



CITY OF WILLISTON COMMUNITY REDEVELOPMENT AGENCY AGENDA

Monday, October 9, 2023 5:30 PM City Council Chambers

BOARDMEMBERS

Nick Williams, Chair Ken Schwiebert, Vice Chair Jonathan Lewis, Treasurer Stephen M. McMillen Mike Langston

STAFF

Laura Jones, CRA Director Nicole Bouse, Secretary Kiersten Ballou, City Attorney

CALL TO ORDER

ROLL CALL

APPROVAL OF PRIOR MINUTES

- 1. August 14, 2023
- 2. September- No meeting

CONSENT AGENDA

3. None

TREASURER'S REPORT

4. Finance Report

PUBLIC COMMENTARY

OLD BUSINESS

NEW BUSINESS

- 5. Discussion-Downtown Revitalization Grant-JB Pro-Katie Ebaugh
- 6. Recommend Approval of Loan Agreement, Promissory Note and Resolution 2023-42 to City Council-Stephen Bloom, City Financial Director
- 7. Approve 2023/2024 Budget Resolution 2023-88
- 8. CRA Audit-Purvis Grey

- 9. Election of Officers
- 10. Discussion- Christmas Tree -Jonathan Lewis

STAFF ANNOUNCEMENTS OTHER BUSINESS ADJOURNMENT

NEXT CRA MEETING DATE November 13, 2023 at 5:30 PM

Notice:

If a person decided to appeal any decision made by this committee with respect to any matter considered at such meeting or hearing, he will need a record of the proceeding, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Minutes of the CRA meeting may be obtained from the Department of Community Development. 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 <u>Section 286.26</u>, <u>Florida Statutes</u>, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 5:00 P.M. on the day prior to the meeting.





CITY OF WILLISTON COMMUNITY REDEVELOPMENT AGENCY

MINUTES

Monday, August 14, 2023 5:30 PM City Council Chambers

BOARDMEMBERS

Nick Williams, Chair Ken Schwiebert, Vice Chair- Excused Jonathan Lewis, Treasurer Stephen McMillen Mike Langston

STAFF

Laura Jones, CRA Director Nicole Bouse, Secretary Kiersten Ballou, City Attorney – Excused Absence

CALL TO ORDER - 5:30PM

ROLL CALL

Ms. Nicole Bouse, Secretary took roll call.

APPROVAL OF PRIOR MINUTES

- 1. June 12, 2023 Mr. Mike Langston moved to accept the minutes. Mr. Jonathan Lewis seconded Motion passed 4-0.
- 2. June 29, 2023- Mr. Mike Langston moved to accept the minutes. Mr. Stephen McMillen seconded. Motion passed 4-0.
- 3. No meeting July

CONSENT AGENDA

2. Ms. Nicole Bouse let the Board know that Item #7 would be tabled. Ms. Laura Jones would like to confirm with Wright Pierce that the quote was still valid.

TREASURER'S REPORT

Finance Report
 Ms. Laura Jones reviewed finance report.

PUBLIC COMMENTARY

4. None

OLD BUSINESS

5. Monopoly Board- Ms. Nicole Bouse went over the quotes and Board decided to send the information to Chamber of Commerce to see if they would be interested in pursuing this project.

NEW BUSINESS

- Recommend Approval of Loan Agreement, Promissory Note and Resolution 2023-42 to City Council – No Motion Made, Board would like Finance Director Stephen Bloom to go over terms at next meeting.
- 7. Approve Proposal from Wright Pierce for professional services and Resolution 2023-43 upon loan approval from City Council Tabled

STAFF ANNOUNCEMENTS

Mr. Jonathan Lewis asked if the CRA would be interested in donating to get a Christmas Tree for Heritage Park. Staff will gather more information.

Mr. Nick Williams would like to know the status of the CRA chartering and if that has been resolved yet. Ms. Kiersten Ballou- City Attorney said that it will be brought back to City Council with a presentation.

Mr. Mike Langston gave an update on the retaining wall that was installed by the Welcome to Williston sign.

Ms. Laura Jones advised the Board that it was Budget time and that it will be brought to the next meeting.

OTHER BUSINESS - None

ADJOURNMENT - 6:15 PM

	NEXT CRA MEETING DATE
	September 11, 2023 at 5:30 PM
Nick Williams, Chair	Nicole Bouse, Recording Secretary

If a person decided to appeal any decision made by this committee with respect to any matter considered at such meeting or hearing, he will need a record of the proceeding, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Notice:

Minutes of the CRA meeting may be obtained from the Department of Community Development. 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.

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CRA FUND ACTUAL VS BUDGET

100.00 % Yr Complete For Fiscal Year: 2023 / 9

G/L NO.	DESCRIPTION	ANNUAL	ACTUAL	VARIANCE	% OF
		BUDGET	YTD		BUDGET
	REVENUES				
402 221 200	THE THEORY DEVENTED STATE	150 001 00	156 741 75	(14 040 05)	01 67 0
403-331-200	TAX INCREMENTAL REVENUE - CITY	170,991.00	156,741.75		91.67 %
403-331-300	TAX INCREMENTAL REVENUE - COUNTY	227,988.00	227,988.14	0.14	100.00 %
403-360-100	MISC INCOME	0.00	480.00	480.00	0.00 %
403-361-100	INTEREST INCOME	150.00	12.18	(137.82)	8.12 %
403-366-000	DONATIONS COUNCING		5,296.27	5,296.27	0.00 %
403-384-000	OTHER FINANCING SOURCES	117,035.00		(117,035.00)	0.00 %
403-384-200	LOAN PROCEEDS	1,000,000.00		(1,000,000.00)	0.00 %
403-385-000	SPECIAL EVENTS	500.00	0.00	(500.00)	0.00 %
	TOTAL REVENUES			(1,126,145.66)	
	EXPENDITURES				=======
	OPERATING / PERSONAL SERVICES				
403-552-010-014	OVERTIME	150.00	169.45	19.45	112.97 %
403-552-010-021	PAYROLL TAXES	3,663.00	3,369.42	(293.58)	91.99
403-552-010-022	RETIREMENT	477.00	470.15	(6.85)	98.56
403-552-010-023	LIFE & HEALTH INSURANCE	10,921.00	10,735.41	(185.59)	98.30
403-552-010-024	WORKER'S COMPENSATION	1,567.00	2,134.23	567.23	136.20
403-552-010-112	SALARIES & WAGES	47,730.00	45,014.34	(2,715.66)	94.31
403-552-010-113	OTHER SALARIES	0.00	20.71	20.71	0.00
403-552-030-031	PROFESSIONAL SERVICES	15,000.00	1,119.49	(13,880.51)	7.46
403-552-030-032	ACCOUNTING AND AUDIT	7,300.00	5,000.00	(2,300.00)	68.49
403-552-030-036	FINANCIAL SERVICES	7,000.00	4,879.98	(2,120.02)	69.71
403-552-030-040	TRAVEL AND PER DIEM	3,000.00	0.00	(3,000.00)	0.00
403-552-030-042	POSTAGE	200.00	0.00	(200.00)	0.00
403-552-030-154	DUES AND SUBSCRIPTIONS	620.00	175.00	(445.00)	28.23
403-552-030-155	ANNUAL FILING FEE	175.00	620.00	445.00	354.29
403-552-030-248	ADVERTISING				1.62
403-552-030-254	TRAINING - SCHOOLS & SEMINARS	1,000.00	16.18	(983.82)	0.00
403-552-030-254	MATERIAL AND SUPPLIES	3,000.00 15,000.00	0.00	(3,000.00)	
	MATERIAL AND SUPPLIES SPECIAL EVENTS	·	0.00	(15,000.00)	0.00 9
403-552-030-400 403-552-080-082	CRA - AID TO PRIVATE ORGANIZATIONS	750.00 25,000.00	1,376.28 750.00	626.28 (24,250.00)	183.50 9
	TOTAL OPERATING & PERSONAL	142,553.00	75,850.64	(66,702.36)	(53.00)%
	DEBT SERVICE				
403-552-090-015	INTEREST EXPENSE - DRUMMOND LOAN	·		(25,725.00)	
403-552-090-016	BANK LOAN FEE	1,750.00	0.00	(1,750.00)	0.00 %
	TOTAL DEBT SERVICE	27,475.00	0.00	(27,475.00)	0.00 %
	CAPITAL OUTLAY				
403-552-060-062	CAPITAL OUTLAY - SIDEWALKS	0.00	299.99	299.99	0.00 %
403-552-060-064	CAPITAL OUTLAY - CONTINGENCY	137,356.00	0.00	(137,356.00)	0.00 %
403-552-060-065	CAPITAL OUTLAY - CRA PROJECTS	1,000,000.00	454,446.17	(545,553.83)	45.44 %
403-552-060-067	BLOCK 12 PARKING LOT	209,280.00		(207,780.39)	
	TOTAL CAPITAL OUTLAY	1 246 626 00		(890,390.23)	

10/04/23 13:05 gb8501_pg.php/Job No: 91994 WEEKLY REPORT AS OF 09/30/23 (100% OF FISCAL YEAR)

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CRA FUND ACTUAL VS BUDGET

100.00 % Yr Complete For Fiscal Year: 2023 / 9

G/L NO.	DESCRIPTION	ANNUAL	ACTUAL	VARIANCE	% OF	
		BUDGET	YTD		BUDGET	
	TOTAL EXPENDITURES	1,516,664.00	532,096.41	(984,567.59)	(35.00)%	_
	EXCESS REV. OVER/UNDER EXPEND.	0.00	(141,578.07)	(141,578.07)	0.00 %	

CRA AGENDA ITEM

TOPIC: City of Williston Downtown Master Plan

REQUESTED BY: Kathie Ebaugh, AICP, Director of Planning JBPRO

BACKGROUND / DESCRIPTION:

The city of Williston has been awarded funding to create a Downtown Master Plan from the Florida Department of Commerce. The City has contracted JBPRO to assist in developing an economic development strategy for the downtown of the city and surrounding neighborhoods and commercial areas that is tailored specifically to Williston's unique needs, goals, and economic character.

LEGAL REVIEW: NA

FISCAL IMPACTS: None

RECOMMENDED ACTION: None

ATTACHMENTS: None

CRA BOARD ACTION:

_____ APPROVED _____ DISAPPROVED

Date: August 7, 2023

CRA AGENDA ITEM

TOPIC: Block 12 Loan Agreement and Resolution 2023-42

PREPARED BY: Laura Jones, Stephen Bloom, and Kiersten Ballou/ Scott Walker

BACKGROUND / DESCRIPTION:

This is the Loan Agreement from Seacoast Bank for \$1,000,000.00 with a 5.15% interest rate to be paid over the course of 60 months. The first 12 months of payments will be interest only, followed by 48 monthly payments in an amount required to amortize the unpaid principal balance in equal monthly payments over the remaining life of the loan.

LEGAL REVIEW: Completed

FISCAL IMPACTS: TBD

RECOMMENDED ACTION: Recommend Approval of Loan Agreement, Promissory

Note and Resolution 2023-42 to City Council

ATTACHMENTS: Loan Agreement, Promissory Note, Resolution

CRA BOARD ACTION:

_____ APPROVED _____ DISAPPROVED

CLOSING STATEMENT

BORROWER: LENDER: CLOSING DATE:	COMMUNITY REDEVELOPM Seacoast National Bank , 2023	IENT AGENCY OF THE CI	TY OF WILLISTON, FL	ORIDA
LOAN AMOUNT:	\$1,000,000.00			
SOURCE OF PROCEED Loan Amount Total Available to Borrov		\$1,000,000.00	\$1,000,000.00	
STATEMENT OF DISBU	JRSEMENTS:			
Seacoast National Ban Loan Origination Credit Investigat Subtotal	n Fee iion Fee	\$2,500.00 \$150.00	\$2,650.00	
(the "Till (Wiring Instructions attack)	tle Company") ched hereto)			
Clerk of the Cir County, Florida Documentary St Intangible Tax o Record Mortgag Record UCC-1 (Subtotal	cuit Court, amps on Note n Mortgage e (pages) pages)	\$2,450.00 (L) \$ \$ \$	\$	- :
Florida Secured Filing of UCC-1 Subtotal	d Transaction Registry (pages)	\$	\$	<u>-</u> · · · · · · · · · · · · · · · · · · ·
Norm D. Fugate, P.A. (I Lender's Attorne Lender's Attorne Subtotal	ys' Fees	\$4,710.00 \$125.00	\$4,835.00	
TOTAL DISBURSEMEN	ITS:		\$7,485.00	
Loan Amount Less Disbursements & F Total Available to Borrow		\$1,000,000.00 \$7,485.00 \$992,515.00		

The undersigned acknowledges the receipt of a copy of the Mortgage, Promissory Note, this Loan Closing Statement, and other related documents (collectively, the "Loan Documents") and agrees to the correctness hereof and authorizes and ratifies the disbursements of the amounts shown above; however, completion of this Loan and disbursement is contingent upon the final approval by Fugate & Fugate Law Firm (the

"Lender's Counsel") and subject to the undersigned's performance of the terms and conditions of all Loan Documents, (including, but not limited to, the Post Closing Letter executed simultaneously herewith by Borrower).

The Borrower acknowledges that in preparing the Loan Closing Statement, Lender's Counsel has necessarily relied upon information provided by others and therefore cannot warrant the accuracy of that information.

Borrower is responsible for all costs and expenses of the above described loan transaction, including, without limitation, title insurance, other insurances, surveys, appraisals, recording charges, Lender's Counsel fees, and other items required by Lender. In the event the amounts set forth above are insufficient to cover all costs and expenses associated with this Loan transaction, the Borrower shall reimburse Lender for any such insufficiency upon demand.

Borrower hereby accepts and approves the foregoing Loan Closing Statement and all disbursements referred to herein effective the Closing Date above.

BORROWE	ER:					
Community Williston, Fl	Redevelopment orida	Agency	of	the	City	of
By:						
Name:	97 2					
Title:	y - 10					-

RESOLUTION 2023-42

Borrower: COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF WILLISTON, FLORIDA P. O. Box 160 Williston, Florida 32696	Lender: Seacoast National Bank 342 East Noble Avenue P. O. Box 788 Williston, Florida 32696	: :
WHEREAS, the Community Redevelopmen validly created and existing under the laws of the State of Florida; and	t Agency of the City of Williston, Florida, (the "Ce of Florida and is duly authorized to transact bus	
WHEREAS, the CRA has determined that it project to be paid, in part, by funding provided under promissory note being repaid with funds received by		n, with the
WHEREAS, the CRA hereby finds that, after associated with competitively bidding for placement of dealing with a locally owned financial institution, it was loan with Seacoast National Bank rather than award to	yould be in the best interest of the CRA to directly	ston from
NOW THEREFORE, BE IT RESOLVED B THE CITY OF WILLISTON, FLORIDA, THAT:	Y THE COMMUNITY REDEVELOPMENT AG	ENCY OF
1, as Chain authorized and empowered to execute and deliver to I identical to that which is attached hereto as Exhibit "A which documents include a pledge of annual tax incre	A", (Loan Agreement) and Exhibit "B", (Promisso	a form
2. Principal advances anticipated by the propayment of draws to fund the redevelopment project,	omissory note, at the time as the funds are necessa shall be authorized by the CRA.	ry for the
Passed by the CRA Board in regular session	, this day of, 2023.	
	COMMUNITY REDEVELOPMENT AGNECY CITY OF WILLISTON, FLORIDA	
	BY:, CRA Chairm	ian
ATTEST:		
, CRA Secretary		
APPROVED:		

S. Scott Walker, City Attorney

LOAN AGREEMENT

THIS AGREEMENT, made effective as of _______, 2023, by the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF WILLISTON, FLORIDA, (the "CRA"), in connection with and as a part of that certain promissory note, ("Note"), given to SEACOAST NATIONAL BANK, (the "Lender"), with the intention that this agreement be incorporated therein;

WHEREAS, The CRA has determined to proceed with a redevelopment project within the City of Williston's designated Community Redevelopment Area, which project serves a valid CRA and municipal purpose; and

WHEREAS the cash reserves of the CRA are insufficient to fully fund the anticipated redevelopment project; and

WHEREAS, the CRA desires to borrow funds from the Lender in order to fully fund the anticipated redevelopment project to be repaid from future CRA revenues;

NOW, THEREFORE, the CRA does hereby acknowledge, agree and covenant as follows:

SECTION 1: <u>Representations of the CRA</u>. The CRA represents for the benefit of the Lender as follows:

- (a) Organization and Authority.
- (i) The CRA is duly created and validly existing pursuant to the provisions of Part III, Chapter 163, Florida Statutes.
- (ii) The CRA has full legal right and authority as of the date hereof to carry on its redevelopment activities, to enter into this Loan Agreement, to execute and deliver the Note, to undertake and complete the CRA's redevelopment project, and to carry out and consummate all transactions contemplated by this Loan Agreement.
- (iii) The proceedings of the CRA governing body approving this Loan Agreement and the Note and authorizing their execution and delivery on behalf of the CRA and authorizing the CRA to undertake and complete the CRA's redevelopment project have been duly and lawfully adopted at a meeting or meetings duly called and held at which quorums were present and acting throughout and such meeting or meetings were duly called pursuant to necessary public notice and held in accordance with all applicable law including Section 286.011, Florida Statutes, as amended.
- (b) <u>Compliance with Existing Laws and Agreements.</u> The execution and delivery of this Loan Agreement and the Note by the CRA, the performance by the CRA of its obligations hereunder and thereunder and the consummation of the transactions provided for in the Loan Agreement and the Note and compliance by the CRA with the provisions of this Loan

Agreement and the Note and the undertaking and completion of the CRA's redevelopment project will not result in any breach of the any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the CRA pursuant to any existing bond ordinance, trust agreement, indenture, mortgage, deed of trust, to which the CRA is a party or by which the CRA, or any of its property is or may be bound, nor will such action result in any violation of the provisions of any document pursuant to which the CRA was established or any laws, ordinances, governmental rules, regulations or court orders to which the CRA, or its property or operations is subject.

(c) <u>Use of Proceeds.</u> The CRA will apply the proceeds of the Loan received from Lender for the CRA redevelopment project. The CRA will not use any of the proceeds of the Loan in a manner which would cause the interest paid by the CRA on the Loan to be included in the Gross Income of the Lender.

SECTION 2: Particular Covenants of the CRA.

- (a) The CRA agrees (i) to cooperate with Lender in the performance of the obligations of the CRA under this Loan Agreement; (ii) to generate funds sufficient to fulfill the terms of all contracts and agreements made by the CRA, including, without limitation, this Loan Agreement, and (iii) to pay all other amounts payable from or constituting a lien or charge on the revenues or other receipts of the CRA.
- (b) The CRA shall not be required to make payments under this Loan Agreement except from the revenues or other receipts of the CRA and from other funds of the CRA which are legally available therefor.
- (c) The CRA shall not sell, lease, abandon or otherwise dispose of any assets of the CRA, outside of normal agency operations, except on written consent by Lender.
- (d) The CRA covenants and agrees that it shall not take any action or omit to take any action which would result in the loss of the exclusion from gross income for Federal income tax purposes of the interest on any Obligation or Obligations issued by Lender or which could be issued by Lender in the future, as governed by the Internal Revenue Code or any rulings promulgated thereunder or as affected by a decision of any court or competent jurisdiction.
- (e) The CRA shall keep accurate records and accounts for the CRA, separate and distinct from other records and accounts of the City. Such records and accounts shall be audited annually by an independent certified public accountant. Such records and accounts shall be made available for inspection by Lender at any reasonable time, and a copy such annual audit, including all written comments and recommendations of such accountants, shall be furnished to Lender as soon as available.
- (f) The CRA will furnish or cause to be furnished to Lender annual audited financial statements on forms satisfactory to Lender, including balance sheets and income statements, for all corporate Borrowers, within 120 days after each fiscal year end.
- (g) The CRA shall maintain or cause to be maintained, in force, insurance with responsible insurers with policies or self insurance providing against risk or direct physical loss, damage or destruction of the assets of the CRA, including liability all to the extent available at reasonable cost but in no case less than will satisfy all applicable regulatory requirements.

(h)	The CRA certifies that the cost o	The CRA certifies that the cost of the City's redevelopment project is a reasonable stimation thereof and upon direction of the Lender will supply the same with a						
certificate fr	om CRA or independent engineers	on of the Lender	Will suppl	y the same with a				
reasonable a	and accurate estimation thereof.	stating that such	cost of the	CKA project is a				
(i)		ender of any ma	aterial adve	erse change in the				
CRA.	The CRA shall promptly notify Lender, of any material adverse change in the							
	outed after approval by the CRA Box, 2023.	ard in regular sess	sion, this _	day of				
		MMUNITY REI FY OF WILLIST		PMENT AGNECY RIDA				
	BY	•		<u></u>				
				, CRA Chairman				
ATTEST:								
7111201.								
	•							
	, CRA Secretary							
APPROVED	AS TO FORM AND LEGALITY:	· ·						
	, CRA a	- nd City Attorney						
	; ;							

PROMISSORY NOTE

Borrower: COMMUNITY REDEVELOPMENT Lender: SEACOAST NATIONAL BANK AGENCY OF THE CITY OF WILLISTON 342 East Noble Avenue **FLORIDA** P. O. Box 788 P.O. Box 160 Williston, Florida 32696 Williston, Florida 32696 Principal Amount: \$1,000,000.00 Date of Note: PROMISE TO PAY. THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF WILLISTON, FLORIDA, (the "Borrower"), promises to pay to Seacoast National Bank, ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Million and 00/100 dollars, (\$1,000,000.00), or so much as may be outstanding, together with interest on the unpaid principal balance from the date that principal is advanced until paid in full. INTEREST RATE. The interest rate on this Note shall be 5.15% per annum. LINE OF CREDIT. This Note evidences a straight line of credit under which principal advances up to the Principal Amount are contemplated. When advances are made totaling the Principal Amount, or one year after the date of Note, whichever occurs earlier, Borrower is not entitled to any further principal advances. Advances under this line of credit shall be authorized by a written resolution adopted by a majority of the Board of the CRA at a regularly scheduled CRA meeting. Borrower agrees to be liable for all amounts advanced in accordance with the above authorization process and credited to any of Borrower's accounts with Lender. **PAYMENT.** Borrowers will pay this loan in 12 monthly payments of interest only, beginning 2023, followed by 48 monthly payments in an amount required to amortize the unpaid principal balance in equal monthly payments over the remaining life of the loan, with the first such amortized payment being due on , 2024. If not paid earlier, Borrower's final payment will be due on , 2028, and will be for all principal and all accrued interest not yet paid. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower's obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in Borrower making fewer payments.

accrued unpaid interest, then to principal, and any remaining amount to any unpaid costs and late charges.

REVENUE PLEDGE. To secure Borrower's repayment obligations under this Note, the CRA assigns to Lender all tax increment revenues, (pursuant to Fla. Stat. Chapter 163), received by the CRA. Borrower agrees that, if the CRA revenue received is insufficient to pay the payments due under this Note, the CRA will pay any shortage from other legally available funds. Borrower and Lender further agree and acknowledge that this Note is a "revenue obligation" and that the full faith and credit or taxing power of the Borrower is not pledged, either directly or indirectly for the repayment of this Note.

TAX EXEMPTION ON INTEREST. Borrower represents, covenants and warrants that it is a political subdivision of the State of Florida, such that any interest received by Lender under this Note shall qualify for exemption from Federal income taxes under the Internal Revenue Code. Borrower understands that the interest rate on this Note is calculated based on the corporate tax rates applicable under the Internal Revenue Code as of the date

of this Note. In the event that corporate tax rates should decrease or that there be other changes in the Internal Revenue Code which may affect the tax equivalent yield of the interest received by the Lender under this Note, the interest rate shall be adjusted upon written notice from Lender to Borrower to achieve the same tax equivalent yield recognized by Lender as of the inception of this Note.

DEFAULT. Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender. (c) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect either now or at the time made or furnished. (d) Borrower becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender. (f) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on the Note and all accrued unpaid interest immediately due, without notice. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender the amount of these costs and expenses, which includes, subject to any limits under applicable law. Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys; fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. This Note has been delivered to Lender and accepted by Lender in the State of Florida. If there is a lawsuit, Borrowers agree upon Lender's request to submit to the jurisdiction of the courts of Levy County, the State of Florida. This Note shall be construed in accordance with the laws of the State of Florida.

JURY TRIAL WAIVER. (a) THE LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. (b) THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES. (c) BORROWER AND LENDER WAIVE TRIAL BY JURY IN RESPECT OF ANY DISPUTE AND ANY ACTION ON DISPUTE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY BORROWER AND LENDER, AND BORROWER AND LENDER HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE LOAN DOCUMENTS. BORROWER AND LENDER ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. BORROWER FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS NOTE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Borrower does not agree or intend to pay, and Lender does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect"), any amount in the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause Lender to charge or collect more for this loan than the maximum Lender would be permitted to charge or collect by federal law of the State of Florida (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to Borrower. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower, to the extent allowed by law, waives presentment, demand for payment,

protest and notice of dishonor. The terms of this Note and of the other Loan Documents shall bind and inure to the benefit of the heirs, devisees, representatives, successors and assigns of the parties. The foregoing sentence shall not be construed to permit Borrower to assign the Loan except as otherwise permitted under the Loan Documents. Time is of the essence with respect to Borrower's obligations under this Note. Borrower and each party executing this Note as Borrower hereby severally: (a) waive demand, presentment for payment, notice of dishonor and of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices (except any notices which are specifically required by this Note or any other Loan Document), filing of suit and diligence in collecting this Note or enforcing any of the security herefor; (b) agree to any substitution, subordination, exchange or release of any such security or the release of any party primarily or secondarily liable hereon; (c) agree that Lender shall not be required first to institute suit or exhaust its remedies hereon against Borrower or others liable or to become liable hereon or to perfect or enforce its rights against them or any security herefor; (d) consent to any extensions or postponements of time of payment of this Note for any period or periods of time and to any partial payments, before or after maturity, and to any other indulgences with respect hereto, without notice thereof to any of them; and (e) submit (and waive all rights to object) to non-exclusive personal jurisdiction of any state or federal court sitting in the state and county in which payment of this Note is to be made for the enforcement of any and all obligations under this Note and the other Loan Documents; (f) waive the benefit of all homestead and similar exemptions as to this Note; (g) agree that their liability under this Note shall not be affected or impaired by any determination that any title, security interest or lien taken by Lender to secure this Note is invalid or unperfected; and (h) hereby subordinate to the Loan and the Loan Documents any and all rights against Borrower and any security for the payment of this Note, whether by subrogation, agreement or otherwise, until this Note is paid in full. A determination that any provision of this Note is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Note to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances. This Note may not be amended except in a writing specifically intended for such purpose and executed by the party against whom enforcement of the amendment is sought. Captions and headings in this Note are for convenience only and shall be disregarded in construing it. This Note and its validity, enforcement and interpretation shall be governed by the laws of the state in which payment of this Note is to be made (without regard to any principles of conflicts of laws) and applicable United States federal law. Whenever a time of day is referred to herein, unless otherwise specified such time shall be the local time of the place where payment of this Note is to be made. The term "Business Day" shall mean a day on which Lender is open for the conduct of substantially all of its banking business at its office in the city in which this Note is payable (excluding Saturdays and Sundays). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement. The words "include" and "including" shall be interpreted as if followed by the words "without limitation."

	: :		COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF WILLISTON, FLORIDA
			BY:, CRA Chairman
ATTEST:	:		
		, CRA Secretary	

COOPERATION AGREEMENT

STATE OF FLOCOUNTY OF I			
LOAN NUMBE	CR:		
LENDER:	SEACOAST NATIONAL BANK		
BORROWER:	COMMUNITY REDEVELOPME	NT AGENCY OF THE CITY OF WILLISTON,	FLORIDA
requested by SE to fully cooperat	ACOAST NATIONAL BANK, or th	the loan made by SEACOAST NATIONAL BANde law firm of NORM D. FUGATE, P.A., or its clocorrection or completion of loan closing documents BANK.	sing agent,
	rrower understands that this may inclu and other documents to reflect the ag	de the correction or execution of a <i>Revolving</i> Promigreed terms.	ssory Note,
Dated:	, 2023		
Signed, sealed	and delivered in the presence of:	BORROWER:	
		COMMUNITY REDEVELOPMENT AGE THE CITY OF WILLISTON, FLORIDA	
Print Name:		By:Print Name:Title:	
Print Name:			

STATE OF FLORIDA			
COUNTY OF			
• -			
	Acknowledgment		
The foregoing instrument was ackn of , and who is personally know	owledged this day	before me by	, as the
ond who is normanally know	, a Florid	a	, on behalf of said
, and who is personally know	wn to me or produce	Q	as identification.
Witness my hand and official seal, this	day of	, 20	
• •	Nota	rv.	
[NOTARIAL SEAL]	Print	Name:	· · · · · · · · · · · · · · · · · · ·
[]	Nota	ry Public, State of Flo	rida
	Му с	ry Public, State of Flor commission expires:	
1		•	
CTATE OF FLORIDA			
STATE OF FLORIDA		•	
COUNTY OF			
	Acknowledgment		
		,	
The foregoing instrument was acknow Vice President of SEACOAST NATIONAL	PANK a national l	re me by	as a Senior
banking association, and who is personally know	vn to me or produced	oanking association, (on benail of said hationa
in and the is personally know	in to me or produced		as identification.
Witness my hand and official seal, this	day of	, 20 .	
	*		

AGREEMENT WAIVING RIGHT TO JURY TRIAL

Borrower: COMMUNITY REDEVELOPMENT Lender: SEACOAST NATIONAL BANK AGENCY OF THE CITY OF WILLISTON 342 East Noble Avenue P. O. Box 788 **FLORIDA** P.O. Box 160 Williston, Florida 32696 Williston, Florida 32696

Principal Amount: \$1,000,000.00 Date of Note:, 2023				
Principal Amount: \$1,000,000.00 Date of Note:, 2023				
	Principal Amount:	\$1,000,000.00	Date of Note:	_, 2023

WITNESSETH:

WHEREAS, Borrower has this date executed a Promissory Note in the principal amount of \$1,000,000.00, and a Loan Agreement, the "Note", and the "Loan Agreement", respectively) pursuant to which Lender has agreed to make a loan to Borrower (the "Loan"), which instruments, collectively with all other documents executed in connection therewith are referred to as the "Loan Documents"); and

WHEREAS, Lender and Borrower recognize that the Loan is a complex business transaction, that the Loan Documents are lengthy and technical in nature and may be susceptible to misinterpretation if isolated provisions are the subject of review, and that in the event of any dispute as to the rights and obligations of the parties under the Loan Documents and otherwise with respect to the Loan, a judge, rather than a jury, would be the most efficient and best qualified trier of fact; and

WHEREAS, accordingly, Lender and Borrower desire to waive their respective rights to jury trial with respect to any litigation or other legal proceeding based on any Loan Document, or arising out of, under or in connection with any Loan Document of the Loan.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, and in further consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration in hand paid by each party hereto to the other, the receipt and sufficiency of such consideration being hereby mutually acknowledged, the Lender and the Borrower hereby agree as follows:

- The foregoing recitals are true and correct and are hereby incorporated into this Agreement. 1.
- Lender and Borrower each knowingly, voluntarily, and intentionally waive any right they may have to a trial by jury, with respect to any litigation or legal proceedings based on, or arising out of the Loan Documents, including any course of conduct, course of dealings, verbal or written statements, or actions or omissions of any party which in any way relates to the Loan. The parties hereto have specifically discussed and negotiated this waiver and understand the legal consequences of signing this Agreement.
- This waiver by Borrower is material inducement for Lender to make the Loan, and the Lender's waiver is a material inducement for Borrower's acceptance of the Loan, for Borrower's execution of the Loan Documents.
- At any party's request, the other parties will join in asking the Court in which suit is pending to try the case and decide all issues, including issues of fact, without a jury.
- Notwithstanding the narrower definition ascribed to the term "Loan" above, the term "Loan" as used in this Agreement will include, without limitation, any future advances, modifications, renewals, extensions, and refinancing of the loan described in the recitals.

- 6. If for any reason the waivers set forth above are declared or found by a court of competent jurisdiction to be invalid, illegal or unenforceable, and any litigation or other legal proceeding relating to or arising in connection with the Loan is in fact conducted before an impaneled jury, each party hereto agrees that it will not seek to have this Agreement or the existence thereof admitted into evidence with respect to such litigation or other legal proceeding. The parties hereto acknowledge that damages are an inadequate remedy for any breach of the covenant set forth in the preceding sentence and, therefore, such covenant shall be subject to enforcement by injunctive relief without the need to demonstrate the inadequacy of monetary damages.
- 7. If any one or more of the provisions contained in this Agreement are declared or found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision or portion thereof shall be deemed stricken and severed and the remaining provisions hereof shall continue in full force and effect.
- 8. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal and personal representatives, successors and assigns.
- 9. The validity, meaning and effect of this Agreement shall be determined as provided by the laws of the State of Florida applicable to agreements made and to be performed in the State of Florida.

The parties hereto have executed this Agreement effective as of the date first above written.

: :	BORROWER:	
: : :	COMMUNITY REDEVELOPMENT AGENCE THE CITY OF WILLISTON, FLORIDA	Y OF
	Ву:	
Print Name:	By:Print Name:Title:	
Print Name:		
		-
	LENDER:	
	SEACOAST NATIONAL BANK, a national baassociation	inking
	By	
Print Name:	By: Print Name:	
1	Title:	
Print Name:		

STATE OF FLORIDA COUNTY OF Acknowledgment The foregoing instrument was acknowledged this day before me by of ______, a Florida _____, on behalf of said _____, and who is personally known to me or produced ______ as identification. Witness my hand and official seal, this day of , 20 . Notary: ___ Print Name: [NOTARIAL SEAL] Notary Public, State of Florida My commission expires: STATE OF FLORIDA COUNTY OF ____ Acknowledgment The foregoing instrument was acknowledged this day before me by _______, as a *[Senior]* Vice President of SEACOAST NATIONAL BANK, a national banking association, on behalf of said national banking association, and who is personally known to me or produced ______ as identification. Witness my hand and official seal, this ____ day of _______, 20 . Notary: _____ Print Name: [NOTARIAL SEAL] Notary Public, State of Florida My commission expires:

NO REPRESENTATION CERTIFICATE

Lender: SEACOAST NATIONAL BANK

Borrower: COMMUNITY REDEVELOPMENT

AGENCY OF THE CITY OF WILLISTO FLORIDA P.O. Box 160 Williston, Florida 32696	ON 342 East Noble Avenue P. O. Box 788 Williston, Florida 32696
Principal Amount: \$1,000,000.00	Date of Note:, 2023
services on behalf of SEACOAST NATIONAL BANK	A., ("Lender's Counsel"), has been retained to provide certain a national banking association (the "Lender") in connection the Lender to the Borrower and that Lender's Counsel has ction for the exclusive and sole benefit of the Lender.
with respect to the Loan, Lender's Counsel is not acting as	g that Lender's Counsel has prepared certain legal documents s an attorney for the Borrower in this matter. Notwithstanding rged to the Borrower as part of the closing costs, the Borrower ed the Lender with respect to the Loan.
The Borrower further acknowledges that Lender's Courrespect to the Loan or any matter connected therewith, a any way.	nsel has made no legal representations to the Borrower with and that the Borrower has not relied upon Lender's Counsel in
Additionally, the Borrower further represents and warra independent legal counsel.	ants that it has been represented in the subject transaction by
The foregoing statements are true and correct and are macounsel for the Loan.	ade in order to induce Lender's Counsel to act as the Lender's
Dated this, 2023.	
Signed, sealed and delivered in the presence of:	BORROWER:
	COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF WILLISTON, FLORIDA
Print Name:	By:Print Name:
	Title:
Print Name:	

STATE OF FLORIDA		
COUNTY OF		
Acknowledg	gment	
The foregoing instrument was acknowledged the of, a mode who is personally known to me or produced the, and who is personally known to me or produced the, and who is personally known to me or produced the, and who is personally known to me or produced the, and who is personally known to me or produced the, and who is personally known to me or produced the, and who is personally known to me or produced the, and who is personally known to me or produced the, and who is personally known to me or produced the, and who is personally known to me or produced the, and who is personally known to me or produced the, and who is personally known to me or produced the, and who is personally known to me or produced the, and who is personally known to me or produced the	Florida, on behalf roduced as identificated	, as the of said
[NOTARIAL SEAL]	Notary: Print Name: Notary Public, State of Florida My commission expires:	
STATE OF FLORIDA		
COUNTY OF		
Acknowledg	gment	
The foregoing instrument was acknowledged this da Vice President of SEACOAST NATIONAL BANK , a na banking association, and who is personally known to me or president of the pr	tional banking association, on behalf of said	national
Witness my hand and official seal, this day of _	, 20	
	. N. e	
[NOTARIAL SEAL]	Notary:Print Name:	
	Notary Public, State of Florida My commission expires:	

	, 2023
SEACOAST N	ATIONAL BANK
P. O. Box 788	
342 East Noble	Avenue
Williston, Flori	da 32696
Re: Propose	d Promissory Note and Revenue Pledge

- 10 P	and the same and t
Ladies and C	Gentlemen:
l am legal co you in conn	ounsel to the, (the "City"), and am furnishing this opinion to lection with the proposed promissory note and revenue pledge to finance
	ed herein in capitalized form and not otherwise defined herein shall have the ags as ascribed to them in the Agreement.
	on with this opinion, I have examined originals or copies, certified or entified to my satisfaction, of the following:
(a)	The Constitution and laws of the State of Florida including, as applicable, special acts, ordinances, charters and agreements pursuant to which the City was created and by which it is governed;
(b)	Resolution No, duly adopted on, 2023, (the "Resolution"), authorizing the City to execute and deliver the promissory note described therein;
(c)	The proposed promissory note from the City to the Bank, dated, 2023, in the amount of, which includes a revenue pledge;
(d)	All outstanding instruments relating to bonds, notes or other indebtedness

I have also examined and relied upon originals or copies, certified or otherwise authenticated to my satisfaction, of such other records, documents, certificates and other instruments, and made such investigations of law, as in my judgment I have deemed necessary or appropriate to enable me to render the opinions expressed below.

Based upon the foregoing, I am of the opinion that:

of or relating to the City.

- 1. The City is a public body corporate and municipal corporation of the State of Florida, duly organized and validly existing under the laws of the State of Florida, with the legal right to provide water utility and solid waste utility services.
- 2. The City has the right and power to adopt the Resolution and the promissory note authorized thereunder, and the Resolution has been duly adopted by the City and is in full force and effect as of the date hereof in the form in which adopted.
- 3. The City has the right and power to pledge the revenue stream as set forth in the Resolution and the promissory note, and the revenue pledge constitutes the legal, valid and binding agreement and obligation of the City, enforceable against the City in accordance with its terms.
- 4. The authorization, execution, delivery, receipt and performance of the Resolution do not violate any applicable judgment or order of any court and do not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, the terms of any statute of the State of Florida, the City's ordinances or charter, any administrative rule or regulation of the State of Florida or any agency thereof or of any bond resolution, indenture, agreement, license, permit, franchise, or other instrument to which the City is subject, or by which it or any of its properties is bound, or result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the City, nor do such actions result in any violation of any order, rule or regulation applicable to the City of any court or of any federal, state or other regulatory authority or governmental body having jurisdiction over the City or any federal statute, order, rule or regulation applicable to the City or the State of Florida.
- 5. All approvals, consents or authorizations of, or registrations, or filings with, any governmental authority or person required on the part of the City in connection with the execution, delivery and performance by it of the Agreement have been obtained or made.
- 6. There is no action, suit, litigation, inquiry, investigation or other proceeding by or before any court, governmental agency, public board or body or other tribunal of competent jurisdiction (either State or Federal) pending or, to the best of my knowledge after due inquiry, threatened against the City which (a) questions the creation, organization or existence of the City, (b) affects or seeks to prohibit, restrain or enjoin the city from entering into, or wherein an unfavorable decision would materially adversely affect the ability of the City to, comply with its obligations contained in the promissory note, including the payment obligations to the Bank contained therein, or (c) in any way affects or questions the validity, legality or enforceability of the promissory note, nor, to the best of my knowledge, is there any basis therefor.

The opinions set forth herein as to the enforceability of the legal obligations of the City are subject to and limited by (i) bankruptcy, insolvency, reorganization, moratorium and

similar laws, in each case relating to or affecting the enforcement of creditors' rights generally, and (ii) other general principles of equity.

Very truly yours,



CERTIFICATION OF BENEFICIAL OWNERS OF LEGAL ENTITIES

I. GENERAL INSTRUCTIONS

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

WHO HAS TO COMPLETE THIS FORM?

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

For the purposes of this form, a legal entity includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. Legal entity does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

WHAT INFORMATION DO LEAVE TO PROVIDE?

This form requires you to provide the name, address, date of birth and Social Security number (or passport number in the case of Non-U.S. Persons) for the following individuals (i.e., the beneficial owners):

- i. Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); and
- ii. An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (ii)). The financial institution may also ask to see a copy of a driver's license or other identifying document for each beneficial owner listed on this form.

II. CERTIFICATION OF BENEFICIAL OWNER(S)

PERSONS OPENING AN ACCIDITATION BEHALF OF A LEGAL ENTITY MUS	T PROVIDE THE FOLLOWING INFORMATION.
Name and Title of Natural Person Opening Account:	
Type of Legal Entity for Which the Account is Being Opened:	
Legal Entity Identifier (optional):	
Name of Legal Entity for Which the Account is Being Opened:	
Physical Address of Legal Entity for Which the Account is Being Opened	

Provide the following information for each individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise, owns 25% or more of the equity interests of the legal entity listed above:

PROFILE #1								
Name			Date of Birth	% Owner				
Address (Residential or Busir	ess Street Address)							
For U.S. Persons: Social Secur	ity Number		For Non-U.S. Persons: Passport # & Country					
PROFILE #?			The state of the s					
Name			Date of Birth	% Owner				
Address (Residential or Busin	ess Street Address)			:				
For U.S. Persons: Social Security Number For Non-U.S. Persons: Passport # & Country								
PROFILE #3								
Name			Date of Birth	% Owner				
Address (Residential or Busin	ess Street Address)							
For U.S. Persons: Social Security Number For Non-U.S. Persons: Passport # & Country								
PROFILE #4				in the control of the				
Name			Date of Birth	% Owner				
Address (Residential or Busin	eess Street Address)							
For U.S. Persons: Social Secur	ity Number		For Non-U.S. Persons: Passport # & Country					
☐ If checked, Beneficial Owner listing requirement is Not Applicable ☐ If checked, No additional Individuals with Ownership Over 25% ☐ If checked, Additional business entities own the primary legal entity The following information for one individual with significant responsibility for managing the Legal Entity listed above: • An executive officer or senior manager (e.g. Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or, • Any other individual who regularly performs similar functions. If appropriate, an individual listed in the section above may also be listed in this section.								
Name	- - -	Date c	f Birth	% Owner				
Address (Residential or Busin	ess Street Address)	~~~~~		· · · · · · · · · · · · · · · · · · ·				
For U.S. Persons: Social Security Number			For Non-U.S. Persons: Passport # & Country					
I, (name of natural person opening account), hereby certify, to the best of my knowledge, that the information above is complete and correct.								
At the time of each renewal	or this product (if applicable), I als	o agree	e to notify Seacoast Bank of any change in ben	eficial ownership information.				
1. Signature/Borrower		Title		Date				

CRA AGENDA ITEM

TOPIC: Adopt 2023/2024 Budget By Resolution

REQUESTED BY: Laura Jones, City Planner

Stephen Bloom, City Finance Director

BACKGROUND / DESCRIPTION:

2023/2024 Budget

LEGAL REVIEW: NA

FISCAL IMPACTS: None

RECOMMENDED ACTION:

Adopt the 2023/2024 Budget by Resolution

ATTACHMENTS:

2023/2024 CRA Budget Resolution 2022-88

CRA BOARD ACTION:

_____APPROVED _____ DISAPPROVED

RESOLUTION 2023-88

CITY OF WILLISTON COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE CITY OF WILLISTON COMMUNITY REDEVELOPMENT AGENCY (CRA) ADOPTING A BUDGET FOR THE TAX INCREMENT FINANCING DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston, Levy County, Florida, held a properly noticed public hearing on September 26th, 2023, relating to the final budget for Fiscal Year 2023-2024; and

WHEREAS, the City of Williston, Levy County, Florida, approved Resolution 2023-80 adopting a final millage of 6.75 mills; and

NOW, THEREFORE, BE IT RESOLVED by the City of Williston Community Redevelopment Agency, Levy County, Florida, that:

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

Section 2. That the budget of the City of Williston Community Redevelopment Agency Tax Increment Financing District, summarized as to estimated revenues, appropriations and transfers by fund is set forth as shown in Exhibit A attached herein and is hereby adopted and approved as the final budget for the City of Williston Community Redevelopment Agency Tax Increment Financing District for the fiscal year beginning October 1, 2023.

<u>Section 3.</u> All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED at a meeting of the City of Williston Community Redevelopment Agency this 9th day of October 2023.

Nick Williams, President	
City of Williston Community Redevelopment	Agency
ATTEST: Latricia Wright	
City Clerk	



Number	Description			FY 2022 Actual	FY2023 Budget	FY2023 Projected	FY2024 Budget	% Budget Incr. (Decr.)
REVENUES/SOUR	CES							
403-331-200	Tax Incremental Revenue City		\$	141,462	\$ 170,991	\$ 170,991	\$ 201,737	18.0%
403-331-300	Tax Incremental Revenue - County		,	188,616	227,988	227,988	268,983	18.0%
403-360-100	Miscellaneous Income			1,680	-	480	-	n/a
403-361-100	Interest Income			50	150	21	25	-83.3%
403-366-000	Donations			-	_	5,296	_	n/a
403-385-000	Special Events			_	500	500	500	0.0%
403-384-000	Use of Fund Balance			_	117,035	_	512,777	338.1%
403-384-100	Bank Loan			-	1,000,000	497,745	-	-100.0%
TOTAL REVENUE	ES/SOURCES			331,808	1,516,664	903,022	984,022	190.8%
EXPENDITURES/U	<u>SES</u>							
Personal Services							= .	
403-552-010-112	Salaries & Wages			51,471	47,730	45,036	51,474	7.8%
	P&Z Admin Assistant (40%)	\$15,725						
	City Planner (50%)	\$31,772						
	Accounts Payable Specialist (10%)	\$3,952						
	Safety Pay (Various)	\$25	-					
	Subtotal _	\$51,474	-					
403-552-010-014	Overtime			208	150	226	150	0.0%
403-552-010-021	Payroll Taxes			3,861	3,663	3,377	3,949	7.8%
403-552-010-022	Retirement Contributions			992	477	477	3,742	684.0%
403-552-010-023	Life & Health Insurance			11,378	10,921	10,684	10,427	-4.5%
403-552-010-024	Worker's Compensation			1,703	1,567	2,277	1,645	5.0%
403-552-010-113	Other Salaries & Wages			28	-	21	-	n/a
	Total Personal Services			69,641	64,508	62,097	71,387	10.7%
Operating Expense	<u>es</u>							
403-552-030-031	Professional Services			3,911	15,000	11,119	15,000	0.0%
403-552-030-032	Auditing Fees			2,701	7,300	7,300	7,500	2.7%
403-552-030-036	Financial Services			6,886	7,000	5,061	5,980	-14.6%
403-552-030-040	Travel And Per Diem			327	3,000	1,500	3,000	0.0%
403-552-030-042	Postage			-	200	100	200	0.0%
403-552-030-154	Dues & Subscriptions			620	620	620	620	0.0%
403-552-030-155	Annual Filing Fee			175	175	233	175	0.0%
403-552-030-248	Advertising			457	1,000	22	1,000	0.0%
403-552-030-254	Training - Schools & Seminars			_	3,000	1,500	3,000	0.0%
403-552-030-352	Materials And Supplies			195	15,000	10,000	15,000	0.0%
403-552-030-400	Special Events			1,300	750	1,533	750	0.0%
	Total Operating Expenses			16,572	53,045	38,988	52,225	-1.5%
Debt Service Expe	nses							
403-530-090-015	Interest Expense			_	25,725	_	46,096	79.2%
405-530-090-010	Principal Expense			_	_0,1 _0	_	231,071	n/a
	Loan Fee			-	1 750	1 750	231,071	
405-530-090-016				<u> </u>	1,750	1,750	277 467	-100.0%
	Total Debt Service Expenses				27,475	1,750	277,167	908.8%

CRA Fund - FY 2023/24 Budget

Number	Description	FY 2022 Actual	FY2023 Budget	FY2023 Projected	FY2024 Budget	% Budget Incr. (Decr.)
Capital Outlay / Pro	<u>pjects</u>					
403-552-060-064	Capital Outlay - Misc. Projects	444,383	137,357	2,500	558,243	306.4%
403-552-060-062	Capital Outlay - Sidewalks	-	-	5,300	-	n/a
403-552-060-067	Capital Project - Arcade	-	209,280	51,500	-	-100.0%
403-552-060-065	Block 12 Parking Lot		1,000,000	497,745	-	-100.0%
	Total Capital Outlay / Projects	444,383	1,346,636	557,045	558,243	-58.5%
Non-Operating Exp	<u>penses</u>					
403-552-080-082	Facade Grant	750	25,000	750	25,000	0.0%
	Total Non-Operating Expenses	750	25,000	750	25,000	0.0%
TOTAL EXPENDI	TURES/USES	531,345	1,516,664	660,629	984,022	-35.1%
REVENUES OVE	R (UNDER) EXPENDITURES	\$ (199,537)	\$ -	\$ 242,392	\$ -	n/a

CRA AGENDA ITEM

TOPIC: Purvis Gray Audit Report 2021/2022

REQUESTED BY: Laura Jones, City Planner

BACKGROUND / DESCRIPTION:

Purvis Gray Audit Report through September 30, 2022 Opinions

"We have audited the accompanying financial statements of governmental activities and the major fund of the Williston Community Redevelopment Agency (the CRA), a component unit of the City of Williston, Florida (the City), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the CRA, as of September 30, 2022, and the respective changes in financial position, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America."

LEGAL REVIEW: NA

FISCAL IMPACTS: None

RECOMMENDED ACTION: Approve Auditor's Report

ATTACHMENTS: 2021/2022 Auditors report Williston Community Redevelopment Agency Financial Statements and Independent Auditor's Report

CRA BOARD ACTION:	
APPROVED	DISAPPROVED

2()22

Williston Community Redevelopment

Financial Statements and Independent Auditor's Report September 30, 2022



FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORT

WILLISTON COMMUNITY REDEVELOPMENT AGENCY WILLISTON, FLORIDA

SEPTEMBER 30, 2022

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INDEPENDENT AUDITOR'S REPORT

The Board of Directors
Williston Community Redevelopment Agency
Williston, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of governmental activities and the major fund of the Williston Community Redevelopment Agency (the CRA), a component unit of the City of Williston, Florida (the City), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the CRA, as of September 30, 2022, and the respective changes in financial position, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the CRA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the CRA's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the CRA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison schedule, as listed in the table of contents, are presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management

INDEPENDENT AUDITOR'S REPORT

about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 29, 2023, on our consideration of the CRA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA 's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering CRA's internal control over financial reporting and compliance.

June 29, 2023

Purvis Gray

Ocala, Florida

This supplement to the Independent Auditor's Report and Financial Statements has been developed in accordance with the Government Accounting Standards Board Statement No. 34. It is intended to provide the readers of this report with a general overview of the financial activities of the Williston Community Redevelopment Agency (the CRA). The CRA provides the following discussion and analysis of the CRA's financial activities for the fiscal year ended September 30, 2022. Management's Discussion and Analysis is designed to: (a) assist the reader to focus on significant financial issues, (b) provide an overview of the CRA's financial activities, (c) identify changes in the CRA's financial position, (d) identify material deviations from the financial plan, and (e) identify individual fund issues or concerns. We encourage readers to consider the information presented here in conjunction with the CRA's financial statements.

The CRA

The CRA was created under Florida Statutes, Chapter 163, and Ordinance No. 380 of the City of Williston (the City). The Governing Board of the CRA (the Board) is appointed by the Williston City Council and, therefore, the City exercises significant influence over its operations and fiscal management. The CRA is considered a component unit for financial reporting purposes and is included as a blended special revenue fund within the City's overall basic financial statements.

These financial statements are presented for the purpose of complying with state law, specifically Florida Statute Section 163.387(8)(a), which requires separate audited financial statements for each Community Redevelopment Agency that has revenues or expenditures that exceed \$100,000.

Financial Highlights

- In the Statement of Net Position, the assets of the CRA exceeded its liabilities at the close of the most recent fiscal year by \$1,796,389.
- The CRA's fund balance decreased by \$199,537 as a result of 2022 operations.
- Revenues for fiscal year 2022 were \$331,808, which includes the City's portion of the incremental tax revenues, while expenditures totaled \$531,345.
- For the period ended September 30, 2022, actual revenues exceeded budgeted revenues by \$1,080 while actual expenditures were \$195,659 less than budgeted expenditures.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the CRA's basic financial statements, which are comprised of the following four (4) components:

- Government-Wide Financial Statements
- Fund Financial Statements
- Notes to the Financial Statements
- Required Supplementary Information

Government-Wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the CRA's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents financial information on all of the CRA's assets and liabilities, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the CRA is improving or deteriorating.

The *Statement of Activities* presents information showing how the CRA's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements listed above distinguish functions of the CRA that are principally supported by ad-valorem taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activity of the CRA is community redevelopment.

The government-wide financial statements include only the activities of the CRA. However, the CRA is considered a blended component unit the City and, as such, the financial information of the CRA is included in the City's Annual Financial Report for each fiscal year.

Fund Financial Statements

A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The CRA uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows* and *outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating the CRA's *near-term* financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the CRA's *near-term* financing decisions. Both the governmental fund Balance Sheet and the governmental fund Statement of Revenues, Expenditures and Changes in Fund Balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

Special Revenue Funds

Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects. The CRA's expendable financial resources and the related liabilities are accounted for through a special revenue fund.

Restricted Fund Balance

Fund Balance should be reported as Restricted when constraints placed on the use of resources such as enabling legislation, which authorizes the government to access, levy, charge, or otherwise mandate payment of resources. All of the CRA's fund balance is considered Restricted.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Required Supplementary Information

Included in this section of the report is the Budgetary Comparison Schedule.

Government-Wide Financial Analysis

Statement of Net Position

As noted earlier, net position may serve over time as a useful indicator of the CRA's financial position. In the case of the CRA, assets exceeded liabilities by \$1,796,389 (net position) as of the close of the most recent fiscal year, an increase of \$199,266 in comparison with the prior year.

The following table reflects a summary of the *Statement of Net Position* for the current and prior year:

Williston Community Redevelopment Agency Statement of Net Position and Governmental Fund Balance Sheet September 30, 2022

	2022		2021	
Assets				
Cash and Cash Equivalents	\$	489,147	\$	358,162
Accounts Receivable		-		550
Due from City of Williston's General Fund		37,228		116,585
Capital Assets, Net		1,526,004		1,165,684
Total Assets		2,052,379		1,640,981
Liabilities and Fund Balances				
Liabilities				
Accounts Payable and Accrued				
Expenses		255,990		5,375
Total Liabilities		255,990		5,375
Net Position				
Investment in Capital Assets		1,526,004		1,165,684
Restricted:				
Community Redevelopment		270,385		469,922
Total Net Position	\$	1,796,389	\$	1,635,606

Statement of Activities

The following table reflects the *Statement of Activities* for the current and prior year:

Williston Community Redevelopment Agency

	2022 2021		2021	
Revenues				_
Property Tax	\$	330,078	\$	268,185
Investment Earnings		50		130
Miscellaneous Revenues		1,680		300
Total Revenues		331,808		268,615
Expenditures				
Current:				
Community Redevelopment		85,363		110,194
Depreciation		47,179		48,574
Total Expenditures		132,542		158,768
Excess/(Deficiency) of Revenues Over/(Under) Expenditures		199,266		109,847
Net Change in Net Position		199,266		109,847
Net Position, Beginning of Year (As Restated)		1,597,123		1,525,759
Net Position, End of Year	\$	1,796,389	\$	1,635,606

Fiscal year 2022 activities increased the CRA's net position by \$199,266, or 12%, in comparison with the prior year. This change resulted from an increase in tax increment financing revenues in the current year due to an increase in property values within the CRA district.

Financial Analysis of the CRA's Funds

Governmental Funds

The focus of the CRA's *governmental funds* is to provide information on *near-term* inflows, outflows, and balances of *spendable resources*. Such information is useful in assessing the CRA's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The CRA's fund balance of \$270,385 is restricted for redevelopment projects within the CRA district.

Property taxes totaling \$330,078 represented approximately 99% of all revenues. The CRA's fund balance decreased by \$199,537 in the current year. The increase in tax increment financing revenues received by the CRA in the current year resulted from increased property values within the CRA district.

Capital Assets and Debt Administration

The CRA's capital assets, net of depreciation, totaled \$1,526,004. Capital assets include land, machinery and equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items).

The major additions for the CRA include downtown parking, Arcade and Main Street enhancements, and streetscape and facade, at a total cost of \$435,983. The increase was offset by the depreciation recorded in the current fiscal year. The CRA did not dispose of any capital assets.

Additional information on the CRA's capital assets can be found in Note 4 of this report.

At September 30, 2022, the CRA had no long-term debt.

Budgetary Highlights

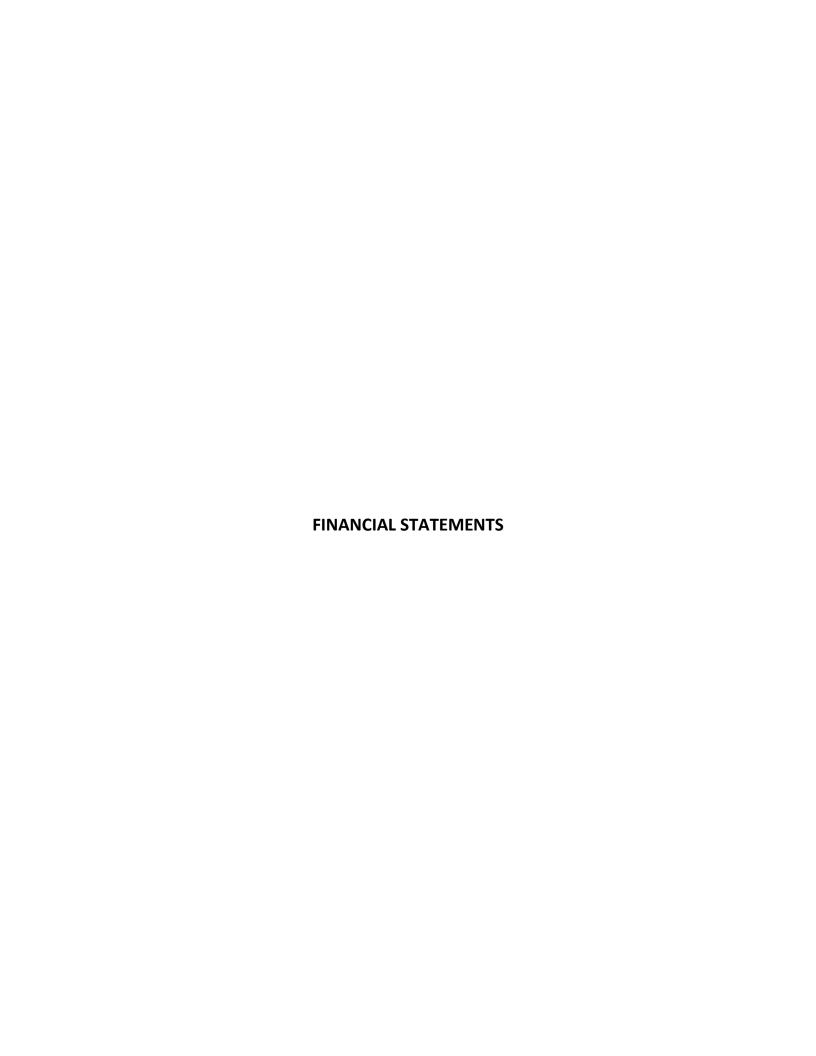
An annual budget is prepared for the CRA and approved by the Board. The legal level of control is maintained at the fund level. The Board may approve supplemental budget appropriations to provide for unanticipated requirements of the period. Budget appropriations may not be legally exceeded on a fund basis. Appropriations lapse at the end of the fiscal year. During 2022, no supplemental budget appropriations were made to provide for unanticipated requirements of the period. The budget is adopted on a basis consistent with generally accepted accounting principles.

Economic Factors and Future Developments

The CRA will continue to plan projects and infrastructure improvements that align with its redevelopment priorities for the designated district. The CRA will continue to implement the community's shared development goals through its redevelopment strategies and critical tasks.

Request for Information

This financial information is designed to present users with a general overview of the CRA's finances for all those with an interest in its finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Williston Community Redevelopment Agency located at 50 N.W. Main Street, Williston, Florida 32696.



WILLISTON COMMUNITY REDEVELOPMENT AGENCY STATEMENT OF NET POSITION AND GOVERNMENTAL FUND BALANCE SHEET SEPTEMBER 30, 2022

	Special Revenue Fund		Adjustments (Note 2)	 ement of Position
Assets				
Cash and Cash Equivalents	\$	489,147	\$ -	\$ 489,147
Due from City of Williston's General Fund		37,228	-	37,228
Capital Assets, Not Being Depreciated		-	769,345	769,345
Capital Assets, Being Depreciated (Net)			756,659	 756,659
Total Assets		526,375	1,526,004	2,052,379
Liabilities				
Accounts Payable and Accrued Expenses		2,557	_	2,557
Construction and Retainage Payable		253,433	_	253,433
Total Liabilities		255,990		 255,990
				<u> </u>
Fund Balance				
Restricted		270,385	(270,385)	-
Total Fund Balance		270,385	(270,385)	-
Total Liabilities and Fund Balance	\$	526,375		
Net Position				
Net Investment in Capital Assets			1,272,571	1,272,571
Restricted for:				
Community Redevelopment			523,818	523,818
Total Net Position			\$ 1,796,389	\$ 1,796,389

WILLISTON COMMUNITY REDEVELOPMENT AGENCY STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE SEPTEMBER 30, 2022

	Special Revenue Fund		Adjustments (Note 2)		 atement of Activities
Revenues					
Property Tax	\$	330,078	\$	-	\$ 330,078
Investment Earnings		50		-	50
Miscellaneous Revenues		1,680		_	1,680
Total Revenues		331,808		-	331,808
Expenditures					
Current:					
Community Redevelopment		85,363		-	85,363
Capital Outlay and Supplies		445,982		(445,982)	-
Depreciation		-		47,179	47,179
Total Expenditures		531,345		(398,803)	 132,542
Excess (Deficiency) of Revenue Over					
(Under) Expenditures		(199,537)		398,803	199,266
Net Change in Fund Balance		(199,537)		398,803	199,266
Fund Balance/Net Position,					
Beginning of Year (As Restated)		469,922		1,127,201	1,597,123
Fund Balance/Net Position, End of Year	\$	270,385	\$	1,526,004	\$ 1,796,389

Note 1 - Summary of Significant Accounting Policies

The Williston Community Redevelopment Agency's (the CRA) financial statements are prepared in accordance with generally accepted accounting principles, as applicable to governments. The following is a summary of the more significant policies:

Reporting Entity

The CRA was created under Florida Statutes, Chapter 163, and Ordinance No. 380 of the City of Williston (the City). The CRA was created for the purpose of rehabilitation, conservation, and redevelopment of certain slum and blighted areas in order to serve the interest of public health, safety, morals, and welfare of the community residents. The Governing Board of the CRA (the Board) is appointed by the City Council (the Council) and, therefore, the City exercises significant influence over its operations and fiscal management. This includes final approval of redevelopment plans and determination of areas as slum or blighted. The CRA is considered a component unit for financial reporting purposes and is included as a blended special revenue fund within the City's overall basic financial statements.

Financial Statements

These financial statements are presented for the purpose of complying with state law, specifically Florida Statutes, Section 163.387(8)(a), which requires separate audited financial statements for each Community Redevelopment Agency that has revenues or expenditures that exceed \$100,000.

Entity-wide financial statements are prepared at the City-wide level by the City and include the CRA. Copies of that report can be obtained from the City's Office of Budget and Finance.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Government-Wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are resources when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Fund Financial Statements

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting, except for debt service expenditures, which are recorded only when payment is due.

Considering that the fund statements are presented on a different measurement focus and basis of accounting than the government-wide governmental activities column, a reconciliation is sometimes necessary to explain the adjustments needed to reconcile the fund based financial statements to the governmental activities column of the government-wide presentation.

Tax increment financing revenue, when levied for and interest associated with the current fiscal period, is both considered to be measurable and has been recognized as revenues of the current fiscal year, if available.

When both restricted and unrestricted resources are available for use, it is the CRA's policy to use restricted resources first, and then unrestricted resources as they are needed.

The CRA reports the special revenue fund as a major governmental fund. The special revenue fund is used to account for all financial resources received by the CRA. The special revenue fund serves as the primary operating fund of the CRA. The CRA does not have any non-major funds.

Budgetary Requirements

An annual budget is prepared for all funds of the City, including the CRA. The budget amounts presented in the accompanying financial statements are as originally adopted, or as legally amended, by the Council during the year ended September 30, 2022. The department heads and City Manager are authorized to make transfers of appropriations within the department; however, all budget appropriations require CRA Board and City Council approval. Budget appropriations may not be legally exceeded on a fund basis. Appropriations lapse at the end of each fiscal year. During 2022, no supplemental budget appropriations were made to provide for unanticipated requirements of the period. The budget is adopted on a basis consistent with generally accepted accounting principles.

Assets, Liabilities and Net Position

Cash and Cash Equivalents and Investments

The CRA's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. Investment earnings are distributed monthly, based on the average monthly balances.

Capital Assets

Capital assets include land, machinery and equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items). Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000. Such assets are recorded at historical costs or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Land, buildings, and equipment of the CRA is depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings	20-50
Improvements	5-50
Machinery and Equipment	5-40

Nature and Purpose of the Fund Balance

In the fund financial statements the governmental fund reports fund classifications that comprise a hierarchy based primarily on the extent to which the CRA is bound to honor constraints on the specific purposes for which amounts in the fund can be spent. Amounts that are restricted to specific purposes either by: a) constraints placed on the use of resources by creditors, grantors, contributors, or laws or regulations of other governments, or b) imposed by law through constitutional provisions or enabling legislation, are classified as restricted fund balances. Amounts that can only be used for specific purposes pursuant to constraints imposed by the Board through an ordinance or resolution are classified as committed fund balances. Amounts that are constrained by the CRA's intent to be used for specific purposes but are neither restricted nor committed are classified as assigned fund balances. Assignments are made by the Board or the City Manager. Non-spendable fund balances include amounts that cannot be spent because they are either: a) not in spendable form, or b) legally or contractually required to be maintained intact. Unassigned fund balance represents fund balance that is not restricted, committed, or assigned to specific purposes within the general fund.

Unspent tax increment financing revenues are restricted for future redevelopment projects and are reported as restricted fund balance in the financial statements. Unassigned fund balance, if any, represents fund balance that has not been restricted, committed, or assigned to specific purposes within the general fund.

Net Position

The government-wide statements utilized a net position presentation. Restricted net position are unspent tax increment financing revenues that are restricted for future redevelopment projects. Unrestricted net position represents the net position of the CRA that is not restricted for any project or purpose.

Other Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statement and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

<u>Payroll-Related Expenses and Liabilities</u>

The CRA does not have any employees of its own. Instead, the CRA is allocated a portion of the City employees' salaries and benefits attributable to CRA activities, based on estimated time spent on these activities as projected during the annual budget process. Any long-term payroll and benefit liabilities, such as compensated absences, other postemployment benefits, or pension liabilities are reported on the City's financial statements.

Note 2 - Explanation of Certain Differences Between the Government-Wide and Fund Financial Statements

Statement of Net Position and Governmental Fund Balance Sheet

The governmental fund balance sheet includes a reconciliation between fund balance - total governmental funds and net position of governmental activities as reported in the government-wide statement of net position.

Capital Assets used in governmental activities are not financial resources and, therefore, are not reported in the funds. The cost of the assets is \$2,032,576 and the accumulated depreciation is \$506,572 for a net of \$1,526,004.

Statement of Activities and Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balances

The governmental fund statement of revenues, expenditures, and changes in fund balance includes a reconciliation between the capital outlay of the governmental fund and the capital outlay contributed to the primary government as reported in the government-wide statement of activities. Governmental funds report capital purchases as expenditure. However, in the statement of activities, the cost of those assets is depreciated over their estimated lives and reported as depreciation expense. This results in a reconciling item of \$445,982 for capital purchases and \$47,179 for depreciation expenses.

Note 3 - Cash Deposits

At September 30, 2022, the carrying amount of the CRA's cash deposits was \$489,147. The CRA's cash deposits are covered by Federal depository insurance or by collateral held by the CRA's custodial bank, which is pledged to a state trust fund that provides security for the amounts held in excess of Federal Deposit Insurance Corporation (FDIC) coverage in accordance with the *Florida Security for Public Deposits Act* (the Act), Chapter 280, Florida Statutes.

The Act established guidelines for qualification and participation by banks and savings associations, procedures for the administration of the collateral requirements and characteristics of eligible collateral. Under the Act, the qualified depository must pledge at least 50% of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance. Additional collateral up to a maximum of 125% may be required if deemed necessary under the conditions set forth in the Act.

Note 4 - Capital Assets

Land, building and improvements, equipment and tangible personal property of the CRA are reported as capital assets in the statement of net assets as part of the basic financial statements of the CRA. Upon acquisition, such assets are recorded as expenditures in the special revenue fund of the CRA and capitalized at cost in the capital asset accounts of the CRA.

Capital asset activity for the year ended September 30, 2022, was as follows:

		Beginning Balance		Increases	(Decreases)		Ending Balance
Capital Assets, Not Being Depreciated	_	254455	_		_		_	254.455
Land Construction in Progress	\$	264,165 69,197	\$	435,983	\$	-	\$	264,165 505,180
Total Capital Assets, Not Being Depreciated		333,362		435,983		-		769,345
Capital Assets, Being Depreciated								_
Buildings and Improvements		1,249,104		10,000		-		1,259,104
Equipment		4,127		=		=		4,127
Total Capital Assets, Being Depreciated		1,253,231		10,000				1,263,231
Less Accumulated Depreciation								
Buildings and Improvements		(456,952)		(47,037)		-		(503,989)
Equipment		(2,441)		(142)		-		(2,583)
Total Accumulated Depreciation		(459,393)		(47,179)		-		(506,572)
Total Capital Assets Being Depreciated, Net		793,838		(37,179)		-		756,659
Total Capital Assets, Net	\$	1,127,200	\$	398,804	\$	-	\$	1,526,004

Note 5 - Prior Period Adjustment-Capital Assets

Beginning of year Net Position was restated to correct an error in reporting capital assets as follows:

Beginning of Year Net Position (As Previously Reported)	\$ 1,635,606
Correction of Year	 (38,483)
Beginning of Year, Net Position (As Rested)	\$ 1,597,123

The correction of error was due to construction in progress amounts overstated in the Building and Improvement account.

Beginning balances were reclassified to correct a capital asset clarification.

Note 6 - Tax Increment Financing Revenue

The CRA is primarily funded through tax increment financing revenue. The tax increment revenue is calculated by applying the adopted millage rate to the increase in current year taxable assessed valuations within the designated CRA districts, using the year in which they were established as the "base year". The City is required to contribute 95% of the incremental property taxes levied each year. Levy County is required to contribute 95% of the incremental property taxes levied each year. The City and County shall continue to contribute the required portion of the incremental property taxes levied until all redevelopment projects included in the CRA's Community Redevelopment Plan are completed and paid for or until legally terminated by ordinance, but not to exceed thirty years. The CRA's taxable value is 201% of its base year taxable value.



WILLISTON COMMUNITY REDEVELOPMENT AGENCY SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL SEPTEMBER 30, 2022

Budgeted A	mounts
------------	--------

	Original Final		Actual		Variance		
Revenues							
Property Taxes	\$	330,078	\$ 330,078	\$	330,078	\$	-
Investment Earnings		150	150		50		(100)
Miscellaneous Revenues		500	500		1,680		1,180
Total Revenues		330,728	330,728		331,808		1,080
Expenditures/Expenses							
Current:							
Community Redevelopment		174,284	174,284		85,363		88,921
Capital Outlay		552,720	552,720		445,982		106,738
Total Expenditures		727,004	727,004		531,345		195,659
Excess (Deficiency) of Revenues							
Over (Under) Expenditures		(396,276)	 (396,276)		(199,537)		196,739
Other Financing Sources (Uses)							
Issuance of Debt		396,276	396,276		-		(396,276)
Total Other Financing Sources (Uses)		396,276	396,276				(396,276)
Net Change in Fund Balance		-	-		(199,537)		(199,537)
Fund Balances, Beginning of Year			 		469,922		469,922
Fund Balances, End of Year	\$		\$ 	\$	270,385	\$	270,385



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

The Board of Directors
Williston Community Redevelopment Agency
Williston, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the Williston Community Redevelopment Agency (the CRA) as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements, and have issued our report thereon dated June 29, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the CRA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness on the CRA's internal control. Accordingly, we do not express an opinion on the effectiveness of the CRA's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the CRA's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the CRA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, non-compliance with which could have a direct and material effect on

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

Purvis Gray

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CRA's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

June 29, 2023 Ocala, Florida

INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH SECTIONS 163.387(6) AND (7), FLORIDA STATUTES

The Board of Directors
Williston Community Redevelopment Agency
Williston, Florida

We have examined the Williston Community Redevelopment Agency's (the CRA) compliance with the requirements of Sections 163.387(6) and (7), Florida Statutes, as of and for the year ended September 30, 2022, as required by Section 10.556(10)(f), *Rules of the Auditor General*. Management is responsible for the CRA's compliance with those requirements. Our responsibility is to express an opinion on the CRA's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the CRA complied, in all material respects, with the requirements referenced above. An examination involves performing procedures to obtain evidence about whether the CRA complied with the specific requirements. The nature, timing, and extent of procedures selected depend on our judgement, including an assessment of the risk of material non-compliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the CRA's compliance with specific requirements.

In our opinion, the CRA complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2022.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, the CRA, its management, and the Board of Directors of the City of Williston, Florida, and is not intended to be, and should not be, used by anyone other than these specified parties.

June 29, 2023 Ocala, Florida

Purvis Gray

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES

The Board of Directors
Williston Community Redevelopment Agency
Williston, Florida

We have examined the Williston Community Redevelopment Agency's (the CRA) compliance with the requirements of Section 218.415, Florida Statutes, as of and for the year ended September 30, 2022, as required by Section 10.556(10)(a), *Rules of the Auditor General*. Management is responsible for the CRA's compliance with those requirements. Our responsibility is to express an opinion on the CRA's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the CRA complied, in all material respects, with the requirements referenced above. An examination involves performing procedures to obtain evidence about whether the CRA complied with the specific requirements. The nature, timing, and extent of procedures selected depend on our judgement, including an assessment of the risk of material non-compliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the CRA's compliance with specific requirements.

In our opinion, the CRA complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2022.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, the CRA, its management, and the Board of Directors of the City of Williston, Florida, and is not intended to be, and should not be, used by anyone other than these specified parties.

June 29, 2023 Ocala, Florida

Purvis Gray

CERTIFIED PUBLIC ACCOUNTANTS

MANAGEMENT LETTER

The Board of Directors
Williston Community Redevelopment Agency
Williston, Florida

Report on the Financial Statements

We have audited the financial statements of the Williston Community Redevelopment Agency (the CRA) as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated June 29, 2023.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Accountant's Report on examination conducted in accordance with the American Institute of Certified Public Accountants, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated June 29, 2023, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. Please note the following:

Tabulation of Uncorrected Audit Findings						
Current Year Finding # 2020-2021 FY Finding #						
2022-001	2021-001					

Finding 2022-001-Budgetary Compliance – Chapter 10.550, *Rules of the Auditor General*, requires auditors of local governmental entities to include an examination pursuant to the American Institute of Certified Public Accountants (AICPA) Professional Standards, and AT-C Section 315, promulgated by the AICPA. As part of this examination, we wanted to bring the following to your attention:

CERTIFIED PUBLIC ACCOUNTANTS

MANAGEMENT LETTER

■ Budget Compliance – Per the Auditor General *Compliance Supplement*, Section 163.387(6) (b), Florida Statutes, requires the CRA Board of Directors to provide the adopted budget to the county which the CRA is located within 10 days of adoption. During the audit process, we made inquiries with management and determined that although the budget was submitted to the county it was not within the 10 day requirements. In future years, we recommend that the CRA Board of Directors provide the budget to the county within 10 days in order to be in compliance with the Florida Statutes.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government be disclosed in this management Letter, unless disclosed in the notes to the financial statements (see Note 1 of the CRA's financial statements as of and for the year ended September 30, 2022, for this information).

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the CRA has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identify the specific condition(s) met. In connection with our audit, we determined that the CRA did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures. It is management's responsibility to monitor the CRA's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2, Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In our management letter for the City of Williston (the City), the primary government associated with the CRA, we included an item on the schedule of findings and questioned costs, including management's response, which has partial applicability to the CRA.

Special District Component Units

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, *Rules of the Auditor General*, the CRA reported the following information that was not subject to auditing procedures:

MANAGEMENT LETTER

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. There were no recommendations to improve financial management.

Special District Component Units

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. There are no special district component units associated with the CRA.

Specific Information

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the information below provided by the City's management that is unaudited and, accordingly, we do not express an opinion or provide any assurance on this information reported:

- a. The total number of district employees compensated in the last pay period of the CRA's fiscal year as \$0.
- b. The total number of independent contractors to whom non-employee compensation was paid in the last month of the CRA's fiscal year as 3.
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as \$0.
- d. All compensation earned by or awarded to non-employee independent contractors, whether paid or accrued, regardless of contingency as \$17,873.
- e. Construction projects with a total cost of at least \$65,000 approved by the CRA that is scheduled to begin on or after October 1 of the fiscal year being reported is as follows:
 - Arcade and Main Street Enhancement total cost: \$761,960; amount spent to date is \$377,456.
 - Williston Streetscape and Façade total cost: \$75,098; amount spent to date is 66,493.
- f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being report if the district amends a final adopted budget under Section 189.016(6), Florida Statutes is incorporated within this report.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate non-compliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

MANAGEMENT LETTER

Purpose of this Letter

Purvis Gray

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Honorable Mayor, and City of Williston City Council, CRA Board and management, and is not intended to be, and should not be, used by anyone other than these specified parties.

June 29, 2023 Ocala, Florida



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

June 29, 2023

The Board of Directors Williston Community Redevelopment Agency Williston, Florida

RE: MANAGEMENT'S RESPONSE TO AUDIT FINDINGS

This letter represents our required response and follow-up to audit findings under Section 10.558(1), Rules of the Auditor General, State of Florida, for the year ended September 30, 2022:

2022-1 Budgetary Compliance ---- The Finance team agrees with the auditor's recommendation and will ensure that the budget is provided to the county within 10 days in order to be in compliance with the Florida Statutes.

Very truly yours,

CITY OF WILLISTON, FLORIDA

Stephen Bloom

Finance Director



CERTIFIED PUBLIC ACCOUNTANTS

CRA AGENDA ITEM

TOPIC: Election of Officers for Fiscal Year 2023/2024

REQUESTED BY: Laura Jones, City Planner

BACKGROUND / DESCRIPTION:

According to the below City of Williston By-Laws, Article IV- Agency Officers, 4.1, The Community Redevelopment Agency shall elect a Chairperson and Co-Chairperson annually and at their discretion may select a Secretary and Treasurer. No individual may hold more than one office in the Agency.

ARTICLE IV - AGENCY OFFICERS

- 4.1 Agency Officers The Community Redevelopment Agency shall elect a Chair and Vice-Chair annually and at their discretion may elect a Secretary and Treasurer. No individual may hold more than one office on the Agency.
- 4.2 Chair The Chair shall preside at all meetings of the Agency and perform such other duties as may be required by the Agency. The Chair shall have one vote in the proceedings of the Agency, but no veto authority. The Chair shall be considered the official head of the Agency and shall execute in the name of the Agency any legal documents which are properly approved by the Agency (and the City Council, if required), provided that such action is pursuant to the powers of the Agency as provided in Chapter 163, Part III, Florida Statues.
- 4.3 Vice-Chair The Vice-Chair, in the absence of the Chair, shall have the authority to exercise any of the powers and duties of the Chair. The Vice-Chair shall also assist the Chair generally and perform such other duties as may be required by the Agency. The Vice-Chair shall be the liaison between the Community Redevelopment Agency and the City Council and Finance Director.
- 4.4 Secretary The Secretary shall see that the minutes are record and maintained of all proceedings of the Agency. The Secretary shall prepare and serve all notices required by these By-Laws and by the State of Florida. The Secretary, in conjunction with the Chair, shall execute any legal documents which may be approved by the Agency. The Secretary shall also perform any other duties that may be required by the Agency.
- 4.5 Treasurer The Treasurer shall serve as the liaison between the City of Williston's Chief Financial Officer and the Agency. All funds shall be held, controlled and dispersed by the City of Williston. The Treasurer will work with the City's Chief Financial Officer on the CRA's Administration Budget and make financial information available to Board members as needed. The Treasurer shall also perform any other duties that may be required by the Agency.

October 9, 2023

- 4.6 Agency Member Vacancies Should any member of the Agency be removed as an officer (pursuant to Florida Statutes, Chapter 163), fail to be re-appointed by the City Council, resign from his or her seat or a member's seat becomes available for any other reason, the City Council shall appoint a new member, who shall replace the former member. In the event that the vacated position was that of an officer, the procedure as set forth in section 4.1 shall apply.
- 4.7 Election of Officers The officers shall be elected by the members of the Agency annually, at the first meeting of the Fiscal Year, except when necessary as outlined in Section 4.6 and approved by the governing body of the municipality.
- 4.8 Term of Office Officers of the Agency shall retain office from the date of appointment or election until the following annual election.

LEGAL REVIEW: NA

FISCAL IMPACTS: None

RECOMMENDED ACTION:

Ask for nominations for Chairman. Vote on position.

Ask for nominations for Vice-Chairman. Vote on position.

Ask for nominations for Treasurer (if the Board desires). Vote on position.

Ask for nominations for Secretary (if the Board desires as Nicole Bouse conducts this position with the assistance of the City Clerk). Vote on position.

CRA AGENDA ITEM

TOPIC: Christmas Tree Proposal

REQUESTED BY: Jonathan Lewis-Treasurer

BACKGROUND / DESCRIPTION:

Discussion to purchase a Christmas Tree for Heritage Park.

LEGAL REVIEW: NA

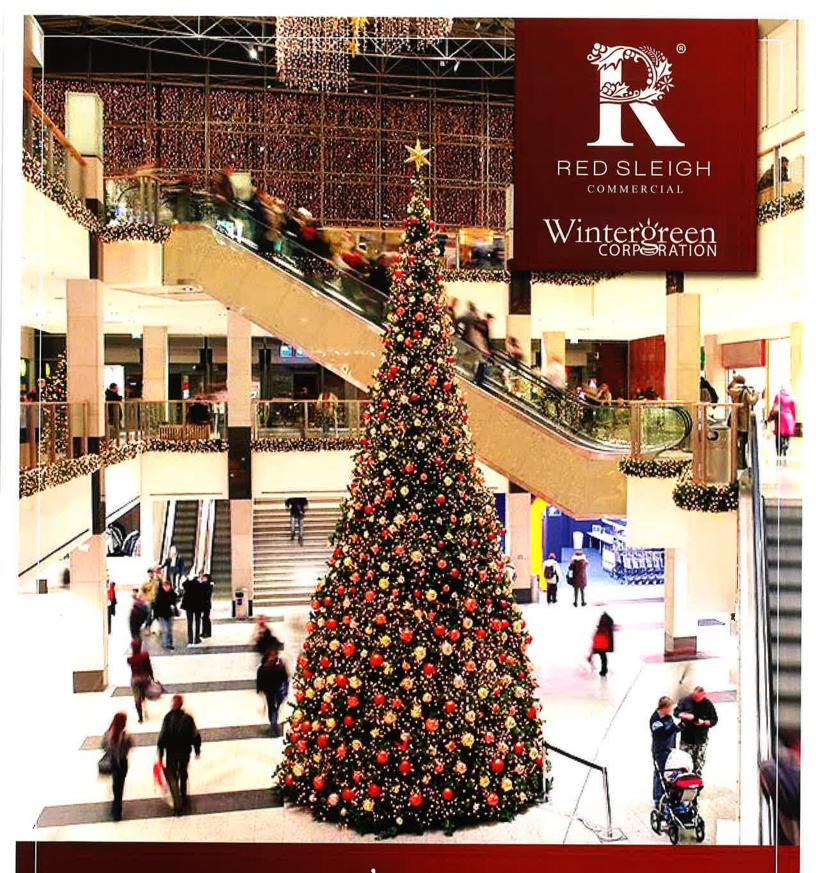
FISCAL IMPACTS: To be determined

RECOMMENDED ACTION: None

ATTACHMENTS: Proposal and Quote

CRA BOARD ACTION:

_____ APPROVED _____ DISAPPROVED



tree & greenery
PLANNING GUIDE



which tree style is right for you?

Pole Trees

Heaviest duty greenery in the industry strong of full industry.

strang & full Indoor/Outdoor rated Heights ranging from 6.5' to 12'

Commercial grade mustic & mutual Indoor/Outdoor rated

Heights ranging from 4" to 9"

manienred & pristluc

Commercial grade Indoor rated Heights available in 7.5' and 9'

Frame Trees

Nympia Mini Frame Tree

Heights available in 12' and 15' Lightweight, Slim tree Indoor rated

Olympia Tower Tru

Heights ranging from 12' to 80' Beautifully manicured, versati e tree Indoor/Outdoor rated

Glant Everest Tower Tree

Heights ranging from 11' to 4'' Most natural look, great for large areas indoor/Outdoor rated



get the perfect profile

Vide/Full

Wide profile trees are ideal for large open spaces or to anchor the focal points within a larger display. They tend to be 20% wider than medium profile trees.

/redium

This is the most versatile tree profile and it can generally be used anywhere. They are typically 20% wider than slender profile trees.

lender

Even with trees as tall as 15, a slender profile is ideal for tighter spaces, corner placements, or to use as accent trees in multi-tree displays.

Frame Tower Tree Profiles

Medium

Slende

Pole Tree Profiles

height, width & weight

eight & Width

A general rule of thumb is that a Christmas tree's height can be divided in half to determine its base width. This ratio varies by tree style, but it can be used for rough planning purposes.

reignt

Weight can vary widely by tree style and branch type. It should be factored into your planning, especially if you are placing the tree on natural or temporary surfaces.

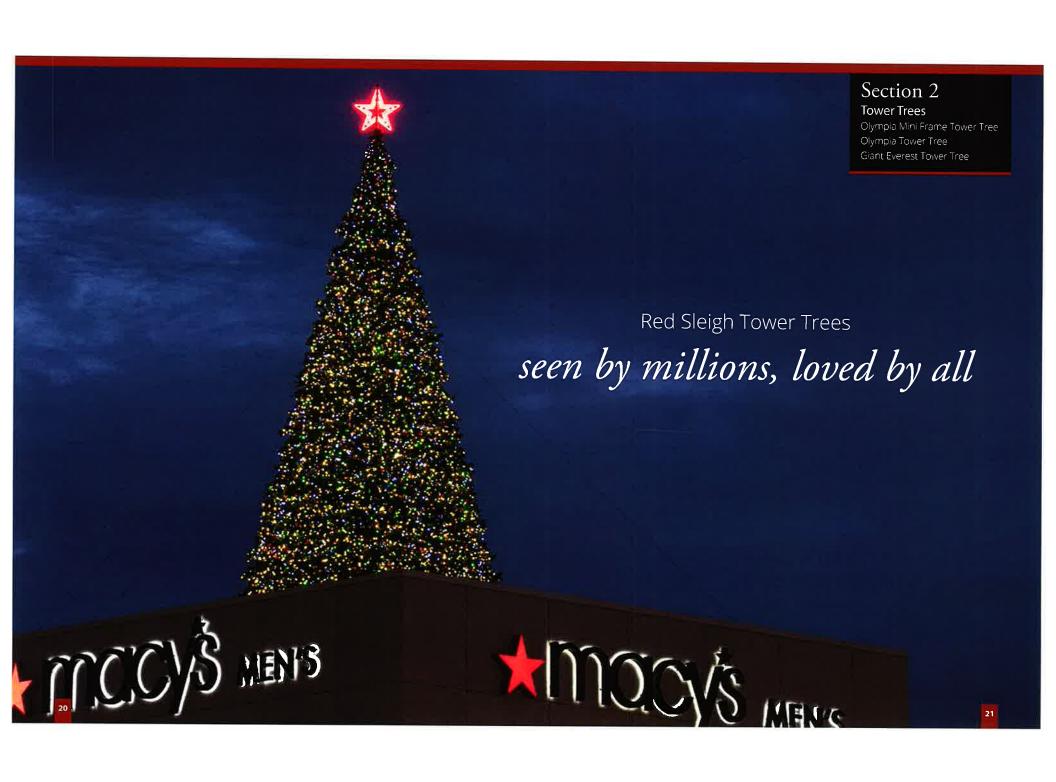
60' tall 27' wide 7,800 lbs.











OLYMPIA PINE

MINI FRAME TOWER TREE

slender profile 12' and 15' heights indoor rated

Branches & Needles

- · Indoor rated 5-year branch warranty
- Lush, thick greenery with crush resistant needles
- · Natural rustic branch design
- Primary branches used throughout are identical for easy assembly

Frame, Easy Assembly

- Galvanized steel frame
- · Stackable/climbable rings
- · Brackets for easy assembly
- · Rings can be nested for easy storage
- 5-year frame warranty

Lighting & Electrical

- · Available with LED mini lights
- Custom lights available
- 3-year warranty on LED mini lights, ENERGY STAR

Warranties: Based on 90 day seasonal decorative use.

Model	Size	Frame Diameter	Diameter w/ Branches	Light Color	Bulb Type	Bulb Size	Light Count	Tip Count
74892	12	3"	6.25'	Warm White	LED	T5	1,900	5713
74893	15'	3.6'	7.3	Warm White	LED	T5	3,250	9925

VIEW PRICING





OLYMPIA PINE

FRAME TOWER TREE

medium profile 12' to 80' heights indoor/outdoor rated

Branches & Needles

- · Indoor/Outdoor rated
- · 5-year branch warranty
- Ready-shape branches with natural rustic branch design
- · UV protected, crush resistant needles
- Identical branches used throughout for easy assembly

Frame, Easy Assembly

- Galvanized steel frame
- · Stackable/climbable ring
- · Brackets for easy assembly
- · Rings can be added to grow your tree
- · Rings can be nested for easy storage
- 5-year frame warranty

Lighting & Electrical

- Heavy duty 16 gauge wiring harness
- · Flip cover outlets with gaskets
- · Booted main line plugs
- · Custom lights available
- 3-year warranty on LED mini lights, ENERGY STAR

Warranties: Based on 90 day seasonal decorative use.

Model	Size	Frame Diameter	Diameter w/ Branches	Light Color	Bulb Type	Bulb Size	Light Count	Tip Count
79108	12"	1.5'	7	Warm White	LED	5mm	2,200	6,494
79109	14	2'	8'	Warm White	LED	5mm	3,000	9.246
79087	16'	3"	9	Warm White	LED	5mm	3,900	12,342
79086	18'	3	10"	Warm White	LED	5mm	5,100	16,470
79110	20'	4'	11"	Warm White	LED	5mm	6,500	21,286
79111	22'	5'	11'	Warm White	LED	5mm	8,300	27,478
79112	24	6	12"	Warm White	LED	5mm	10.300	34,358
79113	26	7:	13	Warm White	LED	5mm	12,700	42,614
79114	28"	8	14"	Warm White	LED	5mm	15,500	52,246
79115	30"	8"	15"	Warm White	LED	5mm	18,300	61,878
79116	32"	9'	16'	Warm White	LED	5mm	21,500	72.886
79119	34'	10"	16'	Warm White	LED	5mm	25,100	85,270
79120	36'	11"	17"	Warm White	LED	5mm	29,100	99,030
79121	38	12'	18	Warm White	LED	5mm	33,300	113,478
79122	40"	13	19"	Warm White	LED	Smm	37,500	127,926
79123	42	13'	20	Warm White	LED	5mm	42,300	144,438
79124	441	14'	21"	Warm White	LED	Smm	47,100	160,950
79125	46	15'	21"	Warm White	LED	5mm	52,500	179,526
79126	48"	16'	22"	Warm White	LED	5mm	58,100	198,790
79127	50"	17:	23"	Warm White	LED	5mm	64,500	220,806
74991	52'	18'	24"	Warm White	LED	5mm	70,900	242,822
74992	54'	19'	25'	Warm White	LED	5mm	77,300	264,838
74994	58"	20'	26"	Warm White	LED	5mm	91,700	314,374
74995	60'	21'	27"	Warm White	LED	5mm	98,900	339,142

For heights taller than 50', please contact a sales expert.

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GIANT EVEREST

FRAME TOWER TREE

wide profile 11' to 41' heights indoor/outdoor rated

Branches & Needles

- Indoor/Outdoor rated
- · Lush, thick greenery with 20 mil needles
- 60% thicker needles than other trees
- Variable indexed branching for the most natural look
- · UV protected, crush resistant needles
- · 5-year branch warranty

Frame, Easy Assembly

- · Galvanized, powder coated steel frame
- Stackable/climbable rings
- · Brackets for easy assembly
- Rings can be added to grow your tree
- · Rings can be nested for easy storage
- 5-year frame warranty

Lighting & Electrical

- Heavy duty 16 gauge wiring harness
- · Flip cover outlets with gaskets
- Booted main line plugs
- LED mini lights or C7 lights available
- 3-year warranty on LED mini lights, ENERGY STAR

Warranties: Based on 90 day seasonal decorative use.

Model	Size	Frame Dia.	Dia.w/ Branches	Light Color	Bulb Type	Bulb Size	Light Count	Tip Count
79186	11,	2.5	9,3"	ww	LED	5mm	2,380	6403
79161	11"	2.5'	9.3	ww	LED	C7	408	6403
79187	11	2.5	9.3	Multi	LED	Smm	2,380	6403
79163	11'	2.5	9.3"	Multi	LED	Ø	408	6403
79188	14'	4"	10.8	ww	LED	5mm	3,640	10,680
79162	141	4	10.6	ww.	LED	C7	624	10,680
79189	14"	4	10.8	Multi	LED	5mm	3,540	10,680
79164	14"	4	10.8	Multi	LED	07	624	10,680
79190	17	5.5'	12.3	ww	LED	5mm	5,180	15,456
79165	17	5.5	12.3	ww	LED	C7	888	15,466
79191	17	5.5	12.3"	Multi	LED	5mm	5,180	15,466
79166	17"	5.5	12.3"	Multi	LED	0	888	15,466
79192	20"	7	13.8'	ww	LED	5mm	7,140	21,630
79167	20	7	13.8	ww	LEO	Ø	1,224	21,630
79193	20	7	13.8"	Multi	LEO	5mm	7,140	21,630
79168	20"	7	13.8	Multi	LED	(7	1,224	21,630
79195	23"	8.5	15.3	WW	LED	5mm	9,520	28,972
79169	23	8.5°	15.3	ww	LED	C7	1,632	28,972
79194	23	8.5'	15.3'	Multi	LED	5mm	9,520	28,972
79170	23"	8.5	15.3	Multi	LED	(7	1632	28,972
79197	26	10'	16.8"	ww	LED	Smm	12,180	37,166
79171	26"	10"	16.8"	ww	LED	(7	2,088	37,166

Model	5rze	Dia	Branches.	Color	Type	Size	Count	Count
79196	26"	10"	16,8"	Multi	LED	Smm	12,180	37,166
79172	26	10"	16.8"	Multi	LED	(7	2,088	37,166
79222	29"	11.5	18.3	ww	LED	Smm	15,120	45,212
79173	29	11.5	18.3	ww	LED	(7	2,592	45,212
79223	29"	11.5	18.3	Multi	LED	5mm	15,120	46,212
79215	29"	11.5	18.3	Multi	LED	C7	2,592	46,212
79224	32"	13'	19.8	ww	LED	5mm	18,480	56,636
79177	32	13'	19.8	ww	LED	C7	3,168	56,636
79225	32"	13	19.8	Multi	LED	5mm	18,480	56,636
79178	32	13'	19.8	Multi	LED	7	3,168	56,636
79227	35"	14.5	21.3	ww	LED	5mm	22,260	63,238
79179	35'	14.5	21.3	ww	LED	.C7	3,816	63,238
79226	35'	14.5	21.3'	Multi	LED	5mm	22,260	63,238
79180	35	145	21.3	Multi	LED	C7	3,616	63,238
79229	38'	16'	22.8"	ww	LED	5mm	26,320	80,692
79182	38	16'	22.8	ww	LED	(7	4,512	50,692
79228	38"	16'	22.8'	Multi	LED	Smm	26,320	80,692
79183	38	16	22.8	Multi	LED	07	4,512	80,692
79230	41"	17.5"	24.3"	ww	LED	5mm	30,800	94,524
79184	41	17.5	243"	ww	LED	(7	5,280	94,524
79231	411	17.5	243	Multi	LED	5mm	30,800	94,524
79185	41	17.5	24.3	Multi	LED	C7	5,280	94,524

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Red Sleigh® Commercial Christmas trees and greenery lead the industry in quality and selection. From massive tower trees to a small wreath on your front door, Red Sleigh is here for you.

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