

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

DATE: TUESDAY, JUNE 06, 2023
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Charles Goodman
Council President Debra Jones
Vice-President Jerry Robinson
Councilmember Michael Cox
Councilmember Zach Bullock
Councilmember Darfeness Hinds

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 6-8)

- Council minutes from May 16, 2023

ITEM – 4 – UPDATES

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD
- STAFF
- COUNCIL
- MAYOR

ITEM – 5 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: USE OF A SEPTIC TANK SYSTEM AND WELL FOR HOUSEHOLD WATER AT 916 NW 7TH STREET. ROBERT MCPHERSON. (pp 9-11)
- B. DISCUSSION WITH POSSIBLE ACTION: FIRE ASSESSMENT. FIRE CHIEF LAMAR STEGALL. (pp 12-16)
- C. DISCUSSION WITH POSSIBLE ACTION: DISCOUNTED NATURAL GAS SUPPLY. PUBLIC WORKS SUPERVISOR DONALD BARBER/THOMAS GEOFFROY, FGU. (pp 17-24)

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

OPEN PUBLIC HEARING

- D. 1st READING OF ORDINANCE 2023-711: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; MAKING CERTAIN FINDINGS AND DETERMINATIONS; AMENDING SECTIONS 40-142 AND 40-144, AND CREATING SECTION 40-149 OF THE CODE OF ORDINANCES, CITY OF WILLISTON, FLORIDA; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR, DONALD BARBER. (pp 25-33)
- E. 1st READING OF ORDINANCE 2023-713: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE CITY OF WILLISTON LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT INCREASED HOUSING NEEDS; RELATED TO AN AMENDMENT OF THE TEXT OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR AMENDING CHAPTER 56 SECTION 56-24, CUL-DE-SACS, ALLOWING FOR 1000 FEET IN LENGTH, DESCRIBED HEREIN; AND ALLOWING FOR PRIVATE STREETS WITHIN DEVELOPMENTS; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION IN THE CITY CODE OF ORDINANCES, AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. (pp 34-40)
- F. 1ST READING OF ORDINANCE 2023-714: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; MAKING CERTAIN FINDINGS AND DETERMINATIONS; AMENDING SECTION 40-184 OF THE CODE OF ORDINANCES, CITY OF WILLISTON, FLORIDA; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER. (pp 41-46)
- G. 2nd READING OF ORDINANCE 2023-708: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING TPROVIDINGLLISTON LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT INCREASED HOUSING NEEDS; RELATED TO AN AMENDMENT OF THE TEXT OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR AMENDING CHAPTER 60-256, MINIMUM LOT REQUIREMENTS AND MINIMUM YARD REQUIREMENTS, ALLOWING FOR DUPLEXES AND TOWNHOMES, DESCRIBED HEREIN; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS, AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. (pp 47-54)

CLOSE PUBLIC HEARING

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

- H. RESOLUTION 2023-36: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE COMMUNITY PLANNING TECHNICAL ASSISTANCE (CPTA) GRANT PROGRAM THROUGH THE DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO). CITY PLANNER LAURA JONES. (pp 55-56)
- I. RESOLUTION 2023-37: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON WELL NUMBER FOUR AUTOMATIC TRANSFER SWITCH REPAIR; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER. (pp 57-58)
- J. RESOLUTION 2023-38: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON COUNTRY LANE ESTATES GAS DEVELOPMENT PROJECT TO FINISH WITH ADDITIONAL FUNDING; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER. (pp 59-60)
- K. RESOLUTION 2023-39: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING A SPECIAL EXCEPTION (SE2023-02) FOR ALLOWING AN ADULT CARE CENTER AT PARCEL ID#0506600300 (515 SE 1ST AVE.). CITY PLANNER LAURA JONES. (pp 61-71)
- L. RESOLUTION 2023-40: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE STATE OF U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT PROGRAM GRANT REGARDING THE WILLISTON MUNICIPAL AIRPORT - DESIGN OF THE REALIGNMENT OF TAXIWAY G; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 72-105)
- M. RESOLUTION 2023-41: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE PURCHASE OF ONE 150 KVA MOUNT TRANSFORMER IN THE AMOUNT OF \$19,630.00; AND AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE ANY DOCUMENTS NECESSARY TO FACILITATE SAID PURCHASE; AND PROVIDING FOR AN EFFECTIVE DATE. JASON LEE LOGISTICS DEPARTMENT/PUBLIC WORKS SUPERVISOR DONALD BARBER/ELECTRIC SUPERVISOR MICHAEL MILLER. (pp 106-108)

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CITY COUNCIL MEETING

- N. DISCUSSION WITH POSSIBLE ACTION: REQUEST FOR PROPOSAL FOR ROOF REPLACEMENT AT WILLISTON AIRPORT. ATTORNEY KIERSTEN BALLOU. (pp 109-130)
- O. DISCUSSION WITH POSSIBLE ACTION: MAYOR'S VETO OF ORDINANCE 2023-710 "GOLF CART PARKING". COUNCIL PRESIDENT DEBRA JONES. (pp 131-132)
- P. DISCUSSION WITH POSSIBLE ACTION: CANCEL OR RESCHEDULE JULY 4TH COUNCIL MEETING. COUNCIL PRESIDENT DEBRA JONES. (pp 133)

ITEM – 6 – PUBLIC PARTICIPATION

ITEM - 7 - ANNOUNCEMENTS

ITEM – 8 – ADJOURNMENT

NEXT SCHEDULED COUNCIL MEETING JUNE 20, 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/UCKtI468kcNjBS2AYgOaBsRQ>

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
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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, MAY 16, 2023
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Charles Goodman - Absent
Council President Debra Jones
Vice-President Jerry Robinson
Councilmember Michael Cox
Councilmember Zach Bullock
Councilmember Darfeness Hinds

OTHERS:

City Manager Terry Bovaird
Finance Director Stephen Bloom
City Clerk Latricia Wright
Attorney Kiersten Ballou

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Opening prayer and pledge led by Vice-President Jerry Robinson.

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

City Planner Jones asked to have Item #6-A removed. Motion to approve agenda as amended by Vice-President Jerry Robinson. Seconded by Councilmember Bullock. Motion carried 5-0.

ITEM – 2 – PROCLAMATION: NATIONAL PUBLIC WORK WEEK. MAYOR CHARLES

GOODMAN. - City Manager Terry Bovaird presented proclamation for National Public Works Week to Utility Director Jonathen Bishop, Public Works Supervisor Donald Barber, Crew member Jason Fox, Electric Supervisor Michael Miller and Lineman Dallas Lester.

ITEM – 3 – PUBLIC PARTICIPATION - Business owner Marvin Johnson thanked Jonathen Bishop and his crew for the excellent job they are doing in the city.

ITEM – 4 – CONSENT AGENDA – Motion to approve consent agenda by Vice-President Jerry Robinson. Seconded by Councilmember Bullock. Motion carried 5-0.

- Council minutes from May 2, 2023

ITEM –5 – UPDATES

A. STAFF AND BOARD AND COUNCIL UPDATES

- **CITY MANAGER TERRY BOVAIRD** - We've received the Agreement between the City of Williston and Morales from the attorney and just need to review the agreement and send back for finalization. Also, we have the draft back from Wright-Pierce regarding the map for golf carts. Council President ordered staff to go ahead and order golf cart signs.

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- STAFF- Chief Rolls has received the claim funds from the wrecked vehicle, but now another car has blown a head gasket and needs fixing. Utility Director Jonathen Bishop reminded everyone about the Funding Workshop to be held on Friday May 19th.
- COUNCIL - Vice-President Jerry Robinson asked for update on Pesso property. Attorney Scott Walker said he would check the status of the property and get back with Council.
- MAYOR - none

ITEM – 6 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: FIREWORKS AT HOMESTEAD PARK JULY 1, 2023. PROPERTY OWNER MATT CRANDALL. -cancelled
- B. REVIEW OF MARCH 2023 FINANCIAL REPORT. FINANCE DIRECTOR STEPHEN BLOOM. - Finance Director Stephen Bloom reviewed the March Financial report with Council.
- C. RESOLUTION 2023-35: A RESOLUTION OF THE CITY OF WILLISTON OF LEVY COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2023-23 ADOPTED BUDGET, AND PROVIDING AN EFFECTIVE DATE. FINANCE DIRECTOR STEPHEN BLOOM. - Motion to approve Resolution 2023-35 by Councilmember Bullock. Seconded by Vice-President Robinson. Motion carried 5-0.

OPEN PUBLIC HEARING

- D. 1ST READING OF ORDINANCE 2023-708: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE CITY OF WILLISTON LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT INCREASED HOUSING NEEDS; RELATED TO AN AMENDMENT OF THE TEXT OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR AMENDING CHAPTER 60-256, MINIMUM LOT REQUIREMENTS AND MINIMUM YARD REQUIREMENTS, ALLOWING FOR DUPLEXES AND TOWNHOMES, DESCRIBED HEREIN; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS, AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. - Public hearing opened by Council President Jones. Motion to approve 1st reading of Ordinance 2023-708 by Vice President Robinson. Seconded by Councilmember Cox. Motion carried 4-1. Council President Jones, Vice-President Jerry Robinson, Councilmember Cox, and Councilmember Hinds voted "Aye". Councilmember Bullock voted "Nay".

CLOSE PUBLIC HEARING

- E. RESOLUTION 2023-31: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE CHARGING AND FUELING INFRASTRUCTURE

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

DISCRETIONARY GRANT TO THE U.S. DEPARTMENT OF TRANSPORTATION (DOT), FEDERAL HIGHWAY ADMINISTRATION (FHWA). CITY PLANNER LAURA JONES. -Motion to approve Resolution 2023-31 by Councilmember Bullock. Seconded by Councilmember Cox. Motion carried 5-0.

- F. RESOLUTION 2023-32: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE HAZARD MITIGATION GRANT PROGRAM FOR HURRICANE IAN (DR-4673) TO THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT. CITY PLANNER LAURA JONES. - Motion to approve Resolution 2023-32 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 5-0.
- G. RESOLUTION 2023-34: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING A PROPOSED REPLAT FOR THE MINOR SUBDIVISION OLD SCHOOL PLAZA LOT 1, OR BOOK 1486, PAGE 1613 (PARCEL #2223400100) INTO 2 LOTS. CITY PLANNER LAURA JONES. - Motion to approve Resolution 2023-34 by Councilmember Bullock. Seconded by Councilmember Hinds. Motion carried 5-0.

ITEM – 7 – PUBLIC PARTICIPATION - none

ITEM - 8 - ANNOUNCEMENTS - Grand Funding Workshop Friday May 19th at 9:30 a.m. Councilmember Cox asked about the Charter Review. Council President Jones suggested we wait until after budget to resume reviewing the charter.

ITEM – 9 – ADJOURNMENT - Motion to adjourn at 7:16 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 5-0.

Date: June 6, 2023

COUNCIL AGENDA ITEM

TOPIC: DISCUSSION WITH POSSIBLE ACTION: USE OF A SEPTIC TANK SYSTEM AND WELL FOR HOUSEHOLD WATER AT 916 NW 7TH STREET.

**REQUESTED BY: ROBERT MCPHERSON
PREPARED BY: LATRICIA WRIGHT**

BACKGROUND / DESCRIPTION:

LEGAL REVIEW: N/A

FISCAL IMPACTS:

RECOMMENDED ACTION:

ATTACHMENTS:

COMMISSION ACTION:

☐ **APPROVED**

☐ **DISAPPROVED**

Sec. 40-106. Sewer, disposal requirements; septic tanks; private water supply.

- (a) It shall be unlawful for any person, firm or corporation owning or leasing any premises within the city to permit the disposal of any human excrement on any project leased or rented by any such person, firm or corporation, except in a sanitary water closet, where the sewage lines are available.
- (b) No septic tank other than those approved by the state and county authorities shall be constructed within the corporate limits of the city. No septic tank shall be constructed or used where a sewer line is available within 200 feet from the property line.
- (c) Nothing herein shall be construed to require or entitle any person to cross the private property of another to make such sewer connection.
- (d) Where sewage disposal fees are not paid in accordance with provisions hereof, in those instances where the owner has his own private water supply, the city shall have the right to cut off such water supply to the plumbing system and the owner shall have no right to reconnect his own private water supply until the sewage disposal fees shall have been paid in full.
- (e) Each residential unit whether occupying one or more lots and whether it shall occupy any lot or parcel jointly with any other residential unit shall be considered a separate unit for the payment of the sewage disposal fee, and separate connections will be required.

(Ord. No. 280, § 1, 9-3-1985; Code 1958, § 23-49.1)



Levy County, FL



Overview



Legend

- Parcels**
- Parcel Lines**
 - Construction
 - Easement
 - Lot
 - Miscellaneous
 - Parcel
 - Private Road
 - Road Right of Way
 - Subdivision
 - Water
 - <all other values>
- Roads**
- City Labels**

Parcel ID	0429100A06	Physical Address	916 NW 7 ST	Building Value	\$0	Last 2 Sales			
Property Use	0000 - VAC	Address	WILLISTON	Extra Feature	\$0	Date	Price	Reason	Qual
	LAND	Mailing Address	MCPHERSON ROBERT H	Value		1/21/2022	\$160000	01	Q
Taxing District	WILLISTON	Address	949 NW 7TH ST	Market Land Value	\$99,000	4/1/2002	\$713200	09	U
Acres	10.0		WILLISTON FL 32696	Ag Land Value	\$99,000				
				Just Value	\$99,000				
				Assessed Value	\$99,000				
				Taxable Value	\$99,000				

Date created: 5/31/2023

Last Data Uploaded: 5/30/2023 7:23:04 PM

Developed by  **Schneider**
GEOSPATIAL

Date: June 6, 2023

COUNCIL AGENDA ITEM

TOPIC: Fire Assessment

REQUESTED BY: LAMAR STEGALL

PREPARED BY: LAMAR STEGALL

BACKGROUND / DESCRIPTION: This is a fee used to pay for operating expenses of the Fire department. Property owners pay this fee once a year, no matter how many times the fire department is called to their home or property for assistance.

LEGAL REVIEW:

FISCAL IMPACTS: Can be taken from the assessment

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**



Williston Fire Department

5 S.W. 1st Avenue-Williston, Florida 32696-0160
(352) 528-5003

The estimated fees to assist the City with development and implementation of a fire assessment program would be between \$28,000 and \$34,000.

- Phase 1 – Study Development -- \$20,500 - \$25,000
- Phase 2 – Implementation (does not include drafting of legal documents) -- \$7,500 - \$9,000
 - Includes attendance at meetings to adopt rate resolutions,
 - Advise and assist City attorney with legal documents,
 - Assist with tax bill collection method
 - Meeting statutory requirements
 - Preparation of TRIM/notice roll
 - Certifying final fire assessment roll to Tax Collector
 - Public Education efforts

The study/data analysis and program development would take 90-120 days; depending on the availability of data from the City (i.e., call data, budget, service delivery information, etc.).

Implementation would take approximately 90 – 120 days and includes the following:

- Adoption of Ordinance – requires to readings
- Adoption of Initial Rate Resolution
- Mail and Publish Notice – must be done at least 20 days before adoption of Final Rate Resolution
- Adoption of Final Rate Resolution
- Certify Final Roll to Tax Collector

It is assumed the City would want to collect the fire assessment using the tax bill collection method – similar to Levy County, Chiefland, Bronson and Inglis. Unless the City adopted a Resolution of Intent by January 1, 2023, the option of using the tax bill for November 2023 is not available. But that is not to say that we cannot get started on developing the fire assessment program and implementing it in 2024.

If this is something that interests the City, the City will need to adopt a resolution of intent by December 31, 2023. GSG can provide a form of resolution of intent.



Williston Fire Department

5 S.W. 1st Avenue-Williston, Florida 32696-0160
(352) 528-5003

Local Fire Assessments.

Bronson

Rate Per Dwelling Unit Residential \$129.00

Rate Per Square Foot Non-Residential \$0.02

Rate Per Parcel Vacant Land \$8.00

***Estimated Gross Revenue: \$70,352; Estimated Exempt Buy-down: \$9,369; Estimated Net Revenue: \$60,983.**

Chiefland

Rate per Dwelling Unit Residential \$159.00

Rate per Square Foot Non-Residential \$0.05

Rate Vacant Land per Parcel \$10.00

*** Estimated Gross Revenue: \$196,265; Estimated Exempt Buy-down: \$23,419; Estimated Net Revenue: \$172,846.**

Levy County

Rate per Dwelling Unit Residential \$129.00

Rate per Square Foot Non-Residential

- Commercial \$0.36
- Industrial/Warehouse \$0.05
- Institutional \$0.15

Rate Vacant Land per Parcel/Acre

- AG/VAC <160 \$12.00



Williston Fire Department

5 S.W. 1st Avenue-Williston, Florida 32696-0160
(352) 528-5003

- AG/VAC >160 \$0.05

High Springs

Rate per Dwelling Unit Residential \$223.00

Rate per Square Foot Non-Residential (Capped at 40,000)

- Commercial \$0.09
- Industrial/Warehouse \$0.02
- Institutional \$0.16

Rate Vacant Land per Parcel \$10.00

* Estimated Gross Revenue: \$636,748.00

Newberry

Rate per Dwelling Unit Residential \$195.00

Rate per Square Foot Non-Residential

- Commercial \$0.15
- Industrial/Warehouse \$0.03
- Institutional \$0.20

Rate Vacant Land per Parcel/Acre

- AG/VAC <160 \$0.00
- AG/VAC >160 \$0.00

Williston (Example)

Rate per Dwelling Unit Residential at \$129.00

- Estimated Gross Revenue \$133,902.00*
- Estimated Net Revenue \$117,834.00*



Williston Fire Department

*5 S.W. 1st Avenue-Williston, Florida 32696-0160
(352) 528-5003*

Rate per Sq. ft. Non-Residential \$0.00 (UNK)

Rate per Parcel Vacant Land \$0.00 (UNK)

*This estimate is based off of just residential and are for informational only.

June 6th, 2023

CITY COUNCIL AGENDA ITEM

TOPIC: Discussion with Possible Action / Discounted Natural Gas Supply

REQUESTED BY: THOMAS GEOFFROY / FGU

BACKGROUND / DESCRIPTION:

The City of Williston is currently participating in 4 discounted gas deals through FGU

- Discounted natural gas supply is achieved through a prepay transaction
- Does NOT require prepayment by City
- 30-year commitment

FGU has a presentation for the Council on opportunities within the bulk gas purchasing division. Staff recommends the continuation of efforts to prepay and participate in market opportunities that are unique to the current economic climate.

LEGAL REVIEW: YES

FISCAL IMPACTS: YES / Budget Planning

RECOMMENDED ACTION: Staff recommends

ATTACHMENTS: NONE

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**



Discounted Natural Gas Supply

City of Williston

June 6, 2023

Florida Gas Utility (FGU)

- Non-profit municipal joint action agency
- Providing natural gas services for over 30 years
 - Specializing in gas supply and capacity management
- 25 Municipal Members throughout Florida
 - The City of Williston has been a member of FGU since 2002
- One of the largest shippers on Florida Gas Transmission pipeline system



Discounted Natural Gas Supply

- Discounted natural gas supply is achieved through a prepay transaction
 - Does NOT require prepayment by City
 - 30-year commitment
- The City of Williston is currently participating in 4 discounted gas deals through FGU
- MGAG is preparing two (2) more transactions



Key Terms

- Recommended Remaining Quantity
 - Winter 38 dth/day
 - Summer 67 dth/day
- Discount
 - \$0.45/dth minimum discount
- Term of Contract
 - Will periodically reprice, with initial discount period of at least 5 years
- Exit Clause
 - Permanent cessation of the use of natural gas
 - Permanent reduction in the use of natural gas by the City

Breakout of Contract Quantities

Existing Daily Contract Quantity (Dths/day)		
<u>Winter</u>	<u>Summer</u>	5-yr Historical Average Consumption
73	27	48%

Proposed Daily Contract Quantity (Dths/day)		
<u>Winter</u>	<u>Summer</u>	5-yr Historical Average Consumption
111	94	80%

Discount Savings

Existing Annual Prepay Savings	
Total Annual Prepay Supply (dth)	Total Annual Savings
16,801	\$9,589

Proposed Annual Prepay Savings	
Total Annual Prepay Supply (dth)	Total Annual Savings
36,877	\$26,509

Recommendation

Florida Gas Utility
recommends that the City of
Williston authorize the
execution of the Directives
related to this opportunity



COUNCIL AGENDA ITEM

TOPIC: ORDINANCE NUMBER 2023-711

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; MAKING CERTAIN FINDINGS AND DETERMINATIONS; AMENDING SECTIONS 40-142 AND 40-144, AND CREATING SECTION 40-149 OF THE CODE OF ORDINANCES, CITY OF WILLISTON, FLORIDA; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

PREPARED BY: Donald Barber, Public Works Supervisor

BACKGROUND / DESCRIPTION: Ordinance 2023-709 accomplishes the following: This ordinance, after study and workshop, gives the electric department an increase in the service availability access charge. It demonstrates the true cost of providing the power system before any consumption is purchased or calculated. This is a fixed cost and will not have any effect on the consumable rate. The changes addressed to the fixed base cost will be provided for the next five fiscal years. Other changes addressed are the rate stabilization fund creation, and the design standards and specifications to protect the city electric system from unchecked development.

LEGAL REVIEW: YES

FISCAL IMPACTS: Yes

RECOMMENDED ACTION: Staff recommends approval of the Ordinance.

ATTACHMENTS: Ordinance 2023-709 & supporting documents

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

ORDINANCE NUMBER 2023-711

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; MAKING CERTAIN FINDINGS AND DETERMINATIONS; AMENDING SECTIONS 40-142 AND 40-144, AND CREATING SECTION 40-149 OF THE CODE OF ORDINANCES, CITY OF WILLISTON, FLORIDA; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council hereby finds and determines that it is appropriate at this time to provide for stepped increases in the retail rates set forth in section 40-142 over the next five fiscal years to continue to provide for the revenue requirements of the City and the appropriate funding for reliable operation of the City's electric utility;

WHEREAS, section 40-144 of the Williston Code provides for the monthly bulk power cost adjustment (BPCA), including the rate stabilization fund;

WHEREAS, the City Council hereby finds that it is appropriate to establish a minimum amount for the rate stabilization fund and a maximum target amount;

WHEREAS, this ordinance provides the authority for the City Manager to adopt and promulgate additional standards and specifications for the electric utility consistent with the Williston Code, including future changes, additions, and deletions, which must be kept on file at City Hall and subject to inspection and available for copying by any customer or other person;

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

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

WHEREAS, the City Council hereby finds and determines that the adoption of this ordinance is necessary and appropriate for the procurement of future equipment

and materials for the City's electric utility operations, and for ensuring the continued low cost of those electric utility operations, which are vital to promoting, enabling, and facilitating the City's provision of economic competitiveness for its residents, businesses, and visitors.

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

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

Section 2. Amendment to Section 40-142 of the Williston Code. Section 40-142, subsections (1) through (4), of the Williston Code are hereby amended and restated in full, to provide for stepped increases of 32.2%, 9.25%, 7.5%, 3.2%, and 2.75% in the base rates charged to customers (before the application of the bulk power cost adjustment) over the next five fiscal years, as follows:

Effective October 1, 2023 through September 30, 2024:

(1) Residential service (R-S):

Customer charge per meter \$11.52
All kwh, per kwh..... \$0.11785

(2) General service rate nondemand (GS-S):

Customer charge per meter \$21.61
All kwh, per kwh..... \$0.12292

(3) General service rate demand (GRD-S):

Service customer charge per meter \$36.00
All kwh, per kwh..... \$0.09497
All kw demand, per kw..... \$7.20

- (4) General service rate large demand (GSLD-S):
- | | |
|---------------------------------|-----------|
| Customer charge per meter | \$71.98 |
| All kwh, per kwh..... | \$0.08782 |
| All kw demand, per kw..... | \$8.63 |

Then, effective October 1, 2024 through September 30, 2025:

- (1) Residential service (R-S):
- | | |
|---------------------------------|-----------|
| Customer charge per meter | \$12.32 |
| All kwh, per kwh..... | \$0.12875 |
- (2) General service rate nondemand (GS-S):
- | | |
|---------------------------------|-----------|
| Customer charge per meter | \$23.61 |
| All kwh, per kwh..... | \$0.13429 |
- (3) General service rate demand (GRD-S):
- | | |
|---|-----------|
| Service customer charge per meter | \$39.33 |
| All kwh, per kwh..... | \$0.10375 |
| All kw demand, per kw..... | \$7.87 |
- (4) General service rate large demand (GSLD-S):
- | | |
|---------------------------------|-----------|
| Customer charge per meter | \$78.64 |
| All kwh, per kwh..... | \$0.09594 |
| All kw demand, per kw..... | \$9.43 |

Then, effective October 1, 2025 through September 30, 2026:

- (1) Residential service (R-S):
Customer charge per meter \$13.24
All kwh, per kwh..... \$0.13841
- (2) General service rate nondemand (GS-S):
Customer charge per meter \$25.38
All kwh, per kwh..... \$0.14436
- (3) General service rate demand (GRD-S):
Service customer charge per meter \$42.28
All kwh, per kwh..... \$0.11153
All kw demand, per kw..... \$8.46
- (4) General service rate large demand (GSLD-S):
Customer charge per meter \$84.54
All kwh, per kwh..... \$0.10313
All kw demand, per kw..... \$10.14

Then, effective October 1, 2026 through September 30, 2027:

- (1) Residential service (R-S):
Customer charge per meter \$13.66
All kwh, per kwh..... \$0.14284
- (2) General service rate nondemand (GS-S):
Customer charge per meter \$26.19
All kwh, per kwh..... \$0.14898

- (3) General service rate demand (GRD-S):
- Service customer charge per meter \$43.63
- All kwh, per kwh..... \$0.11510
- All kw demand, per kw \$8.73
- (4) General service rate large demand (GSLD-S):
- Customer charge per meter \$87.25
- All kwh, per kwh..... \$0.10643
- All kw demand, per kw..... \$10.46

Then, effective October 1, 2027 and after:

- (1) Residential service (R-S):
- Customer charge per meter \$14.04
- All kwh, per kwh..... \$0.14677
- (2) General service rate nondemand (GS-S):
- Customer charge per meter \$26.91
- All kwh, per kwh..... \$0.15308
- (3) General service rate demand (GRD-S):
- Service customer charge per meter \$44.83
- All kwh, per kwh..... \$0.11827
- All kw demand, per kw..... \$8.97

(4) General service rate large demand (GSLD-S):

Customer charge per meter \$89.65

All kwh, per kwh..... \$0.10936

All kw demand, per kw..... \$10.75

Section 3. Amendment to Section 40-144 of the Williston Code. The definition of the term *Rate Stabilization Fund Adjustment (RSFA)* set forth in section 40-144(b) of the Williston Code is hereby amended and restated in full as follows:

Rate stabilization fund adjustment (RSFA). All extraordinary power cost adjustments, other than routine wholesale true-ups, will be deposited into or withdrawn from a rate stabilization fund to be used at the city's discretion to offset sudden and temporary changes in the cost of power. Within the discretion of the City Manager, the rate stabilization fund must be maintained at a level of at least \$1.2 million, but should not exceed \$3.5 million, unless otherwise approved by the city council. Inclusion of a RSFA in the monthly Bulk Power Cost Adjustment (BPCA) calculation is intended to limit fluctuations in the BPCA.

Section 4. New Section 40-149 of the Williston Code. A new section 40-149 of the Williston Code is hereby created to read as follows:

Sec. 40-149. - Standards and Specifications.

The City Manager may from time to time adopt and promulgate further regulations, policies, and additional terms of service, consistent with the matters established in this article. The City Manager is responsible for ensuring that all such regulations, policies, and additional terms of service are organized into a booklet form and kept at City Hall for the inspection or copying of any customer, or any other person desiring to inspect such documents (collectively, the City's "*Blue Book*"). The City Manager may make or authorize changes, additions, and deletions to the Blue Book at any time, provided that the Blue Book shall be in all respects consistent with this article.

Section 5. Repeal of Conflicting Ordinances. All ordinances or parts of ordinances in conflict with this ordinance are, to the extent of the conflict with this ordinance, hereby repealed.

Section 6. Severability. Should the provisions of this ordinance be declared to be severable and if any section, sentence, clause, or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance, but

they shall remain in effect, it being the legislative intent that this ordinance shall remain notwithstanding the invalidity of any part.

Section 7. Effectiveness. This ordinance shall become effective immediately upon its passage.

[Continued on Following Page]

PASSED this ____ day of May, 2023, on the first reading by a vote of _____.

PASSED AND ADOPTED this ____ day of _____, 2023, on second reading
by a vote of _____.

Attest:

CITY COUNCIL OF THE
CITY OF WILLISTON, FLORIDA

Latricia Wright
City Clerk

Debra Jones
President, City Council

Approved as to legal form and content:

Kiersten Ballou
City Attorney

Charles Goodman, Mayor

PLANNING & ZONING AGENDA ITEM

TOPIC: Code of Ordinances Text Amendment for Cul-de-Sac and Private Drives

REQUESTED BY: Laura Jones, City Planner

APPLICANT: NA

PUBLIC HEARING

BACKGROUND / DESCRIPTION:

Ordinance 2023-713

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE CITY OF WILLISTON LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT INCREASED HOUSING NEEDS; RELATED TO AN AMENDMENT OF THE TEXT OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR AMENDING CHAPTER 56, SEC. 56-24, CUL-DE-SACS, ALLOWING FOR 1000 FEET IN LENGTH, DESCRIBED HEREIN; AND ALLOWING FOR PRIVATE STREETS WITHIN DEVELOPMENTS; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION IN THE CITY CODE OF ORDINANCES, AND PROVIDING AN EFFECTIVE DATE.

SUMMARY

The proposed text amendment is a staff initiated update to the City of Williston's Code of Ordinances. Staff initiates these updates when trends begin to change and it becomes apparent that the City's current Code is no longer adequate. This Ordinance specifically changes the cul-de-sac radius and requirements for private roads.

Section 56-24. – Requirements and minimum standards.

The specifications and requirements set forth in this section shall be met in all subdivisions and are conditions precedent to approval of any final plat.

(1) *Streets and alleys.*

a. *Relation to existing street system.* The proposed streets in any subdivision shall, insofar as may be practical, conform to the alignment of existing streets, so as to extend or project the adjacent, or similarly aligned existing streets in the general area. All alleys shall be a minimum of 25 feet wide.

b. *Street right-of-way widths.* The minimum width of rights-of-way, measured between lot lines, shall be as follows:

1. Arterial streets and highways: One hundred feet. Arterial streets and highways are those used or designed to be used primarily for fast or heavy traffic.

2. Collector streets: Sixty-five feet. Collector streets are those which carry traffic from residential streets to arterial or other collector streets; and principal feeder streets in, to or through areas or neighborhoods.

3. Local streets: Fifty feet. Local streets are those which are used or intended to be used primarily for access to the abutting properties and designed for local traffic use.

4. Ingress/egress easements must be at least 25 feet wide.

(2) *Restriction of access.* When a proposed residential subdivision abuts an arterial street or highway, the city council shall require lots fronting on such arterial street or highway to be provided with access to a marginal access street.

(3) *Street grades.* Grades on arterial streets shall not exceed six percent or be less than two-tenths percent.

(4) *Horizontal curves.* Horizontal curves shall be designed in accordance with the Florida Department of Transportation Manual of Uniform Minimum Standards for Designs, Construction and Maintenance for Streets and Highways, as amended.

(5) *Vertical curves.* Vertical curves shall be designed in accordance with the Florida Department of Transportation Manual of Uniform Minimum Standards for Designs, Construction and Maintenance for Streets and Highways, as amended.

(6) *Intersections.* Street intersections shall be as nearly at right angles as is practicable; no intersection shall be at any angle of less than 60 degrees. Curbs of streets at 90-degree intersections shall be connected by a curb with a horizontal radius of not less than 20 feet.

(7) *Tangents on reverse curves.* Tangents on reverse curves shall be designed in accordance with the Florida Department of Transportation Manual of Uniform Minimum Standards for Designs, Construction and Maintenance for Streets and Highways, as amended.

(8) *Street jogs.* Street jogs, or "offsets" in horizontal alignment of streets at cross intersections, shall not be made within less than 125 feet between centers.

(9) *Dead end streets (cul-de-sac).* Minor streets or courts designed to have one end permanently closed shall not be less than 1000 feet ~~not be more than 500 feet~~ in length. Such streets shall be provided at the closed end with a turnaround having an outside right-of-way radius of not less than 40 feet.

(10) Private streets which are dedicated to a Homeowners Association or other such entity and not dedicated to the public, must still meet Florida Department of Transportation Manual of Uniform Minimum Standards for Designs, Construction and Maintenance for Streets and Highways OR the City of Williston's Blue Book Standards, whichever is stricter.

~~(10) Private streets and reserve strip. There shall be no private streets platted in any subdivision. Every lot shall be served by a public dedicated street. There shall be no reserved strips controlling access to any streets, except where the control of such strips is definitely and permanently placed with the public under conditions approved by the city council.~~

(11) *Street names.*

a. Proposed streets which are in alignment with other streets, either existing or proposed, shall bear the same names as such existing or proposed street.

b. In no case shall the name of proposed streets duplicate existing street names, or bear names which may be confused with existing streets.

(Ord. No. 434, § 5.24, 5-7-2002)

LEGAL REVIEW: Completed

FISCAL IMPACTS: None

RECOMMENDED ACTION:

ATTACHMENTS: Ordinance 2023-713

ACTION:

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

ORDINANCE NO. 2023-713

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE CITY OF WILLISTON LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT INCREASED HOUSING NEEDS; RELATED TO AN AMENDMENT OF THE TEXT OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR AMENDING CHAPTER 56, SEC. 56-24, CUL-DE-SACS, ALLOWING FOR 1000 FEET IN LENGTH, DESCRIBED HEREIN; AND ALLOWING FOR PRIVATE STREETS WITHIN DEVELOPMENTS; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION IN THE CITY CODE OF ORDINANCES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Williston, Florida, hereinafter referred to as the City Council, to prepare, adopt and enforce land development regulations;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the City Council to prepare and adopt regulations concerning the use of land and water to implement a comprehensive plan;

WHEREAS, the City Council of the City of Williston, Florida, did on May 7, 2002, validly approve and adopt the City of Williston Land Development Regulations; and

WHEREAS, the Planning and Zoning Commission of the City of Williston, designated as the Local Planning Agency, did hold the required public hearing, with public notice having been provided, on said applications for amendments, as described below;

WHEREAS, the Planning and Zoning Commission of the City of Williston reviewed and considered all comments received during said public hearings as described below and recommended approval of the above referenced text amendment to the City Council;

WHEREAS, the City Council did hold the required public hearings, under the provisions of the amendment procedures established in Chapters 163 and 166, Florida Statutes, on said applications for amendments, as described below, and at said public hearing, the City Council reviewed and considered all comments received during the public hearing, including the recommendation of the Planning and Zoning Commission, serving also as the Local Planning Agency.

WHEREAS, the City Council has determined and found said amendments, as described below, to be consistent with the Future Land Use Element objectives and policies, and those of other affected elements of the City's Comprehensive Plan.

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

Section 1. City Council to amend the text of the Land Development Regulations, Chapter 56-Subdivision regulations, Section Sec. 56-24. – Requirements and minimum standards is hereby amended to read, as follows:

Sec. 56-24. - Requirements and minimum standards.

The specifications and requirements set forth in this section shall be met in all subdivisions, and are conditions precedent to approval of any final plat.

(1) Streets and alleys.

- a. Relation to existing street system. The proposed streets in any subdivision shall, insofar as may be practical, conform to the alignment of existing streets, so as to extend or project the adjacent, or similarly aligned existing streets in the general area. All alleys shall be a minimum of 25 feet wide.
- b. Street right-of-way widths. The minimum width of rights-of-way, measured between lot lines, shall be as follows:
 1. Arterial streets and highways: One hundred feet. Arterial streets and highways are those used or designed to be used primarily for fast or heavy traffic.
 2. Collector streets: Sixty-five feet. Collector streets are those which carry traffic from residential streets to arterial or other collector streets; and principal feeder streets in, to or through areas or neighborhoods.
 3. Local streets: Fifty feet. Local streets are those which are used or intended to be used primarily for access to the abutting properties and designed for local traffic use.
 4. Ingress/egress easements must be at least 25 feet wide.

(2) Restriction of access. When a proposed residential subdivision abuts an arterial street or highway, the city council shall require lots fronting on such arterial street or highway to be provided with access to a marginal access street.

(3) Street grades. Grades on arterial streets shall not exceed six percent or be less than two-tenths percent.

(4) Horizontal curves. Horizontal curves shall be designed in accordance with the Florida Department of Transportation Manual of Uniform Minimum Standards for Designs, Construction and Maintenance for Streets and Highways, as amended.

(5) Vertical curves. Vertical curves shall be designed in accordance with the Florida

Department of Transportation Manual of Uniform Minimum Standards for Designs, Construction and Maintenance for Streets and Highways, as amended.

- (6) Intersections. Street intersections shall be as nearly at right angles as is practicable; no intersection shall be at any angle of less than 60 degrees. Curbs of streets at 90-degree intersections shall be connected by a curb with a horizontal radius of not less than 20 feet.
- (7) Tangents on reverse curves. Tangents on reverse curves shall be designed in accordance with the Florida Department of Transportation Manual of Uniform Minimum Standards for Designs, Construction and Maintenance for Streets and Highways, as amended.
- (8) Street jogs. Street jogs, or "offsets" in horizontal alignment of streets at cross intersections, shall not be made within less than 125 feet between centers.
- (9) Dead end streets (cul-de-sac). Minor streets or courts designed to have one end permanently closed shall not be ~~be more~~ less than ~~500~~ 1000 feet in length. Such streets shall be provided at the closed end with a turnaround having an outside right-of-way radius of not less than 40 feet.
- (10) Private streets which are dedicated to a Homeowners Association or other such entity and not dedicated to the public, must still meet Florida Department of Transportation Manual of Uniform Minimum Standards for Designs, Construction and Maintenance for Streets and Highways OR the City of Williston's Blue Book Standards, whichever is stricter.
- ~~(11) Private streets and reserve strip. There shall be no private streets platted in any subdivision. Every lot shall be served by a public dedicated street. There shall be no reserved strips controlling access to any streets, except where the control of such strips is definitely and permanently placed with the public under conditions approved by the city council.~~
- (10) Street names.
 - a. Proposed streets which are in alignment with other streets, either existing or proposed, shall bear the same names as such existing or proposed street.
 - b. In no case shall the name of proposed streets duplicate existing street names, or bear names which may be confused with existing streets.

