

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

DATE: TUESDAY, MAY 2, 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 – MAYOR STUDENT OF THE MONTH. MAYOR GOODMAN.- Owen Mack, First Grade, Joyce Bullock Elementary. Citlaly Vargas-Murillo, 5th Grade, Williston Elementary School. Wyatt Delgado, Williston Middle High School. (pp 5-7)

ITEM – 3 – PUBLIC PARTICIPATION

ITEM – 4 – CONSENT AGENDA – (pp 8-10)

- Council minutes from April 18, 2023

ITEM –5 – UPDATES

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD
- STAFF
- COUNCIL
- MAYOR

ITEM – 6 – NEW BUSINESS –

OPEN PUBLIC HEARING

- A. SPECIAL EXCEPTION: SE 2023-01: AN APPLICATION RECEIVED FROM HOMESTEAD TINY ENTERPRISES, LLC, REQUESTING SPECIAL

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

EXCEPTION TO ALLOW ALCOHOL SALES IN A COMMERCIAL INTENSIVE (C-2) DISTRICT. CITY PLANNER LAURA JONES. (pp 11-22)

- B. RP 2023-01 BW NOBLE AND 7 LLC, REPLAT MULTIPLE PARCELS. CITY PLANNER LAURA JONES. (pp 23-52)

CLOSE PUBLIC HEARING

- C. 2ND PUBLIC HEARING FOR A COMMUNITY DEVELOPMENT BLOCK GRANT. CITY PLANNER LAURA JONES/MELISSA FOX, FRED FOX ENTERPRISE, INC. (53)
- D. RESOLUTION 2023-26: A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR FEDERAL FISCAL YEAR 2022. CITY PLANNER LAURA JONES/MELISSA FOX, FRED FOX ENTERPRISES, INC. (pp 54-93)
- E. RESOLUTION 2023-27: A RESOLUTION OF THE CITY OF WILLISTON, AUTHORIZING THE IMPLEMENTATION OF THE LONG-TERM AND SHORT-TERM OBJECTIVES OF THE CITY OF WILLISTON COMMUNITY DEVELOPMENT PLAN. CITY PLANNER LAURA JONES/MELISSA FOX, FRED FOX ENTERPRISES, INC. (pp 94-97)
- F. RESOLUTION 2023-28: A RESOLUTION AUTHORIZING THE USE OF SIXTY-TWO THOUSAND SEVENTY-FIVE DOLLARS (\$62,075.00) OF CITY OF WILLISTON FUNDING AS LEVERAGE FOR THE SMALL CITIES NEIGHBORHOOD REVITALIZATION COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION THE CITY IS SUBMITTING TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR FEDERAL FISCAL YEAR 2022. CITY PLANNER LAURA JONES/MELISSA FOX, FRED FOX ENTERPRISES, INC. (pp 98-100)
- G. RESOLUTION 2023-23: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE WILLISTON CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT FOR PROJECT-SPECIFIC PROFESSIONAL CONSULTING SERVICES FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR THE PUBLIC WORKS DEPARTMENT WITH WRIGHT-PIERCE, INC.; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER/WALT NICKEL, WRIGHT-PIERCE. (pp101-106)
- H. RESOLUTION 2023-25: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA. TO APPROVE THE DISPOSAL AND SALE

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

OF CITY PARCEL 0581100400 LOCATED BEHIND 412 SE 4TH DRIVE. CITY
PLANNER LAURA JONES. (pp 107-110)

ITEM – 7 – PUBLIC PARTICIPATION

ITEM - 8 - ANNOUNCEMENTS

ITEM – 9 – ADJOURNMENT

NEXT SCHEDULED COUNCIL MEETING MAY 16, 2023, AT 6:00 P.M.

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

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

Meeting ID: 069017976

One tap to join audio only from a smartphone:

+16504191505,, 069017976/# United States (San Mateo, CA)

Or dial:

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

Access Code / Meeting ID: 069017976

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

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

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

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.

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

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.

MAYOR STUDENT OF THE MONTH.

1. OWEN MACK, FRIST GRADER AT JOYCE BULLOCK ELEMENTARY
2. CITLALY VARGAS-MURILLO; 5TH GRADER AT WILLISTON
ELEMENTARY SCHOOL
3. WYATT DELGADO; WILLISTON MIDDLE HIGH SCHOOL

Joyce Bullock Elementary School:

Owen Back

Parent(s):

1st Grade

Robert & Ashley Mack

Nominated by: Ms. Hudson who made the following comments:

Where do I begin to describe Owen? Well to begin with he is every teacher's dream. He is attentive, self-motivated, inquisitive, intelligent, and kind just to name a few of his wonderful traits. When I was originally told that Owen would be in my classroom back in August, I was a little worried. You see Owen was only 5 and supposed to be in kindergarten. I was worried that he might not be able to keep up academically or socially. I could have never been more wrong! He came right in and adjusted to his social surroundings without missing a beat. He also had no problems with academics!! He is one of the bright shining stars in our classroom. I could go on and on about Owen and the impact he has made on his peers and his teacher this year, but instead I will leave you with this. Owen, I want you to remember that as you go on through your educational journey you are a very special young man. I believe Dr. Suess said it best "why fit in when you were made to stand out!" You are truly a standout and a student I will never, ever forget. Thank you for giving me the privilege to be your first-grade teacher.

Williston Elementary School:

Citlaly Vargas-Murillo

Parent(s):

5th Grade

Berenice Murillo

Nominated by: Ms. Olson who made the following comments:

Citlaly is a student who not only exemplifies honesty and integrity, but responsibility and respect. She allows her conscience to be her guide both within and outside of the classroom with her peers, and her ability to choose what is right over what is easy can be seen through her daily actions. Citlaly is always looking out for others and does her very best to help those that are in need. She always puts forth tremendous effort into every assignment she is presented with and sets an example for others without being asked; and she does it all with a positive attitude and a smile on her face. It is an honor to recognize Citlaly as our May Student of the Month.

Williston Middle High School:

Wyatt Delegado

Parent(s):

Rachel & Chris Delgado

Nominated by: Scarlett McGowan who made the following comments:

Wyatt is a wonderful person. He has a fantastic work ethic and grades. Wyatt always participates and takes pride in his work. He is eager to learn and a great addition to class. He is a quiet leader and such an insightful respectful student and an asset to the classroom.

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

DATE: TUESDAY, APRIL 18, 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 led by Mayor Charles Goodman.

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 – PROCLAMATION: CLERK'S WEEK APRIL 30 - MAY 6, 2023. MAYOR GOODMAN. Proclamation read by Mayor Goodman.

ITEM – 3 – PUBLIC PARTICIPATION -Williston resident Jackie Appling asked about the Avis Seabrook Road dedication project. Public Works Director Jonathen Bishop discussed with Council the steps that are in place on getting this project completed.

ITEM – 4 – CONSENT AGENDA – Motion to approve Consent Agenda by Councilmember Bullock. Seconded by Councilmember Cox. Motion carried 5-0.

- Council minutes from April 4, 2023

ITEM –5 – UPDATES

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD- None
- STAFF - Chief Rolls announced Law Enforcement Memorial will be held on May 10th at 10 a.m. at the Dr. Kenneth A. Schwiebert Pavilion. Chief Rolls also announced he was selected as Second Chair for FPCA District 17. Chief Lamar Stegall announced the new bay doors are installed at the Fire Department and are the same color!
- COUNCIL - none

CITY OF WILLISTON, FLORIDA
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- MAYOR - Mayor Goodman thanked everyone involved in helping lay sod at the Animal Shelter.

ITEM – 6 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: KRYSTAL WILCOX: SPEED BUMPS ON SE 10TH STREET. - Ms. Wilcox discussed the condition of the speed bumps on SE 10th street around SE 31st street. This was referred to Chief Rolls.
- B. DISCUSSION WITH POSSIBLE ACTION: COUNCILMEMBER ROSS; GOLF CART SAFETY. - Councilmember Ross referred to the handouts in the agenda.

OPEN PUBLIC HEARING

- C. 2ND READING ORDINANCE 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 CHAPTER 64 GOLF CART, ARTICLE 1: GOLF CART OPERATION, ARTICLE 2: GOLF CART PARKING OF THE CITY OF WILLISTON CODE OF ORDINANCES ENTITLED "USE OF GOLF CARTS ON DESIGNATED STREETS"; REPEALING ALL ORDINANCES IN CONFLICT AND PROVIDING AND EFFECTIVE DATE. CITY MANAGER TERRY BOVAIRD AND ATTORNEY KIERSTEN BALLOU. - Motion to approve Ordinance 2023-709 by Councilmember Bullock. Seconded by Councilmember Cox. Motion carried 4-1. Council President Jones, Vice-President Robinson, Councilmember Bullock, and Councilmember Cox voted "Aye". Councilmember Ross voted "Nay".
- D. 2ND 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. - Motion to approve Ordinance 2023-710 by Councilmember Bullock. Seconded by Councilmember Cox. Motion carried 4-1. Council President Jones, Vice-President Robinson, Councilmember Bullock, and Councilmember Cox voted "Aye". Councilmember Ross voted "Nay".

CLOSE PUBLIC HEARING

- E. RESOLUTION 2023-22: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT FOR FINANCIAL PROJECT NUMBER 442505-3-94-23

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

REGARDING THE WILLISTON MUNICIPAL AIRPORT - DESIGN AND CONSTRUCTION OF BUILDING SITE INFRASTRUCTURE FOR NEW GA TERMINAL; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. -Motion to approve Resolution 2023-22 by Councilmember Bullock. Seconded by Vice-President Robinson. Motion carried 5-0.

- F. DISCUSSION WITH POSSIBLE ACTION: ANIMAL SHELTER NAME: CITY MANAGER TERRY BOVAIRD. - Census from Council to rename Williston Community Animal Shelter to Williston Community Animal Rescue (WCAR).
- G. DISCUSSION WITH POSSIBLE ACTION LEVY COUNTY COMPOSTING: COUNCIL PRESIDENT DEBRA JONES. -tabled until County moves on issue.
- H. DISCUSSION WITH POSSIBLE ACTION: HOT PATCH PAVEMENT & STREET REPAIR. PUBLIC WORKS SUPERVISOR DONALD BARBER. - Consensus from Council to use Hot Patch to repair streets.
- I. DISCUSSION WITH POSSIBLE ACTION: AFSCME COUNCIL 79 CBA NEGOTIATIONS. CITY MANAGER TERRY BOVAIRD/PUBLIC WORKS SUPERVISOR DONALD BARBER. - City Manager Bovaird and HR Director Krystal Patterson will work together with AFSCME Council 79 on negotiations.

ITEM – 7 – PUBLIC PARTICIPATION - Terry Whitt inquired when was the PSA letter from the County received. Council President Jones replied today by email.

ITEM - 8 - ANNOUNCEMENTS - councilmember Bullock announced Friday Night is Senior night for the Williston Baseball team. Councilmember Ross asked about the Pessio property. Attorney Ballou said they are waiting on a court date.

ITEM – 9 – ADJOURNMENT - Motion to adjourn by Councilmember Bullock. Seconded by Councilmember Ross. Motion carried 5-0.

NEXT SCHEDULED COUNCIL MEETING MAY 2, 2023, AT 6:00 P.M.

Date: May 2, 2023

CITY COUNCIL AGENDA ITEM

TOPIC: Special Exception SE 2023-01 an application received from Homestead Tiny Enterprises, LLC requesting a Special Exception to allow alcohol sales in a Commercial Intensive (C-2) District.

PRESENTED BY: Laura Jones, City Planner

BACKGROUND / DESCRIPTION:

Homestead Tiny Enterprises, LLC. is the owner of the subject property located at 1050 NE 6th Blvd, Williston Fl, 32696.

The Applicant is requesting the opportunity to sell on-premises beer, wine and liquor as part of the proposed restaurant/bar establishment.

Approval of this Special Exception complies with the Land Development Code; therefore, staff recommends approval. The Planning and Zoning Commission recommends approval per their meeting on April 25, 2023.



Date: May 2, 2023

Subject property:

1050 NE 6th Blvd, Williston, FL 32696

31-12-19 NORTHWOOD EST TRACT A OR BOOK 1555 PAGE 937

Parcel ID 1827800000

Future Land Use designation: Commercial

Zoning: Commercial Intensive (C-2)

Current use(s): Restaurant and Retail Shopping

Prior use: Shopping Center

Adjacent zoning and land uses:

North: Agricultural

South: Commercial and Residential

East: Commercial

West: Residential

Analysis:

The subject property is located off NE 6th Blvd (SR 121/Gainesville Rd.) and is in the Commercial Future Land Use Map (FLUM) category, and Commercial Intensive zoning district.

The applicant indicates its desire to be part of the community and operate a good establishment. The property is now operating as a restaurant, bar and retail shopping and this would add to the elements of the bar.

The proposed establishment is an allowed use in the commercial zoning district by Special Exception as follows:

Sec. 60-375. – Special Exceptions

The following are special exceptions in the CI district:

(1) Wholesale, warehouse or storage use in completely enclosed buildings. However, bulk storage of flammable liquids is not permitted.

(2) Package store for sale of alcoholic beverages, bar, tavern or cocktail lounge.

(3) Off-site signs (see chapter 52).

Date: May 2, 2023

(4) Truck stops and automotive service stations (see article II of this chapter for special design standards for automotive service stations).

(5) Service establishments such as crematory.

(6) Agricultural fairs and fairground activities, livestock auction arenas.

(7) Commercial tourist attractions.

(8) Building trades contractor with on-premises storage yard for materials and equipment.

(9) Public buildings and facilities.

(10) Churches and other houses of worship.

(11) Private clubs and lodges.

(12) Bed and breakfast inns (see article II of this chapter).

- See also chapter 46, articles VII and VIII.
- (Ord. No. 434, § 4.10.5, 5-7-2002; Ord. No. 462, § 1(7), 9-16-2003)

According to the City of Williston's Land Development Regulations, the City Council may approve, approve with special conditions and safeguards, or deny a special exception depending upon whether or not it finds that a project promotes public health, safety, moral, order, comfort, convenience, appearance or prosperity for the general welfare of the residents of the City of Williston. Such a determination may be dependent upon special conditions of approval and findings that satisfactory provision and arrangement has been made concerning the following matters, where applicable:

- Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
- Off-street parking and loading areas, where required, with particular attention to the items in (a) above and the economic, noise, glare, or odor effect of the special exception on adjoining properties and properties generally in the district.
- Refuse and service areas, with particular reference to items (a) and (b) above.
- Utilities, with reference to locations, availability, and compatibility.
- Screening and buffering with reference to type, dimensions, and character.
- Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with properties in the district.
- Required yards and other open space.

Date: May 2, 2023

- Considerations relating to general compatibility with adjacent properties and other properties in the district including but not limited to:
 - Conformity with the comprehensive plan and the effects upon the comprehensive plan.
 - Existing land use patterns.
 - The impact of the proposed use upon the load on public facilities such as schools, utilities, and streets.
 - Changed or changing conditions which find the proposed use to be advantageous to the community and the neighborhood.
 - The impact of the proposed use upon living conditions in the neighborhood.
 - The impact of the proposed use upon traffic congestion or other public safety matters.
 - The impact of the proposed use on drainage.
 - The impact of the proposed use upon property values in the adjacent area.
 - The impact of the property use upon light and air to adjacent areas.
 - The impact of the proposed use upon the improvement or development of adjacent property in accordance with existing regulations.
 - The impact of the proposed use with regard to the scale and needs of the neighborhood or the community.

LEGAL REVIEW: NA

FISCAL IMPACTS: None

RECOMMENDED ACTION: Staff and the Planning and Zoning Commission recommend approval for on-site premise sales of alcohol based on the following:

- This establishment will be selling alcohol at their restaurant establishment.
- This use and future use is allowed in the zoning.

ATTACHMENTS: Application

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**



City of Williston

Community Development Department

50 NW Main Street

Williston, FL 32696

Phone: (352) 528-3060 Fax: (352) 528-0390

Email : City.Planner@Willistonfl.org

Website: www.willistonfl.org

SPECIAL EXCEPTION REQUEST

(\$720.00 - Commercial \$360 - Residential)

1. Name of Petitioner(s) : **Homestead Tiny Enterprises LLC**

Address of Petitioner(s) : **1050 NE 6th Blvd**

City **Williston**

State **Florida**

Zip **32696**

Phone # **678/428-3184**

2. Parcel Number (from tax roll): **18278-000-00**

Size of property: **7.082**

Legal Description: (Attached)

3. Description of Request:

Special Exception pursuant to the following:

Sec. 60-375 - Special exceptions - (3) Package store for sale of alcoholic beverages, bar, tavern or cocktail lounge.

Sec. 46-132. - Special exceptions - (d)(2) Planning and zoning commission report. It is the intent of these land development regulations that all proposed special exceptions shall be heard in the first instance by the planning and zoning commission and that the planning and zoning commission's report and recommendations in such matters shall be advisory only to the city council. Within a reasonable time after a proposed special exception is officially received by the planning and zoning commission, the planning and zoning commission shall submit its report and recommendations concerning the proposed special exception to the city council. Before making a recommendation concerning the proposed special exception, the planning and zoning commission shall hold a public hearing to consider the proposed special exception. The planning and zoning commission shall fix a reasonable time for the hearing, give public notice thereof, as well as due notice to the parties involved. At the hearing, any party may appear in person or by agent.

4. A special exception shall not be granted by the Council unless and until:

- a. A written application for a special exception is submitted indicating the section of this article under which the special exception is sought and stating the grounds on which it is requested. The

Approval of Special Exception will not increase traffic generation above the amounts already approved by the City pursuant to the approval of the development of the commercial building on site.

8. Off-Street Parking

Off-Street Parking will remain the same as previously approved by the City of Williston.

9. Refuse and Service Areas

Refuse and service areas will remain the same as previously approved by the City of Williston.

10. Utilities

Utilities will remain the same as previously approved by the City of Williston.

11. Screening and buffering

Screening and buffering will remain the same as previously approved by the City of Williston.

12. Signs

Signage will remain the same as previously approved by the City of Williston. If any deviation from previously approved signage is requested, such change shall be added to this special exception package.

13. Required yards and other open space

Required yards and other open space will remain the same as previously approved by the City of Williston.

14. Existing Conditions and Compatibility

The present use of the site is described as improved commercial. The existing surrounding land uses are listed as the same. Please refer to the Property Appraiser's Maps attached. Based on these conditions, the Special Exception request is appropriate pursuant to Chapter 60, Code of Ordinances, City of Williston.

All of the criteria necessary for Special Exception are evidenced in the Site Plan, the Application, or elsewhere in the package included. All impacts of the development (a-h) that are to be taken into consideration regarding the Special Exception mirror the current impacts of the current Commercial activity on the property, for which there is no the requirement of a Special Exception.

