proposal. Fees for the Services shall increase by 3.9% each year of the Agreement. This Customer Acceptance Form is governed by the Terms of Service found at <http://www.alertmedia.com/terms-of-service>. This Customer Acceptance Form and Terms of Service constitute the entire agreement of the parties with regard to the subject matter hereof, and supersedes all previous written or oral representations, agreements and understandings between the parties, whether expressed or implied.

ACCEPTED on the \_\_\_\_\_ DAY of \_\_\_\_\_, 2022

BY: The City of Williston

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(title)



# The Most Intuitive Emergency Communication Solution

COMMUNICATE QUICKLY AND EFFECTIVELY DURING  
EMERGENCIES AND BUSINESS-CRITICAL EVENTS



## Protect your people. Protect your business.

Every day, businesses face an increasing number of threats to their people and operations—from severe weather events to global health crises. Keeping employees safe during these critical events requires a modern and reliable emergency communication solution. It's why companies across a range of industries—from Fortune 500 companies to small and mid-size organizations—are turning to AlertMedia.

Our intuitive platform delivers a complete solution for employee safety combining industry-leading communication capabilities, global threat intelligence, and employee safety monitoring into one easy-to-use interface. AlertMedia is the fastest-growing emergency communication software in the world, leading the way with an unrivaled focus on simplicity, mobility, and reliability.

**“AlertMedia was the best solution we looked at—easiest set up and had the most functionality.”**

**Mike Neighbors**  
Director IT Infrastructure,  
Coca-Cola Bottling Company



### SIMPLICITY

We broke the mold of overly complex solutions, prioritizing an intuitive experience that is easily implemented and adopted.



### MOBILITY

We built a modern solution that caters to the challenges of keeping an increasingly dispersed and mobile-first workforce safe and connected.



### RELIABILITY

We help you protect your people and business with a robust, scalable infrastructure trusted by thousands of global organizations.



## Implementation & Support Included

Launch quickly with a dedicated success manager and 24/7 support with an average response time of 13 minutes.

## Intuitive User Experience

Perform under the pressures of an emergency with an intuitive experience that requires little to no training.

## Multi-Channel Notifications

Increase message visibility via voice call, text message, email, mobile app push, desktop takeover, Slack, and more.

## One-Touch Conference Call Initiation

Get response teams together faster by initiating a conference call in seconds without meeting invites or pin codes.

## Two-Way Communication

Give your people a voice and confirm safety with read confirmations, surveys, notification replies, and "help" requests.

## Notification Templates & Permissions

Send your message in a few clicks using pre-built communication templates and limit access to select users.

## Flexible Delivery Settings

Send notifications over all channels simultaneously or in a sequence until they are received and automate retries.

## Delivery Insights & Reporting

Track message delivery and audience responses in real-time and gain valuable insights through detailed reporting.

Multi-Channel Notifications

Alex Wilson sent a notification Oct 25, 2020 11:47 PM

There has been a power outage at the Austin store due to inclement weather. Please track the event page for updates and protocol.

Jessica Fernandez Oct 26, 2020 1:39 AM

The aisles are dark but there are still shoppers...should we close the store?

In reply to Alex Wilson's notification: There has been a power outage at the Austin store due to inclement weather. Please track the event page for updates and protocol.

POST OPTIONS: [Publish to Page](#) | [Reply to User](#) | [Mark as Read](#) | [Archive](#)

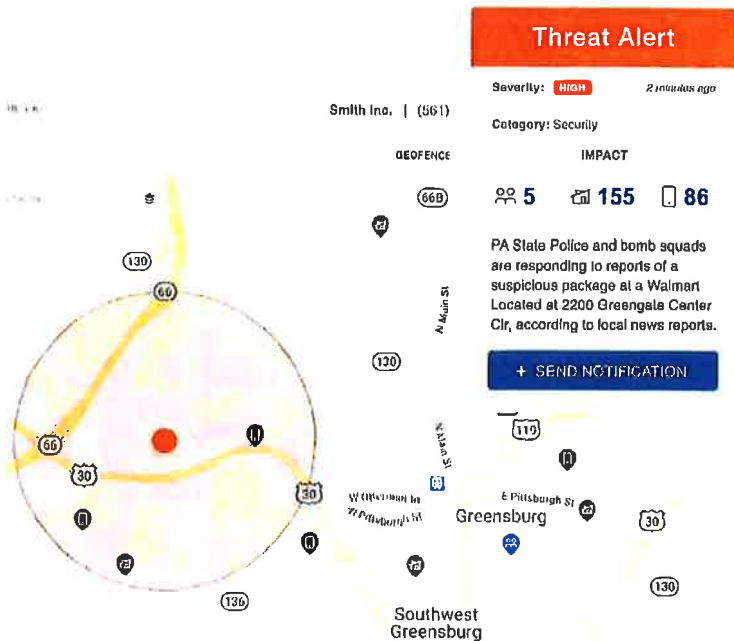
Two-Way Communication

## Delivery Details

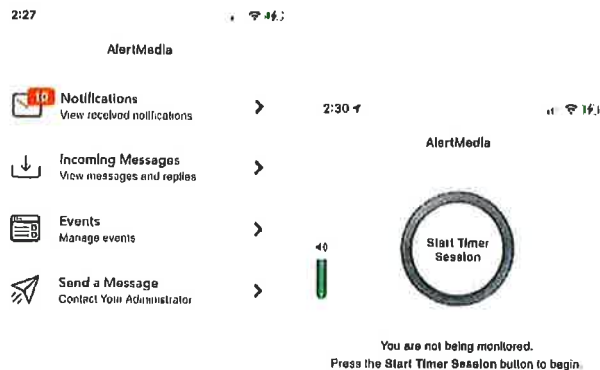


Delivery Insights & Reporting





Integrated Global Threat Intelligence



AlertMedia Mobile App



Integrated Employee Safety Monitoring

## Integrated Global Threat Intelligence

Identify threats to your people faster with analyst-vetted intelligence and location-based impact calculation and alerts.

## Event Pages For Resources & Updates

Provide a single online repository for all notifications, resources, updates, and questions related to a specific incident.

## Easy Data Syncing & User Management

Automate data syncing with your internal systems to ensure accurate contact info and easily assign admin permissions.

## Dynamic User Groups

Automate group creation during data syncs and quickly identify the right audience based on the criteria you set.

## AlertMedia Mobile App

Allow your leaders to monitor threats, send multi-channel messages, and manage incoming responses from anywhere.

## Integrated Employee Safety Monitoring

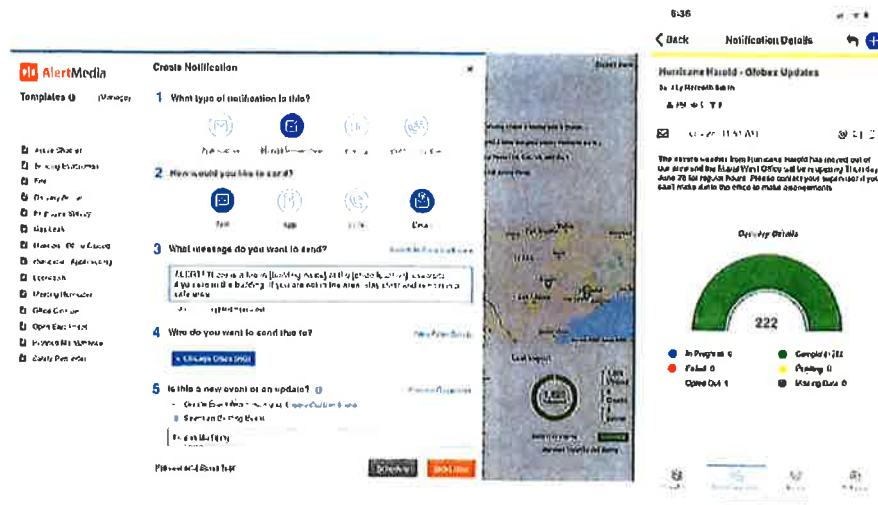
Safeguard your workforce with a 24/7/365 monitoring team and a mobile app that provides a one-touch distress signal.

