

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, SEPTEMBER 02, 2021, 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 to decide if they are interested in purchasing 37059 Pecan Street property consisting of 3,780SF multipurpose venue with adjacent three parcels, being offered by owners Gerald & Daphne Guynn.

Lisa Purvis, MMC – Town Clerk

ITEM-3 Town Council approval to authorize Mayor Floyd L. Vanzant to sign the American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement.

Lisa Purvis, MMC – Town Clerk

ITEM-4 Resolution No. 2021-22

A Resolution of The Town Council of the Town of Hilliard, Florida, a Municipal Corporation amending Resolution No. 2020-10, changing the Schedule of Fees

for Streets, Sidewalks and Other Public Places; and providing for an effective date.

Town Attorney Waugh

Town Council to adopt Resolution No. 2021-22 amending the Schedule of Fees by increasing the cost of culverts installed by the Town and by the Town and Owner based on increased cost to the Town of Hilliard.

Town Clerk - Lisa Purvis, MMC

ITEM-5

Resolution No. 2021-23

A Resolution of The Town Council of the Town of Hilliard, Florida, a Municipal Corporation amending Resolution No. 2020-08, amending Water and Sewer Usage Rates; for the Town of Hilliard; and providing for an effective date.

Town Attorney Waugh

Town Council to adopt Resolution No. 2021-23 amending Water and Sewer Usage Rates increasing rates 1.08% based on the Municipal Cost Index ("MCI") published by the American City & County Magazine as stated in the Town Code Chapter 58 Utilities Sec. 58-86 Annual rate increases tied to inflation.

Town Clerk - Lisa Purvis, MMC

ITEM-6

Town Council approval of AECOM Payable thru July 30, 2021, Project Name: Replace RW 18-36 Edge Lighting, Signs, REILS, Wind Code, and PAPIs at the Hilliard Airpark in the amount of \$2,853.30.

FAA 100% FUNDED PROJECT LUMP SUM CONTRACT AMOUNT \$86,388.00

ITEM-7

Town Council approval of CPE Coastal Pump & Equipment, Inc. Payable for the Main Lift Station Pump approved at the August 5, 2021, Council Meeting in the amount of \$5,484.74.

CAPITAL FUNDED PURCHASE TOTAL \$5,702.55

ITEM-8

Town Council approval of Smart Quality Lawn Care Payable No. 6 thru August 25, 2021, Project Name: Mowing of Town Right of Ways in the amount of \$5,500.00.

MAINTENANCE FUNDED PROJECT LUMP SUM CONTRACT \$66,000.00

ITEM-9

Town Council approval of the Minutes from the August 19, 2021, Public Hearing & Regular Meeting.

Town Clerk - Lisa Purvis, MMC

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.

2021 HOLIDAYS

TOWN HALL OFFICES CLOSED

1. Martin Luther King, Jr. Day	Monday, January 18, 2021
2. Memorial Day	Monday, May 31, 2021
3. Independence Day Monday	Monday, July 5, 2021
4. Labor Day	Monday, September 6, 2021
5. Veterans Day	Thursday, November 11, 2021
6. Thanksgiving Day	Thursday, November 25, 2021
7. Friday after Thanksgiving Day	Friday, November 26, 2021
8. Christmas Eve	Thursday, December 23, 2021
9. Christmas Day	Friday, December 24, 2021
10. New Year's Eve	Thursday, December 30, 2021
11. New Year's Day	Friday, December 31, 2021



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: September 2, 2021

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

SUBJECT: Town Council to decide if they are interested in purchasing 37059 Pecan Street property consisting of 3,780SF multipurpose venue with adjacent three parcels, being offered by owners Gerald & Daphne Guynn.

BACKGROUND:

Jennifer Mezera with Exit Real Estate Gallery, 865 Hibernia Road, Suite 109, Fleming Island, Florida, presented before the Town Council a real estate listing for 37059 Pecan Street, Hilliard, Florida priced at \$448,000 at the August 19, 2021, Council Meeting and stated that the owners Gerald & Daphne Guynn are looking to sell their business Boon Dock Junction which is an active venue with bookings into the spring of 2022. They have asked that the Town be given first offer to purchase this property and that the item be placed on the next agenda for further discussion.

FINANCIAL IMPACT:

The purchase price of the property is currently listed at \$448,000.

RECOMMENDATION:

Town Council to review and discuss if this is something that would be an asset for the Town to invest in for the future needs of the Town.



37059 PECAN ST
HILLIARD, FLORIDA 32046
\$448,000

Property Characteristics:

- Bedrooms:
- Bathrooms:
- Square Feet: 3,780

If you have ever dreamed of owning a venue? This is it! This is an active venue with bookings into the spring of 2022. Used as a multi-purpose venue for weddings, parties, and community events. The location is directly in downtown Hilliard, close to adjacent Callahan and Folkston GA. This is an excellent investment property in a growing town. This property comes with 3 adjacent parcels. LISTING INCLUDES: Parcel # 08-3N-24-2381-0001-0000 Parcel # 08-3N-24-2381-0003-0000 Parcel # 08-3N-24-2380-0011-0025 Parcel # 08-3N-24-2380-0011-0023 Call for a private showing.