Sincerely,



Woodroe Blake Fugate
Attorney at Law / Fugate & Fugate, P.A.

normdfugatepa.com
248 N.W. Main Street
Post Office Box 98
Williston, Florida 32696

352-528-0019 phone
352-528-4919 fax
blake@normdfugatepa.com

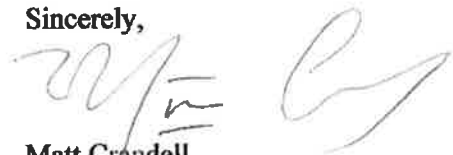
March 15, 2023

**City of Williston
50 NW Main Street
Williston, FL 32696**

To Whom it May Concern:

Woodroe Blake Fugate of Fugate & Fugate Law Firm has full authorization to act as my legal agent in the Planning, Zoning, Permitting or Land Development procedures regarding property owned by Homestead Tiny Enterprises LLC at 1050 NE 6th Blvd, Parcel 18278-000-00.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Matt Crandell', is written over a horizontal line.

**Matt Crandell
Managing Member
Homestead Tiny Enterprises, LLC
11809 Camp Drive
Dunnellon, FL 34432**

Norm D. Fugate
Board Certified Attorney
• Real Estate Law
• City, County, and Local Government Law
March 15, 2023



Woodroe Blake Fugate
Associate Attorney

Fugate & Fugate

A Law Firm

City of Williston
50 NW Main Street
Williston, FL 32696

To Whom it May Concern:

It has been communicated to my client by the City that per City of Williston Land Development Regulations that a Restaurant serving alcohol other than beer and wine operating from property designated as Commercial by the zoning map requires a Special Exception.

THEREFORE, Applicant respectfully requests consideration by the Planning Commission and subsequently the City Council as to the operation of his restaurant at the described location.

Please consider this as communication that all requirements of the Special Exception have been met in accordance with the City's Land Development Code. The following considerations have been addressed by the Owner and their agents:

1. Purpose

This application is for a Special Exception to allow Applicant to operate a restaurant selling alcohol other than beer and wine from the property located on the following described land, situate, lying and being in Levy County, Florida to-wit:

See Exhibit "A"

2. Special exception approval criteria.

Application for Special Exception shall demonstrate that the granting of the special exception would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or the general welfare.

Council shall make specific findings that:

- 1) it is empowered to grant Special Exception pursuant to Chapter 60 of the City of Williston Land Development Regulation;
- 2) granting of the special exception would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or the general welfare; and,
- 3) satisfactory provision and arrangement has been made concerning the following matters, where applicable:
 - a. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
 - b. Off-street parking and loading areas, where required.
 - c. Refuse and service areas.
 - d. Utilities, with reference to locations, availability, and compatibility.

248 Northwest Main Street, Williston, Florida 32696 • 509 Second Street, Cedar Key, Florida 32625
Mailing Address: Post Office Box 98, Williston, Florida 32696
Phone (352) 528-0019 Fax (352) 528-4919
normdfugatepa.com | 8fugateandfugatelaw.com

- e. Screening and buffering with reference to type, dimensions, and character.
- f. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with properties in the district.
- g. Required yards and other open space.
- h. Considerations relating to general compatibility with adjacent properties and other property in the district including the considerations listed in the Code.

3. Application sufficiency

Application for Special Exception shall demonstrate that the granting of the special exception would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or the general welfare. Only one of the criteria is required to be promoted by the granting of the special exception. There is no doubt that allowing the Special Exception at this specific location would promote public comfort, convenience, prosperity and general welfare as it would provide an option for residents to dine and purchase drinks of their choice. Prosperity and general welfare would increase as the restaurant would increase both the business operations and employment inside the City.

4. Council finding requirements

- 1) Council is empowered to grant Special Exception pursuant to Chapter 60 of the City of Williston Land Development Regulation as this use is listed under the permissible special exceptions for that land use designation
- 2) There is no doubt that allowing this use at this specific location would promote public convenience, comfort, prosperity and general welfare as the use would increase both the business operations and employment inside the City.
- 3) All items required for satisfactory provision or arrangement have been reviewed by the City when prior approval of the commercial building was permitted by the City. The site plan previously approved by the City will remain the same therefore all of the following items will remain the same:
 - a. Ingress and egress
 - b. Off-street parking and loading areas
 - c. Refuse and service areas.
 - d. Utilities
 - e. Screening and buffering
 - f. Signs
 - g. Required yards and other open space.
 - h. Considerations relating to general compatibility with adjacent properties and other property in the district including the considerations listed in the Code.

5. Schedule

It is anticipated that the change in use will cause an increase in the employment of multiple local residents. Hours of operation and days of operation will fall within prescribed parameters in the Code of the City of Williston.

6. Ingress/Egress

Ingress and egress to the project site is on an existing stabilized road.

7. Traffic Generation

application shall include a site plan or sketch of the subject property drawn to scale. Refer to the City of Williston Land Development Code for specific criteria for the proposed Special Exception.

- b. Notice of public hearing (provided by staff) on the special exception shall be given in the manner prescribed in the City's Land Development Code and any party may appear in person or by agent or attorney;
- c. The Council shall make findings that it is empowered under the section of this article described in the application to grant the special exception and that the granting of the special exception, with any appropriate conditions and safeguards that the Council may deem necessary, will not adversely affect the public interest;
- d. In granting any special exception, the Council may prescribe appropriate conditions and safeguards in accordance with this article. Violation of such conditions and safeguards, when made a part of

the special exception all information

Exhibit A

Legal Description

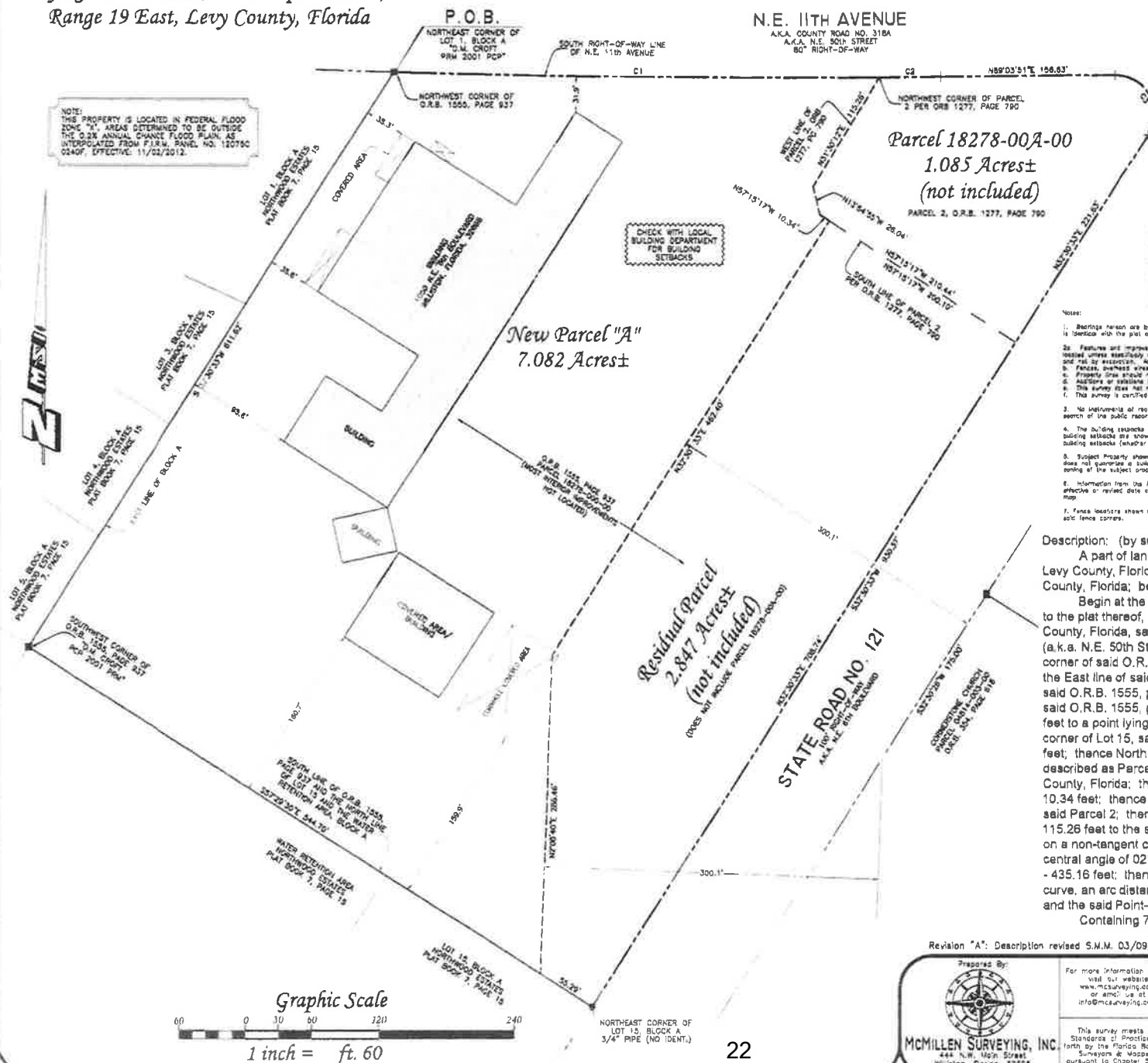
Homestead Tiny Enterprises, LLC

A part of lands described in O.R.B. 1555, page 937 of the Public Records of Levy County, Florida; lying in Section 31, Township 12 South, Range 19 East, Levy County, Florida; being more particularly described as follows:

Begin at the Northeast corner of Lot 1, Block A, Northwood Estates, according to the plat thereof, as recorded in Plat Book 7, page 15, Public Records of Levy County, Florida, said point lying on the South right-of-way line of N.E. 11th Avenue (a.k.a. N.E. 50th Street and County Road No. 318a), said point being the Northwest corner of said O.R.B. 1555, page 937 and run thence South 32°30'33" West, along the East line of said Block A, a distance of 611.62 feet to the Southwest corner of said O.R.B. 1555, page 937; thence South 57°29'30" East, along the South line of said O.R.B. 1555, page 937 and the said North line of Block A, a distance of 544.70 feet to a point lying North 57°29'30" West, a distance of 55.29 feet from the Northeast corner of Lot 15, said Block A; thence North 02°08'40" East, a distance of 286.46 feet; thence North 32°30'33" East, a distance of 462.40 feet the South line of lands described as Parcel 2 of O.R.B. 1277, page 790, said Public Records of Levy County, Florida; thence North 57°15'17" West, along said South line, a distance of 10.34 feet; thence North 13°54'55" West, a distance of 26.04 feet to the West line of said Parcel 2; thence North 31°30'12" East, along said West line, a distance of 115.26 feet to the said South right-of-way line of N.E. 11th Avenue; said point lying on a non-tangent curve, concave Northerly, having a radius of 11552.30 feet, a central angle of 02°09'30" and a chord bearing and distance of North 89°34'54" West -435.16 feet; thence Westerly, along said South right-of-way line and along said curve, an arc distance of 435.19 feet to the said Northeast corner of Lot 1, Block A and the said Point-of-Beginning.

Containing 7.082 Acres, more or less.

Sketch of Legal Description Only
Lying in Section 31, Township 12 South,
Range 19 East, Levy County, Florida



Curve Table						
Curve	Radius	Arc Length	Tangent	Central Angle	Chord	Chord Bearing
C1	11552.30'	435.19'	217.82'	2°09'30"	435.18'	N89°34'54"W
C2	11552.30'	55.44'	27.72'	D15°30'	55.44'	N22°12'06"E
C3	35.00'	75.42'	65.08'	127°27'26"	61.55'	N29°13'26"W

Notes:

1. Bearings herein are based on an assumed value of South $87^{\circ}29'30"$ East, for the North Tra of Block A, Northwest 1/4 Sec. 36, and bearing is identical with the plot of record.
- 2a. Features are improvements (i.e., foundations, fences, wells, etc.) not shown between the corners of the ground, have not been located under previously located or noted features. If a specific line is shown upon the map, it was located by surveying the ground and not run by resurvey. Additional lines and specific lines may exist which are not shown on this survey.
- 2b. Fences, surface lines, and systems shown herein may be designated for future purchase only and are not to be used.
3. The survey was run by the following persons: [Name] and [Name].
4. Additional or existing surveys may be shown from the existing surveyor is prohibited without written consent of the signing surveyor. This survey may be used for future dispute resolution.
5. This survey is certified to the date of the date acquisition of the land (shown herein as survey date), ONLY.
6. No instruments or records reflecting ownership, right-of-way, and/or ownership were furnished to the surveyor except as shown. No person of the public records has been given by the surveyor for any circumstances for actual property or boundary purposes.
7. The building existence shown herein were taken from the record plat information furnished to the surveyor only. Therefore, if no building existed on the property, the surveyor is not responsible for the building shown. The surveyor is not responsible for the building shown (whether shown or not) because of the proper building department with the current code of the jurisdiction.
8. Subject property shown herein may be a division of a parent tract based on information provided by the client. If so, the survey does not guarantee a building number and is suggested that all persons are verified at the proper building department with the current portion of the subject property.
9. Information from the Texas Forestry Management Agency (T.F.M.A.) Flood Insurance Map was shown herein as current as of the effective or revised date of said map. Map legends and amendments are periodically made by state and may not be reflected on said map.
10. Fences located shown herein (if any) are located at the corners or ends only, unless specifically stating they meet under between

Description: (by surveyor) - Homestead New Parcel "A"

A part of lands described in O.R.B. 1555, page 937 of the Public Records of Levy County, Florida; lying in Section 31, Township 12 South, Range 19 East, Levy County, Florida; are more particularly described as follows:

Begin at the Northeast corner of Lot 1, Block A, Northwood Estates, according to the plat thereof, as recorded in Plat Book 7, page 15, Public Records of Levy County, Florida, said point lying on the South right-of-way line of N.E. 11th Avenue (a.k.a. N.E. 50th Street and County Road No. 318a), said point being the Northwest corner of said O.R.B. 1555, page 937 and run thence South 32°30'33" West, along the East line of said Block A, a distance of 811.62 feet to the Southwest corner of said O.R.B. 1555, page 937; thence South 57°29'30" East, along the South line of said O.R.B. 1555, page 937 and the said North line of Block A, a distance of 544.70 feet to a point lying North 57°29'30" West, a distance of 55.29 feet from the Northeast corner of Lot 15, said Block A; thence North 02°08'40" East, a distance of 286.46 feet; thence North 32°30'33" East, a distance of 482.40 feet the South line of lands described as Parcel 2 of O.R.B. 1277, page 790, said Public Records of Levy County, Florida; thence North 57°15'17" West, along said South line, a distance of 10.34 feet; thence North 13°54'55" West, a distance of 26.04 feet to the West line of said Parcel 2; thence North 31°30'12" East, along said West line, a distance of 115.26 feet to the said South right-of-way line of N.E. 11th Avenue; said point lying on a non-tangent curve, concave Northerly, having a radius of 11552.30 feet, a central angle of 02°09'30" and a chord bearing and distance of North 89°34'54" West - 435.16 feet; thence Westerly, along said South right-of-way line and along said curve, an arc distance of 435.19 feet to the said Northeast corner of Lot 1, Block A and the said Point-of-Beginning.

Containing 7.082 Acres, more or less.

Revision "A": Description revised S.M.M. 03/09/2023



MCMILLEN SURVEYING, IN
444 N.W. Main Street
Winston, Florida, 32695
Office: 352-528-8227

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

This survey meets the Standards of Practice set forth by the Florida Board of Surveyors & Mappers, pursuant to Chapter 20-1, Florida Administrative Code.

[illegible]

Digitally signed by
Stephen A.
Sagiller, F.S.M.
Date: 2025.05.09
13:28:27 -05'00'

PREPARED FOR:	State 17- 80
HOUSTON TAY ENTERPRISES, LLC	Proj. No. 2002-0184
	Drawing S.M.M
	Client: S.M.M.
	Dep. Name: 2121-0184
	Survey Date: 9/20/13
	Field Book: 182
slava@mcsurveying.com	Pages: 78

Date: May 2, 2023

CITY COUNCIL AGENDA ITEM

TOPIC: RP 2023-01 BW Noble And 7 LLC. Replat Multiple Parcels

PRESENTED BY: Laura Jones, City Planner

BACKGROUND / DESCRIPTION:

BW Noble And 7 LLC Re-Plat. This property is located at 630 W Noble Ave., Williston, FL 32696. BW Noble and 7 LLC are the property owners and Geoline Surveying Inc., Surveyor, is the Agent.

Currently this parcel consists of 5 lots on 2.97 acres and the zoning is Commercial Intensive (C2) This plat proposes 2 lots. The west lot at 1.933 acres and the east lot at 1.034 acres. The parcels included are #06100000000, 0610300000, 0609900000, 0610200000, 0610100000

Approval of this replat complies with the Land Development Code; therefore, staff recommends approval. The Planning and Zoning Commission recommends approval per their meeting on April 25, 2023.

LEGAL REVIEW: NA

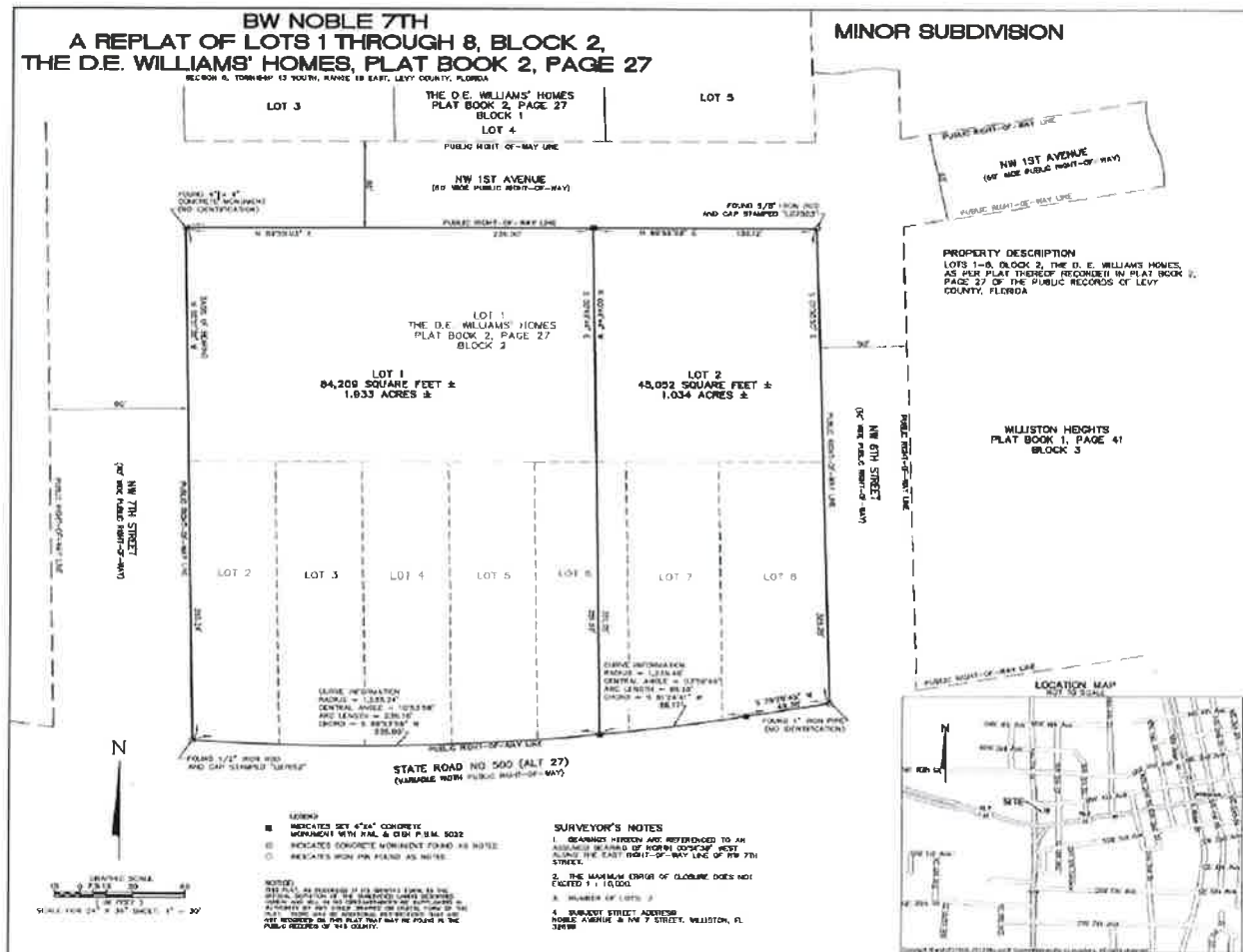
FISCAL IMPACTS: None

Date: May 2, 2023

Current Site



Proposed Site



Date: May 2, 2023

RECOMMENDED ACTION:

Approve the re-plat RP 2023-01 BW Noble And 7 LLC.

ATTACHMENTS: Application

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

CITY OF WILLISTON, FLORIDA SUBDIVISION PLAT SUBMISSION APPLICATION

This Checklist is based on the relevant provisions of Chapter 56-18 – Submission of Plat - of the WILLISTON, FL Code of Ordinances. The Code is available online at www.municode.com.

Application Fees

Plat – 1-15 Lots \$ 250 -Plus \$12 Per lot or parcel

Plat – 16 lots and up \$500 Application Fee -Plus \$12 Per lot or parcel

General Requirements

1. Contact the Zoning Director, who will in coordination with Levy County E 911 office to get an **approved** subdivision name.
2. Schedule a pre-application conference with this Department as early as possible in the project development process.
3. No subdivision application shall be scheduled for processing until this Department determines the application package is complete, including all fees paid.
4. Applications are reviewed by internal departments as well as by the department. The Zoning department will create a staff report which is provided to the reviewing Board with the agenda.
5. Resubmissions must also comply with the agenda deadline date.
6. All subdivision submissions must comply with the relevant requirements of
7. Section 56-18– Plans. Be advised that no site clearing activity, other than the minimum necessary for surveying purposes, may be initiated until the construction plans are approved AND a tree removal permit has been issued.
8. All plats, plans & specifications must be signed & sealed by a Florida registered surveyor, landscape architect or engineer, as appropriate for the document.
9. Plans are reviewed by the Planning and Zoning Commission and the City Council.
10. Phasing must be arranged so that each phase can stand alone and function adequately with regard to required improvements, infrastructure and facilities.
11. Submit 12 copies of the plans at the appropriate scale on 24" by 36" sheets, plus 12 copies of the plans reduced to 11" x 17", PLUS and electronic PDF format of the drawings. **Submissions may require prove of title insurance.**

SUBDIVISION PLANS SUBMISSION CHECKLIST

- ☒ Legal description of the subject site – could be on the boundary survey
- ☐ Complete name and mailing address of the property owner, developer and engineer
- ☒ Tract boundaries with dimensions
- ☒ North arrow, date of preparation and other pertinent legend information
- ☒ A location map at no greater than 1000 scale
- ☒ Zoning of the site AND adjacent parcels on all sides
- ☒ Plat book and page of the site
- ☐ Typical lot size by phase, if necessary *N/A*
- ☐ A copy of the draft HOA deeds, restrictions and covenants
- ☒ Streets and easements of adjacent land
- ☒ Topography map in NGVD contours at 1-foot intervals
- ☒ Site conditions including, but not limited to, existing watercourses, drainage ditches, bodies of water, wetland, 100-year flood elevations, and surrounding physical features
- ☒ Existing property lines, buildings, transmission lines, water and/or sewer lines, bridges, culverts, city limits and utility easements on the subject site AND the adjacent parcels
- ☒ Levy County E-911 approved street names, street types, pavement widths and right-of way dimensions and typical cross section diagrams
- ☐ Identification of the storm water disposal method and connection to the city potable water, wastewater and reuse systems
- ☐ Proposed off-site roadway and other public improvements in the area
- ☒ Phasing the subdivision, if any – lots must be numbered consecutively for the whole project
- ☒ Dedications of sites and roadways to the public *none*
- ☒ Identify/map the on-site soils
- ☒ A summary list of the total acres, lots, minimum lot area and lineal feet of streets
- ☐ A concurrency review document
- ☐ Adequately address zoning, buffering, environmentally sensitive area, upland habitat, *N/A*
- ☒ Floodplains, well field, aquifer protection, historic/archeological and traffic
- ☐ A CD in PDF format which includes ALL the application package text and graphics

CERTIFICATION

I, the undersigned, do hereby certify that I have read this Checklist and understand the requirements described therein. I further understand that only application packages that have been determined complete by the Department prior to the agenda deadline will be scheduled for processing.

Owner or Authorized Applicant Signature Date

T. Austin Simmons, Vice President of
Brightwork Real Estate, Inc.

manager of BW Noble and 7, LLC

APPLICATION FOR SUBDIVISION PLANS

County 911 Approved Subdivision Name: _____
Parcel Number: _____
Legal Description: _____
General Location and/or Street Address: 630 W. Noble Ave
Project Area: _____
of Units: 2 lots
Density: _____
Zoning: C-2
Typical Lot Size: _____
of Phases: N/A
Lots & Acres by Phase: N/A
Acres of Recreation Area: N/A
Acres of Wetlands: N/A
Acres of Roads & R/W: N/A
Public or Private Streets: existing public
Has this site been subject to any other
development permit action in the last two
years? If yes, provide the type of action and
date of final action: N/A
Applicant Name: BW Noble and 7, LLC
Applicant Email: wbarrs@brightworkre.com
Applicant Phone: (813) 610-4685
Applicant Address: 3708 W. Swann Ave Suite 200, Tampa, FL 33609
Owner Name: BW Noble and 7, LLC
Owner Email: wbarrs@brightworkre.com
Owner Phone: (813) 610-4685
Owner Address: 3708 W. Swann Ave Suite 200, Tampa, FL 33609
Person to be contacted regarding questions
about this application (e.g. engineer,
architect) Name: Wright Banks
Email: wbarrs@brightworkre.com
Address: 3708 W. Swann Ave Suite 200 Tampa, FL 33609
Phone: (813) 610-4685

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

CERTIFICATION

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

Applications need to be submitted by the 1st of the month to be considered at the next Planning & Zoning Commission meeting. Any and all supporting documents that need to be reviewed by the Commission need to be submitted by the 15th of the same month to be included in the packet for review. I understand that only application packages that are determined complete by the Department will be scheduled for review.

Applicant Signature

Date

T. Austin Simmons, Vice President of
Brightwork Real Estate, Inc.

manager of BW Noble and 7, LLC

OWNER'S APPLICATION AUTHORIZATION (Required if the property owner of record is not the applicant)

STATE OF FLORIDA COUNTY OF LEVY

Before me, the undersigned authority, personally appeared _____ who being by me first duly sworn on oath, deposes and says: 1. That he/she is the property owner of the subject parcel(s) in this application. 2. That he/she desires to apply for a Subdivision Plans on land generally located at (legal description)

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

Owner's Signature

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

Signature of Acknowledger

Acknowledger Name

Serial Number My Commission Expires



City of Williston
Planning Department

MINOR SUBDIVISION APPLICATION

Please note the definition of a minor subdivision:

Section 44-10 City Ordinance -Subdivision, minor, means any subdivision containing not more than four lots fronting on an existing street, not involving any new street or road, or the extension of local governmental facilities or the creation of any public improvements, and not adversely affecting the remainder of the parcel or adjacent property, and not in conflict with any provision or portion of the comprehensive plan or these land development regulations.

Complete with required information (write "n/a" if information is not applicable to proposal).

Title of Plat Replat of
BW NOBLE 7

Has any other plat been recorded for this site? (X) Yes () No

If yes, please provide a Book of Maps reference and/or date and name of recorded plat? D.E. Williams Homes Book 2 Pg 27

Current Zoning(s): C-2 PIN # 061000000, 061010000, 061020000, 060990000, 061030000 Real Estate ID# _____

(Multiple PIN numbers with corresponding real estate ID numbers can be listed on a separate sheet).

Site address: 630 W. Noble Ave.

Property Owner (list all property owners - use back or additional sheet if needed)

Name: BW Noble and 7, LLC

Address: 3708 W. Swann Ave Suite 200

City: Tampa

State: FL

Zip Code: 33609

Telephone Number: (813) 610-4685

Fax: _____

E-mail Address: wbarrs@brightworkre.com

Consultant (surveyor, engineer, etc. person to whom all correspondence will be sent)

Name: Kenny Hall - Geoline Surveying, Inc

Address: 13430 NW 104th Terrace, Suite A

City: Alachua

State: FL

Zip Code: 32615

Telephone Number: _____

Fax: _____

E-mail Address: khall@geolineinc.com

Relationship to Owner: owners surveyor

Contact: _____

(386) 418-0500

Proposal

Proposed Land Use (residential, office, etc): Commercial

Total Site Area: Acres 2.97 sf 129,261 Proposed Number of Lots: 2
Proposed Impervious Surface Coverage (impervious

surface area/site area x 100): _____ %

Are there any flood prone soils on the site? () Yes ☒ No

Is there a floodway and/or Special Flood Hazard Area on the site? () Yes ☒ No

Utilities and Services

Water supply provided by:

(☒) municipal system

() community system: _____

() individual well(s)

Wastewater collection/treatment provided by:

(☒) municipal system:

() community system - specify type: _____

() individual on-site system

Water and Septic to be certified by:

() Levy County Environmental Services (fees and applications must be included)

() Soil Scientist (soils report and delineation map will be required; septic layouts will be needed for those lots certified as Section 6 under the On Site Septic Rules)

Existing and Proposed Roads to be used for Access Purposes

Road Name (also list SR or CR, Width of Road, Provide final length of Road. Is it a thoroughfare?

Noble Ave., NW 6th St, NW 1st Ave, NW 7th St

* All roads must adhere to the standards set forth in Section.

** According to Levy County Transportation Plan.

Other information

Additional information about the site or proposal:

Administration

All property owners must sign this application unless one or more individuals are specifically authorized to act as an agent on behalf of the collective interest of some or all of the owners (provide a copy of such authorization).

The undersigned property owner(s) hereby authorize the filing of this application (and any subsequent revisions thereto). The filing of this application authorizes the City of Williston staff to enter upon the site to conduct relevant site inspections as deemed necessary to process the application.

T. Austin Simmons, Vice President of
Brightwork Real Estate, Inc.

Signature: _____

Date: _____

2/13/23

Signature: _____

Date: _____

The undersigned applicant hereby certifies that, to the best of his or her knowledge and belief, all information supplied with this application is true and accurate.

T. Austin Simmons, Vice President of
Brightwork Real Estate, Inc.

Signature: _____

Date: _____

2/13/23

\$425.00 must accompany this application for Minor Subdivision Application Fee. All checks should be made out to "City of Williston."

Notes: All documents and maps submitted as required become the property of the City of Williston.



City of Williston Planning Department
Telephone 352-528-3060

MINOR SUBDIVISION APPLICATION CHECKLIST

For each listed item, check ('1') if provided, write "n/a" if the feature does not exist or is not proposed.		Staff use only
./ or n/a	APPLICABLE STANDARDS (ORDINANCE REFERENCE)	./ or n/a
1	1. Name of Project	
1	2. Property lines	
1	3. 'Minor Subdivision' in title block	
1	4. Drawn to Scale where 1"= 10', 20', 30', 40', 50', 60', 100' or 200'	
1	5. All requirements for GS 47-30	
1	6. Acreage of all lots with total acreage tabulation	
n/a	7. Residual acreage of all lots	
1	8. Zoning districts - boundaries and names. Show any zoning line and list acreage in each zoning district.	
n/a	9. Building setback table for appropriate zoning district	
n/a	10. Notation of the amount of impervious surface coverage proposed (sq. ft. and as % of total site area). List calculation information.	
n/a	11. Outline of existing structures (note whether or not to remain; show setbacks of structures to remain from nearest existing or proposed property lines)	
n/a	12. Maximum impervious must be shown on each lot.	
1	13. All roads labeled as public or private	
1	14. All roads labeled as new, existing, or extended	
n/a	15. Add the following note: "At the time of recordation, the roads identified as public were built to public road standards per NCDOT. Roads identified as private were certified as complete by the surveyor/engineer of this development. In each case, the City of Williston maintains no responsibility for maintenance of the roads."	
n/a	16. Tree and Vegetation Protection	
n/a	17. Add the following note: "Approval and a tree survey is required prior to any activity and/or construction in the tree and vegetation protection zone."	
n/a	18. Add the following note: "Impervious surface coverage shall not exceed % of the subdivision. Impervious surface limits will be strictly enforced into perpetuity."	
n/a	19. Soil Scientist or Levy County Environmental Services Certification.	
n/a	20. Submit two (2) copies of a complete soils report and soils delineation map from Soil Scientist, if applicable.	

For each listed item, check ('1') if provided, write "n/a" if the feature does not exist or is not proposed.			Staff use only
n/a	21.	Submit completed Levy County Environmental Services Improvement Permit Application with the appropriate fees (see below), if applicable	
n/a	22.	Appropriate impoundment or watercourse buffers as required for appropriate zoning and/or overlay district (See Levy County UDO Articles 3-72, 3-73, 3-74, 10-22, 11)	
n/a	23.	Show, FEMA 100-year floodway and floodway fringe boundaries, flood hazard soils [contact GIS Dept.] [Adjust FEMA boundaries and flood hazard soils to conform to topography if necessary - contact Environmental Services Dept.]	
1	24	Provide a copy of the deed or title to prove ownership.	
n/a	25	<p>Is a compliance amendment required?</p> <p>Yes _____</p> <p>No <u>X</u> _____</p> <p>If yes , submitted _____ (date)</p>	

For each listed item, check ("1") if provided, write "n/a" if the feature does not exist or is not proposed.			Staff use only
1	26.	Minor Subdivision Plat Application (With owner(s) signatures)	
1	27.	Minor Subdivision Application Fee of \$450 (all checks payable to the City of Williston)	
n/a	28.	Three (3) paper copies of proposed plan. One electronic copy provided Via USB or email	

Notes: All documents and maps submitted as required become the property of the City of Williston.

The City of Williston Comprehension Plan are on the web at www.willistonfl.org

All application fees are non-refundable.

The Subdivision Administrator may waive required information he or she certifies in writing as unnecessary to determine compliance with applicable standards and requirements.

Other applicable standards may apply.

The File Number should be used on all correspondence subsequent to application acceptance.

Sec. 56-14. - General procedure.

modified

(a)

Preparation of plats. All preliminary and final plats shall comply with F.S. ch. 177 and shall be prepared and certified by a registered land surveyor. In addition, all construction plans and specifications for required improvements shall be prepared and certified by a registered engineer. Final plats for recordation must also comply with the requirements of the Levy County Clerk of the Court for inclusion of the permanent public record.

(b)

Classification of subdivisions. Whenever any subdivision of land is proposed, before any contract is made for the sale of any part thereof, and before any permit for the erection of a structure in such proposed subdivision shall be granted, the subdividing owner, or his

authorized agent, shall apply for and secure approval of such proposed subdivision in accordance with the following procedure, which includes basically two steps for a *minor subdivision* and four steps for a major subdivision (see section 44-10 for the definition of a major subdivision and *minor subdivision*):

(1)

Minor subdivision.

a.

Preapplication conference.

b.

Final subdivision plat.

(2)

Major subdivision.

a.

Preapplication conference.

b.

Preliminary plat.

c.

Construction plans for required improvements.

d.

Final subdivision plat.

(c)

*Modified procedure for **minor** subdivisions.*

(1)

Proposed subdivisions meeting the criteria of a *minor subdivision* as defined by these land development regulations in section 44-10 shall not have to comply with sections 56-8 and 56-16.

(2)

Final subdivision plats for *minor* subdivisions are exempted from requirements listed under section 56-18(b)(6), (7), (9), (10), (13) and (15).

(3)

A final plat may be prepared directly following the preapplication conference in accordance with the final plat procedure as outlined in section 56-19.



February 23, 2023

Addressee:

PLAT PROPERTY INFORMATION REPORT

Proposed Plat of: D E WILLIAMS HOMES D E WILLIAMS HOMES D E WILLIAMS HOMES D E WILLIAMS HOMES D E WILLIAMS HOMES

In accordance with Section 177.041, Florida Statutes this will certify that Fidelity National Title Insurance Company has made a search of the Public Records of Levy County, Florida, through February 10, 2023 at 8:00 AM on real property described and shown on the proposed plat which description reads as follows:

See Exhibit A attached hereto for Legal Description

As of the effective date of this report, the record title to the land described and shown on the proposed plat is in the name of BW Noble and 7, LLC, a Florida limited liability company, by virtue of that Special Warranty Deed recorded in Official Records Book 1630, Page 678

The search has revealed the following:

1. Mortgage, Security Agreement and Fixture Filing in favor of Cogent Bank recorded March 17, 2022, in Official Records Book 1630, Page 686.
2. Assignment of Rents and Leases in favor of Cogent Bank recorded March 17, 2022, in Official Records Book 1630, Page 713.
3. UCC Financing Statement in favor of Cogent Bank recorded March 17, 2022, in Official Records Book 1630, Page 721.
4. Land Lease Agreement by and between BW Noble and 7, LLC, a Florida limited liability company, as Landlord, and Wawa Florida, LLC, a Delaware limited liability company, as Tenant, as evidenced by that certain Subordination, Non-Disturbance and Attornment Agreement recorded in Official Records Book 1630, Page 727

NOTE: Tax information currently unavailable for tax I.D. numbers 0609900000, 0610300000, 0610000000, 0610200000 and 0610100000.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This report is not to be construed as an opinion, warranty, or guarantee of title or other similar assurance, nor as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is



Fidelity National Title Insurance Company

being provided for the use and benefit of the above Addressee only, and it may not be used or relied upon by any other party. This Report may not be used for the purpose of issuing a title insurance commitment or policy.

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

File No.: 10968108

A handwritten signature in black ink, appearing to be 'AHR', written over a horizontal line.

