

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

DATE: TUESDAY, OCTOBER 3, 2023  
TIME: 6:00 P.M.  
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Charles Goodman  
Council President Debra Jones  
Vice-President 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 - PROCLAMATION: DECLARING OCTOBER 26, 2023, AS "CENTRAL FLORIDA COMMUNITY ACTION AGENCY DAY". MAYOR GOODMAN.

ITEM – 3 – MAYORS STUDENT OF THE MONTH. Lusvin Rodriguez Merida, 12th Grade Williston Middle-High School, Everest Martel 1st Grade, Joyce Bullock Elementary. (pp 4-5)

ITEM – 4 – PUBLIC PARTICIPATION

ITEM – 5 – CONSENT AGENDA – (pp 5-9)

- Council minutes from September 19, 2023

ITEM – 6 – UPDATES

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD
- STAFF
- COUNCIL
- MAYOR

ITEM – 7 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: REQUEST TO RELOCATE EASEMENT FROM N.W.7TH STREET TO LOT 24, OAK HAMMOCK SUBDIVISION. ATTORNEY NORM FUGATE. (pp 10-20)

CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

- B. DISCUSSION WITH POSSIBLE ACTION: LIEN ON WAYMAR, INC. PROPERTY LOCATED AT 811 E. NOBLE AVE. RAINY JACKSON. (pp 21-24)
- C. RESOLUTION 2023-84: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LAND LEASE AGREEMENT FOR VACANT LAND BETWEEN BLUE GROTTA RANCH AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT WITH A LEGAL DESCRIPTION AS OUTLINED IN THE ATTACHED LAND LEASE AGREEMENT; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 25-40)
- D. A RESOLUTION 2023-85: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LEASE EXTENSION AND AMENDMENT BETWEEN CYPRESS AIRCRAFT SALES, LLC, AND THE CITY OF WILLISTON; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LEASE EXTENSION AND AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 41-46)
- E. RESOLUTION 2023-86: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING CITY STAFF TO ARRANGE FOR NECESSARY WORK TO BE COMPLETED ON THE PROPERTY LOCATED AT 5 NE MAIN STREET TO BRING PROPERTY INTO COMPLIANCE WITH CITY CODE AND MAKE SAME SAFE AND STRUCTURALLY SOUND; DICTATING THAT THE COST OF SUCH WORK BE ASSESSED AGAINST THE PROPERTY OWNER VIA CODE ENFORCEMENT LIEN PER FLORIDA STATUE; AUTHORIZING THE CITY COUNCIL PRESIDENT AND CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO FACILITATE SAME; AND PROVIDING AN EFFECTIVE DATE. CITY MANAGER TERRY BOVAIRD. (pp 47-50)
- F. RESOLUTION 2023-87: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE CITY OF WILLISTON MUNICIPAL ELECTION ADMINISTRATION AGREEMENT BETWEEN THE CITY OF WILLISTON AND THE LEVY COUNTY SUPERVISOR OF ELECTIONS; AUTHORIZING THE APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE. CITY CLERK LATRICIA WRIGHT. (pp 51-57)

ITEM – 8 – PUBLIC PARTICIPATION

ITEM - 9 - ANNOUNCEMENTS

ITEM – 10 – ADJOURNMENT

CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

**NEXT SCHEDULED COUNCIL MEETING OCTOBER 17, 2023, AT 6:00 P.M.**

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

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

Meeting ID: 069017976

One tap to join audio only from a smartphone:

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

Or dial:

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

Access Code / Meeting ID: 069017976

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

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

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

Council Meeting Procedures for members of the Public

1. All cell phones to be turned off when entering the Council Chambers.
2. Once the audience has taken their seat and the meeting begins, there will be no talking between audience members during the course of the Council meeting. If anyone continues to talk within the audience and is called down 3 times during the course of the meeting, on the third time that person will be escorted out of the Council meeting;
3. The audience must be recognized by the President before being allowed to address the Council;
4. The member of the audience that is recognized will proceed to the podium, state their name for the benefit of the City Clerk, prior to offering comments on a given matter.
5. The audience member will be limited to not more than 5 minutes to speak based on Resolution 2012-07;
6. There will be no personal attacks made by any member in the audience toward a sitting Council member and no personal attacks made by any Council member toward a member of the audience;
7. There will be no conversation between a member of the audience that has been recognized and any other member of the audience when speaking while at the podium;
8. If an audience member wants to speak more than the allotted 5 minutes allowed then that person should make a request to City Hall so that the item may be placed on the agenda.

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.

**Date: 10/03/2023**

**COUNCIL AGENDA ITEM**

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**TOPIC: MAYORS STUDENT OF THE MONTH**

**REQUESTED BY: MAYOR GOODMAN**

**PREPARED BY: CITY CLERK LATRICIA WRIGHT**

**BACKGROUND / DESCRIPTION:** Lusvin Rodriguez Merida 12th Grade, Williston Middle-High School, Everest Martel 1st Grade, Joyce Bullock Elementary.

**ATTACHMENTS: Narrative**

**COMMISSION ACTION:**

☐ **APPROVED**

☐ **DISAPPROVED**

**Williston Middle-High School:**

**Lusvin Rodriguez Merida**

**Parent(s):**

**12th Grade**

**Juana Rodriguez**

**Nominated by: Scarlett McGowan who made the following comments:**

Lusvin is hard working, conscientious, polite, and positive! The list goes on and on! Lusvin works very hard in class. Lusvin is always willing to help. He is very deserving of recognition for his character and work ethic!

**Joyce Bullock Elementary School:**

**Everest Martel**

**Parent(s):**

**1st Grade**

**Matthew Martel**

**Nominated by: Mrs. Graham who made the following comments:**

I have been lucky enough to teach Everest for kindergarten and now I get the opportunity to teach her again but, this time in first grade! I have witnessed her grow academically and socially. She loves reading and is a rockstar in math. Everest has always been kindhearted, selfless, and caring! I love how Everest is so observant - she always knows how to make people smile. Every day she greets me with a beautiful drawing. My days are better because of her! She is resilient and I can't wait to see all that she accomplishes! I love you Everest Jade!

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

DATE: TUESDAY, SEPTEMBER 19, 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 - absent

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

Motion to approve agenda by Vice-President Robinson. Seconded by Councilmember Bullock.  
Motion carried 4-0.

ITEM – 2 – PUBLIC PARTICIPATION - None

ITEM – 3 – CONSENT AGENDA – Motion to approve Consent Agenda by Councilmember Bullock. Seconded by Vice-President Robinson. Motion carried 4-0.

- Council minutes from September 5, 2023

ITEM – 4 – UPDATES

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD - update on Golf Cart signs.
- STAFF - Chief Rolls read "Thank you" letter for Joyce Bullock Elementary. Update on speeding citations and warning. Fire Chief Lamar Stegall update on Bronson new Fire Chief.
- COUNCIL - None
- MAYOR - None

ITEM – 5 – NEW BUSINESS –

- A. RESOLUTION 2023-71: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, AUTHORIZING THE ACCEPTANCE OF THE STATE FISCAL YEAR 2023-2024 COMPETITIVE FLORIDA PARTNERSHIP GRANT

CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

AWARDED BY THE FLORIDA DEPARTMENT OF COMMERCE. CITY PLANNER LAURA JONES. - Motion to approve Resolution 2023-71 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 4-0.

- B. RESOLUTION 2023-72: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON AUTHORIZING JBPRO TO ASSIST THE CITY OF WILLISTON WITH CREATING AN ECONOMIC DEVELOPMENT IMPLEMENTATION STRATEGY FOR THE DOWNTOWN AND SURROUNDING NEIGHBORS AND COMMERCIAL AREAS. CITY PLANNER LAURA JONES. Motion to approve Resolution 2023-72 by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 4-0.
- C. RESOLUTION 2023-73: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE PASSERO ASSOCIATES SUPPLEMENTAL AGREEMENT 23-25 REGARDING THE TAXIWAY G. REALIGNMENT PROJECT; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SAME ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. - Motion to approve Resolution 2023-73 by Councilmember Bullock. Seconded by Councilmember Cox. Motion carried 4-0.
- D. RESOLUTION 2023-74: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE GRANT AGREEMENT FOR BIPARTISAN INFRASTRUCTURE BILL AIRPORT INFRASTRUCTURE GRANT PROJECT NUMBER 3-12-0087-025-2023 REGARDING THE WILLISTON MUNICIPAL AIRPORT - CONSTRUCTION OF NEW TERMINAL BUILDING (SITE WORK PHASE 1); AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. - Motion to approve Resolution 2023-74 by Councilmember Bullock. Seconded by Councilmember Cox. Motion carried 4-0.
- E. RESOLUTION 2023-75: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE AMENDMENT TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT FOR FINANCIAL PROJECT NUMBER 442505-1-94-23 REGARDING THE WILLISTON MUNICIPAL AIRPORT - DESIGN AND CONSTRUCTION OF NEW GENERAL AVIATION TERMINAL BUILDING AT WILLISTON MUNICIPAL AIRPORT - ADDING ADDITIONAL FUNDING; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AMENDMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. -Motion to approve



CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

Resolution 2023- by Vice-President Robinson. Seconded by Councilmember Cox.  
Motion carried 4-0.

- F. RESOLUTION 2023-76: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ELECTING TO AWARD THE HERBICIDE PROJECT AT THE WILLISTON MUNICIPAL AIRPORT (PART OF THE REFORESTATION PROJECT) TO MACLAREN FARMS, LLC DBA MACLAREN AGRIFORESTRY AND AUTHORIZING STAFF TO NEGOTIATE A FULL CONTRACT RELATED TO SAME; 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. - Motion to approve Resolution 2023-76 with the City of Williston added on as an additional insure by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 4-0.
- G. RESOLUTION 2023-77: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON CITY MANAGER TO PURCHASE NEEDED FLEET VEHICLES FOR CONTINUED SERVICE AND COMPLIANCE FOR THE UTILITIES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE. CITY MANAGER TERRY BOVAIRD. - Motion to approve Resolution 2023- 2023-77 by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 4-0.
- H. RESOLUTION 2023-78: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON CITY MANAGER TO PURCHASE NEEDED ELECTRIC SUPPLIES AND MATERIALS FOR CONTINUED SERVICE AND GROWTH FOR THE UTILITIES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER. - Motion to approve Resolution 2023-78 by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 4-0.
- I. RESOLUTION 2023-79: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON TO ACCEPT THE FLORIDA DEPARTMENT OF TRANSPORTATION 2023-2024 STREET LIGHTING CONTRACT FOR CONTINUED SERVICE; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER. - Motion to approve Resolution 2023-79 by Councilmember Cox. Seconded by Councilmember Bullock. Motion carried 4-0.
- J. DISCUSSION WITH POSSIBLE ACTION: OMIT ONE SEGMENT OF PUBLIC PARTICIPATION FROM AGENDA. VICE-PRESIDENT ROBINSON. - Consensus by Council not to remove second "Public Participation".



CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

ITEM – 6 – PUBLIC PARTICIPATION - Bob Schmidt concerned about Code Enforcement rules.

ITEM - 7 - ANNOUNCEMENTS - Water leak on 8th Street.

ITEM – 8 – ADJOURNMENT - Motion to adjourn at 7:28 by Councilmember Bullock.  
Seconded by Councilmember Cox. Motion carried 4-0.

**Date: 10/03/2023**

**COUNCIL AGENDA ITEM**

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**TOPIC: DISCUSSION WITH POSSIBLE ACTION: REQUEST TO RELOCATE  
EASEMENT FROM N.W. 7TH STREET TO LOT 24, OAK HAMMOCK SUBDIVISION.**

**REQUESTED BY: ATTORNEY NORM FUGATE  
PREPARED BY: ATTORNEY NORM FUGATE**

**BACKGROUND / DESCRIPTION: RELOCATE CITY EASEMENT FROM N.W. 7TH  
STREET TO LOT 24, OAK HAMMOCK SUBDIVISION.**

**LEGAL REVIEW: NO**

**FISCAL IMPACTS: NO FISCAL IMPACT**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

**COMMISSION ACTION:**

**\_\_\_\_\_ APPROVED**

**\_\_\_\_\_ DISAPPROVED**

## REQUEST TO RELOCATE EASEMENT

**Applicant:** Stonehedge Farm South, Inc.

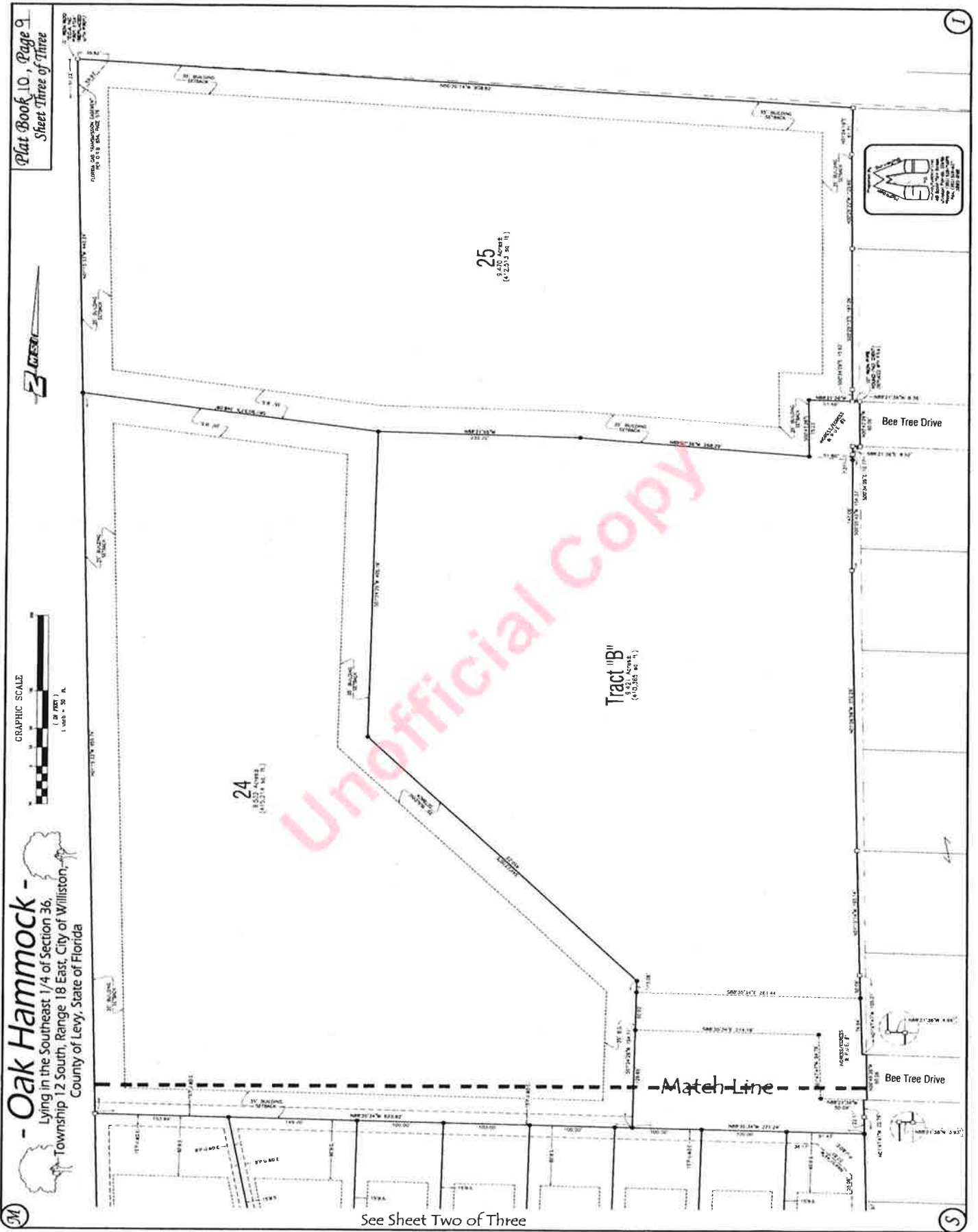
**Subject property:** Easement from N.W. 7<sup>th</sup> Street to Lot 24, Oak Hammock Subdivision.

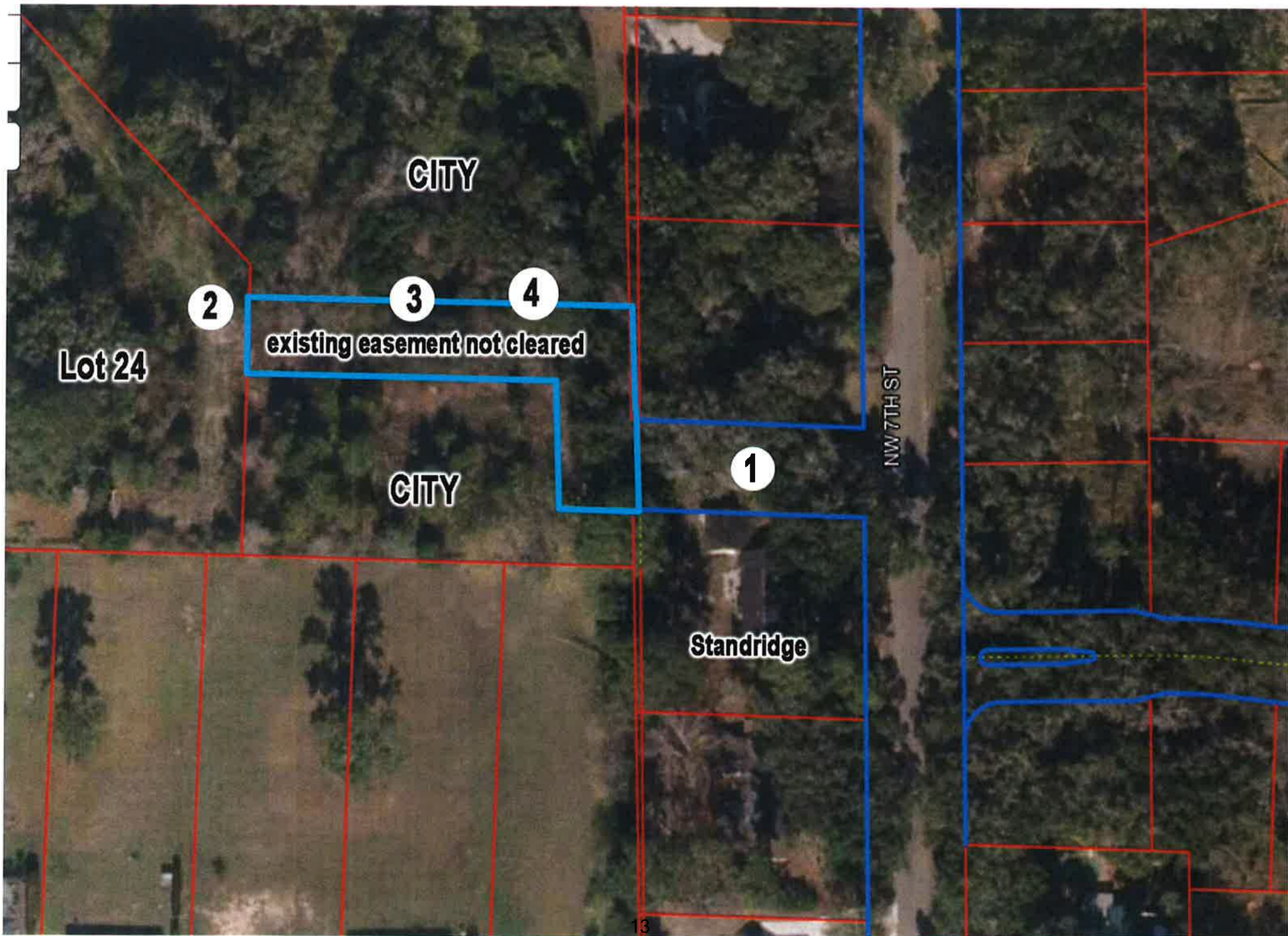
**Background:** Oak Hammock Subdivision was developed in 2004 by Perkins State Bank. The developer's rights have been assigned and are now held by Stonehedge Farm South, Inc.

