

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

DATE: TUESDAY, MARCH 21, 2023
TIME: 6:15 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:

City Manager Terry Bovaird
Attorney Kiersten Ballou
City Clerk Latricia Wright

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 5-7)

- Council minutes from March 7, 2023

ITEM – 4 – UPDATES

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD
- STAFF
- COUNCIL
- MAYOR

ITEM – 5 – NEW BUSINESS –

**A. PRESENTATION AND DISCUSSION WITH POSSIBLE ACTION: LEVY
COUNTY PREVENTION COALITION STUDENTS WORKING AGAINST
TOBACCO.**

OPEN PUBLIC HEARING

**B. 1ST READING ORDINANCE 2023-709: AN ORDINANCE OF THE CITY OF
WILLISTON, FLORIDA APPROVING AUTHORITY FOR GOLF CART
OPERATION ON THE CITY STREETS WITHIN THE CITY OF WILLISTON;**

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

CREATING SECTION XX-XX OF THE CITY OF WILLISTON CODE OF ORDINANCES INTITLED "USE OF GOLF CARTS ON DESIGNATED STREETS"; REPEALING ALL ORDINANCES IN CONFLICT AND PROVIDING AN EFFECTIVE DATE. CITY MANAGER TERRY BOVAIRD AND ATTORNEY KIERSTEN BALLOU. (pp 8-12)

- C. 1ST READING ORDINANCE 2023-710: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING A GOLF CART PARKING PERMIT PROGRAM IN ACCORDANCE WITH APPLICABLE FLORIDA LAW; REPEALING ALL ORDINANCES IN CONFLICT AND PROVIDING AN EFFECTIVE DATE. CITY MANAGER TERRY BOVAIRD AND ATTORNEY KIERSTEN BALLOU. (pp 13-17)
- D. 2ND READING ORDINANCE 2023-12: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; PROVIDING FOR THE PERMANENT CLOSING OF THE UNIMPROVED ROAD RIGHT OF WAY JUST NORTH OF THE DRUMMOND/SEACOST BANK DRIVEWAY ADJACENT TO US HWY 41 IN WILLISTON, FLORIDA LYING SOUTH OF AND WITHIN PARCEL ID OF 04332-000-00 AND A DESCRIPTION AS OUTLINED IN ORB 561, PAGE 717, OF THE PUBLIC RECORDS OF LEVY COUNTY; FINDING THAT THE CLOSING OF THE READ RIGHT OF WAY WILL NOT ADVERSELY AFFECT THE PUBLIC HEALTH, SAFETY, OR WELFARE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. (pp 18-21)

CLOSE PUBLIC HEARING

- E. DISCUSSION WITH POSSIBLE ACTION: PROJECT COTTAGE. AIRPORT MANAGER BENTON STEGALL. (pp22-33)
- F. DISCUSSION WITH POSSIBLE ACTION. SALE OF PROPERTY 412 SE 4TH DRIVE. CITY MANAGER TERRY BOVAIRD. (pp 34-39)
- G. RESOLUTION 2023-09: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE WILLISTON CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT FOR PROJECT-SPECIFIC PROFESSIONAL CONSULTING SERVICES FOR CITY ENGINEERING SERVICES WITH WRIGHT-PIERCE, INC.; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. (pp 40-49)
- H. RESOLUTION 2023-19: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA; APPOINTING ART KONSTANTINO TO THE COMMUNITY REDEVELOPMENT AGENCY FOR A FOUR-YEAR TERM BEGINNING MARCH 17, 2023, AND ENDING MARCH 16, 2027; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. (pp 50-53)
- I. RESOLUTION 2023-21: A RESOLUTION OF THE CITY COUNCIL OF THE WILLISTON, FLORIDA, APPROVING THE STATE OF FLORIDA

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT
AGREEMENT FOR FINANCIAL PROJECT NUMBER 425169-2-94-23
REGARDING THE WILLISTON MUNICIPAL AIRPORT-TAXIWAY G
REHABILITATION & REALIGNMENT; 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. (pp54-92)

- J. DISCUSSION WITH POSSIBLE ACTION: PAF NOTICE FOR CITY CLERK
CMC (CERTIFIED MUNICIPAL CLERK) CERTIFICATE. PRESIDENT DEBRA
JONES. (pp 93-94)

ITEM – 6 – PUBLIC PARTICIPATION

ITEM - 7 - ANNOUNCEMENTS

ITEM – 8 – ADJOURNMENT

NEXT SCHEDULED COUNCIL MEETING APRIL 4, 2023, 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

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;

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

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, MARCH 7, 2023
TIME: 6:15 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:

City Manager Terry Bovaird
Attorney Kiersten Ballou
City Clerk Latricia Wright

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

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

Motion to approve agenda by Vice-President Robinson. Seconded by Councilmember Cox.
Motion carried 4-0.

ITEM – 2 – MAYORS STUDENT OF THE MONTH. Mayor Goodman recognized Neriah Dallas 5th Grader at Williston Elementary School with a “Certificate of Award and a Certificate for a 14” pizza from Dominos.

ITEM – 3 – PROCLAMATION: PROBLEM GAMBLING AWARENESS MONTH. MAYOR GOODMAN. Mayor Goodman read into record “Problem Gambling Awareness Month” proclamation.

ITEM – 4 – CERTIFICATE OF APPRECIATION TO SPARR BUILDING AND FARM SUPPLY FOR DONATED ITEMS TO CORNELIUS WILLIAMS PARK. MAYOR CHARLES GOODMAN. Mayor Goodman presented Rick McCall District Manager with Sparr Building and Farm Supply a Certificate of Appreciation for items donated to Cornelius Williams Park.

ITEM – 5 – PUBLIC PARTICIPATION – None

ITEM – 6 – CONSENT AGENDA – Motion to approve Consent Agenda by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 4-0.

- Council minutes from February 21, 2023

ITEM –7 – OLD BUSINESS

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD- updated Council on the Williston Animal Shelter. The City of Ocala electric department will be assisting our electrical crew at the airport.
- STAFF – Chief Stegall gave an update on the grant of \$21,000 he received for bunker gear. Chief Rolls gave an update on the two shooter which were apprehended with the assistance of the Levy County Sheriff department, and the U.S. Marshalls.
- COUNCIL- Vice-President Robinson asked about the storage container on 7th street. City Planner Jones stated the resident had submitted a permit for the container and it's in the works with the permitting department. Councilmember Ross asked about Pessó's property. Attorney Ballou said there was one more document that need to be filed against Pessó.
- MAYOR – None.

ITEM – 8 – NEW BUSINESS –

- A. RESOLUTION 2023-19: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA; APPOINTING ART KONSTANTINO TO THE COMMUNITY REDEVELOPMENT AGENCY FOR A FOUR-YEAR TERM BEGINNING MARCH 17, 2023, AND ENDING MARCH 16, 2027; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. – Tabled until we get clarification if Mr. Konstantino has a business license.
- B. RESOLUTION 2023-20: A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA; APPOINTING NICK WILLIAMS TO THE COMMUNITY REDEVELOPMENT AGENCY FOR A FOUR-YEAR TERM BEGINNING MARCH 17, 2023, AND ENDING MARCH 16, 2027; AND PROVIDING FOR AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. – Vice-President Robinson moved to approve Resolution 2023-20. Seconded by Councilmember Cox. Motion carried 4-0.
- C. DISCUSSION WITH POSSIBLE ACTION: TEMPORARY USE PERMIT FOR CHURCH SERVICE. MICHAEL J. SIETKA AND CITY PLANNER LAURA JONES. Vice-President Robinson moved to approve Temporary Use Permit for Church Services. Councilmember Cox seconded. Motion carried 3-1. Vice-President Robinson, Councilmember Cox, and Councilmember Ross voted “Aye”. President Jones voted “Nay”.
- D.

OPEN PUBLIC HEARING

- E. 1ST READING ORDINANCE 2023-712: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, PROVIDING FOR THE PERMANENT CLOSING OF THE UNIMPROVED ROAD RIGHT OF WAY JUST NORTH OF THE DRUMMOND/SEACOAST BANK DRIVEWAY ADJACENT TO US HWY 41 IN

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

WILLISTON, FLORIDA LYING SOUTH OF AND WITHIN PARCEL ID OF 04332-000-00 AND A DESCRIPTION AS OUTLINED IN ORB 561, PAGE 717, OF THE PUBLIC RECORDS OF LEVY COUNTY; FINDING THAT THE CLOSING OF THE ROAD RIGHT OF WAY WILL NOT ADVERSELY AFFECT THE PUBLIC HEALTH, SAFETY, OR WELFARE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. – The City Clerk swore in City Planner Laura Jones, Public Works Supervisor Donald Barber, and Surveyor Stephen McMillen. Motion to approve 1st read of Ordinance 2023-712 by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 4-0.

