

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

AGENDA

THURSDAY, FEBRUARY 17, 2022, 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

PUBLIC HEARING

ITEM-1

Ordinance No. 2022-01 - Open Public Hearing

An Ordinance relating to public right-of-way; making findings; vacating public right-of-way within the proposed Greenbrier PUD within the Town of Hilliard, Florida; authorizing recording of a certified copy of this Ordinance; providing for severability; and providing for an effective date.

Town Attorney Waugh

Disclosure of Ex Parte Communication

Applicant: Rodgers Towers, P.A. and National Land Partners II, LLC, authorized agents for Hilliard Equity Resources, Property Owner

Call for Public Comment

Close Public Hearing on Ordinance No. 2022-01

REGULAR MEETING - Town Council Action

Town Council Final Reading and adoption of Ordinance 2022-01.

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

REGULAR MEETING

ITEM-2 Additions/Deletions to Agenda

ITEM-3 Town Council approval of Public School Concurrency Proportionate Share Mitigation Agreement between the School District of Nassau County, the Town of Hilliard, and Hilliard Equity's Resources, LLC, for the Greenbrier PUD.
Lisa Purvis, MMC - Town Clerk

ITEM-4 Town Council approval of the Minutes from the February 3, 2022, Regular Meeting.
Lisa Purvis, MMC - Town Clerk

ITEM-5 Town Council approval of Mittauer & Associates, Inc., Payable through January 28, 2022, Project Name: CDBG 20 NR Water Main Replacement in the amount of \$3,830.00.
DEO CDBG GRANT FUNDED PROJECT AND CAPITAL FUNDED PROJECT MATCH LUMP SUM CONTRACT \$105,700.00

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 Statues, 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.

2022 HOLIDAYS

TOWN HALL OFFICES CLOSED

- | | |
|----------------------------------|-----------------------------|
| 1. Martin Luther King, Jr. Day | Monday, January 17, 2022 |
| 2. Memorial Day | Monday, May 30, 2022 |
| 3. Independence Day Monday | Monday, July 4, 2022 |
| 4. Labor Day | Monday, September 5, 2022 |
| 5. Veterans Day | Friday, November 11, 2022 |
| 6. Thanksgiving Day | Thursday, November 24, 2022 |
| 7. Friday after Thanksgiving Day | Friday, November 25, 2022 |
| 8. Christmas Eve | Friday, December 23, 2022 |
| 9. Christmas Day | Monday, December 26, 2022 |
| 10. New Year's Eve | Friday, December 30, 2022 |
| 11. New Year's Day | Monday, January 2, 2023 |

To: Nassau County Record
From: Hannah Martinez, Town of Hilliard
Date: January 21, 2022
Re: Legal Advertisements (Edition 01/26/2022)

Please run the following as a legal advertisement in your legal section in your January 26, 2022, edition. Please send proof of publication and invoice to Town of Hilliard:

PUBLIC HEARING NOTICE

The Hilliard Town Council will hold a Public Hearing on February 17, 2022, at 7:00 p.m., in the Council Chambers in the Hilliard Town Hall, located at 15859 West County Road 108, Hilliard, Florida, to hear input regarding Ordinance No. 2022-01. All interested parties may appear at the meeting and be heard with respect to the proposed Ordinance No. 2022-01.

Action on the matter may be taken following the closing of the Public Hearing at the Hilliard Town Council's regular meeting. A copy of the Ordinance which is proposed for Second Reading and Final Adoption is available by calling (904) 845-3555 or emailing lpurvis@townofhilliard.com during normal business hours 9:00 a.m. to 5:00 p.m., Monday through Friday or at www.townofhilliard.com.

ORDINANCE NO. 2022-01

AN ORDINANCE RELATING TO PUBLIC RIGHT-OF-WAY; MAKING FINDINGS; VACATING PUBLIC RIGHT-OF-WAY WITHIN PROPOSED GREENBRIER PUD WITHIN TOWN OF HILLIARD, FLORIDA; AUTHORIZING RECORDING OF A CERTIFIED COPY OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

PURSUANT TO THE REQUIREMENTS OF F.S. 286.0105, 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.

Persons with disabilities requiring accommodations in order to participate in this proceeding should contact the Town Clerk at (904) 845-3555 at least seventy-two hours in advance to request such accommodations.

Lisa Purvis, MMC
Town Clerk
Town of Hilliard

ORDINANCE NO. 2022-01

AN ORDINANCE RELATING TO PUBLIC RIGHT-OF-WAY; MAKING FINDINGS; VACATING PUBLIC RIGHT-OF-WAY WITHIN PROPOSED GREENBRIER PUD WITHIN TOWN OF HILLIARD, FLORIDA; AUTHORIZING RECORDING OF A CERTIFIED COPY OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council passed Ordinance No. 2021-09 for the rezoning of real property from A-1 classification to PUD in order to facilitate and authorize the Greenbrier Planned Unit Development;

WHEREAS, in order for the Greenbrier Planned Unit Development to proceed, a platted, unopened right-of-way therein must be vacated;

WHEREAS, the Town Council finds that it will further the public health, safety, and welfare of the citizens of the Town of Hilliard for said public right-of-way to be vacated, abandoned, discontinued and closed; and

WHEREAS, the Town Council finds that the citizens of the Town of Hilliard have not used the right-of-way and currently do not use the right-of-way.

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

SECTION 1. The foregoing findings are true and correct and are hereby adopted and made a part hereof.

