

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

DATE: TUESDAY, MARCH 20, 2018
TIME: 7:00 P.M.
PLACE: TEMPORARY WILLISTON CITY COUNCIL ROOM
427 WEST NOBLE AVENUE, MP BLDG

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor R. Gerald Hethcoat
President Charles Goodman
Vice-President Nancy Winger
Councilman Justin Head
Councilwoman Marguerite Robinson
Councilman Elihu Ross

OTHERS:

City Manager Scott Lippmann
City Clerk Frances Taylor
City Attorney Fred Koberlein

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

ITEM – 2 – PUBLIC PARTICIPATION

ITEM – 3 – CONSENT AGENDA

- A. MINUTES: MARCH 6, 2018 REGULAR CITY COUNCIL MEETING (pp 3–8)

ITEM – 4 – OLD BUSINESS

- A. DISCUSSION (10 MINUTES): IMPROVEMENT OF COUNCIL, STAFF AND BOARD COMMUNICATIONS
B. DISCUSSION: PERMITTING PROCEDURES
C. DISCUSSION: CITY HALL FINISHES
D. DISCUSSION: UPDATE ON EMINENT DOMAIN QUESTIONS

ITEM – 5 – NEW BUSINESS

- A. RESOLUTION 2018-06: RE-APPOINTING JONATHAN LEWIS TO THE CRA (pp 9-11)
B. RESOLUTION 2018-07: DESIGN OF WEATHER REPORTING EQUIPMENT AT AIRPORT (pp 12-42)
C. DISCUSSION: FLORIDA GREEN FINANCE AUTHORITY BOARD SEAT AVAILABILITY NOTICE (pp 43-47)

ITEM – 6 – PUBLIC PARTICIPATION

ITEM – 7 – ANNOUNCEMENTS

ITEM – 8 – ADJOURNMENT

Council Meeting Procedures for members of the Public

1. All cell phones to be turned off when entering the Council Chambers;
 2. Once the audience has taken their seat and the meeting begins, there will be no talking between audience members during the course of the Council meeting. If anyone continues to talk within the audience and is called down 3 times during the course of the meeting, on the third time that person will be escorted out of the Council meeting;
 3. The audience must be recognized by the President before being allowed to address the Council;
 4. The member of the audience that is recognized will proceed to the podium, state their name and then proceed with their comments;
 5. The audience member will be limited to not more than 5 minutes to speak based on Resolution 2003-14;
 6. There will be no personal attacks made by any member in the audience toward a sitting Councilperson, and likewise for any sitting Councilperson;
 7. There will be no conversation between a member of the audience that has been recognized and any other member of the audience when speaking while at the podium;
 8. If an audience member wants to speak more than the allotted 5 minutes allowed then that person should make a request to City Hall so that the item may be placed on the agenda.
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Minutes of the City Council meeting may be obtained from the City Clerk's office. The minutes are recorded, but not transcribed verbatim. Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recordings, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be borne by the requesting party.

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

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

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

DATE: TUESDAY, MARCH 6, 2018
TIME: 7:00 P.M.
PLACE: TEMPORARY WILLISTON CITY COUNCIL ROOM

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor R. Gerald Hethcoat (Absent)
President Charles Goodman
Vice-President Nancy Wininger
Councilwoman Marguerite Robinson
Councilman Elihu Ross

OTHERS:

City Manager Scott Lippmann
City Clerk Frances Taylor
City Attorney Fred Koberlein

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

President Goodman led in prayer and the Pledge of Allegiance to the American Flag.

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

Vice President Wininger moved to accept the Agenda as presented. Councilman Ross seconded. On vote, the motion carried, 4-0.

ITEM – 2 – INVESTITURE OF NEW COUNCILMEMBER JUSTIN HEAD

President Goodman introduced Councilman-Elect Justin Head and Judge Joe Smith and invited them to come before the dais. Judge Smith stated he was grateful when City Clerk Taylor called and invited him to conduct the investiture in Judge Browning's absence. The invitation provided him with the opportunity to do something that he enjoys like publicly stating how much the citizens appreciate people like the elected officials and City staff. The vast majority of people appreciate what they are doing to better the City. Judge Smith described Mr. Head as Williston born and raised, having graduated from Williston High School. He expressed his appreciation for Councilmember-Elect Head's willingness to take on the responsibility. He observed that Councilmember-Elect Head had the expertise to perform the job. He urged him not to become frustrated and think that everyone is against him. He noted that there is a silent majority that does appreciate the city officials/staff. He then administered the Oath of Office to Councilmember-Elect Justin Head. Upon being duly sworn to office Councilman Head thanked Judge Smith and then took his place at the dais.

ITEM – 3 – MAYOR'S STUDENT OF THE MONTH PRESENTATION

Vice President Wininger presented the Mayor's Student of the Month awards to Grant Sims from Joyce Bullock Elementary School and Jasmine Duncan from Williston Elementary School for academic achievement, excellence and citizenship.