JENNIFER MEZERA
EXIT REAL ESTATE GALLERY
 865 HIBERNIA RD
 SUITE 109
 FLEMING ISLAND, FL 32003
 904-755-1162
jennifermeszera@propertyinjax.com
<http://JenniferMezera@propertyinjax.com>
 License #: 3367869

Property information is not guaranteed. © 2021 MLS and FBS. Prepared by JENNIFER MEZERA on Thursday, August 19, 2021 11:38 AM. The information on this sheet has been made available by the MLS and may not be the listing of the provider.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: September 2, 2021

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

SUBJECT: Town Council approval to authorize Mayor Floyd L. Vanzant to sign the American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement.

BACKGROUND:

The American Rescue Plan Act of 2021 (ARPA) has appropriated \$19.53 billion to States for distribution to tens of thousands of “non-entitlement units of local government” (NEUs). ARPA directed the Department of Treasury to make payments to the State of Florida for distribution by Florida Division of Emergency Management. The Town of Hilliard is eligible to receive funds and has complied with all requirements to date.

FINANCIAL IMPACT:

The Town of Hilliard is eligible to receive funds totaling \$1,634,285.00 from the State of Florida with 50% being allocated within 30 days of receiving payment from the U.S. Department of the Treasury and the remaining 50% being allocated the following year.

RECOMMENDATION:

For the Town Council to authorize Mayor Vanzant to sign the American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement.

Agreement Number: Y5114
Unique Identifier Code: FL0125

AMERICAN RESCUE PLAN ACT CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT

This Agreement is entered into by and between the State of Florida, Division of Emergency Management (the "Division") and Hilliard, Town of (the "Non-Entitlement Unit" or "Recipient").

RECITALS

- A. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic ("Fiscal Recovery Funds"); and
- B. Following the enactment of ARPA, the U.S. Department of the Treasury ("Treasury" or "Secretary") released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,¹ and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement ("Treasury Guidance"); and
- C. ARPA allocated **\$7,105,927,713.00** for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government; and
- D. The Secretary disbursed **\$5,689,502,590.00** of these funds directly to metropolitan cities and counties; and
- E. A remaining balance of **\$1,416,425,123.00** was reserved for the State of Florida to disburse to non-entitlement units of local government; and
- F. The Division has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA; and
- G. Pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement; and
- H. The Recipient is fully qualified and eligible to receive this funding in accordance with ARPA for the purposes identified therein.

Therefore, in consideration of the mutual promises, terms and conditions contained herein, the Division and the Recipient agree as follows:

- (1) RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.
- (2) TERM. This Agreement shall be effective **upon execution** and shall end on **December 31, 2024**, unless terminated earlier in accordance with the provisions of this Agreement. Upon expiration or termination of this Agreement for any reason, the obligations which by their nature are intended to survive expiration or termination of this Agreement will survive.
- (3) FUNDING. The State of Florida, through the Division, will make a disbursement of each non-entitlement unit of local government's allocation based on the list of non-entitlement units published by Treasury and based upon the State's calculation of the Recipient's proportional share of the total population of all non-entitlement units in the State. The total Fiscal Recovery Funds allocation for Recipient under this Agreement is **\$1,634,285.00**.
- (4) USE OF FISCAL RECOVERY FUNDS
 - a. The State, through the Division, will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make an initial disbursement to the non-entitlement

¹ <https://www.regulations.gov/document/TREAS-DO-2021-0008-0002> | Federal Register, Vol. 86, No. 93, Pg. 26786 ("Federal Register")

unit of local government of 50% of the total amount allocated to the non-entitlement unit.² Not earlier than 12 months from the date upon which the State makes the initial disbursement, the Secretary is expected to release the Second Tranche amount to the State. The State will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make a second disbursement to the non-entitlement unit of local government.

- b. Recipients may use payments for any expenses eligible under ARPA Coronavirus State and Local Fiscal Recovery Funds. Payments are not required to be used as the source of funding of last resort.
- c. ARPA requires that Fiscal Recovery Funds may only be used to cover expenses incurred by the non-entitlement unit of local government by December 31, 2024³, such as:
 - i. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - ii. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the non-entitlement unit of local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - iii. for the provision of government services to the extent of the reduction in revenue of such non-entitlement unit of local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the non-entitlement unit of local government; or
 - iv. to make necessary investments in water, sewer, or broadband infrastructure.
- d. As specified in the Treasury Guidance, Eligible Use of Fiscal Recovery Funds falls under four categories, including (1) Public Health and Economic Impacts, (2) Premium Pay for Essential Workers, (3) Revenue Loss, and (4) Investments in Infrastructure.
 - i. Public Health and Economic Impacts: Examples of eligible uses of Fiscal Recovery Funds under this category include, but are not limited to:
 - 1. COVID-19 Mitigation and Prevention expenses, such as vaccination programs, medical care, testing, personal protective equipment (PPE), and ventilation improvements;⁴
 - 2. Medical expenses, including both current expenses and future medical services for individuals experiencing prolonged symptoms and health complications from COVID-19;⁵
 - 3. Payroll expenses for public safety, public health, health care, human services, and other similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19;⁶
 - 4. Efforts to remedy the economic impact of the COVID-19 public health emergency on households, individuals, businesses, and state, local, and tribal governments;⁷ and
 - 5. Efforts to remedy pre-existing economic disparities which were exacerbated by the COVID-19 public health emergency.⁸
 - ii. Premium Pay: Fiscal Recovery Funds may also be used to provide premium pay to essential workers, per Treasury Guidance's definition of "essential work."⁹ Examples of essential workers include, but are not limited to:
 - 1. Staff at nursing homes, hospitals, and home care settings;
 - 2. Workers at farms, food production facilities, grocery stores, and restaurants;
 - 3. Janitors, truck drivers, transit staff, and warehouse workers
 - 4. Public health and safety staff;
 - 5. Childcare workers, educators, and other school staff; and

² "First Tranche Amount," American Rescue Plan Act of 2021, H.R. s. 601(b)(7) "Timing"

³ <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

⁴ See Federal Register, pg. 26790.

