

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

DATE: TUESDAY, JANUARY 17, 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 – INTRODUCTION OF NEW POLICE OFFICER: CHIEF MIKE ROLLS.

ITEM – 3 – PUBLIC PARTICIPATION

ITEM – 4 – CONSENT AGENDA – (pp 4-7)

- Council minutes from January 3, 2023

ITEM – 5 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD
- STAFF
- COUNCIL
- MAYOR

ITEM – 6 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: APPLYING FOR AN SCBA GRANT THROUGH THE ASSISTANCE TO FIREFIGHTER GRANT PROGRAM. (FEMA) THE GRANT IS FOR \$300,000.00 WITH A 10% MATCH. FIRE CHIEF LAMAR STEGALL.

OPEN PUBLIC HEARING

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

- B. 2ND 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 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. CITY MANAGER TERRY BOVARID/DONALD BARBER PUBLIC WORKS SUPERVISOR. (pp 8-25)

CLOSE PUBLIC HEARING

- C. RESOLUTION 2023-02: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE PURCHASE OF ONE (1) 2023 CHEVROLET TAHOE FOR THE WILLISTON POLICE DEPARTMENT FROM BRANNEN MOTOR COMPANY. POLICE CHIEF MIKE ROLLS. (pp 26-28)
- D. RESOLUTION 2023-07: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE A LAND LEASE AGREEMENT FOR VACANT LAND BETWEEN GAINESVILLE AIRCRAFT SALES AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT WITH A LEGAL DESCRIPTION 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 29-45)

ITEM – 7 – PUBLIC PARTICIPATION

ITEM - 8 - ANNOUNCEMENTS

ITEM – 9 – ADJOURNMENT

NEXT SCHEDULED COUNCIL MEETING FEBRUARY 7, 2023, AT 6:00 P.M.

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

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

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

Meeting ID: 069017976

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

Or dial:

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

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

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

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, 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

Opening prayer and Pledge of Allegiance led by Mayor Goodman.

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

Item “G” on attachment “Final Count Day changed from April 7th to April 6th. Motion to approve agenda as amended by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 5-0.

ITEM – 2 – PUBLIC PARTICIPATION – None

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

- Council minutes from December 6, 2022

ITEM – 4 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD – Gave update on the HR position, The lease agreement between City of Williston and Central Florida Community Action Agency.
- STAFF – Chief Rolls passed out flyer regarding missing teen in Williston, and discussed the two donated computer for the police cars is up and running. There was a total of 5 DUI arrest during December.
- COUNCIL – Councilmember Ross asked about Pesso’s property. Attorney Ballou said their office filed a default on the property and are waiting to hear back from the judge.
- MAYOR – announced January 9th is Law Enforcement Appreciation Day and January 11th is Human Trafficking Awareness Day. The Williston Community Animal Shelter received a \$10,000 donation.

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ITEM – 5 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: JAY BEASLEY: STADIUM PARK SIDEWALK CONTRACT. After much discussion Council President Jones asked Mr. Beasley to check on the second bid he receive for paving the sidewalk.

OPEN PUBLIC HEARING

- B. 2ND 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. – City Clerk swore in City Planner Laura Jones. Motion to approve Ordinance 705 by Councilmember Bullock. Seconded by Councilmember Cox. Motion carried 5-0.
- C. 2ND 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. – City Clerk swore in City Planner Laura Jones and applicant Clay Swagger. Motion to approve Ordinance 706 by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 5-0.

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. – Consensus from the Council to have public meeting Tuesday January 17th at 4:30 p.m.
- 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

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CONTRACT WITH DIALMYCALL.COM; AND PROVIDING AN EFFECTIVE DATE. IT DIRECTOR AARON MILLS/PUBLIC WORKS SUPERVISOR DONALD BARBER. Motion to approve Resolution 2023-01 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 5-0.

- 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. – Motion to approve Resolution 2023-Vice President Robinson. Seconded by Councilmember Ross and Bullock. Motion carried 5-0.
- 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. – Motion to approve Resolution 2023-04 by Councilmember Bullock. Seconded by Vice-President Robinson. Motion carried 5-0.
- 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 PROVIDING FOR AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. – Motion to approve Resolution 2023-05 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 5-0.
- 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. – Applicant would like to change their name on the least agreement to Mega Watts Holding, LLC instead of AMP2, LLC. Add language of “build within 1 year and build the seconded hangar within 2 years” to the lease agreement. Motion to approve Resolution as amended by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 5-0.

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- J. DISCUSSION WITH POSSIBLE ACTION: PUBLIC WORKSHOP FOR ANNUAL UTILITIES RATE ADJUSTMENTS (ELECTRIC, GAS, WATER, SEWER, STORMWATER) PUBLIC WORKS SUPERVISOR DONALD BARBER. – Workshop for Utility rate adjustment scheduled for March 7th at 5:00 p.m.
- K. DISCUSSION WITH POSSIBLE ACTION: MAKE ALL CITY PARKS TOBACCO FREE. COUNCIL PRESIDENT DEBRA JONES. – Council asked to have the group “SWAT” come out and give presentation regarding smoking.
- L. DISCUSSION: CHANGE IN VOTE BY MAIL LAW. CITY CLERK LATRICIA WRIGHT. – City Clerk discussed the new law that went into effect cancelling all the Vote-By-Mail request. People will need to re-register for Vote-by-mail ballots if they did not register by the end of December 2022.

ITEM – 6 – PUBLIC PARTICIPATION – Jackie Appling thanked everyone for their support at Movie in the Park at Cornelius Williams Park in December.