ITEM – 4 – PUBLIC PARTICIPATION

Dr. Ken Schwiebert, CRA Chair, advised that the CRA had made a decision regarding the dedication of the Veterans Memorial. With the timeline, May 19, 2018, Armed Forces Day, appears to be a good date to schedule the dedication and the CRA will be working toward that end. He stated that the CRA had been working on several things including invitations to state-wide dignitaries. He welcomed the participation of those who would like to contribute to the process. He stated he would be meeting with

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the landscape architect on Thursday afternoon to finalize the details for the Veteran's Memorial Park landscape and Block 3/Phase III of the Heritage Park landscaping so the CRA can bring it forward for Council review. One member of the audience questioned if Dr. Schwiebert had reached out to the Marion County Veterans Helping Veterans and Veteran's at Fort McCoy who were at the Battle of the Bulge. She offered to meet with him after the meeting with information. President Goodman observed that the efforts of citizens like Dr. Schwiebert go unrecognized. He added that, as a combat veteran, he truly appreciates the hard work and years Dr. Schwiebert had put into this project. He commented that Dr. Schwiebert had stuck with it through adversity and he thanked him from the bottom of his heart. Dr. Schwiebert stated that his father was a WWII veteran and that he was a veteran, as well. He thought it was important that the community celebrate and honor those who have served. Vice President Wininger asked what the members could do to help him. Dr. Schwiebert stated he wanted the members to be aware and indicated his intention to have the Mayor assist with the ceremony to include unveiling and flag raising.

ITEM – 5 – CONSENT AGENDA

Councilwoman Robinson moved to approve the Consent Agenda. Vice President Wininger seconded. On vote, the motion carried, 4-0.

A. MINUTES: FEBRUARY 20, 2018 REGULAR CITY COUNCIL MEETING

ITEM – 6 – OLD BUSINESS

A. DISCUSSION (10 MINUTES): IMPROVEMENT OF COUNCIL, STAFF AND BOARD COMMUNICATIONS

Vice President Wininger thanked City Manager Lippmann and Utilities Director Zimoski stating that there were two issues she came to them about. She expressed her appreciation for their diligence in addressing those issues. President Goodman stated that the Council had establish a square foot and layout site for the new City Hall but did not really discuss specifications. The dirt is going down and they are going to start building. He stated his desire to see the details and to ensure that everyone on the Council is aware of some basic things he had noted. He questioned if all members were aware that the building will have a metal roof. Councilwoman Robinson and Councilman Ross stated that they thought there would be shingle roofing because the metal option was going to be too expensive. President Goodman stated he would like to get the City Hall specs put on as an agenda item to get any questions resolved before they build. There was discussion about the roof options and metal roof requirements. President Goodman questioned the pitch of the roof. He stated 4 and 12 pitch is okay but it is on the low side for a shingled roof. It is more prevalent in metal roofs. President Goodman asked about the finish of the interior walls. City Manager Lippmann could not recall. President Goodman stated he was hoping it would be hard coat and plaster. His concern was the ability to patch after the fact. Hard coat is more expensive. However it patches much better when it gets damaged. Vice President Wininger commented that President Goodman raised a really important question. She stated she did not know the specifics and she would like to know a lot more about it. She suggested a discussion on that topic at a workshop or special meeting. She stated that the questions she had may take a while. President Goodman stated he would like to continue the process during the communication period. He stated that the City Manager had advised there was a short spec sheet. President Goodman noted that the members did not need the plans, footer details, etc. They need a list of finishes to look at: roof finishes, floor coverings, etc. He stated that, before the next meeting, he would like a list given to all of the members so they

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know what the City is buying. City Manager Lippmann advised that the staff was scheduled to have a meeting with the contractor the following day. Vice President Wininger stated that she wanted to know who was making those decisions. She noted that the Council has trusted Mr. Lippmann. She stated she would like information on the doors and flooring. City Manager Lippmann suggested that the Council engage in a Q & A session with the architect and construction company. The members agreed. Councilwoman Robinson stated she recalled the exterior walls were going to be stucco and the roof was going to be shingle. President Goodman stated that was his recollection but the drawings he received from the construction company were metal roof. This is a decision and someone has to make it. He stated what he was trying to avoid was having someone do due diligence and come back and say it was in the specs only to have Council say they never saw the specs. He stated the need to have a meeting to get those issues worked out.

Mayor-Elect Robinson questioned why that was not discussed before the Council approved the contract with Oelrich Construction. President Goodman stated it was because the type of contract is a contract that did not need that information finalized up front. The City has an in-cost/cost plus type contract with the cost being dependent upon selections. In order to have the estimate, they had to input certain information. They had to develop a schedule and make decisions. If they had to come to Council every time they needed a door handle, it would never get done. He stated that what he was concerned with was the layout, the ability of contractor to do the job, the structural integrity of the building, the components of the cladding and the implementation. In addition, he wanted to clarify if they were using local resources and local people to provide labor. Based on those questions, he did not feel that the Council would need to know every detail. The City has an in-cost/not to exceed contract that they have to decide as they move through the process. Mayor-Elect Robinson questioned if the contractor included the items reference in the end cost number given. President Goodman confirmed they were included in one form or another. He added that they had included the metal roofing. Mayor-Elect Robinson questioned if they would have change orders that will increase the cost. President Goodman stated that would depend on the choices. That is the way the process works. If they opt for something nicer, it will cost more. Shingle roofs are generally less expensive. It would decrease the cost. Their cost is not to exceed. The price will not necessarily come down just because there is a change in the roof. Mayor-Elect Robinson commented that the pitch issue could add to cost. President Goodman stated that the engineering is done; the City cannot realistically change the pitch of the roof. Mayor-Elect Robinson suggested that, given the specifics that Council would like, a workshop with the vendor would be best. President Goodman stated that the contractor has to plan ahead. He advised that he was not prepared to see a workshop as a necessity. All he was trying to do was to make sure that the Council, staff and public are aware of what the City is doing. He advised he believed that could be done as a regular agenda item. Councilman Ross brought up changes related to the wall specs. President Goodman stated he was trying to focus on the finishes. The members agreed that they would like to see the issue brought up on the next agenda and have the contractors present with full knowledge of the plans.

