

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

DATE: TUESDAY, AUGUST 8, 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 5-7)

- Council minutes from July 18, 2023

ITEM – 4 – UPDATES

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD
- STAFF
- COUNCIL
- MAYOR

ITEM – 5 – NEW BUSINESS –

- A. RESOLUTION 2023-54: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE 2023-2024 HOLIDAYS SCHEDULE, AND PROVIDING AN EFFECTIVE DATE. HR DIRECTOR KRYSTAL PATTERSON. (pp 8-10)
- B. RESOLUTION 2023-55: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON; APPOINTING RON BEASLEY AND RE-APPOINTING COLETTE ROTH, LISA CLARK, AND PAMELA MYHREE TO THE BOARD OF ADJUSTMENTS AND CODE ENFORCEMENT TO SEATS 2, 4, 6 AND 7 RESPECTIVELY, FOR TERMS BEGINNING AUGUST 8, 2023, AND ENDING

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

- AUGUST 7, 2026, AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. (pp 11-14)
- C. RESOLUTION 2023-56: A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA; APPOINTING SUSAN KAPR AND RE-APPOINTING ALBERT FULLER TO THE PLANNING AND ZONING COMMISSION TO SEATS 2 AND 3, RESPECTIVELY, FOR TERMS BEGINNING AUGUST 8, 2023, AND ENDING AUGUST 7, 2026; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. (pp 15-18)
- D. RESOLUTION 2023-57: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ELECTING TO AWARD THE AIRPORT TERMINAL BUILDING PROJECT TO GRAY CONSTRUCTION SERVICES, INC., CONTINGENT UPON FAA FUNDING AND AUTHORIZE STAFF TO NEGOTIATE A FULL CONTRACT WITH GRAY CONSTRUCTION SERVICES, INC.; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH ACTIONS ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp19-41)

OPEN PUBLIC HEARING

- E. 2ND READING OF ORDINANCE 2023-714: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; MAKING CERTAIN FINDINGS AND DETERMINATIONS; AMENDING SECTION 40-148 OF THE CODE OF ORDINANCES, CITY OF WILLISTON, FLORIDA, REGARDING THE CITY GAS SYSTEM; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER. (pp 42-50)
- F. 2ND 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 51-59)
- G. 2ND READING OF ORDINANCE 2023-717: 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

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

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 60-70)

CLOSE PUBLIC HEARING

ITEM – 6 – PUBLIC PARTICIPATION

ITEM - 7 - ANNOUNCEMENTS

ITEM – 8 – ADJOURNMENT

NEXT SCHEDULED BUDGET WORKSHOP AUGUST 15, 2023, AT 6:00 P.M.
NEXT SCHEDULED COUNCIL MEETING AUGUST 22, 2023, AT 6:00 P.M.

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

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

Meeting ID: 069017976

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

Or dial:

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

Access Code / Meeting ID: 069017976

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

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

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

Council Meeting Procedures for members of the Public

1. All cell phones to be turned off when entering the Council Chambers.
2. Once the audience has taken their seat and the meeting begins, there will be no talking between audience members during the course of the Council meeting. If anyone continues to talk within the audience and is called down 3 times during the course of the meeting, on the third time that person will be escorted out of the Council meeting;
3. The audience must be recognized by the President before being allowed to address the Council;

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

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, 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- Opening prayer and pledge led by Mayor Goodman.

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

Move item # 5 (c) to 5(a) and add Lyndsey Johannesen from Florida League of Cities as 5 (c) (1). Motion to approve agenda with corrections by Vice-President Robinson. Seconded by Councilmember Hinds. Motion carried 5-0.

ITEM – 2 – PUBLIC PARTICIPATION - None

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

- Council minutes from June 20, 2023

ITEM –4 – UPDATES

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD- GLF FUEL CHARGES GOING UP 71 CENTS.
- STAFF - AIRPORT MANAGER BENTON STEGALL- FIRE AND FLOODING AT AIRPORT.
- COUNCIL - PRESIDENT JONES, ASKED FOR UPDATE ON COLD PATCH PURCHASE.
- MAYOR - THANKED UTILITY DEPARTMENT FOR ALL THEIR HARD WORK.

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ITEM – 5 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: FLOODING AT 43 NW 4TH STREET. JOAB PENNEY. - City won't be able to assist.
- B. DISCUSSION WITH POSSIBLE ACTION: SERVICING ALCOHOLIC BEVERAGES DURING PREMIER SPECIAL EVENTS ONLY. BILL FOSTER. - City unable to grant request.
- C. DISCUSSION LEVY COUNTY VISITORS' BUREAU IMPROVEMENTS: TISHA WHITEHURST, EXECUTIVE DIRECTOR. - Consensus from Council to install new fence at Annex. Will need a Resolution for parking lot repair.
- D. 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 2023-20234 AND PROVIDING AN EFFECTIVE DATE. JONATHAN BISHOP PUBLIC WORKS DIRECTOR. - Motion to approve Resolution 2023-53 by Vice-President Robinson. Seconded by Councilmember Hinds. Motion carried 5-0.

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. - Motion to approve 1st reading of Ordinance 2023-716 by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 5-0.
- F. 1ST READING OF ORDINANCE 2023-717: 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

CITY OF WILLISTON, FLORIDA
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OF THE CITY OF WILLISTON, FLORIDA; PROVIDING SEVERABILITY;
PROVIDING FOR INCORPORATION ON CITY MAPS; AND PROVIDING AN
EFFECTIVE DATE. LAURA JONES, CITY PLANNER. - Motion to approve 1st
reading of Ordinance 2023-717 by Vice-President Robinson. Seconded by
Councilmember Hinds. Motion carried 5-0.

CLOSE PUBLIC HEARING

ITEM – 6 – PUBLIC PARTICIPATION - None

ITEM - 7 - ANNOUNCEMENTS - Budget Workshop July 25, 2023 at 5:30 p.m.

ITEM – 8 – ADJOURNMENT - Motion to adjourn at 7:48 by seconded by Councilmember
Hinds. Seconded by Councilmember Cox. Motion carried 5-0.

Date: August 8, 2023

COUNCIL AGENDA ITEM

TOPIC: RESOLUTION 2023-54: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE 2023-2024 HOLIDAYS SCHEDULE, AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: HR DIRECTOR KRYSTAL PATTERSON

PREPARED BY: HR DIRECTOR KRYSTAL PATTERSON

BACKGROUND / DESCRIPTION: SCHEDULED HOLIDAYS FOR THE CITY OF WILLISTON.

LEGAL REVIEW:

FISCAL IMPACTS: N/A

RECOMMENDED ACTION: Approve

ATTACHMENTS: HOLIDAY SCHEDULE

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED

RESOLUTION NO. 2023-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE 2023-2024 HOLIDAYS SCHEDULE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston offers as a part of their compensation and benefits package, an employer-paid holiday schedule to its Full-Time employees; and

WHEREAS, the Williston City Council desires to maintain this quality compensation and benefits package for its employees to support employee retention and foster a positive work environment; and

WHEREAS, the Williston City Council wishes to accomplish this goal by allowing all Full-Time employees the benefit of employer-paid holidays as a part of a larger compensation package that also includes other paid time off, such as vacation days and sick leave days.

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

SECTION 1. the above recitals are true and accurate and are made a part of this resolution.

SECTION 2. This Resolution hereby authorizes the Council to approve the 2023-2024 Holidays Schedule as shown on the attached Exhibit "A".

SECTION 3. This resolution shall become effective immediately upon passage and adoption by the City Council.

PASSED AND ADOPTED at a meeting of the City Council this 8th day of August 2023.

CITY OF WILLISTON, FLORIDA

By: _____

Debra Jones, President

ATTEST:

By: _____

Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____

Kiersten Ballou, Attorney



CITY OF
WILLISTON
FLORIDA

50 N.W. Main St. P.O. Drawer 160 Williston, Florida 32696-0160
Phone (352) 528-3060 Fax (352) 528-2877

HOLIDAY SCHEDULE 2023-2024

Veterans Day	Friday November 10, 2023
Thanksgiving Day	Thursday, November 23, 2023
Day After Thanksgiving	Friday, November 24, 2023
Day Before Christmas	Friday, December 22, 2023
Christmas Day	Monday, December 25, 2023
News Years Day	Monday, January 1, 2024
Martin Luther King Day	Monday, January 15, 2024
Presidents Day	Monday, February 19, 2024
Good Friday	Friday, March 29, 2024
Memorial Day	Monday, May 27, 2024
Independence Day	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024

The mission of the City of Williston is to offer an efficient affordable and safe place to live, work and play.

Mayor – CHARLES GOODMAN / President – DEBRA JONES
Vice President – JERRY ROBINSON
Council members / ZACH BULLOCK – MICHAEL COX – DARFENESS HINDS
City Manager – TERRY BOVAIRD / City Clerk – LATRICIA WRIGHT

COUNCIL AGENDA ITEM

TOPIC: RESOLUTION 2023-55 APPOINTING RON BEASLEY AND RE-APPOINTING COLETTE ROTH, LISA CLARK AND PAMELA MYHREE TO THE BOARD OF ADJUSTMENTS AND CODE ENFORCEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA; APPOINTING RON BEASLEY AND RE-APPOINTING COLETTE ROTH, LISA CLARK AND PAMELA MYHREE TO THE BOARD OF ADJUSTMENTS AND CODE ENFORCEMENT TO SEATS 2, 4, 6 AND 7, RESPECTIVELY, FOR TERMS BEGINNING AUGUST 8, 2023 AND ENDING AUGUST 7, 2026; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: Laura Jones, City Planner

BACKGROUND / DESCRIPTION:

This resolution would appoint City residents, Ron Beasley, Colette Roth, Lisa Clark and Pamela Myhree for three years beginning August 8, 2023 and ending August 7, 2026. Chapter 16 of the City's Code of Ordinances mandates the appointment of these members to the Board by the city Council.

LEGAL: REVIEW: None

FISCAL IMPACTS: None

RECOMMENDED ACTION:

Adopt Resolution 2023-55

ATTACHMENTS:

Resolution 2023-55

Ron Beasley's Application

COUNCIL ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION NUMBER 2023-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA; APPOINTING RON BEASLEY AND RE-APPOINTING COLETTE ROTH, LISA CLARK AND PAMELA MYHREE TO THE BOARD OF ADJUSTMENTS AND CODE ENFORCEMENT TO SEATS 2, 4, 6 AND 7, RESPECTIVELY, FOR TERMS BEGINNING AUGUST 8, 2023 AND ENDING AUGUST 7, 2026; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Williston City Council desires to support the efforts of the Board of Adjustments and Code Enforcement; and,

WHEREAS, the above residents have expressed their desire to serve; and,

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

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

Section 2. The City Council hereby approves Resolution 2023-55.

Section 3. All Resolution or parts of Resolutions, in conflict with this Resolution are hereby repealed.

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

PASSED AND ADOPTED at a meeting of the City Council this ____ day of ____ 2023.

CITY OF WILLISTON, FLORIDA

Debra Jones, President
Williston City Council

ATTEST: Latricia Wright
City Clerk



APPLICATION FOR COMMISSION/BOARD MEMBERSHIP

NAME Ron Beasley

ADDRESS 616 SW 3rd St., Williston FL 32696

TELEPHONE: 352-433-5169

EMAIL ADDRESS: ron.beasley50@icloud.com

COMMISSION OR BOARD TO WHICH YOU ARE APPLYING (CIRCLE ONE):

PLANNING & ZONING

PENSION

BACE

CRA

CHAPTER 185

ARE YOU AVAILABLE TO MEET ACCORDING TO THE PUBLISHED COMMISSION/BOARD MEETING SCHEDULE?

YES ☒ NO ☐

ARE YOU A (CIRCLE ALL THAT APPLY):

RESIDENT

BUSINESS OWNER

PROPERTY OWNER

WHY WOULD YOU LIKE TO SERVE ON THIS COMMISSION OR BOARD?

To bring a fair and balanced voice to the board as a resident and property owner of Williston.

BRIEF EDUCATIONAL/EMPLOYMENT/BUSINESS EXPERIENCE BENEFICIAL TO THIS BOARD?

Post high school technical education, owner of several small businesses, interaction with city departments regarding building and permitting regulations and guidelines.

WHAT SPECIAL ASSETS WOULD YOU BRING TO THE BOARD?

Ability to view an issue clearly and arrive at solutions that are fair to the parties involved and within the boundaries of city ordinances and regulations.

BRIEF COMMUNITY SERVICE:

None

DO YOU HAVE ANY PREVIOUS BOARD EXPERIENCE?

YES _____ NO ✓

DATE: 6/14/2023

SIGNATURE: Tom Brasley

PLEASE RETURN THIS APPLICATION TO:

**CITY OF WILLISTON
50 NW MAIN STREET
WILLISTON, FLORIDA 32696**

YOU MAY ALSO EMAIL A COMPLETED APPLICATION TO THE CITY CLERK:
city.clerk@willistonfl.org

August 8, 2023

COUNCIL AGENDA ITEM

TOPIC: RESOLUTION 2023-56 APPOINTING SUSAN KAPR AND RE-APPOINTING ALBERT FULLER TO THE PLANNING AND ZONING COMMISSION.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA; APPOINTING SUSAN KAPR AND RE-APPOINTING ALBERT FULLER TO THE PLANNING AND ZONING COMMISSION TO SEATS 2 AND 3, RESPECTIVELY, FOR TERMS BEGINNING AUGUST 8, 2023 AND ENDING AUGUST 7, 2026; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: Laura Jones, City Planner

BACKGROUND / DESCRIPTION:

This resolution would appoint City residents, Susan Kapr and Albert Fuller for three years beginning August 8, 2023 and ending August 7, 2023 to the Planning and Zoning Commission. Chapter 16 of the City's Code of Ordinances mandates the appointment of these members to the Board by the City Council.

LEGAL: REVIEW: None

FISCAL IMPACTS: None

RECOMMENDED ACTION:

Adopt Resolution 2023-56

ATTACHMENTS:

Resolution 2023-56

Susan Kapr's Application

COUNCIL ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION NUMBER 2023-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA; APPOINTING SUSAN KAPR AND RE-APPOINTING ALBERT FULLER TO THE PLANNING AND ZONING COMMISSION TO SEATS 2 AND 3, RESPECTIVELY, FOR TERMS BEGINNING AUGUST 8, 2023 AND ENDING AUGUST 7, 2026; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Williston City Council desires to support the efforts of the Planning and Zoning Commission; and,

WHEREAS, the above residents have expressed their desire to serve; and,

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

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

Section 2. The City Council hereby approves Resolution 2023-56.

Section 3. All Resolution or parts of Resolutions, in conflict with this Resolution are hereby repealed.

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

PASSED AND ADOPTED at a meeting of the City Council this ____ day of ____ 2023.

CITY OF WILLISTON, FLORIDA

Debra Jones, President
Williston City Council

ATTEST: Latricia Wright
City Clerk



APPLICATION FOR COMMISSION/BOARD MEMBERSHIP

NAME Susan Kapr
ADDRESS 108 NW 2nd Street, Williston, FL
TELEPHONE: XXXXXXXXXX
EMAIL ADDRESS: KaprFarm@gmail.com

COMMISSION OR BOARD TO WHICH YOU ARE APPLYING (CIRCLE ONE):

PLANNING & ZONING PENSION BACE CRA CHAPTER 185

ARE YOU AVAILABLE TO MEET ACCORDING TO THE PUBLISHED COMMISSION/BOARD MEETING SCHEDULE?

YES X NO

ARE YOU A (CIRCLE ALL THAT APPLY):

RESIDENT BUSINESS OWNER PROPERTY OWNER

WHY WOULD YOU LIKE TO SERVE ON THIS COMMISSION OR BOARD?

I would like to be of service to my community
and to meet people in my community.

BRIEF EDUCATIONAL/EMPLOYMENT/BUSINESS EXPERIENCE BENEFICIAL TO THIS BOARD?

I was a Geography major in college and participated in
a neighborhood association in St. Petersburg. I work in
IT, though I don't know whether that experience is relevant.

WHAT SPECIAL ASSETS WOULD YOU BRING TO THE BOARD?

I have done large group facilitation and training. I am
honest and hard working, empathetic and an active listener.

BRIEF COMMUNITY SERVICE:

none

DO YOU HAVE ANY PREVIOUS BOARD EXPERIENCE?

YES _____ NO X

DATE: 6/15/23

SIGNATURE: Susan Kapro

PLEASE RETURN THIS APPLICATION TO:

**CITY OF WILLISTON
50 NW MAIN STREET
WILLISTON, FLORIDA 32696**

YOU MAY ALSO EMAIL A COMPLETED APPLICATION TO THE CITY CLERK:
city.clerk@willistonfl.org

Date: 8/08/2023

COUNCIL AGENDA ITEM

RESOLUTION 2023-57:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ELECTING TO AWARD THE AIRPORT TERMINAL BUILDING PROJECT TO GRAY CONSTRUCTION SERVICES, INC., CONTINGENT UPON FAA FUNDING AND AUTHORIZE STAFF TO NEGOTIATE A FULL CONTRACT WITH GRAY CONSTRUCTION SERVICES, INC.; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH ACTIONS ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE

REQUESTED BY: KELLY HARS, AIRPORT FBO SUPERVISOR & ADMINISTRATIVE ASSISTANT

PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

FISCAL IMPACTS:.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2023-57	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

COUNCIL ACTION:

☐ APPROVED

☐ DENIED

RESOLUTION NUMBER 2023-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ELECTING TO AWARD THE AIRPORT TERMINAL BUILDING PROJECT TO GRAY CONSTRUCTION SERVICES, INC., CONTINGENT UPON FAA FUNDING AND AUTHORIZE STAFF TO NEGOTIATE A FULL CONTRACT WITH GRAY CONSTRUCTION SERVICES, INC.; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH ACTIONS ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Williston Municipal Airport is in need of a new airport terminal building; and

WHEREAS, grant funding may be available from the FAA for such a project; and

WHEREAS, the City of Williston properly advertised and conducted a Request for Bids for the airport terminal building project; and

WHEREAS, the City of Williston received three bids from the Request for Bids process; and

WHEREAS, the City of Williston has analyzed such bids and finds that the bid offered by Gray Construction Services, Inc., is the lowest bidder on the base bid alone as well as with the addition of any combination of alternatives which were also included in the Request for Bids document; and

WHEREAS, the City Council has determined it is in the City's best interest to authorize the City Council President to award the airport terminal building project to Gray Construction Services, Inc., contingent upon FAA funding; and

WHEREAS, the City Council has determined it is in the City's best interest to authorize staff and the City Attorney to work with Gray Construction Services, Inc. to negotiate a full contract for the airport terminal building project; and

WHEREAS, it is in the best interest of the City of Williston to execute the Agreement.

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

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

Section 2. The City Council hereby awards the airport terminal building project to Gray Construction Services, Inc., fully contingent upon FAA funding, and authorizes staff and the City Attorney to negotiate the specific terms of a contract regarding same.

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

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

PASSED AND ADOPTED at a meeting of the City Council this 8th day of August, 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

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

August 1, 2023

Mr. Benton Stegall, Airport Manager
Williston Municipal Airport
1800 SW 19 Avenue
Williston, FL 32696

Reference: **Recommendation of Award**
 Airport Terminal Building
 Williston Municipal Airport (X60)
 FDOT FM # 4452505-1 & 442505-3
 FAA BIL No. TBD
 PA Project Number 20090041.023A

Dear Mr. Stegall

Passero Associates has reviewed the three (3) bids that were received and publicly opened on July 18, 2023, at 11:00AM EDT for the Airport Terminal Building project at the Williston Municipal Airport (X60). This letter serves as Passero Associates' recommendation to award the construction contract to Gray Construction Services, Inc., of Trenton, Florida.

BIDDER'S LIST SUMMARY

<i>COMPANY NAME</i>	<i>BASE BID</i>	<i>ALTERNATE #1 (GENERATOR)</i>	<i>ALTERNATE #2 (MEZZANINE)</i>	<i>ALTERNATE #3 (PORTE- COCHERE)</i>	<i>ALTERNATE #4 (MILL & OVERLAY)</i>
Oelrich	\$3,663,551.00	\$119,302.00	\$260,500.00	\$170,049.00	\$79,049.00
Scherrer	\$4,098,322.00	\$150,942.00	\$253,587.00	\$133,876.00	\$77,880.00
Gray	\$3,361,820.00	\$104,542.00	\$177,869.00	\$122,126.00	\$95,593.00

Passero Associates performed a review of Gray Construction Services' responsibility by researching the following:

- A detailed analysis of the proposal submitted by Gray Construction Services, Inc., revealed no irregularities. The proposal appears to be fair and reasonable.
- Gray Construction Services, Inc., is a registered Certified General Contractor with the state of Florida, License Number CGC062854.

- Gray Construction Services, Inc., did not appear on the U.S. System for Award Management's (SAM) List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid.
- Gray Construction Services, Inc., did not appear on the U.S. Department of Labor's H-1B Debarred/Disqualified List of Employers or on the Willful Violators List.
- The Office of Safety and Health Administration (OSHA) for safety violations did not report any cases within the past five (5) years associated with Gray Construction Services, Inc.
- Gray Construction Services, Inc., has been a licensed business within the State of Florida since 2001 and has successful experience with similar projects.

A Bid Tabulation showing the bids received is enclosed for your review. Gray Construction Services is the low bidder on the Base Bid alone, as well as with the addition of any combination of Alternates 1, 2, 3 and 4.

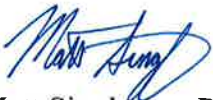
Passero recommends that the Base Bid plus Alternate 2 (Mezzanine) be awarded to Gray Construction Services, Inc., in the total amount of Three Million Five Hundred Thirty-Nine Thousand Six Hundred Eighty-Nine Dollars and Zero Cents (\$3,539,689.00), contingent upon FAA funding.

A copy of the Contract Agreement and Notice of Award based on this recommendation are enclosed for your use and review.

We have also enclosed for your consideration and approval, the Passero Associates, LLC, Work Order 23-23R for Construction Administration, Periodic Construction Observation, and Grants Administration Assistance, in the amount of two hundred fifty thousand dollars and zero cents. (\$250,000.00).

If you have any questions or require additional information, please contact me.

Respectfully Submitted,



Matt Singletary, P.E.
Project Manager

attach: Bid Tabulation
Contract Agreement & Notice of Award

BID OPENING SUMMARY (July 18, 2023, 11:00 AM) (Pending Verification)

Airport Terminal Building
Williston Municipal Airport
PA Project No. 20090041.023A

BID No.	BIDDER COMPANY NAME	BASE BID	ALTERNATE #1 (GENERATOR)	ALTERNATE #2 (MEZZANINE)	ALTERNATE #3 (PORTE-COCHERE)	ALTERNATE #4 (MILL & OVERLAY)	BID PRICE TOTAL (BASE BID PLUS ALL ALTERNATES)
1	Oelrich Construction	\$3,663,551.00	\$119,302.00	\$260,500.00	\$170,049.00	\$79,049.00	\$4,292,451.00
2	Scherrer Construction	\$4,098,322.00	\$150,942.00	\$253,587.00	\$133,876.00	\$77,880.00	\$4,714,607.00
3	Gray Construction	\$3,361,820.00	\$104,542.00	\$177,869.00	\$122,126.00	\$95,593.00	\$3,861,950.00
4							
5							
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BID TABULATION

UNIT PRICE SITE WORK ITEMS								
ITEM #	DESCRIPTION	QUANTITY / UNIT	Oelrich		Scherer		Gray (Low Bid)	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
C-100-6.1	CONTRACTOR QUALITY CONTROL PROGRAM	1 LS	\$25,000.00	\$25,000.00	\$28,000.00	\$28,000.00	\$20,000.00	\$20,000.00
C-102-5.1	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, & SILTATION CONTROL	1 LS	\$16,537.00	\$16,537.00	\$18,521.44	\$18,521.44	\$7,900.00	\$7,900.00
C-105-6.1	MOBILIZATION	1 LS	\$99,067.00	\$99,067.00	\$110,995.04	\$110,995.04	\$50,000.00	\$50,000.00
C-106-4.1	MAINTENANCE & PROTECTION OF TRAFFIC	1 LS	\$5,418.00	\$5,418.00	\$6,068.16	\$6,068.16	\$17,500.00	\$17,500.00
C-108-6.1	PROJECT SURVEY & STAKEOUT	1 LS	\$19,740.00	\$19,740.00	\$22,108.80	\$22,108.80	\$16,000.00	\$16,000.00
C-108-6.2	AS-BUILT DRAWINGS	1 LS	\$5,000.00	\$5,000.00	\$22,534.40	\$22,534.40	\$8,500.00	\$8,500.00
P-101-5.1	PAVEMENT REMOVAL (FULL DEPTH INCLUDING BASE ROCK)	620 SY	\$16.18	\$10,031.60	\$18.12	\$11,235.39	\$12.90	\$8,000.00
P-101-5.2	PAVEMENT REMOVAL (FULL DEPTH OF BITUMINOUS LAYER ONLY)	600 SY	\$7.24	\$4,344.00	\$8.11	\$4,865.28	\$6.66	\$3,996.00
P-101-5.3	PAVEMENT MARKING REMOVAL	250 SF	\$2.00	\$500.00	\$15.00	\$3,750.00	\$26.00	\$6,500.00
P-151-4.1	CLEARING AND GRUBBING (MISCELLANEOUS DEMOLITION)	1 LS	\$19,124.00	\$19,124.00	\$21,418.88	\$21,418.88	\$3,500.00	\$3,500.00
P-151-4.2	RELOCATE MAILBOXES	1 LS	\$1,260.00	\$1,260.00	\$1,411.20	\$1,411.20	\$1,500.00	\$1,500.00
P-152-4.1	UNCLASSIFIED EXCAVATION, GENERAL	2,000 CY	\$18.26	\$36,513.86	\$20.45	\$40,902.40	\$6.50	\$13,000.00
P-152-4.2	OVEREXCAVATION FOR BUILDING FOUNDATION FOOTINGS	1,200 CY	\$27.33	\$32,796.72	\$30.61	\$36,731.52	\$12.50	\$15,000.00
P-152-4.3	EMBANKMENT IN PLACE, GENERAL	1,750 CY	\$15.40	\$26,950.00	\$17.25	\$30,184.00	\$10.29	\$18,000.00
P-152-4.4	EMBANKMENT IN PLACE, REPLACEMENT SOIL FOR BUILDING FOUNDATION FOOTINGS	1,200 CY	\$30.00	\$36,000.00	\$33.60	\$40,320.00	\$18.50	\$22,200.00
P-160-6.1	FDOT TYPE B SUBGRADE STABILIZATION (12-INCH, LBR 40)	2,000 SY	\$14.67	\$29,340.00	\$16.43	\$32,860.80	\$3.00	\$6,000.00
P-200-4.1	FDOT 8-INCH ROCK BASE	1,900 SY	\$18.07	\$34,333.00	\$20.24	\$38,452.96	\$9.85	\$18,715.00
P-210-9.1	REWORKING LIMEROCK BASE	600 SY	\$11.40	\$6,840.00	\$12.77	\$7,660.80	\$12.50	\$7,500.00
P-210-9.2	LIMEROCK, NEW MATERIAL (COMPACTED IN PLACE) FOR REWORKING LIMEROCK BASE	100 CY	\$100.45	\$10,045.00	\$112.50	\$11,250.40	\$25.00	\$2,500.00
P-334-1	FDOT 2.5-INCH SP-12.5MM TL-C SUPERPAVE ASPHALT CONCRETE SURFACE COURSE	380 TON	\$183.75	\$69,825.00	\$205.80	\$78,204.00	\$160.00	\$60,800.00
P-602-5.1	EMULSIFIED ASPHALT PRIME COAT	570 GAL	\$2.50	\$1,425.00	\$2.80	\$1,596.00	\$7.00	\$3,990.00
D-701-5.1	12-INCH X 18-INCH CLASS III ELLIPTICAL RCP STORM SEWER	108 LF	\$230.18	\$24,859.44	\$257.80	\$27,842.57	\$83.33	\$9,000.00
D-701-5.2	14-INCH X 23-INCH CLASS III ELLIPTICAL RCP STORM SEWER	104 LF	\$276.26	\$28,731.04	\$309.41	\$32,178.76	\$101.92	\$10,600.00
D-701-5.3	6-INCH SCH. 80 PVC STORM SEWER ROOF LEADERS INCLUDING CLEANOUTS	150 LF	\$136.30	\$20,445.00	\$152.66	\$22,898.40	\$40.00	\$6,000.00
D-751-5.1	FDOT DITCH BOTTOM INLET - TYPE F	2 EA	\$9,290.00	\$18,580.00	\$10,404.80	\$20,809.60	\$1,500.00	\$3,000.00
D-751-5.2	FDOT U-TYPE ENDWALL WITH BAFFLES	1 EA	\$6,755.00	\$6,755.00	\$7,565.60	\$7,565.60	\$3,500.00	\$3,500.00
F-162-5.1	CHAIN-LINK FENCE	125 LF	\$72.00	\$9,000.00	\$149.20	\$18,650.00	\$133.22	\$16,652.00
T-901-5.1	SEEDING (WET APPLICATION)	1 AC	\$11,457.00	\$11,457.00	\$12,831.84	\$12,831.84	\$12,000.00	\$12,000.00
T-904-5.1	SODDING	2,000 SY	\$4.74	\$9,480.00	\$5.31	\$10,617.60	\$6.75	\$13,500.00
T-905-5.1	TOPSOIL	300 CY	\$32.40	\$9,720.00	\$36.29	\$10,886.40	\$26.67	\$8,000.00
T-910	LANDSCAPING, COMPLETE, INCLUDING TREES, SHRUBS, GRAVEL & GEOTEXTILE ROOT BARRIER	1 LS	\$30,000.00	\$30,000.00	\$52,470.88	\$52,470.88	\$14,400.00	\$14,400.00
428	POTABLE WATER SERVICE, COMPLETE	1 LS	\$33,870.00	\$33,870.00	\$37,934.40	\$37,934.40	\$35,000.00	\$35,000.00
429	SANITARY SEWER SERVICE, COMPLETE	1 LS	\$20,996.00	\$20,996.00	\$23,515.52	\$23,515.52	\$25,000.00	\$25,000.00
520-1	FDOT TYPE D CONCRETE CURB	120 LF	\$37.50	\$4,500.00	\$42.00	\$5,040.00	\$28.50	\$3,420.00
520-2	FDOT CONCRETE TRAFFIC SEPARATOR, TYPE IV, OPTION 1, 4-FEET WIDE	109 LF	\$61.77	\$6,732.93	\$69.18	\$7,540.88	\$135.00	\$14,715.00
521-1	CONCRETE PARKING WHEEL STOPS	29 EA	\$100.00	\$2,900.00	\$1,680.00	\$48,720.00	\$155.00	\$4,495.00
522-1	4-INCH CONCRETE SIDEWALK INCLUDING INTEGRAL CURB, CURB RAMPS, & DETECTABLE WARNINGS	200 SY	\$110.18	\$22,036.00	\$123.40	\$24,680.32	\$70.00	\$14,000.00
522-2	6-INCH CONCRETE DRIVEWAY	17 SY	\$101.25	\$1,721.25	\$113.40	\$1,927.80	\$75.00	\$1,275.00
630-1	(4) 2-INCH SPARE PVC SCHEDULE 40 CONDUIT INSTALLED IN TRENCH	1 LS	\$1,792.20	\$1,792.20	\$16,800.00	\$16,800.00	\$1,792.00	\$1,792.00
635-1	PRECAST POLYMER CONCRETE PULLBOX	3 EA	\$1,074.00	\$3,222.00	\$448.00	\$1,344.00	\$1,074.00	\$3,222.00
636-1	PRIMARY ELECTRIC FEEDER & TRANSFORMER PER CFEC REQUIREMENTS	1 LS	\$7,010.00	\$7,010.00	\$5,600.00	\$5,600.00	\$7,010.00	\$7,010.00

BID TABULATION

Bid Opening: July 18, 2023

UNIT PRICE SITE WORK ITEMS (CONTINUED)								
ITEM #	DESCRIPTION	QUANTITY/ UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
636-2	SITE LIGHTING, COMPLETE, INCLUDING ELECTRICAL CIRCUIT	1 LS	\$44,125.00	\$44,125.00	\$25,032.00	\$25,032.00	\$44,125.00	\$44,125.00
700-1	SINGLE COLUMN GROUND SIGN ASSEMBLY	7 EA	\$2,500.00	\$17,050.00	\$2,800.00	\$19,600.00	\$1,071.43	\$7,500.00
710-5.1	PAINTED PAVEMENT MARKINGS	1,500 SF	\$3.00	\$4,500.00	\$3.00	\$4,500.00	\$5.00	\$7,500.00
711-4.1	FLAG POLE ASSEMBLY, COMPLETE, INCLUDING FOUNDATION	1 LS	\$7,388.00	\$7,388.00	\$7,840.00	\$7,840.00	\$10,000.00	\$10,000.00
SUBTOTAL SITEWORK			Oelrich	\$836,961.04	Scherer	\$1,015,898.04	Gray (Low Bid)	\$586,807.00

UNIT PRICE MISCELLANEOUS BUILDING ITEMS								
ITEM #	DESCRIPTION	QUANTITY/ UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
MISC-1	BUILDING FOUNDATION, COMPLETE	1 LS	\$112,218.00	\$112,218.00	\$109,267.20	\$109,267.20	\$118,000.00	\$118,000.00
MISC-2	ROOF SYSTEM COMPLETE (METAL ROOFING, UNDERLAYMENT, AND INSULATION FOR COMPLETE ROOF SYSTEM, DOES NOT INCLUDE STRUCTURAL SUBSTRATE)	1 LS	\$253,545.00	\$253,545.00	\$302,064.00	\$302,064.00	\$204,700.00	\$204,700.00
MISC-3	MASONRY (CONSISTING OF STRUCTURAL CMU, COMPLETE; DOES NOT INCLUDE ADHERED MASONRY SYSTEMS)	1 LS	\$169,960.00	\$169,960.00	\$215,299.84	\$215,299.84	\$138,600.00	\$138,600.00
SUBTOTAL MISCELLANEOUS UNIT PRICE BUILDING ITEMS			Oelrich	\$535,723.00	Scherer	\$626,631.04	Gray (Low Bid)	\$461,300.00

SUBTOTAL ALL UNIT PRICE ITEMS (SITE WORK PLUS MISCELLANEOUS UNIT PRICE BUILDING ITEMS)			Oelrich	\$1,372,684.04	Scherer	\$1,642,529.08	Gray (Low Bid)	\$1,048,107.00
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ALTERNATES								
ITEM #	DESCRIPTION	QUANTITY/ UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ALT. 1	GENERATOR, 150KW	1 LS	\$119,302.00	\$119,302.00	\$150,942.00	\$150,942.00	\$104,542.00	\$104,542.00
ALT. 2	MEZZANINE, STAIR, LIFT	1 LS	\$260,500.00	\$260,500.00	\$253,587.00	\$253,587.00	\$177,869.00	\$177,869.00
ALT. 3	PORTE-COCHERE	1 LS	\$170,049.00	\$170,049.00	\$133,876.00	\$133,876.00	\$122,126.00	\$122,126.00
ALT. 4	MILL, TACK & OVERLAY ASPHALT	1 LS	\$79,049.00	\$79,049.00	\$77,880.00	\$77,880.00	\$95,593.00	\$95,593.00
SUBTOTAL ALL ALTERNATES			Oelrich	\$628,900.00	Scherer	\$616,285.00	Gray (Low Bid)	\$500,130.00