(Ord. No. 434, § 5.24, 5-7-2002)

Section 2. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 3. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

Section 4. Effective Date. This Ordinance shall become effective immediately Passed on second 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 final reading this ____ day of ____, 2023.

ATTEST:

CITY OF WILLISTON

LATRICIA WRIGHT
CITY CLERK

DEBRA JONES
PRESIDENT, CITY COUNCIL

CHARLES GOODMAN
MAYOR

KIERSTEN BALLOU
CITY ATTORNEY

COUNCIL AGENDA ITEM

TOPIC: ORDINANCE NUMBER 2023-714

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; MAKING CERTAIN FINDINGS AND DETERMINATIONS; AMENDING SECTION 40-184 OF THE CODE OF ORDINANCES, CITY OF WILLISTON, FLORIDA; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

PREPARED BY: Donald Barber, Public Works Supervisor

BACKGROUND / DESCRIPTION: Ordinance 2023-714 allows the City of Williston Gas department to be at the break even point after the transfer to the general fund. This current fiscal year the Gas department will be roughly 200k under funded after the general fund transfer. This allows the fund to operate without a loss. It also creates a section allowing for the CPI adjustment to compact inflation and future rate hikes.

LEGAL REVIEW: YES

FISCAL IMPACTS: Yes

RECOMMENDED ACTION: Staff recommends approval of the Ordinance.

ATTACHMENTS: Ordinance 2023-7014 & supporting documents

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

ORDINANCE NUMBER 2023-714

**AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA;
MAKING CERTAIN FINDINGS AND DETERMINATIONS;
AMENDING SECTION 40-184 OF THE CODE OF ORDINANCES,
CITY OF WILLISTON, FLORIDA; REPEALING ALL
ORDINANCES IN CONFLICT; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, section 40-184 of the Code of Ordinances, City of Williston, Florida (the "Williston Code") currently provides for or otherwise sets forth certain of the gas rates and charges for the City's provision of retail gas service within its natural gas service territory, as approved by the city council of the City of Williston;

WHEREAS, the City Council hereby finds and determines that it is appropriate at this time to provide for stepped increases in the base retail rate set forth in section 40-184 over the next fiscal year to continue to provide for the revenue requirements of the City and the appropriate funding for reliable operation of the City's gas utility;

WHEREAS, this ordinance provides the authority for the City Manager to adopt and promulgate additional standards and specifications for the gas utility consistent with the Williston Code, including future changes, additions, and deletions, which must be kept on file at City Hall and subject to inspection and available for copying by any customer or other person;

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

WHEREAS, the City Council hereby finds and determines that the adoption of this ordinance is necessary and appropriate for the procurement of future equipment and materials for the City's gas utility operations, and for ensuring the continued low cost of those gas utility operations, which are vital to promoting, enabling, and facilitating the City's provision of economic competitiveness for its residents, businesses, and visitors.

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

**City of Williston
Rate and Fee Schedule**

Rate Schedule. The service of the system shall be fully metered, and every user of the services of the natural gas system shall pay a monthly rate as follows:

Residential Customers, Inside City

Customer Charge	\$15.00 per month
Distribution Charge	\$1.5360 per CCF
Purchase Gas Cost	Determined
monthly by City	

Residential Customers, Outside City

Customer Charge	\$16.50 per month
Distribution Charge	\$1.6890 per CCF
Purchase Gas Cost	Determined
monthly by City	

Commercial Customers, Inside City

Customer Charge	\$100.00 per month
Distribution Charge	\$1.0190 per CCF
Purchase Gas Cost	Determined
monthly by City	

Commercial Customers, Outside City

Customer Charge	\$110.00 per month
Distribution Charge	\$1.1210 per CCF
Purchase Gas Cost	Determined
monthly by City	

Industrial Customers, Outside City

Customer Charge	\$1,000.00 per month
Distribution Charge	\$0.6500 per CCF
Purchase Gas Cost	Determined
monthly by City	

Large Volume Industrial Customers (over 1,000 Mcf/day)	
Customer Charge	Negotiated, if applicable
Distribution Charge	Negotiated, if applicable
Purchase Gas Cost	Negotiated

Fee Schedule. The following fees shall apply:

Deposits:

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

Service Lines:

Residential (over 75 feet)	\$5.00 per foot
Non-Residential (over 150 feet)	\$10.00 per foot

Unauthorized Connections: \$250

Meter Bypass Servicing: \$100

Stop Lock Repairs: \$75

Excess Flow Valve Tag Repairs: \$200

Meter Tampering: \$500

Meter Testing Charge: \$75

Meter Turn-on Charge (meter is off)*:

Residential	\$50
Non-Residential	\$100

Account Opening Charge (meter is on)*:

Residential	\$25
Non-Residential	\$50

Failed Trip Charge (customer does not keep appointment):

Residential	\$25
Non-Residential	\$50

Late Payment Charge:

Residential	> 5% of bill amount or \$10
Non-Residential	> 5% of bill amount or \$25

*** If performed after normal business hours, the charge is 1.5 times the standard charge.**

Adjustment to Rates. Natural Gas Rates may be automatically adjusted in October of each year based on the Consumer Price Index (CPI), as determined by utilizing the July 1 through June 30 annual data.

PASSED this ____ day of May, 2023, on the first reading by a vote of _____.

PASSED AND ADOPTED this ____ day of _____, 2023, on second reading
by a vote of _____.

Attest:

CITY COUNCIL OF THE
CITY OF WILLISTON, FLORIDA

Latricia Wright
City Clerk

Debra Jones
President, City Council

Approved as to legal form and content:

Kiersten Ballou
City Attorney

Charles Goodman, Mayor

CITY COUNCIL STAFF REPORT

Text Amendment

Ordinance 708

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE CITY OF WILLISTON LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT INCREASED HOUSING NEEDS; RELATED TO AN AMENDMENT OF THE TEXT OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR AMENDING CHAPTER 60-256, MINIMUM LOT REQUIREMENTS AND MINIMUM YARD REQUIREMENTS, ALLOWING FOR DUPLEXES AND TOWNHOMES, DESCRIBED HEREIN; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS, AND PROVIDING AN EFFECTIVE DATE.

SUMMARY

The proposed text amendment is a staff initiated update to the City of Williston's Code of Ordinances. Staff initiates these updates when trends begin to change and it becomes apparent that the City's current Code is no longer adequate. This Ordinance specifically changes the lot sizes and yard requirements for duplexes and townhomes. These changes will only apply to the Residential Multi-Family and Residential Duplex Zoning where duplexes and townhomes are already allowed.

There are multiple duplex and townhome developments in the planning stages within the City. Residents have inquired about the possibility of owning these types of homes. As the Code stands now, these types of homes could only be owned by one entity and rented to residents as the properties could not be platted and therefore could not be separate parcels. Updating the Code with this Ordinance, will allow for privately owned units.

LEGAL REVIEW: Completed

FISCAL IMPACTS: None

RECOMMENDED ACTION: Planning and zoning Board Recommends approval of Ordinance 708 to City Council.

ATTACHMENTS: Duplex and Townhome Schematic

Ordinance 708

ACTION: _____ APPROVED _____ DISAPPROVED

Duplex Now



One Owner / One Parcel
13,590 SF Lot & 100 LF Lot Width

Duplex with Code Change



Two Owners Possible / Two Parcels
Similar "Lot Size" But Split Into 2 Parcels.
6,800 SF Each Parcel = 13,600 SF (10 FT bigger than one parcel)
50 LF Minimum Lot Width = 100 LF

Townhome Now



One Owner / One Parcel
Minimum Site Area = 3,630 SF
Septic and Wells Allowed

Townhomes with Code Change



Multiple Owners / Multiple Parcels
Minimum Site Area = 1,800 SF per dwelling
Septic and Wells NOT Allowed

ORDINANCE NO. 708

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE CITY OF WILLISTON LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT INCREASED HOUSING NEEDS; RELATED TO AN AMENDMENT OF THE TEXT OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR AMENDING CHAPTER 60-256, MINIMUM LOT REQUIREMENTS AND MINIMUM YARD REQUIREMENTS, ALLOWING FOR DUPLEXES AND TOWNHOMES, DESCRIBED HEREIN; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Williston, Florida, hereinafter referred to as the City Council, to prepare, adopt and enforce land development regulations;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the City Council to prepare and adopt regulations concerning the use of land and water to implement a comprehensive plan;

WHEREAS, the City Council of the City of Williston, Florida, did on May 7, 2002, validly approve and adopt the City of Williston Land Development Regulations; and

WHEREAS, the Planning and Zoning Commission of the City of Williston, designated as the Local Planning Agency, did hold the required public hearing, with public notice having been provided, on said applications for amendments, as described below;

WHEREAS, the Planning and Zoning Commission of the City of Williston reviewed and considered all comments received during said public hearings as described below and recommended approval of the above referenced text amendment to the City Council;

WHEREAS, the City Council did hold the required public hearings, under the provisions of the amendment procedures established in Chapters 163 and 166, Florida Statutes, on said applications for amendments, as described below, and at said public hearing, the City Council reviewed and considered all comments received during the public hearing, including the recommendation of the Planning and Zoning Commission, serving also as the Local Planning Agency.

WHEREAS, the City Council has determined and found said amendments, as described below, to be consistent with the Future Land Use Element objectives and policies, and those of other affected elements of the City's Comprehensive Plan.

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

Section 1. City Council to amend the text of the Land Development Regulations, Section 60-256. – Minimum lot requirements is hereby amended to read, as follows:

Section 60-256. – Minimum lot requirements.

Minimum lot requirements for area and width in the RMF districts shall be as follows:

(1) Single-family dwellings or mobile homes:

- a. Minimum lot area: 8,712 square feet (with city water and city sewer).
- b. Minimum lot area: 11,000 square feet (with city water and septic tank).
- c. Minimum lot area: 22,000 square feet (with individual well and septic tank).
- d. Minimum lot width: 66 feet.

(2) Duplexes :

- a. Minimum lot area: 6,800 square feet per dwelling unit (with city water and city sewer).
- b. Minimum lot area: 10,890 square feet per dwelling unit (with city water and onsite sewer treatment and disposal system).
- c. Minimum lot area: 21,780 square feet per dwelling unit (with individual well and onsite sewer treatment and disposal system).
- d. Minimum lot width: 100 feet (50 feet for each dwelling unit if platted).

(3) Multiple-family development (townhomes):

- a. Minimum lot area: 750 square feet per lot (with city water and city sewer).

(4) Other permitted uses and structures: None, except as needed to meet all other requirements herein set out.

Sec. 60-257. - Minimum yard requirements.

Minimum yard and requirements for the depth of the front and rear yard, and the width of the side yard in the RMF districts shall be as follows:

(1) Single-family dwellings:

- a. Front: 25 feet.
- b. Side: 7 feet for each side yard.
- c. Rear: 20 feet.

(2) Duplexes

- a. Front: 25 feet.
- b. Side: 7 feet for each side yard.
- c. Rear: 20 feet.

(3) Multiple-family dwellings and connected structures (to be applied to perimeter of entire subdivision):

- a. Front: 25 feet.
- b. Side: 20 feet.
- c. Rear: 20 feet.

Additional requirement: Where units are grouped into separate detached structures, no such structure shall be closer than 15 feet to another such structure.

(4) Public and private schools, adult and child care centers, churches, other houses of worship, private clubs and lodges, nursing homes, residential homes for the aged, group living facilities, and all other permitted uses unless otherwise specified:

- a. Front: 35 feet.
- b. Side: 15 feet for each side yard.
- c. Rear: 20 feet.

(Ord. No. 434, § 4.7.7, 5-7-2002)

Sec. 60-258. - Maximum height of structures: no portion shall exceed.

The maximum height of structures in the RMF districts shall be 35 feet. See article II of this chapter for exceptions from height limitations.

(Ord. No. 434, § 4.7.8, 5-7-2002)

Sec. 60-259. - Maximum floor area ratio.

The maximum floor area ratio by all buildings in the RMF districts shall be as follows:

- (1) Single-family dwellings, including their accessory buildings: 35 percent.
- (2) Duplexes, including their accessory buildings: 45 percent.
- (3) Multiple-family developments, including their accessory buildings: 55 percent (or 100 percent if zero-lot line development).