By: _____

Authorized Signature



Exhibit "A"

PARCEL 1:

ALL OF LOTS 4, 5, 6, 7 AND 8, BLOCK 2 OF THE D. E. WILLIAMS HOMES, A SUBDIVISION OF PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 19 EAST, ACCORDING TO MAP AND PLAT OF SAID SUBDIVISION ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT FOR LEVY COUNTY, FLORIDA, AND TRACT OF LAND DESCRIBED AS: COMMENCE AT THE NORTHWEST CORNER OF LOT 1 OF BLOCK 2 OF D. E. WILLIAMS HOMES, A SUBDIVISION OF PART OF THE NW 1/4 OF NW 1/4 OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 19 EAST, ACCORDING TO THE MAP AND PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK OF CIRCUIT COURT FOR LEVY COUNTY, FLORIDA, AND RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 200 FEET TO ESTABLISH THE POINT OF BEGINNING, FROM SAID POINT OF BEGINNING RUN THENCE SOUTH 162.3 FEET TO THE NORTHWEST CORNER OF LOT 6 OF SAID BLOCK 2, RUN THENCE EAST ALONG THE NORTH LINE OF LOTS 6, 7 AND 8 OF SAID BLOCK 2 A DISTANCE OF 168 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, RUN THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 162.3 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, RUN THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 165.9 FEET, MORE OR LESS TO THE POINT OF BEGINNING, SAID TRACT OF LAND LYING AND BEING A PART OF LOT 1, BLOCK 2 OF SAID D. E. WILLIAMS HOMES, A SUBDIVISION, LESS THE NORTH 8 FEET OF LOTS 4 AND 5, BLOCK 2, D. E. WILLIAMS HOMES, A SUBDIVISION, AS PER WARRANTY DEED DATED NOVEMBER 12, 1975, FILED FOR RECORD AUGUST 17, 1976 AND RECORDED IN O. R. BOOK 94, PAGE 54, PUBLIC RECORDS OF LEVY COUNTY, FLORIDA.

PARCEL 2:

LOTS 2 AND 3, BLOCK 2, D. E. WILLIAMS HOMES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LEVY COUNTY, FLORIDA, LESS THE NORTH 11 FEET THEREOF.

PARCEL 3:

THE WEST 100 FEET OF LOT 1 AND THE NORTH 11 FEET OF LOTS 2 AND 3, BLOCK 2, D. E. WILLIAMS HOMES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LEVY COUNTY, FLORIDA.

PARCEL 4:

Beginning at a point 100 feet East of the Northwest corner of Lot 1, Block 2 of the D.E. Williams' Homes Subdivision, according to the plat thereof on file and of record in Clerk's office at Bronson, Levy County, Florida, and running South 162.3 feet to the Northeast corner of Lot 3 and the Northwest corner of Lot 4 of said Block 2; thence East, along the North line of said Lots 4 and 5, a distance of 100 feet to the Northeast corner of Lot 5 and the Northwest corner of Lot 6 of said Block 2; thence run North, parallel to West line of said Lot 1, a distance of 162.3 feet to a point in the North line of said Lot 1; thence run West 100 feet, along the Northern boundary of Lot 1, to the Point of Beginning. The D.E. Williams' Homes being a subdivision of a portion of NW 1/4 of NW 1/4 of Section 6, Township 13 South, Range 19 East in Williston, Florida.



Fidelity National Title Insurance Company

and

The North 8 feet of Lots 4 and 5, Block 2, D.E. WILLIAMS' HOMES, according to the plat thereof recorded in Plat Book 2, Page 27, Public Records of Levy County, Florida.

After recording, please return to:
Michael R. Rocha, Esq.
Brooks, Sheppard & Rocha, PLLC
400 North Tampa Street, Suite 1910
Tampa, Florida 33602

DECLARATION OF RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this ____ day of _____, 20__, by BW NOBLE AND 7, LLC, a Florida limited liability company ("BW").

RECITALS

- A. BW is the owner (the "Parcel A Owner") of that certain real property situated in the City of Williston, County of Levy, State of Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel A").
- B. BW is also the owner (the "Parcel B Owner") of that certain real property situated in the City of Williston, County of Levy, State of Florida, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Parcel B").
- C. BW intends to develop Parcel B for use by Wawa (hereinafter defined).
- D. BW intends to develop or allow or cause the development of Parcel A as a retail/commercial site.
- E. BW desires to impose certain easements upon the Parcels, and to establish certain covenants, conditions and restrictions with respect to said Parcels, for the mutual and reciprocal benefit and complement of Parcel A and Parcel B and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, BW hereby declares that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, BW on behalf of itself and its respective successors and assigns covenants and agrees as follows:

AGREEMENTS

1. Definitions. For purposes hereof:

(a) The term "Owner" or "Owners" shall mean the Parcel A Owner (as to Parcel A) and the Parcel B Owner (as to Parcel B) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit "A", that is, Parcel A, and Exhibit "B", that is Parcel B, and any future subdivisions thereof.

(c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

(d) The term "Common Area" shall mean those portions of Parcel A and Parcel B that are outside of exterior walls of buildings, fuel dispensing facilities, fuel tank fields or other structures from time to time located on the Parcels, and which are either unimproved, or are improved as (without limitation) parking areas, landscaped areas, driveways, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements.

(e) The term "Wawa" shall mean Wawa Florida, LLC, a Delaware limited liability company (or any of its affiliates, subsidiaries, successors or assigns). Wawa shall be deemed a third party beneficiary to this Agreement.

(f) The term "Wawa Lease" shall mean that Land Lease of Parcel B from the Parcel B Owner as landlord to Wawa as tenant, and any amendments, extensions or replacements thereof.

(g) The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit "C" and by reference made a part hereof. Except as may be otherwise provided in this Agreement, the Site Plan is for identification purposes only.

(h) The term "Driveway" shall mean those certain main driveways and related driveway improvements, paving, curbing, entrances and exits, in the location on the Parcels as identified on the Site Plan.

2. Easements.

2.1 Grant of Reciprocal Ingress and Egress Easement. Subject to any express conditions, limitations or reservations contained herein, BW hereby grants, establishes, covenants and agrees that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by a nonexclusive, perpetual and reciprocal easement, which is hereby imposed upon the Parcels and all present and future Owner's and Permittees of the Parcels, for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the Common Area of Parcel B and the Common Area of Parcel A including, without limitation, the Driveway, so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Area of such Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels, as they may exist from time to time. The Driveway shall be kept open at all times, except for temporary closing for emergencies, maintenance, repair and replacement work or as may be necessary to avoid public dedication thereof. No obstruction to the free flow of traffic and delivery facilities shall be permitted. No Owner shall make any changes to the location or configuration of the Driveway. No Owner shall close any of the curb-cuts depicted on the Site Plan providing access to NW 7th Street, W. Noble Ave., and NW 1st Ave.

2.2 Grant of Drainage Easement. BW hereby grants, establishes, covenants and agrees that Parcel B, and the Parcel B Owner and its Permittees, shall be benefitted by a nonexclusive, perpetual easement upon, under, over, above and across the Common Areas of Parcel A for the discharge, drainage, use, detention and retention of storm water runoff in the manner and in the location indicated on the Site

Plan, and to install, maintain, repair and replace storm water collection, retention, detention and distribution lines, conduits, pipes and other apparatus under and across those portions of the Common Areas of Parcel A indicated on the Site Plan. The storm water detention areas, if any, indicated on the Site Plan, and all lines, conduits, pipes and other apparatus for water drainage, and all storage systems necessary in connection therewith, shall be hereinafter called the "Water Detention and Drainage Facilities". The easement granted herein shall include the right of reasonable ingress and egress with respect to the Water Detention and Drainage Facilities as may be required to maintain and operate the same. The Water Detention and Drainage Facilities required for Parcel B shall initially be constructed by BW in accordance with the Site Plan and pursuant to Plans approved by Wawa under the Wawa Lease, as a part of the initial development of the Wawa improvements on Parcel B under the Wawa Lease. Once constructed by BW, (i) the Water Detention and Drainage Facilities shall not be modified, altered, relocated or otherwise changed, without the prior written consent of all Owners and Wawa (during the continuance of the Wawa Lease); and, (ii) except as otherwise set forth in Section 3.4, each Owner shall operate and maintain, or cause to be operated and maintained, in good order, condition and repair, the Water Detention and Drainage Facilities located upon its Parcel and make any and all repairs and replacements that may from time to time be required with respect thereto

2.3 Grant of Utility Easement. BW hereby grants, establishes, covenants and agrees that Parcel B, and the Parcel B Owner and its Permittees, shall be benefitted by a nonexclusive, perpetual easement upon, under, over, above and across the Common Areas of Parcel A that are not within any permissible building areas for Parcel A shown on the Site Plan, for the installation, maintenance, repair and replacement of water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, cable, gas mains and other utility facilities necessary for the orderly development and operation of the Common Areas and each building from time to time located within Parcel B; provided that (i) the rights granted pursuant to such easements shall at all times be exercised in such a manner as not to interfere materially with the normal operation of Parcel A and the businesses conducted therein, (ii) the exact location of any utilities shall be subject to the approval of the Parcel A Owner, and (iii) except in an emergency, the right of the Parcel B Owner to enter upon Parcel A for the exercise of any right pursuant to such easements shall be conditioned upon providing reasonable prior advance written notice to the Parcel A Owner as to the time and manner of entry. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of Parcel A (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by the Owner of the Parcel A.

2.4 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement (including Wawa, in the case of the Owner of Parcel B) harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

2.5 Reasonable Use of Easements.

(a) The easements herein above granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

(b) Once the Water Detention and Drainage Facilities are installed pursuant to the easements granted in paragraph 2.2 hereof, and/or utility lines, systems and equipment are installed

pursuant to the easements granted in paragraph 2.3 hereof, no permanent building, structures, trees or other improvements inconsistent with the use and enjoyment of such easements (excluding improvements typically found in common areas of shopping centers) shall be placed over or permitted to encroach upon such water detention, drainage and utility installations. The Owner of the Parcel served by such installations shall not unreasonably withhold its consent to the reasonable relocation of such installations requested by the Owner of a Parcel where such installations are located, at such requesting Owner's sole cost and expense, so long as water detention and drainage services or utility services, as applicable, to the other Owner's Parcel are not unreasonably interrupted, and the relocation shall not unreasonably interfere with or diminish the services to the other Owner's Parcel, shall not reduce or unreasonably impair the usefulness or function of such services, shall be completed using materials and design standards which are equal to or exceed those originally used, and shall have been approved by the provider of such service and the appropriate governmental or quasi-governmental agencies having jurisdiction thereof, and the remaining provisions of this paragraph 2.5 are complied with. No such relocation affecting Parcel B or the water detention and drainage services or utility service(s) thereto shall be performed without the consent of Wawa (during the continuance of the Wawa Lease). Documentation of the relocated easement area, including the furnishing of an "as-built" survey, shall be at the expense of the requesting Owner and shall be accomplished in a reasonable time period.

(c) Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the easements set forth, or to prosecute work on such Owner's own Parcel if the same interferes with utility or drainage easements or easements of ingress, egress or access to or in favor of another Owner's Parcel, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner (and/or, during the continuance of the Wawa Lease, Wawa), and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the Owner of Parcel A and its Permittees shall in no event undertake any work described in this paragraph (except normal minor repairs in the ordinary course which do not interfere with the business of the Owner of Parcel B and its Permittees) which is not of an emergency nature during the months of November or December unless the Owner of Parcel B (and Wawa, during the continuance of the Wawa Lease) shall consent thereto.

3. Maintenance.

3.1 General. Until such time as improvements are constructed on a Parcel, the Owner thereof shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris.

3.2 Buildings and Appurtenances Thereto. Each Owner covenants to keep and maintain, at its sole cost and expense, the building(s) located from time to time on its respective Parcel in good order, condition and repair. Nothing contained in subparagraph 3.2(b) shall be deemed to allow an Owner to

avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or other written agreement between an Owner and such Owner's Permittee.

3.3 Common Area. Each Owner of a Parcel covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense all Common Area located on its Parcel in good order, condition and repair and shall maintain and repair such Common Areas, as necessary, to ensure compliance with all laws, including, without limitation, the Americans with Disabilities Act ("ADA"). Following the construction of improvements thereon, maintenance of Common Area shall include, without limitation, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, taking reasonable steps to remove papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas and roadways between dusk and dawn three hundred sixty-five (365) days per year, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such Common Area in a clean, safe, orderly condition and in compliance with all laws, including, without limitation, the ADA. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the Common Area on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence repair, restore and rebuild such Common Area to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement), provided, however, that all such restorations, repairs or rebuilding shall be in compliance with the requirements of all laws then in effect, including, without limitation, the ADA. Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the Common Areas or building areas on its Parcel, subject to the following conditions: (i) the reciprocal easements between the Parcels pursuant to paragraph 2.1(a) shall not be closed or materially impaired; (ii) the Driveway and ingress and egress thereto, and to and from the Parcels and adjacent streets and roads, shall not be materially altered, modified, relocated, blocked and/or without the express written consent of all Owners and Wawa (during the continuance of the Wawa Lease); (iii) the same shall not violate any of the provisions and easements granted in paragraph 2; and (iv) the requirements of paragraph 3.2 of this Agreement shall be complied with.

3.4 Utilities. Each Owner shall at all times during the term hereof construct, operate and maintain or cause to be constructed, operated and maintained, in good order, condition and repair, at its sole expense, any utility or other installations serving the Parcel of such Owner and from time to time existing on the Parcel of another Owner pursuant to an easement described herein.

4. Construction of Improvements. Every building (including its appurtenant Common Area improvements), now or in the future constructed on a Parcel, shall be constructed, operated and maintained so that the same is in compliance with all applicable governmental requirements, including, without limitation, the requirements of the ADA. Notwithstanding anything set forth in this Agreement, there shall be no obligation for the easements established in Section 2 of this Agreement that burden Parcel B to be open for use by the public until completion of construction on Parcel B.

5. Restrictions.

5.1 General. Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal.

5.2 Additional Parcel A Restrictions. Throughout the term of the Wawa Lease or for so long as Wawa owns or operates on Parcel B, it is expressly agreed that neither all nor any portion of Parcel A shall be used, directly or indirectly, for any one or more of the following purposes: a convenience food

store, fuel dispensing facility, coffee store, doughnut store, sandwich store, smoothie store, McDonald's, Walgreens, or any combination of such uses. The term "convenience food store" means any store generally recognized by the retail food industry as being a convenience food store, including but not limited to, the type of store operated by Wawa, Sheetz, 7-Eleven, Turkey Hill, Hess, Speedway, Cumberland Farms, QuickChek, Royal Farms, Circle K, Exxon-Mobil (On the Run), Race Trac, Gate, Thorntons, Hess Express, Murphy USA, Murphy Express or Sunoco A-Plus. The term "coffee store" means a store primarily engaged in the sale of coffee and related coffee drinks, including without limitation, Starbucks, Seattle's Best, Einstein's, Caribou Café, Bucks County Coffee or Bernie's Coffee and Tea Company. The term "doughnut store" means a store primarily engaged in the sale of doughnuts or pastries, including, without limitation, Dunkin' Donuts or Krispy Kreme. The term "sandwich store" means a store that is primarily engaged in the sale of hot or cold sandwiches for on-site or off-site consumption, including, without limitation, Subway, Blimpie's, Quizno's, Panera, Cosi, Pita Pit, Jimmy John's or Firehouse Subs. The term "smoothie store" means a store primarily engaged in the sale of smoothies, including, without limitation, Smoothie King, Planet Smoothie, Tropical Smoothie Café or Jamba Juice. The term "fuel dispensing facility" means any facility or station that dispenses fuel, whether self-service and/or full-service. Notwithstanding the foregoing or anything contained herein to the contrary, the restrictions set forth in this Section 5.2 shall not prohibit Parcel A from being occupied or used for a quick-service restaurant. The term "quick-service restaurant" means any establishment generally recognized by the retail food industry as being a quick-service restaurant, including, but not limited to, Burger King, Sonic, KFC, Taco Bell, Chick-fil-A, Salad Gallery, Saladworks or Wendy's, but specifically excluding McDonald's.

6. Insurance. Throughout the term of this Agreement, each Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 2.2 above), death, or property damage occurring upon such Owner's Parcel, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and naming each other Owner (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) and Wawa, Inc. and Wawa Florida, LLC (during the continuance of the Wawa Lease) as additional insureds.

7. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.

8. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel A or Parcel B. No easements, except (i) those expressly set forth in paragraph 2, and/or (ii) an easement over Parcel A so as to enable the construction of the Driveway and other improvements required for the initial development for Wawa by the Owner of Parcel B, shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking are granted or implied.

9. Remedies and Enforcement.

9.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) and Wawa shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. Wawa shall have the right, but not the obligation, to enforce this Agreement on behalf of the Owner of Parcel B, and/or to cure a breach or default hereunder by the Owner of Parcel B, which enforcement or cure shall be accepted by the other Owner(s) as if effected by the Owner of Parcel B.

9.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner or Wawa (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), Wawa or any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Bank of America (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles, the affected Owner or Wawa may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

9.3 Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner (or to Wawa in connection with the exercise of its rights set forth in paragraphs 9.1 and/or 9.2 above) in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Alachua County, Florida; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of the County Recorder of Alachua County, Florida prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

9.4 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

9.5 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise. As of the date of this Agreement, each Owner represents that no mortgage encumbers its Parcel unless the holder of such mortgage has signed the Joinder attached hereto.

9.6 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, the nondefaulting Owner and Wawa, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of paragraphs 2 and/or 5 of this Agreement.

10. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Alachua County

Recorder and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of Parcel A and Parcel B in accordance with paragraph 11.2 hereof.

11. Miscellaneous.

11.1 Attorneys' Fees. In the event a party (including Wawa) institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

11.2 Amendment.

(a) The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel A and Parcel B, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Alachua County, Florida.

(b) Notwithstanding subparagraph 11.2(a) above to the contrary, no termination of this Agreement, and no modification or amendment of this Agreement shall be made nor shall the same be effective unless the same has been expressly consented to in writing by Wawa (during the continuance of the Wawa Lease).

11.3 Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner or Wawa under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing. During the continuance of the Wawa Lease, any consent by the Owner of Parcel B, to be effective, shall also require the consent of Wawa, and Wawa shall be permitted to withhold its consent to any changes related to parking, Access Openings, Driveways or use restrictions that burden or benefit Parcel B in its sole and absolute discretion.