## Enterprise-Grade Security & Reliability

Know our GDPR and CCPA-compliant system protects your data with full encryption and world-class security policies.

## Implement in an Hour, Send a Message in Seconds

We provide all customers with simple, easy onboarding and a dedicated resource so you can get up and running quickly, with less effort.



## CUSTOMER FIRST

AlertMedia is committed to providing an unparalleled level of service to our customers through an effective product, personalized support from a dedicated technical expert, and immediate responsiveness 24/7.

## INNOVATION FOCUSED

We are the fastest-growing emergency communication company in the world, offering a modern solution for employee safety and a commitment to the delivery of additional value through product innovation.

## MISSION DRIVEN

Every employee is deeply invested in our mission to help customers save lives and minimize loss during emergencies. This drives an award-winning culture and a customer-centric experience.

## Trusted by Leaders Across All Industries



Start protecting your people today. Contact us for a more detailed capabilities demo.

sales@alertmedia.com // (800) 826-0777 // alertmedia.com

TRY IT FREE

**Date: January 3, 2023**

**COUNCIL AGENDA ITEM**

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**TOPIC: RESOLUTION 2023-03: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA APPOINTING DEBRA JONES AND WAYNE CARSON TO THE CITY OF WILLISTON GENERAL EMPLOYEE'S PENSION PLAN AND TRUST BOARD FOR A PERIOD OF TWO (2) YEARS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**REQUESTED BY: COUNCIL PRESIDENT DEBRA JONES  
PREPARED BY: CITY CLERK LATRICIA WRIGHT**

**BACKGROUND / DESCRIPTION: MRS. DEBRA JONES AN MR. WAYNE CARSON ARE CURRENT BOARD MEMBERS AND THEIR TWO-YEAR TERM WILL EXPIRE JANUARY 5, 2023. BOTH MEMBERS HAVE AGREED TO SERVE ANOTHER TWO (2) YEARS ON THE GENERAL EMPLOYEE'S PENSION PLAN AND TRUST BOARD. THEIR TERM WILL BEGINNING ON JANUARY 6, 2023, ENDING ON JANUARY 5, 2025.**

**LEGAL REVIEW: NONE**

**FISCAL IMPACTS: NONE**

**RECOMMENDED ACTION: Approve**

**ATTACHMENTS:**

**COUNCIL ACTION:**

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

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

**RESOLUTION 2023-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA APPOINTING DEBRA JONES AND WAYNE CARSON TO THE CITY OF WILLISTON GENERAL EMPLOYEE'S PENSION PLAN AND TRUST FOR A PERIOD OF TWO (2) YEARS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Williston City Council wishes to reappoint Debra Jones and Wayne Carson to the City of Williston General Employee Pension Board.

**WHEREAS**, Debra Jones and Wayne Carson acknowledge the willingness to serve another two years on the board, term starting January 6, 2023, ending January 5, 2025.

**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 appoint Debra Jones and Wayne Carson to the City of Williston General Employee's Pension Plan and Trust Board.

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

**PASSED AND ADOPTED** at a meeting of the City Council this 3<sup>rd</sup> day of January 2023.

**CITY OF WILLISTON**

By: \_\_\_\_\_

Debra Jones, Council President

**ATTEST:**

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_

Latricia Wright, City Clerk

By: \_\_\_\_\_

Kiersten Ballou, Attorney

**Date: January 3, 2023**

**COUNCIL AGENDA ITEM**

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**TOPIC: Resolution 2023-04: A Resolution of the City Council of the City of Williston, Florida appointing the Canvassing Board for the 2023 General Municipal Elections and Establishing and Effective Date.**

**REQUESTED BY: CITY CLERK LATRICIA WRIGHT**

**PREPARED BY: CITY CLERK LATRICIA WRIGHT**

**BACKGROUND / DESCRIPTION: APPOINTING THE CITY MANAGER (TERRY BOVARID), POLICE CHIEF (MIKE ROLLS) AND THE WILLISTON REPRESENTATIVE FROM THE LEVY COUNTY BOARD OF COUNTY COMMISSIONERS (MATT BROOKS) TO THE CANVASSING BOARD.**

**LEGAL REVIEW: NONE**

**FISCAL IMPACTS: NONE**

**RECOMMENDED ACTION: Approve**

**ATTACHMENTS:**

**COUNCIL ACTION:**

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

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

**CITY COUNCIL RESOLUTION NO. 2023-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WILLISTON, FLORIDA APPOINTING THE CANVASSING  
BOARD FOR THE 2023 GENERAL MUNICIPAL ELECTIONS  
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 pursuant to the established election cycle; and

**WHEREAS**, the City of Williston is required to designate a Canvassing Board to canvass the votes in accordance with the City Charter and Florida Statute.

**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 a part of this resolution.

**Section 2.** The Resolution approves the prescribed Canvassing Board consisting of the Williston City Manager, the Williston Chief of Police, and the Williston Representative from the Levy County Board of County Commissioners, in addition to the designated alternate member Mr. Reggie Williams.

[Remainder of this page left blank intentionally]

**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** by the City Council on the 3<sup>rd</sup> day of January 2023.

**CITY OF WILLISTON, FLORIDA**

By: \_\_\_\_\_  
Debra Jones, President

**ATTEST:**

**APPROVED AS TO FORM AND  
LEGALITY:**

By: \_\_\_\_\_  
Latricia Wright, City Clerk

By: \_\_\_\_\_  
Scott Walker, City Attorney  
Kiersten Ballou, Attorney

# 2023

## Canvassing Board Schedule

### Canvassing Board Members

	Name:
Canvassing Board Member #1	County Commissioner Matt Brooks
Canvassing Board Member #2	City Manager Terry Bovaird
Canvassing Board Member #3	Police Chief Mike Rolls
Alternate	<b>Reginald Williams</b>

### Canvassing Board Schedule

#### Canvassing Board Workshop

Wednesday	March 15, 2023	5:00 p.m.
* Location: 421 S Court St Bronson, FL 32621		

#### Logic and Accuracy Testing of the Voting Equipment

Wednesday	March 29, 2023	9:00 a.m.
* Location: 421 S Court St Bronson, FL 32621		

#### Canvass of Vote by Mail Ballots

Tuesday	April 4, 2023	7:00 p.m.

#### Unofficial Election Results (Election Night), Unofficial Results

Tuesday	April 4, 2023	7:00 p.m.

#### Canvass of Vote by Mail Ballot Cures, Provisional Ballots, File Official Results, Audit and Recount if needed

Friday	April 7, 2023	10:00 a.m.

If the need arises for emergency meetings, this schedule will be updated immediately. All meetings are open to the public and will be held at the Chiefland City Hall. Reasonable access will be granted to authorized persons to review ballot materials pursuant to Section 101.572 (2), Florida Statutes.

**Bajo petición, este documento está disponible en español.**



Date: 1-3-2023

## COUNCIL AGENDA ITEM

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### RESOLUTION 2023-05:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LAND LEASE AGREEMENT FOR VACANT LAND BETWEEN BRIAN HERNANDEZ AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT WITH A LEGAL DESCRIPTION AS OUTLINED IN THE ATTACHED LAND LEASE AGREEMENT KNOWN AS HARDSTAND #15; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**FISCAL IMPACTS:** This is an existing land lease that is less than one acre so it will bring in less than the standard \$6000/year, but the maintenance agreement contained within this new lease saves the airport a lot of money on maintenance expenses. Over the past year Brain has been a huge help in both maintenance and troubleshooting for a myriad of issues at the airport.

**RECOMMENDED ACTION:** Staff recommends approval.

### ATTACHMENTS:

\_\_\_\_ CONTRACT      XX RESOLUTION 2023-05      \_\_\_\_ MAP  
XX LEASE      \_\_\_\_ OTHER DOCUMENTS

### COUNCIL ACTION:

\_\_\_\_ APPROVED

\_\_\_\_ DENIED

## RESOLUTION NUMBER 2022-91

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

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

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

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

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

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

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

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

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

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

---

Debra Jones, City Council President

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

Approved as to Form and Legality:

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Latricia Wright, City Clerk

---

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

**LAND LEASE AGREEMENT**  
**VACANT LAND**

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

LESSEE:  
Brian Hernandez  
2610 NE 165<sup>th</sup> CT  
Williston FL 32696

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

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

**WHEREAS**, Brian Hernandez, ("the Lessee"), is desirous of leasing a certain parcel at the said airport as is hereinafter described for the purpose of storage of aircraft.

