

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

DATE: TUESDAY, APRIL 16, 2024
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 Michael Cox
Councilmember Meredith Martin
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 5-8)
(Council Meeting Minutes from April 2, 2024)

ITEM – 4 – UPDATES

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD
- STAFF
- COUNCIL
- MAYOR

ITEM – 5 – NEW BUSINESS –

- A. RESOLUTION 2024-50: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING SURPLUS OF CERTAIN EQUIPMENT AT THE WILLISTON MUNICIPAL AIRPORT DEEMED UNNEEDED BY AIRPORT STAFF; APPROVING A SEALED BID AUCTION FOR SAID SURPLUS EQUIPMENT; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EFFECTUATE SAME ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 9-12)

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- B. RESOLUTION 2024-51: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA APPROVING THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT, FAA GRANT NUMBER 3-12-0087-026-2024 WILLISTON MUNICIPAL AIRPORT – CONSTRUCT TERMINAL BUILDING – FINAL PHASE; 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 13-49)
- C. RESOLUTION 2024-52: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT FOR FINANCIAL PROJECT NUMBER 442505-4-94-24 REGARDING THE WILLISTON MUNICIPAL AIRPORT – CONSTRUCTION OF NEW GA TERMINAL; 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 50-89)
- D. RESOLUTION 2024-53: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE ATTACHED LANDLORD’S CONSENT TO ASSIGNMENT FOR A LEASE AGREEMENT CURRENTLY WITH DENNIS MOELLMAN TO BE ASSIGNED TO GTC SERVICES, LLC; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE CONSENT TO ASSIGNMENT; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 90-114)
- E. RESOLUTION 2024-54: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE THE PURCHASE OF 150KW EMERGENCY GENERATOR AND AUTOMATIC TRANSFER SWITCH. AIRPORT MANAGER BENTON STEGALL. (pp 115-122)

OPEN PUBLIC HEARING

- F. 2ND READING, ORDINANCE 2024-723: AN ORDINANCE TO PROVIDE FOR THE ANNEXING OF CERTAIN PROPERTY IN THE CITY OF WILLISTON; PROVIDING THE DESCRIPTION OF THE ANNEXED PROPERTY; PROVIDING THAT THE ANNEXED AREA BE SUBJECTED TO ALL LAWS AND REGULATION AND ENTITLED TO ALL BENEFITS AND PRIVILEGES; PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. (PP 123-131)
- G. 2ND READING, ORDINANCE 2024-724: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA RELATING TO AMENDMENT PLAN AND CITY OF WILLISTON COMPREHENSIVE PLAN AND ZONING MAP FOR THE CITY OF WILLISTON LAND DEVELOPMENT REGULATIONS; AMENDING THE FUTURE LAND USE MAP OF THE CITY’S COMPREHENSIVE PLAN, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY’S LAND DEVELOPMENT REGULATIONS, PURSUANT TO AN APPLICATION BY L&B

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INVESTMENT GROUP LLC, FOR TAX PARCEL NO. 0486600000; CHANGING THE FUTURE LAND USE CLASSIFICATION OF THE DESIGNATED PROPERTY FROM PUBLIC (COUNTY) TO AGRICULTURAL (A) (TAX PARCEL NO. 0486600000) CHANGING THE ZONING OF THE DESIGNATED PROPERTY TO AGRICULTURAL. CITY PLANNER LAURA JONES. (PP 132-145)

- H. 2ND READING, ORDINANCE 2024-725: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE CITY OF WILLISTON LAND DEVELOPMENT REGULATIONS; AMENDING SECTION 44-12, NON-CONFORMING LOTS, NON- CONFORMING USES OF LAND, NON-CONFORMING STRUCTURES, NON-CONFORMING CHARACTERISTICS OF USE, AND NON-CONFORMING USE OF STRUCTURES AND PREMISES; AMENDING SECTION 60-172, PERMITTED PRINCIPLE USES AND STRUCTURES; AMENDING SECTION 60-179, MAXIMUM FLOOR AREA RATIO; AMENDING SECTION 60-180 MAXIMUM LOT COVERAGE BY ALL IMPERVIOUS SURFACES; AMENDING SECTION 60-182 MINIMUM OFF-STREET PARKING REQUIREMENTS DESCRIBED HEREIN; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. (PP 146-197)

CLOSE PUBLIC HEARING

ITEM – 6 – PUBLIC PARTICIPATION

ITEM - 7 - ANNOUNCEMENTS

ITEM – 8 – ADJOURNMENT

NEXT SCHEDULED COUNCIL MEETING MAY 7, 2024, 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)

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

Access Code / Meeting ID: 069017976

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

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

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

Council Meeting Procedures for members of the Public

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

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

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

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

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

DATE: TUESDAY, APRIL 2, 2024
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 Michael Cox
Councilmember Meredith Martin
Councilmember Zach Bullock
Councilmember Darfeness Hinds – absent

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

Chief Rolls asked to have Item 7(f) moved under Item 7 (a). Motion to approve agenda as amended by Councilmember Bullock. Seconded by Vice-President Cox. Motion carried 4-0.

ITEM – 2 – MAYORS STUDENT OF THE MONTH.

Mayor Goodman presented the following with a Certificate of Excellence and a Pizza Certificate: Ariel M. Cardoso-Earick, 7th Grade Williston Middle-High School, Daisey Cifuentes, 6th Grade Williston Middle High School, and Xintong Lin 2nd Grade, Joyce Bullock Elementary School.

ITEM – 3 – PROCLAMATION RECOGNIZING APRIL AS WATER CONSERVATION MONTH. MAYOR CHARLES GOODMAN.

Mayor Goodman presented Ann Larking from the GFWC Williston Woman’s Club Conservation Committee the Water Conservation Proclamation.

ITEM – 4 – PUBLIC PARTICIPATION – Ann Larkin,

Williston resident announced the VHG home based clinic opening in Williston on April 15th. Steve Pegram from Dial IL discussed his company Got Faith, that are looking at the old Williston hospital. Robert Langan, Williston resident talked about his utility bill being extremely high.

ITEM – 5 – CONSENT AGENDA –

Motion to approve the consent agenda by Vice-President Cox. Seconded by Councilmember Martin. Motion carried 4-0. (correction made on date of minutes, to March 19th meeting)

- Council minutes from March 19, 2024
- Resolution 2024-42: Approving a Manager Position at the Williston Animal Shelter and providing an effective date.

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- Resolution 2024-43: Renaming the Williston Community Animal Rescue to the Williston Animal Shelter; and providing an effective date.

ITEM – 6 – UPDATES

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD – Gave update on the Line of Credit from Seacoast Bank. The attorney is reviewing paperwork it should be ready at next meeting. In contact with GFL Environment Services regarding renewing their contract.
- STAFF – Utility Director Jonathen Bishop reminded everyone about the Clean-up at Peggy O’Neill Park Saturday April 6th from 10-3.
- COUNCIL- Councilmember Bullock discussed the celebration planned for the Williston Middle High School basketball team that won back-to-back State championship on April 27th from 10-3 in Heritage Park.
- MAYOR – None.

ITEM – 7 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: USDA GRANT. POLICE CHIEF MIKE ROLLS AND FINANCE DIRECTOR STEPHEN BLOOM. – Consensus from Council to bring this back in a resolution.
- B. RESOLUTION 2024-39: A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA, APPOINTING MAX BLANKS TO THE BOARD OF ADJUSTMENTS, AND CODE ENFORCEMENT, SEAT 3 FOR TERM BEGINNING APRIL 1, 2024, AND ENDING APRIL 1, 2027; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER, LAURA JONES. – Motion to approve Resolution 2024-39 by Councilmember Bullock. Seconded by Vice-President Cox. Motion carried 4-0.
- C. RESOLUTION 2024-44: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AWARDED JBPRO REQUEST FOR PROPOSAL NUMBER 2024-01 TO ASSIST THE CITY OF WILLISTON WITH A COMPREHENSIVE PLAN UPDATE. CITY PLANNER LAURA JONES. – Motion to approve Resolution 2024-44 by Vice-President Cox. Seconded by Councilmember Bullock. Motion carried 4-0.
- D. RESOLUTION 2024-45: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE BUILDING DEPARTMENT FEE SCHEDULE ATTACHED AS EXHIBIT “A” AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. – Motion to approve Resolution 2024-45 by Vice-President Cox. Seconded by Councilmember Bullock. Motion carried 4-0.

CITY OF WILLISTON, FLORIDA
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- E. RESOLUTION 2024-48: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE WILLISTON CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT FOR PROJECT-SPECIFIC PROFESSIONAL SERVICES WITH WRIGHT-PIERCE, INC., AND PROVIDING AN EFFECTIVE DATE. DONALD BARBER PUBLIC WORKS SUPERVISOR. – Motion to approve Resolution 2024-48 by Vice-President Cox. Seconded by Councilmember Bullock. Motion carried 4-0.
- F. RESOLUTION 2024-49: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING A SEAL BID AUCTION FOR SURPLUS PROPERTY OF VEHICLE #141 AND VEHICLE #161. POLICE CHIEF MIKE ROLLS. – Motion to approve Resolution 2024-49 by Councilmember Bullock. Seconded by Vice-President Cox. Motion carried 4-0.

OPEN PUBLIC HEARING

- G. ORDINANCE 2024-723: AN ORDINANCE TO PROVIDE FOR THE ANNEXING OF CERTAIN PROPERTY IN THE CITY OF WILLISTON; PROVIDING THE DESCRIPTION OF THE ANNEXED PROPERTY; PROVIDING THAT THE ANNEXED AREA BE SUBJECTED TO ALL LAWS AND REGULATION AND ENTITLED TO ALL BENEFITS AND PRIVILEGES; PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. – City Clerk swore in Laura Jones, Attorney Gooding, Albert Fuller, Kori Lamb, Samatha Hymes, Mike Spelman and Elijah Brown. Motion to approve 1st reading of Ordinance 2024-73 by Vice-President Cox. Seconded by Councilmember Martin. Motion carried 4-0.
- H. ORDINANCE 2024-724: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA RELATING TO AMENDMENTS TO THE CITY OF WILLISTON COMPREHENSIVE PLAN AND ZONING MAP FOR THE CITY OF WILLISTON LAND DEVELOPMENT REGULATIONS; AMENDING THE FUTURE LAND USE MAP OF THE CITY’S COMPREHENSIVE PLAN, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY’S LAND DEVELOPMENT REGULATIONS, PURSUANT TO AN APPLICATION BY L&B INVESTMENT GROUP LLC, FOR TAX PARCEL NO. 0486600000; CHANGING THE FUTURE LAND USE CLASSIFICATION OF THE DESIGNATED PROPERTY FROM PUBLIC (COUNTY) TO AGRICULTURAL (A) (TAX PARCEL NO. 0486600000) CHANGING THE ZONING OF THE DESIGNATED PROPERTY TO AGRICULTURAL. CITY PLANNER LAURA JONES. City Clerk swore in Laura Jones, Attorney Gooding, Albert Fuller, Kori Lamb, Samatha Hymes, and Mike Spelman for this Ordinance and Ordinance 2024-725. Motion to approve 1st reading of Ordinance 2024-724 by Vice-President Cox. Seconded by Councilmember Martin. Motion carried 3-1. Vice-President Cox, Councilmember Bullock and Councilmember Martin voted “Aye” and Council President Jones voted “Nay”.

CITY OF WILLISTON, FLORIDA
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- I. ORDINANCE 2024-725: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE CITY OF WILLISTON LAND DEVELOPMENT REGULATIONS; AMENDING SECTION 44-12, NON-CONFORMING LOTS, NON- CONFORMING USES OF LAND, NON-CONFORMING STRUCTURES, NON-CONFORMING CHARACTERISTICS OF USE, AND NON-CONFORMING USE OF STRUCTURES AND PREMISES; AMENDING SECTION 60-172, PERMITTED PRINCIPLE USES AND STRUCTURES; AMENDING SECTION 60-179, MAXIMUM FLOOR AREA RATIO; AMENDING SECTION 60-180 MAXIMUM LOT COVERAGE BY ALL IMPERVIOUS SURFACES; AMENDING SECTION 60-182 MINIMUM OFF-STREET PARKING REQUIREMENTS DESCRIBED HEREIN; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. – Motion to approve 1st reading of Ordinance 2024-725 with changes to lot size by Vice-President Cox. Seconded by Councilmember Bullock. Motion carried 4-0.

CLOSE PUBLIC HEARING

ITEM – 8 – PUBLIC PARTICIPATION – Mr. Johnny Hiers introduced himself to the Council and announced he’s running for District 5 Levy County Commissioner seat. Mr. Steve Pergram thanked the Council for allowing him to speak and hopes to be back in Williston soon.

ITEM - 9 – ANNOUNCEMENTS – The City Clerk told everyone that Jackie Appling thanked everyone for helping with Movie in the Park, it was a success. Councilmember Bullock wants to know if we can help the WYAA regarding their utility bill.

ITEM – 10 – ADJOURNMENT - Motion to adjourn at 9:18 by Councilmember Bullock. Seconded by Vice-President Cox. Motion carried 4-0.

Date: 4/16/2024

COUNCIL AGENDA ITEM

RESOLUTION 2024-50:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING SURPLUS OF CERTAIN EQUIPMENT AT THE WILLISTON MUNICIPAL AIRPORT DEEMED UNNEEDED BY AIRPORT STAFF; APPROVING A SEALED BID AUCTION FOR SAID SURPLUS EQUIPMENT; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EFFECTUATE SAME ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND/DESCRIPTION: 3 JET PORTER TUGS.

PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

LEGAL REVIEW: Yes. Approved as to legal form and sufficiency.

FISCAL IMPACTS: Currently this equipment is owned by the City of Williston and is not feasible to fix or repair and is considered surplus. Each tug will cost \$20,000 dollars to repair. City staff has reviewed and indicated we have no use for the above-described property.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2024-50	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

COUNCIL ACTION:

APPROVED
 DENIED

RESOLUTION NUMBER 2024-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING SURPLUS OF CERTAIN EQUIPMENT AT THE WILLISTON MUNICIPAL AIRPORT DEEMED UNNEEDED BY AIRPORT STAFF; APPROVING A SEALED BID AUCTION FOR SAID SURPLUS EQUIPMENT; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EFFECTUATE SAME ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, there is certain equipment located at the City of Williston Municipal Airport which airport staff has deemed no longer necessary or useful to the City's functions; and

WHEREAS, the City Council has determined it is in the City's best interest to deem such equipment surplus and authorize the equipment to be sold at a sealed bid auction; and

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

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

Section 2. The City Council hereby deems the equipment surplus and authorizes the City Clerk to arrange for such equipment to be sold at a sealed bid auction.

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

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

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PASSED AND ADOPTED at a meeting of the City Council this 16th day of April, 2024.

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



Date: 4/16/2024

COUNCIL AGENDA ITEM

RESOLUTION 2024-51:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT, FAA GRANT NUMBER 3-12-0087-026-2024 WILLISTON MUNICIPAL AIRPORT - CONSTRUCT TERMINAL BUILDING – FINAL PHASE; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND/DESCRIPTION: This is an FAA grant associated with the new airport GA terminal.

PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

LEGAL REVIEW: Yes. Approved as to legal form and sufficiency.

FISCAL IMPACTS: None, FDOT is covering the remainder.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

CONTRACT RESOLUTION 2024-51 MAP

LEASE OTHER DOCUMENTS

COUNCIL ACTION:

APPROVED

DENIED

RESOLUTION NUMBER 2024-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT, FAA GRANT NUMBER 3-12-0087-026-2024 WILLISTON MUNICIPAL AIRPORT - CONSTRUCT TERMINAL BUILDING – FINAL PHASE; 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 City of Williston submitted to the FAA a project application dated March 1, 2024, for a grant for federal funding for the final phase of construction of the new GA terminal building at the Williston Municipal Airport; and

WHEREAS, the FAA requires that a corresponding Grant Agreement (“Agreement”) be approved by the City of Williston; and

WHEREAS, the Williston Municipal Airport Manager is an appropriate party to execute documents related to such Agreement; and

WHEREAS, the City Council has determined it is in the City’s best interest to authorize the Williston Municipal Airport Manager to execute this Agreement, an unexecuted copy of which is attached hereto as Exhibit A; and

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

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

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

Section 3. The Williston Municipal Airport Manager is hereby authorized to execute on behalf of the City such documents as are required to enter the Agreement.

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

PASSED AND ADOPTED at a meeting of the City Council this 16th day of April, 2024.

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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



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

April 2, 2024

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 Terminal Program Grant (ATP) Project No. 3-12-0087-026-2024 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 **May 1, 2024**.
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,


 Juan C. Brown (Apr 2, 2024 15:01 EDT)

Juan C. Brown
 Acting Manager



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2024 AIRPORT TERMINAL PROGRAM GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date	April 2, 2024
Airport/Planning Area	Williston Municipal Airport
Airport Terminal Program Grant Number	3-12-0087-026-2024
Unique Entity Identifier	DUQCETBFHCN6

TO: City of Williston
(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated March 1, 2024, 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 – Final Phase (Building)

which is more fully described in the Project Application submitted in response to the Notice of Funding Opportunity (NOFO) published on September 1, 2023.

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 95% 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 \$499,872.

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

\$ 499,872 for 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:**

For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. All project costs must be incurred after the grant execution date unless specifically permitted under 49 U.S.C. § 47110(c). Certain airport development costs incurred before execution of the grant agreement, but after November 15, 2021, are allowable only if certain conditions under 49 U.S.C. § 47110(c) are met.

1. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination:
1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
 2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
 3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
 4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
 5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
 6. **Completing the Project Without Delay and in Conformance with Requirements.**
 - a. 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's policies and procedures.
 - b. The Sponsor agrees to post-award performance and project evaluation requirements by the FAA/DOT/Federal government or its agents as specified in the NOFO.
 - c. 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.
 - d. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
 7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
 8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before May 1, 2024, 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 environmental standards, as further defined in the Grant Assurances, 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 goods 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:
 - 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 Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) 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 (b) 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 (b) 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 subsection 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 subparagraph (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 OIG'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. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
 27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
 28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
 29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq)

and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

SPECIAL CONDITIONS

30. **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.
31. **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.
32. **Usable Unit of Development.** The FAA and the Sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the airport Sponsor understands and agrees that the work described in this grant agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.

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

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

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


Juan C. Brown (Apr 2, 2024 15:01 EDT)

(Signature)

Juan C. Brown

(Typed Name)

Acting Manager

(Title of FAA Official)

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

Part II - Acceptance

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

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

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

Dated

City of Williston

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(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, _____, 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 _____

By: _____

(Signature of Sponsor’s Attorney)

ASSURANCES

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.

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
- 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 March 1, 2024.

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: 4/16/2024

COUNCIL AGENDA ITEM

RESOLUTION 2024-52:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT FOR FINANCIAL PROJECT NUMBER 442505-4-94-24 REGARDING THE WILLISTON MUNICIPAL AIRPORT – CONSTRUCTION OF NEW GA TERMINAL; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE

BACKGROUND/DESCRIPTION: This is the FDOT match for the FAA grant.

PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

LEGAL REVIEW: Yes. Approved as to legal form and sufficiency.

FISCAL IMPACTS: None

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2024-52	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

COUNCIL ACTION:

APPROVED
 DENIED

RESOLUTION NUMBER 2024-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT FOR FINANCIAL PROJECT NUMBER 442505-4-94-24 REGARDING THE WILLISTON MUNICIPAL AIRPORT – CONSTRUCTION OF NEW GA TERMINAL; 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 GA Terminal; and

WHEREAS, grant funding is available for the construction of the new GA terminal; and

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

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

WHEREAS, the City Council has determined it is in the City’s best interest to authorize the City Council President to execute this Agreement, an unexecuted copy of which is attached hereto as Exhibit A; and

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

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

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

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

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

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

PASSED AND ADOPTED at a meeting of the City Council this 16th day of April, 2024.

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

**PUBLIC TRANSPORTATION
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Financial Project Number(s): (Item-segment-phase-sequence) 442505-4-94-24	Fund(s): Work Activity Code/Function: 215 Federal Number/Federal Award Identification Number (FAIN) – Transit only: N/A	DDR 215 N/A N/A	FLAIR Category: 088719 Object Code: 740100 Org. Code: 55022020228 Vendor Number: VF596000451013
Contract Number:	Federal Award Date:	N/A	
CFDA Number: N/A	Agency SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: N/A			
CSFA Title: N/A			

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

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

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in the Construction of the new GA Terminal at Williston Municipal Airport- FAA BIL ATP Eligible Portion. The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656., as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

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

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

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

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements

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

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

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.
6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through March 31, 2026. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
 - a. If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
 - a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
 - c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
 - d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$526,181. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$26,309 and, the Department's participation in the Project shall not exceed 5.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
 - Travel expenses are NOT eligible for reimbursement under this Agreement.
 - Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

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Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.
- If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

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

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Description and Responsibilities, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

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

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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

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

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

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

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

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

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

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

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

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- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

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

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

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

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

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applicable.

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

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- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

This indemnification shall survive the termination of this Agreement."

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

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

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

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

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- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of Williston

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: James M. Knight, P.E.

Title: _____

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Angela Hensel

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)): Construct new GA Terminal (FAA BIL ATP) 95/5 Split

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): Construct FAA BIL ATP Eligible Portions for the new GA Terminal which includes portions of the Site Work & Building Items - As required by 215.971, F.S., this scope of work includes but is not limited to site infrastructure work including consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, earthwork, erosion control, demolition, new & overlay of 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 site work for this project. Please see attached spreadsheet for specific eligible items under this grant. The Sponsor will comply with Aviation Program Assurances.

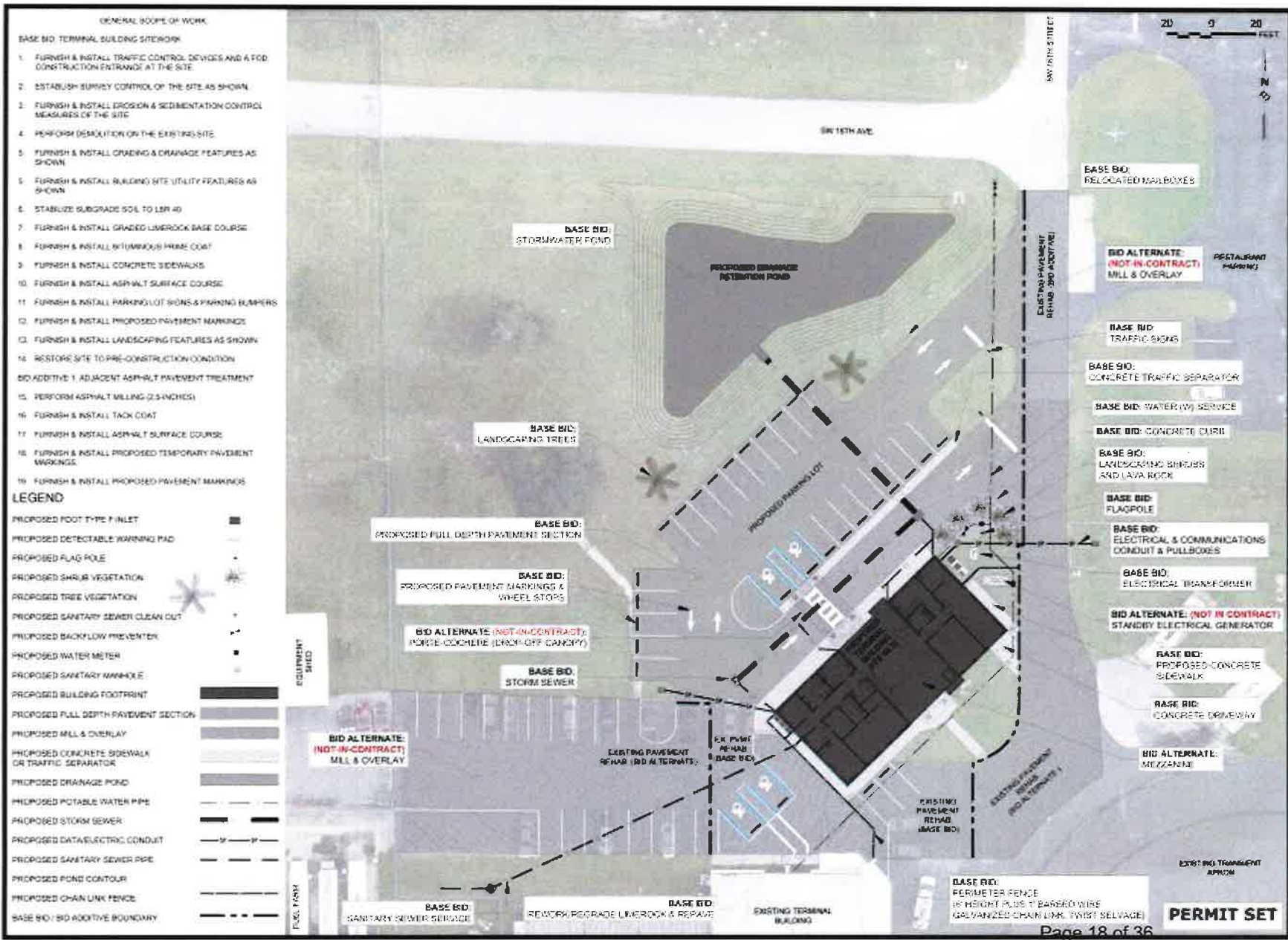
D. Deliverable(s): Construct new GA Terminal (FAA BIL ATP) 95/5 Split

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

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

F. Transit Operating Grant Requirements (Transit Only):

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



- GENERAL SCOPE OF WORK**
- BASE BID: TERMINAL BUILDING SITEWORK**
1. FURNISH & INSTALL TRAFFIC CONTROL DEVICES AND A FOD CONSTRUCTION ENTRANCE AT THE SITE
 2. ESTABLISH SURVEY CONTROL OF THE SITE AS SHOWN
 3. FURNISH & INSTALL EROSION & SEDIMENTATION CONTROL MEASURES OF THE SITE
 4. PERFORM DEMOLITION ON THE EXISTING SITE
 5. FURNISH & INSTALL GRADING & DRAINAGE FEATURES AS SHOWN
 6. FURNISH & INSTALL BUILDING SITE UTILITY FEATURES AS SHOWN
 7. STABILIZE SUBGRADE SOIL TO LER 40
 8. FURNISH & INSTALL GRADED LIMEROCK BASE COURSE
 9. FURNISH & INSTALL BITUMINOUS PRIME COAT
 10. FURNISH & INSTALL CONCRETE SIDEWALKS
 11. FURNISH & INSTALL ASPHALT SURFACE COURSE
 12. FURNISH & INSTALL PARKING LOT SIGNS & PARKING BUMPERS
 13. FURNISH & INSTALL PROPOSED PAVEMENT MARKINGS
 14. FURNISH & INSTALL LANDSCAPING FEATURES AS SHOWN
 15. RESTORE SITE TO PRE-CONSTRUCTION CONDITION
- BID ADDITIVE: 1. ADJACENT ASPHALT PAVEMENT TREATMENT**
15. PERFORM ASPHALT MILLING (2.5 INCHES)
 16. FURNISH & INSTALL TACK COAT
 17. FURNISH & INSTALL ASPHALT SURFACE COURSE
 18. FURNISH & INSTALL PROPOSED TEMPORARY PAVEMENT WORKINGS
 19. FURNISH & INSTALL PROPOSED PAVEMENT MARKINGS

LEGEND

PROPOSED FOOT TYPE FINLET	
PROPOSED DETECTABLE WARNING PAD	
PROPOSED FLAG POLE	
PROPOSED SHRUB VEGETATION	
PROPOSED TREE VEGETATION	
PROPOSED SANITARY SEWER CLEAN OUT	
PROPOSED BACKFLOW PREVENTER	
PROPOSED WATER METER	
PROPOSED SANITARY MANHOLE	
PROPOSED BUILDING FOOTPRINT	
PROPOSED FULL DEPTH PAVEMENT SECTION	
PROPOSED MILL & OVERLAY	
PROPOSED CONCRETE SIDEWALK OR TRAFFIC SEPARATOR	
PROPOSED DRAINAGE POND	
PROPOSED POTABLE WATER PIPE	
PROPOSED STORM SEWER	
PROPOSED DATA/ELECTRIC CONDUIT	
PROPOSED SANITARY SEWER PIPE	
PROPOSED POND CONTOUR	
PROPOSED CHAIN LINK FENCE	
BASE BID / BID ADDITIVE BOUNDARY	



Passero Associates
 1500 SW 10TH AVE
 WILLISTON, FL 32696
 PHONE: 352.329.1111
 FAX: 352.329.1112
 WWW: PASSEROASSOCIATES.COM

OVERALL SITE PLAN
 1500 SW 10TH AVE
 WILLISTON REGIONAL AIRPORT (R60) CORPORATE TERMINAL BUILDING
 COUNTY: FLORIDA
 PROJECT NO: 20090041.0023
 SHEET NO: C-104
 DATE: AUGUST 31, 2023

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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
442505-4-94-24	BIL	088719	2024	740100	N/A	N/A	\$499,872.00
442505-4-94-24	DDR	088719	2024	740100	N/A	N/A	\$26,309.00
Total Financial Assistance							\$526,181.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$26,309.00	\$0.00	\$499,872.00	\$526,181.00	5.00	0.00	95.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$26,309.00	\$0.00	\$499,872.00	\$526,181.00			

*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

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

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

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

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

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

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

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

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

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

Insert District PIO contact info:

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

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

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ENGINEER'S CERTIFICATION OF COMPLIANCE

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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**EXHIBIT D
AGENCY RESOLUTION**

PLEASE SEE ATTACHED

EXHIBIT E

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

A. General.

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

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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

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C. Agency Authority.

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

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

1. Accounting System.

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

2. Good Title.

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

3. Preserving Rights and Powers.

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

4. Hazard Removal and Mitigation.

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

5. Airport Compatible Land Use.

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

6. Consistency with Local Government Plans.

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

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

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

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

8. Airport Financial Plan.

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

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

10. Fee and Rental Structure.

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

11. Public-Private Partnership for Aeronautical Uses.

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

12. Economic Nondiscrimination.

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

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

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

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

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

20. Consultant, Contractor, Scope, and Costs.

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

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

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

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

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

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

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

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

a. Project Certifications. Certify Project compliances, including:

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

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

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

c. Inspection and Approval. The Agency assures that:

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

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

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

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

- b. **Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

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

Date: 4-16-2024

COUNCIL AGENDA ITEM

RESOLUTION 2024-53:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE ATTACHED LANDLORD'S CONSENT TO ASSIGNMENT FOR A LEASE AGREEMENT CURRENTLY WITH DENNIS MOELLMAN TO BE ASSIGNED TO GTC SERVICES, LLC; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE CONSENT TO ASSIGNMENT; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND/DESCRIPTION: Dennis Moellman is requesting that the City approve a lease assignment (subject to terms of current lease and any amendments thereto) from Mr. Moellman to GTC Services, LLC.

PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

LEGAL REVIEW: Yes. Approved as to legal form and sufficiency.

FISCAL IMPACTS: Assignment does not impact rental rate.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

 CONTRACT **XX** **RESOLUTION 2024-53** **MAP**

 XX **CONSENT TO LEASE ASSIGNMENT**

COUNCIL ACTION:

 APPROVED

 DENIED

RESOLUTION NUMBER 2024-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE ATTACHED LANDLORD'S CONSENT TO ASSIGNMENT FOR A LEASE AGREEMENT CURRENTLY WITH DENNIS MOELLMAN TO BE ASSIGNED TO GTC SERVICES, LLC; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE CONSENT TO ASSIGNMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dennis Moellman currently has a lease agreement (with any approved lease amendments) for land located at the Williston Municipal Airport; and

WHEREAS, Such existing lease agreement – along with any approved amendments – requires that Mr. Moellman obtain the consent of the City in order to effectuate any assignment of the lease obligations from Mr. Moellman to any other entity; and

WHEREAS, Mr. Moellman has requested the City's consent in assigning the lease agreement – along with any approved lease amendments – to GTC Services, LLC in accordance with the terms set out in the Landlord's Consent to Assignment attached hereto as Exhibit A; and

WHEREAS, the relevant Codes of the City of Williston, Florida allows for leases of land at the Williston Municipal Airport under terms that comply with such codes and other relevant state and federal laws and the requested Consent to Assignment is compliant therewith; and

WHEREAS, the City Council President is the appropriate individual to execute documents related to such Consent to Assignment; and

WHEREAS, the City Council has determined it is in the City's best interest to authorize the City Council President to execute this Consent to Assignment, an unexecuted copy of which is attached hereto as Exhibit A and any other such documents as are required to effectuate the Consent to Assignment.

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

Section 1. The City Council hereby approves the Consent to Assignment from Deniss Molleman to GTC Services, LLC and the appropriate City Official is hereby authorized to execute the Consent to Assignment which is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED by an affirmative vote of a majority of a quorum present in the City Council of the City of Williston, Florida this 16th day of April, 2024.

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

Debra Jones, City Council President

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

Approved as to Form and Legality:

Latricia Wright, City Clerk

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

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

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

ASSIGNMENT OF LEASE

WHEREAS, the undersigned Dennis Moellman, (“ASSIGNOR”), in consideration of the sum of _____ (\$_____), in hand paid by GTC Services, LLC, a Florida Limited Liability Company, (“ASSIGNEE”), the receipt whereof is hereby acknowledged, has granted, bargained, assigned transferred and set over unto GTC Services, LLC, that certain Memorandum of Land Lease and Land Lease Agreement dated December 17, 2002, as well as the most recent extension dated October 30, 2023 wherein the CITY OF WILLISTON is the LESSOR and Denniss Moellman is the LESSEE, which land lease covers the premises located in Levy County, Florida and described more specifically in the attached *Land Lease Agreement*, and *Lease Term Extension* attached hereto as “Exhibit A”. :

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

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

ASSIGNOR: DENNIS MOELLMAN

By: _____
Dennis Moellman

By: _____
WITNESS

PRINTED NAME

By: _____
WITNESS

PRINTED NAME

**STATE OF FLORIDA
COUNTY OF LEVY**

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of _____, 2024, by Dennis Moellman, who is personally known to me or produced _____ as identification and did not take an oath.

Notary Public

(Remainder of page intentionally left blank)

ACCEPTANCE OF ASSIGNMENT

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

DATED this ____ day of _____, 2024.

GTC SERVICES, LLC

By: _____
WITNESS

PRINTED NAME

By: _____

Name: _____

Title: _____

GTC Services, LLC
25145 NW 140th Ln
High Springs, FL, 32643

By: _____
WITNESS

PRINTED NAME

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization this ____ day of _____, 2024, by Dennis Moellman, who is personally known to me or produced _____ as identification and did not take an oath.

Notary Public

(Remainder of page intentionally left blank)

CONSENT OF LESSOR

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

DATED this ____ day of _____, 2024.

CITY OF WILLISTON

By: _____
WITNESS

PRINTED NAME

By: _____
DEBRA JONES,
PRESIDENT, CITY COUNCIL

By: _____
WITNESS

PRINTED NAME

ATTEST:
By: _____
LATRICIA WRIGHT,
CITY CLERK

FILE# 401669
Levy County, FLORIDA

RCD Feb 13 2003 03:29
Danny J. Shipp., CLERK

Return to:
Barbara Heason
City Clerk
City of Williston PO Box 16
Williston, FL 32696

Prepared by:
D. Fugate
Attorney at Law
Post Office Box 98
Williston, FL 32696

MEMORANDUM OF LAND LEASE

THIS MEMORANDUM OF LEASE entered into this 17th day of December, 2002, by and between the CITY OF WILLISTON (the "Lessor"), and Dennis Moellman, (the "Lessee"),

W I T N E S S E T H :

WHEREAS, the Lessor and the Lessee have entered into a Land Lease Agreement dated Dec. 17, 2002 (the "Lease") pursuant to which the Lessor leases to the Lessee that certain real property herein described; and,

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

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

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

A revetment and hardstand located on the North side of Taxiway "D", at the North end of Taxiway "E", at the Williston Municipal Airport, described as follows:

From the point where the centerline of Taxiway "D" intersects with the centerline of Taxiway "E", go North fifty seven and one-half (57½) feet to the Point of Beginning; then go East sixty (60) feet, then go North one hundred eighty (180) feet, then go West three hundred thirty (330) feet, then go South one hundred eighty (180) feet, then go East two hundred seventy (270) feet to close on the Point of Beginning.

2. Unless sooner terminated as provided in the Lease, the initial term of the Lease is for five years, beginning on January 1, 2003 and ending on December 31, 2007. The Lessee has an option pursuant to the Lease to renew the Lease for additional five (5) year terms.

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

IN WITNESS WHEREOF, the parties have executed this Memorandum of Land Lease this 16th day of January, 2003.



LESSOR:
CITY OF WILLISTON

Attest:

Barbara Henson
City Clerk
Barbara Henson

BY: James W Cason
President, City Council
James W. Cason

LESSEE:
Dennis Moellman
Dennis Moellman

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this 16th day of January, 2003, by James W. Cason, the President of the City Council of the City of Williston, and Barbara Henson, the City Clerk, on behalf of the City. They are personally known to me and did not take an oath.

WITNESS my hand and seal, at office in Levy County, Florida, the 16th day of January, 2003.

My commission expires



Jennifer Still
Notary Public, State of Florida

STATE OF MARYLAND
COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 8 day of JAN., 2003, by Dennis Moellman. He is personally known to me and did not take an oath.

WITNESS my hand and seal, at office in Montgomery County, Maryland this 8 day of JAN., 2003.

My commission expires: JAN-1, 2007

P. Nowzari
Notary Public P. Nowzari

LAND LEASE AGREEMENT

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

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

WHEREAS, Dennis Moellman, ("the Lessee"), is desirous of leasing a certain parcel at the said airport as is hereinafter described for the purpose of constructing an aircraft hangar and operating a business for the manufacture and fabrication of composite experimental aircraft;

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

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

A revetment and hardstand located on the North side of Taxiway "D", at the North end of Taxiway "E", at the Williston Municipal Airport, described as follows:

From the point where the centerline of Taxiway "D" intersects with the centerline of Taxiway "E", go North fifty seven and one-half (57½) feet to the Point of Beginning; then go East sixty (60) feet, then go North one hundred eighty (180) feet, then go West three hundred thirty (330) feet, then go South one hundred eighty (180) feet, then go East two hundred seventy (270) feet to close on the Point of Beginning.

2. TERM: The initial term of this Lease shall be five (5) years commencing on January 1, 2003, and ending at midnight, December 31, 2007. Should the Lessee hold over beyond the initial term or any renewal term without further extension of the term in accordance with the renewal terms of this lease, then the Lessee shall become a month to month tenant in accordance with law and upon the terms and conditions of this lease.

3. RENT: The rent for the first year of the initial term of this lease shall be one thousand three hundred sixty dollars (\$1,360.00). The rent shall be paid monthly, in advance, in the amount of \$113.33 per month, together with all applicable sales tax. The rent for the initial and any renewal and hold over terms shall be adjusted each year on the annual anniversary date of the lease by multiplying

the rent for the prior year by the percentage increase or decrease in the composite Consumer Price Index for the most recent prior twelve months, as published by the U.S. Department of Labor, Bureau of Labor Statistics.

4. **NOTICES:** All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served by certified mail, return receipt requested, to Lessor, City of Williston at P.O. Drawer 160, Williston, Florida 32696-0160 and to Lessee, at 1383 N. Carolina Avenue, NE Washington, D.C. 20002, or to such other address as Lessor or Lessee may by writing to the other so designate. Notice to Lessee may also be served by personal delivery.