SUBTOTAL ALL UNIT PRICE ITEMS AND ALTERNATES			Oelrich	\$2,001,584.04	Scherer	\$2,258,814.08	Gray (Low Bid)	\$1,548,237.00
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SUBTOTAL REMAINDER OF BASE BID BUILDING COST			Oelrich	\$2,290,866.96	Scherer	\$2,455,792.92	Gray (Low Bid)	\$2,313,713.00
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GRAND TOTAL - BASE BID PLUS ALL ALTERNATES			Oelrich	\$4,292,451.00	Scherer	\$4,714,607.00	Gray (Low Bid)	\$3,861,950.00
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CONTRACT AGREEMENT
City of Williston

THIS AGREEMENT, made as of _____ is

BY AND BETWEEN

The OWNER: **City of Williston**
50 NW Main Street
Williston, FL 32696

And the CONTRACTOR:

(Name) **Gray Construction Services, Inc.**
(Address) **222 West Wade Street**
(City, State, Zip Code) **Trenton, FL 32693**

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at **Williston Municipal Airport** generally described as follows;

AIRPORT TERMINAL BUILDING – BASE BID AND ALTERNATE #2 (MEZZANINE) hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 - Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Bid and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are

incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

Total Contract Amount

Three Million Five Hundred Thirty-Nine Thousand Six Hundred Eighty-Nine Dollars and Zero Cents

(Amount in Written Words)

\$ 3,539,689.00

(Amount in Numerals)

Subject to the following:

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed, and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **365 calendar days** of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **\$500.00** per calendar day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Bid shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR'S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Bid shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

- a. Certification of Eligibility (29 CFR Part 5.5)
 - i. By Entering into this agreement the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR'S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - ii. No part of this agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);

iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)

The federally-assisted construction CONTRACTOR, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the agreement.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

Contractor shall indemnify and hold harmless County and all of County's elected officials, officers, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs to the extent caused by the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent or contributing), of Contractor or its officers, agents or employees in performance or non-performance of its obligations under this Agreement. Contractor recognizes this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by County in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to hold harmless and indemnify County as set forth in this provision.

Nothing herein shall be construed to extend County's liability beyond that provided in section 768.28, Fla. Statute.

Article 10 – Section 119.0701 Florida Statutes

Contractor shall comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may be amended. Failure to comply with the provisions of this subsection shall constitute a substantial failure to perform on the part of Contractor in accordance with the terms of this Agreement. Specifically, but not by way of limitation, Contractor shall:

- i Keep and maintain public records required by County to perform the service;
- ii Upon request by County's custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- iii Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the services to be provided by Contractor under this Agreement if Contractor does not transfer the records to County; and
- iv Upon completion of the services to be provided under this Agreement, transfer, at no cost, to County all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers all public records to County upon completion of the services, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the services, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

The definitions contained in Chapter 119, Florida Statutes, apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement.

For purposes of this Agreement, the term "custodian of public records" shall mean the County Coordinator of County, or his/her designee.

If contractor has questions regarding the application of chapter 119, florida statutes, to contractor's duty to provide public records

Relating to this agreement, contact the custodian of public records at:

TELEPHONE: (352) 528-3060

E-MAIL: city.clerk@willistonfl.org

MAILING ADDRESS: 50 Main Street, Williston, FL 32696

Article 11 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 12 – OWNER’S Representative

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

***Passero Associates, LLC
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095***

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

Name: City of Williston
Address: 50 NW Main Street
Williston, FL 32696

By: _____
Signature

Title of Representative
ATTEST

By: _____
Signature

Title

CONTRACTOR

Name: _____
Address: _____

By: _____
Signature

Title of Representative
ATTEST

By: _____
Signature

Title

NOTICE OF AWARD

City of Williston
50 NW Main Street
Williston, FL 32696

STATE OF FLORIDA
COUNTY OF LEVY

THIS CONTRACT AWARD made this _____ day of _____, 20____,
by the **City of Williston, Florida**, hereinafter called the OWNER,
to _____, hereinafter called the CONTRACTOR, is
for the completion of a certain project described as: **AIRPORT TERMINAL BUILDING**

for the use and benefit of the Owner as shown on the plans and described in the specifications as prepared
by:

Passero Associates, LLC
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095

Commencement of work under this contract shall begin not less than five (5) nor more than ten
(10) days after Contractor's receipt of a Notice to Proceed issued by the Owner and the project is to be
fully completed on or before **365 calendar days** after that specified date unless otherwise subsequently
agreed.

OWNER: **City of Williston, Florida**

By: _____
Printed Name

Signature

Title

Acknowledgement of Receipt of Contract Award by Contractor, _____

Printed Name

Signature

Title
Date

City of Williston



Williston Municipal Airport (X60)

Construction Administration, Periodic Observation, and Grants Administration Assistance for Airport Terminal Building

By
Passero Associates, LLC
(Passero Project No. 20090041.023R)

Supplemental Agreement 23-23R

Dated: August 1, 2023

Construction Phase Services for Airport Terminal Building

PASSERO ASSOCIATES ("PA" or "Consultant") agrees to perform the following services, in accordance with the terms and conditions of this Supplemental Agreement, including Schedule C – Federal Contract Provisions, and the Professional Services Agreement with the City of Williston (Owner or "Client") for Engineering and Consulting Services dated June 21, 2022, all which terms and conditions are incorporated herein by reference.

Project Location: Williston Municipal Airport, Williston, FL.

Project Description: Construction administration and grants administration assistance for a proposed airport terminal building. (See Attachment A - Scope of Work)

Scope of Basic Services: See Attachment A - Scope of Work (Basic Services).

Scope of Special Services: Owner material testing, MEP construction phase services.

Client Manager / Project Coordinator: Benton Stegall, Airport Manager

PA Program Manager: Brad Wentz, P.E.

PA Project Manager(s): Matt Singletary, P.E.

Basic Services Compensation and Method of Payment: Not-to-Exceed (Passero): \$ 199,575.00

Special Services Compensation and Method of Payment: Not-to-Exceed (Subconsultants): \$ 50,425.00

Total Project Cost: Not-to-Exceed: \$ 250,000.00

Schedule and Meetings: Start work immediately upon authorization of this supplemental agreement. Deliverable and Meeting schedule TBD, with client input.

Deliverables:

1. Submit building permit with City.
2. Project Meetings and presentations, as requested by the Client.

"Consultant"

Passero Associates, LLC

BY: _____

Bradley Wentz, Vice President

ATTEST BY: _____

Angela Witt, Grants/Contracts Administrator

Date: _____

8/1/2023

"Client"

City of Williston

BY: _____

Debra Jones, President, Williston City Council

ATTEST BY: _____

Latricia Wright, City Clerk

Date: _____

Schedule A - Scope of Work

Construction Phase Services for Airport Terminal Building

Williston Municipal Airport, Williston, Florida

I. Project Description

Provide Construction Administration Services for a new terminal building at the Williston Municipal Airport. The new building will generally consist of offices, conference room, pilot's lounge, maintenance shop, lobby and mezzanine observation deck totaling approximately 4,600 square feet. The project also includes site improvements generally consisting of a new asphalt pavement parking lot, concrete sidewalks, storm water retention pond expansion, new storm sewer, and utility extensions/connections to the new building (water, sanitary sewer, electrical, communications).

Construction Administration is generally an office-based task consisting of the review of submittals, shop drawings, requests for information, pay applications, etc., supported by periodic site visits (at interval defined in Basic Services, below). The total Contract Time duration is 365 calendar days.

II. Basic Services

Passero Associates (Consultant) will assist Williston Municipal Airport ("City" or "Client") with construction of an Airport Terminal Building by providing the following professional services:

A. General:

1. The Consultant shall advise and consult with the Client during the Construction Phase Services.
 - a) The Consultant shall have authority to act on behalf of the Client only to the extent provided in this Work Order.
 - b) The Consultant shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Consultant be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.
 - c) The Consultant shall be responsible for the Consultant's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or any other persons or entities performing portions of the Work.
2. The Consultant's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Consultant issues the final Certificate for Payment.
3. The Consultant shall not be responsible for Client's directive or substitution, or for the Client's acceptance of non-conforming Work, made or given without the Consultant's written approval.

B. Evaluations of the Work:

1. The Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise required, to become generally familiar with the progress and quality of the portion of Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Consultant shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. An average of one site visit per week over the 365 Calendar Day Contract Duration is included.
 - a) On the basis of site visits, the Consultant shall keep the Client reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Client.
 - (1) known deviations from the Contract Documents,
 - (2) known deviations from the most recent construction schedule submitted by the Contractor, and
 - (3) defects and deficiencies observed in the Work.
2. The Consultant has the authority to recommend rejection of the Work, by the Client, that does not conform to the Contract Documents.