**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:

Hardstand #15, to be surveyed by lessee. (.671 Acres)

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 2 years commencing on 1 January 2023, and ending at midnight, 31 December 2024. Should the Lessee hold over beyond the initial term or any renewal term

Lessee Initials: \_\_\_\_\_  
Vacant Land Lease

Lessor Initials: \_\_\_\_\_

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 \$4092.03. The rent shall be paid monthly, in advance, in the amount of \$341.00 per month, together with all applicable sales tax. The parties agree to reduce the rental amount due each month net of the amount of verified maintenance and repair services rendered to the Williston Municipal Airport on the following schedule: 15 hours or more rendered, 100% reduction; 15-10 hours, 50% reduction; 10-5 hours, 25% reduction; and 0 hours, 0% reduction. 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, 2610 NE 165<sup>th</sup> CT, Williston FL, 32696, or to such other address as Lessor or Lessee may by writing to the other so designate. Notice to Lessee may also be served by personal delivery.
5. **WARRANTIES OF TITLE AND QUIET POSSESSION**: The Lessor covenants that Lessor is seized of the demised premises and owner in fee simple thereof with the full right to make this Lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the demised premises during the term hereof.
6. **USES ALLOWED AND PROHIBITED**: The Lessee shall use the Premises only for the following purpose: Storage of aircraft. 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 Initials: \_\_\_\_\_  
Vacant Land Lease

Lessor Initials: \_\_\_\_\_

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

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

Lessee Initials: \_\_\_\_\_  
Vacant Land Lease

Lessor Initials: \_\_\_\_\_

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

15. **INSURANCE:**

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

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

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

Lessee Initials: \_\_\_\_\_  
Vacant Land Lease

Lessor Initials: \_\_\_\_\_



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

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

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

Lessee Initials: \_\_\_\_\_  
Vacant Land Lease

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

21. **CONDEMNATION**: In the event the entire premises hereby leased are taken in condemnation proceedings, the Lessee may cancel the Lease; should a substantial part of said premises be so taken, the Lessee may cancel this Lease or at its option retain the remainder of the premises, which shall be restored to tenantable condition, then the rental shall be apportioned; the rental thereafter shall be reduced in proportion to the amount of loss as a result of condemnation proceedings.
22. **CLEANLINESS**: Lessee shall at all times keep the leased premises in a reasonably neat and orderly condition and clean and free from rubbish and dirt. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the said premises and shall commit or suffer no waste of the said demised premises or maintain any nuisance thereon.
23. **DESTRUCTION OF PREMISES**: In the event of damage to or destruction of any improvements which are to be erected on said real property pursuant to the terms of this Lease, during the term of said Lease, from any cause covered by the insurance required hereunder, Lessee shall forthwith repair or rehabilitate the same. Such damage or destruction shall in no wise annul or void this Lease.
24. **LATE PAYMENT PENALTY**: All lease payments that are not paid by the due date are considered delinquent and shall be assessed a ten (10) percent penalty which shall be considered a part of the rent and shall be due and payable with the rent payment.
25. **OPTION TO EXTEND TERM OF LEASE**: Conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, Lessor does hereby grant to Lessee an option to automatically extend the lease term for 3 additional 1 year terms, on like terms and conditions, with the rent adjusted according to paragraph 3, and provided that the Lessee, at the least 90 days prior to the end of the then current term, gives written notice of its intent to exercise its option. Lessee's right to renew shall be conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire

Lessee Initials: \_\_\_\_\_  
Vacant Land Lease

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term of the lease, and any non-compliance with any term or provision of this lease by Lessee, regardless of whether notice was given by Lessor or whether the non-compliance was cured, shall constitute sufficient cause by Lessor to choose to refuse renewal of this lease.]

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

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

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

The Lessor shall have the right, but not the obligation, to inspect, investigate, sample and/or monitor any property at the airport, including any soil, water, groundwater or other sampling, and any other testing,

Lessee Initials: \_\_\_\_\_  
Vacant Land Lease

Lessor Initials: \_\_\_\_\_

digging, drilling or analyses, at any time, to determine whether the Lessee is complying with the requirements of this section, or of any other law, and in connection therewith, the Lessee shall provide the Lessor with full access to all relevant facilities, records and personnel.

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

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

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

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

33. **STORMWATER POLLUTION:** Lessee agrees to prepare and adhere to a Stormwater Pollution Prevention Plan that meets the requirements of federal and state law and that is approved by Lessor. Lessee agrees to provide a copy of said plan to Lessor.
34. **LITIGATION VENUE:** The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Levy County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Northern District of Florida.
35. **BENEFIT:** This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the legal representative successors and assigns of the parties hereto.

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36. **ENTIRE AGREEMENT; APPLICATIONS INCORPORATED:** This lease represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. Any such modification on the part of the Lessor shall not be effective unless considered at a public meeting and approved by majority vote of the Williston City Council. All information provided by Lessee in the lease application process is incorporated herein by reference. Lessee warrants that all information provided to
37. **SECURITY DEPOSIT:** Lessor acknowledges receipt of \$ \_\_\_\_\_ as a security deposit for faithful performance by Lessee of Lessee's obligations under this lease. If Lessee faithfully performs the lease obligations and timely surrenders possession of the premises, Lessor will repay the security deposit, without interest, within 30 days after expiration of the term. If Lessee vacates or is removed from the premises because of Lessee's default before expiration of the term, Lessor may apply the security deposit to all damages sustained. Any deposit balance that remains on the expiration date of the term will be paid to Lessee within 30 days.
38. **MEMORANDUM OF LAND LEASE AGREEMENT:** The parties hereto agree to execute a memorandum of this Land Lease Agreement to be recorded with the Clerk of Courts of Levy County, Florida on or before sixty (60) days after the date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

LESSEE:

\_\_\_\_\_  
Brian Hernandez

LESSOR:

CITY OF WILLISTON

BY: \_\_\_\_\_  
PRESIDENT, CITY COUNCIL

ATTEST: \_\_\_\_\_  
CITY CLERK

Lessee Initials: \_\_\_\_\_  
Vacant Land Lease

Lessor Initials: \_\_\_\_\_

**GUARANTY:**

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

**GUARANTOR:**

By: \_\_\_\_\_  
Individually

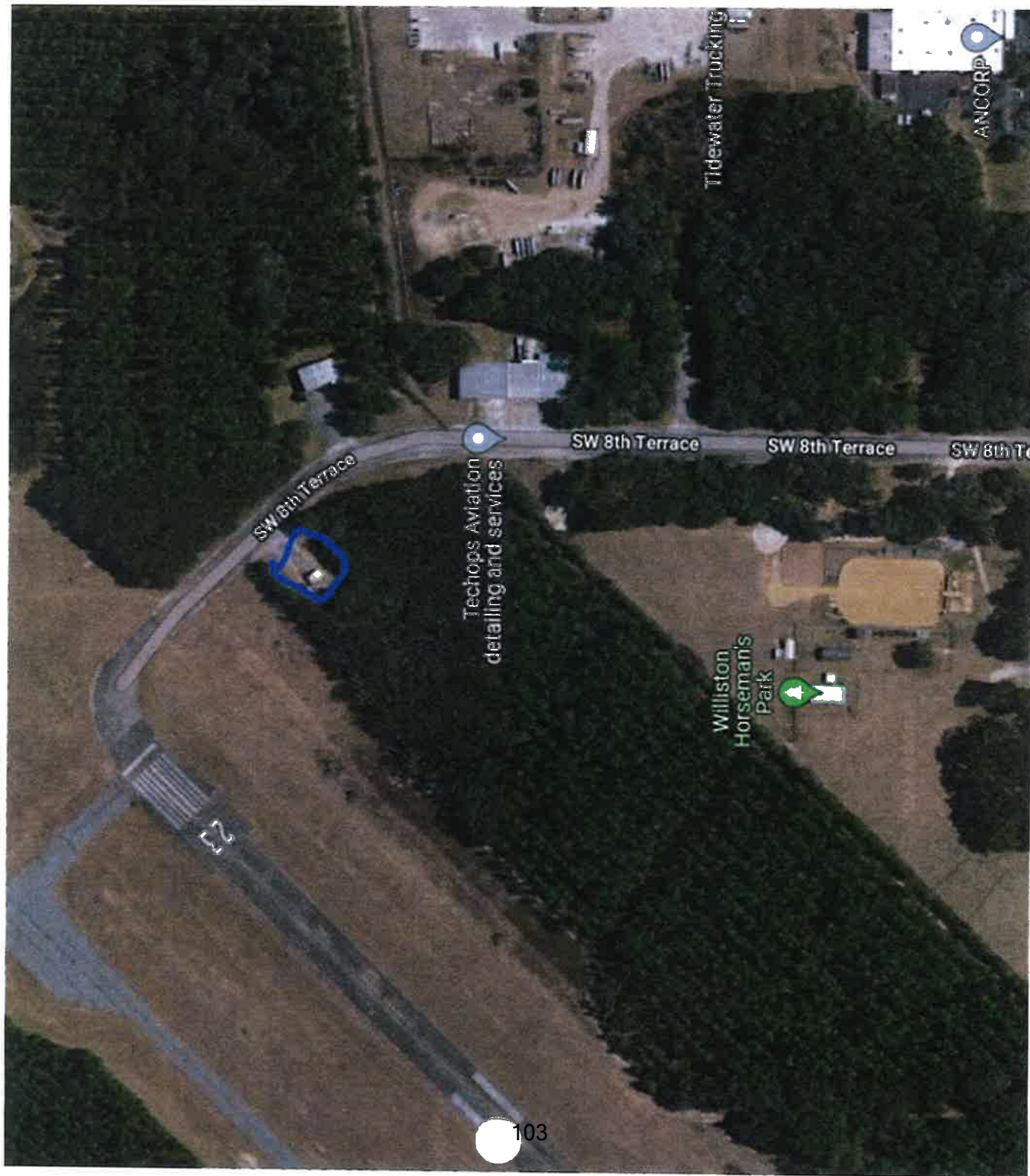
\_\_\_\_\_  
[\*name individual\*]

\_\_\_\_\_  
[\*individual's address\*]

Lessee Initials: \_\_\_\_\_  
Vacant Land Lease

Lessor Initials: \_\_\_\_\_





Prepared by and return to:  
Folds Walker, LLC  
Kiersten N. Ballou, Attorney at Law  
527 E. University Avenue  
Gainesville, FL 32601

**MEMORANDUM OF LAND LEASE**

**THIS MEMORANDUM OF LEASE** entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Williston, Florida, (the "Lessor"), and Brian Hernandez (the "Lessee"),

**WITNESSETH:**

WHEREAS, the Lessor and the Lessee have entered into a Land Lease Agreement dated \_\_\_\_\_, 2023, (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:

Hardstand #15, to be surveyed by lessee. (.671 Acres)

2. Unless sooner terminated as provided in the Lease, the initial term of the Lease is for one year, beginning on January 1, 2023 and ending at midnight on December 31 2024. The Lessee has an option pursuant to the Lease to renew the Lease for up to 3 additional 1-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 \_\_\_\_\_, 2023.

LESSEE:  
\_\_\_\_\_

BY: \_\_\_\_\_  
\_\_\_\_\_

LESSOR:  
CITY OF WILLISTON

BY: \_\_\_\_\_  
PRESIDENT, CITY COUNCIL

ATTEST:  
  
\_\_\_\_\_  
CITY CLERK

*[Remainder of Page Intentionally Left Blank – Notarization on following page]*

STATE OF FLORIDA  
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, 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 \_\_\_\_\_, 202\_\_\_\_, by \_\_\_\_\_, who is personally known to me and did not take an oath.

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

Date: 1-3-2023

## COUNCIL AGENDA ITEM

---

### RESOLUTION 2023-06:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LAND LEASE AGREEMENT FOR VACANT LAND BETWEEN AMP2, LLC AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT WITH A LEGAL DESCRIPTION AS OUTLINED IN THE ATTACHED LAND LEASE AGREEMENT; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**FISCAL IMPACTS:** The addition of another land lease brings more revenue in to the airport, with approximately \$6000/annually per acre. This land lease is for 2 acres and the Tenant has expressed interest in building a hanger on each acre. This will result in addition revenue in fuel sales and an increase in the airports Based Aircraft Inventory Report.

**RECOMMENDED ACTION:** Staff recommends approval.

### ATTACHMENTS:

       CONTRACT                      XX RESOLUTION 2023-06                             MAP  
XX LEASE                                     OTHER DOCUMENTS

### COUNCIL ACTION:

       APPROVED

       DENIED

**RESOLUTION NUMBER 2023-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LAND LEASE AGREEMENT FOR VACANT LAND BETWEEN AMP2, LLC AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT WITH A LEGAL DESCRIPTION AS OUTLINED IN THE ATTACHED LAND LEASE AGREEMENT; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, AMP2, LLC has requested a land lease for vacant land located at the Williston Municipal Airport in order to construct two new hangars; 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 Council President is the appropriate individual to execute documents related to such Land Lease Agreement; and

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

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

**Section 1.** The City Council hereby approves the Land Lease Agreement for Vacant Land between AMP2, LLC and the City of Williston, Florida and the appropriate City Official is 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 3<sup>rd</sup> day of January, 2023.

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

---

Debra Jones, City Council President

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

Approved as to Form and Legality:

---

Latricia Wright, City Clerk

---

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

**LAND LEASE AGREEMENT**  
**VACANT LAND**

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

LESSEE:  
Amp2 LLC  
2569 Holiday Dr  
Kissimmee, FL 32744

**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**, AMP2, LLC ("the Lessee"), is desirous of leasing a certain parcel at the said airport as is hereinafter described for the purpose of building two hangers and additional aircraft storage;

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

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

This Lease contains Two separate parcels described as:

Description: (by surveyor) - New Lease "1A" A portion of land lying within the Williston Municipal Airport, Williston, Florida; Lying in the Northeast 1/4 of 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, a distance of 585.07feet; thence South 01°50'51"West, a distance of 62.20feet; thence North 88°10'04"West, a distance of 420.00feet to the Point-of-Beginning of the herein described lease; thence continue North 88°10'04"West, a distance of 210.00 feet; thence South 01°49'56"West, a distance of 210.00 feet; thence South 88°10'04"East, a distance of 210.00 feet; thence North 01°49'56"East, a distance of 210.00 feet to the said Point-of-Beginning. Containing 1.012 Acres, more or less.

AND

Description: (by surveyor) - New Lease "1B" A portion of land lying within the Williston Municipal Airport, Williston, Florida; Lying in the Northeast 1/4 of Section 14, Township 13 South, Range 18 East, Levy County, Florida; being more particularly described as follows: Commence at the Northeast corner of said

Lessee Initials: \_\_\_\_\_  
Vacant Land Lease

Lessor Initials: \_\_\_\_\_



Section 14 and run thence North 88°09'09"West, along the North line of said Section 14, a distance of 585.07feet; thence South 01°50'51"West, a distance of 62.20feet; thence North 88°10'04"West, a distance of 210.00feet to the Point-of-Beginning of the herein described lease; thence continue North 88°10'04"West, a distance of 210.00 feet; thence South 01°49'56"West,a distance of 210.00 feet; thence South 88°10'04"East,a distance of 210.00 feet; thence North 01°49'56"East,a distance of 210.00 feet to the said Point-of-Beginning. Containing 1.012 Acres, more or less

2. **TERM:** The initial term of this Lease shall be 30 years commencing on February 1, 2023, and ending at midnight, February 1, 2053. 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 \$12,343.16. The rent shall be paid monthly, in advance, in the amount of \$1028.60 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, Toni Englert at 23029 Birdsong LN Christmas, FL 32709 or to such other address as Lessor or Lessee may by writing to the other so designate. Notice to Lessee may also be served by personal delivery.
5. **WARRANTIES OF TITLE AND QUIET POSSESSION:** The Lessor covenants that Lessor is seized of the demised premises and owner in fee simple thereof with the full right to make this Lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the demised premises during the term hereof.
6. **USES ALLOWED AND PROHIBITED:** The Lessee shall use the Premises only for the following purpose: Storage of aircraft. 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.