SECTION 2. The Town Council hereby discontinues, abandons, closes, vacates, and cancels that certain existing public right-of-way as more specifically and graphically described in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3. The Town Clerk is authorized and directed to forward a certified copy of this Ordinance to the Clerk of the Court for recordation.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction such portion shall not affect the validity of the remaining portion of this Ordinance.

SECTION 6. This ordinance shall become effective upon its passage.

ADOPTED this _____ day of _____, 2022, by the Hilliard
Town Council.

John P. Beasley
Council President

ATTEST:

Lisa Purvis
Town Clerk

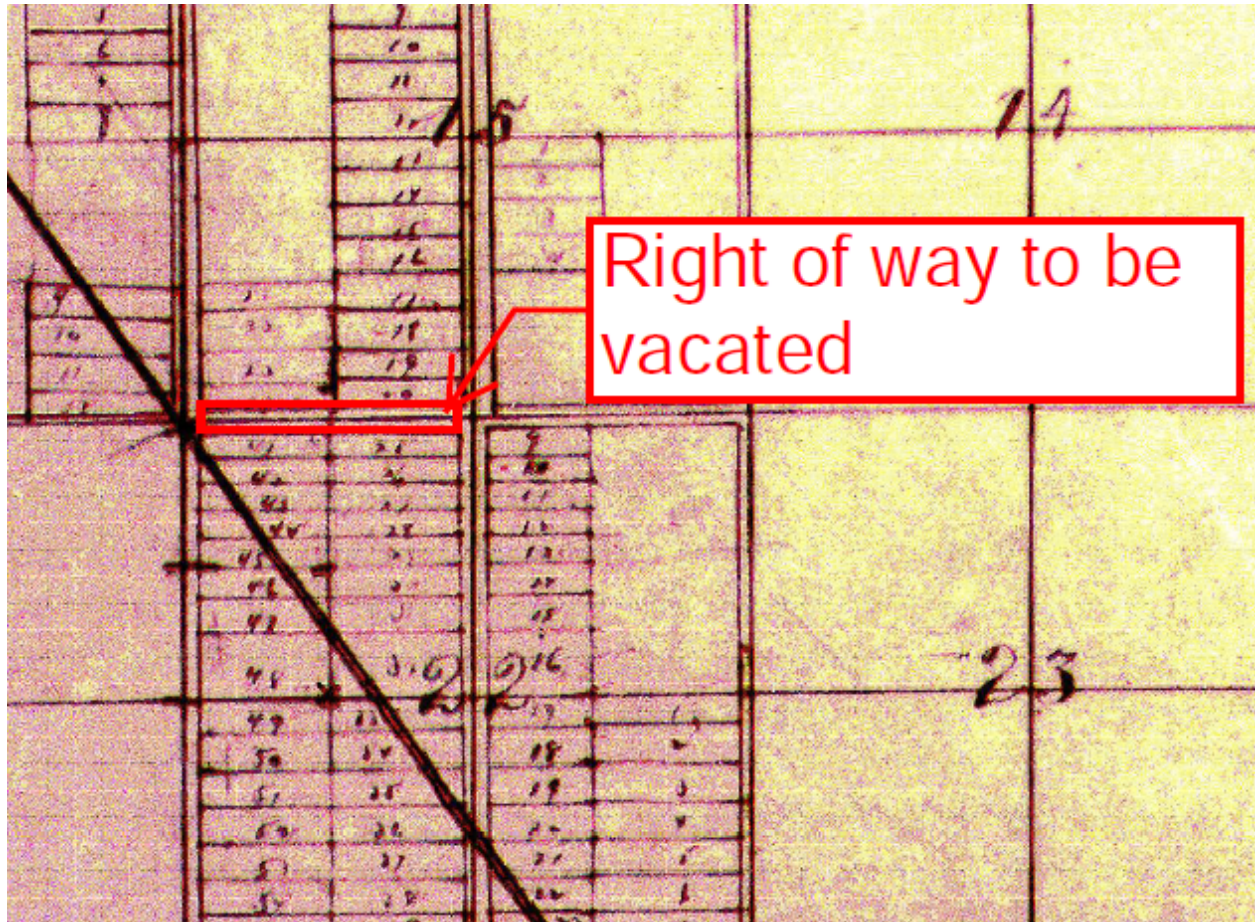
APPROVED:

Floyd L. Vanzant
Mayor

Town Council First Reading:	January 20, 2022
Town Council Publication:	January 26, 2022
Town Council Public Hearing:	February 17, 2022
Town Council Final Reading:	February 17, 2022

EXHIBIT A

Variable width right-of-way being within Sections 15 & 22, Township 3 North, Range 24 E adjoining Lots 20, 24, 25, and 41 being within and as shown upon the Plat of Joseph R. Dunns Fruit and Truck Farms, according to the Plat thereof, as recorded in Deed Book B-10, Page 48, of the Public Records of Nassau County, Florida.



After recording return to:

Nassau County School District
Office of the Superintendent
1201 Atlantic Avenue
Fernandina Beach, FL 32034

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

Application Number: 2021SCR0028

Project Name: Greenbrier PUD

PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT

THIS PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT ("Agreement"), is entered into by and between THE SCHOOL DISTRICT OF NASSAU COUNTY, a body corporate and political subdivision of the State of Florida, hereinafter referred to as "School District;" the TOWN OF HILLIARD, Florida, a municipal corporation within the State of Florida, hereinafter referred to as "Town;" and HILLIARD EQUITY RESOURCES, LLC, a limited liability company of the State of Florida, whose address is 8691 Commonwealth Avenue, Jacksonville, FL 32220, hereinafter referred to as "Applicant," together referred to as the "Parties."

RECITALS:

WHEREAS, in order to implement a system of school concurrency as provided in the Public School Facilities Element of the Town of Hilliard Comprehensive Plan (the "Public School Facilities Element"), the School District, Nassau County, and the municipalities within Nassau County have entered into that certain "Amended Interlocal Agreement For Public School Facility Planning," dated as of August 2008 (the "Interlocal Agreement"); and

WHEREAS, the Town and the School District have adopted and implemented a public school concurrency management system to assure the future availability of public school facilities to serve new development consistent with level of service standards ("Level of Service" and "Level of Service Standards") required in the current Interlocal Agreement and the Public School Facilities Element; and

WHEREAS, pursuant to Section 10 of the Interlocal Agreement, the Public School Facilities Element, and Section 163.3180, Florida Statutes, an Applicant submitting a development permit application for residential development requiring rezoning, a subdivision plat approval, site plan approval, or the functional equivalent that will generate additional students in a concurrency service area, as established in the Public School Facilities Element, in which there is insufficient capacity to accommodate the anticipated additional students must enter into a proportionate share mitigation agreement and provide proportionate share mitigation to ensure that the minimum level

of service standards are maintained as specified in the Interlocal Agreement, the Public School Facilities Element, and Florida Statutes; and

WHEREAS, applicants must submit a development permit application to the Town along with a School Impact Analysis that identifies the proposed location of the residential development, the number of dwelling units that will be created, a phasing schedule (if applicable), and age restrictions for occupancy (if any) as well as all other information required pursuant to the Interlocal Agreement and Public School Facilities Element; and

WHEREAS, Applicant is the fee simple owner of that certain tract of land (Parcel Number(s) 15-3N-24-2320-0019-0000, 15-3N-24-2320-0020-0000, 15-3N-24-2320-0021-0000, 22-3N-24-2320-0025-0000, and 22-3N-24-2320-0041-0000, consisting of 161.25 ± acres and located in the Hilliard Concurrency Service Area specified in the Public School Facilities Element, which property is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "Property"), which such Property location is further illustrated by a map attached hereto as Exhibit "B", and incorporated herein by reference; and

WHEREAS, the Applicant has submitted a development permit application and School Impact Analysis to the Town in connection with a proposal to rezone the Property to planned unit development ("PUD") in order to develop a maximum of three hundred fifty (350) new single-family residential dwelling units on the Property (the "Development Permit Application"), which such Development Permit Application and School Impact Analysis have been forwarded to the School District; and

WHEREAS, the School District has reviewed and evaluated the Applicant's Development Permit Application and School Impact Analysis as required by the Interlocal Agreement; and

WHEREAS, the School District has determined that at the time of this Agreement, based on the current adopted Level of Service Standards, adequate middle school and high school capacity is available within the applicable Concurrency Service Area and any contiguous Concurrency Service Areas to accommodate the middle and high school students the Development Permit Application is anticipated to generate for the proposed dwelling units; and

WHEREAS, the School District has determined that based on the current adopted Level of Service Standards, there is insufficient elementary school capacity within the applicable Concurrency Service Area and any contiguous Concurrency Service Areas, including any anticipated new school capacity that will be available in the first three (3) years of the current School District Educational Facilities Plan, to accommodate the anticipated number of elementary school students that the Development Permit Application will generate and that available school capacity will not be in place or under actual construction within three (3) years after the approval of the Development Permit Application; and

WHEREAS, approving the Development Permit Application without requiring Proportionate Share Mitigation for the impacts of the proposed new dwelling units will result in a failure of the adopted Level of Service Standards; and

WHEREAS, the Applicant has agreed to enter into this Agreement with the School District and Town to provide Proportionate Share Mitigation proportionate to the demand for Public School Facilities to be created by the Development Permit Application, as more particularly set forth herein; and

WHEREAS, the Parties agree that public school concurrency shall be satisfied by the Applicant's execution and full performance of this legally binding Agreement to provide mitigation proportionate to the demand for public school facilities to be created by the residential dwelling units proposed in the Development Permit Application ("Proportionate Share Mitigation").

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

SECTION 2. DEFINITION OF MATERIAL TERMS. Any capitalized terms used herein but not defined shall have the meaning attributed to such term in the Interlocal Agreement, as the context may require.

SECTION 3. LEGALLY BINDING COMMITMENT.

(A) This Agreement constitutes a legally binding commitment by the Applicant to mitigate for the impacts of the new residential dwelling units for which the Applicant is seeking approval pursuant to the Development Permit Application and satisfies the requirements of the Interlocal Agreement and Public School Facilities Element.

(B) The Parties agree that this Agreement satisfies the requirements of Section 163.3180(6)(h), Florida Statutes, as a legally binding commitment to provide mitigation proportionate to the demand for public school facilities to be created by the residential development proposed in the Development Permit Application.

SECTION 4. PROPORTIONATE SHARE MITIGATION. The Applicant shall provide the following Proportionate Share Mitigation in order to meet the demand for school capacity created by the proposed residential development, and to provide for capacity for 9.787 elementary school students, as follows, in accordance with Section 10.6 of the Interlocal Agreement and the Public School Facilities Element:

(A) The payment of a total amount of THREE HUNDRED THIRTY-ONE THOUSAND, NINE HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$331,965.00) for the Development Permit Application, which equates to NINE HUNDRED FORTY-EIGHT AND 47/100 DOLLARS (\$948.47) per dwelling unit as an appropriate proportionate share payment to enable the School District to maintain the Level of Service Standard for school capacity in the affected Concurrency Service Area or Concurrency Service Areas.

(B) This proportionate share payment shall be made within eighteen (18) months of the Effective Date of this Agreement or at the time of approval by the Town of the final engineering plans for the PUD or any residential phase of the PUD, whichever occurs first. This payment shall be a condition precedent to the approval by the Town of the final engineering plans for the Project and shall be made directly to the School District.

(C) In the event the PUD is permitted by the Town for less than the 350 dwelling units requested in the Development Permit Application then the Proportionate Share Mitigation payment set forth in paragraph 4(A) shall be reduced by NINE HUNDRED FORTY-EIGHT AND 47/100 DOLLARS (\$948.47) per dwelling unit for the reduced number of dwelling units ultimately included in the approved final engineering plans for the PUD.

SECTION 5. USE OF PROPORTIONATE SHARE MITIGATION. The School District shall direct any and all Proportionate Share Mitigation, provided in Section 4 above, to a school capacity project identified in the financially feasible five (5) year district work plan of the School District Educational Facilities Plan which mitigates the impacts from the proposed residential development in the Development Permit Application. If such a school capacity project does not exist in the School District Educational Facilities Plan, the School District may, in its sole discretion, add a school capacity project to mitigate the impacts from the proposed residential development, as provided in Section 10.6 of the Interlocal Agreement.

SECTION 6. CONCURRENCY RESERVATION.

(A) Upon final execution of this Agreement by all Parties hereto, the School District shall issue a School Concurrency Reservation Letter documenting that capacity will be available for the proposed residential development in the Development Permit Application. The Town shall be entitled to rely on the School Concurrency Reservation Letter in its review and issuance of a Certificate of Concurrency for the proposed development; provided that nothing herein shall require the Town to issue a Certificate of Concurrency for the Development Permit Application if the Applicant has otherwise failed to satisfy the requirements of the Town's land development regulations.

(B) The duration and effect of any Certificate of Concurrency relating to the development provided in the Development Permit Application shall be in accordance with the Interlocal Agreement and Public School Facilities Element; however, in no event shall this School Concurrency Reservation Letter, a Certificate of Concurrency, or any capacity reservation based on the same, continue to be effective if the Applicant fails to perform its obligations under this Agreement.

SECTION 7. IMPACT FEE CREDIT.

(A) Any Proportionate Share Mitigation paid pursuant to this Agreement shall be credited on a dollar-for-dollar basis at fair market value toward any Educational System Impact Fees due for the same residential development included in the Development Permit Application, as provided in Section 10.7 of the Interlocal Agreement or as provided in Section 163.31801, Florida Statutes, as it is in effect of the Effective Date of this Agreement.

(B) The fair market value of the Proportionate Share Mitigation is expected to be THREE HUNDRED THIRTY-ONE THOUSAND, NINE HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$331,965.00), but is subject to adjustment in accordance with Section 4(C) above. The School District shall notify the County of the amount of the above-described Proportionate Share Mitigation, and shall request Educational System Impact Fees credits in such amount on behalf of the Applicant upon receipt of the Proportionate Share Mitigation.

(C) An entity that later applies for a building permit for any of the dwelling units included in the Development Permit Application shall obtain an assignment of all or a portion of the above mentioned Educational System Impact Fee credits from the Applicant and submit such assignment to the School District and Town at the time the Educational Impact Fee is due in order to drawdown from the Educational System Impact Fee credits provided herein, for so long as the Applicant has any remaining Educational System Impact Fee credits. The Parties agree that all the requirements, including those in the Nassau County Comprehensive Impact Fee Ordinance, for the Applicant to receive the Educational System Impact Fee credits set forth herein for the Development Permit Application have been satisfied.

(D) Nothing in this Agreement shall be deemed to require the County to continue to levy or collect Educational System Impact Fees or, if levied, to maintain them at any certain level.

SECTION 8. NO GUARANTEE OF LAND USE. Nothing in this Agreement shall require Town to approve the Development Permit Application.

SECTION 9. TERMINATION. This Agreement shall terminate and Applicant shall forfeit any administrative application fees paid under the following circumstances, unless the Town and the School District agree to an extension of the Certificate of Concurrency provided to the Applicant:

(A) The Town does not approve the Development Permit Application within one hundred eighty (180) days of the Effective Date of this Agreement. In such event, all Proportionate Share Mitigation paid by the Applicant shall be refunded to the Applicant.

(B) The Certificate of Concurrency expires in accordance with Section 9.9 of the Interlocal Agreement. In such case, this Agreement shall be terminated and any encumbered capacity shall become unencumbered. The Applicant will not be entitled to a refund of Proportionate Share Mitigation paid under this Agreement, but the value of the Proportionate Share Mitigation received shall be held as a credit toward any future Proportionate Share Mitigation that may be required for future residential development on the same property.

SECTION 10. COVENANTS RUNNING WITH THE LAND. This Agreement shall be binding, and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

SECTION 11. NOTICES. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand

delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

School Board: Nassau County School District
Office of the Superintendent
1201 Atlantic Avenue
Fernandina Beach, FL 32034

Owner/Applicant: Hilliard Equity Resources LLC
8691 Commonwealth Avenue
Jacksonville, FL 32220

With a Copy To: Brian Patten
National Land Partners II, LLC
665 Simonds Road
Williamstown, MA 01267

With a Copy To: Rogers Towers, P.A.
Attn: Jon C. Lasserre, Esq.
960185 Gateway Boulevard
Suite 203
Amelia Island, FL 32034

Town: Town of Hilliard
Attn: Land Use Administrator
15859 West CR 108
Hilliard, FL 32046

SECTION 12. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

SECTION 13. DEFAULT. If any party to this Agreement materially defaults under the terms hereof, then a non-defaulting party shall give the defaulting party thirty (30) days' notice and a right to cure such breach. Should the Applicant of the property described herein fail to timely cure a default in meeting their obligations set forth herein, the School Concurrency Reservation Letter and Certificate of Concurrency, issued based upon payment and/or performance hereunder, shall be voided and the Applicant and the property described herein shall lose their right to concurrency under this Agreement and their right to Educational System Impact Fee credits under this Agreement. Further, in the case of such default, any development upon that property dependent upon such certificate will be stopped, until and unless the Agreement is reinstated or the default is cured or capacity becomes available and is granted through an appropriate application. Should Town or School District fail to timely cure a default in meeting their

obligations set forth herein, Applicant may seek any and all remedies available to it in law or equity.

SECTION 14. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

SECTION 15. EXHIBITS. All Exhibits attached hereto are a part of this Agreement and are fully incorporated herein by this reference.

SECTION 16. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be binding upon the parties hereto unless in writing and executed by all the Parties to this Agreement.

SECTION 17. ASSIGNMENT, TRANSFER OF RIGHTS. The Applicant may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property; provided, however, that any such assignment shall be in writing and shall require the prior written consent of all of the Parties hereto. Such consent may be conditioned upon the receipt by the other parties hereto of the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Applicant's obligations with regard to Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the Parties with a copy of the written assignment within ten (10) days of the date of execution of same.

SECTION 18. SURETY. The Applicant shall post a surety bond or letter of credit in the amount of THREE HUNDRED THIRTY-ONE THOUSAND, NINE HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$331,965.00) as security for provision of the required Proportionate Share Mitigation established herein, which shall be posted within eighteen (18) months of the Effective Date of this Agreement or at the time of approval by the Town of the final engineering plans for the PUD or any residential phase of the PUD, whichever occurs first. The bond or letter of credit shall be a condition precedent to the approval by the Town of the final engineering plans for the Project. The bond or letter of credit shall remain in effect until payment in full of all required Proportionate Share Mitigation monetary contributions as provided in Section 4 of this Agreement. All bonds shall be obtained from a surety that is duly licensed or authorized to issue bonds for the limits and coverages so required.

SECTION 19. COUNTERPARTS. This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

SECTION 20. RECORDING OF THIS AGREEMENT. The School District agrees to record this Agreement, at Applicant's expense, within fourteen (14) days after the Effective Date, in the Public Records of Nassau County, Florida.

SECTION 21. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement among the Parties with respect to the subject matter addressed herein, and it supersedes

all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

SECTION 22. SEVERABILITY. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

SECTION 23. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Town of Hilliard Code and venue for any action to enforce the provisions of this Agreement shall be in the Fourth Judicial Circuit Court in and for Nassau County, Florida.

SECTION 24. ATTORNEY'S FEES. In the event any party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against any other party hereto arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney fees.

SECTION 25. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last one of the parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures (the "Effective Date").

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below each signature:

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHOOL DISTRICT

(corporate seal)

THE SCHOOL DISTRICT OF NASSAU
COUNTY, FLORIDA

WITNESSES

By: _____

_____, Chair

_____ day of _____, 2022.

ATTEST:

Approved as to Form:

_____, Superintendent of
Schools

_____, School District Attorney

_____ day of _____, 2022.

Signed, witnessed, executed and acknowledged on this 12th day of JAN, 2022.

APPLICANT

HILLIARD EQUITY RESOURCES, LLC

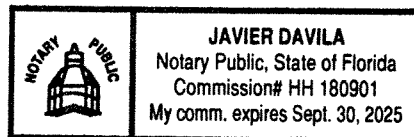
WITNESSES:

Cathy R. Gooding
 Printed name Cathy R. Gooding
JAY DAVILA
 Printed name JAY DAVILA

By: [Signature]
 Title: Wyllie B. Hodges, Manager
Wyllie B. Hodges

STATE OF FLORIDA)
) SS:
 COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of January, 20 22, by Wyllie B. Hodges, as Manager on behalf of Hilliard Equity Resources, LLC, who is personally known to me or who has produced _____ as identification.



(Notary Stamp)

[Signature]
 Notary Public
 Printed Name: JAVIER DAVILA
 License No: HH 180901
 Expiration Date: 9/30/25

TOWN

TOWN OF HILLIARD, FLORIDA

WITNESSES

By: _____

_____, Chair

_____ day of _____, 202__.

ATTEST:

Approved as to Form:

_____,
Clerk

_____, _____ Attorney

_____ day of _____, 202__.

Exhibit A – Legal Description

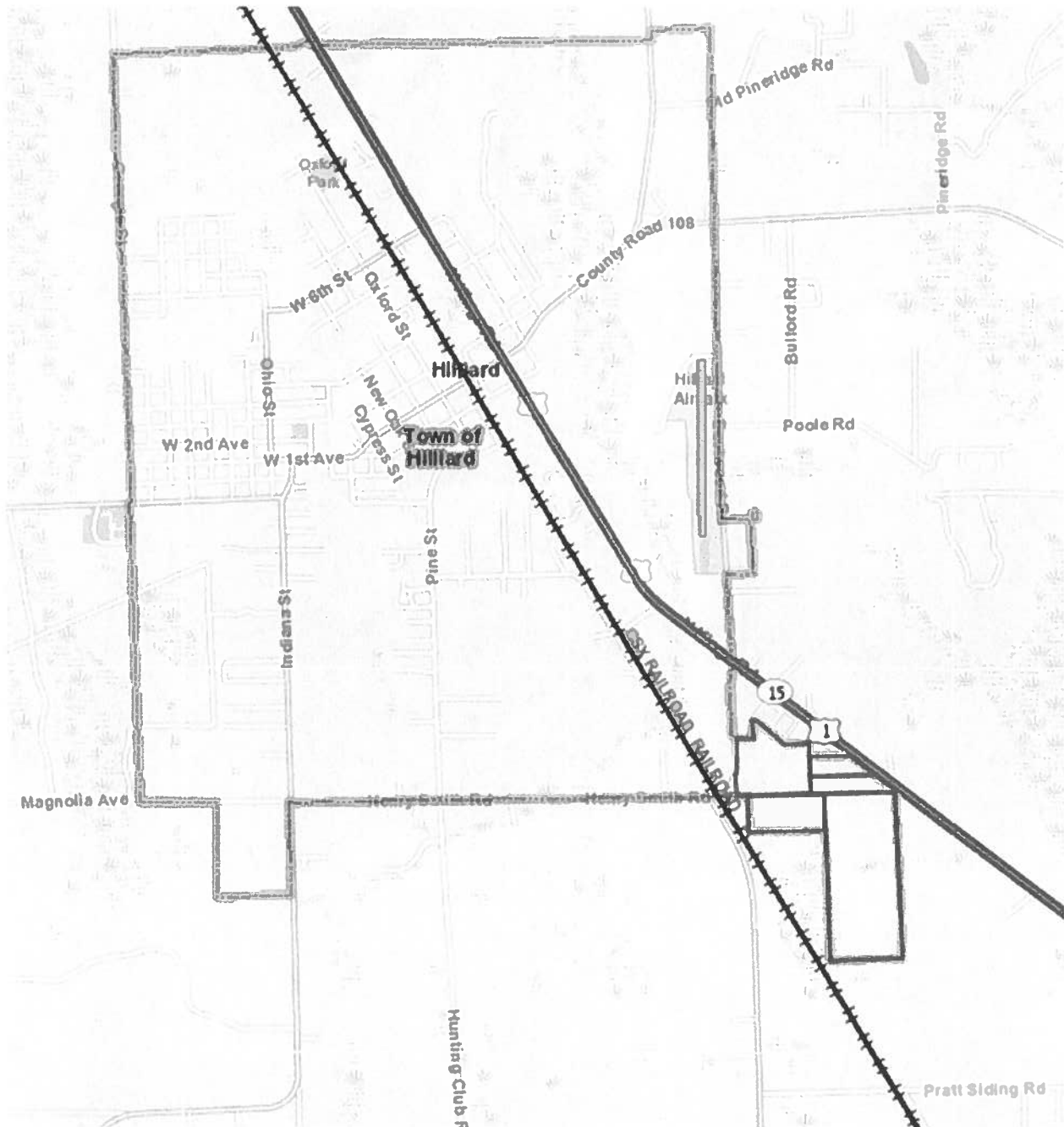
LEGAL DESCRIPTION

A PART OF SECTION 15 AND 22, TOWNSHIP 3 NORTH, RANGE 24 EAST, ALSO BEING A PART OF LOTS 19 THROUGH 33 AND LOT 41 AND 42, OF THE PLAT OF JOSEPH R. DUNNS FRUIT AND TRUCK FARMS, DEED BOOK B-10, PAGE 48, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF THOSE LANDS, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1499, PAGE 1567, OF SAID PUBLIC RECORDS SAID POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF HENRY SMITH ROAD (AN 80.00 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH $87^{\circ}39'23''$ EAST, ALONG THE NORTHERLY LINE OF SAID LANDS AND ALONG THE NORTHERLY LINE OF SAID LOT 21, A DISTANCE OF 290.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHERLY LINE OF LOT 21, NORTH $87^{\circ}39'23''$ EAST, A DISTANCE OF 85.71 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF A 33.00 FOOT WIDE AT&T EASEMENT, AS RECORDED IN DEED BOOK 161, PAGE 141, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH $46^{\circ}44'38''$ EAST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 204.23 FEET TO AN ANGLE POINT IN SAID EASEMENT LINE; THENCE SOUTH $51^{\circ}40'39''$ EAST CONTINUING ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 443.23 FEET; THENCE NORTH $87^{\circ}37'19''$ EAST LEAVING SAID NORTHEASTERLY LINE, A DISTANCE OF 448.48 FEET; THENCE SOUTH $01^{\circ}08'07''$ EAST, A DISTANCE OF 240.90 FEET; TO THE NORTHWEST CORNER OF SAID LOT 19; THENCE NORTH $89^{\circ}23'00''$ EAST, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 707.97 FEET TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1, STATE ROAD No. 5 (A 150.00 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH $52^{\circ}21'44''$ EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1003.50 FEET; THENCE SOUTH $00^{\circ}48'01''$ EAST, LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG THE EASTERLY LINE OF A PORTION OF LOT 20 AND THE EASTERLY LINE OF SAID LOTS 25 THROUGH 33, A DISTANCE OF 3027.16 FEET; THENCE SOUTH $89^{\circ}07'00''$ WEST ALONG THE SOUTHERLY LINE OF SAID LOT 33, A DISTANCE OF 1346.53 FEET; THENCE NORTH $01^{\circ}36'17''$ WEST ALONG THE WESTERLY LINE OF SAID LOTS 33, 32, 31, 30, 29, 28 AND 27, A DISTANCE OF 2310.07 FEET TO THE POINT ON THE SOUTHERLY LINE OF LOT 42; THENCE SOUTH $89^{\circ}06'58''$ WEST ALONG SAID SOUTHERLY LINE OF LOT 42, A DISTANCE OF 1236.89 FEET; THENCE NORTH $01^{\circ}35'16''$ WEST, ALONG THE WEST LINE OF SAID SECTION 22, A DISTANCE OF 660.02 FEET TO A POINT AT THE NORTHEAST CORNER OF SAID SECTION 21; THENCE SOUTH $89^{\circ}37'27''$ WEST ALONG THE SOUTHERLY LINE OF SECTION 15, A DISTANCE OF 194.14 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE NORTH $02^{\circ}09'17''$ WEST ALONG THE WEST LINE OF SAID SECTION 15, A DISTANCE OF 331.25 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HENRY SMITH ROAD (AN 80 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE IN A NORTHEASTERLY DIRECTION ALONG AND AROUND AN ARC OF A CURVE (CONCAVE WESTERLY AND HAVING A RADIUS OF 561.62 FEET) A DISTANCE OF 213.52 FEET, (SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $08^{\circ}14'29''$ EAST, 212.23 FEET) TO A POINT OF TANGENCY;

THENCE NORTH $02^{\circ}01'26''$ WEST CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 510.06 FEET TO A POINT AT THE SOUTHWEST CORNER OF SAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 1499, PAGE 1567, SAID POINT BEING THE CUSP OF A CURVE, THENCE IN A SOUTHEASTERLY DIRECTION ALONG AND AROUND AN ARC OF A CURVE (CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET) A DISTANCE OF 39.24 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $47^{\circ}22'06''$ EAST, 35.34 FEET) TO A POINT OF TANGENCY; THENCE NORTH $87^{\circ}47'15''$ EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 265.90 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH $02^{\circ}08'54''$ WEST ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 300.84 FEET TO THE POINT OF BEGINNING.

Exhibit B – Location Map



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, FEBRUARY 03, 2022, 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

PRESENT

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

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.

REGULAR MEETING

ITEM-1 Additions/Deletions to Agenda

Item-12 Town Council to approve compensation for Parks & Recreation Director Gabe Whittenburg's work on the Classification and Compensation Study.

Motion made by Council President Beasley, Seconded by Councilman Wollitz.
Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

Item-4 Town Attorney Christian Waugh asks the Council to delete this Item from the agenda due to there being an inconsistent procedure for the Preliminary Plat and Final Plat.

Motion made by Council Pro Tem Sims, Seconded by Councilman Wollitz

Motion withdrawn by Council Pro Tem Sims, Second withdrawn by Councilman Wollitz

Following discussion, motion made to make this Item a discussion item instead of an action item.

Motion made by Council Pro Tem Sims, Seconded by Councilman Wollitz.
Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

Item-13 Town Council approval to sell surplus old water meters that were removed during the installation of new meters in the AMI Project.

Richie Rowe - Public Works Director

Motion made by Council President Beasley, Seconded by Councilman Wollitz.
Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

Item-14 Town Council to approve additional Parks & Recreation After School Attendant.

Gabe Whittenburg - Parks & Recreation Director

Motion made by Council President Beasley, Seconded by Councilman Wollitz.
Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

ITEM-2 Town Council to review and accept the Code Enforcement Officers Quarterly Report for October 1, 2021, through December 31, 2021.

Del Miley – Code Enforcement Officer

Motion made by Council President Beasley, Seconded by Councilman Wollitz.
Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

ITEM-3 Town Council to review and accept the Land Use Administrators Quarterly Report for October 1, 2021, through December 31, 2021.

Janis K. Fleet, AICP – Land Use Administrator

Motion made by Council President Beasley, Seconded by Council Pro Tem Sims.
Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

- ITEM-4 Town Council discussion of the Final Plat Application No. 20211202 for the Pine Street Estates Subdivision, Property Owner – Ralph Bennett.
Janis K. Fleet, AICP – Land Use Administrator

Following a lengthy discussion regarding the Subdivision Code, Public Works Director Richie Rowe is instructed to mark the Water and Sewer lines for Property Owner Ralph Bennett.

- ITEM-5 Town Council approval for CDBG Water Main Replacement Change Order No. 4 which is an increase in time by 60 days due to delays in generator delivery.
Lisa Purvis, MMC – Town Clerk

Motion made by Council President Beasley, Seconded by Councilman Wollitz. Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

- ITEM-6 Town Council approval of the Minutes from the January 18, 2022, Joint Workshop, the January 20, 2022, Regular Meeting, the January 24, 2022, Workshop at 6:00 p.m., and the January 24, 2022, Workshop at 7:00 p.m.
Lisa Purvis, MMC - Town Clerk

Motion made by Council President Beasley, Seconded by Councilman Pickett. Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

- ITEM-7 Town Council approval of AEC Electrical Contractors Inc., Payable for Pay Request No. 4 through January 31, 2022, Project Name: Security & Lighting at the Hilliard Airpark in the amount of \$19,950.00.
**FDOT PTGA 100% GRANT FUNDED PROJECT LUMP SUM CONTRACT
\$165,000.00**

Motion made by Council Pro Tem Sims, Seconded by Council President Beasley. Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

- ITEM-8 Town Council approval of AECOM, Payable through January 7, 2022, Project Name: New Box Hangar & Hangar Repair at the Hilliard Airpark in the amount of \$2,947.00.
**FDOT PTGA 100% GRANT FUNDED PROJECT LUMP SUM CONTRACT
\$58,940.00**

Motion made by Councilman Pickett, Seconded by Council Pro Tem Sims. Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

- ITEM-9 Town Council approval of AECOM, Payable through January 7, 2022, Project Name: Security Improvements at the Hilliard Airpark in the amount of \$2,568.50.
**FDOT PTGA 100% GRANT FUNDED PROJECT LUMP SUM CONTRACT
\$51,370.00**

Motion made by Council President Beasley, Seconded by Councilwoman Bishop.
Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

- ITEM-10 Town Council approval of McInnis Services, LLC dba LMC Steel, Payable for Pay Request No.6 through January 31, 2022, Project Name: New Box Hangar, Hangar Repair & New Equipment Storage Building at the Hilliard Airpark in the amount of \$47,638.40.

**FDOT PTGA 100% GRANT FUNDED PROJECT LUMP SUM CONTRACT
\$544,157.00**

Motion made by Councilman Wollitz, Seconded by Council President Beasley.
Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

- ITEM-11 Town Council Review and Discussion of Classification and Compensation Study for the Town of Hilliard Draft Salary Study Analysis.
Gabe Whittenburg - Parks & Recreation Director

Parks & Recreation Director Gabe Whittenburg speaks and recommends page 5 instead of page 6 of the Classification and Compensation Study Draft Salary Analysis that was provided following the January 24, 2022, Workshop.

Motion made to approve the salaries on page 5 of the study, with one exception to make Parks & Recreation Director Gabe Whittenburg's salary grade 7 step 1, and to retro pay all employee increases to October 1, 2021.

Motion made by Council Pro Tem Sims, Seconded by Council President Beasley.
Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

ADDED ITEMS

- ITEM-12 Town Council to approve compensation in the amount of 40 hours for Parks & Recreation Director Gabe Whittenburg's work on the Classification and Compensation Study.

Motion made by Council President Beasley, Seconded by Councilman Pickett.
Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

- ITEM-13 Town Council approval to sell surplus to Southern Surplus at \$4.00 per meter, cash as is, including pick up of the old water meters that were removed during the installation of new meters in the AMI Project.

Richie Rowe - Public Works Director

Motion made by Councilman Wollitz, Seconded by Council Pro Tem Sims.
Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

ITEM-14 Town Council to approve hiring an additional Parks & Recreation Part Time After School Attendant.

Gabe Whittenburg - Parks & Recreation Director

Motion made by Council Pro Tem Sims, Seconded by Councilman Pickett.
Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

ADDITIONAL COMMENTS

PUBLIC

No public comment.

MAYOR & TOWN COUNCIL

Mayor Vanzant reads the upcoming meeting dates

February Meetings:

Thursday, 02-17-2022 @7PM Public Hearing & Regular Meeting

March Meetings:

Thursday, 03-03-2022 @7PM Regular Meeting

Thursday, 03-17-2022 @7PM Regular Meeting

Council President Beasley asks Parks & Recreation Director Gabe Whittenburg about Basketball.

A Hilliard Action Committee meeting is set for February 28, 2022, at 7:00 p.m.

Councilman Pickett thanks Parks & Recreation Director Gabe Whittenburg for all his hard work.

ADMINISTRATIVE STAFF

PRESENT

Town Clerk, Lisa Purvis

Public Works Director, Ritchie Rowe

Parks & Recreation Director, Gabe Whittenburg

TOWN ATTORNEY

Town Attorney Christian Waugh states he will not be present at the February 17, 2022, Public Hearing & Regular Meeting. He advises the Greenbrier PUD Public Hearing and Final Reading of the Right of Way Vacating Ordinance, and the Nassau County School Board Proportionate Share Agreement will be on that agenda and states that he will review and advise the Council via email prior to the meeting if he has any concerns.

ADJOURNMENT

Motion to adjourn at 8:21 p.m.

Motion made by Council President Beasley, Seconded by Council Pro Tem Sims.
Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

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

John P. Beasley
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

Floyd L. Vanzant

MITTAUER &
ASSOCIATES, INC.
580-1 WELLS ROAD
ORANGE PARK, FL 32073
904-278-0030



Invoice 22050

ITEM-5

BILL TO

Town of Hilliard
P.O. Box 249
Hilliard, FL 32046
Attn: Lisa Purvis

DATE
02/01/2022

PLEASE PAY
\$3,830.00

DUE DATE
02/21/2022

M&A PROJECT NO.

9610-52-1

DESCRIPTION

AMOUNT

CDBG 20 NR WATER MAIN REPLACEMENT
CDBG CONTRACT NO. 20DB-OO-04-55-02-N08
TOWN OF HILLIARD, FLORIDA

Engineering services concerning the CDBG 20 NR Water Main Replacement project for the Town of Hilliard including progress toward construction administration and resident project representative services during the period January 1, 2022 through January 28, 2022.

LUMP SUM CONTRACT AMOUNT: \$105,700.00

- Item A. Preliminary Engineering, \$3,100 (100% complete)
- Item B. Basic Engineering, \$39,300 (100% complete)
- Item C. Construction Administration, \$10,000 (90% complete)
- Item D. Resident Project Representative Services, \$28,300 (90% complete)
- Item D. Additional Engineering Services, \$25,000 (92% complete)
(Topographic Surveying, \$20,000 | Permit Applications, \$3,000 | Record Drawings, \$2,000)

AMOUNT PREVIOUSLY INVOICED: \$96,040.00

Amount Earned This Period

3,830.00

Thank you for your business.

TOTAL DUE

\$3,830.00

THANK YOU.