

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

DATE: TUESDAY, FEBRUARY 21, 2023
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

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

OTHERS:

City Manager Terry Bovaird
Attorney Kiersten Ballou
City Clerk Latricia Wright

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

ITEM – 2 – PUBLIC PARTICIPATION

ITEM – 3 – CONSENT AGENDA – (pp 5-7)

- Council minutes from February 21, 2023

ITEM – 4 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD
- STAFF
- COUNCIL
- MAYOR

ITEM – 5 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: TEMPORARY USE PERMIT FOR CHURCH SERVICE. CITY PLANNER LAURA JONES. (pp 8-12)

OPEN PUBLIC HEARING

- B. 2ND READING ORDINANCE 2023-708: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE CITY OF WILLISTON LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT INCREASED HOUSING NEEDS; RELATED TO AN AMENDMENT OF THE TEXT OF THE

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CITY COUNCIL MEETING

LAND DEVELOPMENT REGULATIONS; PROVIDING FOR AMENDING CHAPTER 60-256, MINIMUM LOT REQUIREMENTS AND MINIMUM YARD REQUIREMENTS, ALLOWING FOR DUPLEXES AND TOWNHOMES, DESCRIBED HEREIN; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS, AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. (pp 13-22)

- C. 1ST READING ORDINANCE 2023-709: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, APPROVING AUTHORITY FOR GOLF CART OPERATION ON CITY STREETS WITHIN THE CITY OF WILLISTON; CREATING SECTION XX-XX OF THE CITY OF WILLISTON CODE OF ORDINANCES ENTITLED "USE OF GOLF CARTS ON DESIGNATED STREETS" REPEALING ALL ORDINANCES IN CONFLICT AND PROVIDING AN EFFECTIVE DATE. CITY MANAGER TERRY BOVAIRD AND ATTORNEY KIERSTEN BALLOU. (pp 23-27)
- D. 1ST READING ORDINANCE 2023-710: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING A GOLF CART PARKING PERMIT PROGRAM IN ACCORDANCE WITH APPLICABLE FLORIDA LAW; REPEALING ALL ORDINANCES IN CONFLICT AND PROVIDING AN EFFECTIVE DATE. CITY MANAGER TERRY BOVAIRD AND ATTORNEY KIERSTEN BALLOU. (pp 29-32)

CLOSE PUBLIC HEARING

- E. RESOLUTION 2023-13: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE GRANT OF A UTILITY EASEMENT TO CENTRAL FLORIDA ELECTRIC COOPERATIVE, INC; ON PROPERTY LOCATED AT THE WILLISTON MUNICIPAL AIRPORT WITH A LEGAL DESCRIPTION AS OUTLINED IN THE ATTACHED EASEMENT DOCUMENT; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE EASEMENT DOCUMENT; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. (pp 33-36)
- F. RESOLUTION 2023-14: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON COUNCIL PRESIDENT TO AUTHORIZE THE PURCHASE OF GAS SUPPLIES WITH DEVTECH SALES INC; AND PROVIDE AN EFFECTIVE DATE. DONALD BARBER, PUBLIC WORKS SUPERVISOR. (pp 37-41)
- G. RESOLUTION 2023-15: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON COUNCIL PRESIDENT TO AUTHORIZE THE ACCEPTANCE OF GRANT FUNDS FROM CONNECT HUMANITY; AND PROVIDE AN EFFECTIVE DATE. AARON MILLS, IT DIRECTOR AND DONALD BARBER, PUBLIC WORKS SUPERVISOR. (pp 42-56)

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- H. RESOLUTION 2023-16: A RESOLUTION OF THE CITY COUNCIL OF THE WILLISTON, FLORIDA, APPROVING THE QUIT CLAIM DEED AND BILL OF SALE BETWEEN WILLISTON COMMUNITY ANIMAL SHELTER AND THE CITY OF WILLISTON REGARDING PROPERTY AT THE AIRPORT WITH A LEGAL DESCRIPTION AS OUTLINED IN THE ATTACHED QUIT CLAIM DEED; ACCEPTING FROM WILLISTON COMMUNITY ANIMAL SHELTER, INC., THE RIGHTS AND RESPONSIBILITIES ASSOCIATED WITH THE WILLISTON COMMUNITY ANIMAL SHELTER; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE A FORMAL TERMINATION OF LEASE AND ANY OTHER SUCH DOCUMENTS REQUIRED TO EFFECTUATE SUCH ACCEPTANCE OF RIGHTS AND RESPONSIBILITIES; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE QUIT CLAIM DEED AND BILL OF SALE AND ANY OTHER DOCUMENTS REQUIRED TO EFFECTUATE SUCH TRANSFER; AND PROVIDING AN EFFECTIVE DATE. CITY MANAGER TERRY BOVAIRD AND ATTORNEY KIERSTEN BALLOU.(pp 57-63)
- I. RESOLUTION 2023-17: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE A RENEWAL AND LEASE TERM EXTENSION WITH THE LEVY COUNTY SCHOOL BOARD FOR PROPERTY AT THE AIRPORT IDENTIFIED AS THE WHS FFA LAND LAB. AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 64-70)
- J. DISCUSSION WITH POSSIBLE ACTION: NEW COMMUNITY CENTER RENTAL AGREEMENT. CITY CLERK LATRICIA WRIGHT. (pp 71-91)
- K. DISCUSSION WITH POSSIBLE ACTION: CITY CLERK EVALUATION.(pp 92)

ITEM – 6 – PUBLIC PARTICIPATION

ITEM - 7 - ANNOUNCEMENTS

ITEM – 8 – ADJOURNMENT

NEXT SCHEDULED COUNCIL MEETING MARCH 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>

Meeting ID: 069017976

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

Or dial:

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

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

Access Code / Meeting ID: 069017976

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

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

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

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, FEBRUARY 7, 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 Council President Debra Jones.

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

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

ITEM – 2 – MAYORS STUDENT OF THE MONTH. Itzel Gaspar, 1st Grade, Joyce Bullock Elementary; Remington Cooper 5th Grade, Williston Elementary; Logan Navarro, 10th Grade, Williston Middle/High School. – Mayor Goodman presented Remington Cooper from Williston Elementary with a Certificate of Appreciation and a certificate for a 10 inch pizza from Dominos. Itzel Gaspar and Logan Navarro were not present.

ITEM – 3 – PUBLIC PARTICIPATION

Jackie Appling with “Friends of Cornelius Williams Community Park” announced the 3rd annual clean-up day Saturday February 18th from 8-12 at the park.

ITEM – 4 – CONSENT AGENDA – Motion to approve consent agenda by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 5-0.

- Council minutes from January 17, 2023

ITEM – 5 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD- introduced new Human Resource Director Krystal Patterson to Council. City Manager announced the following workshops: March 7th, Utility Rate Workshop at 7th at 4:30 p.m., Master Plan workshop with

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Wright-Pierce, March 21st at 4:30 p.m., Airport Master Plan with Passero and Wright-Pierce April 4th at 4:30 p.m., and a workshop for Grant Funding TBD.

- STAFF – Airport Manager Benton Stegall announced aerobatics practice February 18th and the Chamber of Commerce “Miles of Smiles” February 25th.
- COUNCIL – Vice-President Robinson asked what the city is doing about the cargo container on 7th street. Code Enforcement Officer Wayne Carson said he’s been in contact with the owner, and it should be moved by the end of the month.
- MAYOR – Mayor Goodman acknowledged February as Black History month.

ITEM – 6 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: ALLOW THE CITY ATTORNEYS TO BEGIN PREPARING THE DEVELOPERS AGREEMENT WITH 1220G DEVELOPERS, INC. CITY PLANNER LAURA JONES. – Consensus from Council to have Attorney start Developers Agreement with 1200G Developers, Inc.

OPEN PUBLIC HEARING

- B. 1ST READING ORDINANCE 708: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE CITY OF WILLISTON LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT INCREASED HOUSING NEEDS; RELATED TO AN AMENDMENT OF THE TEXT OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR AMENDING CHAPTER 60-256, MINIMUM LOT REQUIREMENTS AND MINIMUM YARD REQUIREMENTS, ALLOWING FOR DUPLEXES AND TOWNHOMES, DESCRIBED HEREIN; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS, AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. – Swore in City Planner Laura Jones and Surveyor Stephen McMillen. Council asked to add language” per unit to duplexes lot area”. Motion to approve first reading with amendments as proposed by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 4-1. Council President Jones, Vice-President Robinson, Councilmember Bullock and Councilmember Cox voted “Yay”. Councilmember Ross voted “Nay”.

CLOSE PUBLIC HEARING

- C. RESOLUTION 2023-11: A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA; APPOINTING MR. STEPHEN MCMILLEN JR., TO THE PLANNING AND ZONING COMMISSION FOR THE REMAINDER OF THE TERM FOR VACANT SEAT FIVE-BEGINNING FEBRUARY 7, 2023, ENDING FEBRUARY 7, 2026; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. Motion to approve Resolution 2023-11 by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 5-0.

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- D. RESOLUTION 2023-12: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE PASSERO ASSOCIATES, LLC PROFESSIONAL ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR AIRPORT TERMINAL BUILDING SUPPLEMENTAL AGREEMENT 22-23A; AUTHORIZING THE APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. - Motion to approve Resolution 2023-12 by Councilmember Bullock. Seconded by Vice-President Robinson and Councilmember Ross. Motion carried 5-0.
- E. DISCUSSION WITH POSSIBLE ACTION: REPLACEMENT OF ROOF ON ISLAND FREIGHT BUILDING. AIRPORT MANAGER BENTON STEGALL. - Airport Manager Stegall discussed the roof issues at Island Freight with Council. Attorney Ballou told Council anything over \$50,000 must be a sealed competitive bid per the city's purchasing policy. Airport Manager Stegall will RFP the roof repair.
- F. DISCUSSION WITH POSSIBLE ACTION: NEW COMMUNITY ROOM RENTAL AGREEMENT. CITY CLERK LATRICIA WRIGHT. - Council reviewed rental agreement and would like some things changed. 1. Remove dishwasher from agreement. 2. Do we want someone to monitor the kitchen when it's being rented. 3. Tumbler locks on cabinets. 4. Check list that renters need to fill out. Council asked to bring this item back to next meeting.
- G. DISCUSSION WITH POSSIBLE ACTION: CITY CLERK ANNUAL REVIEW. COUNCIL PRESIDENT DEBRA JONES. - After much discussion, consensus from Council to leave clerk's evaluation as is.

ITEM - 7 - PUBLIC PARTICIPATION - Resident Veronica Gunn Harmon asked did the Council come to a decision about the old Williston Middle School. Council President Jones informed her that the applicant withdrew their application for Annexation.

ITEM - 8 - ANNOUNCEMENTS - Councilmember Bullock thanked everyone that helped with the Williston Middle High Baseball fund raiser. Council asked about the Golf Cart Ordinance. Attorney Ballou replied that she is working on it. Council said they would like to see it on the next agenda.

ITEM - 9 - ADJOURNMENT - Motion to adjourn at 8:26 by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 5-0.

NEXT SCHEDULED COUNCIL MEETING FEBRUARY 21, 2023, AT 6:00

COUNCIL AGENDA ITEM

TOPIC: Discussion with Possible Action - Michael J. Sietka – Temporary Use Permit for Church Service

PREPARED BY: Laura Jones, City Planner

BACKGROUND / DESCRIPTION:

On February 6, 2023 The City was informed of a planned Church Tent Service to be held at 12 NW 5 Place, Williston, Florida, March 12-19, 2023. City Planner, Laura Jones, received a written request from the property owner for a Temporary Use Permit to be approved by City Council per The Code of Ordinances:

Sec. 46-97. - Special permits for temporary uses.

- (a) Generally. Certain uses are temporary in character. These temporary uses vary in type and degree, as well as length of time involved. Such uses may have little impact on surrounding and nearby properties or they may present questions involving potential incompatibility of the temporary use with existing uses. Unless otherwise specified in these land development regulations, the following regulations shall govern temporary uses.
- (b) Temporary use permits issued by city council. The city council may issue a temporary use permit for the following uses: In agricultural, commercial, and industrial districts: commercial circuses, carnivals, outdoor concerts, and similar uses. Requests for such a permit shall be submitted in writing to the land development regulations administrator together with such reasonable fees as the city council may determine through action in setting fees as set out in chapter 44. The city council shall take final action on the request by either approving, approving with conditions, or denying the request. Prior to granting a temporary use permit, the city council shall determine that:
 - (1) Any nuisance or hazardous feature involved is suitably separate from adjacent uses.
 - (2) Excessive vehicular traffic will not be generated on minor residential streets.
 - (3) A vehicular parking problem will not be created.
- (c) The temporary use permit, if granted, shall be granted for a specific time period, at the end of which, if the use permitted has not been discontinued, it shall be deemed a violation of these land development regulations and shall be punished as set out in article VII of this chapter. Appropriate conditions and safeguards may include, but are not limited to, reasonable time limits within which the action for which temporary use permit is requested shall be begun or completed, or both. Violation of such conditions and safeguards, when made a part of the terms under which the temporary use permit is granted, shall be deemed a violation of these land development regulations and punishable as provided in these land development regulations.

Sec. 44-7. - Fees.

(a) Reasonable fees sufficient to cover the costs of administration, inspection, publication of notice and similar matters may be charged to applicants for zoning permits, building permits, sign permits, special exceptions applications, subdivision plat approval, comprehensive plan amendments, zoning amendments, variances and other administrative relief. The amount of the fees charged shall be as established by resolution of the city council filed in the office of the city clerk.

Date: February 21, 2023

(b)Fees established in accordance with this section shall be paid upon submission of a signed application or notice of appeal.
(Ord. No. 434, § 1.7, 5-7-2002)

The last time an event was requested, City Council charged \$110.00 for the event fee.

LEGAL REVIEW: NONE

FISCAL IMPACTS: NONE

RECOMMENDED ACTION: Approve the temporary use permit and determine a fee.

ATTACHMENTS: Temporary Commercial Permit

COMMISSION ACTION:

 APPROVED **DISAPPROVED**



City of Williston

Temporary Commercial Permit

Please remit to:

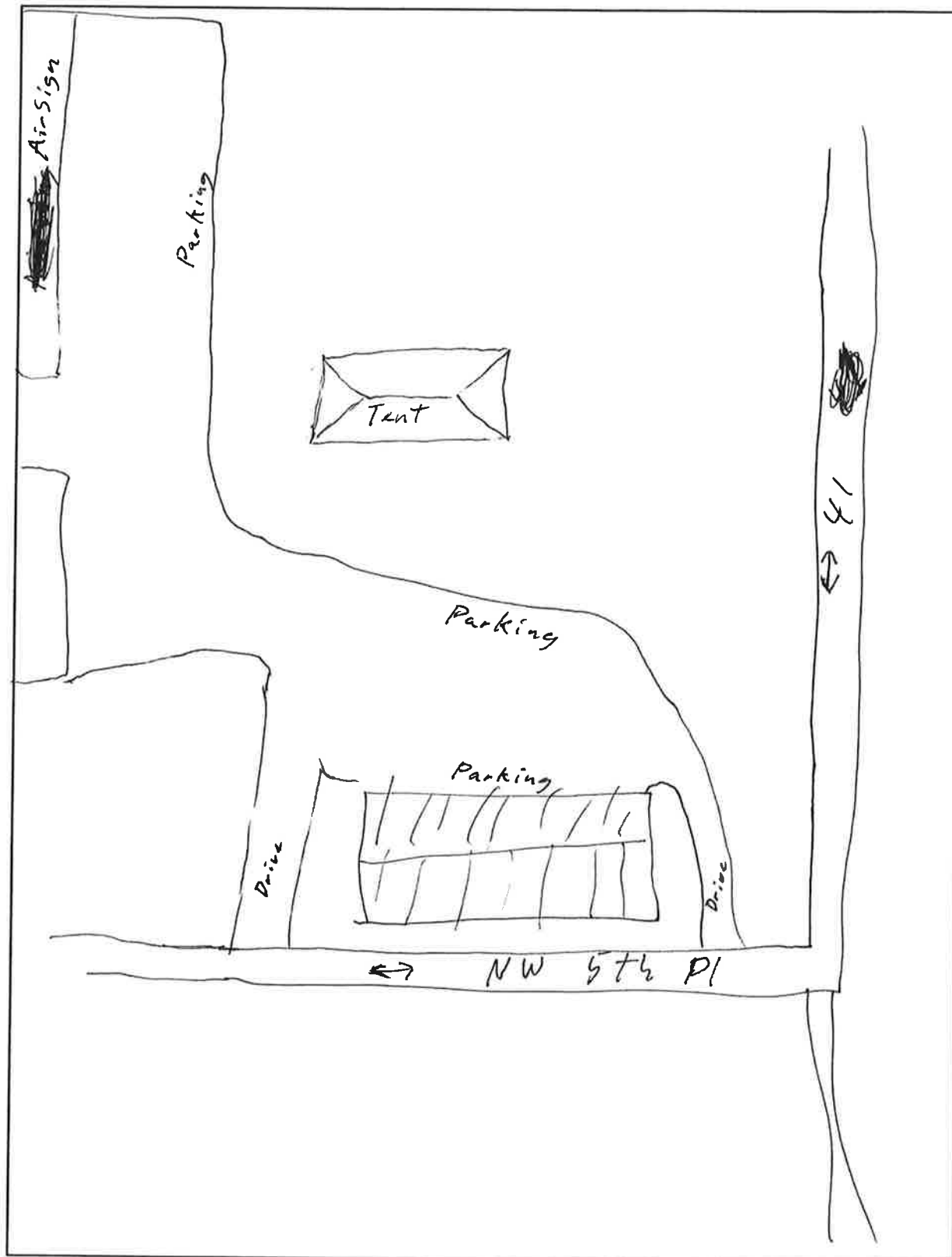
Planning and Zoning Department
City of Williston
50NW Main St
Williston, FL 32696

For more information please call 352-528-3060.

