

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

DATE: TUESDAY, SEPTEMBER 19, 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 5-6)

- Council minutes from September 5, 2023

ITEM – 4 – UPDATES

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD
- STAFF
- COUNCIL
- MAYOR

ITEM – 5 – NEW BUSINESS –

- A. RESOLUTION 2023-71: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, AUTHORIZING THE ACCEPTANCE OF THE STATE FISCAL YEAR 2023-2024 COMPETITIVE FLORIDA PARTNERSHIP GRANT AWARDED BY THE FLORIDA DEPARTMENT OF COMMERCE. CITY PLANNER LAURA JONES. (pp 7-9)
- B. RESOLUTION 2023-72: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON AUTHORIZING JBPRO TO ASSIST THE CITY OF WILLISTON WITH CREATING AN ECONOMIC DEVELOPMENT IMPLEMENTATION STRATEGY FOR THE DOWNTOWN AND

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

SURROUNDING NEIGHBORS AND COMMERCIAL AREAS. CITY PLANNER LAURA JONES. (pp 10 - 42)

- C. RESOLUTION 2023-73: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE PASSERO ASSOCIATES SUPPLEMENTAL AGREEMENT 23-25 REGARDING THE TAXIWAY G. REALIGNMENT PROJECT; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SAME ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 43-70)
- D. RESOLUTION 2023-74: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE GRANT AGREEMENT FOR BIPARTISAN INFRASTRUCTURE BILL AIRPORT INFRASTRUCTURE GRANT PROJECT NUMBER 3-12-0087-025-2023 REGARDING THE WILLISTON MUNICIPAL AIRPORT - CONSTRUCTION OF NEW TERMINAL BUILDING (SITE WORK PHASE 1); 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 71- 108)
- E. RESOLUTION 2023-75: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE AMENDMENT TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT FOR FINANCIAL PROJECT NUMBER 442505-1-94-23 REGARDING THE WILLISTON MUNICIPAL AIRPORT - DESIGN AND CONSTRUCTION OF NEW GENERAL AVIATION TERMINAL BUILDING AT WILLISTON MUNICIPAL AIRPORT - ADDING ADDITIONAL FUNDING; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AMENDMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 109- 118)
- F. RESOLUTION 2023-76: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ELECTING TO AWARD THE HERBICIDE PROJECT AT THE WILLISTON MUNICIPAL AIRPORT (PART OF THE REFORESTATION PROJECT) TO MACLAREN FARMS, LLC DBA MACLAREN AGRIFORESTRY AND AUTHORIZING STAFF TO NEGOTIATE A FULL CONTRACT RELATED TO SAME; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH ACTIONS ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 119- 132)
- G. RESOLUTION 2023-77: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON CITY MANAGER TO PURCHASE NEEDED FLEET VEHICLES FOR CONTINUED SERVICE AND COMPLIANCE FOR THE UTILITIES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE. CITY MANAGER TERRY BOVAIRD. (pp 133- 141)
- H. RESOLUTION 2023-78: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

- CITY OF WILLISTON CITY MANAGER TO PURCHASE NEEDED ELECTRIC SUPPLIES AND MATERIALS FOR CONTINUED SERVICE AND GROWTH FOR THE UTILITIES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER. (pp 142- 145)
- I. RESOLUTION 2023-79: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON TO ACCEPT THE FLORIDA DEPARTMENT OF TRANSPORTATION 2023-2024 STREET LIGHTING CONTRACT FOR CONTINUED SERVICE; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER. (pp 146- 150)
- J. DISCUSSION WITH POSSIBLE ACTION: OMIT ONE SEGMENT OF PUBLIC PARTICIPATION FROM AGENDA. VICE-PRESIDENT ROBINSON. (pp 151- 159)

ITEM – 6 – PUBLIC PARTICIPATION

ITEM - 7 - ANNOUNCEMENTS

ITEM – 8 – ADJOURNMENT

NEXT MEETING: BUDGET HEARING SEPTEMBER 26, 2023, AT 5:30 P.M.

NEXT SCHEDULED COUNCIL MEETING OCTOBER 3, 2023, AT 6:00 P.M.

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

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

Meeting ID: 069017976

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

Or dial:

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

Access Code / Meeting ID: 069017976

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

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

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

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

Council Meeting Procedures for members of the Public

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

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

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

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

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

DATE: TUESDAY, SEPTEMBER 5, 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

Opening prayer and pledge led by Mayor Goodman.

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

Motion to approve agenda as written by Vice-Robinson. Seconded by Councilmember Bullock.
Motion carried 5-0/

ITEM – 2 – MAYORS STUDENT OF THE MONTH. Hayden Smith, 2nd Grade, Joyce Bullock Elementary was presented a certificate of excellence and a certificate for a 14-inch pizza from Dominos.

ITEM – 3 – PUBLIC PARTICIPATION - None

ITEM – 4 – CONSENT AGENDA – Motion to approve consent agenda by Councilmember Hinds. Seconded by Councilmember Cox. Motion carried 5-0.

- Council minutes from August 22, 2023

ITEM – 5 – UPDATES

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD- Hurricane Adilia update.
- STAFF - None
- COUNCIL - None
- MAYOR - Thanked the City for helping the Williston Animal Group.

ITEM – 6 – NEW BUSINESS –

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

- A. RESOLUTION 2023-66: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING HUMAN RESOURCES TO DESIGNATE A FULL-TIME INFORMATION TECHNOLOGY TECHNICIAN FOR COWLINK AND MOVE THE CURRENT SPLIT POSITION BETWEEN NATURAL GAS AND INFORMATION TECHNOLOGY TO FULL TIME IN THE NATURAL GAS DIVISION AND PROVIDE AN EFFECTIVE DATE. IT DIRECTOR AARON MILLS. - Motion to approve Resolution 2023-66 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 5-0.
- B. RESOLUTION 2023-68: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING AND RATIFYING THE AMENDMENT TO THE FOLDS WALKER, LLC CITY ATTORNEY CONTRACT; PROVIDING FOR THE EXECUTION OF AN AMENDED AGREEMENT FOR LEGAL SERVICES WITH FOLDS WALKER, LLC, AND PROVIDING FOR AN EFFECTIVE DATE. CITY MANAGER TERRY BOVAIRD. - Motion to approve Resolution 2023-68 by Councilmember Cox. Seconded by Councilmember Hinds. Motion carried 5-0.
- C. A RESOLUTION 2023-69: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE AMENDMENT TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT FOR FINANCIAL PROJECT NUMBER 442505-3-94-23 REGARDING THE WILLISTON MUNICIPAL AIRPORT-DESIGN AND CONSTRUCTION OF BUILDING SITE INFRASTRUCTURE FOR NEW GA TERMINAL; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AMENDMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. - Motion to approve Resolution 2023-69 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 5-0.
- D. DISCUSSION WITH POSSIBLE ACTION: PRESSO PROPERTY LOCATED AT 5 NE MAIN STREET. CITY PLANNER LAURA JONES. - Attorney Ballou went over several different options on how to proceed with depilated building. Will research and bring back more options to Council.

ITEM – 7 – PUBLIC PARTICIPATION - None

ITEM - 8 - ANNOUNCEMENTS - None

ITEM – 9 – ADJOURNMENT - Motion to adjourn at 6:58 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 5-0.

Date: September 19, 2023

CITY COUNCIL AGENDA ITEM

TOPIC: Resolution 2023-71

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON
AUTHORIZING THE ACCEPTANCE OF THE STATE FISCAL YEAR 2023-2024
COMPETITIVE FLORIDA PARTNERSHIP GRANT AWARDED BY THE FLORIDA
DEPARTMENT OF COMMERCE.**

BACKGROUND / DESCRIPTION:

The City of Williston, Florida was selected for funding in the amount of \$45,000 Florida Department of Commerce's Competitive Florida Partnership Grant Program through the Bureau of Community Planning and Growth. The purpose is to create an economic development implementation strategy for the downtown and surrounding neighborhoods and commercial areas.

LEGAL REVIEW: NA

FISCAL IMPACTS: \$45,000 Grant No Match Required

RECOMMENDED ACTION: Approve Resolution 2023-71

ATTACHMENTS: Resolution 2023-71

Department of Commerce Award Letter

ACTION:

_____ APPROVED _____ DISAPPROVED

CITY COUNCIL RESOLUTION NO. 2023-71

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE STATE FISCAL YEAR 2023-2024 COMPETITIVE FLORIDA PARTNERSHIP GRANT AWARDED BY THE FLORIDA DEPARTMENT OF COMMERCE.

WHEREAS, the City of Williston, Florida was selected for funding in the amount of \$45,000 Florida Department of Commerce's Competitive Florida Partnership Grant Program through the Bureau of Community Planning and Growth.

WHEREAS, The purpose is to create an economic development implementation strategy for the downtown and surrounding neighborhoods and commercial areas.

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

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

Section 2. That the City of Williston hereby authorizes the acceptance of the Competitive Florida Partnership Grant, and

Section 3. That the Council President of the City of Williston is hereby authorized to execute all documents required to execute the grant.

Section 5. This resolution shall become effective immediate upon passage and adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Williston, Florida at a regular meeting on this ____ day of _____, 2023.

CITY OF WILLISTON, FLORIDA

By: _____
Debra Jones, City Council
President

ATTEST:

By: _____
Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Kiersten Ballou, Attorney

August 15, 2023

Terry Bovaird, City Manager
City of Williston
50 NW Street
Williston, Florida 32696-0160

REC'D AUG 31 2023

Re: State Fiscal Year 2023-2024 Competitive Florida Partnership Grant

Dear Mr. Bovaird:

Thank you for your interest in the Florida Department of Commerce's Competitive Florida Partnership Grant Program through the Bureau of Community Planning and Growth.

I am pleased to inform you that your application was selected for funding in the amount of \$45,000. We look forward to working with you on the Competitive Florida Partnership grant program. Program staff will be in contact with you to finalize the scope of work and execute the grant agreement for your project. Invoices for any work specifically related to the grant project performed on and after July 1, 2023 (the beginning of the grant period), will be eligible for reimbursement after the grant agreement has been fully executed. If for any reason the grant agreement is not executed by both parties, cost reimbursement for work performed will not be available.

If you have any questions, please contact Joshua Askey, Competitive Florida Partnership Program Manager, by telephone at (850) 717-8506 or by email at Joshua.Askey@Commerce.fl.gov.

Sincerely,



Meredith Ivey, Deputy Secretary
Division of Community Development

MI/cb

cc: Cristin Beshears, Agreement Manager, Florida Department of Commerce
Laura Jones, Community Development & Grants Manager, City of Williston

Date: September 19, 2023

CITY COUNCIL AGENDA ITEM

TOPIC: Resolution 2023-72

A RESOLUTION AUTHORIZING JBPRO TO ASSIST THE CITY OF WILLISTON WITH CREATING AN ECONOMIC DEVELOPMENT IMPLEMENTATION STRATEGY FOR THE DOWNTOWN AND SURROUNDING NEIGHBORHOODS AND COMMERCIAL AREAS.

BACKGROUND / DESCRIPTION:

The City of Williston, Florida was selected for funding in the amount of \$45,000 Florida Department of Commerce's Competitive Florida Partnership Grant Program through the Bureau of Community Planning and Growth.

The City advertised a Request for Qualifications for Professional Planning Services to bring in a professional team to create an economic development implementation strategy for the downtown and surrounding neighborhoods and commercial areas. JBPRO was the only consultant to reply. Their submission was excellent and the staff does not see a need to readvertise.

LEGAL REVIEW: NA

FISCAL IMPACTS: Department of Commerce's Competitive Florida Partnership Grant Funds

RECOMMENDED ACTION: Approve Resolution 2023-72

**ATTACHMENTS: Resolution 2023-72
JBPRO RFQ Submittal
JBPRO Proposal**

ACTION:

_____ APPROVED _____ DISAPPROVED

CITY COUNCIL RESOLUTION NO. 2023-72

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON
AUTHORIZING JBPRO TO ASSIST THE CITY OF WILLISTON WITH CREATING
AN ECONOMIC DEVELOPMENT IMPLEMENTATION STRATEGY FOR THE
DOWNTOWN AND SURROUNDING NEIGHBORHOODS**

AND COMMERCIAL AREAS.

WHEREAS, the City of Williston, Florida was selected for funding in the amount of \$45,000 Florida Department of Commerce's Competitive Florida Partnership Grant Program through the Bureau of Community Planning and Growth.

WHEREAS, the purpose is to create an economic development implementation strategy for the downtown and surrounding neighborhoods and commercial areas.

WHEREAS, the City advertised a Request for Qualifications for Professional Planning Services.

WHEREAS, JBRO submitted an outstanding Request for Qualifications for Professional Planning Services and was selected to be awarded.

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

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

Section 2. That the City of Williston hereby authorizes the acceptance of the Request for Qualifications for Professional Planning Services, and

Section 3. That the Council President of the City of Williston is hereby authorized to execute all documents required to execute the proposal.

Section 5. This resolution shall become effective immediate upon passage and adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Williston, Florida at a regular meeting on this ____ day of _____, 2023.

CITY OF WILLISTON, FLORIDA

By: _____
Debra Jones, City Council President

ATTEST:

By: _____
Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Kiersten Ballou, Attorney

City of Williston

RFQ NO: 2023-01

Request For Qualifications (RFQ) For
Professional Planning Services

Signed Copy



09/11/2023

prepared by

JBrown Professional Group Inc.

3530 NW 43rd Street
Gainesville, FL 32606

contact person

Kathie Ebaugh, ACIP, MPA

Director of Planning

(941) 234-6263

kathie.ebaugh@jbpro.com

prepared for

City of Williston

Community Development
and Planning Department
ATTN: Ms. Laura Jones
City Of Williston City Hall
50 Nw Main Street
Williston, FL 3269



Serving Our Communities Since 1995

We are a team of dedicated planners, landscape architects, GIS professionals, civil engineers, surveyors, and construction managers who help you bring your visions to life through extraordinary and dedicated work.

Our History

JBPro began more than 25 years ago when our President and co-founder, Jay Brown, felt the greater Gainesville area could be served by a new firm ready to provide outstanding engineering services. Since then, JBPro has expanded to provide surveying, planning, landscape architecture, GIS services, and construction services and is now one of the leading site development design and consulting firms in North-Central Florida. Entering our fourth decade of service, JBPro remains dedicated to our passion for client advocacy and community development.



JBPro

1

Introduction

Letter of Interest

Dear Ms. Laura Jones, Community Development/Grants Manager

JBrown Professional Group Inc. (JBPro) is very pleased to submit our qualifications for the City of Williston Community Development and Planning Department RFQ NO: 2023-01 Request For Qualifications (RFQ) For Professional Planning Services). JBPro is an experienced and talented Professional Services firm that provides services in Planning, Civil Engineering, and Land Surveying. Established in 1995, our firm has nearly 30 years experience serving North-Central Florida communities.

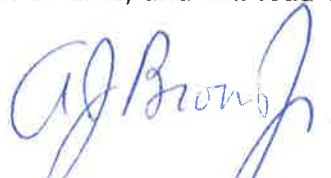
We have experience planning, designing, and permitting projects in the City of Williston and the surrounding Levy County area. Our vast local government experience and nearby office location make us perfectly suited to serve the City of Williston. We are currently working on projects for the City of Gainesville, Alachua County, the City of Alachua, the City of Newberry, Levy County, the City of Jacksonville Beach, and other institutional clients such as the University of Florida, Santa Fe College, and the School Board of Alachua County. We have continuing services contracts with Marion County, the Town of Orange Park and Clay County District Schools as well as many others. We make it a priority to serve our public clients and are confident we would serve the City of Williston effectively and with great purpose.

We have thoroughly reviewed the RFQ 2023-01, the goals of this City, and your existing planning tools and understand the needs as presented in the RFQ. As a planning, engineering, and surveying firm that works with many jurisdictions we understand the value of having clearly defined community planning and development initiatives that reflect the City distinct's character. Additionally, we recognize the importance of establishing a planning vision that will shape the City's future. Finally, we also understand the need of meeting the RFQ requirements and have developed a work approach that exceeds this goal.

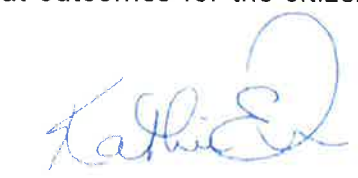
For this contract, **Kathie Ebaugh, AICP, MPA** will lead the planning initiatives. Ms. Ebaugh has spent most of her career working for public planning departments and is recognized for her commitment to actively engaging community members, youth, entrepreneurs, and other stakeholders in discussions about planning decisions. She is excited by the opportunity to bring her experience community-focused planning projects and commitment to vision-based planning to the City of Williston.

If the JBPro team is selected, you have our strong commitment that we will prioritize this project work and provide outstanding service to the City of Williston throughout the life of this project. Our clear objective is to provide you with a great land development code update that is developed collaboratively, will stand the test of time, and will lead to great outcomes for the citizens of Williston.

Thank you for the opportunity,



A. J. "Jay" Brown Jr., PE
President, JBPro



Kathie Ebaugh, AICP, MPA
Planning Director, JBPro

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JBP Pro

2

Company Information



50

Professional
Employees



600+

Clients
Satisfied



2,600+

Contracts
Completed



28

Years of
Experience

After nearly 3 decades of service, JBPro remains passionate in advocating for our public sector clients through planning and community development projects that support each City's unique character.

JBPro was originally established as Brown & Cullen, Inc. in 1995, and was renamed **JBrown Professional Group Inc.** in 2013. We rebranded in 2021 and are now referred to by our brand identify of **JBPro**. Led by our founder, Jay Brown, PE, JBPro provides exceptional technical advice and development support from recognized planning, landscape architecture, GIS, engineering, and surveying professionals. Our team focuses on executing project specific approaches that address each community's unique qualities. This approach ensures that the community visions, plans, projects, and initiatives we work on will support Williston's distinct goals and achieve the City's future vision.

With 50 employees, JBPro has the skills, resources, and expertise to meet the City of Williston's needs. With our home in North Central Florida, we understand our region's unique planning and development demands. With a team of planning, design, and management partners, we are able to expand our services to address any concern the City may have. With a strong commitment to service, we are able to respond to any service request you may have efficiently and effectively.

Firm Profile

JBPro is a small but highly capable development services group. Our small business enterprise (SBE) includes 50 staff members with extensive planning, design, civil engineering, and survey experience. Our planning team is led by **Kathie Ebaugh, AICP, MPA**, who has over 27 year of experience leading public planning efforts including community engagement efforts, comprehensive plans, land development standards, small area plans, and MainStreet programs.

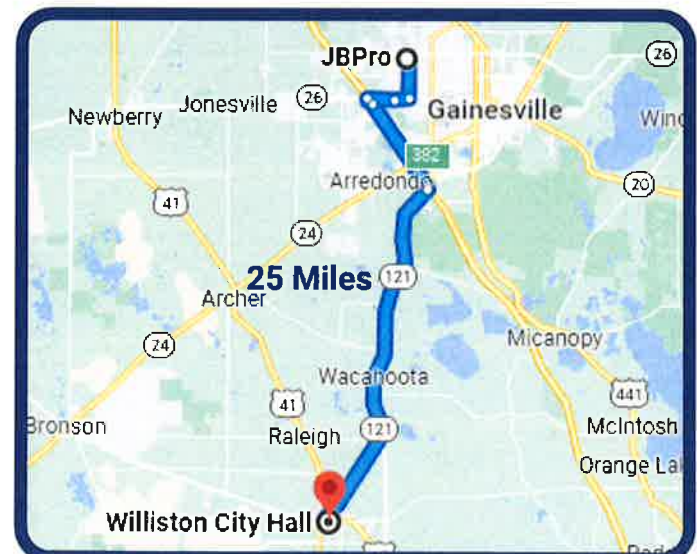
Kathie will act as the lead project manager for this project. Ms. Ebaugh will be supported by our GIS, and landscape architecture teams. Our GIS department is led by **John Gilreath, GISP**, who has the technical experience to support the City's mapping and data assessment needs. Our Landscape Architecture department is led by **Dustin Felix, RLA, MLA, MSS**. Kathie, Dustin, and John all have a passion for facilitating community government engagement, monitoring and evaluating grant implementation, and construction observation. Together, our JBPro Team brings creativity and an appreciation for vision-based planning approaches along with project management and operational planning.

We bridge the gap between companies that are too small to provide reliable and consistent service and companies that are too large to overcome bureaucracy and corporate demand.

We are ideally situated in North Central Florida with robust staff availability and the ability for our clients to work directly with our company leaders. Our team is immediately available to assist the City of Williston with the initiatives, and work efforts need create an economic development implementation strategy for the downtown and surrounding neighborhoods and commercial areas.