CLOSE PUBLIC HEARING

- F. DISCUSSION WITH POSSIBLE ACTION: PROPOSED 4/10 WORK WEEK. FIRE CHIEF LAMAR STEGALL. – After much discussion the Council suggested the item be brought back with only Public Works being scheduled for 4/10 work week.
- G. DISCUSSION WITH POSSIBLE ACTION: RENAMING ROAD FOR FORMER MAYOR GERALD HETHCOAT. COUNCIL VICE-PRESIDENT MARGUERITE ROBINSON. – Motion to dedicate NE 2nd Street, just North of 121 to former Mayor Gerald Hethcoat by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 4-0.
- H. DISCUSSION WITH POSSIBLE ACTION: CITY CLERK PERFORMANCE EVALUATION. COUNCIL PRESIDENT DEBRA JONES. – Motion by Vice-President Robinson to approve raise of \$2,380.82 for City Clerk. Seconded by Councilmember Cox. Motion carried 4-0.

ITEM – 9 – PUBLIC PARTICIPATION – None.

ITEM - 10 – ANNOUNCEMENTS – Chief Rolls request approval to assist the City of Ocala with a rodeo scheduled for March 16th & 17th. Consensus from Council.

ITEM – 11 – ADJOURNMENT – Motion to adjourn at 8:07 by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 4-0.

NEXT SCHEDULED COUNCIL MEETING MARCH 21, 2023, AT 6:00 P.M.

Date: 3-21-2023

COUNCIL AGENDA ITEM

ORDINANCE 2023-709: FIRST READING

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA PROVIDING AUTHORITY FOR GOLF CART OPERATION ON CITY STREETS WITHIN THE CITY OF WILLISTON; CREATING SECTION XX-XX OF THE CITY OF WILLISTON CODE OF ORDINANCES ENTITLED "USE OF GOLF CARTS ON DESIGNATED STREETS"; REPEALING ALL ORDINANCES IN CONFLICT AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: TERRY BOVAIRD, CITY MANAGER
PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

FISCAL IMPACTS: THERE WILL BE A FISCAL IMPACT ON THE CITY TO MEET THE REQUIREMENTS OF EXHIBIT A (B)(1)(2). THIS COST IS UNDETERMINED AT THIS TIME.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

 CONTRACT XX **ORDINANCE 2023-709** **MAP**
 LEASE **OTHER DOCUMENTS**

COUNCIL ACTION:

 APPROVED
 DENIED

ORDINANCE NUMBER 2023-709

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA PROVIDING AUTHORITY FOR GOLF CART OPERATION ON CITY STREETS WITHIN THE CITY OF WILLISTON; CREATING SECTION XX-XX OF THE CITY OF WILLISTON CODE OF ORDINANCES ENTITLED "USE OF GOLF CARTS ON DESIGNATED STREETS"; REPEALING ALL ORDINANCES IN CONFLICT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Florida Statute, Section 316.212 authorizes the operation of golf carts on certain roadways; and

WHEREAS, Section 316.212(1), Florida Statutes, allows that a golf cart may only be operated on a City road if that road has been first designated by the City for such use; and

WHEREAS, Section 316.212(8), Florida Statutes, allows a local government entity to enact an ordinance relating to unlicensed driver's golf cart operation and equipment which is more restrictive than those enumerated in Section 316.212; and

WHEREAS, after due consideration by the City Council of the City of Williston, Florida of the factors set out in Section 316.212(1), the City Council has determined it is appropriate to establish the authority for the operation of golf carts on certain designated City streets within the City of Williston as set forth in this ordinance;

WHEREAS, the City Council of the City of Williston, Florida has determined that it is in the best interest of the City of Williston that such an ordinance be adopted.

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

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

Section 2. Section XX-XX relating to the operation of golf carts on City streets within the City of Williston is hereby established as laid out in Exhibit "A" attached hereto.

Section 3. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Inclusion in the Code, Scrivener's Error. It is the intention of the City Council of the City of Williston, Florida, and it is hereby provided that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Williston, Florida; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section," "article," or other appropriate designation. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City

Manager or designee without public hearing, by filing a corrected or recodified copy of the same with the City.

Section 5. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 6. This ordinance shall take effect upon its passage at second and final reading.

PASSED ON FIRST READING, THIS ____ DAY OF _____, 2023.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Williston, Florida, after properly dispensing with the second reading, on final reading this ____ day of _____, 2023.

Attest:

City Of Williston

Latricia Wright
City Clerk

Debra Jones
President, City Council

Wavier of 30-day veto waiting period:

Approved as to legal form and content:

Charles Goodman, City Mayor

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

Exhibit "A"

Section XX-XX relating to the operation of golf carts on City streets within the City of Williston is hereby established as follows:

(a) Definitions.

For the purposes of this section, and unless the context clearly requires otherwise, the following terms and phrases shall have meanings herein ascribed:

- (1) "City" means the City of Williston.
- (2) "City Council" means the City Council of the City of Williston.
- (3) "County" means Levy County.
- (4) "Golf cart" means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty (20) miles per hour, including vehicles modified to have a cargo platform or bin to transport parcels or a hitch to tow a trailer in accordance with Section 316.2126(3)(a)1., Florida Statutes.
- (5) "Street" means a public street or roadway over which the City has primary jurisdiction.

(b) Designation of Public Streets or Roadways for use by Golf Carts

- (1) Prior to the City designating any Street for use by golf carts, the City will first determine that golf cart carts may safely travel or cross said Street, considering the factors as laid out in Section 316.212 (1), including the speed, volume, and character of motor vehicle traffic using said Street.
- (2) Upon the City's determination that golf carts may be safely operated on a Street as stated above, the City shall post appropriate signs to indicate that the Street has been designated for use by Golf Carts and operation of Golf Carts is allowed.
- (3) Except as may be authorized the Florida Department of Transportation, golf carts shall not be operated on the portions of the following roads located in the City's jurisdiction: US 27, US 41, and SR 121.
- (4) Except as may be authorized by Levy County, golf carts shall not be operated on Levy County maintained portions of Mixon Road that are located in the City's jurisdiction.

(c) Operator Requirements

- (1) All persons operating a golf cart on a Street must possess a valid Florida Driver's License. Operation of golf carts on a Street by any person whose driver's license is, at that time, suspend or revoked by the State of Florida or any other state within the United States is prohibited.
- (2) A golf cart may not be operated on a Street by any person under the age of 14.
- (3) A golf cart may not be operated on any Street not designated and signed for use by golf carts by the City.

(d) Equipment Requirements

- (1) Golf carts must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear in accordance with Section 316.212(6), Florida Statutes.
 - (2) Between the hours between sunset and sunrise, during operation on streets which the City has primary jurisdiction, golf carts must be equipped with, in addition to the items laid out in (d)(1), headlights, brake lights, turn signals, and a windshield.
- (e) A violation of this section is a noncriminal traffic infraction, punishable pursuant to chapter 318 as:
- (1) A moving violation for infractions of subsections (c)(3) or (d)(2).
 - (2) A nonmoving violation for infractions of subsection (c)(1), (c)(2), or (d)(1).

Date: 3-21-2023

COUNCIL AGENDA ITEM

ORDINANCE 2023-710:

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA ESTABLISHING A GOLF CART PARKING PERMIT PROGRAM IN ACCORDANCE WITH APPLICABLE FLORIDA LAW; REPEALING ALL ORDINANCES IN CONFLICT AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: TERRY BOVAIRD, CITY MANAGER
PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

FISCAL IMPACTS:

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

____ CONTRACT XX ORDINANCE 2023-710 ____ MAP
____ LEASE ____ OTHER DOCUMENTS

COUNCIL ACTION:

____ APPROVED
____ DENIED

ORDINANCE NUMBER 2023-710

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA ESTABLISHING A GOLF CART PARKING PERMIT PROGRAM IN ACCORDANCE WITH APPLICABLE FLORIDA LAW; REPEALING ALL ORDINANCES IN CONFLICT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Williston currently has authorized use of golf carts on certain roadways; and

WHEREAS, the City of Williston provides off-street and on-street parking for vehicles; and

WHEREAS, in order to maintain safe and orderly parking for all citizens, the City Council of the City of Williston has found it necessary to establish a Golf Cart Parking Permit Program;

WHEREAS, Section 316.008, Florida Statutes explicitly permits municipalities to continue to regulate or prohibit stopping, standing, or parking on streets and highways under the municipality's jurisdiction and within the reasonable exercise of the police power;

WHEREAS, after due consideration by the City Council of the City of Williston, the City Council has determined it is appropriate to establish the Golf Cart Parking Permit Program within the City of Williston as set forth in this ordinance.

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

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

Section 2. Section XX-XX relating to the Golf Cart Parking Permit Program within the City of Williston is hereby established as laid out in Exhibit "A" attached hereto.

Section 3. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Inclusion in the Code, Scrivener's Error. It is the intention of the City Council of the City of Williston, Florida, and it is hereby provided that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Williston, Florida; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section," "article," or other appropriate designation. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Manager or designee without public hearing, by filing a corrected or recodified copy of the same with the City.

Section 5. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 6. This ordinance shall take effect upon its passage at second and final reading.

PASSED ON FIRST READING, THIS _____ DAY OF _____, 2023.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Williston, Florida, after properly dispensing with the second reading, on final reading this _____ day of _____, 2023.

Attest:

City Of Williston

Latricia Wright
City Clerk

Debra Jones
President, City Council

Wavier of 30-day veto waiting period:

Approved as to legal form and content:

Charles Goodman, City Mayor

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

Exhibit "A"

Section XX-XX relating to the Golf Cart Parking Permit Program within the City of Williston is hereby established as follows:

(a) Golf Cart Parking Restrictions and Requirements

(1) Restrictions

- i. Golf carts may not be parked in any on-street parking spaces within City of Williston Right-of-Way located on streets not designated and signed for use by golf carts.
- ii. Golf carts may not be parked in any on-street parking spaces within City of Williston Right-of-Way located on streets designated for use by golf carts if not in possession of a Golf Cart Parking Permit.
- iii. Golf carts may not be parked in any off-street parking spaces on City of Williston property if not in possession of a Golf Cart Parking Permit.

(2) Requirements

- i. Golf carts must be parked in a parking space in a manner that allows 2 or more golf carts to utilize the space without blocking any golf cart from entering or exiting the space.
- ii. Golf carts must be parked wholly within parking spaces and may not encroach into another parking space.
- iii. Golf carts must prioritize parking in spaces already occupied by a golf cart over parking in an empty space unless there is not enough space to comply with other Golf Cart Parking Requirements.

(b) Issuance of Golf Cart Parking Permit; Placement of Signs

- (1) A permit shall be issued once the golf cart operator has completed the 'Golf Cart Parking Permit' application, presented their golf cart for Police Department inspection, and paid the permit fee.
- (2) Permit fees shall be determined by resolution passed by the City Council. The City Council shall review such fees and pass a new resolution updating said fees no less often than once every two years from the date of the first passed resolution. Permit fees shall be recommended to the City Council by the City Manager. The City Manager or their designee shall calculate the recommended permit fees based on the actual cost of manufacture and installation of pertinent signs, applications, permits, and administrative costs in connection with the issuance of permits.
- (3) The application for a golf cart parking permit shall contain the name of the owner(s) or operator(s) of the golf cart, a copy of their driver's license(s), the golf cart make, model, color, and serial number. The permittee(s) shall apply in person for the permit, shall present all required documentation, shall review all Golf Cart Parking Restrictions and Requirements, and shall review other material related to operating a golf cart within the City of Williston.
- (4) Golf cart parking permits are valid for the calendar year that they were provided and must be renewed yearly. Golf cart parking permits may be renewed for the following calendar year starting December 20th.

- (5) The permit must be displayed on the left rear bumper of the golf cart. For the permit to be valid it must be displayed as such on the golf cart listed on the completed application. Permits not displayed properly, in possession of an operator not named on the application, or on a vehicle other than listed will be null and void.
 - (6) A maximum of (4) operators are allowed per Golf Cart Parking Permit. All operators sharing a Golf Cart Parking Permit must all reside in the same household.
 - (7) A golf cart may only have one Golf Cart Parking permit at a time.
 - (8) A golf cart parking permit shall not guarantee or reserve to the holder a parking space.
- (c) It shall be unlawful for any person to represent that they are entitled to a golf cart parking permit when they are not entitled, or to hold or display such a permit at any time when they are not entitled.
- (d) Enforcement
- (1) Golf carts found to be parked in a manner violating the Golf Cart Parking Requirements and Restrictions:
 - i. Shall be issued a uniform parking citation pursuant to this section; and
 - ii. May be towed pursuant to this article.
- (e) Revocation of Permits and Penalties
- (1) The City Manager or their designee is authorized to revoke the golf cart parking permit of any individual found to be in violation of the provisions of this section.
 - (2) The police department is authorized to revoke the golf cart parking permit of any individual found in violation of Section X-X. or other traffic infractions committed involving the permitted golf cart. If the individual who commits such a violation has co-operators listed on the same parking permit in accordance with section (b)6 above, only the operator who commits the violation shall have their rights to the parking permit revoked.
 - (3) Failure to surrender a revoked golf cart parking permit within ten working days of written notification from the police department shall carry the following penalties:
 - i. The violator shall not be allowed to reapply for another permit for six months from the date of the written notification.
 - ii. Once restored, if the permit holder should once again have his permit revoked by the department, the operator would be restricted from applying for one year from the date of the written notification.

CITY COUNCIL AGENDA ITEM

TOPIC: RIGHT OF WAY VACATION

REQUESTED BY: Laura Jones, City Planner

BACKGROUND / DESCRIPTION: ORDINANCE NO. 2023-712

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; PROVIDING FOR THE PERMANENT CLOSING OF THE UNIMPROVED ROAD RIGHT OF WAY JUST NORTH OF THE DRUMMOND/ SEACOAST BANK DRIVEWAY ADJACENT TO US HWY 41 IN WILLISTON, FLORIDA LYING SOUTH OF AND WITHIN PARCEL ID OF 04332-000-00 AND A DESCRIPTION AS OUTLINED IN ORB 561, PAGE 717, OF THE PUBLIC RECORDS OF LEVY COUNTY; FINDING THAT THE CLOSING OF THE ROAD RIGHT OF WAY WILL NOT ADVERSELY AFFECT THE PUBLIC HEALTH, SAFETY, OR WELFARE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY

LEGAL REVIEW: Completed

FISCAL IMPACTS: None

RECOMMENDED ACTION: Recommend approval of ORDINANCE NO. 2023-712

ATTACHMENTS: Ordinance No. 2023-712

Map

ACTION: _____ APPROVED _____ DISAPPROVED

ORDINANCE NO. 2023-712

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; PROVIDING FOR THE PERMANENT CLOSING OF THE UNIMPROVED ROAD RIGHT OF WAY JUST NORTH OF THE DRUMMOND/ SEACOAST BANK DRIVEWAY ADJACENT TO US HWY 41 IN WILLISTON, FLORIDA LYING SOUTH OF AND WITHIN PARCEL ID OF 04332-000-00 AND A DESCRIPTION AS OUTLINED IN ORB 561, PAGE 717, OF THE PUBLIC RECORDS OF LEVY COUNTY; FINDING THAT THE CLOSING OF THE ROAD RIGHT OF WAY WILL NOT ADVERSELY AFFECT THE PUBLIC HEALTH, SAFETY, OR WELFARE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston desires to vacate lands consisting of an unimproved road right of way just north of the Drummond/Seacoast Bank driveway adjacent to US HWY 41 in Williston, Florida lying south of and within Parcel Id of 04332-000-00 and a description as outlined in ORB 561, page 717, of the public records of Levy County; and

WHEREAS, the City finds that the vacated unimproved road right of way is not vital to the City and no private property rights will be injured or endangered by vacating the unimproved road right of way; and

WHEREAS, the City finds that it is proper and, in the interest, and welfare of the City and its citizens to close the road right of way; and

WHEREAS, the City Council did hold the required public hearings, under the provisions of the amendment procedures established in Chapter 177, Florida Statutes; and

WHEREAS, proper notice of such unimproved road vacation was given pursuant to Chapter 336.10, Florida Statutes;

WHEREAS, the public will suffer no loss or inconvenience and in the interest of justice, the petition shall be granted; and

WHEREAS, the application for vacation is attached hereto as Exhibit A.