PART A. APPLICANT INFORMATION (please complete legibly)

Today's Date	2-6-23	
Applicant Name	Michael J Sietka	
Preferred method of contact: (Check one) Phone <input checked="" type="checkbox"/> Email <input type="checkbox"/> Phone: 231-613-5779 Email address: deadunto sin alive unto good@gmail.com		
Business Name	Michael J Sietka	
Location (address)	12 NW 5th Pl	Williston, FL 32696
Description of Business	Free Tent Meeting	for Finding hope in Jesus Christ
Business Owner	Michael J Sietka	
Contact Information (Phone No./ Email)	231 613 5779	
Property Owner	Airsign	Airsign group
Contact Information (Phone No./ Email)	Patrick.walsh@airships.com	
Dates Requested (Start Date/ End Date)	March 12th through the 19th	
By signing below both the applicant and/or property owner acknowledge the following: the temporary use permit, if granted, shall be granted for a specific time period, at the end of which, if the use permitted has not been discontinued, it shall be deemed a violation of these land development regulations and shall be punished as set out in article VII of this City's Land Development Regulations. Appropriate conditions and safeguards may include, but are not limited to, reasonable time limits within which the action for which temporary use permit is requested shall be begun or completed, or both. Violation of such conditions and safeguards, when made a part of the terms under which the temporary use permit is granted, shall be deemed a violation of these land development regulations and punishable as provided in these land development regulations.		
Signature of Applicant		
Signature of Property Owner		

PART B. SITE PLAN (Please provide a proposed site plan showing the location of use, existing structures, parking areas, restrooms, ingress/ egress to roadways, sidewalks, flow of traffic, and adjacent streets.)



Staff Use Only (46-97 (c) and 46-97 (c) (7))

- | | | |
|---|--------------------------|-----------------------------|
| 1. Suitably separated from adjacent uses? | <input type="checkbox"/> | |
| 2. No excessive traffic will be generated on minor residential streets? | <input type="checkbox"/> | |
| 3. No vehicular parking problem created? | <input type="checkbox"/> | |
| 4. If appropriate, restroom facilities provided? | <input type="checkbox"/> | NA <input type="checkbox"/> |

(seal)

This Permit Expires on _____

Permit Issuance Date:

Permit Expiration Date:

CITY COUNCIL AGENDA ITEM

TOPIC: Code of Ordinances Text Amendment for Duplexes and Townhomes

REQUESTED BY: Laura Jones, City Planner

APPLICANT: NA

PUBLIC HEARING

SECOND READING

BACKGROUND / DESCRIPTION:

Ordinance 708

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE CITY OF WILLISTON LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT INCREASED HOUSING NEEDS; RELATED TO AN AMENDMENT OF THE TEXT OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR AMENDING CHAPTER 60-256, MINIMUM LOT REQUIREMENTS AND MINIMUM YARD REQUIREMENTS, ALLOWING FOR DUPLEXES AND TOWNHOMES, DESCRIBED HEREIN; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS, AND PROVIDING AN EFFECTIVE DATE.

SUMMARY

The proposed text amendment is a staff initiated update to the City of Williston's Code of Ordinances. Staff initiates these updates when trends begin to change and it becomes apparent that the City's current Code is no longer adequate. This Ordinance specifically changes the lot sizes and yard requirements for duplexes and townhomes. These changes will only apply to the Residential Multi-Family and Residential Duplex Zoning where duplexes and townhomes are already allowed.

Section 60-256. – Minimum lot requirements.

Minimum lot requirements for area and width in the RMF districts shall be as follows:

(1) Single-family dwellings or mobile homes:

- a. Minimum lot area: 8,712 square feet (with city water and city sewer).**
- b. Minimum lot area: 11,000 square feet (with city water and septic tank).**
- c. Minimum lot area: 22,000 square feet (with individual well and septic tank).**
- d. Minimum lot width: 66 feet.**

(2) Duplexes :

- a. Minimum lot area: **13,590** 6,800 square feet **per dwelling unit** (with city water and city sewer).
- b. Minimum lot area: **21,780** 10,890 square feet **per dwelling unit** (with city water and onsite sewer treatment and disposal system).
- c. Minimum lot area: **43,560** 21,780 square feet **per dwelling unit** (with individual well and onsite sewer treatment and disposal system).
- d. Minimum lot width: 100 feet **(50 feet for each dwelling unit if platted)**

(3) Multiple-family development (townhomes):

- a. Minimum site area: **3,630** 1,800 square feet per dwelling unit (with city water and city sewer).
- ~~b. Minimum site area: 10,890 square feet per dwelling unit (with city water and septic tank).~~
- ~~c. Minimum site area: 21,780 square feet per dwelling unit (with individual well and septic tank).~~
- ~~d. Minimum site width: 100 feet.~~

(4) Other permitted uses and structures: None, except as needed to meet all other requirements herein set out.

Sec. 60-257. - Minimum yard requirements.

Minimum yard and requirements for the depth of the front and rear yard, and the width of the side yard in the RMF districts shall be as follows:

(1) Single-family dwellings:

- a. Front: 25 feet.
- b. Side: 7 feet for each side yard.
- c. Rear: 20 feet.

(2) Duplexes

- a. Front: 25 feet.
- b. Side: 7 feet for each side yard.
- c. Rear: 20 feet.

(3) Multiple-family dwellings and connected structures (to be applied to site perimeter):

- a. Front: 25 feet.
- b. Side: 20 feet for each side yard. **For connected structures, side yards are not required.**
- c. Rear: 20 feet.

Special provisions: Where two or more multiple-family structures are located together on one site, no detached residential structure shall be closer than 20 feet to another.

- (4) Public and private schools, adult and child care centers, churches, other houses of worship, private clubs and lodges, nursing homes, residential homes for the aged, group living facilities, and all other permitted uses unless otherwise specified:
 - a. Front: 35 feet.
 - b. Side: 15 feet for each side yard.
 - c. Rear: 20 feet.

(Ord. No. 434, § 4.7.7, 5-7-2002)

Sec. 60-258. - Maximum height of structures: no portion shall exceed.

The maximum height of structures in the RMF districts shall be 35 feet. See article II of this chapter for exceptions from height limitations.

(Ord. No. 434, § 4.7.8, 5-7-2002) Sec. 60-259. - Maximum floor area ratio.

The maximum floor area ratio by all buildings in the RMF districts shall be as follows:

- (1) Single-family dwellings, including their accessory buildings: 35 percent.
- (2) Duplexes, including their accessory buildings: 45 percent.
- (3) Multiple-family developments, including their accessory buildings: 55 percent.

(Ord. No. 434, § 4.7.9, 5-7-2002; Ord. No. 583, § 1(att. A, § 8), 4-22-2008)

Sec. 60-260. - Maximum lot coverage by all impervious surfaces.

The maximum lot coverage by all impervious surfaces in the RMF districts shall be as follows:

- (1) Single-family dwelling unit: 35 percent.
- (2) Duplex: 50 percent.
- (3) Multifamily: 50 percent.

(Ord. No. 434, § 4.7.10, 5-7-2002; Ord. No. 583, § 1(Att. A, § 8), 4-22-2008)

There are multiple duplex and townhome developments in the planning stages within the City. Residents have inquired about the possibility of owning these types of homes. As the Code stands now, these types of homes could only be owned by one entity and rented to residents as the properties could not be platted and therefore could not be separate parcels. Updating the Code with this Ordinance, will allow for privately owned units.

February 21, 2023

LEGAL REVIEW: Completed

FISCAL IMPACTS: None

RECOMMENDED ACTION: Planning and Zoning Commission recommended approval of Ordinance 708 on January 31, 2023, passed on 1st reading at February 7, 2023 City Council Meeting. .

ATTACHMENTS: Ordinance 708

Drawings

ACTION:

_____ APPROVED _____ DISAPPROVED

Duplex Now



One Owner / One Parcel
13,590 SF Lot & 100 LF Lot Width

Duplex with Code Change



Two Owners Possible / Two Parcels
Similar "Lot Size" But Split Into 2 Parcels.
6,800 SF Each Parcel = 13,600 SF (10 FT bigger than one parcel)
50 LF Minimum Lot Width = 100 LF

Townhome Now



One Owner / One Parcel
Minimum Site Area = 3,630 SF
Septic and Wells Allowed

Townhomes with Code Change



Multiple Owners / Multiple Parcels
Minimum Site Area = 1,800 SF per dwelling
Septic and Wells NOT Allowed

ORDINANCE NO. 708

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE CITY OF WILLISTON LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT INCREASED HOUSING NEEDS; RELATED TO AN AMENDMENT OF THE TEXT OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR AMENDING CHAPTER 60-256, MINIMUM LOT REQUIREMENTS AND MINIMUM YARD REQUIREMENTS, ALLOWING FOR DUPLEXES AND TOWNHOMES, DESCRIBED HEREIN; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Williston, Florida, hereinafter referred to as the City Council, to prepare, adopt and enforce land development regulations;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the City Council to prepare and adopt regulations concerning the use of land and water to implement a comprehensive plan;

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

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

WHEREAS, the Planning and Zoning Commission of the City of Williston reviewed and considered all comments received during said public hearings as described below and recommended approval of the above referenced text amendment to the City Council;

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

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

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

Section 1. City Council to amend the text of the Land Development Regulations, Section 60-256. – Minimum lot requirements is hereby amended to read, as follows:

Section 60-256. – Minimum lot requirements.

Minimum lot requirements for area and width in the RMF districts shall be as follows:

(1) Single-family dwellings or mobile homes:

- a. Minimum lot area: 8,712 square feet (with city water and city sewer).
- b. Minimum lot area: 11,000 square feet (with city water and septic tank).
- c. Minimum lot area: 22,000 square feet (with individual well and septic tank).
- d. Minimum lot width: 66 feet.

(2) Duplexes :

- a. Minimum lot area: ~~13,590~~ 6,800 square feet **per dwelling unit** (with city water and city sewer).
- b. Minimum lot area: ~~21,780~~ 10,890 square feet **per dwelling unit** (with city water and onsite sewer treatment and disposal system).
- c. Minimum lot area: ~~43,560~~ 21,780 square feet **per dwelling unit** (with individual well and onsite sewer treatment and disposal system).
- d. Minimum lot width: 100 feet **(50 feet for each dwelling unit if platted)**

(3) Multiple-family development (townhomes):

- a. Minimum site area: ~~3,630~~ 1,800 square feet per dwelling unit (with city water and city sewer).
- ~~b. Minimum site area: 10,890 square feet per dwelling unit (with city water and septic tank).~~
- ~~c. Minimum site area: 21,780 square feet per dwelling unit (with individual well and septic tank).~~
- ~~d. Minimum site width: 100 feet.~~

(4) Other permitted uses and structures: None, except as needed to meet all other requirements herein set out.

Sec. 60-257. - Minimum yard requirements.

Minimum yard and requirements for the depth of the front and rear yard, and the width of the side yard in the RMF districts shall be as follows:

(1) Single-family dwellings:

- a. Front: 25 feet.
- b. Side: 7 feet for each side yard.

- c. Rear: 20 feet.
- (2) Duplexes
 - a. Front: 25 feet.
 - b. Side: 7 feet for each side yard.
 - c. Rear: 20 feet.
- (3) Multiple-family dwellings and connected structures (to be applied to site perimeter):
 - a. Front: 25 feet.
 - b. Side: 20 feet for each side yard. **For connected structures, side yards are not required.**
 - c. Rear: 20 feet.

Special provisions: Where two or more multiple-family structures are located together on one site, no detached residential structure shall be closer than 20 feet to another.
- (4) Public and private schools, adult and child care centers, churches, other houses of worship, private clubs and lodges, nursing homes, residential homes for the aged, group living facilities, and all other permitted uses unless otherwise specified:
 - a. Front: 35 feet.
 - b. Side: 15 feet for each side yard.
 - c. Rear: 20 feet.

(Ord. No. 434, § 4.7.7, 5-7-2002)

Sec. 60-258. - Maximum height of structures: no portion shall exceed.

The maximum height of structures in the RMF districts shall be 35 feet. See article II of this chapter for exceptions from height limitations.

(Ord. No. 434, § 4.7.8, 5-7-2002)

Sec. 60-259. - Maximum floor area ratio.

The maximum floor area ratio by all buildings in the RMF districts shall be as follows:

- (1) Single-family dwellings, including their accessory buildings: 35 percent.
- (2) Duplexes, including their accessory buildings: 45 percent.
- (3) Multiple-family developments, including their accessory buildings: 55 percent.

(Ord. No. 434, § 4.7.9, 5-7-2002; Ord. No. 583, § 1(att. A, § 8), 4-22-2008)

Sec. 60-260. - Maximum lot coverage by all impervious surfaces.

The maximum lot coverage by all impervious surfaces in the RMF districts shall be as follows:

- (1) Single-family dwelling unit: 35 percent.
- (2) Duplex: 50 percent.
- (3) Multifamily: 50 percent.

(Ord. No. 434, § 4.7.10, 5-7-2002; Ord. No. 583, § 1(Att. A, § 8), 4-22-2008)

Section 2. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 3. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

Section 4. Effective Date. This Ordinance shall become effective immediately Passed on second reading, this ____ day of ____, 2023.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Williston, Florida, after properly dispensing with the final reading this ____ day of ____, 2023.

ATTEST:

CITY OF WILLISTON

LATRICIA WRIGHT
CITY CLERK

DEBRA JONES
PRESIDENT, CITY COUNCIL

CHARLES GOODMAN
MAYOR

KIERSTEN BALLOU
CITY ATTORNEY

Date: 2-21-2023

COUNCIL AGENDA ITEM

ORDINANCE 2023-709: FIRST READING

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA PROVIDING AUTHORITY FOR GOLF CART OPERATION ON CITY STREETS WITHIN THE CITY OF WILLISTON; CREATING SECTION XX-XX OF THE CITY OF WILLISTON CODE OF ORDINANCES ENTITLED "USE OF GOLF CARTS ON DESIGNATED STREETS"; REPEALING ALL ORDINANCES IN CONFLICT AND PROVIDING AN EFFECTIVE DATE.