The quality of our work has been recognized by our peers. Our Depot Park project won an Outstanding Environmental Project Award locally, and our SW 9th Street Roadway project received the APWA statewide and national awards as the Transportation Project of the Year. Our employees are officers of the local ASCE chapter, FL Women in Planning group, and are active with local charitable organizations and Boards. Our company received a Founder's Award from Millard Fuller, the founder of Habitat for Humanity for service to the organization. We value our community and our clients and are excited about the opportunity to continue to serve the City of Williston.

JBPro's locations makes us perfectly suited to serve the City of Williston. The principal office that will be responsible for overseeing this project is JBPro's Headquarters in Gainesville. Our main office headquarters is located in Gainesville, FL, **only half an hour** away from the Williston City Hall. With such as close location JBPro is able to quickly support the City of Williston's planning and development needs.



Key Personnel

Kathie Ebaugh, AICP, MPA

Planning: Director

With over 27 years of experience, Kathie is a proven planning professional experienced in facilitation, land development standards, capital budgeting, economic development, main street development, and intergovernmental coordination. Whether it be a discussion about public facilities and programs, community visioning, or City plans, Kathie has actively involved community members in the decision-making effort. In doing so, she has been an innovator in developing community engagement processes that provide opportunities for community members to have a genuine voice in planning decisions.

Relevant Experience

- **Building on History; Promoting the Future: Federal Hill Main St**
- **City of Williston Boundary, Future Land Use, and Zoning Maps**
- **Neighborhood Design & Development: Berkely Oaks Replat**
- **Rebuilding History: Franklin Park Elementary**
- **City of Palm Coast Comprehensive Plan**
- **Charge Forward: Venice Middle School**
- **West Melbourne Horizon 2030**
- **Bay District Schools Planning**
- **Lee Plan: New Horizon 2035**
- **Envision Venice**



Years of Experience

27 years

Education

M.S. Public Admin., Florida Gulf Coast University (2018)

M.S. City & Regional Planning Morgan State University (2004)

B.S. Political Science Towson University (1996)

Professional Registration

American Institute of Certified Planners #020181

Dustin L. Felix, MLA, MSS, RLA

Landscape Architecture: Director

Dustin Felix is a Landscape Architect and U.S. Army Reserve Soldier who resides in northeast Florida. You will regularly find Dustin participating in Army Reserve duty. Dustin possesses proficiency in various software applications including AutoCAD/LandFX, SketchUp, Layout, Adobe Photoshop, Illustrator, and InDesign. Dustin has a preference for systematic approaches and is often seen establishing template files, blocks, components, symbols, and standards. This proactive preparation enables their teams to concentrate on designing solutions without having to start from scratch.

Relevant Experience

- **Latham Plaza/Sealk Pavilion Seating, Jacksonville Beach, FL**
- **DR Horton, Sawmill Branch Amenity Center, Palm Coast, FL**
- **Groundwork Hogans Creek Restoration, Jacksonville, FL**
- **Reserve Park and Unity Park, Gainesville, FL**
- **Jacksonville Music Garden, Jacksonville, FL**



Years of Experience

8 years

Education

Master of Strategic Studies, U.S. Army War College (2022)

Master of Landscape Architecture, Chatham University (2015)

B.S. Military History, United States Military Academy at West Point (2000)

Professional Registration

Florida Registered Landscape Architect #LA6667445

Procore Certified: Architect ID#ykih3isyqoc

Procore Certified: Project Manager ID#ykih3isyqoc

John Gilreath, GISP

GIS/ Assest Management: Director

John M. Gilreath, GISP, has just recently joined JBPro as our new Director of GIS Services and Business Development. He is currently responsible for overseeing geospatial projects and program development. He manages JBPro's GIS/remote sensing program including project planning, data development, data management and quality control. Mr. Gilreath brings extensive knowledge in GIS, database design, GPS data collection, asset management and remote sensing.

Relevant Experience

- **Alternative Corridor Evaluation-SR 56 Extn. US 301/SR 41 - US 98/SR 35,AECOM**
- **Comprehensive GIS Implementation Services, University of South Florida**
- **Pavement Management Program Implementation Alachua County**
- **Socioeconomic Analysis and Site Suitability Report, GCRA**
- **Tax Increment District Parcel Valuation Analysis, GCRA**



Years of Experience

19 years

Education

M.S. Geosciences-GIS/Remote Sensing, Mississippi State University (2006)

B.S. Environmental Sciences, University of Mary (2000)

B.A. Geography, University of Mary (2000)

Professional Registration

Certified Geographic Information Systems Professional #90088

Certification

Certified GIS/LIS Technologist and Certified Remote Sensing Technologist, American Society for Photogrammetry and Remote Sensing (2009)

JBP_{ro}

3

Approach



3

Planners



2

Landscape Architects



1

GIS Professional

Organizational Chart

The City of Williston

JBPro

Kathie Ebaugh, AICP
Director of Planning

John Gilreath, GISP
Director of GIS

Dustin Felix, RLA, MLA, MSS
Director of Landscape Architecture

Abharana Selvan
Project Planner

Jenna Johnston
Project Planner

Michael Hans
Landscape Designer

Project Approach

JBPro proposes to provide the following Scope of Services for the project:

Deliverable 1: Greater Downtown Area Economic Vision and Priority Initiatives.

Task 1.1 Vision Community Engagement

Community discussions to set a clear vision for the greater downtown area's economic future. These discussions will be the basis for the economic assessment and identification of new initiatives for the downtown and surrounding neighborhoods and commercial area. The community economic development discussions will include:

- Separate workshops with the appointed and elected boards.
- Interviews with key economic stakeholders from city staff (e.g., city manager, community development director, airport director), community economic organizations (e.g., CRA board, Chamber of Commerce), businesspeople, residents, and community leaders.
- Up to 3 pop-up events to be coordinated with city events or festivals:
 - Central Florida Peanut Festival- Oct 07th, 2023. It will be held at Heritage Park, from 11:00 a.m- 4:00 p.m.
 - Williston Fiesta- September 24th, 2023. It will be held at Heritage Park, from 11:00 a.m- 4:00 p.m.
 - Light up Williston (tentative date given is on 12/02 or 12/09). It begins at 5:30 p.m on the above given tentative date.
- A vision ideas board to be located at city hall and in the greater downtown area to gather community input
- A community open house interactive forum.

Task 1.2 Economic Development Vision

Establish vision for the greater downtown area's development efforts. Specific items to address will include:

- Well-defined boundaries, intersections and land use designations for the downtown and surrounding neighborhoods and commercial areas.

- Improvements that will be addressed:
 - Streetscape near the intersection of the downtown
 - Well-defined crosswalk near downtown intersection
 - EV charging stations
- Changes to planning policies and regulatory tools, utility infrastructure, and economic area design standards for the greater downtown area
- Desired economic development programs and projects for the greater downtown area.

Task 1.3 Priorities Initiatives Community Engagement

Community discussion to prioritize planning and economic development initiatives—land use map designations, policies, and standards, design standards, utility infrastructure, and economic programs. The community economic development discussion will include:

- A joint workshop with the appointed and elected boards.
- Interviews with key economic stakeholders from city staff (e.g.: city manager, community development director, airport director), community economic organizations (e.g.: CRA board, chamber of commerce), and businesspeople.
- Up to 2 pop-up events to be coordinated with city events or festivals.
- A prioritization board to gather community input
- A community open house interactive forum.



Project Approach

Task 1.4 Priorities Initiatives Community Engagement

Prioritize economic development initiatives in the greater downtown area related to:

- Updated economic and mixed-use lands boundaries and designations within the downtown and surrounding neighborhoods and commercial areas.
- Updated economic development comprehensive plan goals, objectives, policies and land development regulatory standards, design standards and architectural guidelines, utility zones, and economic area design standards for the greater downtown area
- Economic development programs and projects for the greater downtown area.

OUTCOMES/PROJECT DOCUMENTATION:

- Community engagement activities report that summarizes the meetings, survey results, and feedback collected from residents, businesses, and community organizations.
 - Phase 1: Vision.
 - Phase 2: Initiatives priorities. These priorities may include map boundaries and designations; comprehensive plan goals, objectives, and policies; land development regulations; infrastructure systems, design guidelines and architectural standards; and economic development projects and programs.
- Economic development vision and priority initiatives for the greater downtown area.

DUE DATE:

COST:

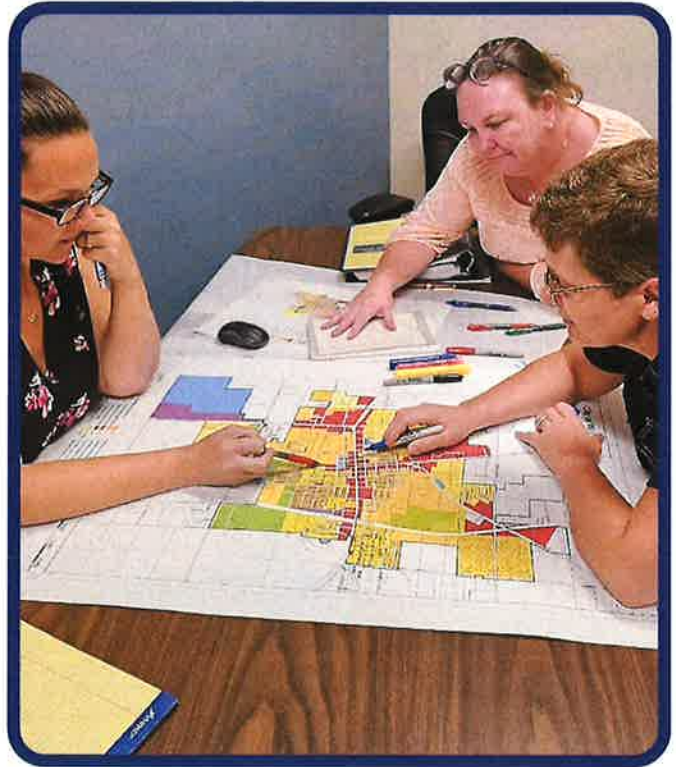
- Phase 1: February 2024 • \$15,000
- Phase 2: May 2024

Deliverable 2: Economic Development Conditions Assessment

Assess the city's economic development conditions related to economic programs and projects, land use standards, design studies, and other economic initiatives for application within the city's downtown.

Task 2.1 Economic Boundaries.

Define the boundaries for the city's downtown.



Task 2.2 Economic Conditions Assessment.

Assess the conditions related to infrastructure, land use patterns, and economic activities within the identified areas.

Task 2.3 SWOT Analysis.

Analyze strengths and challenges of the downtown's existing economic practices and standards including:

- Well-defined boundaries, intersections and land use designations for the downtown and surrounding neighborhoods and commercial areas.
- Comprehensive plan goals, objectives, and policies including the Future Land Use Map.
- Land development regulations including zoning designations.
- Design guidelines and architectural standards; and
- Economic development conditions assessment.

DUE DATE:

- February 2024

Project Approach

Deliverable 3: New Economic Development Initiatives

Initiate new development standards, planning practices, design guidelines and architectural standards, regulatory tools, and economic projects and programs to foster development of the city's downtown.

Task 3.1 Economic Initiatives Framework

Develop a framework for implementing economic development initiatives related to policy standards, development requirements, design guidelines, architectural standards, utility services, and economic programs.

Task 3.2 Framework Assessment

Assess the project framework initiatives to determine ability to achieve city goals based on feasibility, schedule, impact, and alignment with city goals.

Task 3.3 Economic Development Implementation Strategy

Adopt an economic development implementation strategy with brief descriptions, funding sources, and timelines for:

- Proposed land use and boundary maps for the downtown center.

- Draft policy standards and development requirements.
- Draft design guidelines and architectural standards.
- Draft updates to utility service areas; and
- Draft programs and projects

OUTCOMES/PROJECT DOCUMENTATION:

- Detailed economic development initiatives draft framework including:
 - Downtown and commercial area boundaries and land-use designations.
 - Economic policies and development regulatory tools
 - Design guidelines and architectural standards.
 - Utility zones
 - Economic projects and programs
- Assessment report on economic development draft framework.
- Economic development implementation strategy for the City of Williston, including brief descriptions, cost estimates, potential funding sources, and implementation timelines.

DUE DATE:

- May 2024

COST:

- \$15,000




Project Fee Schedule

JBPro offers a total project scope for **\$45,000**

The JBPro team assumes that the county data needed for the analysis is readily available and will be provided to the team by the county. Additional costs may be required if the JBPro team must spend time creating or collecting data necessary to complete the analysis. Any additional costs will be billed at the professional.

Deliverables	Task	Outcomes/ Project Documentation	Due Date	Costs
1: Economic Vision & Priority Initiatives	1.1.a Joint Workshop	Meeting notes	February 2024	\$15,000
	1.1.b Pop-up events	Feedback summary		
	1.1.c Vision Ideas Board	Ideas board summary		
	1.1.d Interactive Forum	Meeting notes		
	1.2 Economic Vision	Adopted vision	May 2024	
	1.3.a Joint Workshop	Meeting notes		
	1.3.b Pop-up events	Feedback summary		
	1.3.c Vision Ideas Board	Ideas board summary		
	1.4 Economic Priority Initiatives	Established priority initiatives		
2: Existing Economic Development Initiatives	2.1 Boundary Analysis	Boundaries of each area	February 2024	\$10,000
	2.2 Areas SWOT Analysis	Areas SWOT analysis		
	2.3.a City SWOT Analysis: Comprehensive Plan/FLUM	City SWOT analysis: CPA		
	2.3.b City SWOT Analysis: LDR/Zoning	City SWOT analysis: LDR		
	2.3.a City SWOT Analysis: Economic Initiatives	City SWOT analysis: Economic		
	2.4 City Existing conditions report	Existing conditions report		
3: New Economic Development Initiatives	3.1 Best practices approach to design, architecture, and codes	Best practices report	May 2024	\$20,000
	4.2 Framework assessment	Framework assessment report		
	3.3 Community forums on proposed initiatives	Community input summary		
	3.4 Prioritized economic initiatives for future practices	Economic development initiatives strategy		
			Total:	\$45,000

An aerial photograph of a city, likely San Francisco, showing a mix of urban buildings, streets, and greenery. A large white rectangular box is positioned in the bottom left corner, containing the number '6' and the 'JBPRO' logo. The text 'Attachments and Required Documents' is overlaid in white on the right side of the image.

Attachments and Required Documents

6

JBPRO

Acknowledgement of Addendum Receipt

At this time no Addendums have been posted

Non-Collusion Affidavit

CITY OF WILLISTON NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF LEVY

Anthony J. Brown Jr., PE, being first duly sworn deposes and says that:

- (1) He/She/They is/are the Owner
(Owner, Partner, Officer, Representative or Agent) of
JBrown Professional Group Inc. the PROPONENT that has submitted the attached proposal;
- (2) He/She/They is/are 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 PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (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 PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Kathie E.
Witness

James N. Nambour
Witness

By: Anthony J. Brown Jr.
Signature

Anthony J. Brown Jr., PE, President
Print Name and Title

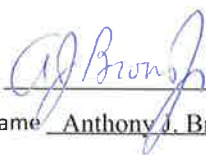
Certification Regarding Debarment, Suspension

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:
 - A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.
 - A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
 - B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.
 - D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS SELECTED BIDDER
COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature



Printed Name Anthony J. Brown Jr., PE, President

Proposer Qualifications

PROPOSER QUALIFICATIONS

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: JBrown Professional Group Inc.

Address: 3530 NW 43rd Street

City, State, Zip: Gainesville, FL 32606 Phone/Fax: p: (352) 375-8999 f: (352) 375-0833

Check One: Corporation ☒ Partnership ☐ Individual ☐

2. If Corporation, state:

Date of Incorporation: 09/1995 State in which Incorporated: Florida

3. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

4. **Name and Title of Principal Officers** **Date Elected:**

Anthony J. Brown Jr., PE, President 09/1995

5. The length of time in business: 28 years

6. The length of time (continuous) in business as a service organization in Florida:
28 years

7. Provide a list of at least five commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Williston specification, during the last twenty-four months. See Next Page

8. A copy of County and/or Municipal Occupational License(s)

See Certificate of Authorization

References

Marion County

Contact: Greg Harrell

Phone: (352) 671-5604

Email: greg.harrell@marioncountyclerk.org

Address: 601 SE 25th Ave,
Ocala, FL 34471

City of Palm Coast

Contact: Ray Tyner

Phone: (386) 986-3745

E-mail: rtyner@palmcoastgov.com

Address: 160 Lake Avenue
Palm Coast, FL 32164

Alachua County

Contact: Ramon Gavarrete

Phone: (352) 374-5245

Email: rgavarrete@alachuacounty.us

Address: 12 SE 1st Street, 3rd Floor
Gainesville, Florida 32601

City of Palatka

Contact: Lisa Walsh

Phone: (386) 329-0100 ext 327

Email: building-zoning@palatka-fl.gov

Address: 1201 N 2nd Street,
Palatka, FL 32177

Putnam County

Contact: Leigh Doran

Phone: (386) 329-0212

Email: leigh.doran@putnam-fl.gov

Address: 2509 Crill Avenue
Palatka, FL 32177

Clay County School Board

Contact: Bertie Staefe

Phone: (904) 336-6736

Email: bertha.staefe@myoneclay.net

Address: 900 Walnut Street
Green Cove Springs, FL 32043

Drug Free Workplace

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the City of Williston for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

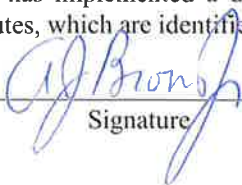
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Anthony J. Brown Jr., PE, the _____
(Name)
President of JBrown Professional Group Inc.
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

09/11/2023

Date


Signature

Insurance Certificate



JBROPRO-01

T.JOHNSON3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Florida 2811 NW 41st Street Gainesville, FL 32606	CONTACT NAME: PHONE (A/C, No, Ext): (352) 377-2002 FAX (A/C, No): (352) 376-8393 E-MAIL: ADDRESS:														
INSURED JBrown Professional Group 3530 NW 43 Street Gainesville, FL 32606	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Westfield Companies</td> <td>24112</td> </tr> <tr> <td>INSURER B: Bridgefield Employers Insurance Company</td> <td>10701</td> </tr> <tr> <td>INSURER C: QBE Insurance Corporation</td> <td>39217</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Westfield Companies	24112	INSURER B: Bridgefield Employers Insurance Company	10701	INSURER C: QBE Insurance Corporation	39217	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CWP0754997	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			CWP0754997	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	830-53009	10/1/2022	10/1/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			ANE43971-02	12/30/2022	12/30/2023	Aggregate limit 1,000,000
C	Professional Liab			ANE43971-02	12/30/2022		Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Informational Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

Certificate of Authorization

JBPro is properly licensed to practice in the State of Florida. You can find our the licences of our firm and employees below.

State of Florida Department of State

I certify from the records of this office that JBROWN PROFESSIONAL GROUP INC. is a corporation organized under the laws of the State of Florida, filed on September 20, 2013.

The document number of this corporation is P13000078056.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 2, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Second day of February, 2023*



[Signature]
Secretary of State

Tracking Number: 330152761CC

To authenticate this certificate visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Files/CertificateOfStatus/CertificateAuthentication>

The American Institute of Certified Planners

The Professional Institute of the American Planning Association

hereby qualifies

Kathleen D. Wilson-Ebaugh

as a member
with all the benefits
of a Certified Planner and
responsibility to the
AICP Code of Ethics
and Professional Conduct

Certified Planner Number: 020818

July 25, 2006

PRO SUBJECT

EXECUTIVE DIRECTOR



Ron DeSantis, Governor

Julie L. Brown, Secretary

dbpro

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

FELIX, DUSTIN LONDON

13444 GRAN BAY PARKWAY APT 119
JACKSONVILLE FL 32258

LICENSE NUMBER: LA6667445

EXPIRATION DATE: NOVEMBER 30, 2023

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



This certifies that

John Gilreath

has met the standards for ethical conduct and professional practice as established by the
GIS Certification Institute for the recognition as

**Certified Geographic Information Systems (GIS)
Professional (GISP)**

and is therefore entitled to all the rights and privileges thereunder.

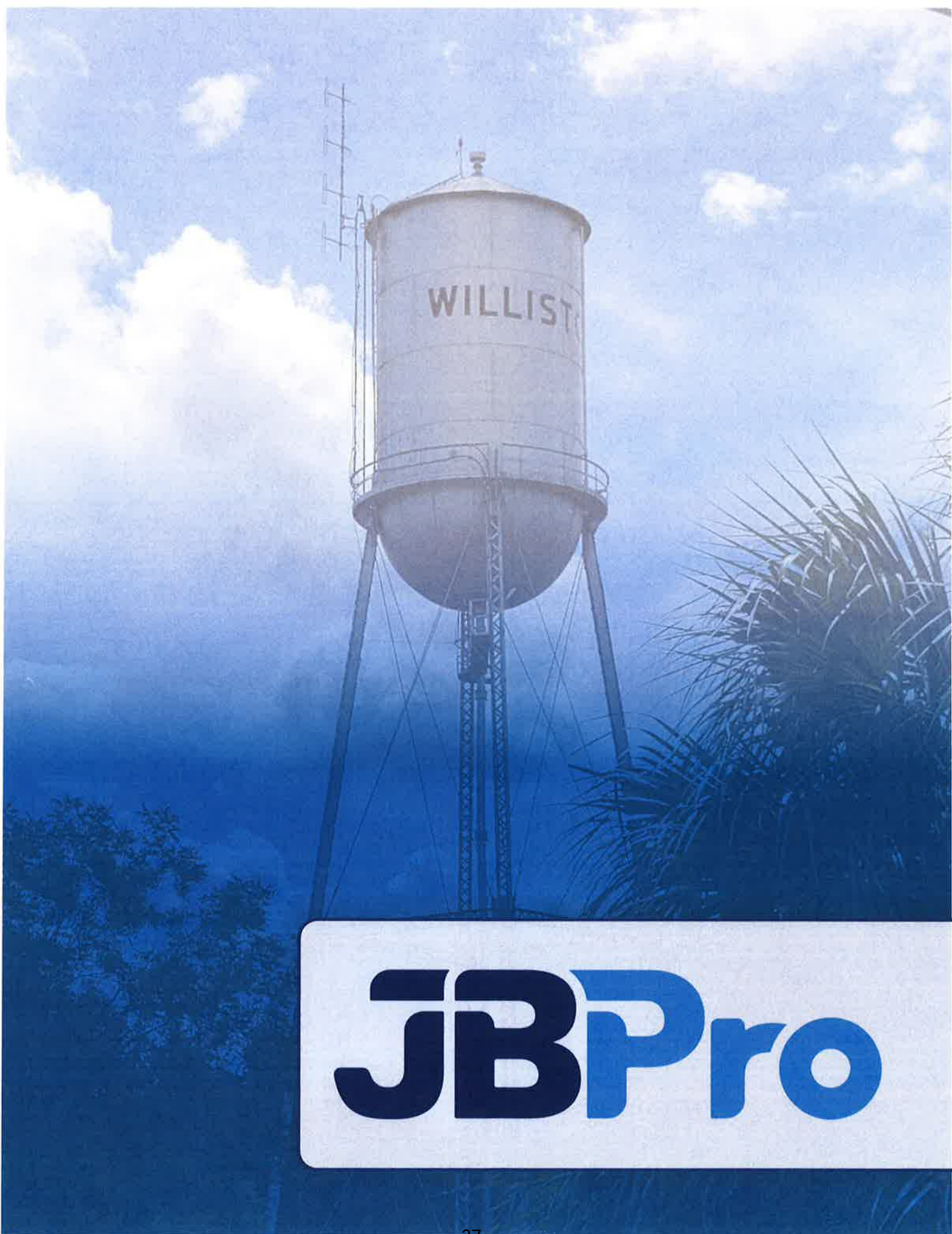
This grant of certification shall expire or be deemed inactive on 11/25/2025 unless, by that date, the individual
shall have successfully completed recertification.

Certification Number 90088

Date of Initial Certification 11/25/2014

[Signature]
Jochem Albrechts
GISCI President

[Signature]
Terry Spick, GISP
GISCI Executive Director



JBPro

September 14, 2023

Laura Jones
Community Development Director
City of Williston
50 NW Main Street
Williston, FL 32636

Re: **City of Williston Downtown Master Plan**
Scope of Work

Dear Ms. Jones:

JBrown Professional Group Inc. (JBPro) is pleased to submit our proposal to provide planning services for the **City of Williston Downtown Master Plan**. This project will be a collaborative effort led by the City of Williston in partnership with the JBPro team. The collaborative project team will use this opportunity to develop an economic development strategy for the downtown of the city and surrounding neighborhoods and commercial areas that is tailored specifically to Williston's unique needs, goals, and economic character.

JBPro is a full-service development services firm with over three decades of experience providing exceptional service to cities like Williston. JBPro's Planning Director, Kathie Ebaugh, AICP, MPA, will lead the project as the project manager. With over twenty-seven years' planning experience in community planning and design, urban-suburban-rural context planning, and long-range planning, Kathie is a proven planning professional with the knowledge and capabilities to execute the County's planning processes. Planning assistance for the project will be provided by other members of the JBPro staff.

I. **Scope of Services:**

JBPro proposes to provide the following scope of services for the project.

Deliverable 1: Greater Downtown Area Economic Vision and Priority Initiatives.

Task 1 Vision Community Engagement

Community discussions to set a clear vision for the greater downtown area's economic future. These discussions will be the basis for the economic assessment and identification of new initiatives for the downtown and surrounding neighborhoods and commercial area. The community economic development discussions will include:

- Separate workshops with the appointed and elected boards.
- Interviews with key economic stakeholders from city staff (e.g., city manager, community development director, airport director), community economic organizations (e.g., CRA board, Chamber of Commerce), businesspeople, residents, and community leaders.
- Up to 3 pop-up events to be coordinated with city events or festivals.
- A vision ideas board to gather community input; and
- A community open house interactive forum.



Civil Engineering



Surveying



Landscape Architecture



Planning



GIS



Construction Services

Task 2 Economic Development Vision

Establish vision for the greater downtown area's development efforts. Specific items to address will include:

- Well-defined boundaries, intersections and land use designations for the downtown and surrounding neighborhoods and commercial areas.
- Improvements that will be addressed:
 - Streetscape near the intersection of the downtown
 - Well-defined crosswalk near downtown intersection
 - EV charging stations
- Changes to planning policies and regulatory tools, utility infrastructure, and economic area design standards for the greater downtown area; and
- Desired economic development programs and projects for the greater downtown area.

Task 3 Priorities Initiatives Community Engagement

Community discussion to prioritize planning and economic development initiatives—land use map designations, policies, and standards, design standards, utility infrastructure, and economic programs. The community economic development discussion will include:

- A joint workshop with the appointed and elected boards.
- Interviews with key economic stakeholders from city staff (e.g.: city manager, community development director, airport director), community economic organizations (e.g.: CRA board, chamber of commerce), and businesspeople.
- Up to 2 pop-up events to be coordinated with city events or festivals.
- A prioritization board to gather community input; and
- A community open house interactive forum.

Task 4 Priorities Initiatives

Prioritize economic development initiatives in the greater downtown area related to:

- Updated economic and mixed-use lands boundaries and designations within the downtown and surrounding neighborhoods and commercial areas.
- Updated economic development comprehensive plan goals, objectives, policies and land development regulatory standards, design standards and architectural guidelines, utility zones, and economic area design standards for the greater downtown area; and
- Economic development programs and projects for the greater downtown area.

Due Community Engagement Vision. Due February 2024
 Community Engagement Initiatives priorities. Due April 2024
 Economic development vision and priority initiatives. Due May 2024

Deliverable 2: Economic Development Conditions Assessment

Assess the city's economic development conditions related to economic programs and projects, land use standards, design studies, and other economic initiatives for application within the city's downtown.

Task 1 Economic Boundaries.

Define the boundaries for the city's downtown.

Task 2 Economic Conditions Assessment.

Assess the conditions related to infrastructure, land use patterns, and economic activities within the identified areas.

Task 3 SWOT Analysis.

Analyze strengths and challenges of the downtown's existing economic practices and standards including:

- Comprehensive plan goals, objectives, and policies including the Future Land Use Map.
- Land development regulations including zoning designations.
- Design guidelines and architectural standards; and
- Economic development conditions assessment.

Due February 2024

Deliverable 3: New Economic Development Initiatives

Initiate new development standards, planning practices, design guidelines and architectural standards, regulatory tools, and economic projects and programs to foster development of the city's downtown.

Task 1 Economic Initiatives Framework

Develop a framework for implementing economic development initiatives related to policy standards, development requirements, design guidelines, architectural standards, utility services, and economic programs.

Task 2 Framework Assessment

Assess the project framework initiatives to determine ability to achieve city goals based on feasibility, schedule, impact, and alignment with city goals.

Task 3 Economic Development Implementation Strategy

Adopt an economic development implementation strategy with brief descriptions, funding sources, and timelines for:

- Proposed land use and boundary maps for the downtown center.
- Draft policy standards and development requirements.
- Draft design guidelines and architectural standards.
- Draft updates to utility service areas; and
- Draft programs and projects.

Due: May 2024

I. Fees:

As shown on the attached budget, JBPro offers a total project scope for \$45,000.

The JBPro team assumes that the city data needed for the analysis is readily available and will be provided to the team by the county. Additional costs may be required if the JBPro team must spend time creating or collecting data necessary to complete the analysis. Any additional costs will be billed at the professional.

II. Acceptance:

The undersigned hereby agrees to the terms, limitations, and fees as delineated in this proposal.

Kathie Ebaugh, AICP
Director of Planning
JBPro

Debra Jones
City Council President
City of Williston

Attest By:

Latricia Wright
City Clerk
City of Williston

Budget

Project Deliverables, Tasks, Due Dates, and Cost					
Deliverable	Tasks	Outcomes /Project Documentation	Due Date	Costs	
Deliverable 1: Economic Vision & Priority Initiatives	1.1.a Joint Workshop	Meeting notes	February 2024	\$15,000	
	1.1.b Pop-up events	Feedback summary			
	1.1.c Vision Ideas Board	Ideas board summary			
	1.1.d Interactive Forum	Meeting notes			
	1.2 Economic Vision	Adopted vision			
	1.3.a Joint Workshop	Meeting notes	May 2024		
	1.3.b Pop-up events	Feedback summary			
	1.3.c Vision Ideas Board	Ideas board summary			
	1.3.d Interactive Forum	Meeting notes			
	1.4 Economic Priority Initiatives	Established priority initiatives			
Deliverable 2: Existing Economic Development Initiatives	2.1 Boundary Analysis	Boundaries of each area	February 2024	\$10,000	
	2.2 Areas SWOT Analysis	Areas SWOT analysis			
	2.3.a City SWOT Analysis: Comprehensive Plan/FLUM	City SWOT analysis: CPA			
	2.3.b City SWOT Analysis: LDR/Zoning	City SWOT analysis: LDR			
	2.3.c City SWOT Analysis: Design Standards	City SWOT analysis: Design			
	2.3.a City SWOT Analysis: Economic Initiatives	City SWOT analysis: Economic			
	2.4 City Existing conditions report	Existing conditions report			
Deliverable 3: New Economic Development Initiatives	3.1 Best practices approach to design, architecture, and codes	Best practices report	May 2024	\$20,000	
	4.2 Framework assessment	Framework assessment report			
	3.3 Community forums on proposed initiatives	Community input summary			
	3.4 Prioritized economic initiatives for future practices	Economic development initiatives strategy			

Total:

\$45,000

Date: 9/19/2023

COUNCIL AGENDA ITEM

RESOLUTION 2023-73:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE PASSERO ASSOCIATES SUPPLEMENTAL AGREEMENT 23-25 REGARDING THE TAXIWAY G. REALIGNMENT PROJECT; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SAME ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE

REQUESTED BY: BENTON STEGALL, AIRPORT MANAGER
PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

FISCAL IMPACTS:. Grant funded, no cost to the City.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2023-73	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

COUNCIL ACTION:

☐ APPROVED

☐ DENIED

RESOLUTION NUMBER 2023-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE PASSERO ASSOCIATES SUPPLEMENTAL AGREEMENT 23-25 REGARDING THE TAXIWAY G. REALIGNMENT PROJECT; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SAME 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 to ensure compliance with FAA standards; and

WHEREAS, the City of Williston has received FAA grant funding related to such project; and

WHEREAS, Passero Associates, in accordance with their pre-existing contract with the City, will operate as the oversight entity and project manager on behalf of the City of Williston for the work to be completed on the Taxiway G Realignment project; and

WHEREAS, Passero Associates has submitted a supplemental agreement (attached hereto as Exhibit "A") regarding their role in the Taxiway G Realignment project; and

WHEREAS, it is in the best interest of the City of Williston to execute the Supplemental Agreement between Passero Associates and the City of Williston

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 Supplemental Agreement 23-25 attached hereto as Exhibit "A".

Section 3. The City Council President is hereby authorized to execute on behalf of the City the Supplemental Agreement.

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

PASSED AND ADOPTED at a meeting of the City Council this 19th day of September 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:**

Approved as to Form and Legality:

Latricia Wright, City Clerk

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

City of Williston



Williston Municipal Airport (X60)

Taxiway G Realignment

Grant Administration, Topographical Survey, Geotechnical Investigation and Ground Penetrating Radar, Engineering Design, Bid Phase Services, and DBE Plan Update

By
Passero Associates, LLC
(Passero Project No. 20090041.0025)

Supplemental Agreement 23-25

Supplemental Agreement 23-25 Airport Project

PASSERO ASSOCIATES ("PA" or "Consultant") agrees to perform the following services, in accordance with the terms and conditions of this Supplemental Agreement, including Schedule C – Federal Contract Provisions, and the Professional Services Agreement with the City of Williston (Owner or "Client") for Engineering and Consulting Services dated June 21, 2022, all of which terms and conditions are incorporated herein by reference.

Project Location: Williston Municipal Airport, Williston, FL.

Project Description: This project shall consist of Taxiway G Realignment, including demolition of the existing non-standard in-line taxiway at the approach of Runway 23, construction of a portion of the new taxiway at the correct location and rehabilitation of existing taxiway back to existing hangars.

Scope of Basic Services: Engineering Design, Bid Phase Services, and Grant Administration.

Scope of Special Services: Topographic Survey, Geotechnical Investigation, Ground Penetrating Radar, and DBE plan update.

Client Project Coordinator: Benton Stegall, Airport Manager

PA Program Manager: Brad Wentz, P.E., V.P./ SE Services Director

PA Project Manager: Matt Singletary, P.E.

Basic Services Compensation and Method of Payment: Not-to-Exceed: \$132,715.00 (See Exhibit B)

Special Services Compensation and Method of Payment: Not-to-Exceed: \$35,085.00

Total Project Cost: Not-to-Exceed: \$167,800.00

Schedule: To be determined as soon as Notice to Proceed is issued.

Meetings: Pre-Construction and progress Meeting, substantial and final walkthrough.

Deliverables:

1. Construction Plans and bid documents.
2. Construction Safety and Phasing Plan.
3. Letter of Recommendation or Rejection of Bids; Bid Tabulation; Construction Agreement Form; Notice of Award.
4. Completed FAA Grant Application for City Signatures and submission to the FAA.
5. DBE Plan Update.

"Consultant"

Passero Associates, LLC

BY: Bradley Wentz
Bradley Wentz, Vice President

ATTEST BY: Angela Witt
Angela Witt, Grants/Contracts Administrator

Date: 6/1/2023

"Client"

City of Williston

BY: _____
Debra Jones, President, Williston City Council

ATTEST BY: _____
Latricia Wright, City Clerk

Date: _____

Attachment A - Scope of Work
Taxiway G Realignment at
Williston Municipal Airport (X60), Florida

I. Project Description

The existing Taxiway G is aligned with Runway 23 and therefore does not meet FAA standards. Further, the existing taxiway pavement is in failed condition (PCI=7). The Taxiway G Realignment Project will include demolition of the existing non-standard in-line taxiway at the approach of Runway 23, construction of a portion of the new taxiway at the correct location and rehabilitation of existing taxiway back to existing hangars. Project includes pavement demolition, new bituminous pavement, bituminous pavement rehabilitation, grading, drainage, new taxiway edge lighting and runway threshold lights and pavement marking.

This project also includes an update to the Airport's DBE Plan FY24-FY26, which primarily consists of the development of a Disadvantaged Business Enterprise (DBE) Goal and Methodology for future projects.

II. Basic Services

Passero Associates, LLC (Consultant) will provide the following basic services to assist the City of Williston (City) with the Design Phase of the Taxiway G Rehabilitation Project. The Project shall be designed in accordance with applicable FAA standards including but are not limited to:

- Advisory Circular 150/5300-13B, Airport Design
- Advisory Circular 150/5320-5D, Airport Drainage Design
- Advisory Circular 150/5320-6G, Airport Pavement Design and Evaluation
- Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction
- Advisory Circular 150/5370-10H, Standards for Specifying Construction of Airports

A. Grant Administration and Project Management Phase:

The Consultant shall assist the City with FAA and FDOT during the design, bid and DBE update phases. The Consultant shall prepare the required paperwork to secure funds for the Project. The specific services to be provided or furnished for this Phase are the following:

1. Assist the City in the preparation and input of this project's information into their airport JACIP program and corresponding JPM (Management) module, as needed.
2. Assist in the preparation of reimbursement request packages, for coordination and execution by City, including submissions to FDOT, as needed.
3. Consultant shall sign, stamp, and upload the Engineer's certifications of plans and specifications to JACIP.
4. Consultant shall upload plans and specifications into JPM.
5. Consultant shall create "Non-Rule making Airport" (NRA) case on FAA OE/AAA site for FAA review of the project construction.
6. Assist City in compiling and submitting necessary project closeout documents required by FDOT.
7. Serve as direct support to City liaisons with FDOT, as requested.

B. Preliminary Design Phase

1. Review existing documents such as record drawings, specifications, studies and reports of relevant project data.
2. Visit the site to observe field conditions and validate the existing database.

3. Meet with the City to review scope of work and clarify project design requirements, construction sequencing and operational concerns.
4. Perform topographic survey.
5. Perform Geotechnical Investigation.
6. Perform Ground Penetrating Radar Analysis.
7. Prepare preliminary site layout and grading design.
8. Prepare preliminary construction safety and phasing plan.
9. Prepare preliminary construction plans, general specifications and preliminary technical specifications, design report and probable construction cost for review by the City, FAA, FDOT.
10. Meet with the City to review the preliminary plans. Items which require further design refinement will be identified and addressed in the Final Design Phase.

C. Final Design (Bid Document) Phase

1. Finalize the site layout and grading design.
2. Prepare final construction plans, supplemental documents, and construction phasing plans.
3. Submit form 7460-1 to FAA for Obstruction Evaluation / Airport Airspace Analysis (OE/AAA).
4. Prepare final bid schedule and final probable construction cost estimate.
5. Submit final documents to the City, Federal Aviation Administration, and FDOT for final review and comment.

Anticipated Construction drawings include:

- a. Cover Sheet
 - b. Schedule of Values and Index of Sheets
 - c. General Notes and Details
 - d. Contract Layout and Control Plan
 - e. Demolition Plans
 - f. Pavement Repair Plans and Details
 - g. Typical Sections and Pavement Junction Details
 - h. Geometry Plans
 - i. Grading Plans
 - j. Drainage Repair/Lining and Profile Plan, Notes and Details
 - k. Lighting and Signage Plan, Notes and Details
 - l. Pavement Marking Plan, Notes and Details
6. The Consultant design team and the City will conduct a final design review meeting to discuss contents, costs and other comments.
 7. Provide electronic file of final documents to the City.

D. Bid Phase

1. Consultant will assist the City with the legal advertisement of the project. The bid schedule and bid documents will be posted on the Consultant's website. The Plan Rooms specified in the advertisement will be provided with electronic copies of these documents.
2. Questions from potential bidders will be directed to Consultant and answered by addendum (if required).
3. Consultant and City will schedule and hold a pre-bid conference prior to the scheduled bid opening. The meeting's attendance log will be published on the Consultant's website. Minutes of the pre-bid conference, conducted by the Consultant, will be prepared by Consultant, and published via Addendum.

4. Consultant will assist the City at the bid opening. Consultant will review the bids received for conformance with the contract documents.
5. Consultant will prepare bid tabulation for the City.
6. Consultant shall make a recommendation of award or rejection of bids, as appropriate, to the City.

E. DBE Plan Update and Goal

Receipt of a grant from the Florida Department of Transportation (FDOT) and/or FAA is anticipated in the future, which will reimburse the Sponsor for costs associated with the preparation of the DBE Plan. More specifically, the Planning Phase Services will include the following elements of work:

1. Prepare work scope and fees.
2. Scoping calls/e-mails with FDOT Aviation, Sponsor, Consultant, and Subconsultant.
3. Provide a proposed legal advertisement for public input into proposed DBE goals for the Early County Airport within seven (7) working days of the issuance of a "Notice to Proceed".
4. Develop interim goals for DBE participation in FAA projects with its associated methodology for the Early County Airport for coordination with the FAA within seven (7) working days following the issuance of a "Notice to Proceed".
5. Within seven (7) working days, following final input from the public pertaining to proposed DBE goals, establish final goals and methodology for submission to FAA.
6. Develop a DBE Plan in accordance with 49 CFR, Part 26, suitable for final coordination with the Sponsor and the FAA.
7. Conduct stakeholder consultation teleconference.
8. Submit all documents to the FAA through civil-rights-connect.

F. Clarification of Responsibility

The Client acknowledges that the Contractor, in accordance with the Contract Documents, is solely responsible for the completion of the Project in a quality and timely manner. Passero Associates' (Consultant's) construction-phase work tasks for the Project are limited to those specified in this Scope of Work.

The Client acknowledges that at no time will Passero Associates' responsibilities include supervision or direction of the actual work by the Contractor or its employees, subcontractors, or suppliers.

The Client acknowledges that the Contractor is aware that neither the approval of contractor shop drawings nor the presence of Passero field representatives nor the observation of the work by Passero representatives shall excuse the Contractor in any way from defects discovered in the Work.

The Client acknowledges that the Contractor is responsible for project site safety. Passero staff will not control, direct or be responsible for construction means, methods, techniques, sequences (other than specified in the Construction Phasing Plan) or procedures in connection with the Contractor's work.

If construction extends the anticipated completion date of 120-calendar days, a supplemental Work Order to extend Passero Associates' services may be required.

III. Special Services

1. Special services for this project are Geotechnical investigation, topographic survey, GPR report.
2. Disadvantage Business Enterprise Plan, Project DBE Goal for Taxiway G rehabilitation Construction and Uniform Report Reporting (Taffy Pippin Consulting, LLC)
3. This Phase of the Project does not include any other special services. However, if during the later stages of the design phase of this project, other special services are needed, such services shall be performed by

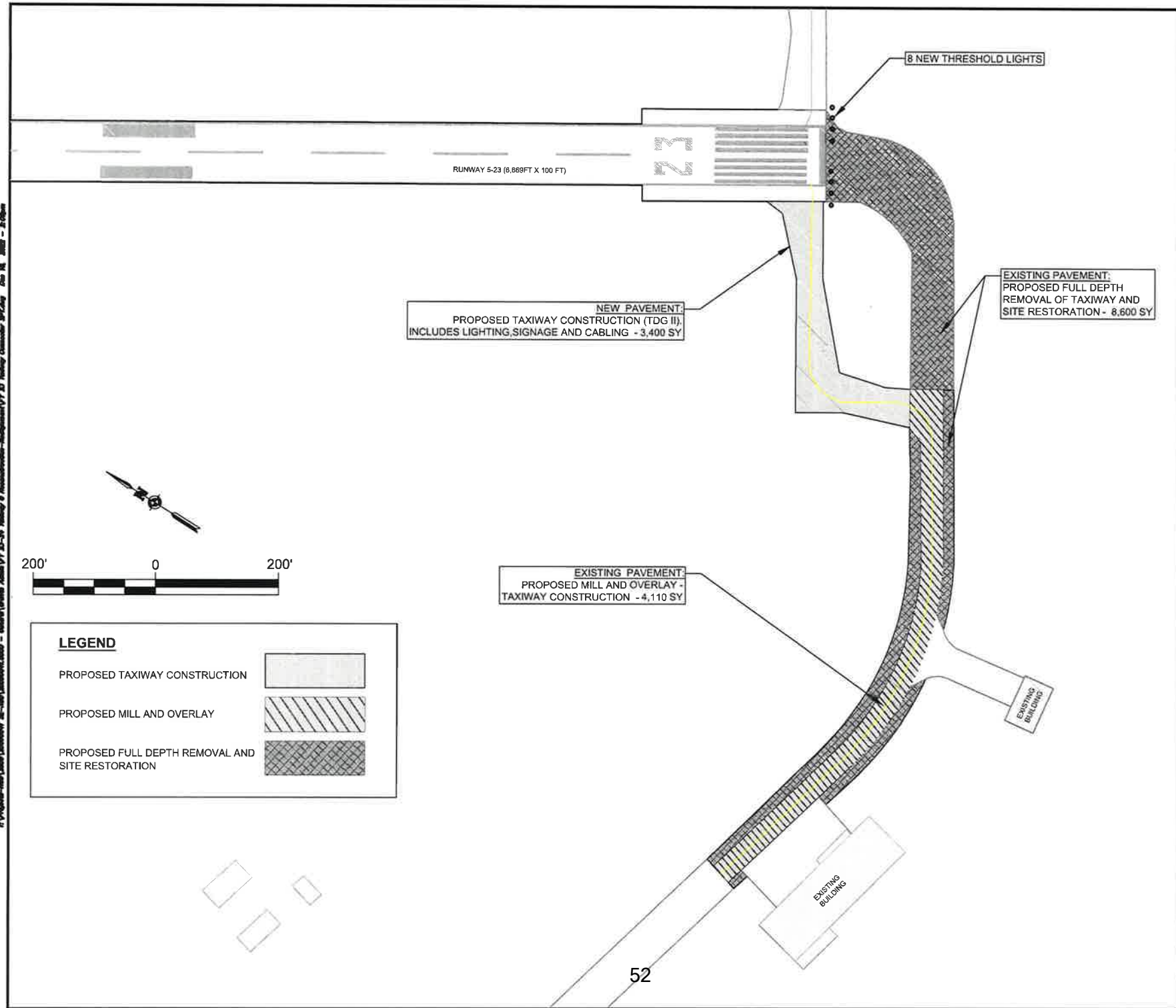
the Consultant for additional compensation and only as requested and agreed to by the Consultant and City, and approved, in writing, by the City.

IV. Other Considerations

1. This project does not include the following services:
 - a. Construction administration services
 - b. Environmental assessment
 - c. Any other services not specifically listed above in the agreement.
2. If other services are needed due to unforeseen circumstances affecting the nature or scope of the Project, they shall be performed by the Consultant only as agreed upon by the Parties and as approved by the City in writing prior to such services being rendered.
3. The City is responsible for providing complete and thorough data in a timely fashion as requested by Passero, including all necessary data from Airport archives. Passero shall have the right to rely on this data and Passero is not responsible for data that is not provided during this Agreement.

End of Scope of Services.

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CIP FY 2023

CITY OF
WILLISTON

Client:



50 NW MAIN STREET,
P.O. BOX 160
WILLISTON, FL 32696

Passero Associates
3855 Shallowford Rd.
Marietta, GA 30067 (478) 577-9989
Fax: (478) 577-9989

Principal/Charge: BJW
Project Manager: MS
Designed by: BCS

Revisions		
No.	Date	Description

Project Name:

**FY 2023
TAXIWAY
CONNECTOR
CONSTRUCTION**

Project No.:
20213184.0010

Date:
OCTOBER 2022

Drawing Title:
CONCEPT SKETCH

Drawing No.:



Cal -Tech Testing, Inc.

- Engineering
- Geotechnical
- Environmental

LABORATORIES

P O Box 1625 • Lake City, FL 32056
Tel (386) 755-3633 • Fax (386) 752-5456

7540 103rd Street, Suite 215, Jacksonville, FL 32210
Tel (904) 381-8901 • Fax (904) 381-8902

February 28, 2023

Mrs. Leona Lewis P.E.
Passero Associates, LLC
4730 Casa Cola Way, Suite 200
St. Augustine, Florida 32095

**RE: Proposal for Geo. Engineering Exploration & Soil Field Permeability Testing
Williston Municipal Airport-Taxiway G Realignment
Williston, Florida**

Dear Mrs. Leona Lewis, P.E.:

Cal-Tech Testing, Inc. (CTTI) is pleased to submit this proposal to perform a geotechnical engineering exploration and soil field permeability for the proposed Taxiway G realignment at the Williston Municipal Airport in Williston, Florida.

SITE & PROJECT INFORMATION

Based on the Concept Sketch and RFP provided to us, the airport plans on realigning Taxiway G and requires determination of subsurface soil conditions, pavement evaluation and soil permeability parameters to aid in the design and construction of the project.

SCOPE OF SERVICES

Per your request, the scope of services will consist of drilling two (2), 15-ft-deep, Standard Penetration Test (SPT) borings along the taxiway proposed realignment; two (2), 15-ft-deep, SPT borings and associated soil field permeability testing at proposed stormwater management facilities; three (3), 10-ft-deep, SPT borings along the portion of the existing taxiway pavement to be milled and overlaid and three (3) cores along the portion of the existing taxiway to be removed. Three additional pavement cores will be required prior to drilling the SPT borings along the portion of the existing taxiway pavement to be milled and overlaid. In addition, we will bulk sample soils at one (1) location along the proposed realignment for determination of the subgrade strength through the laboratory California Bearing Ratio test.

The SPT borings will be laid out by our field crew using a Ground Positioning System (GPS) hand-held device and coordinates provided by you.

The SPT borings will be drilled in general accordance with applicable ASTM standards and backfilled with soil cuttings or grouted (pavement portion to be milled and overlaid) at completion. CTTI will transport the soil samples and core specimens to our laboratory for examination and additional testing as required by our geotechnical engineer for classification in general accordance with the Unified Soil Classification System.

Prior to the drilling work, we will contact the Sunshine One-Call Center to mark-out the location of known underground utilities in the area of the proposed boring.

At completion of the field and laboratory work, we will prepare a report summarizing the work done and presenting the subsurface soil conditions with groundwater table, estimated Seasonal High Groundwater Table and other pertinent soil permeability parameters required for design of stormwater management facilities along with our geotechnical engineering evaluations and recommendations for site preparation and construction of the realignment pavement.

ESTIMATED FEE

Based on the proposed scope of services and assuming accessibility to the boring location (vegetation clearance by others) without delays the fee for our geotechnical engineering exploration is as follows:

Mobilization	\$ 650.00
SPT Borings (90 ft. @ \$14.50/ft)	\$1,305.00
Borehole Grouting (30 ft. @ \$6/ft)	\$ 180.00
Soil Field Permeability Test (2 @ \$210 each)	\$ 420.00
Pavement Core (6 @ \$125 each)	\$ 750.00
Laboratory Soil Testing (Soil Classification)	\$ 200.00
Laboratory CBR (1 @ \$ 425 each)	\$ 425.00
Management (utility clearance, boring layout, etc.)	\$ 300.00
Engineering and Report Preparation	\$1,080.00
Administration	\$ 55.00
Total (valid for 90 days)	\$5,365.00

Schedule

We anticipate that our field work will encompass two (2) working days. Our report should be issued within 5 working days of completion of the field and laboratory work.

Limitations

The soil boring detailed in this proposal presumes standard geotechnical drilling and does not include provisions for drilling through or into environmentally contaminated material.

Authorization

If this proposal is acceptable, please authorize us to proceed with the proposed services by signing below and return to our office. A sub-contract agreement will also be sufficient as authorization.

Proposal for Geotechnical Engineering Exploration & Soil Field Permeability Testing
Williston Municipal Airport-Taxiway G Realignment
Williston, Florida


Closing

CTI appreciates the opportunity to provide this proposal and we look forward to serving you on this and future projects. If you have any questions please contact us at our Lake City, FL office (386) 755-3633.

Sincerely,

Cal-Tech Testing, Inc.


Ivan H. Marciano, MSCE, P.E.
Sr. Geotechnical Engineer



Mike Stalvey, Jr.
Vice-President

Proposal for Geotechnical Engineering Exploration & Soil Field Permeability Testing-
Williston Municipal Airport, Taxiway G Realignment, Williston Florida

Name of Representative
(Print)

Date

Title:

Representative Signature:



February 24, 2023

Ms. Leona Lewis, PE
Passero Associates
4730 Casa Cola Way Suite 200
St. Augustine, FL 32095

**Subject: Proposal to Perform a Geophysical Investigation
Taxiway G Realignment Site
Williston, Florida
GeoView Proposal Number: 10407p**

Ms. Lewis,

The purpose of this letter is to transmit a proposal to complete a geophysical investigation at the subject site. This proposal is in response to your request for proposal made during your recent conversations with our office. GeoView, Inc. appreciates the opportunity to provide our services on this project. We look forward to hearing from you soon.

Sincerely,

GEOVIEW ASSOCIATES, INC.

Stephen Scruggs, P.G.
Senior Geophysicist
Florida Professional Geologist Number 2470

Enclosure

A Geophysical Services Company

5710 First Avenue South
St. Petersburg, FL 33707

Tel.: (727) 209-2334
Fax: (727) 328-2477

Proposal

This document shall serve as a proposal for work to be performed by GeoView, Inc. (GeoView) for Passero Associates.

Description of Site

The project site is referred to as the Taxiway G Realignment Site and is located at 1800 SW 19th Ave in Williston, Florida. The site is approximately 9 acres in size and is shown on Figure 1 (page #6). The survey area is reported to be accessible to the geophysical investigation. The purpose of the geophysical survey will be to determine the presence and location of potential karst (sinkhole)-related geological features that may be present with the boundaries of the project site.

Scope of Work

GeoView will provide geophysical surveying services at the project site. The geophysical survey will be conducted using Ground Penetrating Radar (GPR) and if requested, Electrical Resistivity Imaging (ERI).

GPR

The GPR survey will be performed using either a Mala GPR system. A low-frequency antenna will be used for the investigation in order to obtain the maximum exploration depth possible across the project site. The GPR survey will be conducted across a series of perpendicular transects spaced 10 ft apart in the accessible portions of the project site. The GPR data will be collected using an all-terrain vehicle. Position control for the GPR data will be obtained using an integrated GPS system which will provide an anticipated accuracy of +/- 1 to 2 ft. The GPR data will digitally recorded for both analysis and archiving purposes.

The ability of GPR to collect interpretable information at a project site is limited by the attenuation (absorption) of the GPR signal by underlying soils. Once the GPR signal has been attenuated at a particular depth, information regarding deeper geological conditions will not be obtained.

ERI (if requested)

The ERI survey will be conducted using the Advanced Geosciences, Inc. Sting R8 automatic electrode resistivity system. A proposed total of four ERI transects will be performed with an electrode spacing of 10 feet (ft) as shown on Figure 1. The proposed transects will range in length from approximately 400 to 1,000 ft. The anticipated maximum depth of exploration for the ERI study will be 80 to 150 ft bls. The ERI data will be analyzed using EarthImager 2D, a computer inversion program, which will provide two-dimensional vertical cross-sectional resistivity model (pseudo-section) of the subsurface. GeoView will only perform

the geophysical survey in the areas that are accessible without land clearing.

If requested GeoView can provide drone aerial imagery services to document site conditions as they exist at the time of the geophysical site investigation. All images will be geo-rectified in order to provide a scaled and orthographically correct base map upon which the results from the geophysical investigation will be presented. High resolution images will be collected with a DGI m300 drone with a Zenmuse P1 camera. Lidar surveying services can also be provided using a Zenmuse L1 or equivalent. GeoView's drone pilots are FAA Part 107 licensed, and the imagery will be collected per FAA guidelines when working in both urban areas and near commercial airports. Cost for arial imagery services upon request.

Presentation of Results

Results of the investigation will be presented as a final report. As part of the final report an ACAD site drawing will be provided which indicates the location, lateral extent and apparent centers of any areas where potential sinkhole features are present. The final report will be submitted to you within 7 days of completion of the fieldwork.

Compensation

Cost to complete the survey will be as follows:

- GPR Survey - \$4,200
- ERI Survey (if requested) - \$4,600

****Additional ERI transects can be performed at a cost of \$2 per linear ft.***

This price is inclusive of all charges associated with the project. Unless otherwise agreed upon, GeoView shall be compensated for all services within 30 days of invoice date. GeoView shall be paid in full regardless of whether the results of the geophysical survey are what Passero Associates anticipated. If it is determined during the survey that the geophysical survey will not achieve the objectives of the project, Passero Associates will immediately be notified. If a decision is made to discontinue the survey, only charges for time and materials costs to that point will be submitted.

These prices are based upon GeoView being able to access the site during normal business hours, Monday through Friday. It is also based upon the assumption that no site-specific training or drug testing will be required. If there are any such requirements, additional costs will be incurred.

Requirements of Client

Passero Associates will provide a scaled map and digital file, if available, of the project site showing the boundaries of the project site, areas of specific concern and pertinent landmarks. Unless otherwise requested, Passero Associates will be responsible for the coordination of site access, traffic control, clearing of onsite obstructions or any other logistical consideration necessary to conduct the survey.

Limitations

The objective of the geophysical survey is to determine the presence and lateral extent of sinkhole features. The geophysical response of these features may range from very good to marginal depending upon on the physical characteristics of the near surface soils. Accordingly, these features may not be fully resolvable using ERI and GPR. GeoView shall conduct the geophysical survey using the most “up-to-date” geophysical equipment in a manner consistent with the level of care and skill ordinarily exercised by members of the geophysical profession practicing in the same locality under similar conditions.

The ability of ERI to collect useable information is in part dependent upon the contact resistance between the surficial soils and electrodes. The ERI data may be of marginal use if the contact resistance between the electrodes and soil is too high. The ERI method is only capable of resolving features that have a sufficient electrical contrast between the feature of interest and the surrounding soils. The ERI method is not capable of resolving small-diameter features at depth.

The depth of penetration of the GPR signal is very site specific and is controlled by two primary factors: subsurface soil conditions and selected antenna frequency. The GPR signal is attenuated (absorbed) as it passes through earth materials. As the energy of the GPR signal is diminished due to attenuation, the energy of the reflected waves is reduced, eventually to the level that they can no longer be resolved by the GPR system. The more conductive the earth materials, the greater the GPR signal attenuation, hence a reduction in signal penetration depth. Typical soil conditions that severely limit GPR signal penetration are near-surface clays and/or organic materials.

GeoView can make no warranties or representations of geological conditions that may be present beyond the depth of investigation or resolving capability of the GPR or ERI equipment or in areas that were not accessible to the geophysical investigation. It is recognized that all geophysical test methods are non-intrusive and that confirmation of the significance of any identified feature must be determined by a qualified geotechnical engineer.

Other Terms and Conditions

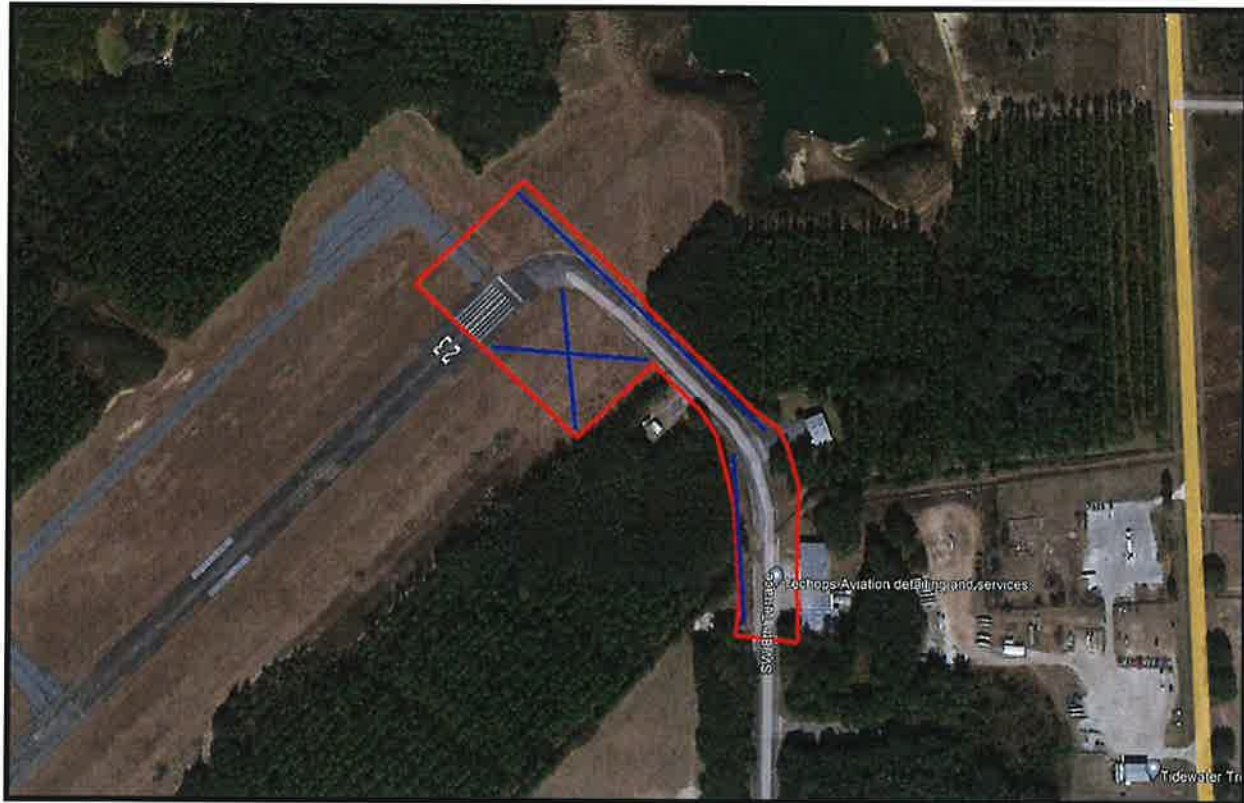
Additional Insured: If requested, Passero Associates will be named as an additional insured with respect to the services to be performed under this agreement.

Confidentiality: GeoView shall not directly or indirectly disclose to any third person information regarding the results of the geophysical investigation prior to obtaining written permission from Passero Associates.

Agreement: This agreement represents the entire agreement between the parties and may only be modified in writing signed by both parties.

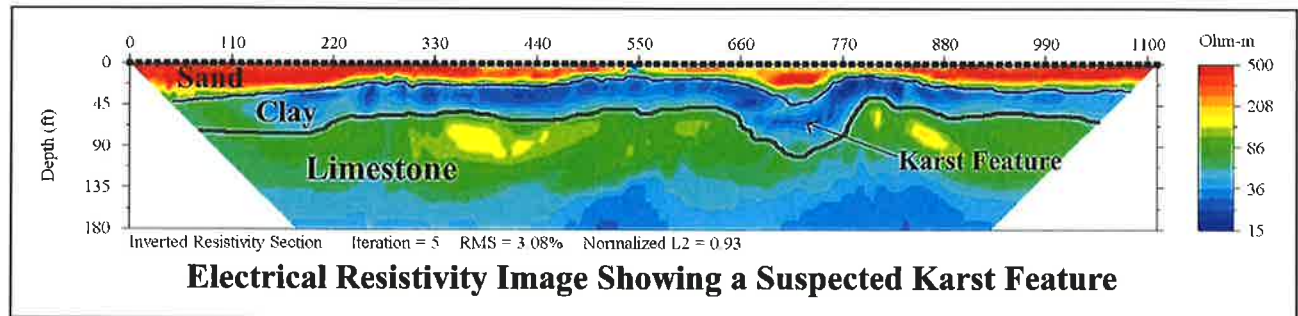
Governing Law: This agreement shall be deemed to have been made in the place of performance of the Geophysical Services and shall be governed by, and construed in accordance with the laws of the state in which the geophysical services were provided. Any controversy or claim arising out of this agreement, or breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Indemnity: GeoView agrees to indemnify, protect and hold harmless Passero Associates from and against all liabilities, claims or demands of every kind of injury, including death, or damages to any person or property related in any way to GeoView's performance of this agreement, except to the extent such liabilities, claims or demands are caused by the negligence or willful misconduct of Passero Associates.

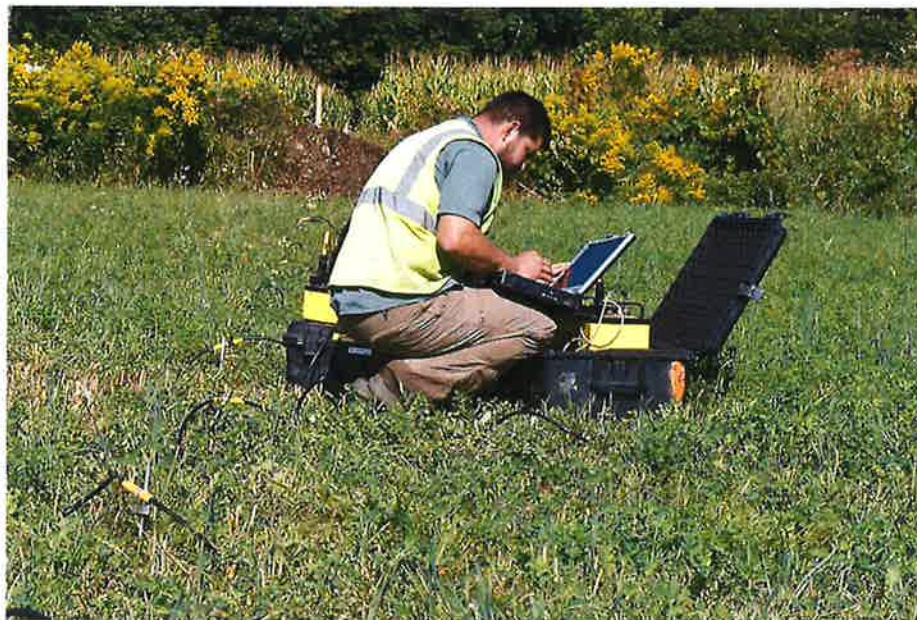


**Figure 1 – Project Site Location
(GPR Survey Boundaries Shown in Red, Proposed
ERI Transects Shown in Blue)**

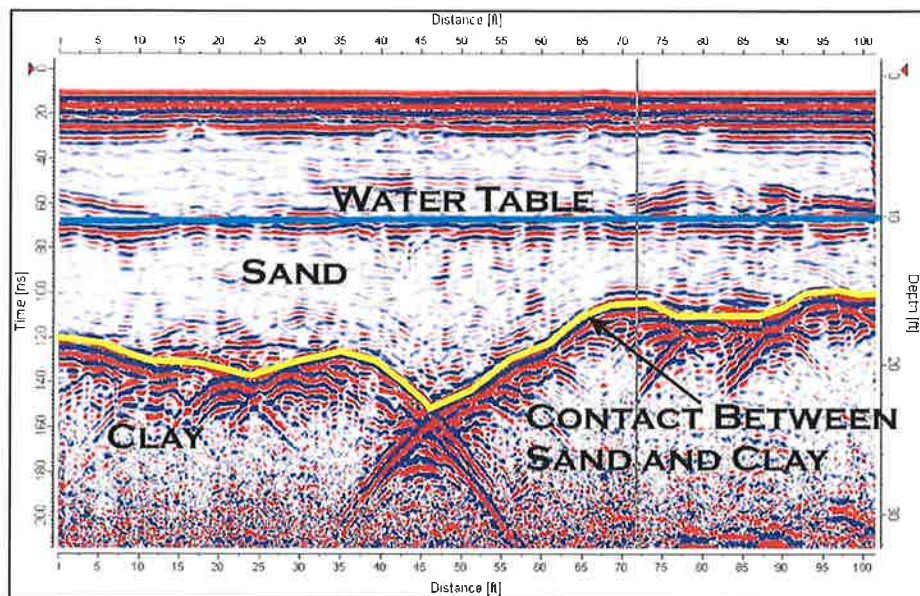
Sample Data Output and Equipment Pictures



Sample ERI Results Showing Potential Karst-Related Sinkhole Feature



Collection of ERI Data



Example GPR Data Showing Potential Karst (Sinkhole) Geological Feature



Collection of GPR Data

GEOVIEW ASSOCIATES, INC. PROPOSAL ACCEPTANCE SHEET

Project Name: **Taxiway G Realignment Site**
 Project Location: **Williston, Florida**
 GeoView Proposal #: **10407p**
 Proposal Date: **February 24, 2023**
 Description of Services: **Provide a ERI and GPR Survey**
 Project Cost: **– see compensation, page 3**
 Payment Terms: **Payable within 30 days of receipt of invoice**

CHARGE INVOICE TO THE ACCOUNT OF:


Client: **Passero Associates**
 Address: **4730 Casa Cola Way Suite 200**
 St. Augustine, FL 32095
 Attention: **Leona Lewis, PE**
 Phone (Office): **(904) 447-4645** Phone (Cell):
 Email: **llewis@passero.com**

FOR APPROVAL OF CHARGES:

Firm: _____
 Address: _____
 Phone No.: _____ Fax No: _____
 Attention: _____

Special Instructions and/or Mutually Agreed Upon Changes to the Proposal:

In witness thereof, the parties hereto have made and executed this Agreement

Client: _____ Signature _____ By: _____ Title: _____ Date Signed: _____	GeoView Associates, Inc.  By: Steve Scruggs, P.G. Title: Senior Geophysicist Date Signed: February 24, 2023
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General Description of Geophysical Methods

Electrical Resistivity Imaging

Electrical resistivity surveying is a geophysical method in which an electrical current is injected into the earth; the subsequent response (potential) is measured at the ground surface to determine the resistance of the underlying earth materials. The resistivity survey is conducted by applying electrical current into the earth from two implanted electrodes (current electrodes C1 and C2) and measuring the associated potential between a second set of implanted electrodes (potential electrodes P1 and P2). Field readings are in volts. Field readings are then converted to resistivity values using Ohm's Law and a geometric correction factor for the spacing and configuration of the electrodes. The calculated resistivity values are known as "apparent" resistivity values. The values are referred to as "apparent" because the calculations for the values assume that the volume of earth material being measured is electrically homogeneous. Such field conditions are rarely present.

Resistivity of earth materials is controlled by several properties including composition, water content, pore fluid resistivity and effective permeability. For this study the properties that had the primary control on measured resistivity values are composition and effective permeability. The general geological setting of this project area is clayey sand overlying limestone.

For this study a dipole-dipole combined with an inverse Schlumberger resistivity array configuration was used. The dipole-dipole array is different that most other resistivity arrays in that the electrode and current electrodes are kept together using a constant spacing value referred to as an "a spacing". The current and potential electrode sets are moved away from each other using multiples of the "a spacing" value. The number of multiples is referred to as the "n value". For example, an array with an "a spacing" of 5 feet and a "n value" of 6 would have the current and potential electrode sets spaced 30 ft apart with a separation between the two electrodes in the set of 5 ft. By sampling at varying "n values", greater depth measurements can be achieved. Inverse Schlumberger data is collected with the current set of electrodes being kept with a fixed separation (L spacing) and the potential electrodes a minimum distance of 5L from the inner current electrodes. Dipole-dipole resistivity data is usually presented in a two-dimensional pseudo-section format. Inverse Schlumberger data is usually presented as a vertical profile of resistivity distribution below the center point between the two current electrodes. The dipole-dipole and inverse Schlumberger data is combined and presented as either a contour of the individual data points (using the calculated apparent resistivity values) or as a geological model using least squares analysis.

Such least squares analysis was used for this study using the computer software program (EarthImager 2D) developed for the equipment manufacturer.

Ground Penetrating Radar

Ground Penetrating Radar (GPR) consists of a set of integrated electronic components that transmits high frequency (200 to 2600 megahertz [MHz]) electromagnetic waves into the ground and records the energy reflected back to the ground surface. The GPR system consists of an antenna, which serves as both a transmitter and receiver, and a profiling recorder that both processes the incoming signal and provides a graphic display of the data. The GPR data can be reviewed real time as the data is collected and later reviewed using proprietary GPR data analysis software. GeoView uses GSSI and Mala GPR system. Geological characterization studies are typically conducted using a 250 to 500 MHz antennas.

A GPR survey provides a graphic cross-sectional view of subsurface conditions. This cross-sectional view is created from the reflections of repetitive short duration electromagnetic (EM) waves that are generated as the antenna is pulled across the ground surface. The reflections occur at the subsurface contacts between materials with differing electrical properties. The electrical property contrast that causes the reflections is the dielectric permittivity that is directly related to conductivity of a material. The GPR method is commonly used to identify such targets as underground utilities, underground storage tanks or drums, buried debris, voids or geological features.

The greater the electrical contrast between the surrounding earth materials and target of interest, the greater the amplitude of the reflected return signal. Unless the buried object is metal, only part of the signal energy will be reflected back to the antenna with the remaining portion of the signal continuing to propagate downward to be reflected by deeper features. If there is little or no electrical contrast between the target interest and surrounding earth materials it will be very difficult if not impossible to identify the object using GPR.

The depth of penetration of the GPR signal is very site specific and is controlled by two primary factors: subsurface soil conditions and selected antenna frequency. The GPR signal is attenuated (absorbed) as it passes through earth materials. As the energy of the GPR signal is diminished due to attenuation, the energy of the reflected waves is reduced, eventually to the level that they can no longer be resolved by the GPR system. The more conductive the earth materials, the greater the GPR signal attenuation, hence a reduction in signal penetration depth. Typical soil conditions that severely limit GPR signal penetration are near-surface clays and/or organic materials.

The depth of penetration of the GPR signal is also reduced as the antenna frequency is increased. However, as antenna frequency is increased the resolution of the GPR data is improved. Therefore, when designing a GPR survey a tradeoff is made between the required depth of penetration and desired resolution of the data. As a rule, the highest frequency antenna that will still provide the desired maximum depth of penetration should be used.

A GPR survey is conducted along survey lines (transects) that are measured paths along which the GPR antenna is moved. Electronic distances are maintained within the system to allow for a correlation between the GPR data and the position of the GPR antenna on the ground.

For geological characterization surveys, the GPR survey is conducted along a set of perpendicularly orientated transects. The survey is conducted in two directions because subsurface features such as sinkholes are often asymmetric. Spacing between the transects typically ranges from 10 to 50 feet. Closely spaced grids are used when the objective of the GPR survey is to identify all sinkhole features within a project site. Coarser grids are used when the objective is to provide a general overview of site conditions. After completion of a survey using a given grid spacing, additional more-closely spaced GPR transects are often performed to better characterize sinkhole features identified by the initial survey. This information can be used to provide recommended locations for geotechnical borings.



McMillen Surveying, Inc.

444 Northwest Main Street
Williston, Florida, 32696
Office: 352 528-6277
steve@mcsurveying.com

February 25, 2023

Matt Singletary, P.E.
Passero Associates, Inc.

Ref: Williston Airport Taxiway Golf Realignment - Topographic Survey Proposal

Matt, I appreciate the opportunity to prepare the following proposal for *Professional Land Surveying* at the above-referenced sites lying in Section 12, Township 13 South, Range 18 East, Levy County, Florida. Pursuant to your emailed "RFP", the scope of work necessary to prepare Topographic Survey is as follows:

1. The Topographic Survey limits contain 1 area which lies Northeast and Southeast of the 23 end of Runway 14-23. From and including the end of 23, Southeasterly to and including the west face of Well Bilt Doors. Said limits contain approximately 9.5 acres.
2. A GPS horizontal and vertical control loop will be run from published control points to control points we will set within Subject Property to establish State Plane Coordinates N.A.D. 83 and elevations in N.A.V.D. 88.
3. Topographic elevations will be collected in a typical 50' grid AND where necessary to show proper breaks and ditches. Elevations will be taken in enough quantity to report 0.5' vertical contours and will be based on N.A.V.D. 88. A minimum of 2 benchmarks will be set onsite and coordinates will be reported.
4. Said limits will include the location (and pertinent vertical information) of all improvements, including, but not limited to edge of pavements, lights, concrete, fences, striping, visible utilities and drainage structures.
5. Above ground utilities will be located and shown per field observations, detailing accessible inverts. Underground utilities will be located and shown per field observations and available as-built maps only. Note: Sunshine Call One Center will NOT show up for a survey/design ticket. Digging for utilities is not a part of this proposal.
6. Although not required by Florida Statutes, this firm does carry Professional Liability Insurance.

The above-described Topographic Survey can be completed for a lump sum of \$12,420 and will include 3 signed and sealed sets of prints and an Autocad Civil 3d email file. If you have any questions, please feel free to call.

Sincerely,

Stephen M. McMillen, P.S.M.
Professional Surveyor & Mapper

TAFFY PIPPIN
CONSULTING, LLC



March 6, 2023

PASSERO ASSOCIATES, LLC
Brad Wente, PE
Southeast Aviation Services Director
4730 Casa Cola Way Suite 200
St. Augustine, FL 32095

RE: DBE GOAL FY 2024-FY 2026
WILLISTON MUNICIPAL AIRPORT
WILLISTON, FLORIDA

Dear Mr. Wente:

It is my understanding, that Passero Associates, LLC desires to engage a consultant to develop a Disadvantaged Business Enterprise Plan for the Williston Municipal Airport, in Williston, Florida, to be in accordance with 49 CFR, Part 26, associated with Federal Aviation Administration projects to be accomplished during FY 2024 - FY 2026. Taffy Pippin Consulting, LLC is pleased to offer the following proposal to accomplish these services.

Taffy Pippin Consulting, LLC will provide Passero Associates, LLC with a Disadvantaged Business Enterprise Plan in accordance with the provisions of 49 CFR Part 26, "Participation by Disadvantaged Business Enterprise in DOT Programs". Our services will include the following:

1. Provide a proposed legal advertisement for public input into proposed DBE goals for the Williston Municipal Airport within seven working days of the issuance of a "Notice to Proceed";
2. Develop Interim goals for DBE participation in FAA projects with its associated methodology for Passero Associates, LLC to be coordinated with the Airport, and the FAA within seven working days following the issuance of a "Notice to Proceed";
3. Within seven working days, following final input from the public pertaining to proposed DBE goals, establish final goals and methodology for submission to the FAA.
4. Provide two copies of the final plan, for coordination;
5. Conduct Stakeholder Consultation;
6. Complete the annual Uniform Reports for FY 2024- FY 2026; and
7. Submit all documents through the FAA Civil Rights Connect portal.

Passero Associates, LLC will provide Taffy Pippin Consulting, LLC with data on which to base the proposed and final DBE goals for this Project.

Taffy Pippin Consulting, LLC will be paid the lump sum of Eight Thousand Five Hundred Dollars (\$8,500.00), for the above cited services for FY 2024 - 4,500.00 (New Plan, Goal & Reporting), FY 2025- \$500.00 (Reporting only) and FY 2026 - \$3,500.00 (Goal & Reporting). The completed documents will be provided to Passero Associates for coordination with the Williston Municipal Airport, and the FAA, no later than twenty-one (21) working days following the issuance of a "Notice to Proceed".

If the above conditions and services are acceptable to you would you, please indicate your acceptance below. Your acceptance will also act as our "Notice to Proceed" on this important project.

Following your acceptance, if you would retain one copy of this document for your file and forward the second copy to Taffy Pippin Consulting, LLC it would be greatly appreciated.

Sincerely,

Taffy V. Pippin

Taffy Valdez Pippin
Consultant

Accepted: _____
Passero Associates

Date: 9/19/2023

COUNCIL AGENDA ITEM

RESOLUTION 2023-74:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE GRANT AGREEMENT FOR BIPARTISAN INFRASTRUCTURE BILL AIRPORT INFRASTRUCTURE GRANT PROJECT NUMBER 3-12-0087-025-2023 REGARDING THE WILLISTON MUNICIPAL AIRPORT – CONSTRUCTION OF NEW TERMINAL BUILDING (SITE WORK PHASE 1); 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: Grant funded. No Cost to the City.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2023-74	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

COUNCIL ACTION:

☐ APPROVED

☐ DENIED

RESOLUTION NUMBER 2023-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE GRANT AGREEMENT FOR BIPARTISAN INFRASTRUCTURE BILL AIRPORT INFRASTRUCTURE GRANT PROJECT NUMBER 3-12-0087-025-2023 REGARDING THE WILLISTON MUNICIPAL AIRPORT – CONSTRUCTION OF NEW TERMINAL BUILDING (SITE WORK PHASE 1); 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 new terminal building; and

WHEREAS, grant funding is available under the Bipartisan Infrastructure Law – Airport Infrastructure Grant for phase one (site work) of the construction of the new terminal building; and

WHEREAS, the U.S. Department of Transportation Federal Aviation Administration (FAA) has submitted to the City a FY 2023 Airport Infrastructure Grant Agreement (hereinafter “Agreement”); and

WHEREAS, The City Council has previously expressed a desire to procure any and all grant funding available for this construction of the new terminal building; and

WHEREAS, it is in the best interest of the City of Williston to procure additional grant funding for the construction of the new terminal building; and

WHEREAS, the Agreement provides a maximum obligation for the FAA of \$562,334.00; 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 execute the Agreement.

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

PASSED AND ADOPTED at a meeting of the City Council this 19th day of September, 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:**

Approved as to Form and Legality:

Latricia Wright, City Clerk

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



U.S. Department
of Transportation
Federal Aviation
Administration

Orlando ADO
8427 SouthPark Circle,
Suite 524
Orlando, FL 32819

September 7, 2023

Mr. Benton Stegall
Airport Manager
Williston Municipal Airport
1800 SW 19th Avenue
Williston, Florida 32696

Dear Mr. Stegall:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-12-0087-025-2023 at Williston Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 15, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Hilary Maull, (407) 487-7238, Hilary.W.Maull@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Bart Vernace, P.E.
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FY 2023 AIRPORT INFRASTRUCTURE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	September 7, 2023
Airport/Planning Area	Williston Municipal Airport
Airport Infrastructure Grant Number	3-12-0087-025-2023
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 July 28, 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:

Construct Terminal Building – Phase 1 (Site Work)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); 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) % 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 \$562,334.

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

\$ 562,334 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), a sponsor may charge to the Grant only allowable costs incurred up to the end of the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
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, 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, BIL (Public Law 117-58), the regulations, and the Secretary of Transportation's ("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 September 15, 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 eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of BIL 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, subject to the availability of Federal funds, 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 American.** 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 BIL (Public Law 117-58), 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. **BIL Funded Work Included in a PFC Application.** Within 120 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.** 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.

SPECIAL CONDITIONS

27. **Building BIL Proration.** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the Terminal Building included in the project must not exceed 59.3% percent of the actual cost of the entire building.
28. **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**


(Signature)

Bart Vernace

(Typed Name)

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 September 7, 2023

City of Williston

(Name of Sponsor)

Debra F Jones

Debra F Jones (Sep 7, 2023 09:59 EDT)

(Signature of Sponsor's Authorized Official)

By: Debra F Jones

(Typed Name of Sponsor's Authorized Official)

Title: City 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; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; 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 September 11, 2023

Kiersten N. Ballou
 By: Kiersten N. Ballou (Sep 11, 2023 11:37 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 Public Law 117-58, Division J, Title VIII, 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. § 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 (Pub. L. 109-282, as amended by section 6202 of Pub. 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 49 U.S.C. § 47107(s) 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.

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 aviators 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.

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, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

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, or under Public Law 117-58, Division J, Title VIII; or
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- 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., or Public Law 117-58, Division J, Title VIII 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 a Bipartisan Infrastructure Law 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 BIL projects as of July 28, 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, 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: 9/19/2023

COUNCIL AGENDA ITEM

RESOLUTION 2023-75:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE AMENDMENT TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT FOR FINANCIAL PROJECT NUMBER 442505-1-94-23 REGARDING THE WILLISTON MUNICIPAL AIRPORT – DESIGN AND CONSTRUCTION OF NEW GENERAL AVIATION TERMINAL BUILDING AT WILLISTON MUNICIPAL AIRPORT – ADDING ADDITIONAL FUNDING; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AMENDMENT 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:. Grant funded. No Cost to the City.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

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

COUNCIL ACTION:

☐ APPROVED
☐ DENIED

RESOLUTION NUMBER 2023-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE AMENDMENT TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT FOR FINANCIAL PROJECT NUMBER 442505-1-94-23 REGARDING THE WILLISTON MUNICIPAL AIRPORT – DESIGN AND CONSTRUCTION OF NEW GENERAL AVIATION TERMINAL BUILDING AT WILLISTON MUNICIPAL AIRPORT – ADDING ADDITIONAL FUNDING; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AMENDMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Williston Municipal Airport is in need of a new general aviation (GA) Terminal; and

WHEREAS, grant funding is available for the design and construction of the building site infrastructure for a new GA terminal; and

WHEREAS, the State of Florida Department of Transportation previously submitted to the City a Public Transportation Grant Agreement (hereinafter “Agreement”) which was approved by the City Council; and

WHEREAS, the State of Florida Department of Transportation has submitted to the City an Amendment to the Agreement previously adopted (hereinafter “Amendment”); and

WHEREAS, the Amendment provides an additional \$1,075,056.00 in grant funding for the project; 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 Amendment, 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 Amendment, 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 execute the Amendment.

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

PASSED AND ADOPTED at a meeting of the City Council this 19th day of September, 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:**

Approved as to Form and Legality:

Latricia Wright, City Clerk

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
 STRATEGIC
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 OGC 4/25/2023

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 442505-1-94-23	Fund(s): Work Activity Code/Function: 215 Federal Number/Federal Award Identification Number (FAIN) – Transit only: _____ Federal Award Date: _____ SAM/UEI Number: _____	DDR,DPTO	FLAIR Category: 088719	
			Object Code: 751000	
			Org. Code: 55022020228	
			Vendor Number: VF596000451013	
Contract Number: G2070			Amendment No.: 2	
CFDA Number: N/A				
CFDA Title: N/A				
CSFA Number: 55.004				
CSFA Title: Aviation Grant Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and City of Williston, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 10/19/2021 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended Design & Construction of a New General Aviation Terminal Building at Williston Municipal Airport-Additional Funding Added. The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656.

2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

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- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
- *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is X increased/ decreased by \$1,075,056 bringing the revised total cost of the project to \$3,325,056.

The Department's participation is X increased/ decreased by \$1,075,056. The Department agrees to participate in the Project cost up to the maximum amount of \$3,325,056, and, additionally the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

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

AGENCY City of Williston

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

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

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

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

Form 725-000-02
STRATEGIC
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OGC 4/25/2023

EXHIBIT A

Project Description and Responsibilities

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

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

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

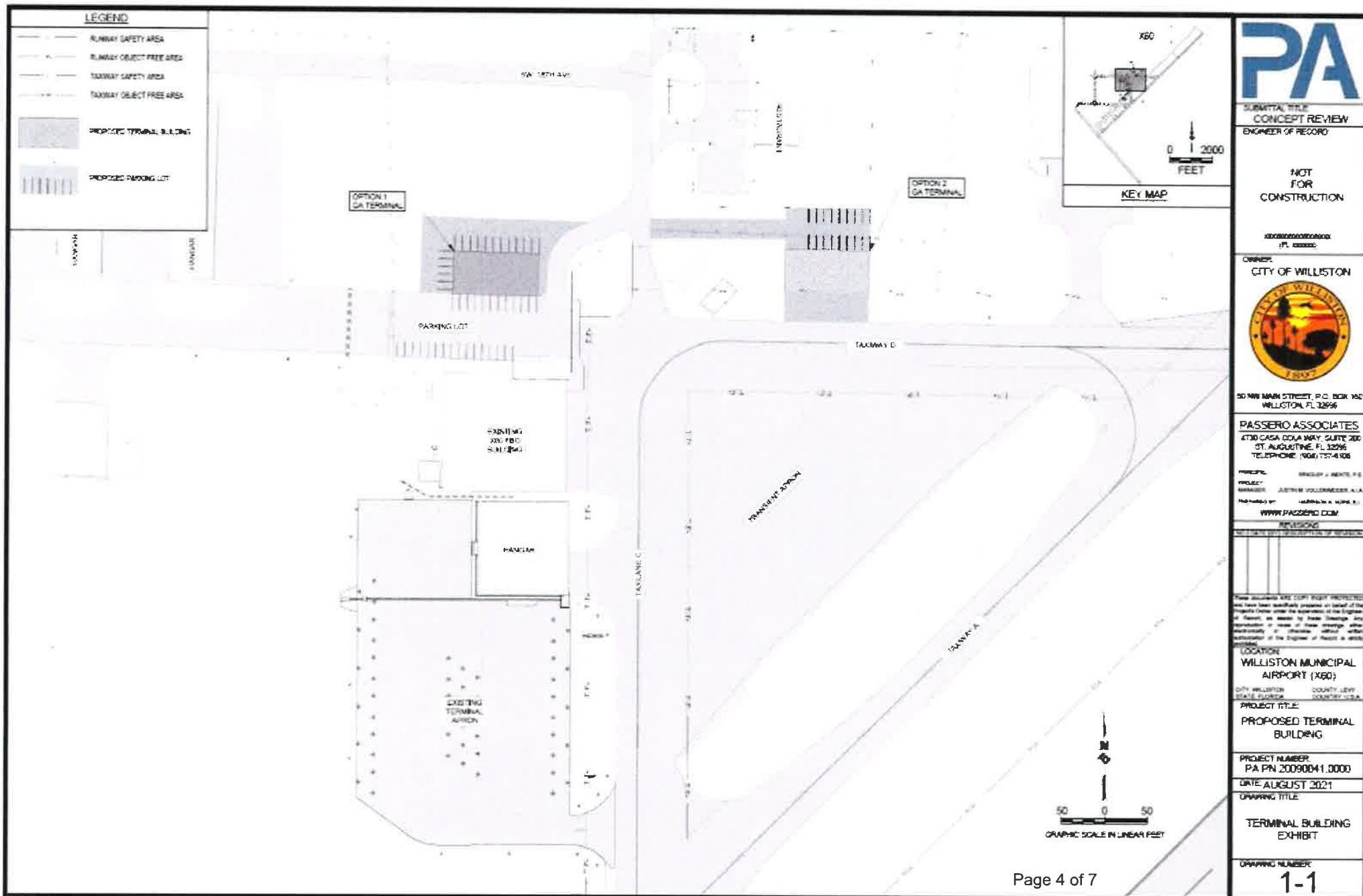
D. Deliverable(s): Design & Construct New Terminal Building

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

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

F. Transit Operating Grant Requirements (Transit Only):

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



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

Form 725-000-02
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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
442505-1-94-23	DDR	088719	2022	751000	55.004	Aviation Grant Program	\$82,214.00
442505-1-94-23	DDR	088719	2023	751000	55.004	Aviation Grant Program	\$2,150,000.00
442505-1-94-23	DPTO	088719	2023	751000	55.004	Aviation Grant Program	\$17,786.00
442505-1-94-23	DPTO	088719	2024	751000	55.004	Aviation Grant Program	\$1,075,056.00
Total Financial Assistance							\$3,325,056.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$3,325,056.00	\$0.00	\$0.00	\$3,325,056.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$3,325,056.00	\$0.00	\$0.00	\$3,325,056.00			

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

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

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

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

Donna Whitney

Department Grant Manager Name

Signature

Date

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

Form 725-000-02
STRATEGIC
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OGC 4/25/2023

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** \$3,325,056

*The award amount may change with amendments

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

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

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

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

Date: 9/19/2023

COUNCIL AGENDA ITEM

RESOLUTION 2023-76:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ELECTING TO AWARD THE HERBICIDE PROJECT AT THE WILLISTON MUNICIPAL AIRPORT (PART OF THE REFORESTATION PROJECT) TO MACLAREN FARMS, LLC DBA MACLAREN AGRIFORESTRY AND AUTHORIZING STAFF TO NEGOTIATE A FULL CONTRACT RELATED TO SAME; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH ACTIONS ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE

REQUESTED BY: BENTON STEGALL, AIRPORT MANAGER

PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

FISCAL IMPACTS: This will be paid out of airport fund and will cost \$38,048.00. This an essential part of the reforestation process.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2023-76	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

COUNCIL ACTION:

☐ APPROVED

☐ DENIED

RESOLUTION NUMBER 2023-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ELECTING TO AWARD THE HERBICIDE PROJECT AT THE WILLISTON MUNICIPAL AIRPORT (PART OF THE REFORESTATION PROJECT) TO MACLAREN FARMS, LLC DBA MACLAREN AGRIFORESTRY AND AUTHORIZING STAFF TO NEGOTIATE A FULL CONTRACT RELATED TO SAME; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH ACTIONS ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Williston Municipal Airport is in the process of working on an overarching reforestation project to benefit airport lands; and

WHEREAS, a portion of this reforestation project is site-prep herbicide on airport lands; and

WHEREAS, Florida Department of Agriculture and Consumer Services (FDACS) has previously contracted with the City of Williston to manage the timer program at the Williston Municipal Airport which contract includes FDACS's providing RFP/RFB/RFQ work related to this matter; and

WHEREAS, in accordance with the aforementioned agreement, FDACS properly advertised and conducted a Request for Bids for site-prep herbicide services on airport lands; and

WHEREAS, FDACS received two bids on behalf of the City of Williston from the Request for Bids process (which are attached hereto as composite "Exhibit A"); and

WHEREAS, FDACS has reviewed such bids and recommends that the City of Williston award the herbicide project to Maclaren Farms, LLC dba Maclaren Agriforestry; and

WHEREAS, the City of Williston has analyzed such bids and finds that the bid offered by Maclaren Farms, LLC dba Maclaren Agriforestry, is the lowest bidder on the services requested by the Request for Bids; and

WHEREAS, the City Council has determined it is in the City's best interest to authorize the City Council President to award the site-prep herbicide project to Maclaren Farms, LLC dba Maclaren Agriforestry; and

WHEREAS, the City Council has determined it is in the City's best interest to authorize staff and the City Attorney to work with Maclaren Farms, LLC dba Maclaren Agriforestry to negotiate a full contract for the site-prep herbicide project;

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 awards the site-prep herbicide project to Maclaren Farms, LLC dba Maclaren Agriforestry based on the bid from such entity attached hereto included in composite "Exhibit A" and authorizes staff and the City Attorney to negotiate the specific terms of a contract regarding same.

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

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

PASSED AND ADOPTED at a meeting of the City Council this 19th day of September, 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:**

Approved as to Form and Legality:

Latricia Wright, City Clerk

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

Williston Airport 2023 Site-Prep. Herbicide

PURPOSE

The purpose of this Request for Quotes is to establish a Contractual Services Agreement for the broadcast ground application of site preparation herbicide. There are seven designated site preparation areas that total approximately 251 acres on The City of Williston Airport, in Levy County located in North Florida. The prescription consists of an application of 64 ounces Forestry Garlon XRT, 40 ounces of Chopper Gen 2 and 32 ounces Elite Supreme or equivalent surfactant per acre. The tank mixture will be applied at the rate of a minimum of 30 gallons of mixture per acre using water as the carrier. Application must be made with heavy equipment, such as a skidder, dozer, or tractor. See the attached maps for areas to be site prepared with broadcast ground herbicide.

SCOPE OF PROJECT

The Contractor shall furnish all labor, equipment and materials necessary to successfully provide the herbicide application in accordance with the specifications listed herein.

MANDATORY SITE VISIT

It is **Required** to attend a Pre-Quote Meeting at the Williston Airport Office, located at 1800 SW 19th AVE. Williston, FL 32696, on **Wednesday August 23, 2023 at 10:00 AM EDT**. This project area is on an airport and there are certain logistics to be aware of.

QUOTE SUBMISSION

Quotes will be opened on **Wednesday August 30, 2023, at 10:00 AM EDT at the Withlacoochee Forestry Center, 15019 Broad Street, Brooksville, Florida 34601**. Quotes may be hand delivered, emailed, mailed, or faxed. Hand delivered and mailed quotes are to be sent to the above address. The **FAX number is (352) 797-4105**, Attention: Michael Edwards. Emailed quotes are to be sent to Michael.Edwards@FDACS.GOV. Please mark envelopes, cover sheets or subject lines as follows:

Williston Airport 2023 Site-Prep. Herbicide

Attn: Michael Edwards

Direct any questions to Other Public Lands Senior Forester Michael Edwards, , phone: (850) 228-7809, email: Michael.Edwards@FDACS.GOV.

ESTIMATED QUANTITIES

The estimated acres are given only as a guideline for preparing your bid and should not be construed as representing actual acreage to be treated under this contract. The Florida Forest Service may contract up to an additional 20% of the specified contract acreage if needed at the same quoted price. The Florida Forest Service may also reduce the acreage to be treated based on budgetary constraints.

CONTRACT PERIOD

The contract period is to be effective upon execution of the Contractual Services Agreement through September 30, 2023. **Herbicide application work for this contract must be completed before September 30, 2023.**

CONTRACT MANAGER

The Contractor will coordinate and schedule all work with the Other Public Lands Senior Forester Michael Edwards, phone: (850) 228-7809, email: Michael.Edwards@FDACS.GOV. It is the bidders' responsibility to consider all site conditions or requirements for the project.

TECHNICAL SPECIFICATIONS

Herbicide Application Conditions & Specifications

GENERAL: This request is for furnishing all labor, materials, equipment, tools, transportation, supplies and supervision required to apply an herbicide application on the approximate acreage as listed herein.

No materials, water, herbicides, labor or equipment will be furnished by the Florida Forest Service, or The City of Williston Airport, unless specifically identified. The Contractor must use equipment acceptable to the Florida Forest Service (as specified herein).

DESCRIPTION AND LOCATION: The area for treatment will be scheduled and identified by the Florida Forest Service with the Contractor. The tract to be covered by this quote is within the boundaries of the City of Williston Airport, in Levy County, Florida. The site boundaries will be identified by woods roads, firebreaks, stand edges, powerline easements, flagging or other methods as discussed with the Contractor. This will be reviewed with the successful Contractor prior to treatment.

EQUIPMENT AND PERSONNEL REQUIREMENTS

The equipment used in the performance of the work will be of the proper size and type and in such operating condition to safely and successfully accomplish the required work as specified above. Adequate safety measures will be observed to comply with all applicable federal safety requirements and recommendations on herbicide label. The Forester-in-Charge may order the removal or replacement of any unsatisfactory equipment. Should the Contractor's equipment break down, it will be repaired, replaced and/or removed from the site within three (3) working days. Operations shall not remain idle for more than forty-eight (48) consecutive hours without the approval of the Forester-in-Charge. The Contractor will furnish sufficient personnel and equipment to complete the project in the time allowed. Personnel problems must be resolved immediately to ensure delays are minimized.

SITE DESCRIPTION AND TREATMENT METHODS

The prescription consists of an application of 64 ounces Forestry Garlon XRT, 40 ounces of Chopper Gen 2 and 32 ounces Elite Supreme or equivalent surfactant per acre. The tank mixture will be applied at the rate of a minimum of 30 gallons of mixture per acre using water as the carrier. Application must be made with heavy equipment, such as a skidder, dozer, or tractor. Chemicals shall be applied at the specified rate and **in accordance with the labeling** of the product.

Chemical shall be applied at the specified rates only on the specified areas. Chemicals are to be applied in such a manner that adjacent property is unaffected. Any buffers necessary will be determined by the

Forester-in-Charge and relayed to the Contractor. Chemicals shall be mixed at designated mixing sites or other sites approved by the Forester-in-Charge. The treatment areas to be covered by this quote are within the boundaries of The City of Williston Airport.

Contractor shall track application coverage with GPS, foam line, string or other method to ensure uniform coverage. Other methods must be approved by the Forester-In-Charge. Contractor shall provide a minimum of 95% application coverage of designated areas. Streaking must be kept to a minimum and skips or streaks must be treated at no cost to the Florida Forest Service.

Contractor shall permit Florida Forest Service personnel to confirm chemical application rates per acre. The Contractor is to show the Forester-in-Charge the sealed herbicide containers prior to application and the empty containers following completion of the project.

This contract may be cancelled if weather conditions warrant.

WEATHER CONDITIONS

- Fog: Application will not be allowed in fog or when there is a danger of applying the chemicals in a fog bank. Defining fog conditions will be the sole responsibility of Florida Forest Service personnel.
- Rain: Application will not be allowed during rainy conditions or when rain is expected within three (3) hours of application.
- Wind: Application will not be allowed when wind speed reaches or exceeds **10 mph**.
- Temperature: Garlon XRT is susceptible to vaporizing at a temperature of 90 degrees Fahrenheit. **Application will not be allowed when the air temperature reaches or exceeds 90 degrees Fahrenheit.** In the event that drift, or vaporization becomes a concern, the Contract Manager reserves the right to cease operations, regardless of air temperature.

RESOURCE PROTECTION

The Contractor shall perform the work in a safe and careful manner and will furnish and use such safety devices, methods and measures as are required to protect Contractor and employees thereof, FFS personnel, and the general public against bodily injury and/or damage to property. This includes providing all Personal Protective Equipment (PPE) as required in accordance to the herbicide label.

Protection of native communities: Due to the highly aggressive nature of nonnative invasive plants, the Contractor must take care not to further spread any nonnative invasive plants on any State Forest. No soil disturbing activity may take place in areas infested by invasive exotics. The Forester-in-Charge will identify all infested areas that must be avoided in the project pre-work meeting. All equipment must be cleaned prior to removal from the site. Contractor's equipment should be clean and free of nonnative invasive plant material and/or seed before arrival on Withlacoochee State Forest to perform work described herein.

Protection of Streams, Lakes, and Reservoirs - Contractor shall use every precaution necessary to prevent pollution of streams, by fuel, oils, other chemicals, silt or other harmful materials. All streams

will be kept free of Contractor-generated debris. All herbicides should be used in accordance with their label.

Protection of Archaeological/Historical Resources - The Contractor, upon the discovery of suspected archaeological or historical materials, shall cease work in the vicinity of such material and immediately notify the Forester-In-Charge.

Erosion control - All equipment will be operated in a manner to cause the least disturbance to the soil and groundcover vegetation.

Best Management Practices: Contractor shall adhere to and implement all applicable best management practices for silvicultural operations as outlined in the current Florida **Silviculture Best Management Practices Manual**.

INSURANCE REQUIREMENTS

The Contractor's liability policy shall include contractual liability coverage designed to protect the Contractor from contractual liabilities assumed by the Contractor in the performance of this contract. Attached is a description of Contractor's Insurance required for this project. In order to protect the Florida Forest Service, the following guidelines must be followed in order for contractual services to be performed on State lands:

- Proof of Workers Compensation (four employees or more)
- Proof of Automobile Insurance
- Proof of Contractor's/Subcontractor's Public Liability and Property Damage Insurance
- Commercial Applicator's License

* See the Contractor's Insurance attachments for the required coverage limits.

The Contractor must provide proof of insurance coverage to the Florida Forest Service's Forester-in-Charge before any work can commence. Failure to provide proof of certifications and licenses may result in rejection of your bid or cancellation of this contract.

Contractor shall carry a minimum of \$500,000 drift control liability insurance.

The Contractor must obtain any required licenses or permits prior to beginning work on this project, pursuant to chapter 487, Florida Statutes. All certifications, licenses, and permits must be valid through the contract period.

The Contractor submitting the lowest quote must be registered as a state Contractor at MyFloridaMarketplace.com before any work can commence.

COMPLIANCE WITH LAWS

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and

Chapter 60A-1 of the Florida Administrative Code govern this Agreement. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Fair Labor Standards Act, the Migrant and Seasonal Agricultural Worker Protection Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for termination.

SITE CLEAN UP

Upon completion of services, Contractor shall remove all trash, debris and rinse water generated from the project site and leave area in same condition as provided by the City of Williston Airport . All herbicide containers, rinse water and related Contractor-generated debris will be removed from the City of Williston Airport and properly disposed of by the Contractor. The City of Williston Airport or the Florida Forest Service will not pay for hauling, dumping, tipping, trash, hazardous waste fees or other related waste fees.

STOP WORK CLAUSE

The Florida Forest Service reserves the right to stop the entire crew or any members of the crew from working because of the failure to follow the above contract specifications. The length of time that the crewmembers cannot work will be decided by the Forester-in-Charge. Work will not continue until the deficiencies are corrected. In the event the Forester-in-Charge will not let the crew finish because of contract specification violations, the City of Williston Airport will pay the Contractor only for those acres treated to specifications.

INVOICING AND PAYMENT

This project will be paid for by the City of Williston Airport. A purchasing agreement will be developed between the selected Contractor and the City of Williston Airport prior to any work beginning. Upon satisfactory completion of the project and approval of the work by the Forester-in-Charge, the Contractor shall furnish the Forester-In-Charge a signed and dated invoice along with an application map or shapefiles showing the number of acres treated. The Forester-in-Charge will work with the Contractor to ensure the invoice and acreage are correct. The payment will be made after the work has been verified and has been performed to the satisfaction of the Florida Forest Service. Payment will be made at the quoted price per acre for the number of acres treated meeting contract specification. **Lack of 95% effective coverage may prohibit Contractor from bidding on future projects for the Florida Forest Service.**

QUOTE PRICE SHEET AND AWARD

Bidder shall provide a firm fixed **price per acre** for the herbicide application as specified herein. Pricing shall include any and all costs associated with the quote. The FFS will not accept any other costs not included in the quote price. The contract will be awarded to the Contractor meeting contract specifications and submitting the lowest estimated **total project cost**. Only one per acre price is allowed on the quote price sheet for the treatment specified by the Florida Forest Service. As the best interest of the State may require, the Florida Forest Service reserves the right to reject any and all bids or waive any minor irregularity or technicality in bids received. In the event of two or more identical quotes, a coin toss will be used to determine the winner.

DELIVERY

Herbicide application work for this contract must be completed before **September 30, 2023**.

CONTRACTORS INSURANCE

INSURANCE REQUIREMENTS

The contractor shall not commence any work in connection with the project until he has obtained all of the following types of insurance and such insurance has been approved by the owner, nor shall the contractor allow any independent/sub-contractor to commence work on his subcontract until all similar insurance required of the independent/sub-contractor has been so obtained and approved. All insurance policies shall be with insurers qualified to do business in Florida through an authorized licensed Florida Resident Agent.

CERTIFICATE OF INSURANCE

The contractor shall furnish proof of insurance coverage within ten (10) calendar days after Notification of Award and prior to starting the contract.

A Certificate of Insurance shall be furnished by the contractor for all insurance required by this contract and shall include the State of Florida, DACS as additional insured. This form(s) shall be completed and signed by the authorized Licensed Florida Resident Agent and returned to the Purchasing Office, 407 South Calhoun St., Room SB-8, Mayo Building, Tallahassee, Florida 32399-0800. Certificate(s) shall be dated and show:

1. Name of the insured contractor, specific job by name, name of the insurer, number of the policy, its effective date, and its termination date.
2. Statement that the insured will mail notice to the owner, at least thirty (30) calendar days prior to any material changes in provisions or cancellation of the policy.

CONTRACTOR'S COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of the contract:

Minimum limits of Liability \$1,000,000.00 each occurrence
\$2,000,000.00 aggregate

Including Bodily Injury, Property Damage and products and completed operations.

CONTRACTOR'S AUTOMOBILE LIABILITY INSURANCE

The contractor shall take out and maintain during the life of this agreement Automobile Liability insurance for all claims that may arise from all operations performed under this agreement:

Minimum Limits of Liability \$300,000.00 any auto

WORKER'S COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this agreement Workers' Compensation Insurance in accordance with Chapter 440, Florida Statutes, for all employees connected with the work of this project and in case any work is sublet, the contractor shall require the sub-contractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection of the contractor. Such insurance shall comply fully with the Florida Workers' Compensation Law.

HOLD HARMLESS AND INDEMNIFY

The Contractor shall hold harmless and indemnify to the fullest extent permitted by law, the State of Florida, DACS and/or DACS employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, subcontractor(s), anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in the paragraph.

INSURANCE, LOSS DEDUCTIBLE CLAUSE

The State of Florida shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.

INSURANCE, INDEPENDENT/SUBCONTRACTOR'S COMMERCIAL GENERAL LIABILITY

The Contractor shall require each of his independent or subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified above or insure the activities of his independents/subcontractors in his policy, as specified above, including a separate Owners, Contractors Protective Liability Policy.

Williston Airport 2023 Site-Prep. Herbicide

QUOTE PRICE SHEET

<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>		<u>UNIT PRICE (PER ACRE)</u>		<u>TOTAL PRICE</u>
--------------------	-------------------------------	--	----------------------------------	--	--------------------

Ground application per acre at the following rates:	251	Acres	x	\$ _____	=	\$ _____
--	------------	--------------	---	----------	---	----------

64 ounces Forestry Garlon XRT
40 ounces of Chopper Gen 2
32 ounces Elite Supreme or equivalent surfactant

TOTAL PROJECT COST \$ _____

By affixing signature to this **QUOTE PRICE SHEET**, Contractor acknowledges reading and agrees to accept all terms, provisions, and conditions contained in this Price Quote.

BIDDER NAME: _____

SIGNATURE (MANUAL): _____

SIGNATURE (PRINTED): _____

ADDRESS: _____ **CITY:** _____

STATE: _____ **ZIP:** _____ **PHONE NUMBER:** _____

FEID/SSN: _____ **EMAIL ADDRESS:** _____






I AM / AM NOT a salaried employee of the State of Florida.

Please circle the correct response.

WILLISTON AIRPORT 2023 SITE-PREP. HERBICIDE



AERIAL TRACT MAP

-  HERBICIDE BOUNDARY
-  WILLISTON AIRPORT BOUNDARY
-  ACCESS GATE
-  S,T,R GRID
-  ROADS

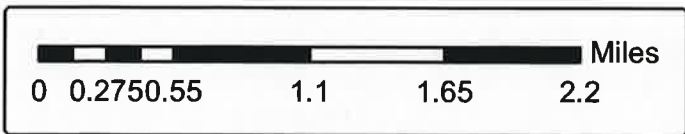
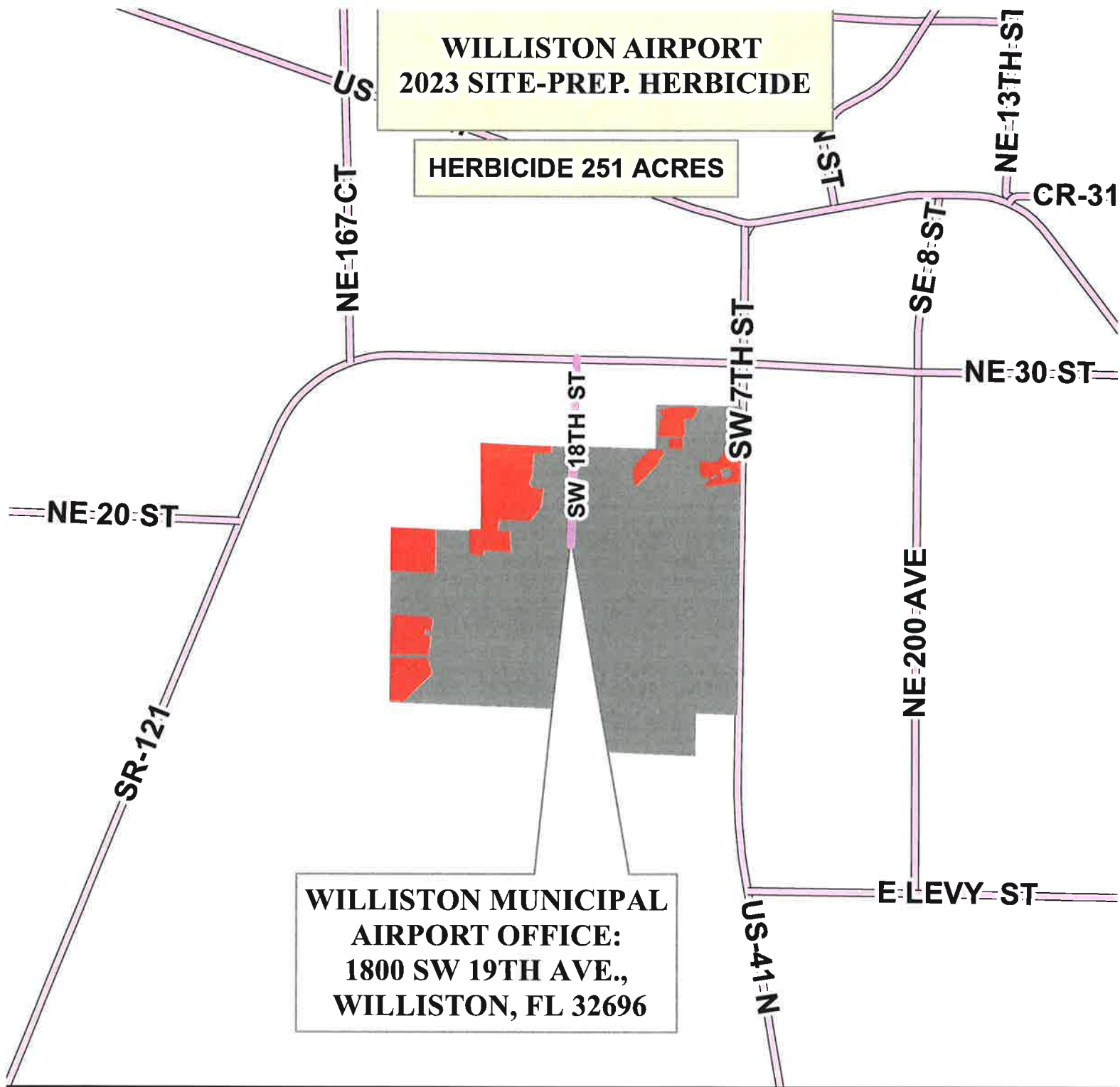
0 0.1 0.2 0.4 0.6 0.8 Miles



Created by:
Michael Edwards
OPL Reg.Sr. Forester
Aug. 2023

DISCLAIMER:

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Created by: Michael Edwards
Senior Forester, OPL Reg.3 & 4
Aug., 2023



LOCATION MAP

- HERBICIDE BOUNDARY
- WILLISTON AIRPORT BOUNDARY
- ROADS

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**WILLISTON AIRPORT
2023 SITE-PREP. HERBICIDE**

HERBICIDE 251 ACRES

3S R18E S10

T13S R18E S11

T13S R18E S12

T13S R19E S07

ACCESS FROM
COUNTY ROAD

SW 18TH ST

SW 7TH ST

3S R18E S15

T13S R18E S14

T13S R18E S13

T13S R19E S18

**WILLISTON MUNICIPAL
AIRPORT OFFICE:
1800 SW 19TH AVE.,
WILLISTON, FL 32696**

US-41 N

3S R18E S22

T13S R18E S23

T13S R18E S24

T13S R19E S

TRACT MAP

 **HERBICIDE BOUNDARY**

 **WILLISTON AIRPORT BOUNDARY**

 **ACCESS GATE**

S,T,R GRID

 **ROADS**

0 0.1 0.2 0.4 0.6 0.8 Miles



Created by:
Michael Edwards
OPL Senior Forester
Aug., 2023

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CITY COUNCIL AGENDA ITEM

RESOLUTION 2023- 77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON CITY MANAGER TO PURCHASE NEEDED FLEET VEHICLES FOR CONTINUED SERVICE AND COMPLIANCE FOR THE UTILITIES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

TOPIC: Utility Fleet Vehicle Surplus Purchase

REQUESTED BY: TERRY BOVAIRD, CITY MANAGER

BACKGROUND / DESCRIPTION:

The City of Williston like many other municipal service providers have older fleets. Due to budget restraints the city utilities department is unable to participate at this time in fleet purchase programs. In order to maintain the current level of service, the City of Williston utilities department has been strategically purchasing used government fleet vehicles, at tremendous savings. Staff is requesting that the City Council authorize the City Manager to work with the finance director to acquire these vehicles at a large discount when available. Currently the purchasing policy does not allow the purchase of these vehicles over the threshold of ten thousand dollars. No vehicle up to this point has reached this threshold. But currently the City of Williston has been awarded the winning bid on a vehicle that is above the 10k limit.

LEGAL REVIEW: None

FISCAL IMPACTS: YES, 12K-25K

RECOMMENDED ACTION:

ATTACHMENTS: Vehicle fact sheet / Exhibit A

ACTION:

_____ APPROVED

_____ DISAPPROVED

RESOLUTION 2023-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON CITY MANAGER TO PURCHASE NEEDED FLEET VEHICLES FOR CONTINUED SERVICE AND COMPLIANCE FOR THE UTILITIES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Williston has an obligation to provide safe and effective utility services; and

WHEREAS, The City has determined that it is necessary to use funds for the acquisition of fleet vehicle to replace the aging vehicles on hand; and

WHEREAS, The City Council authorizes the City Manager to purchase, when available, surplus vehicle(s) that do not exceed twenty-five thousand dollars, and the budget allows; and

NOW, THEREFORE, BE IT RESOLVED by the City of 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 purchase of needed equipment for continued operations.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED at a meeting of the City Council this 19th day of September 2023.

CITY OF WILLISTON, FLORIDA

Debra Jones, President
Williston City Council

ATTEST: Latricia Wright
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Scott Walker or Kiersten Ballou, City Attorney



Property Data Sheet

Property Information

■ **Item Name :**

Chevy Silverado 4x4

■ **Item Control Number :**

123A75-3228-SC04

■ **Agency Bureau :**

1235 - Natural Resources Conservation
Service

Item Description :

2017 Chevrolet Silverado Regular Cab 4x4 pickup, white VIN 1GCNKNEH4HZ155573 mileage 79,992. This property is being disposed of as is and where is. Repairs may be required and/or damage to the vehicle but not limited to: Vehicle may have light scratches from normal wear and tear and front spoiler pushed in, back bumper dented, some scratches on the side. Physical inspection of the property is highly recommended. Inspection and removal by appointment only. For additional information about the vehicle or to schedule an appointment for inspection, contact the property custodian Rebecca Harper- rebecca.harper@usda.gov <<mailto:rebecca.harper@usda.gov>>, (843) 995-2943.

Buyer is responsible for loading and removal of the property. Government personnel are not available to help load or move the property. Prior to inspection or pick up you must have an appointment with the custodian of the property (Rebecca Harper). If the purchaser is not the individual picking up the vehicle the individual picking up the vehicle will require signed written permission from the purchaser to remove the vehicle from the property.

■ **Surplus Release Date :**

08/24/2023

■ **Federal Supply Class :**

2320 - TRUCKS AND TRACK TRACTORS,
WHEELED

■ **Federal Asset Sales Center :**

GSA (All commodities and locations
nationwide)

■ **Contract Inventory :**

- No
- **Overseas Inventory :**
No
 - **Transmission Type :**
Automatic
 - **No Of Cylinders :**
06
 - **Model Year :**
2017
 - **Fuel Type :**
Gasoline
 - **Body Style :**
Pickup 2 Door
 - **Vehicle Identification Number :**
1GCNKNEH4HZ155573
 - **Open Recall :**
No
 - **Make :**
Chevrolet
 - **Model :**
SILVERADO
 - **Value Added Services :**
No
 - **Estimated Mileage :**
79992
 - **Color :**
White
 - **Condition :**
Usable
 - **Unit of Issue :**
EACH
 - **Reimbursement Required :**
Yes
 - **Fair Market Value :**
\$12,000.00
 - **Quantity Available :**
1
 - **Total Quantity Requested :**
0

■ **Original Unit Acquisition Cost :**

\$22,119.00

■ **Total Acquisition Cost :**

\$22,119.00

■ **Status:**

EXCESS SCREENING

■ **Property Type :**

B - Exchange Sale

■ **TAS :**

12F3845(10)

■ **ALC :**

12401600

Property Location

USDA-NRCS

1949 Industrial Park Road

Conway, SC 29526

Point of Contact

Cherie Cordell

(865) 684-8461

cherie.cordell@usda.gov

william.dwyer@usda.gov

Property Custodian

Rebecca Harper

(843) 995-2943

cherie.cordell@usda.gov

rebecca.harper@usda.gov

Additional Information

■ **Hazardous :**

No

■ **Flight Safety Critical Aircraft Part :**

Blank

■ **Demilitarization :**

Demilitarization not required



September 19th, 2023

CITY COUNCIL AGENDA ITEM

RESOLUTION 2023- 78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON CITY MANAGER TO PURCHASE NEEDED ELECTRIC SUPPLIES AND MATERIALS FOR CONTINUED SERVICE AND GROWTH FOR THE UTILITIES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

TOPIC: Electric Underground wire, materials and supplies

REQUESTED BY: DONALD BARBER, PUBLIC WORKS SUPERVISOR

BACKGROUND / DESCRIPTION:

Materials supplies prices are continuing to skyrocket. In order for the electrical department to continue normal operations, the staff is requesting council to approve the purchase of underground primary wire. Most of this cost will come with re-reimbursement as it is for new development and growth of electric services. Staff would like to request a change to the purchasing policy in the future for any supplies where the cost will be re-reimbursed by the developer to no longer need to be taken through council but approved by the City Manager.

LEGAL REVIEW: None

FISCAL IMPACTS: YES,

RECOMMENDED ACTION: *Approval*

ATTACHMENTS: Gresco quote / Exhibit B

ACTION:

 APPROVED

 DISAPPROVED

RESOLUTION 2023-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON CITY MANAGER TO PURCHASE NEEDED ELECTRIC SUPPLIES AND MATERIALS FOR CONTINUED SERVICE AND GROWTH FOR THE UTILITIES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Williston has an obligation to provide safe and effective utility services; and

WHEREAS, The City has determined that it is necessary to use funds for the acquisition of electrical underground wire, transformers and other needed materials and supplies; and

WHEREAS, The City Council authorizes the City Manager to purchase, when available, and the budget allows; and

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

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

SECTION 2. The City Council hereby authorizes the funds for purchase of needed equipment for continued operations.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED at a meeting of the City Council this 19th day of September 2023.

CITY OF WILLISTON, FLORIDA

Debra Jones, President
Williston City Council

ATTEST: Latricia Wright
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Scott Walker, City Attorney or
Kiersten Ballou Attorney



Quote



Entered Date
8/2/23

Taken By
jilp

Customer #
1264

Order #
20126911-00

PO #
Quote- 1/0 15KV

Page #
1

Bill To
CITY OF WILLISTON
PO BOX 160
WILLISTON, FL 32696-0160

Ship To
CITY OF WILLISTON
50 NW MAIN ST
WILLISTON, FL 32696-2043

Remit To
GRESKO
PO BOX 932918
ATLANTA, GA 31193-2918

Instructions

Ship Point
Gresco-Wildwood, FL

Via
Gresco Truck

Shipped

Terms
Net 30 Days

SlsRepln/Out
jilp / asym

Notes

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	1/015KVTRXLP-PRIORITY COND URDPR XLPE 1/0 15KV 220MIL FN W/JACKET MANUFACTURER STOCK 2 X 2500' REELS	5,000.00	FT	7.10	FT	35,500.00
1	Lines Total	Total Order Quantity	5,000.00		Subtotal	35,500.00
					Taxes Total	0.00 35,500.00

September 19th, 2023

CITY COUNCIL AGENDA ITEM

RESOLUTION 2023- 79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON TO ACCEPT THE FLORIDA DEPARTMENT OF TRANSPORTATION 2023-2024 STREET LIGHTING CONTRACT FOR CONTINUED SERVICE; AND PROVIDING AN EFFECTIVE DATE.