⁵ *Id.*

⁶ *Id.* at. 26791

⁷ *Id.* at 26791-26797

⁸ *Id.*

⁹ *Id.* at 26797

- 6. Social service and human services staff.¹⁰
- iii. Revenue Loss: Recipients may use Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 Public Health Emergency.¹¹
- iv. Investments in Infrastructure: Treasury Guidance specifies that Fiscal Recovery Funds may be used to improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband services.¹²
- e. Additional guidance regarding eligible uses of Fiscal Recovery Funds, as well as impermissible uses (including for pensions or to offset revenue losses from tax reductions) is set forth in Treasury Guidance.

(5) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is subject to the applicable provisions of 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" including the cost principles and restrictions on general provisions for selected items of cost.
 - i. The following 2 CFR policy requirements apply to this assistance listing¹³:
 - Subpart B, General provisions;
 - Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
 - Subpart D, Post Federal; Award Requirements;
 - Subpart E, Cost Principles; and
 - Subpart F, Audit Requirements.
 - ii. The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).
- b. In addition to the foregoing, the Recipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(6) NOTICES

- a. All notices under this Agreement shall be made in writing to the individuals designated in this paragraph. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the new name, title and contact information of the new representative will be promptly provided to the other party, and no modification to this Agreement is required.
- b. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison

¹⁰ *Id.*

¹¹ *Id.* at 26799

¹² *Id.* at 26802

¹³ As defined in 2 C.F.R. § 200.1

with the Recipient. As part of his/her duties, the Program Manager for the Division will monitor and document Recipient performance.

- c. The Division's Program Manager for this Agreement is:

Erin White
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4458
Email: Erin.White@em.myflorida.com

- d. The name and address of the representative responsible for the administration of this Agreement is:

Melissa Shirah
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4455
Email: Melissa.Shirah@em.myflorida.com

- e. The contact information of the representative of the Recipient is:

Authorized Representative:

Title:

Address:

Telephone:

Email:

(7) PAYMENT

- a. In order to obtain funding under this Agreement, the Recipient must file with the Division Program Manager information and documentation, including but not limited to the following:
- Local government name, Entity's Taxpayer Identification Number, DUNS number, and address;
 - Authorized representative name, title, and email;
 - Contact person name, title, phone, and email;
 - Financial institution information (e.g., routing and account number, financial institution name and contact information);
 - Total NEU budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget);
 - Signed Assurances of Compliance with Title VI of the Civil Rights Act of 1964. (Attachment D); and
 - Signed Award Terms and Conditions Agreement (Attachment E).
- b. Payment requests must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

(8) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.
- d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(9) AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 CFR §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).
- b. When conducting an audit of the Recipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 CFR §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement and with Section 603(c) of the Social Security Act, the Recipient will be held liable for reimbursement to the Secretary of all funds used in violation of these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.
- d. The Recipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.
- e. The Recipient must send copies of reporting packages required under this paragraph directly to each of the following:
 - i.

The Division of Emergency Management
 DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii.

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(10) REPORTS

- a. The Recipient must provide the Secretary with periodic reports providing a detailed accounting of the uses of such funds by such non-entitlement unit of local government including such other information as the Secretary may require for administration of the Coronavirus Local Fiscal Recovery Fund. Concurrently, Recipients must provide to the Division a copy of the report given to the Secretary.
- b. Failure by Recipient to submit all required reports and copies may result in the Division's withholding of further payments until all such documents are submitted to the Division and deemed to be satisfactory.
- c. The Recipient must provide additional program updates or information if requested by the Division.

(11) LIABILITY.

Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(12) TERMINATION

- a. The Division may terminate this Agreement immediately for cause upon written notice to Recipient. Cause includes, but is not limited to, misuse of funds, fraud, non-compliance with ARPA, Treasury Guidance, or other applicable rules, laws and regulations, or failure by the Recipient to afford timely public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes.
- b. The Division may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Recipient.
- c. In the event this Agreement is terminated, the Recipient must not incur new obligations for the terminated portion of this Agreement after it has received the notification of termination. The Recipient must cancel as many outstanding obligations as possible. Obligations incurred after receipt of the termination notice will be disallowed. The Recipient will not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, if and to the extent permitted by ARPA and Treasury Guidance, withhold payments to the Recipient for the purpose of set-off until the exact amount due the Division from the Recipient is determined and resolved.

(13) MISCELLANEOUS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions

or any material changes will, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
- c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
- d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
- f. The Recipient must comply with any Statement of Assurances incorporated as Attachment D.
- g. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
- i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- j. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
- k. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
- l. This Agreement may not be modified except by formal written amendment executed by both of the parties.
- m. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 603 of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fiscal Recovery Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
- n. The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.
- o. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
- p. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specific agreement period.

- q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Secretary.
- r. If the purchase of the asset was consistent with the limitations on the eligible use of Fiscal Recovery Funds provided by ARPA and Treasury Guidance, the Recipient may retain the asset. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of Fiscal Recovery Funds provided by ARPA.

(14) LOBBYING PROHIBITION

- a. 2 CFR §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”
- c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- d. The Recipient certifies the following:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities.”
 - iii. The Recipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose.
 - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(15) REQUIRED CONTRACTUAL PROVISIONS

a. EQUAL OPPORTUNITY EMPLOYMENT

- i. In accordance with 41 CFR §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. COPELAND ANTI-KICKBACK ACT

- i. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

“Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.”

- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

c. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

d. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

“Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).”

e. SUSPENSION AND DEBARMENT

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. BYRD ANTI-LOBBYING AMENDMENT

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

“Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient.”

(16) ATTACHMENTS. The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

Exhibit 1	Funding Sources
Attachment A	ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification
Attachment B	Certification Regarding Lobbying
Attachment C	Program Statutes and Regulations
Attachment D	Statement of Assurances
Attachment E	Award Terms and Conditions

(17) LEGAL AUTHORIZATION. The Recipient certifies that its governing body has authorized the Recipient's execution of this Agreement and that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement.

RECIPIENT

Hilliard, Town of

By:

Name and title:

Date:

FEIN : 596018372

DUNS : 962951547

STATE OF FLORIDA**DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: **Kevin Guthrie, Director**

Date: _____

Exhibit 1**Funding Sources**

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT, SUBJECT TO SECTION 215.97, FLORIDA STATUTES, CONSIST OF THE FOLLOWING:

State Project -

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance title: Coronavirus State and Local Fiscal Recovery Funds (CSFRF)

Catalog of Federal Domestic Assistance number: 21.027

Amount of State Funding: \$1,634,285.00

Attachment A

ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification

I, _____, am the Authorized Agent of Hilliard, Town of ("Recipient") and I certify that:

1. I have the authority on behalf of the Recipient to request fund payments from the State of Florida ("State") for federal funds appropriated pursuant to section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, Title VI (March 11, 2021).
2. I have submitted to the State the Recipient's Total Budget in effect as of January 27, 2020, as defined by the United States Department of the Treasury, the annual operating budget including general fund and other funds.
3. I understand that the State will rely on this certification as a material representation in making grant payments to the Recipient.
4. I acknowledge that the Recipient should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 603(a) of the Social Security Act.
5. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.
6. I acknowledge that the Recipient has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
7. I acknowledge and agree that the Recipient shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
8. I acknowledge that if the Recipient has not obligated the funds it has received to cover costs that were incurred by December 31, 2024, as required by the statute, those funds must be returned to the United States Department of the Treasury.
9. I acknowledge that the Recipient's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 603 of the Social Security Act will be used only to cover those costs that:
 - a. to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - b. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - c. for the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or
 - d. to make necessary investments in water, sewer, or broadband infrastructure.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses during the period that begins on March 3, 2021 and ends on December 31, 2024.

By:

Signature:

Title:

Date:

Attachment B
Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Recipient, _____, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Recipient, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By:

Signature:

Title: _

Date: _

Attachment C

Program Statutes and Regulations

<p>42 U.S.C. 801 Social Security Act Title 31, Part 35, Code of Federal Regulations Section 215.422, Florida Statutes Section 215.971, Florida Statutes Section 216.347, Florida Statutes CFO MEMORANDUM NO. 04 (2005-06)</p>	<p>Coronavirus State and Local Fiscal Recovery Funds Treasury Interim Final Rule Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance Agreements funded with federal and state assistance Disbursement of grant and aids appropriations for lobbying prohibited Compliance Requirements for Agreements</p>
---	--

OMB Approved No. 1505-0271
 Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Hilliard, Town of

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:

Hilliard, Town of

Address:

DUNS Number: 962951547

Taxpayer Identification Number: 596018372

Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Hilliard, Town of

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and

Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are

determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

RESOLUTION NO. 2021-22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILLIARD, FLORIDA, A MUNICIPAL CORPORATION AMENDING RESOLUTION NO. 2020-10, CHANGING THE SCHEDULE OF FEES FOR STREETS, SIDEWALKS AND OTHER PUBLIC PLACES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Hilliard desires to amend the schedule of fees contained in Resolution No. 2020-10.

NOW THEREFORE, be it resolved by the Town of Hilliard that:

Section 1. The following schedule of fees shall apply to action under the Hilliard Culverts Code. A receipt showing payment of the applicable fee shall accompany an application prior to consideration thereof:

- a. Permit.** An application fee for culvert installation shall be paid to the Town at the time of application for a site location inspection by the Public Works Department and a follow-up inspection to ensure that all work performed, and material used are in compliance with the requirements of Chapter 42 of the Hilliard Town Code. This fee shall not be refundable, whether or not a permit is issued.

\$25.00

- b. Installation by the Town.** If the owner requests the Town to purchase and/or install the permitted pipe with mitered ends, the fees are established as follows:

Town Installed Culvert Size	Plastic Corrugated Culvert Price	Mitered Ends	Installation Fee	Plus 30%	Sub-Total	Permit Fee	Total
12x12x20	\$260.00	\$430.00	\$720.00	\$423.00	\$1,833.00	\$25.00	\$1,858.00
15x15x20	\$325.00	\$430.00	\$720.00	\$442.50	\$1,917.50	\$25.00	\$1,942.50
18x18x20	\$428.00	\$540.00	\$720.00	\$506.40	\$2,194.40	\$25.00	\$2,219.40

- c. Installation by the Town and Owner.** If the owner requests the Town to purchase and/or install the permitted pipe with mitered ends and the owner installs the *concrete for mitered ends, the fees are established as follows:

Town & Owner Installed Culvert Size	Culvert Price	Installation Fee	Plus 30%	Sub-Total	Permit Fee	Total
Mitered Round						
12x12x26	\$453.22	\$720.00	\$351.97	\$1,525.19	\$25.00	\$1,550.19
15x15x26	\$559.28	\$720.00	\$383.78	\$1,663.06	\$25.00	\$1,688.06
18x18x26	\$667.16	\$720.00	\$416.15	\$1,803.31	\$25.00	\$1,828.31
24x24x26	\$882.66	\$720.00	\$480.80	\$2,083.46	\$25.00	\$2,108.46

Mitered Low Head						
13x17x26 15"	\$624.36	\$720.00	\$403.31	\$1,747.67	\$25.00	\$1,772.67
13x17x36 15"	\$845.96	\$820.00	\$499.79	\$2,165.75	\$25.00	\$2,190.75
21x15x26 18"	\$746.30	\$720.00	\$439.89	\$1,906.19	\$25.00	\$1,931.19
21x15x36 18"	\$1,011.80	\$820.00	\$549.54	\$2,381.34	\$25.00	\$2,406.34

*Concrete on mitered end sections shall be level with the driveway and a minimum of four (4) inches in thickness and two (2) feet each way from the widest mitered edge.

Section 2. Installation charge and/or culvert pipe shall be paid for (in full) at time of order and culverts shall be delivered directly to the job site. The Public Works Director shall inspect the permitted pipe.

Section 3. All culvert pipes installed within the Town shall be with mitered ends from the date of adoption of Resolution No. 2003-04.

Section 4. This resolution shall become effective on October 1, 2021.

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

John P. Beasley
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

Floyd L. Vanzant
Mayor

RESOLUTION NO. 2021-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILLIARD, FLORIDA, A MUNICIPAL CORPORATION AMENDING RESOLUTION NO. 2020-08, AMENDING WATER AND SEWER USAGE RATES; FOR THE TOWN OF HILLIARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Hilliard has found it necessary to amend Resolution No. 2020-08 to ensure adequate funds to pay for the annual debt service and annual operating and maintenance costs for the water and wastewater treatment plants and in an effort to meet the goals of USDA Rural Development with respect to sufficient revenue to fund the municipal bond payments and the goals of the St. John's River Water Management District with respect to encouraging conservation; and

WHEREAS, Chapter 58 of the Hilliard Utilities Code, Section 58-81 states that the Town Council shall conduct, annually during the budget process, a review of charges and fees for water and sewer services, and it shall set such fees and charges as are necessary to adequately maintain, repair and replace the system by resolution. Water and sewer usage rates shall increase annually using the Municipal Cost Index as set forth in this chapter.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Hilliard, has established that the following fees shall apply as the water and sewer rates and usage and fees schedule under Chapter 58 of the Hilliard Utilities Code as an attachment to this Resolution.

THIS RESOLUTION adopted this _____ day of _____, _____, by the Town Council of the Town of Hilliard, Florida, and shall become effective based on fees charged and rates billed that are payable on or thereafter, October 1, 2021.

John P. Beasley
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

Floyd L. Vanzant
Mayor

**ATTACHMENT
TOWN OF HILLIARD
RESOLUTION NO. 2021-23
WATER & SEWER RATES**

SECTION 1. WATER & SEWER USAGE RATES AND TAXES
1.08% INCREASE

The monthly water and sewer use rates for residential property are established as follows:

BASE CHARGE	WATER	SEWER
	\$14.01	\$17.52

The Base Charge shall be prorated for the portion of the month in which service was in use.

In addition to the Base Charge, the charge for usage shall also include a charge based on the gallons used as follows:

FIRST INCREMENT	SECOND INCREMENT
(0-6,000 gallons)	(over-6,000 gallons)
WATER	WATER
\$2.63	\$4.67
per whole thousand	per whole thousand
 SEWER	 SEWER
\$3.29	\$4.67
per whole thousand	per whole thousand

The monthly water and sewer use rates for commercial property are established as follows:

BASE CHARGE	WATER	SEWER
	\$32.70	\$40.58

The Base Charge shall be prorated for the portion of the month in which service was in use.

In addition to the Base Charge, the charge for usage shall also include a charge based on the gallons used as follows:

FIRST INCREMENT	SECOND INCREMENT	THIRD INCREMENT
(0-2,000 gallons)	(2,001-10,000 gallons)	(over-10,000 gallons)
WATER	WATER	WATER
\$1.16	\$3.50	\$4.67
per whole thousand	per whole thousand	per whole thousand
 SEWER	 SEWER	 SEWER
\$2.33	\$4.67	\$5.83
per whole thousand	per whole thousand	per whole thousand

TAXES

A public service tax of 5% shall be added to the water service rates.

SECTION 2. DEPOSITS

A new user shall provide a deposit to guarantee payment of delinquent bills, according to the following schedule:

\$70.00	Residential Water
\$80.00	Residential Sewer
Under 10,000	Over 10,000 Gallons
\$100.00	\$150.00 Commercial Water
\$150.00	\$200.00 Commercial Sewer

SECTION 3. TAP-IN, TURN-ON/OFF AND TRANSFER FEES

All requests for, and any tap-ins, turn-ons and turn-offs required for maintenance, shall be at the following rate for standard $\frac{3}{4}$ " (inch) water and 4" (inch) sewer lateral line:

TAP-IN FEES

\$700.00	Water Tap includes radio read meter installation and up to 60 feet of standard line, road patch if needed, jack & bore if needed, equipment and labor.
\$700.00	Sewer Tap includes tap-in to existing line or location of new lateral up to 60 feet, road patch if needed, core drill if needed, equipment and labor.

Additional charges shall apply for any items not included in a standard water and/or sewer tap-in fee.

TURN-ON/OFF FEES

\$45.00	Turn-on/off fee for all new water and/or sewer service, in addition to the deposits.
\$25.00	Turn-on/off fee for emergency maintenance and repairs.
\$45.00	Turn-on/off fee for emergency maintenance and repairs required outside of normal working hours.

TRANSFER FEES

\$30.00	Turn-on/off fee for all new water and/or sewer service, in addition to the deposits.
---------	--

SECTION 4. PENALTIES

Penalties shall be added to the amount of the bill if not paid by 5 pm on the 15th day of the month following the reading date, if the bill remains unpaid at 5 pm on the 25th day of the month a second penalty shall be added, which shall be payable as if a part of the amount originally billed. If the 15th or 25th day of the month falls on a weekend or a holiday, penalties shall be assessed on the next working day at 5 pm. Hilliard Town Code Chapter 58, Section 58-85(e).

- \$15.00 A penalty shall be added to monthly bill if not paid by 5 pm on the 15th day of the month following the reading date.
- \$25.00 An additional penalty shall be added to monthly bill if not paid by 5 pm on the 25th day of the month following the reading date.
- 3% Contracts entered into with large and/or out of town commercial and/or residential users of water and/or sewer service shall be assessed percentage penalties based on the unpaid bill amount.

SECTION 5. RESTORATION CHARGES

Charges for restoration of services shall be collected as follows:

- \$50.00 Restoration after termination for non-payment (meter still in place) requested outside of normal working hours.
- \$50.00-\$500.00 Restoration fee as a result of meter tampering and based upon any damages to meter tap including installation of removed meter.

SECTION 6. TERMINATION OF SERVICE

Termination of services due to non payment.

If services are terminated, the user shall have two business days prior to the end of the month in which services were terminated to have services restored. If services are not paid the deposit on the account shall be applied toward payment of the delinquent amount, including late penalties. A new deposit will have to be paid to restore services and reopen the account. Hilliard Town Code Chapter 58, Section 58-7(a).

Any customer whose water and/or sewer service is terminated a second time due to non payment or a returned check or draft shall have his water and/or sewer deposit increased to the current deposit fee plus an additional 50 percent, prior to the water and/or sewer service being restored. Hilliard Town Code Chapter 58, Section 58-84.

SECTION 7. RETURN CHECK OR DRAFT SERVICE CHARGE

- \$25.00 If face value of check is \$0.01 to \$50.00.
- \$30.00 If face value of check is \$50.01 to \$300.00.
- \$40.00 If face value of check is over \$300.00.

Upon receipt of two return checks or drafts within a period of one year, the customer shall be required to pay by certified funds (cash or money order) for a period of three years from the date of the redemption of the second returned check or draft.

Check Payment to:
AECOM Technical Services, Inc.
An AECOM Company
1178 Paysphere Circle
Chicago, IL 60674

ACH Payment to:
AECOM Technical Services, Inc.
An AECOM Company
Bank of America
Account Number 5800937020
ABA Number 071000039

Wire Transfer Payment to:
AECOM Technical Services, Inc.
An AECOM Company
Bank of America
New York, NY 10001
Account Number 5800937020
ABA Number 026009593
SWIFT CODE BOFAUS3N



7650 West Courtney Campbell Causeway, Tampa, FL 33607-1462
Tel: 813-286-1711
Fax: 813-287-8591

Federal Tax ID No. 95-2661922

ATTN : Lisa Purvis
TOWN OF HILLIARD
15859 West County Road 108
Hilliard, FL 32046
United States

Invoice Date: 20-AUG-21
Invoice Number: 2000530226

Agreement Number: 60664394
Agreement Description:

Payment Term: 30 DAYS

Please reference Invoice Number and Project Number with Remittance

Project Number : 60664394 Project Name : O1J - Replace RW 18-36 Edge Lighting, Signs, REILS, Wind Cone & PAPIs at Hilliard Airpark
Bill Through Date : 26-JUL-21 - 30-JUL-21
Bill Prange

Phase Lump Sum

Task Number	Description	Percent		Earned	Previous	Current
		Fee	Complete			
01	AECOM Lbr	57,066.00	5.00%	2,853.30	0.00	2,853.30
02	RPR Lbr	24,336.00	0.00%	0.00	0.00	0.00
03	Expenses	4,986.00	0.00%	0.00	0.00	0.00

Total Phase Lump Sum: 2,853.30

Project Total : O1J - Replace RW 18-36 Edge Lighting, Signs, REILS, Wind Cone & PAPIs at Hilliard Airpark 2,853.30

Invoice Summaries

Total Current Amount :	2,853.30
Retention Amount :	0.00
Pre-Tax Amount :	2,853.30
Tax Amount :	0.00

Total Invoice Amount : 2,853.30

Billing Summaries

Billing Summary	Current	Prior	Total	Total Fee	Percent Complete
Billings	2,853.30	0.00	2,853.30	86,388.00	3.30
Tax	0.00	0.00	0.00		
Billing Total :	2,853.30	0.00	2,853.30		

Outstanding Invoices

Invoice Number	Invoice Date	Invoice Balance
2000530226	20-AUG-21	2,853.30
Outstanding Total :		2,853.30



Coastal Pump & Equipment, Inc.
3850 Anchuca Drive #26
Lakeland, FL 33811

Inv **ITEM-7**

Date	Invoice #
8/9/2021	1289

Bill To
Town of Hilliard PO Box 249 Hilliard, FL 32046

Ship To
Town of Hilliard WWTP 15859 W CR 108 Hilliard, FL 32046 Attn: Richie Rowe 904-813-1296

P.O. Number	Terms	Rep	Due Date	Ship Via	Warehouse Pick
080621-01RR	Net 30	H	9/8/2021	R&L Carriers	0802506

Item Code	Description	Quantity	Price Each	Amount
100AFE415-3	HCP Pumps Non Clog 4" Discharge 230/460V, Prewired 230V, 20HP 50Ft. Cords SN: 2100017225	1	5,484.74	5,484.74
Freight	Outbound Freight via R&L Carriers, ETA: 08/10/2021, PRO #264315708	1	217.81	217.81

Please pay by the indicated due date to avoid incurring the 1.8% finance charge. Thank you!

Total \$5,702.55

Payments/Credits \$0.00

Balance Due \$5,434.43

Dawn Carroll

From: Smart Quality Lawn Care <smartlawns0815@yahoo.com>
Sent: Wednesday, August 25, 2021 11:45 AM
To: Dawn Carroll
Subject: Town of Hilliard Mow #6

Smart Quality Lawn Care
Richard (904)428-4130
Wandella (904)924-5257

Invoice #MOW6

August 25, 2021

To: Town of Hilliard, FL 32046

Scope of Work

Mow, weed eat and blow off all right of ways for the Town of Hilliard.

Dates: August 18, 2021- August 25, 2021

Total due \$5,500.00

If you have any questions please call Wandella (904) 924-5257.

Thank You for Your Business

Sincerely,
Richard Smart

Rich Smart
8-25-21

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, AUGUST 19, 2021, 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 L. 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.**

Jennifer Mezera with Exit Real Estate Gallery, 865 Hibernia Road, Suite 109, Fleming Island, Florida, presents before the Council a real estate listing for 37059 Pecan Street, Hilliard, Florida priced at \$448,000 and states that the owners Gerald & Daphne Guynn are looking to sell their business Boon Dock Junction which is an active venue with bookings into the spring of 2022. They have asked that the Town be given first offer to purchase this property and that the item be placed on the next agenda for further discussion.

PUBLIC HEARING

ITEM-1 Amending Chapter 62 Zoning and Land Development Regulations Code, Section 62-359 – Accessory Uses and Structures (Clarifying Contiguous Lot).

Ordinance No. 2021-06

An Ordinance amending Chapter 62 Zoning and Land Development Regulations of the Hilliard Town Code; amending Section 62-359. Accessory Uses and Structures; adding language to subsection (a) to include a lot split by a right of way of no more than 25 feet as a contiguous lot; and providing for an effective date.

Town Attorney Waugh

No Disclosure of Ex Parte Communication.

Open Public Hearing on Ordinance No. 2021-06.

Call for Public Comments.

Scott Jones 4431 Pine Breeze Way, Callahan, Florida states that the cost listed for application of the closing of right of ways and alley ways seems high.

Town Clerk Lisa Purvis advises Mr. Jones that this is the public hearing for Ordinance No. 2021-06 that has to do with Accessory Structures. The application for closing right of ways will be added next to the end of the agenda.

Motion to close Public Hearing on Ordinance No. 2021-06.

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

Ordinance No. 2021-06 – Town Council Action

Motion to adopt Ordinance No. 2021-06, on Second and Final Reading.

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

REGULAR MEETING

ITEM-2 Additions/Deletions to Agenda

Motion to add Item-4 Resolution No. 2021-18 Amended Public Transportation Grant Agreement - Camera & Video Recording System.

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

Motion to add Item-5 Resolution No. 2021-19 Amended Public Transportation Grant Agreement - Turf Runway Maintenance.

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

Motion to add Item-6 Resolution No. 2021-20 Amended Public Transportation Grant Agreement - Maintenance Building.

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

Motion to add Item-10 Discussions of Application to Close, Abandon, or Vacate Street, Alley, Easement, or Right of Way.

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-3

“Northeast Florida COVID-19 Economic Recovery Plan” The recovery plan outlines detailed recommendations for economic recovery and was developed by the Northeast Florida Economic Resilience Task Force, a policy group of more than 20 leaders from across the region.

Northeast Florida Regional Council - Sean Lahav, Resiliency Coordinator

Mr. Sean Lahav gives a presentation an overview and asks for questions. Councilman Sims asks about affordable housing and how great the need is in the Town of Hilliard for affordable housing and if there is any information regarding how the Town can get affordable housing.

Mr. Lahav advises that he will look into and get information to the Town.

ITEM-4

Town Council approval of contract for Security Cameras, Lighting and Video Recording System at the Hilliard Airpark to the low bidder AEC Electrical Contracting, subject to FDOT approval and legal review in the amount of \$165,000.00.

Hilliard Airpark Engineer – Bill Prange, AECOM

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

ADD

Resolution No. 2021-18

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.

Town Attorney Waugh

Town Council to adopt Resolution No. 2021-18 accepting the Florida Department of Transportation Amendment to the Public Transportation Grant Agreement for the Construct Camera & Video Recording System at the Hilliard Airpark. The

funding shall be at 100% under the Rural Economic Development Initiative (REDI) or \$193,775.00 related to eligible project costs.

Hilliard Airpark Engineer – Bill Prange, AECOM

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-5

Town Council approval of contract for Turf Runway Improvements at the Hilliard Airpark to the low bidder Chad Brock Enterprises, Inc., subject to FDOT approval and legal review in the amount of \$90,800.00.

Hilliard Airpark Engineer - Bill Prange, AECOM

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

ADD

Resolution No. 2021-19

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.

Town Attorney Waugh

Town Council to adopt Resolution No. 2021-19 accepting the Florida Department of Transportation Amendment to the Public Transportation Grant Agreement for the Turf Runway maintenance and Improvements at the Hilliard Airpark. The funding shall be at 100% under the Rural Economic Development Initiative (REDI) or \$91,000.00 related to eligible project costs.

Hilliard Airpark Engineer – Bill Prange, AECOM

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

ITEM-6

Town Council approval of contract for the construction of New Box Hangar Building, New Airport Equipment Storage Building and Repairs to Multiple Hangars at the Hilliard Airpark to the low bidder LMC Steel, subject to FDOT approval and additional funding and legal review in the amount of \$515,857.00.

Hilliard Airpark Engineer – Bill Prange, AECOM

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

ADD

Resolution No. 2021-20

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.

Town Attorney Waugh

Town Council to adopt Resolution No. 2021-20 accepting the Florida Department of Transportation Amendment to the Public Transportation Grant Agreement for the Design & Construct Maintenance Building at the Hilliard Airpark. The funding shall be at 100% under the Rural Economic Development Initiative (REDI) or \$287,500.00 related to eligible project costs.

Hilliard Airpark Engineer – Bill Prange, AECOM

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

ADD

Resolution No. 2021-21

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.

Town Attorney Waugh

Town Council to adopt Resolution No. 2021-21 accepting the Florida Department of Transportation Amendment to the Public Transportation Grant Agreement for the Design & Construct Hangar & Hangar Rehabilitation at the Hilliard Airpark. The funding shall be at 100% under the Rural Economic Development Initiative (REDI) or \$346,441.00 related to eligible project costs.

Hilliard Airpark Engineer – Bill Prange, AECOM

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-7

Resolution No. 2021-17

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 Grant Agreement and authorizing and directing the Hilliard Town Council to accept such agreement.

Town Attorney Waugh

Town Council to adopt Resolution No. 2021-17 accepting the Florida Department of Transportation Public Transportation Grant Agreement for the Environmental Assessment for the North & South Property Acquisitions at Hilliard Airpark. The funding shall be at 100% under the Rural Economic Development Initiative (REDI) or \$40,000.00 related to eligible project costs.

Hilliard Airpark Engineer – Bill Prange, AECOM

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-8 Town Council approval of the Four Factor Analysis completed as a requirement for the Rebuild Florida CDBG Mitigation General Infrastructure Program. The analysis conducted by Fred Fox Enterprises, Inc. determined that a Language Plan would not be required and the Town of Hilliard's notice for the project will only need to be posted in English.

Town Clerk - Lisa Purvis, MMC

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-9 Town Council approval of the Minutes from the August 5, 2021, Regular Meeting.
Town Clerk – Lisa Purvis, MMC

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

ADDED ITEMS

- ITEM-10 Town Council review and approval of application to Close, Abandon, or Vacate Street, Alley, Easement, or Right of Way that consists of an application fee of \$2,000 per right of way and \$1,000 per easement and for applicant to pay the cost of postage, signs, advertisements, and outside consultants and provide a survey of the right of way or alley.

Land Use Administrator - Janis Fleet, AICP

Scott Jones, 4431 Pine Breeze Way, Callahan, Florida

Advises that he has already submitted his building plans and that he is on a time frame and asks how soon before this application will be approved. He would like to utilize the alley way to increase the front yard setbacks on the block that he owns and is planning to develop.

Motion to set a workshop for Tuesday, September 14, 2021, at 6:00 p.m. to further review the application.

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

ADDITIONAL COMMENTS

PUBLIC

No public comments.

MAYOR & TOWN COUNCIL

Mayor Vanzant, announces the upcoming September & October Meetings:

September Meeting

Thursday, 09/02/2021 @ 6PM	Workshop (Budget)
Thursday, 09/02/2021 @ 7PM	Regular Meeting
Tuesday, 09/14/2021 @ 6PM	Workshop (ROW Closing)
Thursday, 09/16/2021 @ 6PM	Workshop (Budget)

Thursday, 09/16/2021 @ 7PM	Public Hearing & Regular Meeting
October Meeting	
Thursday, 10/07/2021 @ 7PM	Regular Meeting
Thursday, 10/21/2021 @ 7PM	Regular Meeting

ADMINISTRATIVE STAFF

Present:

Town Clerk, Lisa Purvis
Public Works Director, Ritchie Rowe
Parks & Recreation Director, Gabe Whittenburg

TOWN ATTORNEY

Present:

Town Attorney, Christian Waugh – by ZOOM
Land Use Administrator, Janis Fleet – by ZOOM

ADJOURNMENT

Motion to adjourn at 8:11 p.m.

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

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
Mayor