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

FISCAL IMPACTS: THERE WILL BE A FISCAL IMPACT ON THE CITY TO MEET THE REQUIREMENTS OF EXHIBIT A (B)(1)(2). THIS COST IS UNDETERMINED AT THIS TIME.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

 CONTRACT XX **ORDINANCE 2023-709** **MAP**
 LEASE **OTHER DOCUMENTS**

COUNCIL ACTION:

 APPROVED
 DENIED

ORDINANCE NUMBER 2023-709

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA PROVIDING AUTHORITY FOR GOLF CART OPERATION ON CITY STREETS WITHIN THE CITY OF WILLISTON; CREATING SECTION XX-XX OF THE CITY OF WILLISTON CODE OF ORDINANCES ENTITLED "USE OF GOLF CARTS ON DESIGNATED STREETS"; REPEALING ALL ORDINANCES IN CONFLICT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Florida Statute, Section 316.212 authorizes the operation of golf carts on certain roadways; and

WHEREAS, Section 316.212(1), Florida Statutes, allows that a golf cart may only be operated on a City road if that road has been first designated by the City for such use; and

WHEREAS, Section 316.212(8), Florida Statutes, allows a local government entity to enact an ordinance relating to unlicensed driver's golf cart operation and equipment which is more restrictive than those enumerated in Section 316.212; and

WHEREAS, after due consideration by the City Council of the City of Williston, Florida of the factors set out in Section 316.212(1), the City Council has determined it is appropriate to establish the authority for the operation of golf carts on certain designated City streets within the City of Williston as set forth in this ordinance;

WHEREAS, the City Council of the City of Williston, Florida has determined that it is in the best interest of the City of Williston that such an ordinance be adopted.

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

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

Section 2. Section XX-XX relating to the operation of golf carts on City streets within the City of Williston is hereby established as laid out in Exhibit "A" attached hereto.

Section 3. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Inclusion in the Code, Scrivener's Error. It is the intention of the City Council of the City of Williston, Florida, and it is hereby provided that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Williston, Florida; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section," "article," or other appropriate designation. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City

Manager or designee without public hearing, by filing a corrected or recodified copy of the same with the City.

Section 5. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 6. This ordinance shall take effect upon its passage at second and final reading.

PASSED ON FIRST READING, THIS _____ DAY OF _____, 2023.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Williston, Florida, after properly dispensing with the second reading, on final reading this _____ day of _____, 2023.

Attest:

City Of Williston

Latricia Wright
City Clerk

Debra Jones
President, City Council

Wavier of 30-day veto waiting period:

Approved as to legal form and content:

Charles Goodman, City Mayor

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

Exhibit "A"

Section XX-XX relating to the operation of golf carts on City streets within the City of Williston is hereby established as follows:

(a) Definitions.

For the purposes of this section, and unless the context clearly requires otherwise, the following terms and phrases shall have meanings herein ascribed:

- (1) "City" means the City of Williston.
- (2) "City Council" means the City Council of the City of Williston.
- (3) "County" means Levy County.
- (4) "Golf cart" means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty (20) miles per hour, including vehicles modified to have a cargo platform or bin to transport parcels or a hitch to tow a trailer in accordance with Section 316.2126(3)(a)1., Florida Statutes.
- (5) "Street" means a public street or roadway over which the City has primary jurisdiction.

(b) Designation of Public Streets or Roadways for use by Golf Carts

- (1) Prior to the City designating any Street for use by golf carts, the City will first determine that golf cart carts may safely travel or cross said Street, considering the factors as laid out in Section 316.212 (1), including the speed, volume, and character of motor vehicle traffic using said Street.
- (2) Upon the City's determination that golf carts may be safely operated on a Street as stated above, the City shall post appropriate signs to indicate that the Street has been designated for use by Golf Carts and operation of Golf Carts is allowed.
- (3) Except as may be authorized the Florida Department of Transportation, golf carts shall not be operated on the portions of the following roads located in the City's jurisdiction: US 27, US 41, and SR 121.
- (4) Except as may be authorized by Levy County, golf carts shall not be operated on Levy County maintained portions of Mixon Road that are located in the City's jurisdiction.

(c) Operator Requirements

- (1) All persons operating a golf cart on a Street must possess a valid Florida Driver's License. Operation of golf carts on a Street by any person whose driver's license is, at that time, suspend or revoked by the State of Florida or any other state within the United States is prohibited.
- (2) A golf cart may not be operated on a Street by any person under the age of 14.
- (3) A golf cart may not be operated on any Street not designated and signed for use by golf carts by the City.

(d) Equipment Requirements

- (1) Golf carts must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear in accordance with Section 316.212(6), Florida Statutes.
 - (2) Between the hours between sunset and sunrise, during operation on streets which the City has primary jurisdiction, golf carts must be equipped with, in addition to the items laid out in (d)(1), headlights, brake lights, turn signals, and a windshield.
- (e) A violation of this section is a noncriminal traffic infraction, punishable pursuant to chapter 318 as:
- (1) A moving violation for infractions of subsections (c)(3) or (d)(2).
 - (2) A nonmoving violation for infractions of subsection (c)(1), (c)(2), or (d)(1).

Date: 2-21-2023

COUNCIL AGENDA ITEM

ORDINANCE 2023-710:

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA ESTABLISHING A GOLF CART PARKING PERMIT PROGRAM IN ACCORDANCE WITH APPLICABLE FLORIDA LAW; REPEALING ALL ORDINANCES IN CONFLICT AND PROVIDING AN EFFECTIVE DATE.

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

FISCAL IMPACTS:

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

 CONTRACT XX **ORDINANCE 2023-710** **MAP**
 LEASE **OTHER DOCUMENTS**

COUNCIL ACTION:

 APPROVED
 DENIED

ORDINANCE NUMBER 2023-710

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA ESTABLISHING A GOLF CART PARKING PERMIT PROGRAM IN ACCORDANCE WITH APPLICABLE FLORIDA LAW; REPEALING ALL ORDINANCES IN CONFLICT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Williston currently has authorized use of golf carts on certain roadways; and

WHEREAS, the City of Williston provides off-street and on-street parking for vehicles; and

WHEREAS, in order to maintain safe and orderly parking for all citizens, the City Council of the City of Williston has found it necessary to establish a Golf Cart Parking Permit Program;

WHEREAS, Section 316.008, Florida Statutes explicitly permits municipalities to continue to regulate or prohibit stopping, standing, or parking on streets and highways under the municipality's jurisdiction and within the reasonable exercise of the police power;

WHEREAS, after due consideration by the City Council of the City of Williston, the City Council has determined it is appropriate to establish the Golf Cart Parking Permit Program within the City of Williston as set forth in this ordinance.

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

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

Section 2. Section XX-XX relating to the Golf Cart Parking Permit Program within the City of Williston is hereby established as laid out in Exhibit "A" attached hereto.

Section 3. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Inclusion in the Code, Scrivener's Error. It is the intention of the City Council of the City of Williston, Florida, and it is hereby provided that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Williston, Florida; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section," "article," or other appropriate designation. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Manager or designee without public hearing, by filing a corrected or recodified copy of the same with the City.

Section 5. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 6. This ordinance shall take effect upon its passage at second and final reading.

PASSED ON FIRST READING, THIS _____ DAY OF _____, 2023.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Williston, Florida, after properly dispensing with the second reading, on final reading this _____ day of _____, 2023.

Attest:

City Of Williston

Latricia Wright
City Clerk

Debra Jones
President, City Council

Wavier of 30-day veto waiting period:

Approved as to legal form and content:

Charles Goodman, City Mayor

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

Exhibit "A"

Section XX-XX relating to the Golf Cart Parking Permit Program within the City of Williston is hereby established as follows:

(a) Golf Cart Parking Restrictions and Requirements

(1) Restrictions

- i. Golf carts may not be parked in any on-street parking spaces within City of Williston Right-of-Way located on streets not designated and signed for use by golf carts.
- ii. Golf carts may not be parked in any on-street parking spaces within City of Williston Right-of-Way located on streets designated for use by golf carts if not in possession of a Golf Cart Parking Permit.
- iii. Golf carts may not be parked in any off-street parking spaces on City of Williston property if not in possession of a Golf Cart Parking Permit.

(2) Requirements

- i. Golf carts must be parked in a parking space in a manner that allows 2 or more golf carts to utilize the space without blocking any golf cart from entering or exiting the space.
- ii. Golf carts must be parked wholly within parking spaces and may not encroach into another parking space.
- iii. Golf carts must prioritize parking in spaces already occupied by a golf cart over parking in an empty space unless there is not enough space to comply with other Golf Cart Parking Requirements.

(b) Issuance of Golf Cart Parking Permit; Placement of Signs

- (1) A permit shall be issued once the golf cart operator has completed the 'Golf Cart Parking Permit' application, presented their golf cart for Police Department inspection, and paid the permit fee.
- (2) Permit fees shall be determined by resolution passed by the City Council. The City Council shall review such fees and pass a new resolution updating said fees no less often than once every two years from the date of the first passed resolution. Permit fees shall be recommended to the City Council by the City Manager. The City Manager or their designee shall calculate the recommended permit fees based on the actual cost of manufacture and installation of pertinent signs, applications, permits, and administrative costs in connection with the issuance of permits.
- (3) The application for a golf cart parking permit shall contain the name of the owner(s) or operator(s) of the golf cart, a copy of their driver's license(s), the golf cart make, model, color, and serial number. The permittee(s) shall apply in person for the permit, shall present all required documentation, shall review all Golf Cart Parking Restrictions and Requirements, and shall review other material related to operating a golf cart within the City of Williston.
- (4) Golf cart parking permits are valid for the calendar year that they were provided and must be renewed yearly. Golf cart parking permits may be renewed for the following calendar year starting December 20th.

- (5) The permit must be displayed on the left rear bumper of the golf cart. For the permit to be valid it must be displayed as such on the golf cart listed on the completed application. Permits not displayed properly, in possession of an operator not named on the application, or on a vehicle other than listed will be null and void.
 - (6) A maximum of (4) operators are allowed per Golf Cart Parking Permit. All operators sharing a Golf Cart Parking Permit must all reside in the same household.
 - (7) A golf cart may only have one Golf Cart Parking permit at a time.
 - (8) A golf cart parking permit shall not guarantee or reserve to the holder a parking space.
- (c) It shall be unlawful for any person to represent that they are entitled to a golf cart parking permit when they are not entitled, or to hold or display such a permit at any time when they are not entitled.
- (d) Enforcement
- (1) Golf carts found to be parked in a manner violating the Golf Cart Parking Requirements and Restrictions:
 - i. Shall be issued a uniform parking citation pursuant to this section; and
 - ii. May be towed pursuant to this article.
- (e) Revocation of Permits and Penalties
- (1) The City Manager or their designee is authorized to revoke the golf cart parking permit of any individual found to be in violation of the provisions of this section.
 - (2) The police department is authorized to revoke the golf cart parking permit of any individual found in violation of Section X-X. or other traffic infractions committed involving the permitted golf cart. If the individual who commits such a violation has co-operators listed on the same parking permit in accordance with section (b)6 above, only the operator who commits the violation shall have their rights to the parking permit revoked.
 - (3) Failure to surrender a revoked golf cart parking permit within ten working days of written notification from the police department shall carry the following penalties:
 - i. The violator shall not be allowed to reapply for another permit for six months from the date of the written notification.
 - ii. Once restored, if the permit holder should once again have his permit revoked by the department, the operator would be restricted from applying for one year from the date of the written notification.

Date: 2-21-2023

COUNCIL AGENDA ITEM

RESOLUTION 2023-13:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE GRANT OF A UTILITY EASEMENT TO CENTRAL FLORIDA ELECTRIC COOPERATIVE, INC. ON PROPERTY LOCATED AT THE WILLISTON MUNICIPAL AIRPORT WITH A LEGAL DESCRIPTION AS OUTLINED IN THE ATTACHED EASEMENT DOCUMENT; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE EASEMENT DOCUMENT; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: LAURA JONES, CITY PLANNER
PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

FISCAL IMPACTS: None

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<u> </u> CONTRACT	<u> XX </u> RESOLUTION 2023-13	<u> </u> MAP
<u> </u> LEASE	<u> XX </u> OTHER DOCUMENTS	

COUNCIL ACTION:

 APPROVED

 DENIED

RESOLUTION NUMBER 2023-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE GRANT OF A UTILITY EASEMENT TO CENTRAL FLORIDA ELECTRIC COOPERATIVE, INC. ON PROPERTY LOCATED AT THE WILLISTON MUNICIPAL AIRPORT WITH A LEGAL DESCRIPTION AS OUTLINED IN THE ATTACHED EASEMENT DOCUMENT; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE EASEMENT DOCUMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Central Florida Electric Cooperative, Inc. has requested a utility easement for land located at the Williston Municipal Airport for the purpose of operation and maintenance of electric transmission and distribution lines and related facilities; and

WHEREAS, the requested easement is necessary to ensure the safe and efficient provision of electrical power to land located at the Williston Municipal Airport; and

WHEREAS, the requested easement will not unduly burden or hinder the Williston Municipal Airport's operations; and

WHEREAS, the City Council President is the appropriate individual to execute documents related to such easement; and

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

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 Easement to Central Florida Electric Cooperative, Inc. related to certain land located at the Williston Municipal Airport owned by the City of Williston, Florida and the appropriate City Official is hereby authorized to execute the Easement 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 21st day of February, 2023.

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

Debra Jones, City Council President

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

Approved as to Form and Legality:

Latricia Wright, City Clerk

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

Notes:

2a. Features and improvements, (i.e. foundations, utilities, septic tanks, etc.) not visible beneath the surface of the ground, have not been located unless specifically depicted or noted hereon. If a septic tank is shown upon the map, it was located by probing the ground only and not by excavation. Additional wells and septic tanks may exist which are unknown to the surveyor.

b. Fences, overhead wires, and symbols shown hereon may be exaggerated for pictorial purposes only and are not to scale.

c. Property lines should not be reconstructed based on distances to improvements.

d. Additions or deletions to Survey Maps by other than the signing surveyor is prohibited without written consent of the signing surveyor.

e. This survey does not reflect or determine ownership.

f. This survey is certified to the date of the data acquisition in the field (shown hereon as survey date), ONLY.

3. No instruments of record reflecting easements, rights-of-way, and/or ownership were furnished to the surveyor except as shown. No search of the public records has been done by the surveyor for any encumbrances for subject property or adjoining properties.

4. The building setbacks shown hereon were taken from the record plat or information furnished to the surveyor only. Therefore, if no building setbacks are shown hereon, this does not imply that there are none on subject property. It is suggested, by the surveyor, that all building setbacks (whether shown or not) are verified at the proper building department with the current zoning of the subject property.

5. Subject Property shown hereon may be a division of a parent tract based on information provided by the client. If so, this survey does not guarantee a building permit and it is suggested that all divisions are verified at the proper building department with the current zoning of the subject property.

6. Information from the Federal Emergency Management Agency (F.E.M.A.) Flood Insurance Rate Map shown hereon was current as of the effective or revised date of said map. Map revisions and amendments are periodically made by letter and may not be reflected on said map.

L1 S00°25'38"W 60.01'(M)
L2 S88°42'53"E 60.01'(M)

REMAINDER OF PARCEL 04430-000-00

P.O.B.

S88°42'53"E 203.00'

N00°25'38"E 215.00'

---S00°25'38"W 215.00'---

N88°42'53"W 203.00'

REMAINDER OF PARCEL 04430-000-00

A parcel of land lying in the Southeast ¼ of Section 11, Township 13 South, Range 18 East, Levy County, Florida; being more particularly described as follows:
Commence at the Southeast corner of said Section 11, and run thence North 00°52'40" West, along the East line of said Section, a distance of 654.49 feet; thence North 88°42'53" West, a distance of 30.44 feet to the centerline Intersection of S.W. 18th Street and S.W. 18th Avenue; thence continue North 88°42'53" West, a distance of 30.00 feet to the West right-of-way line of said S.W. 18th Street; thence South 00°25'38" West, along said West right-of-way line, a distance of 30.00 feet to the South right-of-way line of said S.W. 18th Avenue; thence North 88°42'53" West, along said South right-of-way line, a distance of 683.33 feet to the East right-of-way line of S.W. 19th Street; thence continue North 88°42'53" West, along said South right-of-way line, a distance of 60.00 feet to the West right-of-way line of said S.W. 19th Street and the Point-of-Beginning of the herein described parcel; thence South 00°25'38" West, along said West right-of-way line, a distance of 215.00 feet; thence North 88°42'53" West, a distance of 203.00 feet; thence North 00°25'38" East, a distance of 215.00 feet; thence South 88°42'53" East, a distance of 203.00 feet to the said Point-of-Beginning.
Containing 1.002 Acres, more or less.