TOPIC: FDOT Streetlight Agreement

REQUESTED BY: DONALD BARBER, PUBLIC WORKS SUPERVISOR

BACKGROUND / DESCRIPTION:

Each year the Florida Department of Transportation, FDOT, provides a contract for services for the street lighting agreement with the City of Williston Electric. This provides lighting services for HWY 27, SR 121, and SR 41. This years contract was negotiated to be increased over six thousand dollars so that the Electric department can begin conversion of the high-pressure sodium lights to the new and more energy efficient LED lighting. Staff is asking for Council approval of the 2023-2024 FDOT Streetlight agreement.

LEGAL REVIEW: YES / FMEA

FISCAL IMPACTS: YES, revenue for electric utility fund

RECOMMENDED ACTION: *Approval*

ATTACHMENTS: Contract for Lighting Agreement / Exhibit C

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION 2023-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON TO ACCEPT THE FLORIDA DEPARTMENT OF TRANSPORTATION 2023-2024 STREET LIGHTING CONTRACT FOR CONTINUED SERVICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Williston has an obligation to provide safe and effective utility services; and

WHEREAS, The City has accepted the Florida Department of Transportation 2023-2024 Street Lighting Agreement; 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 purchase of needed equipment for continued operations.

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

PASSED AND ADOPTED at a meeting of the City Council this 19th day of September 2023.

CITY OF WILLISTON, FLORIDA

Debra Jones, President
Williston City Council

ATTEST: Latricia Wright
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Scott Walker or Kiersten Ballou, City Attorney

STATE HIGHWAY LIGHTING MAINTENANCE, AND COMPENSATION AGREEMENT WORK ORDER

Contract Number: ASO18
Maintaining Agency: City of Williston
Financial Project No: 414411-1-78-08
Fiscal Year: 2023-2024

1.0 PURPOSE

This work order summarizes the method and limits of compensation to be made to the Maintaining Agency for FDOT fiscal year 23/24 for the maintenance of highway lighting on the State Highway System as prescribed in the original agreement executed on August 6, 2021.

2.0 COMPENSATION AND PAY PROCESSING

For the satisfactory completion of all services detailed in the original agreement for the fiscal year beginning July 1, 2023, and ending June 30, 2024, the DEPARTMENT will pay the MAINTAINING AGENCY a total lump sum amount of \$40,006.24. The basis of compensation is as described in Exhibit A.

The MAINTAINING AGENCY shall invoice the DEPARTMENT for services rendered at the end of the fiscal year in a format acceptable to the DEPARTMENT.

3.0 AUTHORIZATION

This Work Order for City of Williston will not be considered as authorized unless it is signed and returned by the MAINTAINING AGENCY to the DEPARTMENT, whereby the DEPARTMENT'S final signature is required to fully authorize compensation for services beginning July 1, 2023 and ending June 30, 2024.

MAINTAINING AGENCY

BY: (signature) _____ Date: _____

Printed Name: _____

Printed Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (signature) _____ Date: _____

Printed Name: Jennifer Curls

Printed Title: District Two Maintenance Contracts Administrator

EXHIBIT A

STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT

For Fiscal Year 2023-2024

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic forms are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**.

3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of \$318.37 in fiscal year 2022-2023 shall increase to \$327.92 in fiscal year 2023-2024.

Beginning fiscal year 2023-2024 the total lump sum amount is calculated at 100%.

Type of Light	# of lights	LED or HPS	Unit rate	Total
High Mast		HPS		0.00
Standard	122	HPS	327.92	40,006.24
Underdeck		HPS		0.00
Sign		HPS		0.00
High Mast		LED		0.00
Standard		LED		0.00
Underdeck		LED		0.00
Sign		LED		0.00

Florida Department of Transportation Highway Lighting Maintenance and Compensation Agreement Inventory

ASO18

CITY OF WILLISTON

Terry Bovaird, City Manager, Jonathen Bishop, Utility Director 352-528-3060

State Road Number	County	Begin Milepost or Nearest Cross Road	End Milepost or Nearest Cross Road	Number of Lights Being Currently Maintained Within These Limits	Type of Light(s): High Mast, Standard, Underdeck, or Sign	LED or HPS
SR 41	Levy	NE 11th Ave	Noble Ave	4		
SR 121	Levy	NE 11th Ave	Main Street	10		
SR 41	Levy	Main Street	SW 21st Place	3		
SR 27	Levy	City Limits	SW 7th Street	11		
SR 27	Levy	SW 7th Street	Main Street	32		
SR 27	Levy	Main Street	City Limits	62		
TOTAL # OF LIGHTS BEING MAINTAINED:				122		

Date: 09/10/2023

COUNCIL AGENDA ITEM

TOPIC: DISCUSSION WITH POSSIBLE ACTION: OMIT ONE SEGMENT OF PUBLIC PARTICIPATION FROM AGENDA.

REQUESTED BY: VICE-PRESIDENT JERRY ROBINSON
PREPARED BY: VICE-PRESIDENT JERRY ROBINSON

BACKGROUND / DESCRIPTION: COUNCIL AGENDA.

LEGAL REVIEW: NO

FISCAL IMPACTS: NO

RECOMMENDED ACTION:

ATTACHMENTS: RESOLUTION 2017-07, FLORIDA STATUE CHAPTER 286.

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION NO. 2012-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA SPECIFICALLY ADOPTING NEW RULES OF PROCEDURE FOR CITY COUNCIL MEETINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Williston deems it appropriate and necessary to create new rules to provide for procedure at City Council meetings; and

WHEREAS, it is in the public interest that meetings of the City Council in handling the public's business, be conducted in an orderly and dignified manner. To this end, the following rules are established for the conduct of all persons attending a meeting of the City Council.

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 hereby made a specific part of this resolution upon adoption hereof.

Section 2. This Resolution hereby serves to repeal Resolution No. 2003-14 and create new rules of procedure to provide as follows:

- a. All meetings of the City Council of the City of Williston whether they be special or regular meetings shall be governed by the rules of order set forth in this Resolution. The presiding officer shall be in control of all City Council meetings.
- b. All cell phones are to be silenced upon entering the Council Chambers;
- c. There will be no talking between and among audience members during the entire course of the Council meeting. Any person who talks within the audience and is individually called to order 3 times during meeting, will be escorted from the Council Chambers;
- d. Members of the audience must be recognized by the presiding officer before being permitted to address the Council;
- e. In every case where a person is recognized by the presiding officer, he or she will proceed to the podium and state his or her name for the benefit of the City Clerk, prior to offering comments on a given matter;
- f. There will be no personal attacks made by any member of the audience toward a sitting Council member and no personal attacks made by any Council member toward a member of the audience;

- g. There will be no conversation permitted between a member of the audience that has been recognized and any other member of the audience while speaking at the podium;
- h. The City Council may designate a portion of each regular meeting for the purpose of receiving public comment. Such comment shall be relevant to the business or affairs of the City and should be limited to a maximum time limit of 5 minutes;
- i. Any person desiring to address the City Council for more than 5 minutes on a non-agenda item must submit a written request to the City Clerk no later than close of business the Wednesday before the council meeting. Each request must detail the matter to be brought before the City Council and contain the name, address, phone number, date and signature of the person submitting the request. The person making the request will be responsible for providing sufficient copies of any documents to be presented to the City Council;
- j. When discussing agenda items, comments from the public will be brief and concise;
- k. The presiding officer will be permitted to do any of the following without being required to pass the gavel: make a motion, second a motion and vote on any motion;
- l. All votes will be counted by show of hands. *THIS HAS BEEN REPEALED-VOICE ONLY* The outcome of all votes and all proffers of motions and seconds will be verbally summarized by the presiding officer for the benefit of the City Clerk and for identification purposes on the audio recording made of each Council meeting;
- m. By majority vote, the City Council may at any time, limit or terminate a particular presentation or limit public comment in general, unless otherwise prohibited by law;
- n. Except as outlined above, all meetings will be conducted in accordance with Sections 4.1 and 4.2 of the Florida Municipal Officials Manual with the support of Robert's Rules of Order for clarification, as needed, on issues not covered in the Florida Municipal Officials Manual;
- o. Failure of the Council to abide by these rules may not be used as a basis to contest any decision rendered by the Council;
- p. By majority vote, the City Council may waive any of the provisions set forth herein.

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

Section 4. If any clause, section, other part of application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this resolution.

Section 5. This resolution shall become effective immediately upon passage and adoption:

Passed and made effective by the Williston City Council in regular session, this ____ day of June, 2012.

CITY OF WILLISTON, FLORIDA

BY: _____
Jerry Robinson
President, City Council

ATTEST: _____
Frances Taylor, City Clerk

Select Year: 2023 ▼

The 2023 Florida Statutes

Title XIX

Chapter 286

[View Entire Chapter](#)

PUBLIC BUSINESS

PUBLIC BUSINESS: MISCELLANEOUS PROVISIONS

286.0114 Public meetings; reasonable opportunity to be heard; attorney fees.—

(1) For purposes of this section, “board or commission” means a board or commission of any state agency or authority or of any agency or authority of a county, municipal corporation, or political subdivision.

(2) Members of the public shall be given a reasonable opportunity to be heard on a proposition before a board or commission. The opportunity to be heard need not occur at the same meeting at which the board or commission takes official action on the proposition if the opportunity occurs at a meeting that is during the decisionmaking process and is within reasonable proximity in time before the meeting at which the board or commission takes the official action. This section does not prohibit a board or commission from maintaining orderly conduct or proper decorum in a public meeting. The opportunity to be heard is subject to rules or policies adopted by the board or commission, as provided in subsection (4).

(3) The requirements in subsection (2) do not apply to:

(a) An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act;

(b) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

(c) A meeting that is exempt from s. [286.011](#); or

(d) A meeting during which the board or commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

(4) Rules or policies of a board or commission which govern the opportunity to be heard are limited to those that:

(a) Provide guidelines regarding the amount of time an individual has to address the board or commission;

(b) Prescribe procedures for allowing representatives of groups or factions on a proposition to address the board or commission, rather than all members of such groups or factions, at meetings in which a large number of individuals wish to be heard;

(c) Prescribe procedures or forms for an individual to use in order to inform the board or commission of a desire to be heard; to indicate his or her support, opposition, or neutrality on a proposition; and to indicate his or her designation of a representative to speak for him or her or his or her group on a proposition if he or she so chooses; or

(d) Designate a specified period of time for public comment.

(5) If a board or commission adopts rules or policies in compliance with this section and follows such rules or policies when providing an opportunity for members of the public to be heard, the board or commission is deemed to be acting in compliance with this section.

(6) A circuit court has jurisdiction to issue an injunction for the purpose of enforcing this section upon the filing of an application for such injunction by a citizen of this state.

(7)(a) Whenever an action is filed against a board or commission to enforce this section, the court shall assess reasonable attorney fees against such board or commission if the court determines that the defendant to such action acted in violation of this section. The court may assess reasonable attorney fees against the individual filing

such an action if the court finds that the action was filed in bad faith or was frivolous. This paragraph does not apply to a state attorney or his or her duly authorized assistants or an officer charged with enforcing this section.

(b) Whenever a board or commission appeals a court order that has found the board or commission to have violated this section, and such order is affirmed, the court shall assess reasonable attorney fees for the appeal against such board or commission.

(8) An action taken by a board or commission which is found to be in violation of this section is not void as a result of that violation.

History.—s. 1, ch. 2013-227.

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DCA 2018)(temporary injunction prohibiting city from requiring speakers at public hearings to give their names and addresses was overbroad). *Cf. Jones v. Heyman*, 888 F.2d 1328, 1333 (11th Cir. 1989) (mayor's actions in attempting to confine the speaker to the agenda item in the city commission meeting and having the speaker removed when the speaker appeared to become disruptive constituted a reasonable time, place and manner regulation and did not violate the speaker's First Amendment rights); and *Lozman v. City of Riviera Beach, Fla.*, 138 S.Ct. 1945 (2018), in which the U.S. Supreme Court held that the existence of probable cause for a speaker's arrest for failure to follow the city council's rules of procedure did not bar the speaker's First Amendment retaliation claim.

A circuit court is authorized to issue injunctions for the purpose of enforcing s. 286.0114, F.S. Section 286.0114(6), F.S. However, an action taken by a board or commission which is found to be in violation of that statute is not void as a result of the violation. Section 286.0114(8), F.S.

6. Restrictions on public attendance

a. Cameras and tape recorders

A board or commission may adopt reasonable rules and policies which ensure the orderly conduct of a public meeting and require orderly behavior on the part of those persons attending a public meeting. A board, however, may not ban the use of nondisruptive recording devices. *Pinellas County School Board v. Suncom, Inc.*, 829 So. 2d 989 (Fla. 2d DCA 2002) (school board's ban on unobtrusive videotaping invalid). *Accord* AGO 91-28. *And see* AGO 77-122 (silent nondisruptive tape recording of district meeting permissible).

The Legislature in Ch. 934, F.S., appears to implicitly recognize the public's right to silently record public meetings. AGO 91-28. Chapter 934, F.S., the Security of Communications Act, regulates the interception of oral communications. Section 934.02(2), F.S., however, defines "[o]ral communication" to specifically exclude "any public oral communication uttered at a public meeting . . ." *See also* Inf. Op. to Gerstein, July 16, 1976, stating that public officials may not complain that they are secretly being recorded during public meetings in violation of s. 934.03, F.S.

b. Exclusion of certain members of the public

The term "open to the public" as used in the Sunshine Law means open to *all* persons who choose to attend. AGO 99-53. *Cf. Ribaya v. Board of Trustees of City Pension Fund for Firefighters and Police Officers in City of Tampa*, 162 So. 3d 348, 356 (Fla. 2d DCA 2015) (although there appears to be no case law "squarely resolving" whether a wrongful exclusion of one person would void all actions taken at the meeting, "there is legal support for that proposition").

Thus the court in *Port Everglades Authority v. International Longshoremen's Association, Local 1922-1*, 652 So. 2d 1169, 1170 (Fla. 4th DCA 1995), ruled that a procurement committee violated the Sunshine Law by requesting that bidders voluntarily excuse themselves from each other's presentations. *See now* s. 286.0113(2), F.S., providing an exemption from the Sunshine Law for any portion of a meeting at which a vendor makes an oral presentation or answers questions as part of a competitive solicitation, and requiring a complete recording of the exempt portion of the meeting.

Staff of a public agency clearly are members of the public as well as employees of the agency; they cannot, therefore, be excluded from public meetings. AGO 79-01. Section 286.011, F.S., however, does not preclude the reasonable application of ordinary personnel policies, for example, the requirement that annual leave be used to attend meetings, provided that such policies do not frustrate or subvert the purpose of the Sunshine Law. *Id.*

Although not directly addressing the open meetings laws, courts of other states have ruled that in the absence of a compelling governmental interest, agencies may not single out

Keesler v. Community Maritime Park Associates, Inc., 32 So. 3d 659 (Fla. 1st DCA 2010), *review denied*, 47 So. 3d 1289 (Fla. 2010); and *Grapski v. City of Alachua*, 31 So. 3d 193 (Fla. 1st DCA 2010), *review denied*, 47 So. 3d 1288 (Fla. 2010).

However, as the court observed in *Herrin*, s. 286.0114(2), F.S., now mandates that “[m]embers of the public shall be given a reasonable opportunity to be heard on a proposition before a board or commission.” The opportunity to be heard does not have to occur at the same meeting at which the board or commission takes official action if the opportunity “occurs at a meeting that is during the decisionmaking process and is within reasonable proximity in time before the meeting at which the board or commission takes the official action.” Section 286.0114(2), F.S.

The terms “proposition” or “official action” are not defined in the statute, nor is there a distinction between official action taken at a formal meeting versus an informal setting, such as a workshop. *Inf. Op. to Jacquot*, April 25, 2014. “In light of the purpose of the statute to allow public participation during the decisionmaking process on a proposition, it should be liberally construed to facilitate that purpose.” *Id.*

Section 286.0114(3), F.S., states that the public’s “opportunity to be heard” does not apply to:

1. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act;
2. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
3. A meeting that is exempt from s. 286.011; or
4. A meeting during which the board or commission is acting in a quasi-judicial capacity. *See* AGO 17-01 (s. 286.0114, F.S., does not require that members of the public be given a reasonable opportunity to be heard at quasi-judicial code enforcement hearings held by a special magistrate pursuant to authority delegated from the county code enforcement board).

The statute does not prohibit a board or commission from “maintaining orderly conduct or proper decorum in a public meeting.” Section 286.0114(2), F.S. In addition, the opportunity to be heard is “subject to rules or policies adopted by the board or commission” as provided in s. 286.0114(4), F.S. These rules or policies are limited to those that:

1. Provide guidelines regarding the amount of time an individual has to address the board or commission;
2. Prescribe procedures for allowing representatives of groups or factions on a proposition to address the board or commission, rather than all members of such groups or factions, at meetings in which a large number of individuals wish to be heard;
3. Prescribe procedures or forms for an individual to use in order to inform the board or commission of a desire to be heard; to indicate his or her support, opposition, or neutrality on a proposition; and to indicate his or her designation of a representative to speak for him or her or his or her group on a proposition if he or she so chooses; or
4. Designate a specified period of time for public comment.

If a board or commission adopts such rules or policies and complies with them, it is deemed to be acting in compliance with the statute. Section 286.0114(5), F.S. *See Larson v. Palm Beach County*, No. 502016CA001706 (Fla. 15th Cir. Ct. September 26, 2019), *per curiam affirmed*, 311 So. 3d 853 (Fla. 4th DCA 2021), available online in the Cases database at the open government site at myfloridalegal.com, upholding a board procedural rule giving members of the public three minutes to speak on all items on the consent agenda versus three minutes on each regular agenda item. *And see City of Miami v. Airbnb, Inc.*, 260 So. 3d 478, 483-484 (Fla. 3d

Each board, commission, or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of the meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

This statute applies to every "board, commission, or agency of this state." See AGO 19-14 (Education Practices Commission, established in s. 1012.79, F.S., is a "commission" for purposes of s. 286.0105, F.S.)

The notice requirement in s. 286.0105, F.S., "is imposed at each occasion where notice of a meeting or hearing is required and is to be included in the notice to be given to the public of such meeting." *Linares v. District School Board of Pasco County*, No. 17-00230 (Fla. 6th Cir. Ct. January 10, 2018), available online in the Cases database at the open government site at myfloridalegal.com, quoting from AGO 89-82. See also *Everglades Law Center, Inc. v. South Florida Water Management District*, 290 So. 3d 123 (Fla. 4th DCA 2019), noting that with the adoption of s. 286.0105, F.S., "the legislature understood the importance of a verbatim record for appellate review of government board decisions."

d. Paid advertising requirements and additional notice provisions imposed by other statutes, codes, or ordinances

While the Sunshine Law requires only that *reasonable* public notice be given, a public agency may be subject to additional notice requirements imposed by other statutes, charters or codes. In such cases, the requirements of that statute, charter, or code must be strictly observed. Inf. Op. to Martimore, February 6, 1996.

For example, while the Sunshine Law does not mandate that an agency use a paid advertisement to provide public notice of a meeting, other statutes may specify publication requirements for certain actions. See *Yarbrough v. Young*, 462 So. 2d 515, 517n.1 (Fla. 1st DCA 1985) (Sunshine Law does not require city council to give notice "by paid advertisements" of its intent to take action regarding utilities system improvements, although the Legislature "has required such notice for certain subjects," e.g., 166.041[3][c], F.S.). See also s. 189.015(1), F.S. (notice requirements for meetings of the governing bodies of special districts); and s. 1001.372(2)(c), F.S. (school board meetings). Cf. s. 50.0311, F.S. (Internet website publication of governmental agency notices).

Similarly, a board or commission subject to Ch. 120, F.S., the Administrative Procedure Act, must comply with the notice and publication requirements of that act. See, e.g., s. 120.525, F.S. Those requirements, however, are imposed by Ch. 120, F.S., not s. 286.011, F.S., although the notice of a board or commission meeting published pursuant to Ch. 120, F.S., also satisfies the notice requirements of s. 286.011, F.S. *Florida Parole and Probation Commission v. Baranko*, 407 So. 2d 1086 (Fla. 1st DCA 1982).

5. Public comment

Prior to the adoption of s. 286.0114, F.S. (2013), Florida courts had determined that s. 286.011, F.S., provides a right to attend public meetings, but does not provide a right to be heard. See *Herrin v. City of Deltona*, 121 So. 3d 1094, 1097 (Fla. 5th DCA 2013) (phrase "open to the public" as used in s. 286.011, F.S., means that "meetings must be properly noticed and reasonably accessible to the public, not that the public has the right to be heard at such meetings"). See also