

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

DATE: TUESDAY, JULY 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 Jerry Robinson
Councilmember Michael Cox
Councilmember Zach Bullock
Councilmember Darfeness Hinds

OTHERS:

City Manager Terry Bovaird
Attorney Kiersten Ballou
City Clerk Latricia Wright

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

ITEM – 2 – PUBLIC PARTICIPATION

ITEM – 3 – CONSENT AGENDA – (pp 4-7)

- Council minutes from June 20, 2023

ITEM –4 – UPDATES

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD
- STAFF
- COUNCIL
- MAYOR

ITEM – 5 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: FLOODING AT 43 NW 4TH STREET. JOAB PENNEY.(pp 8-9)
- B. DISCUSSION WITH POSSIBLE ACTION: SERVICING ALCOHOLIC BEVERAGES DURING PREMIER SPECIAL EVENTS ONLY. BILL FOSTER.(pp 10-13)
- C. DISCUSSION LEVY COUNTY VISITORS' BUREAU IMPROVEMENTS: TISHA WHITEHURST, EXECUTIVE DIRECTOR. (pp 14-24)
- D. RESOLUTION 2023-53: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE CITY COUNCIL

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

PRESIDENT TO SIGN A RENEWAL AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION PLAN FOR THE FY 2023-20234 AND PROVIDING AN EFFECTIVE DATE. JONATHEN BISHOP PUBLIC WORKS DIRECTOR. (pp 25-34)

OPEN PUBLIC HEARING

- E. 1ST READING OF ORDINANCE 2023-716: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; REZONING AND AMENDING THE FUTURE LAND USE MAP OF THE CITY OF WILLISTON COMPREHENSIVE PLAN; PURSUANT TO AN APPLICATION BY TROUP, LLC, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN CHAPTER 163, FLORIDA STATUTES; CHANGING THE ZONING AND FUTURE LAND USE CLASSIFICATION ON THE FOLLOWING DESCRIBED PROPERTY FROM RESIDENTIAL DUPLEX (R-2) TO COMMERCIAL INTENSIVE (C-2) ON CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF WILLISTON, FLORIDA; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS; AND PROVIDING AN EFFECTIVE DATE. LAURA JONES CITY PLANNER. (pp 35-43)
- F. 1ST READING OF ORDINANCE 2023-716: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AND AMENDING THE FUTURE LAND USE MAP OF THE CITY OF WILLISTON COMPREHENSIVE PLAN; PURSUANT TO AN APPLICATION BY HARTLEY MORA M-TEE, MORA M HARTLEY REVOCABLE TR, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN CHAPTER 163, FLORIDA STATUTES; CHANGING THE ZONING AND FUTURE LAND USE CLASSIFICATION ON THE FOLLOWING DESCRIBED PROPERTY FROM RESIDENTIAL DUPLEX (R-2) TO COMMERCIAL INTENSIVE (C-2) ON CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF WILLISTON, FLORIDA; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS; AND PROVIDING AN EFFECTIVE DATE. LAURA JONES, CITY PLANNER. (pp 44-54)

CLOSE PUBLIC HEARING

ITEM – 6 – PUBLIC PARTICIPATION

ITEM - 7 - ANNOUNCEMENTS

ITEM – 8 – ADJOURNMENT

NEXT SCHEDULED COUNCIL MEETING AUGUST 8, 2023, AT 6:00 P.M.

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

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.

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

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

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

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

DATE: TUESDAY, JUNE 20, 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 Jerry Robinson
Councilmember Michael Cox
Councilmember Zach Bullock

OTHERS:

City Manager Terry Bovaird
Attorney Kiersten Ballou
City Clerk Latricia Wright – Absent (Laura Jones took Minutes)
Councilmember Darfeness Hinds – Arrived 6:19 PM

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

Ordinance 714 changed to first read. Mr. Jerry Robinson, Vice-President moved to approve. Mr. Zach Bullock seconded. Motion passed 4-0.

ITEM – 2 – PUBLIC PARTICIPATION

Ms. Jill Westbrook discussed manure business.
Mr. Jobe Penney discussed flooding.
Ms. Hally Perry discussed flooding.
Mr. Bill Munden discussed road on his property.
Mr. Fuller discussed community garden.

ITEM – 3 – CONSENT AGENDA –

- Council minutes from June 6, 2023

Mr. Jerry Robinson, Vice-President moved to approve. Mr. Zach Bullock seconded. Motion passed 5-0.

ITEM –4 – UPDATES

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD
Mr. Terry Bovaird discussed asking for a reduction for fuel adjustment to GFL bill. RFQ for airport roof went out. Discussed Mr. McPherson's well permits. Kiersten will take another look at the City Code.
- STAFF
Chief Mike Rolls discussed murder in the town. Thanked team for working together.
- COUNCIL - None
- MAYOR - None

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

ITEM – 5 – NEW BUSINESS –

- A. RESOLUTION 2023-45: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE REPAIR OF THE AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS) AT THE WILLISTON AIRPORT. KELLY HARS AIRPORT FBO SUPERVISOR & ADMINISTRATIVE ASSISTANT.

Mr. Jerry Robinson, Vice-President moved to approve. Mr. Zach Bullock seconded. Motion passed 5-0.

OPEN PUBLIC HEARING

- B. 2ND READING OF ORDINANCE 2023-711: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; MAKING CERTAIN FINDINGS AND DETERMINATIONS; AMENDING SECTIONS 40-142 AND 40-144, AND CREATING SECTION 40-149 OF THE CODE OF ORDINANCES, CITY OF WILLISTON, FLORIDA; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR, DONALD BARBER. (THIS ORDINANCE IS RELATING TO THE CITY OF WILLISTON ELECTRIC UTILITY INCREASE IN THE SERVICE ABILITY ACCESS CHARGE, ESTABLISHING THE BULK POWER COST ADJUSTMENT STABILIZATION FUND, ESTABLISHING A STANDARD AND SPECIFICATION FOR UTILITIES)

Mr. Jerry Robinson, Vice-President moved to approve. Ms. Darfeness Hinds seconded. Motion passed 5-0.

- C. 2ND READING OF ORDINANCE 2023-713: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE CITY OF WILLISTON LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT INCREASED HOUSING NEEDS; RELATED TO AN AMENDMENT OF THE TEXT OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR AMENDING CHAPTER 56 SECTION 56-24, CUL-DE-SACS, ALLOWING FOR 1000 FEET IN LENGTH, DESCRIBED HEREIN; AND ALLOWING FOR PRIVATE STREETS WITHIN DEVELOPMENTS; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION IN THE CITY CODE OF ORDINANCES, AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES.

Mr. Mike Cox moved to approve. Mr. Zach Bullock seconded. Motion passed 5-0.

- D. 2ND READING OF ORDINANCE 2023-714: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; MAKING CERTAIN FINDINGS AND DETERMINATIONS; AMENDING SECTION 40-184 OF THE CODE OF ORDINANCES, CITY OF WILLISTON, FLORIDA; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

BARBER. (THIS ORDINANCE IS RELATING TO RATE CHANGES AND CHARGES FOR RETAIL NATURAL GAS SERVICE) (pp 36-41)

Mr. Jerry Robinson, Vice-President moved to approve. Mr. Zach Bullock seconded. Motion passed 5-0.

CLOSE PUBLIC HEARING

- E. RESOLUTION 2023-33: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL FROM JBPRO TO CREATE A CITY OF WILLISTON BOUNDARY MAP, FUTURE LAND USE MAP, ZONING MAP, AND PLANNING FEES UPDATE. CITY PLANNER LAURA JONES.

Mr. Zach Bullock moved to approve. Mr. Mike Cox seconded. Motion passed 5-0.

- F. RESOLUTION 2023-46: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE BROADBAND TECHNICAL ASSISTANCE GRANT PROGRAM THROUGH THE RURAL DEVELOPMENT DEPARTMENT OF THE US DEPARTMENT OF AGRICULTURE (USDA). CITY PLANNER LAURA JONES.

Mr. Zach Bullock moved to approve. Ms. Darfeness Hinds seconded. Motion passed 5-0.

- G. RESOLUTION 2023-47: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPOINTING STEVE MCMILLEN TO THE COMMUNITY REDEVELOPMENT AGENCY FOR A FOUR-YEAR TERM BEGINNING JUNE 20, 2023, AND ENDING JUNE 19, 2027; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES.

Mr. Jerry Robinson, Vice-President moved to approve. Mr. Mike Cox seconded. Motion passed 5-0.

- H. RESOLUTION 2023-48: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING A SEAL BID AUCTION FOR SURPLUS PROPERTY OF VEHICLE #183. POLICE CHIEF MIKE ROLLS.

Mr. Mike Cox moved to approve. Ms. Darfeness Hinds seconded. Motion passed 5-0.

- I. RESOLUTION 2023-50: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPOINTING DANNY C FLOYD TO THE BOARD OF ADJUSTMENTS AND CODE ENFORCEMENT, SEAT 5 FOR TERM BEGINNING MAY 7, 2023, AND ENDING MAY 6, 2026; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES.

Mr. Zach Bullock moved to approve. Ms. Darfeness Hinds seconded. Motion passed 5-0.

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

- J. RESOLUTION 2023-51: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE PLANNING AND DEMONSTRATION GRANT THROUGH SAFE STREETS FOR ALL PROGRAM OF THE US DEPARTMENT OF TRANSPORTATION. CITY PLANNER LAURA JONES.

Mr. Mike Cox moved to approve. Ms. Darfeness Hinds seconded. Motion passed 5-0.

- K. DISCUSSION WITH POSSIBLE ACTION: APPROVE PURCHASING ANOTHER POLICE VEHICLE FOR \$25,000. CHIEF MIKE ROLLS.

Needs a resolution. City Council will plan a special meeting.

ITEM – 6 – PUBLIC PARTICIPATION

Faith Mattair discussed flooding.

ITEM - 7 – ANNOUNCEMENTS - None

ITEM – 8 – ADJOURNMENT – 7:34 PM

Mr. Jerry Robinson, Vice-President moved to adjourn. Mr. Zach Bullock seconded. Motion passed 5-0.

Date: July 18, 2023

COUNCIL AGENDA ITEM

TOPIC: DISCUSSION WITH POSSIBLE ACTION: FLOODING AT 43 NW 4th STREET.

REQUESTED BY: JOAB PENNEY

BACKGROUND / DESCRIPTION: DISCUSS FLOODING AT PROPERTY 43 NW 4TH STREET. JOAB PENNEY PROPERTY OWNER.

LEGAL REVIEW: N/A

FISCAL IMPACTS: N/A

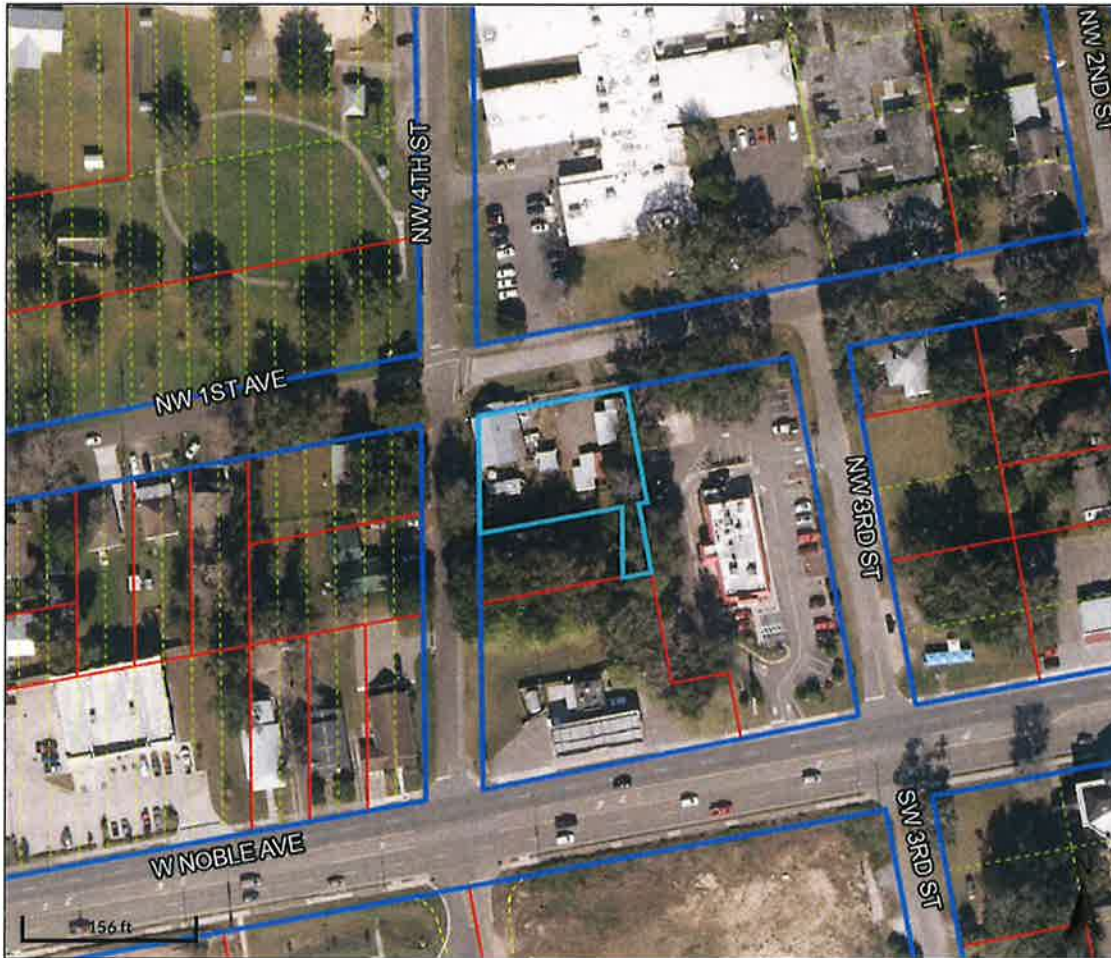
RECOMMENDED ACTION:

ATTACHMENTS:

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED



Overview



Legend

- Parcels**
- Parcel Lines**
 - Construction
 - Easement
 - Lot
 - Miscellaneous
 - Parcel
 - Private Road
 - Road Right of Way
 - Subdivision
 - Water
 - <all other values>
- Roads**
- City Labels**

Parcel ID	0506400000	Physical Address	43 NW 4 ST WILLISTON	Building Value	\$83,041	Last 2 Sales			
Property Use	0100 - HOUSE	Mailing Address	PENNEY JOAB BROOKS	Extra Feature Value	\$174	Date	Price	Reason	Qual
Taxing District	WILLISTON		43 NW 4TH ST WILLISTON FL 32696	Market Land Value	\$27,704	9/30/2009	\$70000	01	Q
				Ag Land Value	\$27,704	6/10/2009	\$45000	03	U
Acres	0.5			Just Value	\$110,919				
				Assessed Value	\$59,077				
				Taxable Value	\$25,000				

Date created: 7/13/2023

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Developed by  **Schneider**
GEOSPATIAL

Date: July 18, 2023

COUNCIL AGENDA ITEM

TOPIC: DISCUSSION WITH POSSIBLE ACTION: SERVING ALCOHOLIC BEVERAGES DURING PREMIER SPECIAL EVENTS ONLY.

**REQUESTED BY: BILL FOSTER
PREPARED BY: BILL FOSTER**

BACKGROUND / DESCRIPTION: WANTING TO SERVE ALCOHOLIC BEVERAGES DURING PREMIER SPECIAL EVENTS.

LEGAL REVIEW: N/A

FISCAL IMPACTS: N/A

RECOMMENDED ACTION:

ATTACHMENTS: ORDINANCE - 246

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED



At Premier Events our main goal is to assist our clients in bringing their vision to life. With over 30 years experience in radio, advertising and event production we have cultivated a respectable reputation within the industry and look forward to bringing that experience and expertise to the City of Williston for years to come.

From producing the inaugural Williston Fiesta and providing fireworks for the annual Independence day Celebration in 2022, to the Williston Spring Fest and 3rd Annual Makin Bacon Fest this year...there is nothing we can't do that will not have a positive social economic impact on the city and have many discovering what makes Williston so special.

We want to continue bringing events like these, and others, to the City of Williston; but in order to do so we need to look at other ways of generating additional revenue to offset our expenses and bring bigger events, like professional MMA at the airport, a country concert at Horseman's Park and others.

In order to make this possible we are asking the City to consider a special exception to the rule on the sale of beer and wine at our events only. Of course, we will provide the proper licensing and insurance for each event that would hold the City of Williston harmless, liability wise.

ORDINANCE NO. 246

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

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

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

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

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


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

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

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

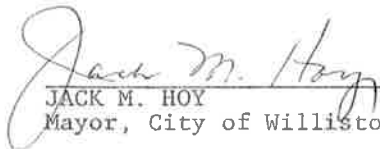
CITY OF WILLISTON

ATTEST:


J. E. STELL, City Clerk

By: 
M. K. GRIFFITH
President, City Council

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


JACK M. HOY
Mayor, City of Williston

July 18, 2023

CITY COUNCIL AGENDA ITEM

TOPIC: Levy County Visitors Bureau Improvements

REQUESTED BY: Tisha Whitehurst, Executive Director

PREPARED BY: Laura Jones, City Planner

BACKGROUND / DESCRIPTION:

The Levy County Visitors Bureau located at 607 South West 1st Ave., Williston, FL 32696 is a City owned leased facility. Tisha Whitehurst, Executive Director has requested the City authorize the following improvements:

- a fence installation to “hide” the back of the hospital (may be paid for by others)
- a mural on the fence
- restriping of parking lot
- parking stops
- landscaping
- a flag pole

LEGAL REVIEW: NA

FISCAL IMPACTS: TBD

RECOMMENDED ACTION:

Add approved improvements to 2023/2024 budget.

**ATTACHMENTS: Photos
Lease**

ACTION:

_____ APPROVED

_____ DISAPPROVED



COMMERCIAL OFFICE SPACE LEASE AGREEMENT

LESSOR:

City of Williston, Florida
50 NW Main Street
Williston, Florida 32696

LESSEE:

Levy County, Florida
355 S. Court St.
Bronson, FL 32621

WHEREAS, the CITY OF WILLISTON, a Florida municipal corporation, ("the Lessor"), maintains a commercial building commonly identified as the City Hall Annex building which is located at 607 SW 1st Ave., Williston, FL 32696, within which commercial office space is vacant; and

WHEREAS, Levy County, a political subdivision of the State of Florida ("the Lessee"), is desirous of leasing the above described commercial office space at the City Hall Annex building for governmental operations.