- a) Whenever the Consultant considers it necessary or advisable, the Consultant shall have the authority to recommend (to the Client) inspection, testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed, or completed. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the work.
3. The Consultant shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Client or Contractor. The Consultant's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
4. Interpretations and decisions of the Consultant shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings.
 - a) When making such interpretations and decisions the Consultant shall endeavor to secure faithful performance by both the Client and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.
 - b) The Consultant's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

C. Certificates of Payment to the Contractor:

1. The Consultant shall review and certify the amounts due to the Contractor and shall issues certificates in such amounts.
 - a) The Consultant's certification for payment shall constitute a representation to the Client, based on the Consultant's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.
 - b) The foregoing representations are subject to
 - (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion,
 - (2) results of subsequent tests and inspections,
 - (3) correction of minor deviations from the Contract Documents prior to completion, and
 - (4) specific qualifications expressed by the Consultant.
2. The issuance of a Certificate for Payment shall not be a representation that the Consultant has:
 - a) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work,
 - b) reviewed construction means, methods, techniques, sequences, or procedures,
 - c) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Client to substantiate the Contractor's right for payment, or
 - d) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
3. The Consultant shall maintain a record of the Applications and Certificates for Payment.

D. Submittals:

1. The Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule.
 - a) The Consultant's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Consultant's professional judgement, to permit adequate review.
2. The Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with the information given and the design expressed in the Contract Documents.

- a) Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility.
 - b) The Consultant's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences, or procedures.
 - c) The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 3. If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy.
 - a) The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant.
 - b) The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
 - c) The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
- 4. The Consultant shall review and respond to requests for information (RFI) about the Contract Documents.
 - a) The Consultant's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Consultant shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
- 5. The Consultant shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

E. Changes in the Work:

- 1. The Consultant may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Consultant shall prepare Change Order and Construction Change Directives for the Client's approval and execution in accordance with the Contract Documents.
- 2. The Consultant shall maintain records relative to changes in the Work.

F. Project Completion:

- 1. The Consultant shall:
 - a) Conduct observations to determine the date or dates of Substantial Completion and the date of final completion;
 - b) Issue Certificates of Substantial Completion;
 - c) Forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
 - d) Issue a final Certificate for Payment based upon a final observation indicating that, to the best of the Consultant's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- 2. The Consultant's observations shall be conducted with the Client to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- 3. When Substantial Completion has been achieved, the Consultant shall inform the Client about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- 4. The Consultant shall forward to the Client the following information received from the Contractor:
 - a) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment;
 - b) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Client against liens; and

- c) any other documentation required of the Contractor under the Contract Documents.
- 5. Upon request of the Client, and prior to the expiration of one year from the date of Substantial Completion, the Consultant shall, without additional compensation, conduct a meeting with the Client to review the facility operations and performance.

G. Grants Administration Assistance:

- 1. The Consultant shall:
 - a) Assist the Client with management of the Florida Department of Transportation (FDOT) Public Transportation Grant Agreements (PTGAs), including providing updates to FDOT as requested, updating the Florida Aviation Database as required, assisting with reimbursement requests, and compiling grant closeout documents at completion of the project.
 - b) Assist the Client with management of the Federal Aviation Administration (FAA) Bipartisan Infrastructure Law (BIL) Airport Infrastructure Grants (AIG) including preparation of the Fiscal Year 2024 grant application, providing updates to FAA as requested, assisting with reimbursement requests, and compiling grant closeout documents at completion of the project.

III. Special Services

The Consultant will provide Construction Administrative services for Mechanical, Electrical and Plumbing pertaining to requests for information, shop drawings and materials submittals, and as further outlined in attached proposal by Promus.

Quality Assurance/Material Testing will be provided by Cal-Tech Testing, Inc., as outlined in the attached proposal.

Additional geotechnical borings provided by Cal-Tech Testing, Inc., to investigate geophysical investigation anomalies.

Other special services, if needed, shall be performed as approved by the Client, in writing, prior to the services being rendered.

IV. Schedule

After receiving the Notice-To-Proceed (NTP) from the City of Williston, the Consultant will immediately be available to work on the project.

V. Fee Summary

Passero Associates (PA) will complete construction administration services for the Airport Terminal Building at Williston Municipal Airport for a Not-To-Exceed fee of \$250,000 (two hundred fifty thousand dollars and zero cents), unless there is a change in scope, complexity, character or duration of the work to be performed by the Consultant.

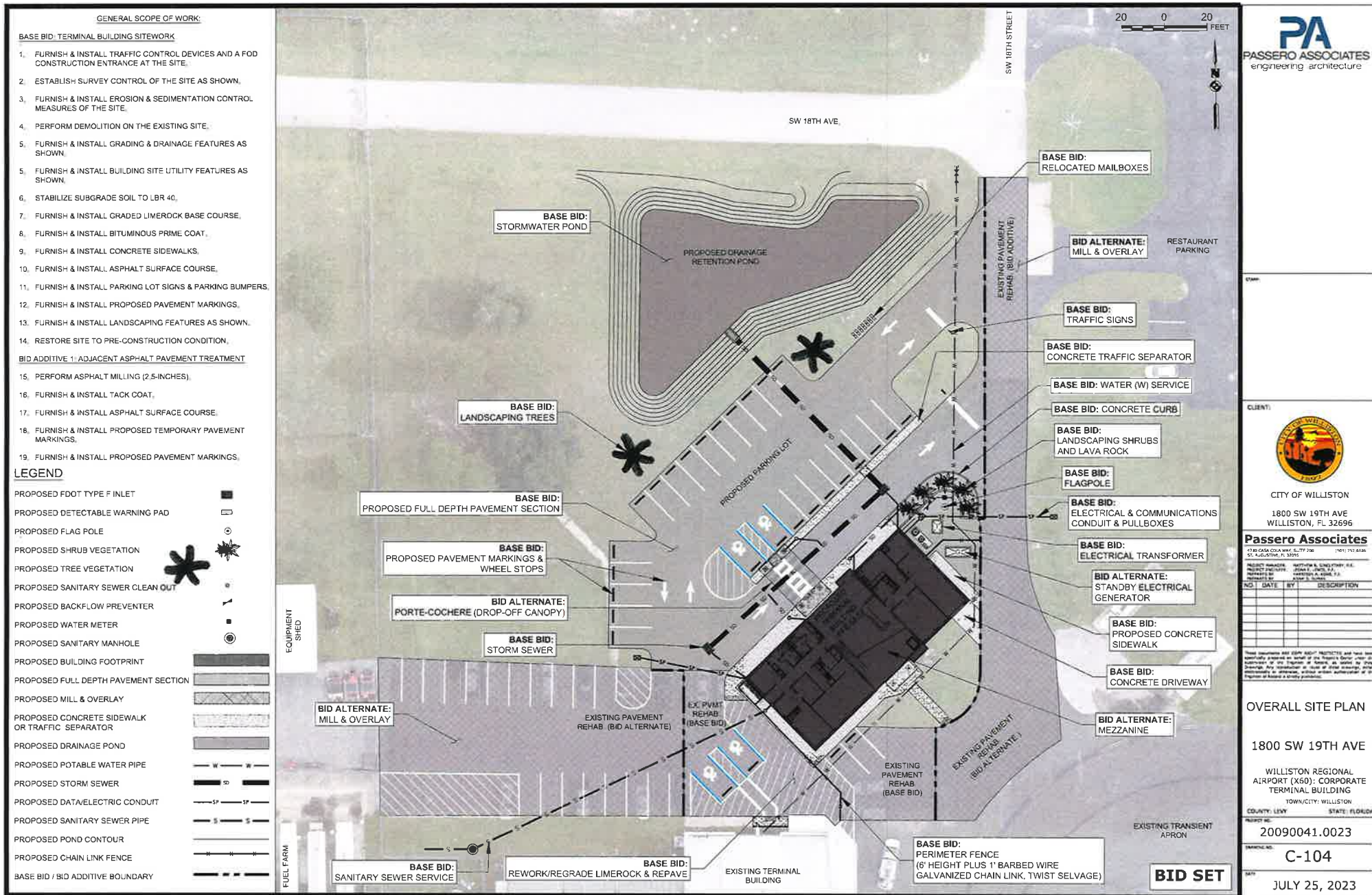
Fee Summary:

<i>Basic Services</i>		
1	Post Bidding Project Initiation	\$12,500
2	Grants Administration	\$15,000
3	Project Management (Construction Phase Services)	\$20,000
4	Construction Administration (Office-Based - Civil)	\$34,000
5	Construction Administration (Office-Based - Architectural)	\$32,600
6	Construction Administration (Office-Based - Structural)	\$3,500
7	Construction Administration (Site-Based - Civil)	\$40,000
8	Construction Administration (Site-Based - Architectural)	\$38,475
9	Construction Administration (Site-Based - Structural)	\$3,500
<i>Special Services</i>		
8	Supplemental Borings (Cal-Tech)	\$4,685
9	Owner Material Testing (Cal-Tech)	\$38,740
10	Construction Administration MEP (Promus)	\$7,000
	Total Construction Phase Services Fee	\$250,000

VI. Other Considerations and Exclusions

- Below we have listed services that are excluded from those provided in our Basic Architectural Services. If during the review process, any of these additional services are required, we will work with you to identify the associated costs.
 - Any item not explicitly outlined herein.
 - Environmental Testing and Auditing.
 - Deconstructive Investigation.
 - Special Inspections and Construction Testing. Special Inspections Services provided includes only the preparation of the initial statement of Special Inspections and Construction Testing that the project might be required to undertake.
 - Commissioning Services.
 - CAD Files and Completed Drawings, unless otherwise included.
 - Post-Construction Record Documents, unless otherwise included.
 - LEED Certification and Approval Process unless otherwise specified herein.
 - Payment of Any Utility Fees, County Health Department Fees, permit fees and/or any Other Utility Company Fees Related to Work Designed, Service Upgrades, and Reports.
- The City is responsible for providing complete and thorough data in a timely fashion as requested by the Consultant, including all necessary data from City archives. The Consultant is not responsible for data that is not provided for in the course of this Agreement.

End of Scope of Services



COUNCIL AGENDA ITEM

TOPIC: 2nd READING OF ORDINANCE NUMBER 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; REGARDING THE CITY GAS SYSTEM; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

PREPARED BY: Donald Barber, Public Works Supervisor

BACKGROUND / DESCRIPTION: Ordinance 2023-714 passed on first reading. Ordinance 2023-714 allows the City of Williston Gas department to be at the breakeven point after the transfer to the general fund. This current fiscal year the Gas department will be roughly 200k underfunded after the general fund transfer. This allows the fund to operate without a loss. It also creates a section allowing for the CPI adjustment to compact inflation and future rate hikes.

LEGAL REVIEW: YES

FISCAL IMPACTS: Yes

RECOMMENDED ACTION: Staff recommends approval of the Ordinance.

ATTACHMENTS: Ordinance 2023-714 & supporting documents

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

ORDINANCE NUMBER 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.**

WHEREAS, section 40-184 of the Code of Ordinances, City of Williston, Florida (the "Williston Code") currently provides for or otherwise sets forth certain of the gas rates and charges for the City's provision of retail gas service within its natural gas service territory, as approved by the city council of the City of Williston;

WHEREAS, the City Council hereby finds and determines that it is appropriate at this time to provide for stepped increases in the base retail rate set forth in section 40-184 over the next fiscal year to continue to provide for the revenue requirements of the City and the appropriate funding for reliable operation of the City's gas utility;

WHEREAS, this ordinance provides the authority for the City Manager to adopt and promulgate additional standards and specifications for the gas utility consistent with the Williston Code, including future changes, additions, and deletions, which must be kept on file at City Hall and subject to inspection and available for copying by any customer or other person;

WHEREAS, this ordinance relates both to the budget of the City and a revenue source necessary to fund the budget, as the City's gas utility operations are contemplated in the City's budget to provide a key source of revenue for the City; and

WHEREAS, the City Council hereby finds and determines that the adoption of this ordinance is necessary and appropriate for the procurement of future equipment and materials for the City's gas utility operations, and for ensuring the continued low cost of those gas utility operations, which are vital to promoting, enabling, and facilitating the City's provision of economic competitiveness for its residents, businesses, and visitors.

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

City of Williston
Rate and Fee Schedule

Rate Schedule. The service of the system shall be fully metered, and every user of the services of the natural gas system shall pay a monthly rate as follows:

Rates Effective October 1, 2023

Residential Customers, Inside City

Customer Charge	\$15.00 per month
Distribution Charge	\$1.5360 per CCF
Purchase Gas Cost	Determined monthly by City

Residential Customers, Outside City

Customer Charge	\$16.50 per month
Distribution Charge	\$1.6890 per CCF
Purchase Gas Cost	Determined monthly by City

Commercial Customers, Inside City

Customer Charge	\$100.00 per month
Distribution Charge	\$1.0190 per CCF
Purchase Gas Cost	Determined monthly by City

Commercial Customers, Outside City

Customer Charge	\$110.00 per month
Distribution Charge	\$1.1210 per CCF
Purchase Gas Cost	Determined monthly by City

Industrial Customers, Outside City

Customer Charge	\$250.00 per month
Distribution Charge	\$0.6500 per CCF
Purchase Gas Cost	Determined monthly by City

Large Volume Industrial Customers (over 1,000 Mcf/day)

Customer Charge	Negotiated, if applicable
Distribution Charge	Negotiated, if applicable
Purchase Gas Cost	Negotiated

Rates Effective October 1, 2024

Residential Customers, Inside City

Customer Charge	\$20.00 per month
Distribution Charge	\$1.5360 per CCF
Purchase Gas Cost	Determined monthly by City

Residential Customers, Outside City

Customer Charge	\$22.00 per month
Distribution Charge	\$1.6890 per CCF
Purchase Gas Cost	Determined monthly by City

Commercial Customers, Inside City

Customer Charge	\$155.00 per month
Distribution Charge	\$1.0190 per CCF
Purchase Gas Cost	Determined monthly by City

Commercial Customers, Outside City

Customer Charge	\$170.50 per month
Distribution Charge	\$1.1210 per CCF
Purchase Gas Cost	Determined monthly by City

Rates Effective December 1, 2024

Industrial Customers, Outside City

Customer Charge	\$375.00 per month
Distribution Charge	\$0.6500 per CCF
Purchase Gas Cost	Determined monthly by City

Large Volume Industrial Customers (over 1,000 Mcf/day)

Customer Charge	Negotiated, if applicable
Distribution Charge	Negotiated, if applicable
Purchase Gas Cost	Negotiated

Rates Effective Decemeber 1, 2025

All Residential and Commercial rates are to be determined.

Industrial Customers, Outside City

Customer Charge	\$475.00 per month
Distribution Charge	\$0.6500 per CCF
Purchase Gas Cost	Determined monthly by City

Large Volume Industrial Customers (over 1,000 Mcf/day)

Customer Charge	Negotiated, if applicable
Distribution Charge	Negotiated, if applicable
Purchase Gas Cost	Negotiated

Rates Effective December 1, 2026

All Residential and Commercial rates are to be determined.

Industrial Customers, Outside City

Customer Charge	\$600.00 per month
Distribution Charge	\$0.6500 per CCF
Purchase Gas Cost	Determined monthly by City

Large Volume Industrial Customers (over 1,000 Mcf/day)

Customer Charge	Negotiated, if applicable
Distribution Charge	Negotiated, if applicable
Purchase Gas Cost	Negotiated

Rates Effective December 1, 2027

All Residential and Commercial rates are to be determined.

Industrial Customers, Outside City

Customer Charge	\$700.00 per month
Distribution Charge	\$0.6500 per CCF
Purchase Gas Cost	Determined monthly by City

Large Volume Industrial Customers (over 1,000 Mcf/day)

Customer Charge	Negotiated, if applicable
-----------------	---------------------------

Distribution Charge
Purchase Gas Cost

Negotiated, if applicable
Negotiated

Rates Effective December 1, 2028

All Residential and Commercial rates are to be determined.

Industrial Customers, Outside City

Customer Charge	\$850.00 per month
Distribution Charge	\$0.6500 per CCF
Purchase Gas Cost	Determined monthly by City

Large Volume Industrial Customers (over 1,000 Mcf/day)

Customer Charge	Negotiated, if applicable
Distribution Charge	Negotiated, if applicable
Purchase Gas Cost	Negotiated

Rates Effective December 1, 2029

All Residential and Commercial rates are to be determined.

Industrial Customers, Outside City

Customer Charge	\$1,000.00 per month
Distribution Charge	\$0.6500 per CCF
Purchase Gas Cost	Determined monthly by City

Large Volume Industrial Customers (over 1,000 Mcf/day)

Customer Charge	Negotiated, if applicable
Distribution Charge	Negotiated, if applicable
Purchase Gas Cost	Negotiated

Fee Schedule. The following fees shall apply:

Deposits:

Residential	\$100.00
Commercial	\$500.00
Industrial	To be determined by City

Service Lines:

Residential (over 75 feet)	\$5.00 per foot
Non-Residential (over 150 feet)	\$10.00 per foot

Unauthorized Connections: \$250

Meter Bypass Servicing: \$100

Stop Lock Repairs: \$75

Excess Flow Valve Tag Repairs: \$200

Meter Tampering: \$500

Meter Testing Charge: \$75

Meter Turn-on Charge (meter is off)*:

Residential	\$50
Non-Residential	\$100

Account Opening Charge (meter is on)*:

Residential	\$25
Non-Residential	\$50

Failed Trip Charge (customer does not keep appointment):

Residential	\$25
Non-Residential	\$50

Late Payment Charge:

Residential	> 5% of bill amount or \$10
Non-Residential	> 5% of bill amount or \$25

* If performed after normal business hours, the charge is 1.5 times the standard charge.

Adjustment to Rates. For Inside and Outside Residential and Commercial Customers, the Natural Gas Rates (Customer Charge and Distribution Charge) may be automatically adjusted in October of each year based on the Consumer Price Index (CPI), as determined by utilizing the July 1 through June 30 annual data.

For Inside and Outside Industrial Customers, only the Natural Gas Distribution Rate may be automatically adjusted in October of each year based on the Consumer Price Index (CPI), as determined by utilizing the July 1 through June 30 annual data.

PASSED AND ADOPTED this ____ day of _____, 2023, on second reading
by a vote of _____.

Attest:

CITY COUNCIL OF THE
CITY OF WILLISTON, FLORIDA

Latricia Wright
City Clerk

Debra Jones
President, City Council

Approved as to legal form and content:

Kiersten Ballou
City Attorney

Charles Goodman, Mayor

August 8, 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.

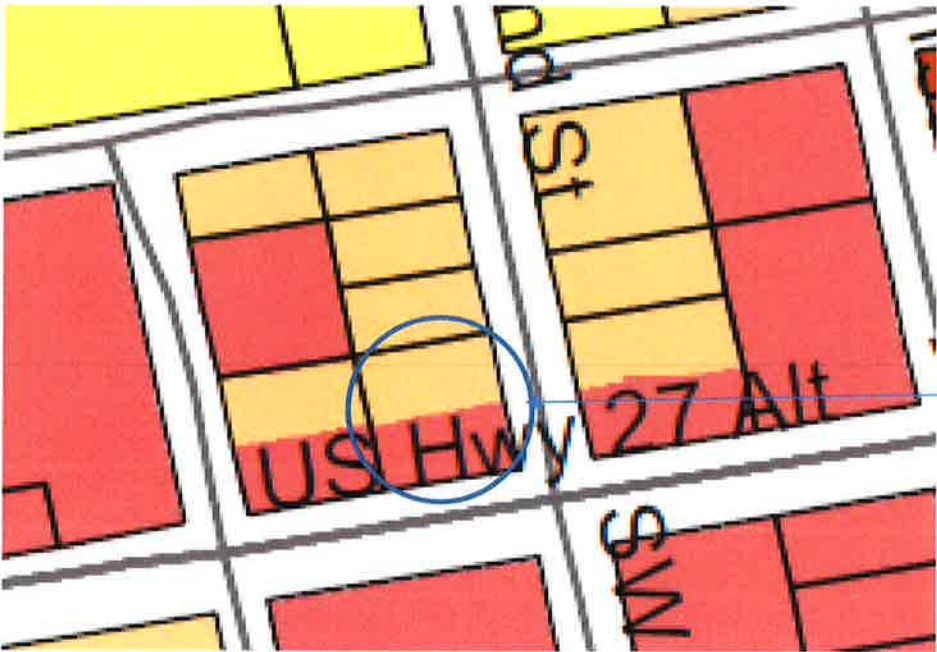
ATTACHMENTS: Application and Ordinance 2023-716

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

August 8, 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 18th DAY OF JULY 2023.

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

ATTEST:

CITY OF WILLISTON

LATRICIA WRIGHT
CITY CLERK

DEBRA JONES
PRESIDENT, CITY COUNCIL

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


 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 <small>*The legal description shown here may be condensed, a full legal description should be obtained from a recorded deed for legal purposes.</small>
Property Use Code	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

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
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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

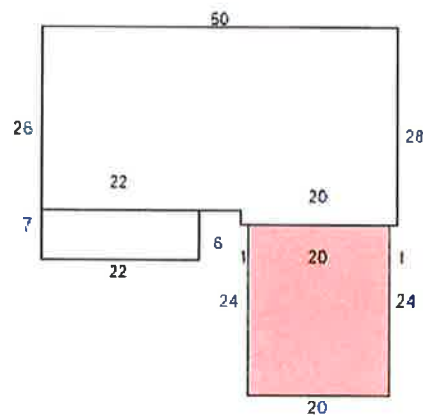
Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
RESTAURANT	110	0	13860	SQ	\$55,440

Sales

Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
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	939	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.

August 8, 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.

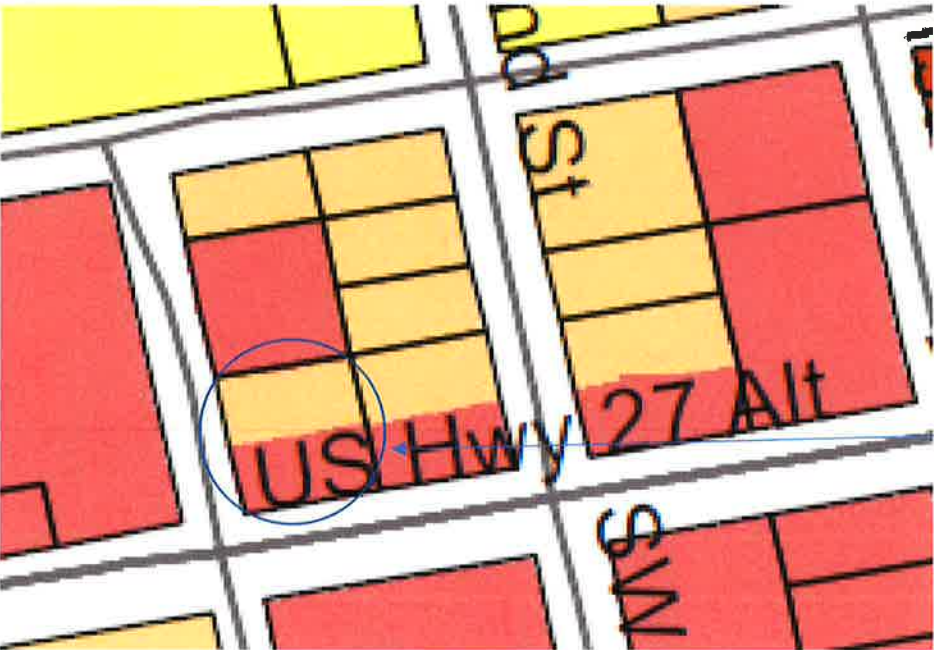
ATTACHMENTS: Application and Ordinance 2023-717

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

August 8, 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 18th DAY OF JULY 2023.

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

ATTEST:

CITY OF WILLISTON

LATRICIA WRIGHT
CITY CLERK

DEBRA JONES
PRESIDENT, CITY COUNCIL

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, which appears 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)

- ☐ 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):

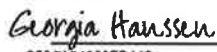
a. Rezoning without land use map amendment	\$ 720.00	Paid by the Buyer
b. Rezoning and small scale land use map amendment	\$ 720.00	
c. Rezoning and large scale land use map amendment	\$2,500.00	

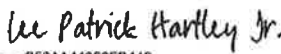
Application will be considered incomplete unless all information is completed and provided.

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:

 CS2AA44960FB442
 Signature

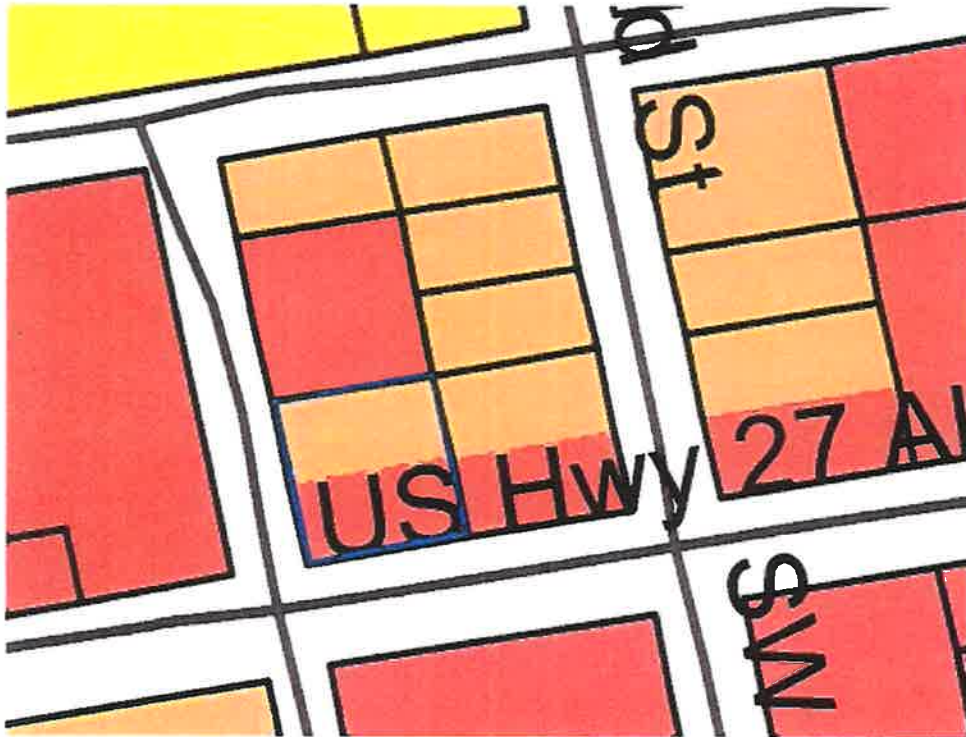
DocuSigned by:

 CS2AA44960FB442

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