

HILLIARD TOWN COUNCIL MEETING

Hilliard Town Hall / Council Chambers
15859 West County Road 108
Post Office Box 249
Hilliard, FL 32046

TOWN COUNCIL MEMBERS

John P. Beasley, Mayor
Kenny Sims, Council President
Lee Pickett, Council Pro Tem
Joe Michaels, Councilman
Jared Wollitz, Councilman
Dallis Hunter, Councilman

ADMINISTRATIVE STAFF

Lisa Purvis, Town Clerk
Richie Rowe, Public Works Director
Gabe Whittenburg, Parks & Rec Director

TOWN ATTORNEY

Christian Waugh

AGENDA

THURSDAY, OCTOBER 05, 2023, 7:00 PM

NOTICE TO PUBLIC

Anyone wishing to address the Town Council regarding any item on this agenda is requested to complete an agenda item sheet in advance and give it to the Town Clerk. The sheets are located next to the printed agendas in the back of the Council Chambers. Speakers are respectfully requested to limit their comments to three (3) minutes. A speaker's time may not be allocated to others.

PLEDGE OF CIVILITY

WE WILL BE RESPECTFUL OF ONE ANOTHER
EVEN WHEN WE DISAGREE.

WE WILL DIRECT ALL COMMENTS TO THE ISSUES.

WE WILL AVOID PERSONAL ATTACKS.

"Politeness costs so little." – ABRAHAM LINCOLN

CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR To call on members of the audience wishing to address the Council on matters not on the Agenda.

REGULAR MEETING

ITEM-1 Additions/Deletions to Agenda

ITEM-2 Town Council review of the Nassau County Property Appraiser & Tax Collector's Tangible Personal Property Verification Program and approval of a three-party Interlocal Agreement.
Lisa Purvis, MMC – Town Clerk

ITEM-3 Town Council approval of Petition to Open Right of Way. Request to Open a Portion of an Unnamed, 30 feet wide, Town Right of Way, Parcel ID No. 08-3N-24-0000-0004-0010, Property Owner, Jonathan and Jennifer Hart.
Lee Anne Wollitz – Land Use Administrator

- ITEM-4** Town Council approval to adopt Resolution No. 2023-16, accepting a Florida Department of Transportation offer of a Public Transportation Grant Agreement and authorizing and directing the Council to accept such agreement in the amount of \$175,000.00 for Land Acquisition along Eastwood Road at the Hilliard Airpark.
Lisa Purvis, MMC – Town Clerk
- ITEM-5** Town Council approval to adopt Resolution No. 2023-17, accepting a Florida Department of Transportation offer of a Public Transportation Amendment to the Public Transportation Grant Agreement and authorizing and directing the Council to accept such agreement in the amount of \$51,000.00, to Design & Construct a New Box Hangar at the Hilliard Airpark.
Lisa Purvis, MMC – Town Clerk
- ITEM-6** Town Council to adopt Resolution No. 2023-20, authorizing the Hilliard Middle Senior High School Homecoming Parade on Friday, October 20, 2023, beginning at 2:45 p.m.
Lisa Purvis, MMC – Town Clerk
- ITEM-7** Town Council to adopt Resolution No. 2023-21, recognizing City Government Week, October 16th – 22nd, 2023 and Encouraging all Citizens to Support the Celebration and Corresponding Activities.
Lisa Purvis, MMC – Town Clerk
- ITEM-8** Town Council to set a Workshop for Monday, October 9, 2023, at 6:10 p.m. to discuss the Town of Hilliard's 2024 Nassau Delegation Requests and Nassau County's Requests.
Lisa Purvis, MMC – Town Clerk
- ITEM-9** Town Council approval of Municipal Election Agreement for Election Services by and between the Nassau County Supervisor of Elections and the Town of Hilliard.
Lisa Purvis, MMC – Town Clerk
- ITEM-10** Town Council approval for Site Savvy Inc. to repair 8" gravity sewer main at US Highway 1 and West Fourth Street for the bid amount totaling \$23,935.07, with a one-year warranty on the repair from the completion date.
Cory Hobbs - Assistant Public Works Director
- ITEM-11** Town Council approval to surplus the Public Works Department's 2000 John Deere Front End Loader Tractor and 1989 Ford Side Mount Tractor.
Cory Hobbs – Assistant Public Works Director
- ITEM-12** Town Council approval of the termination of Mr. John Maze's employment with the Town of Hilliard.
Lisa Purvis, MMC – Town Clerk
- ITEM-13** Town Council to adopt the Fiscal Years 2024-2028, Five Year Capital Improvement Plan for the Town of Hilliard.
Lisa Purvis, MMC – Town Clerk

ITEM-14 Town Council approval of the Fiscal Year 2023-2024, Town Employees Step Pay Increases and Benefits.
Lisa Purvis, MMC – Town Clerk

ITEM-15 Town Council approval of the Minutes for the September 14, 2023, Special Meeting, the September 21, 2023, Regular Meeting and the September 22, 2023, Public Hearings & Special Meeting.
Lisa Purvis, MMC - Town Clerk

ADDED ITEMS

ADDITIONAL COMMENTS

PUBLIC

MAYOR & TOWN COUNCIL

ADMINISTRATIVE STAFF

TOWN ATTORNEY

ADJOURNMENT

The Town may take action on any matter during this meeting, including items that are not set forth within this agenda.

TOWN COUNCIL MEETINGS

The Town Council meets the first and third Thursday of each month beginning at 7:00 p.m., unless otherwise scheduled. Meetings are held in the Town Hall Council Chambers located at 15859 West County Road 108. Video and audio recordings of the meetings are available in the Town Clerk's Office upon request.

PLANNING & ZONING BOARD MEETINGS

The Planning & Zoning Board meets the second Tuesday of each month beginning at 7:00 p.m., unless otherwise scheduled. Meetings are held in the Town Hall Council Chambers located at 15859 West County Road 108. Video and audio recordings of the meetings are available in the Town Clerk's Office upon request.

MINUTES & TRANSCRIPTS

Minutes of the Town Council meetings can be obtained from the Town Clerk's Office. The Meetings are usually recorded but are not transcribed verbatim for the minutes. Persons requiring a verbatim transcript may make arrangements with the Town Clerk to duplicate the recordings, if available, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be at the expense of the requesting party.

TOWN WEBSITE & YOUTUBE MEETING VIDEO

The Town's Website can be access at www.townofhilliard.com.

Live & recorded videos can be access at www.youtube.com search - Town of Hilliard, FL.

ADA NOTICE

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the Town Clerk's Office at (904) 845-3555 at least seventy-two hours in advance to request such accommodations.

APPEALS

Pursuant to the requirements of Section 286.0105, Florida Statutes, the following notification is given: If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting, he or she 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 to be based.

PUBLIC PARTICIPATION

Pursuant to Section 286.0114, Florida Statutes, effective October 1, 2013, the public is invited to speak on any "proposition" before a board, commission, council, or appointed committee takes official action regardless of whether the issue is on the Agenda. Certain exemptions for emergencies, ministerial acts, etc. apply. This public participation does not affect the right of a person to be heard as otherwise provided by law.

EXPARTE COMMUNICATIONS

Oral or written exchanges (sometimes referred to as lobbying or information gathering) between a Council Member and others, including staff, where there is a substantive discussion regarding a quasi-judicial decision by the Town Council. The exchanges must be disclosed by the Town Council so the public may respond to such exchanges before a vote is taken.

2023 HOLIDAYS

TOWN HALL OFFICES CLOSED

1. Martin Luther King, Jr. Day	Monday, January 16, 2023
2. Memorial Day	Monday, May 29, 2023
3. Independence Day Monday	Tuesday, July 4, 2023
4. Labor Day	Monday, September 4, 2023
5. Veterans Day	Friday, November 10, 2023
6. Thanksgiving Day	Thursday, November 23, 2023
7. Friday after Thanksgiving Day	Friday, November 24, 2023
8. Christmas Eve	Monday, December 25, 2023
9. Christmas Day	Tuesday, December 26, 2023
10. New Year's Eve	Monday, January 1, 2024
11. New Year's Day	Tuesday, January 2, 2024



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: October 5, 2023

FROM: ***Lisa Purvis, MMC – Town Clerk***

SUBJECT: Town Council review of the Nassau County Property Appraiser & Tax Collector's Tangible Personal Property Verification Program and approval of a three-party Interlocal Agreement.

BACKGROUND:

This item was tabled from the September 7, 2023, and the September 28, 2028, agenda. First, so that a representative from Nassau County Property Appraiser office could be present to explain the agreement and answer any questions. Second, so that The Nassau County Property Appraiser office could provide a copy of the agreement between them and Tax Management Associates, Inc. and a list of the \$50,000 and over businesses in Nassau County.

See Agenda Item Summary and Interlocal Agreement provided by the Nassau County Property Appraiser's Office.

FINANCIAL IMPACT:

See Interlocal Agreement.

RECOMMENDATION:

Approval of the Agreement for Use of Property Tax Collections to Fund Tangible Personal Property Verification Services through an Interlocal Agreement between the Nassau County Property Appraiser, Nassau County Tax Collector and the Town of Hilliard.

AGENDA ITEM SUMMARY	
Meeting Date:	
Agenda Category:	New Business
Agenda Item Number:	
Subject:	NASSAU COUNTY PROPERTY APPRAISER/TAX COLLECTOR TANGIBLE PERSONAL PROPERTY VERIFICATION PROGRAM
Attachments:	Memorandum From Property Appraiser's Office: Agreement
Staff Contact	
Background	The Nassau County Property Appraiser's Office is working on an initiative to perform a verification process on the County's tangible personal property tax roll to ensure all tax payers are filing properly. In order to perform this process the Property Appraiser's office is using a third-party contractor to utilize a mass process to cover the entire tangible personal property tax roll. In order for the District to participate in this process, a three-party Interlocal Agreement would need to be executed between the Town of Hilliard, the Nassau County Tax Collector, and the Nassau County Property Appraiser.
Reference	Interlocal Agreements
Suggested Action:	Approval of a three-party Interlocal Agreement with the Town of Hilliard, Property Appraiser and Tax Collector

**Agreement for Use of Property Tax Collections to Fund
Tangible Personal Property Verification Services**

THIS AGREEMENT (“Agreement”) is made and entered into as of this ____ day of _____, 2023, by and between the NASSAU COUNTY PROPERTY APPRAISER (“PROPERTY APPRAISER”), NASSAU COUNTY TAX COLLECTOR (“TAX COLLECTOR”), and the undersigned Local Governing Boards of the TAXING AUTHORITIES of NASSAU COUNTY, hereinafter referred to collectively as the “TAXING AUTHORITIES.”

WHEREAS, the PROPERTY APPRAISER is responsible under Florida law for the administration of ad valorem property tax verification and for back taxes related to business property tax listings; and

WHEREAS, the TAX COLLECTOR is responsible under Florida law for the collection and distribution of ad valorem property taxes, including back taxes, and associated penalties, fees, and interest; and

WHEREAS, the TAXING AUTHORITIES receive local property tax revenue to fund essential public services; and

WHEREAS, the PROPERTY APPRAISER and TAX COLLECTOR intend to contract with TAX MANAGEMENT ASSOCIATES, INC. (“TMA”) for audit verification services to conduct business personal property tax verifications for the purpose of collecting taxes due on those properties, which funds would otherwise be unavailable to the TAXING AUTHORITIES (hereinafter the “TMA Verification Agreement”); and

WHEREAS, TMA shall provide said verification services in exchange for the fee established in the TMA Verification Agreement, which consists of an amount equal to thirty-five percent (35%) of any tax, penalties, and interest collected from back taxes assessed by the PROPERTY APPRAISER on parcels identified through a TMA verification (hereinafter, the “Fee”); and

WHEREAS, the Fee shall be paid exclusively from the taxes, penalties, and interest collected in relation to the business personal property tax verifications resulting from the tax verifications performed by TMA, and shall not constitute a pledge or general obligation of tax funds or create an obligation on the TAXING AUTHORITIES to appropriate or make monies available for the purpose of this Agreement beyond the fiscal year in which the Agreement is executed; and

NOW, THEREFORE, the PROPERTY APPRAISER, TAX COLLECTOR, and undersigned TAXING AUTHORITIES, for and in consideration of the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

TERMS

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into and deemed a part of this Agreement.
2. Authorization of Reduced Collections for Fee Payment: The undersigned TAXING AUTHORITIES authorize the TAX COLLECTOR to deduct two percent (2%) in addition to TMA's Fee, as established in the TMA Verification Agreement, from the total property tax, penalties and interest collected as the result of the business personal property tax verifications pursuant to TMA verifications. The TAX COLLECTOR shall distribute the remaining tax revenue to the undersigned TAXING AUTHORITIES according to governing Florida law.

This Agreement does not constitute a pledge or general obligation of ad valorem taxation or create any obligation on any TAXING AUTHORITY to appropriate or make monies available for any tax year and does not create the right in any party to compel the exercise of the ad valorem taxing power of any TAXING AUTHORITY.

The TAX COLLECTOR shall annually make available to each TAXING AUTHORITY an accounting of all tax proceeds collected pursuant to the TMA Verification Agreement, the Fees paid to TMA, and the total funds distributed to each TAXING AUTHORITY.

3. Term & Termination: This Agreement shall be effective as of the date of execution for an initial term of forty-eight (48) months. Thereafter, the Agreement shall renew automatically on an annual basis until such time as the TMA Verification Agreement is terminated or otherwise expires. Upon termination or expiration of the TMA Verification Agreement, this Agreement automatically expires except for such provisions as survive termination as further agreed herein.

Any TAXING AUTHORITY may opt out of this Agreement provided it notifies the PROPERTY APPRAISER and TAX COLLECTOR in writing at least ninety (90) days before the end of a fiscal year. The option shall be effective upon the first day of the following fiscal year.

Upon termination of this Agreement, Fees for all verifications completed by TMA in affected tax districts up to the date of the notification of termination shall be payable in accordance with the terms provided by the TMA Verification Agreement. Because taxes may not be paid within the term of this Agreement, the authorization of reduced collections for Fee payment shall survive the termination of the Agreement and shall terminate upon the later of the collection and payment of all taxes related to TMA verifications, or the expiration of such taxes as a matter of Florida law.

4. Severability: Should any provision, portion, or application of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any applicable law or constitutional provision, or should future changes to Florida law conflict with any portion of this Agreement, the parties shall negotiate an equitable adjustment in the affected provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, portions, or

applications thereof, shall not be impaired. If a future change to Florida law conflicts with or preempts the entirety of this agreement, the agreement will be immediately terminated, subject to the termination provisions herein.

5. Public Records: The parties are public agencies subject to Florida's public records laws, including records retention, production, and confidentiality provisions. The PROPERTY APPRAISER and TAX COLLECTOR agree to retain all records maintained by their agencies and associated with the performance of this Agreement in compliance with applicable Florida records retention schedules, and to make all non-confidential or exempt records available for inspection or copying upon request and in compliance with Florida's public records laws.
6. Notice: Any notice required to be given under this Agreement shall be made in writing and sent by first class mail, postage paid, or by hand delivery to, the contact and address for the party as it appears on the signatory page of this Agreement.
7. Applicable Law: The terms and conditions of this Agreement shall be governed by the laws of the State of Florida.
8. Sole Benefit: This Agreement is for the sole benefit of the parties hereto, and in no event shall this Agreement be construed to be for the benefit of any third party, nor shall any party be liable for any loss, liability, damages, or expenses to any person not a party to this Agreement.
9. Headings: Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officer of each, as of the date first written above.

TAXING AUTHORITY NAME: Town of Hilliard

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE SIGNED: _____

PRIMARY CONTACT: _____

ADDRESS 1: _____

ADDRESS 2: _____

CITY, STATE, ZIP: _____

PHONE: _____

EMAIL: _____

APPROVED AS TO LEGAL FORM

For the TAXING AUTHORITY:

Signature: _____

Name & Title: _____



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: October 5, 2023

FROM: ***Lee Anne Wollitz – Land Use Administrator***

SUBJECT: Town Council approval of Petition to Open Right of Way. Request to Open a Portion of an Unnamed, 30 feet wide, Town Right of Way, Parcel ID No. 08-3N-24-0000-0004-0010, Property Owner, Jonathan and Jennifer Hart.

BACKGROUND: August of 2023, Mr. Hart came to Town Hall to inquire about access to his property. The frontage of his property is blocked by a county owned guardrail located on the shoulder of CR 108. Hart had spoken with the county concerning moving the rail and was met with public safety concerns. On the southern boundary of the property there is an unnamed and unopened Town owned Right of Way. This right of way is 30 feet wide and is on the original Town plat. After much discussion with Hart and the Town legal team concerning the options available for access it was decided that the Hart family should petition the Council to open a portion of the Right of Way for this parcel to utilize as an access point. Hart provided the petition request letter as well as the survey with the legal description of the property in question. Hart is asking the Council to open the first 60 feet of the 30 feet Right of Way. He in addition asking to do no improvements to the Right of Way currently. The Harts are planning to “Greenbelt” the property and file a forest management plan allowing for agricultural uses for the property. Lee Anne Wollitz has reached out to the Nassau PA Office, they have no objection to the opening of this portion of the Right of Way and state that it will not need to be named if it remains undeveloped. The documents have been reviewed by Christian Waugh and Lee Anne Wollitz.

FINANCIAL IMPACT: All Financial burden will be paid by the Petitioner.

RECOMMENDATION: Town council to open 60 feet of the unnamed Town Right of Way located on the southern boundary of parcel 08-3N-24-0000-0004-0010 with the following conditions:

1. If/when a building permit is issued for any portion of this parcel, the Right of Way in question will be brought up to Town Standards of that time.
2. If/when a building permit is issued for any portion of this parcel, the petitioner will cover cost incurred in the “naming” of the Right of Way.
3. The petitioner will work with Town Staff as well as the Nassau County Property Appraisers Office for the recording of the opening.

Town of Hilliard – Town Council
15859 West County Road 108
Hilliard, FL 32046

To the Town Council:

Good day. My wife and I recently purchased two parcels of land that touch our current residence. They are parcels 17-3N-24-2680-0033-0030 & 08-3N-24-0000-0004-0010. Our original property is “Greenbelted” and we plan on continuing to do the same with the two new parcels.

The reason we are writing the Council is that the second parcel listed, 08-3N-24-0000-0004-0010, fronts up to County Road 108 with 123 feet of road frontage but has an access point that is hindered by the County’s guard railing. The rail runs the entire length of the property.

We are petitioning the Council to open a portion of the 30 feet road (unimproved) that runs along our southern border and is better described in Plat Book O, Page 31. The accompanying survey we have shows this better than I have described it. We would ask that the Council would allow us, at our expense including any necessary survey work, to open 60 feet of the road which would allow us room to place a driveway unto our property from the road and allow a Southern Magnolia (*Magnolia grandiflora*) tree to stay in place. The road area is currently grassed with no vegetation that would need to be cleared. If granted, we could maintain the current status of the road, if the Council desires us to. Allowing access of the platted road would give the traveling public the most safety possible as it would allow the guard rail to stay in place as it currently is. The area we are petitioning for is listed on the survey as Tract “C” and is 0.04 acres in size.

Thank you for your time and consideration.

Sincerely,



Jonathan and Jennifer Hart
37270 Lee Street
Hilliard, FL 32046
904-608-7088

TOWN OF HILLIARD
SEP 19 2023
RECEIVED

NEW PRODUCT
OF NEW (ONE)

NEW FRONT
50" R/W (A)

THREE
HALF

MAP OF A/R
JONATHAN
JENNIFER
T/PA
17-3N-2
OR-3N-
PORTIONS OF
TOW
R
NASSAU

N. E. HART & SONS
ER B. HART.

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Hart Survey

TRACT "C" LEGAL DESCRIPTION BY SURVEYOR:

A PORTION OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA.
 AFORESAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 3
 NORTH, RANGE 24 EAST AND PROCEED ALONG THE SOUTHERN LINE OF SECTION 8 S 89°59'41" W A
 DISTANCE OF 1332.96' TO A POINT;
 THENCE N 89°35'43" W A DISTANCE OF 361.18' TO A POINT;
 THENCE N 89°35'26" W A DISTANCE OF 874.69' TO THE POINT OF BEGINNING.

FROM AFORESAID POINT OF BEGINNING, DEPART FROM AFORESAID SECTION LINE AND PROCEED
 S 04°18'27" W A DISTANCE OF 30.07' TO A POINT;
 THENCE N 89°35'26" W A DISTANCE OF 60.00' TO A POINT ON THE EASTERLY RIGHT-OF-WAY WAY OF
 COUNTY ROAD 108 (A 66' RIGHT-OF-WAY);
 THENCE PROCEED ALONG AFOREMENTIONED RIGHT-OF-WAY WITH A CURVE TURNING TO THE RIGHT WITH
 AN ARC LENGTH OF 30.08', WITH A RADIUS OF 376.26', WITH A CHORD BEARING OF N 04°18'27" E,
 WITH A CHORD LENGTH OF 30.07' TO A POINT;
 THENCE DEPART AFOREMENTIONED RIGHT-OF-WAY AND PROCEED S 89°35'26" E A DISTANCE OF 60.00'
 TO THE POINT OF BEGINNING, HAVING AN AREA OF 0.04 ACRE.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: October 5, 2023

FROM: ***Lisa Purvis, MMC – Town Clerk***

SUBJECT: Town Council approval to adopt Resolution No. 2023-16, accepting a Florida Department of Transportation offer of a Public Transportation Grant Agreement and authorizing and directing the Council to accept such agreement in the amount of \$175,000.00 for Land Acquisition along Eastwood Road at the Hilliard Airpark.

BACKGROUND:

On May 21, 2023, Mr. Gerald Nyren advised Nassau County and the Town of Hilliard that he would like to sell his property adjacent to the Hilliard Airpark. Nassau County advised the Town that they were not interested in purchasing Mr. Nyren's property. The Town then requested funding from FDOT to purchase the property.

FINANCIAL IMPACT:

FDOT PTGA 100% Grant Funded Project.

RECOMMENDATION:

Town Council approval to adopt Resolution No. 2023-16, accepting a FDOT PTGA and authorizing the signing of such agreement in the amount of \$175,000.00 for land acquisition along Eastwood Road at the Hilliard Airpark.

RESOLUTION NO. 2023-16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILLIARD, FLORIDA, A MUNICIPAL CORPORATION ACCEPTING A FLORIDA DEPARTMENT OF TRANSPORTATION OFFER OF A PUBLIC TRANSPORTATION GRANT AGREEMENT AND AUTHORIZING AND DIRECTING THE HILLIARD TOWN COUNCIL TO ACCEPT SUCH AGREEMENT.

WHEREAS, the Town of Hilliard, and the State of Florida Department of Transportation (FDOT) has determined it to be in their mutual interest to facilitate the development of the herein described project at the Hilliard Airpark, to wit:

LAND ACQUISITION ALONG EASTWOOD ROAD AT HILLIARD AIRPARK

FDOT F.P. NUMBER 444495-1-94-01

WHEREAS, the State of Florida Department of Transportation and the Town of Hilliard have agreed to joint funding for the project; and the FDOT portion of which shall be at One Hundred Percent (100%) under the Rural Economic Development Initiative (REDI) or \$175,000.00 related to eligible project costs; and

WHEREAS, both parties now wish to formalize the arrangement in the form of a Public Transportation Grant Agreement (PTGA).

NOW THEREFORE, be it resolved, as follows:

1. The Town of Hilliard confirms its desire to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation; and
2. Local project funds will initially be available for the project equating to One Hundred Percent (100%) under the Rural Economic Development initiative (REDI) or \$175,000.00 in facilitating the project; and
3. The Council President Kenneth A. Sims, Town Clerk Lisa Purvis, and Mayor John P. Beasley, are hereby authorized to execute this Resolution on behalf of the Town of Hilliard; and
4. The Council President, Town Clerk and Mayor, of the Town of Hilliard, Kenneth A. Sims, Lisa Purvis and John P. Beasley, are herein specifically authorized to enter and sign such documents as may be necessary, including the referenced Public Transportation Grant Agreement, future modifications, time extensions, and project scope changes with the State of Florida Department of Transportation.

ADOPTED this _____, day of _____, _____, by the Hilliard Town Council, Hilliard, Florida.

Kenneth A. Sims
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence) 444495-1-94-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 215 N/A N/A	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55022020228 Vendor Number: VF596018372005
Contract Number:	Federal Award Date:		
CFDA Number: N/A	Agency SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Town of Hilliard, ("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 Land Acquisition along Eastwood Road at Hilliard Airpark. 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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- ☒ *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 __, __. 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 \$175,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$175,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
- X 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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ITEM-4

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 Town of Hilliard

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: James M. Knight, P.E.

Title: _____

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Land Acquisition along Eastwood Road

B. Project Location (limits, city, county, map): Hilliard Airpark/Hilliard, FL/Nassau

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and legal fees, costs of survey, appraisals, title search, deed preparation and land acquisition. Also includes performing environmental and planning work in support of the acquisition process to gain FAA approval of the transaction. This project includes all materials, equipment, labor, and incidentals required to complete transfer of the subject property or properties to the sponsor. The Sponsor will comply with Aviation Program Assurances.

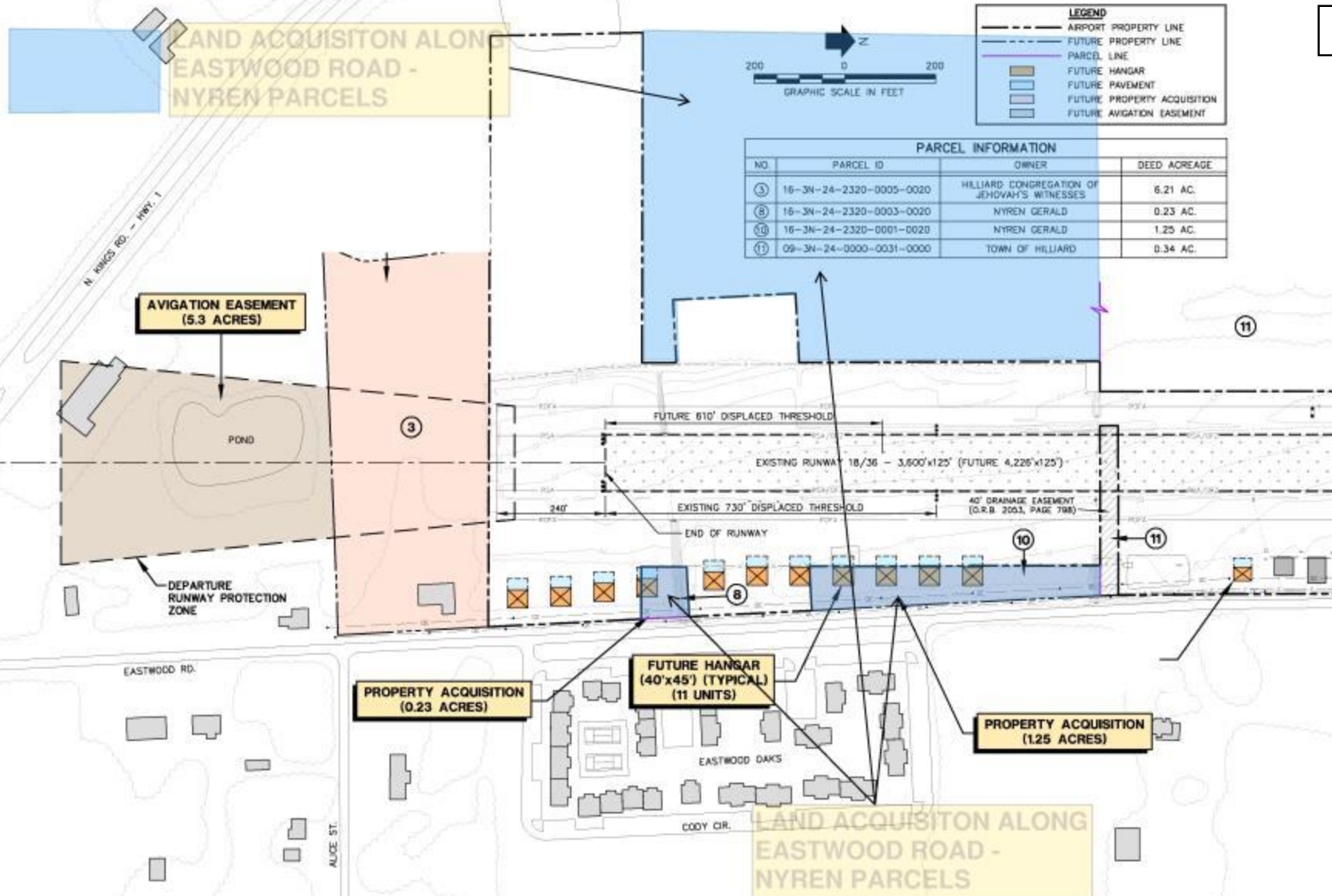
D. Deliverable(s): Land Acquisition along Eastwood Road

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.



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HILLIARD AIRPORT
NASSAU COUNTY, FL
MASTER PLAN UPDATE



FUTURE DEVELOPMENT CONCEPT SOUTH

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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
444495-1-94-01	DPTO	088719	2024	751000	55.004	Aviation Grant Program	\$175,000.00
Total Financial Assistance							\$175,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$175,000.00	\$0.00	\$0.00	\$175,000.00	100.00	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	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$175,000.00	\$0.00	\$0.00	\$175,000.00			

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

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

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

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

Donna Whitney

Department Grant Manager Name

Signature

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

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

A. General.

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

B. Agency Compliance Certification.

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

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

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

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

1. Accounting System.

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

2. Good Title.

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

3. Preserving Rights and Powers.

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

4. Hazard Removal and Mitigation.

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

5. Airport Compatible Land Use.

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

6. Consistency with Local Government Plans.

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

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

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

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

8. Airport Financial Plan.

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

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

10. Fee and Rental Structure.

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

11. Public-Private Partnership for Aeronautical Uses.

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

12. Economic Nondiscrimination.

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

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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

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

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

20. Consultant, Contractor, Scope, and Costs.

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

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

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

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

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

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

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

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

a. Project Certifications. Certify Project compliances, including:

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

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

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

c. Inspection and Approval. The Agency assures that:

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

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

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

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

- End of Exhibit E -

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EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$175,000

*The award amount may change with amendments

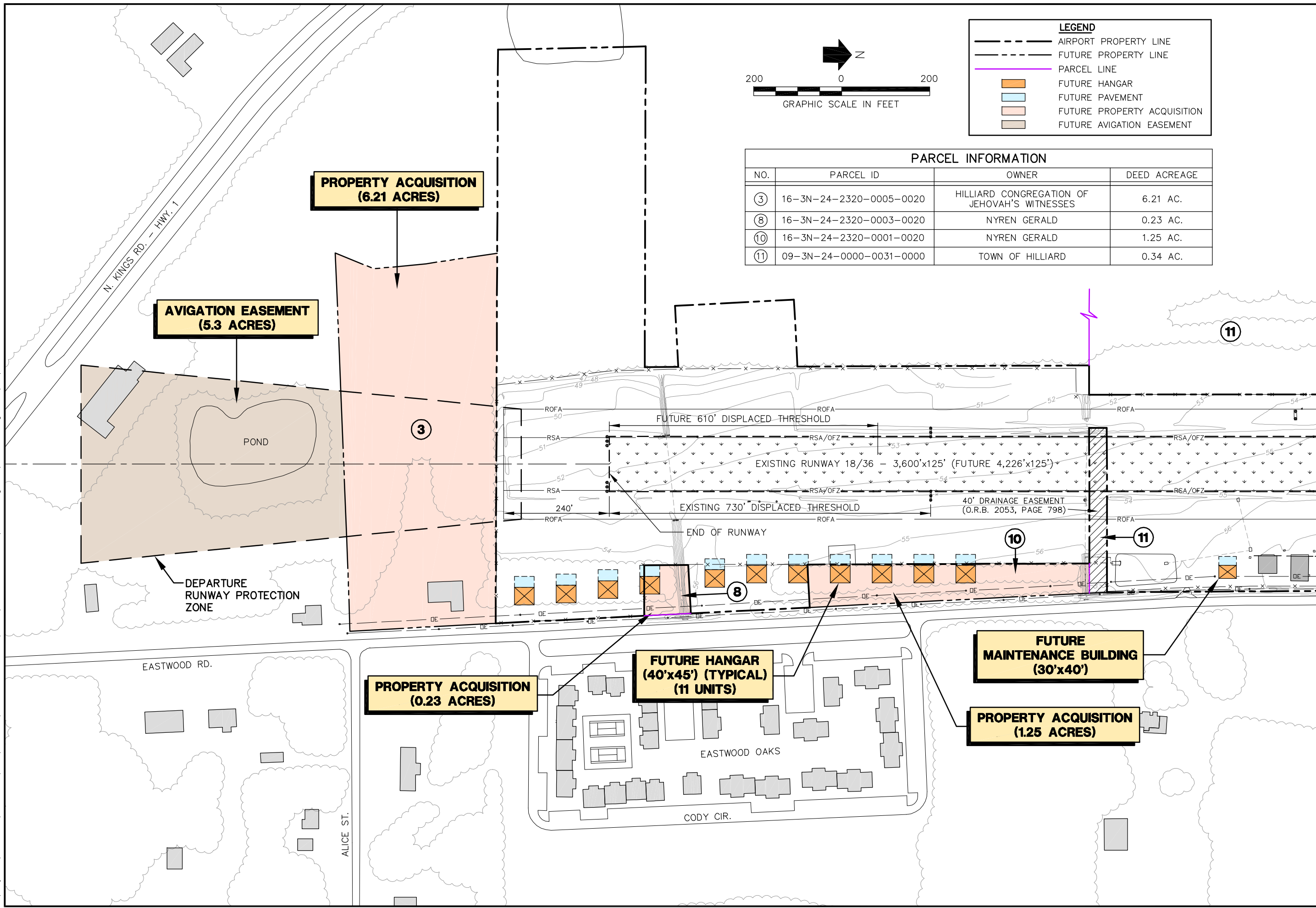
Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

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

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

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

S:\Projects\APPLAN\Hilliard Airport Master Plan Update\C-Technical Data\C09 - Figures\FIG 5-2.dwg 08/05/2016 10:37



Lisa Purvis

From: John Beasley
Sent: Tuesday, May 23, 2023 10:28 AM
To: Lisa Purvis
Subject: Re: Nyren land adjacent to Hilliard and County Lands - For Sale

Add it to the next agenda

Sent from my iPad

On May 22, 2023, at 11:15 AM, Lisa Purvis <lpurvis@townofhilliard.com> wrote:

John,

See below regarding the email from Gerald Nyren, the property owner adjacent to the Hilliard Airpark.

Sincerely,

Lisa Purvis, MMC
Town Clerk
Town of Hilliard
PO Box 249
15859 West CR 108
Hilliard, FL 32046
904.845.3555 Phone
904.845.1221 Fax
www.townofhilliard.com
<image001.png>

From: Lisa Purvis
Sent: Monday, May 22, 2023 11:15 AM
To: Taco Pope <tpope@nassaucountyfl.com>
Subject: RE: Nyren land adjacent to Hilliard and County Lands - For Sale

Taco,

Thank you. I have sent it on to our Airpark Engineer to see if we should look into pursuing with grant funding for the airpark.

Sincerely,

Lisa Purvis, MMC

Town Clerk
Town of Hilliard
PO Box 249
15859 West CR 108
Hilliard, FL 32046
904.845.3555 Phone
904.845.1221 Fax
www.townofhilliard.com
<image001.png>

From: Taco Pope <tpope@nassaucountyfl.com>
Sent: Monday, May 22, 2023 10:11 AM
To: Lisa Purvis <lpurvis@townofhilliard.com>
Subject: Fw: Nyren land adjacent to Hilliard and County Lands - For Sale

Hey Lisa,
I am sure the Mayor has forwarded along the below. I don't see the BOCC pursuing acquisition of any of these properties.

Taco E. Pope, AICP | County Manager

Nassau County, FL | Board of County Commissioners

96135 Nassau Place | Yulee, FL 32097

P: (904) 530-6010 E: tpope@nassaucountyfl.com

From: jerry nyren <jerrynyren@yahoo.com>
Sent: Sunday, May 21, 2023 12:46 AM
To: Denise May <dmay@nassaucountyfl.com>; jbeasley@townofhilliard.com
<jbeasley@townofhilliard.com>; Taco Pope <tpope@nassaucountyfl.com>
Subject: Nyren land adjacent to Hilliard and County Lands - For Sale

John Beasley, Mayor of Hilliard
Taco Pope, County Manager

I have three parcels of land shown in red on the attached sketch which I have been told either of you may want. I would like to sell them for \$91,100.00 net to me. The price is based on the County Appraiser's appraisal.

I am prepared to close anytime.

According to the County Appraiser:

Parcel 1: \$57,890

Parcel 2: \$27,000

Parcel 3: \$ 6,210

Total: \$91,100

Call me if you have any questions.

Please reply to let me know if either of you are interested.

You may call or email at your convenience.

Thank you.

Sincerely,

Jerry

Gerald Nyren, Architect

NyrenArchitecture

Healthcare, Commercial, Residential, Custom, New and Remodeling

Call for Free Consultation

904 786 7296

jerryNyren@yahoo.com

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.

"Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing." This email and any files transmitted with it may contain privileged or confidential information and may be read or used only by the intended recipient. If you are not the intended recipient of the email or any of its attachments, please be advised that you have received this email in error and that any use, dissemination, distribution, forwarding, printing or copying of this email or any attached files is strictly prohibited. If you have received this email in error, please immediately purge it and all attachments and notify the sender by reply mail. "This institution is an equal opportunity provider and employer" If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov."

"Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing." This email and any files transmitted with it may contain privileged or confidential information and may be read or used only by the intended recipient. If you are not the intended recipient of the email or any of its attachments, please be advised that you have received this email in error and that any use, dissemination, distribution, forwarding, printing or copying of this email or any attached files is strictly prohibited. If you have received this email in error, please immediately purge it and all attachments and notify the sender by reply mail. "This institution is an equal opportunity provider and employer" If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov."



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: October 5, 2023

FROM: ***Lisa Purvis, MMC – Town Clerk***

SUBJECT: Town Council approval to adopt Resolution No. 2023-17, accepting a Florida Department of Transportation offer of a Public Transportation Amendment to the Public Transportation Grant Agreement and authorizing and directing the Council to accept such agreement in the amount of \$51,000.00, to Design & Construct a New Box Hangar at the Hilliard Airpark.

BACKGROUND:

On August 18, 2022, the Council accepted a FDOT PTGA in the amount of \$340,000.00, to Design & Construct a New Box Hangar at the Hilliard Airpark. The FDOT PTGA Amendment of an additional \$51,000.00, in funding will result in a total project in the amount of \$391,000.00.

FINANCIAL IMPACT:

FDOT PTGA 100% Grant Funded Project.

RECOMMENDATION:

Town Council approval to adopt Resolution No. 2023-17, accepting an Amended FDOT PTGA and authorizing the signing of such agreement in the amount of \$51,000.00 to Design & Construct a New Box Hangar at the Hilliard Airpark.

RESOLUTION NO. 2023-17

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILLIARD, FLORIDA, A MUNICIPAL CORPORATION ACCEPTING A FLORIDA DEPARTMENT OF TRANSPORTATION OFFER OF A PUBLIC TRANSPORTATION AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT AND AUTHORIZING AND DIRECTING THE HILLIARD TOWN COUNCIL TO ACCEPT SUCH AGREEMENT.

WHEREAS, the Town of Hilliard, and the State of Florida Department of Transportation (FDOT) has determined it to be in their mutual interest to facilitate the development of the herein described project at the Hilliard Airpark, to wit:

DESIGN & CONSTRUCT A NEW BOX HANGAR AT HILLIARD AIRPARK

FDOT F.P. NUMBER 441751-1-94-24

WHEREAS, the State of Florida Department of Transportation and the Town of Hilliard have agreed to joint funding for the project; and the FDOT has additional funding to increase their portion by \$51,000.00 of which shall be at One Hundred Percent (100%) under the Rural Economic Development Initiative (REDI) bringing the revised total cost to \$391,000.00 related to eligible project costs; and

WHEREAS, both parties now wish to formalize the arrangement in the form of an Amended Public Transportation Grant Agreement (APTGA).

NOW THEREFORE, be it resolved, as follows:

1. The Town of Hilliard confirms its desire to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation; and
2. Local project funds will initially be available for the project equating to One Hundred Percent (100%) under the Rural Economic Development initiative (REDI) or \$391,000.00, the revised total cost in facilitating the project; and
3. The Council President Kenneth A. Sims, Town Clerk Lisa Purvis, and Mayor John P. Beasley, are hereby authorized to execute this Resolution on behalf of the Town of Hilliard; and
4. The Council President, Town Clerk and Mayor, of the Town of Hilliard, Kenneth A. Sims, Lisa Purvis and John P. Beasley, are herein specifically authorized to enter and sign such documents as may be necessary, including the referenced Amended Public Transportation Grant Agreement, future modifications, time extensions, and project scope changes with the State of Florida Department of Transportation.

ADOPTED this _____, day of _____, _____, by the Hilliard Town Council, Hilliard, Florida.

Kenneth A. Sims
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DPTO:	FLAIR Category:	088719
441751-1-94-24	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55022020228
	Identification Number (FAIN) – Transit only:		Vendor Number:	VF596018372005
Contract Number: G2B73	Federal Award Date:		Amendment No.:	1
CFDA Number: N/A	SAM/UEI Number:			
CFDA Title: N/A				
CSFA Number: 55.004				
CSFA Title: Aviation Grant Program				

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

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

4. Project Cost.

The estimated total cost of the Project is X increased/ ___ decreased by \$51,000 bringing the revised total cost of the project to \$391,000.

The Department's participation is X increased/ ___ decreased by \$51,000. The Department agrees to participate in the Project cost up to the maximum amount of \$391,000, and, additionally the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project.

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

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

AGENCY Town of Hilliard

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

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

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****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)): HILLIARD AIRPARK DESIGN & CONSTRUCT SINGLE BOX HANGAR

B. Project Location (limits, city, county, map): Hilliard Airpark/Hilliard, FL/Nassau

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

D. Deliverable(s): HILLIARD AIRPARK DESIGN & CONSTRUCT SINGLE BOX HANG

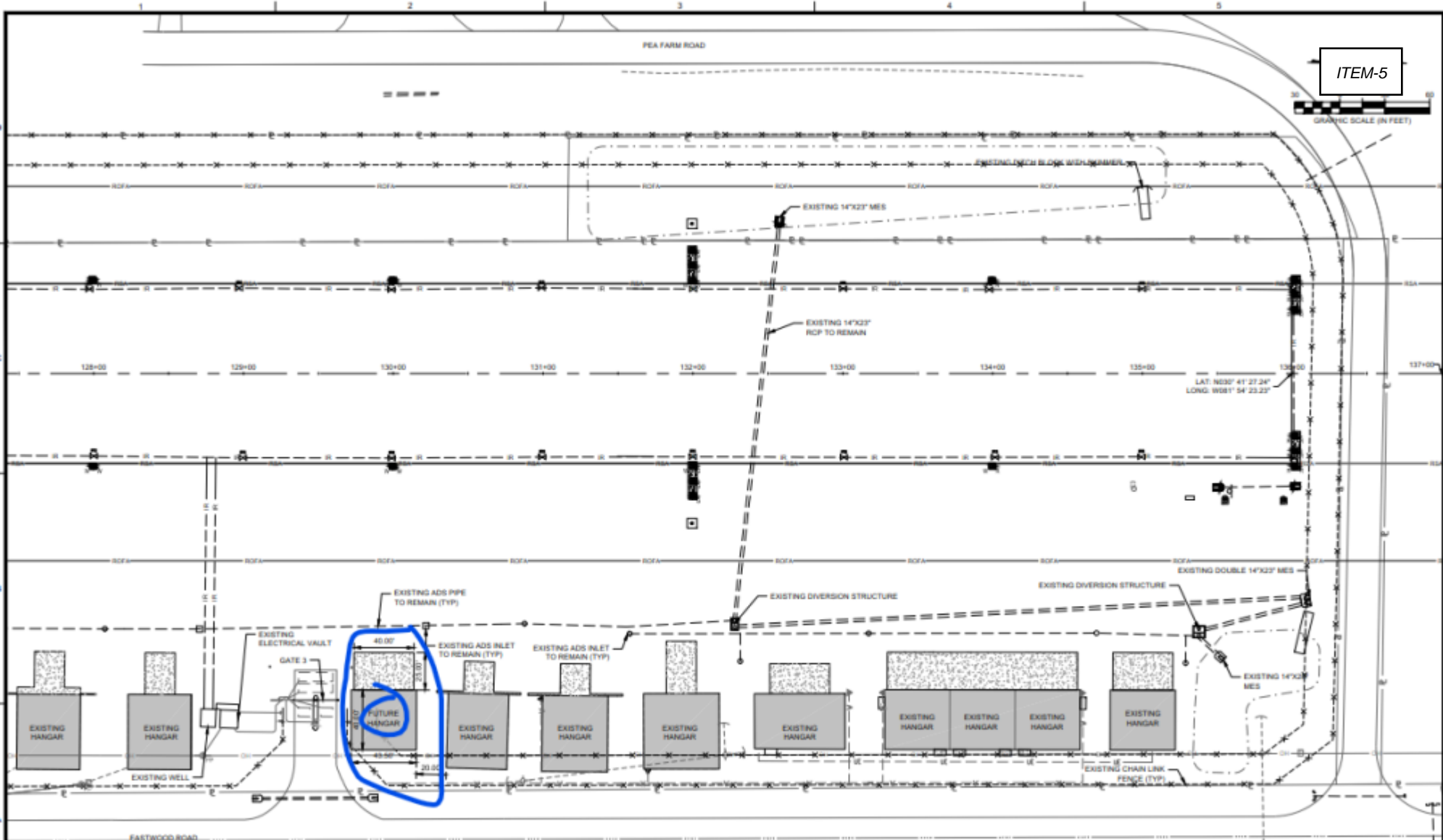
The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination 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):

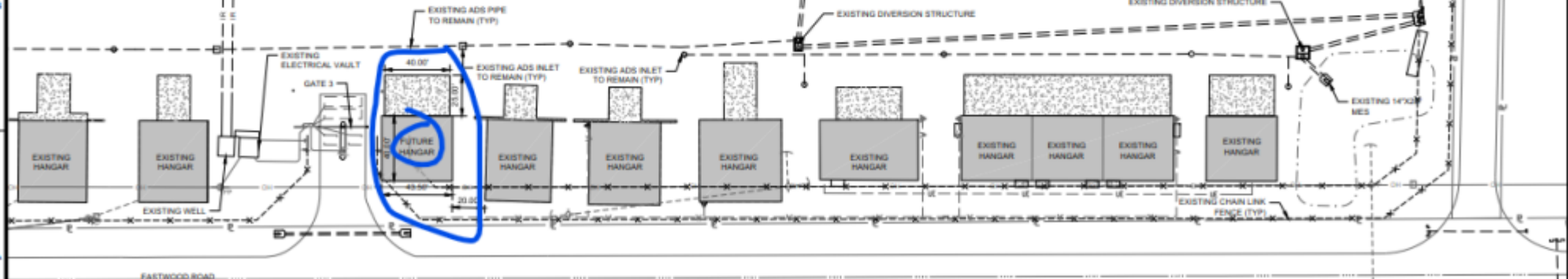
F. Transit Operating Grant Requirements (Transit Only):

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.

ITEM-5

LAT: N03° 41' 27.24"
LONG: W081° 54' 23.23"

GRAPHIC SCALE (IN FEET)



FASTWOOD ROAD

DATE	DESCRIPTION	BY	DATE
07/20/22	EXHIBIT	SSA	08/01

HILLIARD E. PRANGE
CL PE NUMBER 46751

HILLIARD AIRPARK
HILLIARD, FLORIDA
NASSAU COUNTY, FLORIDA

AECOM
7650 West Courtney Campbell Causeway
Tampa, FL 33607-1452
Tel: 813.286.1711
FL DBPS No. 8115

DR: 08/01	DR BY: SSA
CHK BY: SSA	CHK BY: SSA
DATE: 08/01	DATE: 08/01
SCALE: AS NOTED	SCALE: AS NOTED
DATE: 08/01	DATE: 08/01

HILLIARD AIRPARK
FUTURE HANGAR EXHIBIT
SHEET TITLE
LAYOUT (1)

60

EX.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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
441751-1-94-24	DPTO	088719	2023	751000	55.004	Aviation Grant Program	\$340,000.00
441751-1-94-24	DPTO	088719	2024	751000	55.004	Aviation Grant Program	\$51,000.00
Total Financial Assistance							\$391,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$391,000.00	\$0.00	\$0.00	\$391,000.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$391,000.00	\$0.00	\$0.00	\$391,000.00			

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

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

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

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

Donna Whitney

Department Grant Manager Name

Signature

Date

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

Form 725-
STRA
DEVELOPMENT
OGC 4/25/2023

ITEM-5

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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

Form 725-
STRA
DEVELOPMENT
OGC 4/25/2023

ITEM-5

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$391,000

*The award amount may change with amendments

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

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

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

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



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: October 5, 2023

FROM: ***Lisa Purvis, MMC – Town Clerk***

SUBJECT: Town Council to adopt Resolution No. 2023-20, authorizing the Hilliard Middle Senior High School Homecoming Parade on Friday, October 20, 2023, beginning at 2:45 p.m.

BACKGROUND:

A resolution is required to temporarily close the Town of Hilliard public right of ways.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Town Council adoption of Resolution No. 2023-20, authorizing the HMSHS Homecoming Parade on Friday, October 20, 2023.

RESOLUTION NO. 2023-20

A RESOLUTION AUTHORIZING THE PERMITTING OF A HOMECOMING PARADE FOR THE LOCAL HIGH SCHOOL ON BOTH LOCAL AND COUNTY ROADS, WHICH INCLUDES COUNTY ROAD 108; RESPONSIBILITY FOR TRAFFIC CONTROL; FOR CLAIMS ARISING FROM SUCH EVENT DUE TO ACTION ON THE PART OF OR AUTHORIZED BY THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Hilliard, Florida is required by various individuals and or organizations from time to time, to allow the use of streets and highways within the Town limits for the purpose of holding parades, or other special events, and

WHEREAS, the Town of Hilliard, determines that the homecoming parade for the local high school will proceed down local and county roads, which includes County Road 108 is an event that is acceptable, appropriate, beneficial and in the best interest of the Town, and

WHEREAS, the Town of Hilliard, is willing to assume the responsibility for this decision as it is related to acts done or authorized by the Town employees or its agents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF HILLIARD:

1. That this Resolution be said and the same is hereby declared and determined to constitute the authority for the Town to obtain permission from the Nassau County Board of County Commissioners for the approved parade on both town and county roads, which includes County Road 108, on the 20th, day of October 2023.
2. That the Nassau County Sheriff's Department will assume responsibility for traffic control.
3. That the Nassau County Sheriff's Department is responsible only for the claims arising from and based upon the activities of its officers, agents or employees at this event.
4. The Nassau County Sheriff's Office is hereby authorized to carry out the intent and purposes of this Resolution.
5. That this Resolution shall take effect immediately upon its adoption.

THIS RESOLUTION adopted this _____ day of _____,
_____ by the Town Council of the Town of Hilliard, Florida.

Kenneth A. Sims
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: October 5, 2023

FROM: ***Lisa Purvis, MMC – Town Clerk***

SUBJECT: Town Council to adopt Resolution No. 2023-21, recognizing City Government Week, October 16th – 22nd, 2023 and Encouraging all Citizens to Support the Celebration and Corresponding Activities.

BACKGROUND:

Every year for City Government Week the Town holds an essay contest with Hilliard Elementary School Students and the prompt for the essay is “If I were the Mayor of Hilliard.....”. The essay winners will be selected by Mayor Beasley, and we have certificates and cash prizes for 3rd Place \$20, 2nd Place \$30, and 1st Place \$50. The essay winners along with the teachers will be on either the next agenda or the November 2, 2023, agenda.

FINANCIAL IMPACT:

\$100.

RECOMMENDATION:

Town Council adoption of Resolution No. 2023-21, recognizing City Government Week, October 16th – 22nd, 2023.

RESOLUTION NO. 2023-21

A RESOLUTION OF THE TOWN OF HILLIARD RECOGNIZING CITY GOVERNMENT WEEK, OCTOBER 16 - 22, 2023 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF HILLIARD AS FOLLOWS:

Section 1. That the Town of Hilliard does encourage all citizens, city government officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

Section 2. That the Town of Hilliard does encourage educational partnerships between city government and schools.

Section 3. That the Town of Hilliard does support and encourage all city governments to actively promote and sponsor "Florida City Government Week."

PASSED AND ADOPTED this _____ day of _____, _____
by the Hilliard Town Council, Hilliard, Florida.

Kenneth A. Sims
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: October 5, 2023

FROM: ***Lisa Purvis, MMC – Town Clerk***

SUBJECT: Town Council to set a Workshop for Monday, October 9, 2023, at 6:10 p.m. to discuss the Town of Hilliard's 2024 Nassau Delegation Requests and Nassau County's Requests.

BACKGROUND:

See supporting information.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Town Council to set a Workshop for Monday, October 9, 2023, at 6:10 p.m.

1

Sanitary Sewer Collection System Rehabilitation - Legislative Appropriations 2024
DEO CDBG Mitigation Rebuild Florida General Infrastructure Program (GIP)
\$10,616,300.00

The Town of Hilliard’s Sanitary Sewer collection system (SSCS) experiences significant Infiltration & Inflow due to the age of the system. During significant storm events, a substantial amount of stormwater enters the existing wastewater collection system through damaged pipe and degraded manholes and must be processed by the Town’s Wastewater Treatment Facility (WWTF). This causes major problems throughout the collection system and the Town’s WWTF, including wear and tear on the WWTF and surges in the collections system causing overflows throughout the SSCS and at the WWTF. This uncontrolled discharge of untreated sewage in the community creates a public health and safety risk. The Town of Hilliard has applied for funding to mitigate this Inflow and Infiltration of stormwater into its Sanitary Sewer Collection System (SSCS) by rehabilitating and replacing portions of the Town’s SSCS.

The rehabilitation of 46,500 linear feet of sanitary sewer pipe. The construction of 11 new sanitary sewer manholes and rehabilitation of 140 manholes. The costruction of 48 point repairs. The construction of 4,400 LF of new force main. The rehabilitation of one lift station and connected force main.

2

Water Main Extensions - Legislative Appropriations 2024
\$3,831,840.00

US 1 Water Main Extension
\$990,720.00
Conventional Install 200 and directionally drill 3,800 linear feet of 6" PVC water main from County Road 108 along the Eastside of US Hwy 1 to Eastwood Road and connect into existing 6" water main at the Southside of Eastwood Road and US Hwy 1. Add 5 fire hydrants and replace/add 25 water services.

Eastwood Road Water Main Extension
\$878,400.00
Conventional Install 4,600 and directionally drill 200 linear feet of 6" PVC water main from Eastwood Oaks Apartments on Eastwood Road along the Southside of Eastwood Road and connect into existing 6" water main on the Westside of County Road 108. Add 6 fire hydrants and replace/add 8 water services. This will complete the East section of the Town water main loop.

Henry Smith Road Water Main Extension
\$1,962,720.00
Conventional Install 10,000 linear feet of 6" water main from American Legion Post 401 on Henry Smith Road along the Northside of Henry Smith Road and connect into existing 6" water main on the Eastside of County Road 108. Add 10 fire hydrants and replace/add 30 water services. This water main extension will consist of permitting and a 12" Casing Jack & Bore under the CSX Railroad Tracks. This will complete the West section of the Town water main loop.

3

Water & Sewer Line Extension US1 South - Legislative Appropriations 2024

\$32,000,000.00

4

Town Hall Park Phase II - Legislative Appropriations 2024

15859 CR 108 - Requesting \$400,000.00

2 Acres

Improve Pavilion with Brick Columns & Bench Seating

Adult Outdoor Exercise Equipment

Boardwalk Nature Trail

Add Additional Parking

5

Oxford Street Park Phase V - Legislative Appropriations 2024

37516 Oxford Street - Requesting \$400,000.00

6+ Acres

Master Drainage System

New Playground System

Add Irrigation System for Flag Football & Soccer Fields

Asphalt Walking Trail

Perimter Fencing

Add Additional Parking

6

North Oxford Street Park Phase III - Legislative Appropriations 2024

371093 Oxford Street - Requesting \$400,000.00

4+ Acres

Asphalt Walking Trail

New Concession Stand

New Restroom Building with Water Fountain

New Picnic Tables, Benches & Bleachers

Playground Improvements Drainage & Equipment

ENGINEER'S OPINION OF PROBABLE PROJECT COST
SEWER SYSTEM REHABILITATION
TOWN OF HILLIARD, FLORIDA
Mittauer & Associates, Inc. Project No. 9610-53-1
9/20/2023

A. ESTIMATED CONSTRUCTION COST

Item No.	Description	Quantity	Unit	Unit Price	Cost
1	Mobilization & General Conditions	1	LS	\$741,500	\$741,500
2	CIPP Liner				
a.	8" VCP	46,500	LF	\$60	\$2,790,000
b.	8" CIP	1,000	LF	\$100	\$100,000
3	Install New Manhole	11	each	\$15,000	\$165,000
4	Manhole Rehabilitation	140	each	\$7,500	\$1,050,000
5	Point Repairs	48	each	\$40,000	\$1,920,000
6	PVC Force Main				
a.	8"	1,100	LF	\$90	\$99,000
b.	6"	3,300	LF	\$75	\$247,500
7	Lift Station Rehabilitation	1	each	\$300,000	\$300,000
ESTIMATED CONSTRUCTION =					\$7,413,000
CONST. CONTINGENCY (20%) =					\$1,482,600
TOTAL ESTIMATED CONST. =					\$8,895,600

B. ESTIMATED NON-CONSTRUCTION COSTS

Item No.	Description	Cost
1	Preliminary Engineering	\$60,000
2	Sewer System Evaluation Survey	\$450,000
3	Topographic Surveying	\$118,000
4	Design (\$8,895,600*8.43%*70%)	\$524,900
5	Permitting (FDEP, Nassau County, FDOT)	\$12,000
6	Bidding & Award (\$8,895,600*8.43%*1%)	\$7,500
7	Const. Admin. (\$8,895,600*8.43%*29%)	\$217,500
8	Resident Observation (65 weeks)	\$280,800
9	Record Drawings, GIS	\$50,000
TOTAL NON-CONSTRUCTION COSTS		\$1,720,700

TOTAL ESTIMATED PROJECT COST =	\$10,616,300
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CONCEPTUAL CONSTRUCTION COST ESTIMATE
WATER MAIN EXTENSIONS - LEGISLATIVE APPROPRIATIONS 2023
TOWN OF HILLIARD, FLORIDA
Mittauer & Associates, Inc. Project No. 9610-23-1
9/20/23

US 1 WATER MAIN EXTENSION

Item No.	Description	Estimated Quantity	Unit	Unit Price	Cost
1	Mobilization & General Conditions	1	LS	\$68,500	\$68,500
2	6" PVC Water Main, Conventional Install	200	LF	\$75.00	\$15,000
3	6" PVC Water Main, Directionally Drilled	3,800	LF	\$120.00	\$456,000
4	Ductile Iron Fittings, Cement Lined	2,000	lbs	\$15.00	\$30,000
5	6" Gate Valves	4	each	\$2,000.00	\$8,000
7	Fire Hydrants	5	each	\$7,500.00	\$37,500
8	Water Services	25	each	\$2,000.00	\$50,000
9	Connections to Existing Mains	4	each	\$5,000.00	\$20,000
10	Restoration	200	LF	\$15.00	\$3,000
Estimated Construction Cost					\$688,000
Construction Contingency (20%)					\$137,600
Total Estimated Construction					\$825,600
Non-Construction Cost (20%)					\$165,120
TOTAL ESTIMATED COST					\$990,720

EASTWOOD ROAD WATER MAIN EXTENSION

Item No.	Description	Estimated Quantity	Unit	Unit Price	Cost
1	Mobilization & General Conditions	1	LS	\$61,000	\$61,000
2	6" PVC Water Main, Conventional Install	4,600	LF	\$75.00	\$345,000
3	6" PVC Water Main, Directionally Drilled	200	LF	\$120.00	\$24,000
4	Ductile Iron Fittings, Cement Lined	2,000	lbs	\$15.00	\$30,000
5	6" Gate Valves	5	each	\$2,000.00	\$10,000
7	Fire Hydrants	6	each	\$7,500.00	\$45,000
8	Water Services	8	each	\$2,000.00	\$16,000
9	Connections to Existing Mains	2	each	\$5,000.00	\$10,000
10	Restoration	4,600	LF	\$15.00	\$69,000
Estimated Construction Cost					\$610,000
Construction Contingency (20%)					\$122,000
Total Estimated Construction					\$732,000
Non-Construction Cost (20%)					\$146,400
TOTAL ESTIMATED COST					\$878,400

HENRY SMITH ROAD WATER MAIN EXTENSION

Item No.	Description	Estimated Quantity	Unit	Unit Price	Cost
1	Mobilization & General Conditions	1	LS	\$136,000	\$136,000
2	6" PVC Water Main, Conventional Install	10,000	LF	\$75.00	\$750,000
3	12" Casing Jack & Bore RR Crossing	200	LF	\$600.00	\$120,000
4	Ductile Iron Fittings, Cement Lined	3,000	lbs	\$15.00	\$45,000
5	6" Gate Valves	10	each	\$2,000.00	\$20,000
7	Fire Hydrants	10	each	\$7,500.00	\$75,000
8	Water Services	30	each	\$2,000.00	\$60,000
9	Connections to Existing Mains	2	each	\$5,000.00	\$10,000
10	Restoration	9,800	LF	\$15.00	<u>\$147,000</u>
Estimated Construction Cost					\$1,363,000
Construction Contingency (20%)					<u>\$272,600</u>
Total Estimated Construction					\$1,635,600
Non-Construction Cost (20%)					<u>\$327,120</u>
TOTAL ESTIMATED COST					<u>\$1,962,720</u>

TOTAL ESTIMATED PROJECT COST	<u>\$3,831,840</u>
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Lisa Purvis

From: Taco Pope <tpope@nassaucountyfl.com>
Sent: Friday, September 29, 2023 12:39 PM
To: Lisa Purvis; Robert Companion; Taco Pope
Cc: Marshall Eyerman
Subject: Mobility/Pavement Management Hilliard
Attachments: Hilliard-Sewer System Rehab- Engineer's Opinion of Probable Project Cost (9-20-23).pdf; Hilliard-WM Exts.-Preliminary Const. Cost Estimate (9-20-23).pdf; 1. Map Showing Wastewater Clay Pipe Infiltration 2nd to 6th Illinois to Georgia Street.pdf; 2. Map Water Line Eastside US1 CR108 to Eastwood Road.pdf

Meeting reminder for us to discuss:

1. Mobility Plan Function and Foundation
 - a. Structure of Nassau's Plan
 - b. Allowable expenditures
 - c. Operational Improvements vs Capacity Improvements
 - d. Mobility Improvements vs Maintenance
 - e. [Development Services | Nassau County - Official Website \(nassaucountyfl.com\)](https://www.nassaucountyfl.com/development-services)
 - f. [MobilityMapAll \(nassaucountyfl.com\)](https://www.nassaucountyfl.com/mobilitymapall)
 - g. [ENCPA-Mobility-5-year-coordinated-review-memo_08092021 \(nassaucountyfl.com\)](https://www.nassaucountyfl.com/en CPA-Mobility-5-year-coordinated-review-memo_08092021)
2. Pavement Management Plan
 - a. When is Nassau running new road condition analysis
 - b. Can we include TOH's roads. If we can, let's also offer to Callahan.
 - c. [Nassau County Pavement Management Plan | Nassau County - Official Website \(nassaucountyfl.com\)](https://www.nassaucountyfl.com/nassau-county-pavement-management-plan)
3. Utility
 - a. Where can we partner.
 - b. What precursor work needs to be done to extend W/S to the WRP.
 - c. How do we leverage state funds.
 - d. Need to upgrade W system along US1 prior to extending south to WRP.
 - e. Need upgrades for WW Plant
4. County CIP
 - a. [Nassau County 5-Year Capital Improvement Plan | Nassau County - Official Website \(nassaucountyfl.com\)](https://www.nassaucountyfl.com/nassau-county-5-year-capital-improvement-plan)

Taco E. Pope, AICP | County Manager

Nassau County, FL | Board of County Commissioners
 96135 Nassau Place | Yulee, FL 32097
 P: (904) 530-6010 E: tpope@nassaucountyfl.com

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.

ITEM-8



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: October 5, 2023

FROM: ***Lisa Purvis, MMC – Town Clerk***

SUBJECT: Town Council approval of Municipal Election Agreement for Election Services by and between the Nassau County Supervisor of Elections and the Town of Hilliard.

BACKGROUND:

On July 28, 2023, we received the Municipal Election Agreement for Election Services, note this is the first year that I have received this agreement on a non-election year. I did follow up with the Elections Office and they would like an agreement on file each year. Following the Town Attorney's review, the revised agreement is ready for Council approval.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Town Council approval of the Municipal Election Agreement with Nassau County Supervisor of Elections.

MUNICIPAL ELECTION AGREEMENT
FOR ELECTION SERVICES
BY AND BETWEEN THE NASSAU COUNTY SUPERVISOR OF ELECTIONS
AND THE TOWN OF HILLIARD

THIS AGREEMENT is made and entered into this ____ day of _____ 2023, by and between the Nassau County Supervisor of Elections, an elected constitutional officer (hereinafter "SOE"), and the Town of Hilliard (hereinafter "Municipality"), a municipal corporation, chartered and organized in accordance with the laws of the State of Florida.

WHEREAS Chapters 97-106, Laws of Florida constitutes the Florida Election Code, which applies to municipalities; and

WHEREAS Section 100.3605, Florida Statutes, provides that the Florida Election Code shall govern the conduct of a Municipality's election in the absence of an applicable special act, charter, or ordinance provision; and

WHEREAS the Municipality has requested the assistance of the SOE in conducting a municipal election in 2024, and the SOE is agreeable to providing such election services; and

WHEREAS the Municipality and the SOE want to work together to provide for a municipal election in 2024 (the "Election") and to allocate responsibilities, costs, and terms between the parties to ensure that all applicable laws, rules, special acts, charters, and ordinances are followed.

IT IS HEREBY AGREED, in consideration of the mutual covenants and promises contained in this agreement, and for the mutual benefits of the parties, as follows:

1. PURPOSE

This Agreement sets forth the terms and conditions under which services shall be provided by the SOE to the Municipality for the Election and to set forth the responsibilities of both parties so that there is a clear understanding of the rights and responsibilities of all parties. Such rights and responsibilities shall apply to the Election, as necessary, as well as to the Post Election Audit unless otherwise stated hereinafter.

2. SCOPE OF AGREEMENT

This Agreement concerns the conduct of a municipal election in 2024 until such time this Agreement is terminated. The mutually agreed upon responsibilities for both parties are set forth in Exhibit A, attached hereto and incorporated as if fully set forth herein. Timelines for the Election shall be coordinated between the parties at least 180 days before the Election.

3. EARLY VOTING

The Municipality has determined that it shall not conduct early voting when the election is held solely for the Municipality. Early voting shall be conducted by SOE when the Municipality's election is held in conjunction with a countywide election.

4. FEES AND CHARGES TO BE PAID BY THE MUNICIPALITY

If any election is held solely for the Municipality, Municipality shall be responsible for all costs associated with the conduct of the election. The Municipality shall pay the actual cost, as billed, for the Election. These costs include election costs, as defined by Section 97.021, Florida Statutes, and include, but are not limited to: advertising; ballot preparation; printing of official ballots, including vote by mail and provisional ballots, that shall be used exclusively in the Municipality; ballot changes required by Municipality after initial printing; election board personnel; microfilm services; record retention, expenses incurred due to a change in polling locations, expenses incurred due to a required recount according to Florida Statutes; providing a defense of any legal challenge; and transportation. SOE shall invoice Municipality for all expenses related to the Election incurred by the SOE office. The Municipality shall make payment within 45 days after the date of receipt of invoice per Sections 218.70 et seq., Florida Statutes, the Local Government Prompt Payment Act.

The Municipality shall be responsible for all incremental costs associated with referendum language or ballot initiatives, including, but not limited to additional ballot pages, increased advertising costs, record retention, and the printing of official ballots.

Due to the nature of the election process, there shall be unexpected and otherwise not included actions that arise. In this instance, these actions are the sole financial and legal responsibility of the Municipality.

5. NOTICES

All formal notices affecting the provisions of this Agreement may be delivered in person or sent by facsimile, registered mail, or a recognized overnight courier, to the individual(s) designated below.

For the SOE:

Janet H. Adkins
Nassau County Supervisor of Elections
96135 Nassau Place, Suite 3
Yulee, Florida 32097

For the Municipality:

Lisa Purvis, Town Clerk
Town of Hilliard
15859 West County Road 108
Hilliard, FL 32046

6. RECIPROCAL INDEMNIFICATION PROVISION

Each party agrees to indemnify and hold harmless the other party, its agents, officials, volunteers, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, attorneys' fees, and expenses that may accrue against the other party as a consequence of the intentional or negligent acts of its agents, officials, volunteers, or employees. Provided, however, nothing contained in this paragraph shall constitute a waiver of sovereign immunity or the limitations on liability provided to either party under the Constitution or Laws of the State of Florida. In the event of any threatened or impending action that may give rise to a claim under the terms of this paragraph

or suit or other proceedings, the party seeking indemnification for such claim must promptly give notice to the other party in writing by certified mail. The indemnity provided herein shall not apply to any settlement agreement entered into by one party without the consent of the other party. The terms of this paragraph shall survive the termination of this agreement.

7. RECORDS

Any Municipality election records in the possession of SOE shall be retained and destroyed per the State of Florida records retention schedules.

8. SEVERABILITY

If any clause, section, or provision of this Agreement shall be declared unconstitutional, invalid or unenforceable for any cause or reason, the remaining portions of this Agreement shall remain in full force and effect.

9. MISCELLANEOUS

SOE reserves the right to subcontract any of the work to be performed under this Agreement; provided, however, SOE shall not be relieved of any of its obligations hereunder.

The rights and obligations of the parties as outlined in this Agreement and Exhibits may be altered only by a written amendment or modification executed by an authorized representative of both parties referencing this Agreement and expressly stating the intention to modify such rights and obligations. Such amendments must be made no later than 120 days before a scheduled General Election.

Either party may terminate this agreement at any time for any reason by providing ninety (90) days written notice to the other party.

This Agreement supersedes all prior proposals, communications, and agreements, both oral and written.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year written below.

SUPERVISOR OF ELECTIONS
Nassau County, Florida

By: _____

Janet H. Adkins, Supervisor of Elections

Date: _____

TOWN CLERK
Town of Hilliard, Florida

By: _____

_____, Town Clerk

Date: _____

APPROVED AS TO FORM AND LEGALITY:

ATTEST:

Christian Waugh, Attorney

Lisa Purvis, Town Clerk

EXHIBIT A

A. SOE RESPONSIBILITIES

1. SOE shall identify designated polling places for voters to ensure uniformity in the conduct of elections and shall be responsible for reserving designated polling places not owned by the Municipality.
2. SOE shall determine and approve eligible election workers, schedule, and train the election workers.
3. SOE shall approve and schedule poll watchers according to Section 101.131, Florida Statutes.
4. SOE shall provide Municipality with the ballot layout for review. Any candidate oaths of qualified candidates, pronunciation guides, and amendment wording must be received in electronic format by SOE immediately after the close of qualifying for ballot preparation.
5. SOE shall compile results collected from precincts, vote by mail voting, and provisional ballots; and will make them available via www.VoteNassauFL.gov.
6. SOE shall conduct the public pre-election test of the automatic tabulating equipment according to Section 101.5612, Florida Statutes. This testing shall be conducted at the SOE office, Canvassing Board Room/Conference Room A, located at 96135 Nassau Place, Yulee, Florida, 32097.
7. SOE shall provide access to the SOE's electronic finance system for candidate finance reporting.
8. SOE shall be responsible for verifying the information as designated on the SOE's Municipal Candidate Petition Verification Requirements form completed by Municipality.
9. SOE shall follow current security procedures filed with the Florida Department of State.
10. SOE shall provide state-certified voting equipment for the tabulation of all ballots. If SOE state-certified voting equipment is not available for use in a municipal election due to restrictions pursuant to a federally funded grant agreement, Municipality shall be responsible for rental/lease of same. Delivery of voting equipment shall follow SOE's normal delivery routes and times. All election-related supplies shall be delivered by SOE per the SOE's customary practices.
11. SOE shall conduct all vote by mail ballot duties according to state law for Municipality for all elections.
12. SOE shall prepare sample ballots for display in the polling places and advertise as required by Florida Statute.
13. SOE is responsible for all advertising required by Florida Law.
14. County Canvassing Board shall perform all duties related to county elections, according to Florida law at the SOE office, Canvassing Board Room/Conference Room A, located at 96135 Nassau Place, Yulee, Florida, 32097.
15. County Canvassing Board shall be responsible for all statutorily required duties related to county elections, according to Section 101.591, Florida Statutes, and Rule 1S-5.026 *Post-Election Certification Voting System Audit*, F.A.C. The audit shall be conducted at the SOE office, Canvassing Board Room/Conference Room A, located at 96135 Nassau Place, Yulee, Florida, 32097.

B. MUNICIPALITY RESPONSIBILITIES

1. The Municipality shall complete the Municipal Election Survey Form and return it to SOE.
2. Municipality approval is requested within twenty-four (24) hours of receipt of the ballot layout; and required no later than four business days after receipt.
3. The Municipality shall provide ballot language to SOE following deadlines indicated on the Municipal Election Survey Form.
4. The Municipality is responsible for reserving the use of SOE-approved municipal-owned polling place facilities and shall provide insurance coverage for all polling places utilized for municipal elections not on a county ballot. Should there be an expense for a facility not owned by the Municipality, the Municipality shall be responsible for any charges relating to municipal elections.
5. The Municipality shall employ and compensate SOE-approved election workers directly and shall provide liability and workers' compensation coverage for municipal elections not on a county ballot.
6. The Municipality shall deliver keys to the SOE for opening and closing of polling places before election worker training.
7. Within 21 calendar days of receipt, the Municipality shall certify its political boundaries are accurate and current on the maps and that the street index provided by the SOE contains all street addresses located within its political boundaries to ensure the eligibility of its voters. In addition, the Municipality shall not process annexation ordinances for annexing properties into the City limits within 100 calendar days before the primary election and until after the election is certified.
8. The Municipality shall be responsible for all statutorily required notifications to candidates of election-related activities.
9. The Municipality shall be responsible for all statutorily required duties of qualifying municipal candidates and Chapter 106, Laws of Florida.
10. For municipal elections not on a county ballot, the Municipality shall be responsible for all statutorily required duties according to Section 101.591, Florida Statutes, and Rule 1S-5.026 *Post-Election Certification Voting System Audit*, F.A.C. The audit shall be conducted at the SOE office, Canvassing Board Room/Conference Room A, located at 96135 Nassau Place, Yulee, Florida, 32097.
11. The SOE Security Procedures shall be adopted by the Municipality for municipal elections not on a county ballot
12. The Municipality shall provide Candidate Release forms to SOE upon candidate filing for office.
13. All candidate oaths, including phonetic spelling for audio ballot, of qualified candidates must be received in electronic format by SOE by the end of the business day after the close of qualifying.
14. If SOE state-certified voting equipment is not available for use in a municipal election due to restrictions pursuant to a federally funded grant agreement, Municipality shall be responsible for rental/lease of same.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: October 5, 2023

FROM: ***Cory Hobbs - Assistant Public Works Director***

SUBJECT: Town Council approval for Site Savvy Inc. to repair 8" gravity sewer main at US Highway 1 and West Fourth Street for the bid amount totaling \$23,935.07, with a one year warranty on the repair from the completion date.

BACKGROUND:

Site Savvy Inc. to dig up sewer line and repair leaking joint on sewer main backfill hole and repave work area.

FINANCIAL IMPACT:

\$23,935.07

RECOMMENDATION:

Town Council approval for Site Savvy Inc. to repair sewer main leak at US1 and West Fourth Street for the bid amount totaling \$23,935.07.



TE SAVVY IN

PREPPING TO SATISFY

BID PROPOSAL

PROJECT DETAILS

Project Name	Town of Hilliard
Bid Name	Town of Hilliard
Bid Date	09/12/2023

FROM

Name	Tammy Geiger
Company	Site Savvy Inc
Email	geigerfarms13@gmail.com
Address	36287 Acorn Place Hilliard, Florida 32046
Phone	9047420416

TO

Company	Town of Hilliard
Contact	Cory Hobbs
Phone	(904) 719-1012
Email	chobbs@townofhilliard.com

SCOPE OF WORK

Repairing the 8" gravity sewer main.

BID ITEMS

<u>Item #</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>
	Erosion Control		
1010	Dewatering Pump	HR	1.00
			Subtotal: \$4,277.47
	Grading		
2030	Cut to Export	TN	72.00
2050	Replace Topsoil	CY	54.00
			Subtotal: \$6,098.04
	Sanitary Sewer		
5064	8" PVC	LF	1.00
5080	8" Fernco High Max	EA	2.00
5090	Trench Box	WK	1.00
			Subtotal: \$13,559.56

Item #

Description

Unit

Quantity

ITEM-10

Grand Total: \$23,935.07

EXCLUSIONS AND QUALIFICATIONS

Site Savvy Inc is not responsible for any sewer bypass system and any extra material not included in bid.

ACCEPTANCE

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Accepted By: _____

Date: _____

CONTRACTOR'S GENERAL WARRANTY

Site Savvy Inc will guarantee all work done and performed on repair of the 8" gravity sewer main for one (1) year from completion date of the project with the Town of Hilliard.

Ronald D. Geiger



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 09/15/2023

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

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

PRODUCER biBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME PHONE (A/C, No. Ext): 844-472-0967 FAX (A/C, No.): 203-654-3613 E-MAIL ADDRESS: customerservice@biBERK.com
INSURED Site Savvy Inc 36287 Acorn Pl Hilliard, FL 32046	INSURER(S) AFFORDING COVERAGE INSURER A: National Liability & Fire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR RISK	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ 0 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 0 PRODUCTS - COMPROP AGG \$ 0
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	N9WC743501	09/16/2023	09/16/2024	X PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	Professional Liability (Errors & Omissions): Claims-Made					Per Occurrence/ Aggregate

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

Exclusions:

Site Savvy Inc; Site Savvy Inc;

CERTIFICATE HOLDER

CANCELLATION

Site Savvy Inc
36287 Acorn Pl
Hilliard, FL 32046

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

AUTHORIZED REPRESENTATIVE

Patricia G. Giddens

COMMON POLICY DECLARATIONS (continued)

POLICY NUMBER: NPP8991264

The Named Insured is:

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Organization/Corporation ☐ Trust
☐ Other _____

Location of Business
 36287 Acorn Place
 HILLIARD FL 32046

Business Description:
 Septic installation/land grading

THESE DECLARATIONS TOGETHER WITH THE COVERAGE PART DECLARATIONS, THE COMMON POLICY CONDITIONS COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY

WESTERN WORLD INSURANCE GROUP

Western World Insurance Company
 Tudor Insurance Company
 Stratford Insurance Company

Administrative Office
 300 Kimball Drive, Suite 500
 Parsippany, New Jersey 07054

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy. If required by state law, this policy shall not be valid unless countersigned by our authorized representative.


 Secretary


 President

Countersigned

08/23/2023 CORBICTA

By


 Authorized Representative

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

Ronald Geiger

has successfully met all requirements necessary to be fully qualified through
the Florida Department of Environmental Protection Stormwater Erosion
and Sedimentation Control Inspector Training Program

February 28, 2018

Inspector Number 19806

Hal Lunsford

Hal Lunsford
Statewide Training Coordinator

Kevin Coyne

Kevin Coyne
WQRP Program Administrator

The American Traffic Safety Services Association

ID #37

Hereby recognizes that

Ronald Geiger

has successfully completed the
**Florida Advanced Work Zone Traffic Control
Training Course**

August 30, 2007
Date

Jacksonville, FL
Location



Donna M. Clark
Training & Products Dept. Director
Ryan M. Winters
Executive Director

National Center for Construction
Education and Research

This is to certify that

Ronald D Geiger

has fulfilled the requirements for

Construction Site Safety Orientation

in the NCCER's standardized training curriculum
this Twenty-fifth day of September, 2003



Donald E. Whyte
Donald E. Whyte
President

Certificate Of Completion

RONADAL D GEIGER
has successfully completed the
TRENCH SAFETY
program , as presented by
EMERGENCY TRAINING CONCEPTS

Instructor: **PAUL BATEMAN**

Course Date: **March 24, 2006**

Instructors Note: **COMPETENT PERSON TRAINING**

JB COXWELL CONTRACTING DESIGNATED COMPETENT PERSON

RONALD GEIGER

- 1.PERSONAL PROTECTIVE EQUIPMENT**
- 2.FIRST AID AND CPR**
- 3.RIGGING EQUIPMENT AND FOR MATERIAL HANDLING**
- 4.EXCAVATIONS**

**THIS DESIGNATION GIVES YOU THE AUTHORIZATION AND
THE RESPONSIBILITY TO STOP AND CORRECT KNOWN OR
PREDICTABLE HAZARDS IN YOUR WORK SURROUNDINGS**

CUNNINGHAM COMPANY, LLC
17267 CROSS BRANCH RD
HILLIARD, FLORIDA 32046

ITEM-10

Date: September 26, 2023

To: Cory Hobbs
Town of Hilliard
158959 CR 108
Hilliard, FL. 32046

Job: Sewer line repair
C&G Tire
Hilliard, Florida

The following may be considered as our specific scope of work for the referenced project:

Demo and remove existing sewer line.

Dewatering

Excavate fill dirt to expose leak

Replace with SDR 35 and Fernco couplings

Backfill and compact

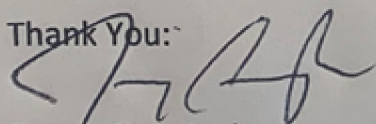
Repave 2" asphalt

Price does not include shoring. If needed it will be an extra charge

Bid Price: 32,000.00

Our schedule would be second week in January

Thank You:



Jimmy Cunningham



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: October 5, 2023

FROM: ***Cory Hobbs – Assistant Public Works Director***

SUBJECT: Town Council approval to surplus the Public Works Department's 2000 John Deere Front End Loader Tractor and 1989 Ford Side Mount Tractor.

BACKGROUND:

Year: 2000
Make: John Deere – Front End Loader Tractor

Year 1989
Make: Ford – Side Mount Mower Tractor

The Town of Hilliard put the John Deere Front End Loader in service in 2000 following the 1999 Sewer Plant Expansion Project to move dry sludge from the drying beds at the Sewer Plant. The 1989 Ford Side Mount mower has been on loan to the Town of Callahan for over 10 years and was recently returned. At this time the Public Works Department would like to surplus both items as is on Gov Deals.

FINANCIAL IMPACT:

Town to list surplus with Gov Deals – A Liquidity Services Marketplace as approved by the Town Council on February 21, 2019, as a means of disposing of surplus equipment. At a starting proposed bid price for the JD Front End Loader Tractor \$5,500 and for the Ford Side Mount Mower \$9,000.

RECOMMENDATION:

Town Council approval to surplus the Water & Sewer Department John Deere Front End Loader Tractor and the Street Departments 1989 Ford Side Mount Mower.

STREETS - WATER & SEWER LOCATION: HILLIARD WASTEWATER TREATMENT FACILITY - 37261 RUBY DRIVE

Asset ID	Description	Class	Code	Date In Service	Life	Original Cost	VIN/Serial No.	Notes
JD00-1705	2000 John Deere		06	7/1/2000	20	\$12,593.00		Sewer Plant - Diesel
FM89-0203	1989 Ford Tractor		03	1993	40		5N4C	Street Tractor/Side Mount Mower



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: October 5, 2023

FROM: ***Lisa Purvis, MMC – Town Clerk***

SUBJECT: Town Council approval of the termination of Mr. John Maze's employment with the Town of Hilliard.

BACKGROUND:

John Maze qualified for FMLA on June 13, 2023. FMLA covers a period of twelve weeks per year for qualifying employees. Mr. Maze's twelve weeks ended on September 5, 2023. Mr. Maze has not returned to work; therefore, he has abandoned his position with the Town of Hilliard. The Public Works Department needs to fill the vacant position to regain sufficient workflow within the department. Note Mr. Maze last day worked was April 27, 2023.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Town Council approval of the termination of Mr. John Maze's employment with the Town of Hilliard.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: October 5, 2023

FROM: ***Lisa Purvis, MMC – Town Clerk***

SUBJECT: Town Council to adopt the Fiscal Years 2024-2028, Five Year Capital Improvement Plan for the Town of Hilliard.

BACKGROUND:

See attached.

FINANCIAL IMPACT:

TBD

RECOMMENDATION:

Town Council adoption of the Fiscal Years 2024-2028, Five Year Capital Improvement Plan for the Town of Hilliard.

TOWN OF HILLIARD
FIVE YEAR CAPITAL PLAN
FY 2024-2028

ITEM-13

2023/2024			2024/2025			2025/2026			2026/2027			2027/2028		
October			October			October			October			October		
November			November			November			November			November		
December			December			December			December			December		
Oct/Dec			Oct/Nov			Oct/Dec			Oct/Dec			Oct/Dec		
January			January			January			January			January		
February			February			February			February			February		
March			March			March			March			March		
Jan/Mar			Dec/Feb			Jan/Mar			Jan/Mar			Jan/Mar		
April			April			April			April			April		
May			May			May			May			May		
June			June			June			June			June		
Apr/Jun			Mar/May			Apr/Jun			Apr/Jun			Apr/Jun		
July			July			July			July			July		
August			August			August			August			August		
September			September			September			September			September		
Jul/Sept			Jul/Sept			Jul/Sept			Jul/Sept			Jul/Sept		
	ESTIMATE			ESTIMATE			ESTIMATE			ESTIMATE			ESTIMATE	
TOTAL	\$576,857.00	\$25,000.00	TOTAL	\$634,542.70	\$5,000.00	TOTAL	\$697,996.97	\$5,000.00	TOTAL	\$767,796.67	\$6,000.00	TOTAL	\$844,576.33	\$6,000.00
2023-2024	REVENUES	\$601,857.00	2024-2025	REVENUES	\$639,542.70	2025-2026	REVENUES	\$702,996.97	2026-2027	REVENUES	\$773,796.67	2027-2028	REVENUES	\$850,576.33
2023/2024			2024/2025			2025/2026			2026/2027			2027/2028		
01-381001	GENERAL FUND	\$39,330.00	01-51364	TH Equipment	\$50,000.00	01-51362	TH Building	\$20,000.00	01-51362	TH Buildings	\$200,000.00	01-51362	TH Buildings	\$200,000.00
01-51362	TH Chambers	\$150,000.00	03-54163	Culverts/Drainage	\$75,000.00	03-54163	Culverts/Drainage	\$100,000.00	03-54163	Culverts/Drainage	\$200,000.00	03-54163	Culverts/Drainage	\$200,000.00
01-51362	TH AC Units	\$50,000.00	03-54164	Skid Steer	\$55,300.00	03-54164	Skid Steer Attact	\$30,000.00	04-57262	P&R Buildings	\$200,000.00	04-57262	P&R Buildings	\$200,000.00
01-51364	TH IT Refresh	\$30,000.00	03-54163	FDOT W 6th St	\$265,000.00	03-54163	FDOT W 6th St	\$265,000.00	04-57264	P&R Equipment	\$100,000.00	04-57264	P&R Equipment	\$100,000.00
03-54163	Culverts/Drainage	\$40,000.00	03-54163	FDOT Grant	(\$265,000.00)	03-54163	FDOT Grant	(\$265,000.00)	04-57264	Town Hall Park III	\$200,000.00	04-57264	Town Hall Park III	\$200,000.00
03-54163	Road Milling	\$30,000.00	04-57262	P&R Building	\$25,000.00	04-57262	P&R Building	\$25,000.00	04-57264	FRDAP	(\$200,000.00)	04-57264	FRDAP	(\$200,000.00)
03-54164	Culvert Cleaner	\$6,000.00	04-57264	P&R Equipment	\$25,000.00	04-57264	P&R Equipment	\$25,000.00	04-57264	Oxford Park VI	\$200,000.00	04-57264	Oxford Park VI	\$200,000.00
03-54164	Mower	\$7,500.00	04-57264	Town Hall Park II	\$200,000.00	04-57264	Town Hall Park II	\$200,000.00	04-57264	FRDAP	(\$200,000.00)	04-57264	FRDAP	(\$200,000.00)
03-54164	Mosq Sprayer	\$10,000.00	04-57264	FRDAP	(\$200,000.00)	04-57264	FRDAP	(\$200,000.00)	04-57264	N Oxford Park III	\$200,000.00	04-57264	N Oxford Park III	\$200,000.00
04-57262	Gym Maint.	\$30,000.00	04-57264	Oxford Park V	\$200,000.00	04-57264	Oxford Park V	\$200,000.00	04-57264	FRDAP	(\$200,000.00)	04-57264	FRDAP	(\$200,000.00)
04-57262	FC Flooring	\$30,000.00	04-57264	FRDAP	(\$200,000.00)	04-57264	FRDAP	(\$200,000.00)	05-52264	FIRE Equipment	\$100,000.00	05-52264	FIRE Equipment	\$100,000.00
04-57263	Buck Pk Drain	\$30,000.00	04-57264	N. Oxford Park III	\$200,000.00	04-57264	N. Oxford Park III	\$200,000.00	06-53663	Sewer Line Rehab	\$200,000.00	06-53663	Sewer Line Rehab	\$200,000.00
04-57263	Buck Pk Mulch	\$10,000.00	04-57264	FRDAP	(\$200,000.00)	04-57264	FRDAP	(\$200,000.00)						
04-57263	PG Maint	\$10,000.00	04-57262	FEMA HS/CC	\$5,800,000.00	04-57262	FEMA HS/CC	\$5,800,000.00						
04-57264	Park Fencing	\$20,000.00	04-57262	FEMA Grant	(\$5,800,000.00)	04-57262	FEMA Grant	(\$5,800,000.00)						
04-57264	Park Mower	\$10,000.00	04-57262	FEMA Match	\$50,000.00	04-57262	FEMA Match	\$50,000.00						
04-57264	N. Oxford Park II	\$200,000.00	05-52264	FIRE Equipment	\$20,000.00	05-52264	FIRE Equipment	\$20,000.00						
04-57264	FRDAP	(\$200,000.00)	06-53663	Sewer Line Rehab	\$100,000.00	06-53663	Sewer Line Rehab	\$100,000.00						
05-52264	FIRE Equipment	\$15,800.00	06-53663	AMI Metering 4of5	\$110,000.00	06-53663	AMI Metering 5of5	\$110,000.00						
05-52264	Generator Elect	\$35,000.00	06-53663	DEP SRF Sew	\$10,000,000.00	06-53663	DEP SRF Sew	\$10,000,000.00						
06-53662	WTP Gen Switch	\$8,000.00	06-53663	DEP SRF Grant	(\$8,000,000.00)	06-53663	DEP SRF Grant	(\$8,000,000.00)						
06-53663	AMI Metering 3of5	\$110,000.00	06-53663	DEP SRF Match	(\$2,000,000.00)	06-53663	DEP SRF Match	(\$2,000,000.00)						
06-53663	WM Extension	\$45,000.00	06-53663	CDBG WM Match	\$150,000.00									
06-53663	Sewer Line Rehab	\$100,000.00	06-53663	CDBG WM Project	\$700,000.00									
06-53663	SCADA WWTP LS	\$27,000.00	06-53663	CDBG WM Reimb	(\$700,000.00)									
06-53663	Water Shut Offs	\$40,000.00												
06-53664	2 Wetland Pumps	\$15,000.00												
06-53664	Jet Rig Camera	\$10,000.00												
06-53664	GLS Sewer Samp	\$5,000.00												
06-53663	Sand & Grit Dig	\$80,000.00												
06-53663	DEP S&G Dig	(\$40,000.00)												
06-53663	DEP Sewer FM	\$597,000.00												
06-53663	DEP Reimb	(\$597,000.00)												
06-53663	CDBG WM Match	\$150,000.00												
06-53663	CDBG WM Project	\$700,000.00												
06-53663	CDBG WM Reimb	(\$700,000.00)												
TOTAL	EXPENDITURES	\$1,103,630.00	TOTAL	EXPENDITURES	\$660,300.00	TOTAL	EXPENDITURES	\$480,000.00	TOTAL	EXPENDITURES	\$1,000,000.00	TOTAL	EXPENDITURES	\$1,000,000.00
2023-2024	BALANCE	(\$501,773.00)	2024-2025	BALANCE	(\$20,757.30)	2025-2026	BALANCE	\$222,996.97	2026-2027	BALANCE	(\$226,203.33)	2027-2028	BALANCE	(\$149,423.67)
2023-2024	FUND BALANCE	\$373,280.17	2024-2025	FUND BALANCE	\$352,522.87	2025-2026	FUND BALANCE	\$575,519.84	2026-2027	FUND BALANCE	\$349,316.51	2027-2028	FUND BALANCE	\$199,892.84

2023/2024 CAPITAL BUDGET - UP DATED AS OF 09.30.2023						
CAPITAL FUND BALANCE END OF FY 2017-2018 (AUDITED)			\$1,398,698			
ACTUAL REVENUES FY 2018-2019			\$447,627			
ACTUAL EXPENDITURES FY 2018-2019			(\$962,756)			
CAPITAL FUND BALANCE END OF FY 2018-2019 (AUDITED)			\$883,569			
ACTUAL REVENUES FY 2019-2020			\$411,474			
ACTUAL EXPENDITURES FY 2019-2020			(\$472,617)			
CAPITAL FUND BALANCE END OF FY 2019-2020 (AUDITED)			\$822,426			
ACTUAL REVENUE FY 2020-2021			\$493,199			
ACTUAL EXPENDITURES FY 2020-2021			(\$344,545)			
CAPITAL FUND BALANCE END OF FY 2020-2021 (AUDITED)			\$971,080			
ACTUAL REVENUE FY 2021-2022			\$593,150	\$795,900	FY 21/22 BALANCE	
ACTUAL EXPENDITURES FY 2021-2022			(\$768,330)	\$623,931	FY 22/23 PROJECTED	
ACTUAL CAPITAL FUND BALANCE END OF FY 2021-2022 (AUDITED)			\$795,900	(\$544,778)	FY 22/23 PROJECTED	
PROJECTED REVENUE FY 2022-2023			\$623,931	\$576,857	FY 23/24 REVENUE EST	
PROJECTED EXPENDITURES FY 2022-2023			(\$544,778)	\$25,000	FY 22/23 INTEREST EST	
PROJECTED CAPITAL FUND BALANCE END OF FY 2022-2023			\$875,053	\$1,476,910	FY 23/24 AVAILABLE BALANCE	
BUDGETED REVENUE FY 2023-2024			\$601,857	(\$1,103,630)	FY 23/24 EST EXPENSES	
BUDGETED EXPENDITURES FY 2023-2024			(\$1,103,630)	\$373,280		
ESTIMATED CAPITAL FUND BALANCE END OF FY 2023-2024			\$373,280			

GENERAL	REFERENCE	NO.	APPROVED	TO DATE	GRANTS	BUDGET	BALANCE	
001-01-381001	CAPITAL - GENERAL FUND	1.1		\$0		\$39,330	\$39,330	\$39,330
001-01-51362	BUILDING - TOWN HALL REMODEL (CHAMBERS)	1.2		\$0		\$150,000	\$150,000	
001-01-51362	BUILDING - TOWN HALL AC UNITS	1.3		\$0		\$50,000	\$50,000	\$200,000 62
001-01-51364	EQUIPMENT - IT REFRESH	1.4		\$0		\$30,000	\$30,000	\$30,000 64
	TOTAL CAPITAL GENERAL			\$0		\$269,330	\$269,330	\$269,330 T
								\$269,330 C
STREETS								
001-03-54163	INFRASTRUCTURE - CULVERTS & DRAINAGE IMPROVMENTS	3.1		\$0		\$40,000	\$40,000	
001-03-54163	INFRASTRUCTURE - MILLING	3.2		\$0		\$30,000	\$30,000	\$70,000 63
001-03-54164	EQUIPMENT - CULVERT CLEANER	3.3		\$0		\$6,000	\$6,000	
001-03-54164	EQUIPMENT - 48" LAWN MOWER	3.4		\$0		\$7,500	\$7,500	
001-03-54164	EQUIPMENT - MOSQ SPRAYER	3.5		\$0		\$10,000	\$10,000	\$23,500 64
	TOTAL CAPITAL STREETS			\$0		\$93,500	\$93,500	\$93,500 T
								\$93,500 C
RECREATION								
001-04-57262	BUILDING - GYM MAINTENANCE	4.1		\$0		\$30,000	\$30,000	
001-04-57262	BUILDING - FITNESS CENTER FLOORS	4.2		\$0		\$30,000	\$30,000	\$60,000 62
001-04-57263	INFRASTRUCTURE - BUCK PARK DRAINAGE	4.3		\$0		\$30,000	\$30,000	
001-04-57263	INFRASTRUCTURE - BUCK PARK PLAYGROUND MULCH	4.4		\$0		\$10,000	\$10,000	
001-04-57263	INFRASTRUCTURE - PLAYGROUND MAINTENANCE	4.5		\$0		\$10,000	\$10,000	\$50,000 63
001-04-57264	EQUIPMENT - FENCING BUCK & OXFORD	4.6		\$0		\$20,000	\$20,000	
001-04-57264	EQUIPMENT - P&R MOWER	4.7		\$0		\$10,000	\$10,000	
	TOTAL CAPITAL RECREATION			\$0		\$140,000	\$140,000	\$30,000 64
001-04-57264	EQUIPMENT - FRDAP NORTH OXFORD PARK	4.8	7/12/2022	\$0	\$200,000	\$200,000	\$200,000	\$140,000 T
	TOTAL GRANT RECREATION			\$0	\$200,000	\$200,000	\$200,000	\$200,000 G
								\$140,000 C
FIRE				TO DATE	GRANTS	BUDGET	BALANCE	
001-05-52264	EQUIPMENT - 2 BUNKER GEAR	5.1		\$0		\$6,800	\$6,800	
001-05-52264	EQUIPMENT - HOSE, INTAKE, ADAPTERS	5.2		\$0		\$9,000	\$9,000	
001-05-52264	EQUIPMENT - GENERATOR & ELECTRIC	5.3		\$0		\$35,000	\$35,000	\$50,800 64
	TOTAL CAPITAL FIRE			\$0		\$50,800	\$50,800	\$50,800 T
								\$50,800 C
AIRPARK								
001-08-54261	FDOT GRANT - LAND ENVIRONMENTAL ASSESSMENT NORTH & SOUTH	8.1	8/30/2021	\$0	\$40,000	\$40,000	\$40,000	
001-08-54261	FDOT GRANT - LAND NORTH END	8.2	4/7/2022	\$35,773	\$464,000	\$428,228	\$428,228	
001-08-54261	FDOT GRANT - LAND ALONG EASTWOOD ROAD	8.3	9/7/2023	\$0	\$175,000	\$175,000	\$175,000	
001-08-54261	FDOT GRANT - LAND NORTH END 10% FAA MATCH	8.4		\$0	\$150,000	\$150,000	\$150,000	
001-08-54261	FAA GRANT - LAND NORTH END	8.5		\$0	\$899,000	\$899,000	\$899,000	\$1,692,228 61
001-08-54262	FDOT GRANT - NEW BOX HANGAR	8.6	8/18/2022	\$0	\$391,000	\$391,000	\$391,000	\$391,000 62
	TOTAL GRANTS AIRPARK			\$35,773	\$2,119,000	\$2,083,228	\$2,083,228	\$2,083,228 T

WATER&SEWER								\$2,083,228	G	
401-06-53662	BUILDING - WTP TRANSFER SWITCH GENERATOR TO PUMP	6.1	11/5/2020	\$0		\$8,000	\$8,000	\$8,000	62	
401-06-53663	INFRASTRUCTURE - DIGESTER ACCUMULATED MATERIAL REMOVAL	6.2		\$0		\$40,000	\$40,000			
401-06-53663	INFRASTRUCTURE - SEWER REHABILITATION	6.3		\$0		\$100,000	\$100,000			
401-06-53663	INFRASTRUCTURE - WATER LINE	6.4		\$0		\$45,000	\$45,000			
401-06-53663	INFRASTRUCTURE - AMI METERING SOLUTIONS (SUEZ)	6.5	3/7/2019	\$0		\$110,000	\$110,000			
401-06-53663	INFRASTRUCTURE - CDBG MATCH	6.6		\$0		\$150,000	\$150,000			
401-06-53663	INFRASTRUCTURE - WATER VALVE SHUT OFFS	6.7		\$0		\$40,000	\$40,000			
401-06-53663	INFRASTRUCTURE - WWTP PANEL VIEW SCADA - LIFTSTATION	6.7		\$0		\$27,000	\$27,000	\$512,000	63	
401-06-53664	EQUIPMENT - TWO WETLAND PUMP	6.8		\$0		\$15,000	\$15,000			
401-06-53664	EQUIPMENT - JET RIG CAMERA	6.9		\$0		\$10,000	\$10,000			
401-06-53664	EQUIPMENT - GLS SEWER SAMPLER	6.10		\$0		\$5,000	\$5,000	\$30,000	64	
TOTAL CAPITAL WATER & SEWER				\$0		\$550,000	\$550,000	\$550,000	T	
401-06-53663	INFRASTRUCTURE - DIGESTER ACCUMULATED MATERIAL REMOVAL	6.11		\$0	\$40,000	\$40,000	\$40,000	\$1,349,000	G	
401-06-53663	INFRASTRUCTURE - OXFORD ST SEWER FORCE MAIN	6.12		\$12,000	\$609,000	\$597,000	\$585,000			
401-06-53663	INFRASTRUCTURE - CDBG	6.13		\$0	\$700,000	\$700,000	\$700,000			
401-06-53663	INFRASTRUCTURE - SEWER REHAB	6.14		\$0	\$0	\$0	\$0	\$550,000	C	
TOTAL GRANT WATER & SEWER				\$0	\$1,349,000	\$1,337,000	\$1,325,000			
							\$3,668,000	GRANT		
TOTAL CAPITAL & GRANTS				\$0	\$3,620,228	\$1,103,630	\$1,103,630	CAPITAL		
				EXPENDED	GRANTS	BUDGET	GRANT/CAPITAL	ORIGINAL		
				TO DATE	BALANCE	TOTAL	ORIGINAL			
							BUDGET			
							\$4,771,630			



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: October 5, 2023

FROM: ***Lisa Purvis, MMC – Town Clerk***

SUBJECT: Town Council approval of the Fiscal Year 2023-2024, Town Employees Step Pay Increases and Benefits.

BACKGROUND:

Every September/October the Town Council and Department Directors meet to discuss employee fiscal year evaluations and pay increase recommendations. A Workshop is to be held on Monday, October 2, 2023, at 6:10 p.m. to discuss this year's recommendations.

FINANCIAL IMPACT:

TBD

RECOMMENDATION:

Town Council approval of the Fiscal Year 2023-2024, Town Employee Step Pay Increases and Benefits as recommended by the Department Directors.

HILLIARD TOWN COUNCIL MEETING

Hilliard Town Hall / Council Chambers
15859 West County Road 108
Post Office Box 249
Hilliard, FL 32046

TOWN COUNCIL MEMBERS

Floyd L. Vanzant, Mayor
John P. Beasley, Council President
Kenny Sims, Council Pro Tem
Lee Pickett, Councilman
Jared Wollitz, Councilman
Callie Kay Bishop, Councilwoman

ADMINISTRATIVE STAFF

Lisa Purvis, Town Clerk
Richie Rowe, Public Works Director
Gabe Whittenburg, Parks & Rec Director

TOWN ATTORNEY

Christian Waugh

MINUTES

THURSDAY, SEPTEMBER 14, 2023, 6:00 PM

NOTICE TO PUBLIC

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PLEDGE OF CIVILITY

WE WILL BE RESPECTFUL OF ONE ANOTHER
EVEN WHEN WE DISAGREE.
WE WILL DIRECT ALL COMMENTS TO THE ISSUES.
WE WILL AVOID PERSONAL ATTACKS.
"Politeness costs so little." – ABRAHAM LINCOLN

CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor John Beasley
Council President Kenny Sims
Council Pro Tem Lee Pickett
Councilman Jared Wollitz
Councilman Dallis Hunter
Councilman Joe Michaels

MAYOR To call on members of the audience wishing to address the Council on matters not on the Agenda.

No public wish to address the Council.

SPECIAL MEETING

ITEM-1 Town Council approval for the Town Attorney to be granted Authorization and Preparation of Response to Florida Elections Commission Complaint.
Lisa Purvis, MMC - Town Clerk

Motion made by Councilman Wollitz, Seconded by Council Pro Tem Pickett.
 Voting Yea: Council President Sims, Council Pro Tem Pickett, Councilman
 Wollitz, Councilman Hunter, Councilman Michaels

ADDITIONAL COMMENTS

PUBLIC

No public comment.

MAYOR & TOWN COUNCIL

No comments.

ADMINISTRATIVE STAFF

PRESENT

Town Clerk, Lisa Purvis

Assistant Public Works Director, Cory Hobbs

ABSENT

Public Works Director, Richie Rowe

Parks & Recreation Director, Gabe Whittenburg

TOWN ATTORNEY

No comment.

ADJOURNMENT

Motion made to adjourn at 6:06 p.m.

Motion made by Council President Sims, Seconded by Councilman Hunter.

Voting Yea: Council President Sims, Council Pro Tem Pickett, Councilman Wollitz, Councilman
 Hunter, Councilman Michaels

Approved this _____ day of _____, _____ by the Hilliard Town Council,
 Hilliard, Florida.

 Kenneth A. Sims, Sr.
 Council President

ATTEST:

 Lisa Purvis
 Town Clerk

APPROVED:

John P. Beasley
Mayor

HILLIARD TOWN COUNCIL MEETING

Hilliard Town Hall / Council Chambers
15859 West County Road 108
Post Office Box 249
Hilliard, FL 32046

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John P. Beasley, Council President
Kenny Sims, Council Pro Tem
Lee Pickett, Councilman
Jared Wollitz, Councilman
Callie Kay Bishop, Councilwoman

ADMINISTRATIVE STAFF

Lisa Purvis, Town Clerk
Richie Rowe, Public Works Director
Gabe Whittenburg, Parks & Rec Director

TOWN ATTORNEY

Christian Waugh

MINUTES

THURSDAY, SEPTEMBER 21, 2023, 7:00 PM

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CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor John Beasley
Council President Kenny Sims
Council Pro Tem Lee Pickett
Councilman Jared Wollitz
Councilman Dallis Hunter
Councilman Joe Michaels

PRESENTATION

West Nassau High School - Cadet Briefing - ROTC Col Klein

Col. Klein of the West Nassau High School introduces the Cadet Staff:

Bailey Rounsville, CC - Speaks on Community Impact Goals, Unit Impact Goals and School Impact Goals.

Liz Woods, Ops - Speaks on Flight Opportunities and Leadership Development Activities.

Ryland Weyburn, Vice - Speaks on Community Events and Cadet Achievements (2022-2023).

MAYOR **To call on members of the audience wishing to address the Council on matters not on the Agenda.**

Deborah Mayo, 36151 Pine Street, Hilliard, comments on the following: she is concerned about the Town, advertising jobs on Facebook, advertising jobs on website, the need for a Town Manager, School Board taxes, and the Town's Civility Pledge.

REGULAR MEETING

ITEM-1 Additions/Deletions to Agenda

No additions to or deletions from the agenda.

ITEM-2 Town Council review of the Nassau County Property Appraiser & Tax Collector's Tangible Personal Property Verification Program and approval of a three-party Interlocal Agreement.

Lisa Purvis, MMC – Town Clerk

Motion to table this item until the October 5, 2023, regular meeting and request a copy of the Property Appraiser's Agreement and a list of the business that are over \$50,000.

Motion made by Councilman Wollitz, Seconded by Councilman Michaels.
Voting Yea: Council President Sims, Council Pro Tem Pickett, Councilman Wollitz, Councilman Hunter, Councilman Michaels

ITEM-3 Town Council to review Pre-Application for the Vacation of Alley Way for Block 159 and give agreement for moving to Final Application.
Application No. 20230731 Block 159 Alley, Property Owner – Sylvester Helhoski
Parcel ID No. 08-3N-24-2380-0159-0010.

Lee Anne Wollitz – Land Use Administrator

Motion to move to final application.

Motion made by Council President Sims, Seconded by Councilman Hunter.
Voting Yea: Council President Sims, Council Pro Tem Pickett, Councilman Wollitz, Councilman Hunter, Councilman Michaels

ITEM-4 Town Council to discuss and advise Land Use Administrator and Public Works Department regarding conditions for site plans and setback measurements for Septic Tank Exceptions.

Lee Anne Wollitz – Land Use Administrator

Motion for the Town Attorney to amend the Utility Code to include a process for septic tank exception setback measurements.

Motion made by Councilman Hunter, Seconded by Council President Sims.
Voting Yea: Council President Sims, Council Pro Tem Pickett, Councilman Wollitz, Councilman Hunter, Councilman Michaels

- ITEM-5 Town Council approval of Septic Tank Exception Application No. 20230906, Parcel ID No. 17-3N-24-2020-0018-0020, Property Owner, Joshua Haley
Richie Rowe - Public Works Director

Motion to approve with setback measurement conditions.

Motion made by Council Pro Tem Pickett, Seconded by Councilman Wollitz.
Voting Yea: Council President Sims, Council Pro Tem Pickett, Councilman Wollitz, Councilman Hunter, Councilman Michaels

- ITEM-6 Town Council to set a Workshop for Monday, September 25, 2023, at 6:00 p.m. to discuss the Town's Infrastructure needs and Mobility Fees.
Lisa Purvis, MMC – Town Clerk

Motion to set the Workshop at 6:10 p.m. verses 6:00 p.m.

Motion made by Councilman Wollitz, Seconded by Councilman Michaels.
Voting Yea: Council President Sims, Council Pro Tem Pickett, Councilman Wollitz, Councilman Hunter, Councilman Michaels

- ITEM-7 Town Council to set a final Budget Workshop for Monday, October 2, 2023, at 6:00 p.m. to discuss Employee Evaluations and the Town of Hilliard Five Year Capital Improvement Plan.
Lisa Purvis, MMC – Town Clerk

Motion to set the Workshop for 6:10 p.m. verses 6:10 p.m.

Motion made by Councilman Michaels, Seconded by Council President Sims.
Voting Yea: Council President Sims, Council Pro Tem Pickett, Councilman Wollitz, Councilman Hunter, Councilman Michaels

- ITEM-8 Town Council to set a Workshop for Monday, September 25, 2023, or October 2, 2023, at 6:00 p.m. to discuss the Duties and Responsibilities and the Process for Hiring a New Public Works Director for the Town of Hilliard.
Lisa Purvis, MMC – Town Clerk

Motion to add to the Workshop on Monday, September 25, 2023, at 6:10 p.m.

Motion made by Council President Sims, Seconded by Council Pro Tem Pickett.
Voting Yea: Council President Sims, Council Pro Tem Pickett, Councilman Wollitz, Councilman Hunter, Councilman Michaels

- ITEM-9 Town Council approval of the Minutes for the August 29, 2023, Special Meeting and the September 7, 2023, Public Hearings & Regular Meeting.
Lisa Purvis, MMC - Town Clerk

Motion made by Councilman Wollitz, Seconded by Council Pro Tem Pickett.
Voting Yea: Council President Sims, Council Pro Tem Pickett, Councilman Wollitz, Councilman Hunter, Councilman Michaels

- ITEM-10 Town Council approval of Hubbard Electrical Contracting, LLC, Payable through September 21, 2023, Project Name: Town Hall Park Pavilion Electric Lighting in the amount of \$5,500.00.
CAPITAL FUNDED PROJECT LUMP SUM CONTRACT AMOUNT \$5,500.00.

Motion made by Council President Sims, Seconded by Councilman Wollitz.
Voting Yea: Council President Sims, Council Pro Tem Pickett, Councilman Wollitz, Councilman Hunter, Councilman Michaels

- ITEM-11 Town Council approval of Jordan & Family Construction, LLC. Payable through September 21, 2023, Project Name: Town Hall Park Concrete Walking Path in the amount of \$5,000.00.
CAPITAL FUNDED PROJECT LUMP SUM CONTRACT AMOUNT \$5,000.00.

Motion made by Councilman Wollitz, Seconded by Councilman Hunter.
Voting Yea: Council President Sims, Council Pro Tem Pickett, Councilman Wollitz, Councilman Hunter, Councilman Michaels

ADDITIONAL COMMENTS

PUBLIC

Alzada Harrell, 371064 Oxford Street, Hilliard, states that she would like to know if the North Oxford Street Park will have a concession stand. Town Clerk, Lisa Purvis answer that yes there will be a concession area in built into the back of the old bathhouse building.

MAYOR & TOWN COUNCIL

Mayor & Town Council Members, all congratulate the Town's Attorney Christian Waugh on the birth of his new baby boy.

Mayor Beasley, states that the Town Hall Park is now ready for the upcoming events.

ADMINISTRATIVE STAFF

PRESENT

Town Clerk, Lisa Purvis

Public Works Director, Richie Rowe

Parks & Recreation Director, Gabe Whittenburg

Town Clerk, Lisa Purvis, states that a Hilliard Action Committee (HAC) Meeting has been scheduled for Tuesday, September 26, 2023, at 7:00 p.m.

TOWN ATTORNEY

Town Attorney, Waugh, thanks everyone for the congrats on his new baby boy. States there has been movement on the North Land Acquisitions Project at the Hilliard Airpark.

ADJOURNMENT

The meeting adjourns at 8:14 p.m.

Motion made by Councilman Wollitz, Seconded by Council Pro Tem Pickett.

Voting Yea: Council President Sims, Council Pro Tem Pickett, Councilman Wollitz, Councilman Hunter, Councilman Michaels

Approved this _____ day of _____, _____ by the Hilliard Town Council, Hilliard, Florida.

Kenneth A. Sims, Sr.
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

HILLIARD TOWN COUNCIL MEETING

Hilliard Town Hall / Council Chambers
15859 West County Road 108
Post Office Box 249
Hilliard, FL 32046

TOWN COUNCIL MEMBERS

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John P. Beasley, Council President
Kenny Sims, Council Pro Tem
Lee Pickett, Councilman
Jared Wollitz, Councilman
Callie Kay Bishop, Councilwoman

ADMINISTRATIVE STAFF

Lisa Purvis, Town Clerk
Richie Rowe, Public Works Director
Gabe Whittenburg, Parks & Rec Director

TOWN ATTORNEY

Christian Waugh

MINUTES

FRIDAY, SEPTEMBER 22, 2023, 6:00 PM

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CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor John Beasley
Council President Kenny Sims
Council Pro Tem Lee Pickett
Councilman Jared Wollitz
Councilman Dallis Hunter
Councilman Joe Michaels

MAYOR **To call on members of the audience wishing to address the Council on matters not on the Agenda.**

No public wish to address the Council.

PUBLIC HEARING

- ITEM-1 Ordinance No. 2023-12 - TRIM FY 2023-2024
Setting the Ad Valorem Tax Millage Rate for the Fiscal Year 2023-2024 and advising the Nassau County Property Appraiser of the "Rolled Back Rate" and of the Final Adopted Millage Rate.

Mayor Beasley

Open Public Hearing
Call for Public Comment
Close Public Hearing on Ordinance No. 2023-12

Motion to close the at 6:01 p.m.

Motion made by Council Pro Tem Pickett, Seconded by Council President Sims.
Voting Yea: Council President Sims, Council Pro Tem Pickett, Councilman Wollitz, Councilman Hunter, Councilman Michaels

TOWN COUNCIL ACTION

Town Council to adopt Ordinance No. 2023-12, on Second and Final Reading.

Motion to set the Town of Hilliard's Ad Valorem Tax Millage Rate at 3.0000 mills.

Motion made by Council President Sims, Seconded by Council Pro Tem Pickett.
Voting Yea: Council President Sims, Council Pro Tem Pickett, Councilman Wollitz, Councilman Hunter, Councilman Michaels

- ITEM-2 Ordinance No. 2023-13 - BUDGET FY 2023-2024
Estimating Income, Appropriating Funds and Adopting a Budget for the 2023-2024 Fiscal Year for the Town of Hilliard.

Mayor Beasley

Open Public Hearing
Call for Public Comments
Close Public Hearing on Ordinance No. 2023-13

Motion to close at 6:03 p.m.

Motion to adopt the Town of Hilliard's Budget for the 2023-2024 Fiscal Year.

Motion made by Council Pro Tem Pickett, Seconded by Councilman Michaels.
Voting Yea: Council President Sims, Council Pro Tem Pickett, Councilman Wollitz, Councilman Hunter, Councilman Michaels

TOWN COUNCIL ACTION

Town Council to adopt Ordinance No. 2023-13, on Second and Final Reading.

Motion made by Council Pro Tem Pickett, Seconded by Councilman Michaels.
Voting Yea: Council President Sims, Council Pro Tem Pickett, Councilman Wollitz, Councilman Hunter, Councilman Michaels

ITEM-3 Additions/Deletions to Agenda

No additions to or deletions from the Agenda.

ADDITIONAL COMMENTS

PUBLIC

No public comment.

MAYOR & TOWN COUNCIL

No comments.

ADMINISTRATIVE STAFF

No comments.

TOWN ATTORNEY

Absent

ADJOURNMENT

Motion made to adjourn at 6:07 p.m.

Motion made by Council Pro Tem Pickett, Seconded by Council President Sims.

Voting Yea: Council President Sims, Council Pro Tem Pickett, Councilman Wollitz, Councilman Hunter, Councilman Michaels

Approved this _____ day of _____, _____ by the Hilliard Town Council,
Hilliard, Florida.

Kenneth A. Sims, Sr.
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor