

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

DATE: TUESDAY, APRIL 7, 2020
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Jerry Robinson
President Nancy Wininger
Vice-President Marguerite Robinson
Councilman Charles Goodman
Councilman Justin Head
Councilman Elihu Ross

OTHERS:

City Manager Scott Lippmann
City Clerk Latricia Wright
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 3, 2020 REGULAR CITY COUNCIL MEETING (pp 5-9)
- B. RESOLUTION 2020-09 A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA APPROVING AN AMENDMENT FOR THE CONSTRUCTION MANAGER AT RISK CONTRACT BETWEEN THE CITY OF WILLISTON AND WHARTON SMITH, INC. AUTHORIZING THE COUNCIL PRESIDENT TO SIGN THE AMENDMENT AND PROVIDE AN EFFECTIVE DATE (pp 10-24)
- C. RESOLUTION 2020-13 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, FINDING AND DECLARING THE EXISTENCE OF AN EMERGENCY, AS OF MARCH 9, 2020, ARISING FROM THE COVID-19 PUBLIC HEALTH EMERGENCY. (pp 25-27)

ITEM – 4 – OLD BUSINESS

- A. STAFF AND BOARD UPDATES
 - CITY MANAGER SCOTT LIPPMANN-

CITY OF WILLISTON, FLORIDA
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- DISCUSSION WITH POSSIBLE ACTION: OLD WINN DIXIE-COUNCIL VICE-PRESIDENT ROBINSON
- DISCUSSION WITH POSSIBLE ACTION: SIMMONS PROPERTY IN WOODFIELD 301 SE 7TH AVE. – COUNCIL VICE-PRESIDENT ROBINSON/ CITY MANAGER SCOTT LIPPMANN
- PUBLIC HEARING- SECOND READING OF ORDINANCE #680 AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF WILLISTON, FLORIDA PURSUANT TO AN APPLICATION BY THE CITY OF WILLISTON FOR CAMELLIA PLANTATION PHASE 2, TO CHANGE THE ZONING FROM COUNTY RESIDENTIAL TO CITY RESIDENTIAL (R-1)- CITY PLANNER GORMAN (pp 28-34)
- PUBLIC HEARING SECOND READING OF ORDINANCE #681 AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA AUTHORIZING THE SUBMISSION OF AMENDMENTS TO THE CITY CHARTER, AMENDING THE COMPENSATION OF THE COUNCILMEMBERS AND MAYOR, TO THE CITIZENS THROUGH A REFERENDUM; AND PROVIDING AN EFFECTIVE DATE- CITY COUNCIL (pp 35-37)

ITEM – 5 – NEW BUSINESS

- A. RESOLUTION 2020-10 APPOINTING DEPUTY CHIEF TERRY BOVAIRD TO THE CHAPTER 185 PENSION BOARD (pp 38-40)
- B. RESOLUTION 2020-11- A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF THE PHMSA TECHNICAL ASSISTANT GRANT BETWEEN THE UNITED STATES DOT AND THE CITY OF WILLISTON FOR UPGRADING THE GAS MAPPING SYSTEM TO BENEFIT THE CITY’S GAS SYSTEM- CITY PLANNER GORMAN (pp 41-51)
- C. RESOLUTION 2020-12 – A RESOLUTION OF THE CITY OF WILLISTON OF LEVY COUNTY, FLORIDA, AUTHORIZING THE CITY TO OPEN A MONEY MARKET ACCOUNT FOR PUBLIC DEPOSITS AT DRUMMOND BANK; AUTHORIZING SPECIFIC PERSONS TO BE SIGNATORS OF THE ACCOUNT; AND PROVIDING FOR AND EFFECTIVE DATE – FINANCE DIRECTOR STEPHEN BLOOM (pp 52-53)
- D. REVIEW OF JANUARY, 2020 FINANCIAL REPORT- FINANCE DIRECTOR STEPHEN BLOOM (pp 54-74)

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- E. RESOLUTION 2020-14 A RESOLUTION OF THE CITY OF WILLISTON, APPROVING A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY, TO DESIGN A GENERAL AVIATION TERMINAL APRON REHABILITATION PROJECT, AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE- CITY MANAGER SCOTT LIPPMANN (pp 75-113)
- F. DISCUSSION WITH POSSIBLE ACTION: UTILITY BILLING, LATE FEES AND CUTOFF DATE- CITY MANAGER
- G. DISCUSSION WITH POSSIBLE ACTION: CITY CLERK 6 MONTH REVIEW

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

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

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 3, 2020
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Jerry Robinson
President Nancy Wininger - absent
Vice-President Marguerite Robinson
Councilman Charles Goodman - absent
Councilman Justin Head
Councilman Elihu Ross

OTHERS:

City Manager Scott Lippmann
City Clerk Latricia Wright
City Attorney Fred Koberlein

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Robinson led the opening prayer and Pledge of Allegiance to the flag.

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

Councilman Head moved to accept the agenda as presented. Councilman Ross seconded. By show of hands motion carried 3-0.

ITEM – 2 – PUBLIC PARTICIPATION

Resident Marta Keilhauer address 301 SE 7th Ave. Williston, Florida, addressed the Council about a problem property (301 SE 7th Ave) in Woodfield Subdivision. Mrs. Keilhauer told the Council that the home has been in disarray since 2017. The roof is sinking in, there are dead trees, and bees and snakes are coming onto her property. Mrs. Keilhauer said the home is bring the property value down and would like to see the Council do something about it. Vice President asked to have this put on the next Council Agenda.

ITEM – 3 – MAYOR’S STUDENT OF THE MONTH

Mayor Robinson recognized Callie Phillips a 5th grader at Williston Elementary School and Luke Nobles, a 2nd grader at Williston Central Christian Academy for their academic achievement.

ITEM – 4 – CONSENT AGENDA – Councilman Head moved to approve the consent agenda.

Councilman Ross seconded. By show of hands motion carried 3-0.

- A. MINUTES: FEBRUARY 18, 2020 REGULAR CITY COUNCIL MEETING
- B. RESOLUTION 2020-09- A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, APPROVING THE PURCHASE OF A JOHN DEERE LOADER, AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN THE PURCHASE ORDER, AND PROVIDING AN EFFECTIVE A DATE.

ITEM – 5 – OLD BUSINESS

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

A. STAFF AND BOARD UPDATES

City Manager Mr. Lippmann updated the Council on Airsigns. Mr. Lippmann told the Council at the moment Airsigns are working with their partners on the West coast to present information to potential investors. Mr. Lippmann also updated the Council on the progress of cleaning up the Emergency Operation room. He told the Council we have made some progress but we still have more to do, we recruited the help of some ex-employees that are working two or three days a week to help out. Mr. Lippmann has put some handouts from the CDC about the Coronavirus that can be helpful to employees and residents. Whitehurst Co. has finished the paving on NW Main Street and the only thing left for the Utility crew to complete is the striping and creating a ramp between the hand-cap parking space and the Purple Heart spot. Vice President Robinson inquired about the email that she sent to Utility Director CJ Zimoski about the project spreadsheet. Vice President Robinson said she didn't understand what the problem is about getting it set-up. City Manager Mr. Lippmann explained to her that the previous City Clerk had set-up the spreadsheet through Google and she's the only one that has permission to change it, so they are working on getting that fixed so they can edit the spreadsheet to show projects completed, hopefully that will be fixed by next meeting. City Planner Jackie Gorman introduced her two new employees to the Council, Laura Jones and Nikki Bouse. Mayor Robinson told the Council that the Police Department will be back in their building on Monday. Chief Strow informed the Council that Marquis Wright resigned and his last day will be Thursday March 5th and the annual Car Show will be on Saturday March 7th from 9 a.m. until 2 p.m. Chief Strow also informed the Council that James Bond will be coming back as a full time employee.

B. DISCUSSION WITH POSSIBLE ACTION: OLD WINN DIXIE

City Manager Mr. Lippmann informed the Council that Code Enforcement Officer Wayne Carson had spoken with the Richardson's early and she's trying to get in touch with James Bond to repair some of the doors that are broken and has requested a phone conference with Mr. Lippmann next week. Councilman Head told Mr. Lippmann, he hope he will let her know that a couple of boards are not going to cure the problem. Councilman Ross said someone approaches him almost every day about that property. Mr. Terry Whitt asked the Council if there is a lien in the amount of \$80,000 how come they are not foreclosing.

Mr. Lippmann said they are waiting on the Title Search to make sure there are no encumbrances or other liens, because if we are not first in line, the City might not even see a dime if we foreclose. Vice-President Robinson said she would like to have this put on the next agenda.

ITEM – 6 – NEW BUSINESS

- A. PUBLIC HEARING-ORDINANCE #680-AN ORDINANCE BY THE CITY OF WILLISTON, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF WILLISTON, FLORIDA PURSUANT TO AN APPLICATION BY THE CITY OF WILLISTON FOR CAMELLIA PLANTATION PHASE 2; TO CHANGE THE

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

ZONING FROM COUNTY RESIDENTIAL TO CITY RESIDENTIAL (R-1).- CITY PLANNER

Swore in City Planner Jackie Gorman. Ms. Gorman told the Council, Camellia Plantation never had a zoning change since it was annexed into the City and a problem occurred when a resident was building a home and during the permit process it was discovered that the setbacks were incorrect and the zoning had never changed from County Residential to City Residential (R-1), so she's trying to correct the problem and hope the City Council will support making it right. Councilman Head moved to approve Ordinance #680 of the City of Williston, Florida amending the Official Zoning Map of the City of Williston Pursuant to an Application by the City of Williston for Camellia Plantation Phase 2 to Change the zoning from County Residential to City Residential (R-1). Councilman Ross seconded. By show of hands motion carried 3-0.

B. PUBLIC HEARING – ORDINANCE #681 – AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA AUTHORIZING THE SUBMISSION OF AMENDMENTS TO THE CITY CHARTER, AMENDING THE COMPENSATION OF THE COUNCILMEMBERS AND MAYOR, TO THE CITIZENS THROUGH A REFERENDUM; AND PROVIDING AN EFFECTIVE DATE.- CITY MANAGER

Mr. Lippmann said this Ordinance is requested from the Council to be considered for approval. Attorney Koberlein informed the Council this Referendum has to go through two hearings before it can go on the ballot in August to be voted on by the citizens of Williston and if it's approved by the citizens it will be placed in the Charter. Councilman Head moved to accept Ordinance #681 an Ordinance of the City of Williston, Florida Authorizing the Submission of Amendments to the City Charter, Amending the Compensation of the Councilmembers and Mayor to the Citizens through a Referendum and Providing an Effect Date. Councilman Ross seconded. By show of hands motion carried 3-0.

C. RESOLUTION 2020-08- A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, APPROVING AN AMENDMENT FOR THE CONSTRUCTION MANAGER AT RISK CONTRACT BETWEEN THE CITY OF WILLISTON AND WHARTON SMITH, INC. AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN THE AMENDMENT AND PROVIDE AN EFFECTIVE DATE.- CITY MANAGER

City Manager Mr. Lippmann told the Council it was just brought to his attention that Resolution 2020-08 has some incorrect information. This agreement between the City of Williston and Wharton Smith, Inc., is just adding more work detail to the current agreement with Wharton Smith, Inc. Carolyn Bonaventura with Wharton Smith, Inc. told the Council they copied an agreement from GRU and some of the wording did not get change like "Amendment" should be "Task Order". The "Task Order" will reflect the work that needs to be completed and the exhibits where not attached to the Resolution. Mayor Robinson asked the City Attorney his recommendation. Attorney Koberlein said he doesn't think he will have a problem as long as he has time to review the agreement and Resolution before the next meeting. Mr. Lippmann told the Council they could review and approve a cleaner Resolution at the next Council meeting under Consent Agenda.

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

ITEM – 7 – PUBLIC PARTICIPATION

Debra Jones said she regretted to inform the Council that the Levy County Fair will no longer need a lease. They have a total of 8 members and there is no way they could plan a fair with only 8 members, so they have a dissolution plan to take to the Circuit Court to dissolve the Fair. The money they have remaining will be distributed to different organizations like the animal shelter, Tri-County Pregnancy Center, the Children's Society, to name a few and quite a bit of the money has been returned back to the vendors. Mrs. Jones told the Council they were also in the process of going through their inventory and wanted to know how clean the City wanted the fairgrounds. Did they want them to dismantle the fence, take down power poles, etc. City Manager Mr. Lippmann told Mrs. Jones he will have to discuss it with the staff and get back with her. Mrs. Jones said they also have a beautiful dance floor, including panels to go on top that the City can have. Mr. Terry Whitt, wanted to know why the microphones were not working properly, and the only one that seemed to be working was the one at the podium. Resident Joab Penney wanted to know what's going on with the old High School. He said the place is overgrown with vegetation and he thought they were going to be demolishing the building and the old hospital is over grown with vegetation as well. City Manager Mr. Lippmann informed Mr. Penney the City has not heard back from Blue Rock the owners of the old High School and they have not given the City a time frame when they will start demolishing the buildings. And the hospital is in private hands and he will get with Code Enforcement Officer Wayne Cason about the hospital property. Councilman Head chimed in about the hospital and said we can put a fine on the property but we cannot mow the property for them.

ITEM – 8 – ANNOUNCEMENTS

Councilman Head said he has some concerns about the traffic light at Noble and 7th Street. It's fairly dangerous due to the traffic light not turning properly when it should and he would to see someone check this before something happens. Councilman Head was wondering if we can offer the WYAA any help because they had an electrical fire in their panel box last week. City Manager said he will look into it. Councilman Ross wanted to know if there was any new searches for a hotel. City Manager said no. Councilman Head told Mr. Ross and the Council that developers are shying away from building hotels due to the cost of construction. He said a lot of them are getting cold feet because of the cost. Chief Strow told everyone that the annual car show will benefit the Friends of Williston, and the most recent thing the Friend of Williston has purchased is two used patrol cars.

ITEM – 9 – ADJOURNMENT –no future business meeting adjourned at 7:25 p.m.

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CITY COUNCIL MEETING

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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.

RESOLUTION 2020-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING A TASK ORDER FOR THE CONSTRUCTION MANAGER AT RISK CONTRACT BETWEEN THE CITY OF WILLISTON AND WHARTON-SMITH, INC., AND AUTHORIZING THE EXECUTION OF THE TASK ORDER FOR A PRICE NOT-TO-EXCEED \$24,668.38, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston and Wharton-Smith, Inc., have an agreement to perform Construction Manager at Risk (CMAR) services for continuing services towards projects having an approximated value of less than \$2,000,000.00; and

WHEREAS, Wharton-Smith, Inc., has submitted a proposal to perform preconstruction services for Phase 2 of the Williston Wastewater Treatment Facility (WWTF) Upgrades project; and

WHEREAS, the funding for CMAR preconstruction services at the Williston WWTF project will be part of the grant provided through the FDEP Springs Grant Program; and

WHEREAS, the city administration has approved the scope of work provided in the proposal, attached hereto, as being appropriate and beneficial to the success of the aforementioned project.

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

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

SECTION 2. The City Council hereby approves the Task Order for the Construction Manager at Risk continuing services agreement between the City of Williston and Wharton-Smith, Inc., and authorizes the City Council President to sign the Task Order.

[Remainder of this page intentionally left blank]

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

PASSED AND ADOPTED on the ____ day of April, 2020.

ATTEST:

CITY OF WILLISTON, FLORIDA

By: _____
Latricia Wright, City Clerk

By: _____
Nancy Wininger, President



Wharton-Smith, Inc.
CONSTRUCTION GROUP

February 4, 2020

CJ Zimoski
Public Works Director
City of Williston
50 NW Main Street
Williston, FL 32696

Re: Williston WWTF Phase 2 Upgrades Project
Preconstruction Services Proposal

Dear Mr. Zimoski:

Wharton-Smith is pleased to submit the attached proposal for preconstruction services for the Williston WWTF Phase 2 Upgrades project. The cost estimate for these services is **\$24,668.38**. A comprehensive breakdown of tasks, to be performed by Wharton-Smith and associated cost and labor breakdowns are provided in the supporting documentation following this letter. However, our scope generally consists of the following:

- Attendance at design review and design progress meetings
- Site visits
- Full constructability review at design milestones
- Value Engineering at design milestones
- One Master CPM construction schedule
- Cost estimates provided at design milestones
- Development of Guaranteed Maximum Price (GMP)

We are extremely grateful for this opportunity to provide services to the City of Williston. Please don't hesitate to call me with any questions.

Very respectfully,

Carolyn Bonaventura
Preconstruction Services Manager
Wharton-Smith, Inc.

750 Monroe Road, Sanford, FL 32771 | Phone: (407) 321-8410 | Fax: (407) 829-4453
Mailing Address: P.O. Box 471028, Lake Monroe, FL 32747-1028



CITY OF WILLISTON
WILLISTON WWTF PHASE 2 UPGRADES PROJECT
PRECONSTRUCTION SCOPE OF SERVICES
EXPLANATION OF COSTS

The following narrative is to provide better insight into the cost breakdown of preconstruction phase. The duration of the preconstruction activities is assumed to be March 6, 2020 through October 7, 2020.

Task 1 Meetings and Site Investigation

- 1.1 Attend Design Progress Meetings – Wharton-Smith preconstruction staff will attend 3 design related meetings with Wright-Pearce (Engineer) and City of Williston (Owner). These meetings include design review progress meetings, redline page turning sessions, value engineering option and constructability reviews, and other specific design related meetings.
- 1.2 Site Visits & Investigation – Wharton-Smith will perform one site visit to investigate existing conditions, review spatial constraints, evaluate structure placement, develop ingress & egress plan during construction, and analyze site conditions for development of site-specific safety and quality plans. These visits will also be used to obtain information for overall site utilization plan which includes both temporary and permanent facilities (trailers, water service, sewer service, temp. power). Commerce Controls will investigate existing conditions and how they affect future migration of plant controls from temporary control room to new operations building. Wharton-Smith will provide final report of encountered conditions (inclusive of Commerce Controls' findings) to the City.
- 1.4 Preconstruction Video – Wharton-Smith will hire subcontractor to video existing conditions inside the Williston WWTF as well as the area immediately outside the plant fence (easements, roadway). A copy of the video will be provided to the City.

Task 2 Cost Estimates

- 2.1 Preliminary (30%) Design Cost Estimate – Wharton-Smith preconstruction staff will perform detailed takeoffs (based on drawing concepts) on all construction trades such as concrete, utilities, masonry, roofing, doors, windows, etc. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any subcontractor cost estimates.
- 2.2 Detailed (90%) Design Cost Estimate – These costs are for the same items outlined in Tasks 2.1 and 2.2 but now accurate costing of all trades as these drawings are essentially complete, minus corrections.



Task 3 Design and Constructability Reviews

- 3.1 30% Design Review – Wharton-Smith will perform detailed design and constructability review to identify errors, conflicts, constructability concerns, spatial concerns, general questions, and overall consistency of the design disciplines (structural, architectural, civil, etc.). Value engineering options are also provided.
- 3.2 60% Design Review - These costs are for the same items outlined in Task 3.1 but for the 60% design documents including specifications. While Wharton-Smith understands the design will go from 30% to 90%, we recommend keeping this task at an interim confirmation of design direction, decisions, and constructability.
- 3.3 90% Design Review - These costs are for the same items outlined in Tasks 3.1 and 3.2 but now include detailed review of the electrical and P&ID drawings.

Task 4 CPM Master Schedule

- 4.1 Schedule Development and Phasing – Wharton-Smith will develop a baseline Critical Path Method (CPM) schedule using Primavera P6 software. The schedule will be broken down by phase (design/permitting, procurement, construction, and closeout) as by structure. A detailed schedule sequence will be provided for each structure. All portions of the project will be interrelated by schedule logic so that a true "critical path" is easily identifiable.
- 4.2 Schedule Review and Updates – The baseline CPM schedule developed in Task 4.1 is continually updated as more information is made available through design progression and construction sequence determination.
- 4.3 Final GMP Schedule – The schedule developed in Task 4.2 is modified based on the final design. Final construction sequencing is determined. This schedule shall serve as the basis for General Conditions costs in the GMP as well as the contract time required for the duration of construction.

Task 5 Bidding and Procurement

- 5.1 Subcontract Bid Packages – Wharton-Smith will develop scope specific bid packages for all construction subcontract trades. The bid packages shall include Instructions to Bidders, Scopes of Work, RFP's, Bid Forms, Value Engineering forms, and Schedule Commitments. Wharton-Smith will continually communicate with bidding vendors through the bidding process to ensure responsive bids. Wharton-Smith will respond to all questions from bidders related to scope of work as well as coordinate any questions regarding design with Engineer.
- 5.2 Purchase Order Bid Packages – Wharton-Smith will develop scope specific bid packages for all material purchases. The bid packages shall include Instructions to Bidders, Scopes of Work, RFP's, Bid Forms, Value Engineering forms, and Schedule Commitments. Wharton-Smith will continually communicate with bidding vendors through the bidding process to ensure responsive bids. Wharton-Smith will respond to all questions from bidders related to scope of work as well as coordinate any questions regarding design with Engineer.
- 5.3 Pre-Bid Meetings and Site Visits – Wharton-Smith will host, coordinate, and manage a pre-bid site visit for all potential bidders for the subcontract and purchase order bid packages. Wharton-Smith will take notes and answer questions. Bid clarifications/addenda will be issued to bidding parties as needed.



- 5.4 Receive Bids – Wharton-Smith will receive bids throughout the course of an entire day. The bid times will be staggered to ensure our ability to answer questions or provide direction up to the last minute. For example: site work and electrical bids may be at 2:00 PM, while roofing, masonry, and concrete bids will be due at 3:00 PM.
- 5.5 Review Bids and Recommend Award –All of the bids are reviewed for completeness, responsiveness, exceptions, clarifications, and deviations from the contract documents. Value engineering ideas and schedule commitments will also be evaluated. Wharton-Smith will provide a bid tabulation worksheet and, make a recommendation for package award, based on the best interest of Williston. Final decision is made by the City.
- 5.6 Final Guaranteed Maximum Price (GMP) Assembly – All documents that comprise the GMP are assembled into a single tabbed and searchable binder/pdf document (both hard copy and electronic copy provided). This includes all schedules, bid package documents, subcontractor and supplier bids, other quotes, general conditions breakdowns, value engineering logs, and other GMP relevant documents that were considered in creation of the GMP.

EXHIBIT A
CONSTRUCTION MANAGER'S PERSONNEL

1.2 Project Team

Preconstruction Project Manager – Carolyn Bonaventura

Preconstruction Director – Nathan Hiillard

Estimator – Sean White

Construction Project Manager – TBD

Superintendent (Precon)– TBD

Safety Manager – Gilbert Orcasitas

EXHIBIT B

COVER SHEET FOR GENERAL TERMS AND CONDITIONS

The Agreement for Construction Management Services dated May 15, 2018, is incorporated by reference and made a part hereof as if set forth in full.

**EXHIBIT C
INDIVIDUAL PROJECT DESCRIPTION
AND APPLICABLE DOCUMENTS AND GUIDELINES**

Description of Project

Owner Project No: N/A
Owner Project Name: Williston WWTF Phase 2 Upgrades Project
Location/Address: Williston, FL
Description: Project Scope: Provide preconstruction services for project, including meetings, site visits, constructability reviews, value engineering, scheduling and cost estimates.