Lessee Initials: \_\_\_\_\_

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Vacant Land Lease

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

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

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leased premises as a part of the rent payment pursuant to paragraph 3 hereof. If Lessee chooses this option, Lessor shall adjust each month's rent to Lessee so as to reimburse Lessor for its cost of providing such City utility services, said cost to be determined as established by the City's appropriate utility tariffs based on Lessee's monthly metered consumption.

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

15. **INSURANCE:**

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

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

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

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

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

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the event the Lessor relets the Premises, the Lessee shall pay the Lessor any deficiency between the amount received, if any, from such reletting, and the amount of rent and other fees payable by the Lessee hereunder, including Lessor's expenses in connection with re-entry, taking possession, repairing and reletting.

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

21. **CONDEMNATION:** In the event the entire premises hereby leased are taken in condemnation proceedings, the Lessee may cancel the Lease; should a substantial part of said premises be so taken, the Lessee may cancel this Lease or at its option retain the remainder of the premises, which shall be restored to tenantable condition, then the rental shall be apportioned; the rental thereafter shall be reduced in proportion to the amount of loss as a result of condemnation proceedings.
22. **CLEANLINESS:** Lessee shall at all times keep the leased premises in a reasonably neat and orderly condition and clean and free from rubbish and dirt. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the said premises and shall commit or suffer no waste of the said demised premises or maintain any nuisance thereon.
23. **DESTRUCTION OF PREMISES:** In the event of damage to or destruction of any improvements which are to be erected on said real property pursuant to the terms of this Lease, during the term of said Lease, from any cause covered by the insurance required hereunder, Lessee shall forthwith repair or rehabilitate the same. Such damage or destruction shall in no wise annul or void this Lease.
24. **LATE PAYMENT PENALTY:** All lease payments that are not paid by the due date are considered delinquent and shall be assessed a ten (10) percent penalty which shall be considered a part of the rent and shall be due and payable with the rent payment.
25. **OPTION TO EXTEND TERM OF LEASE:** Conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, Lessor does hereby grant to Lessee an option

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to extend the lease term for 4 additional 5-year terms, on like terms and conditions, with the rent adjusted according to paragraph 3, and provided that the Lessee, at the least 90 days prior to the end of the then current term, gives written notice of its intent to exercise its option. Lessee's right to renew shall be conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, and any non-compliance with any term or provision of this lease by Lessee, regardless of whether notice was given by Lessor or whether the non-compliance was cured, shall constitute sufficient cause by Lessor to choose to refuse renewal of this lease.]

26. **BANKRUPTCY**: The Lessee agrees that if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety days after such appointment, then the Lessor may, at its option, declare the termination of this Lease agreement shall forthwith be entitled to immediate possession of the Premises.
27. **END OF TENANCY**: The Lessee will yield up the Premises and all additions thereto (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.
28. **PART OF MUNICIPAL AIRPORT**: It is understood and agreed by and between the parties hereto that the said property is a portion of the Williston Municipal Airport and, therefore, notwithstanding anything contained that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport. This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Lessor acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the deed of said lands to the Lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the United States of America, the State of Florida, or the Lessor pertaining to the Williston Airport. These terms and conditions include, but are not limited to, requirements that the Lessor obtain Fair market value rent for the leased premises for the duration of the lease term.
29. **NONDISCRIMINATION**: The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) and that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, department of transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and

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as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to re-enter and as if said Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations Part 21 are followed and completed including exercise or expiration of appeal rights.

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

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

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confidential) relating to water discharges, air pollution, water generation or disposal, underground storage tanks or Hazardous Materials.

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

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

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

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

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

33. **STORMWATER POLLUTION:** Lessee agrees to prepare and adhere to a Stormwater Pollution Prevention Plan that meets the requirements of federal and state law and that is approved by Lessor. Lessee agrees to provide a copy of said plan to Lessor.
34. **LITIGATION VENUE:** The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Levy County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Northern District of Florida.

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Lessor Initials: \_\_\_\_\_

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

***[Remainder of Page Intentionally Left Blank – Signatures on Following Page]***

Lessee Initials: \_\_\_\_\_  
Vacant Land Lease

Lessor Initials: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

LESSEE:  
Amp2 LLC

LESSOR:  
CITY OF WILLISTON

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
PRESIDENT, CITY COUNCIL

ATTEST: \_\_\_\_\_  
CITY CLERK

**GUARANTY:**

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

**GUARANTOR:**

By: \_\_\_\_\_  
Individually

\_\_\_\_\_  
[\*name individual\*]

\_\_\_\_\_  
[\*individual's address\*]

Lessee Initials: \_\_\_\_\_  
Vacant Land Lease

Lessor Initials: \_\_\_\_\_

Prepared by and return to:  
Folds Walker, LLC  
Kiersten N. Ballou, Attorney at Law  
527 E. University Avenue  
Gainesville, FL 32601

### **MEMORANDUM OF LAND LEASE**

**THIS MEMORANDUM OF LEASE** entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Williston, Florida, (the "Lessor"), and Amp2, LLC (the "Lessee"),

### **WITNESSETH:**

WHEREAS, the Lessor and the Lessee have entered into a Land Lease Agreement dated \_\_\_\_\_, 2023, (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:

This Lease contains Two separate parcels described as:

Description: (by surveyor) - New Lease "1A" A portion of land lying within the Williston Municipal Airport, Williston, Florida; Lying in the Northeast 1/4 of 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, a distance of 585.07feet; thence South 01°50'51"West, a distance of 62.20feet; thence North 88°10'04"West, a distance of 420.00feet to the Point-of-Beginning of the herein described lease; thence continue North 88°10'04"West, a distance of 210.00 feet; thence South 01°49'56"West, a distance of 210.00 feet; thence South 88°10'04"East, a distance of 210.00 feet; thence North 01°49'56"East, a distance of 210.00 feet to the said Point-of-Beginning. Containing 1.012 Acres, more or less.

AND

Description: (by surveyor) - New Lease "1B" A portion of land lying within the Williston Municipal Airport, Williston, Florida; Lying in the Northeast 1/4 of 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, a distance of 585.07feet; thence South 01°50'51"West, a distance of 62.20feet; thence North 88°10'04"West, a distance of 210.00feet to the Point-of-Beginning of the herein described lease; thence continue North 88°10'04"West, a distance of 210.00 feet; thence South 01°49'56"West, a distance of 210.00 feet; thence South 88°10'04"East, a distance of 210.00 feet; thence North 01°49'56"East, a distance of 210.00 feet to the said Point-of-Beginning. Containing 1.012 Acres, more or less

2. Unless sooner terminated as provided in the Lease, the initial term of the Lease is for Thirty years, beginning on February 1, 2023, and ending on February 1, 2053. The Lessee has an option pursuant to the Lease to renew the Lease for up to four additional five-year terms.

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

IN WITNESS WHEREOF, the parties have executed this Memorandum of Land Lease this \_\_\_\_ day of \_\_\_\_\_, 2023.

LESSEE:  
AMP2, LLC

LESSOR:  
CITY OF WILLISTON

BY: \_\_\_\_\_  
TITLE:

BY: \_\_\_\_\_  
PRESIDENT, CITY COUNCIL

ATTEST:

\_\_\_\_\_  
CITY CLERK

***[Remainder of Page Intentionally Left Blank – Notarization on following page]***

STATE OF FLORIDA  
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, 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 \_\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_, who is personally known to me and did not take an oath.