ITEM - 7 – ANNOUNCEMENTS Councilmember Ross thanked everyone he has worked with over the years as a Council member and has decided to not seek another term. Councilmember Bullock announced the 2nd annual baseball cookoff which will be held the last Saturday in January at the Etheridge Farm, it's \$120 a team.

ITEM – 8 – ADJOURNMENT Motion to adjourn at 8:38 by Councilmember Bullock. Seconded by Vice-President Robinson.

Date: January 17, 2023

COUNCIL AGENDA ITEM

TOPIC: Ordinance 704: An Ordinance to be known as the City of Williston “Water and Sewer System Capacity Fee Ordinance”, providing definitions, rules of construction; providing findings; providing for imposition of water and sewer capacity fees; providing for payment and use of monies; providing for exemptions; providing for collection of capacity fees upon changes in size and use providing for developer contribution credit; providing for payment and collection of water and sewer system capacity fees; providing for review hearings; requiring periodic review; declaring exclusion from administrative procedures act; providing for public hearing; providing for conflict and severability; providing an effective date.

REQUESTED BY: CITY MANAGER TERRY BOVAIRD/DONALD BARBER PUBLIC WORKS SUPERVISOR

PREPARED BY: DONALD BARBER, PUBLIC WORKS SUPERVISOR

BACKGROUND / DESCRIPTION:

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED

ORDINANCE 704

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

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

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

WHEREAS, the City Council makes the following findings:

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

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

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

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

ARTICLE I
GENERAL

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

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

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

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

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

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

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

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

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

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

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

"Dwelling Unit" shall mean a Building, or a portion thereof, which is designed

for Residential occupancy, consisting of one or more rooms which are arranged, designed or used as living quarters for one family only.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Single-Family Detached House" shall mean a Dwelling Unit on an individual

lot, including detached houses on lots less than 50 feet wide, such as zero lot line homes and manufactured homes.

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

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

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

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

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

Ordinance.

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

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

SECTION 1.04. ADOPTION OF CAPACITY FEE RATE STUDY. The City Council hereby adopts and incorporates by reference the study entitled "City of Williston Water and Wastewater Impact Fee Report", dated as of October 21, 2022 attached as Exhibit A.

ARTICLE II SEWER SYSTEM CAPACITY FEES

SECTION 2.01. IMPOSITION.

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

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

(W/Self-Serve Gas Pumps) Per Public Restroom	1.500
Convenience Store	
(W/out Self-Serve Gas Pumps) Per Public Restroom	0.500
Dentist Office Per Dentist	1.000
Add: Per Wet Chair	0.667
Dinner Theater Per Seat	0.100
Doctor Office Per Doctor	1.000
Extended Care Facility Per Unit	0.667
Grocery Store Per 1,000 Square Feet	0.750
Hospital Per Bed	0.833
Add for Food Service Area Per 100 Square Feet	0.500
Hotel, Motel Per Room	0.500
(Food service, banquet and meeting rooms, laundries are all calculated separately)	
Industrial / Manufacturing: (Not including food service or industrial wastewater flow. Both are calculated separately)	
With Showers Per 1,000 Square Feet	1.250
Without Showers Per 1,000 Square Feet	0.400
Laundry, Self Service Per Washing Machine	1.400
Nursing Home Per Bed	0.500
Office Building Per 1,000 Square Feet	0.400
Add for food service Per 100 Square Feet	0.500
Add for Retail Space Per 1,000 Square Feet	0.500
Retail Shopping Area Per 1,000 Square Feet	0.500
Restaurant (24 Hour) Per Seat	0.200
Restaurant (Fast Food) Per Seat	0.100
Restaurant / Cafeteria Per Seat	0.100
RV Park Per Site	0.250
School, Nursery and Elementary Per Student	0.033
School, Middle and High Per Student	0.075
Shopping Center Per 1,000 Square Feet	0.500
Theater Per Seat	0.020
Trailer Park (Overnight Only) Per Site	0.333
Warehouse Per 1,000 Square Feet	0.200
Add: Per Restroom	0.750

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

SECTION 2.02. PAYMENT.

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

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

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

SECTION 2.03. USE OF MONIES.

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

ARTICLE III WATER SYSTEM CAPACITY FEES

SECTION 3.01. IMPOSITION.

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

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

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

Commercial

Auditorium Per Seat	0.015
Auto Service and/or detailing Per Bay	1.000
Add: Per Wash Bay	3.200
Add: Per Public Restroom	1.500
Banquet/ Meeting Room Per Seat	0.020
Bar/ Cocktail Lounge Per Seat	0.100
Barber Shop Per Work Station	0.333
Beauty Salon Per Work Station	0.600
Bowling Alley Per Lane	0.333
Church Per Seat	0.020
Convenience Store:	
(W/Self-Serve Gas Pumps) Per Public Restroom	1.500
Convenience Store	
(W/out Self-Serve Gas Pumps) Per Public Restroom	0.500
Dentist Office Per Dentist	1.000
Add: Per Wet Chair	0.667
Dinner Theater Per Seat	0.100
Doctor Office Per Doctor	1.000
Extended Care Facility Per Unit	0.667
Grocery Store Per 1,000 Square Feet	0.750
Hospital Per Bed	0.833
Add for Food Service Area Per 100 Square Feet	0.500
Hotel, Motel Per Room	0.500
(Food service, banquet and meeting rooms, Laundries are all calculated separately)	
Industrial/Manufacturing: (Not including food service or industrial wastewater flow. Both are calculated separately)	
With showers per 1,000 Square Feet	1.250
Without Showers per 1,000 Square Feet	0.400
Laundry, Self Service Per Washing Machine	1.400
Nursing Home per Bed	0.500
Office Building per 1,000 Square Feet	0.400
Add for Food Service per 100 Square Feet	0.500
Add for Retail Space Per 1,000 Square Feet	0.500
Retail Shopping Area Per 1,000 Square Feet	0.500
Restaurant (24 Hour) Per Seat	0.200
Restaurant (Fast Food) Per Seat	0.100

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

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

SECTION 3.02. PAYMENT.

