

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

DATE: TUESDAY, OCTOBER 19, 2021  
TIME: 6:00 P.M.  
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Jerry Robinson  
Council President Debra Jones  
Vice-President Marguerite Robinson  
Councilmember Michael Cox  
Councilmember Darfeness Hinds  
Councilmember Elihu Ross

OTHERS:

City Manager Jackie Gorman  
City Attorney Scott Walker  
City Clerk Latricia Wright  
Finance Director Stephen Bloom

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

ITEM – 2 – PUBLIC PARTICIPATION

ITEM – 3 – CONSENT AGENDA ( pp 4-6)

- Council minutes from October 5, 2021

ITEM – 4 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER JACKIE GORMAN
- COUNCIL
- BOARD OF ADJUSTMENTS/(CODE ENFORCEMENT (NO UPDATES AT THIS TIME)
- CRA
- PLANNING AND ZONING

B. DISCUSSION WITH POSSIBLE ACTION: 4<sup>TH</sup> OF JULY VENDOR AGREEMENT. – COUNCIL PRESIDENT DEBRA JONES. ( pp 7-9)

C. DISCUSSION WITH POSSIBLE ACTION: CHRISTMAS TREE VENDOR IN BLOCK ZERO. – COUNCIL PRESIDENT DEBRA JONES.

CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

ITEM – 5 – NEW BUSINESS –

- A. REVIEW OF AUGUST 2021 FINANCIAL REPORT – FINANCE DIRECTOR STEPHEN BLOOM.(pp 10-29)
- B. DISCUSSION WITH POSSIBLE ACTION: AMENDMENT TO AND EXTENSION OF INTERLOCAL AGREEMENT – CROSSING GUARD. – CITY MANAGER JACKIE GORMAN. (pp 30-31)
- C. RESOLUTION 2021-67: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, AUTHORIZING EXECUTION OF THE U.S. DEPARTMENT OF TRANSPORTATION (US DOT) PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION (PHMSA) TECHNICAL ASSISTANCE GRANT (TAG) FOR GAS DETECTION; AND PROVIDING AN EFFECTIVE DATE. – CITY PLANNER LAURA JONES. (pp 32-60)
- D. RESOLUTION 2021-69: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE ASSIGNMENT OF LEASE AND ACCEPTANCE OF ASSIGNMENT BETWEEN ALTAIR AIRCRAFT LLC, MAURICE MYLEMANS AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT AND IDENTIFIED AS HARDSTAND 7; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE EXTENSION; AND PROVIDING AN EFFECTIVE DATE. – AIRPORT MANAGER BENTON STEGALL.(pp 61-79)
- E. RESOLUTION 2021-70: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE A PURCHASE ORDER FOR THE WILLISTON MUNICIPAL AIRPORT FOR TWO METAL BUILDINGS FOR EQUIPMENT STORAGE. – AIRPORT MANAGER BENTON STEGALL. (pp 80-87)
- F. DISCUSSION WITH POSSIBLE ACTION: WILLISTON MEMORIAL HOSPITAL. – MAYOR JERRY ROBINSON.

ITEM – 6 – ANNOUNCEMENTS

ITEM – 7 – ADJOURNMENT

**NEXT SCHEDULED COUNCIL MEETING NOVEMBER 2, 2021 AT 6:00 P.M.**

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

<https://www.gotomeet.me/CityOfWillistonFL>

You can also dial in using your phone.  
(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (646) 749-3122  
- One-touch: <tel:+16467493122,645230685#>

CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

Access Code: 645-230-685

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

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

Council Meeting Procedures for members of the Public

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

Minutes of the City Council meeting may be obtained from the City Clerk's office. The minutes are recorded, but not transcribed verbatim. Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recordings, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be borne by the requesting party.

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

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

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

DATE: TUESDAY, OCTOBER 5, 2021  
TIME: 6:00 P.M.  
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Jerry Robinson  
Council President Debra Jones  
Vice-President Marguerite Robinson  
Councilmember Michael Cox  
Councilmember Darfeness Hinds  
Councilmember Elihu Ross

OTHERS:

City Manager Jackie Gorman  
City Attorney Scott Walker (absent)  
City Clerk Latricia Wright  
Attorney Kiersten Ballou

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Opening prayer and Pledge of Allegiance to the Flag led by Mayor Robinson.

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

Vice-President Robinson moved to approve agenda as written. Councilmember Cox seconded. Motion carried 5-0 by saying “Aye”.

ITEM – 2 – PUBLIC PARTICIPATION

None

ITEM – 3 – CONSENT AGENDA – Vice –President Robinson moved to approve Consent Agenda. Councilmember Hinds seconded. Motion carried 5-0 by saying “Aye”.

- Council minutes from September 21, 2021
- Resolution 2021-49; A Resolution of the City Council of Williston, Florida, to approve the purchase order for a new ground power unit for Williston Municipal Airport.
- Agreement with Purvis, Gray & Company, LLC.

ITEM – 4 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- **CITY MANAGER JACKIE GORMAN** –City Manager Gorman introduced new HR Director Deanna Nelson to Council. City Manager Gorman thanked all the staff for their time and effort they put in while she was out. Mrs. Gorman said IT Manager Aaron Mills did a wonderful job marketing C.O.W. Link to the public and the Utility Department did a great job marketing Gas Utilities at the Peanut Festival. Airport Manager Benton Stegall told everyone he has a lot of events that will be held at the Airport this month. One of the events is the Young Eagles Rally for kids 8-17 that will be held on October 23, 2021 at 2:00 p.m. Another event is the Pig Roast which

CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

will be held on October 30<sup>th</sup> starting at noon. Utility Director Jonathen Bishop told Council Utility Department will be holding their first Job Fair on October 8<sup>th</sup> from 8:30 till 2:30 in the R. Gerald Hethcoat Community Room.

- COUNCIL – Mayor Robinson advised the Council that he heard nothing but good things from the people he met at the Peanut Festival about the City. One lady from Atlanta, GA, said she’s been around for a few days and has admired how clean the City is. Mayor Robinson asked about the fines for Paseo property located on top of the hill. City Planner Jones said he’s accruing fines at \$100 per day until he comes into compliance. Council asked how long before the City could Foreclose on the property. City Planner Jones said it has to go before the Code Enforcement Board first. Mayor inquired about the hospital. City Planner Jones said they are in legation with the Feds, but will be sending them out a letter tomorrow regarding the violations on the property. Council President Jones wanted to know if anything has been done about the house on SE 4<sup>th</sup> Street with the pallets in the front yard and the grass in front of the Old School Plaza. Vice-President Robinson also mentioned the retention pond in front of Popeye’s. City Planner Jones said the owners have been working on getting the retention pond and excessive vegetation cleaned up. Councilmember Cox said he was concerned about the road being blocked at SW 3<sup>rd</sup> and 5<sup>th</sup> street down from the Elementary School. Parents park at the stop sign or drive through the stadium property. Chief Strow said he has made some suggestions to the School Board about the back flow of car riders at the Elementary school and has yet to hear back from them.

ITEM – 5 – NEW BUSINESS –

- A. RESOLUTION 2021-59: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA APPROVING A PROPOSED PLAT FOR LOTS 1 & 2 (PARCEL #0478700300). – City Planner Jones discussed Pinky Plat located on NW 7<sup>th</sup> street and stated it complies with the Land Development Code and was approved at the last Planning and Zoning meeting. With little discussion Councilmember Ross moved to approve Resolution 2021-59. Councilmember Hinds seconded. Motion carried 5-0 by saying “Aye”.
- B. DISCUSSION WITH POSSIBLE ACTION: CHRISTMAS TREE SALE ON BLOCK ZERO. – Council President Jones discussed with Council, selling Christmas trees in Block Zero. President Jones stated the gentleman selling the Christmas trees is non-profit and would donate a percentage of the funds to the Williston Chamber of Commerce. Utility Director Jonathen Bishop asked would they need electric and water. Council President Jones replied yes. After some discussion, Council President asked to table this item and bring back more information at next meeting.
- C. DISCUSSION WITH POSSIBLE ACTION: 4<sup>TH</sup> OF JULY FIREWORKS VENDOR-COUNCIL PRESIDENT DEBRA JONES.

CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

Council President Jones discussed the contract with Premier Events for the 4<sup>th</sup> of July. President Jones noticed that the event date was incorrect and would like to change the rain day. After some discussion, President tabled this item and will discuss at next meeting.

ITEM – 6 – PUBLIC PARTICIPATION- Business Owner Marvin Johnson, thanked City Planner Jones for all of the help with Cornelius Williams Park. Reporter Terry Whitt asked was there any news about the noise level at Williston Peanut, President Jones replied, no.

ITEM – 7 – ANNOUNCEMENTS – Attorney Kiersten Ballou reminded everyone about the Ethic's Training in November.

ITEM – 8 – ADJOURNMENT – With no further business, Vice-President Robinson moved to adjourn at 6:48 p.m. Councilmember Cox seconded. Motion carried 5-0 by saying "Aye".

**Date: October 19, 2021**

**COUNCIL AGENDA ITEM**

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**TOPIC: PREMIER EVENTS FIREWORKS/ENTERTAINMENT PROPOSAL**

**REQUESTED BY: COUNCIL PRESIDENT JONES  
PREPARED BY: LATRICIA WRIGHT**

**BACKGROUND / DESCRIPTION: FIREWORKS PROPOSAL/ENTERTAINMENT PACKAGE FOR THE CITY OF WILLISTON 4<sup>TH</sup> OF JULY CELEBRATION AT AN INVESTMENT OF \$10,000.**

**LEGAL REVIEW:**

**FISCAL IMPACTS:**

**RECOMMENDED ACTION:**

**ATTACHMENTS:**

**COMMISSION ACTION:**

**APPROVED**

**DISAPPROVED**



## FIREWORKS / ENTERTAINMENT PROPOSAL

Premier Events NCF, hereinafter called the Event Coordinator and City of Williston, Florida, hereinafter called the Client, by this document agree to the following:

The Event Coordinator will provide the following services for the Client at *4<sup>th</sup> of July Celebration* (July 2, 2022):

- 12 to 15minute Fireworks Display
  - Fireworks permit
  - Insurance up to 1 million
  - Clean up of bulk mess
- Live entertainment – Band 7:00pm – 9:00pm
  - lighting for live entertainment
  - sound for live entertainment
    - sound can be used for any announcements that City needs to make
- Marketing the event across all of our social media platforms

The Client agrees to provide the following:

- Secure/ Isolated area to launch fireworks from
- Event permitting
- Work with appropriate city agencies; including, but not limited to, Police, Parks & Recs Department, EMS, etc.

The Client has agreed with the Event Coordinator on the above Firework Display/Entertainment Package for the City of Williston *4<sup>th</sup> of July Celebration* at an investment of \$10,000.00.

**\* 50% Deposit due upon the signing of this agreement and balance due April 4, 2022**

This contract constitutes an event agreement between both parties. No oral modifications, or addendums shall be made, or appended to this contract. All modifications shall be made in writing and signed by both parties.

If signed by a Representative, the Representative warrants that he/she is duly authorized to enter into this contract and the Representative and Contractor are jointly and severally liable for any breach of this agreement.

Any Cancellation by Client, prior to event, will result in the full payment being used to reimburse expenses incurred by the Event Coordinator.

14030 SE 26<sup>TH</sup> STREET  
MORRISTON , FLORIDA 32668



# premier EVENTS

Rain date policy – Postponement time is 7:00pm day of event.

If the delivery and/or exhibition of the fireworks are postponed by reason of inclement weather, it shall be re-scheduled to the Inclement Weather Date set forth by the Client, up to 6 months after the original event date, that does not include any major holidays, ie. New Years.

While the event may be rescheduled due to rain, weather conditions, or Acts of God, any rescheduling must be arranged and agreed to by Premier Events NCF.

This contract is subject to the laws of the State of Florida.

**Print Name:** \_\_\_\_\_  
**(City of Williston, Florida)**

**Print Name:** \_\_\_\_\_  
**(Premier Events NCF)**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Date: October 19, 2021

**COUNCIL AGENDA ITEM**

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**AGENDA ITEM:** REVIEW OF AUGUST 2021 FINANCIAL REPORT (unaudited)

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

**BACKGROUND / DESCRIPTION:** This agenda item includes the August 2021 unaudited financial report. Also included prior to the financial report are PowerPoint slides. The slides are designed to provide a high-level overview of the City's current financial position.

The financial report contains the following schedules for your review:

- Balance Sheet for all Funds (*Page 1*)
- Summary of Year-to-Date Fund Statements (*Pages 2 – 14*)

**LEGAL: REVIEW:** N/A

**FISCAL IMPACTS:** N/A

**RECOMMENDED ACTION:** Acceptance of March 2021 unaudited Financial Report

**ATTACHMENTS:**  CONTRACT       RESOLUTION       OTHER

**COUNCIL ACTION:**  APPROVED       DISAPPROVED



# CITY OF WILLISTON, FL

## FINANCIAL REPORT FY2021 – AUGUST 31, 2021

Meeting Date: October 19, 2021

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## GENERAL FUND

### Overview

(92% of Year complete)

Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	\$3,192,760	\$2,911,027	\$281,733	100.9%	✓
Expenditures / Other Uses	\$2,849,351	\$2,911,027	\$61,676	90.1%	✓
Current Year Surplus / (Deficit)	\$343,409	\$0	\$343,409	n/a	✓
Available Reserves	\$830,309	\$762,924	\$67,385	27.2%	✓

Chart 1: Revenues - % of Budget Collected



### Financial Highlights

- > Property Taxes – 99.1% Collected.
- > Transferred \$34 thousand to Capital Project fund (CIP).
- > Notes on Department Spending
  - City Council – Increase in Council Pay, Legal RFP Ad.
  - Legal – Ligation & Additional Services.
  - Fire – Offset by additional billing to County.
  - Public Works – Severance Pay.
  - Special Events - Fireworks

Chart 2: Expenditures - % of Budget Spent



2

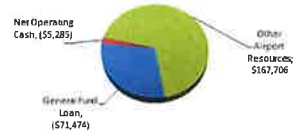
## AIRPORT FUND (OPERATIONS)

### Overview

(92% of Year complete)

Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	\$1,377,912	\$1,245,135	\$132,776	101.8%	✓
Expenditures / Other Uses	\$1,305,875	\$1,245,135	(\$60,740)	96.5%	✗
Current Year Surplus / (Deficit)	\$72,037	\$0	\$72,037	n/a	✓
Available Reserves	\$90,947	\$338,352	(\$247,405)	6.7%	✗

Chart 3: Airport Fund - Fund Balance



### Financial Highlights

- Year over year fuel sales increased by 24% - \$199 thousand.
- Current A/R collection allowance - \$63.2 thousand.
- Airport project spending - \$141.5 thousand.

Chart 4: Revenues - % of Budget Collected



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City of Williston, Florida

FY2021 - August 31, 2021

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## CRA FUND

### Overview

(92% of Year complete)

Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	\$259,239	\$228,013	\$31,227	104.6%	✓
Expenditures / Other Uses	\$140,320	\$471,268	\$330,948	27.4%	✓
Current Year Surplus / (Deficit)	\$118,919	\$0	\$118,919	n/a	✓
Available Reserves	\$471,032	\$128,062	\$342,970	92.0%	✓

### Financial Highlights

- County distribution of tax revenue received in December - \$155.7K.