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



## **CITY COUNCIL AGENDA ITEM**

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**January 3rd, 2023**

**TOPIC: Discussion with Possible Action / Public Workshop for Annual Utilities Rate Adjustments (Electric, Gas, Water, Sewer, Stormwater)**

**REQUESTED BY: Donald Barber, Public Works Supervisor**

### **BACKGROUND / DESCRIPTION:**

Economic conditions and proper business planning are essential to Utility Rate establishments. Staff is requesting council to start an annual utility rate workshop every February. This will allow for changes that may or may not take effect to be calculated into the fiscal budget cycle.

The City of Williston has seen the harmful effects of neglecting the rate discussions for an extensive period of time. This will not only be a time to address growth or possible recession, but prevent harmful spikes to residents, or drastic cuts to service levels.

**LEGAL REVIEW: NO**

**FISCAL IMPACTS: YES / Budget Planning**

**RECOMMENDED ACTION: Staff recommends an ANNUAL Workshop**

**ATTACHMENTS: NONE**

**ACTION:**

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

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



**Date: January 3, 2023**

**COUNCIL AGENDA ITEM**

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**TOPIC: DISCUSSION WITH POSSIBLE ACTION: MAKING ALL CITY PARKS TOBACCO FREE.**

**REQUESTED BY: COUNCIL PRESIDENT DEBRA JONES**  
**PREPARED BY: CITY CLERK LATRICIA WRIGHT**

**BACKGROUND / DESCRIPTION: PROHIBIT TOBACCO IN ALL MUNICIPALLY OWNED AND OPERATED PARKS.**

**LEGAL REVIEW:**

**FISCAL IMPACTS:**

**RECOMMENDED ACTION: Approve**

**ATTACHMENTS: CS/HB 105**

**COMMISSION ACTION:**

☐ **APPROVED**

☐ **DISAPPROVED**

## HOUSE OF REPRESENTATIVES STAFF FINAL BILL ANALYSIS

**BILL #:** CS/HB 105 Regulation of Smoking by Counties and Municipalities

**SPONSOR(S):** Health & Human Services Committee, Fine and others

**TIED BILLS:** **IDEN./SIM. BILLS:** CS/CS/SB 224

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**FINAL HOUSE FLOOR ACTION:** 105 Y's      10 N's      **GOVERNOR'S ACTION:** Approved

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### SUMMARY ANALYSIS

CS/HB 105 passed the House on February 24, 2022, and subsequently passed the Senate on March 2, 2022.

The Florida Clean Indoor Air Act (FCIAA), implements Article X, Section 20 of the Florida Constitution. Article X, Section 20 of the Florida Constitution prohibits a person from smoking tobacco or using a vapor-generating electronic device in an enclosed indoor workplace, with certain exceptions. Current law preempts the regulation of smoking and does not allow counties or municipalities to regulate smoking.

CS/HB 105 amends the FCIAA to allow counties and municipalities to restrict smoking within the boundaries of any public beach or park they own, except for unfiltered cigars.

The bill changes the title of the "Florida Clean Indoor Air Act" to the "Florida Clean Air Act" to account for the broader application of the act proposed in the bill.

The bill has no fiscal impact on state government and an indeterminate, negative fiscal impact on local governments.

The bill was approved by the Governor on June 24, 2022, ch. 2022-213, L.O.F., and will become effective on July 1, 2022.

## I. SUBSTANTIVE INFORMATION

### A. EFFECT OF CHANGES:

#### Present Situation

##### **Smoking Regulation**

While the Food and Drug Administration (FDA) regulates the manufacture, distribution, and marketing of tobacco and vaping products, it does not regulate smoking or vaping in public places – leaving that to the states.

In 1985, the Florida Legislature enacted the Florida Clean Indoor Air Act (FCIAA)<sup>1</sup> to protect the public health, comfort, and environment by creating areas in public places and at public meetings that were reasonably free from tobacco smoke. The FCIAA originally prohibited smoking<sup>2</sup> in certain indoor public places (e.g. government buildings, elevators, public transportation, hospitals, day care centers) or common areas of an indoor public place (e.g. lobby, hallway, stairwell, restrooms), but did permit designated smoking areas of specified indoor public places such as places of employment, retail stores, indoor arenas, and restaurants.

#### Article X, Section 20 of the Florida Constitution

In the November 2002 General Election, Floridians voted to create Article X, Section 20 of the Florida Constitution, titled “Workplaces without tobacco smoke,” which further restricted smoking indoors.<sup>3</sup> The purpose of this citizens’ initiative was to protect people from the health hazards of secondhand tobacco smoke by prohibiting smoking in enclosed indoor workplaces, which are defined as:

Any place where one or more persons engage in work,<sup>4</sup> and which place is predominantly or totally bounded on all sides and above by physical barriers, regardless of whether such barriers consist of or include uncovered openings, screened or otherwise partially covered openings; or open or closed windows, jalousies, doors, or the like.<sup>5</sup>

The provision also provided various other definitions and exceptions to the smoking ban, and required the Legislature to implement the section in law by the following legislative session. Accordingly, in 2003, the Legislature amended the FCIAA to conform existing law and implement the constitutional provision in a manner consistent with its broad purpose and stated terms.<sup>6</sup>

In the November 2018 General Election, Floridians passed Amendment No. 9, which amended Article X, Section 20 of the Florida Constitution, banning the use of vapor-generating electronic devices, or vaping, in enclosed indoor workplaces, consistent with the prohibition on tobacco smoking.<sup>7</sup>

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<sup>1</sup> Ch. 386, Part II, F.S.; ch. 85-257, Laws of Fla.

<sup>2</sup> “Smoking” is defined as “inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lighted product. S. 386.203(11), F.S.

<sup>3</sup> Text available at: <https://dos.elections.myflorida.com/initiatives/fulltext/pdf/34548-1.pdf> (last visited March 3, 2022). The constitutional provision does not preclude the Legislature from enacting more restrictive regulation of tobacco smoking.

<sup>4</sup> “Work” is defined as “any persons providing any employment or employment-type service for or at the request of another individual or individuals or any public or private entity, whether for compensation or not, whether full or part-time, whether legally or not.” Fla. Const., art. X, s. 20. “Work” includes, without limitation, any such service performed by an employee, independent contractor, agent, partner, proprietor, manager, officer, director, apprentice, trainee, associate, servant, volunteer, and the like. The term does not include noncommercial activities performed by members of a membership association. S. 386.203(17), F.S.

<sup>5</sup> The smoking ban applies to all enclosed indoor workplaces regardless of whether work is occurring at any given time, Fla. Const., art. X, s. 20.

<sup>6</sup> Ch. 2003-398, Laws of Fla.

<sup>7</sup> Text available at: p. 26-30 <https://dos.myflorida.com/media/699824/constitutional-amendments-2018-general-election-english.pdf> (last visited March 3, 2022). Note: Amendment No. 9 also amended article II, section 7 of the Florida Constitution to ban offshore oil and gas drilling.

The FCIAA prohibits smoking and vaping in an enclosed indoor workplace, unless it is a:<sup>8</sup>

- Private residence that is not being used commercially to provide child care, adult care, or health care, or any combination thereof;
- Retail tobacco shop;
- Designated smoking guest room in a public lodging establishment;
- Stand-alone bar;<sup>9</sup>
- Smoking cessation program or medical or scientific research; or
- Customs smoking room in an airport.