11.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

11.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

11.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

11.7 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an

original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

11.8 Separability. Each provision of this Agreement and the application thereof to Parcel A and Parcel B are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

11.9 Time of Essence. Time is of the essence of this Agreement.

11.10 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

11.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party and Wawa may change from time to time their respective address for notice hereunder by like notice to the other party and Wawa. Notice given by any Owner hereunder to be effective shall also simultaneously be delivered to Wawa (during the continuance of the Wawa Lease). The notice addresses of BW and Wawa are as follows:

Wawa: Wawa Florida, LLC
7022 TPC Drive, Suite 200
Orlando, FL 32822
Attention: Brian Schaller and Robert Yeatts

With a required copy to:

Wawa, Inc.
Attention: Legal Department
260 W. Baltimore Pike
Wawa, PA 19063

BW: BW Noble and 7, LLC
3708 W. Swann Avenue, Suite 200
Tampa, Florida 33609
Attention: T. Austin Simmons

With a required copy to:

Brooks, Sheppard & Rocha, PLLC
400 N. Tampa Street, Suite 1910

Tampa, Florida 33602
Attention: Michael R. Rocha

11.12 Governing Law. THIS AGREEMENT, AND ALL THE RIGHTS OF THE PARTIES SHALL BE GOVERNED AS TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, ENFORCEMENT AND IN ALL OTHER RESPECTS BY THE LAW OF THE STATE IN WHICH THE PARCELS ARE LOCATED, WITHOUT REGARD TO ITS RULES AND PRINCIPLES REGARDING CONFLICTS OF LAWS OR ANY RULE OR CANON OF CONSTRUCTION WHICH INTERPRETS AGREEMENTS AGAINST THE DRAFTSMAN.

11.13 Estoppel Certificates. Each Owner and Wawa, within thirty (30) days of its receipt of a written request from the other Owner(s) or Wawa, shall from time to time provide the requesting Owner or Wawa, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

11.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

11.15 Mechanics' Liens. Each Owner shall defend, indemnify and hold harmless the other Owners from and against any and all mechanic's or materialmen's liens filed against such other Owner's Parcel as a result of the indemnifying Owner's (or its agents, representatives or tenants) activities and shall cause any such mechanic's or materialmen's liens to be promptly bonded over.

12.16 Merger. Unless a document is recorded to effect such a merger, there shall be no merger of the Easements created by this Agreement and the fee simple estate of the Parcels by reason of the fact that the same person or entity may be the holder of the easement interest and the fee simple owner of the Parcels.

Exhibit A – Legal Description of Parcel A
Exhibit B – Legal Description of Parcel B
Exhibit C – Site Plan

[Signatures on following page]

IN WITNESS WHEREOF, BW has executed this Agreement as of the date first written above.

BW:

BW NOBLE AND 7, LLC,
a Florida limited liability company

WITNESSES:

By: BRIGHTWORK REAL ESTATE, INC.,
a Florida corporation, as Manager

Print Name: _____

By: _____
T. Austin Simmons, Vice President

Print Name: _____

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202_, by T. Austin Simmons, as Vice President of BRIGHTWORK REAL ESTATE, INC., a Florida corporation, as Manager of **BW NOBLE AND 7, LLC**, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced a valid driver's license as identification.

(Notary Seal)

Notary Public

Printed Name: _____

My Commission Expires: _____

JOINDER AND SUBORDINATION

The undersigned being the current holder of a mortgage and certain security instruments related thereto and entered into in connection therewith encumbering one or more Parcels hereby joins in this Agreement for the purpose of subjecting and subordinating its mortgage lien pursuant to the to the terms and conditions of Section 9.5 of the Agreement to which this Consent and Subordination is attached.

IN WITNESS WHEREOF, these presents have/has been executed as of the ____ day of _____, 202__.

Signed, sealed and delivered
in the presence of:

MORTGAGEE:

VALLEY NATIONAL BANK, a national banking
association

(Witness Signature)

Print Name: _____

By: _____

Name: _____

Title: _____

(Witness Signature)

Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202__, by _____, as _____ of _____, on behalf of the company. He is personally known to me or has produced a valid driver's license as identification.

(Notary Seal)

Notary Public

Printed Name: _____

My Commission Expires: _____

Date: May 2, 2023

CITY COUNCIL AGENDA ITEM

TOPIC: 2nd Public Hearing for a Community Development Block Grant

Public Hearing

BACKGROUND / DESCRIPTION:

The City of Williston, Florida is considering applying to the Florida Department of Economic Opportunity (DEO) for a FFY 2022 Small Cities Community Development Block Grant (CDBG).

LEGAL REVIEW: NA

FISCAL IMPACTS: \$700,000 Grant possibility

RECOMMENDED ACTION: Approve potential CDBG project recommend by Citizens Advisory Task Force

ATTACHMENTS:

ACTION:

_____ APPROVED _____ DISAPPROVED

Date: May 2, 2023

CITY COUNCIL AGENDA ITEM

TOPIC: Resolution 2023-26

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR FEDERAL FISCAL YEAR 2022.

BACKGROUND / DESCRIPTION:

The City of Williston, Florida is considering applying to the Florida Department of Economic Opportunity (DEO) for a FFY 2022 Small Cities Community Development Block Grant (CDBG).

LEGAL REVIEW: NA

FISCAL IMPACTS: \$700,000 Grant possibility

RECOMMENDED ACTION: Approve Resolution 2023-26

ATTACHMENTS: Resolution 2023-26

ACTION:

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

RESOLUTION NO. 2023-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR FEDERAL FISCAL YEAR 2022.

WHEREAS, the City of Williston desires to submit an application to the Florida Department of Economic Opportunity for a Small Cities Community Development Block Grant to benefit persons of low and moderate income.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Williston as follows:

1. That the City of Williston hereby authorizes the filing of an application for a Neighborhood Revitalization Community Development Block Grant, and
2. That the Council President of the City of Williston is hereby authorized to execute all documents required in connection with the filing of said application to be submitted on May 5, 2023.

DULY PASSED AND ADOPTED by the City Council of the City of Williston, Florida at a regular meeting on this 2nd day of May 2023.

_____, Council President
City of Williston

ATTESTED:

Latricia Wright, City Clerk
City of Williston

APPROVED AS TO FORM AND LEGALITY:

Kiersten Ballou, City Attorney



Florida Small Cities Community Development Block Grant (CDBG)

Application for Funding

Applicant: City of Williston
(Name of Local Government)

- | | |
|---|---|
| <input type="checkbox"/> Commercial Revitalization | <input type="checkbox"/> Housing Rehabilitation |
| <input checked="" type="checkbox"/> Neighborhood Revitalization | <input type="checkbox"/> Economic Development |

Federal Fiscal Year 2022

Application Due Date: May 5, 2023

Mailing Address: Department of Economic Opportunity
Bureau of Small Cities and Rural Communities
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

Telephone: (850) 717-8405
Fax: (850) 922-5609
Web: <http://www.floridajobs.org/SmallCitiesCDBG>

Contents

Left click on the appropriate check boxes to indicate which parts of the application form are included in this application package.

- ☒ **Part 1 – General Information**
- ☒ **Part 2 – Application Profile and General Scoring Criteria (Required)**
- ☒ **Part 3 – Sources and Uses of Non-CDBG Funds**
- ☐ **Part 4 – Commercial Revitalization**
- ☒ **Part 5 – Economic Development**
- ☐ **Part 6 – Housing Rehabilitation**
- ☒ **Part 7 – Neighborhood Revitalization**
- ☐ **Part 8 – Certification and Score Summary (Required)**
- ☒ **Part 9 –Supporting Documentation (Required)**
 - ☒ **Appendix A: Maps (Required)**
 - ☒ **Appendix B: Local Governing Body's Resolutions for Signature Delegation and Application Submission (Required)**
 - ☒ **Appendix C: Comprehensive Plan Documents (Required)**
 - ☒ **Appendix D: Public Hearing/CATF Meeting Documentation (Required)**
 - ☒ **Appendix E: Leverage Documentation**
 - ☐ **Appendix F: Grant Application Preparation Cost Documentation**
 - ☒ **Appendix G: Readiness to Proceed Documentation**
 - ☒ **Appendix H: VLI/LMI Worksheets and Survey Documentation or Census Data and Maps**
 - ☐ **Appendix I: Documentation Related to Health and Safety Impact Score**
 - ☐ **Appendix J: Joint Agreements/Contingency Funding Documentation/Interlocal Agreements**
 - ☐ **Appendix K: Housing Assistance Plan (Required for all Housing Rehabilitation Applications)**
 - ☐ **Appendix L: Historic Preservation Documents**
 - ☒ **Appendix M: Special Designation Documentation**
 - ☐ **Appendix N: Documentation for Economic Development Applications**
 - ☐ **Appendix O: Documentation for Other Community Development Activities Score (Commercial Revitalization)**
 - ☐ **Appendix P: Documentation for Demolition of Vacant Dilapidated Structures (Commercial Revitalization)**
 - ☒ **Appendix Q: Local Government Minority Contracting and Fair Housing Score Documentation**
 - ☐ **Appendix R:**

Part 1 – General Information

Introduction

In 1974, Congress passed the Housing and Community Development Act, Title I, and created the Community Development Block Grant (CDBG) program. The CDBG program, funded by the U.S. Department of Housing and Urban Development (HUD), consists of an *entitlement program* that provides funds to urban areas and a *non-entitlement program* that provides funds to the states to award to smaller, mostly rural communities.

The Florida's Small Cities CDBG Program is administered by the Florida Department of Economic Opportunity (Department). Funding is awarded on a competitive basis. The scoring criteria are contained in this application form.

Cities with a population under 50,000, and counties with an unincorporated population under 200,000, are eligible to participate in the Florida Small Cities CDBG Program, unless they have accepted *special entitlement status* or have opted to join an *urban entitlement program*. A list of eligible communities is posted to the Department's website annually. Categories of funding include:

- Commercial Revitalization (CR)
- Economic Development (ED)
- Housing Rehabilitation (HR)
- Neighborhood Revitalization (NR)

Overall, at least 70% of the state's funding must benefit low- and moderate-income persons. Activities undertaken with CDBG funds must meet one of the following national objectives and each annual action plan developed by the Department will identify which national objective(s) will be funded from the annual federal allocation:

- Benefit low- and moderate-income persons
- Aid in the prevention or elimination of slum or blight
- Meet urgent community development needs

Pre-Application Activities

Local governments should review the Small Cities CDBG Program's administrative rule, Chapter 73C-23, Florida Administrative Code, and this application form to understand what activities must take place prior to the submission of an application and the scoring criteria for the application. For example, local governments must conduct two public hearings prior to submitting applications and may need to conduct surveys to document that at least 51% of the proposed beneficiaries are low- and moderate-income persons.

Notice of Application Cycle and Deadline for Submission

The Department publishes a Notice of Funding Availability (NOFA) in the Florida Administrative Register. The notice is published at least 30 days prior to the opening of the application cycle and is posted to the Department's website at www.floridajobs.org/CDBGApplicantInfo. The notice states the start and end dates of the application cycle.

Electronic, mailed or shipped submission of applications are strongly encouraged due to social distancing restrictions. Applications can be mailed or shipped to DEO mailing address: Florida Small Cities CDBG Program, Department of Economic Opportunity, 107 East Madison Street – MSC 400, Tallahassee, Florida 32399-6508. If the application is mailed or shipped, at least one hard-copy of the application and one electronic copy must be submitted. Mailed or shipped applications must be received by 5:00 p.m. Eastern Time on July 21, 2022.

If the application is submitted electronically, a request to submit electronically must be submitted to CDBG@deo.myflorida.com **by 5:00 p.m. on Tuesday, July 12, 2022**. Instructions and access to upload the completed documents will be provided via return e-mail. Electronic applications must be received by 5:00 p.m. ET on July 21, 2022.

By the application deadline, one copy of the materials listed below must be sent to the Regional Planning Council that serves the applicant.

1. Part 2 - Application Profile and General Scoring Criteria
2. Part 9 - Forms and Supporting Documentation – Appendix A: Maps

Application Format and Application Submission

The application is divided into nine parts. A local government must complete the parts of the application that relate to the activities for which it is requesting funds. Do not submit the entire application. Submit only those parts required for all applications and the part specifically related to the category (Commercial Revitalization, Economic Development, Housing Rehabilitation, or Neighborhood Revitalization) for which funds are being requested.

- All applicants must complete the cover section and Parts 2, 8, and 9. Only the relevant appendices from Part 9 should be submitted with the application.
- Part 3 must be submitted by all applicants that are requesting points for non-CDBG funds that will be used on the project.
- Parts 4, 5, 6, and 7 pertain to individual funding categories. Submit the appropriate part for the category of funds being requested.

Part 2 – Application Profile and General Scoring Criteria

Application Profile
Table G-1

Local Government Contact Information:

Local Government Name: City of Williston		
Street Address: 50 NW Main Street		
Mailing Address (if different): P.O. Drawer 160		
City: Williston	Zip Code: 32696	County: Levy
Main Telephone: (352) 528-3060	Main Facsimile: (352) 528-2877	Federal ID Number: 59-6000451
DUNS Number: 614909393	Local Government's Name in DUNS: Williston, City of	

Chief Elected Official: Debra Jones	Title: Council President
Telephone: (352) 528-3060	Facsimile: (352) 528-2877
E-mail Address: debra.jones@willistonfl.org	

Local Government Financial Officer: Stephen Bloom	Title: Finance Director
Telephone: (954) 603-0032	Facsimile: (352) 528-2877
E-mail Address: stephen.bloom@inframark.com	

Local Government Project Contact: Laura Jones	Title: City Planner
Street Address: 50 NW Main Street	
City: Williston	Zip Code: 32696
Direct Telephone: (352) 528-3060	Facsimile: (352) 528-2877
E-mail Address: city.planner@willistonfl.org	

Application Profile – Table G-1 (Continued)

Application Preparer Information		
Preparer's Name: Fred Fox Enterprises, Inc.	Organization Preparing Application: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> Private Company <input type="checkbox"/> RPC	
Street Address: P.O. Box 840338		
City: Saint Augustine	State: FL	Zip Code: 32080
Telephone: (904) 810-5183	Facsimile: (904) 810-5302	
E-mail Address: melissa.fox@fredfoxenterprises.com		

Consultant Information		
Consultant's Name: Fred D. Fox	<input checked="" type="checkbox"/> Private Company <input type="checkbox"/> RPC	
Street Address: P.O. Box 840338		
City: Saint Augustine	State: FL	Zip Code: 32080
Telephone: (904) 810-5183	E-mail Address: fred.fox@fredfoxenterprises.com	

Demographics		
U.S. Congressional District Number: 2	Florida Senate District Number: 5	Florida House District Number: 22
Service Area Census Tract(s) and Block Group(s): 970600-2; 970600-3		

Application Type: Indicate the application category. A completed application must include the appropriate section as listed below.	
<input type="checkbox"/> Commercial Revitalization (Part 4)	<input type="checkbox"/> Economic Development (Part 5)
<input type="checkbox"/> Housing Rehabilitation (Part 6)	<input checked="" type="checkbox"/> Neighborhood Revitalization (Part 7)

Application Profile – Table G-1 (Continued)

Citizen Participation – Public Hearings Documentation of the citizen participation activities must be included in Appendix D of Part 9.	
List the date that the public notice for the first public hearing was published: 03/23/2023	List the date when the first public hearing was held: 04/04/2023
List the date that the public notice for the second public hearing was published: 04/27/2023	List the date when the second public hearing was held: 05/02/2023

Subgrant Funding Request: The maximum funding request for Neighborhood Revitalization, Commercial Revitalization and Housing Rehabilitation subgrants is based on the jurisdiction's LMI population as determined by HUD. Please see the table below. The maximum subgrant funding request for Economic Development subgrants is \$1,500,000, and the cost per job created must be less than \$35,000. At the bottom of the left column, enter the actual LMI population. (Data available on CDBG website.) At the bottom of the right column, enter the actual subgrant amount being requested.	
LMI Population	Maximum Subgrant Request
1 – 499	\$600,000.00
500 – 1,249	\$650,000.00
1,250 – 3,999	\$700,000.00
4,000 – and above	\$750,000.00
Local Government's LMI Population: 1,325	Subgrant Funds Being Requested: \$ 700,000.00

Application Profile

Table G-1 (Continued)

Answer the following questions by clicking on the correct check box.		
Historic Preservation Will the project impact a building, public improvement or planned open space that is 50 or more years old? If yes, documentation must be provided in Appendix L of Part 9. (See instructions.)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Interlocal Agreement Will project activities require an interlocal agreement? If yes , the interlocal agreement(s) must be provided in Appendix J of Part 9. (See instructions.)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
State of Financial Emergency Is the local government currently identified as being in a State of Financial Emergency pursuant to Section 218.50 – 218.504, Florida Statutes? Check at http://www.leg.state.fl.us/cgi-bin/View_Page.pl?File=financial-emergencies.cfm&Directory=committees/joint/Jcla/&Tab=committees	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Grant Preparation Costs The applicant may request subgrant funds for the cost of application preparation. See instructions if funds are requested. Does the applicant wish to request subgrant funds for the cost of application preparation? If yes, documentation must be included in Appendix F of Part 9. Amount: \$ _____	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
National Flood Insurance Program Is the applicant currently participating in the National Flood Insurance Program?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Project Narrative — G-2

Describe the proposed project using the guidelines in the instructions. Specific directions for Commercial Revitalization and Economic Development application narratives can be found in the instructions. Use additional pages as needed.

Service Area #1 Sanitary Sewer Collection Upgrades – Lift Station Number 4 Rehabilitation Service Area:

03J – Sewer Line Replacement – The City of Williston’s Sanitary Sewer Lift Station Number 4 has aging components and is in need of rehabilitation. The project proposed in this application is the demolition and replacement of the City’s sanitary sewer Lift Station Number 4. The improvements will include demolition, site work, installation of new lift station, installation of new manhole, restoration of driveways and street pavement disturbed by the work. The proposed work will take place at the City’s Sanitary Sewer Lift Station Number 4 located at 218 NE 9th Street in the City of Williston.

Work to be included:

- Demolish Existing Lift Station Components
- New Sanitary Sewer Manhole and Piping
- Install New Complete Lift Station with all appurtenances
- Connect to Existing Force main
- Complete Site Work and Install New Fencing
- Repair Roadway Disturbed and Provide Access Drive

Service Area 1 includes all of the residential housing units whose residents in the service area served by Lift Station number 4 in the City of Williston’s Sanitary Sewer Collection System. The Boundaries for Service Area 1 are:

- North Boundary - bound on the north by the homes on the north side of Northeast 3rd Avenue;
- South Boundary – bound on the western portion of the south boundary by the homes on the north side of Northeast 1st Avenue, bound on the central portion of the south boundary by the homes on the south side of Northeast 1st Avenue, bound on the eastern portion of the south boundary by the homes on the north side of Northeast 1st Avenue;
- East Boundary bound on the northern portion of the east boundary by the homes on the west side of Northeast 10th Street, bound on the central portion of the east boundary by the homes on the east side of Northeast 9th Street, bound on the southern portion of the east boundary by the homes on the west side of Northeast 10th Street; and
- West Boundary - bound on the west by the homes on the east side of Northeast 8th Street.

The beneficiaries of Williston’s Lift Station Number 4 project, proposed in this service area, are all of the people living in the residential housing units in the service area whose effluent flows thru Lift Station #4. Currently 21 occupied households are located in the Primary Service Area for Williston’s Lift Station Number 4 project. These 21 households contain 41 people. 10 of the people living in the households in the service area, or 24.39% are VLI, 35 of the people living in the households in the service area, or 85.37% are LMI and 6 of the people living in the households

Project Narrative (continued):

in the service area or 14.63% have household incomes which are above the LMI income limits. Thus, National Objective 1, Benefit to Low Moderate-Income Persons is realized by this activity.