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

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

Section 2. The unimproved road right of way located just north of the Drummond/Seacoast Bank driveway adjacent to US HWY 41 in Williston, Florida lying south of and within Parcel Id of 04332-000-00 and a description as outlined in ORB 561, page 717, of the public records of Levy County is hereby vacated.

Section 3. The City shall convey by Quit Claim Deed the aforementioned road right of way to the Camellia Plantation, Inc. as outlined in the application. The Council President is hereby authorized to execute said Quit Claim Deed.

Section 4. All costs and fees relating to the recording of the new deed will be the sole responsibility of the applicant for vacation.

Section 5. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Inclusion in the Code, Scrivener's Error. It is the intention of the City Council of the City of Williston, Florida, and it is hereby provided that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Williston, Florida; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section," "article," or other appropriate designation. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Manager or designee without public hearing, by filing a corrected or recodified copy of the same with the City.

Section 7. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 8. This ordinance shall take effect upon its passage at second and final reading.

PASSED ON FIRST READING, THIS ____ DAY OF _____, 2023.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Williston, Florida, after properly dispensing with the second reading, on final reading this ____ day of _____, 2023.

Attest:

City Of Williston

Latricia Wright
City Clerk

Debra Jones
President, City Council

Wavier of 30-day veto waiting period:

Approved as to legal form and content:

Charles Goodman, City Mayor

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



Date:

COUNCIL AGENDA ITEM

TOPIC: Discussion with Possible Action: Project Cottage

PREPARED BY: BENTON STEGALL

BACKGROUND / DESCRIPTION: Project Cottage Potential land lease and future development at the airport. Project Cottage is a potential development that is aiming to develop the Old Fair Grounds in 3 separate phases. This developer has a plan to put in a modular home manufacturing facility.

LEGAL REVIEW: N/A

FISCAL IMPACTS: This project has a potential for a large land lease as well as other city utilities. There is also a potential for many jobs in different pay scales.

RECOMMENDED ACTION: Approval

ATTACHMENTS: PPT presentation

COMMISSION ACTION: Consensus to move forward in developing a land lease and developers' agreement.

_____ **APPROVED**

_____ **DISAPPROVED**



Project Cottage















WHAT WILL PROJECT COTTAGE BRING TO WILLISTON?

JOB

- 30-50 Jobs in year 1
- 75-100 Jobs by year 3
- 250+ Jobs by year 5

INCREASED REVENUE

- Taxes
- Utilities
- Property Lease

CAPITAL INVESTMENT

- Construction of 30,000 SQFT facility in year 1
- 100,000 SQFT expansion in years 2-3
- A second 100,000+ SQFT expansion in years 5-7
- A total estimated investment of over \$25,000,000 over the next 5-7 years



WHAT CAN WILLISTON PROVIDE FOR PROJECT COTTAGE?

- ▶ A Home
 - ▶ Project Cottage is actively seeking a location to build out its manufacturing facility and company headquarters.
- ▶ Support with Grants
 - ▶ Infrastructure
 - ▶ Permit Expediting
 - ▶ Workforce training



Thank You

CITY COUNCIL AGENDA ITEM

TOPIC: Sale of Property 412 SE 4th Drive

REQUESTED AND PREPARED BY: Terry Bovaird, City Manager

APPLICANT: NA

BACKGROUND / DESCRIPTION:

In 2019 the City of Williston foreclosed on 2 portions of an old platted lot due to Code Enforcement liens. There were back taxes due and therefore, Levy County foreclosed and sold a portion of the property in December 2022. The new owner, Mr. Alvarenga-Ayala, would like to put a mobile home on the site. The City of Williston still owns the second portion of the old platted lot. Mr. Alvarenga-Ayala would like to purchase the property from the City for \$1000.

RECOMMENDED ACTION: Sell the portion of the platted lot to Mr. Alvarenga-Ayala

ATTACHMENTS: Property appraiser maps

Reports from property appraiser

ACTION:

_____ APPROVED _____ DISAPPROVED

March 21, 2023

Levy County, FL

Layers Map Search Results Report Sales List Sales Search Sales Results Home

LayerList Legend

Quick Links:

- Property Search
- View Map

Layers:

- ☒ Parcels
- ☒ Parcel Lines
- ☒ Roads
- ☒ USA Major Highways
- ☐ Railroads
- ☐ Yearly Sales
- ☐ Section Ring
- ☐ Block
- ☐ Lot
- ☐ Dimensions
- ☐ Voting Precincts
- ☐ Commissioner Districts
- ☐ School Board Districts
- ☐ Streams and Rivers
- ☒ City Labels
- ☐ Water
- ☒ County Outlines
- ☒ 2022 Aerial Photos
- ☐ 2019 Aerial Photos
- ☐ 2016 Aerial Photos
- ☐ 2011 Aerial Photos

0581100400

CITY OF WILLISTON
Property Use 8900 - MUNICIPAL
0.02 Acres Value \$968
Sale Date 3/1/2001 Sale Price \$1400
View Results Google Maps

Parcel ID: 0581100400
Owner: CITY OF WILLISTON
Acres: 0.02
Property Use: 8900 - MUNICIPAL
Sale Date: 3/1/2001
Sale Price: \$1400
View Results Google Maps

Parcel ID	0581100400	Physical Address		Building Value	\$0	Last 2 Sales	
Property Use	8900 - MUNICIPAL	Mailing Address	CITY OF WILLISTON	Extra Feature Value	\$0	Date	Price Reason Qual
Taxing District	WILLISTON		PO BOX 160	Market Land Value	\$1,000	3/1/2001	\$1400 09 U
Acres	0.02		WILLISTON FL 32696	Ag Land Value	\$1,000	n/a	0 n/a n/a
				Just Value	\$1,000		
				Assessed Value	\$968		
				Taxable Value	\$0		

Levy County, FL

Layers Map Search Results Report Sales List Sales Search Sales Results Home

LayerList Legend

Quick Links:

- Property Search
- View Map

Layers:

- ☒ Parcels
- ☒ Parcel Lines
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- ☐ Railroads
- ☐ Yearly Sales
- ☐ Section Ring
- ☐ Block
- ☐ Lot
- ☐ Dimensions
- ☐ Voting Precincts
- ☐ Commissioner Districts
- ☐ School Board Districts
- ☐ Streams and Rivers
- ☒ City Labels
- ☐ Water
- ☒ County Outlines
- ☒ 2022 Aerial Photos
- ☐ 2019 Aerial Photos
- ☐ 2016 Aerial Photos
- ☐ 2011 Aerial Photos

0581100200

ALVARENGA-AYALA MELVIN I
112 SE 4 DR
Property Use 0000 - VAC LAND
0.11 Acres Value \$8,000
Sale Date 12/13/2022 Sale Price \$5,200
View Results Google Maps

Parcel ID: 0581100200
Address: 412 SE 4 DR
Owner: ALVARENGA-AYALA MELVIN I
Acres: 0.11
Property Use: 0000 - VAC LAND
Sale Date: 12/13/2022
Sale Price: \$5200
View Results Google Maps

Parcel ID	0581100200	Physical Address	412 SE 4 DR	Building Value	\$0	Last 2 Sales	
Property Use	0000 - VAC LAND	Mailing Address	WILLISTON	Extra Feature Value	\$0	Date	Price Reason Qual
Taxing District	WILLISTON		ALVARENGA-AYALA MELVIN I	Market Land Value	\$8,000	12/13/2022	\$5200 11 U
Acres	0.11		408 NE ROWLAND BLVD	Ag Land Value	\$8,000	11/1/2001	\$12000 n/a Q
			TRENTON FL 32693	Just Value	\$8,000		
				Assessed Value	\$8,000		
				Taxable Value	\$8,000		



Levy County, FL

Summary

Parcel ID 0581100400
Location Address
Neighborhood Old Williston South Residential (101)
Legal Description* 06-13-19 OAKVILLA S/D BLK 7 WEST 20 FT OF LOT 2 OR BOOK 1499 PAGE 104
**The legal description shown here may be condensed, a full legal description should be obtained from a recorded deed for legal purposes.*
Property Use Code MUNICIPAL (8900)
Subdivision OAK VILLA
Sec/Twp/Rng 06-13-19
Tax District WILLISTON (District WI)
Millage Rate 21.451
Acreage 0.020
Homestead N
Ag Classification No

[View Map](#)

Owner

Owner Name [City Of Williston](#) 100%
Mailing Address PO BOX 160
 WILLISTON, FL 32696

Homestead Exemption

Valuation

	2023 Preliminary Value Summary
Building Value	\$0
Extra Features Value	\$0
Market Land Value	\$1,000
Ag Land Value	\$1,000
Just (Market) Value	\$1,000
Assessed Value	\$968
Exempt Value	\$968
Taxable Value	\$0
Cap Differential	\$32
Previous Year Value	\$1,000

Exemptions

Homestead 2nd Homestead Widow/er Disability Seniors Veterans Other

Land Line

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Vac Lot	0	0	1	LT	\$1,000

Sales

Sale Date	Sale Price	Instrument		Qualification	Vacant/Improved	Grantor	Grantee
		Type	Book Page				
7/1/2019	\$0.00	TD	1499 104	U	V	CITY OF WILLISTON	CITY OF WILLISTON
3/11/2019	\$100.00	CT	1492 679	U	V	DONNEL LISA	CITY OF WILLISTON
3/1/2001	\$1,400.00	WD	738 303	U	V	PINKSTON PROPERTIES INC	DONNEL LISA

Map



No data available for the following modules: Building Information, Extra Features, Building Sketch, Photos.

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Levy County, FL

Summary

Parcel ID 0581100200
Location Address 412 SE 4 DR
 WILLISTON
Neighborhood Old Williston South Residential (101)
Legal Description* 06-13-19 OAKVILLA S/D BLK 7 EAST 100 FT OF LOT 2 OR BOOK 1669 PAGE 16
**The legal description shown here may be condensed, a full legal description should be obtained from a recorded deed for legal purposes.*
Property Use Code VACANT (0000)
Subdivision OAK VILLA
Sec/Twp/Rng 06-13-19
Tax District WILLISTON (District WI)
Millage Rate 21.451
Acreage 0.110
Homestead N
Ag Classification No

[View Map](#)

Owner

Owner Name [Alvarenga-Ayala Melvin I](#) 100%
Mailing Address 408 NE ROWLAND BLVD
 TRENTON, FL 32693

Homestead Exemption

Valuation

	2023 Preliminary Value
	Summary
Building Value	\$0
Extra Features Value	\$0
Market Land Value	\$8,000
Ag Land Value	\$8,000
Just (Market) Value	\$8,000
Assessed Value	\$8,000
Exempt Value	\$0
Taxable Value	\$8,000
Cap Differential	\$0
Previous Year Value	\$8,000

Exemptions

Homestead 2nd Homestead Widow/er Disability Seniors Veterans Other

Land Line

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Vac Lot	0	0	0.8	LT	\$8,000

Sales

Sale Date	Sale Price	Instrument		Qualification	Vacant/Improved	Grantor	Grantee
		Type	Book Page				
12/13/2022	\$5,200.00	TD	1669 16	U	V	CITY OF WILLISTON	ALVARENGA-AYALA MELVIN I
3/11/2019	\$100.00	CT	1492 679	U	V	DONNEL TOBY & LISA	CITY OF WILLISTON
11/1/2001	\$12,000.00	WD	788 444	Q	I	THOMAS BENNIE JR	

Map

No data available for the following modules: Building Information, Extra Features, Building Sketch, Photos.

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CITY COUNCIL AGENDA ITEM

TOPIC: Agreement for project-specific professional consulting services for City Engineering Services with Wright-Pierce, Inc. to complete services associated with the Department of State Cornelius Williams grant funding awarded to the City.

REQUESTED BY: Laura Jones, City Planner

BACKGROUND / DESCRIPTION: RESOLUTION 2023-09

A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE WILLISTON CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT FOR PROJECT-SPECIFIC PROFESSIONAL CONSULTING SERVICES FOR CITY ENGINEERING SERVICES WITH WRIGHT-PIERCE, INC.; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY

The City of Williston has entered into an agreement with the Department of State to receive funding for improvements at the Cornelius Williams Sports Complex (see Resolution 2022-90) Included in this agreement was funding for engineering and design for \$35,000 and permitting for \$7,605 (\$42,605). Attached you will find agreement from Wright-Peirce with a not to exceed price of \$53,600 complete the following tasks:

Task 1: Project Initiation, Investigations, and Coordination \$12,650

Task 2: Site Design \$26,050

Task 3: SWFWMD Permitting \$6,450

Task 4: Levy County Approvals \$3,375

Task 5: Bidding Phase Services \$5,075

\$6,450 and \$1,980 for SWFMD permitting and a wetlands study will come out of stormwater “professional services” and “other services” budget.

\$3,375 for coordinating with Levy County on zoning and land use changes will come out of Planning & Zoning budget.

LEGAL REVIEW: NA

FISCAL IMPACTS: \$10,995

RECOMMENDED ACTION: Recommend approval of Resolution 2023-09

ATTACHMENTS: Resolution 2023-09

ACTION: _____ APPROVED _____ DISAPPROVED

RESOLUTION 2023-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE WILLISTON CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT FOR PROJECT-SPECIFIC PROFESSIONAL CONSULTING SERVICES FOR CITY ENGINEERING SERVICES WITH WRIGHT-PIERCE, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Williston entered into a general Professional Consulting Services agreement with Wright-Pierce, Inc. on July 7, 2017; and

WHEREAS, The City of Williston extended this general Professional Consulting Services agreement on July 19, 2022; and

WHEREAS, The City of Williston desires to enter into an agreement with Wright-Pierce, Inc. for a project-specific Professional Consulting Services for Cornelius Williams Park Phase 1 Design Services; and

WHEREAS, the City has determined that it will be mutually beneficial to have Wright-Pierce provide Professional Consulting Services for Cornelius Williams Park Phase 1 Design Services; 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 Council of the City of Williston, Florida, that:

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

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 _____, 2023.

CITY OF WILLISTON, FLORIDA

Debra Jones, President
Williston City Council

ATTEST: Latricia Wright
City Clerk

January 23, 2023

Terry Bovaird
City Manager
City of Williston
50 N.W. Main Street
Williston, FL 32696

SUBJECT: Task Order Proposal for Cornelius Williams Park Phase 1 Design Services, City of Williston, FL

Dear Mr. Bovaird,

Wright-Pierce would like to thank the City of Williston (City) for the opportunity to submit this proposal to provide design services for the site improvement associated with the first phase of renovations for Cornelius Williams Park.

Project Background/Understanding

The project site is located between US Highway 27 and NE 40th Street on a City owned 24-acre parcel southeast of the City but outside the City limits within unincorporated Levy County. The parcel is currently zoned Industrial and will need to be rezoned Recreational. The current park contains two ballfields, a basketball court, children's playground equipment, a restroom building, a paved access drive from US Highway 27 and a semi-improved parking area.

Under a separate Task Order, Wright-Pierce developed a Master Plan for the park based on input from City staff and the parameters specified in an African American Cultural and Historical Grant, Fixed Capital Outlay from the Florida Department of State (DOS) grant obtained by the City.

The Master Plan (see Figure 1) depicts full buildout of the future park and includes the following features:

- two improved ball fields with bleachers
- two improved basketball courts with bleachers
- two soccer fields with bleachers
- an improved children's play area
- a pavilion housing the concession stand/stage/announcer's booth/restroom complex (the Pavilion) near the ball fields
- a restroom building with storage near the soccer fields
- a restroom building near the basketball courts
- the Cornelius Williams Homestead Museum
- paved walking/access paths throughout the site linking major facilities

- a new primary access drive from NE 40th Street to a new primary parking area
- an improved parking area off the existing access drive from US Highway 27
- a perimeter fence with access gates
- water and sanitary service to the proposed buildings, and
- stormwater management features.

Most, if not all, of the existing site features and facilities will be removed and replaced with new materials and/or equipment.



Figure 1 – Master Plan

The current DOS grant totals \$465,301 and is to be used for the design and construction of the initial Phase 1 improvements. The Phase 1 improvements consist of the two access drives, two parking lots, perimeter fencing and ADA-compliant walkways from the new parking lots to the existing restroom building. Future grants and funding sources are expected to cover the remainder of the planned buildout of the park and additional design phases for full buildout will be necessary.

Wright-Pierce proposes the following Scope of Services that further defines the Scope of Work, Schedule, and Compensation necessary to design the Phase 1 improvements funded by the current DOS grant. Although not specifically mentioned in the grant, it is critical for land planning and space allocation purposes, and for the associated environmental resource permitting, to also design the stormwater management features for the DOS grant funded improvements and for future buildout. Permitting and construction of the full stormwater management system in Phase 1 will streamline future SWFWMD and Levy County permitting.

Scope of Services

Scope of Work

Task 1: Project Initiation, Investigations, and Coordination

1. **Kickoff Meeting:** An on-site kick-off meeting will be held to prioritize and discuss the project goals, information needs, and critical success factors. The objective of this meeting is to introduce the design team, meet key City staff, establish communication protocols, define data sources, and obtain copies of relevant City records such as nearby utility plans and record drawings, land surveys, etc. We will request representatives from the City's Community Redevelopment Authority (CRA) to attend this meeting. Wright-Pierce will develop the agenda and prepare meeting minutes and distribute these to all meeting attendees via e-mail.
2. **Site Survey Coordination:** A topographical and boundary survey was performed by McMillen Surveying Inc. for the City and the City has contracted with McMillen to update the survey to reflect a recent land swap at the site's entrance off US Highway 27. This survey work is understood to be in-progress; however, additional survey information is needed to support our design efforts and is assumed to occur outside the Wright-Pierce scope of work. Wright-Pierce will coordinate with McMillen Surveying and the City to define these additional needs. For example, we expect additional survey information will be required as follows:
 - Topographical surveys along the access drive off US Highway 27.
 - Topographical surveys northwest and southeast of the existing access drive off US Highway 27.
 - Locations and elevations of sanitary and water lines along NE 40th Street near the new access drive.
 - Locations of geotechnical boring locations.
3. **Geotechnical Investigations:** Geotechnical investigations are needed to support the design of the access drives, parking lots, and stormwater management features. Wright-Pierce will procure the services of GSE to provide 4 standard penetrations tests to a depth of 20 feet (or refusal, whichever is less) for pavement designs and earthwork grading, and 6 percolation tests for the design of the stormwater management

system. The percolation tests will be located at the sites of the proposed stormwater management system sites. Should the stormwater management site locations change through discussions with the City, additional percolation tests may be required. McMillen will be required to locate the as-drilled bore holes and include this information in their mapping deliverables.

4. **Wetland and Habitat Investigations:** Wright-Pierce will retain Oneida (aka LG2 Environmental Solutions) to perform a wetlands review and delineate jurisdictional wetlands that may be present. They will also perform a habitat assessment for listed or protected wildlife species. A technical memorandum will be provided documenting any jurisdictional wetlands, or habitat and wildlife issues. McMillen will be required to locate wetlands or habitat delineations and include this information in their mapping deliverables. These investigations are required as part of the Environmental Resource Permit (ERP) process. Wetland and/or habitat mitigation consulting is not included in this Scope of Services.
5. **ERP Pre-application Meeting:** Wright-Pierce will meet with SWFWMD to conduct an ERP pre-application meeting to discuss the project and establish stormwater-related design criteria and the options available to meet the project's stormwater and environmental requirements.
6. **Levy County Coordination:** Wright-Pierce will meet with Levy County planning officials to review the project Master Plan and discuss the submittal requirements and timelines for site plan approval and the rezoning from Industrial to Recreational.

Task 1 Deliverables

The following documents will be provided as PDFs and transmitted to the City via email:

- Kickoff Meeting Agenda and Meeting Minutes
- Geotechnical Report
- Wetlands and Environmental Technical Memorandum

Task 2: Site Design

1. Site Plans: Wright-Pierce will prepare 60% and Final Site Plans for the initial Phase 1 improvements. This includes plans and specifications suitable for the construction of the two access drives, two parking lots, perimeter fencing and ADA-compliant walkways from the new parking lots to the existing restroom building. This work will include the stormwater design calculations for the full buildout of the site as depicted in the Master Plan, and the design of the stormwater ponds necessary for the Phase 1 improvements. We expect these plans to include the following plan sheets:

- Cover Sheet (1 sheet).
- General Notes and Construction Specifications (2 sheets).
- Existing Conditions Plan based on boundary and topographical survey provided by McMillen (1 sheet).
- Clearing, Grubbing and Demolition Plan (1 sheet).
- Site, Zoning and Geometric Plans (1 sheet).

- Grading and Drainage Plans (2 sheets).
- Paving Typical Sections (1 sheet).
- Stormwater Pond Sections (2 sheets).
- Stormwater Pollution Prevention Plans and Notes (4 sheets).
- Miscellaneous Construction Details (1 sheet).

2. Specifications: Wright-Pierce will prepare contract documents and technical specifications to support the Site Plans suitable for bidding and construction.

3. Opinion of Costs: Wright-Pierce will prepare an opinion of probable construction costs for the 60% and Final plans.

Task 2 Deliverables

The following documents will be provided to the City:

- 60% Site Plans will be submitted to the City as PDFs and 11" x 17" hardcopies (3 copies) for review and discussion.
- Final Site Plans will be submitted to the City as PDFs and 11" x 17" hardcopies (3 copies) for review and discussion.
- Final specifications will be submitted to the City as PDFs and 8 1/2" x 11" hardcopies (3 copies) for review and discussion.

Task 3: SWFWMD Permitting

1. **ERP Application:** After City review and approval of the 60% Site Plans, Wright-Pierce will prepare and submit permit applications to SWFWMD for an ERP. We anticipate up to two (2) rounds of reasonable comments from the agency during the permitting review process. Responding to requests for additional information beyond what is normal and customary is outside this Scope of Services. The City will be required to pay the associated permitting fees.

Task 3 Deliverables

The following documents will be provided as PDFs and transmitted to the City via email:

- Copies of the ERP application documents and RAI responses for the City's records.
- ePermit electronic upload of ERP documents to SWFWMD.

Task 4: Levy County Approvals

1. **Site Plan Approval:** Wright-Pierce will attend Levy County's Development Review Meeting to present the 60% Site Plans for County review and approval. We anticipate up to one (1) round of reasonable comments from the County. Such comments will be addressed in our Final Site Plans and resubmitted as part of the approval process. Responding to requests for additional information beyond what is normal, and customary is

outside this Scope of Services. The City will be required to pay the associated submittal, review, and/or permit fees.

2. Rezoning: Wright-Pierce will attend one (1) Levy County's Planning and Zoning and one (1) County Commission meeting to present the rezoning of the project site from Industrial to Recreational. This rezoning has been discussed with the County's Planning and Zoning department and the discussions have been very favorable and supportive, we do not anticipate any objections to this rezoning request. The City will be required to pay the associated submittal, review, and/or permit fees.

Task 4 Deliverables

The following documents will be provided to Levy County:

- 60% Site Plans will be submitted to Levy County as PDFs and 11" x 17" hardcopies (6 copies) for review and discussion.
- Final Site Plans will be submitted to Levy County as PDFs and 11" x 17" hardcopies (6 copies) for review and approval.
- Final Site Plans with rezoning information and completed County Rezoning Application forms.

Task 5: Bidding Phase Services

1. Bidding Services: Wright-Pierce will provide the following services during bidding:

- Wright-Pierce will host the bidding documents on our SharePoint site for Contractor downloads.
- Conduct the pre-bid meeting.
- Respond to technical questions as posed by prospective bidders according to the guidelines established in the bid documents.
- Assist the City with the preparation and issuance of project addenda.
- Evaluate the apparent low bidder's bid package and make a recommendation to award to the City.
- Prepare and submit conformed documents.

Task 5 Deliverables

The following documents will be provided:

- Prebid meeting agenda and meeting minutes.
- Addendums as needed.
- Bid tabulation and recommendation for award.
- Conformed documents.
- Final contract documents for City/Contractor execution (4 copies).

Schedule

We will start our services within 7 days after City's acceptance of this proposal and issuance of an executed Resolution from City Council. We anticipate a timeframe of 3 to 4 months to complete this Scope of Services subject to permitting, City, and County review times.

Compensation

Wright-Pierce will complete the above Scope of Services at hourly rates with a not to exceed fee of **\$53,600**. This fee includes \$1,980 for wetlands and habitat investigations and \$7,920 for geotechnical investigations.

Task 1: Project Initiation, Investigations, and Coordination	\$12,650
Task 2: Site Design	\$26,050
Task 3: SWFWMD Permitting	\$6,450
Task 4: Levy County Approvals	\$3,375
Task 5: Bidding Phase Services	\$5,075

Fees will be invoiced monthly in accordance with our General Services Contract based the actual effort expended.

Clarifications and Exclusions

1. The City will pay for all permit application and associated review fees related to the project.
2. The following are services are not included in this Scope of Services:
 - a. Property surveys. All survey work shall be contracted separately by the City with McMillen Surveying and paid by the City.
 - b. Design of Master Plan park feature not explicitly specified in Phase 1 of this project.
 - c. Traffic Impact, Origin and Destination, or other traffic studies
 - d. FDOT permitting (none are expected to be required)
 - e. Wetlands, endangered species, or habitat mitigation services.
 - f. Landscape and irrigation design.
 - g. Construction Administration Services.

If this proposal is acceptable, please provide a City Council executed Resolution that references this Scope of Services and we will schedule the initial kick-off meeting. As always, we appreciate the opportunity to present this proposal and look forward to working with you and your staff. If you have any questions or require additional information, please do not hesitate to contact me at 407.794.1734 or at the e-mail address listed below.

Sincerely,
WRIGHT-PIERCE



Walter A. Nickel, PE
Senior Project Manager
walter.nickel@wright-pierce.com

**Professional Services Task Order for
Cornelius Williams Park Phase 1 Design Services, City of Williston, FL**

Contract Acceptance Signatures

Engineer: Wright-Pierce, Inc.

Owner: City of Williston

By: 
Signature

By: _____
Signature

Date: January 23, 2023
Ryan T. Wingard, PE
Vice President

Date: _____
Debra Jones
City Council President

COUNCIL AGENDA ITEM

March 21, 2023

TOPIC: Resolution appointing Art Konstantino to the Community Redevelopment Agency

A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA; APPOINTING ART KONSTANTINO TO THE COMMUNITY REDEVELOPMENT AGENCY FOR A FOUR YEAR TERM BEGINNING MARCH 17, 2023 AND ENDING MARCH 16, 2027; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY:

Laura Jones, City Planner

BACKGROUND / DESCRIPTION:

In 2010, the CRA was reorganized by the City Council causing the elimination of two seats. It was at this time that the new appointment schedule and seat assignments were made. This resolution would reappoint Mr. Art Konstantino for another four years beginning March 17, 2023 and ending March 16 2027. Mr. Konstantino is a business owner within the City limits and has expressed a desire to continue to serve on the Board. Chapter 16 of the City's Code of Ordinances mandates the appointment of these members to the Agency Board (Sec. 18-53. - Appointment of successor commissioners. After the initial terms of appointment have expired, successor commissioners shall be appointed by the City Council and will hold office for a term of four years).

LEGAL: REVIEW: None

FISCAL IMPACTS: None

RECOMMENDED ACTION:

Adopt Resolution 2023-19 authorizing reappointment of Art Konstantino to the Community Redevelopment Agency.

ATTACHMENTS:

Resolution 2023-19

Letter from Mr. Konstantino

Business Tax License

COUNCIL ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION NUMBER 2023-19

A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA; APPOINTING ART KONSTANTINO TO THE COMMUNITY REDEVELOPMENT AGENCY FOR A FOUR YEAR TERM BEGINNING MARCH 17, 2023 AND ENDING MARCH 16, 2027; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Williston City Council desires to continue the efforts of the Community Redevelopment Agency of the City of Williston in redeveloping Downtown Williston; and,

WHEREAS, Art Konstantino has served on the Agency Board prior and has expressed his desire to continue to serve; and,

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

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

Section 2. The City Council hereby approves Resolution 2023-19.

Section 3. All Resolution or parts of Resolutions, in conflict with this Resolution are hereby repealed.

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

PASSED AND ADOPTED at a meeting of the City Council this 21st day of March 2023.

CITY OF WILLISTON, FLORIDA

Debra Jones, President
Williston City Council

ATTEST: Latricia Wright
City Clerk

City Planner

From: Art Konstantino
Sent: Tuesday, March 14, 2023 12:24 PM
To: City Planner
Subject: APK Marketing LLC

To whom it may concern:

My Business, previously Levy County Water, was causing conflict with Levy County Public Works and Health Department. I received calls day and late at night. As a result, I consulted with the State of Florida and settled on my present APK Marketing LLC, named after me and my efforts to serve the folks in Williston and North Central Florida.

I make presentations in peoples homes and businesses. I act as a Consultant and then advise which system used for water treatment is best for them. If they are interested in what I have presented, I order the equipment and have it drop-shipped. I have machines for show only for display. They are non-working.

Over are the days where we keep stock in our businesses. Parts and manufacturing changes. This eliminates the need for a retail building.

I am allowed to create another or many fictitious names under my LLC. Of course if I used a new name here, I would notify you.

I am on call during the day for those that need an appointment. It is difficult to keep planned hours because I hope to either be on a consult or delivery.

Business has been very slow for all of us in this business. People are cutting spending and cannot even afford to buy salt for their equipment. So I must ride my way through the coming crisis.

My hours will be:

Monday: On call 9-4 PM

Tuesday: In store from 11-2 PM

Wednesday: On call 9-4 PM

Thursday: In store from 11-2 PM

Friday: On call 9-4 PM

Thank you for your understanding.

Arthur P. Konstantino Jr.
APK Marketing LLC
352-529-0555



BUSINESS TAX CERTIFICATE

CITY OF WILLISTON
STATE OF FLORIDA

No: 01080.1

Named Person, Firm or Corporation is hereby certified to engage in stated business, profession, or occupation as stated below, providing compliance with all city, state, and federal laws. This Certificate valid only when all state, federal, and city requirements are met.

RETAIL SALES MERCHANTS (1,000)

*in the CITY OF WILLISTON for the period beginning October 01, 2022
and ending on September 30, 2023*

Issued: March 14, 2023

APK MARKETING, LLC
45 N MAIN ST
WILLISTON FL 32696-2134

Nicole Bause

A change of location from the stated location on this Certificate requires a new application for a business tax license to be filed.
The City expressly reserves the right to revoke or cancel this License in case the Certificate holder or any person doing business hereunder so conducts such business that it becomes a nuisance or annoys and disturbs the peace of the citizens of the community.

@CITY OF WILLISTON	CD1	
03/14/2023	11:05	
APK MARKETING, LLC		
CD1135639		AMOUNT
STSL APK MARKETING, LLC		62.50
CITY CODE: 01080.1		
PENALTY		62.50
STSL APK MARKETING, LLC		0.31
CITY CODE: 01080.1		
PENALTY		0.31
PAYMENT RECEIVED		AMOUNT
CHECK: 5044		62.81
TOTAL		62.81

Date: 3/21/2023

COUNCIL AGENDA ITEM

RESOLUTION 2023-21:

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 425169-2-94-23 REGARDING THE WILLISTON MUNICIPAL AIRPORT - TAXIWAY G REHABILITATION & REALIGNMENT; 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 Grant is a rehabilitation of Taxiway G which services the far side of the airport. This rehabilitation sets the stage for future aviation development on that side of the runway as well as cleans up the existing taxiway for the airport tenants that currently reside on that side of the airport.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2023-21	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

COUNCIL ACTION:

☐ APPROVED

☐ DENIED

RESOLUTION NUMBER 2023-21

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 425169-2-94-23 REGARDING THE WILLISTON MUNICIPAL AIRPORT - TAXIWAY G REHABILITATION & REALIGNMENT; 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 rehabilitation and realignment of taxiway G; and

WHEREAS, grant funding is available for the rehabilitation and realignment; 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 hereby incorporated herein and 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 21st day of March, 2023.

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

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence) 425169-2-94-23	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:	DPTO	FLAIR Category: 088719 Object Code: 740100 Org. Code: 55022020228 Vendor Number: VF596000451013
Contract Number:			
CFDA Number: N/A			
CFDA Title: N/A			
CSFA Number: N/A			
CSFA Title: N/A			

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 Airport Taxiway G Rehabilitation & Realignment. 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 B3: Alternative Advanced Pay (Transit Bus Program)

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- ☒ *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
☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
☐ *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, 2026. 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

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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.

9. Project Cost:

- a. The estimated total cost of the Project is \$1,425,000. 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 \$142,500 and, the Department's participation in the Project shall not exceed 10.00% 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:

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

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— 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.

- 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

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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.
- 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.

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- 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 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.

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- 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 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

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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:

- 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.

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- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.
- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “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

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30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the Federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 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:

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- 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 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

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

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- 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.
- 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:

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- 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 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

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described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad 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.

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- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an 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:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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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)): Taxiway G Rehabilitation & Realignment

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): Taxiway G - Design/Rehabilitation/Reconstruction & Realignment: 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, excavation, pavement removal, embankment, subgrade preparation, base course, surface course, pavement enhancement or reconstruction (with concrete, asphalt, rejuvenators, or sealants), joint rehabilitation for PCC pavement, pavement markings (removal and new), airfield lighting system, signage improvements (includes conduits, lights, conductors, cans, lightning protection, and vault upgrades), drainage, stormwater structures, fencing and gates, and sodding, including all materials, equipment, labor, and incidentals required to rehabilitate/reconstruct the taxiway pavement. This project includes demolition of the existing non-standard in—line taxiway at the approach of Runway 23, construction of a portion of the new taxiway back to existing hangars. The Sponsor will comply with Aviation Program Assurances.

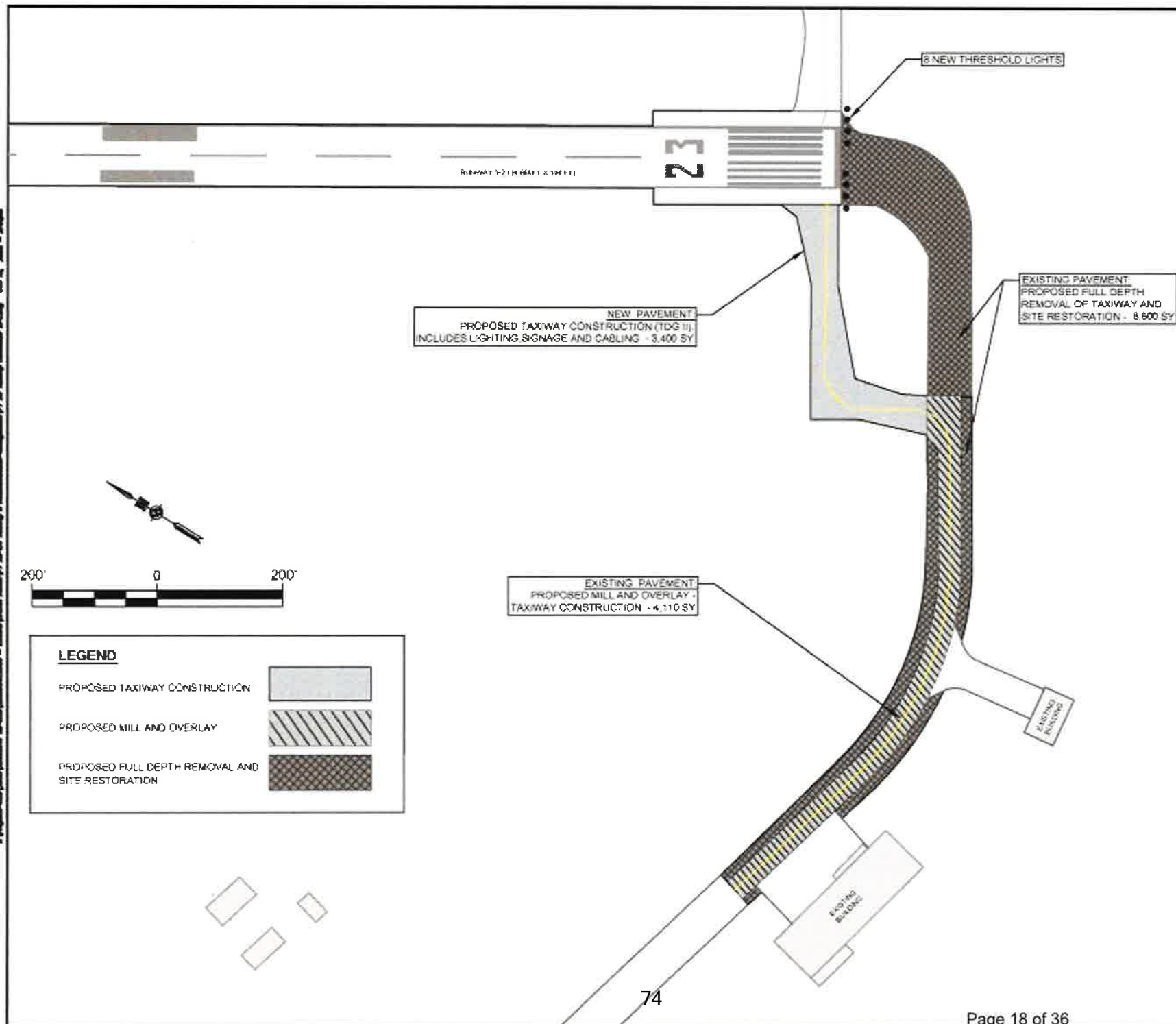
D. Deliverable(s): Taxiway G Rehabilitation & Realignment

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.



CIP FY 2023

CITY OF
WILLISTON

SO NEW MAJOR EFFORT,
P.O. BOX 880
WILKINSON, N.C. 28696

Passero Associates
255 W. 42nd St. New York, NY 10018
212/692-1000

At the end of the range	100%
At the start of the range	0%

[illegible]

**FY 2023
TAXIWAY
CONNECTOR
CONSTRUCTION**

202131B4 2010

OCTOBER 2022

CONCEPT SKETCH

100%

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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
425169-2-94-23	DPTO	088719	2023	740100	N/A	N/A	\$142,500.00
425169-2-94-23	FAA	088719	2023	740100	N/A	N/A	\$1,282,500.00
Total Financial Assistance							\$1,425,000.00

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	\$0.00	\$0.00	\$0.00	\$0.00	0.00	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	\$142,500.00	\$0.00	\$1,282,500.00	\$1,425,000.00	10.00	0.00	90.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$142,500.00	\$0.00	\$1,282,500.00	\$1,425,000.00			

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

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
--	--

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

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 -

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>.

Date: March 21, 2023

COUNCIL AGENDA ITEM

TOPIC: DISCUSSION WITH POSSIBLE ACTION: PAF NOTICE FOR CITY CLERK CMC (CERTIFIED MUNICIPAL CLERK) CERTIFICATE.

REQUESTED BY: PRESIDENT DEBRA JONES

PREPARED BY: CITY CLERK LATRICIA WRIGHT

BACKGROUND / DESCRIPTION: FULFILLED ALL THE REQUIRMENTS OF THE CERTIFIED MUNICIPAL CLERK PROGRAM AND HAVE EARNED HER CMC DESIGNATION.

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS: EMAIL FROM THE IIMC EDUCATION DEPARTMENT.

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED

Latricia Wright

From: Kellie Siggson <kellie@iimc.com>
Sent: Monday, March 13, 2023 12:34 PM
To: Latricia Wright
Subject: Congratulations on your CMC Designation



03/13/2023

Dear Latricia Wright, CMC:

Congratulations! It is my pleasure to inform you that you have fulfilled all the requirements of the Certified Municipal Clerk (CMC) Program offered by the International Institute of Municipal Clerks (IIMC) and have earned your CMC designation. Your certification package is currently in the creation phase. Education and Membership Assistant, Iris Hill will be updating you on the status of your shipment soon. Should you have any questions please reach out to Iris at iris@iimc.com.

The CMC is more than a pin, a certificate and three letters at the end of your name. It is a declaration that you are proficient in your important position and that you have demonstrated mastery of administrative skills critical to good government.

Please know that you also have the option of enrolling in the MMC program to become a Master Municipal Clerk (MMC) as of this date. Be sure to watch the video we have created to help you make your way through the MMC program. Check it out [here](#). Please don't hesitate to reach out to me at kellie@iimc.com if you have questions.

I extend my warmest congratulations to you and wish you all the best in your professional endeavors.

Kellie Siggson
Certification Manager
IIMC Education Department

[Total Control Panel](#)

[Login](#)

To: latricia.wright@willistonfl.org

Message Score: 2

High (60): Pass

From: bounces+23379078-6e83-

My Spam Blocking Level: Medium

Medium (75): Pass

latricia.wright=willistonfl.org@em2599.iimc.com

Low (90): Pass

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