However, an owner, lessee, or a person otherwise in control of an enclosed indoor workplace may further prohibit or limit smoking or vaping therein.<sup>10</sup>

Additionally, no one under the age of 18 years old may smoke tobacco or vape in, on, or within 1,000 feet of a public or private grade school between 6 a.m. and midnight.<sup>11</sup> Violators of this provision are subject to a citation from a law enforcement officer.<sup>12</sup>

Persons in charge of enclosed indoor workplaces are required to develop and implement smoking and vaping prohibition policies in line with the FCIAA requirements.<sup>13</sup> Persons in charge of a smoking or vaping cessation program, medical or scientific research, or an airport terminal that includes a customs smoking room must all post signs clearly stating that smoking is only permitted in the designated areas.<sup>14</sup> Additionally, public transportation carriers in certain locations are required to make regular announcements regarding the smoking and vaping prohibition.<sup>15</sup>

The Department of Health (DOH) and the Department of Business and Professional Regulation (DBPR) are each responsible for the enforcement of the FCIAA as it relates to their respective areas of regulatory authority.<sup>16</sup> If an enclosed indoor work place violates the FCIAA and does not correct the violation within 30 days, DOH or DBPR may impose fines against the owner and pursue compliance in circuit court, if necessary.<sup>17</sup> Additionally, any person who violates the FCIAA by smoking or vaping in an enclosed indoor work place commits a noncriminal violation and may be subject to a fine of up to \$100 for the first violation and up to \$500 for each subsequent violation.<sup>18</sup>

Currently, the state preempts the regulation of smoking and does not allow counties or municipalities to regulate smoking, except school districts may further restrict smoking on school district property.<sup>19</sup> The

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<sup>8</sup> Ss. 386.204 and 386.2045, F.S. Additionally, s. 386.203(5), F.S., by definition of an "enclosed indoor workplace," excludes any facility owned or leased by and used exclusively for noncommercial activities performed by the members and guests of a membership association, including social gatherings, meetings, dining, and dances, if no person or persons are engaged in work.

<sup>9</sup> A stand-alone bar is a licensed premises that predominantly or totally serves alcoholic beverages and in which serving food is merely incidental to the sale of alcohol. Also, it must not share a common entryway or indoor area with a business that predominantly serves food during the hours the stand-alone bar is operating its business, s. 386.203(11), F.S. See also s. 561.695, F.S.

<sup>10</sup> Fla. Const., art X, sec. 20(b).

<sup>11</sup> S. 386.212(1), F.S.

<sup>12</sup> S. 386.212(2), F.S.

<sup>13</sup> S. 386.206(1), F.S.

<sup>14</sup> S. 386.206(2)-(3), F.S.

<sup>15</sup> S. 386.211, F.S.

<sup>16</sup> Ss. 386.207(1) and 561.695, F.S. DBPR enforces the FCIAA in restaurants, bowling centers, dog tracks, horse tracks, bars, billiards, bingo halls (with food service), and civic/fraternal organizations. DOH enforces the FCIAA in all facilities not regulated by DBPR. Florida Department of Health, *Florida Clean Indoor Air Act, Enforcement*, <http://www.floridahealth.gov/PROGRAMS-AND-SERVICES/prevention/tobacco-free-florida/indoor-air-act/index.html> (last visited March 3, 2022).

<sup>17</sup> S. 386.207(3), F.S.

<sup>18</sup> S. 386.208, F.S.

<sup>19</sup> S. 386.209, F.S.

state does not currently preempt the regulation of vaping. Thus, local governments impose more restrictive regulation on the use of vapor-generated electronic devices.<sup>20</sup>

## County and Municipally Owned Parks

The Division of Recreation and Parks within the Florida Department of Environmental Protection maintains a comprehensive inventory of the existing park facilities and outdoor resources in Florida. The inventory provides details about the parks and recreation areas in the state and contains information on more than 13,000 outdoor recreational facilities in Florida, the majority of which are county and municipal parks.<sup>21</sup>

There are 67 county park systems and more than 400 municipal park systems in the state.<sup>22</sup> Such parks provide a wide variety of activities to the public, including nature trails, bird watching, youth and adult athletics, bike paths, horse trails, boat ramps, fishing piers, outdoor gyms, and outdoor pavilions.<sup>23</sup> For example, Orange County maintains and operates 118 county-owned parks, which consist of a wide array of available activities and facilities.<sup>24</sup> Additionally, municipalities within Orange County also own and operate parks and outdoor recreational facilities. For example, the City of Winter Park owns and operates 11 city parks, which offer similar recreational activities to county-owned parks.<sup>25</sup>

## Public Beaches

Florida has 825 miles of sandy coastline, attracting over 19 million tourists each year.<sup>26</sup> A significant portion of Florida's beaches is publicly owned, including federally-owned areas managed by the National Park Service, parts of Florida's 175 state parks, and the many beaches owned and managed by local governments on the coast.<sup>27</sup> In general, access to these beaches is free through the numerous public access points along the coast however; some state parks, counties and municipalities charge an access fee.

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<sup>20</sup> Id.; "Vapor-generating electronic devices" means any product that employs an electronic, a chemical, or a mechanical means capable of producing vapor or aerosol from a nicotine product or any other substance, including, but not limited to, an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar device or product, any replacement cartridge for such device, and any other container of a solution or other substance intended to be used with or within an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar device or product.

<sup>21</sup> Florida Division of Recreation and Parks, *Florida Outdoor Recreation Inventory*, <https://floridadep.gov/parks/florida-outdoor-recreation-inventory> (last visited March 3, 2022).

<sup>22</sup> Florida Department of Environmental Protection, Division of Recreation and Parks, *Frequently Asked Questions*, <https://prodenv.dep.state.fl.us/DrpOrpcr/StaticFiles/FAQ.pdf> (last visited March 3, 2022).

<sup>23</sup> Id.

<sup>24</sup> Orange County Government Florida, *Parks*, <http://www.orangecountyfl.net/CultureParks/Parks.aspx> (last visited March 3, 2022).

<sup>25</sup> City of Winter Park, *Parks*, <https://cityofwinterpark.org/departments/parks-recreation/parks-playgrounds/parks/> (last visited March 3, 2022).

<sup>26</sup> Department of Environmental Protection, *Beaches*, <https://floridadep.gov/water/beaches> (last visited at March 3, 2022).

<sup>27</sup> National Park Service, Canaveral National Seashore, *Natural Features & Ecosystems*, <https://www.nps.gov/cana/learn/nature/naturalfeaturesandecosystems.htm> (last visited March 3, 2022). Canaveral National Seashore's 24 miles of undeveloped beach is the longest such stretch on the east coast of Florida; National Park Service, Gulf Islands National Seashore, *Things To Do*, <https://www.nps.gov/guis/planyourvisit/things2do.htm> (last visited March 3, 2022). Gulf Islands National Seashore stretches for 160 miles along the coasts of both Florida and Mississippi; DEP, *Beaches and Coasts at Florida State Parks*, <https://www.floridastateparks.org/learn/beaches-and-coasts-florida-state-parks> (last visited March 3, 2022). Florida's state parks include 100 miles of beaches; DEP, *Map of Florida's Coastal Counties*, <https://floridadep.gov/fco/fcmp/documents/map-floridas-coastal-counties> (last visited March 3, 2022); Beaches in coastal counties are important for tourism and Florida's "brand"; DEP, Florida Coastal Management Program, *Final Assessment and Strategies, FY 2016 – FY 2020*, 30 (2015) [https://floridadep.gov/sites/default/files/FCMP\\_FY2016-20\\_Assessment.pdf](https://floridadep.gov/sites/default/files/FCMP_FY2016-20_Assessment.pdf) (last visited March 3, 2022). Based on shoreline access sites, there are approximately 439 miles of public saltwater beach in Florida.

## Health Concerns

In 2021, an estimated 15.5 percent of the adults in Florida were tobacco smokers.<sup>28</sup> Tobacco smoke contains over 7,000 chemicals, including hundreds that are toxic and up to 69 that are known to cause cancer.<sup>29</sup> More than 480,000 deaths annually in the United States are caused by cigarette smoking, with exposure to secondhand smoke causing an estimated 41,000 deaths each year.<sup>30</sup> Secondhand smoke is generally defined as smoke from burning tobacco products or smoke that is exhaled by a tobacco smoker.<sup>31</sup> Exposure to secondhand smoke can cause numerous health problems and has been causally linked to cancer and other fatal diseases.<sup>32</sup> Studies suggest that secondhand smoke in crowded outdoor areas can cause concentrations of air contaminants comparable to those caused by indoor smoking.<sup>33</sup>

## Effect of Proposed Changes

### Smoking Regulation

CS/HB 105 narrows the existing preemption of smoking regulation to the state: it authorizes counties and municipalities to restrict smoking within the boundaries of any public beaches and public parks they own. Municipalities may also restrict smoking within the boundaries of public beaches and public parks that are within their jurisdiction, but owned by the county, unless such restriction conflicts with county ordinance. However, counties and municipalities may not restrict the smoking of unfiltered cigars in these settings.