(Ord. No. 434, § 4.7.9, 5-7-2002; Ord. No. 583, § 1(att. A, § 8), 4-22-2008)

Sec. 60-260. - Maximum lot coverage by all impervious surfaces.

The maximum lot coverage by all impervious surfaces in the RMF districts shall be as follows averaged over the entire project area:

- (1) Single-family dwelling unit: 35 percent.
- (2) Duplex: 50 percent.
- (3) Multifamily: 50 percent.

(Ord. No. 434, § 4.7.10, 5-7-2002; Ord. No. 583, § 1(Att. A, § 8), 4-22-2008)

Section 60-261. – Developer’s agreement as alternative to other requirements.

(a). This Section 20-261 establishes a procedure for establishing alternative requirements to those set forth in sections 60-256 through sections 60-260.

(b). A developer may enter into a developer’s agreement with city, which agreement shall be considered along with any site plan, plat or similar approval by city council. Any developer’s agreement shall be acceptable to city and developer in their sole discretion.

(c). To be eligible to enter into a developer’s agreement under this section, the development must consist of at least two (2) units attached on one side by a common wall that separates the units or separates units from yards, and may include detached single-family units that are accessory to the number of attached units. All detached single-family units must be compatible with the size, scale and design of the attached units, and must be developed under unified control.

(d). The developer’s agreement may establish different requirements from those set forth in sections 60-256 through 60-260, together with such other provisions as agreed to be developer and city. The development shall comply with any provisions in Sections 60-256 through 60-260 that are not modified by the developer’s agreement.

(e). If approved, such developer’s agreement shall prevail over conflicting provisions set forth in sections 60-256 and 60-260.

(f). The developer’s agreement shall run with title to the project, and shall be binding upon the developer until it no longer owns any units, and upon all successors in title to developer.

Section 2. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 3. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

Section 4. Inclusion in the Code. 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 Land Development Code of the City of Williston, Florida; that the sections of this Ordinance may be renumbered or re-lettered and that the word "ordinance" may be changed to "section", "article" or other appropriate designation to accomplish such intention.

Section 5. Effective Date. This Ordinance shall become effective 30 days after the passing on second reading or upon the Mayor signing his consent below after the passing on second reading (whichever comes first), 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 final reading this ____ day of ____, 2023.

ATTEST:

CITY OF WILLISTON

LATRICIA WRIGHT
CITY CLERK

DEBRA JONES
PRESIDENT, CITY COUNCIL

30-DAY VETO WAIVER:

CHARLES GOODMAN
MAYOR

APPROVED AS TO FORM AND LEGALITY:

KIERSTEN BALLOU, ESQ.
CITY ATTORNEY

Date: June 6, 2023

CITY COUNCIL AGENDA ITEM

TOPIC: Resolution 2023-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE COMMUNITY PLANNING TECHNICAL ASSISTANCE (CPTA) GRANT PROGRAM THROUGH THE DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO).

BACKGROUND / DESCRIPTION:

The Florida Department of Economic Opportunity (DEO) anticipates that the Florida Legislature will appropriate funding for the Community Planning Technical Assistance (CPTA) Grant Program for State Fiscal Year (SFY) 2023-2024. CPTA grants provide counties, municipalities and regional planning councils the opportunity to create innovative plans and development strategies to promote a diverse economy, vibrant rural and suburban areas and meet statutory requirements for planning, while also protecting environmentally sensitive areas. Understanding that many Florida communities have been impacted by hurricanes, CPTA grants may also be used to assist with disaster recovery, resiliency and economic development planning.

LEGAL REVIEW: NA

FISCAL IMPACTS: \$75,000 grant request with 0% match from the City.

RECOMMENDED ACTION: Approve Resolution 2023-36

ATTACHMENTS: Resolution 2023-36

ACTION:

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

RESOLUTION NO. 2023-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE COMMUNITY PLANNING TECHNICAL ASSISTANCE (CPTA) GRANT PROGRAM THROUGH THE DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO).

WHEREAS, the City of Williston desires to submit an application the Community Planning Technical Assistance (CPTA) Grant Program through the Department of Economic Opportunity (DEO) for an economic resilience strategy that assesses community needs regarding downtown development, workforce development, land use, housing, transportation, environment, and public facilities.

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

1. That the City of Williston hereby authorizes the filing of an application for a Community Planning Technical Assistance (CPTA) Grant Program, and
2. That the Council President of the City of Williston is hereby authorized to execute all documents required in connection with the filing of said application to be submitted on June 16, 2023.

DULY PASSED AND ADOPTED at a meeting of the City Council this 6th day of June 2023.

CITY OF WILLISTON

Debra Jones, Council President

ATTESTED:

Latricia Wright, City Clerk
City of Williston

APPROVE AS TO FORM AND LEGALITY:

Kiersten Ballou, Attorney

June 6th, 2023

CITY COUNCIL AGENDA ITEM

RESOLUTION 2023-37: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON WELL NUMBER FOUR AUTOMATIC TRANSFER SWITCH REPAIR; AND PROVIDING AN EFFECTIVE DATE.

TOPIC: Resolution 2023-37 / Repair for Mixon Well / Automatic Transfer Switch

REQUESTED BY: Donald Barber, Public Works Supervisor

BACKGROUND / DESCRIPTION:

The City of Williston has four operating Water wells. The Mixon Well is identified as Well #4. Mixon well has been recently repaired by acquiring a new transformer. With the supplement of ARPA funding, staff recommends we fix the automatic transfer switch that continues operation during an emergency power outage. Staff is asking for ARPA funds not to exceed 20K after three quotes are obtained.

LEGAL REVIEW: None

FISCAL IMPACTS: YES / ARPA funding

RECOMMENDED ACTION: Staff recommends Approval

ATTACHMENTS: Resolution 2023-37

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION 2023-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON WELL NUMBER FOUR AUTOMATIC TRANSFER SWITCH REPAIR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, well number four has recently had a lightning strike; and

WHEREAS the City has determined that it is necessary to facilitate a repair to restore total functionality of the Mixon Well, Well number four; and

WHEREAS city staff has asked for ARPA funds to bring back emergency capabilities, repairs not exceed twenty-thousand dollars; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Williston, Florida, that:

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

SECTION 2. The City Council hereby authorizes the funds for repair utilizing ARPA funding.

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

PASSED AND ADOPTED on _____, 2023.

CITY OF WILLISTON, FLORIDA

ATTEST:

Debra Jones, Council President

Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Kiersten, Ballou, Attorney

June 6th, 2023

CITY COUNCIL AGENDA ITEM

RESOLUTION 2023-38: A RESOLUTION OF THE CITY COUNCIL OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON COUNTY LANE ESTATES GAS DEVELOPMENT PROJECT TO FINISH WITH ADDITIONAL FUNDING; AND PROVIDING AN EFFECTIVE DATE.

TOPIC: Resolution 2023-38 / CLE Boring & Missile retrieval

REQUESTED BY: Donald Barber, Public Works Supervisor

BACKGROUND / DESCRIPTION:

The City of Williston is in the final stages of its gas development for the Country Lanes Estates development. In the course of the work on NW 7th street, the missile was lost. Without the missile, the project cannot be completed. Before a replacement is acquired, staff is recommending an outside boring company to finish the last four connections needed to complete the job. At a later time, staff will retrieve the malfunctioning missile and replacement or repair pavement.

LEGAL REVIEW: None

FISCAL IMPACTS: YES / CIP funds, cost not to exceed \$40,000.

RECOMMENDED ACTION: Staff recommends Approval

ATTACHMENTS: Resolution 2023-33

ACTION:

_____ APPROVED

_____ DISAPPROVED

RESOLUTION 2023-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON COUNTY LANE ESTATES GAS DEVELOPMENT PROJECT TO FINISH WITH ADDITIONAL FUNDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Country Lane Estates Gas development project is nearing completion; and

WHEREAS the City has determined that it is necessary to facilitate outside boring and pavement repair; and

WHEREAS city staff has asked for Capitol Improvement funds to finish the CLE Gas development project, not exceed forty-thousand dollars; 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 authorizes the funds for repair utilizing CIP funding.

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

PASSED AND ADOPTED at a meeting of the City Council this 6th day of June 2023.

CITY OF WILLISTON, FLORIDA

ATTEST:

Debra Jones, Council President

Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Kiersten Ballou, Attorney

CITY COUNCIL AGENDA ITEM

TOPIC: Resolution 2023-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING A SPECIAL EXCEPTION (SE2023-02) FOR ALLOWING AN ADULT CARE CENTER AT PARCEL ID 0506600300.

BACKGROUND / DESCRIPTION:

Applicant:

Special Exception SE 2023-02 an application received from Mr. Doug Hammond, property owner, requesting a Special Exception to allow an Adult Care Center in a Residential Mobile Home (RM-1-A) District.

Subject Property:

Property Address: 515 SE 1st Ave, Williston, FL 32696

06-13-19 0000.54 ACRE TRACT 117x200 FT IN NE1/4 OF NE1/4 OR BOOK 1607
PAGES 630

Parcel ID 0506600300

Future Land Use designation: Residential

Zoning: Residential Mobile Home

Current use(s): Vacant

Prior use: Adult Care Center

Adjacent zoning and land uses:

North: Residential Single Family (R-1-A)

South: Residential Mobile Home (RM-1-A)

East: Residential Mobile Home (RM-1-A)

West: Residential Mobile Home (RM-1-A)

II. BACKGROUND AND ANALYSIS

Introduction and Background:

Mr. Doug Hammond. is the owner of the subject property located at Parcel # 0506600300 , 515 SE 1 Ave, Williston, FL 32696

The Applicant is requesting the opportunity to open an Adult Care Center.

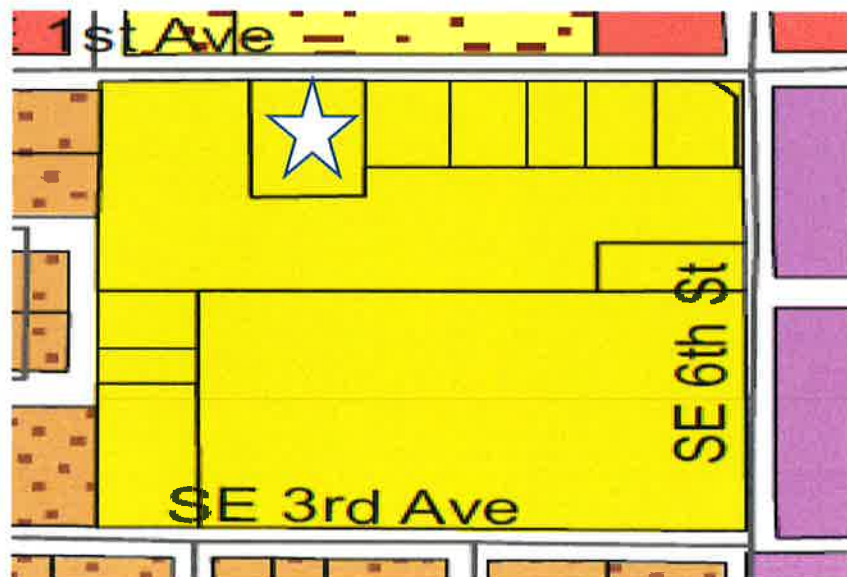
Analysis:

The subject property is located 515 SE 1 Ave and was part of an Adult Care Center, Good Samaritan located in the Residential Future Land Use Map (FLUM) category, and Residential Mobile Home zoning district.

The applicant indicates his desire to be part of the community and operate a good establishment, opening it again as an Adult Care Center .

The proposed establishment is an allowed use with a special exception in the Residential Mobile Home district as follows:

Sec. 60-255 – Special Exceptions (13)



The following are special exceptions in the RMF districts:

- (1) Public or private schools offering curricula comparable to that of public schools.
- (2) Churches and other houses of worship.
- (3) Golf courses, country clubs, and racquet and tennis clubs.

- (4) Cemeteries and mausoleums.
- (5) Private clubs and lodges.
- (6) Parks maintained by any private association of persons residing in the district.
- (7) Public buildings and facilities in keeping with the character and requirements of the district, except those otherwise specified (see article II of this chapter).
- (8) Home occupations (see article II of this chapter).
- (9) Childcare centers, provided:
 - a) No outdoor play activities shall be conducted before 8:00 a.m. or after 8:00p.m.
 - b) Provision is made for areas for off-street pickup and drop-off of children.
- (10) Group living facilities.
- (11) Nursing homes and residential homes for the aged.
- (12) Conference centers.

(13) Adult care center.

See also [chapter 46](#), articles IV and VII.

(Ord. No. 434, § 4.7.5, 5-7-2002)

According to the City of Williston's Land Development Regulations, the City Council may approve, approve with special conditions and safeguards, or deny a special exception, depending upon whether or not it finds that a project promotes public health, safety, moral, order, comfort, convenience, appearance or prosperity for the general welfare of the residents of the City of Williston. Such a determination may be dependent upon special conditions of approval and findings that satisfactory provision and arrangement has been made concerning the following matters, where applicable:

- Ingress and egress to property and proposed structures thereon, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
- Off-street parking and loading areas, where required, with particular attention to the items in (a) above and the economic, noise, glare, or odor effect of the special exception on adjoining properties and properties generally in the district.