ITEM – 7 – NEW BUSINESS

A. DISCUSSION: MR. BOB KALBACK - REQUEST TO ADDRESS COUNCIL REGARDING PERMITTING AND STAFF ISSUE

Mr. Bob Kalback stated his wife had been to Council previously. He noted that permitting was a pain for business owners. He stated he had placed a door at the back of his property. There was a piece in the

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back that had been a door at one time and a window at another time, etc. The window was damaged so he installed a door. He subsequently pulled a permit for it, so the issue has been addressed. He advised, however, that he had received a letter stating that the City would either would put a lien on the house or fine him if I did not rectify it. President Goodman explained that, in all municipalities, a code violation is turned in by someone. It could be someone who is mad at the owner or a next door neighbor; there are hundreds of reasons. The issue isn't that the owner is turned in, it is that the Florida Building Code, which is the International Code Florida Edition, addresses anything that could compromise the safety of a dwelling and it has a very strict code. Doors and windows that are not installed or framed properly with a storm event can create safety issues. If the property is damaged by unpermitted work, the insurance company may not pay. The issue is that the window/door was changed as a residence. The facility is now a business. It is not how the code violation was discovered that is important. He noted that Mr. Kalback had installed a door that did not get a permit. He indicated it was simple and he could have it inspected according to the code. President Goodman explained that the Council could not address the idea of retaliation but noted that he did go to the Building Official and make an inquiry upon hearing of the situation. He stated that it does not matter who turns it in. A code violation is a code violation and the City has to address it. He requested a copy of the letter Mr. Kalback received from the City. He added that he found it uncomfortable that Mr. Kalback had come to Council and advised that the City threatened to put a lean on the property as a first line of action. The City has been trying to address the building department and doing things to try to make it better for the citizens. The City is trying to make it a more streamlined process. Code violations, when found, must be dealt with. He stated he did not know about the personal agendas that Mr. Kalback had referenced in his letter but concluded that he was interested in code violations and the process of the city working.

Mr. Kalback stated the letter he received was in reference to a permit for the front door. He called the City Manager to inquire and was told that the City Manager would check into the issue. Mr. Kalback stated he informed Mr. Lippmann that he had a permit and Mr. Lippmann had advised him not to worry about it and to disregard. Subsequently, he received the letter from the City previously referenced. There was discussion about the ability of businesses to do work without a licensed contractor. President Goodman apologized for the problem. Mr. Kalback stated he did write the letter out of anger and conceded he probably should have waited. President Goodman stated that the Council works to try to resolve issues. He noted that there are good reasons for having codes. Many of them benefit the property owner. This should have been a simple thing. Someone turned him in. The City became aware of it. The City sent a letter to request it be addressed. That is what they are trying to fix. People commit code violations. The City is not trying to create any adversity. The City is addressing them and trying to make it better. He described his efforts, personally, at addressing the issue. He noted that the City is aware of the issues and is trying to streamline the process. The goal is to get it into the hands of the people that are competent in the jurisdiction which they are overseeing. Mrs. Hilary Kalback questioned how code violations will be handled in the meantime, while the City determines a process that works better. She asked if they would receive another certified letter or if there was something in place for the mean time. President Goodman stated that the Council members are policy-makers and the City has a City Manager that the Council hired to manage the City. The Council is involved in policy, not implementation. If it was a code violation that came before the Code Enforcement Board, the owner would be notified. Mrs. Kalback stated that the code violation is not the issue, it is just how it is handled. President Goodman stated that is what the City is working on. Mrs. Kalback expressed her frustration that everything had been an ongoing difficult issue. President Goodman stated his awareness of the

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issue. Much of it has occurred, in his view, because the City had people doing the work that they were not qualified to do and the City is trying to address that. When it is addressed, the hope is that the system will be better for everyone. Mr. Kalback questioned the timing of the code violation report. President Goodman observed that the Council is not a court. The only issue the Council has to review is whether there was a code violation. He stated that the members wanted it to be clear that they understand there are problems and the City is trying to improve. Vice President Wininger observed that the members had been discussing this process of permitting since she came on Council. She stated she would like to know when it will be fixed. The Council makes policy and Mr. Lippmann is the one that enforces it. From the last meeting, the minutes note that the building department will meet with the inspector but there was no timeframe on that. She asked when the issue would be fixed. City Manager Lippmann stated his understanding was that it should take place during the current week. The building officials are finishing up things for the City to review. Once that is done, the administration will sit down and go over it and make adjustments. He stated he could report back at the next meeting. Vice President Wininger requested to place the item on the next agenda. She questioned who issues the permits when someone comes in with a request and provides the site plan. City Manager Lippmann advised that the building inspector issues the permit through the City office. The building officials are provided by a contracted company so it is not just one official. In prior years, the employees were much more involved in the process. It was taking up a great deal of their time when they could be doing other things that were more in line with their duties to the City. The administration is working through that. Part of that is sitting down with the building officials and shifting some of the responsibilities that were assumed by City employees back to the building official where it belongs. The system got the way it was and everyone got used to it running that way.

City Manager Lippmann advised that the permit package is in place. The administration is making minor adjustments to make it easier for people to understand. The package, to anyone other than an experienced contractor, is complicated. The staff is still making minor tweaks but has already made a lot of changes to the permit package which make it easier to use and make it clearer for the applicant and for city staff when they accept it. The administration is trying to avoid an incomplete package coming to staff and being accepted for processing because that slows the process down and brings in another level of communication and complication. The goal is to get the process to where the City employees are not answering anything more than rudimentary questions about the permit process. The City has had people who, in an attempt to be customer friendly, have not given correct or complete information. The only person that is qualified to assist in the process is a certified building official. Vice President Wininger confirmed with City Manager Lippmann that there is one vendor. Mr. Bronco Demofsky, Deputy Building Official, was present. He stated that he is employed by Safebuilt which provides the officiating, the plan review and inspections. They do not provide code enforcement or clerical. The district office is in Homosassa. President Goodman confirmed that there will be a place that is accessible to the building officials in the new City Hall. Mr. Demofsky stated that the vendor is not providing clerical. They can provide it, but there is a cost involved. He noted that the City Manager is working with his supervisor regarding their services. President Goodman stated that the members do not want a citizen to be hesitant to come to Council with a grievance or concern. The issues are being addressed. Vice President Wininger noted that the staff and inspectors do a great job but there is a disconnect. Mayor-Elect Robinson questioned who provides the quote of costs for permits. City Manager Lippmann stated that the building official should be giving it to them. There is a basic permit fee, but the value of the job drives what the fee will ultimately be and City staff is not qualified to calculate that. Mayor-Elect

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Robinson asked which official would provide the quote. City Manager Lippmann advised it would be whichever official is on duty that day. He verified for Mayor-Elect Robinson that City staff does not assess the cost. President Goodman expressed his appreciation for Mr. Kalback's frustration and noted that the City was doing its best to help him.

ITEM – 8 – PUBLIC PARTICIPATION – None.

ITEM – 9 – ANNOUNCEMENTS

Councilman Head stated he was taking it all in and appreciated the opportunity to serve the citizens. He stated he was looking forward to his term. Councilwoman Robinson stated that the members were happy to have Councilman Head join them. City Manager Lippmann advised that there were up to 4 vacancies on Planning and Zoning. They cannot obtain a quorum because a member is unable to serve due to medical issues. There are three open seats, and possibly four, to fill for a full Planning and Zoning board. They need one more for a quorum. Vice President Wininger stated she recently attended the IEMO III Training. The first two were for learning about Florida government. The third was centered around learning about oneself and interacting with other people. There were 14 people there and 2 of them could not say enough about Williston's fabulous airport. One attendee flies in and buys gas. The other is Mayor of a city and said that they are trying to redo their airport and using Williston as the standard. President Goodman referencing City Manager Lippmann, commented that was a well-deserved compliment. City Manager Lippmann recognized the Contribution of the Airport Supervisor Wayne Middleton. President Goodman noted the full responsibility, however, lies with the Airport Manager. City Attorney Koberlein welcomed Councilman Head. He encouraged the members to call him on his cell phone at any time.

ITEM – 10 – ADJOURNMENT

President Goodman declared the meeting adjourned at 8:17 pm.

Charles Goodman, Council President

Frances V. Taylor, City Clerk

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

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

COUNCIL AGENDA ITEM

TOPIC:

RESOLUTION 2018-06 AUTHORIZING APPOINTMENT OF CITIZEN JONATHAN LEWIS TO THE WILLISTON COMMUNITY REDEVELOPMENT AGENCY BOARD

REQUESTED BY: STAFF

PREPARED BY: Latricia Wright

BACKGROUND / DESCRIPTION:

Mr Jonathan Lewis a citizen of the City of Williston, has indicated that he would be willing to continue serve on the Board for the Williston Community Redevelopment Agency.

LEGAL: REVIEW: NA

FISCAL IMPACTS: None

RECOMMENDED ACTION:

ADOPT RESOLUTION 2018-06 AUTHORIZING APPOINTMENT OF CITIZEN JONATHAN LEWIS TO THE COMMUNITY REDEVELOPMENT AGENCY BOARD

ATTACHMENTS:

CONTRACT RESOLUTION MAP

LEASE OTHER DOCUMENTS

CONSULTANT OR PARTY TO ACTION HAS BEEN NOTIFIED

COUNCIL ACTION:

APPROVED

DISAPPROVED

RESOLUTION NUMBER 2018-06

A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, APPOINTING JONATHAN LEWIS TO THE CITY OF WILLISTON COMMUNITY REDEVELOPMENT AGENCY BOARD FOR A TERM BEGINNING MARCH 20TH, 2018 AND ENDING MARCH 15, 2022

WHEREAS, the Williston City Council wishes to appoint Jonathan Lewis to the City of Williston's Community redevelopment Agency Board.

WHEREAS, the Williston City Council has stated that this appointment shall last for a term beginning March 20th, 2018 and ending March 15, 2022.

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

Section 1. APPOINTED. This Resolution appoints Mr. Jonathan Lewis to the City of Williston's Community Redevelopment Agency Board for a term beginning March 20, 2018 and ending March 15, 2022.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

PASSED AND ADOPTED this 20th day of March, 2018.