The bill changes the title of Part II of ch. 386, F.S., from “Indoor Air: Smoking and Vaping” to “Smoking and Vaping” to conform to the bill’s expansion of the act to address outdoor smoking.

The bill makes conforming changes.

The bill provides an effective date of July 1, 2022.

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<sup>28</sup> United Health Foundation, America’s Health Rankings, *Annual Report*, <https://www.americashealthrankings.org/explore/annual/measure/Smoking/state/FL> (last visited March 3, 2022).

<sup>29</sup> *Id.*; U.S. Department of Health and Human Services, *The Health Consequences of Smoking—50 Years of Progress: A Report of the Surgeon General*, 148 (2014), <https://www.surgeongeneral.gov/library/reports/50-years-of-progress/full-report.pdf> (last visited March 3, 2022).

<sup>30</sup> Centers for Disease Control and Prevention, *Tobacco-Related Mortality*, [https://www.cdc.gov/tobacco/data\\_statistics/fact\\_sheets/health\\_effects/tobacco\\_related\\_mortality/index.htm](https://www.cdc.gov/tobacco/data_statistics/fact_sheets/health_effects/tobacco_related_mortality/index.htm) (last visited March 3, 2022).

<sup>31</sup> Centers for Disease Control and Prevention, *Secondhand Smoke (SHS) Facts*, [https://www.cdc.gov/tobacco/data\\_statistics/fact\\_sheets/secondhand\\_smoke/general\\_facts/index.htm](https://www.cdc.gov/tobacco/data_statistics/fact_sheets/secondhand_smoke/general_facts/index.htm) (last visited March 3, 2022).

<sup>32</sup> *Id.*

<sup>33</sup> Nipapun Kungskulniti et al., *Secondhand Smoke Point-Source Exposures Assessed By Particulate Matter At Two Popular Public Beaches in Thailand*, 40 J. Public Health 3, 527–532 (2017), <https://academic.oup.com/jpubhealth/article/40/3/527/4110319?questAccessKey=5947c328-fd75-4b6c-acfe-28f989c4c639> (last visited March 3, 2022); James Repace, *Benefits of Smoke-free Regulations in Outdoor Settings: Beaches, Golf Courses, Parks, Patios and in Motor Vehicles*, 34 WM Mitchell L. Rev. 1621, 1622–1624, 1638 (2008), <https://open.mitchellhamline.edu/wmlr/vol34/iss4/15/> (last visited March 3, 2022).

## II. FISCAL ANALYSIS & ECONOMIC IMPACT STATEMENT

### A. FISCAL IMPACT ON STATE GOVERNMENT:

#### 1. Revenues:

None.

#### 2. Expenditures:

None.

### B. FISCAL IMPACT ON LOCAL GOVERNMENTS:

#### 1. Revenues:

To the extent that any imposed smoking restrictions deter or encourage visitation of county and municipal beaches and parks, local governments may experience and indeterminate fluctuation in revenues generated by any fees for beach and park admittance.

#### 2. Expenditures:

Counties and municipalities that opt to restrict smoking within the boundaries of public parks may incur indeterminate expenses related to enacting and enforcing such restrictions.

### C. DIRECT ECONOMIC IMPACT ON PRIVATE SECTOR:

Visitors to county or municipal parks who violate smoking restrictions imposed by a county or municipality may be subject to any applicable fines or civil penalties for such violations.

### D. FISCAL COMMENTS:

None.

ORDINANCE NO. 246

AN ORDINANCE TO PROVIDE A PROHIBITION AS TO THE CONSUMPTION OR POSSESSION OF ANY ALCOHOLIC BEVERAGES IN A PUBLICLY OWNED PARK, RECREATION AREA, PUBLIC SCHOOL PROPERTY, MUNICIPALLY OWNED AND OPERATED RECREATION CENTERS OR SWIMMING POOL, AND MUNICIPAL STADIUM; PROVIDING A PROHIBITION AGAINST HAVING ANY ALCOHOLIC BEVERAGES IN AN OPEN CONTAINER ON ANY PUBLIC STREET, THOROUGHFARE, SIDEWALK, OR ANY PUBLICLY OWNED PARKING LOT FACILITY IN THE CITY, OR ON PRIVATE PROPERTY, EXCEPT WHEN, AS A LAWFUL GUEST, WITH THE CONSENT OF THE OWNER OR PERSON IN CHARGE OF SUCH PRIVATE PROPERTY; and PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, in regular session as follows:

Section 1. The Code of Ordinances of the City of Williston, Chapter 4 is amended to add Section 4-15, as follows:

Sec. 4-15. Consumption, possession, prohibitions.

(a) Parks, similar areas. It shall be unlawful for any person to consume or to have in his or her possession any alcoholic beverages (beer, wine and whiskey) in a publicly owned park or recreation area, or on any public school property, or at any municipally owned and operated recreation centers or swimming pools, or at the stadium, located at S. E. Sixth Street and S. E. Third Avenue, commonly known as the "Williston Municipal Stadium" or "Ball Park".

(b) Other areas generally. It shall be unlawful for any person to consume or have in his or her possession any alcoholic beverages (beer, wine and whiskey) in an open container on any public street, thoroughfare, sidewalk, or on any publicly owned parking facility in the city; nor shall




any person consume or have in his or her possession any alcoholic beverages in an open container on any private property, except as a lawful guest and with the consent of the owner or person in charge of such private property.

Section 2. This Ordinance shall take effect on March 1, 1980.

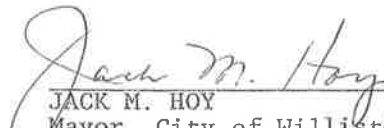
CITY OF WILLISTON

ATTEST:

  
J. E. STELL, City Clerk

By:   
M. K. GRIFFITH  
President, City Council

Approved by me, as Mayor of the City of Williston, Florida, on this 5<sup>th</sup> day of Feb, 1980.

  
JACK M. HOY  
Mayor, City of Williston

**Date: January 3, 2023**

**COUNCIL AGENDA ITEM**

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**TOPIC: Discussion: New Changes in Florida Election Laws.**

**REQUESTED BY: CITY CLERK LATRICIA WRIGHT**

**PREPARED BY: CITY CLERK LATRICIA WRIGHT**

**BACKGROUND / DESCRIPTION: SB 90: ALL VOTE BY MAIL REQUESTS CURRENTLY ON FILE WILL BE GOOD THROUGH THE END OF 2022.**

**LEGAL REVIEW:**

**FISCAL IMPACTS:**

**RECOMMENDED ACTION:**

**ATTACHMENTS: NEW LAW CHANGES IN FLORIDA ELECTION**

**COMMISSION ACTION:**

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

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

# New Changes in Florida Election Laws

The Florida Legislature passed SB 90, an election administration bill revising certain sections of the Florida Election Code. On May 6, 2021 Governor DeSantis signed the bill into law, with immediate effect. A brief explanation of changes that may affect voters is provided here:

## Vote-by-Mail (Absentee) Requests

One request for a Vote-by-Mail ballot will cover all elections through the end of the calendar year of the next scheduled general election. All requests currently on file will be good through the end of 2022.

A voter requesting a Vote-by-Mail ballot for himself/herself in writing, in person or by phone must provide:

- • Voter's name
- • Voter's address
- • Voter's date of birth
- • Voter's Florida Driver License or Florida ID Card number, or the last four digits of his/her Social Security number
- • Voter's signature (written requests only)

An immediate family member or legal guardian requesting a ballot on behalf of a voter must provide, in addition to the voter's information above:

- • Requestor's name
- • Requestor's address
- • Requestor's date of birth
- • Requestor's Florida Driver License or Florida ID Card number or last four of his/her Social Security number
- • Requestor's relationship to the voter
- • Requestor's signature (written requests only)

A designee who is picking up or returning Vote-by-Mail ballots for another voter, may lawfully possess only his or her own ballot and those of immediate family members, in addition to two other ballots. Immediate family includes spouse or parent, child, grandparent, grandchild, or sibling of the designee or designee's spouse.