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

1. **PREMISES; INSPECTIONS; AS IS:** The Lessor leases and Lessee does rent and hire from the Lessor, the City Hall Annex building located at 607 SW 1st Street (the "Premises"), in the City of Williston, State of Florida.

It is the responsibility of the Lessee, at the Lessee's sole expense, to satisfy itself, prior to the execution of this Agreement, as to the condition of the Premises including, without limitation, building regulations, and permits. Lessor makes no warranties or representations to the Lessee, and the Lessee agrees the Lessor has made no warranty or representation respecting the condition of the Premises, or applicability of the uses contemplated by the Lessee, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein. Lessee further acknowledges it has had adequate opportunity to inspect the Premises hereunder prior to entering into this Agreement or has made adequate provision herein. Accordingly, the taking of possession of the Premises by the Lessee shall be conclusive evidence that the Premises were in good and satisfactory condition when possession was taken by Lessee.

2. **TERM:** The initial term of this Lease shall be for ten (10) years commencing at midnight, on the 1st day of October, 2019, and ending at midnight, on September 30, 2029, or an earlier time and date as this lease may terminate as provided below, except that, if any termination date falls on a Sunday or a holiday, then this lease shall end at 5:00PM on the next business day following the above-mentioned date. Should the Lessee hold over beyond the initial term or any renewal term without further extension of the term in accordance with the renewal terms of this lease, then the Lessee shall become a month to month tenant in accordance with law and upon the terms and conditions of this lease.
3. **RENT:** The total annual rent is the sum \$12.00 per year. The rent shall be paid annually, in advance, in the amount of \$12.00, per year, together with all applicable sales tax. The parties acknowledge that the Lessee is a subdivision of the State of Florida, and thereby not subject to sales tax pursuant to current law.

RECEIVED SEP 18 2019
Legal

The rent shall be delivered by U.S. mail, addressed to City of Williston, 50 NW Main Street, Williston, Florida 32696, or hand delivered to City Hall, 50 NW Main Street, Williston, Florida during regular business hours, and shall be considered paid upon receipt by Lessor. All payments required to be made by Lessee to Lessor pursuant to the Lease shall be deemed additional rent.

4. **NOTICES:** All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served by certified mail, return receipt requested, to Lessor, City of Williston 50 NW Main Street, Williston, Florida 32696-0160 and to Lessee, Levy County 355 S. Court Street, Bronson, FL 32621 or to such other address as Lessor or Lessee may by writing to the other so designate.
5. **WARRANTIES OF TITLE AND QUIET POSSESSION:** The Lessor covenants that Lessor is seized of the Premises and owner in fee simple thereof with the full right to make this Lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the Premises during the term hereof.
6. **USES ALLOWED AND PROHIBITED:** The Lessee shall use the Premises only for the following purpose: governmental operations. The Lessee shall not use or permit the Premises or any part of the Premises to be used for any unauthorized or unlawful purpose, or for any purpose other than as set forth above.
7. **COMPLIANCE WITH LAWS:** During the term of this Lease, the Lessee shall comply with all ordinances, statutes, laws, rules and regulations of the City of Williston, State of Florida and the U.S. Government, breach of which shall be cause for cancellation of this Lease. The Lessee shall abide by all applicable regulations as set forth in the City Code of Ordinances, together with any future amendments to said Code. The Lessee shall at all times maintain all required licensing and permits. The violation of any provision of the said Code, as evidenced by a final determination by the City's code enforcement board or a court of law, shall be conclusively deemed a default under this Lease and shall not be subject to the notice requirements or cure provisions set forth in the default section of this Lease. The Lessee further covenants that the Premises shall not be used for any purpose which might cause forfeiture of the Lessor's title to the said Premises.
8. **SIGNS:** Except with the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior of the Premises.
9. **LESSORS RIGHT OF ENTRY:** The Lessee at all times shall permit Lessor or its agents to enter into and upon the Premises for the purpose of inspection, or the making of repairs, replacements, or additions in, to, on and about the Premises or the building that Lessor deems necessary or desirable. Lessee shall have no claim or cause of action against Lessor by reason of Lessor's entry except as provided in Section 10 of this Lease.

10. **INTERRUPTION OF SERVICES OR USE:** Interruption or curtailment of any service maintained in the Premises, if caused by strikes, mechanical difficulties, or any causes beyond Lessor's control whether similar or dissimilar to those enumerated, shall not entitle Lessee to any claim against Lessor or to any abatement in rent, and shall not constitute constructive or partial eviction, unless Lessor fails to take reasonable measures to restore the service without undue delay. If the Premises are rendered untenantable in whole or in part, for a period of thirty (30) business days, by the making of repairs, replacements, or additions, other than those or caused by misuse or neglect by Lessee or Lessee's employees, agents, servants, visitors, or licensees, there shall be a proportionate abatement of rent during the period of untenability.
11. **CONDITIONS OF LESSOR'S LIABILITY:** Lessee shall not be entitled to claim a constructive eviction from the Premises unless Lessee has first notified Lessor in writing of the condition or conditions giving rise to the eviction. If the complaints are justified, and Lessor has failed within a reasonable time after receipt of the notice to remedy the conditions, Lessee is entitled to claim a constructive eviction.
12. **LESSOR'S RIGHT TO SHOW PREMISES:** Lessor may show the Premises to prospective purchasers and mortgagees and, during the three (3) months prior to termination of this Lease, to prospective lessees, during business hours on reasonable notice to Lessee.
13. **RENOVATIONS, REPAIRS, AND MAINTENANCE:** Lessee shall maintain the Premises in good repair, reasonable wear and tear accepted, except as otherwise provided herein. Lessee will maintain the heating, ventilation and air conditioning system (HVAC) and all interior plumbing for the Premises, and perform repairs to such HVAC and interior plumbing as needed. Lessee will maintain the grounds of the Premises, which will be limited to periodic mowing and minor trimming of vegetation. Lessor will maintain the roof, windows, exterior walls and doors and all structural elements of the Premises, and perform repairs to all of such items as needed.
- Lessee agrees to obtain the written consent of Lessor prior to the initiation of renovations, to any degree, to the Premises. Further, Lessee agrees that the interests in the Premises of the Lessor shall not be subject to liens for improvements made by the Lessee., The Lessee shall notify the contractors making any such improvements of this provision, and the knowing or willful failure of the Lessee to provide such notice to the contractors shall render any contracts between the Lessee and the contractors voidable at the option of the contractor, all pursuant to Florida law.
14. **PREMISES IMPROVEMENTS UPON TERMINATION:** Lessee may, at its own expense and only upon written approval by Lessor, make alterations and improvements to the Premises as necessary for the conduct of its business. Lessee specifically agrees that any and all improvements, except signs, equipment and trade fixtures installed, located upon the said Premises shall become the property of the Lessor upon termination of this Lease.
15. **ACCUMULATION OF WASTE OR REFUSE:** Lessee shall not permit the accumulation of waste or refuse matter on the Premises or anywhere in or near the building where the Premises is located.

16. **UTILITIES**: The Lessee agrees to pay all charges related to telephone and internet utilities, electricity, water, sewer, and gas utilities to the Premises.
17. **INSURANCE**: Lessee agrees to insure its property at all times. Lessee agrees that Lessor shall not be held liable for any loss or damage to Lessee's property.
18. **INDEMNIFICATION OF LESSOR**: Subject to the protections and limitations of sovereign immunity and the provisions of Section 768.28, Florida Statutes, Lessee agrees to take responsibility for all negligent acts or omissions of Lessee, its officers, employees, agents or volunteers, that may arise in connection with Lessee's performance under this Lease, the Lessee's use or occupancy of the Premises, the Lessee's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Lease or any breach of the terms of this Lease. Notwithstanding anything to the contrary in the foregoing or within this Lease, neither the Lessee nor the Lessor relinquish or waive any of its rights as a sovereign local government and both the Lessee and the Lessor reserve all rights and defenses under applicable sovereign immunity law.
19. **ASSIGNMENT AND SUBLETTING**: The Lessee shall not assign nor sublet its right, title or interest in or to all or any portion of the Premises or the leasehold improvements without first obtaining the prior written consent of the Lessor, provided, however, that such consent shall not be unreasonably withheld; and provided further that the Lessee shall remain directly and primarily liable for the performance of the terms and conditions of this Lease; provided further that no such assignment or subletting shall be made to any person for any purpose other than that set forth in this Lease. The foregoing notwithstanding, Lessee may (a) assign this Lease, in whole or in part, to any entity owned by, owning or under common ownership or control with Lessee, or (b) assign this Lease to a purchaser of Lessee's assets or business, or (c) allow use of office space or conference room or other amenities in the Premises by the Nature Coast Business Development Council, Inc.
20. **ENVIRONMENTAL ISSUES**: Notwithstanding anything to the contrary in this Lease, Lessor assumes sole and full responsibility for compliance with all applicable federal, state and local environmental statutes, regulations and ordinances related to the Premises and the building and land containing the Premises and shall indemnify, defend, save and hold harmless Lessee, its directors, officers, agents and employees from and against any and all claims, demands, losses and liabilities (including reasonable attorney's fees) resulting from any alleged or actual violation thereof. The provisions of this paragraph shall survive the expiration or termination of this Lease.
21. **LESSEE'S DEFAULT; REMEDIES**: The occurrence of anyone or more of the following events shall constitute a default on the part of the Lessee: (1) the Lessee fails to pay when due any rental or any other sum of money payable hereunder on the date due; (2) the conduct of any business or performance of any acts on the Premises not specifically authorized in this Lease; (3) the Lessee abandons, deserts or vacates the Premises; (4) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of this Lease; or (5) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of any other agreement, contract or obligation with or to Lessor. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

Upon the occurrence of any of the above Events of Default, the Lessor shall give written notice of such default to Lessee at the address set forth under Section 4, above. The effective date of notice shall be the date that the notice is placed in the U.S. Mail or posted on the premises by Lessor. If the default is for failure to pay rent or any other sum of money when due, then the Lessee shall have ten (10) days after the effective date of notice to cure. If the default is for any other Event of Default then the Lessee shall have thirty (30) days after the effective date of notice to cure, except that Lessee shall not be allowed an opportunity to cure a re-occurring Event of Default of the same type which has been previously noticed by the Lessor and cured by the Lessee.