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City of Williston, Florida

FY2021 - August 31, 2021

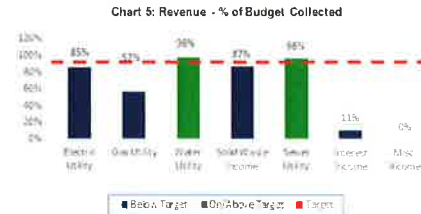
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## UTILITY FUND

### Overview

(92% of Year complete)

Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	\$4,916,729	\$5,506,106	(\$589,377)	82.2%	✘
Expenditures / Other Uses	\$4,673,662	\$5,506,106	\$832,444	78.1%	✔
Current Year Surplus / (Deficit)	\$243,067	\$0	\$243,067	n/a	✔
Available Reserves	\$4,075,939	\$1,239,628	\$2,836,311	82.2%	✔



### Financial Highlights

- Utility fund generated a surplus of \$243.1 thousand so far for the fiscal year. The surplus is used for capital purchases, repairs & maintenance.
- Electric, water and sewer 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 2nd installment of infrastructure reimbursement for gas project.

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City of Williston, Florida

FY2021 - August 31, 2021

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## UTILITY FUND

### Breakdown by Utility Service

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

	Electric	Gas	Water	Solid Waste	Sewer	Total
<b>Operating Revenue</b>						
Service Charges	2,892.4	339.4	530.0	493.5	567.8	4,823.1
Other	55.8	6.6	10.2	9.5	11.0	93.1
<b>Total</b>	<b>2,948.2</b>	<b>346.0</b>	<b>540.2</b>	<b>503.1</b>	<b>578.7</b>	<b>4,916.2</b>
<b>Operating Expenses</b>						
Department Costs	2,016.4	417.5	319.1	485.0	438.5	3,676.6
Administrative Alloc	158.2	18.6	29.0	27.0	31.1	263.8
Depreciation	-	-	-	-	-	-
<b>Total</b>	<b>2,174.6</b>	<b>436.1</b>	<b>348.1</b>	<b>512.0</b>	<b>469.6</b>	<b>3,940.3</b>
<b>Operating Income</b>	<b>773.8</b>	<b>(90.1)</b>	<b>192.2</b>	<b>(8.9)</b>	<b>108.1</b>	<b>975.9</b>
<b>Non-operating income / (expenses)</b>						
Interest Income	0.3	0.0	0.1	0.1	0.1	0.5
Transfer to GF / CIP	(242.6)	(86.6)	(234.2)	-	(170.0)	(733.3)
<b>Total</b>	<b>(242.2)</b>	<b>(86.5)</b>	<b>(234.1)</b>	<b>0.1</b>	<b>(169.9)</b>	<b>(732.8)</b>
<b>Net Income</b>	<b>531.3</b>	<b>(178.7)</b>	<b>(42.0)</b>	<b>(8.9)</b>	<b>(60.8)</b>	<b>243.1</b>

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City of Williston, Florida

FY2021 - August 31, 2021

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# City of Williston



## Financial Report

August 31, 2021

(unaudited)

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# Balance Sheet - All Funds

August 31, 2021

Description	General Fund	Airport Fund	CRA Fund	Utility Fund	COWLink Fund	Total
<b>ASSETS</b>						
Petty Cash	\$ 1,600	\$ 100	\$ -	\$ -	\$ -	\$ 1,700
Cash & Cash Equivalents	894,987	(5,385)	366,123	2,051,686	78,640	3,386,051
Investments	8,848	-	-	187,020	-	195,868
Accounts Receivable	1,414	6,531	-	774,296	-	782,242
Note Receivable	71,474	-	-	-	-	71,474
Due from Other Funds	-	-	104,909	198,075	-	302,984
Due from Other Governmental Units	210,724	99,775	-	535,713	-	846,212
Prepaid Expenses	15,480	11,913	-	14,494	-	41,886
Inventory	-	62,626	-	274,623	-	337,249
Net Pension Assets	-	-	-	399,928	-	399,928
Net Capital Assets	-	-	-	8,259,696	-	8,259,696
<b>TOTAL ASSETS</b>	<b>1,204,527</b>	<b>175,560</b>	<b>471,032</b>	<b>12,695,532</b>	<b>78,640</b>	<b>14,625,292</b>
<b>DEFERRED OUTFLOW OF RESOURCES</b>						
Pension Related - Deferred Outflow	-	-	-	333,959	-	333,959
<b>TOTAL DEFERRED OUTFLOW OF RESOURCES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>333,959</b>	<b>-</b>	<b>333,959</b>
<b>LIABILITIES</b>						
Accounts Payable	\$ 5,697	\$ 100	\$ -	\$ 2,109	\$ -	\$ 7,906
Accrued Expenses	10,366	2,045	1,364	432,024	-	445,799
Sales Tax Payable	-	2,462	-	28,058	-	30,520
Payroll Liabilities	-	-	-	47,035	-	47,035
Other Liabilities	5,262	-	-	-	-	5,262
Due to other Funds	335,818	-	-	-	-	335,818
Deposits	-	-	-	291,400	-	291,400
City Hall Loan	-	-	-	1,201,111	-	1,201,111
Notes Payable	-	71,474	-	-	-	71,474
Deferred Revenue	-	8,531	-	-	-	8,531
Power Cost Adjustment - Electric	-	-	-	38,174	-	38,174
Accum Absences/ OPEB Obligation	-	-	-	246,571	-	246,571
<b>TOTAL LIABILITIES</b>	<b>357,142</b>	<b>84,613</b>	<b>1,364</b>	<b>2,286,482</b>	<b>-</b>	<b>2,729,600</b>
<b>DEFERRED INFLOW OF RESOURCES</b>						
Pension Related - Deferred Inflow	-	-	-	336,078	-	336,078
<b>TOTAL DEFERRED INFLOW OF RESOURCES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>336,078</b>	<b>-</b>	<b>336,078</b>
<b>FUND BALANCES</b>						
Reserve for:						
Law Enforcement	1,595	-	-	-	-	1,595
Community Redevelopment	-	-	469,669	-	-	469,669
Unreserved, Reported in:						
General Fund	845,789	-	-	-	-	845,789
Special Revenue Airport	-	90,947	-	-	-	90,947
Utility Fund	-	-	-	10,406,932	-	10,406,932
CowLink Fund	-	-	-	-	78,640	78,640
<b>TOTAL FUND BALANCES</b>	<b>847,384</b>	<b>90,947</b>	<b>469,669</b>	<b>10,406,932</b>	<b>78,640</b>	<b>11,893,573</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>1,204,527</b>	<b>175,560</b>	<b>471,032</b>	<b>12,695,532</b>	<b>78,640</b>	<b>14,625,292</b>



# General Fund (Operations) - Summary of Revenues and Expenditures

August 31, 2021

(92% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Aug-20	Variance Fav (unfav)
<b>REVENUES</b>						
Locally Levied Taxes	\$ 1,204,705	\$ 1,226,154	\$ 21,450	101.8%	\$ 1,161,132	\$ 65,022
Public Service Taxes	375,000	333,624	(41,376)	89.0%	314,845	18,779
Franchise Fees	77,230	74,150	(3,080)	96.0%	80,519	(6,369)
Intergovernmental Revenues	523,725	504,630	(19,095)	96.4%	454,803	49,827
Fines & Forfeitures	19,050	15,299	(3,751)	80.3%	11,831	3,468
License & Permits	111,650	129,685	18,035	116.2%	85,355	44,330
Miscellaneous	32,300	53,059	20,759	164.3%	24,349	28,710
Interest Income	4,000	474	(3,526)	11.8%	597	(123)
Non-Operating	816,500	855,684	39,184	104.8%	673,753	181,931
<b>TOTAL REVENUES</b>	<b>3,164,160</b>	<b>3,192,760</b>	<b>28,601</b>	<b>100.9%</b>	<b>2,807,184</b>	<b>385,576</b>
<b>EXPENSES</b>						
Total City Council	37,719	37,600	119	99.7%	31,639	(5,961)
Total Legal Services	41,000	46,694	(5,694)	113.9%	34,576	(12,118)
Total Administration	240,152	230,424	9,728	95.9%	224,462	(5,962)
Total Purchasing	5,800	2,180	3,620	37.6%	1,456	(724)
Total Planning & Zoning	58,664	42,330	16,334	72.2%	63,334	21,004
Total Building Permits	106,089	110,908	(4,818)	104.5%	64,213	(46,695)
Total Human Resources	18,254	13,820	4,433	75.7%	-	(13,820)
Total Police Department	1,231,283	1,044,401	186,882	84.8%	1,014,680	(29,721)
Total Police Communications	268,953	222,334	46,619	82.7%	209,786	(12,548)
Total Health/Animal Control	50,116	47,865	2,250	95.5%	46,039	(1,826)
Total Fire Department	587,580	571,809	15,771	97.3%	630,141	58,333
Total Public Works	309,732	308,074	1,657	99.5%	263,267	(44,807)
Total Recreation / Athletics	7,497	4,579	2,918	61.1%	1,492	(3,087)
Total Library Department	6,199	5,584	615	90.1%	5,563	(21)
Total Special Events	13,300	18,089	(4,789)	136.0%	1,192	(16,897)
Total Non-Departmental	181,822	142,661	39,161	78.5%	246,594	103,934
<b>TOTAL EXPENDITURES</b>	<b>3,164,160</b>	<b>2,849,351</b>	<b>314,808</b>	<b>90.1%</b>	<b>2,838,436</b>	<b>(10,916)</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>\$ -</b>	<b>\$ 343,409</b>	<b>\$ 343,409</b>	<b>n/a</b>	<b>\$ (31,251)</b>	<b>\$ 374,660</b>

## General Fund (CIP) - Summary of Revenues and Expenses

August 31, 2021

(92% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Aug-20	Variance Fav (unfav)
<b>REVENUES</b>						
Grant Revenue	\$ 103,500	\$ 66,000	\$ (37,500)	63.8%	\$ 31,661	\$ 34,339
County Contribution	-	-	-	n/a	10,391	(10,391)
Insurance Reimbursement	-	5,241	5,241	n/a	-	5,241
Insurance Claim Refund	-	168	168	n/a	-	168
Transfer From General Fund	50,000	33,950	(16,050)	67.9%	156,271	(122,321)
Bank Loans	189,650	-	(189,650)	0.0%	-	-
<b>TOTAL REVENUES</b>	<b>343,150</b>	<b>105,359</b>	<b>(237,791)</b>	<b>30.7%</b>	<b>198,323</b>	<b>(92,964)</b>
<b>EXPENDITURES</b>						
Animal Shelter	-	-	-	n/a	76,995	76,995
Vehicle Purchases	138,000	97,099	40,901	70.4%	92,894	(4,205)
Equipment Purchases	98,150	-	98,150	0.0%	12,386	12,386
Software Purchases	-	2,860	(2,860)	n/a	-	(2,860)
Street Improvements	25,000	-	25,000	0.0%	9,886	9,886
Building Renovations	82,000	5,400	76,600	6.6%	5,771	371
<b>TOTAL EXPENDITURES</b>	<b>343,150</b>	<b>105,359</b>	<b>237,791</b>	<b>30.7%</b>	<b>197,932</b>	<b>92,573</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>n/a</b>	<b>\$ 391</b>	<b>\$ (391)</b>

# Airport Fund - Summary of Revenues and Expenditures

August 31, 2021

(92% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Aug-20	Variance Fav (unfav)
<b>REVENUES</b>						
Operating Revenue	\$ 1,335,948	\$ 1,361,392	\$ 25,444	101.9%	1,153,984	\$ 207,408
Interest Income	600	269	(331)	44.9%	432	(163)
Other Miscellaneous Income	16,860	16,250	(610)	96.4%	12,261	3,989
<b>TOTAL REVENUES</b>	<b>1,353,408</b>	<b>1,377,912</b>	<b>24,503</b>	<b>101.8%</b>	<b>1,166,677</b>	<b>211,234</b>
<b>EXPENSES</b>						
Personal Services	260,005	201,261	58,744	77.4%	207,155	5,894
Operating Expenditures	1,083,403	1,104,614	(21,211)	102.0%	928,762	(175,852)
Non-Operating Expenditures	10,000	-	10,000	0.0%	-	-
<b>TOTAL EXPENSES</b>	<b>1,353,408</b>	<b>1,305,875</b>	<b>47,533</b>	<b>96.5%</b>	<b>1,135,917</b>	<b>(169,958)</b>
<b>OPERATING REVENUES OVER (UNDER) EXPENSES</b>	<b>-</b>	<b>72,036</b>	<b>72,036</b>	<b>n/a</b>	<b>30,761</b>	<b>41,276</b>
<b>NON-OPERATING REVENUE (EXPENSES)</b>						
Capital Improvements - (Grants)	(440,523)	(141,537)	298,986	32.1%	(29,775)	(111,762)
JPA Revenue (Grants)	440,523	141,537	(298,986)	32.1%	-	141,537
<b>TOTAL NON-OPERATING REVENUES (EXPENSES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>n/a</b>	<b>(29,775)</b>	<b>29,775</b>
<b>TOTAL REVENUES OVER (UNDER) EXPENSES</b>	<b>-</b>	<b>72,036</b>	<b>72,036</b>	<b>n/a</b>	<b>\$ 985</b>	<b>\$ 71,051</b>

## CRA Fund - Summary of Revenues and Expenditures

August 31, 2021

(92% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Aug-20	Variance Fav (unfav)
<b>REVENUES</b>						
Tax Incremental Revenue - City	\$ 112,465	\$ 103,092	\$ (9,373)	91.7%	\$ 89,529	\$ 13,563
Tax Incremental Revenue - County	135,225	155,721	20,496	115.2%	135,226	20,495
Interest Income	150	127	(23)	84.4%	130	(4)
Special Events	-	300	300	n/a	2,750	(2,450)
Other Financing Sources	264,408	-	(264,408)	0.0%	-	-
<b>TOTAL REVENUES</b>	<b>512,248</b>	<b>259,239</b>	<b>(253,009)</b>	<b>50.6%</b>	<b>227,635</b>	<b>31,604</b>
<b>EXPENDITURES</b>						
Personal Services	61,198	43,881	17,317	71.7%	59,483	15,602
Operating Expenditures	64,239	27,545	36,694	42.9%	32,220	4,675
Capital Outlay	376,812	68,894	307,918	18.3%	135,697	66,802
Non-Operating Expenditures	10,000	-	10,000	0.0%	-	-
<b>TOTAL EXPENDITURES</b>	<b>512,248</b>	<b>140,320</b>	<b>371,928</b>	<b>27.4%</b>	<b>227,400</b>	<b>87,080</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>\$ -</b>	<b>\$ 118,919</b>	<b>\$ 118,919</b>	<b>n/a</b>	<b>\$ 235</b>	<b>\$ 118,684</b>

## COWLink (Broadband) Fund- Summary of Revenues and Expenditures

August 31, 2021

(92% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Aug-20	Variance Fav (unfav)
<b>REVENUES</b>						
Grant Revenue	\$ 108,000	\$ 85,610	\$ (22,390)	79.3%	-	\$ 85,610
<b>TOTAL REVENUES</b>	<b>108,000</b>	<b>85,610</b>	<b>(22,390)</b>	<b>79.3%</b>	<b>-</b>	<b>85,610</b>
<b>EXPENSES</b>						
Personal Services	2,500	-	(2,500)	0.0%	-	-
Operating Expenditures	14,588	-	(14,588)	0.0%	-	-
Capital Equipment	90,912	6,970	(83,942)	7.7%	-	6,970
<b>TOTAL EXPENSES</b>	<b>108,000</b>	<b>6,970</b>	<b>(101,030)</b>	<b>6.5%</b>	<b>-</b>	<b>-</b>
<b>REVENUES OVER (UNDER) EXPENSES</b>	<b>\$ -</b>	<b>\$ 78,640</b>	<b>\$ (123,420)</b>	<b>n/a</b>	<b>\$ -</b>	<b>\$ 85,610</b>

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

August 31, 2021

(92% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Aug-20	Variance Fav (unfav)
<b>REVENUES</b>						
Electric Utility	\$ 3,385,815	\$ 2,892,354	\$ (493,461)	85.4%	\$ 3,013,073	\$ (120,719)
Gas Utility	596,350	339,425	(256,925)	56.9%	320,124	19,301
Water Utility	539,289	529,992	(9,297)	98.3%	533,760	(3,768)
Solid Waste Income	567,669	493,544	(74,125)	86.9%	504,618	(11,075)
Sewer Utility	588,931	567,752	(21,179)	96.4%	553,378	14,374
Interest Income	5,000	541	(4,459)	10.8%	877	(337)
Other Miscellaneous Income	75,460	93,122	17,662	123.4%	50,982	42,140
Grant Revenue	-	-	-	n/a	3,355	(3,355)
Use of Retained Earnings	226,385	-	(226,385)	0.0%	-	-
<b>TOTAL REVENUES</b>	<b>5,984,898</b>	<b>4,916,729</b>	<b>(1,068,169)</b>	<b>82.2%</b>	<b>4,980,167</b>	<b>(63,438)</b>
<b>EXPENSES</b>						
Total Administration Department	243,807	263,775	(19,968)	108.2%	233,107	(30,668)
Total Electric Department	2,980,885	2,259,013	721,872	75.8%	2,342,264	83,251
Total Gas Department	709,904	504,110	205,794	71.0%	455,980	(48,130)
Total Water Department	751,989	553,270	198,718	73.6%	556,533	3,263
Total Solid Waste Department	552,587	484,987	67,599	87.8%	506,588	21,601
Total Sewer Collection / Treatment	745,727	608,506	137,221	81.6%	550,314	(58,192)
<b>TOTAL EXPENSES</b>	<b>5,984,898</b>	<b>4,673,662</b>	<b>1,311,236</b>	<b>78.1%</b>	<b>4,644,786</b>	<b>(28,876)</b>
<b>REVENUES OVER (UNDER) EXPENSES</b>	<b>\$ -</b>	<b>\$ 243,067</b>	<b>\$ 243,067</b>	<b>n/a</b>	<b>\$ 335,382</b>	<b>\$ (92,314)</b>

## Utility Fund (Admin) - Summary of Revenues and Expenses

August 31, 2021

(92% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Aug-20	Variance Fav (unfav)
<b>REVENUES</b>						
Other Miscellaneous Income	\$ 75,460	\$ 93,122	\$ 17,662	123.4%	\$ 50,982	\$ 42,140
Interest Income	5,000	541	(4,459)	10.8%	877	(337)
<b>TOTAL REVENUES</b>	<b>80,460</b>	<b>93,663</b>	<b>13,203</b>	<b>116.4%</b>	<b>51,860</b>	<b>41,803</b>
<b>EXPENSES</b>						
Operating Expenditures	243,807	263,775	(19,968)	108.2%	233,107	(30,668)
<b>TOTAL EXPENSES</b>	<b>243,807</b>	<b>263,775</b>	<b>(19,968)</b>	<b>108.2%</b>	<b>233,107</b>	<b>(30,668)</b>
<b>REVENUES OVER (UNDER) EXPENSES</b>	<b>(163,347)</b>	<b>\$ (170,112)</b>	<b>\$ (6,765)</b>	<b>104%</b>	<b>\$ (181,247)</b>	<b>\$ 11,135</b>

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

August 31, 2021

(92% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Aug-20	Variance Fav (unfav)
<b>REVENUES</b>						
Electric Utility	\$ 1,350,809	\$ 1,266,890	\$ (83,919)	93.8%	\$ 1,239,401	\$ 27,489
Electric Utility - Power Cost Adj	2,026,006	1,620,046	(405,960)	80.0%	1,761,377	(141,331)
New Electric Service	4,000	1,000	(3,000)	25.0%	1,560	(560)
Electric Overhead / Underground	5,000	4,418	(582)	88.4%	10,735	(6,318)
Use of Retained Earnings	116,596	-	(116,596)	0.0%	-	-
<b>TOTAL REVENUES</b>	<b>3,502,411</b>	<b>2,892,354</b>	<b>(610,057)</b>	<b>82.6%</b>	<b>3,013,073</b>	<b>(120,719)</b>
<b>EXPENSES</b>						
Personal Services	432,560	306,306	126,254	70.8%	268,755	(37,552)
Operating Expenditures	2,167,109	1,710,139	456,970	78.9%	1,844,804	134,665
Non-Operating Expenditures	381,215	242,567	138,648	63.6%	228,705	(13,862)
<b>TOTAL EXPENSES</b>	<b>2,980,885</b>	<b>2,259,013</b>	<b>721,872</b>	<b>75.8%</b>	<b>2,342,264</b>	<b>83,251</b>
<b>REVENUES OVER (UNDER) EXPENSES</b>	<b>521,526</b>	<b>\$ 633,341</b>	<b>\$ 111,815</b>	<b>121%</b>	<b>\$ 670,809</b>	<b>\$ (37,468)</b>



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

August 31, 2021

(92% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Aug-20	Variance Fav (unfav)
<b>REVENUES</b>						
Gas Utility	\$ 550,000	\$ 323,222	\$ (226,778)	58.8%	\$ 318,228	\$ 4,994
Gas Meter Connection/Reconnection	2,000	1,030	(970)	51.5%	1,395	(365)
New Gas Service	600	2,673	2,073	445.6%	501	2,172
Infrastructure Reimbursement	43,750	12,500	(31,250)	28.6%	-	12,500
Use of Retained Earnings	16,596	-	(16,596)	0.0%	-	-
<b>TOTAL REVENUES</b>	<b>612,946</b>	<b>339,425</b>	<b>(273,521)</b>	<b>55.4%</b>	<b>320,124</b>	<b>19,301</b>
<b>EXPENSES</b>						
Personal Services	255,661	173,403	82,259	67.8%	174,730	1,327
Operating Expenditures	343,187	244,120	99,067	71.1%	193,228	(50,892)
Non-Operating Expenditures	111,056	86,587	24,468	78.0%	88,022	1,435
<b>TOTAL EXPENSES</b>	<b>709,904</b>	<b>504,110</b>	<b>205,794</b>	<b>71.0%</b>	<b>455,980</b>	<b>(48,130)</b>
<b>REVENUES OVER (UNDER) EXPENSES</b>	<b>\$ (96,957)</b>	<b>\$ (164,685)</b>	<b>\$ (67,227)</b>	<b>170%</b>	<b>\$ (135,856)</b>	<b>\$ (28,829)</b>

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

August 31, 2021

(92% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Aug-20	Variance Fav (unfav)
<b>REVENUES</b>						
Water Utility	\$ 524,289	\$ 518,687	\$ (5,602)	98.9%	\$ 516,896	\$ 1,791
Water Meter Connection/Reconn	5,000	3,655	(1,345)	73.1%	4,869	(1,214)
New Water Service	10,000	7,650	(2,350)	76.5%	11,995	(4,345)
Use of Retained Earnings	76,596	-	(76,596)	0.0%	-	-
<b>TOTAL REVENUES</b>	<b>615,885</b>	<b>529,992</b>	<b>(85,893)</b>	<b>86.1%</b>	<b>533,760</b>	<b>(3,768)</b>
<b>EXPENSES</b>						
Personal Services	241,215	170,841	70,374	70.8%	173,316	2,475
Operating Expenditures	178,689	148,231	30,458	83.0%	168,048	19,817
Non-Operating Expenditures	332,085	234,198	97,887	70.5%	215,169	(19,029)
<b>TOTAL EXPENSES</b>	<b>751,989</b>	<b>553,270</b>	<b>198,718</b>	<b>73.6%</b>	<b>556,533</b>	<b>3,263</b>
<b>REVENUES OVER (UNDER) EXPENSES</b>	<b>\$ (136,104)</b>	<b>\$ (23,278)</b>	<b>\$ 112,825</b>	<b>17%</b>	<b>\$ (22,773)</b>	<b>\$ (505)</b>

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

August 31, 2021

(92% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Aug-20	Variance Fav (unfav)
<b>REVENUES</b>						
Solid Waste Income	\$ 567,669	\$ 493,544	\$ (74,125)	86.9%	\$ 504,618	\$ (11,075)
<b>TOTAL REVENUES</b>	<b>567,669</b>	<b>493,544</b>	<b>(74,125)</b>	<b>86.9%</b>	<b>504,618</b>	<b>(11,075)</b>
<b>EXPENSES</b>						
Personal Services	21,323	18,800	2,522	88.2%	15,892	(2,909)
Operating Expenditures	531,264	466,187	65,077	87.8%	490,696	24,510
<b>TOTAL EXPENSES</b>	<b>552,587</b>	<b>484,987</b>	<b>67,599</b>	<b>175.9%</b>	<b>506,588</b>	<b>21,601</b>
<b>REVENUES OVER (UNDER) EXPENSES</b>	<b>\$ 15,082</b>	<b>\$ 8,556</b>	<b>\$ (6,526)</b>	<b>57%</b>	<b>\$ (1,970)</b>	<b>\$ 10,526</b>

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

August 31, 2021

(92% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Aug-20	Variance Fav (unfav)
<b>REVENUES</b>						
Sewer Utility	\$ 583,931	\$ 559,352	\$ (24,579)	95.8%	\$ 543,178	\$ 16,174
Sewer Connection	5,000	8,400	3,400	168.0%	10,200	(1,800)
Use of Retained Earnings	16,596	-	(16,596)	0.0%	-	-
<b>TOTAL REVENUES</b>	<b>605,527</b>	<b>567,752</b>	<b>(37,775)</b>	<b>93.8%</b>	<b>556,732</b>	<b>11,019</b>
<b>EXPENSES</b>						
<b>Sewer Collection</b>						
Personal Services	168,867	146,588	22,278	86.8%	125,014	(21,574)
Operating Expenditures	69,074	60,463	8,611	87.5%	57,805	(2,658)
<b>Total Sewer Collection</b>	<b>237,941</b>	<b>207,051</b>	<b>30,889</b>	<b>87.0%</b>	<b>182,819</b>	<b>(24,233)</b>
<b>Sewer Treatment</b>						
Personal Services	166,087	146,836	19,251	88.4%	128,571	(18,265)
Operating Expenditures	139,671	84,638	55,033	60.6%	82,755	(1,883)
<b>Total Sewer Treatment</b>	<b>305,758</b>	<b>231,474</b>	<b>74,283</b>	<b>75.7%</b>	<b>211,326</b>	<b>(20,148)</b>
<b>Non-Departmental</b>						
Transfer To General Fund	185,433	169,980	15,452	91.7%	156,169	(13,811)
Transfer to Capital Improvement Fund	16,596	-	16,596	0.0%	-	-
<b>Total Sewer Collection</b>	<b>202,029</b>	<b>169,980</b>	<b>32,049</b>	<b>84.1%</b>	<b>156,169</b>	<b>(13,811)</b>
<b>TOTAL EXPENSES</b>	<b>745,727</b>	<b>608,506</b>	<b>137,221</b>	<b>81.6%</b>	<b>550,314</b>	<b>(58,192)</b>
<b>REVENUES OVER (UNDER) EXPENSES</b>	<b>\$ (140,200)</b>	<b>\$ (40,754)</b>	<b>\$ 99,446</b>	<b>29.1%</b>	<b>\$ 6,419</b>	<b>\$ (47,173)</b>

## Utility Fund (CIP) - Summary of Revenues and Expenses

August 31, 2021

(92% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Aug-20	Variance Fav (unfav)
<b>REVENUES</b>						
Grant Revenue	\$ 426,400	\$ 565,056	\$ 138,656	132.5%	129,204	435,852
Transfer From Utility Fund	226,385	-	(226,385)	0.0%	14,315	(14,315)
Infrastructure Reimbursement (IRAs)	-	42,351	42,351	n/a	12,500	29,851
Sales of Fixed Assets	-	14,000	14,000	n/a	-	14,000
<b>TOTAL REVENUES</b>	<b>652,785</b>	<b>621,406</b>	<b>(31,379)</b>	<b>95.2%</b>	<b>156,019</b>	<b>465,388</b>
<b>EXPENDITURES</b>						
GIS Mapping	15,000	-	15,000	0.0%	-	-
Software Purchases	21,385	-	21,385	0.0%	-	-
Heavy Equipment Purchases	60,000	70,727	(10,727)	117.9%	232,265	161,538
Electric Improvements	100,000	130,318	(30,318)	130.3%	-	(130,318)
Sewer Improvements	426,400	633,242	(206,842)	148.5%	171,170	(462,072)
Drainage Improvements	-	93,260	(93,260)	n/a	-	(93,260)
Meter Replacement Program	20,000	27,476	(7,476)	137.4%	3,984	(23,492)
Fire Hydrant Safety Program	10,000	-	10,000	0.0%	-	-
Building Improvements	-	5,892	(5,892)	n/a	-	(5,892)
Gas Improvements	-	-	-	n/a	70,588	70,588
<b>TOTAL EXPENDITURES</b>	<b>652,785</b>	<b>960,914</b>	<b>(308,129)</b>	<b>147.2%</b>	<b>478,007</b>	<b>(482,907)</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>\$ -</b>	<b>\$ (339,508)</b>	<b>\$ (339,508)</b>	<b>n/a</b>	<b>\$ (321,989)</b>	<b>\$ (17,519)</b>

**Date: October 19, 2021**

**COUNCIL AGENDA ITEM**

---

**TOPIC: Amendment to and Extension of Interlocal Agreement - Crossing Guard**

**PREPARED BY:** Jackie Gorman, City Manager

**BACKGROUND / DESCRIPTION:**

Each year since the original Interlocal Agreement dated 1997/98 the City and Levy County School Board has agreed to an extension to the Agreement laying out the terms for reimbursing the City for the School Crossing Guard.

Attached you will find the Amendment approved by the School Board on July 13, 2021 for your review and approval. Basically, this Amendment states that minimum wages will be paid by the School Board to the City for a school crossing guard for each day of student attendance and that the Crossing Guards and substitutes will be fingerprinted and have a clean background check.

**LEGAL REVIEW:** Yes

**FISCAL IMPACTS:** None

**RECOMMENDED ACTION:** Approval

**ATTACHMENTS:** Amendment

**COMMISSION ACTION:**

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

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

**AMENDMENT TO AND EXTENSION OF INTERLOCAL AGREEMENT  
CROSSING GUARD**

**COME NOW**, the **School Board of Levy County**, hereinafter called **Board**, and **City of Williston**, hereinafter called **Local Government**, and do stipulate and agree that the Agreement entered into by and between the Parties for the 1997-98 school year, be extended for the full term of one year, beginning July 1, 2021 through June 30, 2022, under the same terms and conditions of the Agreement as amended for the 2006-07 school year, and with the following amendment to 1 of said agreement (to reflect the increase in minimum wage) :

***Although not required by law, the Board will pay to the Local Government the sum of the minimum wage per hour worked per school crossing guard for each day of student attendance at the designated school / area.***

The **City of Williston** will ensure that Crossing Guards and Crossing Guards Substitutes are available, fingerprinted and have clean background checks for all assigned Crossing Guard services.

It is agreed that this extension is brought pursuant to the terms of the original Agreement and that all other terms of the original Agreement shall remain in full force and effect for the entire term of this Extension of Interlocal Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this instrument the date(s) herein below indicated.

**Signed, Sealed, and Delivered  
in the presence of:**

Angela Hoza  
Witness  
BOARD APPROVED  
JUL 13 2021

**SCHOOL BOARD OF LEVY COUNTY**

Christopher R. Grant  
Superintendent/Designee  
0/3/21  
BOARD APPROVED  
Date JUL 13 2021

**Signed, Sealed, and Delivered  
in the Presence of:**

\_\_\_\_\_  
Witness

**City of Williston**

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Date: October 19, 2021

**COUNCIL AGENDA ITEM**

---

**RESOLUTION 2021-67**

**REQUESTED BY: Laura Jones, City Planner    PREPARED BY: City Planner**

**BACKGROUND / DESCRIPTION: U.S. Department of Transportation (US DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA) has awarded the City of Williston the 2021 TAG for Gas Detection Equipment**

**LEGAL REVIEW: Yes**

**FISCAL IMPACTS: \$9,164.00**

**RECOMMENDED ACTION: Approve/ Sign Grant**

**ATTACHMENTS: X RESOLUTION    X OTHER DOCUMENTS *Exhibit A - Grant Documents***

**COUNCIL ACTION:**

**APPROVED**

**DENIED**



**RESOLUTION NUMBER 2021-67**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, AUTHORIZING EXECUTION OF THE U.S. DEPARTMENT OF TRANSPORTATION (US DOT) PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION (PHMSA) TECHNICAL ASSISTANCE GRANT (TAG) FOR GAS DETECTION EQUIPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** The City of Williston submitted to the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration a project application for purchasing gas detection equipment to aid in pipeline leak detection; and

**WHEREAS,** The U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration Approved the project; and

**WHEREAS,** The U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration Requires that a corresponding grant agreement ("agreement") be approved by The City Of Williston; and

**WHEREAS,** the Community Development & Grants Manager is an appropriate party to execute documents related to such Agreement; and

**WHEREAS,** the City Council has determined it is in the City's best interest to authorize the Community Development & Grants Manager to execute this Agreement, an unexecuted copy of which is attached hereto as Exhibit A; and

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

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

**Section 2.** The City Council hereby approves the DOT grant Agreement, attached hereto and incorporated herein as Exhibit A.

**Section 3.** The Community Development and Grant Manager is hereby authorized to execute on behalf of the City such documents as are required to enter the Agreement.

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

**PASSED AND RESOLVED this 19<sup>th</sup> day of October 2021, by the City Council of the City Williston, Florida.**

**CITY OF WILLISTON, FLORIDA**

**BY:** \_\_\_\_\_  
**Debra Jones, City Council President**

**ATTEST:**

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
693JK32140023PTAG

PAGE OF  
2 | 2

NAME OF OFFEROR OR CONTRACTOR  
WILLISTON, CITY OF (INC)

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	Delivery: 1 Days After Award Delivery Location Code: PHMSA PHP-50 State Programs 1200 New Jersey Avenue, SE E21-321 Washington DC 20590 USA  City of Williston 2021 TAG Gas detection equipment  The obligated amount of award: \$9,164.00. The total for this award is \$9,164.00.				9,164.00

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## **Article I. Award Information**

### **Section 1.01 Recipient Information**

**Recipient:** City of Williston

DUNS: 010826352

POC: Laura Jones

### **Section 1.02 Awarding Agency Information**

U.S. Department of Transportation (US DOT)

Pipeline and Hazardous Materials Safety Administration (PHMSA)

Acquisition Services Division, PHF-20

1200 New Jersey Avenue, SE, Room E22-317

Washington, D.C. 20590

Primary Contact - Agreement Administrator (AA):

Dwayne Cross

Telephone: (202) 366-4429

E-mail: Dwayne.Cross@dot.gov

### **Section 1.03 Basic Award Information**

Funding Opportunity Title: Technical Assistance Grants (TAG)

Funding Opportunity Number: 693JK321NF0008

CFDA Number: 20.710

Award Type: Grant Agreement

Award Number: 693JK32140023PTAG

Project Title: **Technical Assistance Grant**

Grant Period: Twelve (12) months from the effective date of award

Grant Amount: **\$9,164.00**

## **Article II. Background, Purpose, Authority**

### **Section 2.01 Statute and Program Authority**

The TAG program was first authorized in the Pipeline Safety Improvement Act of 2002 (Public Law 107-355) and is codified at 49 U.S.C. 60130. This section, titled: "Pipeline Safety Information Grants to Communities" authorizes the Secretary of Transportation to make grants to local communities and groups of individuals (not including for-profit entities) for technical assistance relating to pipeline safety. The TAG program was reauthorized by the Pipeline Inspection, Protection, Enforcement and Safety Act of 2006 (Public Law 109-468), the Pipeline Safety, Regulatory Certainty, and Job Creation Act of 2011 (Public Law 112-90), and the Protecting Our Infrastructure of Pipelines and Enhancing Safety Act of 2016 (Public Law 114-183).

### **Section 2.02 Statement of Purpose**

Pipeline safety is a shared responsibility and informed communities play a vital role in the safety and reliability of pipeline operations. The Pipeline Safety Information Grants to Communities: Technical Assistance Grants (TAG) provides funding to local communities and groups of individuals for technical assistance related to pipeline safety. The program also provides opportunities that strengthen the depth and quality of public participation in the safe development and operation of pipelines in and around communities. Technical assistance is defined as engineering or other scientific analysis of pipeline safety issues.

### **Section 2.03 Background**

Since program inception in 2009, PHMSA has awarded almost \$10 million for 198 individual technical assistance projects. TAG awards have funded a broad range of activities, including: improvement of local pipeline emergency response capabilities; improvement of safe digging or damage prevention programs; development of pipeline safety information resources; implementation of local land use practices that enhance pipeline safety; community and pipeline awareness campaigns; and, public participation in official proceedings pertaining to pipeline safety. A summary of the TAG awards, including final reports from completed grant projects, is available at <http://primis.phmsa.dot.gov/tag>.

## **Article III Expected Program Outputs**

The City of Williston shall purchase gas detection equipment to aid in pipeline leak detection.

## **Article IV Deliverables**

### **Section 4.01 Incorporation of Recipient Application**

The Recipient's application and project plan dated **3/19/2021** are incorporated by reference into this Grant Agreement.

The Recipient is responsible for accomplishing the objectives, tasks and deliverables of this Grant Agreement, and for performing the tasks and the deliverables outlined in the Recipient's project plan.

### **Section 4.02 Reports**

The recipient must submit the following reports:

- Mid-Term Progress Report;
- Mid-Term Financial Status Report.
- Final Report;
- Final Financial Status Report.

*See Article VIII (Reports) for additional information about the reporting requirements.*

### **Section 4.03 Dissemination of Technical Findings**

The Recipient must make available any technical findings to the relevant pipeline operators in the Recipient's area and have open communication with local pipeline operators, local communities and other interested parties.

## **Article V Grant Officials**

Refer to the Award Terms and Conditions (Attachment 1), Item 1 (Definitions), for a detailed description of each official's responsibilities below.

### **Agreement Officer (AO)**

Mr. Dwayne Cross  
U.S. Department of Transportation  
Pipeline and Hazardous Materials Safety Administration  
Acquisition Services Division, PHF-20  
1200 New Jersey Avenue, SE, E22-317  
Washington, D.C. 20590  
Telephone: (202) 366-4429  
Fax: (202) 366-7974  
E-mail: [dwayne.cross@dot.gov](mailto:dwayne.cross@dot.gov)

**Agreement Administrator (AA)**  
Mr. Dwayne Cross  
U.S. Department of Transportation  
Pipeline and Hazardous Materials Safety Administration  
Acquisition Services Division, PHF-20  
1200 New Jersey Avenue, SE,  
Washington, D.C. 20590  
Telephone: (202) 366-4429  
E-mail: [dwayne.cross@dot.gov](mailto:dwayne.cross@dot.gov)

**Agreement Officer's Representative (AOR)**  
Ms. Hung Nguyen  
U.S. Department of Transportation  
Pipeline and Hazardous Materials Safety Administration  
Telephone: (202) 366-0568  
E-mail: [Hung.Nguyen@dot.gov](mailto:Hung.Nguyen@dot.gov)

**Principal Investigator (PI)**  
POC: Laura Jones  
[City.planner@willistonfl.org](mailto:City.planner@willistonfl.org)

#### **Article VI Terms and Conditions**

The Recipient must comply with, and spend funds consistent with all the terms and conditions of this award, including the Award Terms and Conditions in **Attachment 1** and any other terms and conditions specified in this document. Attachment 1, Award Terms and Conditions, is incorporated into this Agreement.

#### **Article VII Special Terms and Conditions**

##### **Section 7.01 Modifications**

Modifications to this Grant may be made only in writing and specifically referred to as a modification to this Grant. The Agreement Officer may unilaterally sign an administrative modification. All other modifications must be signed by both the Recipient and the Agreement Officer.

##### **Section 7.01 Travel**

Any travel necessary to carry out the objectives of this agreement must use the most economical form of transportation available. All travel is to be scheduled sufficiently in advance, to the extent practicable, to take advantage of offered discount rates. Travel and per diem authorized under this grant agreement must not exceed those in the Government Travel Regulations currently in effect. Current per diem rates can be found at: <http://www.gsa.gov/perdiem>.

##### **Section 7.02 Contractor/Sub-recipient Agreements**

If a contractor or sub-recipient (sub-awardee) performs a function on the Recipient's behalf, then the terms and conditions of the contractual arrangement, or award, and the qualifications of the contractor or sub-recipient are subject to review by PHMSA. This information must be provided to PHMSA within 30 days after the date of awarded grant. The contract or sub-award must be made in accordance with the Recipient's procurement procedures for obtaining outside services.

## **Article VIII Reports**

### **Section 8.01 Mid-Term Progress Report**

During the performance of the grant agreement the Recipient must provide a letter-type written report to the AOR and the AA. The report must include the following:

1. A comparison of actual accomplishments to the objectives established for the period.
2. Where the output of the project can be quantified, a computation of the cost per unit of output.
3. The reasons for slippage if established objectives were not met.

The Progress Report should cover all activities through the first 6 months of grant performance (March 2021) and this report must be submitted to the AOR and the AA via e-mail, no later than 30 days after the end of the initial 6<sup>th</sup> month (*See Attachment 2A "Sample Progress Report Template" for a sample template for submitting progress reports.*)

### **Section 8.02 Mid-term Federal Financial Status Report**

During the performance of the grant, the Recipient must submit a mid-term Federal Financial Report, Standard Form 425 (SF-425), to report the status of funds. In addition to the SF-425, the Recipient should provide the breakdown of costs for each object class category (Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Other, and Indirect Costs). The Mid-term Federal Financial Report should cover all activities through the first 6 months of grant performance and this report must be submitted to the AOR and the AA via e-mail, no later than 30 days after the end of the 6<sup>th</sup> month (March 2021).

### **Section 8.03 Final Report**

At the end of the grant period, the Recipient must provide a letter-type *final* report to the AOR and the AA describing the results of all activities undertaken as a result of this grant. The report must include the following:

1. A comparison of actual accomplishments to the objectives established for the period.
2. Where the output of the project can be quantified, a computation of the cost per unit of output.
3. The reasons for slippage if established objectives were not met.

The Final Report must be submitted to the AOR and the AA via e-mail, no later than 90 days after the grant period end date (see Section 1.03). *See Attachment 2B "Sample Final Report Template" for a sample template for submitting final reports.*

### **Section 8.04 Final Federal Financial Status Report**

At the end of the grant period, the Recipient must submit a *Final* Federal Financial Report, Standard Form 425 (SF-425), to report the status of all funds. In addition to the SF-425, the Recipient should provide the breakdown of costs for each object class category (Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Other, and Indirect Charges). The Final Federal Financial Report must be submitted to the AOR and the AA via e-mail, no later than 90 days after the grant period end date (see Section 1.03). If possible this report should be submitted, along with the Final Report, within 30 days after the grant period end date.



## **Article IX Consideration and Payment**

### **Section 9.01 Request for Advance/Reimbursement**

A request for an advance or reimbursement must comply with the requirements in 2 CFR 200.305. Each request **must** be submitted through the Delphi eInvoicing system and include a completed Standard Form 270 (SF-270), “*Request for Advance or Reimbursement*” as an attachment in the system. Upon execution of the grant award, recipients, in accordance with their project plan, may request up to 50% of the total federally funded amount of the award. The remaining amount may be requested, upon receipt and approval, (by the PHMSA Agreement Officer) of the “Mid-Term Progress Report.”

**All Recipients must be registered in the System for Award Management (SAM) to receive payments on their invoices.** For information on how to register, visit SAM at: <https://www.sam.gov/portal/public/SAM/>.

See Attachment 1 “Award Terms and Conditions” for additional payment requirements.

## **Article X American Materials Required (PHMSA August 2017)**

If articles, materials or supplies are required: Only unmanufactured articles, materials, and supplies that have been mined or produced in the United States, and only manufactured articles, materials, and supplies that have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured in the United States, shall be acquired under this award unless PHMSA determines their acquisition to be inconsistent with the public interest or their cost to be unreasonable.

This requirement does not apply:

- 1) to articles, materials, or supplies for use outside the United States;
- 2) if articles, materials, or supplies of the class or kind to be used, or the articles, materials, or supplies from which they are manufactured, are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and are not of a satisfactory quality; and
- 3) to manufactured articles, materials, or supplies procured under any contract with an award value that is not more than the micro-purchase threshold.

## **Article XI Attachments**

- Attachment 1 – Award Terms and Conditions
- Attachment 2A – Template: Mid-Term Progress Report
- Attachment 2B – Template: Final Report

**Department of Transportation  
Pipeline and Hazardous Materials Safety Administration (PHMSA)  
Hazardous Materials Grants**

**Grant and Cooperative Agreement  
Terms and Conditions**

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## 1. Definitions

- a) **Recipient** – A non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term “recipient” does not include subrecipients.
- b) **Program Authorizing Official (PAO)** – The PAO is the delegated authority to execute the grant agreement. Should any changes to the scope, budget, schedule, or any other terms become necessary, the PAO in coordination with the AO has the authority to amend the award agreement.
- c) **Agreement Officer (AO)** – The AO has the authority to obligate the Government to the expenditures of Federal funds under this award.
- d) **Grant Specialist (GS)** – The GS is responsible for the daily administration of the award. The GS is NOT AUTHORIZED to change the scope, budget, specifications, and terms and conditions as stated in the award, to make any commitments that otherwise obligates the Government or authorize changes which affect the award budget, delivery schedule, period of performance, or other terms and conditions.
- e) **Recipient Authorized Grantee Official** – The individual with the Recipient organization who has authority to legally and financially bind the organization. It is the Recipient’s responsibility to follow their agency’s policies and procedures for ensuring that authorized officials are up to date, sign the grant agreement, and endorse any prior approval actions.
- f) **Recipient Project Director** – The individual designated by the recipient who is responsible for the technical direction of the program or project.

## 2. Recipient Responsibilities

In accepting a PHMSA financial assistance award (grant or cooperative agreement), the Recipient assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the laws, rules, regulations, and Executive Orders governing grants and cooperative agreements, and these Award Terms and Conditions, including responsibility for complying with any provisions included in the award.

## 3. Compliance with Award Terms and Conditions

Submission of an application constitutes the Recipient’s agreement to comply with and spend funds consistent with all the terms and conditions of this award. If PHMSA determines that noncompliance by the Recipient cannot be remedied by imposing additional conditions, PHMSA may take one or more of the following actions, as appropriate in the circumstances:

- a) Temporarily withhold cash payments pending correction of the deficiency by the Recipient.
- b) Disallow all, or part of, the cost of the activity or action not in compliance.
- c) Wholly or partly suspend or terminate the Federal award.
- d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180.
- e) Withhold further Federal awards for the project or program.
- f) Take other remedies that may be legally available.

## 4. Order of Precedence

Any inconsistency or conflict in the terms and conditions specified in this award will be resolved according to the following order of precedence:

- a) The Federal statute authorizing this award or any other Federal statutes, laws, regulations or directives directly affecting performance of this award.
- b) Terms and Conditions of this award.

**5. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)**

The recipient (and any sub-recipients) must comply with these requirements including the cost principles which apply to the recipient, and the audit requirements the recipient must follow. A recipient which expends \$750,000 or more of federal funds, in the recipient's fiscal year, must have an audit conducted.

[2 CFR 200](#) is incorporated by reference into this award

**6. Restrictions on Use of Funds for Lobbying, Support of Litigation, or Direct Advocacy**

The Recipient and its contractors may not use grant funds for lobbying in direct support of litigation, or in direct advocacy for, or against, a pipeline construction or expansion project.

The Recipient and its contractors may not conduct political lobbying, as defined in the statutes, regulations, and [2 CFR 200.450](#)– “Lobbying,” within the Federally-supported project. The Recipient and its contractors may not use Federal funds for lobbying specifically to obtain grants and cooperative agreements. The Recipient and its contractors must comply with 49 CFR 20, U.S. Department of Transportation “New Restrictions on Lobbying.”

[49 CFR 20](#) is incorporated by reference into this award.

**7. Nondiscrimination**

The Recipient must comply with Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, be subject to discrimination under any program or activity receiving Federal financial assistance. The Recipient must comply with 49 CFR 21, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964”

[49 CFR 21](#) is incorporated by reference into this award.

In an effort to ensure that all Recipients of PHMSA funds are aware of their responsibilities under the various civil rights laws and regulations, the PHMSA Office of Civil Rights has developed an information tool and training. These documents are found on the PHMSA website at <https://www.phmsa.dot.gov/about-phmsa/civil-rights/grant-recipient-information>. If you should have any questions concerning your responsibilities under the External Civil Rights Program, please contact Rosanne Goodwill, Civil Rights Director, at 202-366-9638 or by e-mail at [rosanne.goodwill@dot.gov](mailto:rosanne.goodwill@dot.gov).

**8. Government-wide Debarment and Suspension (Non-procurement)**

The Recipient must review the “list of parties excluded from federal procurement or non-procurement programs” located on the System for Award Management (SAM) website before entering into a sub-award. <https://www.sam.gov> No sub-award may be issued to an

entity or person identified in the “list of parties excluded from federal procurement or non-procurement programs.”

**2 CFR 1200** “Non-procurement Suspension and Debarment” is incorporated by reference into this award.

The Recipient must inform the PAO if the recipient suspends or debars a sub-awardee.

**9. Drug-Free Workplace**

The Recipient must comply with the provisions of Public Law 100-690, Title V, Subtitle D, “Drug-Free Workplace Act of 1988,” which require the Recipient to take steps to provide a drug-free workplace. The Recipient must comply with **49 CFR 32**, “Government-wide Requirements for Drug Free Workplace (Financial Assistance)” which is incorporated by reference into this award.

**10. eInvoicing (PHMSA June 2018)**

Recipients of PHMSA grants and cooperative agreements must use the DOT Delphi eInvoicing System.

**a) Recipients’ Requirements:**

Recipients must:

- i. have internet access to register and submit payment requests through the Delphi eInvoicing system.
- ii. submit payment requests electronically, and receive payment electronically.

**b) System User Requirements:**

- i. Contact the assigned grant specialist directly to sign up for the system. PHMSA will provide the recipient’s name and email address to the DOT Financial Management Office. The DOT Financial Management Office will then invite the recipient to sign up for the system.
- ii. DOT will send the recipient a User Account Application form to verify identity. The recipient must complete the form, and present it to a Notary Public for verification. The recipient will return the notarized form as follows:

**Via U.S. Postal Service (certified):**

DOT Enterprise Services Center  
FAA Accounts Payable, AMZ-100  
PO Box 25710  
Oklahoma City, OK 73125

**Via FedEx or UPS:**

DOT Enterprise Services Center  
MMAC-FAA/ESC/AMZ-150  
6500 S. MacArthur Blvd.  
Oklahoma City, OK 73169

**Note:** Additional information, including training materials, and helpdesk support can be found on the DOT Delphi eInvoicing website

(<http://www.transportation.gov/cfo/delphi-einvoicing-system.html>)

**c) Waivers**

DOT Financial Management officials may, on a case by case basis, waive the requirement to register, and use, the electronic payment system. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.transportation.gov/cfo/delphi-einvoicing-system.html>) or by contacting the PHMSA Agreement Officer. Recipients must explain why they are unable to use or access the internet to submit payment requests.

## 11. Payments

Reimbursement payments will be made after the electronic receipt via the DOTeInvoicing System of "Request for Advance or Reimbursement" (Standard Form SF-270).

- a) Method of payment
  - i) The Government will make all payments under this agreement by electronic funds transfer (EFT), except as provided by paragraph (a)(ii) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
  - ii) If the Government is unable to release one or more payments by EFT, the Recipient agrees either to –
    - i) Accept payment by check or some other mutually agreeable method of payment; or
    - ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph d. of this clause).
- b) Recipient's EFT information. The Government will make payment to the Recipient using the EFT information contained in the System for Award Management (SAM) database. If the EFT information changes, the Recipient is responsible for providing the updated information into the System for Award Management (SAM) at: <https://www.sam.gov>
- c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
- d) Suspension of payment. If the Recipient's EFT information in the SAM database is incorrect, the Government is not obligated to make payment to the Recipient under this agreement until the correct EFT information is entered into the SAM database. An invoice or agreement-financing request is not a proper invoice for the purpose of prompt payment under this agreement.
- e) Recipient EFT arrangements. If the Recipient has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the SAM database, and the Recipient has not notified the Government of the payment receiving point applicable to this agreement, the Government will make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the SAM database.
- f) Liability for uncompleted or erroneous transfers.
  - i) If an uncompleted or erroneous transfer occurs because the Government used the Recipient's EFT information incorrectly, the Government remains responsible for –
    - i) Making a correct payment;
    - ii) Paying any prompt payment penalty due; and

- iii) Recovering any erroneously directed funds.
- ii) If an uncompleted or erroneous transfer occurs because the Recipient's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and –
  - i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Recipient is responsible for recovery of any erroneously directed funds; or
  - ii) If the funds remain under the control of the payment office, the Government will not make payment, and the provisions of paragraph d. of this clause apply.
- g) EFT and prompt payment. A payment will have been made in a timely manner in accordance with the prompt payment terms of this agreement if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- h) EFT and assignment of claims. If the Recipient assigns the proceeds of this agreement, the Recipient must require, as a condition of any such assignment, that the assignee register in the SAM database and be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause will apply to the assignee as if it were the Recipient. EFT information that shows the ultimate recipient of the transfer to be other than the Recipient, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph d. of this clause.
- i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Recipient's financial agent.
- j) Payment information. The payment or disbursing office will forward to the Recipient available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Recipient to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph a. of this clause, the Government will mail the payment information to the remittance address contained in the SAM database.

## 12. Advance Payment

49 CFR § 110.50 authorizes PHMSA to issue advance payments to grant recipients. Recipient must receive prior approval from PHMSA and must meet the required criteria for advance payments be made.

- a) Recipient must possess financial management systems that meet the standards for fund control and accountability as established in 2 CFR 200.302 for awards issued after that date. Recipient must ensure that advance payment requests are limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements in carrying out the purpose of the approved program or project.
- b) Recipient must deposit and maintain advance payments in insured accounts whenever

possible unless the recipient receives less than \$120,000 in federal awards from all sources or can demonstrate the best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances. \$250 for awards issued prior to December 26, 2014.

- c) Recipient submits advance payments based on cash payment needs and not accrued liabilities.
- d) Recipient must remain in compliance with the terms and conditions of their award.
- e) Recipient is not indebted to the United States Government.
- f) Recipient's SAM.gov registration is current and active at the time of the advance payment request.
- g) The recipient maintains supporting documentation in their files and makes them available upon request to PHMSA in order to determine if the costs adhere to the applicable cost principles, statutes and regulations. PHMSA will also monitor to ensure grantee has not requested advance payments beyond immediate disbursing needs and that excess balances were promptly returned to the Treasury.

### **13. Advance Payment Process**

To request an advance payment, log into the DOT Electronic Payment System (Delphi E-Invoicing), create and submit a standard invoice, and complete an SF270 form with the Advance Payment Request. This process is similar to requesting a reimbursement. The grant specialist assigned to your account will receive an email generated from the system with the invoice details.

- a) Advance payments must be fully disbursed (example: checks written, signed, and issued to the payees) within 30 days of the date you receive the advance funds from the U.S. Treasury.
- b) Advance payment requests should be submitted no earlier than 10 business days prior to the beginning of the period for which the funds are requested.
- c) PHMSA will check for all of the following criteria:
  - i. Your award balance is sufficient to meet the advance amount requested.
  - ii. Evaluations will be based on cash payments and not on accrued liabilities.
  - iii. You have satisfied program requirements including submission of required federal financial reports for prior quarters/periods.
  - iv. The request is for allowable expenditures.

### **14. Adherence to Original Project Objectives and Budget Estimates**

- a) The Recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by an award. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award, *and only with the written approval of the Program Authorizing Official or delegate.*



- b) The Recipient must submit any proposed change, that requires PHMSA's written approval, 30 days prior to the requested effective date of the proposed change. PHMSA will not approve any change to the award during the last 30 days of the award period.

**15. Prior Approvals**

- a) The following expenditures require the PAO's advance written approval:
  - i) Changes in the scope, objective, or key personnel referenced in the Recipient's proposal.
  - ii) Change in the project period. PHMSA must receive this request no later than 30 calendar days prior to the end of the project period. The Recipient must submit a revised budget indicating the planned use of all unexpended funds during the extension period.
- b) The Recipient must submit a revised financial estimate and plan for i) and ii) above.
- c) The PHMSA will notify the Recipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved.

**16. Contracting with Small Businesses, Small Minority-Disadvantaged Businesses, and Small Businesses which are Women-Owned, Veteran-Owned, Disabled Veteran-Owned or located in HubZone Areas**

- a) It is the Department of Transportation (DOT) policy to award a fair share of contracts to small businesses, small minority-disadvantaged business, and small businesses which are women-owned, veteran-owned, disabled veteran-owned or located in a HubZone. DOT is strongly committed to the objectives of this policy and encourages all Recipients of its Grants and Cooperative Agreements to take affirmative steps to ensure such fairness on the awarding of any subcontracts.
- b) The Recipient and any Sub-recipients are encouraged to take all necessary affirmative steps to assure that small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone are used when possible.
- c) Affirmative steps include:
  - i) Placing qualified small businesses, small minority-disadvantaged businesses, and small businesses which are women owned, veteran-owned, disabled veteran-owned, or located in a HUBZone on solicitation lists;
  - ii) Assuring that small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned or located in a HUBZone are solicited whenever they are potential sources;
  - iii) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone;
  - iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and Using the services and assistance of the U.S. Small Business Administration and the Office of the Small and Disadvantaged Business Utilization of the Department of Transportation, as appropriate.

**17. Seat Belt Use Policies and Programs**

In accordance with Executive Order 13043, the Recipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 85 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

**18. Ban on Text Messaging While Driving**

a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.

“Driving”-

- i) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
- ii) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

“Text messaging” --- means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, financial assistance recipients and subrecipients of grants and cooperative agreements are encouraged to:

- 1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving--
  - i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
  - ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- 2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as--
  - i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

c) *Assistance Awards*. All recipients and subrecipients of financial assistance to include: grants, cooperative agreements, loans and other types of assistance, shall insert the substance of this clause, including this paragraph (c), in all assistance awards.

**19. Rights in Technical Data**

Rights to intangible property under this agreement are governed in accordance with [2.CFR 200.315](#) - "Intangible Property."

**20. Notice of News Releases, Public Announcements, and Presentations**

The Recipient must have the PAO's prior approval for all press releases, formal announcements, or other planned written issuance containing news or information concerning this Agreement before issuance.

**21. Violation of Award Terms**

If the Recipient has materially failed to comply with any term of the award, the PAO may suspend, terminate, or take other remedies as may be legally available and appropriate in the circumstances. If PHMSA determines that a grantee's application contains material errors, false, fictitious, misleading, or fraudulent statements or claims, PHMSA may choose to not award a grant; or terminate an awarded grant, in whole or in part, consistent with 2 CFR 200.

**22. Reporting Fraud, Waste, or Abuse**

The DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. The number is: (800) 424-9071.

The mailing address is:  
DOT Inspector General Hotline  
1200 New Jersey Ave SE  
West Bldg. 7<sup>th</sup> Floor  
Washington, DC 20590  
Email: [hotline@oig.dot.gov](mailto:hotline@oig.dot.gov)  
Web: <http://www.oig.dot.gov/Hotline>

**23. Reporting Grantee Executive Compensation/First Tier Sub-Awards (PHMSA Oct, 2010)**

a) *Definitions*. As used in this provision:

"Executive" means an officer or any other employee in a management position.