1.5/3.3 Documents and Guidelines

1. None
2. _____
3. _____
4. _____
5. _____
6. _____

EXHIBIT D
PROJECT DESIGN AND CONSTRUCTION SCHEDULE

1.2/3.4 Project Design and Construction Schedule*

PHASE	START DATE	END DATE
30% Design Review	3/16/20	3/30/20
30% Cost Estimate	3/16/20	4/20/20
90% Design Review	6/1/20	6/16/20
90% Cost Estimate	6/1/20	7/6/20
100% Design Review	7/31/20	8/7/20
GMP Development/Competitive Bidding Services	8/7/20	10/7/20

*REFERENCE ARTICLE 16. SCHEDULE REQUIREMENTS IN THE GENERAL TERMS AND CONDITIONS

EXHIBIT E
Guaranteed Maximum Price Agreement

Pursuant to the Agreement between The City of Williston ("Owner") and Wharton-Smith, Inc. ("Construction Manager"), for the construction of **Williston WWTF Phase 2 Upgrades Project** the Owner and the Construction Manager hereby execute this **GUARANTEED MAXIMUM PRICE ("GMP") AGREEMENT** and further agree as set forth below.

- 1 Construction Manager shall commence of the Work within ten (10) calendar days after the date indicated on the Notice to Proceed.
- 2 The date of Final Completion for the Project shall be 0 days after the date of Substantial Completion.
- 3 The Construction Manager's Guaranteed Maximum Price ("GMP") proposal dated N/A attached hereto and incorporated herein, is accepted by the Owner.
- 4 In accordance with Section 3.6.1.8 of the Agreement for Construction Management Services, the Construction Manager shall award Trade Contracts representing ninety percent (90%) or more of the Cost of the Work within **ninety (90)** days of issuance of the GMP Agreement for Construction Services.
- 5 The Guaranteed Maximum Price is \$24,668.38.

6 Construction Services GMP

SUMMARY OF COSTS	GMP
General Conditions	\$0
Staffing	\$ 24,668.38
Trade Contracts (cost of work)	\$ 0
Contingency	\$ 0
CM Fee % (does not include Bonds and Insurance), but calculated in ODP	9%
CM Fee / OH&P	\$ 0
GMP Total:	\$ 24,668.38

FOR THE OWNER:
 CITY OF WILLISTON

FOR THE CONSTRUCTION MANAGER:
 WHARTON-SMITH, INC.

 BY: SCOTT LIPPMANN, CITY MANAGER

 BY: TIMOTHY SMITH, EXECUTIVE VICE PRESIDENT

 DATE:

 DATE:

EXHIBIT F
PROJECT SPECIFIC REQUIREMENTS AND PRE-CONSTRUCTION SERVICES FEE

3.3.4 **LEED Certification.** The LEED Certification level is established at n/a level.

3.3.6 **Initial Construction Schedule Deadline**
 With Advanced Schematic Design submittal or
 With GMP submittal

3.4.3 **Construction Manager's Contingency** shall be no greater, as a percentage of the estimated Cost of the Work, than the following at each of the following phases:
ten percent (10 %) at Conceptual Schematic Design
eight percent (8 %) at Advanced Schematic Design
six percent (6 %) at Design Development
five percent (5 %) at **(60 %)** Construction Documents
three percent (3 %) at the time the GMP proposal is submitted
two percent (2%) at the time that Construction Manager has bought out Trade Contracts representing ninety percent (90%) of the Cost of Work or more.

3.4.5 **Jobsite Management and Logistics Plan**
 with **Design Development** phase submittal or
 no later than **20 days after NTP**

3.4.8 **Phased or "Fast-Track" Construction**
none

3.5.1 **GMP Proposal Submittal Deadline**
 upon completion of **one hundred** percent (**100 %**) of the Construction Documents.
 thirty (30) days after completion of the Construction Documents.
 no later than **Month** , **0000**

4.1 **Pre-Construction Services Fee (if required)**

PHASE	FEE
Task 1 – Meetings and Site Investigation	\$ 8,815.42
Task 2 – Cost Estimates	\$ 4,208.88
Task 3 – Design and Constructability Reviews	\$ 3,552.64
Task 4 – CPM Master Schedule	\$ 2,701.44
Task 5 – Bidding and Procurement	\$5,390.00
Total:	\$ 24,668.38

4.2 **Overhead & Profit.** The Construction Manager's Overhead & Profit percentage shall not exceed **9 %** for the base GMP and **9 %** for any Change Orders.

4.2.2 **Mileage Rate.** The mileage rate for authorized travel shall be set by Owner in accordance with state law, as same may be amended or revised from time to time.

Lodging Rate. The maximum reimbursable rate for lodging shall be set by Owner in accordance with state law, as same may be amended or revised from time to time.

Meals. The maximum reimbursable rates for meals shall be set by Owner in accordance with state law, as same may be amended or revised from time to time.

5.1 **Liquidated Damages:** \$0 per day

EXHIBIT G
PROJECT-SPECIFIC MODIFICATIONS

8.12 Modifications to the Contract for Design/Preconstruction

Project Specific Assumptions and Clarifications.

1. Schedule shall be based on Wright Pearce completion of documents at 30%, 90% and 100% milestones.
2. For the progress meetings, the Preconstruction Director will be available by phone/video-conferencing only.
3. The City of Williston will develop the bidders' list with Wharton-Smith prior to soliciting competitive bids on work packages.
4. Wharton-Smith has included a task for the 60% design review, even though technically the design milestones are only 30% and 90%. We recommend this review and meeting just to confirm design decisions, direction and constructability.

EXHIBIT H
NOTICE TO PROCEED

Pursuant to the Agreement between The City of Williston (“Owner”) and Wharton-Smith, Inc. (“Construction Manager”), for the construction of **Williston WWTF Phase 2 Upgrades Project - Preconstruction** the Owner and the Construction Manager hereby execute this **NOTICE TO PROCEED** and further agree as set forth below.

- 1 Construction Manager shall commence preconstruction phase of the Work within ten (10) calendar days after the date indicated on the Notice to Proceed.
- 2 The date of Substantial Completion for the Project shall be: **October 7, 2020.**
- 3 The Construction Manager’s Guaranteed Maximum Price (“GMP”) proposal dated **October 7, 2020** for the preconstruction phase attached hereto and incorporated herein, is accepted by the Owner.

FOR THE OWNER:
THE CITY OF WILLISTON

FOR THE CONSTRUCTION MANAGER:
WHARTON-SMITH, INC.

BY:

BY:

DATE:

DATE:

CITY COUNCIL RESOLUTION NO. 2020-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, FINDING AND DECLARING THE EXISTENCE OF AN EMERGENCY, AS OF MARCH 9, 2020, ARISING FROM THE COVID-19 PUBLIC HEALTH EMERGENCY.

WHEREAS, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, in late 2019, a new and significant outbreak of COVID-19 emerged in China; and

WHEREAS, the World Health Organization previously declared COVID-19 a Public Health Emergency of International Concern; and

WHEREAS, in response to the recent COVID-19 outbreak in China, Iran, Italy, Japan and South Korea, the Centers for Disease Control and Prevention ("CDC") has deemed it necessary to prohibit or restrict non-essential travel to or from those countries; and

WHEREAS, on March 1, 2020, the Governor issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 7, 2020, the Governor directed the Director of the Division of Emergency Management to activate the State Emergency Operations Center to Level 2 to provide coordination and response to the COVID-19 emergency; and

WHEREAS, the CDC currently recommends community preparedness and

everyday prevention measures be taken by all individuals and families in the United States, including voluntary home isolation when individuals are sick with respiratory symptoms, covering coughs and sneezes with a tissue and disposal of the tissue immediately thereafter, washing hands often with soap and water for at least 20 seconds, using of alcohol-based hand sanitizers with 60%-95% alcohol if soap and water are not readily available and routinely cleaning frequently touched surfaces and objects to increase community resilience and readiness for responding to an outbreak; and

WHEREAS, the CDC currently recommends mitigation measures for communities experiencing an outbreak including staying at home when sick, keeping away from others who are sick, limiting face-to-face contact with others as much as possible, consulting with your healthcare provider if individuals or members of a household are at high risk for COVID-19 complications, wearing a facemask if advised to do so by a healthcare provider or by a public health official, staying home when a household member is sick with respiratory disease symptoms if instructed to do so by public health officials or a health care provider; and

WHEREAS, based upon information, advices and warnings from the various agencies identified herein, the City, in order to protect the welfare and safety of the citizens of the City and their property, finds it necessary to declare the existence of an emergency and to make all precautionary and necessary plans to avoid or minimize damages arising from and out of the COVID-19 public health emergency.

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

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

Section 2. The City Council declares the existence of an emergency

arising from the COVID-19 public health emergency and authorizes and instructs all its City officials and the various departments of the City to take all emergency action which is prudent and necessary to protect the welfare and safety of the citizens of the City and their property.

Section 3. The City Manager is hereby authorized to make emergency purchases of supplies and services, and take all necessary precautions required to prevent or repair damages to persons and property, resulting from the COVID-19 public health emergency.

Section 4. This resolution shall be retroactive to March 9, 2020 and shall expire sixty (60) days from said date unless extended by the Council President.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of March, 2020.

CITY OF WILLISTON, FLORIDA

By: _____
Nancy Wininger, President

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Latricia Wright, City Clerk

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

Date: April 7, 2020

COUNCIL AGENDA ITEM

TOPIC: QUASI-JUDICIAL HEARING – APPROVAL OF ORDINANCE #680 FOR **FINAL READING – AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF WILLISTON, FLORIDA, PURSUANT TO AN APPLICATION BY THE CITY OF WILLISTON FOR CAMELLIA PLANTATION, PHASE 2; A TOTAL OF 26.170 ACRES MOL RECORDED IN PLAT BOOK 10, PAGES 25 AND 26 OF THE PUBLIC RECORDS OF LEVY COUNTY FLORIDA AND ALSO IDENTIFIED ON THE OFFICIAL RECORDS OF THE LEVY COUNTY PROPERTY APPRAISER, CHANGING THE ZONING DESIGNATION FROM COUNTY RESIDENTIAL TO CITY R-1 SINGLE FAMILY RESIDENTIAL ZONING; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS, AND PROVIDING AN EFFECTIVE DATE.**

REQUESTED BY: CITY OF WILLISTON

PREPARED BY: JACKIE GORMAN, COMMUNITY DEVELOPMENT & GRANTS MANAGER

BACKGROUND / DESCRIPTION: The Building Department issued a permit for a new home in the Camellia Plantation Subdivision. During this process the City approved a setback that was incorrect and soon discovered that the development never received a zoning designation.

This rezoning is basically a “housekeeping” procedure to get this development into compliance with our Zoning Map. The land use is currently residential and the lots in Camellia Plantation meet the minimum zoning requirement for R-1 (minimum lot size, setbacks, platted 35’ setback, etc.).

LEGAL REVIEW: Yes

FISCAL IMPACTS: No

RECOMMENDED ACTION: P&Z Commission recommended Approval of Ordinance 680 of February 25, 2020; City Council approved Ordinance #680 for 1st Reading on 3/3/2020

ATTACHMENTS: Yes

- Ordinance #680
- Staff Report

COMMISSION ACTION:

_____ **APPROVED** _____ **DISAPPROVED**

STAFF REPORT – Proposed Amendment to the City’s Official Zoning Map for 26.170 acres to be changed from County Residential to City R-1 Single Family Residential.