The activity, dollar amounts and estimated percentage benefit to low- and moderate-income persons in Service Area #1 are as follows:

Activity Number and Name	Description	CDBG Budget	Local Match	LMI% Benefit
03J Sewer Line Replacement	Rehabilitate Lift Station Number 4	\$436,800.00	\$ 0.00	At least 51%

Service Area #2 – Street Repaving SE 10th Street, SE 9th Terrace, and SE 9th Street Service Area:

03K – Street Improvements - Repaving – The City of Williston’s SE 10th Street, SE 9th Terrace and SE 9th Street are cracked, patched and deteriorated. The project proposed in Service Area #2 of this application is the resurfacing of these three streets. The improvements will include repaving of these streets to ensure safe ongoing access for the residents living on these streets as well as for emergency personnell serving these residents. Repaving will include repaving on SE 10th Street southward from E. Noble Avenue for approximately 2,100 linear feet; repaving of SE 9th Terrace southward from E. Noble Avenue approximately 1,000 linear feet to SE 2nd Avenue; and repaving of SE 9th Street southward from E. Noble Avenue approximately 1,100 linear feet. The proposed work will take place in the City of Williston.

Service Area #2 includes all of the residential housing units whose residents live on:

- Southeast 9th Street beginning at East Noble Avenue on the north and ending where the street ends on the south,
- Southeast 9th Terrace beginning at East Noble Avenue on the north and ending at Southeast 2nd Avenue on the south, and
- Southeast 10th Street beginning at East Noble Avenue on the north and ending approximately 400 feet south of Southeast 4th Avenue.

The beneficiaries of Williston’s Street Addressed Need Paving project, proposed in this service area, are all of the people living in the residential housing units along the streets inluded in Service Area #2 whose occupants are primary users of Southeast 9th Street, Southeast 9th Terrace, and Southeast 10th Street. Currently 55 occupied households are located in the Primary Service Area for Williston’s Addressed Need Street Paving project. These 55 households contain 141 people. 70 of the people living in the households in the service area, or 49.65% are VLI, 126 of the people living in the households in the service area, or 89.36% are LMI and 15 of the people living in the households in the service area or 10.64% have household incomes which are above the LMI income limits. Thus, National Objective 1, Benefit to Low Moderate-Income Persons is realized by this activity.

Project Narrative (continued):

The activity, dollar amounts and estimated percentage benefit to low- and moderate-income persons in Service Area #2 are as follows:

Activity Number and Name	Description	CDBG Budget	Local Match For Points	LMI% Benefit
03K Street Improvements - Repaving of Streets	Repaving Approximately 4,200 LF of Streets	\$207,200.00	\$ 0.00	At least 51%

The sources and uses of funds for the project are as follows:

ACTIVITY	CDBG	CITY MATCH CLAIMED FOR POINTS	CITY MATCH	TOTAL
03J – Sewer Line Replacement	\$436,800.00	\$ 0.00	\$ 0.00	\$436,800.00
03K – Street Improvements - Paving	\$207,200.00	\$ 0.00	\$ 0.00	\$207,200.00
016 – Engineering	\$0.00	\$50,000.00	\$12,075.00	\$ 62,075.00
013 – Administration	\$ 56,000.00	\$ 0.00	\$ 0.00	\$ 56,000.00
Total:	\$700,000.00	\$50,000.00	\$12,075.00	\$762,075.00

The City of Williston is committing sixty-two thousand and seventy-five dollars (\$62,075.00) as leverage for the project . All of the \$62,075.00 in leverage will be used towards Engineering as local match in this application. Of the \$62,075.00, \$50,000.00 will be counted as leverage for the maximum points in the application.

The City of Williston anticipates none of the work included in this application will be carried out in a floodplain or wetlands.

The City of Williston anticipates it will take approximately thirty (30) months for the Project to be complete including the environmental review, bidding, construction, and grant closeout.

Without the assistance of CDBG funding requested in this application, the City of Williston would not be able complete the work on the Project proposed in this application.

Project Narrative (continued):

UNMET NEEDS

If sufficient CDBG funds remain after addressing the above work, the City would utilize these funds to address the following Unmet Needs:

Unmet Need # 1 - Service Area #3 – Street Resurfacing of SE 1st Avenue Service Area:

03K – Street Improvements - Repaving – The City of Williston’s SE 1st Avenue is cracked, patched and deteriorated. The project proposed in Service Area 3 of this application is the repaving of SE 1st Avenue to ensure safe ongoing access for the residents living on this street as well as for emergency personnell serving these residents. The work will include repaving approximately 420 linear feet of SE 1st Avenue between SE 9th Street and SE 10th Street. The proposed work will take place in the City of Williston.

Service Area #3 includes all of the residential housing units whose residents live on SE 1st Avenue between SE 9th Street and SE 10th Street.

The beneficiaries of Williston’s Street Unmet Need One Paving project, proposed in this service area, are all of the people living in the residential housing units in the service area whose occupants are primary users of Southeast 1st Avenue. Currently 1 occupied household is located in the Primary Service Area for Williston’s Unmet Need One Street Paving project. This 1 household contain 3 people. 0 of the people living in the households in the service area, or 0.00% are VLI, 3 of the people living in the households in the service area, or 100.00% are LMI and 0 of the people living in the households in the service area or 0.00% have household incomes which are above the LMI income limits. Thus, National Objective 1, Benefit to Low Moderate-Income Persons is realized by this activity.

The activity, dollar amounts and estimated percentage benefit to low- and moderate-income persons in Service Area #3 are as follows:

Activity Number and Name	Description	CDBG Budget	Local Match	LMI% Benefit
03K – Street Improvements - Repaving	Repave Approximately 420 Linear Feet of Street	\$ 21,062.00	\$ 0.00	At least 51%

General Scoring Criteria — Table G-3

1. Community-Wide Needs Score (CWNS) The CWNS for each non-entitlement local government is posted on the Department's website at: http://www.floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/florida-small-cities-community-development-block-grant-program/downloads-and-information-for-applicants (Transfer this score to line 1. of the Application Scoring Summary page – Part 8, page 4.)		Score: <u>65.44</u>
2. Special Designation Score Check all applicable designations below and enter a score of 20 points if all CDBG activities will be conducted within any of the boundaries of the special designation areas checked. Documentation must be included in Appendix M of Part 9. (See instructions.) (Transfer this score to line 3a. of the Application Scoring Summary page.)		Score: <u>20.00</u>
<input checked="" type="checkbox"/> Rural Area of Opportunity (RAO)	<input type="checkbox"/> Rural Community as defined by §288.0656, F.S.	
<input type="checkbox"/> Area of Critical State Concern pursuant to §380.05, F.S.	<input type="checkbox"/> Florida Enterprise Zone pursuant to §290.0065, F.S.	
3. Grant History Score: If the applicant has not had an open CDBG contract in the NR, CR, or HR categories within five years of application deadline, claim 100 points. (Transfer this score to line 3b. of the Application Scoring Summary page.)		Score: <u>0.00</u>
4. CATF Score: The applicant can score a maximum of 10 points if it has appointed a Citizen Advisory Task Force (CATF) to provide input on all phases of the Small Cities CDBG Program process and the CATF met to discuss community needs and make recommendations to the local governing body before the application was drafted. The task force must be comprised of residents of the applying jurisdiction, and at least 51% of the members must be from LMI households. None of the members can be an elected official of the jurisdiction, and only one member can be an employee of the applicant. The CATF shall have at least five members, and at least 51% members must participate in the meeting to claim CATF points. Documentation must be included in Appendix D of Part 9. (See instructions.)		
4a. If the CATF met before the first public hearing was conducted and before a draft application was developed to discuss community needs and make recommendations to the local governing body as to the program area and activities that should be considered when drafting a Small Cities CDBG application, score 10 points, or 4b. If the CATF met before the notice for the second public hearing was published and before a draft application was finalized to make recommendations to the local governing body as to the program area and activities that should be included in its Small Cities CDBG application, score 5 points. (Transfer this score to line 3c. of the Application Scoring Summary page.)		Score: <u>10.00</u>
If applicable, list the date that the public notice for the CATF meeting was published: 03/23/2023	If applicable, list the date when the CATF meeting was held: 04/04/2023	

General Scoring Criteria — Table G-3 (Continued)

5. Outstanding Performance in Equal Employment Opportunity (EEO)						
M/WBE Contracting: The applicant may claim up to 20 points for achievement in Minority-/Women-Owned Business Enterprises (M/WBE) contracting in the most recent Small Cities CDBG subgrant that was administratively closed not more than four years before application deadline date. Review the M/WBE reports submitted to DEO for that subgrant and enter a score based on the achievement reported.						
Most Recent Administratively Closed Small Cities CDBG Contract Number:				19DB-ON-05-48-02-N33		
\$0.00 Amount Awarded to M/WBE firms	÷	\$641,700.00 Total Prime Contracts Amount	X 100 =	0.00 M/WBE %		
M/WBE %		Points		5a. M/WBE Contracting Score: <div style="text-align: center;"> 0.00 (Maximum 20 points) </div>		
0.0 – 4.99%		0				
5.0 – 14.99%		5				
15.0 – 19.99%		10				
20.0 – 24.99%		15				
25.00%+		20				
If the applicant has not administratively closed a Small Cities CDBG subgrant within four years of the application deadline date, score 5 points.						
Local Government Minority Employment: The applicant may claim up to 60 points for meeting minority employment goals. Complete the table below to calculate the applicant's percentage of minority employees. See instructions for calculations.						
Number of Permanent Full-time Equivalent Minority Applicant Employees		÷	Number of Permanent Full-time Equivalent Applicant Employees		=	Applicant's Percentage of Minority Employees %
_____			_____			_____
Enter percentage of minorities in the applicant's county: 12.70%						
If the "Prorated 60 Points Score" is claimed, complete the following equation:						
Applicant's Percentage of Minority Employees	÷	Percentage of Minorities in Applicant's County	=	Applicant's Percentage of Minority Employees	X 60 =	Points Claimed
_____		12.70%		_____		_____

If the applicant has three or less employees, 40 points may be claimed.		
5b. Local Government Minority Employment Score (60 Points Maximum):		_____
6. Outstanding Performance in Fair Housing		
The applicant may claim five points for adopting a Fair Housing Ordinance prior to the application deadline and five points for conducting a Fair Housing workshop in the 12 months prior to the application deadline. See instructions for guidelines and documentation requirements.		
	Date	Score
6a. Date Fair Housing Ordinance Adopted:	<u>08/21/1990</u>	<u>5.00</u>
6b. Date of Fair Housing Workshop:	<u>04/04/2023</u>	<u>5.00</u>
6c. Total Fair Housing (6a+6b) Score (10 Points Maximum):		<u>10.00</u>

Outstanding Performance in EEO and Fair Housing (5a+5b+6c) Score: _____
 (Transfer this score to line 2. on the Application Scoring Summary page – Part 8, page 4.)
 (90 points maximum)

Part 3 – Sources and Uses of Non-CDBG Funds

Sources and Uses of Non-CDBG Funds
Private, Participating Party, Public Leverage from Non-Local and Local Funding Sources
Table L-1

Activity #	Source	Amount Claimed for Scoring	Amount Not Claimed for Scoring	Type (Participating Party, Loan, Grant, Local Government Funds, Donated Land, or Other Leverage)
03J - Eng	City of Williston	\$50,000.00	\$12,750.00	Local Government Funds
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
Totals		\$50,000.00	\$12,750.00	
Total Funds Claimed for Leverage Scoring		\$50,000.00		

Use the preceding totals to compute the number of points you are claiming for leverage scoring on the next page.

Leverage Score Summary

Leverage Points Calculation for NR, CR, and HR

Communities with a LMI Population of 1,249 or Less

$$\underline{\$} \div \$1,000 = \underline{\hspace{2cm}} \text{ Points}$$

(25 Points Maximum)

Leverage Points Calculation for NR, CR, and HR

Communities with a LMI Population of 1,250 or More

$$\underline{\$50,000.00} \div \$2,000 = \underline{25.00} \text{ Points}$$

(25 Points Maximum)

Leverage Points Calculation for ED

$$\underline{\$} \div \$10,000 = \underline{\hspace{2cm}} \text{ Points}$$

(125 Points Maximum)

Leverage Score: 25.00

(Transfer this score to line 3d. on the Application Scoring Summary page in Part 8.
25 Points Maximum for NR, HR, and CR. 125 Points Maximum for ED.)

Part 7 – Neighborhood Revitalization

CDBG Funds and Activity Goals – Table N-1

A		B	C	D	E	F
1. Activity Number and Name (*Same points in the activity supported.)		Appropriate RUS Engineering Table	Enter CDBG Activity Funds	% Of CDBG Project Cost (Col. C ÷ Total of Col. C)	Goal Points	Activity Goal Score (D x E)
01	Acquisition (in support of)*	NA	\$		*	
03J	Fire Hydrants ^{16**}	Table II	\$		75	
03J	Fire Protection ¹	Table II	\$		75	
03I	Flood and Drainage ²	Table II	\$		90	
03I	Hazard Mitigation Activities ³	Table II	\$		50	
14A	Housing Rehabilitation – Plumbing ⁴	NA	\$		60	
03F	Parks, Playgrounds ⁵	Table II	\$		65	
03L	Pedestrian Malls/Sidewalks ⁶	Table II	\$		80	
03E	Recreation/Neighborhood Center	Table II	\$		70	
08	Relocation	NA	\$		35	
10	Removal of Architectural Barriers ⁷	Table II	\$		50	
03A	Senior Center	Table II	\$		70	
03C	Temporary Shelters ¹¹	Table II	\$		70	
03J	New Sewage Treatment Plant	Table I	\$		110	
03J	Sewage Treatment Plant Upgrades	Table I	\$		85	
03J	New Sewer Lines & Components ⁸	Table I	\$		110	
03J	Sewer Line Replacement ⁹	Table I	\$436,800.00	67.83%	85	57.65
03J	Sewer Hookups ¹⁰	Table I	\$		110	
03J	Solid Waste Disposal	Table II	\$		25	
03K	Street Improvements – New Paving ¹²	Table II	\$		85	
03K	Street Improvements – Repaving ¹³	Table II	\$207,200.00	32.17%	70	22.52

*Same points as the activity it supports.

**The numbered activity footnotes are located on page 22 of the Neighborhood Revitalization Instructions.

CDBG Funds and Activity Goals – Table N-1 (Continued)

A		B	C	D	E	F
1. Activity Number and Name (*Same points in the activity supported.)		Appropriate RUS Engineering Table	Enter CDBG Activity Funds	% of CDBG Project Cost (Col. C ÷ Total CDBG Project Cost)	Goal Points	Activity Goal Score (D x E)
03J	Water Hookups ¹⁴	Table II	\$		110	
03J	Water Lines, New – Potable ¹⁵	Table II	\$		110	
03J	Water Line Replacement ⁹	Table II	\$		85	
03J	New Water Tank/Well/Treatment Plant ⁶	Table I	\$		110	
03J	Water Tank/Well/Treatment Plant Improvements ⁶	Table I	\$		85	
03M	Child Care Center	Table II	\$		70	
03P	Health Facility	Table II	\$		70	
			\$		25	
			\$		25	
2. Add Column C (from both pages) to get the Total CDBG Project Cost:			\$644,000.00			
3. Add the Activity Goal Scores in Column F (from both pages) to get the Total Activity Goal Score: <u>80.17</u> (110 Point Maximum)						
4. Indicate the Appropriate RUS Used and Enter Engineering Funds:			RUS Table Used: <input type="checkbox"/> I <input type="checkbox"/> II <input checked="" type="checkbox"/> Both Prorated			
4a. Basic Fee		\$0.00				
4b. Resident Inspection Fee		\$0.00				
4c. Preliminary Engineering Fee		\$0.00				
4d. Additional Engineering Services:		\$0.00				
5. Total the CDBG Engineering Fees (4a+4b+4c+4d):			\$ 0.00			
6. Enter CDBG Administrative Cost:			\$ 56,000.00			
7. Total the CDBG Funds Requested (2+5+6):			\$700,000.00			

Addressed Needs – CDBG Activities and Beneficiaries

Table N-2a

Census or survey data must be compiled to complete this and the remainder of the application forms.

A		B	C	D	E	F
Activity Number and Name		Enter # of Addressed CDBG Units	Enter # of VLI Beneficiaries ≤ 30% AMI	Enter # of LI Beneficiaries 30.01-50% AMI	Enter # of MI Beneficiaries 50.01-80% AMI	Enter # of Total CDBG Beneficiaries
01	Acquisition (in support of)					
03J	Fire Hydrants					
03J	Fire Protection					
03I	Flood and Drainage					
03I	Hazard Mitigation Activities					
14A	Housing Rehabilitation – Plumbing					
03F	Parks, Playgrounds					
03L	Pedestrian Malls/Sidewalks					
03E	Recreation/Neighborhood Center					
08	Relocation					
14E	Removal of Architectural Barriers					
03A	Senior Center					
03C	Temporary Shelters ¹¹					
03J	Sewage Treatment Plant					
03J	New Sewer Lines & Components					

(Use the following units of measure in Column B: Barriers, Buildings, Homes, Hydrants, Lift Stations (LS), Linear Feet (LF), Plants, Sites, Tanks, Wells, and Units.)

Addressed Needs – Activities and Beneficiaries
Table N-2a (Continued)

A		B	C	D	E	F
Activity Number and Name		Enter # of Addressed CDBG Units	Enter # of VLI Beneficiaries ≤ 30% AMI	Enter # of LI Beneficiaries 30.01-50% AMI	Enter # of MI Beneficiaries 50.01-80% AMI	Enter # of Total CDBG Beneficiaries
03J	Sewer Line Replacement	1 Lift Station	7	4	7	21
03J	Sewer Hookups ¹⁰ (Beneficiaries calculated by Households)					
03J	Solid Waste Disposal					
03K	Street Improvements – New Paving ¹²					
03K	Street Improvements – Repaving ¹³	4,200 LF Repaving	70	22	34	141
03	Utility Hookups – Other (Beneficiaries calculated by Households)					
03J	Water Hookups ¹⁴ (Beneficiaries calculated by Households)					
03J	Water Lines, New – Potable ¹⁵					
03J	Water Line Replacement ⁹					
03J	New Water Tank/Well/Treatment Plant ⁶					
03J	Water Tank/Well/Treatment Plant Improvements ⁶					
03M	Child Care Center					
03P	Health Facility					

Unaddressed Needs – Activities and Beneficiaries

Table N-2b

Census or survey data must be compiled to complete this and the remainder of the application forms.