If the Lessee fails to cure the default within the time allowed, Lessor shall thereafter have the option to exercise any remedy or right permitted by law or in equity. In the event the Lessor relets the Premises, the Lessee shall pay the Lessor any deficiency between the amount received, if any, from such reletting, and the amount of rent and other fees payable by the Lessee hereunder.

Notwithstanding the occurrence of any Event of Default, the Lessee shall remain liable to the Lessor for all payments payable hereunder and for all preceding breaches of any covenant of this Lease. Furthermore, unless the Lessor elects to cancel this Lease, the Lessee shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Lease has been duly canceled.

22. **LESSOR'S DEFAULT; REMEDIES:** In the event Lessor shall default in performing any covenants, conditions or provisions herein binding upon Lessor, the Lessee shall give written notice of such default to Lessor at the address set forth under Section 4, above. The effective date of notice shall be the date that the notice is placed in the U.S. Mail. The Lessor shall have thirty (30) days after the effective date of notice to cure, except that Lessor shall not be allowed an opportunity to cure a re-occurring default of the same type which has been previously noticed by the Lessee and cured by the Lessor.

If the Lessor fails to cure the default within the time allowed, Lessee shall thereafter have, in addition to the option to exercise any remedy or right permitted by law or in equity, the right to terminate this Lease, or at Lessee's option, to cure any such default of Lessor on behalf of and at the expense of Lessor, by having all necessary work performed and making all necessary payments in connection therewith and Lessor agrees to pay to Lessee forthwith the amount so paid by Lessee. In the event Lessor fails to reimburse Lessee for such amount within thirty (30) days after receipt of invoice therefore, Lessee shall be entitled to offset such amounts against monthly rent thereafter due hereunder.

23. **CLEANLINESS:** Lessee shall at all times keep the Premises in a reasonably neat and orderly condition and clean and free from rubbish. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the Premises and shall commit or suffer no waste of the Premises or maintain any nuisance therein.
24. **LATE PAYMENT PENALTY:** All lease payments that are not paid within 30 days of the due date set forth in Section 3 hereof shall be subject to interest at the rate of one percent (1%) per month, as provided in Section 218.74, Florida Statutes; provided that Lessor complies with the applicable provisions of that statute.

25. **BANKRUPTCY**: The Lessee agrees that if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety days after such appointment, then the Lessor may, at its option, declare the termination of this Lease agreement and shall forthwith be entitled to immediate possession of the Premises.
26. **END OF TENANCY**: The Lessee will yield up the Premises and all additions thereto (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.
27. **SUBROGATION CLAUSE**: The Lessor and Lessee shall waive all rights, each against the other, and against those holding under or through the Lessor or Lessee, for damages caused by fire or other perils to the extent covered by insurance where such damages are sustained in connection with the occupancy of the Premises.
28. **LITIGATION VENUE**: The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Levy County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Northern District of Florida.
29. **BENEFIT**: This Lease and all of the covenants and provisions hereof shall inure to the benefit of and be binding upon the legal representative successors and assigns of the parties hereto.
30. **ENTIRE AGREEMENT**: This Lease represents the complete understanding between the parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. No agreement to modify this Lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. Any such modification on the part of the Lessor shall not be effective unless considered at a public meeting and approved by majority vote of the Williston City Council. Any such modification on the part of the Lessee will not be effective unless considered at a public meeting and approved by majority vote of the Levy County Board of County Commissioners.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate
this 13 day of September, 2019.

Signed, sealed and delivered
In the Presence of:

Christine Moseley
Witness Signature
Christine Moseley
Print Name

Wayne Carson
Witness Signature
Wayne Carson
Print Name

ATTEST:

By: Laticia Wright
Laticia Wright, Interim
City Clerk

LESSOR:
CITY OF WILLISTON

By: Nancy Wininger
Nancy Wininger, Council
President

APPROVED AS TO FORM AND
LEGALITY:

By: F. L. Koberlein, Jr.
Frederick L. Koberlein, Jr.,
City Attorney

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

By: John Meeks
John Meeks, Chairman

ATTEST: Clerk of the Circuit Court
and Ex Officio to the Board

By: Danny J. Shipp
Danny J. Shipp

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: Anne Bast Brown
Anne Bast Brown, County Attorney

SnG Pavement Marking, Inc.

SPECIALISTS IN:

- Sealcoating
- Patchwork
- Power Sweeping
- Striping (Paint/Thermoplastic)
- Car Stops
- Grounds Maintenance
- Tennis Courts
- Heated Power Washing
- Traffic Signs

1104 N.W 50th Avenue, Suite A · Gainesville, Florida 32609

(352) 378-2636 · FAX (352) 378-0905 · www.sngpavementmarking.com

Bid To	City of Williston	Phone	352-528-3060	FAX	
Billing Address		City		State/zip	
Job Location	607 SW 1st AVE	Individual	Jonathen		
EMAIL					

[illegible]

Sealer shall contain four (4) lbs. of graded silica sand per gallon of sealer. Applied material shall also contain three percent (3%) latex additive to ensure proper suspension of sand & accelerate cure time. All paint shall be FL D.O.T. spec waterborne lead free paint. SnG is fully insured both work comp and general liability. Certificates available upon request.

	TOTAL	\$2,368.10
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IF PAYING BY CARD A SURCHARGE OF 3% WILL BE APPLIED.

QUOTE VALID FOR 30 DAYS

TERMS: NET ON COMPLETION.

Melanie Clouse

7/11/2023

Representative for SnG

Date _____

Buyers Signature, Title

Date _____

BY SIGNING THIS QUOTE I ACKNOWLEDGE THE TERMS AND CONDITIONS ON PAGE 2

Please email a copy of signed quote to melanie@sngpavementmarking.com to schedule the work.

TERMS AND CONDITIONS

When this form is signed by customer and an officer of SnG, it becomes a contract and customer agrees to pay for work completed at above terms. Should it be necessary for us to employ an attorney to collect this contract amount or any unpaid balance thereof, customer agrees to pay interest at a rate of 18 per cent per annum from date of completion on the unpaid balance as aforesaid and in addition thereto shall pay all legal cost and expenses including reasonable attorney's fees.

We guarantee the Heavy Duty Slurry Coating for materials, workmanship and adhesion under normal use for a period of one year, excluding mechanical damage, stains from vehicles or other sources.

Should you select one of the alternate Coatings, we guarantee them for workmanship and adhesion. Length of service depends on the amount of traffic and use and therefore we cannot guarantee a specific service of life.

This guarantee does not include any responsibility for the performance of the asphalt pavement as to cracks forming in the surface of the pavement or from base failure, shrinking, or movement of the pavement.

This material is NOT intended to restore badly cracked or broken base pavements, nor to permanently seal cracks.

CRACKS SEALED AND FILLED MAY OPEN AGAIN.

WE CANNOT BE RESPONSIBLE FOR WATER POCKETS WHEN GRADE IS LESS THAN 1INCH IN 10 FEET OR WHEN PATCHWORK IS BEING DONE.

WE DO NOT GUARENTEE ELIMINATION OF STANDING WATER. WATER REDUCTION IS NOT GUARENTEED.

Notice – We are not responsible for any damage whatsoever to concrete strips or sidewalks, that our equipment must cross to complete your job. Nor are we responsible for breakage of underground water, electrical or sewer lines unless specifically agreed to in writing.

HOT MIX ASPHALTIC CONCRETE is a practical, clean, long-life pavement. It usually "tire-marks" for several months and there is noticeable surface porosity at first, but rubber tire traffic will kneed and seal theses pores. Gasoline and repeated oil spillage will soften asphalt, however, it is easy to patch. Grass and weed roots in an old base will grow through asphalt, but are easily killed with any type of commercial weed-killer and we don't accept responsibility.

No other agreements or contracts expressed or implied are binding unless signed by and officer of SnG.

Payment in full shall be made on completion of the project in order to validate the guarantee.

Date: 07/18/2023

COUNCIL AGENDA ITEM

TOPIC: RESOLUTION 2023-53: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN A RENEWAL AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION PLAN FOR THE FY 2023-2024 AND PROVIDING AN EFFECTIVE DATE.

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

BACKGROUND / DESCRIPTION: AN AGREEMENT WITH FDOT TO BE COMPENSATED FOR MAINTAINING THE TRAFFIC LIGHTS. THE CONTRACT WITH FDOT, STATING THAT THE CITY OF WILLISTON AGREES TO MAINTAIN THE TRAFFIC LIGHTS FOR THE AGREED AMOUNT OF \$16,587.00 FROM 07/01/2023 TO 6/30/2024.