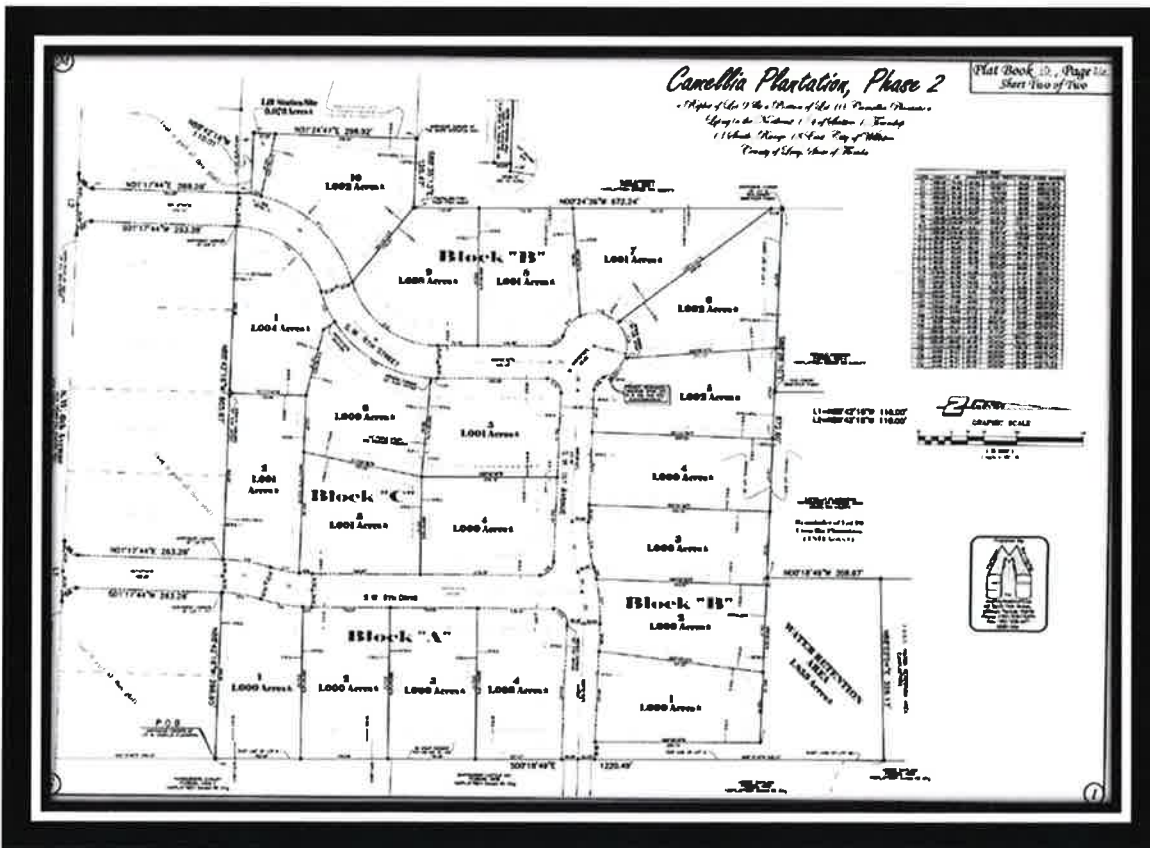
Applicant: CITY OF WILLISTON

Project: Camellia Plantation Phase 2 Rezoning

Public Hearings:
Planning Commission – Tuesday February 25, 2020 6:00 PM

City Council – March 3, 2020 6:00 PM - Approved
City Council – March 17, 2020 6:00 PM

LOCATION MAP/AERIAL PHOTOGRAPH



SUMMARY

The existing Camellia Plantation, Phase 2 was annexed in 2005 and consists of 26.170 acres. Since the property was annexed, the City failed to assign a Zoning designation that has led to several issues with setbacks. Currently we have a situation concerning a new home that does not meet the required 35' setback. During the site plan review, information in the Camellia Plantation file lead staff to believe the property was zoned R1-A which has 30' setback requirements. It wasn't until later it was discovered that the plat required 35' which is the setback requirement for R-1 Zoning. After further research we found that an Ordinance was never adopted giving this development a zoning designation and the new home was non-compliant since it did not meet the required setback of 35'.


The existing land use is residential. Camellia Plantation Phase 2 currently meets the minimum requirements for R-1 zoning.

Staff Recommendation:

Approval

Proposed Zoning:



	R-1	Residential Single-Family
	R-1-A	Residential Single-Family
	RM-1-A	Residential Mobile Home
	R-2	Residential Duplex
	RM-2	Residential Multifamily

ORDINANCE NO. 680

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF WILLISTON, FLORIDA, PURSUANT TO AN APPLICATION BY THE CITY OF WILLISTON FOR CAMELLIA PLANTATION, PHASE 2; A TOTAL OF 26.170 ACRES MOL RECORDED IN PLAT BOOK 10, PAGES 25 AND 26 OF THE PUBLIC RECORDS OF LEVY COUNTY FLORIDA AND ALSO IDENTIFIED ON THE OFFICIAL RECORDS OF THE LEVY COUNTY PROPERTY APPRAISER, CHANGING THE ZONING DESIGNATION FROM COUNTY RESIDENTIAL TO CITY R-1 SINGLE FAMILY RESIDENTIAL ZONING; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Williston, Florida, did on June 29, 2004 annex Camellia Plantation, Phase 2 into the corporate limits of the City of Williston; and

WHEREAS, the records do not reflect where the annexed property received a zoning designation; and

WHEREAS, the Planning and Zoning Commission of the City of Williston, designated as the Local Planning Agency, did hold the required public hearing on February 25, 2020, with Public Notice having been provided on said application for amendment; and

WHEREAS, after review and consideration for all comments received during said Public Hearing, the Planning Commission recommended approval to the City Council of the amendment to the Official Zoning Map from County Residential to City Residential Single-Family R-1; and

WHEREAS, the City Council did hold the required Public Hearing on said application for an amendment and after said Public Hearing, and upon the City Council's review and consideration of all comments received, found the application to be consistent with the City's Comprehensive Plan.

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

Section 1. The amendment to the City's Official Zoning Map, changing the zoning classification on Camellia Plantation, Phase 2, located as described in Exhibit A, attached, from County Residential to City Single Family Residential (R-1) is hereby approved.

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

Section 3. Zoning Map. The Land Development Regulations Official Zoning Map designation changes enacted herein shall be incorporated within 48 hours of this Ordinance becoming effective.

Section 4. Effective Date. This Ordinance shall become effective immediately.

PASSED ON FIRST READING, THIS 3rd DAY OF MARCH 2020.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Williston, Florida, after properly dispensing with the second reading, on final reading this 7th day of April 2020.

ATTEST:

CITY OF WILLISON:


Latricia Wright
City Clerk

Nancy Winger
President, City Council

Fred Koberlein, Jr.
City Attorney

EXHIBIT B



- | | | |
|---|--------|---------------------------|
|  | R-1 | Residential Single-Family |
|  | R-1-A | Residential Single-Family |
|  | RM-1-A | Residential Mobile Home |
|  | R-2 | Residential Duplex |
|  | RM-2 | Residential Multifamily |

Date: April 7, 2020

COUNCIL AGENDA ITEM

TOPIC: SECOND READING ORDINANCE #681 REFERENDUM

REQUESTED BY: CITY COUNCIL

PREPARED BY: FRED KOBERLEIN

BACKGROUND / DESCRIPTION: ORDINANCE AUTHORIZING THE SUBMISSION OF AMENDMENTS TO THE CITY CHARTER, AMENDING THE COMPENSATION OF THE COUNCILMEMBERS AND MAYOR, TO THE CITIZENS THROUGH A REFERENDUM; AND PROVIDING AN EFFECTIVE DATE.

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

APPROVED

DISAPPROVED

ORDINANCE NO. #681

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE SUBMISSION OF AMENDMENTS TO THE CITY CHARTER, AMENDING THE COMPENSATION OF THE COUNCILMEMBERS AND MAYOR, TO THE CITIZENS THROUGH A REFERENDUM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Williston, Florida (hereinafter "City") is a municipality organized and existing under the laws of the State of Florida; and

WHEREAS, the electorate of the City approved the current Charter which, as amended, has been the governing Charter of the City; and

WHEREAS, certain provisions of the Charter have become outdated; and

WHEREAS, the City Council finds that the Charter requires amendments in order to update the compensation of the current and future councilmembers and the mayor.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WILLISTON, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and accurate and are adopted and incorporated herein.

Section 2. Section 2.04 of Article II ("City Council and Mayor"), of the Charter shall be amended as follows (words ~~stricken~~ are deletions; words underlined are additions) and submitted to the electorate:

Section 2.04. – Compensation; expenses.

The council may determine the monthly salary of the councilmen, the said salary to be set by ordinance; provided, however, the salary of each councilman shall not be more than ~~two hundred dollars (\$200.00)~~ four hundred dollars (\$400.00) monthly, and the salary of the president of the city council shall not be more than ~~two hundred fifty dollars (\$250.00)~~ five hundred dollars (\$500.00) monthly. Councilmen shall receive their actual and necessary expenses in the performance of the duties of their offices. The mayor shall receive a monthly salary in the amount determined by the city council, the said salary to be set by ordinance, provided, however, the salary of the mayor shall be not more than ~~two hundred fifty dollars (\$250.00)~~ five hundred dollars (\$500.00) monthly. The mayor shall receive his

actual and necessary expenses in the performance of his duties of office.

Section 3. The vote to be cast at the election shall pose the following questions to the electors of the City of Williston:

Section 2.04 – Compensation; expenses

Should the Charter be amended so that the monthly compensation for the mayor and city council president will be increased to five hundred dollars (\$500.00) and the monthly compensation for all other councilmembers will be increased to four hundred dollars (\$400.00)?

_____ YES
_____ NO

Section 4. This ordinance shall become effective upon passage by the City Council.

PASSED AND ADOPTED this ____ day of _____, 2020 by the City Council of the City of Williston, Florida.

CITY OF WILLISTON, FLORIDA

By: _____
Nancy Wininger,
City Council President

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Latricia Wright, City Clerk

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

Date: April 7, 2020

COUNCIL AGENDA ITEM

TOPIC: APPOINTING DEPUTY TERRY BOVAIRD TO THE CHAPTER 185 PENSION BOARD

REQUESTED BY: CHAPTER 185 PENSION BOARD

PREPARED BY: LATRICIA WRIGHT

BACKGROUND / DESCRIPTION: APPLICATION ATTACHED, APPROVING RESOLUTION 2020-10 APPOINTING DEPUTY CHIEF TERRY BOVAIRD TO THE CHAPTER 185 PENSION BOARD

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

APPROVED

DISAPPROVED

RESOLUTION 2020-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPOINTING DEPUTY CHIEF TERRY BOVAIRD TO THE CITY OF WILLISTON CHAPTER 185 PENSION BOARD FILLING A VACANCY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Williston City Council wishes to appoint Deputy Chief Terry Bovaird to the City of Williston Chapter 185 Pension Board to fulfill a vacancy.

WHEREAS, Deputy Chief Terry Bovaird did complete and submit the required application (Exhibit A)

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Williston, Florida, as follows:

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

SECTION 2. The City Council does accept the application and appoint Deputy Chief Terry Bovaird to the City of Williston Chapter 185 Pension Board.

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

PASSED AND ADOPTED at a meeting of the City Council this 7th day of April, 2020.

CITY OF WILLISTON, FLORIDA

Nancy Wininger, President
Williston City Council

ATTEST: Latricia Wright
City Clerk



CITY OF
WILLISTON
FLORIDA

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

APPLICATION FOR COMMISSION/BOARD MEMBERSHIP

NAME TERRY BOVAIRD

ADDRESS _____

TELEPHONE: HOME _____ WORK: 352-849-2187

EMAIL ADDRESS: TERRY.BOVAIRD@WILLISTONPOLICE.ORG

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

- PLANNING & ZONING
- PENSION
- AIRPORT
- ADJUSTMENTS
- CRA
- CITIZENS ADVISORY
- CHAPTER 185

ARE YOU AVAILABLE TO MEET ACCORDING TO THE PUBLISHED COMMISSION/BOARD MEETING SCHEDULE? YES NO

ARE YOU A (CIRCLE ALL THAT APPLY): CITY RESIDENT BUSINESS OWNER
PROPERTY OWNER

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

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

WHAT SPECIAL ASSETS WOULD YOU BRING TO THE BOARD?