Containing 1.002 Acres, more or less.

C W 19TH STREET

UNIVERSITY OF WISCONSIN (20) 4507 001

EAST LINE OF SECTION 11

$$A$$

14

LEGEND

- = 4"x6" CONC. UNMOUNTED FOUND
(NO IDENT. UNLESS SHOWN)
● = 1/2" IRON ROD FOUND
○ = 1/4" MILLER P.S.M. 5489
○ = 1/2" IRON ROD SET MARKED
○ = 1/4" MILLER P.S.M. 5489
● = 1/2" IRON ROD SET MARKED
● = WITNESS P.S.M. 5488
△ = NAIL & DISK SET "PRM CPG"
○ = 1/4" MILLER P.S.M. 5489
○ = UTILITY POLE
(P) = PLAT
(M) = MEASURED
(D) = DESCRIPTION
(C) = CALCULATED
IDENT. = IDENTIFICATION
(R.B.) = REFERENCE BEARING
P.O.C. = POINT-OF-COMMENCEMENT
P.O.B. = POINT-BEFORE
P.U. = PUBLIC UTILITY EASEMENT
P.U. & CH. = PUBLIC UTILITY &
EASEMENT
CH = CHORD
B.S. = BUILDING SETBACK
L.S. = SERVICE LINE
E = GUY WIRE ANCHOR

Prepared By:



McMILLEN SURVEYING, INC.
444 N.W. Main Street
Williston, Florida, 32696
Office: 352-528-6277

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

This survey meets the Standards of Practice set forth by the Florida Board of Surveyors & Mappers, pursuant to Chapter 5J-17, Florida Administrative Code.

Florida Professional Supervisor and

Moppor License No. LS 5469
Florida Professional Surveyor and
Moppor Business License No. LB 80
NOT VALID WITHOUT THE SIGNATURE &
ORIGINAL SEAL OF A FLORIDA

STEPHEN M. McMILLEN, P.S.M.

Professional Surveyor & Mapper

PREPARED FOR:

PREPARED FOR
CITY OF WILLISTON

[illegible]

er steve@mcsurveysin

1998年12月1日

Proj. No. 2022

Date: _____ Name: _____

Survey Date: 02
Field Book: 187
Page: 81

CITY COUNCIL AGENDA ITEM

February 21st, 2023

TOPIC: City Council Resolution 2023-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON COUNCIL PRESIDENT TO AUTHORIZE THE PURCHASE OF GAS SUPPLIES WITH DEVTECH SALES INC; AND PROVIDE AN EFFECTIVE DATE.

Requested By: Donald Barber, Public Works Supervisor

BACKGROUND / DESCRIPTION:

Between the low level of normal stock supplies and current development needs, natural gas parts and supplies are needed to complete the tasks of the department. Staff is asking Council to allow us to grow the inventory to meet the current needs of development. These three invoices, provided for by Exhibit A, are essential to finishing out the CLE development and accomplishing further risk management for the emergency supply of repair parts for the greater city system. Their total cost will not exceed \$55,000.00.

LEGAL REVIEW: NO / Sole Source

FISCAL IMPACTS: YES/ Not to exceed \$55K

RECOMMENDED ACTION: Staff recommends Approval

ATTACHMENTS: Exhibit A

ACTION:

_____ **APPROVED**

_____ **DISAPPROVE**

CITY COUNCIL RESOLUTION NO. 2023-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON COUNCIL PRESIDENT TO AUTHORIZE THE PURCHASE OF GAS SUPPLIES WITH DEVTECH SALES INC; AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, the City of Williston has the need for Natural gas supplies; and

WHEREAS the Customer and residents will be better serviced; and

WHEREAS the City Council will purchase through Devtech Sales Inc., for the purchase and supply of needed restock items for natural gas development not to exceed \$55,000.00.

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

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

Section 2. The Council President is authorized to execute the necessary contracts for the purchase and acquisition of Material and supplies for the City of Williston natural Gas Department.

PASSED AND ADOPTED at a meeting of the City Council this 21st day of February 2023.

CITY OF WILLISTON, FLORIDA

By: _____
Debra Jones, President

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Latricia Wright, City Clerk

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

EXHIBIT A



Quotation

Devtech Sales, Inc.
118 South Lake Avenue
Avon Park, FL 33825-3902
www.devtechsales.com

local 863.453.5959
800.366.9041
fax 863.453.0492
team@devtechsales.com

To: Mrs. Katie Hall
Florida Gas Utility
4619 NW 53rd Ave
Gainesville, FL 32653
katie@flgas.com

We are pleased to quote the following:

Quote # SB-012023-02B

Date 1/20/23

Terms Net 30 Days

Prices FOB Factory

Delivery 6-8 weeks ARO

Phone # (265) 334-0770

Mobile # (407) 399-7877

Reference # Williston

Item	Quantity	Description	Unit Price	Main Gate
A	100	Jomar 175-LWN Gas Service Valves, 3/4" NPT connection with lock wing, TEA coated, PN - 240-004T	\$23.50	\$2,350.00
Devtech Sales, Inc. will perform the invoicing				

Quoted By: Steve Baltzley (Steve Baltzley) / Accepted By:

EXHIBIT A



Devtech Sales, Inc.
118 South Lake Avenue
Avon Park, FL 33825-3902
www.devtechsales.com

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800.366.9041
fax 863.453.0492
team@devtechsales.com

To: Mrs. Katie Hall
Florida Gas Utility
4619 NW 53rd Ave
Gainesville, FL 32653
katie@flgas.com

We are pleased to quote the following:

Quote # SB-012023-02A

Date 1/20/23

Terms Net 30 Days

Prices FOB Factory

Delivery 6-8 weeks ARO

Phone # (265) 334-0770

Mobile # (407) 399-7877

Reference # Williston

Item	Quantity	Description	Unit Price	Main Gate
A	100	Steel Blue Fabrication 3/4" Prefab Residential 250 Meter Loop, 304L Stainless Steel, inlet 1A coin, OEMCO/PITT brass meter nut, 3/4" Honeywell SR113 regulator with 3/16" orifice and 7" spring, inlet nipple and 3/4" Jomar brass lockwing with insulated tail piece, premium Carboline DTM paint, pressure test P/N SB 7001T-1	\$139.00	\$13,900.00
Devtech Sales, Inc. will perform the invoicing				

Quoted By: Steve Baltzley (Steve Baltzley) / Accepted By:

EXHIBIT A



Devtech Sales, Inc.
118 South Lake Avenue
Avon Park, FL 33825-3902
www.devtechsales.com

local 863.453.5959
800.366.9041
fax 863.453.0492
team@devtechsales.com

To: Mrs. Katie Hall
Florida Gas Utility
4619 NW 53rd Ave
Gainesville, FL 32653
katie@fgas.com

We are pleased to quote the following:

Quote # SB-012023-02C

Date 1/20/23

Terms Net 30 Days

Prices FOB Factory

Delivery SEE BELOW

Phone # (265) 334-0770

Mobile # (407) 399-7877

Reference # Williston

Item	Quantity	Description	Unit Price	Main Gate
A	100	Honeywell American AC-250 diaphragm meter, 5# case, 2ft/1/2ft drive, OEMCO Pitt Top Connection 2024 ship date will be provided after Honeywell receives and processes the order.	\$159.00	\$15,900.00
B	20	Honeywell American AL-425 diaphragm meter, 10# case, 2ft/1/2ft drive, 1-1/4" 30LT Top Connection 60 WEEKS ARO	\$466.00	\$9,320.00
C	100	Ittron 100G ERT's for American Meter, face mounted, PN - ERG-5006-001 40-50 WEEKS ARO	\$85.00	\$8,500.00
Devtech Sales, Inc. will perform the invoicing				

Quoted By: Steve Baltzley (Steve Baltzley) / Accepted By:

CITY COUNCIL AGENDA ITEM

February 21st, 2023

TOPIC: City Council Resolution 2023-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON COUNCIL PRESIDENT TO AUTHORIZE THE ACCEPTANCE OF GRANT FUNDS FROM CONNECT HUMANITY; AND PROVIDE AN EFFECTIVE DATE.

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

BACKGROUND / DESCRIPTION:

The City of Williston Information Technology division will work alongside the City of Williston Public Works division to achieve an asset management study. It is our stated purpose to survey residents and local businesses on their level of need for an affordable high-speed internet connection. Staff will also spend a portion of time to inventory the Electrical pole system of the city, in order to prepare and evaluate the cost and specifications of building and maintaining the overall fiber system that the city would need in order to provided a fiber internet system to those in need.

We would commit to providing between ten and fifteen staff members on rotation for approximately three months, at intervals, to record and catalog the information gathered by this asset management study. Further managerial staff will collaborate and compile the data received by those in the field to present in whatever form our partners would need.

These grant funds would allow the City of Williston to utilize field staff to retrieve the necessary data at an average cost of \$15.91 an hour per employee. The city would propose the use of two employees at a time to work through our system and those residents we currently provide any utility service to. In order to fill out surveys and record and mark the condition and placement of infrastructure that will be utilized in building an affordable internet fiber system. This would take approximately \$95.46 a day per employee, (at six hours a day), and would further cost around \$190.92 a day for the two proposed employees. For a thirty day period of time this cost would be approximately \$5727.60. We would see this data collection period to be roughly three months. At a total cost of \$17182.80. The remaining \$2817.20, would be reserved for contingency costs like materials and supplies. It would also constitute administrative time for the final results.

LEGAL REVIEW: NO

FISCAL IMPACTS: YES/ \$20,000.00 Dedicated Revenue for Data Collection

RECOMMENDED ACTION: Staff recommends Approval

ATTACHMENTS: Exhibit A

ACTION:

☐ **APPROVED**

☐ **DISAPPROVE**

CITY COUNCIL RESOLUTION NO. 2023-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON COUNCIL PRESIDENT TO AUTHORIZE THE ACCEPTANCE OF GRANT FUNDS FROM CONNECT HUMANITY; AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, the Community of Williston has identified a need for affordable high speed internet services; and

WHEREAS the cost of research and development can be prohibitive; and

WHEREAS the City Council will accept grant funding from Connect Humanity in the amount of \$20,000.00, to gather the necessary information for analyzing the opportunities for future fiber internet services for our utility customers.

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

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

Section 2. The Council President is hereby authorized to designate the necessary person(s) for the acceptance of grant funding from Connect Humanity.

PASSED AND ADOPTED at a meeting of the City Council this 21st day of February 2023.

CITY OF WILLISTON, FLORIDA

By: _____
Debra Jones, President

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Latricia Wright, City Clerk

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

02/14/2023

Aaron Mills / Laura Jones

IT Director / Grants Manager

City of Williston, FL

50 NW Main Street Williston, FL 32696

Grant Reference #: CH2023-G001

Dear City Manager, Terry Bovaird,

On behalf of Connect Humanity, I am happy to inform you that your proposal for a Planning Grant for Digital Equity Connectivity Plan for \$20,000.00 has completed our due diligence process and has been approved. Further grant details are as follows:

	“Grantee”	“Connect Humanity”
Name of Organization	City of Williston, FL	Connect Humanity
Contact Person Name	Aaron Mills / Laura Jones	Melissa Huerta
Contact Person Title	IT Director / Grants Manager	Chief Program Officer
Contact Person E-mail	City.planner@willistonfl.org	melissa@connecthumanity.fund
Signatory Name	Terry Bovaird	Melissa Huerta
Signatory Title	City Manager	Chief Program Officer
Signatory E-mail	City.manager@willistonfl.org	melissa@connecthumanity.fund
E-mail for Legal Notices	City.clerk@willistonfl.org	grants@connecthumanity.fund
Address Street Address City, State Country, Postal Code	50 NW Main Street Williston, FL 32696	185 Santa Rita Ave Palo Alto, California U.S.A. 94301
Telephone Number	352-528-3060	
Grant Start Date	March 21 st 2023	
Grant End Date	September 21 st 2023	
Reporting Requirements	2 Reports due within one month after grant end date: Final Narrative Report and Final Budget Report.	

Attachments	Attachment A Project Description
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This grant has the following payment schedule:

Payment Number	Scheduled Payment Date	Payment Amount	Payment Method	Conditions for Disbursing Payment
1	03/21/2023	\$20,000.00	Check Draft	Upon signing

Please review the grant agreement and indicate with your signature that you agree to all the terms and conditions set forth below.

Terms and Conditions

This grant agreement and any attachments or addenda hereto (“**Agreement**”) is entered into between Connect Humanity and Grantee (“**Parties**”).

Grant Purpose

The grant is to be used solely for the purposes described in Attachment A (the “**Project**”), except with Connect Humanity’s prior written permission. Any portion of this award not used for the stated purpose must be repaid to Connect Humanity by Grantee.

1. Grantee Representation and Compliance

- A. Grantee has obtained recognition's of its tax-exempt status Section 501(c)(3) of the Internal Revenue Code (the “**Code**”) from the Internal Revenue Service (the “**IRS**”) and is not classified as a private foundation under Section 509(a) of the Code.
- B. Grantee will notify Connect Humanity immediately in writing if it experiences any changes in its tax exempt status, any proposed or actual revocation of such status from the IRS or relevant state authority, or a change in its executive staff or key staff.
- C. Grantee agrees to comply with all applicable laws, including, but not limited to, those relating to terrorism, trade sanctions, bribery or corruption, including the regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Foreign Corrupt Practices Act and, if not a U.S. entity, any other similar laws applicable to organizations doing business in Grantee’s country.
- D. Grantee certifies that it will not promote or engage in violence, terrorism, bigotry, or the destruction of any State, and that no grant funds will be used to promote or engage in violence or the destruction of property, or to provide support or make payments to any person or entity that promotes or engages in such activities.

2. Grant Usage

- A. Grantee will utilize the grant’s proceeds only for charitable and educational activities consistent with its tax-exempt status described above and only in accordance with the budget included in Attachment A, if any.
- B. No portion of the grant funds shall be used in any attempt to influence legislation within the meaning of Section 501(c)(3) of the Internal Revenue Code.
- C. Grantee shall not use any portion of the grant funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)(3) of the Code.

- D. Grantee retains full discretion and control over the process of selecting any subgrantee or contractor and shall have the unilateral right, independent of Connect Humanity, to select any subgrantee or contractor convenient or necessary to carry out the purposes of the grant. Connect Humanity has not earmarked grant funds to any subgrantee or contractor, and there is no agreement, written or oral, by which Connect Humanity may cause Grantee to choose a particular subgrantee or contractor. For each subgrantee or contractor, Grantee is responsible for conducting a pre-grant inquiry, entering a subgrant or contractor agreement, distributing and record keeping of sub-grant funds, and gathering relevant reports. Grantee is responsible for all acts and omissions of any of Grantee's trustees, directors, officers, employees, subgrantees, contractors, contingent workers, agents, and affiliates assisting with the grant; and ensuring their compliance with the terms of this Agreement. All obligations of Grantee to Connect Humanity under this Agreement shall remain in full force and effect for all grant funds, regardless of subgrants.
- E. Grantee accepts full responsibility for complying with all reporting requirements listed in Attachment A. Reports shall be delivered to Connect Humanity on or before the dates indicated in Attachment A via e-mail to grants@connecthumanity.fund. At Connect Humanity's request, Grantee will provide such additional information, reports, and documents regarding the Project and Grantee's use of the grant funds as Connect Humanity may request.
- F. Grantee must provide Connect Humanity with immediate written notification of:
- a. Grantee's inability to expend the grant, or any portion of the grant, for the purposes set forth above; or
 - b. any expenditure of grant funds for a purpose other than those for which the grant was intended or in violation of this Agreement.
- G. Grantee agrees that it will provide Connect Humanity with reasonable access to review relevant records for the purpose of evaluating the expenditure of grant funds and ensuring compliance with the terms of this Agreement, and that it will maintain complete records regarding the use of grant funds, including receipts for all expenditures, for a period of three years following the completion of the Project or the termination of this Agreement, whichever is later. Grantee must keep its accounts so that grant funds received from Connect Humanity spent on the Project can be distinguished from other funds, and so that no expenditures are double-counted as expenditures of more than one grant.
- H. Grantee accepts full responsibility for executing the Project as outlined in Attachment A and for complying with this Agreement's terms and conditions.
- I. Grantee represents that its proposal to Connect Humanity and any other information provided to Connect Humanity about its organization, activities, and about the Project have and continue to be accurate as of the date of this Agreement and do not omit any facts that would make that information materially misleading.
- J. If Grantee breaches this Agreement, or if Connect Humanity becomes aware of facts that cast serious doubt on Grantee's ability to use the grant funds as intended or that cause Connect Humanity to determine that allowing the Grantee to retain its grant funds would present a

significant risk to Connect Humanity's reputation, mission, or tax-exempt status, Connect Humanity reserves the right to discontinue, suspend, modify, or withhold any payments to be made under this Agreement, or to require a total or partial refund of any grant funds (other than funds already spent on the Project in full compliance with this Agreement) if Connect Humanity deems such action necessary in its sole discretion.