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

SECTION 3.03. USE OF MONIES.

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

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

ARTICLE IV MISCELLANEOUS PROVISIONS

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

- A. Alterations or expansion of an existing Building, structure or improvement where no additional demand on either the Sewer System or the Water System is or will be created.
- B. The construction of accessory Buildings, structures or improvements which will not create an additional demand on either the Sewer System or the Water System.
- C. The replacement of an existing Building, structure or improvement which has been previously been subjected to a Capacity Fee payable to the City where no additional demand is or will be created on either the Sewer System or the Water System.
- D. Any connection to the Sewer System required under Florida Statute §381.00655(1).

SECTION 4.02. CHANGES OF SIZE AND USE.

- A. Capacity Fees shall be imposed and calculated for the alteration, expansion or replacement of Sewer System Capacity Development or Water System Capacity Development which will result in a land use determined to create an additional demand on either the Sewer System or the Water System. Whenever any Person applies to connect to either the Sewer System or Water System, the Capacity Fee imposed shall be calculated on the entirety of the Buildings. Where the alteration, expansion or replacement occurs on lands for which a Sewer System Capacity Fee or Water System Capacity Fee has already been paid, the Capacity Fee imposed shall be only upon the additional demand created by the alteration, expansion or replacement.
- B. One (1) ERU is equal to 252 gallons per day of average water use for purpose of calculating the ERU equivalent for additional demand on the Water System created by alteration, expansion, or replacement.
- C. One (1) ERU is equal to 88.25 gallons per day of average daily flow for purpose of calculating the ERU equivalent for additional demand on the Sewer System created by alteration, expansion, or replacement.
- D. Additional Demand on the Water System created by alterations, expansions, or replacements shall be determined by determining the added number of water supply fixtures as set out in Table 10.14.2A of the Standard Plumbing Code, converting that number to gallons per minute required using Table 10.14.2B of the Standard Plumbing code, and multiplying that number by 1,440 to convert to gallons per day. The resulting number shall be divided by 252 gallons per day and the final number shall be the ERU

equivalent used to calculate additional demand.

- E. Additional Demand on the Sewer System shall be based upon the estimated wastewater production in gallons per day for the type of alteration, expansion, or replacement (over and above the ERU amount) as calculated utilizing the Florida Department of Health Rule 64E-6, Florida Administrative Code (F.A.C.) Table I. The additional wastewater production in gallons per day shall be divided by 88.25 gallons per day and the resulting number shall be the ERU equivalent used to calculate additional demand.
- F. No refund or credit shall be afforded an Owner or Applicant in the event of a diminution of use occurs after the Sewer System Capacity Fee or Water System Capacity Fee already paid has been expended or Encumbered. For the purposes of this Section, fees collected shall be deemed to be spent or Encumbered on the basis of the first fee in shall be the first fee out.

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

- A. The City shall serve, by certified mail, return receipt requested, a Notice of Capacity Fee Statement upon the Owner at the address appearing on the most recent records maintained by the Property Appraiser of the County in which the property is located. Service shall be deemed effective on the date of the return receipt indicates the notice was received by either the Applicant or the Owner. The Notice of Capacity Fee Statement shall contain a reasonable legal description of the property and shall advise the Applicant and Owner that:
 - 1. The amount due and the general purpose for which the Sewer System Capacity Fee was imposed or, as applicable, the amount due and the general purpose for which the Water System Capacity Fee was imposed;
 - 2. A hearing pursuant to Section 4.05 maybe requested within thirty (30) calendar days from the effective date of service of the Notice of Capacity Fee Statement, by making application to the Office of the City Manager.
- B. The Sewer System Capacity Fee or Water System Capacity Fee, as applicable, shall be delinquent if, within thirty (30) calendar days from the effective date of service of the Notice of Capacity Fee Statement, neither the Capacity Fee has been paid and received by the City nor has a review hearing been requested pursuant to Section 4.05. In the event a hearing is requested pursuant to Section 4.05, the unpaid Capacity Fees shall become delinquent if not paid within thirty (30) days from the date the City Council determines the amount of Capacity Fees due upon the conclusion of such a hearing. Upon becoming delinquent, the Sewer System Capacity Fee or the Water System Capacity Fee, as applicable, shall be subject to interest on the unpaid amount at the statutory rate for final judgments on a calendar day basis until paid.
- C. In the event the Sewer System Capacity Fee or Water System Capacity Fee becomes delinquent, the total amount of unpaid Capacity Fees plus any applicable interest shall be added to the Owner's monthly bill for water or sewer service, as applicable, and shall be paid

as a condition of service.

- D. At the City's discretion, any delinquent Capacity Fees maybe collected by any other method which is authorized by law, including, but not limited to, lien foreclosure proceedings.