LEGAL REVIEW: N/A

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS: RESOLUTION 2023-53

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED

RESOLUTION NUMBER 2023-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN A RENEWAL AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION PLAN FOR THE FY 2023-2024 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston will accept the renewal agreement for the Traffic Signal Maintenance and Compensation FY 2023-2024

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 are made a part of this resolution.

Section 2. The City Council hereby accepts the Terms and Conditions of the Contract with the Florida Department of Transportation as identified in the attached Exhibit A.

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

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this 18th day of July 2023.

CITY OF WILLISTON, FLORIDA

BY: _____
Debra Jones, City Council President

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

Approved as to Form and Legality:

Latricia Wright, City Clerk

Kiersten, Ballou, City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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CONTRACT NO. ARV31
FINANCIAL PROJECT NO. 41352518814
F.E.I.D. NO. F596000451001
AMENDMENT NO. _____

THIS AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Amendment"), is entered into this _____ day of _____, between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and the City of Williston, Florida ("Maintaining Agency").

RECITALS:

WHEREAS, the Department and the Maintaining Agency on _____ entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement"); and

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Agreement paragraphs 1, 3, 6, 12, 31, and 35 are amended, superseded, and replaced in their entirety with the new paragraphs 1, 3, 6, 12, 31, and 35 attached hereto to this Amendment.
2. Agreement exhibits A, B, and C are amended, superseded, and replaced in their entirety with new Exhibits A, B, and C attached hereto to this Amendment.
3. Except as modified in this Amendment, all terms and conditions of the Agreement and any amendments or modifications thereto remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month, and year set forth above.

City of Williston, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Attorney: _____ Date: _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
(Authorized Signature)

Print/Type Name: James Hannigan

Title: District Traffic Operations
Engineer

Legal Review: _____

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1. The Maintaining Agency shall be responsible for the "Project," defined as the maintenance and continuous operation of the following, located on the State Highway System:
 - a. Traffic signals ("TS"),
 - b. Interconnected and monitored traffic signals ("IMTS") - defined as signals that are interconnected with telecommunications and are monitored at a central location,
 - c. Traffic signal systems - defined as central computer; traffic monitoring cameras ("TrMC"; must fulfill District purpose and need and be accessible from Department's Video Aggregation System); arterial dynamic message signs ("ADMS"); communications devices; interconnect / network; vehicle, bicycle & pedestrian detection devices [including passive pedestrian detection ("PPD") and accessible pedestrian detection]; traffic signal hardware and software; preemption devices; probe data detection system ("PDDS"); and uninterruptible power supplies ("UPS"),
 - d. Control devices - defined as intersection control beacons ("ICB"), traffic warning beacons ("TWB"; including LED highlighted signs), illuminated street name signs ("ISNS"), and pedestrian flashing beacons ("PFB"; i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons),
 - e. Emergency/fire department signals ("FDS"),
 - f. Speed activated warning displays ("SAWD"; including curve warning feedback signs),
 - g. Blank out signs ("BOS"; including Lane Control Signs),
 - h. Pedestrian hybrid beacons ("PHB"),
 - i. Connected Automated Vehicle Devices ("CAVD"; i.e., roadside units and roadside equipment), and
 - j. In-roadway warning lights ("IRWL") system (specific to mid-block crossing and unsignalized intersection applications, as defined in the FDOT Traffic Engineering Manual)

All traffic signals and control devices mentioned in the above paragraph 1.a-j are referred to in this Agreement as "Traffic Signals and Devices". The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operations of such Traffic Signals and Devices upon final acceptance by the Department of the installation of each signal or device.

3. If Traffic Signals and Devices are damaged and the Maintaining Agency or its contractors did not cause the damage, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
 - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
 - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement and associated contract documentation of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing the emergency and/or permanent repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties or Force Majeure event. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency or its contractors causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency. Governor declared emergencies (i.e., hurricanes) are handled outside the framework of this Agreement through a combination of Federal and State Emergency Management mechanisms. An emergency contract may be used after a Governor's declaration of emergency has been signed to cover for reimbursement for storm recovery efforts.

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6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible. These events shall be documented with detailed damage inspection report forms completed and submitted to the Department within twelve (12) weeks of the end of the Force Majeure event.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
- (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
- (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates _____ as its authorized representative(s), who is delegated the authority to execute all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency and are operated and maintained by the Maintaining Agency. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance. The Maintaining Agency and the Department shall amend Exhibit A preceding the Department's new fiscal year, which will include all new Traffic Signals and Devices added to the State Highway System during the Department's current fiscal year and delete those removed during the same period. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the current year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's current fiscal year. The annual compensation will be a lump sum payment (***minus any retainage or forfeiture***) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.

31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to July 15 of each year detailing the following:

- a. All detection device malfunctions: Detection devices include, without limitation, all vehicle presence detectors and all pedestrian/bicycle detectors. Traffic devices supported by detection devices ("TDSDD") include, without limitation, traffic signals, PHBs, and warning devices. Repairs to all vehicle presence detectors shall be made within ninety (90) days with a goal of thirty (30) days if feasible. Repairs to all pedestrian/bicycle detectors shall be made within seventy-two (72) hours of discovery. If repair to vehicle presence detection device is expected to progress beyond thirty (30) days, by the 31st day, the Maintaining Agency shall have a plan available to reestablish detection prior to day 90. The Maintaining Agency shall ensure that 90% of all TDSDD on the State Highway System are operating without detection failures. Discovery and repair dates for each malfunctioning detection device shall be logged in the annual report. If the repairs cannot be performed within the stipulated time, the Maintaining Agency shall document the reason(s) why in the annual report. If more than 10% of the TDSDD are experiencing detection failure(s) by the end of the stipulated time, unless a longer period is approved by the Department due to extraordinary circumstances, each of these TDSDD may only be compensated at 90% of the unit compensation rate stated in Exhibit B for each day (i.e., the annual unit compensation rate is reduced by 1/3650 daily) that more than 10% of the TDSDD are experiencing detection failure(s).
- b. Traffic signal and pedestrian hybrid beacon ("PHB") preventive maintenance inspections: Traffic signals and PHBs shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals and PHBs annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal or PHB is cycling properly, the ventilation system is functioning, and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals and PHBs annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any actions taken. If 50% of the traffic signals and PHBs do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations until the preventive

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maintenance inspection is made. If the requirements of this paragraph 31.b are not performed within the state's next fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations will be forfeited.

- c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department. The Maintaining Agency shall be responsible for maintaining current licenses and support agreements for all computer applications necessary for IMTS including, but not limited to, central computer systems, TrMC applications, detection software, and data collection programs, unless other arrangements are made between the Department and the Maintaining Agency for specific applications or systems.
35. At no additional cost to the Department, the Maintaining Agency shall provide the Department with, at minimum, read-only access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.

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TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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EXHIBIT A
Reimbursement for Maintenance and Operation FY 2024

CITY OF WILLISTON																		
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR45, (US41) at SR121/CR316 (NE 30th St)	\$3,910																	\$3,910
SR45, (US41) at CR335			\$947															\$947
SR500, (ALT. US27) at EAST 4TH ST.	\$3,910																	\$3,910
SR500, (ALT. US27) at SR45, (US41)	\$3,910																	\$3,910
SR500, (ALT. US27) at SR 45, (US 41) WEST / 7TH ST.	\$3,910																	\$3,910
Total Lump Sum Amount*																		\$16,587.00

* Amount paid shall be the Total Lump Sum (*minus any retainage or forfeiture*).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$16,587.00

Maintaining Agency _____

Date _____

District Traffic Operations Engineer _____

Date _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT**

750-010-24b
TRAFFIC
OPERATIONS
04/23
Exhibit B Page 1 of 2

**EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (*minus any retainage or forfeiture*) in Exhibit A. The Maintaining Agency will receive one lump sum payment (*minus any retainage or forfeiture*) at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum (*minus any retainage or forfeiture*) Amount for each fiscal year is calculated by adding all the individual Traffic Signal and Device unit amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). Systems shall be paid at a unit rate per controller regardless of the number of individual devices or poles.

Connected and Automated Vehicles Devices (CAVD): includes roadside units and roadside equipment.

Unit Compensation Rates per Unit on the State Highway System																	
FY	Traffic Signals (TS) <i>Intersection</i>	Traffic Signal - Interconnected & monitored (IMTS) <i>Intersection</i>	Intersection Control Beacon (ICB) <i>Intersection</i>	Pedestrian Flashing Beacon (PFB) <i>System</i>	Emergency Fire Dept. Signal (FDS) <i>System</i>	Speed Activated Warning Display (SAWD) <i>System</i>	Illuminated Street Name Signs (ISNS) <i>Intersection</i>	Blank Out Sign (BOS) <i>Device</i>	Traffic Warning Beacon (TWB) <i>System</i>	Probe Data Detection System (PDDS) <i>Device</i>	Uninterruptible Power Supply (UPS) <i>Device</i>	Connected Automated Vehicle Devices (CAVD) <i>Device</i>	Pedestrian Hybrid Beacon (PHB) <i>System</i>	Arterial Dynamic Message Sign (ADMS) <i>Device</i>	Passive Pedestrian Detection (PPD) <i>System</i>	Traffic Monitoring Camera (TrMC) <i>Device</i>	In-Roadway Warning Lights (IRWL) <i>System</i>
2021-22	\$ 3,573	\$ 5,134	\$ 896	\$ 717	\$ 1,252	\$ 360		\$ 360	\$ 360	\$ 115	\$ 115	\$ 514					
22-23	\$3,670	\$5,273	\$921	\$737	\$1,286	\$370		\$370	\$370	\$119	\$119	\$527					
23-24	\$ 3,910	\$ 5,558	\$ 947	\$ 758	\$ 1,323	\$ 381	\$ 391	\$ 419	\$ 381	\$ 123	\$ 123	\$542	\$ 2,645	\$ 2,027	\$ 1,644	\$ 688	\$ 658
2024-25	Based on the Consumer Price Index (CPI), the compensation amounts will be revised.																
2025-26	Based on the CPI, the compensation amounts will be revised.																