BRIEF COMMUNITY SERVICE: _____

DO YOU HAVE ANY PREVIOUS BOARD EXPERIENCE? YES NO

DATE: 11/12/2020 SIGNATURE: Terry Bovaird

PLEASE RETURN THIS APPLICATION TO: CITY OF WILLISTON
PO DRAWER 160
WILLISTON, FLORIDA 32696

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

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

Mayor – JERRY ROBINSON / President – NANCY WININGER
Vice President – MARGUERITE ROBINSON
Council members / CHARLES GOODMAN – JUSTIN HEAD – ELIHU ROSS
City Manager – SCOTT L. LIPPMANN / City Clerk – FRANCES V. TAYLOR

Date: April 7, 2020

COUNCIL AGENDA ITEM

DISCUSSION: CDBG – RESOLUTION #2020-11 AUTHORIZING THE CITY MANAGER TO EXECUTE THE PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION (PHMSA) TECHNICAL ASSISTANCE GRANT.

REQUESTED BY: City Council
PREPARED BY: Jackie Gorman

BACKGROUND / DESCRIPTION:

The City of Williston is currently working with the Florida Gas Utility staff in applying for a Technical Assistance Grant to upgrade the cities GIS maps for gas utilities. PHMSA is a US Department of Transportation Agency and develops and enforces regulations for the safe, reliable, and environmentally sound operation of the nation’s pipeline transportation system.

The grant provides funding to local communities and non-profits for assistance related to pipeline safety. The City is applying for funding to have GPS locates on gas utilities (pipeline, valves, etc.) to enter into the GIS system that is currently being populated with data on the City’s infrastructure; funding for leak detection equipment, training and supplies.

We do not have information currently as to the total amount of the application. The grant application is due on March 19, 2020 so we will have the total amount of the application by the Council meeting. Staff is requesting approval of Resolution #2020-11 authorizing the City Manager to sign the Grant application as legal representative for the City of Williston.

LEGAL: REVIEW: Required

FISCAL IMPACTS: None

RECOMMENDED ACTION: Approval

ATTACHMENTS: Resolution 2020-11

CONTRACT RESOLUTION MAP

LEASE OTHER DOCUMENTS

CONSULTANT OR PARTY TO ACTION HAS BEEN NOTIFIED

COUNCIL ACTION:

APPROVED
 DISAPPROVED

RESOLUTION NUMBER 2020-11

A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF THE PHMSA TECHNICAL ASSISTANCE GRANT BETWEEN THE UNITED STATES DOT AND THE CITY OF WILLISTON FOR UPGRADING THE GIS MAPPING SYSTEM TO BENEFIT THE CITY'S GAS SYSTEM.

WHEREAS, the City Council of the City of Williston, Florida, is submitting a Technical Assistance Grant to the United States Department of Transportation (DOT) for the upgrading of the City's Geographical Information System (GIS) Mapping and; and

WHEREAS, the United States DOT requires the Grant be approved and accepted by the signature of the authorizing representative of the City.

NOW, THEREFORE, BE IT RESOLVED by the City of Williston, Levy County, Florida, that the City Council does hereby approve as follows:

SECTION 1. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are hereby made a specific part of this resolution upon adoption hereof.

SECTION 2. This resolution authorizes the City Manager execute and approve documents necessary to apply for Technical Assistance from the United States DOT as referenced above.

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

DULY PASSED, ADOPTED AND MADE EFFECTIVE by the City Council of the City of Williston, Florida, on this 7th day of April, 2020.

**CITY COUNCIL
CITY OF WILLISTON, FLORIDA**

Nancy Wininger, President, City Council

ATTEST:

Latricia Wright, City Clerk

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		
* If Revision, select appropriate letter(s): _____ * Other (Specify): _____		
* 3. Date Received: _____	4. Applicant Identifier: _____	
5a. Federal Entity Identifier: _____	5b. Federal Award Identifier: _____	
State Use Only:		
6. Date Received by State: _____	7. State Application Identifier: _____	
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Williston, Florida		
* b. Employer/Taxpayer Identification Number (EIN/TIN): _____		* c. Organizational DUNS: _____
d. Address:		
* Street1:	50 NW Main Street	
Street2:	_____	
* City:	Williston	
County/Parish:	_____	
* State:	FL: Florida	
Province:	_____	
* Country:	USA: UNITED STATES	
* Zip / Postal Code:	32696-2043	
e. Organizational Unit:		
Department Name: _____	Division Name: _____	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Ms.	* First Name: Jackie	
Middle Name:	_____	
* Last Name:	Gorman	
Suffix:	_____	
Title: Community Development & Grants Manager		
Organizational Affiliation: _____		
* Telephone Number: 352-528-3060 Ext. 111	Fax Number: _____	
* Email: city.planner@willistonfl.org		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

693JK320NE0003

* Title:
Technical Assistance Grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

*** 15. Descriptive Title of Applicant's Project:**

City of Williston 2020 TAG

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="0.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

**** I AGREE**

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

FY 2020 Technical Assistance Grant (TAG) Project Narrative

Please provide a clear and concise description of the work this grant will fund

{type or insert your Project Abstract here}

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. [Redacted]	[Redacted]	\$ [Redacted]	\$ [Redacted]	\$ [Redacted]	\$ [Redacted]	\$ [Redacted]
2. [Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
3. [Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
4. [Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
5. Totals		\$ [Redacted]	\$ [Redacted]	\$ [Redacted]	\$ [Redacted]	\$ [Redacted]

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
9. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
10. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
11. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
12. TOTAL (sum of lines 8-11)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
14. Non-Federal	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
15. TOTAL (sum of lines 13 and 14)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
17. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
18. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
19. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
20. TOTAL (sum of lines 16 - 19)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges: <input type="text"/>	22. Indirect Charges: <input type="text"/>				
23. Remarks: <input type="text"/>					

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
a. Personnel	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
b. Fringe Benefits	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
c. Travel	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
d. Equipment	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
e. Supplies	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
f. Contractual	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
g. Construction	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
h. Other	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
i. Total Direct Charges (sum of 6a-6h)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
j. Indirect Charges	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
k. TOTALS (sum of 6i and 6j)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
7. Program Income	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

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Standard Form 424A (Rev. 7-97)
Prescribed by OMB (Circular A -102) Page 1A

FY 2020 Technical Assistance Grant (TAG) Budget Narrative-Estimate Template

{type or insert your Budget narrative here}

Technical Assistance Grant Estimated Budget - Fiscal Year 2019

Insert the total for each category below

DIRECT COSTS

Personnel	\$	
Fringe Benefits	\$	
Travel	\$	
Equipment	\$	
Supplies	\$	
Contractual	\$	
Construction		\$0.00
Other	\$	
Total Direct	\$	

INDIRECT COSTS

Indirect Charges	\$	
------------------------	----	--

TOTAL ESTIMATED COSTS.....\$

Date: April 7, 2020

COUNCIL AGENDA ITEM

AGENDA ITEM: AUTHORIZATION TO OPEN MONEY MARKET ACCOUNT WITH DRUMMOND BANK

REQUESTED BY: FINANCE DIRECTOR **PREPARED BY:** FINANCE DIRECTOR

BACKGROUND / DESCRIPTION: The City maintains its operating accounts at Drummond Bank. Currently those accounts are traditional checking accounts which earn minimum interest. The City does not have a money market account with Drummond Bank. By opening a money market account, the City would be able to maximize potential interest income by transferring excess operating funds into this account.

LEGAL: REVIEW: N/A

FISCAL IMPACTS: The new account would increase interest income revenue.

RECOMMENDED ACTION: Staff recommends that the Council authorize the opening of a money market account at Drummond Bank.

ATTACHMENTS: CONTRACT RESOLUTION OTHER

COUNCIL ACTION: APPROVED DISAPPROVED

RESOLUTION NUMBER 2020-12

A RESOLUTION OF THE CITY OF WILLISTON OF LEVY COUNTY, FLORIDA AUTHORIZING THE CITY TO OPEN A MONEY MARKET ACCOUNT FOR PUBLIC DEPOSITS AT DRUMMOND BANK; AUTHORIZING SPECIFIC PERSONS TO BE SIGNATORS OF THE ACCOUNT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Williston, Florida desires to open a money market account at Drummond Bank, a qualified public depository, to maximize the interest earned on excess operating funds,

WHEREAS, the opening of a money market account(s) with Drummond Bank requires authorization by the City Council of the City of Williston, Florida:

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

SECTION 1. The City Council does hereby authorize the Finance Director and/or City Manager to open a money market account at Drummond Bank, a qualified public depository;

SECTION 2. The City Council designates the City Council President, City Council Vice-President, City Manager and City Clerk of the City of Williston as authorized signatories on behalf of the City of Williston at Drummond Bank;

IT IS FURTHER RESOLVED that the bank account(s) may only be used for City purposes;

IT IS FURTHER RESOLVED that this Resolution shall take effect immediately upon adoption by the City Council.

PASSED AND DULY ADOPTED by the City Council of the City of Williston, Florida, on this 7th day of April 2020.

**CITY COUNCIL
CITY OF WILLISTON, FLORIDA**

Nancy Winger, President
City Council

ATTEST:

Latricia Wright, City Clerk

Date: April 7, 2020

COUNCIL AGENDA ITEM

AGENDA ITEM: REVIEW OF JANUARY 2020 FINANCIAL REPORT (unaudited)

REQUESTED BY: FINANCE DIRECTOR **PREPARED BY:** FINANCE DIRECTOR

BACKGROUND / DESCRIPTION: Enclosed in this agenda item is the January 2020 unaudited financial report. Also included (before the financial report) are PowerPoint slides. These slides are designed to provide a high-level overview of the City's current financial position.

Included in the financial report is the following information:

- Balance Sheet for all Funds - (Page 1)
- Summary of Year-to-date Fund Statements - (Pages 2 – 13)

LEGAL: REVIEW: N/A

FISCAL IMPACTS: N/A

RECOMMENDED ACTION: Acceptance of January 2020 unaudited Financial Report

ATTACHMENTS: CONTRACT RESOLUTION OTHER

COUNCIL ACTION: APPROVED DISAPPROVED



CITY OF WILLISTON, FL

JANUARY 2020 FINANCIAL REPORT

Meeting Date: March 17, 2020

FINANCIAL OVERVIEW – (CITY-WIDE)

Breakdown by Fund

(33.3% of Year complete)

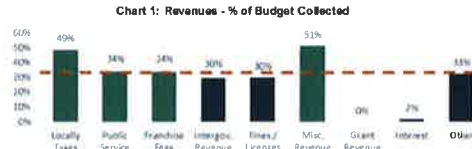
Fund	Revenue	Expenses	Surplus / (Deficit)	Performance
General Fund - Operations	\$1,193,118	\$1,017,530	\$175,588	✓
General Fund - CIP	\$38,376	\$28,851	\$9,525	✓
Airport Fund	\$500,319	\$472,201	\$28,118	✓
CRA Fund	\$166,075	\$128,461	\$37,614	✓
Utility Fund - Operations	\$1,749,241	\$1,753,405	(\$4,164)	✗
Utility Fund - CIP	\$68,863	\$194,532	(\$125,669)	✗
Total	\$3,715,991	\$3,594,979	\$121,012	✓

GENERAL FUND

Overview

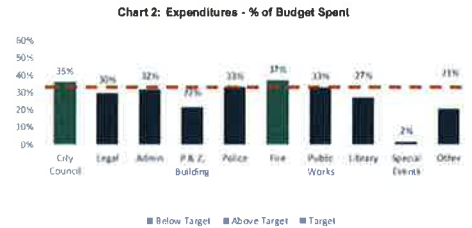
(33.3% of Year complete)

Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	\$1,193,118	\$1,064,025	\$129,093	37.4%	✔
Expenditures / Other Uses	\$1,017,530	\$1,064,025	\$46,495	31.9%	✔
Current Year Surplus / (Deficit)	\$175,588	\$0	\$175,588	n/a	✔
Available Reserves	\$897,146	\$754,889	\$142,278	29.7%	✔



Financial Highlights

- Property Taxes – 69.2% Collected.
- Received \$10 thousand from County for Fire vehicle.
- All Departments (except Fire) are at the budget or very close to it.
- Transferred \$28 thousand to Capital Project fund (CIP).



City of Williston, Florida

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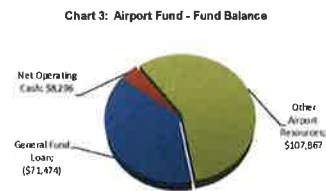
January 2020 Financial Report

AIRPORT FUND

Overview

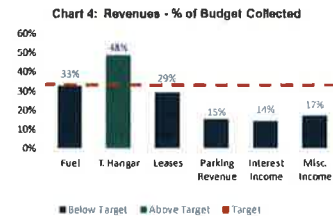
(33.3% of Year complete)

Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	\$500,319	\$668,938	(\$168,619)	24.9%	✘
Expenditures / Other Uses	\$472,201	\$668,938	\$196,737	23.5%	✔
Current Year Surplus / (Deficit)	\$28,118	\$0	\$28,118	n/a	✔
Available Reserves	\$44,688	\$385,284	(\$340,596)	2.8%	✘



Financial Highlights

- Year over year fuel sales decreased by 3.4% - \$13.2K.
- All other operating revenue increased by 6.2% - \$7K.
- Zero capital projects / spending through January.



City of Williston, Florida

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January 2020 Financial Report

CRA FUND

Overview

(33.3% of Year complete)

Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	\$166,075	\$178,814	(\$12,739)	31.0%	✘
Expenditures / Other Uses	\$128,461	\$178,814	\$50,354	23.9%	✔
Current Year Surplus / (Deficit)	\$37,614	\$0	\$37,614	n/a	✔
Available Reserves	\$382,237	\$134,111	\$228,126	67.5%	✔

Financial Highlights

- County distribution of tax revenue received in January - \$135K.
- Property purchased - \$96K

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City of Williston, Florida

January 2020 Financial Report

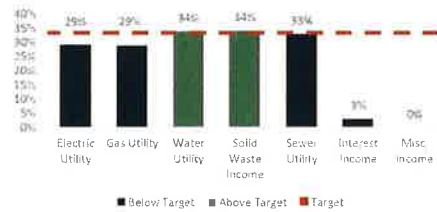
UTILITY FUND

Overview

(33.3% of Year complete)

Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	\$1,749,241	\$1,976,299	(\$227,058)	29.5%	✘
Expenditures / Other Uses	\$1,753,405	\$1,976,299	\$222,894	29.6%	✔
Current Year Surplus / (Deficit)	(\$4,164)	\$0	(\$4,164)	n/a	✘
Available Reserves	\$3,018,336	\$1,454,724	\$1,563,612	51.9%	✔

Chart 5: Revenue - % of Budget Collected



Financial Highlights

- Without an estimated \$139.3 thousand of depreciation expense (non-cash transaction) which was recorded, the fund would have generated a surplus of \$135.2 thousand for the fiscal year.
- Electric, sewer and solid waste services had a positive operating income. Only electric had a positive net income after subtracting the allocation of the transfer to the General Fund and CIP Fund. [See Exhibit 1 on next slide for more details]
- Billed 1st installment of infrastructure reimbursement for gas project.

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City of Williston, Florida

January 2020 Financial Report

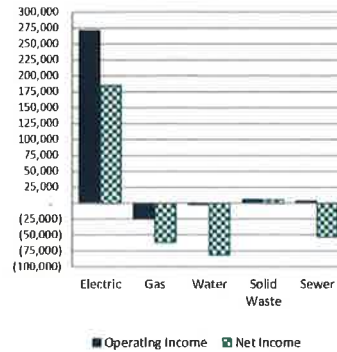
UTILITY FUND

Breakdown by Utility Service

Exhibit 1: Utility Fund - Operating and Net Income by Service Type

	Electric	Gas	Water	Solid Waste	Sewer	Total
Operating Revenue						
Service Charges	1,080.7	115.3	163.5	190.3	197.2	1,737.1
Other	7.3	0.8	1.1	1.3	1.3	11.7
Total	1,088.0	116.0	164.6	191.6	198.5	1,748.8
Operating Expenses						
Department Costs	757.7	120.0	118.0	180.4	130.4	1,306.5
Administrative Alloc	30.4	3.2	4.6	5.3	5.3	48.8
Depreciation	29.8	15.3	43.9	-	48.8	138.8
Total	817.8	139.5	166.5	185.8	184.5	1,494.1
Operating Income	270.2	(23.5)	(1.9)	5.8	4.0	254.7
Non-operating income / (expenses)						
Interest income	0.3	0.0	0.0	0.1	0.0	0.5
Transfer to GF / CIP	(86.9)	(37.4)	(78.2)	-	(56.8)	(259.3)
Total	(86.6)	(37.4)	(78.2)	0.1	(56.7)	(258.9)
Net Income	183.6	(60.9)	(80.1)	5.9	(52.7)	(4.2)

Chart 6: Utility Fund - Operating & Net Income by Service Type



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City of Williston, Florida

January 2020 Financial Report

CAPITAL PROJECTS

Current Projects	Status	Estimated Project Cost	Anticipated Revenue	City Match	Amount Spent to Date	Amount Remaining to Spend
General Fund						
Animal Shelter	In Progress	75,000	75,000	-	-	75,000
	Subtotal	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ 75,000
Airport Fund						
Refurbish of Existing GA Apron	In Progress	465,678	465,678	-	-	465,678
	Subtotal	\$ 465,678	\$ 465,678	\$ -	\$ -	\$ 465,678
Utility Fund						
Upgrade Sewer Plant	In Progress	426,400	426,400	-	47,048	379,352
Water main on SW 4th Ave	In Progress	10,000	-	10,000	-	10,000
Gas Project	In Progress	-	-	-	70,588	(70,588)
	Subtotal	\$ 436,400	\$ 426,400	\$ 10,000	\$ 117,636	\$ 318,764
CRA Fund						
Heritage Park Phase I Block 0	In Progress	26,197	-	26,197	-	26,197
Downtown Redevelopment Project	In Progress	362,535	-	362,535	96,010	266,524
	Subtotal	\$ 388,732	\$ -	\$ 388,732	\$ 96,010	\$ 292,721
	Total	\$ 1,365,810	\$ 967,078	\$ 398,732	\$ 213,647	\$ 1,152,163

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City of Williston, Florida

January 2020 Financial Report

CAPITAL SPENDING

Capital Purchase	Budgeted Amount	Amount Spent to Date	Amount Remaining	Funding Source
<u>Police/Fire</u>				
Computer Back-up System	11,200	4,746	6,454	Fund Balance (reserves)
Dodge Chargers (2)	71,400	-	71,400	Fund Balance (reserves) / USDA grant
Fire Vehicle	50,000	-	50,000	Fund Balance (reserves) / County
Animal Control Pick-up Truck	25,000	23,630	1,370	Fund Balance (reserves) / USDA grant
Subtotal	157,600	28,376	129,224	
<hr/>				
New Radio / Software for Meter Reading	20,000	-	20,000	Retained Earnings (reserves)
Tracked Skid Steer	80,000	83,052	(3,052)	Retained Earnings (reserves)
Subtotal	100,000	83,052	16,948	
<hr/>				
Total	\$ 257,600	\$ 111,428	\$ 146,172	

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City of Williston, Florida

January 2020 Financial Report

OUTSTANDING LOANS

Description	Original Amount	Amount Paid to Date	Amount Remaining	Funding Source
<u>Bank Loans</u>				
Purchase of Fire Truck	\$ 150,000	\$ 80,512	\$ 69,488	County Fire revenue
Construction of New City Hall	1,263,530	17,991	1,245,540	General / Utility Fund (50% / 50%)
Subtotal	1,413,530	98,503	1,315,028	
<hr/>				
<u>Interfund Loans</u>				
Purchase of Fire Engine	208,500	10,425	198,075	Due to Utility Fund from General Fund
Construction of New City Hall	753,657	-	753,657	Due to Utility Fund from General Fund
Airport - Water Well	102,637	31,163	71,474	Due to General Fund from Airport Fund
Subtotal	1,064,794	41,588	1,023,206	
<hr/>				
Total	\$ 2,478,324	\$ 140,090	\$ 2,338,234	

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City of Williston, Florida

January 2020 Financial Report

City of Williston



Financial Report

January 31, 2020

(unaudited)

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Gas Services	9
Water Services	10
Waste Collection	11
Sewer Services	12
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Balance Sheet - All Funds

January 31, 2020

Description	General Fund	Airport Fund	CRA Fund	Utility Fund	Total
ASSETS					
Petty Cash	\$ 500	\$ 100	\$ -	\$ -	600
Cash & Cash Equivalents	729,918	8,296	335,222	2,773,247	3,846,682
Investments	8,844	-	-	86,717	95,561
Accounts Receivable	4,340	75,071	1,225	725,153	805,790
Note Receivable	71,474	-	-	-	71,474
Due from Other Funds	-	-	28,426	198,075	226,501
Due from Other Governmental Units	114,753	20,836	-	22,192	157,781
Prepaid Expenses	24,215	15,468	-	18,036	57,719
Inventory	-	54,604	-	257,373	311,977
Net Pension Assets	-	-	-	248,202	248,202
Net Capital Assets	-	-	-	8,672,120	8,672,120
TOTAL ASSETS	954,044	174,374	364,874	13,001,117	14,494,409
DEFERRED OUTFLOW OF RESOURCES					
Pension Related - Deferred Outflow	-	-	-	474,252	474,252
TOTAL DEFERRED OUTFLOW OF RESOURCES	-	-	-	474,252	474,252
LIABILITIES					
Accounts Payable	\$ 17,620	\$ 2,831	\$ 1,975	\$ 6,652	29,078
Accrued Expenses	8,551	46,148	662	205,496	260,857
Sales Tax Payable	(60)	(488)	-	(2,632)	(3,181)
Payroll Liabilities	-	-	-	103,558	103,558
Other Liabilities	6,571	-	-	-	6,571
Due to other Funds	28,426	-	-	-	28,426
Due to Utility Fund (loan)	198,075	-	-	-	198,075
Due to Other Governmental Units	-	-	-	547	547
Deposits	-	-	-	293,128	293,128
City Hall Loan	-	-	-	1,245,540	1,245,540
Notes Payable	-	71,474	-	-	71,474
Deferred Revenue	-	9,721	-	-	9,721
Power Cost Adjustment - Electric	-	-	-	51,310	51,310
Accum Absences/ OPEB Obligation	-	-	-	128,990	128,990
TOTAL LIABILITIES	259,184	129,686	2,637	2,032,588	2,424,095
DEFERRED INFLOW OF RESOURCES					
Pension Related - Deferred Inflow	-	-	-	292,569	292,569
TOTAL DEFERRED INFLOW OF RESOURCES	-	-	-	292,569	292,569
FUND BALANCES					
Reserve for:					
Law Enforcement	1,595	-	-	-	1,595
Community Redevelopment	-	-	362,237	-	362,237
Unreserved, Reported in:					
General Fund	693,265	-	-	-	693,265
Special Revenue Airport	-	44,688	-	-	44,688
Utility Fund	-	-	-	11,150,211	11,150,211
TOTAL FUND BALANCES	694,860	44,688	362,237	11,150,211	12,251,996
TOTAL LIABILITIES & FUND BALANCES	954,044	174,374	364,874	13,001,117	14,494,409

General Fund (Operations) - Summary of Revenues and Expenditures

January 31, 2020

(33.33% Yr Complete)

Description	Amended Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Jan-19	Variance Fav (unfav)
REVENUES						
Locally Levied Taxes	\$ 1,208,708	\$ 589,341	\$ (619,366)	48.8%	\$ 478,583	110,759
Public Service Taxes	364,500	123,683	(240,817)	33.9%	129,507	(5,823)
Franchise Fees	97,230	32,814	(64,416)	33.7%	41,686	(8,872)
Intergovernmental Revenues	495,502	147,705	(347,797)	29.8%	147,147	559
Fines & Forfeitures	19,035	2,021	(17,014)	10.6%	2,466	(445)
License & Permits	103,150	34,922	(68,228)	33.9%	29,946	4,976
Miscellaneous	33,900	17,383	(16,517)	51.3%	20,129	(2,746)
Interest Income	12,000	245	(11,755)	2.0%	245	(0)
Grant	6,550	-	(6,550)	0.0%	(1,129)	1,129
Non-Operating	751,500	245,003	(506,497)	32.6%	231,277	13,726
Use of Fund Balance	100,000	-	(100,000)	0.0%	-	-
TOTAL REVENUES	3,192,075	1,193,118	(1,998,957)	37.4%	1,079,856	113,262
EXPENSES						
Total City Council	37,594	13,565	24,028	36.1%	9,707	(3,858)
Total Legal Services	41,000	12,191	28,809	29.7%	13,883	1,693
Total Administration	255,682	82,176	173,506	32.1%	68,037	(14,140)
Total Purchasing	5,300	316	4,984	6.0%	-	(316)
Total Planning & Zoning	89,500	27,822	61,678	31.1%	17,515	(10,307)
Total Building Permits	85,350	9,970	75,379	11.7%	7,369	(2,601)
Total Police Department	1,163,724	390,170	773,554	33.5%	369,209	(20,960)
Total Police Communications	247,103	79,128	167,975	32.0%	80,851	1,723
Total Health/Animal Control	51,159	17,241	33,918	33.7%	18,401	1,160
Total Fire Department	577,622	213,699	363,924	37.0%	167,828	(45,870)
Total Public Works	324,641	109,985	214,657	33.9%	102,993	(6,992)
Total Recreation / Athletics	7,736	26	7,710	0.3%	2,717	2,691
Total Library Department	6,970	1,880	5,090	27.0%	2,169	289
Total Special Events	13,300	204	13,096	1.5%	777	574
Total Non-Departmental	285,394	59,158	226,236	20.7%	31,072	(28,086)
TOTAL EXPENDITURES	3,192,075	1,017,530	2,174,545	31.9%	892,528	(125,001)
REVENUES OVER (UNDER) EXPENDITURES					\$	\$
	-	\$ 175,588	\$ 175,588	n/a	\$ 187,328	\$ (11,740)

General Fund (CIP) - Summary of Revenues and Expenses

January 31, 2020

(33.33% Yr Complete)

Description	Amended Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Jan-19	Variance Fav (unfav)
REVENUES						
Grant Revenue	\$ 50,000	\$ -	\$ (50,000)	0.0%	\$ -	-
County Contribution	10,000	10,000	-	100.0%	-	10,000
Transfer From General Fund	172,600	28,376	(144,224)	16.4%	-	28,376
TOTAL REVENUES	232,600	38,376	(194,224)	16.5%	-	38,376
EXPENDITURES						
Animal Shelter	75,000	475	74,525	0.6%	3,325	2,850
City Planning Projects	-	-	-	n/a	19,000	19,000
Vehicle Purchases	146,400	23,630	122,770	16.1%	-	(23,630)
Equipment Purchases	11,200	4,746	6,454	42.4%	-	(4,746)
Software Purchases	-	-	-	n/a	-	-
Park Improvements	-	-	-	n/a	7,750	7,750
Street Improvements	-	-	-	n/a	-	-
Stormwater Improvements	-	-	-	n/a	3,547	3,547
TOTAL EXPENDITURES	232,600	28,851	203,749	12.4%	33,622	4,771
REVENUES OVER (UNDER) EXPENDITURES	\$ -	\$ 9,525	\$ 9,525	n/a	\$ (33,622)	\$ 43,147

Airport Fund - Summary of Revenues and Expenditures

January 31, 2020

(33.33% Yr Complete)

Description	Amended Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Jan-19	Variance Fav (unfav)
REVENUES						
Operating Revenue	\$ 1,523,175	\$ 497,299	\$ (1,025,876)	32.6%	503,418	(6,119)
Interest Income	1,600	229	(1,371)	14.3%	319	(90)
Other Miscellaneous Income	16,360	2,790	(13,570)	17.1%	2,772	19
Use of Fund Balance	-	-	-	n/a	-	-
TOTAL REVENUES	1,541,135	500,319	(1,040,816)	32.5%	506,509	(6,190)
EXPENSES						
Personal Services	256,191	74,255	181,936	29.0%	86,858	12,603
Operating Expenditures	1,274,944	397,946	876,998	31.2%	410,787	12,841
Non-Operating Expenditures	10,000	-	10,000	0.0%	-	-
TOTAL EXPENSES	1,541,135	472,201	1,068,934	30.6%	497,645	25,444
OPERATING REVENUES OVER (UNDER) EXPENSES	-	28,118	28,118	n/a	8,864	19,254
NON-OPERATING REVENUE (EXPENSES)						
Capital Improvements - (Grants)	(465,678)	-	465,678	0.0%	(108,335)	108,335
JPA Revenue (Grants)	465,678	-	(465,678)	0.0%	108,335	(108,335)
Capital Outlay - Equipment	-	-	-	n/a	-	-
TOTAL NON-OPERATING REVENUES (EXPENSES)	-	-	-	n/a	-	-
TOTAL REVENUES OVER (UNDER) EXPENSES	-	28,118	28,118	n/a	\$ 8,864	\$ 19,254

CRA Fund - Summary of Revenues and Expenditures

January 31, 2020

(33.33% Yr Complete)

Description	Amended Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Jan-19	Variance Fav (unfav)
REVENUES						
Tax Incremental Revenue - City	\$ 93,907	\$ 30,356	\$ (63,551)	32.3%	\$ 30,356	(0)
Tax Incremental Revenue - County	135,225	135,226	1	100.0%	131,137	4,088
Interest Income	200	43	(157)	21.5%	76	(33)
Special Events	-	450	450	n/a	-	450
Other Financing Sources	307,110	-	(307,110)	0.0%	-	-
TOTAL REVENUES	536,442	166,075	(370,368)	31.0%	161,569	4,506
EXPENDITURES						
Personal Services	61,345	21,585	39,760	35.2%	17,515	(4,070)
Operating Expenditures	74,661	10,865	63,796	14.6%	14,090	3,226
Capital Outlay	390,436	96,010	294,426	24.6%	10,677	(85,333)
Non-Operating Expenditures	10,000	-	10,000	0.0%	-	-
TOTAL EXPENDITURES	536,442	128,461	407,982	23.9%	42,282	(86,178)
REVENUES OVER (UNDER) EXPENDITURES	\$ -	\$ 37,614	\$ 37,614	n/a	\$ 119,287	\$ (81,673)

Utility Fund (All Services) - Summary of Revenues and Expenses

January 31, 2020

(33.33% Yr Complete)

Description	Amended Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Jan-19	Variance Fav (unfav)
REVENUES						
Electric Utility	\$ 3,698,849	\$ 1,080,743	\$ (2,618,106)	29.2%	\$ 1,154,768	\$ (74,024)
Gas Utility	397,750	115,270	(282,480)	29.0%	184,504	(69,234)
Water Utility	482,426	163,510	(318,916)	33.9%	154,509	9,002
Solid Waste Income	558,179	190,323	(367,856)	34.1%	186,395	3,928
Sewer Utility	568,066	187,205	(380,861)	33.0%	179,748	7,457
Interest Income	15,000	459	(14,541)	3.1%	796	(337)
Other Miscellaneous Income	98,627	11,730	(86,896)	11.9%	10,689	1,041
Use of Retained Earnings	110,000	-	(110,000)	0.0%	-	-
TOTAL REVENUES	5,928,897	1,749,241	(4,179,656)	29.5%	1,871,409	(122,168)
EXPENSES						
Total Administration Department	200,653	48,796	151,857	24.3%	31,078	(17,718)
Total Electric Department	3,172,603	874,371	2,298,232	27.6%	1,001,420	127,049
Total Gas Department	600,133	173,697	426,436	28.9%	200,939	27,242
Total Water Department	661,277	240,131	421,146	36.3%	214,297	(25,835)
Total Solid Waste Department	546,639	180,419	366,221	33.0%	194,773	14,354
Total Sewer Collection / Treatment	747,591	235,991	511,600	31.6%	239,499	3,507
TOTAL EXPENSES	5,928,897	1,753,405	4,175,492	29.6%	1,882,005	128,600
REVENUES OVER (UNDER) EXPENSES	\$ -	\$ (4,164)	\$ (4,164)	n/a	\$ (10,596)	\$ 6,432

Utility Fund (Admin) - Summary of Revenues and Expenses

January 31, 2020

(33.33% Yr Complete)

Description	Amended Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Jan-19	Variance Fav (unfav)
REVENUES						
Other Miscellaneous Income	\$ 98,627	\$ 11,730	\$ (86,896)	11.9%	\$ 10,689	\$ 1,041
Interest Income	15,000	459	(14,541)	3.1%	796	(337)
Use of Retained Earnings	110,000	-	(110,000)	0.0%	-	-
TOTAL REVENUES	223,627	12,190	(211,437)	5.5%	11,485	704
EXPENSES						
Operating Expenditures	200,653	48,796	151,857	24.3%	31,078	(17,718)
TOTAL EXPENSES	200,653	48,796	151,857	24.3%	31,078	(17,718)
REVENUES OVER (UNDER) EXPENSES	22,973	\$ (36,607)	\$ (59,580)	-159%	\$ (19,593)	\$ (17,014)

Utility Fund (Electric Services) - Summary of Revenues and Expenses

January 31, 2020

(33.33% Yr Complete)

Description	Amended Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Jan-19	Variance Fav (unfav)
REVENUES						
Electric Utility	\$ 1,385,418	\$ 439,178	\$ (946,240)	31.7%	\$ 378,845	\$ 60,334
Electric Utility - Power Cost Adj	2,306,931	635,291	(1,671,640)	27.5%	775,633	(140,342)
New Electric Service	4,000	480	(3,520)	12.0%	120	360
Electric Overhead / Underground	2,500	5,794	3,294	231.8%	170	5,624
Use of Retained Earnings	-	-	-	n/a	-	-
TOTAL REVENUES	3,698,849	1,080,743	(2,618,106)	29.2%	1,154,768	(74,024)
EXPENSES						
Personal Services	426,573	83,692	342,882	19.6%	88,572	4,880
Operating Expenditures	2,477,911	703,794	1,774,117	28.4%	839,979	136,185
Non-Operating Expenditures	268,119	86,886	181,233	32.4%	72,870	(14,016)
TOTAL EXPENSES	3,172,603	874,371	2,298,232	27.6%	1,001,420	127,049
REVENUES OVER (UNDER) EXPENSES	526,246	\$ 206,373	\$ (319,874)	39%	\$ 153,348	\$ 53,025

Utility Fund (Gas Services) - Summary of Revenues and Expenses

January 31, 2020

(33.33% Yr Complete)

Description	Amended Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Jan-19	Variance Fav (unfav)
REVENUES						
Gas Utility	\$ 365,000	\$ 114,505	\$ (250,495)	31.4%	\$ 215,319	\$ (100,814)
Gas Meter Connection/Reconnection	1,000	465	(535)	46.5%	435	30
New Gas Service	500	300	(200)	60.0%	-	300
Infrastructure Reimbursement	31,250	-	(31,250)	0.0%	(31,250)	31,250
Use of Retained Earnings	-	-	-	n/a	-	-
TOTAL REVENUES	397,750	115,270	(282,480)	29.0%	184,504	(69,234)
EXPENSES						
Personal Services	217,902	56,192	161,710	25.8%	57,008	816
Operating Expenditures	270,446	80,107	190,339	29.6%	117,919	37,812
Non-Operating Expenditures	111,785	37,398	74,387	33.5%	26,012	(11,386)
TOTAL EXPENSES	600,133	173,697	426,436	28.9%	200,939	27,242
REVENUES OVER (UNDER) EXPENSES	\$ (202,383)	\$ (58,427)	\$ 143,956	29%	\$ (16,435)	\$ (41,992)