SECTION 4.04. DEVELOPER CONTRIBUTION CREDIT

- A. The City may enter into a contribution agreement with a developer which grants a credit for Sewer System Capacity Fees imposed in Section 2.01 or Water System Capacity Fees imposed in Section 3.01 in exchange for certain donations of Capacity Fee Improvements, or for the construction or installation of certain Capacity Fee Improvements.
- B. The amount of developer contribution credit to be applied shall be determined according to the following standards of valuation:
 - 1. The value of donated Capacity Fee Improvements shall be based upon a written appraisal of fair market value by a qualified and professional appraiser acceptable to the City based upon generally accepted methods of valuation.
 - 2. The cost of eligible anticipated construction of Capacity Fee Improvements for the Sewer System or Water System shall be based upon professional opinions of total project probable cost certified by a professional architect or engineer.
 - 3. In the case of contributions of construction or installation of Capacity Fee Improvements, the value of the developer's proposed contribution shall be adjusted upon completion of the construction to reflect the actual costs of construction or installation of improvements contributed by the developer.
 - 4. No credit whatsoever for lands, easements, construction or infrastructure otherwise required to be built or transferred to the City by law, ordinance or any other rule or regulation shall be considered or included in the value of any developer's contribution.
- C. All construction cost estimates shall be based upon, and all construction plans specifications and conveyances shall be in conformity with the utility construction standards and procedures of the City. All plans and specifications shall be approved by the City Manager prior to commencement of construction.
- D. Prior to the commencement of construction, the Applicant shall submit to the City Manager a proposed plan and estimate of costs for contributions to the Sewer System or Water System, as applicable. The proposed plan and estimates shall include:
 - 1. A designation and description of the Sewer System Capacity Development or Water System Capacity Development, as applicable, for which the proposed plan is being submitted;
 - 2. A description of any Capacity Fee Improvements proposed to be donated and a written appraisal prepared in conformity with Subsection B.1. of this Section;
 - 3. Initial professional opinions of probable construction costs for the proposed construction provided by a professional architect or engineer;
 - 4. A proposed schedule for completion of the proposed plan prepared by a professional architect or engineer; and
 - 5. A processing, review and audit fee as determined by the City.
- E. Upon favorable review of the proposed plan, the City Mayor shall schedule a

presentation before the City Council at a regularly scheduled meeting or a special meeting called for the purpose of reviewing the proposed plan and shall provide the Applicant or Owner written notice of the time and place of the presentation.

- F. The City Council shall authorize the City Attorney to prepare a contribution agreement with the Owner only if:
1. Such proposed plan is in conformity with the contemplated improvements and additions to the Sewer System or Water System; and
 2. Such proposed plan, viewed in conjunction with other existing or proposed plans, will not adversely affect the cash flow or liquidity of the Sewer System Capacity Fee trust account or Water System Capacity Fee trust account, as applicable, in such a way as to frustrate or interfere with other planned or ongoing growth necessitated capital improvements and additions to the Sewer System or Water System; and
 3. Such proposed plan, viewed in conjunction with other existing or proposed plans, will not create a detrimental imbalance between the treatment and transmission capabilities of the Sewer System or Water System; and
 4. The proposed plan is consistent with the public interest; and
 5. The proposed time schedule for completion of the plan is consistent with the most recently adopted five-year Capital Improvement Plan for the Sewer System or Water System, as applicable.
- G. The processing, review and audit fee shall be returned to the Applicant if either the City Manager or the City Council determines the proposed plan is not acceptable. The processing, review and audit fee shall become non-refundable once the City Council authorizes the City Attorney to prepare a contribution agreement.
- H. In the event the amount of developer contribution pursuant to an approved plan of construction or donation of Capacity Fee Improvements exceeds the total amount of Capacity Fee credits used on the benefiting Sewer System Capacity Development or Water System Capacity Development, as applicable, identified in a contribution agreement, the contribution agreement may provide for the reimbursement of the excess or remaining balance of such contribution credit; provided funds are available and collected from future receipts by the City from Sewer System Capacity Fees or Water System Capacity Fees, as applicable, collected during the fiscal year immediately following the fifth anniversary of the date of substantial completion of the plan of construction or the date of donation, or the fifth anniversary, exclusive of any moratoria, from the date of recording the contribution agreement in the Official Records of the Clerk for the Circuit Court of Levy County, whichever shall first occur. Should the source of funds for reimbursement as described in this paragraph not be available within the time frames described herein, the remaining balance of any Capacity Fee credits shall be forfeited.
- I. Any Applicant or Owner who submits a proposed plan pursuant to this Section and desires an immediate connection to either the Sewer System or Water System shall pay prior to or at the time the proposed plan is submitted the applicable Sewer System Capacity Fee pursuant to Section 2.01 or Water System Capacity Fee pursuant to Section 3.01, as applicable. Said payment shall be deemed paid under "Protest" and shall not be construed as a waiver of any review rights. Any difference between the amount paid and the amount due, as determined by the City Council, shall be refunded to the Applicant or Owner.

SECTION 4.05. REVIEW HEARINGS.

- A. An Applicant or Owner who is required to pay a Sewer System Capacity Fee pursuant to Section 2.01 or a Water System Capacity Fee pursuant to Section 3.01, shall have the right to request a review hearing.
- B. Such hearing shall be limited to the review of the following:
 - 1. The application of the Sewer System Capacity Fee pursuant to Section 2.01.
 - 2. The application of the Water System Capacity Fee pursuant to Section 3.01.
 - 3. Denial of a developer contribution credit pursuant to Section 4.04.
 - 4. Denial of an exemption pursuant to Section 4.01.
- C. Except as otherwise provided in this Ordinance, such hearings shall be requested by the Applicant or Owner within thirty (30) days, including Sundays and legal holidays, of the date of first receipt of the following, whichever is applicable:
 - 1. Receipt of notice from the City that a Capacity Fee is due.
 - 2. The denial of developer contribution credit.
 - 3. The denial of a Capacity Fee exemption.

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

SECTION 4.06. REVIEW REQUIREMENTS. This Ordinance and the accompanying rate study shall be reviewed by the City Council at least every three (3) years. Each review shall consider new estimates of population, cost related to the acquisition of land, buildings, capital plant and equipment necessitated by growth and adjustments to the assumptions, conclusions and findings set forth in the study adopted by Section 1.04. The purpose of this review is to ensure that the Sewer

System Capacity Fees and Water System Capacity Fees do not exceed the reasonably anticipated costs associated with the improvements necessary to offset the demand generated by new construction or use of the Sewer System or Water System. In the event the review of the Ordinance required by this Section alters or changes the assumptions, conclusions and findings of the rate study adopted by reference in Section 1.04, revises or changes the Sewer System or Water System or alters or changes the amount of the Capacity Fees, the rate study adopted by reference in Section 1.04 shall be amended and updated to reflect new and demonstrable assumptions, conclusions and findings and Section 1.04 shall be amended to adopt by reference such updated study.

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

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

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

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

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

Attest:

CITY COUNCIL OF THE CITY OF
WILLISTON, FLORIDA:

City Clerk, Latricia Wright

City Council President, Debra Jones

APPROVED AND WAITING PERIOD
WAIVED:

Approved as to form and legality:

Mayor, Charles Goodman

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

Date: January 17, 2023

COUNCIL AGENDA ITEM

RESOLUTION 2023-02: A Resolution of the City Council of the City of Williston, Florida, authorizing the purchase of one (1) 2023 Chevrolet Tahoe for the Williston Police Department from Brannen Motor Company.

REQUESTED BY: Chief Mike Rolls **PREPARED BY:** Brooke Willis

BACKGROUND / DESCRIPTION:

The Williston Police Department is requesting the approval to purchase a 2023 Chevrolet Tahoe to add to the current fleet.

Funds are available from the un-used salary/wages from the position of the Deputy Chief of Police.

LEGAL: REVIEW: N/A

FISCAL IMPACTS: \$55,000.00- Move the funds from Salaries/Wages to the Capital Improvement Police Vehicle Fund.

RECOMMENDED ACTION: Approve Resolution 2023-02 for the purchase of the patrol vehicle.

ATTACHMENTS:

☐ **CONTRACT** ☒ **RESOLUTION** ☐ **MAP**

☐ **LEASE** ☒ **OTHER DOCUMENTS**

☐ **CONSULTANT OR PARTY TO ACTION HAS BEEN NOTIFIED**

COUNCIL ACTION:

☐ **APPROVED**

☐ **DISAPPROVED**

RESOLUTION NUMBER 2023-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF WILLISTON, FLORIDA, AUTHORIZING THE
PURCHASE OF ONE (1) 2023 CHEVROLET TAHOE FOR
THE WILLISTON POLICE DEPARTMENT FROM
BRANNEN MOTOR COMPANY.**

WHEREAS, the Williston Police Department is in need of a patrol vehicle due to the addition of a new Police Officer position; and

WHEREAS, the funds for said vehicle are available in salaries and wages line item for the Police Department (001-521-010-112) from the un-used wages for the Deputy Chief's position; and

WHEREAS, the Chief of Police requests the saving in salaries and wages be reallocated to be able to purchase 2023 Chevrolet Tahoe from Brannen Motor Company 1080 2nd Street, Unadilla, Georgia 31091, for the purchase price of Forty-Three Thousand Nine Hundred Dollars and No Cents (\$43,900.00) (Florida State Bid Price); and

WHEREAS, the Chief of Police requests the purchase of required equipment for patrol use to be purchased and the cost of the installation of required equipment

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. APPROVAL. The Williston Police Department is authorized and directed to purchase one (1) 2023 Chevrolet Tahoe for the use of patrol vehicle and purchase required equipment.

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

PASSED AND ADOPTED at a meeting of the City Council this 17th day of January 2023.

CITY OF WILLISTON, FLORIDA

By: _____
Debra Jones, President, Council President

ATTEST:

By: _____
Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Kiersten Ballou, Attorney

Date: January 17, 2023

COUNCIL AGENDA ITEM

RESOLUTION 2023-07:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE A LAND LEASE AGREEMENT FOR VACANT LAND BETWEEN GAINESVILLE AIRCRAFT SALES AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT WITH A LEGAL DESCRIPTION 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: BENTON STEGALL AIRPORT MANAGER

FISCAL IMPACTS: This land lease will bring more revenue to the airport in a number of ways. First would be the rent for the land. Second would be the Fuel sales to aircraft that occupy the hanger that is being build there.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2023-07	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

COUNCIL ACTION:

☐ **APPROVED**

☐ **DENIED**

RESOLUTION NUMBER 2023-07

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

WHEREAS, Gainesville Aircraft Sales 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 Council President are appropriate parties to execute documents related to such Land Lease Agreement; and

WHEREAS, the City Council has determined it is in the City's best interest to authorize the City 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 Officials are hereby authorized to execute the Land Lease Agreement which is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED by an affirmative vote of a Majority of a quorum present in the City Council of the City of Williston, Florida this 17th day of January 2023.

CITY OF WILLISTON, FLORIDA

BY: _____
Debra Jones, City Council President

ATTEST:

By: _____
Latricia Wright, City Clerk

**APPROVE AS TO FORM AND
LEGALITY**

By: _____
Kiersten Ballou, Attorney

LAND LEASE AGREEMENT
CONSTRUCTION - NO FINANCING

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

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

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

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

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

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

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

Description: (by Surveyor) – EL1 (lot between HS4 and HS6), Williston Municipal Airport

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

Commence at the Northeast corner of said Section 14, and run thence North 88°09'09"West, along the North line of said Section 14 and along Taxiway "A", a distance of 1733.42 feet to the centerline of Taxiway "E"; thence South 00°10'42"West, a distance of 132.84 feet; thence South 89°49'18"East, a distance of 60.00 feet to the East maintenance line of said Taxiway "E"; thence South 00°10'42"West along said East maintenance line, a distance of 210.00 feet to the Point of Beginning of the herein described parcel; thence continue South 00°10'42"West, along said East maintenance line, a distance of 167.95 feet; thence South 89°49'18"East, a distance of 210.00 feet; thence North 00°10'42"East, a distance of 167.95 feet; thence North 89°49'18"West, a distance of 210.00 feet to the Point of Beginning.

Containing 0.810 acres, more or less.

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

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

2. **TERM:** The initial term of this Lease shall be thirty (30) years commencing on Feb 1, 2023, and ending at midnight, Jan 31, 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 \$4939.70. The rent shall be paid monthly, in advance, in the amount of \$ 411.64 per month, together with all applicable sales tax. The rent for the initial and any renewal and hold over terms shall be adjusted each year on the annual anniversary date of the lease by multiplying the rent for the prior year by the percentage increase or decrease in the composite Consumer Price Index for the most recent prior twelve months, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The rent shall be delivered by U.S. mail, addressed to City of Williston, Post Office Drawer 160, Williston, Florida 32696, or hand delivered to City Hall, 50 N.W. Main Street, Williston, Florida during regular business hours, and shall be considered paid upon receipt by Lessor. All payments required to be made by Lessee to Lessor pursuant to the Lease shall be deemed additional rent.
4. **NOTICES:** All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served by certified mail, return receipt requested, to Lessor, City of Williston at P.O. Drawer 160, Williston, Florida 32696-0160 and to Lessee, Gainesville Aircraft Sales, Inc. at 10905 SW 27th Avenue, Gainesville, FL 32608, or to such other address as Lessor or Lessee may by writing to the other so designate. Notice to Lessee may also be served by personal delivery.
5. **WARRANTIES OF TITLE AND QUIET POSSESSION:** The Lessor covenants that Lessor is seized of the demised premises and owner in fee simple thereof with the full right to make this Lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the demised premises during the term hereof.
6. **USES ALLOWED AND PROHIBITED:** The Lessee shall use the Premises only for the following purpose: aircraft storage and maintenance. The Lessee shall not use or permit the Premises or any part of the Premises to be used for any unauthorized or unlawful purpose, or for any purpose other than as set forth above.

7. **COMPLIANCE WITH LAWS:** During the term of this Lease, the Lessee shall comply with all ordinances, statutes, laws, rules and regulations of the City of Williston, State of Florida and the U.S. Government, breach of which shall be cause for cancellation of this Lease. The Lessee shall abide by all applicable regulations as set forth in Chapter 12 of the City Code of Ordinances, together with any future amendments to said ordinance. The Lessee shall at all times maintain all required licensing and permits. The violation of any provision of the said ordinance, as evidenced by a final determination by the City's code enforcement board or a court of law, shall be conclusively deemed a default under this lease and shall not be subject to the notice requirements or cure provisions set forth in the default section of this lease. The Lessee further covenants that the said premises shall not be used for any purpose which might cause forfeiture of the Lessor's title to the said premises.
8. **CONSTRUCTION:** The Lessee, at its sole cost and expense, does covenant and agree with the Lessor that it shall construct upon the said premises a building for its use, said building to consist of approved construction that will comply with the Florida Building Code and with all code requirements of the City of Williston; and said construction shall be built in a good and workmanlike manner by a properly licensed Florida contractor, the construction shall be free and clear of any and all liens or encumbrances of whatsoever kind and nature. Lessee shall provide proof of applicable builder's risk insurance coverage during the construction period, and until a Certificate of Occupancy is issued.
9. **PRIOR TO CONSTRUCTION:** It is understood and agreed by and between the parties hereto that the Lessee shall be responsible for any and all site preparation, clearing, paving, utilities and removal of fences and reconstruction thereof if the same is necessary; that the Lessee shall also furnish to Lessor, for its approval prior to construction, site plans, building location, architectural prints and other information concerning and including plans for the construction.
10. **COMPLETION OF CONSTRUCTION:** The Lessee covenants and agrees that the construction of the said building shall commence within sixty (60) days and be completed within 365 days thereafter. In the event the construction is not completed as contemplated herein, and the Lessor does not find that the Lessee has encountered a hardship, this lease shall become null and void and the rentals due shall be paid and the rentals paid shall be forfeited. Further, the Lessor shall not be unreasonable in its determination of Lessee's claim of a hardship.
11. **SIGNS:** Except with the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior of the demised premises or within the demised premises that are visible from outside such premises.
12. **LESSORS RIGHT OF ENTRY:** The Lessee at all times shall permit Lessor or its agents to enter into and upon the premises and buildings for the purpose of inspecting the same.
13. **PREMISES IMPROVEMENTS UPON TERMINATION:** Lessee may, at its own expense and only upon written approval by Lessor, make alterations and improvements to the Premises as necessary for the conduct of its business. Lessee specifically agrees that any and all improvements, except signs, equipment and trade fixtures installed, located upon the said premises shall become the property of the Lessor upon termination of this lease.

14. **RIGHT OF WAY USE**: Subject to reasonable regulations imposed regarding airport access, Lessor grants to Lessee, its employees, agents, suppliers, customers and invitees, a non-exclusive right during the term of this Lease, the right of way for ingress and egress, through the nearest airport access gate to the leasehold.
15. **OTHER RIGHTS RESERVED BY LESSOR**: In addition to all rights reserved by Lessor in and to the demised premises, Lessor expressly reserves the right to further develop or improve any area of the airport and its industrial parks, as the Lessor deems proper, regardless of the desires and views of the Lessee and without interference or hindrance; maintain and keep in repair, but without obligation to Lessee, the airport and industrial parks of the airport and all publicly owned facilities of the airport; and take any action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent the Lessee from conducting any practice that may be detrimental to the airport and industrial parks which in the opinion of the Lessor would limit the usefulness of the airport and its industrial parks or constitute a hazard to such.
16. **UTILITIES**: The Lessee agrees to pay all charges for any and all utilities in or about the premises whether the same be telephone, electricity, water, sewer, gas or the like. Lessee further agrees that if, at any time during the term of this lease agreement, the City commences providing City utility services to the airport property, the Lessee will purchase such utility services from the City. Lessee further agrees to take delivery of all City of Williston utilities when each utility service is made available. At the option of Lessee and upon Lessor's concurrence, Lessee may choose to have the Lessor provide all City utility services to the leased premises as a part of the rent payment pursuant to paragraph 3 hereof. If Lessee chooses this option, Lessor shall adjust each month's rent to Lessee so as to reimburse Lessor for its cost of providing such City utility services, said cost to be determined as established by the City's appropriate utility tariffs based on Lessee's monthly metered consumption.
17. **REPAIRS AND MAINTENANCE**: Lessee agrees to make, at its own cost and expense, any or all repairs or work necessary to maintain the Premises and Buildings located on the Premises.
18. **INSURANCE**:
- (a) Lessee agrees to obtain fire and extended coverage insurance on the building. Any insurance coverage of property owned by Lessee is solely the responsibility of Lessee.
 - (b) The Lessee shall carry Commercial General Liability insurance with a combined single limit in the minimum amount of \$1,000,000 in order to secure the obligations of Lessee under the following paragraph and cause the Lessor to be added as party insured under such policy, and to furnish the Lessor with a certificate of such insurance, together with a receipt showing the premium has been paid.
 - (c) The Lessee shall carry pollution insurance in the minimum amounts of \$1,000,000, with the Lessor listed as additional insured.
 - (d) At any time after occupancy of the premises by the Lessee, the Lessee agrees to allow an inspection by the Landlord and/or the Florida Department of Environmental Protection, (the "DEP"), to determine the extent of storage or use of hazardous materials and to determine an appropriate amount of pollution insurance. The Lessee agrees to obtain pollution insurance, with the Lessor listed as an

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

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

19. **INDEMNIFICATION OF LESSOR**: Lessee agrees to protect, defend, reimburse, indemnify and hold the Lessor, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the Lessor's gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the Lessee's performance under this Agreement, the Lessee's use or occupancy of the Premises, the Lessee's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Lessor in support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the Lessee of its liability or obligation to indemnify the Lessor as set forth in this Article. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the Lessor shall not relinquish or waive any of its rights as a sovereign local government and the Lessor reserves all rights and defenses under applicable sovereign immunity law.
20. **SUBORDINATION**: This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the leased premises or any other encumbrances Lessor desires to place on the property.
21. **TAXES**: All taxes, assessments and charges on lands or improvements and obligations upon the demised premises shall be promptly paid by the Lessee when due. The Lessee shall have the right from time to time to contest or protest or review by legal proceedings any such other manner as may be provided by law such taxes or assessments imposed by governmental authorities and to institute such proceedings in the name of itself as well as the Lessor as it may deem necessary; provided, however, that any expense incurred by reasons thereof shall be borne by the Lessee and such proceedings shall be conducted free of any expense to the Lessor.
22. **ASSIGNMENT AND SUBLETTING**: The Lessee shall not assign nor sublet its right, title or interest in or to all or any portion of the Premises or the leasehold improvements without first obtaining the prior written consent of the Lessor, provided, however, that such consent shall not be unreasonably withheld; and provided further that the Lessee shall remain directly and primarily liable for the performance of the terms and conditions of this Lease; provided further that no such assignment or subletting shall be made to any person for any purpose other than that set forth in this Lease.

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

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

If the Lessee fails to cure the default within the time allowed, Lessor shall thereafter have the option to exercise any remedy or right permitted by law or in equity. The Lessee shall fully reimburse and compensate the Lessor upon demand for any costs and expenses incurred in connection with any cure, correction or repair undertaken by Lessor, which sums shall be deemed to be additional rent hereunder. In the event the Lessor relets the Premises, the Lessee shall pay the Lessor any deficiency between the amount received, if any, 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.