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT**

750-010-24b
TRAFFIC
OPERATIONS
04/23
Exhibit B Page 2 of 2

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the District Traffic Operations Engineer, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to 5:00 p.m. on July 15th of each year. For example, the Maintaining Agency shall submit its invoice for the fiscal year beginning July 1, 2022 through June 30, 2023 no later than July 15, 2023.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices within 60 days of the work completed date for which the Maintaining Agency is invoicing

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT**

750-010-24b
TRAFFIC
OPERATIONS
04/23
Exhibit C Page 1 of 1

**EXHIBIT C
Reimbursement for Replacement and/or Repair of
Damaged Traffic Signals and Devices**

Subject to the terms and conditions of the Agreement, the Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair and associated contract documentation of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency or its contractors. Agreement paragraph 3 provides administrative procedures on how third party and Force Majeure events are handled for reimbursement. Force Majeure events shall be documented with detailed damage inspection report forms within twelve (12) weeks following the end of the Force Majeure event. Costs related to Governor declared emergencies are not reimbursable under this Agreement.

The Department follows the Traffic Signal Maintenance and Compensation Agreement Manual (Topic No. 750-010-022) for submitting damage claims. In submitting this Exhibit C to the Department, the Maintaining Agency is required to adhere to Chapter 2 of the Traffic Signal Maintenance and Compensation Agreement Manual, dated March 31, 2023, available at: [Traffic Signal Maintenance and Compensation Agreement Manual](#).

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
<ul style="list-style-type: none">1. Attach pictures of damaged traffic signals and devices, as well as completed work.2. Attach invoices or receipt of equipment purchased to replace damaged components.3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.	
Contract No.: _____	
Project No.: _____	
Total Lump Sum Reimbursement Amount	\$

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

Maintaining Agency Date

District Traffic Operations Engineer Date

July 18, 2023

CITY COUNCIL AGENDA ITEM

TOPIC: RZ-2023-01 Troup Rezone (Parcel # 0560100000) 214 W. Noble Ave.

REQUESTED BY: Laura Jones, City Planner

BACKGROUND / DESCRIPTION:

Rezone (Parcel # 0560100000). This property is located at 214 W. Noble Ave. Troup LLC. is the property owner.

Currently this parcel consists of one lot on 0.32 acres and the zoning is Commercial Intensive and Residential Duplex. The current use of this property is a Barber Shop. This rezone proposes concurrency for this parcel and making it all Commercial Intensive.

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

LEGAL REVIEW: NA

FISCAL IMPACTS: None

RECOMMENDED ACTION:

Planning and Zoning Commission recommended approval to City Council on June 27, 2023.

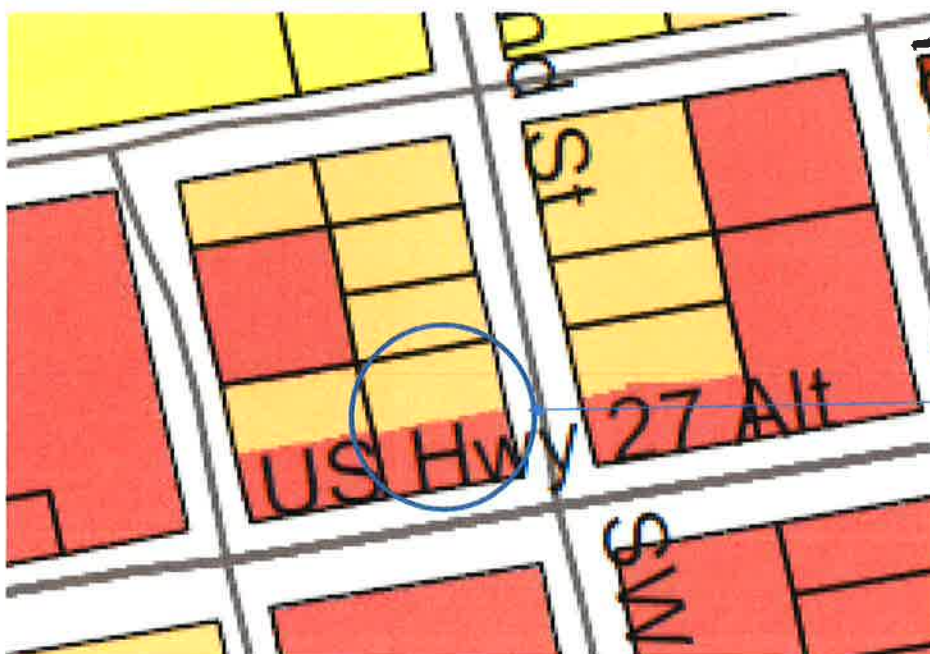
ATTACHMENTS: Application and Ordinance 2023-716

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

July 18, 2023



Current Zoning Map

ORDINANCE NO. 2023-716

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; REZONING AND AMENDING THE FUTURE LAND USE MAP OF THE CITY OF WILLISTON COMPREHENSIVE PLAN; PURSUANT TO AN APPLICATION BY TROUP, LLC., UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN CHAPTER 163, FLORIDA STATUTES; CHANGING THE ZONING AND FUTURE LAND USE CLASSIFICATION ON THE FOLLOWING DESCRIBED PROPERTY FROM RESIDENTIAL DUPLEX (R-2) TO COMMERCIAL INTENSIVE (C-2) ON CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF WILLISTON, FLORIDA; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 163, Florida Statutes, the Community Planning Act, empowers and requires the City Council to prepare, adopt, implement and amend a Comprehensive Plan;

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

WHEREAS, an application, RZ-2023-01, for an amendment, as described below, to the Current Zoning and Future Land Use Map of the City of Williston Comprehensive Plan has been filed with the City;

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

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

WHEREAS, the City Council did hold the required public hearings, under the provisions of the amendment procedures established in Chapters 163 and 166, Florida Statutes, on said applications for amendments, as described below, to the Future Land Use Map of the City's Comprehensive Plan and at said public hearing, the City Council reviewed and considered all comments received during the public hearing, including the recommendation of the Planning and Zoning Commission, serving also as the Local Planning Agency, and the Comprehensive Plan Amendment Report concerning said applications for amendments, as described below, to the Future Land Use Map of the City's Comprehensive Plan;

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

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

Section 1. Application RZ-2023-01 by Troup, LLC. to amend the Future Land Use Map of the City's Comprehensive Plan, by changing the future land use classification on parcel 0560100000, located at 214 W. Noble Ave., Williston FL Residential Duplex (R-2) to Commercial (C-2) is hereby approved.

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

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

Section 4. Effective Date. The effective date of this plan amendment shall be thirty-one (31) days following the receipt of this plan amendment by the State Land Planning Agency. However, if any affected person files a petition with the Florida Division of Administrative Hearings pursuant to Section 120.57, Florida Statutes, to request a hearing to challenge the compliance of this plan amendment with Chapter 163, Florida Statutes, within thirty (30) days following the date of adoption of this plan amendment, this plan amendment shall not become effective until the State Land Planning Agency or the Florida Administration Commission, respectively, issues a final order determining this plan amendment is in compliance. No development orders, development permits or land uses dependent on this plan amendment may be issued or commence before it has become effective.

PASSED ON FIRST READING, THIS ____ DAY OF _____.

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

ATTEST:

CITY OF WILLISTON

LATRICIA WRIGHT
CITY CLERK

DEBRA JONES
PRESIDENT, CITY COUNCIL

30-DAY VETO WAIVER:

CHARLES GOODMAN
MAYOR

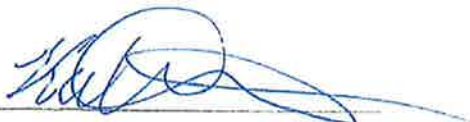
APPROVED AS TO FORM AND LEGALITY:

KIERSTEN BALLOU, ESQ.
CITY ATTORNEY

Zoning Change Application

Shaded Area for Official Use Only
Application Received Date:
Application Number:
Hearing Date:
Hearing Type:
Notes:

Applicant's Information
Name: Troup LLC Heather Troup
Mailing Address: 20771 NE HWY 27 Williston FL 32696
Telephone Number: 352-278-3131
Email Address: Heather@TroupLLC.com
Property Information
Address: 214 W Noble Ave Williston FL 32696
Legal Owner: Troup LLC
Tax Parcel ID#: 0560100000
Legal Description of parcel: (attach exhibit if necessary) 06-13-19 Williston Bk 15 Lots 8 + 9
Book 1563 Page 734
Current Land Use/Zoning Map designation: Commercial & Residential
Requested Land Use/Zoning Map Designation: Commercial


Signature

6/6/2023
Date

Prepared by and return to:

Stephanie L. Emrick, Esq.
Scruggs, Carmichael, & Wershow, PA
One S.E. First Avenue
Gainesville, FL 32601
Tel. 352-376-5242

[Space Above This Line For Recording Data]

Corporate Warranty Deed

This Warranty Deed made this 22nd day of December, 2020 between Da Bronx New York Pizzeria, Inc. a Florida corporation whose post office address is 214 West Noble Avenue, Williston, Florida 32696-2030, as Grantor, and Troup, LLC, whose post office address is 62 Never Bend Drive, Ocala, Florida 34482, as Grantee:

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

Lots 8 & 9, Block 15, MAP OF WILLISTON, according to the plat thereof recorded in Plat Book 1, Page 1, Public Records of Levy County, Florida.