The subdivision consisted of 25 total lots, 23 smaller lots ranging from .4 acres to 1.5 acres, and two larger lots of 9.5 acres each, designated as Lots 24 & 25. The two larger lots were designed for possible future re-platting into smaller lots. The plat also included the dedication to the City of a 9.42 acre parcel for drainage retention purposes, designated as "Tract B" on the plat.

The Plat also set forth a 50 foot easement across Tract B, to provide ingress and egress to Lot 24 by connecting to Bee Tree Drive and NW 7<sup>th</sup> Street. Lot 24 remains undeveloped. The ingress and egress easement has never been opened for passage.

The developer is requesting that the City relocate the 50 foot easement because of physical conditions on the ground that would make opening of the easement parcel very difficult. Attached are maps showing the platted easement location and two alternate easement locations. As you can see the two alternate locations are along the north boundary of Tract B and along the south boundary of Tract B, respectively. Also included are photos.

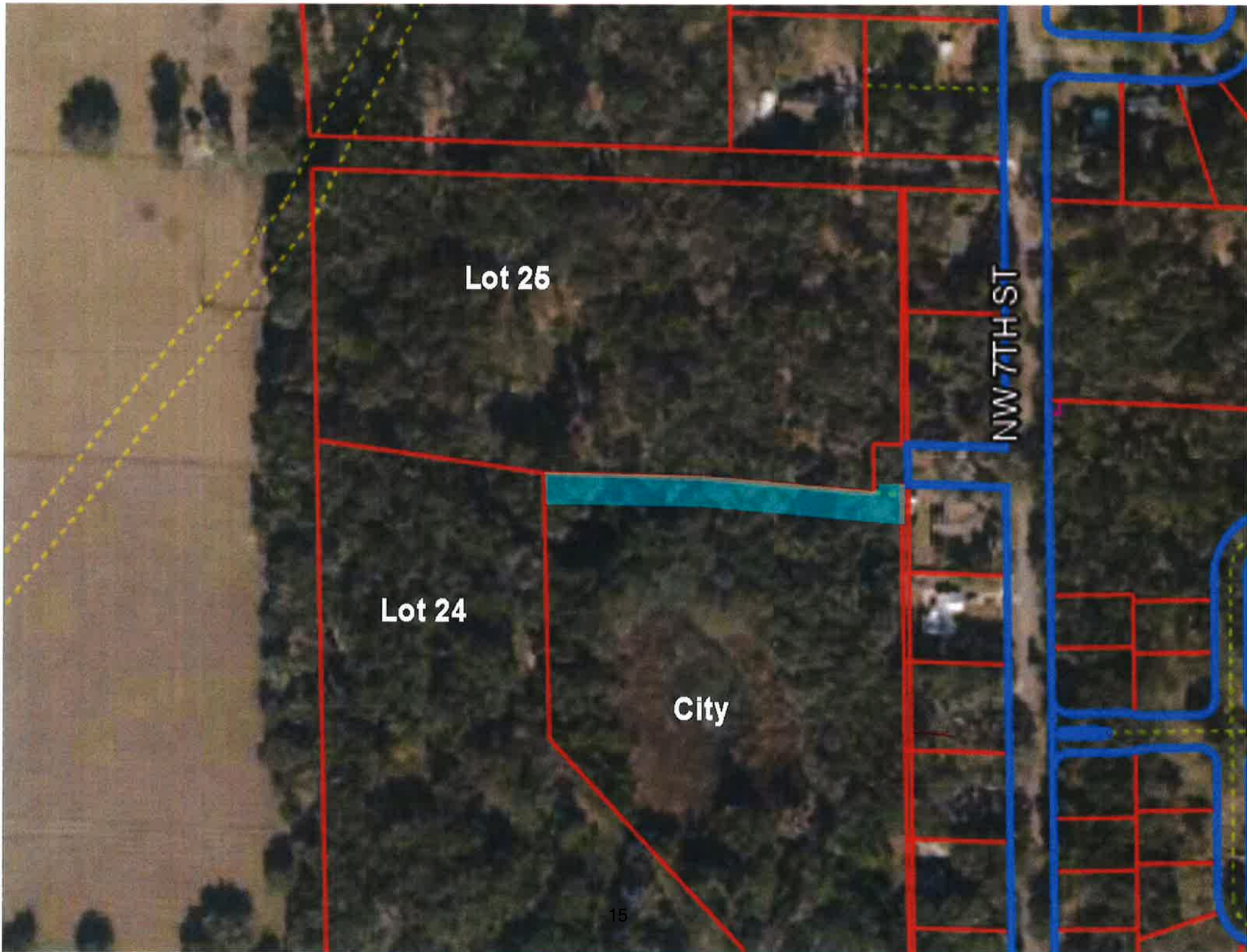












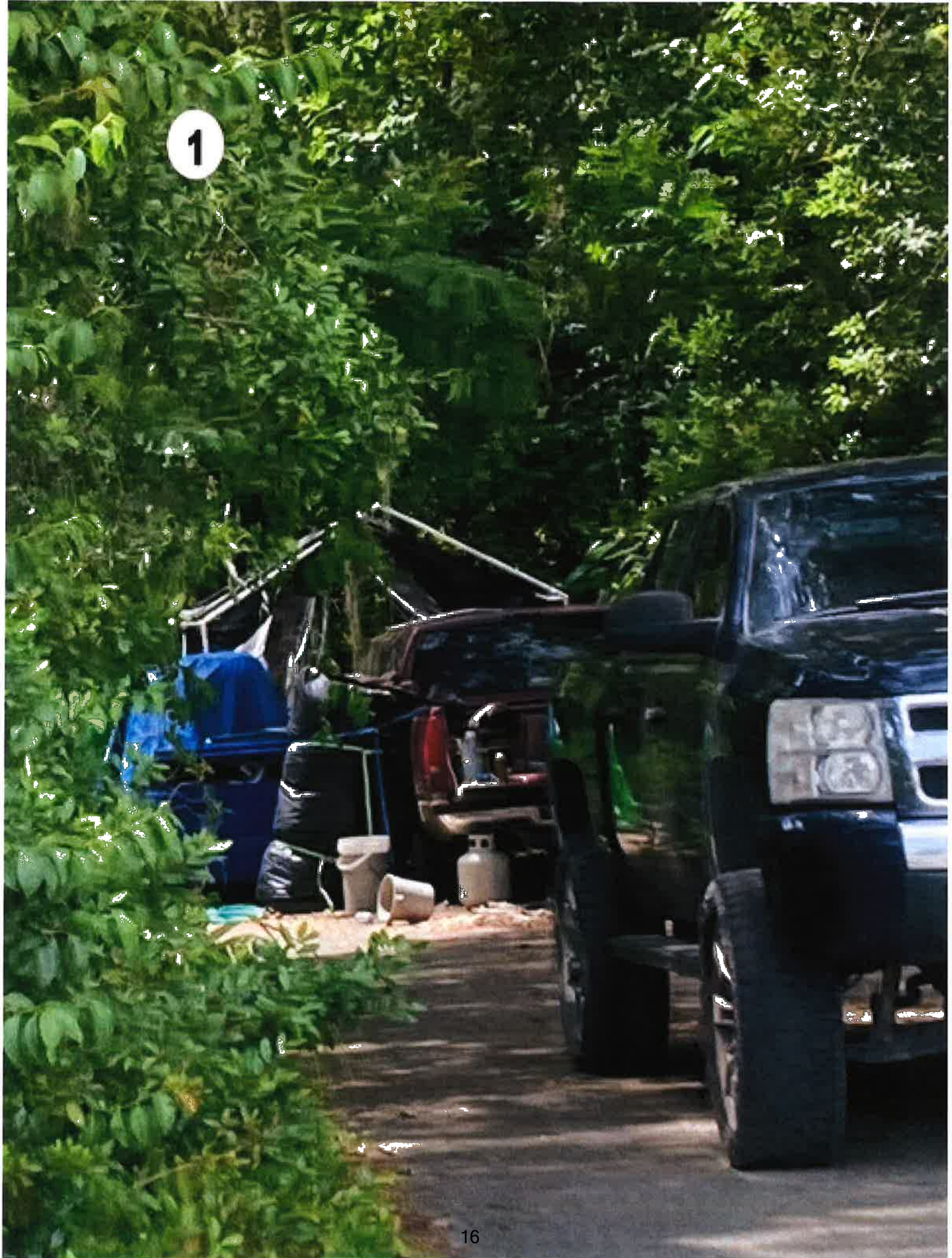
**Lot 25**

**Lot 24**

**City**

**NW 7TH ST**







2



3





4





**LOT 24  
ADJACENT & WEST  
OF CITY PROPERTY**

**CITY LAND  
NORTH OF POND**



**approximate  
location of  
proposed easement**



**Date: 10/03/2023**

**COUNCIL AGENDA ITEM**

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**TOPIC: DISCUSSION WITH POSSIBLE ACTION: LIEN ON WAYMAR, INC.  
PROPERTY LOCATED AT 811 E. NOBLE AVE.**