CITY OF WILLISTON, FLORIDA

Charles Goodman, President City Council

ATTEST:

Frances V. Taylor, City Clerk

Community Redevelopment
Agency

Seat	Name	Term Begin	Term End	Resolution
1	Art Konstantino	03/16/2015	03/15/2019	2015-15
2	Dr Ken Schwiebert	3/17/2017	3/16/2021	
3	Jonathan Lewis	4/22/2014	3/15/2018	2014-23
4	Lisa Huigens	05/01/2016	05/01/2020	2016-22
5	Nick Williams	3/17/2015	3/16/2019	2015-06

City of Williston Board of Adjustment and Code Enforcement

Name	Term Start	Ter End m
Sharon Brannan	10/1/2016	9/30/2019
Joab Penney	11/1/2017	05/01/2019
Marc Pompeo	01/07/2016	01/07/2019
Thomas Oakes	01/05/2016	09/30/2018
PamMyhree	10/01/2015	09/30/2018
Colette Roth	10/1/2016	9/30/2019
Paul Missall	10/01/2016	09/30/2018

RESOLUTION 2018 - 07

A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, APPROVING A JOINT PARTICIPATION AGREEMENT BETWEEN THE WILLISTON MUNICIPAL AIRPORT AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN OF A NEW AUTOMATED WEATHER REPORTING SYSTEM (AWOS); ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Williston Municipal Airport needs a new Automated Weather Reporting System (AWOS); and;

WHEREAS, the Florida Department of Transportation has agreed to fund the design of such a system; and

WHEREAS, the Florida Department of Transportation has proposed a joint participation agreement to the City; and

WHEREAS, the City is willing to enter into such an agreement.

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

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

SECTION 2. The City Council hereby approves a joint participation agreement between the Florida Department of Transportation and the City for the design of an automated weather reporting system at the Williston Municipal Airport and authorizes the City Council President to sign all necessary documents to enter into the agreement.

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

PASSED AND ADOPTED on March 20, 2018.

CITY OF WILLISTON, FLORIDA

Charles Goodman, President
Williston City Council

ATTEST: Frances V. Taylor
City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

Financial Project Number(s): <u>443299-1-94-18</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DPTO</u> Function: <u>215</u> Federal Number: _____ DUNS No.: <u>80-939-7102</u>	FLAIR Category: <u>088719</u> Object Code: <u>751000</u> Org. Code: <u>55022020228</u> Vendor No.: <u>VF596000451013</u>
Contract Number: _____ CFDA Number: _____ CFDA Title: _____	Agency DUNS No.: _____	CSFA Number: <u>55.004</u> CSFA Title: <u>Aviation Grant Program</u>

THIS JOINT PARTICIPATION AGREEMENT ("Agreement"), made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, ("Department"), and City of Williston, 1800 South West 19th Avenue Williston, FL 32696 ("Agency"). The Department and Agency agree that all terms of this Agreement will be completed on or before 3/31/2020 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the Project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 332.007 (Aviation), Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement. The purpose of this Agreement is to provide for the Department's participation in

the design of the New Weather Reporting Equipment to be installed at Williston Municipal Airport.

The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656.

and as further described in Exhibit "A" attached to and incorporated into this Agreement ("Project"), and to provide Departmental financial assistance to the Agency, state the terms and conditions upon which such assistance will be provided, and to set forth the manner in which the Project will be undertaken and completed.

1.10 Exhibits. A,B,C & D are attached and incorporated into this Agreement.

2.00 Accomplishment of the Project:

2.10 General Requirements. The Agency shall commence, and complete the Project, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the Project, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency. The Agency shall initiate and prosecute to completion all proceedings necessary, including federal aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

2.40 Submission of Proceedings, Contracts and Other Documents. The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the Project as the Department may require as listed in Exhibit "C" attached to and incorporated into this Agreement. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the Project towards completion.

3.00 Total Project Cost. The total estimated cost of the Project is 45,000.00. This amount is based upon the estimate summarized in Exhibit "B" attached to and incorporated into this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved.

4.00 Project Costs Participation and Eligibility:

4.10 Department Participation. The Department agrees to maximum participation, including contingencies, in the Project in the amount of 4,500.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.11 Agency Participation (Non-State Sources). The Agency agrees to minimum participation, including contingencies, in the Project in the amount of 0.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of the total cost shown in Exhibit "B", whichever is more.

4.12 Federal Awards. The Agency, a non-federal entity, is is not a recipient of a federal award, as detailed in Exhibit "B."

4.20 Project Cost Eligibility. Project costs eligible for State participation will be allowed only from the effective date of this Agreement. It is understood that State participation in eligible Project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the adopted work program year that the Project is scheduled to be committed;
- b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- d) Department approval of the Project scope and budget (Exhibits "A" and "B") at the time appropriation authority becomes available.

4.30 Front End Funding. Front end funding is is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred Project costs up to an amount equal to its total share of participation as shown in paragraph 4.10.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project, attached and incorporated into this Agreement as Exhibit "B." The schedule of funding may be revised by

execution of a Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this Project may be reduced upon determination of the Agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.20 Payment Provisions. Unless otherwise allowed, payment will begin in the year the Project or Project phase is scheduled in the work program as of the date of the Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records. The Agency shall establish for the Project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", 2 CFR Part 225, separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "Project account." Records of costs incurred under terms of this Agreement shall be maintained in the Project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.20 Costs Incurred for the Project. The Agency shall charge to the Project account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.30 Documentation of Project Costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.40 Checks, Orders, and Vouchers. Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the Project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

6.50 Audits. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

1. Federal Funded

- a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- b) The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F - Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements. Exhibit D to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F - Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F - Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F - Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F - Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F - Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F - Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F - Audit

Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

2. State Funded

- a) In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.
- b) The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit D to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal

direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements,

the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

3. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

6.60 Insurance. Execution of this Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any Project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency. In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Two Public Transportation Office 2198 Edison Avenue Jacksonville, FL, 32204-2730, its requisition on a form or forms prescribed by the Department, and any other data pertaining to the Project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 Deliverables. The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A." Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A." Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Travel Expenses. Invoices for any travel expenses by the Agency shall be submitted in accordance with Section 112.061, Florida Statutes, and shall be submitted on the Department's Contractor **Travel Form No. 300-000-06**. The Department may establish rates lower than the maximum provided in Chapter 112.061, Florida Statutes.

7.15 Property Acquisition. For real property acquired, submit:

- a) The date the Agency acquired the real property.
- b) A statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- c) A statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations. Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a) The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to

this Agreement;

- b) There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;
- c) The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;
- d) There has been any violation of the conflict of interest provisions contained in this Agreement;
- e) The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or
- f) Any federal agency providing federal financial assistance to the Project suspends or terminates federal financial assistance to the Project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the Project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally. If the Agency abandons or, before completion, finally discontinues the Project; or for any other reason, the commencement, prosecution, or timely completion of the Project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this Section 8, the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 Access to Documents and Materials. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency, contractor, sub-contractor, or materials vendor to comply with the provisions of Chapter 119, Florida Statutes.

9.00 Audit and Inspection. The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements. The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.20(c). The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services:

10.21 Compliance with Consultants' Competitive Negotiation Act. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 CFR 172, and 23 U.S.C. 112.. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all projects funded under this Agreement. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act and the federal Brooks Act .

10.22 Procurement of Commodities or Contractual Services. It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Chapter 287.057, Florida Statutes. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the Project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.20(c).

10.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBE's, as defined in 49 CFR Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

10.40 Procurement of Construction Services. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.099(1), Florida Statutes.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity. In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of

compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968. Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests. The Agency shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

- a) "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- b) The Agency shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Agency.
- c) The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

11.60 Interest of Members of, or Delegates to, Congress or Legislature. No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations. Execution of this Agreement constitutes a certification by the Agency that the Project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties. The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus or Commission. By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

12.70 Use and Maintenance of Project Facilities and Equipment. The Agency agrees that the Project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the Project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records. The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment. If the Agency disposes of any Project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement. The Agency must remit said proportional amount to the Department within one (1) year after the official date of disposal.

12.90 Contractual Indemnity. To the extent provided by Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement. Nothing in this Agreement shall be construed as a waiver by the Agency of any sovereign immunity protections that may be provided by Section 768.28, Florida Statutes.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.00 Plans and Specifications. In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies Project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a) All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b) The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;

- c) The plans are consistent with the intent of the Project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d) The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification. The Agency will certify in writing on or attached to the final invoice, that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the Project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 Contingency of Payment. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

15.20 Multi-Year Commitment. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement. The Agency agrees to complete the Project on or before 3/31/2020. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project and the procedure established in Section 8.00 of this Agreement shall be initiated. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

16.10 Final Invoice. The Agency must submit the final invoice on this Project to the Department within 120 days after the expiration of this Agreement.

17.00 Agreement Format. All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

18.00 Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 Restrictions on Lobbying:

19.10 Federal. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement,

and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

19.20 State. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

20.00 Vendors Rights. The Agency providing goods and services to the Department should be aware of the following time frames:

- a) The Department has 20 days to deliver a request for payment (voucher) to DFS. The 20 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Approval and inspection of goods or services shall take no longer than 20 days following the receipt of a complete and accurate invoice.
- b) If a payment is not available within 40 days, then a separate interest penalty at a rate established pursuant to **Section 55.03(1), Florida Statutes**, will be due and payable, in addition to the invoice amount, to the Agency. The 40 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within DFS. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

21.00 Restrictions, Prohibits, Controls, and Labor Provisions. During the performance of this Agreement, the Agency agrees as follows, and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Agreement:

- a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b) In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- c) An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d) Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which

any member, officer or employee of the Agency or the locality during tenure or for two (2) years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

23.00 Employment Eligibility (Using E-Verify). Agency/Vendors/Contractors:

- a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement; and
- b) Shall expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor or subcontractor during the Agreement term.

24.00 Inspector General Cooperation. The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

25.00 Maintenance of Project. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement.

26.00 Federal Grant Number. If the Federal grant number is not available prior to execution of the Agreement, the Department may unilaterally add the Federal grant number to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the Federal grant number will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

DEPARTMENT

City of Williston

James M. Knight, P.E.

AGENCY NAME

DEPARTMENT OF TRANSPORTATION

SIGNATORY (PRINTED OR TYPED)

Urban Planning and Modal Administrator

TITLE

SIGNATURE

LEGAL REVIEW, DEPARTMENT OF TRANSPORTATION

TITLE

See attached Encumbrance Form for date of
Funding Approval by Comptroller

EXHIBIT "A"

PROJECTS DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and City of Williston
1800 South West 19th Avenue Williston, FL 32696
referenced by the above Financial Project Number.

PROJECT LOCATION:

Williston Municipal Airport

PROJECT DESCRIPTION:

Design of the New Weather Reporting Equipment to be installed at Williston Airport. As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, and coordination with all necessary agencies. It includes all incidentals to complete the design of the Weather Reporting Equipment project. The Sponsor will comply with all Aviation Program Assurances.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 6.50 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

Effective July 1, 2010, Section 215.971, Florida Statutes (F.S.) now requires all new Joint Participation Agreement (JPA) the Department executes to clearly document contract deliverables and establish minimum level of services. The JPA scope of services will be required to clearly divide project tasks into quantifiable, measurable, and verifiable units of deliverables that must be received and accepted by the Department, in writing, prior to payment for services. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. Once the following items have been submitted to and approved in writing by the Department they will be added to this JPA under Exhibit "A" to meet the deliverable requirements under Section 215.971 F.S.:

Design Phase

1. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its third-party consultant. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the third-party consultant. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:

a. Percentage Completed. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.

b. Completed Tasks. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.

2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.

3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be

EXHIBIT "A"

PROJECTS DESCRIPTION AND RESPONSIBILITIES

submitted by the Agency or paid by the Department.

Construction Phase

4. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its construction contractor. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the contractor. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:

a. Percentage Completed. For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.

b. Completed Tasks. For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.

5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.

6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.

7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award.

- No invoice activity for 6 months or
- No contract activity for 18 months

Financial Project No. 443299-1-94-18

Contract No. _____

Agreement Date _____

EXHIBIT "B" PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,

Department of Transportation and City of Williston

1800 South West 19th Avenue Williston, FL 32696

referenced by the above Financial Project Number.

I.	PROJECT COST:				\$45,000.00
<hr/>					
	TOTAL PROJECT COST:				\$45,000.00
II.	PARTICIPATION:				
	Maximum Federal Participation				
	FAA	(90 %)	or	\$	40,500.00
	Agency Participation				
	In-Kind	(%)	or	\$	
	Cash	(0 %)	or	\$	0.00
	Other	(%)	or	\$	
	Maximum Department Participation,				
	Primary				
	DPTO	(10 %)	or	\$	4,500.00
	Federal Reimbursable	(%)	or	\$	
	Local Reimbursable	(%)	or	\$	
<hr/>					
	TOTAL PROJECT COST:				\$45,000.00

The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

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Financial Project No. 443299-1-94-18
Contract No. _____
Agreement Date _____

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and City of Williston
1800 South West 19th Avenue Williston, FL 32696

A. General

1. The assurances herein shall form an integral part of the Joint Participation Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and Responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.
8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this project.
10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens

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- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports
- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps to Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification:** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

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- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification:** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority

1. **Legal Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

D. Agency Responsibilities

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

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c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

2. Good Title

a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers

a. The Agency will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation

a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans

a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable

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consultation with those parties affected by the project.

c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan

a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.

b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:

(1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

8. Airport Financial Plan

a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.

(1) The financial plan shall be a part of the Airport Master Plan.

(2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.

(3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.

b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the

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price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

(1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

(2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

(1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

(2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

(3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

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16. Project Implementation

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.
- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

21. Planning Projects

For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such material available for public review, unless exempt from public disclosure.

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(1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.

(2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

(1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.

(2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.

(3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

22. Land Acquisition Projects

For the purchase of real property, the Agency assures that it will:

a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.

b. **Administration:** Maintain direct control of project administration, including:

(1) Maintain responsibility for all related contract letting and administrative procedures.

(2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.

(3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.

(4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.

(5) Establish a project account for the purchase of the land.

(6) Collect and disburse federal, state, and local project funds.

c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:

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- (1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - (2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.
 - (3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.
 - (4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
- (1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - (2) Complete an Airport Master Plan within two years of land purchase.
 - (3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land:** For the disposal of real property the Agency assures that it will comply with the following:
- (1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.
 - (2) Land shall be considered to be needed for airport purposes under this assurance if:
 - (a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.
 - (b) Revenue from uses of such land contributes to airport financial self-sufficiency.
 - (3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
 - (4) Revenues from the sale of such land must be accounted for as outlined in Section D.2., and expended as outlined in Section D.9.
 - (5) For disposal of real property purchased with Department funding:
 - (a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.
 - (b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - (c) Sale of real property acquired with Department funds shall be at market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.

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(d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

23. **Construction Projects:** The Agency assures that it will:

a. **Project Certifications:** Certify project compliances, including

(1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

(2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.

(3) Completed construction complies with all applicable local building codes.

(4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

b. **Design Development:** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:

(1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

(2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.

(3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.

(4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval:** The Agency assures that:

(1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.

(2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.

(3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. **Noise Mitigation Projects:** The Agency assures that it will:

a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

(1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same

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terms and assurances that apply to the Agency.

(2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

b. **Private Agreements:** For noise compatibility projects on privately owned property,

(1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

(2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

Financial Project No. 443299-1-94-18

Contract No. _____

Agreement Date _____

EXHIBIT "D"

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: AVIATION GRANT PROGRAM
CSFA Number: 55.004
***Award Amount:** \$4,500.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



March 13, 2018

Scott L. Lippmann
City Manager, City of Williston
50 NW Main Street
Williston, FL 32696
scott.lippmann@willistonfl.org

Re: Notice of Availability - Florida Green Finance Authority Board Seat

Dear Mr. Lippmann:

Please accept this correspondence as notice that the City of Williston is now eligible to appoint a representative to serve on the Florida Green Finance Authority's Board of Supervisors. As you may be aware, the City of Williston opted into the Florida Green Finance Authority's RenewPACE program in November, 2016. The RenewPACE program allows property owners within the City of Williston to finance energy efficiency, renewable energy and wind resistance improvements to their properties as voluntary non-ad valorem assessments consistent with Section 163.08, *Florida Statutes*.

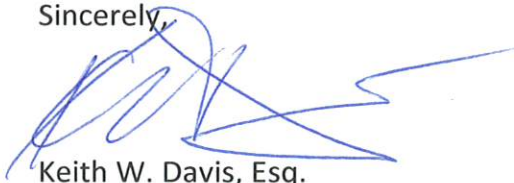
There now is an available Board of Supervisors seat within the Southwest Florida Water Management District geographic area, to which the City of Williston belongs. In order to apply the Board seat rotation requirements, we need to know whether the City of Williston wants to use its current opportunity to appoint a Board representative. The Board meets quarterly to conduct regular business, with occasional specially set meetings when pressing matters require immediate attention. Meetings are held either at the Town of Lantana or the Town of Mangonia Park. If accepted, the City's appointed Board member will have the option to attend these meetings either in person or remotely via telephone consistent with the attached Remote Meetings Policy.