A		B	C	D	E	F
Activity Number and Name		Enter # of Unaddressed CDBG Units	Enter # of VLI Beneficiaries ≤ 30% AMI	Enter # of LI Beneficiaries 30.01-50% AMI	Enter # of MI Beneficiaries 50.01-80% AMI	Enter # of Total CDBG Beneficiaries
01	Acquisition (in support of)					
03J	Fire Hydrants					
03J	Fire Protection					
03I	Flood and Drainage					
03I	Hazard Mitigation Activities					
14A	Housing Rehabilitation – Plumbing					
03F	Parks, Playgrounds					
03L	Pedestrian Malls/Sidewalks					
03E	Recreation/Neighborhood Center					
08	Relocation					
14E	Removal of Architectural Barriers					
03A	Senior Center					
03C	Temporary Shelters ¹¹					
03J	Sewage Treatment Plant					
03J	Sewer Lines & Components					

(Use the following units of measure in Column B: Barriers, Buildings, Homes, Hydrants, Lift Stations (LS), Linear Feet (LF), Plants, Sites, Tanks, Wells, and Units.)

Table N-2b (Continued)

A		B	C	D	E	F
Activity Number and Name		Enter # of Unaddressed CDBG Units	Enter # of VLI Beneficiaries ≤ 30% AMI	Enter # of LI Beneficiaries 30.01-50% AMI	Enter # of MI Beneficiaries 50.01-80% AMI	Enter # of Total CDBG Beneficiaries
03J	Sewer Line Replacement					
03J	Sewer Hookups ¹⁰ (Beneficiaries calculated by Households)					
03J	Solid Waste Disposal					
03K	Street Improvements ¹²					
03K	Street Improvements – Repaving ¹³	420 LF Repaving	0	0	3	3
03	Utility Hookups – Other (Beneficiaries calculated by Households)					
03J	Water Hookups ¹⁴ (Beneficiaries calculated by Households)					
03J	Water Lines, New – Potable ¹⁵					
03J	Water Line Replacement ⁹					
03J	New Water Tank/Well Treatment Plant ⁶					
03J	Water Tank/Well/Treatment Plant Improvements ⁶					
03M	Child Care Center					
03P	Health Facility					

Beneficiary Verification Summary by Service Area**Table N-3**

A	B	C	D	E	F	G	H	I	J
Enter Service Area # / Benefit Survey Method*	Enter Activities to be Completed in Each Service Area (Use More than One Line for Multiple Activities)	Enter Total # of Households (HH in the Service Area (Universe-Col. H)	Enter Total # of Responses Required	Enter Total # of Households Responding to the Survey	Enter Total # of VLI Beneficiaries	Enter Total # of LMI Beneficiaries	Enter Total # of All Beneficiaries	Calculate Percent of VLI Benefit ($F \div H$)	Calculate Percent of LMI Benefit ($G \div H$)
1-B	03J - Sewer Line Rep	21	21	21	10	35	41	24.39%	85.37%
2-A	03K - Street Improvements	55	31	34	70	126	141	49.65%	89.36%
								%	%
								%	%
								%	%
	UNMET NEED:							%	%
3-B	03K - Street Improvements	1	1	1	0	3	3	0.00%	100.00%
								%	%
								%	%
								%	%
								%	%
								%	%
								%	%
								%	%
								%	%
								%	%

* A= Random Sample, B=Small Service Area, C=Census, D= Survey from previous application, not more than five years old, where the service area is identical to the one in the previously submitted application. If a random survey was conducted, include as an appendix a description of the methodology which describes the basis of the universe, the confidence interval selected, and the procedures used to contact the initial sample before surveying an alternate. The sample and alternates must be selected from a random number generator website (such as random.org) and a print out of those numbers included in the appendix.

Beneficiaries Scores — Table N-4

For scoring purposes, the beneficiaries of a jurisdiction-wide activity, including a water or sewage treatment plant, on which less than 10% of total CDBG funds are budgeted shall not be used when calculating the unduplicated beneficiary scores in this table.		1.(a) Enter the total funds requested (total CDBG request)	\$700,000.00
1.(b) Enter the total number of grant unduplicated VLI beneficiaries:	80	1.(c) Enter the total number of grant unduplicated LMI beneficiaries:	161
1.(d) Enter the total number of grant unduplicated beneficiaries:	182	1.(e) Enter the total number of unduplicated LMI households:	65

<p>a. VLI Beneficiary Impact Score: Calculate the Unduplicated VLI Beneficiary Percentage:</p> <p>1.(b) divided by 1. (d) = <u>43.96%</u></p> <p>Based on the result, designate with an X the score that is appropriate.</p>	<p>Unduplicated VLI Beneficiary Percentage</p> <p>30.00% or More</p> <p>20.00% to 29.99%</p> <p>10.00% to 19.99%</p> <p>Less than 10.00%</p>	<p>Score</p> <p><input checked="" type="checkbox"/> 30</p> <p><input type="checkbox"/> 20</p> <p><input type="checkbox"/> 10</p> <p><input type="checkbox"/> 0</p>
<p>b. LMI Beneficiary Impact Score: Calculate the Unduplicated LMI Beneficiary Percentage:</p> <p>1.(c) divided by 1. (d) = <u>88.46%</u></p> <p>Based on the result, designate with an X the score that is appropriate.</p>	<p>Unduplicated LMI Beneficiary Percentage</p> <p>70.00% and above</p> <p>66.00% to 69.99%</p> <p>61.00% to 65.99%</p> <p>56.00% to 60.99%</p> <p>51.01% to 55.99%</p>	<p>Score</p> <p><input checked="" type="checkbox"/> 125</p> <p><input type="checkbox"/> 110</p> <p><input type="checkbox"/> 90</p> <p><input type="checkbox"/> 70</p> <p><input type="checkbox"/> 50</p>
<p>c. Average Cost per Unduplicated LMI Beneficiary Score: Calculate the Average Cost per Unduplicated LMI Beneficiary:</p> <p>1.(a) divided by 1. (c) = <u>\$4,347.83</u></p> <p>Based on the result, designate with an X the score that is appropriate.</p>	<p>Cost per Unduplicated LMI Beneficiary</p> <p>\$11,000 or More</p> <p>\$10,000 to \$10,999</p> <p>\$9,000 to \$9,999</p> <p>Less than \$9,000</p>	<p>Score</p> <p><input type="checkbox"/> 0</p> <p><input type="checkbox"/> 10</p> <p><input type="checkbox"/> 20</p> <p><input checked="" type="checkbox"/> 30</p>
<p>d. Average Cost per Unduplicated LMI Household Score: Calculate the Average Cost per Unduplicated LMI Household:</p> <p>1.(a) divided by 1. (e) = <u>\$10,769.23</u></p> <p>Based on the result, designate with an X the score that is appropriate.</p>	<p>Cost per Unduplicated LMI Household</p> <p>\$20,000 or More</p> <p>\$16,000 to \$19,999</p> <p>\$13,000 to \$15,999</p> <p>\$11,000 to \$12,999</p> <p>\$9,000 to \$10,999</p> <p>Less than \$9,000</p>	<p>Score</p> <p><input type="checkbox"/> -100</p> <p><input type="checkbox"/> -50</p> <p><input type="checkbox"/> 20</p> <p><input type="checkbox"/> 40</p> <p><input checked="" type="checkbox"/> 60</p> <p><input type="checkbox"/> 85</p>

Readiness to Proceed Score

If biddable construction plans and specifications for all “addressed need” activities have been completed, and permit applications for all infrastructure activities have been submitted to the applicable permitting agencies no later than application deadline, the applicant can claim 50 points. Otherwise, score zero points.

The following documentation must be included in Appendix G of the application when it is submitted to the Department:

- 1) A letter from the engineer or architect who prepared the construction plans and specifications, addressed to the chief elected officer of the applicant, certifying the following:
 - that the signed, sealed and dated plans and specifications are complete,
 - that the bid documentation, including the plans and specifications, provided with the application contains all of the information that a contractor would need to bid on the project, except for the Davis-Bacon wage decision(s) and the CDGB Supplemental Conditions, and
 - that applications have been submitted for all permits that are required to begin construction on the infrastructure activities included in the application. (If the only permitting agency is the applicant local government, the engineer shall certify that the applicant is the only agency from which a permit is required. If no permits are required for the project, the engineer shall certify to that effect.)
- 2) A signed and sealed copy of the plans and specifications, plus all necessary bid documents, except for the Davis-Bacon wage decision(s); the local government’s list of minority/women business enterprises, and the CDBG Supplemental Conditions;
- 3) Documentation that all required infrastructure permit applications were submitted to the appropriate agency(ies). (Receipts from UPS or the U.S. Postal Service, email or letter from permitting agency(ies) saying that the permit applications had been received.)
- 4) Deficiencies in these submissions identified during DEO’s review of the application can be cured. However, the local government must provide curing documentation no later than the end of the “completeness period” that verifies that the plans and specifications were completed prior to the application deadline and that all required applications for permitting were submitted to the appropriate permitting agencies prior to the application deadline or the points claimed here will be reduced to zero.

Readiness to Proceed Score: 50.00 (50 Points Maximum)

Health and Safety Score — Table N-5

Enter the appropriate Health and Safety Impact score. Documentation for points claimed must be included in Part 9, Appendix I. Scoring options are as follows:

Option A: A total of 75 points can be claimed if the local government can document all of the following:

- The proposed activity will be in one or more of the service areas. Activities outside a service area may only count for scoring pursuant to Chapter 73C-23, F.A.C., and
- The activity to be paid for with CDBG funds will correct the deficiencies specified in an existing enforcement action (administrative order, consent order, judicial proceeding or order by a state or federal agency). Activities conducted in lieu of fines do not qualify.

All CDBG-funded construction activities must meet the requirements of this option to claim the full 75 points.

Option B: A total of 65 points can be claimed if the activity will provide first-time sewer or drinking water service to a service area, that a state or local agency says could have health and safety issues associated with septic tanks or other contamination sources. All CDBG-funded construction activities must meet the requirements of this option to claim the full 65 points.

Option C: A total of 35 points can be claimed if the local government can document all of the following:

- An activity proposed to be addressed with CDBG funds has been the subject of a Federal Emergency Management Agency (FEMA) Damage Survey Report (DSR) or Project Worksheet prepared for and submitted to FEMA for review and approval and was prepared at least 30 days but no more than 30 months before the application deadline, and
- The FEMA Damage Survey Report, Data Sheet or Project Worksheet was prepared in response to a federally declared natural disaster, declared before the application deadline. An engineer's written statement that the proposed CDBG activity will prevent the recurrence of the damage specified in the FEMA Damage Survey Report, Data Sheet or Project Worksheet must be provided.

All CDBG-funded construction activities must meet the requirements of this option to claim the full 35 points

Option D: A total of 45 points can be claimed if the local government can document all of the following:

1. An activity to be addressed with CDBG funds was cited, in writing, by a State or Federal Regulatory Agency, before the application deadline;
2. The citation states a violation of state or federal statutes, rules, or regulations that affect the health and/or safety of the local government's citizenry; and
3. The citation was issued to the local government and includes the following:
 - the statutory or regulatory basis for the citation,
 - a description or reference to the corrective action that the regulatory agency requires, and
 - if a specific citation form, document, or process exists by State Rule or Federal Regulation, that form, document or process must be used.

All CDBG-funded construction activities must meet the requirements of this option to claim the full 45 points.

This option shall be used for work required by a regulatory agency's inspection report that meets 1-3 above, but has not risen to the level of enforcement action described in Option A.

Health and Safety Score — Table N-5 (Continued)

Option E: A portion of the 75, 65, 35 or 45 points can be claimed if the local government documents that some activities meet the above criteria. If this option is selected, use the formula to calculate proportional points.

- e. If CDBG funds will be expended for activities that meet the criteria for more than one option, points shall be prorated for each option and then totaled together, but the total score claimed shall not exceed 50 points.

Please note that CDBG funds cannot be used to pay fines or civil penalties related to enforcement actions. Also, Health and Safety points cannot be claimed for a project that is being undertaken in lieu of fines and penalties related to enforcement actions. Health and Safety Points cannot be claimed to address the same deficiency/citation that was used to obtain funding in a previous CDBG subgrant.

If Option E was selected, complete the following equation:

Enter the cost of activities subject to A, B, C, or D		Enter the CDBG Project Cost (not including Engineering or Admin. Costs)		Enter the result (%) as a four-digit decimal		Enter the Appropriate Multiplier (75, 65, 35 or 45)		Option E Score
\$	÷	\$	=		x		=	
Check the Health and Safety Score being claimed.		<input type="checkbox"/> Option A. (75 Points)	<input type="checkbox"/> Option B. (65 Points)	<input type="checkbox"/> Option C. (35 Points)	<input type="checkbox"/> Option D. (45 Points)	<input type="checkbox"/> Option E. (Prorated)	<input type="checkbox"/> N/A	

Enter the Health and Safety Score: 0.00
(75 Points Maximum)

Calculating the Category Summary Score	
Scores	Type of Score
80.17	Total Activity Goal Score (from page 3)
30.00	+ Unduplicated VLI Beneficiary Percentage Score (from page 9)
125.00	+ Unduplicated LMI Beneficiary Percentage Score (from page 9)
30.00	+ Cost per Unduplicated LMI Beneficiary Score (from page 9)
60.00	+ Cost per Unduplicated LMI Household Score (from page 9)
50.00	+ Readiness to Proceed Score (from page 10)
0.00	+ Health and Safety Score (from page 12)
375.17	= Category Summary Score (505 Points Maximum)

Category Summary Score: 375.17
(505 Points Maximum)

(Transfer this score to line 3e. in the NR column on the Application Scoring Summary page – Part 8, page 4.)

Part 8 – Certification and Score Summary

I, the undersigned chief elected official or authorized representative of the Applicant, certify that, to the best of my knowledge, this Florida Small Cities Community Development Block Grant Application for Funding was prepared in accordance with state and federal rules and regulations, contains information that is true and correct, and has been approved by the local governing body.

I also certify that the Applicant:

Has met all citizen participation requirements contained in Chapter 73C-23, Florida Administrative Code:

Following public notice, hearings were conducted by a member of the local governing body or a duly authorized employee;

- The first public hearing was conducted to obtain citizen views about community development needs and potential uses of CDBG funding;
 - The notice for the second public hearing was published following the first public hearing. The notice included a summary of the activities that would be conducted with CDBG funds, the specific locations where those activities would take place, a line item budget, and the time and place where a copy of the draft application would be available for review; and
 - A second public hearing was conducted to obtain citizen comments on the CDBG application prior to submission.
2. Has properly conducted surveys of service areas to document LMI benefit, if applicable.
 3. Will not attempt to recover, through special assessments, capital costs of public improvements funded in whole or in part with CDBG funds.
 4. Will ensure that upon completion of housing structures addressed with CDBG funds, each housing structure will meet the local housing code.
 5. Will administer the subgrant in conformity with the Civil Rights Act of 1964 and the Fair Housing Act.
 6. Will affirmatively further fair housing and undertake one fair housing activity each quarter.
 7. Has adopted or will adopt a Community Development Plan or has adopted the Local Comprehensive Plan as its Community Development Plan.
 8. Will adopt an Anti-Displacement and Relocation Policy and will minimize the displacement of persons.
 9. Has presented accurate information and has documentation on file and readily accessible to the Department of Economic Opportunity.
 10. Has authorized the submission of this application by vote of the local governing body.
 11. Will adopt a CDBG Procurement Policy that conforms to 2 CFR 200.317 – 200.326, Sections 255.0525 and 287.055, Florida Statutes, and Rule 73C-23.0051(4), Florida Administrative Code.
 12. Has implemented a financial management system that complies with Section 218.33, Florida Statutes, and 2 CFR 200.302.

13. Will complete a self-evaluation of its facilities related to the Americans with Disabilities Act and adopt a Transition Plan, if applicable.
14. Will meet a National Objective for each funded activity other than administration and engineering prior to the administrative closeout of the subgrant.

Signature of Chief Elected Official or Designee
Signature: _____
Typed Name and Title: Debra Jones, Council President
Date: _____
If signed by a person other than the chief elected official, a copy of the resolution authorizing the person to sign the application must be included in Appendix B.

Signature of Application Preparer if not an employee of the Local Government
Signature: _____
Typed Name and Title: Fred D. Fox, President
Name of Firm or Agency: Fred Fox Enterprises, Inc.

Application Scoring Summary

This form is the Applicant's evaluation of the application score. Use the "scores" identified in the application to complete this form when you have finished filling out the application. Enter the scores or other information in the appropriate columns. When all of the scores have been transferred to this form, add the scores and enter the total.

Applicant Name: City of Williston			(For DEO Use Only) Application Number: _____			
Enter Type of Application: <input type="checkbox"/> Commercial Revitalization <input type="checkbox"/> Economic Development <input type="checkbox"/> Housing Rehabilitation <input checked="" type="checkbox"/> Neighborhood Revitalization						
Title/Score	Part	Page	CR	ED	HR	NR
1. Community-Wide Needs Score (250 Points Maximum)	2	16				65.44
2. Outstanding Performance in Equal Employment Opportunity and Fair Housing (90 points maximum)	2	18				70.00
3. Program Impact:						
3a. Special Designation Score (20 Points Maximum)	2	16				20.00
3b. Grant History Score (100 Points Maximum)	2	16				0.00
3c. CATF Score (10 Points Maximum)	2	16				10.00
3d. Leverage (25 Points Maximum for CR, NR and HR) (125 Points Maximum for ED)	3	20				25.00
3e. Category Summary Score	7	33				375.17
3f. Total Program Impact Score (3a+3b+3c+3d+3e) (660 Points Maximum)	8	37				430.17
4. Total Application Score (1+2+3f) (1000 Points Maximum)	8	37				565.61
Less Penalties Assessed (For DEO Use Only)						
Final Score (For DEO Use Only)						

Part 9 –Supporting Documentation

Place all supporting documentation in this section. Separate the documents with a titled tab or titled colored paper. Include only those appendices that are required for the application.

Appendix	Title
A	Maps (Required)
B	Local Governing Body's Resolutions for Signature Delegation and Application Submission (Required)
C	Comprehensive Plan Documents (Required)
D	Public Hearing/CATF Documentation (Required)
E	Leverage Documentation
F	Grant Application Preparation Cost Documentation
G	Readiness to Proceed Documentation
H	VLI/LMI Worksheets and Survey Documentation or Census Data and Maps
I	Documentation Related to Health and Safety Impact Score
J	Joint Agreements, Contingency Funding Documentation and/or Interlocal Agreements
K	Housing Assistance Plan (Required for all Housing Rehabilitation Applications)
L	Historic Preservation Documents
M	Special Designation Documentation
N	Documentation for Economic Development Applications
O	Documentation for Other Community Development Activities Score (Commercial Revitalization)
P	Documentation for Demolition of Vacant Dilapidated Structures (Commercial Revitalization)
Q	Local Government Minority Contracting and Fair Housing Score Documentation
R	Commercial Rehabilitation Policy (Required for all Commercial Revitalization Applications that will utilize CDBG funds to rehabilitate commercial buildings)
S	

Date: May 2, 2023

CITY COUNCIL AGENDA ITEM

TOPIC: Resolution 2023-27

A RESOLUTION OF THE CITY OF WILLISTON AUTHORIZING THE IMPLEMENTATION OF THE LONG TERM AND SHORT TERM OBJECTIVES OF THE CITY OF WILLISTON COMMUNITY DEVELOPMENT PLAN.