Parcel Identification Number: 05601-000-00

Subject to all reservations, covenants, conditions, restrictions and easements of records and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. **To Have and to Hold**, the same in fee simple forever. **And** the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2020**.

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

Signed, sealed and delivered in our presence:

GRANTOR:

Da Bronx New York Pizzeria, Inc.

Brittani Bloom Seale
Witness Name: Brittani Bloom Seale

Stephanie L. Emrick
Witness Name: Stephanie L. Emrick

By: Anthony Vuto
Anthony Vuto, President

State of Florida
County of Levy

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of December, 2020 by Anthony Vuto as President of Da Bronx New York Pizzeria, Inc. Who ☐ is personally known to me or ☒ has produced a valid Florida's driver's license as identification.



Stephanie L. Emrick
Notary Public:

Levy County, FL

Summary

Parcel ID 0560100000
Location Address 214 W NOBLE AVE
 WILLISTON
Neighborhood Williston West (6003)
Legal Description* 06-13-19 WILLISTON BLK 15 LOTS 8 & 9 OR BOOK 1563 PAGE 734
Property Use Code RESTAURANT (2100)
Subdivision WILLISTON
Sec/Twp/Rng 06-13-19
Tax District WILLISTON (District WI)
Millage Rate 21.451
Acreage 0.320
Homestead N
Ag Classification No

*The legal description shown here may be condensed, a full legal description should be obtained from a recorded deed for legal purposes.

View Map

Owner Name [Troup LLC](#) 100%
Mailing Address 62 NEVER BEND DRIVE
 OCALA, FL 34482

Valuation

	2023 Preliminary Value
	Summary
Building Value	\$74,305
Extra Features Value	\$9,856
Market Land Value	\$55,440
Ag Land Value	\$55,440
Just (Market) Value	\$139,601
Assessed Value	\$139,601
Exempt Value	\$0
Taxable Value	\$139,601
Cap Differential	\$0
Previous Year Value	\$129,899

Exemptions

Homestead 2nd Homestead Widow/er Disability Seniors Veterans Other

Building Information

Building	1	Roof Cover	BUILT UP TAR/GRAVEL
Actual Area	1978	Heating Type	FORCED AIR DUCTED
Conditioned Area	1344	Air Conditioning	CENTRAL
Actual Year Built	1930	Baths	
Effective Year Built	2000		
Use	RESTAURANT, CAFE		
Exterior Wall	CONCRETE BLOCK		
Roof Structure	FLAT		

Description	Conditioned Area	Actual Area
UNFINISHED OPEN PORCH	0	154
BASE	1344	1344
CANOPY	0	480
Total SqFt	1344	1978

Extra Features

Code Description	BLD	Length	Width	Height	Units
ASPHALT 4	1	0	0	0	7000

Land Line

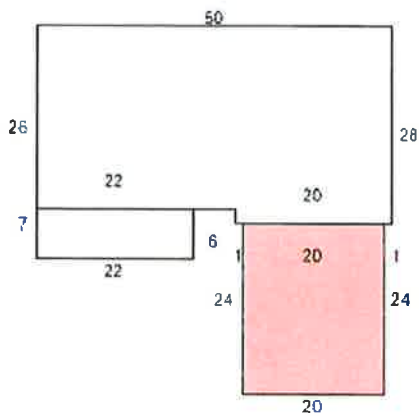
Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
RESTAURANT	110	0	13860	SQ	\$55,440

Sales

Sale Date	Sale Price	Instrument		Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
		Type							
12/22/2020	\$164,400.00	WD		1563	734	Q	I	DA BRONX NEW YORK PIZZERIA INC	TROUP LLC
6/1/2005	\$175,000.00	WD		950	381	Q	I	NELSON MARKETS INC	
3/1/2000	\$160,000.00	WD		704	955	U	I	EMMANOULIDIS DIMITRIOS	
7/1/1999	\$135,000.00	WD		682	239	U	I	EMMANOULIDIS CONSTANTINOS	
8/1/1994	\$75,000.00	WD		533	152	U	I		

Building Sketch

Room Type
CANOPY
Base
UNFINISHED OPEN PORCH



Map



No data available for the following modules: Photos.

July 18, 2023

CITY COUNCIL AGENDA ITEM

TOPIC: RZ-2023-02 Hartley Rezone (Parcel # 0560600000) 242 W. Noble Ave.

REQUESTED BY: Laura Jones, City Planner

BACKGROUND / DESCRIPTION:

Rezone (Parcel # 0560600000). This property is located at 242 W. Noble Ave. Georgia Hartley and Lee Hartley are the property owners.

Currently this parcel consists of one lot on 0.32 acres. The current use of this property is vacant. This rezone proposes concurrency for this parcel and making it all Commercial Intensive.

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

LEGAL REVIEW: NA

FISCAL IMPACTS: None

RECOMMENDED ACTION:

Planning and Zoning Commission recommended approval to City Council on June 27, 2023.

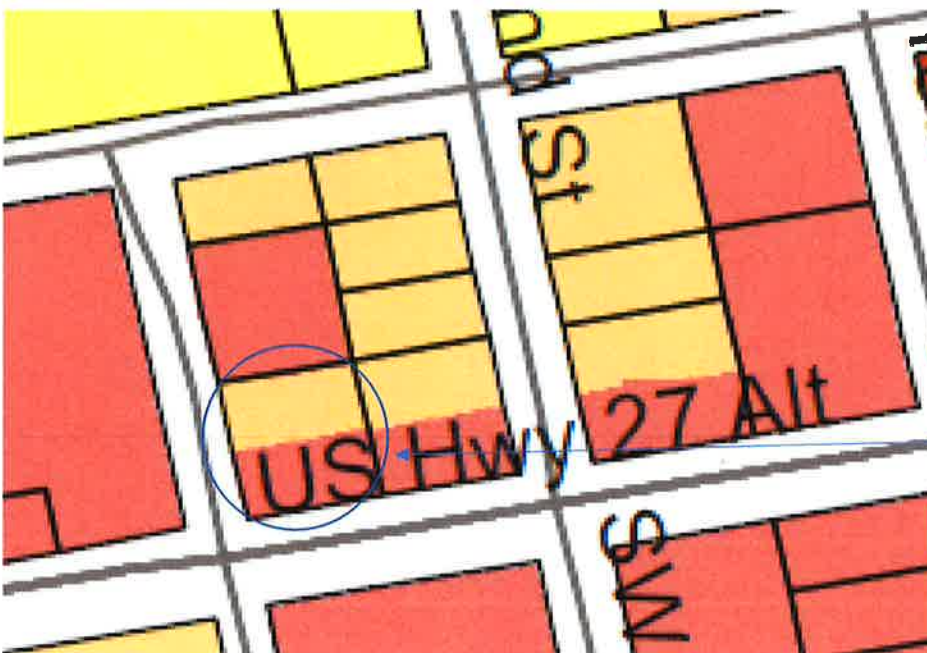
ATTACHMENTS: Application and Ordinance 2023-717

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

July 18, 2023



Current Zoning Map

ORDINANCE NO. 2023-717

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; REZONING AND AMENDING THE FUTURE LAND USE MAP OF THE CITY OF WILLISTON COMPREHENSIVE PLAN; PURSUANT TO AN APPLICATION BY HARTLEY MORA M-TTEE, MORA M HARTLEY REVOCABLE TR, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN CHAPTER 163, FLORIDA STATUTES; CHANGING THE ZONING AND FUTURE LAND USE CLASSIFICATION ON THE FOLLOWING DESCRIBED PROPERTY FROM RESIDENTIAL DUPLEX (R-2) TO COMMERCIAL INTENSIVE (C-2) ON CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF WILLISTON, FLORIDA; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 163, Florida Statutes, the Community Planning Act, empowers and requires the City Council to prepare, adopt, implement and amend a Comprehensive Plan;

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

WHEREAS, an application, RZ-2023-02, for an amendment, as described below, to the Current Zoning and Future Land Use Map of the City of Williston Comprehensive Plan has been filed with the City;

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

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

WHEREAS, the City Council did hold the required public hearings, under the provisions of the amendment procedures established in Chapters 163 and 166, Florida Statutes, on said applications for amendments, as described below, to the Future Land Use Map of the City's Comprehensive Plan and at said public hearing, the City Council reviewed and considered all comments received during the public hearing, including the recommendation of the Planning and Zoning Commission, serving also as the Local Planning Agency, and the Comprehensive Plan Amendment Report concerning said applications for amendments, as described below, to the Future Land Use Map of the City's Comprehensive Plan;

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

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

Section 1. Application RZ-2023-02 by HARTLEY MORA M-TTEE, MORA M HARTLEY REVOCABLE TR to amend the Future Land Use Map of the City's Comprehensive Plan, by changing the future land use classification on parcel 0560600000, located at 242 W. Noble Ave., Williston FL Residential Duplex (R-2) to Commercial (C-2) is hereby approved.