24. **CONDEMNATION**: In the event the entire premises hereby leased are taken in condemnation proceedings, the Lessee may cancel the Lease; should a substantial part of said premises be so taken, the Lessee may cancel this Lease or at its option retain the remainder of the premises, which shall be restored to tenantable condition, then the rental shall be apportioned; the rental thereafter shall be reduced in proportion to the amount of loss as a result of condemnation proceedings.
25. **CLEANLINESS**: Lessee shall at all times keep the leased premises in a reasonably neat and orderly condition and clean and free from rubbish and dirt. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the said premises and shall commit or suffer no waste of the said demised premises or maintain any nuisance thereon.
26. **DESTRUCTION OF PREMISES**: In the event of damage to or destruction of any improvements which are to be erected on said real property pursuant to the terms of this Lease, during the term of said Lease, from any cause covered by the insurance required hereunder, Lessee shall forthwith repair or rehabilitate the same. Such damage or destruction shall in no wise annul or void this Lease.
27. **LATE PAYMENT PENALTY**: All lease payments that are not paid by the due date are considered delinquent and shall be assessed a ten (10) percent penalty which shall be considered a part of the rent and shall be due and payable with the rent payment.
28. **OPTION TO EXTEND TERM OF LEASE**: Conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, Lessor does hereby grant to Lessee an option to extend the lease term for four (4) additional five (5) year terms, with the rent adjusted according to paragraph 3, and provided that the Lessee, at the least 60 days prior to the end of the then current term, gives written notice of its intent to exercise its option. Lessee's right to renew shall be conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, and any non-compliance with any term or provision of this lease by Lessee, regardless of whether notice was given by Lessor or whether the non-compliance was cured, shall constitute sufficient cause by Lessor to refuse renewal of this lease.
29. **BANKRUPTCY**: The Lessee agrees that if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety days after such appointment, then the Lessor may, at its option, declare the termination of this Lease agreement shall forthwith be entitled to immediate possession of the Premises.
30. **END OF TENANCY**: The Lessee will yield up the Premises and all additions thereto (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.
31. **PART OF MUNICIPAL AIRPORT**: It is understood and agreed by and between the parties hereto that the said property is a portion of the Williston Municipal Airport and, therefore, notwithstanding

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

32. **NONDISCRIMINATION**: The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) and that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, department of transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to re-enter and as if said Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations Part 21 are followed and completed including exercise or expiration of appeal rights.
33. **AIRPORT PROTECTION**: Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport. The Lessee expressly agrees to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77. The Lessee expressly agrees to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.
34. **SUBROGATION CLAUSE**: The Lessor and Lessee shall waive all rights, each against the other, and against those holding under or through the Lessor or Lessee, for damages caused by fire or other perils to the extent covered by insurance where such damages are sustained in connection with the occupancy of the Premises.

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

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

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

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

36. **STORMWATER POLLUTION:** Lessee agrees to prepare and adhere to a Stormwater Pollution Prevention Plan that meets the requirements of federal and state law and that is approved by Lessor. Lessee agrees to provide a copy of said plan to Lessor.
37. **LITIGATION VENUE:** The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Levy County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Northern District of Florida.
38. **BENEFIT:** This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the legal representative successors and assigns of the parties hereto.
39. **ENTIRE AGREEMENT; APPLICATIONS INCORPORATED:** This lease represents the complete understanding between the Parties, and any prior agreements or representations by Lessor, whether written or verbal, are hereby superseded. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. Any such modification on the part of the Lessor shall not be effective unless considered at a public meeting and approved by majority vote of the Williston City Council. All information provided by Lessee in the lease application process is incorporated herein by reference. Lessee warrants that all information provided to Lessor in the application process is truthful and accurate; a breach of this warranty shall constitute a default of this lease, upon which the Lessor may elect to terminate this lease with no opportunity for the Lessee to cure.
40. **SECURITY DEPOSIT:** Lessor acknowledges receipt of \$ -0- as a security deposit for faithful performance by Lessee of Lessee's obligations under this lease. If Lessee faithfully performs the lease obligations and timely surrenders possession of the premises, Lessor will repay the security deposit, without interest, within 30 days after expiration of the term. If Lessee vacates or is removed from the premises because of Lessee's default before expiration of the term, Lessor may apply the security deposit to all damages sustained. Any deposit balance that remains on the expiration date of the term will be paid to Lessee within 30 days.

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

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

LESSEE:
Gainesville Aircraft Sales, Inc.

BY:

Jay L. Curtis, President

LESSOR:
CITY OF WILLISTON

BY:

PRESIDENT, CITY COUNCIL

ATTEST:

Latricia Wright, City Clerk

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

MEMORANDUM OF LAND LEASE

THIS MEMORANDUM OF LEASE entered into this ____ day of _____, 2023 ___, by and between the City of Williston, Florida, (the "Lessor"), and Gainesville Aircraft Sales, Inc, (the "Lessee"),

W I T N E S S E T H:

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

Description: (by Surveyor) - - EL1 (lot between HS4 and HS6), Williston Municipal Airport

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

Commence at the Northeast corner of said Section 14, and run thence North 88°09'09"West, along the North line of said Section 14 and along Taxiway "A", a distance of 1733.42 feet to the centerline of Taxiway "E"; thence South 00°10'42"West, a distance of 132.84 feet; thence South 89°49'18"East, a distance of 60.00 feet to the East maintenance line of said Taxiway "E"; thence South 00°10'42"West along said East maintenance line, a distance of 210.00 feet to the Point of Beginning of the herein described parcel; thence continue South 00°10'42"West, along said East maintenance line, a distance of 167.95 feet; thence South 89°49'18"East, a distance of 210.00 feet; thence North 00°10'42"East, a distance of 167.95 feet; thence North 89°49'18"West, a distance of 210.00 feet to the Point of Beginning.

Containing 0.810 acres, more or less.

Unless sooner terminated as provided in the Lease, the initial term of the Lease is for thirty (30) years, beginning on Feb 1, 2023 and ending on Jan 31, 2053. The Lessee has an option pursuant to the Lease to renew the Lease for an additional four (4) five (5) year terms.

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

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

LESSEE:
Gainesville Aircraft Sales.

LESSOR:
CITY OF WILLISTON

By: _____
Jay Curtis, President

By: _____
President, City Council

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, 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