**REQUESTED BY: RAINEY JACKSON  
PREPARED BY: RAINEY JACKSON**

**BACKGROUND / DESCRIPTION: LIEN WAS RECORDED AT THE LEVY COUNTY  
CLERK OF COURT ON MARCH 23, 2018.**

**LEGAL REVIEW: N/A**

**FISCAL IMPACTS: AS OF WEDNESDAY SEPTEMBER 27, 2023,  
LIEN AMOUNT IS \$149,950.**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

**COMMISSION ACTION:**

**\_\_\_\_\_ APPROVED**

**\_\_\_\_\_ DISAPPROVED**



#### Overview



#### Legend

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

<b>Parcel ID</b>	0591700000	<b>Physical Address</b>	811 E NOBLE AVE	<b>Building Value</b>	\$8,089	<b>Last 2 Sales</b>			
<b>Property Use</b>	2600 - SERV STATIONS	<b>Mailing Address</b>	WILLISTON	<b>Extra Feature Value</b>	\$1,400	<b>Date</b>	<b>Price</b>	<b>Reason</b>	<b>Qual</b>
<b>Taxing District</b>	WILLISTON	<b>Address</b>	WAYMAR INC	<b>Market Land Value</b>	\$26,036	12/6/1974	\$28000	n/a	Q
<b>Acres</b>	0.68		C/O MARIANNE JACKSON	<b>Ag Land Value</b>	\$26,036	n/a	0	n/a	n/a
			16993 NE STATE RD 121	<b>Just Value</b>	\$35,525				
			WILLISTON FL 32696	<b>Assessed Value</b>	\$35,525				
				<b>Taxable Value</b>	\$35,525				

Date created: 9/27/2023

Last Data Uploaded: 9/26/2023 7:28:35 PM

Developed by  **Schneider**  
GEOSPATIAL



**BOARD OF ADJUSTMENTS AND CODE ENFORCEMENT  
OF THE CITY OF WILLISTON, FLORIDA**

CITY OF WILLISTON, FLORIDA

vs.

Case No. CV15-49

Waymar Inc.  
Marianne Jackson  
16993 NE ST Rd. 121  
Williston, FL 32696

Instrument # 636415  
OR BK: 1450 PG: 890-2pg(s)  
REC: 3/23/2018 1:46 PM  
Danny J. Shipp, Levy County Clerk, Florida  
Rec: \$18.50

Respondent

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Deputy Clerk UWILLIAMS

**ORDER IMPOSING ADMINISTRATIVE FINE/LIEN**

This CAUSE came on for public hearing before the Board on September 14, 2015, pursuant to Chapter 46, of the City of Williston Code of Ordinances. After due notice to the Respondent(s), and the Board, having heard testimony under oath, received evidence, and heard argument of the code enforcement officer or land development regulations administrator and thereupon issued its Findings of Fact and Conclusion of Law and Order, which was reduced to writing and furnished to the Respondent.

By Order dated September 14, 2014, Respondent(s) was required to correct the violation(s) located at 811 E Noble Ave., Williston, FL 32696 by October 15, 2014 or be assessed a fine. Property was in compliance by the due date of October 15, 2014. On November 16, 2015, a Non-Compliance hearing was held because property was in Repeat violation of the City of Williston Code of Ordinances.

At the November 16, 2015 hearing, evidence by the Code Enforcement Officer presented that this was a Repeat violation of Chapter 46, Article VII of the City of Williston Code of Ordinances.

In accord with the Order of the Board, it is hereby imposed upon Waymar Inc. c/o Marianne Jackson, an administrative fine in the amount of Fifty Dollars (\$50.00) per day, beginning **August 27, 2015**, for each day the violation(s) continue(s), which shall continue to accrue daily unless and until the violation(s) is (are) cleared, commencement of a foreclosure action or until extinguished by law.

This Order may be recorded in the public records of Levy County, pursuant to law. Such recording shall establish this Order as a lien against any real or personal property owned jointly and severally by the Respondent.

DONE AND ORDERED THIS 19 day of November 2015, at Williston, Levy County, Florida.

BOARD OF ADJUSTMENT AND CODE  
ENFORCEMENT OF THE CITY OF  
WILLISTON, FLORIDA

Sharon Brannan  
Sharon Brannan, Chairperson

Wayne O.  
WITNESS

Latricia Wright  
WITNESS

(STATE OF FLORIDA)  
(COUNTY OF LEVY)

The foregoing instrument was acknowledged before me this 19 day of NOV 2015, by Sharon Brannan Chairperson of the City of Williston, Board of Adjustment and Code Enforcement, and who being personally known to me.



Latricia Faison Wright  
Notary Public

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing Order Imposing Administrative Fine/Lien has been furnished hand delivery to the Respondent(s), Waymar Inc. c/o Marianne Jackson 16993 NE St. Rd. 121 Williston, FL 32696, this 19<sup>th</sup> day of November 2015.

Latricia Wright  
Latricia Wright, Board Secretary

Date: 10-3-2023

## COUNCIL AGENDA ITEM

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### RESOLUTION 2023-84:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LAND LEASE AGREEMENT FOR VACANT LAND BETWEEN BLUE GROTTO RANCH AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT WITH A LEGAL DESCRIPTION AS OUTLINED IN THE ATTACHED LAND LEASE AGREEMENT; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**REQUESTED BY:** BENTON STEGALL, AIRPORT MANAGER

**PREPARED BY:** KIERSTEN BALLOU, CITY ATTORNEY

**FISCAL IMPACTS:** Additional revenue of approximately \$6,000 annually.

**RECOMMENDED ACTION:** Staff recommends approval.

### ATTACHMENTS:

\_\_\_\_\_ CONTRACT      XX RESOLUTION 2023-84      \_\_\_\_\_ MAP  
XX LEASE      \_\_\_\_\_ OTHER DOCUMENTS

### COUNCIL ACTION:

\_\_\_\_\_ APPROVED

\_\_\_\_\_ DENIED

**RESOLUTION NUMBER 2023-84**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LAND LEASE AGREEMENT FOR VACANT LAND BETWEEN BLUE GROTTA RANCH AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT WITH A LEGAL DESCRIPTION AS OUTLINED IN THE ATTACHED LAND LEASE AGREEMENT; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Blue Grotto Ranch has requested a land lease for vacant land located at the Williston Municipal Airport for the purpose of beef processing; and

WHEREAS, the relevant Codes of the City of Williston, Florida allow for leases of land at the Williston Municipal Airport under terms that comply with such codes and other relevant state and federal laws; and

WHEREAS, the City Council President is the appropriate authority to execute documents related to such Land Lease Agreement; and

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

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

**Section 1.** The City Council hereby approves the Land Lease Agreement for Vacant Land between Blue Grotto Ranch and the City of Williston, Florida and the appropriate City Officials are hereby authorized to execute the Land Lease Agreement which is attached hereto as Exhibit "A".

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

**PASSED AND ADOPTED** by an affirmative vote of a majority of a quorum present in the City Council of the City of Williston, Florida this \_\_\_\_ day of October, 2023.

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

---

Debra Jones, City Council President

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

Approved as to Form and Legality:

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Latricia Wright, City Clerk

---

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

**LAND LEASE AGREEMENT**  
**VACANT LAND**

LESSOR:  
City of Williston, Florida  
Post Office Drawer 160  
Williston, Florida 32696

LESSEE:  
Blue Grotto Ranch  
1625 N HWY A1A suite 202  
Indialantic, FL 32903

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

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

**WHEREAS**, Blue Grotto Ranch ("the Lessee"), is desirous of leasing a certain parcel at the said airport as is hereinafter described for the purpose of Beef Processing;

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

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

Description: (by surveyor)

Parcel 3 of Block 1800 at the Williston Municipal Airport.

A parcel of land lying in the Southeast ¼ of Section 11, Township 13 South Range 18 East, Levy County, Florida; being more particularly described as follows:

Commence at the Southeast corner of said Section 11, and run thence North 00°52'40" West, along the East line of said Section, a distance of 654.49 feet; thence North 88°42'53" West, a distance of 30.44 feet to the centerline intersection of S.W. 18th Street and S.W. 18th Avenue; thence continue North 88°42'53" West, a distance of 30.00 feet to the West right-of-way line of said S.W. 18th Street; thence South 00°25'38" West, along said West right-of-way line, a distance of 30.00 feet to the South right-of-way line of said S.W. 18th Avenue; thence North 88°42'53" West, along said South right-of-way line, a distance of 683.33 feet to the East right-of-way line of S.W. 19th Street; thence continue North 88°42'53" West, along said South right-of-way line, a distance of 60.00 feet to the West right-of-way line of said S.W. 19th Street, thence continue North 88°42'53" West, a distance of 203.00 feet to the Point-of-Beginning of the herein described parcel; thence continue North 88°42'53" West, a distance of 203.00 feet; thence South 00°25'38" West, a distance of 215.00 feet; thence South 88°42'53" East, a distance of 203.00 feet thence North 00°25'38" East a distance of 215.00 feet; to the said Point-of-Beginning.

Containing 1.00 Acres, more or less

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Vacant Land Lease

Lessor Initials: \_\_\_\_\_

It is the responsibility of the Lessee, at the Lessee's sole expense, to satisfy itself, prior to the execution of this Agreement, as to the title and condition of the Premises including, without limitation, title to the Premises, matters of record in the Official Records, of Levy County, permitted land uses, zoning codes, building regulations, height limitations, setbacks, applicable building codes, permits, soil conditions, and environmental conditions. Lessor makes no warranties or representations to the Lessee, and the Lessee agrees the Lessor has made no warranty or representation respecting the condition of the Premises, or applicable zoning laws and regulations, or applicability of the uses contemplated by the Lessee, or environmental conditions, or any matters which a current survey would disclose, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein. Lessee further acknowledges it has had adequate opportunity to inspect the Premises hereunder prior to entering into this Agreement or has made adequate provision herein. Accordingly, the taking of possession of the Premises by the Lessee shall be conclusive evidence that the Premises were in good and satisfactory condition when possession was taken by Lessee.