5. **WARRANTIES OF TITLE AND QUIET POSSESSION:** The Lessor covenants that Lessor is seized of the demised premises and owner in fee simple thereof, subject to all matters of record, with the full right to make this Lease, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the demised premises during the term hereof.

6. **USES PROHIBITED:** The Lessee shall not use or permit the demised premises or any part of same to be used for any unlawful purpose and the same shall be used only for operating a business for the manufacture and fabrication of composite experimental aircraft, aircraft storage and maintenance. Other uses which are consistent with the Airport Layout Plan may be allowed, if approved in writing by the Williston City Council.

7. **COMPLIANCE WITH LAWS:** During the term of this Lease, the Lessee shall comply with all laws of the City of Williston, State of Florida and the U.S. Government, breach of which shall be cause for cancellation of this Lease. The Lessee shall abide by all applicable regulations as set forth in City Ordinance 404, together with any future amendments to said ordinance. The violation of any provision of the said ordinance, as evidenced by a final determination by the City's code enforcement board or a court of law, shall be conclusively deemed a default under this lease and shall not be subject to the notice requirements or cure provisions set forth in the default section of this lease. The Lessee further covenants that the said premises shall not be used for any purpose which might cause forfeiture of the Lessors title to the said premises.

8. **CONSTRUCTION:** The Lessee, at its sole cost and expense, does covenant and agree with the Lessor that it shall construct upon the said premises a building for its use, said building to consist of approved construction that will comply with the Southern Standard Building Code and with all code requirements of the City of Williston; and said construction shall be built in a good and workmanlike manner and that the construction shall be free and clear of any and all liens

or encumbrances of whatsoever kind and nature.

9. **PRIOR TO CONSTRUCTION:** It is understood and agreed by and between the parties hereto that the Lessee shall be responsible for any and all site preparation, clearing, paving, utilities and removal of fences and reconstruction thereof if the same is necessary; that the Lessee shall also furnish to Lessor, for its approval prior to construction, site plans, building location, architectural prints and other information concerning and including plans for the construction.

10. **COMPLETION OF CONSTRUCTION:** The Lessee covenants and agrees that the construction of the said buildings shall commence within 90 days and be completed within 210 days of the date of inception of this lease. In the event the construction is not completed as contemplated herein, this Lease shall become null and void and the rentals due shall be paid and the rentals paid shall be forfeited.

11. **ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST:** The Lessee may at any time from time to time during the term of this lease or extensions thereof, encumber by mortgage or other security instruments by way of assignment or otherwise lessee's interest under this lease with the consent of the Lessor. Any such encumbrance shall be subordinate and inferior to this lease agreement. Any such encumbrance shall be in accordance with the following provisions:

A. Any lender on the security of the leasehold estate shall have the right at any time during the term of the lease:

(i) To do any act or thing required of the Lessee hereunder and all acts or things done and performed shall be as effective to prevent a forfeiture of the Lessee's rights hereunder, as if done by the Lessee.

(ii) To realize on the security afforded by the leasehold estate by exercising foreclosure proceedings or power of sale or of other remedy afforded in law or in equity or by the security documents and to transfer, convey or assign the title of the Lessee to the leasehold estate created hereby to any purchaser at any such foreclosure sale and to acquire and succeed to the interest of the Lessee hereunder by virtue of any such foreclosure sale.

B. Notwithstanding anything to the contrary provided for in this article or elsewhere in this lease, the rights of the Lessor, in the event of a default, may not be exercised until written notice of such default is given to any lender or any person or firm designated by such lender to accept such notices. It is agreed that such lender shall have the right to cure any such defaults within fifteen (15) days with respect to any default that can be cured by the payment of money or within thirty (30) days with respect to any other covenant or condition or term of this lease.

(i) The promissory note and other appropriate instruments evidencing such loan shall provide that the indebtedness shall be fully amortized over a period which shall terminate not later than expiration of the primary term of the lease.

(ii) The lender shall agree to give notice to the Lessor of any default by the Lessee under any such loan and loan agreement, and such default shall be a default in this lease.

(iii) The appropriate loan documents shall provide that after receipt of notice of default from any lender, Lessor shall have the right, but shall not be obligated to, cure any such default at any time which by the term of any such loan or pursuant to the provisions of any such law, the Lessee has the power to cure such default.

(iv) The appropriate instruments of any such loan shall provide that in the event a default thereunder by Lessee, Lessor at its option shall be entitled to become subrogated to the position of the Lessee by curing such default.

(v) (e) The amount of any such interim or permanent loan shall not exceed \$100,000.00.

C. No such lender shall be liable to the Lessor as an assignee of this lease unless and until such time as such lender shall acquire the rights of the Lessee hereunder through foreclosure or other appropriate proceedings in the nature thereof or as the result of any other action or remedy provided for by such mortgage or which may be other provided by law.

D. All lenders shall give notice as to their interest to the Lessor by filing a copy of the security agreements or mortgages with the Lessor.

E. It is specifically understood and agreed that nothing herein shall be construed to require or allow the Lessor to do, perform or cause to act in violation of Article VII, Section 10 of the Florida Constitution. The right to grant as security interest hereunder by the Lessee shall in no wise obligate Lessor to pay any obligation of the Lessee. Any lender to Lessee shall have the obligation to perform all agreements, condition and covenants of this lease in case of default by Lessee.

12. **SIGNS:** Except with the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior of the demised premises or within the demised premises that are visible from outside such premises.

13. **LESSORS RIGHT OF ENTRY:** The Lessee at all reasonable times shall permit Lessor or its agents to enter into and upon the said demised premises for the purpose of inspecting the same.

14. **PREMISES IMPROVEMENTS UPON TERMINATION:** Lessee may, at its own expense and upon written approval by Lessor, make alterations and improvements to the Premises as necessary for the conduct of its business. Lessee specifically agrees that any and all improvements, except signs, equipment and trade fixtures installed, located upon the said premises shall become the property of the Lessor upon termination of this lease.

15. **RIGHT OF WAY USE:** Subject to reasonable regulations imposed regarding airport access, Lessor grants to Lessee, its employees, agents, suppliers, customers and invitees, a non-exclusive right during the term of this Lease the right of way for ingress and egress, over, across and upon the designated right of way to State Road 121.

16. **OTHER RIGHTS RESERVED BY LESSOR:** In addition to all rights reserved by Lessor in and to the demised premises, Lessor expressly reserves the right to further develop or improve the landing area of the airport and its industrial parks, as the Lessor deems proper, regardless of the desires and views of the Lessee and without interference or hindrance; maintain and keep in repair, but without obligation to Lessee, the landing area and industrial parks of the airport and all publicly owned facilities of the airport; and take any action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent the Lessee from conducting any practice that may be detrimental to the airport and industrial parks which in the opinion of the Lessor would limit the usefulness of the airport and its industrial parks or constitute a hazard to such.

17. **UTILITIES:** The Lessee agrees to pay all charges for any and all utilities in or about the premises whether the same be telephone, electricity, water, sewer, gas or the like. Lessee further agrees that if, at any time during the term of this lease agreement, the City commences providing City utility services to the airport property, the Lessee will purchase such utility services from the City. Lessee further agrees to take delivery of all City of Williston utilities when each utility service is made available. At the option of Lessee and upon Lessor's concurrence, Lessee may choose to have the Lessor provide all City utility services to the leased premises as a part of the rent payment pursuant to paragraph 3 hereof. If Lessee chooses this option, Lessor shall adjust each month's rent to Lessee so as to reimburse Lessor for its cost of providing such City utility services, said cost to be determined as established by the City's appropriate utility tariffs based on Lessee's monthly metered consumption.

18. **REPAIRS AND MAINTENANCE:** The Lessee covenants and agrees

with the Lessor that said Lessee shall at its own cost and expense make any or all repairs necessary to maintain the premises so constructed.

19. **INSURANCE:**

(a) The Lessee shall at its own expense maintain fire and extended coverage insurance on all existing buildings and other buildings so constructed in an amount not less than the full insurable value thereof, said insurance shall be for the use and benefit of the Lessor and the Lessee and the said Lessee shall furnish a certificate of such insurance to the Lessor, together with a receipt showing the premium has been paid.

(b) The Lessee shall carry commercial general liability insurance in the minimum amount of \$500,000.00 per occurrence, with a minimum aggregate in the amount of \$1,000,000.00, together with property damage insurance of the minimum amount of \$100,000.00 and cause to be added as party insured under such policy the Lessor and to furnish the Lessor with a certificate of such insurance, together with a receipt showing the premium has been paid.

(c) At any time after occupancy of the premises by the Lessee, the Lessee agrees to allow an inspection by the Landlord and the Florida Department of Environmental Protection, (the "DEP"), to determine the extent of storage or use of hazardous materials and to determine an appropriate amount of pollution insurance. The Lessee agrees to obtain pollution insurance, with the Lessor listed as an additional insured party, in an amount as reasonably required by the Lessor.

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

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

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

necessary; provided, however, that any expense incurred by reasons thereof shall be borne by the Lessee and such proceedings shall be conducted free of any expense to the Lessor.

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

23. **DEFAULT:** In the event the Lessee should fail to pay any of the rental reserved herein for a period of more than ten (10) days after the same shall become due and payable or if the Lessee shall fail to keep or shall violate any of the other conditions, stipulations or agreements as are herein contained then such failure or violation shall continue for a period of fifteen (15) days after the Lessee shall have been notified, then and in that event the Lessor at its option may either terminate this Lease or re-enter the demised premises by summary proceedings or otherwise and expel Lessee and remove all property therefrom and relet the premises at the best possible rent obtainable, making reasonable efforts therefor and receive the rent therefrom; but Lessee shall remain liable for the deficiency, if any, between the Lessee's rent hereunder and the price obtained by the Lessor on reletting; however, a default (except as to payment of rentals) shall be deemed cured if the Lessee in good faith commences performance requisite to cure same within fifteen (15) days after receipt of notice and shall continuously pursue with reasonable diligence the performance required to cure such default, except that Lessee shall not be allowed an opportunity to cure a re-occurring default of the type which has been previously noticed by the Lessor and cured by the Lessee. Lessor may recover reasonable attorneys' fees and costs incurred by Lessor for any action or proceeding to collect on or enforce this lease, or to secure any rights due Lessor under this lease.

24. **CONDEMNATION:** In the event the entire premises hereby leased are taken in condemnation proceedings, the Lessee may cancel the Lease; should a substantial part of said premises be so taken, the Lessee may cancel this Lease or at its option retain the remainder of the premises, which shall be restored to tenantable condition, then the rental shall be apportioned; the rental thereafter shall be reduced in proportion to the amount of loss as a result of condemnation proceedings.

25. **CLEANLINESS:** Lessee shall at all times keep the grounds and any building or buildings in a reasonably neat and orderly condition

and shall keep the entryways and delivery areas adjoining the building reasonable clean and free from rubbish and dirt. Lessee will not store any unsightly materials or junk of any kind upon the said premises and shall commit or suffer no waste of the said demised premises or maintain any nuisance thereon.

26. **DESTRUCTION OF PREMISES:** In the event of damage to or destruction of the building or buildings which are to be erected on said real property pursuant to the terms of this Lease, during the term of said Lease, from any cause covered by the insurance required hereunder, Lessee shall forthwith repair or rehabilitate the same. Such damage or destruction shall in no wise annul or void this Lease.

27. **LATE PAYMENT PENALTY:** All lease payments that are not paid by the due date are considered delinquent and shall be assessed a five (5) percent penalty which shall be considered a part of the rent and shall be due and payable with the rent payment.

28. **OPTION TO EXTEND TERM OF LEASE:** Conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, Lessor does hereby grant to Lessee an option to extend the lease term for five (5) additional five year terms, with the rent adjusted according to paragraph 3, and provided that the Lessee, prior to the end of the first five year term, gives sixty days written notice of its intent to exercise its option. Lessee's right to renew shall be conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, and any non-compliance with any term or provision of this lease by Lessee, regardless of whether notice was given by Lessor or whether the non-compliance was cured, shall constitute sufficient cause by Lessor to refuse renewal of this lease.

29. **BANKRUPTCY:** The Lessee agrees that if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety days after such appointment, then the Lessor may, at its option, declare the termination of this Lease agreement shall forthwith be entitled to immediate possession of the Premises.

30. **END OF TENANCY:** The Lessee will yield up the Premises and all additions thereto (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.

31. **PART OF MUNICIPAL AIRPORT:** It is understood and agreed by and between the parties hereto that the said property is a portion of the Williston Municipal Airport and, therefore, notwithstanding

anything contained that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport.

This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Lessor acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Lessor pertaining to the Williston Airport.

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

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

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

The Lessee expressly agrees to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply

with Federal Aviation Regulations, Part 77.

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

34. **SUBROGATION CLAUSE**: The Lessor and Lessee shall waive all rights, each against the other, and against those holding under or through the Lessor or Lessee, for damages caused by fire or other perils covered by insurance where such damages are sustained in connection with the occupancy of the Premises.

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

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

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

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

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

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

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

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

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

36. **STORMWATER POLLUTION:** Lessee agrees to prepare and adhere to a Stormwater Pollution Prevention Plan that meets the requirements of federal and state law and that is approved by Lessor. Lessee agrees to provide a copy of said plan to Lessor.

37. **LITIGATION VENUE:** The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Levy County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Northern District of Florida.

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

39. **ENTIRE AGREEMENT:** This lease contains the entire agreement of the parties. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced.

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

41. **CONDITIONS PRECEDENT:** This lease is conditioned upon the happening of the following:

- A. Review and approval by the Federal Aviation Administration of the Lease Agreement and the proposed construction.
- B. Approval by the City of Williston of changes to its zoning ordinance necessary to allow the proposed use by the Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate this 16th day of January, 2003.

LESSOR:
CITY OF WILLISTON

BY: James W. Cason
RESIDENT, CITY COUNCIL

ATTEST: Barbara Hanson
CITY CLERK

LESSEE:
Dennis Moellman
DENNIS MOELLMAN

Jennifer Skiff
WITNESS
PRINT NAME:


P. Nowzari
WITNESS
PRINT NAME: P. Nowzari

STATE OF MARYLAND
COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 8 day of JAN., 2003, by Dennis Moellman who is personally known to me or provide DL/WV#C692018 as identification and did not take an

oath.

[Seal]



Notary Public P. Nowzari

My Commission Expires: JAN. 1, 2007
Prepared by and return to:
Norm D. Fugate
Attorney at Law
Post Office Box 98
Williston, Florida 32696

CITY OF WILLISTON, FLORIDA
ECONOMIC DEVELOPMENT BLOCK GRANT
SECOND PUBLIC HEARING AND
REGULAR CITY COUNCIL MEETING

Minutes

5

December 17, 2002

c. Donate of Portable Helicopter Trailer – Councilwoman Jones told the Council that the Levy County Sheriff's Department is donating a portable helicopter trailer to the Williston Municipal Airport.

Councilwoman Jones **moved**, Councilman Byrd **seconded**; to accept the donation of the portable helicopter trailer into the City's inventory from the Levy County Sheriff's Department. Motion **carried** with all members voting yes.

d. Dwayne Fouts Airport Lease – Councilwoman Jones told the Council that Mr. Fouts lease is being presented for approval *contingent* upon the zoning change in Ordinance No. 450 and FAA approval with an effective date of January 15, 2003.

Attorney Fugate told the Council that the lease is to be presented at the January 7, 2003 meeting with the changes. Councilwoman Jones agreed and asked that this be tabled. Council **agreed**.

e. Moehlman Lease – Councilwoman Jones told the Council that the original lease is for five (5) years. The lease is to be effective on January 15, 2003 *contingent* upon approval of the zoning change. The rent is \$1,360.00 per year adjusted annually with CPI and additional insurance. The insurance has been changed to Commercial Liability in the amount of \$500,000 per occurrence with \$1 million aggregate.

Councilwoman Jones told the Council that the Airport Committee is recommending that the pollution insurance be waived at this time with an assessment to be conducted by DEP with a recommendation as to whether they would need pollution insurance. Language may be incorporated into the lease, which would require them to have the pollution insurance at any point in time after an assessment is conducted.

Attorney Fugate told the Council that it is his position that every business at the airport should have pollution insurance. Councilwoman Jones told the Council that she feels that the business should be assessed by the Hazardous Waste Questionnaire and require if needed.

Councilwoman Jones asked the Council to approve the lease with changing the insurance to \$500,000 per occurrence with \$1 million aggregate, waiver of pollution insurance with a DEP assessment as to the requirement as may be needed and *contingent* upon the zoning change.

Councilwoman Jones **moved**, Councilman Byrd **seconded**; to approve the lease with the above stated changes *contingent* upon the zoning change. Motion **carried** with a four (4) to one (1) vote. Councilwoman Jones, Councilman Byrd, Councilman Reddy and Vice-President Holcomb voted yes. President Cason voted no.

ITEM 11 – PRESIDENT CASON RE: REQUEST SUPPORT OF CITY OF NORTH PORT CITY COMMISSION

Councilwoman Jones **moved**, Councilman Byrd **seconded**; approval to support the City of North Port. Motion **carried** with all members voting yes.

ITEM 12 – FINANCE DIRECTOR STULL RE: BUDGET AMENDMENT FY 2002-03 FOR WILLISTON VOLUNTEER FIRE DEPARTMENT IN THE AMOUNT OF \$575.00

Finance Director Stull told the Council that this is a donation for the K-9 Rescue Unit for the Williston Volunteer Fire Department. This will be a Budget Amendment to the General Fund Other Miscellaneous Income and a line item for the Williston Volunteer Fire Department to Travel and Per Diem.

Councilman Byrd **moved**, Councilwoman Jones **seconded**; to approve the **Amendment FY 2002-03** in the amount of **\$575.00** for the Williston Volunteer Fire Department. Motion **carried** with all members voting yes.

LEASE TERM EXTENSION

SCANNED

WHEREAS, the City of Williston ("Lessor"), and Dennis Moellman, ("Lessee"), on January 1, 2003 did enter into a lease agreement (the "Initial Lease") for real property owned by Lessor for a lease term of five (5) years; and

WHEREAS, a Lease Extension and Amendment was entered into on December 19, 2007 wherein the Lease was extended for Three (3) terms of five (5) years each; and

WHEREAS, Lessee now requests a lease term extension of five (5) years and acknowledges that the Initial Lease provided for five (5) additional five (5) year terms and this instant extension serves as the Fourth (4th) of the five (5) renewal options, leaving one (1) additional term of five (5) years each for a total of Ten (10) available years, from the execution of this extension, available.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Lessor and the Lessee agree as follows:

1. The lease term is hereby extended for five years, beginning January 1, 2023 through December 31, 2028.
2. Rent for each additional year shall be adjusted as provided in paragraph three (3) of the Initial Lease together with all applicable sales tax and insurance.
3. Except for the provisions contained herein, all original terms, conditions, and covenants of the Initial Lease shall remain in full force and effect.

SCANNED

Signed this 30 day of October, 2023

LESSEE:
DENNIS MOELLMAN
BY: [Signature]
DENNIS MOELLMAN

LESSOR:
CITY OF WILLISTON
BY: [Signature]
BENTON STEGALL,
AIRPORT MANAGER

ATTEST: [Signature]
KELLY HARS,
AIRPORT FBO SUPERVISOR

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this 7 day of November, 2013, by Benton Stegall, the Airport Manager of the Williston Municipal Airport, of the City of Williston, and Kelly Hars, the Airport FBO Supervisor, on behalf of the City. They are personally known to me and did not take an oath.



[Signature]
Notary Public

STATE OF District of Columbia
~~COUNTY OF~~ Washington

The foregoing instrument was acknowledged before me this 30 day of October, 2023, by Dennis Moellman, who is either personally known to me or produced a DC Driver License as identification and did not take an oath.

