

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

DATE: TUESDAY, SEPTEMBER 20, 2022
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Charles Goodman
Council President Debra Jones
Vice-President Marguerite Robinson
Councilmember Michael Cox
Councilmember Zach Bullock
Councilmember Elihu Ross

OTHERS:

Interim City Manager Terry Bovaird
City Attorney Scott Walker
City Clerk Latricia Wright
Attorney Kiersten Ballou
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 5-8)

- Council minutes from September 6, 2022

ITEM – 4 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- INTERIM CITY MANAGER TERRY BOVAIRD
- STAFF
- COUNCIL

ITEM – 5 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: WILLISTON RESIDENT GLINDA ROTHSCINK. REGARDING SEWER SERVICES.
- B. JULY 2022 FINANCIAL REPORT. FINANCE DIRECTOR STEPHEN BLOOM. (pp 9-31)
- C. PURVIS, GRAY & COMPANY, LLP-SERVICES AGREEMENT. FINANCE DIRECTOR STEPHEN BLOOM. (pp 32-42)

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

OPENING PUBLIC HEARING

- D. 2nd READING ORDINANCE 2022- 698. AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, MAKING CERTAIN FINDINGS AND DETERMINATIONS; AMENDING SECTIONS 40-141 THROUGH 40-145 OF THE CODE OF ORDINANCES, CITY OF WILLISTON, FLORIDA; ADOPTING ENACTING, AND PROVIDING FOR ELECTRIC UTILITY RATEMAKING BY RESOLUTION; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER. (pp 43-50)

CLOSE PUBLIC HEARING

- E. RESOLUTION 2022-66: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE WILLISTON CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR DEVELOPMENT OF AN ORDINANCE FOR GOLD CART AND RELIGIOUS TRANSPORTATION ON CITY STREETS WITH WRIGHT-PIERCE, INC.; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER.(pp 51-56)
- F. RESOLUTION 2022-67: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA., ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON COUNCIL PRESIDENT TO SIGN AN AGREEMENT WITH AFSCME ON BEHALF OF THE GENERAL EMPLOYEES; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER. (pp 57-88)
- G. RESOLUTION 2022-68: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON COUNCIL PRESIDENT TO AUTHORIZE THE PURCHASE OF TWO RECLOSER REPLACEMENT PARTS; AND PROVIDING AN EFFECTIVE DATE. INTERIM CITY MANAGER TERRY BOVAIRD/PUBLIC WORKS SUPERVISOR DONALD BARBER.(pp 89-90)
- H. RESOLUTION 2022-69: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, AMENDING THE INFRAMARK, LLC CONTRACT TO PROVIDE FOR AN EXTENSION OF THE TERM OF THE EXISTING CONTRACT; PROVIDING AN EFFECTIVE DATE. FINANCE DIRECTOR STEPHEN BLOOM. (pp 91-99)
- I. RESOLUTION 2022-70: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE THE TERMINATION AGREEMENT REGARDING THE PUBLIC TRANSPORTATION GRANT AGREEMENT EXECUTED ON MAY 12, 2022, FDOT PROJECT NUMBER 425471-2 WILLISTON MUNICIPAL AIRPORT – TRANSIENT TURF APRON PROJECT. AIRPORT MANAGER BENTON STEGALL.(pp 100-103)

CITY OF WILLISTON, FLORIDA
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- J. RESOLUTION 2022-71: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT FOR FINANCIAL PROJECT NUMBER 4444473-1-94-23 REGARDING THE WILLISTON MUNICIPAL AIRPORT – NEW HANGAR BUILDINGS; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 104-143)
- K. RESOLUTION 2022-72: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, TO BE KNOWN AS THE NORTHERN TURNPIKE EXTENSION “NO BUILD RESOLUTION” REQUESTING THE HONORABLE GOVERNOR RON DESANTIS AND THE SECRETARY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION TO DIRECT THE DEPARTMENT TO ADOPT A “NO BUILD” OPTION FOR THE NORTHERN TURNPIKE EXTENSION THAT MAY BE PROPOSED T RUN THROUGH OR NEAR THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA AMONG OTHER COMMUNITIES THAT WOULD ALSO BE NEGATIVELY IMPACTED BY THE PROPOSED ROUTE; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. (pp 144-147)
- L. RESOLUTION 2022-73: A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA, APPOINTING TERRY BOVAIRD AS THE INTERIM CITY MANAGER, REPEALING ALL RESOLUTIONS IN CONFLICT, AND ESTABLISHING AN EFFECTIVE DATE. COUNCIL PRESIDENT DEBRA JONES. (pp 148-150)

ITEM – 6 – PUBLIC PARTICIPATION

ITEM - 7 - ANNOUNCEMENTS

ITEM – 8 – ADJOURNMENT

NEXT SCHEDULED COUNCIL MEETING OCTOBER 4, 2022, AT 6:00 P.M.

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

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

Meeting ID: 069017976

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

One tap to join audio only from a smartphone:
+16504191505,, 069017976/# United States (San Mateo, CA)

Or dial:

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

Access Code / Meeting ID: 069017976

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

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

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

Council Meeting Procedures for members of the Public

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

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

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

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

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

DATE: TUESDAY, SEPTEMBER 6, 2022
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Charles Goodman
Council President Debra Jones
Vice-President Marguerite Robinson
Councilmember Michael Cox
Councilmember Zach Bullock
Councilmember Elihu Ross-absent

OTHERS:

City Manager Jackie Gorman-absent
City Attorney Scott Walker-absent
City Clerk Latricia Wright -absent
Attorney Kiersten Ballou
Dep.City Mgr Deanna Nelson-absent

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Opening prayer and pledge led by Mayor Goodman.

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

Motion to approve by Vice President Robinson. Seconded by Councilmember Bullock.

ITEM – 2 – PROCLAMATION CONSTITUTION WEEK. MAYOR CHARLES GOODMAN.

Proclamation read by Mayor Goodman.

ITEM – 3 – PROCLAMATION: CELEBRATING NATIONAL HISPANIC HERITAGE MONTH. MAYOR CHARLES GOODMAN.

Proclamation ready by Mayor Goodman

ITEM – 4 – PUBLIC PARTICIPATION -comments from the following residents regarding utility rates:

Cassandra Williams
Barbara Berry-commented on Commemoration of late husband.
Nancy Vallerio
Stephanie Whitehurst
Jennifer Benton
Jason Owenby
Crystal Wilcox
Robert Starke
Duane Williams -Boil water notice
Joab Penny
Drew Myhree
Albert Fuller – Commented on Citizen of Clarity of Government
Jackie Appling – thanked everyone for help getting park bench.

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

ITEM – 5 – CONSENT AGENDA – Motion to approve by Vice-President Robinson.
Seconded by Councilmember Bullock.

- Council minutes from August 16, 2022

ITEM – 6 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER JACKIE GORMAN - none
- STAFF- none
- COUNCIL – none

B. RESOLUTION 2022-53: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA APPROVING THE 2022-2023 HOLIDAYS SCHEDULE, AND APPROVING FOR AN EFFECTIVE DATE. DONALD BARBER, PUBLIC WORKS SUPERVISOR.

Motion to approve Resolution 2022-53 by Councilmember Cox. Seconded by Councilmember Bullock. Motion carried 4-0.

C. RESOLUTION 2022-62: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING A PURCHASE OF REPLACEMENT LIGHTING FOR CITY HALL PARKING LOT BALLASTS; AND PROVIDING AN EFFECTIVE DATE. DONALD BARBER, PUBLIC WORKS SUPERVISOR.

Motion to approve Resolution 2022-62 by Vice-President Robinson. Seconded by Councilmember Bullock. motion carried 4-0.

ITEM – 7 – NEW BUSINESS –

A. DISCUSSION WITH POSSIBLE ACTION: CITY MANAGER RESIGNATION. COUNCIL PRESIDENT DEBRA JONES.

Motion by Vice-President Robinson to release City Manager of her duties paying wages through September 9th. Seconded by Councilmember Bullock. Motion carried 4-0.

B. DISCUSSION WITH POSSIBLE ACTION: ACCEPTING DEPUTY CITY MANAGER/HR DIRECTOR RESIGNATION. COUNCIL PRESIDENT DEBRA JONES.

Motion by Councilmember Bullock to release Deputy City Manager/HR Director of her duties, paying wages through September 9th. Seconded by Vice-President Robinson. Motion carried 4-0.

C. DISCUSSION WITH POSSIBLE ACTION: APPOINTING INTERIM CITY MANAGER. COUNCIL PRESIDENT DEBRA JONES.

Motion by Councilmember Bullock to appoint Terry Bovaird as Interim City Manager. Seconded by Vice-President Robinson. Motion carried 4-0.

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

- D. DISCUSSION WITH POSSIBLE ACTION: DONATING OLD SURPLUS A/C TO WAG. COUNCIL PRESIDENT DEBRA JONES.
Asked to bring back to Council with WAG information.
- E. DISCUSSION WITH POSSIBLE ACTION: ROOM FOR CENTRAL FLORIDA COMMUNITY ACTION AGENCY, INC. DONALD BARBER. PUBLIC WORKS SUPERVISOR AND STEPHANIE SEAWRIGHT, CHIEF OPERATIONS OFFICER FOR CFCAA.
Ms. Seawright discussed CFCAA wanting to relocate to Williston and the agency is willing to pay rental fee and for a phone line. Asked to bring back to Council with Lease Agreement.
- F. DISCUSSION WITH POSSIBLE ACTION: SW 4TH STREET & SW 8TH AVE. IMPROVEMENTS. DONALD BARBER PUBLIC WORKS SUPERVISOR.
Asked to bring back to Council.
- G. DISCUSSION WITH POSSIBLE ACTION: DEVELOPMENT OF AN ORDINANCE FOR GOLF CARTS AND RELIGIOUS USE ON CITY STREETS. DONALD BARBER, PUBLIC WORKS SUPERVISOR.
Motion to develop Ordinance for Golf Carts by Councilmember Bullock. Seconded by Councilmember Cox. Motion carried 4-0.
- H. RESOLUTION 2022-57: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE THE DISPOSAL AND SALE SURPLUS VEHICLES. DANNY WALLACE, LOGISTICS MANAGER.
Motion to approve Resolution 2022-57 by Councilmember Bullock. Seconded by Vice-President Robinson. Motion carried 4-0.
- I. RESOLUTION 2022-58: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT WITH WRIGHT-PIERCE TO PROVIDE ENGINEERING SERVICES FOR AN INFRASTRUCTURE REVITALIZATION PLAN, AND PROVIDING AN EFFECTIVE DATE. DONALD BARBER, PUBLIC WORKS SUPERVISOR.
Motion to approve Resolution 2022-58 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 4-0.
- J. RESOLUTION 2022-59: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON TO EXPAND THE MASTER PLAN CONTRACT FOR PROFESSIONAL CONSULTING SERVICES WITH WRIGHT-PIERCE, INC.; AND PROVIDING AN EFFECTIVE DATE. DONALD BARBER, PUBLIC WORKS SUPERVISOR.
Motion to approve Resolution 2022-59 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 4-0.
- K. RESOLUTION 2022-60: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, AUTHORIZING THE GENERAL EMPLOYEE PENSION FUND TO ALLOW FOR EMPLOYEE CONTRIBUTION TO INCLUDE ALL

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

HOURS WORKED AND PROVIDE AN EFFECTIVE DATE. DONALD BARBER
PUBLIC WORKS SUPERVISOR AND LAURA JONES, CITY PLANNER.

Motion to approve Resolution 2022-60 by Councilmember Bullock. Seconded Vice-President Robinson. Motion carried 4-0.

- L. RESOLUTION 2022-61: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT WITH KOOGLER & ASSOCIATES, INC., TO PROVIDE AIR TESTING SERVICES FOR THE CITY OF WILLISTON YARD WASTE BURNING AREA, AND PROVIDING AN EFFECTIVE DATE. DONALD BARBER, PUBLIC WORKS SUPERVISOR.

Motion to approve Resolution 2022-61 by Councilmember Bullock. Seconded by Councilmember Cox. Motion carried 4-0.

- M. RESOLUTION 2022-63: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON WELL NUMBER ONE EMERGENCY REPAIR; AND PROVIDING AN EFFECTIVE DATE. DONALD BARBER, PUBLIC WORKS SUPERVISOR.

Motion to approve Resolution 2022-63 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 4-0.

OPEN PUBLIC HEARING

- N. 1ST READING ORDINANCE 2022- 698. AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, MAKING CERTAIN FINDINGS AND DETERMINATIONS; AMENDING SECTION 40-142 OF THE CODE OF ORDINANCES, CITY OF WILLISTON, FLORIDA; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER.

Motion to approve 1st reading of Ordinance 2022-698 by Council president jones. seconded by councilmember bullock. motion carried 3-1. Council President Jones, Councilmember Bullock and Councilmember Cox voted Aye. Vice-President Robinson voted Nay.

CLOSE PUBLIC HEARING

ITEM – 8 – PUBLIC PARTICIPATION –

Mike McClary with with FMPA commented.

BJ Bishop commented.

Christine Moseley commented.

ITEM - 9 – ANNOUNCEMENTS - none

ITEM – 10 – ADJOURNMENT- Motion to adjourn by Council President Jones. Seconded by councilmember Bullock. Motion carried.

Date: September 20, 2022

COUNCIL AGENDA ITEM

TOPIC: JULY 2022 FINANCIAL REPORT

REQUESTED BY: FINANCE DIRECTOR STEPHEN BLOOM

PREPARED BY: FINANCE DIRECTOR STEPHEN BLOOM

BACKGROUND / DESCRIPTION:

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

☐ **APPROVED**

☐ **DISAPPROVED**



CITY OF WILLISTON, FL

FINANCIAL REPORT

As of July 31, 2022

Meeting Date: September 20, 2022

1

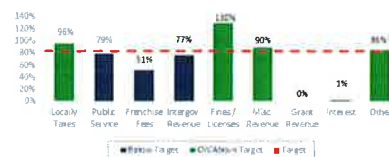
GENERAL FUND (OPERATIONS / CAPITAL)

Overview

(83% of Year complete)

FUND OVERVIEW					
Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	\$3,179,101	\$3,080,052	\$99,050	86.0%	✓
Expenditures / Other Uses	\$3,071,348	\$3,080,052	\$8,704	83.1%	✓
Current Year Surplus / (Deficit)	\$107,753	\$0	\$107,753	n/a	✓
Available Reserves	\$897,076	\$888,650	\$8,426	25.2%	✓

Chart 1: Revenues - % of Budget Collected



Financial Highlights

- Property Taxes – 85% of current year taxes collected.
- Notes on Department Spending
 - P&Z/Building – Offset by \$140 thousand in permitting revenue.
 - Fire – Offset by additional billing to County.
 - Library – Building Maintenance expenses.

Chart 2: Expenditures - % of Budget Spent



2

City of Williston, Florida

FY2022 - September 20, 2022

2

AIRPORT FUND (OPERATIONS)

Overview

(83% of Year complete)

FUND OVERVIEW					
Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	\$1,882,799	\$1,323,984	\$558,815	118.5%	✓
Expenditures / Other Uses	\$1,850,325	\$1,323,984	(\$526,341)	116.5%	✗
Current Year Surplus / (Deficit)	\$32,474	\$0	\$32,474	n/a	✓
Available Reserves	\$275,643	\$397,195	(\$121,553)	17.3%	✗

Chart 3: Airport Fund - Fund Balance

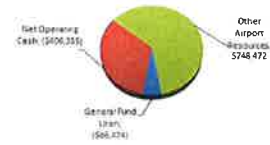
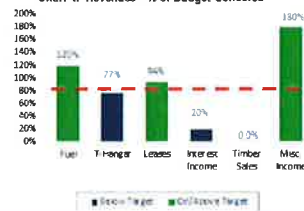


Chart 4: Revenues - % of Budget Collected



Financial Highlights

- Year over year fuel sales increased by 81% - \$542 thousand.
- Timber Sales - \$22 thousand (No FY2022 budget).
- Current A/R collection allowance - \$50 thousand.
- Airport project spending - \$742 thousand including cost for airport structure.

3

City of Williston, Florida

FY2022 - September 20, 2022

3

CRA FUND

Overview

(83% of Year complete)

FUND OVERVIEW					
Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	\$308,272	\$275,606	\$32,666	93.2%	✓
Expenditures / Other Uses	\$135,910	\$605,837	\$469,927	18.7%	✓
Current Year Surplus / (Deficit)	\$172,362	\$0	\$172,362	n/a	✓
Available Reserves	\$642,711	\$181,761	\$460,959	88.4%	✓

Financial Highlights

- County distribution of tax revenue received in December - \$189K.
- CRA project spending - \$66.7K thousand.

4

City of Williston, Florida

FY2022 - September 20, 2022

4

COWLINK FUND

Overview

(83% of Year complete)

FUND OVERVIEW					
Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	\$46,098	\$34,482	\$11,616	111.0%	✓
Expenditures / Other Uses	\$48,513	\$34,482	(\$14,031)	116.8%	✗
Current Year Surplus / (Deficit)	(\$2,415)	\$0	(\$2,415)	n/a	n/a
Available Reserves	\$69,842	\$0	\$69,842	n/a	n/a

Financial Highlights

- Total Grant revenue - \$131.7 thousand.
- Balance Remaining - \$69.8 thousand.

5

City of Williston, Florida

FY2022 - September 20, 2022

5

UTILITY FUND

Overview

(83% of Year complete)

FUND OVERVIEW					
Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	5,234,173	\$5,177,834	\$56,339	84.2%	✓
Expenditures / Other Uses	5,510,824	\$5,177,834	(\$332,950)	88.7%	✗
Current Year Surplus / (Deficit)	(\$276,651)	\$0	(\$276,651)	n/a	✗
Available Reserves	\$3,614,746	\$1,328,350	\$2,286,396	68.0%	✓

Chart 5: Revenue - % of Budget Collected



Financial Highlights

- Utility Fund has a YTD deficit of \$276.7 thousand.
- All services except Gas had a positive operating income. Only electric and solid waste 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.
- The total YTD cost for electricity purchased was \$2.16 million compared to \$1.45 million last year at this same time (increase of \$712 thousand). The fuel portion of the total purchased electricity increased by \$733 thousand (year-over-year).

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City of Williston, Florida

FY2022 - September 20, 2022

6

UTILITY FUND

Breakdown by Utility Service

	Electric	Gas	Water	Solid Waste	Sewer	Total
Operating Revenue						
Service Charges	3,300.5	399.3	477.6	466.1	531.0	5,174.5
Other	36.3	7.4	7.4	0.9	7.4	59.5
Total	3,336.8	406.7	485.0	467.0	538.4	5,234.0
Operating Expenses						
Department Costs	2,708.9	512.0	328.7	459.2	485.0	4,493.7
Administrative Alloc	162.9	33.4	33.4	4.0	33.4	267.1
Depreciation	-	-	-	-	-	-
Total	2,871.8	545.3	362.1	463.2	518.4	4,760.8
Operating Income	465.0	(138.6)	122.9	3.9	20.1	473.2
Non-operating Income / (expenses)						
Interest Income	0.1	0.0	0.0	0.0	0.0	0.2
Transfer to GF / CIP	(248.1)	(88.6)	(239.5)	-	(173.8)	(750.0)
Total	(248.0)	(88.5)	(239.5)	0.0	(173.8)	(749.8)
Net Income	217.0	(227.2)	(116.6)	3.9	(153.8)	(276.7)

Date: September 20, 2022

COUNCIL AGENDA ITEM

AGENDA ITEM: REVIEW OF JULY 2022 FINANCIAL REPORT (unaudited)

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

BACKGROUND / DESCRIPTION: This agenda item includes the unaudited financial report as of July 31, 2022. 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 – 15*)

LEGAL: REVIEW: N/A

FISCAL IMPACTS: N/A

RECOMMENDED ACTION: Acceptance of Financial Report

ATTACHMENTS: ☐ CONTRACT ☐ RESOLUTION ☒ OTHER

COUNCIL ACTION: ☐ APPROVED ☐ DISAPPROVED

City of Williston



Financial Report

July 31, 2022

(unaudited)

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Gas Services	11
Water Services	12
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Sewer Services	14
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Balance Sheet - All Funds

July 31, 2022

Description	General Fund	Airport Fund	CRA Fund	Utility Fund	COWLink Fund	Total
ASSETS						
Petty Cash	\$ 1,600	\$ 100	\$ -	\$ -	\$ -	\$ 1,700
Cash & Cash Equivalents	836,301	(406,455)	469,464	1,429,146	69,842	2,398,298
Investments	8,802	-	-	187,258	-	196,060
Accounts Receivable	59,968	52,718	-	1,153,175	-	1,265,861
Power Cost Adjustment Receivable	-	-	-	219,979	-	219,979
Allowance for Doubtful Accounts	(16,339)	(50,000)	-	(58,314)	-	(124,652)
Note Receivable	66,474	-	-	-	-	66,474
Due from Other Funds	-	-	173,247	198,075	-	371,322
Due from Other Governmental Units	130,922	704,532	-	816,638	-	1,652,091
Prepaid Expenses	55,600	25,204	-	39,595	-	120,399
Inventory	-	66,049	-	336,794	-	402,843
Net Pension Assets	-	-	-	399,928	-	399,928
Net Capital Assets	-	-	-	8,742,259	-	8,742,259
TOTAL ASSETS	1,143,328	392,148	642,711	13,464,533	69,842	15,712,561
DEFERRED OUTFLOW OF RESOURCES						
Pension Related - Deferred Outflow	-	-	-	333,959	-	333,959
TOTAL DEFERRED OUTFLOW OF RESOURCES	-	-	-	333,959	-	333,959
LIABILITIES						
Accounts Payable	\$ 4,561	\$ -	\$ -	\$ -	\$ -	\$ 4,561
Accrued Expenses	193	33,246	-	524,348	-	557,788
Sales Tax Payable	(30)	4,339	-	73,895	-	78,204
Payroll Liabilities	5,884	552	426	35,333	-	42,195
Other Liabilities	6,014	-	-	-	-	6,014
Due to other Funds	370,510	811.48	-	-	-	371,322
Deposits	-	-	-	331,210	-	331,210
City Hall Loan	-	-	-	1,127,195	-	1,127,195
Notes Payable	-	66,474	-	-	-	66,474
Deferred Revenue	14,384	11,082	-	-	-	25,466
Accum Absences/ OPEB Obligation	-	-	-	246,331	-	246,331
TOTAL LIABILITIES	401,516	116,505	426	2,338,313	-	2,856,761
DEFERRED INFLOW OF RESOURCES						
Pension Related - Deferred Inflow	-	-	-	336,078	-	336,078
TOTAL DEFERRED INFLOW OF RESOURCES	-	-	-	336,078	-	336,078
FUND BALANCES						
Reserve for:						
Law Enforcement	1,595	-	-	-	-	1,595
Community Redevelopment	-	-	642,284	-	-	642,284
Unreserved, Reported in:						
General Fund	740,217	-	-	-	-	740,217
Special Revenue Airport	-	275,643	-	-	-	275,643
Utility Fund	-	-	-	11,124,101	-	11,124,101
CowLink Fund	-	-	-	-	69,842	69,842
TOTAL FUND BALANCES	741,812	275,643	642,284	11,124,101	69,842	12,853,682
TOTAL LIABILITIES & FUND BALANCES	1,143,328	392,148	642,711	13,464,533	69,842	15,712,561

General Fund (Operations) - Summary of Revenues and Expenditures

July 31, 2022

(83% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Jul-21	Variance Fav (unfav)
REVENUES						
Locally Levied Taxes	\$ 1,351,940	\$ 1,302,549	\$ (49,391)	96.3%	\$ 1,158,587	\$ 143,962
Public Service Taxes	390,000	308,640	(81,360)	79.1%	301,814	6,825
Franchise Fees	92,230	47,451	(44,779)	51.4%	71,774	(24,322)
Intergovernmental Revenues	598,431	460,458	(137,973)	76.9%	448,382	12,076
Fines & Forfeitures	25,050	18,787	(6,263)	75.0%	14,651	4,136
License & Permits	104,925	150,299	45,374	143.2%	119,818	30,481
Miscellaneous	39,632	35,590	(4,042)	89.8%	31,560	4,030
Interest Income	10,000	121	(9,879)	1.2%	4,468	(4,347)
Non-Operating	993,486	855,207	(138,279)	86.1%	789,017	66,190
TOTAL REVENUES	3,696,062	3,179,101	(516,960)	86.0%	2,940,072	239,029
EXPENSES						
Total City Council	53,610	42,692	10,918	79.6%	33,738	(8,954)
Total Legal Services	46,500	36,181	10,319	77.8%	37,521	1,340
Total City Manager	37,905	25,911	11,994	68.4%	-	(25,911)
Total City Clerk	58,429	35,368	23,061	60.5%	-	(35,368)
Total Administration	131,281	112,475	18,806	85.7%	221,275	108,800
Total Information Technology	171,705	108,818	62,887	63.4%	-	(108,818)
Total Purchasing	19,115	5,354	13,761	28.0%	1,574	(3,780)
Total Planning & Zoning	63,803	52,648	11,155	82.5%	37,785	(14,862)
Total Building Permits	107,361	126,105	(18,744)	117.5%	98,773	(27,332)
Total Human Resources	19,333	16,773	2,560	86.8%	13,812	(2,962)
Total Police Department	1,237,159	1,030,427	206,732	83.3%	956,755	(73,672)
Total Police Communications	274,527	211,281	63,246	77.0%	204,119	(7,162)
Total Health/Animal Control	57,768	41,670	16,098	72.1%	43,918	2,249
Total Fire Department	622,451	595,609	26,842	95.7%	523,092	(72,517)
Total Public Works	560,075	473,373	86,702	84.5%	277,267	(196,106)
Total Recreation / Athletics	3,000	1,000	2,000	33.3%	3,555	2,555
Total Library Department	6,113	6,705	(592)	109.7%	5,229	(1,477)
Total Special Events	20,235	18,467	1,768	91.3%	18,089	(378)
Total Non-Departmental	205,692	130,491	75,201	63.4%	108,023	(22,468)
TOTAL EXPENDITURES	3,696,062	3,071,348	624,714	83.1%	2,584,526	(486,822)
REVENUES OVER (UNDER) EXPENDITURES \$ - \$ 107,753 \$ 107,753 n/a \$ 355,546 \$ (247,793)						

General Fund (CIP) - Summary of Revenues and Expenses

July 31, 2022

(83% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Jul-21	Variance Fav (unfav)
REVENUES						
Grant Revenue	\$ 153,505	\$ -	\$ (153,505)	0.0%	\$ -	\$ -
Insurance Claim Reimbursement	-	10,529	10,529	n/a	5,718	4,812
Transfer From General Fund	52,500	6,530	(45,970)	12.4%	8,742	(2,212)
TOTAL REVENUES	206,005	17,060	(188,945)	8.3%	14,460	2,600
EXPENDITURES						
Vehicle Purchases	54,000	50,580	3,420	93.7%	96,229	45,649
Equipment Purchases	152,005	1,812	150,193	1.2%	2,860	1,048
Building Renovations	-	18,400	(18,400)	n/a	5,400	(13,000)
TOTAL EXPENDITURES	206,005	73,338	132,667	35.6%	104,489	31,151
REVENUES OVER (UNDER) EXPENDITURES	\$ -	(56,278)	\$ (56,278)	n/a	\$ (90,029)	\$ 33,751

Airport Fund - Summary of Revenues and Expenditures

July 31, 2022

(83% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Jul-21	Variance Fav (unfav)
REVENUES						
Operating Revenue	\$ 1,572,671	\$ 1,808,841	\$ 236,170	115.0%	1,242,124	\$ 566,717
Interest Income	750	147	(603)	19.6%	263	(116)
Other Miscellaneous Income	15,360	27,644	12,284	180.0%	8,901	18,743
Use of Fund Balance	-	-	-	n/a	-	-
TOTAL REVENUES	1,588,781	1,836,632	247,851	115.6%	1,251,288	585,344
EXPENSES						
Personal Services	262,893	235,861	27,032	89.7%	181,067	(54,794)
Operating Expenditures	1,295,888	1,563,175	(267,287)	120.6%	1,016,254	(546,921)
Non-Operating Expenditures	30,000	-	30,000	0.0%	-	-
TOTAL EXPENSES	1,588,781	1,799,035	(210,254)	113.2%	1,197,321	(601,715)
OPERATING REVENUES OVER (UNDER) EXPENSES						
	-	37,597	37,597	n/a	53,967	(16,371)
NON-OPERATING REVENUE (EXPENSES)						
Capital Improvements - (Grants)	(651,189)	(690,416)	(39,227)	106.0%	(141,537)	(548,880)
Capital Outlay - Building/Equipment	(15,000)	(51,290)	(36,290)	341.9%	-	(51,290)
Revenue (Grants)	666,189	690,416	24,227	103.6%	141,537	548,880
TOTAL NON-OPERATING REVENUES (EXPENSES)	-	(51,290)	(51,290)	n/a	-	(51,290)
TOTAL REVENUES OVER (UNDER) EXPENSES						
	-	(13,693)	(13,693)	n/a	\$ 53,967	\$ (67,661)

CRA Fund - Summary of Revenues and Expenditures

July 31, 2022

(83% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Jul-21	Variance Fav (unfav)
REVENUES						
Tax Incremental Revenue - City	\$ 141,462	\$ 117,885	\$ (23,577)	83.3%	\$ 93,720	\$ 24,165
Tax Incremental Revenue - County	188,616	188,616	-	100.0%	155,721	32,895
Interest Income	150	42	(108)	27.7%	123	(82)
Special Events	500	-	(500)	0.0%	300	(300)
Miscellaneous Income	-	1,730	1,730	n/a	-	1,730
Other Financing Sources	396,277	-	(396,277)	0.0%	-	-
TOTAL REVENUES	727,005	308,272	(418,732)	42.4%	249,864	58,408
EXPENDITURES						
Personal Services	68,132	56,314	11,818	82.7%	38,499	(17,815)
Operating Expenditures	56,152	12,169	43,983	21.7%	26,136	13,967
Capital Outlay	552,720	66,677	486,043	12.1%	60,359	(6,318)
Non-Operating Expenditures	50,000	750	49,250	1.5%	-	(750)
TOTAL EXPENDITURES	727,005	135,910	591,094	18.7%	124,994	(10,916)
REVENUES OVER (UNDER) EXPENDITURES	\$ -	\$ 172,362	\$ 172,362	n/a	\$ 124,870	\$ 47,492

COWLink Fund (Broadband) - Summary of Revenues and Expenditures

July 31, 2022

(83% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Jul-21	Variance Fav (unfav)
REVENUES						
Grant Revenue	\$ -	\$ 46,098	\$ 46,098	n/a	85,610	\$ (39,512)
Residential Internet Services	29,639	-	(29,639)	(29,639)	-	-
Commercial Internet Services	11,906	-	(11,906)	(11,906)	-	-
Fund Balance	-	-	-	n/a	-	-
TOTAL REVENUES	41,545	46,098	4,553	111.0%	85,610	(39,512)
EXPENSES						
Personal Services	24,914	9,897	(15,017)	39.7%	-	(9,897)
Operating Expenditures	16,631	8,895	(7,736)	53.5%	-	(8,895)
Capital Equipment	-	29,722	29,722	n/a	-	29,722
TOTAL EXPENSES	41,545	48,513	6,968	116.8%	-	(18,792)
REVENUES OVER (UNDER) EXPENSES	\$ -	\$ (2,415)	\$ 11,521	n/a	\$ 85,610	\$ (58,304)

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

July 31, 2022

(83% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Jul-21	Variance Fav (unfav)
REVENUES						
Electric Utility	\$ 3,271,028	\$ 3,300,528	\$ 29,500	100.9%	\$ 2,544,687	\$ 755,841
Gas Utility	599,750	399,261	(200,489)	66.6%	289,543	109,718
Water Utility	621,984	477,606	(144,378)	76.8%	485,726	(8,121)
Solid Waste Income	542,823	466,138	(76,685)	85.9%	450,048	16,090
Sewer Utility	653,173	531,009	(122,164)	81.3%	516,697	14,311
Interest Income	1,500	164	(1,336)	10.9%	524	(360)
Other Miscellaneous Income	107,460	59,468	(47,992)	55.3%	87,372	(27,904)
Use of Retained Earnings	415,682	-	(415,682)	0.0%	-	-
TOTAL REVENUES	6,213,400	5,234,173	(979,227)	84.2%	4,374,598	859,575
EXPENSES						
Total Administration Department	408,570	160,387	248,184	39.3%	243,334	82,948
Total Customer Service Department	145,451	106,690	38,762	73.4%	-	(106,690)
Total Electric Department	2,784,112	2,956,976	(172,864)	106.2%	2,300,036	(656,940)
Total Gas Department	735,080	600,509	134,571	81.7%	574,473	(26,036)
Total Water Department	731,530	568,258	163,272	77.7%	499,501	(68,757)
Total Solid Waste Department	548,783	459,173	89,610	83.7%	414,012	(45,161)
Total Sewer Collection / Treatment	859,873	658,832	201,041	76.6%	556,261	(102,571)
TOTAL EXPENSES	6,213,400	5,510,824	702,576	88.7%	4,587,617	(923,207)
REVENUES OVER (UNDER) EXPENSES						
	\$ -	\$ (276,651)	\$ (276,651)	n/a	\$ (213,019)	\$ (63,632)

Utility Fund (Admin) - Summary of Revenues and Expenses

July 31, 2022

(83% Yr Complete)

					PRIOR YEAR	
Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	Year to Date Jul-21	Variance Fav (unfav)
REVENUES						
Other Miscellaneous Income	\$ 107,460	\$ 59,468	\$ (47,992)	55.3%	\$ 87,372	\$ (27,904)
Interest Income	1,500	164	(1,336)	10.9%	524	(360)
TOTAL REVENUES	524,642	59,632	(465,011)	11.4%	87,897	(28,265)
EXPENSES						
Operating Expenditures	408,570	160,387	248,184	39.3%	243,334	82,948
TOTAL EXPENSES	408,570	160,387	248,184	39.3%	243,334	82,948
REVENUES OVER (UNDER) EXPENSES	116,072	\$ (100,755)	\$ (216,827)	-87%	\$ (155,438)	\$ 54,683

Utility Fund (Customer Service) - Summary of Revenues and Expenses

July 31, 2022

(83% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Jul-21	Variance Fav (unfav)
REVENUES						
Other Miscellaneous Income	\$ -	\$ -	\$ -	n/a	\$ -	\$ -
TOTAL REVENUES	-	-	-	n/a	-	-
EXPENSES						
Operating Expenditures	145,451	106,690	38,762	73.4%	-	(106,690)
TOTAL EXPENSES	145,451	106,690	38,762	73.4%	-	(106,690)
REVENUES OVER (UNDER) EXPENSES	(145,451)	\$ (106,690)	\$ 38,762	73%	\$ -	\$ (106,690)

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

July 31, 2022

(83% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Jul-21	Variance Fav (unfav)
REVENUES						
Electric Utility	\$ 1,448,692	\$ 1,953,016	\$ 504,324	134.8%	\$ 1,091,070	\$ 861,946
Electric Utility - Power Cost Adj	1,813,336	1,340,995	(472,341)	74.0%	1,448,319	(107,324)
New Electric Service	4,000	540	(3,460)	13.5%	880	(340)
Electric Overhead / Underground	5,000	5,976	976	119.5%	4,418	1,559
Use of Retained Earnings	-	-	-	n/a	-	-
TOTAL REVENUES	3,271,028	3,300,528	29,500	100.9%	2,544,687	755,841
EXPENSES						
Personal Services	474,210	311,171	163,039	65.6%	278,632	(32,540)
Operating Expenditures	2,012,205	2,397,723	(385,518)	119.2%	1,800,889	(596,835)
Non-Operating Expenditures	297,697	248,081	49,616	83.3%	220,516	(27,565)
TOTAL EXPENSES	2,784,112	2,956,976	(172,864)	106.2%	2,300,036	(656,940)
REVENUES OVER (UNDER) EXPENSES	486,916	\$ 343,552	\$ (143,365)	71%	\$ 244,651	\$ 98,901

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

July 31, 2022

(83% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Jul-21	Variance Fav (unfav)
REVENUES						
Gas Utility	\$ 550,000	\$ 353,851	\$ (196,149)	64.3%	\$ 273,379	\$ 80,472
Gas Meter Connection/Reconnection	2,000	1,360	(640)	68.0%	990	370
New Gas Service	4,000	300	(3,700)	7.5%	2,673	(2,373)
Infrastructure Reimbursement	43,750	43,750	(0)	100.0%	12,500	31,250
Use of Retained Earnings	-	-	-	n/a	-	-
TOTAL REVENUES	599,750	399,261	(200,489)	66.6%	289,543	109,718
EXPENSES						
Personal Services	263,941	199,339	64,603	75.5%	157,731	(41,608)
Operating Expenditures	364,872	312,614	52,258	85.7%	338,026	25,411
Non-Operating Expenditures	106,267	88,556	17,711	83.3%	78,716	(9,840)
TOTAL EXPENSES	735,080	600,509	134,571	81.7%	574,473	(26,036)
REVENUES OVER (UNDER) EXPENSES	\$ (135,330)	\$ (201,248)	\$ (65,917)	149%	\$ (284,930)	\$ 83,682

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

July 31, 2022

(83% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Jul-21	Variance Fav (unfav)
REVENUES						
Water Utility	\$ 606,984	\$ 468,341	\$ (138,643)	77.2%	\$ 474,601	\$ (6,261)
Water Meter Connection/Reconn	5,000	4,175	(825)	83.5%	3,475	700
New Water Service	10,000	5,090	(4,910)	50.9%	7,650	(2,560)
Use of Retained Earnings	-	-	-	n/a	-	-
TOTAL REVENUES	621,984	477,606	(144,378)	76.8%	485,726	(8,121)
EXPENSES						
Personal Services	257,205	190,587	66,617	74.1%	154,022	(36,566)
Operating Expenditures	186,901	138,150	48,751	73.9%	132,572	(5,578)
Non-Operating Expenditures	287,425	239,521	47,904	83.3%	212,908	(26,613)
TOTAL EXPENSES	731,530	568,258	163,272	77.7%	499,501	(68,757)
REVENUES OVER (UNDER) EXPENSES	\$ (109,547)	\$ (90,653)	\$ 18,894	83%	\$ (13,775)	\$ (76,878)

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

July 31, 2022

(83% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Jul-21	Variance Fav (unfav)
REVENUES						
Solid Waste Income	\$ 542,823	\$ 466,138	\$ (76,685)	85.9%	\$ 450,048	\$ 16,090
TOTAL REVENUES	542,823	466,138	(76,685)	85.9%	450,048	16,090
EXPENSES						
Personal Services	5,260	3,979	1,281	75.7%	16,816	12,837
Operating Expenditures	543,523	455,193	88,330	83.7%	397,196	(57,997)
TOTAL EXPENSES	548,783	459,173	89,610	159.4%	414,012	(45,161)
REVENUES OVER (UNDER) EXPENSES	\$ (5,960)	\$ 6,965	\$ 12,925	-117%	\$ 36,036	\$ (29,071)

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

July 31, 2022

(83% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Jul-21	Variance Fav (unfav)
REVENUES						
Sewer Utility	\$ 641,173	\$ 528,009	\$ (113,164)	82.4%	\$ 508,297	\$ 19,711
Sewer Connection	12,000	3,000	(9,000)	25.0%	8,400	(5,400)
Use of Retained Earnings	-	-	-	n/a	-	-
TOTAL REVENUES	653,173	531,009	(122,164)	81.3%	516,697	14,311
EXPENSES						
Sewer Collection						
Personal Services	173,683	149,722	23,961	86.2%	134,919	(14,804)
Operating Expenditures	80,024	59,263	20,761	74.1%	54,701	(4,563)
Total Sewer Collection	253,707	208,985	44,722	82.4%	189,619	(19,366)
Sewer Treatment						
Personal Services	247,922	164,815	83,106	66.5%	135,353	(29,462)
Operating Expenditures	149,632	111,189	38,444	74.3%	76,761	(34,428)
Total Sewer Treatment	397,554	276,004	121,550	69.4%	212,114	(63,890)
Non-Departmental						
Transfer To General Fund	208,612	173,843	34,769	83.3%	154,528	(19,315)
Transfer to Capital Improvement Fund	-	-	-	n/a	-	-
Total Non-Departmental	208,612	173,843	34,769	83.3%	154,528	(19,315)
TOTAL EXPENSES	859,873	658,832	201,041	76.6%	556,261	(102,571)
REVENUES OVER (UNDER) EXPENSES	\$ (206,700)	\$ (127,823)	\$ 78,877	61.8%	\$ (39,564)	\$ (88,260)

Utility Fund (CIP) - Summary of Revenues and Expenses

July 31, 2022

(83% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Jul-21	Variance Fav (unfav)
REVENUES						
Grant Revenue	\$ 2,572,835	\$ 1,534,127	\$ (1,038,708)	59.6%	100,552	1,433,575
Transfer From Utility Fund	112,600	-	(112,600)	0.0%	-	-
Blue Rock Development	-	-	-	n/a	42,351	(42,351)
TOTAL REVENUES	2,685,435	1,534,127	(1,151,308)	57.1%	142,903	1,391,225
EXPENDITURES						
Utility Master Plan	112,600	11,565	101,035	10.3%	-	-
Heavy Equipment Purchases	-	-	-	n/a	70,727	70,727
Electric Improvements	50,000	53,610	(3,610)	107.2%	121,657	68,047
Water Improvements	644,835	-	644,835	0.0%	-	-
Sewer Improvements	1,075,000	922,233	152,767	85.8%	551,683	(370,550)
Drainage Improvements	713,000	20,374	692,626	2.9%	93,260	72,887
Meter Replacement Program	30,000	-	30,000	0.0%	27,476	27,476
Fire Hydrant Safety Program	10,000	-	10,000	0.0%	-	-
Gas Improvements	50,000	-	50,000	0.0%	-	-
TOTAL EXPENDITURES	2,685,435	1,007,781	1,677,654	37.5%	864,803	(131,414)
REVENUES OVER (UNDER) EXPENDITURES \$					-	\$
					\$ 526,346	\$ 526,346
					n/a	
					\$ (721,900)	\$ 1,259,811

Date: September 20, 2022

COUNCIL AGENDA ITEM

TOPIC: Purvis, Gray & Company, LLP - Services Agreement

PREPARED BY: Stephen Bloom – Finance Director

BACKGROUND / DESCRIPTION:

At the end of each fiscal year, the City is required to have a financial audit performed by an independent firm to obtain an expression of opinions as to whether the financial statements are fairly presented, in all materials respects, in conformity with the U.S. generally accepted accounting principles.

The City of Williston entered into an Agreement with Purvis, Gray & Company LLP in August 2016 to perform the annual audit. Attached is the description of services for the upcoming audit.

The 2022 fee is \$46,000 which is approximately 15% higher than the current cost. The increase was requested due to additional hours which have been required to perform the audit as well as adjust for other rising costs.

This is a budgeted item. Staff is placing this on the consent agenda for approval by Council.

LEGAL REVIEW: Pending

FISCAL IMPACTS: \$46,000

RECOMMENDED ACTION: Approval pending Legal review

ATTACHMENTS: Engagement letter dated 9/14/22

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

September 14, 2022

REQUIRED AUDITOR'S COMMUNICATION LETTER

Honorable Mayor and City Council
City of Williston
Attn: Mr. Stephen Bloom, Finance Director
P.O. Box 160
Williston, Florida 32696

Pursuant to our engagement letter dated August 3, 2016, we are pleased to confirm our understanding of the services we are to provide for the City of Williston, Florida (the City) for the year ending September 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ending September 30, 2022. We will also audit and issue a separate report for the financial statements for the Community Redevelopment Agency (the CRA) each year. In addition, separate attestation reports pursuant to the American Institute of Certified Public Accountants Professional Standards AT-C Section 315 are to be issued regarding the CRA's compliance with Section 163.387(6) and (7), Florida Statutes, and the City's and CRA's compliance with Section 218.415, Florida Statutes, in accordance with Chapter 10.550, *Rules of the Auditor General*.

Accounting principles generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

CERTIFIED PUBLIC ACCOUNTANTS

Gainesville | Ocala | Tallahassee | Sarasota | Orlando | Lakeland | Tampa

purvisgray.com

Members of American and Florida Institutes of Certified Public Accountants
An Independent Member of the BDO Alliance USA

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- 1) Management's Discussion and Analysis
- 2) Required Pension and Other Postemployment Benefits Schedules and Disclosures

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

■ **Schedule of Expenditures of Federal Awards and State Projects (When Applicable)**

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, non-compliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and state projects and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal awards and state projects that could have a direct and material effect on each major program and state project in accordance with the *Single Audit Act Amendments of 1996* and Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, *Rules of the Auditor General*.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the *Single Audit Act Amendments of 1996*; and the provisions of the Uniform Guidance, and Chapter 10.550, *Rules of the Auditor General*, and will include tests of accounting records, a determination of major program(s)/projects(s) in accordance with Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

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We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or non-compliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Risk Associated with Improper Revenue Recognition
- Management Override of Controls
- Turnover of Key Employees

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the City and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and

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obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other non-compliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material non-compliance with compliance requirements applicable to each major federal award program and state project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control-related matters that are required to be communicated under the American Institute of Certified Public Accountants professional standards, *Government Auditing Standards*, and the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal awards and state projects applicable to major programs/projects. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* and Chapter 10.550, *Rules of the Auditor General* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs/projects. For federal programs and state projects that are included in the *Compliance Supplement*, our compliance and internal control procedures will relate to the compliance requirements that the *Compliance Supplement* identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs/projects in our report on compliance issued pursuant to the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*.

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Other Services

We will prepare the financial statements, schedule of expenditures of federal awards and state projects, and related notes of the City in conformity with GAAP and the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General* based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards and state projects, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards and state projects, and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards and state projects, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards and state projects, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for: (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards and state projects, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and state projects, and all accompanying information in conformity with GAAP; and for compliance with applicable laws and regulations (including federal and state statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards and state projects, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and

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transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards and state projects; federal award programs and state award projects; compliance with laws, regulations, contracts and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and non-compliance with provisions of laws, regulations, contracts and grant agreements that we report. Additionally, as required by the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, it is management's responsibility to evaluate and monitor non-compliance with federal and state statutes, regulations, and the terms and conditions of federal awards and state projects; take prompt action when instances of non-compliance are identified including non-compliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards and state projects received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state projects (including notes and non-cash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*. You agree to include our report on the schedule of expenditures of federal awards and state projects in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards and state projects. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state projects that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the schedule of expenditures of federal awards and state projects in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*; (2) you believe the schedule of expenditures of federal awards and

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state projects, including its form and content, is stated fairly in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state projects.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

An examination report will be issued by us regarding compliance with the following:

- Independent Accountant's Report on Compliance with Ch. 218.415, Florida Statutes, for the City and for the CRA.

The objectives of our examination are to: (1) obtain reasonable assurance about whether the report (as applicable) is free from material misstatement based on the applicable criteria; and (2) to express an opinion as to whether the subject matter is presented and/or the City complied, in all material respects, in accordance with the specified requirements.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

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Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. Our examination does not provide a legal determination on the entity's compliance with the specified requirements.

The examination reports are solely to comply with the specified requirements and is not suitable for any other purpose.

We will plan and perform the examination to obtain reasonable assurance about whether the subject matter is free from material misstatement and/or the City complied, based on the specified requirements. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors or known and suspected fraud or non-compliance with laws or regulations, or internal control deficiencies, that may exist. However, we will inform you of any known and suspected fraud and non-compliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the presentation of the subject matter being examined in accordance with and for compliance with the specified requirements; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether the subject matter is presented in accordance with and/or you are in compliance with the specified requirements. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence. At the conclusion of the examination engagement, you agree to provide us with certain written representations in the form of a representation letter.

Engagement Administration, Fees, and Other

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations and schedules. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data

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Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Purvis, Gray and Company, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to U.S. Government Accountability Office or its designee for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Purvis, Gray and Company, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a federal or state agency. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Helen Y. Painter, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in approximately April 2023 and issue no later than June 30, 2023, if no unforeseen circumstances occur.

Our fee for the audit of the basic financial statements of the City, including CRA report, as well as federal and state single audits as follows:

Audit of Financial Statements and Notes
Fiscal Year Ending September 30, 2022

<u>Base Audit</u>	<u>Federal SA</u>	<u>State SA</u>
\$ 46,000	\$ 4,000	\$ 5,000

Hours Anticipated

Fiscal Year Ending September 30, 2022

<u>Base Audit</u>	<u>Federal SA</u>	<u>State SA</u>
370	32	32

Our invoices for these fees will be rendered periodically as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional cost. Any additional assistance requested or additional time needed to complete the audit will be billed at our standard rate per hour of \$125.

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Reporting


We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that: (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The Uniform Guidance and Chapter 10.550, *Rules of the Auditor General* report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Respectfully Submitted,

PURVIS, GRAY AND COMPANY, LLP



Helen Y. Painter, CPA
Partner

HYP/sdm

RESPONSE:

This letter correctly sets forth the understanding of the City of Williston, Florida.