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

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

Section 4. Effective Date. The effective date of this plan amendment shall be thirty-one (31) days following the receipt of this plan amendment by the State Land Planning Agency. However, if any affected person files a petition with the Florida Division of Administrative Hearings pursuant to Section 120.57, Florida Statutes, to request a hearing to challenge the compliance of this plan amendment with Chapter 163, Florida Statutes, within thirty (30) days following the date of adoption of this plan amendment, this plan amendment shall not become effective until the State Land Planning Agency or the Florida Administration Commission, respectively, issues a final order determining this plan amendment is in compliance. No development orders, development permits or land uses dependent on this plan amendment may be issued or commence before it has become effective.

PASSED ON FIRST READING, THIS ____ DAY OF ____.

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

ATTEST:

CITY OF WILLISTON

LATRICIA WRIGHT
CITY CLERK

DEBRA JONES
PRESIDENT, CITY COUNCIL

30-DAY VETO WAIVER:

CHARLES GOODMAN
MAYOR

APPROVED AS TO FORM AND LEGALITY:

KIERSTEN BALLOU, ESQ.
CITY ATTORNEY



June 14, 2023

Planning and Zoning Department
50 NW Main Street
Williston Florida 32696

Via email: city.planner@willistonfl.org

RE: Zoning change for 242 W Noble Ave, Parcel #0560600000

To Whom It May Concern:

I am writing to formally request a zoning change for the property located at 242 W Noble Avenue, Parcel Number 0560600000. We firmly believe that updating the zoning designation to "C-1 Zoning" is necessary, as the current mixed zoning of R-1 and C-1 is out of date and no longer reflective of the property's potential.

Thank you for your attention to this matter. We believe that updating the zoning designation to "C-1 Zoning" for the property at 242 W Noble Avenue will bring positive growth and development to the Williston community. We look forward to hearing from you and participating in the further discussions on this issue.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Gresback", is written over a light blue horizontal line.

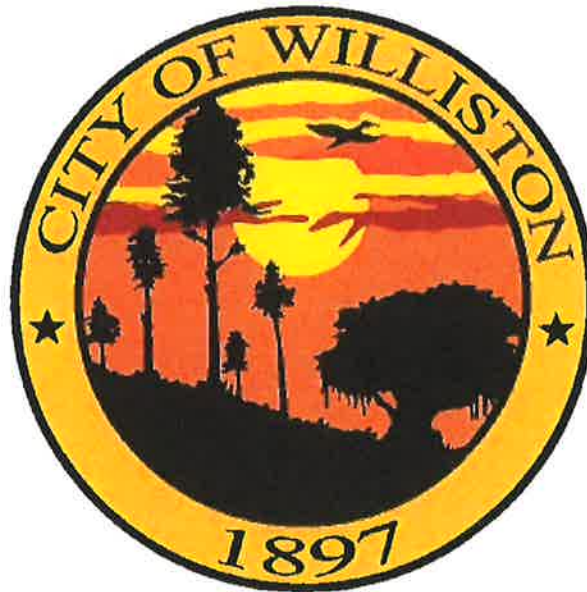
Michael Gresback, Real Estate Manager - Acquisitions & Development

E-mail: mg@gracorealestate.com

Phone: (806) 705-7336

**REZONING
(STANDARD)**

APPLICATION INFORMATION PACKET



**Planning and Zoning Department
50 NW Main Street
Williston, Florida 32696
(352) 528-3060**

Instructions & Process

****All fees must be paid at the time the application is submitted. ****

Application must be completed with:

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

****If subject property does not conform with the City's Future Land Use Map (FLUM) a FLUM Amendment must also be applied for. ****

If the subject property is being represented by an agent, a notarized authorized agent letter must be provided.

Staff report is completed by the City Planner.

Application and staff report are internally reviewed by all departments.

Rezoning request is advertised in the local newspaper at least 10 days prior to first public hearing.

Subject property is posted at least 10 days prior to first public hearing.

Letters to adjacent property owners, within 300 ft., are sent certified mail to notify property owners of the rezoning request at least 10 days prior to first public hearing.

The request for Rezoning will first be heard by the Planning and Zoning Commission and they will then provide a recommendation to City Council. Secondly, it will go to City Council for two public hearings to establish an Ordinance. The City Council votes on the item each meeting.

Request for a Zoning Change Checklist:

- ☐ Fill out the application for a Zoning Change, date and sign.
- ☐ Address a letter to City Planner requesting the zoning change.
- ☐ Proof of identification: Copy of Tax Deed.
- ☐ Survey of land. (If necessary)

- 1 The application has to be in the Zoning Department by the first Wednesday of the month in order to be on the agenda at the end of that month.

The meeting of the Planning and Zoning Commission will be on the last Tuesday of the month.

You will receive a letter from our office informing you of the date of your public hearing.

This office will notify the adjacent property owners of the public hearing date.

All information requested has to be filed with the application to be considered complete along with the check for the zoning change.

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

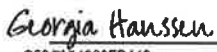
a. Rezoning without land use map amendment	\$ 720.00	Paid by the Buyer
b. Rezoning and small scale land use map amendment	\$ 720.00	
c. Rezoning and large scale land use map amendment	\$2,500.00	

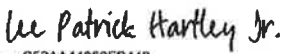
Application will be considered incomplete unless all information is completed and provided.

Zoning Change Application

Shaded Area for Official Use Only
Application Received Date:
Application Number:
Hearing Date:
Hearing Type:
Notes:

Applicant's Information
Name: Georgia Hartley Hanssen and Lee Patrick Hartley, Jr.
Mailing Address: 20530 SE 62 PL, Morriston FL 32668
Telephone Number: (806) 745-9718
Email Address: g.angelwheels@gmail.com michael@graco.dev
Property Information
Address: 242 W Noble Ave, Williston FL 32696
Legal Owner: Georgia Harley Hanssen and Lee Patrick Hartley, Jr., as Co-Successor Trustees of the Mora M. Hartley Revocable Inter-Vivos Trust dated September 22, 1993
Tax Parcel ID#: 0560600000
Legal Description of parcel: (attach exhibit if necessary) 06-13-19 WILLISTON BLK 15 LOTS 7 & 10 OR BOOK 684 PAGE 62
Current Land Use/Zoning Map designation: R1 / C1
Requested Land Use/Zoning Map Designation: C1

DocuSigned by:

 CS2A414960FB442
 Signature

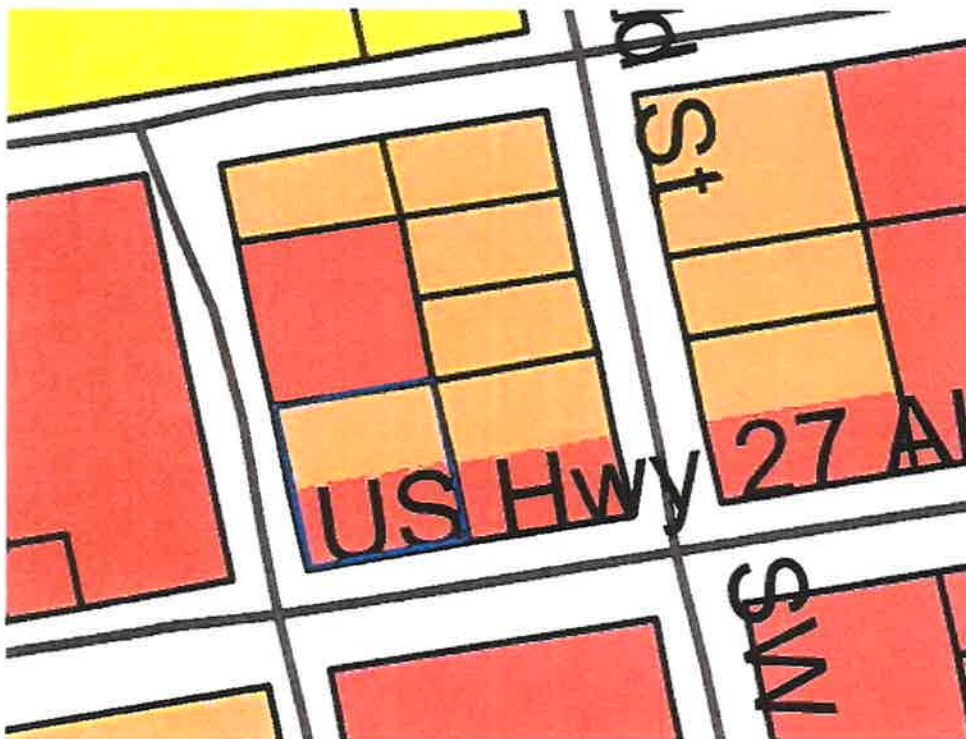
DocuSigned by:

 CS2A414960FB442

6/14/2023 | 2:27 PM PDT

Date

6/14/2023 | 2:28 PM PDT

Zone Change Application
242 W Noble Ave, Williston, FL 32696



Current Zoning Map Showing Subject Tract



Current Tax Plat Overlay on Aerial Showing Subject Tract