Please respond in writing to indicate whether the City of Williston will accept or decline this appointment opportunity within thirty (30) days of the date of this letter. If no written response is received within this timeframe, the City of Williston will be deemed to have declined the appointment opportunity and the seat will be offered to the next member jurisdiction in line. If the appointment opportunity is declined, the City of Williston will be placed at the end of the rotational line. Please send written correspondence regarding this Board seat to the:

Florida Green Finance Authority
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

Please direct any questions regarding this notice to me at (561) 586-7116 or via email at keith@davisashntonlaw.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Keith W. Davis', with a long horizontal flourish extending to the right.

Keith W. Davis, Esq.
General Counsel, Florida Green Finance Authority

Enclosure

Cc: Fred Koberlein, City Attorney (w/Enclosure)
City of Williston
50 NW Main Street
Williston, FL 32696

RESOLUTION NO. 2016-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FLORIDA GREEN FINANCE AUTHORITY RELATING TO ELECTRONIC MEETINGS; PROVIDING FINDINGS OF FACTS; ESTABLISHING A PURPOSE; PROVIDING DEFINITIONS; PROVIDING FOR NOTICE; PROVIDING ADDITIONAL REQUIREMENTS FOR ELECTRONIC MEETINGS; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FLORIDA GREEN FINANCE AUTHORITY, AS FOLLOWS:

SECTION 1. FINDINGS. The Board of Supervisors of the Florida Green Finance Authority ("Board") hereby finds as follows:

(A) Sec. 163.01(18) *Florida Statutes*, recently adopted by the Florida Legislature, authorizes legal entities made up of public agencies located in at least five counties, at least three of which are not contiguous, to conduct public meetings and workshops by way of Communications Media Technology, as defined herein below.

(B) The Florida Green Finance Authority ("FGFA") meets the legislative criteria for holding meetings by way of Communications Media Technology, in that it is currently comprised of member public agencies located in at least five counties, three of which are not contiguous.

(C) The Board desires flexibility in situations involving circumstances that may prevent Board members from attending a meeting in person.

(D) Conducting meetings through use of Communications Media Technology will ease the burden of Board members, customers, and the general public required to travel long distances for meetings.

(E) Conducting meetings through use of Communications Media Technology will prevent Board members, customers, and the general public from having to pay costs associated with travel to and from FGFA Board meetings.

(F) It is in the best interest of the FGFA to allow meetings to be conducted using Communications Media Technology.

SECTION 2. PURPOSE. The purpose of this Policy is to establish the procedures through which the Board may conduct meetings using Communications Media Technology in

accordance with the provisions of Section 286.011, *Florida Statutes*, and Section 163.10(18), *Florida Statutes*, which authorizes the FGFA Board to conduct meetings in this manner.

SECTION 3. DEFINITIONS. The following terms shall have the following meanings for purposes of this policy:

“Communications Media Technology” means electronic equipment including, but not limited to, conference telephone, video conference, or other communications technology by which all persons attending a public meeting or workshop may audibly communicate.

“Electronic Meeting” means a meeting conducted using Communications Media Technology where one or more members of the FGFA Board are in attendance from a Remote Location, and at which the public is able to attend and participate from a Remote Location.

“Remote Location” means any place other than a designated location for a Board meeting where the Board, staff, consultants, or members of the public may have access to and participate in a Board meeting.

SECTION 4. ELECTRONIC MEETINGS. In accordance with Florida law, the FGFA Board hereby determines that it is appropriate to conduct Electronic Meetings using Communications Media Technology so long as all requirements of this policy have been satisfied.

SECTION 5. NOTICE.

(A) Prior to conducting an Electronic Meeting which is accessible from a Remote Location, the Board shall include a statement in all meeting notices that such meeting will involve the use of Communications Media Technology.

(B) Meeting notices for Electronic Meetings shall include a statement as to how members of the public may attend and participate in the meeting from a Remote Location. The notice shall also identify locations in each County where members of the public may utilize Communications Media Technology to attend and participate in the Electronic Meeting.

SECTION 6. ADDITIONAL REQUIREMENTS. In addition to other meeting requirements adopted by the FGFA Board, the following requirements and limitations apply to Electronic Meetings:

(A) For any meeting or workshop of the Board, a quorum must exist at all times. A quorum shall be deemed to exist so long as a majority of the membership of the FGFA Board is participating in a Board meeting either in person at a designated meeting location or from a Remote Location through use of Communications Media Technology.

(B) Communications Media Technology may not be used to conduct a public hearing or any meetings authorized by Florida law to be exempt from Section 286.011, Florida Statutes. Rather, Board members participating in these meetings must be physically present at the meeting location designated for such meetings in the published meeting notice.

(C) All persons attending an Electronic Meeting of the Board shall have real time audio contact, and may also have real time video contact with the Board members participating in the meeting. Minor delays caused by use of the Communications Media Technology are permissible.

(D) In the event the Communications Media Technology equipment used to allow participation or attendance at a Board meeting fails, causing a lack of a quorum, no additional business may be conducted until the quorum is reconstituted.

(E) Votes taken in Electronic Meetings shall be by roll call with each Board member audibly verbalizing their vote.

SECTION 7. EFFECTIVE DATE. This Resolution shall be effective upon its approval by the FGFA Board of Supervisors.

PASSED AND DULY ADOPTED at the meeting of the Board of Supervisors of the Florida Green Finance Authority on the 7th day of April, 2016.

FLORIDA GREEN FINANCE AUTHORITY

By: 

Chairman