Utility Fund (Water Services) - Summary of Revenues and Expenses

January 31, 2020

(33.33% Yr Complete)

Description	Amended Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Jan-19	Variance Fav (unfav)
REVENUES						
Water Utility	\$ 472,426	\$ 159,220	\$ (313,206)	33.7%	\$ 150,359	\$ 8,862
Water Meter Connection/Reconn	5,000	1,740	(3,260)	34.8%	1,600	140
New Water Service	5,000	2,550	(2,450)	51.0%	2,550	-
TOTAL REVENUES	482,426	163,510	(318,916)	33.9%	154,509	9,002
EXPENSES						
Personal Services	204,304	61,552	142,751	30.1%	53,569	(7,984)
Operating Expenditures	187,243	100,336	86,907	53.6%	89,079	(11,257)
Debt Service	-	-	-	n/a	1,293	1,293
Non-Operating Expenditures	269,730	78,243	191,487	29.0%	70,355	(7,888)
TOTAL EXPENSES	661,277	240,131	421,146	36.3%	214,297	(25,835)
REVENUES OVER (UNDER) EXPENSES	\$ (178,851)	\$ (76,621)	\$ 102,230	43%	\$ (59,788)	\$ (16,833)

Utility Fund (Waste Collection) - Summary of Revenues and Expenses

January 31, 2020

(33.33% Yr Complete)

Description	Amended Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Jan-19	Variance Fav (unfav)
REVENUES						
Solid Waste Income	\$ 558,179	\$ 190,323	\$ (367,856)	34.1%	\$ 186,395	\$ 3,928
TOTAL REVENUES	558,179	190,323	(367,856)	34.1%	186,395	3,928
EXPENSES						
Personal Services	16,981	5,353	11,627	31.5%	6,193	840
Operating Expenditures	529,659	175,065	354,593	33.1%	178,880	3,815
Non-Operating Expenditures	-	-	-	n/a	9,700	9,700
TOTAL EXPENSES	546,639	180,419	366,221	64.6%	194,773	14,354
REVENUES OVER (UNDER) EXPENSES	\$ 11,539	\$ 9,904	\$ (1,635)	86%	\$ (8,378)	\$ 18,282

Utility Fund (Sewer Services) - Summary of Revenues and Expenses

January 31, 2020

(33.33% Yr Complete)

Description	Amended Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Jan-19	Variance Fav (unfav)
REVENUES						
Sewer Utility	\$ 563,066	\$ 183,605	\$ (379,461)	32.6%	\$ 176,748	\$ 6,857
Sewer Connection	5,000	3,600	(1,400)	72.0%	3,000	600
Use of Retained Earnings	-	-	-	n/a	-	-
Grant Revenue	-	-	-	n/a	-	-
TOTAL REVENUES	568,066	187,205	(380,861)	33.0%	179,748	7,457
EXPENSES						
Sewer Collection						
Personal Services	157,104	39,078	118,026	24.9%	41,300	2,222
Operating Expenditures	70,620	53,882	16,738	76.3%	47,556	(6,327)
Total Sewer Collection	227,724	92,961	134,764	40.8%	88,855	(4,105)
Sewer Treatment						
Personal Services	159,527	40,090	119,436	25.1%	41,517	1,427
Operating Expenditures	164,974	46,152	118,822	28.0%	58,063	11,911
Total Sewer Treatment	324,501	86,242	238,259	26.6%	99,580	13,338
Non-Departmental						
Transfer To General Fund	170,366	56,789	113,578	33.3%	51,063	(5,725)
Transfer to Capital Improvement Fund	25,000	-	25,000	0.0%	-	-
Total Sewer Collection	195,366	56,789	138,578	29.1%	51,063	(5,725)
TOTAL EXPENSES	747,591	235,991	511,600	31.6%	239,499	3,507
REVENUES OVER (UNDER) EXPENSES	\$ (179,525)	\$ (48,786)	\$ 130,739	27.2%	\$ (59,751)	\$ 10,965

Utility Fund (CIP) - Summary of Revenues and Expenses

January 31, 2020

(33.33% Yr Complete)

Description	Amended Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Jan-19	Variance Fav (unfav)
REVENUES						
Grant Revenue - CDGB	\$ 426,400	\$ 42,048	\$ (384,352)	9.9%	\$ -	42,048
Infrastructure Repayment	-	12,500	\$ 12,500	n/a	-	12,500
Transfer From Utility Fund	110,000	14,315	(95,685)	13.0%	-	14,315
State/Federal Loans	-	-	-	n/a	-	-
Loan Proceeds	-	-	-	n/a	-	-
Utility Settlement	-	-	-	n/a	-	-
Sales of Fixed Assets	-	-	-	n/a	-	-
TOTAL REVENUES	536,400	68,863	(467,537)	12.8%	-	68,863
EXPENDITURES						
City Hall Improvements	-	(14)	14	n/a	532,324	532,338
Software Purchases	20,000	-	20,000	0.0%	-	-
Heavy Equipment Purchases	80,000	88,898	(8,898)	111.1%	119,264	30,366
Water Improvements	10,000	-	10,000	0.0%	-	-
Sewer Improvements	426,400	42,048	384,352	9.9%	4,624	(37,425)
Gas Improvements	-	63,600	(63,600)	n/a	-	(63,600)
TOTAL EXPENDITURES	536,400	194,532	341,868	36.3%	656,212	461,680
REVENUES OVER (UNDER) EXPENDITURES	\$ -	\$ (125,669)	\$ (125,669)	n/a	\$ (656,212)	\$ 530,543

Date: April 7, 2020

COUNCIL AGENDA ITEM

TOPIC: PUBLIC TRANSPORTATION AGREEMENT BETWEEN FDOT AND THE CITY OF WILLISTON TO DESIGN A REHABILITATION PROJECT FOR THE GENERAL AVIATION TERMINAL APRON AT THE WILLISTON MUNICIPAL AIRPORT

REQUESTED BY: SCOTT LIPPMANN

PREPARED BY: SCOTT LIPPMANN

BACKGROUND / DESCRIPTION: The general aviation terminal apron (the parking and tie down area behind the bulk hanger) has been used extensively for many years. It is in need of a full rehabilitation due to wear and tear. This agreement will fully fund the design of the project at no cost to the City.

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

APPROVED

DISAPPROVED

RESOLUTION 2020 - 14

A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, APPROVING A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY, TO DESIGN A GENERAL AVIATION TERMINAL APRON REHABILITATION PROJECT, AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Williston Municipal Airport is a valuable asset to the City and its residents; and **WHEREAS**, the general aviation terminal apron needs rehabilitation due to wear and tear; and **WHEREAS**, FL DOT has agreed to fund the design phase of the project at no cost to the City or the airport.

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 the Public Transportation Agreement between the City of Williston and FL DOT for the design of a rehabilitation project for the general aviation terminal apron at the Williston Municipal Airport and authorizes the City Council President to sign the agreement.

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

PASSED AND ADOPTED April 7, 2020.

CITY OF WILLISTON, FLORIDA

Nancy Wininger, President
Williston City Council

ATTEST: Latricia Wright
City Clerk

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) 431258-1-94-20	Fund(s): Work Activity Code/Function: 215	DDR,DPTO	FLAIR Category: 088719
	Federal Number/Federal Award		Object Code: 751000
	Identification Number (FAIN) – Transit only: N/A		Org. Code: 55022020228
Contract Number:	Federal Award Date: N/A		Vendor Number: VF596000451013
CFDA Number: N/A	Agency DUNS Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Williston, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in the Design of the Williston Airport GA Terminal Apron Rehabilitation to include the Taxiway connector, Lighting & signage. The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656., as further described in **Exhibit "A"**, **Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation**
- Seaports**
- Transit**
- Intermodal**
- Rail Crossing Closure**
- Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

- *Exhibit G: Audit Requirements for Awards of State Financial Assistance
 *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
 *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through September 30, 2023. 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 the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

9. Project Cost:

- a. The estimated total cost of the Project is \$130,523. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$130,523 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
 Travel expenses are NOT eligible for reimbursement under this Agreement.
 Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), 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 thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.
- If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an 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 the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these 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 Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** 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 agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department'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, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any 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.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 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."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

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

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** 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 and 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. 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.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 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", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** 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, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. 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 DBEs 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 DBEs 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.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. 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.

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

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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 “H”, Audit Requirements for Awards of Federal Financial Assistance**, 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

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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 C.F.R. 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

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, 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

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, 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

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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.
- c. 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.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** 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. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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. **Non-Responsible Contractors.** 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.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, 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 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. 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 contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract 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 subcontractor during the contract term.
- h. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and

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persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement.”

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad

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shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** 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.
- c. **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.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **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.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so 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.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an

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updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

- i. **Inspector General Cooperation.** The Agency agrees 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.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Williston

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: James M. Knight, P.E.

Title: _____

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design of the Williston Airport GA Terminal Apron rehabilitation to include the Taxiway Connector, Lighting & Signage.

B. Project Location (limits, city, county, map): Williston Municipal Airport/Williston, FL/Levy

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Design of the Apron Rehabilitation and Taxiway Connector: 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, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or reconstruction (such as concrete, asphalt, rejuvenators, or sealants), joint construction, aircraft tie downs, pavement markings (removal and new), airfield lighting system, signage improvements (includes conduits, lights, conductors, cans, lightning protection, and vault upgrades), drainage, utilities, stormwater structures, fencing and gates, and sodding, including all materials, equipment, labor, and incidentals required to rehabilitate or reconstruct the apron pavement. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Design of the Williston Airport GA Terminal Apron rehabilitation to include the Taxiway Connector, Lighting & Signage.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.



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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
431258-1-94-20	DDR	088719	2020	751000	55.004	Aviation Grant Program	\$34,386
431258-1-94-20	DPTO	088719	2020	751000	55.004	Aviation Grant Program	\$96,137
Total Financial Assistance							\$130,523

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$130,523	\$0	\$0	\$130,523	100.00	0.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$130,523	\$0	\$0	\$130,523			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Donna Whitney

 Department Grant Manager Name

 Signature

 Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Donna Whitney (email: donna.whitney@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b.** Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c.** The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d.** The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ___.
- e.** The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f.** The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g.** The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h.** It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

- 3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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**EXHIBIT D
AGENCY RESOLUTION**

PLEASE SEE ATTACHED

EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the 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", Schedule of Financial Assistance**, 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 of 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 this Agreement.
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 and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, 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 and assurances of an Agreement 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 applicable local governments, 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., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - 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

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- b. Florida Administrative Code (FAC)**
- Chapter 73C-41, FAC, Community Planning; 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, FAC, Open Burning, Prohibitions
 - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety
- c. Local Government Requirements**
- Airport Zoning Ordinance
 - Local Comprehensive Plan
- d. Department Requirements**
- Eight Steps of 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**
- 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, FAC, 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/or 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 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 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.
- c. The Department has the right to audit and inspect all financial records of the Agency 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 shall 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, the Agency shall 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 shall 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.

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- a. For airport hazards located on airport controlled property, the Agency shall 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 shall 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., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an 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 consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, 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 the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most 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.

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- 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, will 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 Airport 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. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport 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 it 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 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 Agency 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.

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- 2) The Agency 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 all projects involving airport location, major runway extension, or runway location 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. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.
- 16. Project Implementation.**
 - a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this 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

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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 project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials 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).

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- f. The Agency understands and agrees that Department approval of this 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.

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/or 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 related to the purchase of real property.
 - 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, F.S., the Agency shall comply with the following requirements:
 - 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, F.S.
 - 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, F.S.
 - 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 shall, 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.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a 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 Sections D.22.f.1. or D.22.f.2. of this Exhibit, 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.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

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 Engineer 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 B.2. of this Exhibit, Construction Certification, 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, as applicable, 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 the 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.

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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 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 local 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 such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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:** \$130,523

*The award amount may change with amendments

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>