[Signature]
Notary Public



Date: 04/16/2024

COUNCIL AGENDA ITEM

RESOLUTION 2024-54: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE PURCHASE OF EMERGENCY STANDBY 150KW GENERATOR AND AUTOMATIC TRANSFER SWITCH FROM APPROVED FUNDING FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT RESOLUTION 2024-33 TERMINAL BUILDING AT WILLISTON MUNICIPAL AIRPORT.

REQUESTED BY: BENTON STEGALL AIRPORT MANGER

PREPARED BY: DANNY WALLACE, LOGISTICS

FISCAL IMPACTS: Williston Municipal Airport needs an emergency standby generator and automatic transfer switch for the new terminal building being constructed to provide power during power outages. The funding will come from grant money 100% from the State of Florida Department Public Transportation.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2024-54	<input checked="" type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

COUNCIL ACTION:

APPROVED
 DENIED

RESOLUTION 2024-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE PURCHASE OF EMERGENCY STANDBY 150KW GENERATOR AND AUTOMATIC TRANSFER SWITCH FROM APPROVED FUNDING FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT RESOLUTION 2024-33 TERMINAL BUILDING AT WILLISTON MUNICIPAL AIRPORT.

WHEREAS,; the Williston Municipal Airport is in need of an emergency standby generator and automatic transfer switch for the new terminal building being constructed; 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 \$150,000 in grant funding for the Project approved on Resolution 2024-33; and

WHEREAS. the project cost of \$110,286.29 will be funded from the \$150,000 in grant funding for the project; 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 true and accurate and are made a part of this resolution.

SECTION 2. The City Council hereby approves the resolution,

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

PASSED AND ADOPTED at a meeting of the City Council this 16th day of April 2024

CITY OF WILLISTON, FLORIDA

BY: _____
Debra Jones, President, Council President

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

Latricia Wright, City Clerk

Approved as to form and legality:

**Scott Walker or Kiersten Ballou,
City Attorney**

NEMA 1 Enclosure**INSTALLATION - SCOPE OF WORK**

Supply and install a 150kw diesel generator, a 400A Nema 1 Transfer Switch, conduit, feeders and controls as needed. Installation of a new concrete pad.

All work to be completed during normal business hours: Monday – Friday 8am – 5pm. *Any alterations or deviations from the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate; including and not limited to authority having jurisdictions changes and unforeseen violations.

EXCLUSIONS

Engineering or utility company fees. Anything outside scope of work. Surveys not included and may be required by municipality for permitting.

MISCELLANEOUS

On-Site NFPA 110 Start Up and Testing
4 Hour Resistive Load Bank Test (Performed Onsite)
2 Hour Reactive Load Bank Test (Performed at Factory)
FOB Origin, full freight allowed to first destination / Off Loading by Others

WARRANTY

Generator: Standard 2 Year Warranty (from date of performing start up)
ATS: Standard 18 Month Warranty (from date of shipment from factory)

THE FOLLOWING IS NOT INCLUDED

Fuel
Service & Maintenance Agreement
Formal Training
Distribution panel and circuit breakers
Not AHCA Compliant

SOURCEWELL CONTRACT NUMBER

Contract # 092222-GNR

PRICE

\$110,286.29 Plus Applicable Sales Tax

Built in discount of 2.5% has been applied to quote for payments that are remitted as cash, check, EFT or wire transfer.

42 - 44 Weeks Estimated Lead Time*

*Does not include transit time. Lead time is estimated and subject to change.

CHANGES, CANCELLATIONS & RETURNS

Any order or contract may be cancelled by the customer only upon the payment of reasonable charges and expenses incurred by Zabatt on or before the date of receipt by Zabatt of said notice of cancellation. Such reasonable charges and expenses may include, but are not limited to, any cancellation charges incurred by Zabatt for the cancellation and/or any liabilities for orders or commitments for materials or services previously ordered by Zabatt in connection with the cancelled customer order or contract. No material or product may be cancelled or returned for credit without first obtaining the written approval of, and at the sole discretion of, Zabatt. All shipping costs on returned material must be pre-paid by the customer. Accepted returns are subject to the charges, terms and requirements notified in writing to the buyer (which may include, with no limitations or exceptions, a 15% restocking fee).

DELIVERY, SHIPMENTS, & CLAIMS (to include Warranty)

All charges for work performed during the warranty period are the responsibility of the customer until approved by the appropriate warranty authority. Warranties are subject to the manufacturer's guidelines. Even those warranty claims which are approved may not include 100% of the repairs or parts; the customer is responsible for charges excluded from warranty. Contingency payment arrangements must be made prior to any warranty work being performed. Batteries, oil, coolant, filters and adjustments are not covered as part of warranty repairs and will be billed to the customer at appropriate rates.

PRICE & MINIMUM BILLING

Price shall be in accordance with rates currently in effect at the time the quote is received and shall expire on the date described in said quote. All quotes for services, parts, equipment, and labor will be issued in writing and have a system generated quote number. Verbal quotes are not valid and should not be accepted. A signed copy of the quote must on file before any work can be performed. Signature on said quote shall serve as the customer's acceptance Zabatt's billing guidelines and rates. Labor prices on quotes are good for a period of (30) thirty days from the date of issue unless otherwise specified. Parts and equipment prices are subject to change and billed at the current price at the time of purchase unless otherwise specified. All regular service calls and emergency calls within normal hours will be billed for a minimum of one hour of labor and ten miles of travel. All emergency after-hour calls will be billed for a minimum of four hours labor and ten miles of travel.

CREDIT & PAYMENT TERMS

Commercial customers who have not established a credit account with Zabatt must make payment arrangements before goods are delivered or a technician is dispatched. No credit terms will be extended to end-users. We cannot accept payment on site but must have a signed credit card authorization on file in order to perform any service work on new accounts. No work will be performed for, or product delivered to, customers who are on credit hold. This hold includes any emergency repairs and warranty work that may be required. Account must be paid in full or alternate means of payment must be coordinated and approved before work is performed or product is delivered. Service Rate Definitions and Conditions are available as a separate document.

AGREEMENT

This agreement consists of, and is limited to, a qualified technician performing scheduled maintenance in accordance with the manufacturer's recommendations. Zabatt, Inc will not be held liable for damages to the equipment or property as a result of equipment failure caused by any of, but not limited to, the following circumstances: improper or unauthorized operation; normal wear and tear or damage due to overloading; vandalism, theft or acts of a third party; acts of nature; failure to perform services due to hazardous conditions and other causes beyond the control of Zabatt Inc.

Signature and acceptance of this quotation agreement to comply with Zabatt's terms and conditions as attached**Customer:** Williston Airport**Quote:** SO145925 / **Date Issued:** February 29, 2024_____
Signature of Zabatt Representative

Jeff Burke - ZPS

jeff.burke@zabatt.com

Date_____
Williston Airport
Authorized Signature_____
Printed Name_____
Date_____
PO Reference Number

Date: February 29, 2024

Salesman: Jeff Burke - ZPS

Customer: Williston Airport

Project Name: Williston AirPort

Quote #: SO145925

**Quote expires 15 days from issue date*



CBC1257077

EC13013144

WE ARE PLEASED TO OFFER THE FOLLOWING PROPOSAL FOR YOUR PROJECT

Quantity 1 - Generac Industrial generator, consisting of the following features and accessories:

SD150

Stationary Emergency-Standby rated

150kW Rating

120/208 VAC three phase, 60Hz

Diesel

Permanent Magnet Excitation

Level 2 Sound Attenuated Steel Enclosure

- 12V DC Interior lights

- GFI outlet

H-100 Control Panel

400 amp 80% rated thermal-magnetic MLCB, (w/ std factory lugs)

10 Amp Battery Charger

Battery, battery rack & cables

322 gallon UL142 DW sub-base tank (approx. 28 hr runtime @ full load)

- Emergency vent

Coolant Heater

21 Light Annunciator – Surface

Flush Mount Annunciator Kit

Remote Emergency Stop Switch, break-glass, shipped loose

Std set of 3 Manuals

UL2200

EPA Certified

Quantity 1 - Automatic Transfer Switch

ASCO 300 Series

Rated at 400 Amp

208 Volt, 3 Phase, 3 Pole

Delayed Transition

Service Entrance Rated

Shunt trip

Auxiliary contacts

Signal before transfer

Programmable exerciser

April 16, 2024

CITY COUNCIL AGENDA ITEM

Quasi-Judicial

TOPIC: ORDINANCE No 2024-723 Second Reading

AN ORDINANCE TO PROVIDE FOR THE ANNEXING OF CERTAIN PROPERTY IN THE CITY OF WILLISTON; PROVIDING THE DESCRIPTION OF THE ANNEXED PROPERTY; PROVIDING THAT THE ANNEXED AREA BE SUBJECTED TO ALL LAWS AND REGULATION AND ENTITLED TO ALL BENEFITS AND PRIVILEGES; PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: Laura Jones, City Planner

BACKGROUND / DESCRIPTION:

The City of Williston received a petition from L & B Investment Group, LLC for voluntary annexation into the City of Williston. L & B Investment Group, LLC have requested annexation of property which is situated adjacent to the city limits of The City of Williston as described below:

- This property is commonly known as the “Old Middle School”.
- TAX PARCEL NO. 0486600000
- 32-12-19 0020.00 ACRES N 1/2 OF SW 1/4 OF SE 1/4 OR BOOK 1519 PAGE 774
- Address: 20550 NE 42 PL
- The property is 20 acres

The property is currently zoned “public” on the Levy County map. The properties to the north, south and east will remain in unincorporated Levy County and are zoned residential. The properties to the west are in the City limits and are zoned residential.

If the property were annexed, all development projects would be subject to the City’s land development code and development standards which control building design, height, floor area, etc.

The City utilities available to this property include garbage, internet, sewer and water. Power is not available.

The County was informed of the petition formally in February 2024. Letters to property owners within 300 feet were sent by certified mail. No inquiries were received. The petition was advertised according to Florida Statute.

April 16, 2024

LEGAL REVIEW: Completed

FISCAL IMPACTS: Additional tax revenue and employment opportunities.

RECOMMENDED ACTION: Recommend approval of Ordinance 2024-723

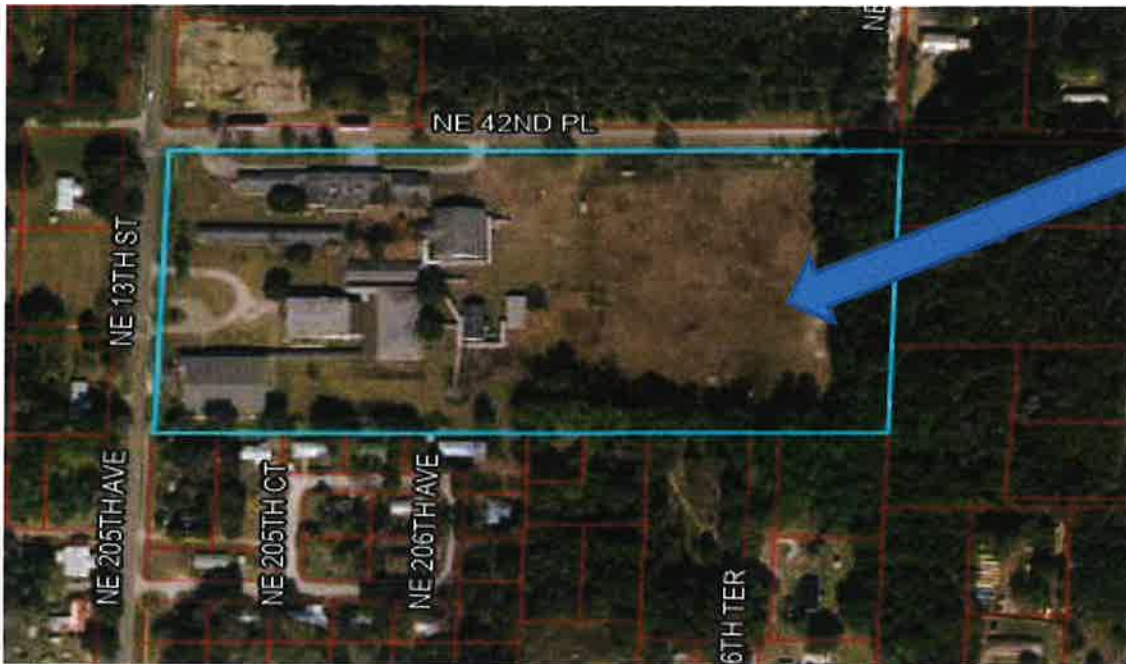
**ATTACHMENTS: Property Survey
Location Map
County Zoning Map
Application
Ordinance 2024-723**

ACTION:

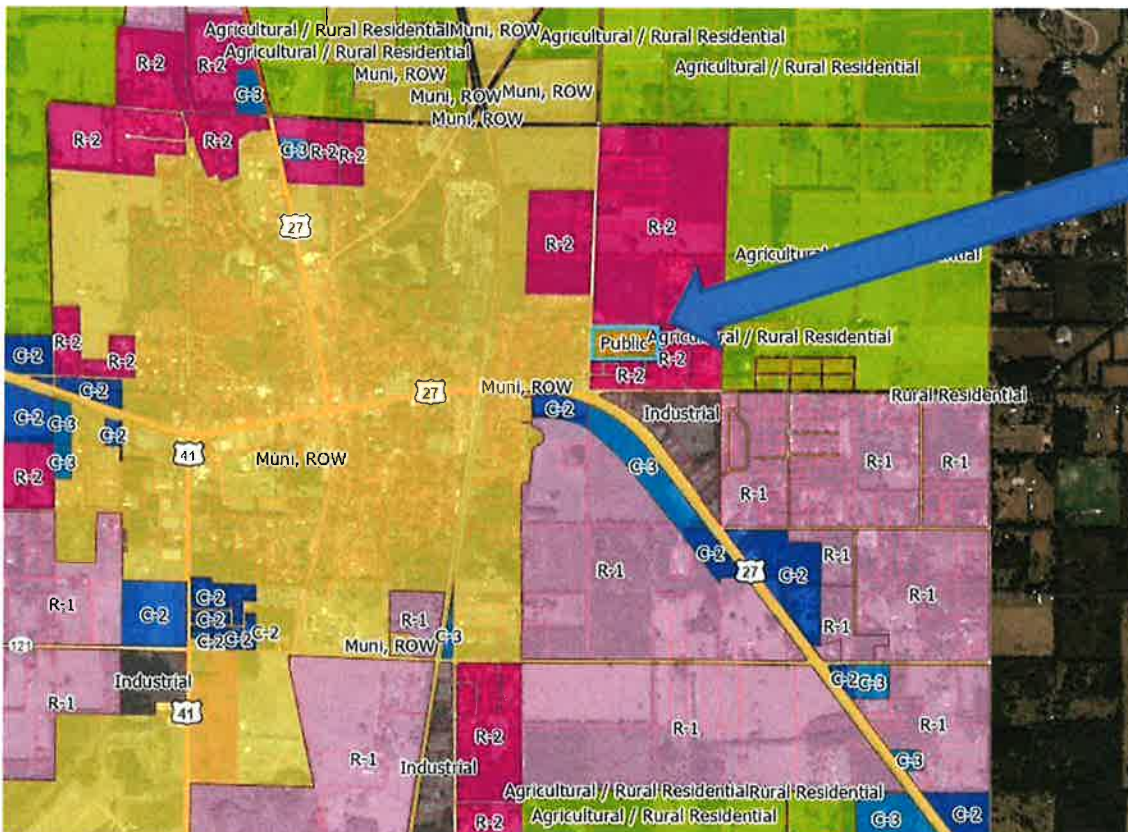
APPROVED

DISAPPROVED

April 16, 2024



SUBJECT
PROPERTY



SUBJECT
PROPERTY

Muni, ROW on this map refers to the City Limits. As you can see, this property is adjacent to City of Williston Property and therefore, may be annexed.

PETITION FOR VOLUNTARY ANNEXATION

The undersigned, being the owner(s) of certain real property which is located in Levy County, Florida, and which is not presently a portion of the City of Williston, respectfully petition that the said lands hereinafter described be annexed to the City of Williston, Levy County, Florida, and submit the following:

1. The lands sought to be annexed are contiguous to the present corporate boundary of the City of Williston, Levy County, Florida.

2. The lands sought to be annexed are compatible with the lands presently located in the City of Williston.

3. The lands sought to be annexed to the City of Williston constitute a compact area, contiguous to the boundary lines of the City of Williston and municipal services can be or have been extended to the said property without significant expenditures and costs, provided, however, that the City shall not be obligated to provide capital improvements to extend municipal services until financing sources are available. The cost of capital improvements to extend municipal services may be paid for by special assessments imposed directly against the property as provided by law.

4. The lands sought to be annexed to the City of Williston are more particularly described as follows, to-wit:

See Exhibit "A", attached.

5. The City will derive the benefit of the development of the said lands.

6. The City will, following the annexation, incorporate by ordinance, the annexed area into the comprehensive land use plan and zoning scheme of the City; each of the undersigned

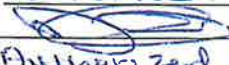
waives all rights and claims which may arise under statute or otherwise for any diminution in value of property caused thereby.

7. Upon annexation, the said lands will become a part of the City and will be subject to all ordinances, codes, rules and regulations applicable to lands within the City, including the imposition of municipal taxation.

WHEREFORE, it is respectfully requested that the City Council of the City of Williston, Florida accept this Petition under the provisions of Section 171.044, Florida Statutes and initiate the necessary and proper procedures for the annexation of the area described above to become a part of the corporate limits of the City of Williston, Levy County, Florida.

RESPECTFULLY SUBMITTED, this 28th day of November 2023.

L&B Investment Group, a Florida limited liability company

By: Jakovian Lamb

as Authorized Representative

Make checks payable to The City of Williston

Annexation Fees:

- a. Small annexation for a parcel of land one acre or less in size which Contains an existing single family or duplex dwelling; (Includes land use amendment and rezoning)... **\$250.00**
- b. All other annexation (does not include land use amendment or Rezoning) **\$350.00**

EXHIBIT A
DESCRIPTION OF LAND TO BE ANNEXED

The N 1/2 of the SW 1/4 of the SE 1/4 of Section 32, Township 12 South, Range 19 East, Levy County, Florida,

LESS Road Right-of-Way of LCR No. 331-A (aka NE 205 Avenue).

AND

LESS the following described Road Right-of-Way of NE 42 Place:

Right of Way:

Begin at the NE corner of the North 1/2 of the SW 1/4 of the SE 1/4 of Section 32, Township 12 South, Range 19 East, Levy County, Florida; thence run N89°25'19"W along the North line of said North 1/2 of the SW 1/4 of the SE 1/4 a distance of 1272.08 feet to a point on the Easterly right of way line of LCR No. 331-A (aka NE 205 Avenue); thence run S02°40'44"W along said East right of way line a distance of 74.13 feet to a point of curvature with a curve concave Southeasterly, having a radius of 25.00 feet; thence along the arc of said curve through a central angle of 87°53'57" a distance of 38.35 feet, said curve having a chord bearing of N46°37'42"E, a distance of 34.70 feet to the PT of said curve; thence run S89°25'19"E, parallel to said North line of the North 1/2 of the SW 1/4 of the SE 1/4 a distance of 1247.82 feet to a point on the East line of said North 1/2 of the SW 1/4 of the SE 1/4; thence run N02°51'17"E along said East line 50.04 feet to the Point of Beginning.