Signature: _____

Title: _____

Date: _____

September 20, 2022

COUNCIL AGENDA ITEM

TOPIC: ORDINANCE NUMBER 2022-698

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; MAKING CERTAIN FINDINGS AND DETERMINATIONS; AMENDING SECTION 40-142 OF THE CODE OF ORDINANCES, CITY OF WILLISTON, FLORIDA; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

PREPARED BY: Donald Barber, Public Works Supervisor

BACKGROUND / DESCRIPTION: Ordinance 2022-698 accomplishes the following:

This ordinance, at council's direction, has the 8.9% electric rate change for the City of Williston. This is the one proposal provided by staff. The proposal is on the initial change recommended by staff at the workshop in March of 2022. It is based on a study from November of 2021.

LEGAL REVIEW: YES - FMPA and Folds & Walker

FISCAL IMPACTS: Yes / Budget dependent

RECOMMENDED ACTION: Staff recommends approval of the Ordinance.

ATTACHMENTS: Ordinance 2022-698 & supporting documents

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

ORDINANCE NUMBER 2022-698

**AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA;
MAKING CERTAIN FINDINGS AND DETERMINATIONS;
AMENDING SECTION 40-142 OF THE CODE OF ORDINANCES,
CITY OF WILLISTON, FLORIDA; REPEALING ALL
ORDINANCES IN CONFLICT; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, section 40-142 of the Code of Ordinances, City of Williston, Florida (the "Williston Code") currently provides for or otherwise sets forth certain of the electric rates and charges for the City's provision of retail electric service within its electric service territory, as approved by the Florida Public Service Commission;

WHEREAS, the City has entered into an advantageous wholesale power supply agreement to maintain low rates for its retail electric customers, but the energy industry, and the United States as a whole, is now experiencing significant cost increases, particularly for natural gas, which is used as fuel for approximately 80% of the power produced in the State of Florida, including power purchased by the City;

WHEREAS, due to the impacts of the COVID-19 pandemic, global supply-chain instability, and an increase in the incidences of violent conflicts in the world, including Russia's invasion and ongoing military offensive against Ukraine, the City is also experiencing increasing costs in necessary equipment and materials for its electric utility, and a delay in obtaining such equipment and materials that poses a risk to the City's continued low cost operations;

WHEREAS, section 40-142 of the Williston Code has not been amended since 2013;

WHEREAS, the City's adoption of this ordinance is required to comply with, and is expressly authorized by Florida law, including, but not limited to, part I of chapter 166, Florida Statutes;

WHEREAS, this ordinance relates both to the budget of the City and a revenue source necessary to fund the budget, as the City's electric utility operations are contemplated in the City's budget to provide a key source of revenue for the City; and

WHEREAS, the City Council hereby finds and determines that the adoption of this ordinance is necessary and appropriate for the procurement of future equipment and materials for the City's electric utility operations, and for ensuring the continued low cost of those electric utility operations, which are vital to promoting, enabling, and

facilitating the City's provision of economic competitiveness for its residents, businesses, and visitors.

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

Section 1. Incorporation of Recitals. The above recitals are true and accurate and are hereby incorporated herein and made a material part of this ordinance.

Section 2. Amendment to Section 40-142 of the Williston Code. Section 40-142, subsections (1) through (6), of the Williston Code are hereby amended and restated in full as follows:

- (1) Residential service (R-S):
Customer charge per meter \$8.71
All kwh, per kwh..... \$0.08912
- (2) General service rate nondemand (GS-S):
Customer charge per meter \$16.34
All kwh, per kwh..... \$0.09298
- (3) General service rate demand (GRD-S):
Service customer charge per meter \$27.23
All kwh, per kwh..... \$0.07184
All kw demand, per kw..... \$5.45
- (4) General service rate large demand (GSLD-S):
Customer charge per meter \$54.45
All kwh, per kwh..... \$0.06643
All kw demand, per kw..... \$6.53

- (5) Yard or security lights; automatic cut-on and off:

175-watt lamp, per month..... \$10.89

(Provided, however, the cost thereof may be increased based upon increased cost of electricity as provided in subsection (7) of this section and any increase in cost of operation of the city's electrical system.

- (6) Service for streetlights:

All kwh, per kwh..... \$0.09030

Section 7. Repeal of Conflicting Ordinances. All ordinances or parts of ordinances in conflict with this ordinance are, to the extent of the conflict with this ordinance, hereby repealed.

Section 8. Severability. Should the provisions of this ordinance be declared to be severable and if any section, sentence, clause, or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance, but they shall remain in effect, it being the legislative intent that this ordinance shall remain notwithstanding the invalidity of any part.

Section 9. Effectiveness. This ordinance shall become effective immediately upon its passage.

[Continued on Following Page]

PASSED this ____ day of September, 2022, on the first reading by a vote of _____.

PASSED AND ADOPTED this ____ day of _____, 2022, on second reading
by a vote of _____.

Attest:

CITY COUNCIL OF THE
CITY OF WILLISTON, FLORIDA

Latricia Wright
City Clerk

Debra Jones
President, City Council

Approved as to legal form and content:

Scott Walker
City Attorney

**City of Williston
Electric Fee Schedule**

Yard or security lights; automatic cut-on and Off
175-watt lamp, per month \$12.00

- (Provided, however, the cost thereof may be increased based upon increased cost of electricity as provided in subsection (7) of this section and any increase in cost of operation of the city's electrical system.

Service for streetlights:
All kwh, per kwh 0.09030

Net Metering purchase rate will calculate monthly and will not exceed the cost of the City of Williston's expense by 75%. This is calculated by all kwh, per kwh.

Fee Schedule. The following fees shall apply:

Deposits:

Residential	\$100.00
Commercial	\$500.00
Industrial	To be determined by City

Service Charges for Installation or Changes to Service. (The charges for electric service installation are applicable as follows.

Electric service – Overhead service	\$200.00 plus \$3.00 per foot
Electric service – Underground	\$200.00 plus \$5.00 per foot
City provided temporary pole rental	\$1500.00 (during construction)
Customer provided temporary pole	\$750.00 (connection fee)
Customer provided temporary pole	\$250.00 (disconnect fee)
All other service hookups	\$55.00 (connect or disconnect)

Transfer of service (from one location address to another location or address during business hours only will be \$100.00).

Temporary disconnect or reconnect fee	\$125.00
Meter Lock Repairs:	\$75
Meter Tampering:	\$750.00
Meter Testing Charge:	\$75
Late Payment Charge:	
Residential	> 5% of bill amount or \$10
Non-Residential	> 5% of bill amount or \$25
Residential:	
Yard light (installed city provided pole)	\$1000.00 per ten years
Yard light (installed customer pole)	\$750.00 per ten years
Commercial:	
• Yard light (installed city provided pole) 1-5 lights	\$500.00 per light per 10 years
• Yard light (installed city provided pole) 6-10 lights	\$400.00 per light per 10 years
• Yard light (installed city provided pole) 10-25 lights	\$250.00 per light per 10 years
• Yard light (installed city provided pole) 26 or more lights	\$125.00 per light per 10 years
After hours service call	\$140.00

CITY COUNCIL AGENDA ITEM

September 20th, 2022

TOPIC: Resolution 2022-66 Development of an Ordinance for Golf Cart and Religious Transportation on City Streets.

REQUESTED BY: Donald Barber, Public Works Supervisor

BACKGROUND / DESCRIPTION:

Many residents have expressed interest in a program to address golf cart and Religious cart access around the City of Williston. The first step in the process is developing a multi-stage plan and creating the proper implementation for safe practices.

Wright-Pierce has a proposal to study and recommend how the City of Williston would work in coordination with FDOT and the Levy County officials for guidance and developing a city-specific ordinance. This study would include signage recommendations along with updated paving markers.

Further items for consultation would be the following:

1. Task one: Project initiation
2. Task two: Code Research
3. Task three: Review of City streets
4. Task four: Coordination with FDOT and Levy County
5. Task five: Ordinance Preparation
6. Task six: Recommended Improvements

Total funds not to exceed \$31,000.00

LEGAL REVIEW: None

FISCAL IMPACTS: \$31,000.00, Funded by ARPA

RECOMMENDED ACTION: Staff recommends Approval

ATTACHMENTS: Proposal from Wright-Pierce

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION 2022-66

A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE WILLISTON CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR DEVELOPMENT OF AN ORDINANCE FOR GOLF CART AND RELIGIOUS TRANSPORTATION ON CITY STREETS WITH WRIGHT-PIERCE, INC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston entered into an agreement with Wright-Pierce, Inc, for a Contract for professional services for the development of an ordinance for golf cart and religious transportation for use on City of Williston streets; and

WHEREAS the City has determined that it will be mutually beneficial to expand access to city streets for the good of the residents; and

WHEREAS Wright-Pierce has submitted a proposal to be authorized between the City of Williston and Wright-Pierce, Inc; and

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

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

SECTION 2. The City Council hereby accepts the quote and contract from Wright-Pierce, Inc hereby exhibited as Exhibit A.

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

PASSED AND ADOPTED on _____, 2022.

CITY OF WILLISTON, FLORIDA

Debra Jones, President
Williston City Council

ATTEST: Latricia Wright
City Clerk

August 10, 2022

Jackie Gorman, City Manager
City of Williston
50 North Main Street
Williston, FL 32696

**SUBJECT: Development of an Ordinance for Golf Cart Use on City Streets
Wright-Pierce Project No. T16938**

Dear Jackie,

Wright-Pierce would like to thank the City of Williston (CITY) for the opportunity to submit this proposal to provide professional engineering services to develop a city ordinance to permit golf cart usage on certain city streets. This proposal presents our understanding of the scope of services necessary to develop this ordinance. This includes meeting with city officials to discuss their objectives and establish parameters for golf cart use, researching similar ordinances, reviewing city streets for suitability, contacting Levy County and FDOT officials for guidance, developing a city-specific ordinance, and making recommendations regarding related improvements such as signage and pavement markings.

SCOPE OF SERVICES

TASK 1: PROJECT INITIATION

Wright-Pierce will meet with city officials at City Hall to discuss their objectives, expectations, and concerns related to allowing golf cart use on certain city streets. We will also meet with Public Works and Planning staff to solicit similar inputs. Meeting minutes will be prepared to document the ordinance's goals and objectives.

TASK 2: CODE RESEARCH

Wright-Pierce will conduct reviews of design guidelines and recommendations from the following sources:

1. National Highway Traffic Safety Administration, Federal Motor Vehicle Safety Standards for Low Speed Vehicles.
2. Florida Statutes Section 316.212 - Operation of golf carts on certain roadways.
3. City of Newberry - Sec. 94-38. - The operation of golf carts on city streets.

TASK 3: REVIEW CITY STREETS

CITY staff provided Wright-Pierce with a map of roadways to be considered for golf cart use under this ordinance (Exhibit A, attached). Wright-Pierce will conduct a visual review of these streets and document features such as pavement condition, travel way and shoulder width, pavement markings, roadside obstructions, sight distance concerns, traffic lights, pedestrian crossings, neighborhood considerations, or other features that

8/10/2022

Jackie Gorman, City Manager

Page 2 of 3

might affect golf cart usage. Results will be tabulated by street and recommendations will be made on the suitability of each roadway for golf cart use.

TASK 4: COORDINATE WITH LEVY COUNTY AND FDOT

Wright-Pierce will contact Levy County and FDOT officials and discuss the intended ordinance and its objective, and how golf cart usage might affect adjacent County and State roadways, and if so, determine what steps might be needed to obtain County and/or FDOT approvals. Meeting minutes will be prepared to document these discussions.

TASK 5: ORDINANCE PREPARATION

Wright-Pierce will develop a golf cart ordinance based on the information obtained above. Work under this task will include ordinance language and a map of permitted streets suitable for inclusion in the CITY's Code of Ordinances. We will meet with CITY staff to present and review these documents. Appropriate edits will be made, and revised documents presented to City Council for their review and input. We also expect to conduct a separate meeting with the CITY attorney to discuss the ordinance and obtain their approval. The final ordinance will be presented to City Council for adoption.

TASK 6: RECOMMENDED IMPROVEMENTS

Wright-Pierce will develop roadway maps similar in size and level of detail to the CITY's roadway condition maps developed under our Infrastructure Revitalization Project. These maps will indicate recommended improvements needed to allow golf cart usage such as locations for "Golf Carts Permitted" signage, improvements to other traffic signage, and improvements to pavement markings. These improvements will be represented in a schematic, plan view format and supplemented by four to six standard details for the needed signage or pavement marking improvements. They will be suitable for implementing these improvements by City Public Works staff but are not intended for public bidding purposes.

COMPENSATION

We will complete the above scope of services on a time and materials, not to exceed basis. The total fee is estimated to be **\$31,000.00** and includes our labor, overhead, and reimbursable expenses. Fees will be billed monthly.

SCHEDULE

We would expect to start our services immediately after your execution of this engineering services letter agreement. It is anticipated that Wright-Pierce will submit a draft ordinance to the CITY for review and comment within 90 calendar days of authorization. Finalization of the ordinance is dependent on the timing of subsequent CITY review meetings.

TERMS

Services will be provided in accordance with this Task Order and the *Basic Contract for Professional Consulting Services* agreement between Wright-Pierce and the CITY dated July 7, 2017, and amended on July 19, 2022, and supersedes all prior written or oral understandings. This Task Order may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

WRIGHT-PIERCE 
Engineering a Better Environment

8/10/2022

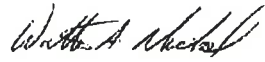
Jackie Gorman, City Manager

Page 3 of 3

We appreciate the opportunity to present this proposal to you and for the opportunity to serve the City of Williston. Should you have any questions or required additional information, please do not hesitate to contact me at (407) 794-1734 or at the e-mail address listed below.

Sincerely,

WRIGHT-PIERCE, INC.



Walter A. Nickel, PE

Senior Project Manager

walter.nickel@wright-pierce.com

Attachment: Exhibit A - Roadway Map

Task Order Acceptance Signatures

Engineer: Wright-Pierce, Inc.

By: 

Signature

Owner: City of Williston

By: _____

Signature

Date: August 9, 2022

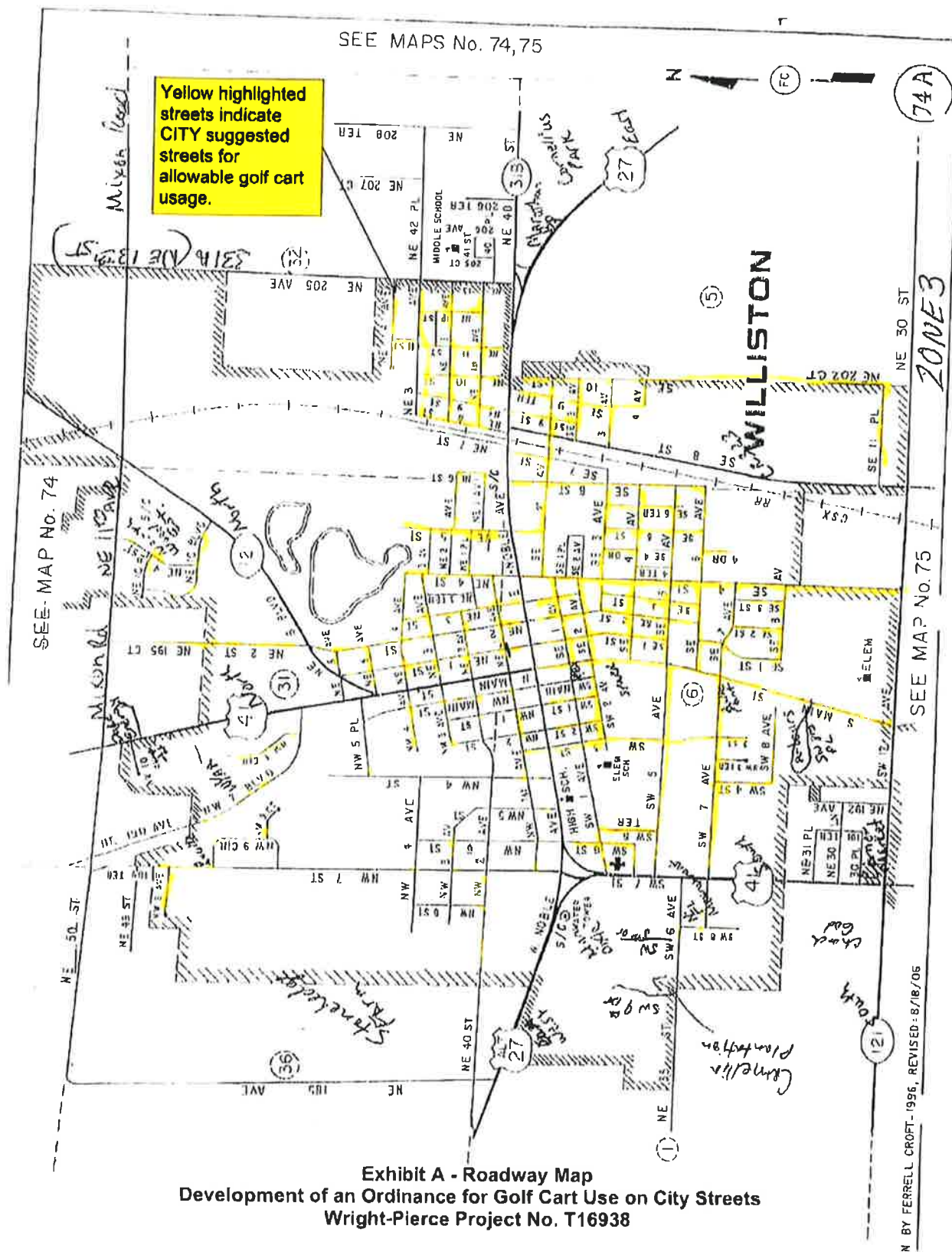
Date: _____

Ryan Wingard, PE

Vice President

cc: *Dennis Davis, Wright-Pierce*
Lucas Anthony, Wright-Pierce

WRIGHT-PIERCE 
Engineering a Better Environment



July 19, 2022

COUNCIL AGENDA ITEM

RESOLUTION 2022-67

A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON COUNCIL PRESIDENT TO SIGN AN AGREEMENT WITH AFSCME ON BEHALF OF THE GENERAL EMPLOYEES; AND PROVIDING AN EFFECTIVE DATE.

PREPARED BY: Donald Barber, Public Works Supervisor

BACKGROUND / DESCRIPTION:

The Collective Bargaining Unit began talks in April of this year. They requested changes to the contract for the General employees. Former HR Director Deanna Nelson and Public Works Supervisor Donald Barber were appointed by former City Manager Jackie Gorman to negotiate on behalf of the City of Williston. One meeting in June and two meetings in July happened with three different CBA's submitted by Mr. Thomas Cross on behalf of the Bargaining unit. A special meeting was held on August 31st. After this presentation and at council's direction, Mr. Barber has completed and the Bargaining Unit has agreed to the mutually acceptable changes.

LEGAL REVIEW: YES

FISCAL IMPACTS: NO

RECOMMENDED ACTION: Management recommends approval

ATTACHMENTS: AFSCME Florida

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION 2022-67

A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON COUNCIL PRESIDENT TO SIGN AN AGREEMENT WITH AFSCME ON BEHALF OF THE GENERAL EMPLOYEES; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA,

WHEREAS, the City and AFSCME have negotiated contract changes between the City of Williston and its general employees; and,

**WHEREAS, the City and AFSCME have agreed on all points of the contract; and
WHEREAS, AFSCME has signed the contract.**

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

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

SECTION 2. The City Council hereby adopts the contract between the City and AFSCME and authorizes the Council President to sign the contract on behalf of the City of Williston.

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

PASSED AND ADOPTED on _____, 2022.

CITY OF WILLISTON, FLORIDA

Debra Jones, President
Williston City Council

ATTEST: Latricia Wright
City Clerk

COLLECTIVE BARGAINING AGREEMENT

CITY OF WILLISTON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, FLORIDA COUNCIL 79, AFL-CIO



October 1, 2020 -September 30, 2023

Proposed New AFSCME Logo on Front Cover

- *Language in **Blue** denotes current language of the CBA being moved to a different article.*
- * Language in **Red** denotes proposed new or amended language.*

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Preamble

This agreement is entered into between the City of Williston ("Employer") and AFSCME Florida Council 79 ("Union").

The intent of the parties and purpose of this Agreement is to assure sound and mutually beneficial working and economic relationships between the parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth basic and full agreement between the parties concerning rates of pay, wages, hours, and other terms and conditions of employment.

There are and shall be no individual arrangements contrary to the terms herein provided. It is mutually understood and declared to be the public policy of the Employer and the Union to promote harmonious and cooperative relationships between the Employer and its employees, and to protect the public, assuring at all times the orderly and uninterrupted operations and functions of government

The Union agrees to support Federal, State, and Local laws requiring affirmative action to ensure equal employment opportunity.

AFSCME Local 2754
AFSCME – City of Williston
AFSCME Proposal 3
Date: August 31, 2022

Article 1- Union Recognition

1.1 Pursuant to, and in accordance with, all applicable provisions of Chapter 447, Florida Statutes, the Employer recognizes the Union as the exclusive collective bargaining representative for those Employees in the defined bargaining unit for the purpose of bargaining collectively in the determination of the wages, hours, and terms and conditions of the public employees within the bargaining unit covered by PERC certification number 1657, issued February 4th 2008.

Article 2 - Management Rights

2.1 It is the right of the City to determine unilaterally the purpose(s) of each of its constituent departments; to set standards of services to be offered to the public; and, to exercise discretion and control over its organization and operations. The Union expressly recognizes the City's sole and exclusive right to manage and direct the employees of the City.

2.2 The Union recognizes that all statutory and inherent managerial rights, prerogatives, and functions are retained and invested exclusively in the City except as expressly modified or restricted by specific provisions of this Agreement.

2.3 The Union recognizes that the City has the sole and exclusive rights, powers, authority, judgment, and discretion, including, but not limited to, the following:

- a.** To determine the organization of City government;
- b.** To determine the purpose of each of its constituent departments or subdivisions;
- c.** To exercise control and direction over the organization and efficiency of the operation of the City;
- d.** To set standards of productivity and for the service to be rendered;
- e.** To manage and direct the employees of the City;
- f.** To hire employees, determine their qualifications, assign, and direct their work, to classify, transfer, promote, train, schedule, retain, lay-off, recall, and retire employees;
- g.** To reprimand, suspend, demote, discharge, or otherwise discipline employees;
- h.** To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of the lack of work, funds or other legislative reasons that are not in conflict with this Agreement;
- i.** To determine the location, methods, means and personnel by which operations are to be conducted;
- j.** To determine the number of employees to be employed by the City;
- k.** To establish, change, modify, expand, reduce, alter, combine, transfer, assign or cease any job, department, operation, service or project;

- I. To establish, change or modify duties, tasks, responsibilities, or requirements within the job description in the interest of efficiency, economy, technological change, or operation requirements;
- m. To establish implement and maintain an effective internal security practice;
- n. To set dress code and uniform standards;
- o. To set the starting and stopping time and to schedule the number of hours and shifts to be worked;
- p. To approve or disapprove time off from work or leave without pay;
- q. To use independent contractors to perform work or services, to subcontract, contract out, close down or relocate the City's operations or portions thereof;
- r. To control and regulate the use of City machinery, facilities, equipment, and other property of the City;
- s. To establish, change, combine, or modify the duties, tasks, responsibilities or requirements within the job descriptions, policies, and rules and regulations of the City; and,
- t. To promulgate and enforce the City's personnel manual.

2.4 The City's failure to exercise any right, prerogative, or function, hereby reserved to it, or the City's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative or function or preclude from exercising the same in some other way not in conflict with the express provisions of this Agreement.

2.5 The above rights of the City are not all inclusive but indicate the type of matters or rights which belong to and are inherent to the City in its capacity of management. Any rights, powers, and authority the City had prior to entering into this agreement are retained by the City, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement. Those inherent and common law management functions and prerogatives which the City has not expressly modified or restricted by specific provisions of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.

2.6 If in the discretion of the Mayor, and/or his designee, it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions or what is judged to be a public danger or emergency, the provisions of this Agreement may be suspended by the Mayor and/or his designee during the time of the declared emergency provided that the wage rates and monetary fringe benefits shall not be suspended.

Article 3 - Union Security

- 3.1 In accordance with Chapter 447.301, Florida Statutes, Employees shall have the right to form, join or assist labor unions or labor organizations or to refrain from such activity, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.
- a) The Employer agrees to place copy of this Agreement in each work location for reference by bargaining unit employees
 - b) The Employer will notify the Union of all new persons hired into job classifications that are represented by the AFSCME bargaining unit.
- 3.2 Upon request of the Union, the Employer will, on a quarterly basis, provide the Union with a list of all Employees covered by the bargaining unit. The list will include the name, home address, Employee identification number, occupational code, home telephone number and gross salary of each Employee. The list will be provided at no cost to the Union.
- 3.3 The President of AFSCME Florida Council 79 or designee will be the official spokesperson for the Union in any matter between the Union and the Employer.
- 3.4 When the Employer establishes a new classification that would be included within the bargaining unit, the Union will be given notice in writing as to the Employer's determination of the unit to which the new classification will be assigned and whether the classification is competitive or non-competitive.
- 3.5 The Employer shall notify the Union of the class specification and pay range revisions to any classification that is presently in the certified bargaining unit for which the Union is the representative, prior to the implementation of those revisions. The Employer will provide this notice to the President of AFSCME Florida Council 79. The Union may submit comments about the revisions within ten (10) days of the date of the Employer's notice.
- 3.6 The Union has been provided with a copy of the Personnel Policy and Procedures Manual.

Article 4– Union Activity

4.1 Stewards and Representation

- a) The employees covered by this agreement will be represented by Stewards. A Steward assigned to more than one geographical location will be considered a Roving Steward to function properly under the stewardship procedure. A written list of Stewards and Alternates will be submitted to the Employer, together with the specific areas in which they will function. An Alternate Steward will only become active in the event of the physical absence of the Regular Steward, and upon prior notification by the Union. Alternate Stewards are subject to the same rules and regulations that govern the conduct of Stewards.
- b) The Employer recognizes and shall work with the appropriate Union Stewards and representative of AFSCME Florida Council 79 in matters relating to grievances and interpretation of this contract, including promoting harmonious working relationships.
- c) Union Stewards shall be active employees as designated by AFSCME Florida Council 79 and shall be members of the bargaining unit.
- d) Union representatives and Stewards are subject to the rules of the City of Williston and its independent agencies, as are all other Employees, except as specifically outlined in this Agreement.
- e) While on leave of absence, no Employee shall function as a Union Steward without mutual consent of the Union and the Employer.
- f) A written list of Union Stewards and Officers shall be furnished to the Employer prior to the effective date for their assuming duties of office. AFSCME Florida Council 79 shall notify the Employer promptly of any changes of such Union Stewards. No Union Steward shall perform any Union work unless the Union has complied with the requirements.
- g) A Union Steward shall be granted time off during working hours, without loss of pay, to investigate and settle grievances on the job site which is within their Jurisdiction. The Steward must secure approval from their immediate supervisor prior to performing such duty. The Steward receiving time off under this provision shall record their time before leaving the job and upon returning. When entering the area of a supervisor other than their own, the Steward shall notify the supervisor of their presence and purpose.
- h) A Steward shall only be granted time off under this provision when requested by another Employees. Union Stewards shall not conduct any grievance work on overtime or holiday time except in emergency situations. It is acknowledged that only one (1) Steward will work on grievances from any Employee. A Union officer may substitute for a Union Steward for all purposes set forth in this paragraph.

4.2 Nothing in this Agreement shall prevent any Employee from presenting at any time his or her own grievances in person or by legal counsel to the Employer or from having such grievances adjusted without the intervention of the bargaining agent, if the adjustment is not Inconsistent with

terms of the collective bargaining agreement when in effect, and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

- 4.3 Employees designated in the bargaining unit shall have the right to join, or refrain from joining, the Union to engage in lawful concerted activities for the purpose of collective bargaining, negotiations or any other mutual aid and protection, and to express opinions related to the conditions of employment, all free from restraint, discrimination, intimidation or reprisal because of that Employee's membership or lack of membership in the Union or by virtue of that Employee holding office or not holding office in the Union. This provision shall be applied to all Employees in the bargaining unit.
- 4.4 The Union shall neither actively solicit grievances nor collect Union monies on Employer property.
- 4.5 Officials of the Union may, with proper authorization which will not be unreasonably withheld, be admitted to the property of the Employer. Officials as designated above shall be able to talk with Employees before or after regular working hours or during lunch hours of said employees on Employer property in areas mutually agreed on by the Union and the Employer.
- 4.6 The local Union President or one alternate officially designated by the local Union President shall be granted reasonable time off during working hours without loss of pay for the purpose of attending to appropriate Union activities requiring their presence. This shall not be interpreted to limit the Union to the resolution of only one issue at a time City-wide but is Intended to limit the number of Union representatives being granted time off to attend to a single specific issue. The local Union President or alternate must secure approval from their immediate supervisor prior to performing such duty.

Article 5 - Employee Rights

- 5.1 The parties agree not to interfere with the right of any eligible employee to become a member of the Union, withdraw from membership in the Union or refrain from becoming a member of the Union. Further, the Employer agrees to distribute a packet of written information, created by the Union, to all Employees at the time of employee orientation. If the Union wishes to make a face-to-face presentation to new employees, the Employer requires that the Union arranges a mutually agreeable time and location with the employees' department head(s) or supervisor(s).
- 5.2 There shall be no discrimination by the Employer against any bargaining unit employee because of such individual's race, color, religion, creed, sex, national origin, disability, age, or marital status.
- 5.3 Nothing contained in this Agreement shall foreclose any Employee covered by this Agreement from pursuing any right or remedy, not including arbitration as defined in Article 6 available under this Agreement without representation of the Union. Further, nothing contained in this Agreement shall foreclose any Employee from discussing a non-contract problem directly with his immediate supervisor or other Department Head without the intervention of the Union, provided that the immediate supervisor or other Department Head agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

Article 6- Dues Deduction

6.1

- a) Upon receipt of a written authorization form from an Employee covered by this Agreement, the Employer will deduct the appropriate amount of Union dues and uniform assessments from the Employee's pay. This provision will provide for 52 or 26 deductions per year as applicable. The Employer will remit to the Union such sums no later than the tenth (10th) day of each month following such deductions. Changes in the Union membership dues rate will be certified to the Employer in writing over the signature of the authorized officer(s) of the Union, and shall be done at least thirty (30) days in advance of the effective date of such change. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance. On a monthly basis, the City will provide the Union with a report, showing the amount deducted and for whom, to be Included with the monthly checks.
- b) Deductions for Union dues and or uniform assessments shall continue until:
 - 1) the Employee revokes their authorization for dues deduction by submitting a signed letter to the Payroll Section revoking such authorization, with a copy to the Union; or,
 - 2) The authorization for dues deduction is revoked pursuant to Section 447.507 Florida Statutes; or,
 - 3) The termination of employment; or,
 - 4) The transfer, promotion, or demotion of the Employee out of the bargaining unit; or,
 - 5) The Union is no longer certified to represent the Employees in the bargaining unit.
- c) Requests for dues deduction or revocation of dues deduction will be processed on the next available payroll.
- d) No deduction shall be made from the pay of any Employee for any payroll period in which the Employee's net earnings for that payroll period are less than the amount of dues to be deducted. Net earnings shall mean earnings after required deductions are made for Federal taxes, Social Security, pensions, credit union, and health and life insurance.
- e) The Union will indemnify, defend, and hold the Employer harmless against any claim and against any suit instituted against the Employer on account of any deductions for Union dues or uniform assessments.

Article 7 - Bulletin Boards

- 7.1 The City will provide the Union bulletin board space for its exclusive use in the Department. The Union may post notices regarding the Union's meetings, elections and matters relating to the Union's business administration of this Agreement and professional education material. The Union may also provide its own bulletin boards.
- 7.2 No material, notices or announcements shall be posted which contain anything which adversely reflects upon the City of Williston, its independent agencies, or any labor organization among its Employees. Copies of any material posted shall be initialed by the Union's elected stewards and a copy shall be provided to the City Manager. Any documents posted on the bulletin board which are not initialed may be removed by the City Manager, the Department Head or designated appointee. If the document is removed, the City Manager, Department Head or designated appointee shall notify the Union's elected stewards that the document was removed.

Article 8- Prohibition of Strikes and Lockouts

8.1 There will be no strikes, work stoppages, picket lines, slowdowns, boycotts or concerted failure or refusal to perform assigned work by the Employees or the Union, as defined by Chapter 447, Florida Statutes, and there will be no lockouts by the City for the duration of this Agreement. The Union supports the City fully in maintaining normal operations.

8.2 The Union further agrees that its elected officers, agents or representatives, shall to the fullest extent possible, abide by the provisions of this Article and the law by remaining at work during any interruptions by others and to make every effort to compel bargaining unit members to cease their engagement in the activities recited in the preceding paragraph, to return to work and publicly disavow the strike.

8.2 8.3 Any Employee who participates in or promotes a strike, work stoppage, picket line, slowdown, boycott or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City and only the question of whether he did in fact participate in order to promote such action shall be subject to grievance and arbitration procedure, unless PERC assumes jurisdiction.

8.3 8.4 In the event of a strike, an official Union spokesperson shall promptly and publicly disavow such strike, order the Employees to cease the illegal activity and, if the Employees are not working, order them to return to work. It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of its citizens. Accordingly, it is understood and agreed that in the event of any violation(s) of this section, the City shall be entitled to seek and obtain immediate injunctive relief.

8.4 8.5 "Picketing" as used herein shall mean any action which has the effect of preventing or attempting to prevent employees from reporting to or continuing work or preventing the public from entering public facilities.

Article 9- Discharge and Discipline

- 9.1 No permanent Employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise disciplined except for just cause, and in no event until the Employee has been furnished with a written statement of the charges and the reasons for such actions. The statement will notify the Employee of their right to grieve the discipline, pursuant to the provisions of Article 6 of this Agreement.
- 9.2 Any written reprimand shall be furnished to the Employee and shall outline the reason for the reprimand. The Employee will be requested to sign this statement. If the Employee refuses to do so, this refusal shall be noted and placed in the Employee's personnel file. If the Employee signs this statement, such signature shall only acknowledge receipt of a copy of the reprimand and shall not mean that the Employee agrees or disagrees with the reprimand. The Employee's responding statement, if any, will be attached to the reprimand. The reprimand and the responding statement will be placed in the Employee's personnel file. A written reprimand is not subject to be grieved under this contract.
- 9.3 After a disciplinary detrimental document has been on file in the Employee's personnel file for a period of twenty-four (24) months, that document shall not be used in any adverse way against the Employee, unless the Employee has been written up for the same offense.
- 9.4 Personnel Records-There shall be only one personnel file for each Employee which shall be maintained in the Human Resources Division unless a different location is approved by the City Clerk. Duplicate personnel files may be established and maintained within an agency.
- The Employee affected shall be notified as to the location of all duplicate files pertaining to them. A copy of any documents placed in an Employee's official personnel file that are detrimental to the Employee shall be sent to the Employee. Only those disciplinary actions recorded in an Employee's official personnel file may be used as the basis for progressive discipline. Employees have the right to respond to any material included in their official personnel file. Employees have the right to review their own official personnel file at reasonable times under supervision of the designated records custodian
- 9.5 : Option for Appealing Disciplinary Action:
- a) Any Employee shall have the right to grieve a disciplinary action pursuant to the terms of this Agreement.
 - b) An Employee who elects to pursue the grievance procedure provided for in this Agreement shall follow the procedures for filing a grievance outlined in Article 6 10.

Article 10- Grievances and Arbitration Procedure

- 10.1
- a) For the purpose of this Agreement, a "grievance" is defined as a dispute involving the interpretation or application of this Agreement.
 - b) The term "days" as used shall mean calendar days.
 - c) The term "employee" shall not include probationary employees.

- d) Time limits may be waived by mutual consent.
 - e) Written notification is complete upon mailing in the U.S. Mail to the Employee's last known address listed in the Employer's personnel record maintained by the City. Hand delivery is an acceptable alternative. Service is effective if the Employee is competent to receive same.
 - f) Where a grievance is general in nature in that it applies to number of employees rather than a single employee, or if the grievance is directly between the Union and the City, such grievance shall be presented by the Union's representative in writing directly to the City Manager (Step III) within ten (10) days of the occurrence of the events giving rise to the grievance.
- 10.2 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement.
- 10.3 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step. Should the grieving party fail to observe the time limits as set forth in the steps of this article, his grievance shall be considered conclusively abandoned.
- 10.4 Grievances shall be presented in the following manner:
- a. Step 1: The Employee shall first take up his grievance with his immediate supervisor within fourteen (14) days of the occurrence of the events which gave rise to the grievance or from the date on which the Employee becomes knowledgeable of the cause of action. If the event(s) which gave rise to the grievance occurred at a time which the Employee was on annual leave, sick leave or other compensated leave, the fourteen (14) day period shall commence running immediately upon the Employee's return from such compensated leave or when an Employee is actually notified of the event(s) which gave rise to the grievance. The first step, between the Employee and his immediate supervisor, shall be on an informal or oral basis and shall not involve the Union or any representative of the Employee, unless requested by the Employee.
 - b. Step II: Any grievance which cannot be satisfactorily settled with the immediate supervisor shall be reduced to writing by the Employee and shall next be taken up with the Department Head. Such grievances shall be presented to the Department Head in writing within fourteen (14) days of the date of completion of the Step I meeting. The written grievance must include a concise statement of the facts alleged to support the grievance and shall be written on a grievance form attached to this Agreement as "Appendix A". ("Appendix A" is the AFSCME's standard form.) The Department Head, within fourteen (14) days upon receipt of the grievance, shall schedule a meeting with the Employee and his or her Union representative and render his decision on the grievance in writing, unless a longer period of time is mutually agreed upon.
 - c. Step III: Any grievance which cannot be satisfactorily settled with the Department Head shall next be taken up with the City Manager or his designee, either through a representative of the Union and the Employee, or by the Employee himself, at the Employee's option. The grievance as specified in writing in Step II shall be discussed by and between the Employee and/or

representative, if represented by the Union, with the City Manager or his designee, within ten (10) days after the completion of Step II. The City Manager, or his designee, within ten (10) days after this discussion (or such longer period of time as is mutually agreed upon) shall render his decision in writing, with a copy to the Union.

- d. Step IV, Arbitration: In the event a grievance processed through the grievance procedure has not been resolved in Step III above, the Union may request that the grievance be submitted to arbitration within thirty (30) days after the City Manager, or his designee, renders a written decision on the grievance. The parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names, from which each party shall have the option within ten (10) days of receipt of striking three (3) names in alternating fashion. The seventh (7th) or remaining name shall be the arbitrator. The parties shall jointly notify the arbitrator of his or her selection. Either party may object to all the names on the list provided the objection is made prior to the commencement of this striking process. If this occurs, the objecting party may request the Director of the Federal Mediation and Conciliation Service furnish another list of arbitrators. The City and the Union shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the hearing and the arbitrator thereafter shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written response presented in Step II and Step III of the grievance procedure. The arbitration proceeding shall be conducted in accordance with the rules of procedure promulgated by the American Arbitration Association and the following provisions:

1. The date, time and place of the hearing shall be established by consultation between the arbitrator, the Union and the City
2. The arbitrator shall have the jurisdiction and authority to decide whether the Imposed disciplinary action covered by the terms of the Agreement was for cause. If the arbitrator determines that disciplinary action covered by this Agreement was imposed for cause, the arbitrator may not alter or modify the severity of the disciplinary action by the City;
3. The arbitrator shall have no authority to modify, amend, add to, subtract from, change or otherwise alter or supplement the terms of this Agreement except the arbitrator may refer to the personnel manual and all police department policies and procedures;
4. The arbitrator shall have no authority to consider or rule upon any matter which is not subject to arbitration or which is not defined as a grievance in this Agreement;
5. The arbitrator may not issue declaratory or advisory opinions and shall confine the decision exclusively to the question presented;
6. The arbitrator may not make any decision limiting or interfering in any way with the powers, duties and responsibilities of the City under the Constitution of the State of Florida and the United States or under any applicable laws and rules and regulations except as such powers, duties and

responsibilities have been lawfully abridged, delegated or modified by the express provision of this Agreement;

7. The arbitrator may not make any decision that is based upon any past practices defined in Article 18;
8. The arbitrator's award may not provide for back pay which exceeds the amount of pay the Employee would otherwise have earned at the Employee's regular rate of pay, and such back pay shall not be retroactive to a date earlier than the date of the occurrence of any event giving rise to the grievance under consideration. The arbitrator will offset any back pay by interim earnings which the grievant may have received during the back pay period;
9. Where there is an issue regarding arbitrability, it is understood that that issue will be resolved separate and apart from the merits of the grievance. Issues of arbitrability shall be resolved by the arbitrator prior to the substantive merits of the grievance. Should the matter be found to be arbitrable, the parties may select another arbitrator to consider the substantive merits of the grievance;
10. The fees and expense of the arbitrator shall be borne by the party who does not prevail in the arbitration proceedings. The cost of the transcript of the arbitration proceeding shall be borne by the party requesting it, unless both parties agree that a transcript is necessary, then the cost of the transcript shall be divided equally between the City and the Union. Each party, however, shall be responsible for compensating and paying the expense of its representatives, witnesses and attorneys;
11. Unless mutually waived, copies of the arbitrator's decision shall be furnished to both parties within thirty (30) days of the close of the arbitration hearing. The arbitrator's decision shall be final and binding on the parties;
12. Consistent with the provisions of the Florida Public Employees Relation Act, Chapter 447, Florida Statutes, unless amended, it is mutually acknowledged and agreed that this Agreement be administered within the amounts agreed to by the City Council for funding the Agreement, and the arbitrator shall have no authority, power or justification to construe any provision of the law, statute, ordinance, rule or regulation or provision of this Agreement to result in, obligate or cause the City to bear any expense, debt, cost or liability which would result, directly or indirectly, in the City exceeding the amounts initially agreed to by the City Council for the funding of this Agreement. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void;
13. There shall be no reprisals against any of the participants of the grievance procedure set forth in this Article because of their participation.

Article 11- Special Meetings

- 11.1 The City Manager, or their designee, and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request or other subjects mutually agreed to, but it is understood that the special meetings shall not be used to renegotiate this Agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written request, and at a time and place mutually agreeable to the parties. The Union shall have the right at these special meetings to recommend to the City Manager, or their designee, corrections of any inequities known to the Union.

Article 12 - Holidays

12.1 Employees in the bargaining unit shall be entitled to twelve (12) holidays with pay each year as follows:

<u>Date</u>	<u>Holiday</u>
January 1 st	New Year's Day
Third Monday in January	Martin Luther King, Jr. Birthday
Third Monday in February	President's Day
Friday Before Easter	Good Friday
Last Monday in May	Memorial Day
July 4 th	Independence Day
First Monday in September	Labor Day
November 11 th	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday After Thanksgiving	
December 25 th	Christmas Day
Day Before and After Christmas	

Employees shall also be entitled to a paid holiday for any day declared a holiday by ordinance of the City Council, or by proclamation of the Mayor.

12.2 When an observed holiday occurs on an Employee's scheduled day off, the Employer may elect to either schedule the Employee to take a day off at another mutually agreeable date or to compensate the Employee at the Employee's regular straight time rate for the holiday.

12.3 An Employee who is required to perform work or to render services on one of the holidays listed in section 12. 1 shall be compensated at one and one half (1-1/2) times the Employee's regular straight time hourly rate for any hours worked. In addition, the Employee will receive straight time pay for that day or the Employer may elect to schedule the Employee to take equal time off at another date mutually agreed to.

12.4 A permanent, probationary, or provisional employee shall receive payment for any paid holiday unless:

- a) The Employee has an unexcused absence on the last regular workday preceding such a holiday or on the next regular workday following such holiday;
- b) The Employee is scheduled to work on the holiday and fails to report for work without a justifiable reason for the absence;
- c) The Employee is on leave of absence without pay; or,
- d) The Employee is receiving a wage benefit from workers compensation.

12.5 Those Employees who work a Monday through Friday work week shall observe holidays as follows. Holidays occurring on Saturday shall be observed on Friday. Holidays occurring on Sunday shall be observed on Monday. All other Employees shall observe the holidays on the date on which the holiday occurs.

Article 13- Health and Safety

13.1 The Employer agrees that it will conform to and comply with safety, health, sanitation and working conditions properly required by Federal, State, and local law. The Employer and the Union will cooperate in the continuing objectives of elimination of safety and health hazards due to unsafe working conditions and inadequate restroom facilities where they are shown to exist.

13.2 The Employer will provide protective devices, wearing apparel and other equipment necessary to protect Employees from injury in accordance with established safety practices. Such practices may be improved from time to time by the Employer's in-house safety representatives. The Union may submit safety recommendations as needed to the City Manager or designee. When protective devices, apparel and equipment are provided, they must be used. Failure by the Employee to obey safety regulations and to use safety devices shall be just cause for disciplinary action.

Article 14- Limited Emergency

14.1 During a declaration of emergency by the Mayor or Governor or when an emergency may reasonably be determined to be imminent, provisions of this Agreement addressing notifications, scheduling and shift assignment requirements may be suspended during the time of the declared emergency, provided that wage rate and monetary fringe benefits shall not be suspended.

Article 15- Witness Service

15.1 Any Employee who is called to testify while off duty in any court proceeding as a result of his or her normal City or independent agency duties shall be entitled to compensation for all hours while on such special duty. The Employee will be compensated for these special duty hours at the Employee's hourly rate. The Employee will be compensated for a minimum of two (2) hours.

Article 16 - Job Posting

16.1 Whenever a job opening occurs that the Employer intends to fill by examination, the Employer shall publish notice of the examination schedule on all appropriate bulletin boards for five (5) working days in the case of internal recruitment, and for five days (5) in case of external recruitment.

16.2 Employees who wish to apply for the examination must do so in writing within the period provided above.

16.3 The Employer may assign or reassign Employees to temporarily fill job openings. These temporary assignments shall be considered as training assignments by which an Employee may obtain experience that will enable the Employee to qualify for future promotions.

Article 17 - Wages

17.1 Effective October 1, 2020 ~~2022~~ for the fiscal year 2020-2021 ~~2022-2023~~, all employees shall receive a increase to their base pay rate based upon the supporting documents accompanying the final budget approved by the Williston City Council. ~~employees with less than six months of employment service will receive an increase to their hourly rate of fifty cents (\$0.50) per hour. For employees with longer than six months will receive an increase to their hourly rate of one dollar (\$1.00) per hour.~~

(A) When an employee receives a job-related license within the employee's classification, as pre-approved and determined by the supervisor or director of the department, the employee's hourly rate shall be increased by one dollar (\$1.00) per hour per license obtained.

(B) In the case of voluntary demotions, the base salary of the employee will be placed within the range of the lower Pay Grade. If the employee is promoted again within a six (6) month period following the demotion, he/she will receive a promotional increase to the rate received prior to demotion.

(C) Employees may accrue a maximum of eighty (80) hours of Compensatory or Flex time off. This Compensatory time will not be paid out when the employee leaves or is terminated. Compensatory time must be used prior to vacation time use. The employer may also require employees to accept overtime wages for hours worked in excess of forty (40) hours in a workweek.

17.2 On-Call

Employees must be available to answer the phone and to report to duty as needed during the on-call shift hours assigned. Employees assigned to on-call duty during off duty hours shall receive the following rates:

1. Electric Department shall receive eight point two five (8.25) hours of straight time for being On-Call for the week.
2. Water, Gas, and Sewers Department shall receive four (4) hours of overtime at the rate of time and one half for being On-Call for the week.

Article 18 - Past Practice

18.1 This Agreement, upon ratification by the bargaining unit Employees and the City, supersedes and cancels all prior practices and understandings predating this Agreement except that all pay and benefit provisions, work rules and regulations set forth in the City's administrative rules and regulations and the City's policies and procedures manuals which are in effect prior to the effective date of this Agreement and which are not specifically modified by this Agreement shall be binding on either party during the term of this Agreement.

Article 19 - Severability

19.1 In the event any article, section or portion of this Agreement should be held Invalid or unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specified in the court's decision. Upon request of either party, the parties agree to meet for the purpose of negotiating a substitute for that specific article, section, or portion thereof. All other articles, sections or portions of this Agreement shall remain valid and enforceable.

Article 20- Entire Agreement

20.1 Agreement and Reopeners

- a) 20.2 This agreement upon ratification supersedes and cancels all prior agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.
- b) 20.3 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- c) 20.4 The City and the Union, during the term of this Agreement voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.
- d) 20.5 Nothing herein shall preclude the City or the Union from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.
- e) 20.6 This section shall not be construed to in any way restrict the parties from commencing negotiations under the applicable law on any succeeding agreement to take effect upon termination of this Agreement.

Article 21 -Terms of Contract

~~Section 1~~

21.1 This agreement shall become effective the first day of October 2020 and shall remain in full force and effect through the 30th day of September 2023, and will continue thereafter in full force and effect from year to year unless not less than sixty (60) days prior to the termination date above or any anniversary thereof, either party gives notice in writing to the other of its desire to amend, add to or terminate this agreement

~~Section 2~~

21.2 The parties will reopen wages by giving written notice of such intent by April 1st each year during the term of this agreement.

Signatures:

CITY COUNCIL AGENDA ITEM

September 20th, 2022

TOPIC: Resolution 2022-68

REQUESTED BY: Terry Bovaird, Interim City Manager / Donald Barber, Public Works Supervisor

BACKGROUND / DESCRIPTION:

On September 10th, 2022, the electric crew was called out for an outage. The issue, upon discovery, was the main recloser at the duke substation feeding the east circuit. Electric Supervisor Michael Miller had to temporarily bypass the recloser to restore active power transmission to the East circuit of Williston. Duke has given the City of Williston two weeks to come into compliance and acceptable safety standards.

It is the desire of staff to not be put in this position again. To move forward, staff is requesting to not only replace the defective recloser, but also to have a spare on hand. Staff would like to move forward with an order for two reclosers so that we are pro-active instead of reactive.

LEGAL REVIEW: None

FISCAL IMPACTS: YES / Utility Reserves

RECOMMENDED ACTION: Staff recommends Approval

ATTACHMENTS: Resolution 2022-68

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION 2022-68

A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON COUNCIL PRESIDENT TO AUTHORIZE THE PURCHASE OF TWO RECLOSER REPLACEMENT PARTS; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA,

WHEREAS, the City provides electrical service to the majority of the city's residents; and,

WHEREAS, the recloser on the east circuit has suffered a critical failure; and

WHEREAS, a replacement recloser is needed in the next two weeks.

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

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

SECTION 2. The City Council hereby authorizes the purchase of two replacement reclosures, not to exceed \$100,000.00, and authorizes the Council President to sign for the purchase on behalf of the City of Williston.

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

PASSED AND ADOPTED on September 20, 2022.

CITY OF WILLISTON, FLORIDA

Debra Jones, President
Williston City Council

ATTEST: Latricia Wright
City Clerk

Date: September 20, 2022

COUNCIL AGENDA ITEM

REVIEW, DISCUSSION AND APPROVAL OF CONTRACT AMMENDMENT WITH INFRAMARK FOR FINANCIAL SERVICES.

REQUESTED BY: FINANCE DIRECTOR PREPARED BY: FINANCE DIRECTOR

BACKGROUND / DESCRIPTION: On September 17, 2019, the City executed a contract amendment with Inframark for financial services. The agreement was for a three-year term with the final year ending on September 30, 2022. This agenda item includes a contract amendment which would extend the term for three more years through September 30, 2025.

Contract Scope

The contract amendment as currently proposed would have the following changes to the scope.

1. The Onsite position was removed from the contract.
2. The Accounts Payable services were removed. Those activities will be performed by a new on-site City-staffed position.

All other services/functions/activities (including payroll services) would remain the same and be performed by our remote staff. The staffing plan was included on the next page followed by the contract amendment and scope of services.

Fee Schedule

- The contract amendment includes a 4% CPI for year 2 and 3. The current annual fee is \$168,547. Year 1 would represent a reduction of \$53,547 in the contract.
 - Year 1: \$115,000 annually
 - Year 2: \$119,600 annually
 - Year 3: \$124,384 annually

LEGAL: REVIEW: Pending

FISCAL IMPACTS: See above fee schedule

RECOMMENDED ACTION: Authorize Council President to execute contract amendment with Inframark, Inc pending legal review.

ATTACHMENTS: X CONTRACT X RESOLUTION X OTHER

COUNCIL ACTION: APPROVED DISAPPROVED

RESOLUTION NUMBER 2022-69

A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, AMENDING THE INFRAMARK, LLC CONTRACT TO PROVIDE FOR AN EXTENSION OF THE TERM OF THE EXISTING CONTRACT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 21, 2011, the parties entered into the Agreement whereby the Manager agreed to provide, financial, accounting and payroll services for the City; and

WHEREAS, on October 1, 2012, the parties entered into an amendment to the agreement to extend the term of the contract and amend the scope of services and fee for services;

WHEREAS, on October 1, 2013, the parties entered into an amendment to the agreement to extend the term of the contract;

WHEREAS, on September 23, 2014, the parties entered into a Third Amendment to the Agreement to extend the term of the Agreement;

WHEREAS, on October 1, 2015, the parties agreed to a Fourth Amendment to the Agreement to extend the term of the Agreement and add services related to chapter 119.0701 of the Florida Statutes;

WHEREAS, on October 1, 2016, the parties agreed to a Fifth Amendment to the Agreement to extend the term of the Agreement and add services related to chapter 119.0701 of the Florida Statutes;

WHEREAS, Severn Trent Environmental Services, Inc. changed its structure to Severn Trent Environmental Services, LLC and on or about December 1, 2017, Severn Trent Environmental Services, LLC changed its name to Inframark, LLC; and

WHEREAS, on September 17, 2019, the parties agreed to a Sixth Amendment to the Agreement to extend the term of the Agreement and add services related to chapter 119.0701 of the Florida Statutes;

WHEREAS, the parties desire to amend this contract to provide for an extension of the term of the contract; and

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

SECTION 1. The Williston City Council hereby authorizes the Council President to execute an amendment to the current contract with Inframark to provide for an extension of terms for a three-year period as outlined in the Attachment #1.

SECTION 2. The correction of typographical errors, which do not affect the intent of this Resolution, may be authorized by review of the City Attorney or designee without public hearing by filing a corrected copy of the same with the City Clerk.

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

DULY PASSED, ADOPTED AND MADE EFFECTIVE by the City Council of the City of Williston, Florida, on this 20th day of September 2022.

**CITY COUNCIL
CITY OF WILLISTON, FLORIDA**

ATTEST:

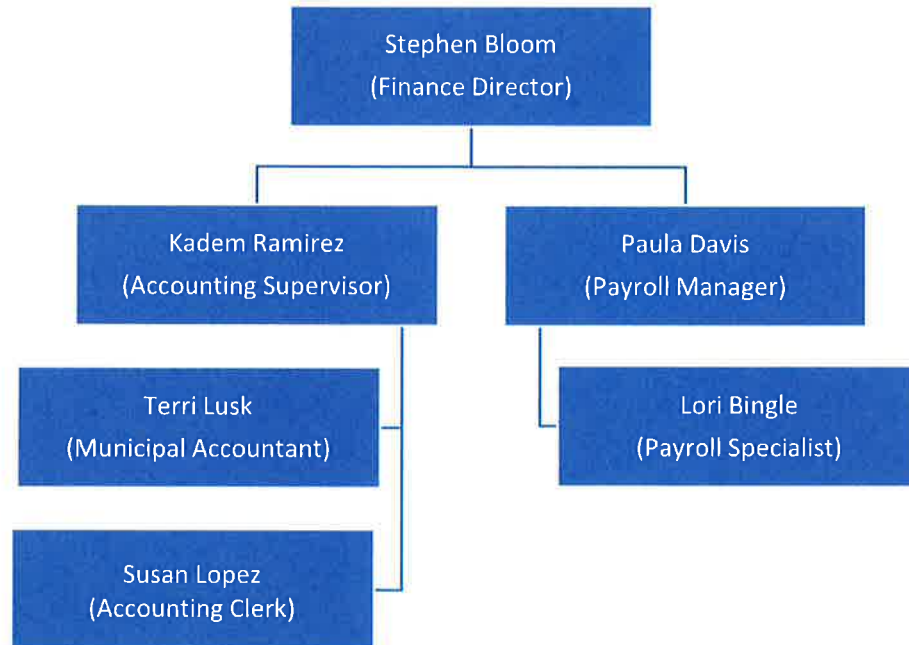
Debra Jones, President, City Council

Latricia Wright, City Clerk

Attachment: Amendment to the Management Services Agreement between the City of Williston, Florida and Inframark, LLC.

Finance Department – Staffing Plan

Below is the staffing plan for the City's finance department:



**SEVENTH AMENDMENT TO THE
MANAGEMENT SERVICES AGREEMENT BETWEEN
THE CITY OF WILLISTON, FLORIDA AND INFRAMARK, LLC (formerly
SEVERN TRENT ENVIRONMENTAL SERVICES, INC.)**

THIS SEVENTH AMENDMENT is made and entered into this _____ day of _____, 2022 by and between:

The City of Williston, a municipal corporation in the State of Florida, located at 50 North West Main Street, Williston, Florida 32696 (the “City”); and

Inframark, LLC, formerly Severn Trent Environmental Services, Inc., a Texas limited liability company, with offices located at 210 North University Drive, Coral Springs, Florida 33071 (the “Manager”).

RECITALS

WHEREAS, on June 21, 2011, the Manager, then known as Severn Trent Environmental Services, Inc., and the City entered into the Agreement whereby the Manager agreed to provide, financial, accounting and administrative advisory services for the City (the “Agreement”); and

WHEREAS, on October 1, 2012, the parties entered into a First Amendment to the Agreement to extend the term of the Agreement and amend the scope of services and fee for services;

WHEREAS, on October 1, 2013, the parties entered into a Second Amendment to the Agreement to extend the term of the Agreement;

WHEREAS, on September 23, 2014, the parties entered into a Third Amendment to the Agreement to extend the term of the Agreement;

WHEREAS, on October 1, 2015, the parties agreed to a Fourth Amendment to the Agreement to extend the term of the Agreement and add services related to chapter 119.0701 of the Florida Statutes;

WHEREAS, on October 1, 2016, the parties agreed to a Fifth Amendment to the Agreement to extend the term of the Agreement and add services related to chapter 119.0701 of the Florida Statutes;

WHEREAS, Severn Trent Environmental Services, Inc. changed its structure to Severn Trent Environmental Services, LLC and on or about December 1, 2017, Severn Trent Environmental Services, LLC changed its name to Inframark, LLC;

WHEREAS, on September 17, 2019, the parties agreed to a Sixth Amendment to the Agreement to extend the term of the Agreement and revise the Manager’s compensation; and

WHEREAS, the parties desire to amend the Agreement, as previously amended, to provide for an extension of the term of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. The Recitals so stated herein are true and correct and by this reference are incorporated into and form a material part of this Agreement.
2. Article 5, Term: 5.1 of the Agreement is hereby amended to read as follows: "This Agreement shall commence on the date hereof and shall continue for a term of three (3) years until midnight of September 30, 2025."
3. Exhibit A – Scope of Services is replaced in its entirety with the Exhibit A attached to this Seventh Amendment.
4. Exhibit B – Fee Schedule is hereby amended to include the following annual management fees for the Scope of Services set forth in Exhibit A to be rendered throughout the term as set forth herein:
 - Beginning 10/1/2022 through 9/30/2023: \$115,000 annually
 - Beginning 10/1/2023 through 9/30/2024: \$119,600 annually
 - Beginning 10/1/2024 through 9/30/2025: \$124,384 annually
5. Exhibit C – Reimbursable Schedule is amended to include the following:

City Required Training for On-site Staff	Cost for class and travel
Mail Distribution	
General Distribution-Includes label, folding, insertion of up to two items and delivery to the post office	\$0.35 per piece
General Distribution - Additional inserts over two	\$0.03 per additional page
Labels	\$0.08 each
Certified Mail	Current rate charged by postmaster plus handling charge of \$5.00
Postage	Current rate charged by postmaster (no add on)
Copies	
Black and white, single sided	\$0.18 per copy up to 100 copies \$0.10 per copy thereafter
Color (single sided)	\$0.50 per copy
Black and white, duplex (two-sided)	\$0.21 per duplex copy
Max Meetings of 18 per year. Any City requested meetings over 18 will be reimbursed by City for travel costs and time	Travel costs

6. This Amendment shall be effective on the 1st day of October 2022.

7. With the sole exception of the amendments set forth in this Seventh Amendment, the Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties. All other terms and provisions of the Agreement, as previously amended, remain in full force and effect to the extent that they do not conflict with this Seventh Amendment. In the event of any conflict between the provisions of this Seventh Amendment and the provisions of the Agreement, as previously amended, the provisions in this Seventh Amendment will control.

IN WITNESS WHEREOF, the parties hereto have caused this Seventh Amendment to be duly executed as of the date and year first above written.

CITY OF WILLISTON, FLORIDA

BY: _____
Debra Jones, Council President

ATTEST: _____
Latricia Wright, City Clerk

INFRAMARK, LLC

BY: _____
TITLE: _____

ATTEST: _____

Exhibit A: Scope of Services

The following services will be performed by Inframark staff at the Coral Springs and/or remote offices. Stephen Bloom will serve as the City's Finance Director coordinating all the services outlined below in conjunction with the City's staff.

Accounting / Financial Services

- Maintain a Government Fund Accounting System in accordance with:
 - The Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting.
 - Generally Accepted Accounting Principles (GAAP); and
 - Government Accounting Standards Board (GASB) principles.
- Maintain proper fund accounting procedures.
- Assist with collection of all revenue and establishes processes for recording receivables including but not limited to utility billing, collection activities and reporting.
- Work with local, state, and federal agencies to ensure all revenue is collected on time and all reports are filed according to Florida state regulations.
- Prepare quarterly financial reports as required by the City Manager and City Council.
- Reconcile and analyze balance sheet accounts and operating expense statements.
- Assist and prepare, in conjunction with the City staff and other governmental entities, the annual budget and budget amendments per GASB and Governmental Finance Officers Association (GFOA) standards.
- Coordinate and facilitate the annual audit process and prepare schedules required by the auditors.
- Prepare and submit documents required to meet the annual financial statutory reporting requirements.
- Establish procedures to record and track all assets purchased, constructed, donated or conveyed to the City.
- Assist City staff with the preparation and filing of compliance and regulatory reports, to include American Rescue Plan Act (ARPA) and any state or federal grant submissions.
- Implement policies and procedure to document, track and control all treasury transactions.

Exhibit A: Scope of Services

Accounting / Financial Services (continued)

- Reconcile all bank, investment, revolving credit, credit card and merchant accounts.
- Submit annual banking report to State and assist with coordination of all City accounts.
- Coordinate and implement the City's Investment Policies and Procedures as directed by the City Manager and City Council and pursuant to the City policy and Chapter 218, of the Florida Statutes.
- Produce timely reports on the performance of the City's investments as directed.
- Consult on special funding mechanisms/sources.
- Assist with comparative analysis on all City fees and utility rates.
- Provide independent review of proposed capital improvement / grant program and provide recommendations to the City Manager on implementation.
- Assist with grant accounting procedures, tracking and reporting.

Payroll Services

- Coordinate and manage all payroll disbursements for City employees.
- Process and remit all federal and state payroll tax payments.
- Prepare all Payroll Federal and State Tax filings to meet statutory requirements.
- Track all sick, personal and vacation time according to the City's established policy.
- Calculate, reconcile, and remit all pension contributions.

Date: 9/20/2022

COUNCIL AGENDA ITEM

RESOLUTION 2022-70:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE THE TERMINATION AGREEMENT REGARDING THE PUBLIC TRANSPORTATION GRANT AGREEMENT EXECUTED ON MAY 12, 2022, FDOT PROJECT NUMBER 425471-2 WILLISTON MUNICIPAL AIRPORT – TRANSIENT TURF APRON PROJECT.

REQUESTED BY: BENTON STEGALL AIRPORT MANAGER

PREPARED BY: BENTON STEGALL AIRPORT MANAGER

FISCAL IMPACTS: Minimal, All grant funding put towards this project will be allocated to the upcoming Terminal building project. There are no outstanding invoices on this project.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2022-70	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

COUNCIL ACTION:

☐ APPROVED

☐ DENIED

CITY COUNCIL RESOLUTION NUMBER 2022-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE THE TERMINATION AGREEMENT REGARDING THE PUBLIC TRANSPORTATION GRANT AGREEMENT EXECUTED ON MAY 12, 2022, FDOT PROJECT NUMBER 425471-2 WILLISTON MUNICIPAL AIRPORT – TRANSIENT TURF APRON PROJECT.

WHEREAS, the State of Florida Department of Transportation and the City of Williston on 5/12/2022 (date original Agreement entered) entered into a Public Transportation Grant Agreement (“Original Agreement”);

WHEREAS, the Parties have agreed to terminate the Original Agreement on the terms and conditions set forth in the Termination Agreement (attached hereto as Exhibit “A”);

WHEREAS, the Williston Council President is an appropriate party to execute documents related to such Termination Agreement;

WHEREAS, the City Council has determined it is in the City’s best interest to authorize the City Council President to execute this Termination Agreement; and

WHEREAS, it is in the best interest of the City of Williston to execute the Termination Agreement.

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

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

Section 2. In consideration of the premises above it is agreed that the City Council President shall execute the Termination Agreement and that, in so doing, the Original Agreement is hereby terminated and each party relieves the other of any obligations under said Original Agreement.

Section 3. The City Council hereby approves the Termination Agreement attached hereto as Exhibit “A”.

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

PASSED AND ADOPTED at a meeting of the City Council this 20th day of September, 2022.

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 or
Kiersten N. Ballou, City Attorney

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

Form 725-000-05
STRATEGIC
DEVELOPMENT
OGC 02/19

Financial Project Number(s): (item-segment-phase-sequence) <u>425471-2</u>	Fund(s): Work Activity Code/Function: <u>215</u> Federal Number/Federal Award Identification Number (FAIN) – Transit only: <u>N/A</u> DUNS Number: Agency SAM/UEI Number:	DDR <u>215</u> <u>N/A</u> <u></u> <u></u>	FLAIR Category: <u>088719</u> Object Code: <u>740100</u> Org. Code: <u>55022020228</u> Vendor Number: <u>VF596000451013</u> Amendment Number: <u></u>
Contract Number: <u>G2833</u>	CFDA Number: <u>N/A</u>	CFDA Title: <u>N/A</u>	CSFA Number: <u>N/A</u>
CSFA Title: <u>N/A</u>			

THIS TERMINATION OF THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Termination Agreement") is made and entered into on 5/12/2022, by and between the State of Florida, Department of Transportation ("Department"), and City of Williston, ("Agency"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the parties have determined that the performance of the PUBLIC TRANSPORTATION GRANT AGREEMENT entered into between the parties on 5/12/2022 is not in their best interests.

WHEREAS, the parties agree to terminate the referenced PUBLIC TRANSPORTATION GRANT AGREEMENT; and

WHEREAS, there are no outstanding invoices related to this PUBLIC TRANSPORTATION GRANT AGREEMENT.

NOW, THEREFORE, in consideration of the premises it is agreed that the above described agreement is terminated and each party relieves the other of any obligations.

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

AGENCY,

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: James M. Knight, P.E.
Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Date: 9/20/2022

COUNCIL AGENDA ITEM

RESOLUTION 2022-71:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT FOR FINANCIAL PROJECT NUMBER 4444473-1-94-23 REGARDING THE WILLISTON MUNICIPAL AIRPORT – NEW HANGAR BUILDINGS; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE

REQUESTED BY: BENTON STEGALL AIRPORT MANAGER

PREPARED BY: KIERSTEN BALLOU AIRPORT MANAGER

FISCAL IMPACTS: This project will build at least 1 set of 8 T-hangers. At our current T-hanger rate it will generate \$28,800 in revenue as well as additional revenue in fuel sales.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2022-71	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

COUNCIL ACTION:

☐ **APPROVED**

☐ **DENIED**

CITY COUNCIL RESOLUTION NUMBER 2022-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT FOR FINANCIAL PROJECT NUMBER 4444473-1-94-23 REGARDING THE WILLISTON MUNICIPAL AIRPORT – NEW HANGAR BUILDINGS; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Williston Municipal Airport is in need of construction of a additional T-Hangar Buildings; and

WHEREAS, grant funding is available for the construction of additional T-hangar buildings; and

WHEREAS, the State of Florida Department of Transportation has submitted to the City a Public Transportation Grant Agreement (hereinafter “Agreement”); and

WHEREAS, the Williston Council President 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 City Council President to execute this Agreement, an unexecuted copy of which is attached hereto as Exhibit A; and

WHEREAS, it is in the best interest of the City of Williston to execute the Agreement.

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

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

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

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

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

PASSED AND ADOPTED at a meeting of the City Council this 20TH day of September 2022.

CITY OF WILLISTON, FLORIDA

BY: _____
Debra Jones, City Council President

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

Latricia Wright, City Clerk

Approved as to Form and Legality:

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

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 04/22

Financial Project Number(s): (Item-segment-phase-sequence) 444473-1-94-23	Fund(s): Work Activity Code/Function: 215 Federal Number/Federal Award Identification Number (FAIN) – Transit only: N/A Federal Award Date: N/A Agency SAM/UEI Number: _____	DDR,DPTO FLAIR Category: 088719 Object Code: 751000 Org. Code: 55022020228 Vendor Number: VF596000451013
Contract Number: _____	CFDA Number: N/A	
CFDA Title: N/A	CSFA Number: 55.004	
CSFA Title: Aviation Grant Program		

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

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

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

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

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

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

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

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

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.
6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through September 30, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
- a. ☐ If this box is checked the following provision applies:
- Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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9. Project Cost:

- a. The estimated total cost of the Project is \$207,500. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$207,500 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

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

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

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

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

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

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

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

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

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

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

State Funded:

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

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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

And

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

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

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- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of

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Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,

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- coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
 - e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in

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contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of Williston

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: James M. Knight, P.E.

Title: _____

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design & Construct New Hangars

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), aircraft tie downs, drainage, utilities, primary and back-up power supplies, buildings (foundation, structure, roof, MEP, drainage, fire prevention, and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the Hangar project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Design & Construct New Hangars

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

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

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.





PASSERO ASSOCIATES, LLC
 Engineering Surveying
 Architecture Planning
 4730 Cuna-Cola Way, Suite 200
 St. Augustine, Florida 32085
 (904) 757-6106
 www.passero.com

Project: T-HANGAR CONSTRUCTION	
WILLISTON MUNICIPAL AIRPORT - X60	
Drawing: PROJECT SKETCH	
Owner: CITY OF WILLISTON 50 NW MAIN ST. P.O. BOX 160 WILLISTON, GA 32096	PRINCIPAL-IN-CHARGE: BAW PROJECT MANAGER: SDP PREPARED BY: RCB

Project No: 20090041.0000
Drawing No:
Scale:
Date: August 2022

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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
444473-1-94-23	DDR	088719	2023	751000	55.004	Aviation Grant Program	\$200,000.00
444473-1-94-23	DPTO	088719	2023	751000	55.004	Aviation Grant Program	\$7,500.00
Total Financial Assistance							\$207,500.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$207,500.00	\$0.00	\$0.00	\$207,500.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$207,500.00	\$0.00	\$0.00	\$207,500.00			

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

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

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

Donna Whitney

Department Grant Manager Name

Signature

Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

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

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

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

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

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

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

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

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

Insert District PIO contact info:

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

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

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ENGINEER'S CERTIFICATION OF COMPLIANCE

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

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

A. General.

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

B. Agency Compliance Certification.

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

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Intergovernmental Programs
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

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- b. Florida Administrative Code (FAC)**
 - Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
 - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
 - Section 62-256.300, FAC, Open Burning, Prohibitions
 - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety
 - c. Local Government Requirements**
 - Airport Zoning Ordinance
 - Local Comprehensive Plan
 - d. Department Requirements**
 - Eight Steps of Building a New Airport
 - Florida Airport Revenue Use Guide
 - Florida Aviation Project Handbook
 - Guidebook for Airport Master Planning
 - Airport Compatible Land Use Guidebook
- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:
- a. Federal Requirements**
 - FAA AC 70/7460-1, Obstruction Marking and Lighting
 - FAA AC 150/5300-13, Airport Design
 - FAA AC 150/5370-2, Operational Safety on Airports During Construction
 - FAA AC 150/5370-10, Standards for Specifying Construction of Airports
 - b. Local Government Requirements**
 - Local Building Codes
 - Local Zoning Codes
 - c. Department Requirements**
 - Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
 - Manual on Uniform Traffic Control Devices
 - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
 - Standard Specifications for Construction of General Aviation Airports
 - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:
- a. Federal Requirements**
 - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
 - National Environmental Policy of 1969
 - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
 - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
 - b. Florida Requirements**
 - Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
 - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
 - Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

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

1. Accounting System.

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

2. Good Title.

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

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

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

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

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

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
 - b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.
- 13. Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.
- 14. Operations and Maintenance.**
 - a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
 - b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.
- 15. Federal Funding Eligibility.**
 - a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
 - b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.
- 16. Project Implementation.**
 - a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
 - b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
 - c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.
- 17. Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.
- 18. Airfield Access.**
 - a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

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

20. Consultant, Contractor, Scope, and Costs.

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

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

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

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

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

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

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

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

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

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$207,500

*The award amount may change with amendments

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

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

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

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

Date: 9/20/2022

COUNCIL AGENDA ITEM

RESOLUTION 2022-72:

A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, TO BE KNOWN AS THE NORTHERN TURNPIKE EXTENSION "NO BUILD" RESOLUTION; REQUESTING THE HONORABLE GOVERNOR RON DESANTIS AND THE SECRETARY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION TO DIRECT THE DEPARTMENT TO ADOPT A "NO BUILD" OPTION FOR THE NORTHERN TURNPIKE EXTENSION THAT MAY BE PROPOSED TO RUN THROUGH OR NEAR THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA AMONG OTHER COMMUNITIES THAT WOULD ALSO BE NEGATIVELY IMPACTED BY THE PROPOSED ROUTE; AND PROVIDING AN EFFECTIVE DATE

REQUESTED BY: LATRICIA WRIGHT CITY CLERK

PREPARED BY: KIERSTEN BALLOU ASSISTANT CITY ATTORNEY

FISCAL IMPACTS:

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

____ CONTRACT XX RESOLUTION 2022-72 ____ MAP
____ LEASE ____ OTHER DOCUMENTS

COUNCIL ACTION:

____ APPROVED

____ DENIED

RESOLUTION NUMBER 2022-72

A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, TO BE KNOWN AS THE NORTHERN TURNPIKE EXTENSION "NO BUILD" RESOLUTION; REQUESTING THE HONORABLE GOVERNOR RON DESANTIS AND THE SECRETARY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION TO DIRECT THE DEPARTMENT TO ADOPT A "NO BUILD" OPTION FOR THE NORTHERN TURNPIKE EXTENSION THAT MAY BE PROPOSED TO RUN THROUGH OR NEAR THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA AMONG OTHER COMMUNITIES THAT WOULD ALSO BE NEGATIVELY IMPACTED BY THE PROPOSED ROUTE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in its 2021 session, the Florida legislature passed Committee Substitute for Senate Bill 100 (SB 100), which repealed the Multi-use Corridors of Regional Economic Significance (M-CORES) Program in 338.2278, Florida Statutes, was signed by Governor DeSantis on June 24, 2021, and was codified as Chapter 2021-161, Laws of Florida on June 28, 2021; and

WHEREAS, SB 100 retained the M-CORES Northern Turnpike Corridor concept in Chapter 2021-161, Laws of Florida (SB 100), and directed the Florida Department of Transportation (FDOT) to commence the Project Development and Environmental (PD&E) Study for the northern extension of the Florida Turnpike as a tolled facility and submit a report summarizing the status of the PD&E phase to the Governor of Florida, President of the Florida Senate, and Speaker of the Florida House of Representatives by December 31, 2022; and

WHEREAS, the M-CORES Program had required the use of a Task Force for the Northern Turnpike Corridor as part of an inclusive, consensus-building mechanism for the design of the corridors, and for each Task Force to conduct public meetings and prepare a report to present to the Governor, the President of the Florida Senate, and the Speaker of the Florida House of Representatives with its evaluations on environmental and economic impacts, hurricane evacuation impacts and land use impacts of the Task Force's respective corridor; and

WHEREAS, the Northern Turnpike Connector Task Force, which contained a Levy County Commissioner, Mr. Rock Meeks, as a member, was also tasked with evaluating design features of their respective corridors and the need for acquiring state lands for mitigation related to water quality/quantity of certain water bodies, agricultural land uses and wildlife habitat, and to include those evaluations in their respective reports; and

WHEREAS, SB 100 codified in section 9 of the bill, (339.66 (6) F.S.) that, "The Turnpike Enterprise shall take into consideration the guidance and recommendations of any previous studies or reports relevant to the projects authorized by this section and ss. 339.67 and 339.68, including, but not limited to, the task force reports prepared pursuant to chapter 2019-43, Laws of Florida, and with respect to any extension of the Florida Turnpike from its northerly terminus in Wildwood;" and WHEREAS, the M-CORES Northern Turnpike Task Force presented a final recommendation report to the Governor, House, and Senate on November 13, 2020; and

WHEREAS, this final report stated that "The Task Force did not reach a conclusion based on the information available at this time that there is a specific need for a completely new greenfield corridor or modification of existing facilities through the study area to achieve the statutory purpose"; and

WHEREAS, the City of Williston (incorporated and unincorporated) Levy County is among the towns/cities included in the proposed project areas of the newly named Northern Turnpike Extension; and

WHEREAS, the Williston City Council recognizes that the growing population of Florida will require additions to critical transportation infrastructure within the State; and

WHEREAS, the Williston City Council has received considerable citizen input expressing the desire for a "No Build" option for the Northern Turnpike Extension, due to the impacts the proposed alternative routes would have on Levy County, its environmental resources, agricultural assets, and way of life; and

WHEREAS, highways fragment wildlife habitat and collisions with vehicles are a significant source of wildlife mortality and where the fragmentation of remaining habitat would threaten the existence of listed and non-listed species iconic to the Williston/Levy area such as Panther, River Otter, Sandhill Cranes, Eagles, Teal and other rare ducks, Gopher Tortoises, Fox squirrels, Scissor-tail Kites, Scrub Jays Eastern Indigo Snakes; and

WHEREAS, the citizens of the City of Williston, Levy County and the Williston City Council value the environmental resources in the County, including Devil's Den, Blue Grotto and Cedar Lake Woods and Gardens, among other lands of critical importance all of which provide valuable habitat to plants and wildlife; and

WHEREAS, the citizens of the City of Williston and the Williston City Council also value the agricultural and recreational assets, such as, Stonehenge South, Williston Peanuts, Red, White and Blue Farm, Two Hawk Hammock and Two Tails Ranch; and

WHEREAS, the Williston City Council finds it is in the best interests of the City of Williston and the public to recommend that a "No Build" option for the Northern Turnpike Extension be adopted and implemented.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLISTON, LEVY COUNTY, 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. In order to protect the City of Williston's environmental resources, habitat for plants and wildlife, rural lands, the agriculture industry, and the quality of life and values of our citizens, the Council hereby supports adoption and enactment of the "No Build" option by the Governor and the FDOT for the Northern Turnpike Extension.

Section 3. The City of Williston/City Clerk will provide a copy of this Resolution to the Governor, the Secretary of FDOT, the President of the Florida Senate, and the Speaker of the Florida House of Representatives.

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

PASSED AND ADOPTED at a meeting of the City Council this ____ day of September, 2022.

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 or
Kiersten N. Ballou, Assistant City Attorney

Date: 9/20/2022

COUNCIL AGENDA ITEM

RESOLUTION 2022-73:

**A RESOLUTION OF THE CITY OF WILLISTON,
FLORIDA, APPOINTING TERRY BOVAIRD AS THE
INTERIM CITY MANAGER, REPEALING ALL
RESOLUTIONS IN CONFLICT, AND ESTABLISHING AN
EFFECTIVE DATE.**

REQUESTED BY: CITY OF WILLISTON CITY COUNCIL

PREPARED BY: KIERSTEN BALLOU ASSISTANT CITY ATTORNEY

FISCAL IMPACTS:

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

☐ **CONTRACT** ☒ **RESOLUTION 2022-73** ☐ **MAP**
☐ **LEASE** ☐ **OTHER DOCUMENTS**

COUNCIL ACTION:

☐ **APPROVED**
☐ **DENIED**

RESOLUTION NO. 2022 – 73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPOINTING TERRY BOVAIRD AS THE INTERIM CITY MANAGER, REPEALING ALL RESOLUTIONS IN CONFLICT, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to Article III, Section 3.02 of the City Charter, the City Council may appoint and set terms and conditions for the City Manager; and

WHEREAS, pursuant to Section 5.01 of the City of Williston Human Resources Manual, the City may establish compensation for an interim City Manager; and

WHEREAS, the City Council of the City of Williston, Florida, appointed Terry Bovaird as the Interim City Manager by unanimous decision at the City Council meeting on September 6, 2022.

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

SECTION 1: Terry Bovaird is hereby appointed as the Interim City Manager and shall receive compensation as this position in the amount of \$76,648 annually. A Contract for Employment regarding additional information on the responsibilities and compensation associated herewith shall be entered into by the Interim City Manager and the City forthwith.

SECTION 2: All resolutions to the extent of conflict are hereby repealed.

SECTION 3: This Resolution shall take effect immediately upon adoption, retroactive to September 12, 2022, the date established by the City Council for the commencement of the Interim City Manager's employment.

PASSED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Williston, Florida, at a regular meeting, this 20th day of September, 2022.

CITY OF WILLISTON, FLORIDA

BY: _____
Debra Jones, City Council President

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

Latricia Wright, City Clerk

Approved as to Form and Legality:

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