BACKGROUND / DESCRIPTION:

Resolution to implement the following objectives:

LONG TERM OBJECTIVES:

1. To improve the physical environment of the community to make it more functional, safe, and efficient and to preserve the integrity of the neighborhood.
2. To promote the public interest.
3. To inject long range considerations into the determination of short range decisions.
4. To bring professional and technical knowledge to bear on issues concerning social, economical, or physical development.
5. To facilitate effective cooperation and coordination between all concerned with community development.
6. To identify all available resources for major opportunities and to improve the way of life for all in the community.

SHORT TERM OBJECTIVES:

1. To apply for FFY 2022 Community Development Block Grant funds in the Neighborhood Revitalization category to upgrade the City of Williston's sanitary sewer collection system (replace lift station) and repaving of streets.
2. To explore other possible resources for the purpose of improving the way of life for all citizen's, especially those who live in deteriorated housing and neighborhoods.

LEGAL REVIEW: NA

FISCAL IMPACTS: NA

Date: May 2, 2023

RECOMMENDED ACTION: Approve Resolution 2023-27

ATTACHMENTS: Resolution 2023-27

ACTION:

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

RESOLUTION NO. 2023-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON AUTHORIZING THE IMPLEMENTATION OF THE LONG TERM AND SHORT-TERM OBJECTIVES OF THE CITY OF WILLISTON COMMUNITY DEVELOPMENT PLAN

WHEREAS, the City of Williston is located in Levy County, Florida, based on the 2020 U.S. Census, the City's population is 2,976. Of the 2,976 residents, 586 or 19.7% are below the poverty level.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF WILLISTON, FLORIDA, THAT: the City shall implement the following objectives:

LONG TERM OBJECTIVES:

1. To improve the physical environment of the community to make it more functional, safe, and efficient and to preserve the integrity of the neighborhood.
2. To promote the public interest.
3. To inject long range considerations into the determination of short range decisions.
4. To bring professional and technical knowledge to bear on issues concerning social, economical, or physical development.
5. To facilitate effective cooperation and coordination between all concerned with community development.
6. To identify all available resources for major opportunities and to improve the way of life for all in the community.

SHORT TERM OBJECTIVES:

1. To apply for FFY 2022 Community Development Block Grant funds in the Neighborhood Revitalization category to upgrade the City of Williston's sanitary sewer collection system (replace lift station) and repaving of streets.
2. To explore other possible resources for the purpose of improving the way of life for all citizen's, especially those who live in deteriorated housing and neighborhoods.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DULY PASSED AND ADOPTED by the City Council of the City of Williston, Florida at a regular meeting on this 2nd day of May 2023.

Debra Jones, Council President

ATTESTED:

Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Kiersten Ballou, City Attorney

Date: May 2, 2023

CITY COUNCIL AGENDA ITEM

TOPIC: Resolution 2023-28

A RESOLUTION AUTHORIZING THE USE OF SIXTY-TWO THOUSAND SEVENTY-FIVE DOLLARS (\$62,075.00) OF CITY OF WILLISTON FUNDING AS LEVERAGE FOR THE SMALL CITIES NEIGHBORHOOD REVITALIZATION COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION THE CITY IS SUBMITTING TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR FEDERAL FISCAL YEAR 2022.

BACKGROUND / DESCRIPTION:

Resolution declaring that the City commits to providing a minimum of sixty-two thousand seventy-five dollars (\$62,075.00) as leverage for a Community Development Block Grant application in the Neighborhood Revitalization category being submitted for the FFY 2022 Application cycle from the general fund.

LEGAL REVIEW: NA

FISCAL IMPACTS: NA

RECOMMENDED ACTION: Approve Resolution 2023-28

ATTACHMENTS: Resolution 2023-28

ACTION:

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

RESOLUTION NO. 2023-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, AUTHORIZING THE USE OF SIXTY-TWO THOUSAND SEVENTY-FIVE DOLLARS (\$62,075.00) OF CITY OF WILLISTON FUNDING AS LEVERAGE FOR THE SMALL CITIES NEIGHBORHOOD REVITALIZATION COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION THE CITY IS SUBMITTING TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR FEDERAL FISCAL YEAR 2022.

WHEREAS, the City of Williston (the “City”) desires to show evidence of its commitment to provide a specific amount of leverage funding to be used in carrying out the Small Cities Neighborhood Revitalization Community Development Block Grant Application.

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

1. That the City hereby commits to providing a minimum of sixty-two thousand seventy-five dollars (\$62,075.00) as leverage for a Community Development Block Grant application in the Neighborhood Revitalization category being submitted for the FFY 2022 Application cycle; and
2. That \$62,075 of the leverage funding shall come from the City’s General Revenue Fund for the engineering line-item activity in the application.
3. That the City understands these funds will be expended, following approval of the Community Development Block Grant, after the Department of Economic Opportunity site visit for the project, but prior to the City submitting the administrative closeout for the project to the Florida Department of Economic Opportunity.
4. This Resolution shall take effect immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DULY PASSED AND ADOPTED by the City Council of the City of Williston, Florida at a regular meeting on this 2nd day of May 2023.

Debra Jones, Council President
City of Williston

ATTESTED:

Latricia Wright, City Clerk
City of Williston

APPROVED AS TO FORM AND LEGALITY:

Kiersten Ballou, City Attorney

COUNCIL AGENDA ITEM

TOPIC: RESOLUTION 2023-23: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE WILLISTON CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT FOR PROJECT-SPECIFIC PROFESSIONAL CONSULTING SERVICES FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR THE PUBLIC WORKS DEPARTMENT WITH WRIGHT-PIERCE, INC.; AND PROVIDING AN EFFECTIVE DATE.

PREPARED BY: Donald Barber, Public Works Supervisor / Walt Nickel, Wright-Pierce

1. **BACKGROUND / DESCRIPTION:** Wright-Pierce has been utilized effectively for emergency or miscellaneous services in the past and used the last \$25,000 over an extended period of many months to provide services for planning, zoning, and utility departments and economic development.
2. This will not affect any existing service contract that the City of Williston currently has with any vendor or service provider.

LEGAL REVIEW: NO

FISCAL IMPACTS: Finance Director Stephen Bloom consulted and advised funds will come from Utility CIP funds.

RECOMMENDED ACTION: To approve the agreement and provide an effective date.

ATTACHMENTS: Resolution and Proposal.

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION 2023- 23

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE WILLISTON CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT FOR PROJECT-SPECIFIC PROFESSIONAL CONSULTING SERVICES FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR THE PUBLIC WORKS DEPARTMENT WITH WRIGHT-PIERCE, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Williston entered into a general Professional Consulting Services agreement with Wright-Pierce, Inc. on July 7, 2017; and

WHEREAS, The City of Williston extended this general Professional Consulting Services agreement on July 19, 2022; and

WHEREAS, The City of Williston desires to enter into add additional fee to an agreement with Wright-Pierce, Inc. for a project-specific Professional Consulting Services for Miscellaneous Professional Services for the Public Works Department; and

WHEREAS, the City has determined that it will be mutually beneficial for City Public Works staff to consult with Wright-Pierce regarding technical matters affecting the City such as operations and maintenance projects, grant applications, and general professional consultation, and other matters as they arise; and

WHEREAS, Wright-Pierce has submitted a proposal to be authorized between the City of Williston and Wright-Pierce, Inc.; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Williston, Florida, as follows:

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

SECTION 2. The City Council hereby accepts the quote and contract from Wright-Pierce, Inc. hereby exhibited as Exhibit A.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED at a meeting of the City Council this 2nd day of May 2023.

CITY OF WILLISTON, FLORIDA

Debra Jones, Council President

ATTEST:

Latricia Wright, City Clerk, CMC

APPROVED AS TO FORM AND LEGALITY:

Kiersten Ballou, City Attorney

April 26, 2023

Donald Barber, Utilities Supervisor
City of Williston, FL
50 North West Main Street
Williston, FL. 32696

SUBJECT: Miscellaneous Professional Services, Contract Modification Proposal

Dear Donald,

Wright-Pierce would like to thank the City of Williston (City) for the opportunity to submit this contract modification proposal to continue to provide professional engineering services associated with supporting the City's staff on miscellaneous project needs.

Project Background and Understanding

The City does not have a City Engineer but has numerous projects and tasks associated with operating, maintaining, and improving its public infrastructure for which they need regular input from a Professional Engineer. The City has a miscellaneous services agreement with Wright-Pierce to provide professional services on an as needed basis to assist with various projects and tasks in support of its Public Works Department. This agreement was established on June 8, 2021, with a fee amount of \$25,000. The agreement was modified on February 22, 2022, and September 20, 2022, with \$25,000 added each time.

To date, Wright-Pierce has performed work on 21 tasks under this agreement, and the City has several more tasks pending that need our involvement. These pending tasks are associated with City operations and maintenance projects, grant applications, and general professional consultation. Therefore, an additional fee amount of \$25,000 is being requested.

Proposed Scope of Services

Wright-Pierce and its subconsultants will continue to provide professional engineering services on a task-by-task basis as requested by the City Manager, Public Works Director, or the Utilities Supervisor.

Deliverables

Wright—Pierce will provide deliverables as required for each task assigned under this contract.

4/26/2023

Donald Barber, Utilities Supervisor

Page 2 of 3

Fee Estimate

We propose to complete the services on a time and material basis for an additional amount not to exceed \$25,000 unless additional compensation is approved by the City. We will bill the City on an hourly basis based on our employees' hourly rate times a 3.15 multiplier. Expenses will be billed at cost and subconsultants costs will be billed at cost plus a 10% markup. Wright-Pierce will bill the City monthly and invoices will include summary comments regarding the services provided for the invoicing period.

Proposed Schedule

Wright-Pierce will continue to support the City as needed. For each assignment Wright-Pierce will provide the City a proposed schedule for that assignment.

We appreciate the opportunity to present this proposal and to serve the City of Williston. Should you have any questions or require additional information, please do not hesitate to contact me at (407) 785-5794 or at the e-mail address below.

Sincerely,

WRIGHT-PIERCE



Dennis Davis, PE

Senior Client Service Manager

Dennis.davis@wright-pierce.com

4/26/2023

Donald Barber, Utilities Supervisor

Page 3 of 3

Williston Miscellaneous Professional Services

Contract Acceptance Signatures

Engineer: Wright-Pierce, Inc.

Owner: City of Williston

By:


Signature

By:

Signature

Date: April 26, 2023

Ryan T. Wingard, PE
Vice President

Date:

Debra Jones
City Council President

Date: 05/02/2023

COUNCIL AGENDA ITEM

RESOLUTION 2023-25

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILLISTON, FLORIDA. TO APPROVE THE DISPOSAL AND SALE OF
CITY PARCEL 0581100400 LOCATED BEHIND 412 SE 4TH DRIVE.**

**REQUESTED BY: LAURA JONES, COMMUNITY DEVELOPMENT & GRANTS
MANGER**

PREPARED BY: DANNY WALLACE, LOGISTICS

FISCAL IMPACTS: Currently this parcel of land is owned by the City of Williston and is
landlock and is considered surplus. City staff has reviewed and indicated we have no use for the
above-described property.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2023-25	<input checked="" type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

COUNCIL ACTION:

☐ **APPROVED**

☐ **DENIED**

RESOLUTION NUMBER 2023-25

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILLISTON, FLORIDA, TO APPROVE THE DISPOSAL AND SALE
CITY PARCEL 0581100400 LOCATED BEHIND 412 SE 4TH DRIVE.**

WHEREAS: The City of Williston generally agreed to approve the disposal and sale of City Parcel 0581100400 located behind 412 SE 4th Drive.

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

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

Section 2. The City Council hereby approves the disposal and sale of City Parcel 0581100400 located behind 412 SE 4th Drive.

Section 3. This Resolution shall become effective immediately upon, adoption.

PASSED AND ADOPTED a meeting of the City Council this 2nd Day of May 2023

CITY OF WILLISTON, FLORIDA

BY: _____
Debra Jones, City Council President

ATTEST:

Latricia Wright, City Clerk

APPROVED AS TO LEGAL FORM AND CONTENT:

Kiersten Ballou, City Attorney



Levy County, FL

Summary

Parcel ID 0581100400
Location Address
Neighborhood Old Williston South Residential (101)
Legal Description* 06-13-19 OAKVILLA S/D BLK 7 WEST 20 FT OF LOT 2 OR BOOK 1499 PAGE 104
*The legal description shown here may be condensed, a full legal description should be obtained from a recorded deed for legal purposes.
Property Use Code MUNICIPAL (8900)
Subdivision OAK VILLA
Sec/Twp/Rng 06-13-19
Tax District WILLISTON (District WI)
Millage Rate 21.451
Acreage 0.020
Homestead N
Ag Classification No

[View Map](#)

Owner

Owner Name [City Of Williston](#) 100%
Mailing Address PO BOX 160
 WILLISTON, FL 32696

Homestead Exemption Application

Valuation

	2023 Preliminary Value
	Summary
Building Value	\$0
Extra Features Value	\$0
Market Land Value	\$1,000
Ag Land Value	\$1,000
Just (Market) Value	\$1,000
Assessed Value	\$968
Exempt Value	\$968
Taxable Value	\$0
Cap Differential	\$32
Previous Year Value	\$1,000

Exemptions

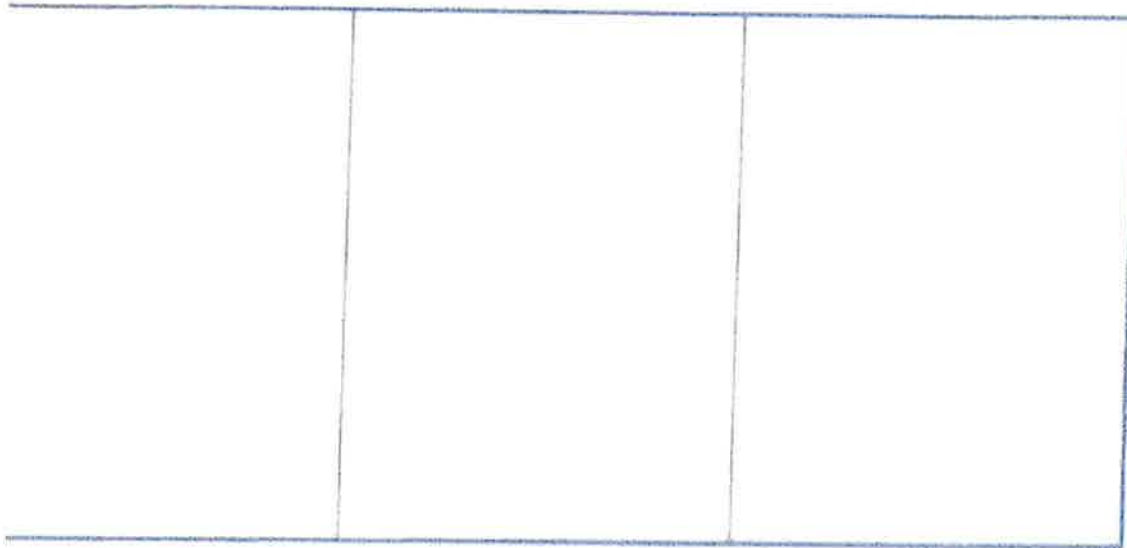
Homestead 2nd Homestead Widow/er Disability Seniors Veterans Other

Land Line

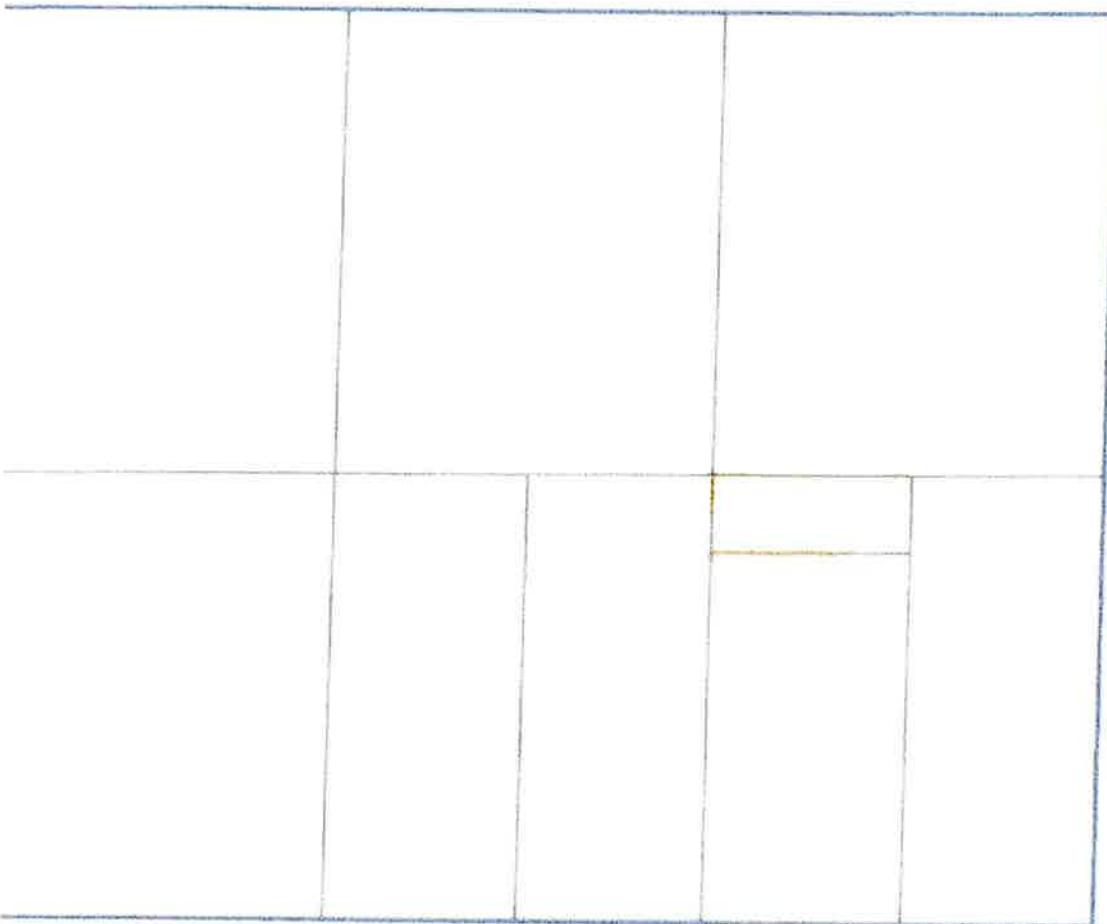
Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Vac Lot	0	0	1	LT	\$1,000

Sales

Sale Date	Sale Price	Instrument		Qualification	Vacant/Improved	Grantor	Grantee
		Type	Book	Page			
7/1/2019	\$0.00	TD	1499	104	U	V	CITY OF WILLISTON
3/11/2019	\$100.00	CT	1492	679	U	V	DONNEL LISA
3/1/2001	\$1,400.00	WD	738	303	U	V	PINKSTON PROPERTIES INC
							DONNEL LISA



SE 4TH TER



SE 4TH DR



SE 4TH AVE