- Refuse and service areas, with particular reference to items (a) and (b) above.
- Utilities, with reference to locations, availability, and compatibility.
- Screening and buffering with reference to type, dimensions, and character.
- Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with properties in the district.
- Required yards and other open space.
- Considerations relating to general compatibility with adjacent properties and other property in the district including but not limited to:
 - Conformity with the comprehensive plan and the effects upon the comprehensive plan
 - Existing land use patterns
 - The impact of the proposed use upon the load on public facilities such as schools, utilities, and streets.
 - Changed or changing conditions which find the proposed use to be advantageous to the community and the neighborhood.
 - The impact of the proposed use upon living conditions in the neighborhood.
 - The impact of the proposed use upon traffic congestion or other public safety matters.
 - The impact of the proposed use on drainage.
 - The impact of the proposed use upon property values in the adjacent area.
 - The impact of the property use upon light and air to adjacent areas.
 - The impact of the proposed use upon the improvement or development of adjacent property in accordance with existing regulations.
 - The impact of the proposed use with regard to the scale and needs of the neighborhood or the community.

III. RECOMMENDATION:

Staff recommends approval of the special exception for an Adult Care Center on the following:

- Zoning and land use is appropriate for this special exception.

June 6, 2023

LEGAL REVIEW: NA

FISCAL IMPACTS: None

RECOMMENDED ACTION: Approve Resolution 2023-39

ATTACHMENTS: Application

Resolution 2023-39

ACTION:

_____ APPROVED _____ DISAPPROVED



Community Development Department

50 NW Main Street

Williston, FL 32696

Phone: (352) 528-3060 Fax: (352) 528-0390

Email: City.Planner@Willistonfl.org

Website: www.willistonfl.org

SPECIAL EXCEPTION REQUEST (\$720 - Commercial \$360 - Residential)

1. Name of Petitioner(s) : Douglas Hammond

Address of Petitioner(s) : 21151 SE 42 St.

City Morrison State FL Zip 32668 Phone # 954 214 9604

Email Address hammondhouses69@gmail.com

2. Parcel Number (from tax roll) : _____

Size of property: 0.540

Legal Description: (Please attach)

3. Description of Request:

Zone for Assisted Living Facility. Adult care
Facility. _____

4. A special exception shall not be granted by the Planning and Zoning Commission unless and until:

- a. A written application for a special exception is submitted indicating the section of this article under which the special exception is sought and stating the grounds on which it is requested. The application shall include a site plan or sketch of the subject property drawn to scale. Refer to the City of Williston Land Development Code for specific criteria for the proposed Special Exception.
- b. Notice of public hearing (provided by staff) on the special exception shall be given in the manner prescribed in the City's Land Development Code and any party may appear in person or by agent or attorney;

- c. The Planning & Zoning Commission shall make findings that it is empowered under the section of this article described in the application to grant the special exception and that the granting of the special exception, with any appropriate conditions and safeguards that the board may deem necessary, will not adversely affect the public interest;
- d. In granting any special exception, the Planning & Zoning Commission may prescribe appropriate conditions and safeguards in conformity with this article. Violation of such conditions and safeguards, when made a part of the terms under which the special exception is granted, shall be deemed a violation of this article. In making a grant of a special exception, the Planning & Zoning Commission shall prescribe a time limit within which the action for which the special exception is granted shall be begun or completed, or both. Failure to begin or complete, or both, such action within the time limit shall void the special exception.

By signing below, the property owner acknowledges that the information provided to the City on this application is true and correct to the best of their knowledge, that they have read this form in its entirety and that the applicant listed above is authorized to submit any and all information required by the City for the purposes of this application for a Special Exception.

Signature of Property Owner: Douglas H. Hester 4/11/2023

ATTACHMENTS:

- ☒ Site Plan (to scale)
- ☒ Legal Description
- ☐ Letter authorizing Agent to act on behalf of property owner (if required)
- ☐ Letter explaining that all requirements of the Special Exception have been met in accordance with the City's Land Development Code.



Levy County, FL

Summary

Parcel ID	0506600300
Location Address	515 SE 1 AVE WILLISTON
Neighborhood	Old Williston South Residential (101)
Legal Description*	06-13-19 0000.54 ACRE TRACT 117 X 200 FT IN NE1/4 OF NE1/4 OR BOOK 1607 PAGES 630 <i>*The legal description shown here may be condensed, a full legal description should be obtained from a recorded deed for legal purposes.</i>
Property Use Code	SINGLE FAMILY R (0100)
Subdivision	N/A
Sec/Twp/Rng	06-13-19
Tax District	WILLISTON (District WI)
Millage Rate	21.451
Acreage	0.540
Homestead	N
Ag Classification	No

[View Map](#)

Owner

Owner Name	Hammond Douglas 100%
Mailing Address	4830 SW 193RD LN SOUTHWEST RANCHES, FL 33332

Homestead Exemption

Valuation

	2023 Preliminary Value Summary
Building Value	\$63,305
Extra Features Value	\$1,172
Market Land Value	\$20,000
Ag Land Value	\$20,000
Just (Market) Value	\$84,477
Assessed Value	\$84,477
Exempt Value	\$0
Taxable Value	\$84,477
Cap Differential	\$0
Previous Year Value	\$84,477

Exemptions

Homestead ⇅ 2nd Homestead ⇅ Widow/er ⇅ Disability ⇅ Seniors ⇅ Veterans ⇅ Other ⇅

Building Information

Building 1
Actual Area 3916
Conditioned Area 3713
Actual Year Built 1963
Use SINGLE FAMILY 1
Exterior Wall CB STUCCO
Roof Structure GABLE OR HIP

Roof Cover ASPHALT/COMP SHG
Interior Flooring CARPET
Interior Wall DRYWALL
Heating Type CONVECTION
Air Conditioning NONE
Baths

Description	Conditioned Area	Actual Area
BASE	3713	3713
FINISHED OPEN PORCH	0	203
Total SqFt	3713	3916

Extra Features

Code Description	BLD	Length	Width	Height	Units
CONCRETE 3	1	0	0	0	960
CURB 3	1	0	0	0	117
CHAIN FENCE 4	1	0	0	0	200

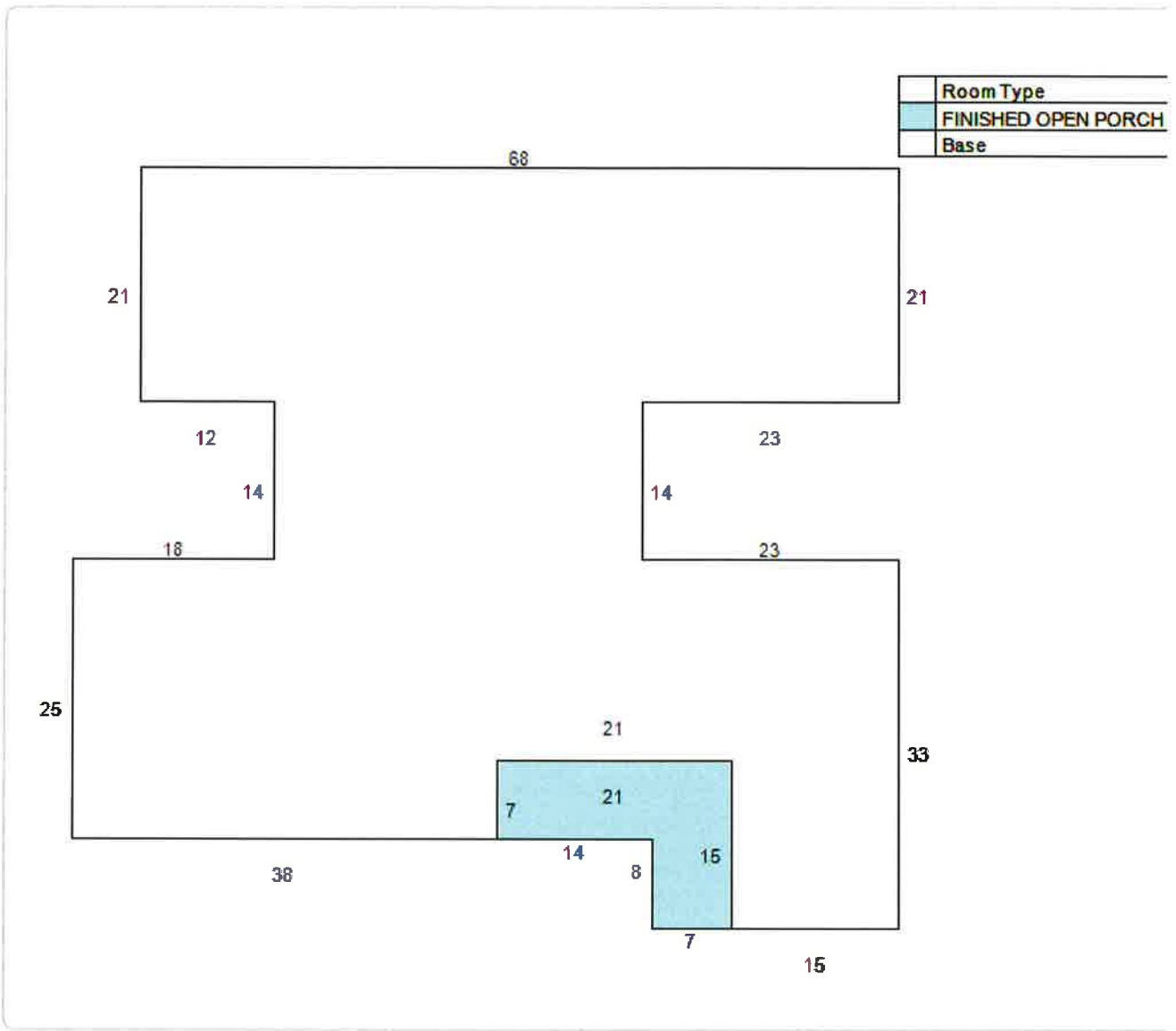
Land Line

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
HOME FOR AGED	0	0	1	LT	\$20,000

Sales

Sale Date	Sale Price	Instrument		Qualification	Vacant/Improved	Grantor	Grantee
		Type	Book Page				
8/4/2021	\$100.00	QD	1607 630	U	I	GAEA REALTY LLC	HAMMOND DOUGLAS
3/8/2019	\$100.00	QM	1486 183	U	I	ANDRADA SUNSHINE CORP	GAEA REALTY LLC
3/8/2019	\$100.00	QM	1486 181	U	I	ANDRADA EDITHA	GAEA REALTY LLC
4/16/2015	\$100.00	QD	1354 60	U	I	ANDRADA GREGORIO & EDITHA	ANDRADA EDITHA
7/8/2011	\$100.00	QM	1236 852	U	I	ANDRADA SUNSHINE CORP	GAEA REALTY LLC
6/1/2005	\$1,310,000.00	WM	951 82	U	I	GOOD SAMARITAN RETIREMENT HM	ANDRADA SUNSHINE CORP

Building Sketch



No data available for the following modules: Photos.

Levy County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.

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Schneider
 GEOSPATIAL

Version 3.1.1

CITY COUNCIL RESOLUTION 2023-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING A SPECIAL EXCEPTION (SE2023-02) FOR ALLOWING AN ADULT CARE CENTER AT PARCEL ID 0506600300.

WHEREAS, a proposed Special Exception for an Adult Care Center at 515 SE 1st Avenue in Williston, Florida (Parcel# 0506600300) has been filed with the City: AND

WHEREAS the City of Williston Planning and Zoning Commission approved the application SE2023-02 on May 30, 2023.

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

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

Section 2. The City Council hereby approves the Special Exception for an Adult Care Center at 515 SE 1st Avenue in Williston, Florida (Parcel# 0506600300).

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

PASSED AND ADOPTED at a meeting of the City Council of the City of Williston this 6th day of June, 2023.