2. **TERM**: The initial term of this Lease shall be 10 years commencing on 1 October 2023, and ending at midnight, 30 September 2033. Should the Lessee hold over beyond the initial term or any renewal term without further extension of the term in accordance with the renewal terms of this lease, then the Lessee shall become a month to month tenant in accordance with law and upon the terms and conditions of this lease.
3. **RENT**: The rent for the first year of the initial term of this lease shall be \$6098.4. The rent shall be paid monthly, in advance, in the amount of \$508.20 per month, together with all applicable sales tax. The rent for the initial and any renewal and hold over terms shall be adjusted each year on the annual anniversary date of the lease by multiplying the rent for the prior year by the percentage increase or decrease in the composite Consumer Price Index for the most recent prior twelve months, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The rent shall be delivered by U.S. mail, addressed to City of Williston, Post Office Drawer 160, Williston, Florida 32696, or hand delivered to City Hall, 50 N.W. Main Street, Williston, Florida during regular business hours, and shall be considered paid upon receipt by Lessor. All payments required to be made by Lessee to Lessor pursuant to the Lease shall be deemed additional rent.
4. **NOTICES**: All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served by certified mail, return receipt requested, to Lessor, City of Williston at P.O. Drawer 160, Williston, Florida 32696-0160 and to Lessee, 1625 N HWY A1A suite 202, Indialantic, FL 32903, or to such other address as Lessor or Lessee may by writing to the other so designate. Notice to Lessee may also be served by personal delivery.
5. **WARRANTIES OF TITLE AND QUIET POSSESSION**: The Lessor covenants that Lessor is seized of the demised premises and owner in fee simple thereof with the full right to make this Lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the demised premises during the term hereof.

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6. **USES ALLOWED AND PROHIBITED:** The Lessee shall use the Premises only for the following purpose: Beef processing. The Lessee shall not use or permit the Premises or any part of the Premises to be used for any unauthorized or unlawful purpose, or for any purpose other than as set forth above.
7. **COMPLIANCE WITH LAWS:** During the term of this Lease, the Lessee shall comply with all ordinances, statutes, laws, rules and regulations of the City of Williston, State of Florida and the U.S. Government, breach of which shall be cause for cancellation of this Lease. The Lessee shall abide by all applicable regulations as set forth in Chapter 12 of the City Code of Ordinances, together with any future amendments to said ordinance. The Lessee shall at all times maintain all required licensing and permits. The violation of any provision of the said ordinance, as evidenced by a final determination by the City's code enforcement board or a court of law, shall be conclusively deemed a default under this lease and shall not be subject to the notice requirements or cure provisions set forth in the default section of this lease. The Lessee further covenants that the said premises shall not be used for any purpose which might cause forfeiture of the Lessor's title to the said premises.
8. **SIGNS:** Except with the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior of the demised premises or within the demised premises that are visible from outside such premises.
9. **LESSORS RIGHT OF ENTRY:** The Lessee at all times shall permit Lessor or its agents to enter into and upon the premises and buildings for the purpose of inspecting the same.
10. **PREMISES IMPROVEMENTS UPON TERMINATION:** Lessee may, at its own expense and only upon written approval by Lessor, make alterations and improvements to the Premises as necessary for the conduct of its business. Lessee specifically agrees that any and all improvements, except signs, equipment and trade fixtures installed, located upon the said premises shall become the property of the Lessor upon termination of this lease.
11. **RIGHT OF WAY USE:** Subject to reasonable regulations imposed regarding airport access, Lessor grants to Lessee, its employees, agents, suppliers, customers and invitees, a non-exclusive right during the term of this Lease, the right of way for ingress and egress, over, across and upon the designated right of way to U.S. Highway 41 / State Road 121.
12. **OTHER RIGHTS RESERVED BY LESSOR:** In addition to all rights reserved by Lessor in and to the demised premises, Lessor expressly reserves the right to further develop or improve any area of the airport and its industrial parks, as the Lessor deems proper, regardless of the desires and views of the Lessee and without interference or hindrance; maintain and keep in repair, but without obligation to Lessee, the airport and industrial parks of the airport and all publicly owned facilities of the airport; and take any action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent the Lessee from conducting any practice that may be detrimental to the

Lessee Initials: \_\_\_\_\_

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airport and industrial parks which in the opinion of the Lessor would limit the usefulness of the airport and its industrial parks or constitute a hazard to such.

13. **UTILITIES:** The Lessee agrees to pay all charges for any and all utilities in or about the premises whether the same is telephone, electricity, water, sewer, gas or the like. Lessee further agrees that if, at any time during the term of this lease agreement, the City commences providing City utility services to the airport property, the Lessee will purchase such utility services from the City. Lessee further agrees to take delivery of all City of Williston utilities when each utility service is made available. At the option of Lessee and upon Lessor's concurrence, Lessee may choose to have the Lessor provide all City utility services to the leased premises as a part of the rent payment pursuant to paragraph 3 hereof. If Lessee chooses this option, Lessor shall adjust each month's rent to Lessee so as to reimburse Lessor for its cost of providing such City utility services, said cost to be determined as established by the City's appropriate utility tariffs based on Lessee's monthly metered consumption.
14. **REPAIRS AND MAINTENANCE:** Lessee agrees to make, at its own cost and expense, any or all repairs or work necessary to maintain the Premises and Buildings located on the Premises.
15. **INSURANCE:**
- (a) Lessee agrees that any insurance coverage for property owned by Lessee is solely the responsibility of Lessee.
  - (b) The Lessee shall carry Commercial General Liability insurance with a combined single limit in the minimum amount of \$1,000,000 in order to secure the obligations of Lessee under the following paragraph and cause the Lessor to be added as party insured under such policy, and to furnish the Lessor with a certificate of such insurance, together with a receipt showing the premium has been paid.
  - (c) At any time after occupancy of the premises by the Lessee, the Lessee agrees to allow an inspection by the Landlord and/or the Florida Department of Environmental Protection, (the "DEP"), to determine the extent of storage or use of hazardous materials and to determine an appropriate amount of pollution insurance. The Lessee agrees to obtain pollution insurance, with the Lessor listed as an additional insured party, in an amount as reasonably required by the Lessor within 15 days of written notice.
  - (d) All policies of insurance shall contain the clause that the same shall not be canceled except and until fifteen (15) days after written notice to the Lessor.
16. **INDEMNIFICATION OF LESSOR:** Lessee agrees to protect, defend, reimburse, indemnify and hold the Lessor, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the Lessor's gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out

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of or incident to or in connection with the Lessee's performance under this Agreement, the Lessee's use or occupancy of the Premises, the Lessee's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Lessor in support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the Lessee of its liability or obligation to indemnify the Lessor as set forth in this Article. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the Lessor shall not relinquish or waive any of its rights as a sovereign local government and the Lessor reserves all rights and defenses under applicable sovereign immunity law.

17. **SUBORDINATION**: This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the leased premises or any other encumbrances Lessor desires to place on the property.
18. **TAXES**: All taxes, assessments and charges on lands or improvements and obligations upon the demised premises shall be promptly paid by the Lessee when due. The Lessee shall have the right from time to time to contest or protest or review by legal proceedings any such other manner as may be provided by law such taxes or assessments imposed by governmental authorities and to institute such proceedings in the name of itself as well as the Lessor as it may deem necessary; provided, however, that any expense incurred by reasons thereof shall be borne by the Lessee and such proceedings shall be conducted free of any expense to the Lessor. Any expense incurred by reasons thereof shall be borne by the Lessee and such proceedings shall be conducted free of any expense to the Lessor.
19. **ASSIGNMENT AND SUBLETTING**: The Lessee shall not assign nor sublet its right, title or interest in or to all or any portion of the Premises or the leasehold improvements without first obtaining the prior written consent of the Lessor, provided, however, that such consent shall not be unreasonably withheld; and provided further that the Lessee shall remain directly and primarily liable for the performance of the terms and conditions of this Lease; provided further that no such assignment or subletting shall be made to any person for any purpose other than that set forth in this Lease.
20. **DEFAULT; REMEDIES**: The occurrence of anyone or more of the following events shall constitute a default on the part of the Lessee: (1) the Lessee fails to pay when due any rental or any other sum of money payable hereunder on the date due; (2) the conduct of any business or performance of any acts at the Airport not specifically authorized in the Agreement; (3) the Lessee abandons, deserts or vacates the Premises; (4) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of this Agreement; or (5) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of any other agreement, contract or obligation with or to Lessor. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

Upon the occurrence of any of the above Events of Default, the Lessor shall give written notice of such default to Lessee at the address set forth under section 4, above. The effective date of notice shall be the

Lessee Initials: \_\_\_\_\_

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

If the Lessee fails to cure the default within the time allowed, Lessor shall thereafter have the option to exercise any remedy or right permitted by law or in equity. The Lessee shall fully reimburse and compensate the Lessor upon demand for any costs and expenses incurred in connection with any cure, correction or repair undertaken by Lessor, which sums shall be deemed to be additional rent hereunder. In the event the Lessor relets the Premises, the Lessee shall pay the Lessor any deficiency between the amount received, if any, from such reletting, and the amount of rent and other fees payable by the Lessee hereunder, including Lessor's expenses in connection with re-entry, taking possession, repairing and reletting.

Notwithstanding the occurrence of any Event of Default, the Lessee shall remain liable to the Lessor for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the Lessor elects to cancel this Agreement, the Lessee shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled. No retaking of possession of the Premises by the Lessor shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to the Lessee. No pursuit of any remedy by Lessor shall constitute a forfeiture or waiver of any payments or other moneys due to the Lessor hereunder, or of any damages accruing to the Lessor by reason of the violations of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of payments or other moneys following any event of default hereunder shall not be construed as the Lessor's waiver of such event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by the Lessor of action upon any violation or breach of any of the terms, provision and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the Lessor to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any such remedy.

21. **CONDEMNATION:** In the event the entire premises hereby leased are taken in condemnation proceedings, the Lessee may cancel the Lease; should a substantial part of said premises be so taken, the Lessee may cancel this Lease or at its option retain the remainder of the premises, which shall be restored to tenantable condition, then the rental shall be apportioned; the rental thereafter shall be reduced in proportion to the amount of loss as a result of condemnation proceedings.
22. **CLEANLINESS:** Lessee shall at all times keep the leased premises in a reasonably neat and orderly condition and clean and free from rubbish and dirt. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the said premises and shall commit or suffer no waste of the said demised premises or maintain any nuisance thereon.

Lessee Initials: \_\_\_\_\_

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23. **DESTRUCTION OF PREMISES:** In the event of damage to or destruction of any improvements which are to be erected on said real property pursuant to the terms of this Lease, during the term of said Lease, from any cause covered by the insurance required hereunder, Lessee shall forthwith repair or rehabilitate the same. Such damage or destruction shall in no wise annul or void this Lease.
24. **LATE PAYMENT PENALTY:** All lease payments that are not paid by the due date are considered delinquent and shall be assessed a ten (10) percent penalty which shall be considered a part of the rent and shall be due and payable with the rent payment.
25. **OPTION TO EXTEND TERM OF LEASE:** Conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, Lessor does hereby grant to Lessee an option to automatically extend the lease term for 4 additional 10 year terms, on like terms and conditions, with the rent adjusted according to paragraph 3, and provided that the Lessee, at the least 90 days prior to the end of the then current term, gives written notice of its intent to exercise its option. Lessee's right to renew shall be conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, and any non-compliance with any term or provision of this lease by Lessee, regardless of whether notice was given by Lessor or whether the non-compliance was cured, shall constitute sufficient cause by Lessor to choose to refuse renewal of this lease.]
26. **BANKRUPTCY:** The Lessee agrees that if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety days after such appointment, then the Lessor may, at its option, declare the termination of this Lease agreement shall forthwith be entitled to immediate possession of the Premises.
27. **END OF TENANCY:** The Lessee will yield up the Premises and all additions thereto (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.
28. **PART OF MUNICIPAL AIRPORT:** It is understood and agreed by and between the parties hereto that the said property is a portion of the Williston Municipal Airport and, therefore, notwithstanding anything contained that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport. This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Lessor acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the deed of said lands to the Lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the United States of America, the State of Florida, or the Lessor pertaining to the Williston Airport. These

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terms and conditions include, but are not limited to, requirements that the Lessor obtain Fair market value rent for the leased premises for the duration of the lease term.

29. **NONDISCRIMINATION**: The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) and that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, department of transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to re-enter and as if said Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations Part 21 are followed and completed including exercise or expiration of appeal rights.
30. **AIRPORT PROTECTION**: Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport. The Lessee expressly agrees to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77. The Lessee expressly agrees to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.
31. **SUBROGATION CLAUSE**: The Lessor and Lessee shall waive all rights, each against the other, and against those holding under or through the Lessor or Lessee, for damages caused by fire or other perils to the extent covered by insurance where such damages are sustained in connection with the occupancy of the Premises.
32. **HAZARDOUS MATERIALS**: The Lessee shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of on, in, under or about the airport, without the prior written consent of the Lessor. To the fullest extent permitted by law, Lessee hereby agrees to indemnify, defend, protect and hold harmless Lessor and Lessor's Agents, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, loss or restriction on use of rentable space or of any amenity of the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term directly or indirectly from the presence of Hazardous Materials on, in or about the Premises which is caused or permitted by Lessee or Lessee's Agents. This

Lessee Initials: \_\_\_\_\_

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indemnification includes, without limitation, any and all costs incurred in connection with any investigation of site conditions or any clean up remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of such Hazardous Material in, on or about the Premises or the soil or ground water on or under any building or any portion thereof. The Lessee shall promptly notify the Lessor of any release of Hazardous Materials at the airport, whether caused by the Lessee or any other persons or entities.

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

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

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

Prior to the execution of this Lease, Lessee shall complete, execute and deliver to Lessor a Hazardous Materials Questionnaire in the form required by Lessor. The completed Hazardous Materials Questionnaire shall be deemed incorporated into this Lease for all purposes, and Lessor shall be entitled to rely fully on the information contained therein. On each anniversary of the commencement date of this lease, Lessee shall complete, execute and deliver to Lessor an updated Hazardous Materials Questionnaire, in form as may be modified by Lessor from time to time.

If the Lessee or any environmental inspection discloses the existence of Hazardous Materials in, on, under or about the Premises, the Lessee shall, at Lessor's request, immediately prepare and submit to Lessor within thirty (30) days after such request a comprehensive plan, subject to Lessor's approval, specifying the actions to be taken by Lessee to return the Premises to the condition existing prior to the introduction of such Hazardous Materials. Upon Lessor's approval of such clean-up plan, Lessee shall, at Lessee's sole cost and expense, without limitation on any rights and remedies of Lessor under this lease,

Lessee Initials: \_\_\_\_\_  
Vacant Land Lease

Lessor Initials: \_\_\_\_\_



or applicable law, immediately implement such plan and proceed to clean up the Hazardous Materials in accordance with all applicable laws and as required by such plan and this lease.

The provisions of this section, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this lease.

33. **STORMWATER POLLUTION:** Lessee agrees to prepare and adhere to a Stormwater Pollution Prevention Plan that meets the requirements of federal and state law and that is approved by Lessor. Lessee agrees to provide a copy of said plan to Lessor.
34. **LITIGATION VENUE:** The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Levy County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Northern District of Florida.
35. **BENEFIT:** This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the legal representative successors and assigns of the parties hereto.
36. **ENTIRE AGREEMENT; APPLICATIONS INCORPORATED:** This lease represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. Any such modification on the part of the Lessor shall not be effective unless considered at a public meeting and approved by majority vote of the Williston City Council. All information provided by Lessee in the lease application process is incorporated herein by reference. Lessee warrants that all information provided to
37. **SECURITY DEPOSIT:** Lessor acknowledges receipt of \$ \_\_\_\_\_ as a security deposit for faithful performance by Lessee of Lessee's obligations under this lease. If Lessee faithfully performs the lease obligations and timely surrenders possession of the premises, Lessor will repay the security deposit, without interest, within 30 days after expiration of the term. If Lessee vacates or is removed from the premises because of Lessee's default before expiration of the term, Lessor may apply the security deposit to all damages sustained. Any deposit balance that remains on the expiration date of the term will be paid to Lessee within 30 days.
38. **MEMORANDUM OF LAND LEASE AGREEMENT:** The parties hereto agree to execute a memorandum of this Land Lease Agreement to be recorded with the Clerk of Courts of Levy County, Florida on or before sixty (60) days after the date hereof.

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

Lessee Initials: \_\_\_\_\_  
Vacant Land Lease

Lessor Initials: \_\_\_\_\_

LESSEE:  
BLUE GROTTOR RANCH

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
Title: \_\_\_\_\_

LESSOR:  
CITY OF WILLISTON

BY: \_\_\_\_\_  
PRESIDENT, CITY COUNCIL

ATTEST: \_\_\_\_\_  
CITY CLERK

**GUARANTY:**

The undersigned, \_\_\_\_\_, does hereby absolutely and unconditionally  
guarantee the obligations of \_\_\_\_\_ under this agreement, and waives all rights of  
notice, demand and presentment hereunder.

**GUARANTOR:**

By: \_\_\_\_\_  
Individually

\_\_\_\_\_  
[\*name individual\*]

\_\_\_\_\_  
[\*individual's address\*]

Lessee Initials: \_\_\_\_\_  
Vacant Land Lease

Lessor Initials: \_\_\_\_\_

Prepared by and return to:  
Attorney at Law

**MEMORANDUM OF LAND LEASE**

**THIS MEMORANDUM OF LEASE** entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the City of Williston, Florida, (the "Lessor"), and Blue Grotto Ranch, (the "Lessee"),

**WITNESSETH:**

WHEREAS, the Lessor and the Lessee have entered into a Land Lease Agreement dated \_\_\_\_\_, 202\_\_\_\_, (the "Lease"), pursuant to which the Lessor leases to the Lessee that certain real property herein described; and

WHEREAS, the Lessor and the Lessee desire to record certain basic terms of the Lease in the public records of Levy County, Florida;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties do hereby confirm and set forth the following terms of the Lease, it being acknowledged by the parties that the Lease contains additional terms not set forth below and that the enforceability of such additional terms shall not be affected by their omission from this Memorandum of Land Lease:

- 1. The Lessor has leased to the Lessee pursuant to the Lease the real property described with all rights, privileges and easements appurtenant thereto (collectively, the "Premises"), to wit:
- 2. Unless sooner terminated as provided in the Lease, the initial term of the Lease is for ten (10) years, beginning on October 1, 2023 and ending on September 30, 2033.
- 3. The Lease allows the Lessee to construct or place leasehold improvements upon the premises, however the Lessor’s underlying fee interest shall not be subject to any construction lien related to such improvements.

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

LESSEE:  
\_\_\_\_\_

BY: \_\_\_\_\_  
\_\_\_\_\_

LESSOR:  
CITY OF WILLISTON

BY: \_\_\_\_\_  
PRESIDENT, CITY COUNCIL

ATTEST:  
\_\_\_\_\_  
CITY CLERK

STATE OF FLORIDA  
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, the President of the City Council of the City of Williston, and \_\_\_\_\_, the City Clerk, on behalf of the City. They are personally known to me and did take an oath.

\_\_\_\_\_  
Notary Public

STATE OF FLORIDA  
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by \_\_\_\_\_, who is personally known to me and did take an oath.

\_\_\_\_\_  
Notary Public

Date: 10-03-2023

## COUNCIL AGENDA ITEM

---

### RESOLUTION 2023-85:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LEASE EXTENTION AND AMENDMENT BETWEEN CYPRESS AIRCRAFT SALES, LLC, AND THE CITY OF WILLISTON; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LEASE EXTENSION AND AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.**

**REQUESTED BY:** BENTON STEGALL, AIRPORT MANAGER  
**PREPARED BY:** KIERSTEN BALLOU, CITY ATTORNEY

**FISCAL IMPACTS:** No fiscal impact to the airport.

**RECOMMENDED ACTION:** Staff recommends approval.

### ATTACHMENTS:

\_\_\_\_\_ CONTRACT      XX RESOLUTION 2023-85      \_\_\_\_\_ MAP  
\_\_\_\_\_ LEASE      XX OTHER DOCUMENTS

### COUNCIL ACTION:

\_\_\_\_\_ APPROVED  
\_\_\_\_\_ DENIED

**RESOLUTION NUMBER 2023-85**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LEASE EXTENTION AND AMENDMENT BETWEEN CYPRESS AIRCRAFT SALES, LLC, AND THE CITY OF WILLISTON; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LEASE EXTENSION AND AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Williston ("City"), and Shadow Trailer, LLC ("Original Lessee"), on February 9, 2004, did enter into a Lease Agreement ("Lease") for the real property located at the Williston Municipal Airport known as Hardstand 16; and

WHEREAS, in the interim period, there were several assignments of the Lease to different lessees; and

WHEREAS, on February 8, 2008, a Lease Term Extension and Amendment was executed by the lessee at the time and the City which allowed for potential extensions for three five-year terms and one two-year term; and

WHEREAS, Cypress Aircraft Sales, LLC ("Current Lessee"), on August 25, 2021, did enter into a Lease Assignment for Hardstand 16 wherein Current Lessee took over the Lease responsibilities; and

WHEREAS, there is one additional five-year extension available on the Lease; and

WHEREAS, Lessee has requested to exercise the remaining 5-year lease term extension as well as an amendment which allows for 4 additional 5-year extensions ad 1 additional 4-year extension which, when coupled with the original remaining 5-year extension and 2-year extension would create a maximum lease term ending in the year 2054 (for a total of 50 years on the lease); and

WHEREAS, the Lease Extension and Amendment reflecting these requests is attached hereto as Exhibit "A"; and

**WHEREAS**, Florida Law allows for leases of this manner not to exceed 50 years; and

WHEREAS, the City Council President is the appropriate authority to execute the Lease Extension and Amendment; and

WHEREAS, the City of Williston has determined that it is in the best interest of the public to grant the Lease Extension and Amendment;

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

**Section 1.** The City Council hereby approves the Lease Extension and Amendment between Cypress Aircraft Sales and the City of Williston, Florida regarding Hardstand 16 and the appropriate City Officials are hereby authorized to execute the Lease Extension and Amendment which is attached hereto as Exhibit "A".

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

**PASSED AND ADOPTED** by an affirmative vote of a majority of a quorum present in the City Council of the City of Williston, Florida this 3rd day of October, 2023.

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

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Debra Jones, City Council President

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

Approved as to Form and Legality:

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Latricia Wright, City Clerk

---

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

## **LEASE EXTENSION AND AMENDMENT**

WHEREAS, the City of Williston ("Lessor"), and Shadow Trailer, LLC ("Original Lessee"), on February 9, 2004, did enter into a Lease Agreement ("Lease") for the real property located at the Williston Municipal Airport known as Hardstand 16; and

WHEREAS, in the interim period, there were several assignments of the Lease to different lessees; and

WHEREAS, on February 8, 2008, a Lease Term Extension and Amendment was executed by the lessee at the time and the Lessor which allowed for potential extensions for three five-year terms and one two-year term; and

WHEREAS, Cypress Aircraft Sales, LLC ("Current Lessee"), on August 25, 2021, did enter into a Lease Assignment for Hardstand 16 wherein Current Lessee took over the Lease responsibilities; and

WHEREAS, there is one additional five-year extension available on the Lease; and

WHEREAS, Lessee has requested to exercise the remaining 5-year lease term extension as well as an amendment which allows for 4 additional 5-year extensions and 1 additional 4-year extension which would create a maximum extension out to the year 2054 (for a total of 50 years on the lease);

WHEREAS, Florida Law allows for leases of this manner not to exceed 50 years; and

WHEREAS, the City of Williston has determined that it is in the best interest of the public to grant the Lease Extension and Amendment;

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

1. The Lease is hereby extended for the final remaining 5-year term available from the 2008 Lease Extension and Amendment.

2. Paragraph 24 of the Lease, as amended, is hereby amended to read in its entirety:

Option to Extend Term of Lease: Effective on October 1, 2023, and conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, Lessee shall have the option to extend the lease term for four additional 5-year terms and then



for one additional 4-year, and for one additional 2-year term with the rent adjusted in accordance with paragraph 3, and provided that the Lessee, prior to the end of the then-current term, gives sixty days written notice of its intent to exercise its option. Lessee's right to renew shall be conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, and any noncompliance with any term or provision of this lease by Lessee, regardless of whether notice was given by Lessor or whether the noncompliance was cured, shall constitute sufficient cause by Lessor to refuse renewal of this lease. No additional extensions are available or may be granted on this lease. In no event shall the lease extend past the year 2054.

3. Except for the provisions contained herein, all original terms, conditions, and covenants of the Lease shall remain in full force and effect, as amended through those duly executed amendments, extensions, and assignments.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2023.

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease Extension and Amendment to be executed this \_\_\_\_ day of October, 2023.

**LESSEE:**

Cypress Aircraft  
Sales, LLC

**LESSOR:**

CITY OF WILLISTON

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Cypress Aircraft Sales, LLC

BY: \_\_\_\_\_

DEBRA JONES

PRESIDENT, CITY COUNCIL

ATTEST:

\_\_\_\_\_  
LATRICIA WRIGHT, CITY CLERK

STATE OF FLORIDA  
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Debra Jones, the President of the City Council of the City of Williston, and Latricia Wright the City Clerk, on behalf of the City. They are personally known to me and did take an oath.

\_\_\_\_\_  
Notary Public

STATE OF FLORIDA  
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, who is personally known to me and did not take an oath.

\_\_\_\_\_  
Notary Public

Date: 10-03-2023

## **COUNCIL AGENDA ITEM**

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**RESOLUTION 2023-86:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING CITY STAFF TO ARRANGE FOR NECESSARY WORK TO BE COMPLETED ON THE PROPERTY LOCATED AT 5 NE MAIN STREET TO BRING PROPERTY INTO COMPLIANCE WITH CITY CODE AND MAKE SAME SAFE AND STRUCTURALLY SOUND; DICTATING THAT THE COST OF SUCH WORK BE ASSESSED AGAINST THE PROPERTY OWNER VIA CODE ENFORCEMENT LIEN PER FLORIDA STATUTE; AUTHORIZING THE CITY COUNCIL PRESIDENT AND CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO FACILITATE SAME; AND PROVIDING AN EFFECTIVE DATE.**

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

**FISCAL IMPACTS:** The City is authorized by Florida Statute 162.09 to complete necessary work to make the property safe/structurally sound as it currently is a danger to the public health and safety under Florida Statute 162.06(4). The cost of the work shall then be assessed as a lien against the property which can subsequently be foreclosed upon to reimburse the City in accordance with Florida Statute.

**RECOMMENDED ACTION:** Staff recommends approval.

**ATTACHMENTS:**

<u>      </u> CONTRACT	<u>  XX  </u> RESOLUTION 2022-86	<u>      </u> MAP
<u>      </u> LEASE	<u>  XX  </u> OTHER DOCUMENTS	

**COUNCIL ACTION:**

       APPROVED  
       DENIED

**RESOLUTION NUMBER 2023-86**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING CITY STAFF TO ARRANGE FOR NECESSARY WORK TO BE COMPLETED ON THE PROPERTY LOCATED AT 5 NE MAIN STREET TO BRING PROPERTY INTO COMPLIANCE WITH CITY CODE AND MAKE SAME SAFE AND STRUCTURALLY SOUND; DICTATING THAT THE COST OF SUCH WORK BE ASSESSED AGAINST THE PROPERTY OWNER VIA CODE ENFORCEMENT LIEN PER FLORIDA STATUTE; AUTHORIZING THE CITY COUNCIL PRESIDENT AND CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO FACILITATE SAME; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, During Hurricane Idalia, the building located at 5 NE Main Street suffered a catastrophic collapse of the North wall; and

WHEREAS, as a result of that collapse, the building is structurally unsafe and poses an imminent threat and danger to the public health and safety and is thereby a violation under Florida Statute 162.06(4); and

WHEREAS, Florida Statute 162.09 permits the City to perform necessary work when a building is a code enforcement violation which falls under Florida Statute 162.06(4); and

WHEREAS, the Code Enforcement Board found that the building is structurally unsound and poses an imminent threat and danger to the public health and safety and has referred this matter to the City Council to make a determination on whether work should be done by the City and assessed as a lien against the property in accordance with Florida Statute 162.09; and

WHEREAS, the Code Enforcement Board has recommended to the City Council that the necessary work be done if the property is not brought into compliance and the safety violations remedied by October 6, 2023; and

WHEREAS, the City has received a formal opinion from a duly licensed engineer that the building is structurally unsound and that only a demolition of the building would bring the building into compliance with City Code and eliminate the risk to public health and safety; and

WHEREAS, the Florida Department of Transportation has closed the lane of the highway in front of the building due to concerns of an imminent further collapse of the building which could cause damage to vehicles/individuals on the road; and

WHEREAS, the owner of the property has indicated to City staff that he is aware of the violation and danger but that he has no intention of performing the necessary work on the building to eliminate the risk to the public health and safety; and

WHEREAS, staff recommends the City Council accept the recommendation from the Code Enforcement Board that the necessary work, as recommended by duly licensed engineers, be made by the City to the building and assessed against the property to eliminate the risk to the public health and safety if the owner refuses to comply with such requirements by October 6, 2023; and

WHEREAS, the City Council has determined it is in the City's best interest to perform the necessary work on the building, as is recommended by a duly licensed engineer, as authorized by Florida law and assess the cost of such work against the property if the owner does not take action to eliminate the risk to the public health and safety by October 6, 2023.

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

**Section 1.** The City Council finds that the building at 5 NE Main Street poses an imminent risk to the public health and safety and is a violation under Florida Statute 162.06(4).

Section 2. All the above Wherefore clauses are true and correct and are hereby adopted by the City.

Section 3. If the owner has not taken action to eliminate the danger to the public health and safety posed by the building by October 6, 2023, City staff is hereby authorized to arrange for same to be completed.

Section 4. When completing any work on the building to bring it into compliance with City Code and eliminating the risk to the public health and safety, the City shall follow the recommendations of duly licensed engineers.

Section 5. Any and all costs of the work to be done on the building shall be assessed as a lien against the property and may form the basis for a foreclosure action in accordance with Florida law.

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

**PASSED AND ADOPTED** by an affirmative vote of a majority of a quorum present in the City Council of the City of Williston, Florida this 3rd day of October, 2023.

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

---

Debra Jones, City Council President

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

Approved as to Form and Legality:

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Latricia Wright, City Clerk

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



Date: 10/03/2023

## COUNCIL AGENDA ITEM

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### RESOLUTION 2023-87:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE CITY OF WILLISTON MUNICIPAL ELECTION ADMINISTRATION AGREEMENT BETWEEN THE CITY OF WILLISTON AND THE LEVY COUNTY SUPERVISOR OF ELECTIONS; AUTHORIZING THE APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE

REQUESTED BY: LATRICIA WRIGHT, CITY CLERK  
PREPARED BY: KIERSTEN N. BALLOU, CITY ATTORNEY

**FISCAL IMPACTS: No fiscal impact.** The city is entering an agreement concerning election administration with the Levy County Supervisor of Elections.

**RECOMMENDED ACTION:** Staff recommends approval.

### ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2023-87	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

### COUNCIL ACTION:

☐ APPROVED  
☐ DENIED

**RESOLUTION NUMBER 2023-87**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE CITY OF WILLISTON MUNICIPAL ELECTION ADMINISTRATION AGREEMENT BETWEEN THE CITY OF WILLISTON AND THE LEVY COUNTY SUPERVISOR OF ELECTIONS; AUTHORIZING THE APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City Council has determined that it is essential to provide for the administration of the upcoming City Election; and

WHEREAS, the City Council has determined it to be in the best interest of the public that the duties and responsibilities of the City and the Levy County Supervisor of Elections be spelled out and agreed to in a formal agreement;

WHEREAS, the City Council President is the appropriate party to execute any necessary documents related to such Agreement; and

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

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

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

**PASSED AND ADOPTED** at a meeting of the City Council this 3rd day of October, 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:**

\_\_\_\_\_  
Latricia Wright, City Clerk

**Approved as to Form and Legality:**

\_\_\_\_\_  
S. Scott Walker, City Attorney  
Kiersten Ballou, City Attorney

CITY/TOWN OF \_\_\_\_\_  
**INTERLOCAL MUNICIPAL ELECTION AGREEMENT**

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between TAMMY JONES, SUPERVISOR OF ELECTIONS OF LEVY COUNTY, FLORIDA, a constitutional officer of the State of Florida, (hereafter "Elections Supervisor"), and the CITY/TOWN OF - \_\_\_\_\_, FLORIDA, a Florida municipal corporation, (hereafter "City/Town").

**ARTICLE I. PURPOSE.**

The purpose of this Agreement is to provide for the administration of the Municipal Election to be held on the 2nd day of April 2024, for the purpose of electing municipal elected officers. The parties have determined it to be in their best interest and that of the public that the duties and responsibilities of each party concerning this election are agreed upon and set forth in a formal agreement.

**ARTICLE II. DATE OF ELECTION.**

The Election shall be held and conducted on Tuesday, April 2, 2024. If needed, a run-off election will take place on the \_\_\_\_\_ day of \_\_\_\_\_ 2024. If a run-off election is needed this agreement will extend to this run-off election.

**ARTICLE III. ELECTIONS SUPERVISOR'S RESPONSIBILITIES.**

1. The Elections Supervisor shall prepare the artwork for ballot printing based on information received from the Municipal Clerk/Manager. Upon request and approval of ballot artwork, the Elections Supervisor shall arrange for the printing and testing of the ballots to be used in the Municipal Election.
2. The Elections Supervisor shall prepare poll lists, automatic tabulating equipment, (if requested) and other polling place supplies. Equipment and supplies will be issued to the Municipal Clerk/Manager the day before the election. All equipment and supplies will be picked up from the polling place the Monday following the election.
3. Upon request of voting tabulation equipment, a Logic and Accuracy Test will be scheduled. Canvassing Board members must be present during this testing to ensure accuracy of the voting equipment.
4. Upon request, the Elections Supervisor will provide signatures of all voters registered to vote within the municipality for verifying signatures on Vote-by-Mail ballots. This information is solely for the current election and may not be used for any other purpose.

5. Upon request, the Elections Supervisor shall provide the Municipal Clerk/Manager with a list of Poll Workers who served in previous county elections and who may be available for hire.
6. Upon request, the Elections Supervisor will provide poll worker training. Municipal Clerk/Manager or a representative from the City/Town is expected to attend to ensure all procedures are covered.
7. The Elections Supervisor shall provide staff support (on site or by phone) to assist Poll Workers, Municipal Clerk/Manager and Canvassing Board on Election Day. The hours of phone support will be from 6:00 a.m. to 9:00 p.m.
8. The Elections Supervisor will collect the precinct register(s) or electronic poll books from the Municipal Clerk/Manager to update voting history. If precinct registers are used, the precinct register(s) will be mailed or delivered back to the City/Town within two weeks after processing.
9. Any cost associated with the municipal election(s) are predetermined by the Supervisor of Elections and the Municipal Clerk/Manager. The 2024 election request form is attached to this agreement. The cost is for a single election. If a run-off election is needed the charges will be accessed again. Within 30 days of the election an invoice will be mailed, and payment is due by June 1, 2024.

#### **ARTICLE IV. CITY/TOWN RESPONSIBILITIES.**

1. The Municipal Clerk/Manager shall be responsible for confirming the accuracy of all dates and times and any information contained to ensure compliance with the City Charter and the Florida Statutes.
2. The Municipal Clerk/Manager is responsible for conducting the election and shall act as the sole qualifying officer. Upon completion of qualifying, the Municipal Clerk/Manager will, no later than close of business on the last day of qualifying provide to the Elections Supervisor the Candidate Oaths and Candidate Form 1's. Official title of each office to be on the ballot and language for referendums must be provided as well.
3. Within 48 hours of receipt of preliminary ballot artwork, the Municipal Clerk/Manager shall review and approve by email before printing will commence.
4. The Municipal Clerk/Manager shall determine how many ballots will be ordered.
5. The City/Town shall publish all public notices required by Florida Statutes in a timely manner.
6. The City/Town shall mail and receive Vote by Mail ballots for the City/Town Election.

7. The Municipal Clerk/Manager shall ensure themselves and any staff take the Division of Elections signature verification course before validating signatures on any vote-by-mail request forms or returned Vote-by-Mail ballots. (F.S. 101.68)
8. The City/Town shall supply, no later than March 1, 2023, the Election Supervisor a list of poll workers who have been hired.
9. If training is not requested of the Elections Supervisor, the City/Town shall train Poll Workers in accordance with Section 102.014, Florida Statutes.
10. The City/Town shall compensate Poll Workers for the time they have spent in training and working on Election Day.
11. The City/Town shall arrange for the use of polling location(s) on Election Day, and are responsible for site agreements, if necessary.
12. The Municipal Clerk/Manager shall designate the Canvassing Board for the election, which shall convene in a publicly noticed meeting open to the public in accordance with Section 286.011, Florida Statutes and Section 102.141 (2), Florida Statutes. The City/Town Canvassing Board shall canvass the results of the Election, executing or causing the execution of the Certification of the Election.
13. The Municipal Clerk/Manager shall refer to the City/Town Charter to select Canvassing Board members. A schedule of events for the Canvassing Board meetings shall be provided to each member in advance. Canvassing Board members shall be notified about the signature course and request a completion certificate.
14. The Canvassing Board will remain until unofficial results are documented.
15. In accordance with Florida Statutes, in its capacity as the Canvassing Board for the City/Town election, the governing body of the City/Town shall receive and dispose of any protest, challenge or contest and shall be responsible for any responses to any legal actions brought before a court or administrative agency of any level of government challenging the results of the election and defend the results of the election.

#### **ARTICLE V.**

1. Nothing herein shall constitute a waiver of the City/Town sovereign immunity, and the parties shall in all respects be bound by all provisions of Section 768.28, Florida Statutes. Each party shall be responsible for all liability, claims, and damages arising out of its own acts or omissions and shall hold the other party harmless from such liability, claims and damages. In the event of litigation, each party shall be responsible for its own costs of litigation, including its own attorney fees.



WHEREFORE, the parties hereto have agreed and set their hands as of the date set forth above.

APPROVED:

\_\_\_\_\_  
\_\_\_\_\_

DATED: \_\_\_\_\_

WITNESSED:

\_\_\_\_\_  
\_\_\_\_\_

DATED: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
TAMMY JONES  
SUPERVISOR OF ELECTIONS  
LEVY COUNTY, FLORIDA  
DATED: \_\_\_\_\_

WITNESSED:

\_\_\_\_\_

DATED: \_\_\_\_\_