"First-tier sub-award" means an award issued directly by the prime Awardee to a sub-awardee to provide support for the performance of any portion of the substantive project or program for which the award was received. A sub-award includes an agreement that the prime Awardee or a sub-awardee considers a contract.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Awardee's preceding fiscal year and includes the following:

i) Salary and bonus.

ii) Awards of stock, stock options, and stock appreciation rights.

iii) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v) Above-market earnings on deferred compensation which is not tax-qualified.

vi) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

b) **System for Award Management (SAM).** As a recipient of a Federal award you are required to register in the System for Award Management (SAM) at: <https://www.sam.gov>

c) **Notification to Sub-Awardees.** Awardees are required to report information on sub-awards. The law requires all reported information be made public; therefore, the Awardee is responsible for notifying its sub-awardees that the required information will be made public.

d) **Reporting of First-Tier Sub-Awards.** By the end of the month following the month of award of a first-tier sub-award with a value of \$25,000 or more, the Awardee shall report the information below at <http://www.fsrs.gov> for each first-tier sub-award. (The Awardee shall follow the instructions at <http://www.fsrs.gov> to report the data.) If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to report subcontractor awards. If a sub-awardee, in the previous tax year had gross income from all sources under \$300,000, the Awardee does not need to report awards made to that sub-awardee.

i) Unique identifier (9-digit Data Universal Numbering System (DUNS) number) for the sub-awardee receiving the award, and for the sub-awardee's parent company, if the sub-awardee has a parent company.

ii) Name of the sub-awardee.

iii) Amount of the sub-award.

iv) Date of the sub-award.

v) A description of the effort being provided under the sub-award, including the overall purpose and expected outcome or result of the sub-award.

vi) Sub-award number (assigned by the Awardee).

vii) Sub-awardee's physical address including street address, city, state, country, 9-digit zip code, and congressional district.

viii) Sub-awardee's primary performance location including street address, city, state, country, 9-digit zip code, and congressional district.

ix) The prime award number (assigned by PHMSA)

x) Awarding agency name. (PHMSA)

xi) Funding agency name. (PHMSA)

xii) Government awarding office code. (56)

xiii) Treasury account symbol (TAS) as reported in Federal Assistance Award Data System.

xiv) The applicable North American Industry Classification System (NAICS) code.

e) **Reporting Executive Compensation of Awardee.** If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to its executive compensation.

By the end of the month following the month of receipt of a prime award, and annually thereafter, the Awardee shall report the names and total compensation of each of the five most highly compensated executives for the Awardee's preceding completed fiscal year at <https://www.sam.gov> if, in the Awardee's preceding fiscal year, the Awardee received:

i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and

ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and

iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

f) **Reporting Executive Compensation of Sub-Awardees.** If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to report the executive compensation of sub-awardees. If a sub-awardee, in the previous tax year had gross income from all sources under \$300,000, the Awardee does not need to report the executive compensation of that sub-awardee.

By the end of the month following the month of a first-tier sub-award with a value of \$25,000 or more, and annually thereafter, the Awardee shall report the names and total compensation of each of the five most highly compensated executives for each first-tier sub-awardee for the sub-awardee's preceding completed fiscal year at <http://www.fsr.gov>, if in the sub-awardee's preceding fiscal year, the sub-awardee received:

i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and

ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and

iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation

information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

**24. 811, Call Before You Dig Program (PHMSA June 2014)**

Damage to pipelines during excavation is a leading cause of accidents resulting in serious injuries and fatalities, but these accidents are preventable, and you can help in preventing them.

811 is designated as the national call-before-you-dig number. Every state has a one-call law requiring excavators to have underground utilities marked before digging.

There are five steps to safer digging:

- 1) Make a free call to 811 a few days before digging.
- 2) Wait the required time – which is prescribed in state law but generally two to three days.
- 3) Locate/mark the utilities accurately. (This step applies to underground facility/utility owners.)
- 4) Respect the marks.
- 5) Dig with care.

The recipient is encouraged to adopt the “811, Call Before You Dig” program for its employees when digging on company-owned, leased, or personally-owned property. For information on how to implement such a program please visit the *811 – Call Before You Dig* section of Pipeline and Hazardous Materials Safety Administration’s (PHMSA’s) website at [www.phmsa.dot.gov](http://www.phmsa.dot.gov).

**25. Access to Electronic and Information Technology (PHMSA DEC 2013)**

Each Electronic and Information Technology (EIT) product or service, furnished under this award, must be in compliance with the Electronic and Information Technology Accessibility Standard (36 CFR 1194), which implements Section 508 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794d. The PHMSA Office of Civil Rights will respond to any questions, and will certify Section 508 compliance for the requirement. You can reach the PHMSA Office of Civil Rights at [phmsa.civilrights@dot.gov](mailto:phmsa.civilrights@dot.gov), or 202-366-9638.

**26. Combating Trafficking in Persons (PHMSA JULY 2016)**

PHMSA may terminate grants, cooperative agreements, or take any of the other remedial actions authorized under 22 U.S.C. 7104(g), without penalty, if the grantee or any sub-grantee, engages in, or uses labor recruiters, brokers, or other agents who engage in-

- a) severe forms of trafficking in persons;
- b) the procurement of a commercial sex act during the period of time that the grant, or cooperative agreement is in effect;
- c) the use of forced labor in the performance of the grant or cooperative agreement; or
- d) acts that directly support or advance trafficking in persons, including the following acts:

- i) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents.
- ii) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless-
  - 1) exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, or cooperative agreement; or
  - 2) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
- iii) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.
- iv) Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited.
- v) Providing or arranging housing that fails to meet the host country housing and safety standards.

**27. Prohibition on Awarding to Entities that Require Certain Internal Confidentiality Agreements (PHMSA FEB 2015)**

- a) The Recipient shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- b) The Recipient shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered herein are no longer in effect.
- c) The prohibition in paragraph (a) above does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- d) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (P.L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Recipient is not in compliance with the provisions herein.

The Government may seek any available remedies in the event the Recipient fails to comply with the provisions herein.

## 28. Copyrights

PHMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes:

- a) The copyright in any work developed under a grant, sub award, or contract under a grant or sub award; and
- b) Any rights of copyright to which a Recipient, sub recipient or a contractor purchases ownership with grant support.

## 29. Reporting

- a) *Biannual Federal Financial Report (FFR) (SF-425)* – The mid-year FFR provides an update on the status of funds for the first half of the performance period. This report is cumulative. The biannual FFR is due no later than 11:59pm Eastern Standard Time (EST), April 30<sup>th</sup> and December 30<sup>th</sup> of the performance year.
- b) *Biannual Performance Report* – The biannual performance report (form OMB Control Number: 2137-0586) provides the status of the activities performed during the first half of the performance period. The biannual performance report is due no later than 11:59pm Eastern Standard Time (EST), April 30<sup>th</sup> and December 30<sup>th</sup> of the performance year.
- c) *End of year financial report* – The end of year FFR closes-out the financial reporting for the performance period. An end of year FFR is due no later than 11:59pm Eastern Standard Time (EST), 90 days after the end of the performance period.
- d) *End of year performance report* – The final performance report (form OMB Control Number: 2137-0586) provides the status of the activities performed during the entire performance period. The end of year performance report is due no later than 11:59pm Eastern Standard Time (EST), 90 days after the end of the performance period.

A request for extension of the due date for a mid and end of year reports must be made in writing to PHMSA no later than 15 days before the reports are due. The request must include the reason for the request and the requested due date.



*Note: The following is a sample reporting template for submitting the Mid-Term Progress Reports. This format is suggested and preferred; however, the use of the report is within the grantee's discretion.*

**2021 TAG Program Grant Mid-Term Progress Report**  
**CFDA Number: 20.710**

**Award Number:** *[From Article I, Section 1.03 of your agreement]*

**Project Title:** *[From Article I, Section 1.03 of your agreement]*

**Date Submitted:** *[Date of report submission]*

**Submitted by:** *[Who is submitting; can be more than one person]*

**Specific Objective(s) of the Agreement**  
*(list the objectives of your grant project)*

**Expected Program Outputs**  
*(Cut and paste your programs expected outputs)*

**Accomplishments for this period (Item 1 under Article VIII, Section 8.01 Progress Report:**  
**“A comparison of actual accomplishments to the objectives established for the period.”)**

*[How are you progressing on each of the items/elements provided in the “Specific Objectives” and “Expected Program Outputs”? Start with an overall description followed by item-by-item or element-by-element detail if possible.]*

**Quantifiable Metrics/Measures of Effectiveness (Item 2 under Article VIII, Section 8.01 Progress Report:**  
**“Where the output of the project can be quantified, a computation of the cost per unit of output.”)**

*[This is difficult to explain across the board, but we're trying to get a gauge for how effective this grant work is in improving your program. If your grant is more data oriented, you likely had some sort of metrics in mind to improve upon. If so, what were those metrics and how is the data looking now compared to when the program started? If you pitched something more along the lines of public awareness, then how many stakeholders have you been able to reach? Even if you don't have the metrics fully defined, put whatever you can here. If you provided training, how many students successfully passed the final exam?]*

**Issues, Problems or Challenges (Item 3 under Article VIII, Section 8.01 Progress Report:**  
**“The reasons for slippage if established objectives were not met. “)**

*[If the project is progressing on schedule, simply state that there are no issues, problems or challenges to report. If there have been delays for any reason, explain what they are and how that may impact the grant work]*

**Mid-term Financial Status Report**

**Technical Assistance Grant 2021  
Mid-Term Report Template  
ATTACHMENT 2A**

*[Per the instructions in Article VIII, Section 8.02 of your agreement (included below), the financial status report should be submitted to the Agreement Administrator (AA) and the Agreement Officer's Representative (AOR). Please see instructions below and include supporting documentation such as invoices, receipts, spreadsheets, etc. However, if there are any issues with the Financial Status Report or additional explanation is needed, please provide that information here. If there are any delays for whatever reasons, these should be communicated to the AA and AOR in advance.*

*From Article VIII, Section 8.02 of your agreement: "During the performance of the grant, the Recipient must submit a mid-term Federal Financial Report, Standard Form 425 (SF-425), to report the status of funds. In addition to the SF-425, the Recipient should provide the breakdown of costs for each object class category (Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Other, and Indirect Charges)]*

**Plans for Next Period (Remainder of Grant)**

*[In most cases, this section should just mention your plans for the remainder of the project. However, if you anticipate changing the scope of the executed agreement or any reason, to include a no cost extension, modification, removal or addition of budget items, please explain here.]*

**Requests of the AO, AA, or AOR**

*[In most instances, any questions or actions requested of the AAO, AA, or AOR, such as grant modifications, should be addressed in advance of filing the report. If this is the case, simply state "No actions requested at this time" or explain any actions that are currently in process. However, please use this section to discuss these issues.*

*Note: The following is a sample reporting template for submitting the Final Reports. This format is suggested and preferred; however, the use of the report is within the grantee's discretion.*

**2021 TAG Program Grant Final Report  
CFDA Number: 20.710**

**Award Number:** *[From Article I, Section 1.03 of your agreement]*

**Project Title:** *[From Article I, Section 1.03 of your agreement]*

**Date Submitted:** *[Date of report submission]*

**Submitted by:** *[Who is submitting; can be more than one person]*

**Specific Objective(s) of the Agreement**

*[list the objectives of your grant project]*

**Expected Program Outputs**

*[Cut and paste from Article III. Workslope of your agreement.]*

**Accomplishments for the grant period (Item 1 under Agreement Article VIII, Section 8.03**

**Final Report:** "A comparison of actual accomplishments to the objectives established for the period.")

*[How did you progress on each of the items/elements provided in the "Specific Objectives" and "Workscope"? How did your progress compare with established objectives? Start with an overall description followed by item-by-item or element-by-element detail if possible.]*

**Quantifiable Metrics/Measures of Effectiveness (Item 2 under Article VIII, Section 8.03**

**Final Report:** "Where the output of the project can be quantified, a computation of the cost per unit of output.")

*[This may be difficult to explain for every grant project, but we're trying to get a sense of how effective this grant work has been in improving your damage prevention program. If your grant is more data oriented, you likely had some sort of metrics in mind to improve upon. If so, what were those metrics and how does the data look now compared to when the program started? If you're doing something along the lines of enforcement that involves incident review, how many cases have you been able to review/close and/or fines collected compared to before the grant work? If you are working on something more along the lines of public awareness, how many stakeholders have you been able to reach? Even if you don't have the metrics fully defined, put whatever you can here.]*

**Issues, Problems or Challenges (Item 3 under Article VIII, Section 8.03 Final Report:** "The reasons for slippage if established objectives were not met.")

*[If the project has successfully concluded on schedule, simply state that there are no issues, problems or challenge to report. If there have been delays for any reason, explain what they are and how they have impacted the grant work. For instance, with some States, even after an*

*agreement is in place, it has to be sent back to the Governor's office for approval, which takes more time than originally anticipated. Even if work began immediately after the agreement was in place, other delays could have been caused by personnel changes or issues that arose as the project progressed.]*

### **Final Financial Status Report**

*[Per the instructions in Article VIII, Section 8.03 of your agreement (included below), the financial status report should be submitted with this final report to the Agreement Administrator (AA) and the Agreement Officer's Representative (AOR). Please see instructions below and include supporting documentation such as invoices, receipts, spreadsheets, etc. However, if there are any issues with the Financial Status Report or additional explanation is needed, please provide that information here. If there are any delays for whatever reasons, these should be communicated to the AA and AOR in advance.*

*From Article VIII, Section 8.04 of your agreement: "At the end of the grant period, the Recipient must submit a Final Federal Financial Report, Standard Form 425 (SF-425), to report the status of all funds. In addition to the SF-425, the Recipient should provide the breakdown of costs for each object class category (Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Other, and Indirect Charges). The Final Financial Status Report must be submitted to the AOR and the AA via e-mail, no later than 90 days after the grant period end date (see Section 1.03). If possible this report should be submitted, along with the Final Report, within 30 days after the grant period end date."]*

### **Requests of the AOR and/or PHMSA**

*[In most cases, any questions or actions requested of the AOR and PHMSA (such as grant modifications) should have been addressed in advance of filing the report. If this is the case, simply state "No actions requested at this time" or explain any actions that are currently in process. However, if something has come up recently, or if you haven't been able to discuss with the AOR yet, please describe here.]*

Date: 10-19-21

**COUNCIL AGENDA ITEM**

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**RESOLUTION 2021-69:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE ASSIGNMENT OF LEASE AND ACCEPTANCE OF ASSIGNMENT BETWEEN ALTAIR AIRCRAFT LLC, MAURICE MYLEMANS AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT AND IDENTIFIED AS HARDSTAND 7; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE EXTENSION; AND PROVIDING AN EFFECTIVE DATE.**

**REQUESTED BY: BENTON STEGALL AIRPORT MANAGER  
PREPARED BY: CITY ATTORNEY**

**FISCAL IMPACTS:** Currently this hanger serves as a storage location for aircraft parts for another customer. With the changing of customers here, the expectation is to put more aircraft on the airfield and to bolster fuel sales.

**RECOMMENDED ACTION:** Staff recommends approval.

**ATTACHMENTS:**

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2021-69	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

**COUNCIL ACTION:**

APPROVED  
 DENIED

**RESOLUTION NUMBER 2021-69**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE ASSIGNMENT OF LEASE AND ACCEPTANCE OF ASSIGNMENT BETWEEN ALTAIR AIRCRAFT LLC, MAURICE MYLEMANS AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT AND IDENTIFIED AS HARDSTAND 7; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE EXTENSION; AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1.** The City Council hereby approves the Assignment of lease from Altair Aircraft, LLC to Maurice Mylemans and the appropriate City Officials are hereby authorized to execute the assignment of lease which is attached hereto as Exhibit "A".