3. Intellectual Property and Copyright

- A. Grantee will retain all rights, including intellectual property rights, in and to final works resulting from the Project, if any (together, the **"Work Product"**), and nothing in this Agreement will be deemed or interpreted to transfer ownership of any such rights to Connect Humanity. Nevertheless, to ensure that Connect Humanity's grants have as broad an impact as possible, Connect Humanity requires grantees to license any resulting Work Product to the public for free through an open license. Accordingly, Grantee agrees to make the Work Product available to the public in a readily accessible format (e.g., on Grantee's public website) under the most recent version of the Creative Commons Attribution license (CC-BY). In addition, Connect Humanity acknowledges that Grantee retains the right to also make the Work Product available under separate license terms, in its discretion.

Full legal text of the above referenced license is available at the following URL and Grantee acknowledges and agrees that it has read and understands the license terms and conditions:

<http://creativecommons.org/licenses/by/4.0/legalcode> (A summary may be found at <http://creativecommons.org/licenses/by/4.0/>.)

Connect Humanity respects the intellectual property rights of others. Accordingly, Connect Humanity requires, and Grantee represents to Connect Humanity, that the Work Product produced hereunder are original to Grantee, or that Grantee has obtained sufficient rights, licenses, and permissions to distribute and license the Work Product to both Grantee and under CC-BY, except and solely with respect to any particular item in the Work Product that is expressly identified in writing as owned by a third party not licensed under CC-BY.

- B. In the event that Grantee licenses or transfers any intellectual property contained in the Work Product to a third party, such license or transfer will be subject to the licenses contained in this Agreement and will also comply with Section 501(c)(3) of the Code.
- C. The Grantee hereby grants to Connect Humanity a fully paid-up, royalty free, worldwide, irrevocable, and non-exclusive license to use, reproduce, display, distribute, translate, adapt, modify, improve, and create derivatives of any Work Product developed under this Agreement, with the right to grant sub-licenses, subject only to the CC-BY license described above.

4. Grant disclosure, acknowledgment, and publicity

- A. Connect Humanity supports transparency and may disclose its grants through its own digital content, principally its website (www.connecthumanity.fund), newsletter, and reports. This data generally includes grantee name, grant amount, duration, award date, and purpose. Grantee may share this information with no additional permission from Connect Humanity required once this agreement is executed.

- B. Connect Humanity requires grantees to include Connect Humanity in lists of funders and annual reports as a matter of transparency and accountability. Similarly, Connect Humanity requires that Grantees that use our funds specifically for nonpartisan research and analysis should disclose us as a funder, as a matter of sound research practice.
- C. When it serves an organization's charitable goals and strategies, grantees are also welcome to acknowledge Connect Humanity's support in other ways. To ensure that Connect Humanity's grant making programs are portrayed accurately, any use of Connect Humanity's information not described in paragraphs 4(A), (B), and (C) above, such as its name, logo, or names of its staffers, in cases including but not limited to titles of programs, research reports, paid advertisements, press releases, in meeting materials and digital content, must be reviewed and pre-approved by Connect Humanity. If Grantee wishes to use a Connect Humanity name or logo in connection with the grant, please review Connect Humanity's press release guidelines. Grantee shall not state or imply that Connect Humanity endorses Grantee's activities or statements without Connect Humanity's express written consent. All requests for approval should be directed to press@connecthumanity.fund with grantee's main point of contact at Connect Humanity copied.

5. Indemnification

Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Connect Humanity, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees), directly or indirectly, wholly or partially, arising from or in connection with any act or omission of Grantee, its officers, directors, employees, or agents, in applying for or accepting the grant funds, in expending or applying the proceeds of the grant, or in carrying out the Project.

6. Governing Law

- A. This Agreement shall be governed by the laws of the State of California applicable to contracts to be performed entirely within the State. For the purpose of any action or proceeding arising out of or relating to this Agreement, each of the parties hereto irrevocably (a) submits to the exclusive jurisdiction of the state courts of California and to the jurisdiction of the United States District Court for the *[Northern District]* of California; and (b) agrees that all claims in respect of such action or proceeding shall be heard and determined exclusively in any California state or U.S. federal court sitting in the *[City of Palo Alto and County of Santa Clara]*, California.
- B. Connect Humanity reserves the right to enforce the terms and conditions of the grant, including by filing suit in a court of competent jurisdiction in the United States of America, and the Grantee agrees not to contest the standing of Connect Humanity to bring any such suit and agrees to submit to the jurisdiction of such court.

7. Relationship of Parties

- C. The parties do not intend to create a joint venture, and the grant does not represent a payment for services rendered to Connect Humanity. Rather, the grant is intended to support the Grantee in its charitable activities.

- D. This Agreement supersedes any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter. It is not intended to create rights enforceable by any third-party beneficiaries.
- E. This Agreement may not be amended or modified, except in writing signed by both parties.

8. Survival

In addition to any other sections of this Agreement that explicitly state, or by their terms imply, their survival after expiration or termination of this Agreement, the provisions of Sections 2(A), 2(B), 2(C), 2(D), 2(E), 2(G), 3(A), 3(B), 3(C), 4(B), 4(C), 5, and 9(A) shall survive expiration or termination of this Agreement for any reason. For clarity, Grantee's obligation to provide reporting in accordance with Section 2(E) shall not terminate until the end of the Grant Period, regardless of any earlier termination for any reason.

9. Miscellaneous

- A. The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
- B. Unless expressly provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.
- C. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable.
- D. Grantee shall immediately repay to Connect Humanity any portion of the grant funds which is spent or committed for any purpose other than the purpose for which this grant was made. If Connect Humanity in its reasonable discretion determines that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit adequate reports when due, Connect Humanity may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and Connect Humanity may demand the return of all or part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately repay to Connect Humanity. Connect Humanity may also avail itself of any other remedies available by law. This Agreement may be enforced by Connect Humanity by an action for specific performance and injunctive relief or by any other appropriate remedy by any court having jurisdiction.

10. Electronic Signatures and Notice

- A. Grantee will return a signed copy of the entire grant agreement letter to Connect Humanity electronically via DocuSign or other software indicated by Connect Humanity, which will ensure faster processing of your grant payment. The parties agree that this grant agreement may be electronically signed, and that electronic signatures appearing on this agreement are the same as handwritten signatures for purposes of validity, enforceability, and admissibility. This grant agreement may be executed by Grantee and Connect Humanity in one or more

counterparts, each of which will be deemed an original and all of which will constitute one and the same agreement.

- B. With exception of requests to use Connect Humanity's name, logos, etc. described in Section 4, all notices shall be made in writing in English to the E-mail Address for Legal Notices or by certified mail to the postal address listed above and shall be effective upon receipt.

[Signature page follows.]

I declare that I am authorized to sign this agreement on behalf of the organization named below, and all representations made in this Agreement by that party are true and correct to the best of my knowledge:

CITY OF WILLISTON, FL

Terry Bovaird
City Manager

Date

CONNECT HUMANITY

Melissa Huerta
Chief Program Officer

Date

ATTACHMENT A

PROJECT DESCRIPTION

This Project Description (the “**Project Description**”) dated 03/21/2023 is part of and incorporated into the Agreement entered into by Connect Humanity, a California nonprofit public benefit corporation, and **City of Williston, FL**, an **organization type**. Activities and Work Product produced under this Project Description will be subject to the terms and conditions of the Agreement.

Expected date of start of activities: 03/21/2023

Expected date of end of activities: 09/21/2023

Grant amount (USD): \$20,000.00

1. Project Summary.

Grantee will work closely with Lit Communities and Connect Humanity to design a Digital Equity Connectivity Plan for the City of Williston, FL.

By assessing current market and community conditions, performing high level network design and a financial model and identifying funding strategies as well as community partners and potential partnerships a clear set of recommendations will be provided. The final business plan will provide actionable next steps for enhancing connectivity and meeting the identified needs.

Lit Communities will provide project management and coordinate all work. Lit will schedule recurring meetings with the City to review progress and present a final report to the community, its stakeholders, and partners.

2. Activities. The grantee will engage in the following activities:

As part of the partnership with Lit Communities, the City of Williston, FL will work to

- Share any existing mapping data (eg GIS and AutoCAD files, including base map features).
- Share any and all relevant data the City has in its possession or access to.
- Collaborate with Lit Communities to launch a demand aggregation survey to collect information from residents and businesses.
- Support Lit Communities in its assessment of digital equity and inclusion.
- Support Lit Communities in developing its preliminary design and construction ride out.
- Support Lit Communities in engaging primary stakeholders in strategy sessions.
- Participate in strategy sessions and provide useful, actionable feedback.
- Drive necessary community engagement, including but not limited to the aforementioned survey.
- Respond to requests for information by Lit Communities regarding their business and financial models.
- Engage with Connect Humanity to provide updates, progress status, and feedback.

3. Outputs & Impact. The activities listed above are intended to result in the following outputs:

Digital Equity Connectivity Plan for the City of Williston, FL, including a plan for funding.

4. Budget.

The City of Williston Information Technology division will work alongside the City of Williston Public Works division to achieve an asset management study. It is our stated purpose to survey residents and local businesses on their level of need for an affordable high-speed internet connection. Staff will also spend a portion of time to inventory the Electrical pole system of the city, in order to prepare and evaluate the cost and specifications of building and maintaining the overall fiber system that the city would need in order to provided a fiber internet system to those in need.

We would commit to providing between ten and fifteen staff members on rotation for approximately three months, at intervals, to record and catalog the information gathered by this asset management study. Further managerial staff will collaborate and compile the data received by those in the field to present in whatever form our partners would need.

These grant funds would allow the City of Williston to utilize field staff to retrieve the necessary data at an average cost of \$15.91 an hour per employee. The city would propose the use of two employees at a time to work through our system and those residents we currently provide any utility service to. In order to fill out surveys and record and mark the condition and placement of infrastructure that will be utilized in building an affordable internet fiber system. This would take approximately \$95.46 a day per employee, (at six hours a day), and would further cost around \$190.92 a day for the two proposed employees. For a thirty day period of time this cost would be approximately \$5727.60. We would see this data collection period to be roughly three months. At a total cost of \$17182.80. The remaining \$2817.20, would be reserved for contingency costs like materials and supplies. It would also constitute administrative time for the final results.

5. Reporting Requirements.

Type of Report	Due by Date	Date Relative to Grant	Other Notes
Narrative final report	10/21/2023	One month after grant ends.	
Budget report	10/21/2023	One month after grant ends.	Report all unspent funds.
Total Reports	2		

All reports shall be transmitted by e-mail to grants@connecthumanity.fund

6. Payment Schedule

Payment number	Scheduled Payment date	Payment Amount	Payment method	Conditions for disbursing payment
1	03/21/2023	\$20,000.00	Check Draft	Upon signing grant agreement.

Date: 2-21-2023

COUNCIL AGENDA ITEM

RESOLUTION 2023-16:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE QUIT CLAIM DEED AND BILL OF SALE BETWEEN WILLISTON COMMUNITY ANIMAL SHELTER AND THE CITY OF WILLISTON REGARDING PROPERTY AT THE AIRPORT WITH A LEGAL DESCRIPTION AS OUTLINED IN THE ATTACHED QUIT CLAIM DEED; ACCEPTING FROM WILLISTON COMMUNITY ANIMAL SHELTER, INC THE RIGHTS AND RESPONSIBILITIES ASSOCIATED WITH THE WILLISTON COMMUNITY ANIMAL SHELTER; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE A FORMAL TERMINATION OF LEASE AND ANY OTHER SUCH DOCUMENTS REQUIRED TO EFFECTUATE SUCH ACCEPTANCE OF RIGHTS AND RESPONSIBILITIES; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE QUIT CLAIM DEED AND BILL OF SALE AND ANY OTHER DOCUMENTS REQUIRED TO EFFECTUATE SUCH TRANSFER; AND PROVIDING AN EFFECTIVE DATE.

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

FISCAL IMPACTS:

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

_____ CONTRACT XX RESOLUTION 2023-16 _____ MAP
_____ LEASE XX OTHER DOCUMENTS

COUNCIL ACTION:

_____ APPROVED
_____ DENIED

RESOLUTION NUMBER 2023-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE QUIT CLAIM DEED AND BILL OF SALE BETWEEN WILLISTON COMMUNITY ANIMAL SHELTER AND THE CITY OF WILLISTON REGARDING PROPERTY AT THE AIRPORT WITH A LEGAL DESCRIPTION AS OUTLINED IN THE ATTACHED QUIT CLAIM DEED; ACCEPTING FROM WILLISTON COMMUNITY ANIMAL SHELTER, INC THE RIGHTS AND RESPONSIBILITIES ASSOCIATED WITH THE WILLISTON COMMUNITY ANIMAL SHELTER; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE A FORMAL TERMINATION OF LEASE AND ANY OTHER SUCH DOCUMENTS REQUIRED TO EFFECTUATE SUCH ACCEPTANCE OF RIGHTS AND RESPONSIBILITIES; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE QUIT CLAIM DEED AND BILL OF SALE AND ANY OTHER DOCUMENTS REQUIRED TO EFFECTUATE SUCH TRANSFER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Williston Community Animal Shelter, Inc. previously signed an entered into a lease with the City of Williston which authorized them to lease a tract of land located at the Williston Municipal Airport and charged them with building an animal shelter thereon for future operation by the City of Williston; and

WHEREAS, the responsibility of the construction of an animal shelter was thereafter undertaken by the Williston Community Animal Shelter and has been completed to the standard of the City Council; and

WHEREAS, the City Council has determined that it is now appropriate for the City of Williston to exercise their rights and responsibilities under the previous agreement and to undertake the operation of the Williston Community Animal Shelter;

WHEREAS, the attached documents ensure that all rights and responsibilities regarding the relevant property and all buildings, fixtures, etc. thereon lie with the City of Williston;

WHEREAS, the City Council finds it appropriate to terminate the current lease with Williston Community Animal Shelter, Inc. and to relive them to the responsibilities therein barring any liens remaining from construction;

WHEREAS, the City Council President is the appropriate individual to execute any such relevant documents; and

WHEREAS, the City Council has determined it is in the City's best interest to authorize the City Manager to execute the Quit Claim Deed, an unexecuted copy of which is attached hereto as Exhibit A, the Bill of Sale, an unexecuted copy of which is attached hereto as Exhibit B, a formal termination of lease, and other such documents as are required to realize the aforementioned intentions of the City.

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 Quit Claim Deed and the Bill of Sale between Williston Community Animal Shelter, Inc. and the City of Williston, Florida and the appropriate City Official is hereby authorized to execute said documents which are attached hereto as Exhibit "A" and Exhibit "B".

Section 2. The City Council hereby authorizes the City Council President to execute a termination of lease with Williston Community Animal Shelter, Inc. barring any liens remaining from construction.

Section 3. 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 21ST day of February, 2023.