P:\UG\Fluent\Applications\Petition for Voluntary annexation JG.docx

ORDINANCE No 2024-723

AN ORDINANCE TO PROVIDE FOR THE ANNEXING OF CERTAIN PROPERTY IN THE CITY OF WILLISTON; PROVIDING THE DESCRIPTION OF THE ANNEXED PROPERTY; PROVIDING THAT THE ANNEXED AREA BE SUBJECTED TO ALL LAWS AND REGULATION AND ENTITLED TO ALL BENEFITS AND PRIVILEGES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Williston, Florida (the “City”), has received a Petition for voluntary Annexation from L & B Investment Group, LLC into the City of Williston. L & B Investment Group, LLC (the “Owners”), in which the Owners have requested and agreed to the voluntary annexation of certain real property which is situated adjacent to the city limits of The City of Williston; and

WHEREAS, a notice of annexation has been published for two consecutive weeks in a local newspaper and has been declared by certified mail to Levy County Board of Commissioners; and

WHEREAS, the City Council finds that all requirements as set forth in State Statute 171.044 relating to Voluntary Annexation have been met;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, as follows:

The following described real property, which is depicted on a map as Exhibit “A”, attached, is hereby annexed to and made a part of the City of Williston, Florida:

Description: **(TAX PARCEL NO. 0486600000) 32-12-19 0020.00 ACRES N1/2 OF SW1/4 OF SE1/4 OR BOOK 1519 PAGE 774**

2. Upon this ordinance becoming effective, the area annexed shall be subject to all laws, ordinances and regulations in force in the City.
3. Except as required by law, no City services shall be provided to the annexed lands until such time as determined appropriate by the City Council. City services may be funded from taxes and assessments as allowed by law.
4. This ordinance shall take effect on the 30th day after adoption or at earlier time as approved by the Mayor.
5. The City Clerk shall file copies of this ordinance with the clerk of the circuit court and the chief administration officer of Levy County, Florida and with the Department of State within 7 days after its effective date.

PASSED upon first reading this 2nd day of April 2024.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this 16th day of April 2024.

CITY OF WILLISTON, FLORIDA

By: _____

Debra Jones,

President, City Council

ATTEST:

By: _____

Latricia Wright,

City Clerk

APPROVED by Mayor Charles Goodman on this ___ day of _____, 2024.

By: _____

Charles Goodman,

Mayor

APPROVED as to form and legality:

Kiersten N. Ballou, City Attorney

April 16, 2024

CITY COUNCIL AGENDA ITEM

Quasi-Judicial

TOPIC: Ordinance 2024-724 Second Reading

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA RELATING TO AMENDMENTS TO THE CITY OF WILLISTON COMPREHENSIVE PLAN AND ZONING MAP FOR THE CITY OF WILLISTON LAND DEVELOPMENT REGULATIONS; AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY'S LAND DEVELOPMENT REGULATIONS, PURSUANT TO AN APPLICATION BY L&B INVESTMENT GROUP LLC, FOR TAX PARCEL NO. 0486600000; CHANGING THE FUTURE LAND USE CLASSIFICATION OF THE DESIGNATED PROPERTY FROM PUBLIC (COUNTY) TO AGRICULTURAL (A) (TAX PARCEL NO. 0486600000) CHANGING THE ZONING OF THE DESIGNATED PROPERTY TO AGRICULTURAL.

REQUESTED BY: Laura Jones, City Planner

BACKGROUND / DESCRIPTION:

The City of Williston received a petition for zoning and land use classification, changing the zoning from public (county) to agricultural (city), from L & B Investment Group, LLC for the following property:

- This property is commonly known as the "Old Middle School".
- TAX PARCEL NO. 0486600000
- 32-12-19 0020.00 ACRES N 1/2 OF SW 1/4 OF SE 1/4 OR BOOK 1519 PAGE 774
- Address: 20550 NE 42 PL
- The property is 20 acres

This Ordinance is relevant only if Ordinance 723 is passed for annexation, as the property is currently not in the City limits. If this parcel is denied annexation, this ordinance will be voided.

The property is currently zoned "public" on the Levy County map. The properties to the north, south and east will remain in unincorporated Levy County and are zoned residential. The properties to the west are in the City limits and are zoned residential.

The properties to the north, south and east will remain in unincorporated Levy County and are zoned residential. The properties to the west are residential.

April 16, 2024

The owner specifically wants agricultural zoning to use the property as a nursery with the future addition of greenhouses.

Sec. 60-172. Permitted principal uses and structures.

Within an agricultural district shown on the "Zoning Map, City of Williston, Florida," the following use provisions regarding permitted principal uses and structures shall apply:

- (1) All agricultural activities (excepting intensive agriculture uses as defined in section 44-10 and not including livestock or poultry slaughterhouses), including the raising of livestock and poultry, the production of dairy and poultry products, the cultivation of field crops and fruits and berries, forestry conducted in accordance with the comprehensive plan, apiculture, and similar uses; provided that no structure used for housing of animals or any commercial feed lot operation shall be located within 300 feet of any lot line, and no structure used for housing domestic animals shall be located within 100 feet of any lot line.
- (2) The processing, storage, and sale of agricultural products and commodities which are raised on the premises (but not including livestock or poultry slaughterhouses); provided that no building used for these activities shall be located within 300 feet of any side or rear lot line.
- (3) Single-family dwellings.
- (4) Mobile homes.
- (5) Plant nurseries and greenhouses.
- (6) Homes of six or fewer residents which otherwise meet the definition of a "community residential home" (see article II of this chapter).
- (7) All permitted uses in the R-1 zoning district.

(Ord. No. 434, § 4.5.2, 5-7-2002)

No nursery or greenhouse is allowed in Commercial Zoning.

Sec. 60-332. Permitted principal uses and structures.

- (a) The following shall be permitted principal uses and structures in the CG districts:
 - (1) Retail commercial outlets for sale of food, wearing apparel, fabric, toys, sundries and notions, books and stationery, leather goods and luggage, paint, glass, wallpaper, jewelry (including repair) art, cameras or photographic supplies (including camera repair), sporting goods, hobby shops and pet shops (but not animal kennel), musical instruments, optical goods, television and radio (including repair incidental to sales), florist or gift shop, delicatessen, bake shop (but not wholesale bakery), drugs, plants and garden supplies (including outside storage of plants and materials), automotive vehicle parts and accessories (but not junkyards or automotive wrecking yards), and similar uses.
 - (2) Retail commercial outlets for sale of home furnishings (furniture, floor coverings, draperies, upholstery) and appliances (including repair incidental to sales), office

April 16, 2024

equipment or furniture, hardware, secondhand merchandise in completely enclosed buildings, and similar uses.

- (3) Service establishments such as barbershop or beauty shop, shoe repair shop, restaurant, interior decorator, photographic studio, art or dance or music studio, reducing salon or gymnasium, animal grooming, self-service laundry or dry cleaner, tailor or dressmaker, laundry or dry cleaning pickup station, and similar uses.
 - (4) Service establishments such as radio or television station (but not television or radio towers or antennae); radio and television repair shop, appliance repair shop, letter shops and printing establishments, pest control, and similar uses.
 - (5) Medical or dental offices, clinics, and laboratories.
 - (6) Business and professional offices.
 - (7) Newspaper offices.
 - (8) Banks and financial institutions.
 - (9) Professional, business, and technical schools.
 - (10) Commercial recreational facilities in completely enclosed, soundproof buildings, such as indoor motion picture theater, community or little theater, billiard parlor, bowling alley, and similar uses.
 - (11) Dry cleaning and laundry package plants in completely enclosed buildings using nonflammable liquids such as perchlorethylene and with no odor, fumes, or steam detectable to normal senses from off the premises.
 - (12) Art galleries.
 - (13) Miscellaneous uses such as telephone exchange and commercial parking lots and parking garages.
 - (14) Recovery homes.
 - (15) Residential home for the aged.
 - (16) Residential dwelling units other than mobile homes, as defined in the residential single-family (R-1) zoning district.
- (b) Unless otherwise specified, the above uses are subject to the following limitations: (i) sale, display, preparation, and storage to be conducted within a completely enclosed building, and no more than 30 percent of floor space to be devoted to storage; (ii) products to be sold only at retail; and (iii) site and development plan approval (see chapter 46, article IV) is required for all commercial developments.

(Ord. No. 434, § 4.9.2, 5-7-2002; Ord. No. 462, § 1(8), 9-16-2003; Ord. No. 583, § 1(att. A, § 4), 4-22-2008)

April 16, 2024

Sec. 60-372. Permitted principal uses and structures.

- (a) The permitted principal uses and structures shall be the same as for the CG district, and in addition:
- (1) Retail commercial outlets for sale of new and used automobiles, motorcycles, trucks and tractors, mobile homes, boats, heavy machinery and equipment, dairy supplies, feed, fertilizer, lumber and building supplies, monuments, and outdoor retail commercial display areas associated with sale of said items.
 - (2) Service establishments such as repair and service garage, motor vehicle body shop, car wash, auction house (but not including livestock auction arena), laundry or dry cleaning establishment, animal boarding kennels in soundproof buildings, plant nursery or landscape contractor, carpenter or cabinet shop, home equipment rental, ice delivery station, upholstery shop, marina and boat sales, commercial water softening establishment, rental of automotive vehicles, trailers, and trucks.
 - (3) Commercial recreation facilities such as drive-in theater (see article II of this chapter), golf driving range, miniature golf course, skating rink, skateboard arena, go-cart track, and similar uses.
 - (4) Palmist, astrologist, psychics, clairvoyants, and phrenologists.
 - (5) Miscellaneous uses such as express or parcel delivery office, motorbus or other transportation terminal.
 - (6) Wholesaling from sample stocks only, providing no manufacturing or storage for distribution is permitted on the premises.
 - (7) Automotive self-service station (see article II of this chapter for special design standards for automotive self-service stations).
 - (8) Hotels and motels.
 - (9) Funeral homes.
 - (10) Shopping centers.
 - (11) Residential dwelling units other than mobile homes, as defined in the residential single-family (R-1) zoning district.
- (b) Site and development plan approval (see chapter 46, article IV) is required for all commercial developments.

(Ord. No. 434, § 4.10.2, 5-7-2002; Ord. No. 462, § 1(9), 9-16-2003; Ord. No. 583, § 1(att. A, § 4), 4-22-2008)

April 16, 2024

The Planning and Zoning Commission recommended approval of the zoning and land use classification to City Council on February 27, 2024. City Council approved on First Hearing April 9, 2024.

LEGAL REVIEW: NA

FISCAL IMPACTS: Additional tax revenue

RECOMMENDED ACTION: Recommend approval of Ordinance 724 to City Council pending approval of Ordinance 723 Annexation of property.

**ATTACHMENTS: Location Map
County Zoning Map
Application
Ordinance 2024-724**

ACTION:

APPROVED

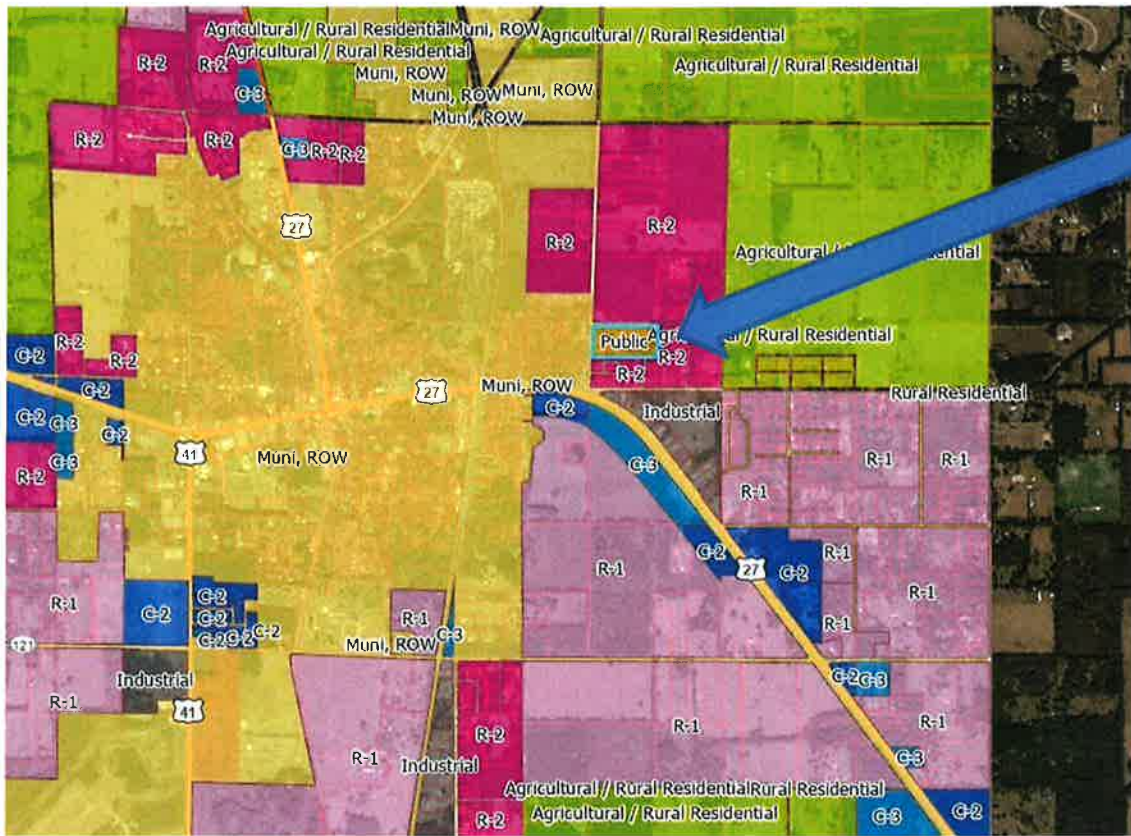
DISAPPROVED

April 16, 2024



SUBJECT
PROPERTY

April 16, 2024



SUBJECT
PROPERTY

**REZONING AND SMALL SCALE
COMPREHENSIVE PLAN
AMENDMENT(STANDARD)**

APPLICATION INFORMATION PACKET

**Planning and Zoning Department
50 NW Main Street
Williston, Florida 32696
(352) 528-3060**

Application will be considered incomplete unless all information is completed and provided.

(Completed application will need to be received by the first Wednesday of the month prior to the Planning and Zoning Commission meeting, which meets the last Tuesday of the month)

Applicant's Name: L&B Investment Group LLC, Florida limited liability company

Applicant's Mailing Address: c/o (for purposes of this Application): W. James Gooding III, 1531 SE 36th Ave. Ocala, FL 34471.

Telephone Number: 352-579-6580.

Address where change requested: 20550 NE 42nd Place, Williston, FL.

Legal Owner of parcel: L&B Investment Group LLC, a Florida limited liability company

Tax parcel ID# : 0486600000.

Legal Description of parcel: (attach exhibit if necessary)

SEE ATTACHED

Current Land Use/Zoning Map designation: Land Use: Public (County); Zoning: Public (County)

Requested Land Use/Zoning Map Designation: Land Use: Agricultural (City); Zoning: Agricultural (City)

REZONING FEES (Make checks payable to the City of Williston, PO Drawer 160, Williston, FL 32696):

- | | |
|--|------------|
| a. Rezoning without land use map amendment | \$ 720.00 |
| b. Rezoning and small scale land use map amendment | \$ 720.00 |
| c. Rezoning and large scale land use map amendment | \$2,500.00 |

Application will be considered incomplete unless all the above is completed and provided.

L&B Investment Group LLC

By: Jakovian Lank Date November 28th, 2023
[Signature]
as Authorized Representative

Zoning Change Application

Shaded Area for Official Use Only
Application Received Date:
Application Number:
Hearing Date:
Hearing Type:
Notes:

Applicant's Information
Name: L&B Investment Group LLC, a Florida limited liability company
Mailing Address: c/o W. James Gooding III, 1531 SE 36 th Ave., Ocala, FL 34471
Telephone Number: 352-579-6580
Email Address: jgooding@lawyersocala.com
Property Information
Address: 20550 NE 42 nd Place, Williston, FL
Legal Owner: L&B Investment Group LLC, a Florida limited liability company
Tax Parcel ID#: 0486600000
Legal Description of parcel: (See attached)
Current Land Use/Zoning Map designation: Public (County); Zoning: Public (County)
Requested Land Use/Zoning Map Designation: Agricultural (City); Zoning: Agricultural (City)

L&B Investment Group LLC, a Florida limited liability company

By: Jakovics Law Date November 28th, 2023
[Signature]
 as Authorized Representative

EXHIBIT A
DESCRIPTION OF LAND SUBJECT TO APPLICATION

The N 1/2 of the SW 1/4 of the SE 1/4 of Section 32, Township 12 South, Range 19 East, Levy County, Florida,

LESS Road Right-of-Way of LCR No. 331-A (aka NE 205 Avenue).

AND

LESS the following described Road Right-of-Way of NE 42 Place:

Right of Way:

Begin at the NE corner of the North 1/2 of the SW 1/4 of the SE 1/4 of Section 32, Township 12 South, Range 19 East, Levy County, Florida; thence run N89°25'19"W along the North line of said North 1/2 of the SW 1/4 of the SE 1/4 a distance of 1272.08 feet to a point on the Easterly right of way line of LCR No. 331-A (aka NE 205 Avenue); thence run S02°40'44"W along said East right of way line a distance of 74.13 feet to a point of curvature with a curve concave Southeasterly, having a radius of 25.00 feet; thence along the arc of said curve through a central angle of 87°53'57" a distance of 38.35 feet, said curve having a chord bearing of N46°37'42"E, a distance of 34.70 feet to the PT of said curve; thence run S89°25'19"E, parallel to said North line of the North 1/2 of the SW 1/4 of the SE 1/4 a distance of 1247.82 feet to a point on the East line of said North 1/2 of the SW 1/4 of the SE 1/4; thence run N02°51'17"E along said East line 50.04 feet to the Point of Beginning.

P:\JG\Fluent\Applications\Application for Comp plan and Zoning Change JG.docx

ORDINANCE 2024-724

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA RELATING TO AMENDMENTS TO THE CITY OF WILLISTON COMPREHENSIVE PLAN AND ZONING MAP FOR THE CITY OF WILLISON LAND DEVELOPMENT REGULATIONS; AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY'S LAND DEVELOPMENT REGULATIONS, PURSUANT TO AN APPLICATION BY L&B INVESTMENT GROUP, LLC,—FOR TAX PARCEL NO. 0486600000; CHANGING THE FUTURE LAND USE CLASSIFICATION OF THE DESIGNATED PROPERTY FROM PUBLIC (COUNTY) TO AGRICULTURAL (A) (TAX PARCEL NO. 0486600000) CHANGING THE ZONING OF THE DESIGNATED PROPERTY TO AGRICULTURAL.

WHEREAS, Chapter 166, Florida Statutes, empowers the City Council of the City of Williston, Florida, hereinafter referred to as the City Council, to prepare, adopt, implement and amend a Comprehensive Plan;

WHEREAS, Chapter 163, Florida Statutes, the Community Planning Act, empowers and requires the City Council to prepare, adopt, implement and amend a Comprehensive Plan;

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

WHEREAS, an application, by L&B investments, LLC, for an amendment, as described below, to the Future Land Use Map of the City of Williston Comprehensive Plan, and of the Zoning Map under the City of Williston Land Development Regulations, has been filed with the City;

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

WHEREAS, the Planning and Zoning Commission of the City of Williston reviewed and considered all comments received during said public hearings and the Future Land Use Map Amendment Report and Rezoning Report concerning said applications for amendments, as described below and recommended approval of the above reference applications to the City Council;

WHEREAS, the City Council did hold the required public hearings, under the provisions of the amendment procedures established in Chapters 163 and 166, Florida Statutes, on said applications for amendments, as described below, to the Future Land Use Map of the City's Comprehensive Plan, and to the Zoning Map of the City's Land Development Regulations, and at

said public hearing, the City Council reviewed and considered all comments received during the public hearing, including the recommendation of the Planning and Zoning Commission, serving also as the Local Planning Agency, and the Comprehensive Plan Amendment Report concerning said applications for amendments, as described below, to the Future Land Use Map of the City's Comprehensive Plan and the Zoning Map of the City's Land Development Regulations;

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

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

- Section 1. The application by L&B Investments, LLC. to amend the Future Land Use Map of the City's Comprehensive Plan, by changing the future land use classification on parcel 0486600000, located at 20550 NE 42 PL, Williston FL from Public (COUNTY) to Agricultural is hereby approved.
- Section 2. Future Land Use. The Comprehensive Plan Future Land Use Map designation changes enacted herein shall be incorporated into the Comprehensive Plan Future Land Use Map within 48 hours of this ordinance becoming effective.
- Section 3. The application by L&B Investments, LLC. to amend the Zoning Map of the City of Williston Land Development Regulations, by changing the zoning classification on Parcel 0486600000, located at 20550 NE 42 PL, Williston FL, to Agricultural is hereby approved.
- Section 4. The Land Development Regulations Zoning Map change enacted herein shall be incorporated into the Land Development Regulations Zoning Map within 48 hours of this ordinance becoming effective.
- Section 5. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.
- Section 6. Effective Date. The effective date of this ordinance shall be the later of:
- a. The date that Ordinance No 2024-723 (annexing the property into the municipal limits of the City) becomes effective; or
 - b. _____ 2024 or at such earlier time as approved by the Mayor.