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

**PASSED AND ADOPTED** a meeting of the City Council this 19<sup>th</sup> day of October, 2021.

**CITY OF WILLISTON, FLORIDA**

**BY:** \_\_\_\_\_  
Debra Jones, City Council President

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

**Approved as to Form and Legality:**

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

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

Return to:  
City of Williston, Florida  
Attn: City Clerk  
50 NW Main Street  
Williston, Florida 32696

This instrument prepared by:  
Folds & Walker, LLC  
527 E University Ave  
Gainesville, FL 32601

**ASSIGNMENT OF LEASE**

**WHEREAS**, the undersigned ALTAIR AIRCRAFT, LLC, a Florida Limited Liability Company (“ASSIGNOR”), in consideration of the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), in hand paid by MAURICE MYLEMANS, (“ASSIGNEE”), the receipt whereof is hereby acknowledged, has granted, bargained, assigned transferred and set over unto MAURICE MYLEMANS, that certain Memorandum of Land Lease and Building and Land Lease Agreement Construction Without Financing dated June 4, 2004, wherein the CITY OF WILLISTON is the LESSOR and CHARLES EDWARD GRAPER. is the LESSEE, and that subsequent assignment and assumption of lease dated February 2, 2015 and August 6, 2014, respectively, wherein CHARLES EDWARD GRAPER, was the ASSIGNOR and ALTAIR AIRCRAFT, LLC., was the ASSIGNEE, and that subsequent assignment and assumption of lease dated August 18, 2020, wherein SHERRY SUMPTER was the ASSIGNOR and SHADOW TRAILER, LLC, was the ASSIGNEE; said land lease being extended on July 17, 2009 to May 31, 2014, on July 10, 2014 to May 31, 2019 and on October 7, 2020 to May 31, 2024; which land lease covers the premises located in Levy County, Florida and described more specifically in the attached *Building and Land Lease Agreement Construction without Financing*, attached hereto as “Exhibit A”. :

ASSIGNEE hereby accepts this assignment and agrees to assume all obligations under the said lease and prior assignments and amendments.

IN WITNESS WHEREOF, the parties have executed this assignment of land lease and such is effective on the date executed by the last signing party.

**ASSIGNOR: ALTAIR AIRCRAFT, LLC**

By: \_\_\_\_\_  
Victor Espinosa, Authorized Agent and  
Manager of Altair Aircraft, LLC.

By: \_\_\_\_\_  
WITNESS

PRINTED NAME

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

WITNESS

\_\_\_\_\_  
PRINTED NAME

**STATE OF FLORIDA  
COUNTY OF LEVY**

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Victor Espinosa, Authorized Agent and Manager of Altair Aircraft, LLC., who is personally known to me or produced \_\_\_\_\_ as identification and did not take an oath.

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

(Remainder of page intentionally left blank)



**ACCEPTANCE OF ASSIGNMENT**

MAURICE MYLEMANS, does hereby accept the foregoing Assignment and by the execution hereof does hereby agree to be bound by the terms and obligations set forth herein and the land lease executed between Lessor and Lessee.

DATED this \_\_\_\_ day of October, 2021.

**MAURICE MYLEMANS**

By: \_\_\_\_\_  
WITNESS  
\_\_\_\_\_  
PRINTED NAME

By: \_\_\_\_\_  
MAURICE MYLEMANS  
5570 SW 194T LANE  
INGLIS, FL  
407-944-9400

By: \_\_\_\_\_  
WITNESS  
\_\_\_\_\_  
PRINTED NAME

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by Maurice Mylemans, who is personally known to me or produced \_\_\_\_\_ as identification and did not take an oath.

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

(Remainder of page intentionally left blank)

**CONSENT OF LESSOR**

CITY OF WILLISTON, pursuant to Paragraph 21 of the hereinabove referenced lease, does hereby consent to the foregoing Assignment and by the execution hereof does hereby agree to be bound by the terms and obligations set forth therein.

DATED this \_\_\_\_ day of October, 2021.

**CITY OF WILLISTON**

By: \_\_\_\_\_  
WITNESS  
\_\_\_\_\_  
PRINTED NAME

By: \_\_\_\_\_  
DEBRA JONES,  
PRESIDENT, CITY COUNCIL

By: \_\_\_\_\_  
WITNESS  
\_\_\_\_\_  
PRINTED NAME

ATTEST:  
By: \_\_\_\_\_  
LATRICIA WRIGHT,  
CITY CLERK

Doc# 481886  
09/21/2005 10:41AM  
Filed & Recorded in Official Records of  
LEVY COUNTY Danny J. Shipp

Prepared by ~~Norm D. Fugate~~  
Norm D. Fugate  
Attorney at Law  
Post Office Box 98  
Williston, Florida 32696



City of Williston  
P. O. Drawer 160  
Williston, Florida 32696



MEMORANDUM OF LAND LEASE

THIS MEMORANDUM OF LEASE entered into this 4 day of <sup>June</sup>~~May~~, 2004, by and between the CITY OF WILLISTON (the "Lessor"), and Charles Edward Graper, (the "Lessee"),

W I T N E S S E T H :

WHEREAS, the Lessor and the Lessee have entered into a Land Lease Agreement dated <sup>June</sup>~~May~~ 4, 2004, (the "Lease") pursuant to which the Lessor leases to the Lessee that certain real property herein described; and,

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

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

1. The Lessor has leased to the Lessee pursuant to the Lease the real property described with all rights, privileges and easements appurtenant thereto (collectively, the "Premises"), to wit:

From the point of reference where the centerline of Taxiway "D" intersects with Taxiway "E", go south along the centerline of Taxiway "E" 656 feet; then go west 58 feet to the Point of Beginning; then go north 105 feet, then go west 210 feet, then go south 210 feet, then go east 210 feet, then go north 105 feet to the Point of Beginning.

2. Unless sooner terminated as provided in the Lease, the initial term of the Lease is for 5 years, beginning on June 1, 2004 and ending on May 31, 2009. The Lessee has an option pursuant to the Lease to renew the Lease for additional five (5) year terms.

3. The Lease allows the Lessee to construct or place leasehold improvements upon the premises, however the Lessor's underlying fee interest shall not be subject to any construction lien related to such improvements.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Land Lease this 4 day of ~~May~~ <sup>June</sup>, 2004.

Attest:  
Barbara Henson  
City Clerk

LESSOR:  
CITY OF WILLISTON  
BY: Debra A. Jones  
President, City Council

LESSEE:  
Charles Graper  
Charles Edward Graper

STATE OF FLORIDA  
COUNTY OF LEVY

~~May~~ <sup>June</sup> The foregoing instrument was acknowledged before me this 4 day of ~~May~~ <sup>June</sup>, 2004, by Debra Jones, the President of the City Council of the City of Williston, and Barbara Henson, the City Clerk, on behalf of the City. They are personally known to me and did not take an oath.



Crystal W. Curl  
Notary Public

STATE OF FLORIDA  
COUNTY OF LEVY

~~May~~ <sup>June</sup> The foregoing instrument was acknowledged before me this 4 day of ~~May~~ <sup>June</sup>, 2004, by Charles Edward Graper, who  is personally known to me or produced \_\_\_\_\_ as identification, and did ~~not~~ take an oath.



Crystal W. Curl  
Notary Public

**BUILDING AND LAND LEASE AGREEMENT**  
**CONSTRUCTION WITHOUT FINANCING**

WHEREAS, the CITY OF WILLISTON, a political subdivision of the State of Florida, ("the Lessor"), maintains an airport commonly referred to as Williston Municipal Airport; and

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

WHEREAS, Charles Edward Graper, ("the Lessee"), is desirous of leasing a certain parcel at the said airport as is hereinafter described for the purpose of constructing a building for use as a hangar for aircraft storage;

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

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

From the point of reference where the centerline of Taxiway "D" intersects with Taxiway "E", go south along the centerline of Taxiway "E" 656 feet; then go west 58 feet to the Point of Beginning; then go north 105 feet, then go west 210 feet, then go south 210 feet, then go east 210 feet, then go north 105 feet to the Point of Beginning.

2. **TERM:** The initial term of this Lease shall be five years commencing on June 1, 2004, and ending at midnight, May 31, 2009. Should the Lessee hold over beyond the initial term or any renewal term without further extension of the term in accordance with the renewal terms of this lease, then the Lessee shall become a month to month tenant in accordance with law and upon the terms and conditions of this lease.
3. **RENT:** The rent for the first year of the initial term of this lease shall be \$1,500.00, paid in advance, together with all applicable sales tax. The rent for the initial and any renewal terms shall be adjusted each year on the annual anniversary date of the lease by multiplying the rent for the prior year by the percentage increase or decrease in the composite Consumer Price Index for the most recent prior twelve months, as published by the U.S. Department of Labor,

Bureau of Labor Statistics, and shall be payable in advance, on or before June 1 each year.

4. **NOTICES**: All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served by certified mail, return receipt requested, to Lessor, City of Williston at P.O. Drawer 160, Williston, Florida 32696-0160 and to Lessee, at 1015 N. County Road, #235, Newberry, Florida 32669, or to such other address as Lessor or Lessee may by writing to the other so designate. Notice to Lessee may also be served by personal delivery.
5. **WARRANTIES OF TITLE AND QUIET POSSESSION**: The Lessor covenants that Lessor is seized of the demised premises and owner in fee simple thereof with the full right to make this Lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the demised premises during the term hereof.
6. **USES PROHIBITED**: The Lessee shall not use or permit the demised premises or any part of same to be used for any unlawful purpose and the same shall be used only for the following purpose: aircraft storage.
7. **COMPLIANCE WITH LAWS**: During the term of this Lease, the Lessee shall comply with all laws of the City of Williston, State of Florida and the U.S. Government, breach of which shall be cause for cancellation of this Lease. The Lessee shall abide by all applicable regulations as set forth in City Ordinance 404, together with any future amendments to said ordinance. The violation of any provision of the said ordinance, as evidenced by a final determination by the City's code enforcement board or a court of law, shall be conclusively deemed a default under this lease and shall not be subject to the notice requirements or cure provisions set forth in the default section of this lease. The Lessee further covenants that the said premises shall not be used for any purpose which might cause forfeiture of the Lessor's title to the said premises.
8. **CONSTRUCTION**: The Lessee, at its sole cost and expense, does covenant and agree with the Lessor that it shall construct upon the said premises a building for its use, said building to consist of approved construction that will comply with the Southern Standard Building Code and with all code requirements of the City of Williston; and said construction shall be built in a good and workmanlike manner and that the construction shall be free and clear of any and all liens or encumbrances of whatsoever kind and nature.

9. **PRIOR TO CONSTRUCTION** : It is understood and agreed by and between the parties hereto that the Lessee shall be responsible for any and all site preparation, clearing, paving, utilities and removal of fences and reconstruction thereof if the same is necessary; that the Lessee shall also furnish to Lessor, for its approval prior to construction, site plans, building location, architectural prints and other information concerning and including plans for the construction.
10. **COMPLETION OF CONSTRUCTION** : The Lessee covenants and agrees that the construction of the said buildings shall commence within one year and be completed within 240 days of the date of commencement. In the event the construction is not completed as contemplated herein, this Lease shall become null and void and the rentals due shall be paid and the rentals paid shall be forfeited.
11. **SIGNS** : Except with the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior of the demised premises or within the demised premises that are visible from outside such premises.
12. **LESSORS RIGHT OF ENTRY** : The Lessee at all times shall permit Lessor or its agents to enter into and upon the premises and buildings for the purpose of inspecting the same.
13. **PREMISES IMPROVEMENTS UPON TERMINATION** : Lessee may, at its own expense and only upon written approval by Lessor, make alterations and improvements to the Premises as necessary for the conduct of its business. Lessee specifically agrees that any and all improvements, except signs, equipment and trade fixtures installed, located upon the said premises shall become the property of the Lessor upon termination of this lease.
14. **RIGHT OF WAY USE** : Subject to reasonable regulations imposed regarding airport access, Lessor grants to Lessee, its employees, agents, suppliers, customers and invitees, a non-exclusive right during the term of this Lease, the right of way for ingress and egress, over, across and upon the designated right of way to State Road 121.
15. **OTHER RIGHTS RESERVED BY LESSOR** : In addition to all rights reserved by Lessor in and to the demised premises, Lessor expressly reserves the right to further develop or improve any area of the airport and its industrial parks, as the Lessor deems proper,

regardless of the desires and views of the Lessee and without interference or hindrance; maintain and keep in repair, but without obligation to Lessee, the airport and industrial parks of the airport and all publicly owned facilities of the airport; and take any action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent the Lessee from conducting any practice that may be detrimental to the airport and industrial parks which in the opinion of the Lessor would limit the usefulness of the airport and its industrial parks or constitute a hazard to such.

16. **UTILITIES:** The Lessee agrees to pay all charges for any and all utilities in or about the premises whether the same be telephone, electricity, water, sewer, gas or the like. Lessee further agrees that if, at any time during the term of this lease agreement, the City commences providing City utility services to the airport property, the Lessee will purchase such utility services from the City. Lessee further agrees to take delivery of all City of Williston utilities when each utility service is made available. At the option of Lessee and upon Lessor's concurrence, Lessee may choose to have the Lessor provide all City utility services to the leased premises as a part of the rent payment pursuant to paragraph 3 hereof. If Lessee chooses this option, Lessor shall adjust each month's rent to Lessee so as to reimburse Lessor for its cost of providing such City utility services, said cost to be determined as established by the City's appropriate utility tariffs based on Lessee's monthly metered consumption.
17. **REPAIRS AND MAINTENANCE:** Lessee agrees to make, at its own cost and expense, any or all repairs or work necessary to maintain the Premises and Buildings located on the Premises.
18. **INSURANCE:**
- (a) Lessee agrees to obtain replacement value fire and extended coverage insurance on the building. Any insurance coverage of other property owned by Lessee is solely the responsibility of Lessee.
  - (b) The Lessee shall carry liability insurance in the minimum amount of \$500,000.00 per accident, \$1,000,000 aggregate, in order to secure the obligations of Lessee under the following paragraph and cause to be added as party insured under such policy the Lessor and to furnish the Lessor with a certificate of such insurance, together with a receipt showing the premium has been paid.
  - (c) At any time after occupancy of the premises by the Lessee, the Lessee agrees to allow an inspection by the Landlord and/or the Florida Department of Environmental Protection, (the "DEP"), to determine the extent of storage or use of hazardous materials and to



determine an appropriate amount of pollution insurance. The Lessee agrees to obtain pollution insurance, with the Lessor listed as an additional insured party, in an amount as reasonably required by the Lessor within 15 days of written notice.

- (d) All policies of insurance shall contain the clause that the same shall not be canceled except and until fifteen (15) days after written notice to the Lessor.

19. **INDEMNIFICATION OF LESSOR**: Lessor shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person who may at any time be using, occupying or visiting the demised premises or be in, on, or about the premises, whether such loss, injury, death or damage shall be caused by or in any way result from or rise out of any act, omission or negligence of Lessee or any occupant, sub-tenant, visitor or user of any portion of the premises, or shall result from or be caused by an other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth. Lessee shall indemnify Lessor against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage.

20. **TAXES**: All taxes, assessments and charges on lands or improvements and obligations upon the demised premises shall be promptly paid by the Lessee when due. The Lessee shall have the right from time to time to contest or protest or review by legal proceedings any such other manner as may be provided by law such taxes or assessments imposed by governmental authorities and to institute such proceedings in the name of itself as well as the Lessor as it may deem necessary; provided, however, that any expense incurred by reasons thereof shall be borne by the Lessee and such proceedings shall be conducted free of any expense to the Lessor.