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

Debra Jones, City Council President

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

Approved as to Form and Legality:

Latricia Wright, City Clerk

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

Prepared by and return to:

Kiersten Ballou

Attorney at Law

Folds Walker, LLC

527 East University Avenue

Gainesville, FL 32601

352-372-1282

File Number: 6529.00-City of Williston

[Space Above This Line For Recording Data]

Quit Claim Deed

This Quit Claim Deed made this ____ day of **February, 2023** between **Williston Community Animal Shelter, Inc.** whose post office address is **1760 SW 18th Street, Williston, Florida, 32696**, grantor, and **City of Williston, Florida, a Florida municipality** whose post office address is **Post Office Drawer 160, Williston, Florida 32696**, grantee:

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

Witnesseth, that said grantor, for and in consideration of the sum **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **Levy County, Florida** to-wit:

A parcel of land lying southwest ¼ of section 12 township 13 south, Range 18 east, levy county Florida; within the Williston municipal airport, being more pre particularly described as follows:

Commence at the southwest corner of said section 12 and run thence North 00°27'25" West, along the west line of said section, a distance of 1211.21 feet; thence north 88°59'34" East, a distance of 8.32 ft to the East right-of-way line of SW 18th ST; thence south 00°25'26", along said east right of way line, a distance of 25.01 feet to the Point-of-beginning of the herein described parcel; thence continue south 00°25'26" West, along east Right of way line, a distance of 405.66 feet; thence south 67°28'18" east, a distance of 489.02ft ; thence north 45°05'55" east, a distance of 228.65 ft to the southwest corner of a previously prepared lease to the Williston Animal Group; thence north 01°00'26" west, along the west line of said lease, a distance of 442.29 ft ; thence south 88°59'34" west, a distance of 602.97 ft to the said point of beginning. Containing 7.105 acres more or less.

Parcel Identification Number: 0444-000000

THIS INSTRUMENT WAS PREPARED AT THE REQUEST OF, AND UNDER THE INSTRUCTION OF, THE GRANTEE, [CITY OF WILLISTON, FLORIDA], WITHOUT BENEFIT OF TITLE EXAMINATION. NO REVIEW OR EXAMINATION OF TITLE TO THE ABOVE-DESCRIBED PROPERTY HAS BEEN MADE BY KIERSTEN BALLOU, OR THE FIRM OF FOLDS WALKER, LLC AND THE DESCRIPTION WAS DERIVED WITHOUT A SURVEY AND NO OPINIONS OR REPRESENTATIONS ARE BEING MADE EITHER EXPRESSLY OR IMPLIEDLY BY SUCH INDIVIDUAL OR FIRM AS TO THE ACCURACY OF SAID DESCRIPTION.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, including any leasehold either in law or equity, for the use, benefit, and profit of the said grantee forever.

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

Signed, sealed and delivered in our presence:

Witness Name: _____

_____(Seal)
President, Williston Community Animal Shelter, Inc.

Witness Name: _____

Attest, By Secretary of Williston Community
Animal Shelter, Inc.

_____, Secretary

State of Florida
County of Levy

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____
day of [MONTH], [YEAR] by [GRANTOR NAME] who is personally known to me or who has produced
_____ as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

Bill of Sale

This Bill of Sale, made on February __, 2023, between **Willison Community Animal Shelter, Inc.**("Seller"), and **City of Williston, Florida, a Florida municipality** ("Buyer").

Witneseth, that Seller, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to Seller by Buyer, receipt and sufficiency of which is hereby acknowledged, delivers, grants, bargains, sells and transfers forever to Buyer the following goods, chattels, fixtures, furniture, and buildings, to wit:

Said property being located at:

A parcel of land lying southwest ¼ of section 12 township 13 south, Range 18 east, levy county Florida; within the Williston municipal airport.

Seller covenants to Buyer that Seller is the lawful owner of the said goods, chattels, fixtures, furniture, and buildings; that they are free from all encumbrances; that Seller has good right to sell that property, and that Seller will warrant and defend the sale of said property, goods, chattels, fixtures, furniture, and buildings unto the Buyer against the lawful claims and demands of all persons whomsoever.

"Seller" and "Buyer" shall be used for singular or plural, natural or artificial, which terms shall include the heirs, legal representatives, successors and assigns of Seller and Buyer whenever the context so requires or admits.

Williston Community Animal Shelter, Inc.

By: _____

_____, President

Attest: _____

_____, Secretary

State of Florida
County of Levy

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of February, 2023 by _____, President of Williston Community Animal Shelter, Inc. who ☐ is personally known or ☐ has produced a driver's license as identification.

[Seal]

Notary Public

Print Name: _____

My Commission Expires: _____



7420 W Newberry Rd. Ste B
Gainesville, FL 32605

GENERAL CONTRACTOR SWORN STATEMENT OF INDEBTEDNESS AND FINAL WAIVER OF LIEN RIGHTS

Jason T. Huddleston, being duly sworn upon his oath, disposes and says:

1. He is the President of Red Door Homes of North Central Florida, LLC (hereinafter referred to as "General Contractor").
2. He is over the age of 21 years and is authorized to make this affidavit on behalf of General Contractor.
3. Contractor is the provider of a new structure sold to Williston Community Animal Shelter, (hereinafter referred to as "Shelter", which is being constructed on property located at 1760 SW 18th St Williston FL 32696, pursuant to a project contract between General Contractor and Shelter.
4. This affidavit is made for the express purpose of releasing Shelter of any further financial obligations as all obligation have been paid in full.
5. General Contractor warrants that all payments have been received, that they are not due any additional funds from Shelter pursuant to the project contract and therefore this letter is a final waiver of any lien rights.

GENERAL CONTRACTOR

Jason T. Huddleston, President
Red Door Homes of North Central Florida, LLC

STATE OF FLORIDA)

) SS: Acknowledgement

COUNTY OF ALACHUA)

Before me, a Notary Public in and for said County and State, personally appeared Jason T. Huddleston, the President of Red Door Homes of North Central Florida, LLC who acknowledged the execution of the foregoing General Contractor Sworn Statement of Indebtedness and Waiver of Lien, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 14th day of February, 2023.

My county of residence: Alachua

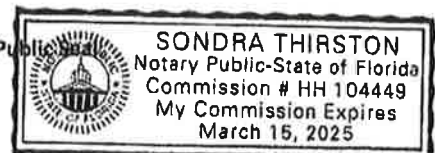
My commission expires: March 15, 2025

Signature, Notary Public:

Printed, Notary Public:

Sondra Thirston

Notary Public



Date: February 21, 2023

COUNCIL AGENDA ITEM

RESOLUTION 2023-17:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE A RENEWAL AND LEASE TERM EXTENSION WITH THE LEVY COUNTY SCHOOL BOARD FOR PROPERTY AT THE AIRPORT IDENTIFIED AS THE WHS FFA LAND LAB. 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 has been a part of the community since 1983. Thousands of WHS graduates have learned and developed skills that have made a profound impact on our community. As our community has a very large Agricultural component, it only makes sense to provide an area for the local Future Farmers of America chapter to invest in its students and our community.

RECOMMENDED ACTION: Staff highly recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2023-17	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

COUNCIL ACTION:

☐ **APPROVED**

☐ **DENIED**

RESOLUTION NUMBER 2023-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE A RENEWAL AND LEASE TERM EXTENSION WITH THE LEVY COUNTY SCHOOL BOARD FOR PROPERTY AT THE AIRPORT IDENTIFIED AS THE WHS FFA LAND LAB. AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston ("Lessor"), and the Levy County School Board ("Lessee"), on February 22, 1983, did enter into a Lease ("Original Lease"); and

WHEREAS, a Lease Extension ("Modification") was agreed upon by the Lessor and Lessee on February 22, 1993, thereby extending the Original Lease for ten (10) years to February 22, 2003; and

WHEREAS, a Lease Renewal & Extension was agreed upon by the Lessor and Lessee on January 21, 2003, thereby renewing and extending the Original Lease for ten (10) years to February 22, 2013; and

WHEREAS, Lessee now requests a lease term extension of ten (10) years and acknowledges that the land description included within the Original Lease and the Modification may not be accurately described and; therefore, agrees that a more accurate description is included herein;

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

1. The above recitals are true and accurate and are made a part of this resolution.
2. The lease term is hereby extended for ten (10) years, to **February 22, 2033**.
3. The rent for the additional ten (10) years shall be the sum of ten dollars per year, plus applicable taxes, to be paid in advance.
4. The real property to be leased is fairly described as: 37 acres MOL, located in the NW ¼ of the SW ¼ of Section 12, TWP 13, Range 18. All of which is shown in the attached one-page aerial map.
5. Except for the provisions contained herein, all original terms, conditions, and covenants of the Original Lease and any Modification shall remain in full force and effect.

PASSED AND ADOPTED at a meeting of the City Council this 21st day of February 2023.

CITY OF WILLISTON

BY: _____
Debra Jones, President City Council

**APPROVED AS TO FORM
AND LEGALITY:**

Kiersten Ballou, Attorney

ATTEST: _____
Latricia Wright, City Clerk

LEASE RENEWAL AND TERM EXTENSION

WHEREAS, the City of Williston (“Lessor”), and the Levy County School Board (“Lessee”), on February 22, 1983, did enter into a Lease (“Original Lease”); and

WHEREAS, a Lease Extension (“Modification”) was agreed upon by the Lessor and Lessee on February 22, 1993, thereby extending the Original Lease for ten (10) years to February 22, 2003; and

WHEREAS, a Lease Renewal & Extension was agreed upon by the Lessor and Lessee on January 21, 2003, thereby renewing and extending the Original Lease for ten (10) years to February 22, 2013; and

WHEREAS, Lessee now requests a lease term extension of ten (10) years and acknowledges that the land description included within the Original Lease and the Modification may not be accurately described and; therefore, agrees that a more accurate description is included herein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Lessor and the Lessee agree as follows:

1. The lease term is hereby extended for ten (10) years, to **February 22, 2033**.
2. The rent for the additional ten (10) years shall be the sum of ten dollars per year, shall be paid within 30 days of executed agreement.
3. The real property to be leased is fairly described as: 37 acres MOL, located in the NW ¼ of the SW ¼ of Section 12, TWP 13, Range 18. All of which is shown in the attached one page aerial map.
4. Except for the provisions contained herein, all original terms, conditions, and covenants of the Original Lease and any Modification shall remain in full force and effect.

LEASE TERM EXTENSION
LEVY COUNTY SCHOOL BOARD AIRPORT LEASE FEBRUARY 2023

Signed this _____ day of _____, 2023

LESSEE:
LEVY COUNTY SCHOOL BOARD

LESSOR:
CITY OF WILLISTON

BY: _____
Christopher A. Cowart,
Superintendent of Schools

BY: _____
Debra Jones
President, City Council

ATTEST: _____
Angela Hogan,
Secretary to Superintendent

ATTEST: _____
Latricia Wright
City Clerk

STATE OF FLORIDA
COUNTY OF LEVY

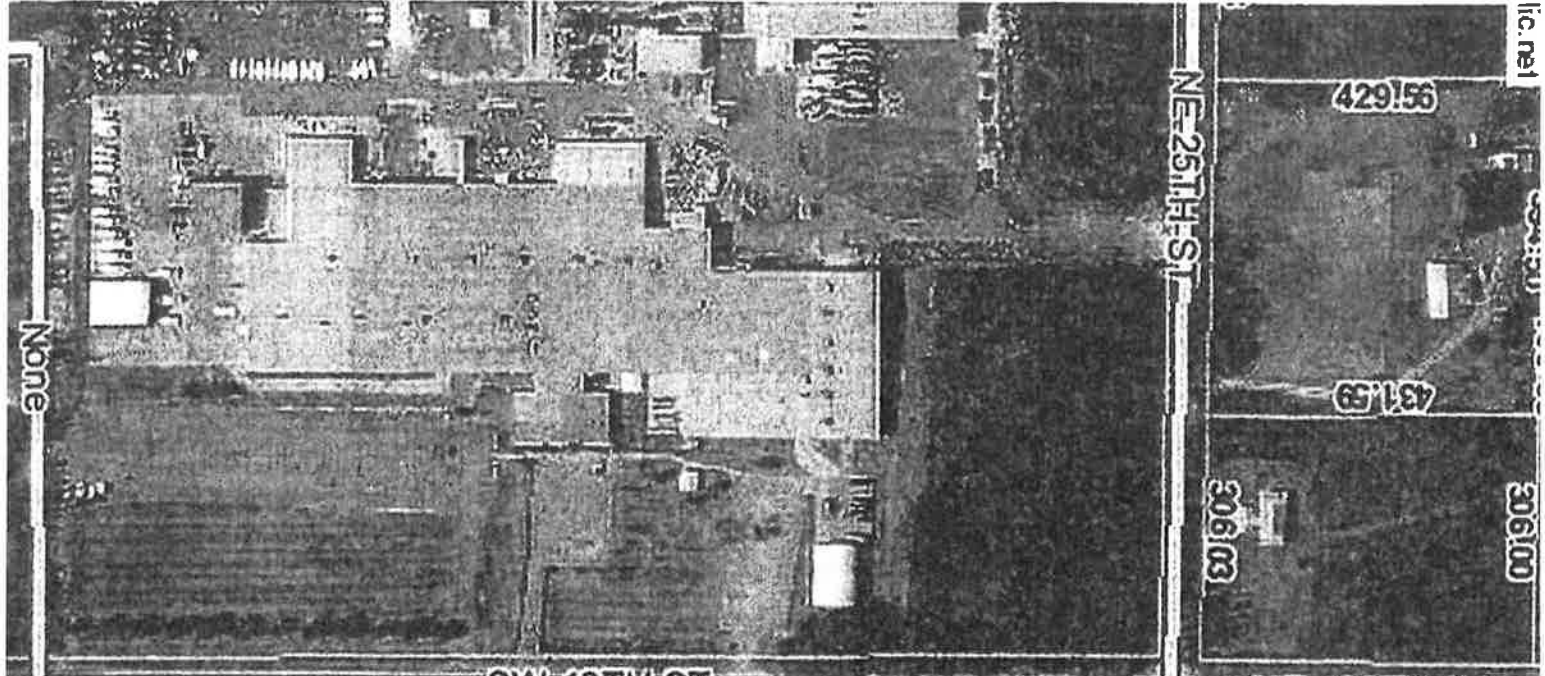
The forgoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, the President of the City Council of the City of Willison, and _____, the City Clerk, on behalf of the City. They are personally known to me and did not take an oath.

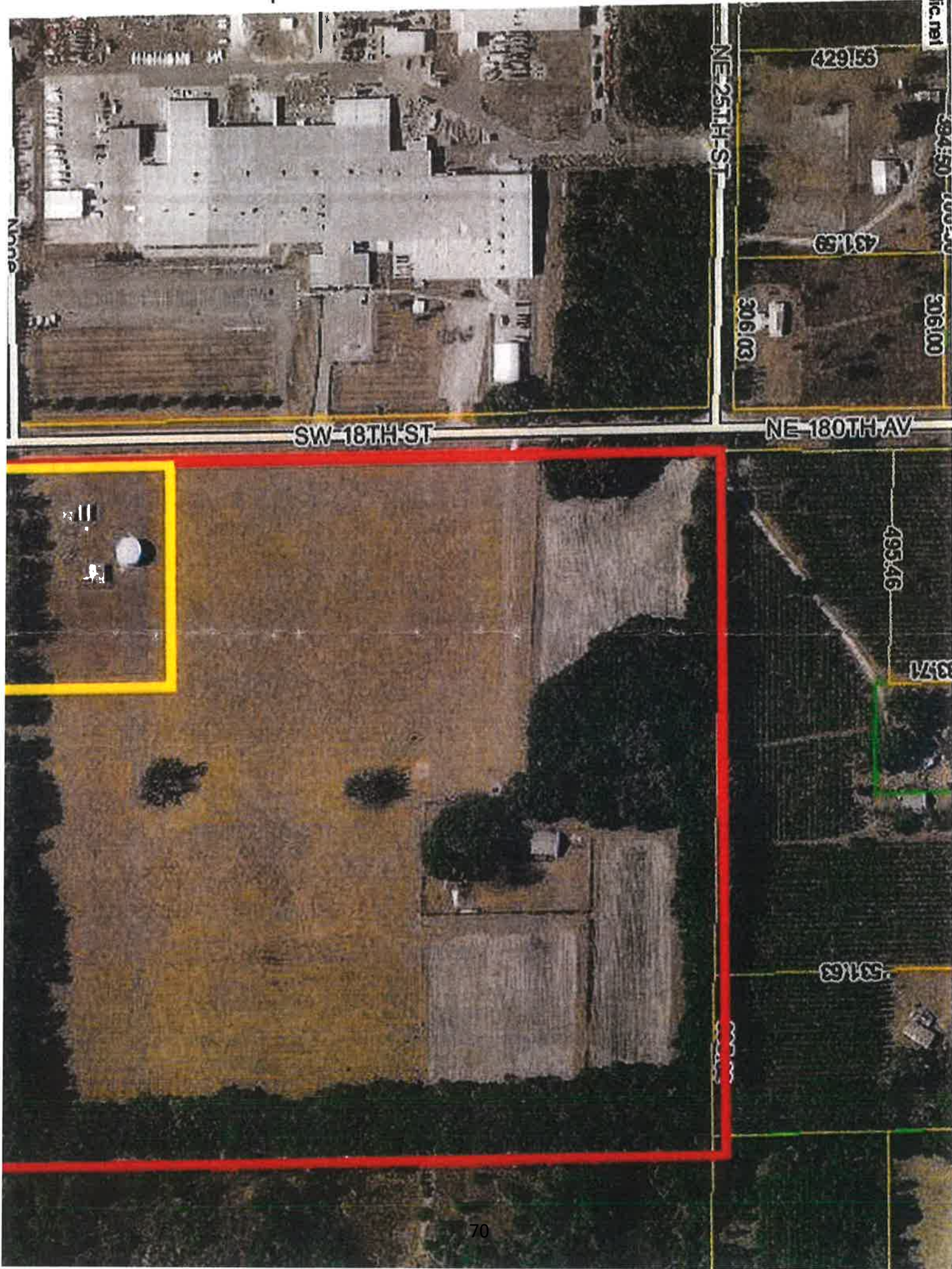
Notary Public

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before ne this _____ day of _____, 2023, by Christopher A. Cowart, Superintendent of Schools, who is personally known to me and did not take an oath.

Notary Public





Date: February 21, 2023

COUNCIL AGENDA ITEM

**TOPIC: DISCUSSION WITH POSSIBLE ACTION: NEW COMMUNITY ROOM
RENTAL AGREEMENT.**

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

**BACKGROUND / DESCRIPTION: MAKE CHANGES TO THE DRAFT COMMUNITY
ROOM AGREEMENT**

LEGAL REVIEW:

FISCAL IMPACTS:

**RECOMMENDED ACTION: REVIEW PRICES FOR RENTAL OF COMMUNITY
ROOM.**

ATTACHMENTS: DRAFT COMMUNITY ROOM AGREEMENT

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED

City of Williston

R. Gerald Hethcoat Community Center

Facilities Use Operations Manual

October 2021



The City of Williston wishes to allow residents and the general public access of the R. Gerald Hethcoat Community Center in conformance with established procedures and policies to ensure proper usage. Any use must be compatible with the established functions and purpose of the facility. **City of Williston sponsored events and programs have a priority status over all events at the facility.**

The R. Gerald Hethcoat Community Center's intent and purpose is to accommodate a broad range of recreational, cultural, and social activities for city residents, as well as to City-operated programs. **Use by other groups will be permitted on a limited basis.**

OVERVIEW: The R. Gerald Hethcoat Community Center will be available for city programming seven (7) days a week. City activities will mostly be scheduled during the daytime hours of 8 A.M. - 4:00 P.M. from Monday through Friday. For this reason, availability of rental space will be limited during the Monday- Friday daytime hours. In setting the rental fees, staff has reviewed the various demands for different events on different days of the week. It is assumed that weekends and holidays will be the major rental event days and the fees have been structured accordingly. Multiple same day rentals on weekends will be made at the discretion of the City Manager, or designee.

Specific rooms will be available for rent during the following times:

- Limited Monday-Friday daytime hours
- Evening hours Monday-Friday
- Saturday and Sunday
- Some holidays

Facility users are classified into groups for the purpose of assessing fees and determining scheduling priorities.

The facility user classifications are as follows:

GROUP PRIORITY	CLASSIFICATION	EXAMPLE USES
GROUP I NO FEE CHARGED	Municipal (i.e., City organized, conducted, and operated programs, meetings and events.)	Meetings, workshops, programs, special events, contracted programs and classes, recognition dinners, official activities of the City.
GROUP II ALL FEES APPLY	Private party, special interest groups and commercial groups (i.e., private educational organizations, resident private parties, special interest clubs, business organizations, nonprofit organizations, etc.)	Family events, private parties, class reunions, club meetings, instructional programs, business organizational functions, church services, wedding receptions, private school functions, fairs, and events.

Definitions:

Resident – An individual making application for facility use who resides within the boundaries of The City of Williston.

Non-resident – An individual, making application for facility use who resides outside of The City of Williston boundaries.

Private Group – Individual or group making application for facility use, which excludes participation by the general public. Any group without official non-profit status.

Commercial Group – Any commercial, business firm, organization or individual making application for facility use, whose primary purpose is a for profit venture. Includes any business operating within The City of Williston limits and any business physically located outside of the city limits.

APPLICATION PROCEDURE**A. Application Process**

All potential users shall complete a City of Williston, R. Gerald Hethcoat Community Center Facility Use Application and Agreement. Applications for use of the Community Center facilities may be submitted by mail, fax, or in person at the Community Center. Applications will be accepted during regular business hours (Monday-Friday, 8:00 A.M. to 4:00 P.M.), or as otherwise designated. An application submittal does not constitute acceptance or approval of use.

Applications will be accepted for specific dates and times. The time requested must include all set up and clean up time. Applications must be submitted at least thirty (30) days in advance of the date requested to allow application processing and final fee payment. Advanced scheduling may be accepted up to 12 months prior to the event date for large night and weekend events.

Applications will be approved for the community room, depending upon group size, type of activity and availability. No activity shall be scheduled for more than the maximum occupancy room capacity.

Applications will be reviewed, and use will be prioritized. Once dates are approved and booked, the Community Center staff will assess fees. The applicant will be notified of an appointment with Center staff to review and confirm the information on the application. A 50% deposit of the room rental fees will be required at the time of the appointment.

The applicant must sign and date the Facility Use Application and Agreement Contract. By signing the Facility Use Agreement Contract, the Applicant agrees to indemnify and hold harmless The City of Williston and agrees that all balances due stated on the Terms and Conditions must be paid 30 days prior to use. Should payment not be received within this time frame, the requested space may be released, and applicant will be responsible for any cancellation fees.

Refusal or Cancellation of Use by City

The City has the right to refuse or cancel any application/permit. The City Manager, or designee, will give written notices of refusal and cancellations with an appropriate explanation. Applications for use may be denied, or permits canceled, for the following reasons including, but not limited to:

1. Unsatisfactory prior use
2. Hazardous and/or unsafe conditions exist (i.e., hurricanes or other natural disasters)
3. Application submitted less than required advanced timeline
4. Nonpayment of fees/deposit before due date
5. Groups that have not given proper cancellation notice
6. Facility or staff not available
7. Insurance or security requirement not met

If the City, due to unforeseen circumstances, makes a cancellation because the facility is unusable or unsafe, a full refund shall be made.

Cancellation of Use by Permittee and Refund Process

A notice of cancellation and request for refund must be received in writing and submitted to the City Manager or designee.

A refund of remaining fees, if applicable, based on procedures listed below will be mailed to the applicant:

- a. When written cancellation notice is received at least 30 days before the use date, a full refund of the room rental fees and additional fees will be processed minus a \$20 cancellation fee.
- b. When written cancellation notice is received less than 30 days prior to the use date, there will be no refund of room rental fees.

No refunds are given for:

- No shows
- Changes in equipment orders two weeks prior to use
- Use ends earlier than time defined in Use Permit
- Less than required notice
- Cleaning/damage deposit if facility is not left clean or damage to property has occurred
- Unsatisfactory use of facility

Confirmation: A signed copy of a Facility Use Application and Agreement Contract by all responsible parties is confirmation of the approved facility use for the requested date. Any final preparation for the program or event is solely the responsibility of the applicant and should not begin until an approved and signed Facility Use Application and Agreement Contract is executed.

Changes to Use Agreement Contract: Changes, deletions, or additions to Use Agreement or room set- up charts require fourteen (14) days advance notice prior to the use date. Otherwise, such requests may not be accommodated.

General Rules and Conditions of Use

The City Manager, or designee, has the authority to implement rules and conditions of use that provide for consistent use of facilities, but are not limited to the rules and conditions.

Groups using the Community Center will observe, obey, and comply with all applicable City, County, State and Federal laws, rules and regulations.

Rental of the R. Gerald Hethcoat Community Center

City of Williston sponsored events have a priority status over all events at the facility. Activities presented for residents are often scheduled in daytime hours Monday-Friday. For that reason, rooms available for rent will be limited during the Monday-Friday daytime hours.

The Center rental option include

Rentals are available on an hourly basis. Minimum rental period is 4 hours unless approved by the City Manager or designee.

Community Room Full	Sq. Ft. 1500	Capacity 88-96
--------------------------------	-------------------------	---------------------------

Hours Available:

Monday – Thursday	8:00 A.M. - 9:00 P.M.
Friday	8:00 A.M. - 11:00 P.M.
Saturday	8:00 A.M. - 11:00 P.M.
Sunday	8:00 A.M. – 8:00 P.M.
Holidays	8:00 A.M. – 11:00 P.M. (New Year's 1:00 A.M.)

The facility may be opened for approved special events on holidays or before and after normal operating hours. These approved hours of operation are subject to staff availability and payment of all associated fees for use.

NOTE: Hours of operation are subject to change by authorization of the City Manager, or designee. If the renter exceeds the scheduled time the hourly rate will be doubled.

B. Closure Dates

Rental facilities are subject to closure by authorization of the City Manager, or designee. The R. Gerald Hethcoat Community Center will be closed on Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day.

C. Cleaning/Damage Deposit Procedure

A refundable cleaning/damage deposit of \$300 shall be required to reserve facilities for events, in order to ensure proper clean-up and to cover repair/maintenance/replacement costs from breakage, loss, or damage. The deposit will be returned if proper general clean-up is completed, and the facility is left in satisfactory condition.

When left in unsatisfactory condition, the applicant shall be liable for the full cost of materials, labor, replacement, repairs, or damages (over and above the deposited funds) regardless of the amount. Any deposit amount remaining after satisfactory cleaning and any damage repairs are complete, shall be refunded within six (6) weeks. Staff will determine the appropriate level of payment required based on the nature of the cleaning, or damage. Staff will conduct a pre-event and post-event site inspection, and staff's decision will be final.

D. Smoking

No smoking or vaping is permitted inside the facility. Smoking or vaping is permitted in a designated area outside the building, adjacent to the parking lot. The safety and health of non-smokers shall be considered in all cases and use of the designated smoking area shall be stressed by all concerned. Safe disposal of all smoking materials in the designated area is mandatory.

E. Food Service

Users may provide their own food and non-alcoholic beverages or utilize a professional caterer. If an event involves 50 or more people, a licensed caterer is required. Rentals with fewer than 50 attendees are exempt from using a licensed caterer. Renter must notify the caterer of the following regulations:

- No food preparation may take place on-site. The kitchen is to be used as a warming kitchen and is intended for catering and reheating only and may not be used for the preparation of food. Kitchen includes: a refrigerator with freezer, microwave, coffee pot, and counter top space.
- All food product and waste must be removed off-site following the termination of the Rental Term.
- Specific room set-up instructions and staging requirements must be provided to the City two (2) weeks prior to the Event.
- A decoration and installation plan must be approved by the City two (2) weeks prior to the Event.
- All beverages served or consumed on the exterior premises must be from non-glass containers.

- All server ware, dishes, utensils and table linens are to be provided by the caterer or renter and must be removed.
- All caterers must provide a copy of a valid caterer license and proof of insurance at least two weeks prior to the Rental Term,

It is the responsibility of the renter to make all arrangements with the food provider of their choice. The relationship will be between the renter and the food provider, not The City of Williston.

No items can be stored in the kitchen prior to or after the event. The City of Williston is not responsible for any items left in the building at the conclusion of the rental.

Clean-Up

The renter is responsible for the following:

Cleaning of Rented Rooms

- Remove all decorations and personal items from the facility.
- Place all garbage into the garbage cans.
- All liquids should be poured down the drain and not placed in garbage cans.
- Removal of all personal property, displays and other similar items without damage to the facility
- All balloons must be deflated, and decorations are to be removed

Cleaning of Kitchen

- Empty all garbage containers into the outside dumpster.
- Wipe off all counter tops. (Dish cloths are available in the kitchen)
- Do not put plastic straws, non-food items, or bones in the sink.
- Empty coffee maker & clean by running a full cycle on each side through without coffee grounds and completely drain.
- Put all items back in their respective areas.
- Do not remove towels from kitchen areas – hang over sink to dry.
- Do not use dish towels for spills and cleaning purposes.
- Do not remove any item that belongs to the City.
- Bring your own containers to take leftovers and cake tops home.

Failure to following these cleaning guidelines may result in a withholding from your damage deposit.

NOTE: All dishes, glassware, silverware, and linens are to be provided by the caterer or applicant.

F. Non-Catered Events for 50 People or Less

The rental party may bring in and serve simple or prepared food items. The following are examples of simple or prepared food items: continental breakfast, boxed lunches,

sandwiches, pizza, party trays, etc. Only Sterno type heating elements are permitted (i.e., chafing dishes). The renter is responsible for all set- up, serving, and clean-up, all of which must occur during the rental period. Staff must be informed no less than ten 10 days prior to the rental period if you plan to serve any non-catered food.

G. Alcohol Use and Consumption at Center

- **Alcohol is NOT APPROVED FOR THIS RENTAL**

H. Available Equipment

The following is a list of equipment included with your rental at The City of Williston Community Center. Please submit your Floor Plan to Staff no less than fourteen (14) days prior to your event date. Check availability of the following equipment with Center Staff. Please contact an outside vendor for any other equipment your event requires. This is the proposed list of equipment. Some items may be subject to change. Likewise, some items may be added/deleted.

- Stacking Banquet Chairs for Indoor Use (96)
- 6 ft. Rectangular Tables (4)
- 60-inch Round Tables (9)
- Podiums (1)

A/V Equipment: The Center has its own WIFI. No audiovisual equipment is available for rent. Applicant is responsible for supplying all A/V equipment. Access will be provided to the sound system via input connections located in various areas of the building.

Renter is responsible for all cords and accessories. The Center does not provide laptops, laptop cords, VGA cords, extension cords, etc.

I. Animals

Animals are not permitted in the Community Center unless they are service animals used in aiding an individual; or when approved by the City Manager for a supervised event/presentation/demonstration under the care of a professional animal handler/trainer.

J. Advertising of Event Facility Use

Event/meeting/program advertising materials used at the Community Center (flyers, posters, banners, etc.) shall be submitted to the City Manager or their designee for approval; posting and display will be as space permits and deemed appropriate by the City Manager or designee. Any items posted or distributed which have not been approved, will be removed and discarded.

K. General Solicitation, Selling, Advertising at Community Center

No individual, or group, shall set up or maintain any exhibit, show, pantomime, act, concert, lecture, oration, or similar activity on Community Center property without a permit and approval by the City Manager, or designee.

No individual, or group, shall solicit donations or vend, offer for sale, or dispose of any goods or merchandise or similar activities on Community Center property unless authorized to do so by the City Manager, or designee.

No individual, or group, shall distribute, circulate, give away or deposit any fliers, circulars, pamphlets, buttons, and advertisements or similar materials on Community Center property unless authorized by the City Manager, or designee.

No individual or group shall install, place, or hold any banner or signage or similar device on Community Center property without approval and designated location by the City Manager or designee.

Notwithstanding the above, any political speech activities, or political advertising shall be subject to City Ordinance rules and regulations.

L. Multiple Use

The City reserves the right to limit the use of City facilities and number of uses by any one group so that the entire community may make use of the limited space available.

Multiple and/or repeat reservations of any given group will be contingent upon their appropriate care of the facility and observance of approved rules and regulations.

Other than as provided, the use of the facility by any organized group or association for operations or activities shall be subject to availability and specific terms and conditions as designated by the City. Due to limited space availability and various community needs, organized groups or association's operations or activities on a long-term basis (more than 3 months) shall be prohibited unless authorized by the City Manager or designee.

Should a resident group require facility space during the same time as a nonresident group, the non-resident group's facility use permit may be canceled with a 30-day notice by the City Manager, or designee.

M. Minors/Supervision of Children

Groups composed of minors shall be supervised by one adult (25 years of age or older) per each group of 15 juveniles at all times while using the Community Center. The adult who will be responsible for the activity must make the application for use of the facility and be present during the activities. Minors are defined as those under the age of 18, except in the case where alcohol is served, when minors are defined as those under the age of 21. Parent, or designated adult, must supervise children under the age of 12, at all times while visiting the Community Center unless they are under the direct supervision of a class instructor or program leader.

N. Security Service Requirements

Any extra law enforcement personnel needed as a result of this event will be charged to the applicant and full recovery cost will be initiated. The need for additional staffing shall be at the sole discretion of the City Manager and the Department of Public Safety based on calls for service.

Zero Tolerance Rule: Any use of drugs, weapons, or any fighting, or use of profane language or gambling (except approved Bingo) are prohibited and will not be tolerated. If such occurs, it will result in immediate shut down of activity rental of an applicant/user group.

O. Damage Responsibility

The City is not responsible for damage or theft to any equipment and supplies for facility user groups.

P. Storage

Due to limited space, there shall be no overnight storage of equipment and supplies for facility user groups.

Q. Decorations and Signage

All decorations and signage are the responsibility of facility user groups. Staff reserves the right to request the removal of any decorations that may be considered a fire hazard, or which may damage equipment or the facility. The City Manager or designee has final approval of all interior and exterior decorations and signage of facility users. The design and location shall be presented to the Recreation Director as part of the proposed facility rental application.

- Exterior Political Signs: Per City ordinance, political signs are not allowed to be displayed on City owned property or in the right-of-way. Political signs may be displayed during a permitted event inside the Community Center.

Decorating Guidelines

1. All decorating is to be done by patron or hired service.
2. Decorations may consist of balloon bouquets, floral arrangements, freestanding arches or tabletop displays.
3. Decorations or signs are not to be tacked, screwed, stapled or nailed to any non-tackable walls, windows, ceilings, or fixtures. Only blue painter's tape is allowed for posting or adhering items to non-tackable walls.
4. Birdseed, confetti, glitter, straw, hay, rice, sand, and silly string are prohibited inside and outside the building.
5. Clean up of decorations, including retrieving loose balloons from banquet room and meeting room ceilings, must be done by permittee following the event during allotted rental time stated on permit. Any time that exceeds the regularly schedule contract time will be charged to the permittee, including staff overtime charges and hourly room rental fee.
6. At no time shall fire exits be covered or obstructed.
7. Balloons must be secured and weighted when utilized in the banquet room.

8. Open flame is only allowed in a safe container. Placement and type to be approved by the Event Coordinator. No eternity candles or incense is allowed.
9. Fog and smoke machines are not allowed.

R. Youth Oriented Activities (Age 18 or under)

All user groups with a youth-oriented event (an event held in honor of a youth) must meet the following requirements:

Event must have one (1) adult chaperon at least 25 years of age per 15 youth guests. These requirements will be imposed at the discretion of the City Manager or designee based on the nature of the activity/event.

S. Noise Control

All user groups are responsible for controlling noise that is disturbing to other activities in the building or the surrounding neighborhood. The City's noise Ordinance (Sec. 24-34 24-60) - must be followed at all times.

- No DJ, bands, recorded music, amplifiers, or speakers are allowed outside the Community Center.
- Center staff has the right to require groups to reduce their sound/noise level of music or P.A. systems. Doors are to remain closed when loud music is being played. Groups that do not comply with this request will have activity shut down and may forfeit any future use of facility.

T. City Right to Enter

Designated staff and City officials shall have the right to enter all portions of the Center at all times and occupancies.

FEES

Rental Space	Capacity	Monday - Thursday	Friday	Saturday	Sunday	Holiday
Community Center	88-96	\$250 per day	\$250 per day	\$250 per day	\$250 per day	\$250 per day

There are no reductions in fees for employees or non-profit organizations.

NOTE: Minimum four (4) hour rental unless approved by the City Manager or Designee.

DEPOSITS: • Damage - \$500 • Kitchen - \$100

OTHER FEES: • Cleaning Fee - \$300

INSURANCE FEE (Rider to City Policy if selected:) • Liability

FAQ's

What is the process for reserving the R. Gerald Hethcoat Community Center?

Answer: All rentals are first come, first served. Complete the Application for Use and submit to the Center. Determination will be made re availability and an appointment will be arranged to complete the process.

Can I have a DJ or band in The R. Gerald Hethcoat Center for my reception or event?

Answer: Yes. However, The City of Williston has a standing noise ordinance. This noise ordinance is complaint driven and the rental party may be asked to turn down, or turn off, any music not meeting the City's requirements. Please inform your chosen DJ/Band of the City's strict noise ordinance which can be provided. No DJ, bands, recorded music, amplifiers or speakers are allowed outside the Community Center.

How may I decorate the R. Gerald Hethcoat Community Center?

Answer: Decorations are permitted as stated in the Facilities Use Operations Manual and must be approved by the Community Center management. Decorations are permitted only in the space you have rented. It is the responsibility of the renter to remove ALL decorations immediately after the event.

The Community Center does not have storage facilities for the decorations prior to, or following, your event. Tape, tacks, nails, staples, etc. are not permitted to attach your decorations. Glitter and other confetti-like decorations are also prohibited.

Can I have candles at The R. Gerald Hethcoat Community Center?

Answer: Open flame is only allowed in a safe container. Placement and type to be approved by the Community Center. No eternity candles or incense is allowed.

Can I choose my own vendors at The R. Gerald Hethcoat Community Center?

Answer: You may choose your own caterer. You may choose your own DJ, florist, and other vendors. You must make prior arrangements with staff for deliveries.

Can I serve my own food at my event?

Answer: Yes, for groups of less than 50. If a group of 50 or more, the use of a caterer is mandatory. For non-catered events, the rental party may bring in and serve simple or prepared food items. Examples would be continental breakfast, boxed lunches, party trays, etc. No heating elements (hot plates) are permitted, with the exception of Sterno for chafing dishes. Renter is responsible for all set-up, serving and clean-up, all of which must occur during the rental period. Additional \$100 will be charged for kitchen use.

How late can I stay at the R. Gerald Hethcoat Community Center?

Answer: Wedding planners and caterers may have additional pre-arranged time to setup or cleanup prior to or following your event. However, your event must end and all guests and renters (along with their personal belongings and decor) must vacate the premises by the end of your rental period.

What if we're having a great time and stay later than our rental period?

Answer: The standard hourly rental rate will be doubled and charged for any time you are in the building past your rental period (no discounts will apply).

**ATTACHMENT
CITY OF WILLISTON**

50 NW Main St.

Williston, Florida 32696

APPLICATION FOR USE OF CITY FACILITIES

R. GERALD HETHCOAT COMMUNITY CENTER

Applicant or Organization:

Date of Application:

Name of Person in Charge:

Mailing Address:

Phone Number:

Cell Number:

E-Mail:

FACILITIES REQUESTED (CHECK APPROPRIATE BOX)

Community Room:

☐ Full

Requested Date for Rental:

Hours:

From:

To:

What is the nature or purpose of your meeting/event?

Type of Entertainment:

Number of People Expected:

Will Caterer Be Used?

PAYMENT OF FEES shall be determined by the latest established resolution. Damage Security Deposit, and rental fee will be calculated on the contract commitment. Once availability is determined, the Community Center Liaison will contact you with an appointment time for a conference as soon as possible.

Applicant Signature: _____ Date: _____

FOR CITY USE ONLY

Date Available: _____

Room(s) Requested: _____

Application Accepted By: _____

Conference Date with Applicant: _____

Deposit Refund (Date): By: _____

ATTACHMENT
CITY OF WILLISTON
50 NW MAIN ST.
WILLISTON, FL 32696
R. GERALD HETHCOAT COMMUNITY CENTER

HOLD HARMLESS AGREEMENT
(Use of the R. Gerald Hethcoat Community Center)

(Group/Organization/Person's Name)

Does hereby covenant and agree to defend, indemnify and hold harmless the City of Williston from and against any and all liability, loss, damages, claims or actions (including costs and attorney's fees) for bodily injury and/or property damage to the extent permissible by law, arising out of or in connection with actual or proposed uses of the City of Williston R. Gerald Hethcoat Community Center property, facilities and/or services by:

(Group/Organization/Person's Name)

And/or activities, events, affairs, or proceedings of

(Group/Organization/Person's Name)

(Signature of Authorized Representative of Group/Organization)

Date

CITY OF WILLISTON
R. GERALD HETHCOAT COMMUNITY CENTER
TERMS AND CONDITIONS

Use of the R. Gerald Hethcoat Community Center on:

Date:

Hours:	From:	To:
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is conditioned upon Applicant's compliance with the following terms and conditions:

1. **Fee.** Applicant shall pay a use fee to the City in accordance with the following rates

Check appropriate box(es)

a. Community Room	Per Hour For	Hours	Total
b. Kitchen	Per Hour For	Hours	Total

2. Cleaning/Security Deposit

- a. Applicant shall post a cleaning and security deposit with the City. The cleaning/security deposit amount shall be in accordance with the following rates:

• Cleaning/Damage Deposit: \$500 per event	Total:
• Kitchen Deposit: \$100 per event	Total:

- b. The cleaning/security deposit will be fully refunded after City inspection of the facility and premises, provided that:
- The facility and premises are clean and orderly.
 - There was no damage to the facility, furniture or furnishings.
 - Applicant and guests, participants, attendees, and invitees fully complied with the conditions of this Agreement.
 - The City Public Safety Department was not required to respond as a result of any incident, complaint, conduct or behavior connected with the event.

If the City finds that any of these four conditions were not satisfied, the City shall retain all or a portion of the deposit, depending upon the extent of costs in the City and/or extent and nature of the violation.

3. Payment Deadline. The fee and cleaning/security deposit shall be paid at least 30 days prior to the date of the event. If the fee and deposit are not timely paid, then this Agreement shall be of no force and effect, and the City may allow the facility to be used by another user

4. Limits on Use. Applicant shall use the facility solely for the event or activity described in this Application. Applicant shall provide access to the facility for inspection by authorized City employees at any time.

5. Capacity Limits. The number of persons using the facility shall not exceed the limit stated in the application or the building occupancy limit.

6. Hours of Use Limits. Any indoor music or entertainment shall cease by 11:00 p.m. All events shall be concluded and the facility vacated by the designated time.

7. No Damage. Applicant and its guest, participants, attendees, and invitees shall not damage, deface, destruct, or burn the facility, including all interior and exterior walls, floors, ceilings, fixtures, furniture, and furnishings. If Applicant or a guest, participant, attendee or invites damages, defaces, destructs, or harms the facility or furnishings, then Applicant shall be liable for the costs of the necessary repairs or replacements. Including costs that may be in excess of the cleaning/security deposit. Applicant shall give prompt written notice to City of any damage or destruction to the facility.

8. Nontransferable and Cancellation. The permission granted to use the above-described facility is not transferable or assignable. Filing party may cancel this Agreement by giving the other party written notice of cancellation at least 30 days prior to the event. If the Agreement is timely cancelled, then City will refund the fee and deposit.

9. Indemnification. Applicant shall indemnify, defend, protect, and hold harmless the City and its officers, employees, agents, and volunteers from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs or expenses, including attorneys' fees, arising from or in connection with, or caused by (a) any act, omission or negligence of Applicant or its guests, participants, attendees, invitees, employees, officers, agents, or contractors, or (b) any use of the Community Center facility, or any accident, injury, death or property damage occurring in, on or about facility.

10. Insurance. Applicant at its solo cost and expense shall procure and maintain for the event commercial general liability insurance with limits of at least \$1,000,000 per occurrence and in a form acceptable to the City. The policy shall be endorsed to name the City, and its officers, employees, volunteers, and agents as additional insureds. City's insurance or self-insurance, if any, shall be excess and shall not contribute with Applicant's insurance. At least three days prior to the commencement of the event, the Applicant shall provide in City a certificate of insurance evidencing this coverage, and an endorsement, signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage. If the renter cannot comply with the City's insurance requirements, the City can offer special events coverage, City may cancel an event or activity if the Applicant fails to provide proof of adequate Insurance coverage. In case of such cancellation, then the deposit will be refunded but Applicant shall forfeit refund of the fee.

Liability Insurance Rider on City Policy	Yes	No	Fee:
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11. Assumption of Risk. Applicant agrees to use the facility and furnishings and equipment solely at their own risk and Application and all those claiming by, through or

under Applicant hereby release City, to the full extent permitted by law, from all claims of every kind, including loss of life, personal or bodily injury, loss of or damage to the equipment, business, or personal property, arising directly or indirectly out of or from or on account of use of the facility.

For Groups of 50 or More:

For Groups of 50 or Less:

12. Compliance with Laws. Applicant and its participants, guests, attendees, and invitees shall comply with all applicable federal, state, and local laws and regulations, including all permit and license requirements.

13. Remedies. If Applicant fails to comply with any of the terms and conditions of this Agreement, then, in addition to any other remedy, the City may refuse to license any City park or facilities to Applicant in the future.

14. Special Conditions (if any).

FEES FOR RENTAL: NOTE: 50% of fees due upon signature acceptance of this Agreement.

Community Room \$	Per Hour For:	Hours	Total:
Kitchen \$	Per Hour For:	Hours	Total:
Cleaning/Damage Deposit:	\$300 per event		Total:
Kitchen Deposit:	\$100 per event		Total:
Liability Insurance Rider on City Policy	Yes	No	Total:

TOTAL:

50% Deposit:

Balance:

NO ALCOHOL ALLOWED

Application approved subject to payment of fees, posting of security/cleaning deposit, proof of insurance, and compliance with basic terms and conditions and special conditions (if any).

Reviewed/approved:

City Manager or designee, City of Williston

Applicant acceptance:

I/we have read and understand the basic terms and conditions and special conditions described above and rules and regulations contained in the Facility Use Operations Manual, and I/we, on behalf of myself/ourselves and Applicant, agree to abide by and strictly enforce them as a condition of use of the City of Williston, R. Gerald Hethcoat Community Center.

Date:

[Sign here. Name and, if applicable, title]

[Sign here. Name and, if applicable, title]

R. GERALD HETHCOAT COMMUNITY

CENTER INSPECTION CHECKLIST

This checklist will be provided to the Renter for review and signature prior to and after the event. This checklist covers items of possible damage for examination after the event when it will be reviewed with the renter.

Prior to the event and again after the event, the renter and the City representative shall inspect the facility and note any damage that may be visible.

Good Condition:	Prior to Event		After Event	
Windows	Yes	No	Yes	No
Floors	Yes	No	Yes	No
Tables	Yes	No	Yes	No
Chairs	Yes	No	Yes	No
Doors & Locks	Yes	No	Yes	No
Restrooms	Yes	No	Yes	No
Kitchen	Yes	No	Yes	No
Lights & Fans	Yes	No	Yes	No

Initials:

Inventory:	Prior Event		After Event	
8 ft. Tables	Yes	No	Yes	No
6 ft. Tables	Yes	No	Yes	No
Chairs	Yes	No	Yes	No
48-inch Round Tables	Yes	No	Yes	No
60-inch Round Tables	Yes	No	Yes	No

Initials:

Renter's Signature:

City Representative:

Date: February 21, 2023

COUNCIL AGENDA ITEM

TOPIC: DISCUSSION WITH POSSIBLE ACTION: CITY CLERK EVALUATION.

REQUESTED BY: COUNCIL PRESIDENT DEBRA JONES

PREPARED BY: CITY CLERK LATRICIA WRIGHT

BACKGROUND / DESCRIPTION: TIME FRAME FOR COUNCIL TO TURN IN CITY CLERK EVALUATIONS.

LEGAL REVIEW: NONE

FISCAL IMPACTS:

RECOMMENDED ACTION:

ATTACHMENTS:

COMMISSION ACTION:

☐ **APPROVED**

☐ **DISAPPROVED**