- c. 31 days after adoption. If this small-scale amendment is challenged within 30 days after adoption, then this small-scale amendment shall not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining the adopted small-scale amendment is in compliance. No development orders, development permits or land uses dependent on this amendment may be issued or commence before it has become effective

PASSED ON FIRST READING, THIS DAY OF , 2024.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Williston, Florida, after properly dispensing with the second reading, on final reading this day of , 2024.

ATTEST:

CITY OF WILLISTON

LATRICIA WRIGHT
CITY CLERK

DEBRA JONES
PRESIDENT, CITY COUNCIL

30-DAY VETO WAIVER:

CHARLES GOODMAN
MAYOR

APPROVED AS TO FORM AND LEGALITY:

KIERSTEN BALLOU, ESQ
CITY ATTORNEY

CITY COUNCIL AGENDA ITEM

Quasi-Judicial

TOPIC: Ordinance 2024-725 Second Reading

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE CITY OF WILLISTON LAND DEVELOPMENT REGULATIONS; AMENDING SECTION 44-12, NON-CONFORMING LOTS, NON- CONFORMING USES OF LAND, NON-CONFORMING STRUCTURES, NON-CONFORMING CHARACTERISTICS OF USE, AND NON-CONFORMING USE OF STRUCTURES AND PREMISES; AMENDING SECTION 60-172, PERMITTED PRINCIPLE USES AND STRUCTURES; AMENDING SECTION 60-179, MAXIMUM FLOOR AREA RATIO; AMENDING SECTION 60-180 MAXIMUM LOT COVERAGE BY ALL IMPERVIOUS SURFACES; AMENDING SECTION 60-182 MINIMUM OFF-STREET PARKING REQUIREMENTS DESCRIBED HEREIN; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: Laura Jones, City Planner

BACKGROUND / DESCRIPTION:

The proposed text amendment is initiated by an application received by L&B Investments, LLC. to update to the City of Williston's Code of Ordinances. This ordinance is to amend the uses in Agricultural zoning to make is more feasible to conduct business in current times.

This Ordinance specifically amends:

Section 44-12 to include annexed properties.

Section 60-172 agricultural zoning to update buffers.

Section 60-179 agricultural zoning to update maximum floor area ratio.

Section 60-180 agricultural zoning to update maximum lot coverage.

Section 60-182 agricultural zoning to update minimum off-street parking requirements.

This request makes sense for the entire City as the agricultural zoning requirements is antiquated and appeared to be more tailored for a different municipality. The changes will improve the code for all agricultural properties in the City limits.

April 16, 2024

Changes made below are in red:

Sec. 44-12. Nonconforming lots, nonconforming uses of land, nonconforming structures, nonconforming characteristics of use, nonconforming use of structures and premises.

(a) *Generally.*

- (1) Within the districts established by these land development regulations or amendments that may later be adopted, there may exist (i) lots, (ii) uses of land, (iii) structures, (iv) characteristics of use, and (v) use of structures and premises which were lawful before the adoption or amendment of these land development regulations, *or, as to annexed property, which are lawful under the county's land development regulations* but which would be prohibited, regulated, or restricted under the terms of these land development regulations or future amendments.
- (2) It is the intent of these land development regulations to permit these nonconformities to continue until they are voluntarily removed or removed as required by these land development regulations, but not to encourage their survival. It is further the intent of these land development regulations that nonconformities shall not be enlarged upon, expanded, intensified, or extended, nor be used as grounds for adding other structures or uses prohibited elsewhere in the same district.
- (3) Nonconforming uses are declared by these land development regulations to be incompatible with permitted uses in the districts involved. A nonconforming use of a structure, a nonconforming use of land, or a nonconforming use of a structure and land in combination shall not be extended or enlarged after the date of adoption or amendment of these land development regulations, by attachment on a structure or premises of additional signs intended to be seen from off the premises, or by the addition of other uses of a nature which would be prohibited generally in the district involved.
- (4) To avoid undue hardship, nothing in these land development regulations shall be deemed to require a change in the plans, construction, or designated use of any building on which actual construction was lawfully begun prior to the date of adoption or amendment of these land development regulations and upon which actual building construction has been carried on diligently (see section 44-10 for definition of "Construction, actual"). Where excavation or demolition or removal of an existing building has been substantially begun preparatory to rebuilding, such excavation, demolition, or removal shall be deemed to be actual construction, provided that work shall be carried on diligently.

- (b) *Nonconforming lots of record.* In any district in which one-family dwellings are permitted, a one-family dwelling and customary accessory buildings may be erected, expanded, or altered on any single lot of record as of the date of adoption or amendment of these land development regulations, *or, as to annexed property, which were lawful under the county's land development regulations* notwithstanding limitations imposed by these land development regulations or the comprehensive plan. Such lots must be in separate ownership and not of continuous frontage with other lots in the same ownership. This provision shall apply even though such lot fails to meet the requirements for area or width, or both, that are generally applicable in the district, provided that yard dimensions and requirements other than those applying to area or width, or both, of the lot shall conform to the regulations for the district in which such lot is located. Variance of yard requirements shall be obtained only through action of the board of adjustment/code enforcement. If two or more lots or combinations of lots and portions of lots with continuous frontage in single ownership are of record as of the date of adoption or amendment of these land development regulations, and if all or part of the lots do not meet the requirements established for lot width and for area, the lands involved shall be considered to be an undivided parcel for the purposes of these land development regulations, and no portion of said parcel shall be used or sold in a manner which diminishes compliance with lot width and area requirements established by these land development regulations or the comprehensive plan, nor shall any division of any parcel be made which creates a lot with width or area below the requirements stated in these land development regulations or the comprehensive plan.

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- (c) *Nonconforming uses of land.* Where, on the date of adoption or amendment of these land development regulations, *or, as to annexed property, which were lawful under the county's land development regulations* lawful use of land exists which would not be permitted by the comprehensive plan or these land development regulations, such use may be continued, so long as it remains otherwise lawful, subject to the following provisions:
- (1) *Enlargement, increase, intensification, alteration.* No such nonconforming use shall be enlarged, increased, intensified, or extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of these land development regulations.
 - (2) *Movement.* No such nonconforming use shall be moved in whole or in part to any portion of the lot or parcel other than that occupied by such use at the effective date of adoption or amendment of these land development regulations.
 - (3) *Discontinuance.* If any such nonconforming use ceases for any reason (except when governmental action impedes access to the premises) for a period of more than 12 consecutive months, any subsequent use of such land shall conform to the regulations specified by these land development regulations for the district in which such land is located.
 - (4) *Structure additions.* No structures shall be added on such land, except for the purposes and in a manner conforming to the regulations for the district in which such land is located.
- (d) *Nonconforming structures.* Where a structure existed lawfully at the date of adoption or amendment of these land development regulations *or, as to annexed property, which were lawful under the county's land development regulations* that could not be built under these land development regulations by reason of restrictions on area, lot coverage, height, yards, location on the lot, or requirements other than use concerning the structure, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:
- (1) *Enlargement or alteration.* No such nonconforming structure may be enlarged or altered in a way which increases its nonconformity, but any structure or portion thereof may be altered to decrease its nonconformity.
 - (2) *Destruction.* Should such nonconforming structure or nonconforming portion of such structure be destroyed by any means to an extent of more than 50 percent of its replacement value at time of destruction, it shall not be reconstructed except in conformity with the provisions of these land development regulations.
 - (3) *Movement.* Should such structure be moved for any reason for any distance whatsoever, it shall thereafter conform to the regulations for the district in which it is located after it is moved.

For information regarding nonconforming mobile homes see also section 60-44.

- (e) *Nonconforming characteristics of use.* If characteristic of use of residential density which lawfully existed on the date of adoption or amendment of these land development regulations *or, as to annexed property, which were lawful under the county's land development regulations* are made nonconforming by these land development regulations as adopted or amended, no change shall thereafter be made in such characteristic of use which increases nonconformity with these land development regulations; provided, however, that changes may be made which do not increase, or which decrease, such nonconformity. If the characteristics of use such as signs, off-street parking or off-street loading, or other matters pertaining to the use of land, structures, and premises are made nonconforming by these land development regulations as adopted or amended, *or, as to annexed property, which were lawful under the county's land development regulations*, no change shall thereafter be made in such characteristics of use which increases nonconformity with the regulations set out in these land development regulations; provided, however, that changes may be made which do not increase, or which decrease, such nonconformity.
- (f) *Nonconforming use of structures and premises.* Where a lawful use of a structure, or of a structure and premises in combination, existed at the date of adoption or amendment of these land development

April 16, 2024

regulations, *or, as to annexed property, which were lawful under the county's land development regulations* that would not be allowed in the district under the terms of the comprehensive plan or these land development regulations, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:

- (1) *Enlargement, extension, alteration, etc.* No existing structure devoted to a use not permitted by these land development regulations in the district in which such use is located shall be enlarged, extended, constructed, reconstructed, moved, or structurally altered except in changing the use of the structure to a use permitted in the district in which it is located.
- (2) *Extension of use.* Any nonconforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use as of the adoption or amendment of these land development regulations, *or, as to annexed property, which were lawful under the county's land development regulations* Any nonconforming use which occupied a portion of a building not originally designed or intended for such use shall not be extended to any other part of the building. No nonconforming use shall be extended to occupy any land outside the building, nor any additional building on the same lot or parcel, not used for such nonconforming use at the date of adoption or amendment of these land development regulations.
- (3) *Change in tenancy or ownership.* There may be a change in tenancy, ownership, or management of a nonconforming use provided there is no change in the nature or character of such nonconforming use.
- (4) *Change in use.* Any nonconforming use of a structure, or of a structure and premises in combination, may be changed to another nonconforming use of the same character, or to a more restricted but nonconforming use, provided that the board of adjustment/code enforcement shall find after due public notice and hearing that the proposed use is equally or more appropriate to the district than the existing nonconforming use and that the relation of the structure to surrounding properties is such that adverse effects on occupants and neighboring properties will not be greater than if the existing nonconforming use is continued. In permitting such change, the board of adjustment/code enforcement may require appropriate conditions and safeguards in accordance with the intent and purpose of these land development regulations.
- (5) *Change to conforming use requires future conformity with district regulations.* Any structure, or structure and premises in combination, in or on which a nonconforming use is superseded by a permitted use shall thereafter conform to the regulations for the district in which such structure is located, and the nonconforming use shall not thereafter be resumed nor shall any other nonconforming use be permitted.
- (6) *Discontinuance.* If any nonconforming use of a structure, or structure and premises in combination, ceases for any reason (except where governmental action impedes access to the premises) for a period of more than 12 consecutive months, any subsequent use shall conform to the regulations for the district in which the use is located.
- (7) *Structure additions.* No structures shall be added on such premises, except for purposes and in a manner conforming to the regulations for the district in which such premises are located.
- (8) *Destruction.* Should a structure containing a nonconforming use be destroyed by any means to the extent of more than 50 percent of its replacement value at the time of destruction, its status as a nonconforming use is terminated and it shall not be reconstructed except in conformity with all provisions of these land development regulations and unless the use of land and structures thereafter conforms to the regulations for the district in which such land is located.
- (g) *Casual, temporary, or illegal use.* The casual, temporary, or illegal use of land or structures, or land and structures in combination, shall not be sufficient to establish the existence of a nonconforming use or to create rights in the continuance of such use.
- (h) *Uses under special exception provisions not nonconforming uses.* Whereon the date of adoption of these land development regulations, or amendment thereto, *or, as to annexed property, which were lawful under the*

April 16, 2024

county's land development regulations the lawful use of land exists which would be permitted as a special exception under the terms of these land development regulations, such use shall not be deemed a nonconforming use in such district, but shall without further action be deemed a conforming use in such district. However, any enlargement or expansion of any such uses shall be subject to the procedures for securing special exceptions (see chapters 46, article V and VI).

Section 1. That Section 60-172 of the Land Development Regulations of the City of Williston, is hereby amended to read as follows:

Sec. 60-172. Permitted principal uses and structures.

Within an agricultural district shown on the "Zoning Map, City of Williston, Florida," the following use provisions regarding permitted principal uses and structures shall apply:

- (1) All agricultural activities (excepting intensive agriculture uses as defined in section 44-10 and not including livestock or poultry slaughterhouses), including the raising of livestock and poultry, the production of dairy and poultry products, the cultivation of field crops and fruits and berries, forestry conducted in accordance with the comprehensive plan, apiculture, and similar uses; provided that no structure used for housing of animals or any commercial feed lot operation shall be located within 300 feet of any lot line, and no structure used for housing domestic animals shall be located within 100 feet of any lot line.
- (2) The processing, storage, and sale of agricultural products and commodities which are raised on the premises (but not including livestock or poultry slaughterhouses); provided that no building used for these activities shall be located within 300 feet of any side or rear lot line *unless the building is on a parcel at least 15 acres in size and meets the buffer requirements of Section 60-341 (1), in which case the building may comply with the minimum yard requirements of Section 60-177*
- (3) Single-family dwellings.
- (4) Mobile homes.
- (5) Plant nurseries and greenhouses.
- (6) Homes of six or fewer residents which otherwise meet the definition of a "community residential home" (see article II of this chapter).
- (7) All permitted uses in the R-1 zoning district.

Section 2. That Section 60-179 of the Land Development Regulations of the City of Williston, is hereby amended to read as follows:

Sec. 60-179. Maximum floor area ratio.

The maximum floor area ratio in the agricultural district shall be 35 percent. *However, for parcels at least 15 acres in size that include commercial greenhouses or plant nurseries or facilities used for the growing, processing, storage or sale of agricultural products and commodities which are raised on the premises (but not including livestock or poultry slaughter houses), maximum floor area ration shall be 80%*

Section 3. That Section 60-180 of the Land Development Regulations of the City of Williston, is hereby amended to read as follows:

Sec. 60-180. Maximum lot coverage by all impervious surfaces.

The maximum lot coverage by all impervious surfaces in the agricultural district shall be ~~20~~ 50 percent. *However, for parcels at least 15 acres in size that include commercial greenhouses or plant nurseries or facilities used for the growing, processing, storage or sale of agricultural products and commodities which are raised on the*

April 16, 2024

premises (but not including livestock or poultry slaughter houses), maximum lot coverage by all impervious surfaces shall be 80%

Section 4. That Section 60-182 of the Land Development Regulations of the City of Williston, is hereby amended to read as follows:

Sec. 60-182. Minimum off-street parking requirements.

The minimum off-street parking requirements in the agricultural district shall be as follows:

- (1) Residential dwelling units: two spaces for each dwelling unit.
- (2) Elementary schools: two spaces for each classroom, plus one space for each staff.
- (3) Middle school: two spaces for each classroom or office room, plus one space for each staff member.
- (4) Senior high school: four spaces for each classroom or office room, plus two spaces for each three seats in any auditorium or gymnasium.
- (5) Churches or other houses of worship: one space for each four permanent seats in the main room.
- (6) Public buildings and facilities (unless otherwise specified): one space for each 300 square feet of floor area.
- (7) Clubs and lodges including fraternal organizations: one space for each 300 square feet of floor area.
- (8) Adult and child care centers, preschools: one space for each 300 square feet of floor area devoted to adult or child care activities and one space for each employee.
- (9) Group living facilities, group housing projects, foster care: one space for each bed.
- (10) Hospitals: one space for each bed, plus one for each employee on the maximum shift.
- (11) Convalescent and nursing homes: one space for each two beds, plus one for each employee on the maximum shift.
- (12) Adult congregate living facilities (ACLF): one space for each bed.
- (13) Commercial and service establishments (unless otherwise specified), agricultural fairs and fairgrounds; livestock auction arena: one space for each 350 square feet of floor area where applicable. One space for each 1,000 square feet of lot or ground area outside buildings used for any type of sale display or activity.
- (14) Livestock or poultry slaughterhouse; sawmills and planing mills; crematories; agricultural feed and grain packaging, blending, storage and sales; agricultural fertilizer storage and sales: one space for each 500 square feet of floor area.
- (15) Livestock auction arenas; agricultural equipment and related machinery sales; agricultural fairs and fairground activities; drive-in theaters; racetracks and speedways; golf and archery ranges; rifle, shotgun, and pistol ranges; commercial kennels; veterinary clinics; and animal shelters: Parking requirements will be approved through site plan approval process on a case-by-case basis.
- (16) Commercial greenhouse or plant nursery: one space for each group of 20 employees (or portion thereof) plus one ~~per sq. ft. of nonstorage floor area~~ space for each employee
- (17) For other special exceptions as specified herein: To be determined by findings in the particular case.

See also article II of this chapter.

April 16, 2024

The Planning and Zoning Commission recommended approval to City Council on February 27, 2024. City Council approved on First Reading April 9, 2024.

LEGAL REVIEW: Completed

FISCAL IMPACTS: None

RECOMMENDED ACTION: Recommend approval on Second Reading of Ordinance 2024-725.

**ATTACHMENTS: Application
Ordinance 2024-725**

ACTION: _____ APPROVED _____ DISAPPROVED



City of Williston

Application for Land Development Regulations Amendment

Please remit to: **Planning and Zoning Department**
 City of Williston
 50NW Main St
 Williston, FL 32696

For more information please call 352-528-3060.

PART A. BASIC INFORMATION -PLEASE READ BEFORE COMPLETING

An application for amendment to the Land Development Regulations is a formal request by an applicant for a permanent change to the regulations or rules governing zoning or land development.
An amendment is not a variance to the zoning regulations, which is a specific waiver of rules. An amendment is a permanent change.
The basic process of an amendment is as follows: 1. Hearing held by Planning and Zoning Commission 2. Evaluation and recommendation from the Planning and Zoning Commission 3. City Council considers amendment and makes final decision
Once an application for a land development regulation amendment has been submitted and the application fee of \$1,500.00 (\$2,500 if the amendment is changing permitted uses for a zoning category) has been paid, the Planning and Zoning Staff will begin processing the application. An applicant should expect a hearing to be held to consider their application within four to six weeks.
The applicant will be notified of any public hearings or special meetings held in regards to their application.
The applicant, through this form, should make it clear to the general public the following information: 1. The need and justification for the change 2. The relationship of the proposed amendment to the purposes and objectives of the City of Williston Comprehensive Plan
The City reserves the right to request any other information that may be pertinent to the amendment request.

Staff Use Only

Application Number	LDR__-__
Date Received	

PART B. APPLICANT AND OWNER INFORMATION (please complete legibly)

Date (date application is signed)	November <u>28th</u> , 2023
Applicant Name	L&B Investment Group LLC
Applicant Contact (Phone No./ Email)	508 SE 11 th Ave. Gainesville, FL 32601 Email: kori@floridaicemachines.com
Is this a Zoning Map amendment? (Y/N)	No
Contact Information (Phone No./ Email)	W. James Gooding III Gooding & Batsel, PLLC 1531 SE 36th Ave. Ocala, FL 34471
Brief description of amendment being requested (attach additional sheets if necessary)	See attached Memorandum
Section(s) of City of Williston Land Development Code to be considered	44-12, 60-172, 60-179, 60-180
By signing below, the applicant acknowledges that the information provided to the City on this application is true and correct to the best of their knowledge, and that they have read PART A of this Form.	
Signature of Applicant	L&B Investment Group, a Florida limited liability company By: <u>Jatavia Lamb</u> as <u>Authorized Representative</u>

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PART C. PROPOSED AMENDMENT – (Provide the exact amendment to the Land Development Regulations being proposed. Preferably, use a strike through and underline format of existing code (where strike through represents code being deleted and underline represents language being added). If necessary, attach additional sheets.

Sec. 44-12. Nonconforming lots, nonconforming uses of land, nonconforming structures, nonconforming characteristics of use, nonconforming use of structures and premises.

(a) *Generally.*

- (1) Within the districts established by these land development regulations or amendments that may later be adopted, there may exist (i) lots, (ii) uses of land, (iii) structures, (iv) characteristics of use, and (v) use of structures and premises which were lawful before the adoption or amendment of these land development or, as to annexed property, which were lawful under the county's land development regulations, but which would be prohibited, regulated, or restricted under the terms of these land development regulations or future amendments.
- (2) It is the intent of these land development regulations to permit these nonconformities to continue until they are voluntarily removed or removed as required by these land development regulations, but not to encourage their survival. It is further the intent of these land development regulations that nonconformities shall not be enlarged upon, expanded, intensified, or extended, nor be used as grounds for adding other structures or uses prohibited elsewhere in the same district.
- (3) Nonconforming uses are declared by these land development regulations to be incompatible with permitted uses in the districts involved. A nonconforming use of a structure, a nonconforming use of land, or a nonconforming use of a structure and land in combination shall not be extended or enlarged after the date of adoption or amendment of these land development regulations, by attachment on a structure or premises of additional signs intended to be seen from off the premises, or by the addition of other uses of a nature which would be prohibited generally in the district involved.
- (4) To avoid undue hardship, nothing in these land development regulations shall be deemed to require a change in the plans, construction, or designated use of any building on which actual construction was lawfully begun prior to the date of adoption or amendment of these land development regulations and upon which actual building construction has been carried on diligently (see section 44-10 for definition of "Construction, actual"). Where excavation or demolition or removal of an existing building has been substantially begun preparatory to rebuilding, such excavation, demolition, or removal shall be deemed to be actual construction, provided that work shall be carried on diligently.

- (b) *Nonconforming lots of record.* In any district in which one-family dwellings are permitted, a one-family dwelling and customary accessory buildings may be erected, expanded, or altered on any single lot of record as of the date of adoption or amendment of these land development regulations, or, as to annexed property, which were lawful under the county's land development regulations, notwithstanding limitations imposed by these land development regulations or the comprehensive plan. Such lots must be in separate ownership and not of continuous frontage with other lots in the same ownership. This provision shall apply even though such lot fails to meet the requirements for area or width, or both, that are generally applicable in the district, provided that yard dimensions and requirements other than those applying to area or width, or both, of the lot shall conform to the regulations for the district in which such lot is located. Variance of yard requirements shall be

obtained only through action of the board of adjustment/code enforcement. If two or more lots or combinations of lots and portions of lots with continuous frontage in single ownership are of record as of the date of adoption or amendment of these land development regulations, and if all or part of the lots do not meet the requirements established for lot width and for area, the lands involved shall be considered to be an undivided parcel for the purposes of these land development regulations, and no portion of said parcel shall be used or sold in a manner which diminishes compliance with lot width and area requirements established by these land development regulations or the comprehensive plan, nor shall any division of any parcel be made which creates a lot with width or area below the requirements stated in these land development regulations or the comprehensive plan.

- (c) *Nonconforming uses of land.* Where, on the date of adoption or amendment of these land development regulations, or, as to annexed property, which were lawful under the county's land development regulations, lawful use of land exists which would not be permitted by the comprehensive plan or these land development regulations, such use may be continued, so long as it remains otherwise lawful, subject to the following provisions:
- (1) *Enlargement, increase, intensification, alteration.* No such nonconforming use shall be enlarged, increased, intensified, or extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of these land development regulations.
 - (2) *Movement.* No such nonconforming use shall be moved in whole or in part to any portion of the lot or parcel other than that occupied by such use at the effective date of adoption or amendment of these land development regulations.
 - (3) *Discontinuance.* If any such nonconforming use ceases for any reason (except when governmental action impedes access to the premises) for a period of more than 12 consecutive months, any subsequent use of such land shall conform to the regulations specified by these land development regulations for the district in which such land is located.
 - (4) *Structure additions.* No structures shall be added on such land, except for the purposes and in a manner conforming to the regulations for the district in which such land is located.
- (d) *Nonconforming structures.* Where a structure existed lawfully at the date of adoption or amendment of these land development regulations, or, as to annexed property, which were lawful under the county's land development regulations, that could not be built under these land development regulations by reason of restrictions on area, lot coverage, height, yards, location on the lot, or requirements other than use concerning the structure, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:
- (1) *Enlargement or alteration.* No such nonconforming structure may be enlarged or altered in a way which increases its nonconformity, but any structure or portion thereof may be altered to decrease its nonconformity.
 - (2) *Destruction.* Should such nonconforming structure or nonconforming portion of such structure be destroyed by any means to an extent of more than 50 percent of its replacement value at time of destruction, it shall not be reconstructed except in conformity with the provisions of these land development regulations.
 - (3) *Movement.* Should such structure be moved for any reason for any distance whatsoever, it shall thereafter conform to the regulations for the district in which it is located after it is moved.

For information regarding nonconforming mobile homes see also section 60-44.

- (e) *Nonconforming characteristics of use.* If characteristic of use of residential density which lawfully existed on the date of adoption or amendment of these land development regulations, or, as to annexed property, which were lawful under the county's land development regulation are made nonconforming by these land development regulations as adopted or amended, or, as to annexed

property, are made nonconforming by its annexation, no change shall thereafter be made in such characteristic of use which increases nonconformity with these land development regulations; provided, however, that changes may be made which do not increase, or which decrease, such nonconformity. If the characteristics of use such as signs, off-street parking or off-street loading, or other matters pertaining to the use of land, structures, and premises are made nonconforming by these land development regulations as adopted or amended, or, as to annexed property, which were lawful under the county's land development regulations, no change shall thereafter be made in such characteristics of use which increases nonconformity with the regulations set out in these land development regulations; provided, however, that changes may be made which do not increase, or which decrease, such nonconformity.

(f) *Nonconforming use of structures and premises.* Where a lawful use of a structure, or of a structure and premises in combination, existed at the date of adoption or amendment of these land development regulations, or, as to annexed property, which were lawful under the county's land development regulations, that would not be allowed in the district under the terms of the comprehensive plan or these land development regulations, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:

- (1) *Enlargement, extension, alteration, etc.* No existing structure devoted to a use not permitted by these land development regulations in the district in which such use is located shall be enlarged, extended, constructed, reconstructed, moved, or structurally altered except in changing the use of the structure to a use permitted in the district in which it is located.
- (2) *Extension of use.* Any nonconforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use as of the adoption or amendment of these land development regulations or, as to annexed property, which were lawful under the county's land development regulations. Any nonconforming use which occupied a portion of a building not originally designed or intended for such use shall not be extended to any other part of the building. No nonconforming use shall be extended to occupy any land outside the building, nor any additional building on the same lot or parcel, not used for such nonconforming use at the date of adoption or amendment of these land development regulations.
- (3) *Change in tenancy or ownership.* There may be a change in tenancy, ownership, or management of a nonconforming use provided there is no change in the nature or character of such nonconforming use.
- (4) *Change in use.* Any nonconforming use of a structure, or of a structure and premises in combination, may be changed to another nonconforming use of the same character, or to a more restricted but nonconforming use, provided that the board of adjustment/code enforcement shall find after due public notice and hearing that the proposed use is equally or more appropriate to the district than the existing nonconforming use and that the relation of the structure to surrounding properties is such that adverse effects on occupants and neighboring properties will not be greater than if the existing nonconforming use is continued. In permitting such change, the board of adjustment/code enforcement may require appropriate conditions and safeguards in accordance with the intent and purpose of these land development regulations.
- (5) *Change to conforming use requires future conformity with district regulations.* Any structure, or structure and premises in combination, in or on which a nonconforming use is superseded by a permitted use shall thereafter conform to the regulations for the district in which such structure is located, and the nonconforming use shall not thereafter be resumed nor shall any other nonconforming use be permitted.

- (6) *Discontinuance.* If any nonconforming use of a structure, or structure and premises in combination, ceases for any reason (except where governmental action impedes access to the premises) for a period of more than 12 consecutive months, any subsequent use shall conform to the regulations for the district in which the use is located.
- (7) *Structure additions.* No structures shall be added on such premises, except for purposes and in a manner conforming to the regulations for the district in which such premises are located.
- (8) *Destruction.* Should a structure containing a nonconforming use be destroyed by any means to the extent of more than 50 percent of its replacement value at the time of destruction, its status as a nonconforming use is terminated and it shall not be reconstructed except in conformity with all provisions of these land development regulations and unless the use of land and structures thereafter conforms to the regulations for the district in which such land is located.
- (g) *Casual, temporary, or illegal use.* The casual, temporary, or illegal use of land or structures, or land and structures in combination, shall not be sufficient to establish the existence of a nonconforming use or to create rights in the continuance of such use.
- (h) *Uses under special exception provisions not nonconforming uses.* Whereon the date of adoption of these land development regulations, or amendment thereto, or, as to annexed property, which were lawful under the county's land development regulation, the lawful use of land exists which would be permitted as a special exception under the terms of these land development regulations, such use shall not be deemed a nonconforming use in such district, but shall without further action be deemed a conforming use in such district. However, any enlargement or expansion of any such uses shall be subject to the procedures for securing special exceptions (see chapters 46, article V and VI).

PART D. RESPONSE TO FINDING CRITERIA (Section 46-223 (b))

The Planning and Zoning Commission will consider the following criteria when evaluating the amendment request. Please answer each as thoroughly as possible, keeping in mind that not all evaluation criteria will be applicable to all amendments. If a specific criterion is not applicable, please indicated so in the response box. Attach additional sheets if needed.

<p>(1) Conformity with the comprehensive plan and the effects upon the comprehensive plan.</p>	
<p>(2) The existing land use pattern.</p>	
<p>(3) The creation of an isolated district unrelated to adjacent and nearby districts.</p>	

PART D. RESPONSE TO FINDING CRITERIA CONTINUED

<p>(4) The impact of the proposed change upon population density pattern and the load on public facilities such as schools, utilities, streets, etc.</p>	
<p>(5) The existing district boundaries in relation to existing conditions on the property proposed for change.</p>	
<p>(6) Changed or changing conditions which justify the recommended action on the proposed amendment</p>	

PART D. RESPONSE TO FINDING CRITERIA CONTINUED

<p>(7) The impact of the proposed change upon living conditions in the neighborhood.</p>	
<p>(8) The impact of the proposed change upon traffic with particular regard to congestion or other public safety matters</p>	
<p>(9) The impact of the proposed change upon drainage.</p>	

PART D. RESPONSE TO FINDING CRITERIA CONTINUED

<p>(10) The impact of the proposed change upon light and air to adjacent areas.</p>	
<p>(11) The impact of the proposed change upon property values in the adjacent area.</p>	
<p>(12) The impact of the proposed change upon the improvement or development of adjacent property in accordance with existing regulations.</p>	
<p>(13) The granting of special privilege to an individual owner as contrasted with the needs of the overall public welfare.</p>	

PART C. PROPOSED AMENDMENT – (Provide the exact amendment to the Land Development Regulations being proposed. Preferably, use a strike through and underline format of existing code (where strike through represents code being deleted and underline represents language being added). If necessary, attach additional sheets.

Sec. 60-172. Permitted principal uses and structures.

Within an agricultural district shown on the "Zoning Map, City of Williston, Florida," the following use provisions regarding permitted principal uses and structures shall apply:

- (1) [Unchanged]
- (2) The processing, storage, and sale of agricultural products and commodities which are raised on the premises (but not including livestock or poultry slaughterhouses); provided that no building used for these activities shall be located within 300 feet of any side or rear lot line unless the building meets the buffer requirements of Section 60-341(1), in which case the building may comply with the minimum yard requirements of Section 60-177.
- (3) [Unchanged]
- (4) [Unchanged]
- (5) [Unchanged] -
- (6) [Unchanged]
- (7) [Unchanged]

PART D. RESPONSE TO FINDING CRITERIA (Section 46-223 (b))

The Planning and Zoning Commission will consider the following criteria when evaluating the amendment request. Please answer each as thoroughly as possible, keeping in mind that not all evaluation criteria will be applicable to all amendments. If a specific criterion is not applicable, please indicated so in the response box. Attach additional sheets if needed.

<p>(1) Conformity with the comprehensive plan and the effects upon the comprehensive plan.</p>	
<p>(2) The existing land use pattern.</p>	
<p>(3) The creation of an isolated district unrelated to adjacent and nearby districts.</p>	

PART D. RESPONSE TO FINDING CRITERIA CONTINUED

<p>(4) The impact of the proposed change upon population density pattern and the load on public facilities such as schools, utilities, streets, etc.</p>	
<p>(5) The existing district boundaries in relation to existing conditions on the property proposed for change.</p>	
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PART D. RESPONSE TO FINDING CRITERIA CONTINUED

<p>(7) The impact of the proposed change upon living conditions in the neighborhood.</p>	
<p>(8) The impact of the proposed change upon traffic with particular regard to congestion or other public safety matters</p>	
<p>(9) The impact of the proposed change upon drainage.</p>	

PART D. RESPONSE TO FINDING CRITERIA CONTINUED

<p>(10) The impact of the proposed change upon light and air to adjacent areas.</p>	
<p>(11) The impact of the proposed change upon property values in the adjacent area.</p>	
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PART C. PROPOSED AMENDMENT – (Provide the exact amendment to the Land Development Regulations being proposed. Preferably, use a strike through and underline format of existing code (where strike through represents code being deleted and underline represents language being added). If necessary, attach additional sheets.

Sec. 60-179. Maximum floor area ratio.

The maximum floor area ratio in the agricultural district shall be 35 percent. However, for parcels that include commercial greenhouses or plant nurseries, or facilities used for the processing, storage and sale of agricultural products and commodities which are raised on the premises (but not including livestock or poultry slaughter houses), the maximum floor area ratio shall be 80%.

PART D. RESPONSE TO FINDING CRITERIA (Section 46-223 (b))

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<p>(1) Conformity with the comprehensive plan and the effects upon the comprehensive plan.</p>	
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PART D. RESPONSE TO FINDING CRITERIA CONTINUED

<p>(4) The impact of the proposed change upon population density pattern and the load on public facilities such as schools, utilities, streets, etc.</p>	
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PART D. RESPONSE TO FINDING CRITERIA CONTINUED

<p>(7) The impact of the proposed change upon living conditions in the neighborhood.</p>	
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PART D. RESPONSE TO FINDING CRITERIA CONTINUED

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PART D. RESPONSE TO FINDING CRITERIA CONTINUED

<p>(14) Substantial reasons why, if any, the property cannot be used in accordance with existing zoning.</p>	
<p>(15) The impact of the proposed change with regard to the scale of needs of the neighborhood or the city.</p>	
<p>(16) The availability of alternate adequate sites in the city in districts already permitting such use.</p>	

Please mail completed form to:

Planning and Zoning Department
City of Williston
50 NW Main St
Williston, FL 32696

Or Email completed form to:

planning@williston.org

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PART C. PROPOSED AMENDMENT – (Provide the exact amendment to the Land Development Regulations being proposed. Preferably, use a strike through and underline format of existing code (where strike through represents code being deleted and underline represents language being added). If necessary, attach additional sheets.

Sec. 60-180. Maximum lot coverage by all impervious surfaces.

The maximum lot coverage by all impervious surfaces in the agricultural district shall be ~~20-50~~ percent. However, for parcels that include commercial greenhouses or plant nurseries, or facilities used for the processing, storage and sale of agricultural products and commodities which are raised on the premises (but not including livestock or poultry slaughter houses), the maximum lot coverage by all impervious surfaces shall be 80%.

PART D. RESPONSE TO FINDING CRITERIA (Section 46-223 (b))

The Planning and Zoning Commission will consider the following criteria when evaluating the amendment request. Please answer each as thoroughly as possible, keeping in mind that not all evaluation criteria will be applicable to all amendments. If a specific criterion is not applicable, please indicated so in the response box. Attach additional sheets if needed.

<p>(1) Conformity with the comprehensive plan and the effects upon the comprehensive plan.</p>	
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PART D. RESPONSE TO FINDING CRITERIA CONTINUED

<p>(4) The impact of the proposed change upon population density pattern and the load on public facilities such as schools, utilities, streets, etc.</p>	
<p>(5) The existing district boundaries in relation to existing conditions on the property proposed for change.</p>	
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PART D. RESPONSE TO FINDING CRITERIA CONTINUED

<p>(7) The impact of the proposed change upon living conditions in the neighborhood.</p>	
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PART D. RESPONSE TO FINDING CRITERIA CONTINUED

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PART D. RESPONSE TO FINDING CRITERIA CONTINUED

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PART C. PROPOSED AMENDMENT – (Provide the exact amendment to the Land Development Regulations being proposed. Preferably, use a strike through and underline format of existing code (where strike through represents code being deleted and underline represents language being added). If necessary, attach additional sheets.

Sec. 60-182. Minimum off-street parking requirements.

The minimum off-street parking requirements in the agricultural district shall be as follows:

- (1) Residential dwelling units: two spaces for each dwelling unit.
- (2) Elementary schools: two spaces for each classroom, plus one space for each staff.
- (3) Middle school: two spaces for each classroom or office room, plus one space for each staff member.
- (4) Senior high school: four spaces for each classroom or office room, plus two spaces for each three seats in any auditorium or gymnasium.
- (5) Churches or other houses of worship: one space for each four permanent seats in the main room.
- (6) Public buildings and facilities (unless otherwise specified): one space for each 300 square feet of floor area.
- (7) Clubs and lodges including fraternal organizations: one space for each 300 square feet of floor area.
- (8) Adult and child care centers, preschools: one space for each 300 square feet of floor area devoted to adult or child care activities and one space for each employee.
- (9) Group living facilities, group housing projects, foster care: one space for each bed.
- (10) Hospitals: one space for each bed, plus one for each employee on the maximum shift.
- (11) Convalescent and nursing homes: one space for each two beds, plus one for each employee on the maximum shift.
- (12) Adult congregate living facilities (ACLF): one space for each bed.
- (13) Commercial and service establishments (unless otherwise specified), agricultural fairs and fairgrounds; livestock auction arena: one space for each 350 square feet of floor area where applicable. One space for each 1,000 square feet of lot or ground area outside buildings used for any type of sale display or activity.
- (14) Livestock or poultry slaughterhouse; sawmills and planing mills; crematories; agricultural feed and grain packaging, blending, storage and sales; agricultural fertilizer storage and sales: one space for each 500 square feet of floor area.
- (15) Livestock auction arenas; agricultural equipment and related machinery sales; agricultural fairs and fairground activities; drive-in theaters; racetracks and speedways; golf and archery ranges; rifle, shotgun, and pistol ranges; commercial kennels; veterinary clinics; and animal shelters: Parking requirements will be approved through site plan approval process on a case-by-case basis.

(16) Commercial greenhouse or plant nursery: one space for each group of 20 employees (or portion thereof) plus one ~~one and 5/100 (1.05)~~ space for each employee per sq. ft. of nonstorage floor area.

(17) For other special exceptions as specified herein: To be determined by findings in the particular case.

See also article II of this chapter.

PART D. RESPONSE TO FINDING CRITERIA (Section 46-223 (b))

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<p>(1) Conformity with the comprehensive plan and the effects upon the comprehensive plan.</p>	
<p>(2) The existing land use pattern.</p>	
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PART D. RESPONSE TO FINDING CRITERIA CONTINUED

<p>(4) The impact of the proposed change upon population density pattern and the load on public facilities such as schools, utilities, streets, etc.</p>	
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PART D. RESPONSE TO FINDING CRITERIA CONTINUED

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PART D. RESPONSE TO FINDING CRITERIA CONTINUED

<p>(14) Substantial reasons why, if any, the property cannot be used in accordance with existing zoning.</p>	
<p>(15) The impact of the proposed change with regard to the scale of needs of the neighborhood or the city.</p>	
<p>(16) The availability of alternate adequate sites in the city in districts already permitting such use.</p>	

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**JUSTIFICATION FOR AMENDMENTS TO CITY OF WILLISTON
LAND DEVELOPMENT REGULATIONS**

The following provides the justification for the Application for Land Development Regulations Amendment we have submitted on behalf of the property owner, L&B Investment Group LLC, a Florida limited liability company:

	LDR Section	Justification
1.	44-12 Nonconforming lots, nonconforming uses of land, nonconforming structures, nonconforming characteristics of use, nonconforming use of structures and premises.	Several of our structures do not conform to the setback and other requirements of the Williston LDRs even though they were lawful when they were constructed in the County. There is no provision in the Williston LDRs for how to treat structures that were lawful under the County's Land Development Regulations when they were built but would not be permitted under the Williston LDRs after annexation. (There is also no provision concerning previously permitted uses.) This amendment adds annexed property to the list of nonconforming lots, uses, structures, characteristics and use of structures and premises. Similar provisions are found in other codes such as those of Kissimmee and Fort Lauderdale.
2.	60-172 Permitted principal uses and structures.	Section 60-172(2) provides that, in an Agricultural District, no building used for processing, storage and sale of agricultural products may be located within 300 feet of any side or rear lot line. All of the buildings on the Williston Middle School are located within that distance. Thus, we propose to delete the distance and instead require them to comply with the minimum yard requirements of Section 60-177.
3.	60-179 Maximum floor area ratio.	This provision currently provides for a maximum floor area ratio of 35%. We anticipate constructing additional greenhouses that could result in an 80% floor area ratio. Other jurisdictions have a higher maximum FAR than does Williston. For example, Madison County and Wakulla County permits a 50% FAR in agricultural areas and Marion County has no maximum limit on the FAR in its agricultural zoning districts (probably because most agricultural uses are not prone to high FAR uses). These would not be sufficient for our proposed use, however, given the area that we anticipate the greenhouses would cover. Thus, we have added a provision (based somewhat on the existing language in Section 60-172(2)), permitting agricultural uses with greenhouses and processing facilities to have a maximum FAR of 80%.

	LDR Section	Justification
4.	60-180 Maximum lot coverage by all impervious surfaces.	<p>Section 60-180 currently limits impervious surfaces in agricultural zoning districts to 20%. Our property probably exceeds this now and will certainly exceed it by the time that additional impervious surfaces (greenhouses) are added. Other jurisdictions permit a higher impervious surface amount than does Williston. Polk County allows this identical impervious surface percentage, and other counties provide for higher than the current Williston LDRs (e.g., Putnam and Madison County, both of which permit 35% impervious surface coverage. Again, however, given the area of our anticipated greenhouses, we need to increase this impervious surface percentage to 80%. Thus, we are proposing a provision, like we are proposing concerning Sections 60-179, permitting greenhouses and agricultural process facilities to have an impervious percentage of 80%.</p>
5.	60-182 Minimum off-street parking requirements.	<p>Subsection 60-182 currently provides that each commercial greenhouse or plant nursery shall have one space per square foot of non-storage floor area. This is an incredibly high parking requirement and appears to have no relationship to the use of a facility like the one proposed for this property. We propose to change it so that it requires: (a) one parking space for each group of 20 employees (or portion thereof); plus (b) one parking space for each employee. Thus, if we had 52 employees, we would need a total of 55 spaces calculated as (a) three spaces (for the three groups of 20 employees); plus (b) 52 spaces (one for each employee). Other Williston LDR provisions (including subsections 60-182(2), (3), (8), (10), and (11)) also base parking requirements in the agricultural district, in part, upon numbers of employees. Other provisions of the LDRs do the same for other zoning districts; see Section 60-342(8), (14), (15), (16), (17) for the CBD designation and 60-462(4), (5), (7) for the P District.</p>

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ORDINANCE NO. 2024-725

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE CITY OF WILLISTON LAND DEVELOPMENT REGULATIONS; AMENDING SECTION 44-12, NON-CONFORMING LOTS, NON-CONFORMING USES OF LAND, NON-CONFORMING STRUCTURES, NON-CONFORMING CHARACTERISTICS OF USE, AND NON-CONFORMING USE OF STRUCTURES AND PREMISES; AMENDING SECTION 60-172, PERMITTED PRINCIPLE USES AND STRUCTURES; AMENDING SECTION 60-179, MAXIMUM FLOOR AREA RATIO; AMENDING SECTION 60-180 MAXIMUM LOT COVERAGE BY ALL IMPERVIOUS SURFACES; AMENDING SECTION 60-182 MINIMUM OFF-STREET PARKING REQUIREMENTS DESCRIBED HEREIN; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, L&B Investment Group LLC, a Florida limited liability company, has applied to amend various provisions of the Land Development Regulations; AND

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

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

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

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

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

Section 1. That Section 44-12 of the Land Development Regulations of the City of Williston, is hereby amended to read as follows:

Sec. 44-12. Nonconforming lots, nonconforming uses of land, nonconforming structures, nonconforming characteristics of use, nonconforming use of structures and premises.

(a) *Generally.*

- (1) Within the districts established by these land development regulations or amendments that may later be adopted, there may exist (i) lots, (ii) uses of land, (iii) structures, (iv) characteristics of use, and (v) use of structures and premises which were lawful before the adoption or amendment of these land development regulations, *or, as to annexed property, which are lawful under the county's land development regulations* but which would be prohibited, regulated, or restricted under the terms of these land development regulations or future amendments.
- (2) It is the intent of these land development regulations to permit these nonconformities to continue until they are voluntarily removed or removed as required by these land development regulations, but not to encourage their survival. It is further the intent of these land development regulations that nonconformities shall not be enlarged upon, expanded, intensified, or extended, nor be used as grounds for adding other structures or uses prohibited elsewhere in the same district.
- (3) Nonconforming uses are declared by these land development regulations to be incompatible with permitted uses in the districts involved. A nonconforming use of a structure, a nonconforming use of land, or a nonconforming use of a structure and land in combination shall not be extended or enlarged after the date of adoption or amendment of these land development regulations, by attachment on a structure or premises of additional signs intended to be seen from off the premises, or by the addition of other uses of a nature which would be prohibited generally in the district involved.
- (4) To avoid undue hardship, nothing in these land development regulations shall be deemed to require a change in the plans, construction, or designated use of any building on which actual construction was lawfully begun prior to the date of adoption or amendment of these land development regulations and upon which actual building construction has been carried on diligently (see section 44-10 for definition of "Construction, actual"). Where excavation or demolition or removal of an existing building has been substantially begun preparatory to rebuilding, such excavation, demolition, or removal shall be deemed to be actual construction, provided that work shall be carried on diligently.

- (b) *Nonconforming lots of record.* In any district in which one-family dwellings are permitted, a one-family dwelling and customary accessory buildings may be erected, expanded, or altered on any single lot of record as of the date of adoption or amendment of these land development regulations, *or, as to annexed property, which were lawful under the county's land development regulations* notwithstanding limitations imposed by these land development regulations or the comprehensive plan. Such lots must be in separate ownership and not of continuous frontage with other lots in the same ownership. This provision shall apply even though such lot fails to meet the requirements for area or width, or both, that are generally applicable in the district, provided that yard dimensions and requirements other than those applying to area or width, or both, of the lot shall conform to the regulations for the district in which such lot is located. Variance of yard requirements shall be obtained only through action of the board of adjustment/code enforcement. If two or more lots or combinations of lots and portions of lots with continuous frontage in single ownership are of record as of the date of adoption or amendment of these land development regulations, and if all or part of the lots do not meet the requirements established for lot width and for area, the lands involved shall be considered to be an undivided parcel for the purposes of these land development regulations, and no portion of said parcel shall be used or sold in a manner which diminishes compliance with lot width and area requirements established by these land development regulations or the comprehensive plan, nor shall any division of any parcel be made which creates a lot with width or area below the requirements stated in these land development regulations or the comprehensive plan.

- (c) *Nonconforming uses of land.* Where, on the date of adoption or amendment of these land development regulations, *or, as to annexed property, which were lawful under the county's land development regulations* lawful use of land exists which would not be permitted by the comprehensive plan or these land development regulations, such use may be continued, so long as it remains otherwise lawful, subject to the following provisions:
- (1) *Enlargement, increase, intensification, alteration.* No such nonconforming use shall be enlarged, increased, intensified, or extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of these land development regulations.
 - (2) *Movement.* No such nonconforming use shall be moved in whole or in part to any portion of the lot or parcel other than that occupied by such use at the effective date of adoption or amendment of these land development regulations.
 - (3) *Discontinuance.* If any such nonconforming use ceases for any reason (except when governmental action impedes access to the premises) for a period of more than 12 consecutive months, any subsequent use of such land shall conform to the regulations specified by these land development regulations for the district in which such land is located.
 - (4) *Structure additions.* No structures shall be added on such land, except for the purposes and in a manner conforming to the regulations for the district in which such land is located.
- (d) *Nonconforming structures.* Where a structure existed lawfully at the date of adoption or amendment of these land development regulations *or, as to annexed property, which were lawful under the county's land development regulations* that could not be built under these land development regulations by reason of restrictions on area, lot coverage, height, yards, location on the lot, or requirements other than use concerning the structure, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:
- (1) *Enlargement or alteration.* No such nonconforming structure may be enlarged or altered in a way which increases its nonconformity, but any structure or portion thereof may be altered to decrease its nonconformity.
 - (2) *Destruction.* Should such nonconforming structure or nonconforming portion of such structure be destroyed by any means to an extent of more than 50 percent of its replacement value at time of destruction, it shall not be reconstructed except in conformity with the provisions of these land development regulations.
 - (3) *Movement.* Should such structure be moved for any reason for any distance whatsoever, it shall thereafter conform to the regulations for the district in which it is located after it is moved.

For information regarding nonconforming mobile homes see also section 60-44.

- (e) *Nonconforming characteristics of use.* If characteristic of use of residential density which lawfully existed on the date of adoption or amendment of these land development regulations *or, as to annexed property, which were lawful under the county's land development regulations* are made nonconforming by these land development regulations as adopted or amended, no change shall thereafter be made in such characteristic of use which increases nonconformity with these land development regulations; provided, however, that changes may be made which do not increase, or which decrease, such nonconformity. If the characteristics of use such as signs, off-street parking or off-street loading, or other matters pertaining to the use of land, structures, and premises are made nonconforming by these land development regulations as adopted or amended, *or, as to annexed property, which were lawful under the county's land development regulations*, no change shall thereafter be made in such characteristics of use which increases nonconformity with the regulations set out in these land development regulations; provided, however, that changes may be made which do not increase, or which decrease, such nonconformity.
- (f) *Nonconforming use of structures and premises.* Where a lawful use of a structure, or of a structure and premises in combination, existed at the date of adoption or amendment of these land development

regulations, *or, as to annexed property, which were lawful under the county's land development regulations* that would not be allowed in the district under the terms of the comprehensive plan or these land development regulations, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:

- (1) *Enlargement, extension, alteration, etc.* No existing structure devoted to a use not permitted by these land development regulations in the district in which such use is located shall be enlarged, extended, constructed, reconstructed, moved, or structurally altered except in changing the use of the structure to a use permitted in the district in which it is located.
- (2) *Extension of use.* Any nonconforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use as of the adoption or amendment of these land development regulations, *or, as to annexed property, which were lawful under the county's land development regulations* Any nonconforming use which occupied a portion of a building not originally designed or intended for such use shall not be extended to any other part of the building. No nonconforming use shall be extended to occupy any land outside the building, nor any additional building on the same lot or parcel, not used for such nonconforming use at the date of adoption or amendment of these land development regulations.
- (3) *Change in tenancy or ownership.* There may be a change in tenancy, ownership, or management of a nonconforming use provided there is no change in the nature or character of such nonconforming use.
- (4) *Change in use.* Any nonconforming use of a structure, or of a structure and premises in combination, may be changed to another nonconforming use of the same character, or to a more restricted but nonconforming use, provided that the board of adjustment/code enforcement shall find after due public notice and hearing that the proposed use is equally or more appropriate to the district than the existing nonconforming use and that the relation of the structure to surrounding properties is such that adverse effects on occupants and neighboring properties will not be greater than if the existing nonconforming use is continued. In permitting such change, the board of adjustment/code enforcement may require appropriate conditions and safeguards in accordance with the intent and purpose of these land development regulations.
- (5) *Change to conforming use requires future conformity with district regulations.* Any structure, or structure and premises in combination, in or on which a nonconforming use is superseded by a permitted use shall thereafter conform to the regulations for the district in which such structure is located, and the nonconforming use shall not thereafter be resumed nor shall any other nonconforming use be permitted.
- (6) *Discontinuance.* If any nonconforming use of a structure, or structure and premises in combination, ceases for any reason (except where governmental action impedes access to the premises) for a period of more than 12 consecutive months, any subsequent use shall conform to the regulations for the district in which the use is located.
- (7) *Structure additions.* No structures shall be added on such premises, except for purposes and in a manner conforming to the regulations for the district in which such premises are located.
- (8) *Destruction.* Should a structure containing a nonconforming use be destroyed by any means to the extent of more than 50 percent of its replacement value at the time of destruction, its status as a nonconforming use is terminated and it shall not be reconstructed except in conformity with all provisions of these land development regulations and unless the use of land and structures thereafter conforms to the regulations for the district in which such land is located.
- (g) *Casual, temporary, or illegal use.* The casual, temporary, or illegal use of land or structures, or land and structures in combination, shall not be sufficient to establish the existence of a nonconforming use or to create rights in the continuance of such use.
- (h) *Uses under special exception provisions not nonconforming uses.* Whereon the date of adoption of these land development regulations, or amendment thereto, *or, as to annexed property, which were lawful under the*

county's land development regulations the lawful use of land exists which would be permitted as a special exception under the terms of these land development regulations, such use shall not be deemed a nonconforming use in such district, but shall without further action be deemed a conforming use in such district. However, any enlargement or expansion of any such uses shall be subject to the procedures for securing special exceptions (see chapters 46, article V and VI).

Section 2. That Section 60-172 of the Land Development Regulations of the City of Williston, is hereby amended to read as follows:

Sec. 60-172. Permitted principal uses and structures.

Within an agricultural district shown on the "Zoning Map, City of Williston, Florida," the following use provisions regarding permitted principal uses and structures shall apply:

- (1) All agricultural activities (excepting intensive agriculture uses as defined in section 44-10 and not including livestock or poultry slaughterhouses), including the raising of livestock and poultry, the production of dairy and poultry products, the cultivation of field crops and fruits and berries, forestry conducted in accordance with the comprehensive plan, apiculture, and similar uses; provided that no structure used for housing of animals or any commercial feed lot operation shall be located within 300 feet of any lot line, and no structure used for housing domestic animals shall be located within 100 feet of any lot line.
- (2) The processing, storage, and sale of agricultural products and commodities which are raised on the premises (but not including livestock or poultry slaughterhouses); provided that no building used for these activities shall be located within 300 feet of any side or rear lot line *unless the building is on a parcel at least 15 acres in size and meets the buffer requirements of Section 60-341 (1), in which case the building may comply with the minimum yard requirements of Section 60-177*
- (3) Single-family dwellings.
- (4) Mobile homes.
- (5) Plant nurseries and greenhouses.
- (6) Homes of six or fewer residents which otherwise meet the definition of a "community residential home" (see article II of this chapter).
- (7) All permitted uses in the R-1 zoning district.

Section 3. That Section 60-179 of the Land Development Regulations of the City of Williston, is hereby amended to read as follows:

Sec. 60-179. Maximum floor area ratio.

The maximum floor area ratio in the agricultural district shall be 35 percent. *However, for parcels at least 15 acres in size that include commercial greenhouses or plant nurseries or facilities used for the growing, processing, storage and/or sale of agricultural products and commodities which are raised on the premises (but not including livestock or poultry slaughter houses), maximum floor area ration shall be 80%*

Section 4. That Section 60-180 of the Land Development Regulations of the City of Williston, is hereby amended to read as follows:

Sec. 60-180. Maximum lot coverage by all impervious surfaces.

The maximum lot coverage by all impervious surfaces in the agricultural district shall be ~~20~~ 50 percent. *However, for parcels at least 15 acres in size that include commercial greenhouses or plant nurseries or facilities used for the growing, processing, storage and/or sale of agricultural products and commodities which are raised on*

the premises (but not including livestock or poultry slaughter houses), maximum lot coverage by all impervious surfaces shall be 80%

Section 5. That Section 60-182 of the Land Development Regulations of the City of Williston, is hereby amended to read as follows:

Sec. 60-182. Minimum off-street parking requirements.

The minimum off-street parking requirements in the agricultural district shall be as follows:

- (1) Residential dwelling units: two spaces for each dwelling unit.
- (2) Elementary schools: two spaces for each classroom, plus one space for each staff.
- (3) Middle school: two spaces for each classroom or office room, plus one space for each staff member.
- (4) Senior high school: four spaces for each classroom or office room, plus two spaces for each three seats in any auditorium or gymnasium.
- (5) Churches or other houses of worship: one space for each four permanent seats in the main room.
- (6) Public buildings and facilities (unless otherwise specified): one space for each 300 square feet of floor area.
- (7) Clubs and lodges including fraternal organizations: one space for each 300 square feet of floor area.
- (8) Adult and child care centers, preschools: one space for each 300 square feet of floor area devoted to adult or child care activities and one space for each employee.
- (9) Group living facilities, group housing projects, foster care: one space for each bed.
- (10) Hospitals: one space for each bed, plus one for each employee on the maximum shift.
- (11) Convalescent and nursing homes: one space for each two beds, plus one for each employee on the maximum shift.
- (12) Adult congregate living facilities (ACLF): one space for each bed.
- (13) Commercial and service establishments (unless otherwise specified), agricultural fairs and fairgrounds; livestock auction arena: one space for each 350 square feet of floor area where applicable. One space for each 1,000 square feet of lot or ground area outside buildings used for any type of sale display or activity.
- (14) Livestock or poultry slaughterhouse; sawmills and planing mills; crematories; agricultural feed and grain packaging, blending, storage and sales; agricultural fertilizer storage and sales: one space for each 500 square feet of floor area.
- (15) Livestock auction arenas; agricultural equipment and related machinery sales; agricultural fairs and fairground activities; drive-in theaters; racetracks and speedways; golf and archery ranges; rifle, shotgun, and pistol ranges; commercial kennels; veterinary clinics; and animal shelters: Parking requirements will be approved through site plan approval process on a case-by-case basis.
- (16) Commercial greenhouse or plant nursery: one space for *each group of 20 employees (or portion thereof) plus one per sq. ft. of nonstorage floor area.* ~~space for each employee~~
- (17) For other special exceptions as specified herein: To be determined by findings in the particular case.

See also article II of this chapter.

Section 6. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 7. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

Section 8. Effective Date. This Ordinance shall become effective immediately Passed on second reading, this ____ day of _____, 2024.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Williston, Florida, after properly dispensing with the final reading this ____ day of _____, 2024.

ATTEST:

CITY OF WILLISTON

LATRICIA WRIGHT

CITY CLERK

DEBRA JONES

PRESIDENT, CITY COUNCIL

CHARLES GOODMAN

MAYOR

KIERSTEN BALLOU

CITY ATTORNEY

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