CITY OF WILLISTON, FLORIDA

Debra Jones, President
Williston City Council

ATTEST: Latricia Wright
City Clerk

APPROVE AS TO FORM AND LEGALITY:

Kiersten Ballou, Attorney

Date: 6/04/2023

COUNCIL AGENDA ITEM

RESOLUTION 2023-40:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE STATE OF U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT PROGRAM GRANT REGARDING THE WILLISTON MUNICIPAL AIRPORT – DESIGN OF THE REALIGNMENT OF TAXIWAY G; 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 is a grant funded project that will have a direct impact on the ability to develop that area of the airport. Once completed, we will be able to start leasing areas for aviation development. Grant funded no cost to the city.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2023-40	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

COUNCIL ACTION:

☐ APPROVED

☐ DENIED

RESOLUTION NUMBER 2023-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE STATE OF U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT PROGRAM GRANT REGARDING THE WILLISTON MUNICIPAL AIRPORT – DESIGN OF THE REALIGNMENT OF TAXIWAY G; 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 a realignment of Taxiway G; and

WHEREAS, grant funding is available for the design of the realignment of Taxiway G; and

WHEREAS, the U.S. Department of Transportation Federal Aviation Administration has submitted to the City a Grant Agreement for this project (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 ____ day of June, 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



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	April 28, 2023
Airport/Planning Area	Williston Municipal Airport
FY2023 AIP Grant Number	3-12-0087-024-2023
Unique Entity Identifier	DUQCETBFHCN6
TO:	City of Williston
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated March 17, 2023, for a grant of Federal funds for a project at or associated with the Williston Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Williston Municipal Airport (herein called the "Project") consisting of the following:

Realign Taxiway G (Design Only)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United

States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$153,270.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 \$ 0 for planning;
 \$ 153,270 airport development or noise program implementation; and,
 \$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. **Period of Performance:**
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
 - b. **Budget Period:**
 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
 - c. **Close Out and Termination**
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred

under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before May 30, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All

settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project

for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or

- ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or

- ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated September 9, 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

28. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction

of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

29. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


Juan C. Brown (Apr 28, 2023 13:23 EDT)

(Signature)

Juan C. Brown

(Typed Name)

Acting Manager

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated April 28, 2023

City of Williston

(Name of Sponsor)

Debra F Jones

Debra F Jones (Apr 28, 2023 20:40 EDT)

(Signature of Sponsor's Authorized Official)

By: Debra F Jones

(Typed Name of Sponsor's Authorized Official)

Title: Council President

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Kiersten N. Ballou, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at May 30, 2023

Kiersten N. Ballou
By: Kiersten N. Ballou (May 30, 2023 14:39 EDT)
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It 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 Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, 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, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital 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 actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor 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;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The City of Williston, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
 - f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of March 17, 2023.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Date: June 6, 2023

COUNCIL AGENDA ITEM

TOPIC: RESOLUTION 2023-41: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE PURCHASE OF ONE 150 KVA MOUNT TRANSFORMER IN THE AMOUNT OF \$19,630.00; AND AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE ANY DOCUMENTS NECESSARY TO FACILITATE SAID PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: JASON LEE, LOGISTICS DEPARTMENT, PUBLIC WORKS SUPERVISOR DONALD BARBER AND ELECTRIC SUPERVISOR MICHAEL MILLER.

PREPARED BY: JASON LEE, LOGISTICS DEPARTMENT.

FISCAL IMPACTS: ARPA FUNDING

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED

CITY COUNCIL RESOLUTION 2023-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE PURCHASE OF ONE 150 KVA PAD MOUNT TRANSFORMER; AND AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE ANY DOCUMENTS NECESSARY TO FACILITATE SAID PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Williston is in need of a 150 KVA Transformer; and

WHEREAS, the Transformer is a critical component of the electrical system; and

WHEREAS, the City Council has determined it is in the City's best interest to purchase the 150 KVA Transformer and authorize the City Council President to execute any documents necessary to facilitate said purchase.

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 made a part of this resolution.

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

PASSED AND ADOPTED at a meeting of the City Council this 4th day of June 2023.

**BY THE CITY COUNCIL PRESIDENT OF
THE CITY OF WILLISTON, FLORIDA:**

Debra Jones, City Council President

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

Approved as to Form and Legality:

Latricia Wright, City Clerk

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



Date: June 6, 2023

COUNCIL AGENDA ITEM

TOPIC: DISCUSSION WITH POSSIBLE ACTION: REQUEST FOR PROPOSALS FOR ROOF REPLACEMENT AT WILLISTON AIRPORT.

REQUESTED BY: ATTORNEY KIERSTEN BALLOU
PREPARED BY: ATTORNEY KIERSTEN BALLOU

BACKGROUND / DESCRIPTION: REPLACEMENT OF ROOF AT WILLISTON AIRPORT.

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

 APPROVED

 DISAPPROVED

RFP XXXX Industrial Park Building Roof Replacement
Williston Airport/City of Williston
Submission Deadline **January 21, 2022 @ 4PM**

REQUEST FOR PROPOSALS
Roof Replacement
1860 SW 18th Ave, Williston, FL 32696
Williston Airport - City of Williston
RFP NO. XXXX

PROPOSAL DUE DATE
January 21, 2022 @ 4PM

REQUEST FOR PROPOSALS ("RFP")
RFP XXXX Williston Airport/City of Williston
Roof Replacement
Located at 1860 SW 18th Ave, Williston Florida, 32696

The City of Williston is requesting proposals from contractors for the roof replacement at 1860 SW 18th Ave, Williston, Florida. The award shall be made to a responsible Proposer taking into consideration the evaluation factors set forth in the Request for Proposals (RFP) and, if necessary, obtaining best and final offers.

The City of Williston will receive all proposals. After the proposal due date, the Council for the City of Williston will evaluate all proposals and may conduct negotiations and make a final recommendation to the Airport Manager for award of the contract. **It is the City of Williston's intent to award one contract for the requested services.**

A. Services Sought.

1. Location.

The City of Williston is requesting proposals from qualified firms ("Proposers" or may be referred to as "Contractors") for the roof replacement on a building located at 1860 SW 18th Ave, Williston, Florida 32696.

2. Required Services and Approach to Required Services.

- a. The successful Proposer shall be required to provide the services outlined in hereto ("Required Services") for the above referenced property.
- b. The successful Proposer shall be required to furnish all equipment, machinery, transportation and other implements necessary to execute the contract.
- c. The Proposer should propose a plan as to how the Required Services and any suggested and/or enhanced services will be performed. The plan should include estimated time to complete each service. The Proposer is specifically advised that the City of Williston reserves the right to approve any person, firm, or other party to whom it is proposed to award a subcontract under this contract. In the event Proposer plans to subcontract any portion of the work, Proposer shall indicate in its plan the intent to use subcontractor(s) and the role of said subcontractor(s). Proposer and all subcontractors shall comply with all E-Verify requirements as laid out in Florida Statute 448.095, the specifics of which shall be outlined in any contract entered into between the Proposer and the City of Williston.
- d. A portion of the Location is currently occupied. Access to the occupied areas, including common area restrooms must be maintained and coordinated with the existing tenant. Access to the location must be coordinated with the tenant.

- e. The successful Proposer shall maintain that all employees have been trained in appropriate safety measures to ensure Proposer's employees are performing their work in a safe manner.

3. **Qualifications of Proposer.**

The Proposer shall state their qualifications to provide the Required Services,

4. **Terms of Agreement.**

All work to be performed shall be completed within one-hundred eighty (180) consecutive calendar days of the Notice to Proceed by the City of Williston through the award of the contract. If the Required Services are not completed within the time set forth above the City Manager may grant an extension as needed. Proposer must request any extension by written letter or email to the Airport Manager or his designee. Additional requirements and associated remedies may be negotiated in the final contract for construction as deemed necessary.

5. **Payments.**

- a. Payment shall be made according to the Proposer's payment schedule contained in its proposal, or as negotiated by City of Williston through the contract. In no event shall more than 80% of the total Price be paid prior to the completion of the project.

- b. Unless specified otherwise, the invoice shall be addressed as follows:

Williston Airport,
City of Williston
1800 SW 19th Avenue
Williston, Florida 32696
(352) 528-4900

With a copy emailed to:
kelly.hars@willistonfl.org

- c. Payments shall be paid to the Proposer within thirty (30) days contingent upon the receipt of properly documented invoices and with the condition that the Proposer has accomplished the services to the satisfaction of the City of Williston through the building inspection process.

B. **Proposal Process.**

1. **Mandatory Pre-submittal Conference**

A Mandatory Pre-Submittal Conference meeting and walk-through of the job site will be held at the site, 1860 SW 18th Ave, Williston, Florida, on **Thursday January 6, 2022 @ 10AM.**

2. **Contact Information**

Each Proposer shall examine the RFP documents carefully and inspect the property to be built out pursuant to this RFP. Questions concerning the RFP terms, conditions and technical specifications will be accepted in writing through **Thursday, January 20, 2022.** Requests must be transmitted via email. No Proposer may rely upon any oral

responses concerning the proposal or proposal process as outlined in this document. Each Proposal shall have the opportunity to sit with the Airport Manager or his designee of the Williston Airport, review the buildout/renovation plans, ask questions and tour the facility where construction will be done.

3. **Proposal Deadline.**

Proposals must be received by the City of Williston by 4:00 PM, Friday January 21, 2022 ("Submission Deadline"). Proposals may be mailed or hand-delivered to the below address:

Mail to or HAND DELIVERED PREFERRED:

City of Williston
Attn: Latricia Wright
50 NW Main Street
Williston, Florida 32696

Mark on the outside of the envelope and on any carrier's envelope: "PROPOSAL FOR WILLISTON AIRPORT BUILDING ROOF REPLACEMENT, January 21, 2022, 4:00PM."

4. **Submission of Proposal.**

- a. Proposals must arrive at the above address no later than Submission Deadline to be considered.
- b. It is the Proposer's responsibility to assure that their Proposal is delivered to the proper location no later than the Submission Deadline.
- c. The City of Williston Contact, whose duty it is to open the Proposals, will open the Proposals as soon as practicable after the established Submission Deadline.
- d. Proposals received later than the Submission Deadline will not be considered, will be marked "Too Late" and may be returned unopened to the Proposer.
- e. The City of Williston is not responsible for the premature opening of a Proposal not properly addressed and identified by the RFP title and submission deadline on the outside of the envelope/package.
- f. The Proposer shall submit an ORIGINAL and seven (7) copies of the proposal on or before the Submission Deadline. Proposals will be retained as the property of the City of Williston. The Original of the Proposal must be clearly marked "Original" on its face and must contain an original manual signature of an authorized representative of the responding Proposer; all other copies may be photocopies.
- g. All expenses associated with the submittal of a proposal will be borne solely by the Proposers.

- h. Any uncertainty regarding the date and time will be resolved against the Proposer.
- i. Proposals will not be accepted via fax.
- j. The Airport Manager will issue replies to inquiries and additional information or amendments deemed necessary in written addenda, which will be issued prior to the deadline for responding to this Request for Proposal
- k. It will be the sole responsibility of the Proposer to contact the Airport Manager prior to submitting a response to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their proposal.

5. **General Conditions.**

- a. Proposers must be available for interviews by the City of Williston City Council, the City Mayor, the Airport Manager, and City Manager, if required.
- b. The contents of the Proposal of the successful Proposer will become part of the contractual obligations except as may be modified by subsequent negotiations. The Proposer should expect to negotiate and sign a contract with the City of Williston which will be approved by the City Attorney.
- c. Proposals must be typed or printed in ink.
- d. All corrections made by the Proposer to their Proposal prior to the Opening of Proposals must be initialed and dated by the Proposer. No corrections will be allowed to be made to Proposals after the Opening of Proposals.
- e. Actual contract awarded may include change orders and cost associated with those change orders, if agreed upon, will be documented for preservation.
- f. The City of Williston reserves the right to reject any or all Proposals, in whole or in part, when such rejection is in the best interest of the City of Williston. Further, the City of Williston reserves the right to withdraw this solicitation at any time prior to the final award of the contract.
- g. The City of Williston reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, or take any similar actions that may be deemed to be in the best interest of the City.

6. **Examination of Proposal Material.**

The submission of a sealed proposal shall be deemed a representation and warranty by the Proposer that the Proposer has investigated all aspects of the RFP, that the Proposer is aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that the Proposer has read and understands the RFP. No request for modification of the provisions of a proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition. Statistical data that may be contained in the RFP or any addenda thereto is for information purpose only.

7. **Interpretation.**

No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents will be made in the form of a written addendum to the RFP document and will be furnished by the City of Williston. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to the Proposers by the City may be relied upon.

8. **Public Records.**

Any material submitted in response to this request for proposals will become a public record and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. At all times, the City will comply with the provisions of the Florida Public Record Law.

9. **Schedule.**

The following table lists the important dates/times and actions relative to this solicitation. If the City finds it necessary to make changes to the actions, dates, and/or times, such changes will be accomplished by written addendum to this solicitation and posted by the City of Williston. All times are Eastern Standard times.

<u>Event</u>	<u>Date/Time</u>
Release/Issuance of RFP	Monday December 13, 2021
Mandatory Pre-Submittal Meeting	Thursday, January 6, 2022 @ 10:00 AM
Submission Deadline	Friday, January 21, 2022 @ 4:00PM
Commencement of Project	Monday, February 14, 2022

10. **Evaluation.**

Proposals will be reviewed and evaluated based upon the following criteria:

- a. Completeness of proposal, approach to Required Services.
- b. Qualifications of Proposer and qualifications of personnel selected to perform the services.
- c. Past performance on contracts for similar services with respect to such factors such as costs, quality of work and ability to perform.
- d. Price.