21. **ASSIGNMENT AND SUBLETTING**: The Lessee shall not assign nor sublet its right, title or interest in or to all or any portion of the Premises or the leasehold improvements without first obtaining the prior written consent of the Lessor, provided, however, that such consent shall not be unreasonably withheld; and provided further that the Lessee shall remain directly and primarily liable for the performance of the terms and conditions of this Lease; provided further that no such assignment or subletting shall be made to any person for any purpose other than that set forth in this Lease.

22. **DEFAULT**: In the event the Lessee should fail to pay any of the rental reserved herein for a period of more than ten (10) days after the same shall become due and payable or if the Lessee shall fail to

keep or shall violate any of the other conditions, stipulations or agreements as are herein contained then such failure or violation shall continue for a period of fifteen (15) days after the Lessee shall have been notified, then and in that event the Lessor at its option may either terminate this Lease or re-enter the demised premises by summary proceedings or otherwise and expel Lessee and remove all property therefrom and relet the premises at the best possible rent obtainable, making reasonable efforts therefor and receive the rent therefrom; but Lessee shall remain liable for the deficiency, if any, between the Lessee's rent hereunder and the price obtained by the Lessor on reletting; however, a default (except as to payment of rentals) shall be deemed cured if the Lessee in good faith commences performance requisite to cure same within fifteen (15) days after receipt of notice and shall continuously pursue with reasonable diligence the performance required to cure such default, except that Lessee shall not be allowed an opportunity to cure a re-occurring default of the type which has been previously noticed by the Lessor and cured by the Lessee. Lessor may recover reasonable attorneys' fees and costs incurred by Lessor for any action or proceeding to collect on or enforce this lease, or to secure any rights due Lessor under this lease.

23. **CONDEMNATION:** In the event the entire premises hereby leased are taken in condemnation proceedings, the Lessee may cancel the Lease; should a substantial part of said premises be so taken, the Lessee may cancel this Lease or at its option retain the remainder of the premises, which shall be restored to tenantable condition, then the rental shall be apportioned; the rental thereafter shall be reduced in proportion to the amount of loss as a result of condemnation proceedings.
24. **CLEANLINESS:** Lessee shall at all times keep the grounds and any building or buildings in a reasonably neat and orderly condition and shall keep the entryways and delivery areas adjoining the building reasonable clean and free from rubbish and dirt. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the said premises and shall commit or suffer no waste of the said demised premises or maintain any nuisance thereon.
25. **DESTRUCTION OF PREMISES:** In the event of damage to or destruction of the building or buildings which are to be erected on said real property pursuant to the terms of this Lease, during the term of said Lease, Lessee shall forthwith repair or rehabilitate the same. Such damage or destruction shall in no wise annul or void this Lease.

26. **LATE PAYMENT PENALTY:** All lease payments that are not paid by the due date are considered delinquent and shall be assessed a five (5) percent penalty which shall be considered a part of the rent and shall be due and payable with the rent payment.
27. **OPTION TO EXTEND TERM OF LEASE :** Conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, Lessor does hereby grant to Lessee an option to extend the lease term for seven additional five year terms, with the rent adjusted according to paragraph 3, and provided that the Lessee, prior to the end of the first five year term, gives sixty days written notice of its intent to exercise its option. Lessee's right to renew shall be conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, and any non-compliance with any term or provision of this lease by Lessee, regardless of whether notice was given by Lessor or whether the non-compliance was cured, shall constitute sufficient cause by Lessor to refuse renewal of this lease.
28. **BANKRUPTCY:** The Lessee agrees that if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety days after such appointment, then the Lessor may, at its option, declare the termination of this Lease agreement shall forthwith be entitled to immediate possession of the Premises.
29. **END OF TENANCY :** The Lessee will yield up the Premises and all additions thereto (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.
30. **PART OF MUNICIPAL AIRPORT :** It is understood and agreed by and between the parties hereto that the said property is a portion of the Williston Municipal Airport and, therefore, notwithstanding anything contained that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport.

This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Lessor acquired the subject property from the United States of America and shall be given only such effect as will not conflict

or be inconsistent with the terms and conditions contained in the lease of said lands from the Lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Lessor pertaining to the Williston Airport.

31. **NONDISCRIMINATION:** The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) and that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, department of transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to re-enter and as if said Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed including exercise or expiration of appeal rights.

32. **AIRPORT PROTECTION:** Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

The Lessee expressly agrees to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

The Lessee expressly agrees to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

33. **SUBROGATION CLAUSE:** The Lessor and Lessee shall waive all rights, each against the other, and against those holding under or through the Lessor or Lessee, for damages caused by fire or other perils to the extent covered by insurance where such damages are sustained in connection with the occupancy of the Premises.
34. **HAZARDOUS MATERIALS:** The Lessee shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of on, in, under or about the airport, without the prior written consent of the Lessor. To the fullest extent permitted by law, Lessee hereby agrees to indemnify, defend, protect and hold harmless Lessor and Lessor's Agents, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, loss or restriction on use of rentable space or of any amenity of the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term directly or indirectly from the presence of Hazardous Materials on, in or about the Premises which is caused or permitted by Lessee or Lessee's Agents. This indemnification includes, without limitation, any and all costs incurred in connection with any investigation of site conditions or any clean up remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of such Hazardous Material in, on or about the Premises or the soil or ground water on or under any building or any portion thereof.

The Lessee shall promptly notify the Lessor of any release of Hazardous Materials at the airport, whether caused by the Lessee or any other persons or entities.

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

The Lessor shall have the right, but not the obligation, to inspect, investigate, sample and/or monitor any property at the airport, including any soil, water, groundwater or other sampling,

and any other testing, digging, drilling or analyses, at any time, to determine whether the Lessee is complying with the requirements of this section, or of any other law, and in connection therewith, the Lessee shall provide the Lessor with full access to all relevant facilities, records and personnel.

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

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

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

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

35. **STORMWATER POLLUTION:** Lessee agrees to prepare and adhere to a Stormwater Pollution Prevention Plan that meets the requirements of federal and state law and that is approved by Lessor. Lessee agrees to provide a copy of said plan to Lessor.
36. **LITIGATION VENUE:** The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts

shall take place in Levy County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Northern District of Florida.

37. **BENEFIT:** This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the legal representatives successors and assigns of the parties hereto.

38. **ENTIRE AGREEMENT:** This lease contains the entire agreement of the parties. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. Any such modification on the part of the Lessor shall not be effective unless considered at a public meeting and approved by majority vote of the Williston City Council.

39. **MEMORANDUM OF LAND LEASE AGREEMENT:** The parties hereto agree to execute a memorandum of this Land Lease Agreement to be recorded with the Clerk of Courts of Levy County, Florida on or before sixty (60) days after the date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate this 4 day of ~~May~~, 2004.  
June.

LESSEE:  
CHARLES EDWARD GRAPER  
Charles Graper

LESSOR:  
CITY OF WILLISTON  
BY: Debra A. Jones  
PRESIDENT, CITY COUNCIL

ATTEST: Barbara Hanson  
CITY CLERK

**Date: 10/19/2021**

**COUNCIL AGENDA ITEM**

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**RESOLUTION 2021-70:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE A PURCHASE ORDER FOR THE WILLISTON MUNICIPAL AIRPORT FOR TWO METAL BUILDINGS FOR EQUIPMENT STORAGE**

**REQUESTED BY: BENTON STEGALL AIRPORT MANAGER**

**PREPARED BY: BENTON STEGALL AIRPORT MANAGER**

**FISCAL IMPACTS:** Currently several pieces of equipment are not covered and therefore left out in the elements daily. The purchase of these two carports would allow us to store all of our equipment and get them out of the elements. This will significantly reduce wear on our equipment and reduce maintenance costs in the long term. Funding will come from a budget amendment that is required for the timber sale.

**RECOMMENDED ACTION:** Staff recommends approval.

**ATTACHMENTS:**

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2021-70	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

**COUNCIL ACTION:**

APPROVED  
 DENIED



**RESOLUTION NUMBER 2021-70**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE A PURCHASE ORDER FOR THE WILLISTON MUNICIPAL AIRPORT FOR TWO METAL BUILDINGS FOR EQUIPMENT STORAGE**

WHEREAS, the City of Williston generally agreed to approve the purchase two metal buildings for equipment storage

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

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

**Section 2.** The City Council hereby approves the amendment of to the public transportation grant agreement as described in

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

**PASSED AND ADOPTED** a meeting of the City Council this 19<sup>th</sup> day of October, 2021.

**CITY OF WILLISTON, FLORIDA**

**BY:** \_\_\_\_\_  
Debra Jones, City Council President

**ATTEST:**

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



Corporate Office  
P.O. Box 776  
Starke, FL 32091

QUOTE



QUOTE

Main Office: 352-468-1110  
Fax: 352-468-1113

Dealer Shed Masters, LLC Dealer Phone No. 352-528-2741 Date 10.4.21  
Customer Name Ben Siegel - William Airport County Levy Tax% (Where Delivered) EXEMPT  
Address 1800 SW 19th Ave City Williston State FL Zip 32696  
Phone: Work (352) 528-4900 Home/Cell (352) 266-5792

Email:

UNIT SIZE	W. 30' L. (Roof) 41' Hl. 12' Ga. 14	12	Roof
NOTE: FRAME 1 FT. SHORTER THAN ROOF LENGTH			\$22,676.10
COLOR	TOP <u>VDY</u> SIDES <u>VDY</u> TRIM <u>COLO BROWN</u>		Discount
WAINSCOT	TOP COLOR BOTTOM COLOR	\$	Price
①	30' X 41' Vertical	8115.45	Tax EXEMPT
	12' Legs	1336.20	Surtax
	Close Both Sides	1886.40	Price
			Deposit (Before Tax) 15% = 3401.42
			SM DISC. (300)
			Total Deposit = 3051.42
②	30' X 41' Vertical	8115.45	Connection Fee
	12' Legs	1336.20	Engineering = 600.
	Close Both Sides	1886.40	Runner Fee = 200.
			Additional Labor
			Balance Due:
			\$19,274.68
			\$19,631.31

Permit Services provided by Carports Anywhere (additional cost)  
\$ 200 if using

\*(Carports Anywhere is ONLY licensed for building and concrete permits) (EX. No electric/plumbing)

Building Permit	<input checked="" type="checkbox"/> Carports Anywhere	<input checked="" type="checkbox"/> Customer Permit
Concrete Permit	<input type="checkbox"/> Carports Anywhere	<input type="checkbox"/> Customer Permit
Existing Concrete	Was Existing Concrete Permitted? YES or NO	

Diagram  
Risk Level II COMM.  
Engineering: One set to be used for both bldgs as they are  
Runner Feet identical.  
\*Eng. to be prepaid

\*Underground water/power/phone lines (etc.) are the customer's responsibility.  
\*Installed on level land (Concrete/land that is more than 3" out of level will cause additional labor charges and or payment in full of building)

**BINDING PURCHASE CONTRACT**

This purchase contract (the "Agreement") is made between Carports Anywhere Inc and \_\_\_\_\_ (the "Buyer").

Buyer agrees, after being fully educated about Carports Anywhere Inc various products, to buy, and Carports Anywhere agrees to sell, pursuant to the terms in this Agreement. The buyer has read and understands the terms of this Agreement, including the items described above and the terms listed on the attached paper of this document which terms are expressly incorporated herein by reference, as well as, any and all relevant warranty information, and agrees to be bound by the same. ( There is a 3.0% surcharge for all credit card charges with Carports Anywhere Inc ).

Customer Signature: \_\_\_\_\_ Authorized Dealer Signature: \_\_\_\_\_

Dealer White Copy • Accounting Yellow Copy • Customer Pink Copy

Printed by Broward Adv. 904-864-7400



# QUOTE

9770 NE State Road 24  
Archer, FL 32618

352-486-2113  
Salesman: Mike

Quote for: City of Williston  
1800 SW 19th Ave  
Williston, FL 32696

Date: 09-23-2021  
Phone: 352-628-4900

2	30' W x 40' L x 12' H	22,400.00
	Vertical Carport with	
	Both 40' sides enclosed	
	approximately 4 weeks to install	
	land must be level within 4"	
	TAX	0.00
	<b>TOTAL</b>	<b>22,400.00</b>

**NOTES:**  
the steel market is very volatile, prices may change  
\*permits are the buyer's responsibility  
\*prices subject to change without notice

Down Payment: 3,684.00  
Monthly: \_\_\_\_\_





## PURCHASE ORDER REQUEST FORM

<b>Date:</b> 10/01/2021		<b>Date Required:</b> ASAP	
<b>Vendor Name</b> SHED MASTERS LLC			
<b>Address</b> 821 SW 6 <sup>TH</sup> AVE.			
<b>City, State, Zip:</b> WILLISTON, FL. 32696			
<b>Phone</b> 352-528-2741			
<b>QUANTITY</b>		<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
<b>2 EA</b>	<b>METAL CARPORT 30' X 41' WITH 12' LEGS WITH BOTH SIDES CLOSED</b>	<b>\$11,338.05</b>	<b>\$22,676.10</b>
		<b>TOTAL</b>	<b>\$22,676.10</b>

Fund	Department	Division	Type/Object

**Benton Stegall**

Department Head  
Name (Print)

Department Head Signature

Finance Approval  
**1534**

City Manager Approval

**10/9/2021**

Purchase Order  
Number Assigned:

Date Number Assigned

### INSTRUCTIONS

**Please print legibly and complete the entire form**

- Vendor Name:** The vendor's name, complete mailing address, telephone number, and fax number are ALL required. If there is more than one address for this vendor, then indicate the address where the purchase order is to be sent. If the vendor is an individual, the person's legal name must be provided with middle initial, i.e., William E. Smith (not Bill Smith).
- Date:** Date of the request.      **Date Required:** Date by which delivery is needed.
- Quantity, Description, Unite, Price & Total Price:** For each item provide quantity, a complete description and the unit price.
- Purchase Order Number:** Assigned by Purchasing Department.

**Required Attachments:**

1. Formal Request for Bid or Formal Request for Quotes and
2. Original Vendor Quotes or Proposal and
3. Quote or Bid Tabulation Sheet and
4. Resolution Approving Bid or Approval of City Manager



CITY OF  
**WILLISTON**  
FLORIDA

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

DATE: 10/09/2021

PO NUMBER: 1534

To: SHED MASTERS  
821 SW 6 AVE.  
WILLISTON, FL. 32696

DELIVER To: CITY OF WILLISTON  
25 SW 1 AVE  
WILLISTON, FL. 32696

**Quantity: Description: Unit Price: Total Price**

Quantity:	Description:	Unit Price:	Total Price
2 EA.	METAL CARPORT 30' X 41' WITH 12' LEGS WITH CLOSED SIDES	\$11,338.05	\$22,676.10

**TOTAL \$22,676.10**

INSTRUCTIONS TO VENDOR: Mail all invoices in duplicate

Purchase Order Number, to the Purchasing Department, City of Williston, immediately upon shipment of goods. Show cash discount on all invoices. Please acknowledge ThisPurchase Order.

CITY OF WILLISTON, FLORIDA

*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 – DEBRA JONES  
Vice President – MARGUERITE ROBINSON  
Council members -MICHAEL COX – Darfeness Hinds – ELIHU ROSS  
City Manager –JACKIE GORMAN / City Clerk – LATRICIA WRIGHT