Schedule to Complete Required Services.

11. **Insurance.**

The Proposer shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Proposer, his agents, representatives, or employees.

- a. Minimum Limits of Insurance- The Proposer shall maintain limits no less than the following:

1. General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage with a @2,000,000 annual aggregate. Contractor's insurance shall include the City of Williston as an additional insured as provided herein below.

2. Worker's Compensation and Employers Liability: Insurance covering all employees meeting statutory requirements in compliance with the applicable state and federal laws. In lieu of naming City of Williston as an additional insured, Contractor shall provide City of Williston a waiver of all rights of subrogation against City of Williston with respect to losses payable under such workers' compensation policy(ies).
3. The Proposer's insurance coverage shall be primary insurance as respects the City of Williston, its officers, officials, employees, agents and volunteers. Any insurance of self-insurance maintained by the City of Williston, its officers, officials, employees, agents or volunteers shall be ex insurance and shall not contribute with it.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Williston, its officers, officials, employees, agents or volunteers.
5. The Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Williston.
7. Acceptability of Insurers - Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
8. Verification of Coverages - The Proposer shall furnish the City of Williston with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Williston before work commences. The City of Williston reserves the right to require complete, certified copies of all required insurance policies at any time.
9. Subcontractors: Contracts shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

12. **Contract.**

The successful Proposer will be required to enter into a contract with the City of Williston in substantially the same form as the sample contract provided with this RFP. By submitting a Proposal, the Proposer acknowledges and agrees to comply with the following if they become the Proposer chosen by the Board:

- a. Subcontractors: Contracts shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- b. Permits: The Contractor shall be responsible for applying for all necessary permits as required by law.
- c. Ethical Business Practices
 1. Gratuities: It shall be unethical for any person to offer, give, or agree to give any City of Williston employee, or for any City of Williston employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or response therefore.
 2. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the Proposer or higher tier subcontractor or any person associated therewith, as an inducement for an award of a subcontract or order.
 3. The City of Williston reserves the right to deny award or immediately suspend any contract resulting from this response pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contact if it determines that unethical business practices were involved.

13. **Proposal Format.**

The proposal shall be typed on white paper. Pages shall be secured by staple, cerlox binding or similar closure.

Responses must be complete and unequivocal. In instances where a response is not required, or is not applicable or material to the proposal, a response such as "no response required" or "not applicable" is acceptable.

a. Number of Proposals

One original and seven (7) copies of the proposal shall be submitted

b. Organizational of the Proposal

The Proposal shall be organized by the following sections:

1. Cover Letter
2. General Proposer statement
3. Statement of Operational Qualifications
4. Statement of Financial Qualifications
5. Insurance Requirements
6. Exceptions to the RFP Specifications
7. Statement of Propose Work Plan
8. Cost Information

CITY OF WILLISTON, FLORIDA

Benton Stegall
Airport Manager

CITY OF WILLISTON, FLORIDA

Terry Bovaird
City Manager

ATTACHMENT 1

PROPOSAL FORM

RFP: xxxxx Williston Airport/City of Williston
Roof Replacement

Place: Williston Airport Industrial Park
1860 SW 18th Avenue
Williston, Florida 32696

Due Date: **Friday, January 21, 2022 at 4:00PM**

Proposal of _____ hereinafter- called
PROPOSER, a corporation organized and existing under the laws of the State of _____, or, a partnership, a
company, or an individual doing business as _____.

To the City of Williston, hereinafter referred to as "COW".

The PROPOSER, in compliance with the request for proposals for the Williston Police Department
upstairs buildout, having examined the specifications with related documents and the sites of the proposed
work, and being familiar with all of the conditions of the proposed work, including the availability of
materials and labor, hereby proposes to furnish all labor, material and supplies and at the prices shown in
the attached Price Schedule. These prices are to cover all expenses incurred in performing the work
required under the proposal documents, of which this proposal is a part. These prices are firm and shall not
be subject to adjustment provided this Proposal is accepted within ninety (90) days after the time set for
receipt of proposals.

PROPOSER hereby agrees to commence work under this contract on or before a date to be specified
in a written "Notice to Proceed" to be issued by the COW.

PROPOSER agrees to perform all work for which he contracts as described in the specifications for
the unit prices shown on the attached Price Schedule.

Upon receipt of the Notice of Award, PROPOSER will execute the formal contract attached within
seven (7) days and deliver Insurance Certificates and Bonds as required.

The undersigned hereby declares that only the persons or firms interested in the proposal as
principal or principals are named herein, and that no other persons or firms than are herein mentioned
have any interest in this Proposal or in the contract to be entered into; that this proposal is made without
connection with any other person, company, or parties likewise submitting a proposal; and that it is in all
respects for and in good faith, without collusion or fraud.

DEVIATIONS FROM SPECIFICATIONS IF ANY:

RFP XXXX Industrial Park Building Roof Replacement
Williston Airport/City of Williston
Submission Deadline **January 21, 2022 @ 4PM**

I have read all of the specifications and requirements and do hereby certify that all items submitted meet specifications.

COMPANY: _____ AGENT NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ EMAIL: _____

FEDERAL ID#: _____ AND/OR SOCIAL SECURITY#: _____

Respectfully submitted,

Attest:

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

ATTACHMENT 2

PRICE SCHEDULE

The PROPOSER, in compliance with the request for proposals for the Williston Airport building roof replacement, having examined the scope of work and written specifications, hereby proposes to furnish services for the following unit prices.

PRICE OF REQUIRED SERVICES (for each item as described in Exhibit A):

1.	Removing all existing materials	\$ _____
2.	Supply and install new roof material including ridge cap, vent foam, etc.	\$ _____
3.	Supply and install new drip edge/rake/flashing	\$ _____
4.	Screws, caulk, other supplies	\$ _____
5.	Labor	\$ _____
6.	Recorded NOC	\$ _____
7.	Permits	\$ _____
8.	Dumpster/other logistics	\$ _____
9.	Other:	\$ _____
		\$ _____
		\$ _____
		\$ _____
	TOTAL PRICE	\$ _____

The above unit prices listed in the Price Schedule shall include all labor, materials, removal, permits, cleaning, overhead, profit, insurance and any other cost necessary to cover the finished work of the several kinds called for in the RFP.

Proposed Payment Schedule (The final payment schedule will be subject to contract negotiation):

PROPOSER agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving proposals.

Respectfully submitted,

By: _____
 Signature

Printed

Printed Title

ATTACHMENT 3

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The Proposer hereby agrees to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The Proposer agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Proposer: _____

Address: _____

VENDOR CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA, CITY OF _____

Before me, the undersigned authority, personally appeared _____, who was duly sworn deposes and states:

1. I am the _____ of _____
with a local office in _____ and principal office in _____
_____ and principal office in _____
City & State _____ City & State _____
2. The above named entity is submitting a Proposal for the City of Williston
RFP 2023-** described as Roof Replacement.
3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting Bids for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Williston .
9. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Williston .
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Williston .

Affiant

Date

Typed Name and Title

Sworn to and subscribed before me this _____ day of _____ 2022.

Personally Known _____ or produced identification _____

Identification type: _____

Notary Public-State of _____

Printed, typed, or stamped commissioned name of notary public.

My commission expires _____.

INDEMNIFICATION AGREEMENT

The Elected Entity shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify and hold harmless the City of Williston, its employees, agents and assigns from claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate levels), arising from or relating to personal injury or death, and damage to real property or tangible personal property alleged to be caused in whole or in part by the Elected Entity, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the Elected Entity shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the City of Williston.

To the extent applicable, the Elected Entity shall fully indemnify and hold harmless the City of Williston, and its agents, employees assigns from any claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of Elected Entity's products by the City of Williston or any of its agents, employees, and assigns, or to the operation or use of Elected Entity's products by the City of Williston or any of its agents, employees, and assigns in a manner not contemplated by the Contract or the purchase order.

In the event of a claim, the City of Williston shall promptly notify the Elected Entity in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the following address:

Such notification may also be provided by fax transmission to the following fax number:

The City of Williston shall provide all available information and assistance that the Elected Entity may reasonably require regarding any claim.

The City of Williston may, in addition to other remedies available to it at law or equity, and upon written notice to the Elected Entity, retain such monies from amounts due the Elected Entity as may be deemed by the City of Williston to be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. The City of Williston may set off any liability or other obligation of the Elected Entity or its affiliates to the City of Williston against any payments due the Elected Entity under any contract with the City of Williston.

This agreement for indemnification shall continue in force for five (5) years from the date of full completion of all obligations of the Elected Entity under the Contract or Purchase Order.

In the event that there is a conflict between this agreement and any other applicable indemnification agreement between the City of Williston and the Elected Entity, the agreement which provides the most protection for the City of Williston shall take precedence. The provisions of this Contract are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable by a court of competent jurisdiction, in whole or in part,

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the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.

I, _____, being an authorized representative of the Entity of _____ (“The Elected Entity”), having read and understood the contents above, hereby enter into this indemnification agreement as of this date, _____, 2022.

Signature of Representative of Elected Entity

Printed name

As: _____

Contact Information for Elected Entity:

Street Address: _____

City, State and Zip Code: _____

Phone: _____ Fax: _____

ACCEPTED BY THE CITY OF WILLISTON ON _____, 2023.

By: _____

Printed Name: _____

As: _____

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES _____ NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Williston, RFP 2022-**, IT Managed Services.

Entity

Date

Authorized Signature

and Title Printed or Typed Name and Title

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, _____ (print or type name of firm) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein"

Affiant

Date

Typed Name and Title

Sworn to and subscribed before me this _____ day of _____ 2022.

Personally Known _____ or produced identification _____

Identification type: _____

Notary Public-State of _____

Printed, typed, or stamped commissioned name of notary public.

My commission expires _____.

NON-COLLUSION AFFIDAVIT OF PROPOSER

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that:

1. He/She is _____ of _____ the proposer
Title Company Name
that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm, or person to fix the price or prices in the attached proposal or any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Williston, Florida or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Affiant

Date

Typed Name and Title

Sworn to and subscribed before me this _____ day of _____ 2022.

Personally Known _____ or produced identification _____

Identification type: _____

Notary Public-State of _____

Printed, typed, or stamped commissioned name of notary public.

My commission expires _____.

**SWORN STATEMENT UNDER SECTION
287.133(3)(n), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal No. RFB 2022-**
2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Identification No.(FEIN) is _____. If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into

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a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in neither management of the entity, nor any affiliate of the entity have been charged with a convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

Affiant

Date

Typed Name and Title

Sworn to and subscribed before me this _____ day of _____ 2022.

Personally Known _____ or produced identification _____

Identification type: _____

Notary Public-State of _____

Printed, typed, or stamped commissioned name of notary public.

My commission expires _____.

Date: June 4, 2023

COUNCIL AGENDA ITEM

**TOPIC: DISCUSSION WITH POSSIBLE ACTION: MAYOR'S VETO OF
ORDINANCE 2023-710**

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

**BACKGROUND / DESCRIPTION: MAYOR CHARLES GOODMAN VETOED
ORDINANCE 2023-710 "GOLF CART PARKING" ON MAY 2, 2023. (SEE ATTACHED
EMAIL)**

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION:

ATTACHMENTS:

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED

Latricia Wright

From: Mayor Goodman
Sent: Tuesday, May 2, 2023 7:38 AM
To: City Clerk
Cc: Mayor Goodman
Subject: Ordinance number 2023-710

Honorable Council, City staff, members of the community.

After careful review of this Ordinance, I feel that it is my duty to Veto it.

As I see it this should not be done. Only golf carts must pay for parking not cars or bikes. This is probably unconstitutional, if not I see it a discrimination against a select group. I would hope the council can find another way to raise the funds required to implement Ordinance 709. I understand there is a cost however this is not a fair way to raise money to cover those cost. I look forward to the Council looking at this Ordinance again.

I Charles Goodman Mayor of Williston, do hereby Veto Ordinance 22023-710

PUBLIC RECORDS NOTICE: Under Florida law, e-mail addresses are public record. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this public entity. Instead, contact this office by phone or in person. Fl Statutes Section 668.6076

Date: June 6, 2023

COUNCIL AGENDA ITEM

**TOPIC: DISCUSSION WITH POSSIBLE ACTION: CANCEL OR RESCHEDULE
JULY 4TH COUNCIL MEETING.**

**REQUESTED BY: COUNCIL PRESIDENT DEBRA JONES
PREPARED BY: CITY CLERK LATRICIA WRIGHT**

**BACKGROUND / DESCRIPTION: REGULAR SCHEDULED COUNCIL MEETING IS
SCHEDULED ON A HOLIDAY, JULY 4TH. CANCEL OR RESCHEDULE THIS
MEETING.**

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION:

ATTACHMENTS:

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED