

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, APRIL 07, 2022, 7:00 PM

NOTICE TO PUBLIC

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

PLEDGE OF CIVILITY

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

WE WILL DIRECT ALL COMMENTS TO THE ISSUES.

WE WILL AVOID PERSONAL ATTACKS.

"Politeness costs so little." – ABRAHAM LINCOLN

CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS

ITEM-1

The Town of Hilliard Designates April 2022 as "Water Conservation Month" in the Town of Hilliard.

MAYOR

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

REGULAR MEETING

ITEM-2

Additions/Deletions to Agenda

ITEM-3

Town Council approval of the Final Annual Financial Statements & Audit for the fiscal year ending September 30, 2021.

Richard Powell, CPA - Powell & Jones, CPA's

- ITEM-4** Town Council approval of the contract renewal between the Town of Hilliard and Mr. Bryan Higginbotham for Building Official Services with a 3% pay increase for a total annual contract amount of \$33,990.00.
Lisa Purvis, MMC – Town Clerk
- ITEM-5** Town Council to review and accept the Building Official/Inspectors Quarterly Report for January 1, 2022, through March 30, 2022.
Bryan Higginbotham - Town Building Official / Inspector Services
- ITEM-6** Town Council to review and accept the Code Enforcement Officers Quarterly Report for January 1, 2022, through March 30, 2022.
Del Miley – Code Enforcement Officer
- ITEM-7** Town Council to review and accept the Land Use Administrators Quarterly Report for January 1, 2022, through March 31, 2022.
Janis K. Fleet, AICP – Land Use Administrator
- ITEM-8** Town Council approval for Hilliard Gravity Sewer Overflow Pipe Project Change Order No. 1. Increase of \$4,520.00 in Contractor Price for addition cost for 20" PVC Pipe, Core Drill Wetwell for 20" PVC Pipe, with credit for 15' PVC Pipe and Core Drill Wetwell.
Lisa Purvis, MMC – Town Clerk
- ITEM-9** Resolution No. 2022-03 - FDOT Public Transportation Grant Agreement offer for Land Acquisition
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. 2022-03, accepting the Florida Department of Transportation, Public Transportation Grant Agreement to Acquire Land on the North Side at the Hilliard Airpark. The funding shall be at 100% under the Rural Economic Development Initiative (REDI) or \$464,000.00 related to eligible project costs.
Lisa Purvis, MMC - Town Clerk
- ITEM-10** Resolution No. 2022-04 - SJRWMD Reduce Permit Application Fee
A Resolution of the Town Council of the Town of Hilliard, Florida, a Municipal Corporation; requesting St. Johns River Water Management District to reduce permit application fees.
Town Attorney Waugh
- Town Council to adopt Resolution No. 2022-04 to submit to SJRWMD for the Town of Hilliard to Qualify for reduced permit application fee of \$100.00 per permit for public purpose project.
Lisa Purvis, MMC - Town Clerk

- ITEM-11** Resolution No. 2022-05 - Amending Zoning & Land Use Application Fees
A Resolution of the Town Council of the Town of Hilliard, Florida, a Municipal Corporation; amending Resolution No. 2020-06, adding a deposit to applications that require a consultant review to the schedule of fees; and providing for an effective date.
Town Attorney Waugh
- Town Council to adopt Resolution No. 2022-05, amending the Zoning & Land Use Application Fees by adding a \$1,000.00 refundable deposit to all applications requiring consultant review.
Lisa Purvis, MMC - Town Clerk
- ITEM-12** Resolution No. 2022-06 - Amending Water and Sewer Rates & Fees
A Resolution of the Town Council of the Town of Hilliard, Florida, a Municipal Corporation; amending Resolution No. 2021-23, amending Water and Sewer Usage Rates; amending Water and Sewer Tap-in fees; adding a fee for Septic Tank Exception Applications; adding a fee for Right of Way Permit Applications; for the Town of Hilliard; and providing for an effective date.
Town Attorney Waugh
- Town Council to adopt Resolution No. 2022-06, amending the Water and Sewer Usage Rates, Water and Sewer Tap-in Fees, adding a Septic Tank Application Permit fee, and adding a Right-of-Way Application Permit fee.
Lisa Purvis, MMC - Town Clerk
- ITEM-13** Town Council approval of Hilliard First Baptist Church hosting a community Easter Egg Hunt at Oxford Street Park on Saturday, April 16th, 2022, from 4-5pm.
Gabe Whittenburg – Parks & Recreation Director
- ITEM-14** Town Council approval to grant Septic Tank Exception for David W. & Callie K. Bishop, property located off Twelfth Avenue.
Ritchie Rowe – Public Works Director
- ITEM-15** Town Council approval to grant Septic Tank Exception for Michael Franklin, property located off Twelfth Avenue.
Ritchie Rowe – Public Works Director
- ITEM-16** Town Council approval of Parks & Recreation Employee Jack Burnette, Grounds/Facilities Maintenance resignation effective March 22, 2022.
Gabe Whittenburg – Parks & Recreation Director
- ITEM-17** Town Council approval of the Minutes from the March 17, 2022, Regular Meeting and the March 28, 2022, Workshop.
Lisa Purvis, MMC - Town Clerk
- ITEM-18** Town Council approval of AEC Electrical Contractors Inc., Payable for Pay Request No. 6 through March 25, 2022, Project Name: Security & Lighting at the Hilliard Airpark in the amount of \$19,237.50.
FDOT PTGA 100% GRANT FUNDED PROJECT LUMP SUM CONTRACT
\$165,000.00

- ITEM-19** Town Council approval of The Kenton Group dba Baldwin Quality Plumbing, Pay Request No. 4 through January 6, 2022, Project Name: Gravity Sewer Overflow Pipe on 4th Street in the amount of \$15,527.50.
CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$110,075.00
- ITEM-20** Town Council approval of McInnis Services, LLC dba LMC Steel, Payable for Pay Request No. 8 through March 31, 2022, Project Name: New Box Hangar, Hangar Repair & New Equipment Storage Building at the Hilliard Airpark in the amount of \$74,449.90.
FDOT PTGA 100% GRANT FUNDED PROJECT LUMP SUM CONTRACT \$544,157.00
- ITEM-21** Town Council approval of AECOM, Payable through March 4, 2022, Project Name: Security Improvements at the Hilliard Airpark in the amount of \$2,568.50.
FDOT PTGA 100% GRANT FUNDED PROJECT LUMP SUM CONTRACT \$51,370.00
- ITEM-22** Town Council approval of Bulk Culvert Purchase, Payable through March 29, 2022, Project Name: Culvert Bundle in the amount of \$20,664.12.
CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$22,000.00
- ITEM-23** Town Council approval of Dixon Tree and Lawn Service, Payable for pay request No. 1 through March 21, 2022, Project Name: Mowing of Town Right of Ways in the amount of \$8,750.00
MAINTENANCE FUNDED PROJECT LUMP SUM CONTRACT \$70,000.00
- ITEM-24** Town Council approval of Energy Engineering Systems, Payable through February 4, 2022, Project Name: Filter Aqua Aerobic in the amount of \$7,200.00.
CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$11,000.00

ADDED ITEMS

ADDITIONAL COMMENTS

PUBLIC

MAYOR & TOWN COUNCIL

ADMINISTRATIVE STAFF

TOWN ATTORNEY

ADJOURNMENT

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

TOWN COUNCIL MEETINGS

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

PLANNING & ZONING BOARD MEETINGS

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

MINUTES & TRANSCRIPTS

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

TOWN WEBSITE & YOUTUBE MEETING VIDEO

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

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

ADA NOTICE

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

APPEALS

Pursuant to the requirements of Section 286.0105, Florida Statues, the following notification is given: If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

PUBLIC PARTICIPATION

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

EXPARTE COMMUNICATIONS

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

2022 HOLIDAYS

TOWN HALL OFFICES CLOSED

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

**A PROCLAMATION OF THE TOWN OF HILLIARD
DESIGNATING APRIL 2022 AS
“WATER CONSERVATION MONTH”
IN THE TOWN OF HILLIARD**

WHEREAS, water is a basic and essential need of every living creature;
and

WHEREAS, The State of Florida, Water Management Districts and the Town of Hilliard are working together to increase awareness about the importance of water conservation; and

WHEREAS, the Town of Hilliard and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida’s Water Conservation Month, to educate citizens about how they can help save Florida’s precious water resources; and

WHEREAS, the Town of Hilliard has always encouraged and supported water conservation, through various educational programs and special events;
and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me Floyd L. Vanzant as Mayor, of the Town of Hilliard, do hereby proclaim the month of April as

WATER CONSERVATION MONTH

The Town of Hilliard, Nassau County, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

Floyd L. Vanzant, Mayor

Date



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: April 7, 2022

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

SUBJECT: Town Council approval of the contract renewal between the Town of Hilliard and Mr. Bryan Higginbotham for Building Official Services with a 3% pay increase for a total annual contract amount of \$33,990.00.

BACKGROUND:

The Town has contracted with Mr. Higginbotham to provide Building Official, Building Inspection, and Plan Review Services for the Town of Hilliard for projects not exceeding 2 million dollars, projects over 2 million dollars shall be contracted separately. For the Term of April 1, 2021, to March 31, 2022.

The agreement was approved on April 1, 2021, to be extended on an annual basis automatically with a 3% increase each year, provided approval by the Town of Hilliard. Contractor Services cost for services rendered currently at \$33,000.00 annually with Mr. Higginbotham agreeing to submit monthly for payment.

Mr. Higginbotham has stayed in good standing and has kept current Building Code Administrator BU1851, professional license, and has maintained professional liability insurance with a policy limit of \$1,000,000.00, which the Town of Hilliard has been listed as an additional insured.

FINANCIAL IMPACT:

Due to the 3% increase stated in the contract signed on April 1, 2021, Mr. Higginbotham's rate will increase from \$33,000.00 to \$33,990.00 annually for Building Official Services.

Moving forward, Mr. Higginbotham assumes the responsibility of asking for an increase no later than July of each year to take effect in October of that same year. This will allow an increase to be placed in the budget if necessary.

RECOMMENDATION:

Approval of the contract renewal between the Town of Hilliard and Mr. Bryan Higginbotham for Building Official Services with a 3% pay increase for a total annual contract amount of \$33,990.00.

TOWN OF HILLIARD
AGREEMENT FOR BUILDING OFFICIAL, BUILDING INSPECTION,
AND PLAN REVIEW SERVICES

This Professional Services Agreement (hereinafter 'Agreement') is made and executed on this 10th day of April, 2021, by and between the Town of Hilliard and Higginbotham Brothers Construction, Inc. (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Contractor is a Florida corporation engaged in the business of offering building code administration building inspection and plan review services to municipalities, counties and other governmental bodies, and

WHEREAS, Town of Hilliard is in need of professional services of consulting for the purpose of providing building code administration, building inspections and plan review services per §468.604, Florida Statutes and

WHEREAS, the parties wish to enter into this Agreement, to establish a contractual relationship, expectations and fees for the services rendered and to establish the guidelines for the professional consulting work to be performed.

NOW THEREFORE, in consideration of these premises, the terms and conditions hereinafter set forth, and the mutual benefits to be received, the Parties agree the above recitals are true and correct and as follows:

1. Contractor agrees to provide professional building code administration, building inspections and plan review services to Town of Hilliard for projects not to exceed a ~~2022~~ ^{2/1/2022} construction value of 2 million dollars, for the term of April 1, 2021 to March 31, ~~2021~~ ^{2/1/2022}, effective on the date this Agreement is signed by all parties. Projects with a construction value in excess of 2 million dollars shall be contracted separately. This agreement may be extended on an annual basis with a 3 percent cost increase and approval by Town of Hilliard town council.

2. Town of Hilliard agrees to retain Contractor to serve as Building Official for the Town of Hilliard.

3. In payment for the Contractor performing the services described in this Agreement, Town of Hilliard agrees to pay Contractor professional fees at a rate of \$33,000.00 annually. Contractor agrees to submit to Town of Hilliard monthly invoices for services rendered, for which the Town of Hilliard agrees to pay Contractor within thirty (30) days. If this Agreement is initiated or terminated outside of a monthly billing time period, Town of Hilliard shall pro rate payment according to the number of days services were actually provided and received.

4. Contractor agrees to work as an independent contractor for all professional services performed under this Agreement. Additionally, Contractor understands there is no provision of

transportation, health insurance, personal or fringe benefits relating to this Agreement for Contractor or any of its employees.

5. Contractor agrees to use his expertise and best efforts in performing the responsibilities of: Building Official, building inspection services; plan review; building code enforcement; issuing certificates of occupancy; inspecting building construction, erection, repair, additions, remodeling demolition or alterations which require permits; and indicating compliance with building, plumbing, mechanical, electrical, gas fire prevention, energy, accessibility rules, regulations and other codes as required by Florida law or Town of Hilliard ordinances and regulations.

6. Contractor agrees to provide Building Official, building inspection and plan review services two days per week. Contractor will be available in person to discuss issues with other employees of the Town of Hilliard, the Building Department and the Planning and Zoning Department. Contractor will be available Tuesday (pm) and Thursday (pm) for the customary issues and at any time of emergency requiring the Building Official. If Contractor is out of town and unable to appear in person, Contractor will be available by telephone to answer questions related to plan review, inspections, permitting, building codes, and discuss issues with staff, customers, contractors, homeowners, or the general public.

7. Contractor agrees to maintain in good standing and keep current the following professional license: Building Code Administrator BU1851.

8. Town of Hilliard agrees Contractor and Town of Hilliard are charged with the enforcement of the Florida Building Code and Town of Hilliard Code of Ordinances, while performing services pursuant to this Agreement as required by the Florida Statutes, Florida Building Code and any other federal, state or local laws, rules and regulations. Contractor may not be held personally liable. Contractor agrees to obtain professional liability insurance with a policy limit of \$1,000,000.00 of which Town of Hilliard shall be named as an insured. A valid certificate of insurance coverage shall be provided to the Town of Hilliard prior to any work performed pursuant to this Agreement. Contractor agrees to maintain the aforementioned insurance.

9. This Agreement may only be changed by written amendment, after approval by Town of Hilliard and signed by both parties.

10. This Agreement may be terminated, with or without cause and for convenience, by either party by giving thirty (30) days written notice to the other party. .

11. Notice pursuant to this Agreement shall be given to the addresses as follows:

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

Contractor
Bryan Higginbotham
~~1135 Warren Thompson Road~~
Glen St. Mary, FL 32040

→ 11086 J.D. Smith Trl. *BTH*

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

12. The invalidity of any portion of this Agreement by a court of competent jurisdiction will not affect the validity of any other provision. In the event that any provision of this Agreement is held invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

13. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Town of Hilliard policies, ordinances, rules, regulations or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions during the term of this Agreement.

14. Contractor agrees to provide Town of Hilliard all documentation, whether in paper or electronic format, relating to the work performed pursuant to this Agreement. Additionally, Contractor agrees to comply with all aspects of Florida's sunshine and open government laws, Florida's public records laws as described in Chapter 119, Florida Statutes, and related record retention requirements. *Quarterly Reports at Council Meeting*

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf as of the date and year first above written.

Town of Hilliard,

John P. Beasley
John Beasley, Council President

Dated: 7/1/2021

Contractor:

Higginbotham Brothers Construction, Inc.

Bryan Higginbotham
Bryan Higginbotham, as
Authorized Representative

Dated: 4-6-2021



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting **Meeting Date:** April 1, 2021

FROM: Lisa Purvis, Town Clerk

Subject: Town Building Official Services

BACKGROUND:

The Town had contracted with Gary Larson for over 20 years prior to his departure in 2019. In September 2019 the Town contracted with Larry Hogan for a monthly fee of \$2,700.00 which equaled \$32,400.00 annually. Larry has moved on to providing Private Provider Services therefore, the Town has requested bids for Building Official Services.

Bids were advertised in both local newspapers and on the Town's website.

Bids were due on Thursday, March 25, 2021 by 5pm.

The Town received one bid from Mr. Bryan Higginbotham.

Mr. Higginbotham wishes to provide Building Official, Building Inspection and Plan Review Services to the Town of Hilliard not to exceed 2 million dollars, for the term of April 1, 2021 to March 31, 2022, projects over 2 million dollars shall be contracted separately.

The agreement may be extended on an annual basis automatically with a 3% increase each year provided approved by the Town of Hilliard.

Contractor Services cost for services rendered is \$33,000.00 annually with contractor agreeing to submit monthly for payment.

Contractor agrees to maintain in good standing and keep current Building Code Administrator BU1851, professional license and Contractor agrees to maintain professional liability insurance with policy limit of \$1,000,000.00 which the Town of Hilliard shall be listed as an additional insured.

FINANCIAL IMPACT:

\$33,000.00 annually for Building Official Services which is within the current budgeted.

RECOMMENDATION:

Contract approval upon the Town Attorney's review and concurrence.

Lisa Purvis

From: Bryan Higginbotham <bryhig78@yahoo.com>
Sent: Wednesday, March 10, 2021 9:40 PM
To: Lisa Purvis
Subject: Interim Building Official Services

Mrs. Purvis,

Thank you for contacting me in reference to the Town Of Hilliard's possible need for interim Building Official services. In the event the jurisdiction does need interim services I would be happy to help out. With my current contracts the available time that I have is Tuesday and Thursday afternoons each week. The charge would be a flat rate of \$320.00 per day. If I can be of any assistance please let me know.

Kind Regards,
Bryan Higginbotham

Sent from my iPhone

BYRAN HIGGINBOTHAM

Glen Saint Mary, FL 32040 | 904-334-5168 | bryhig78@yahoo.com

SUMMARY

Hardworking Building Inspector adept at identifying repetitive issues and specific construction problems. Enthusiastic about working with project managers, contractors and owners in a collaborative capacity to resolve problems.

SKILLS

- Complex Problem-Solving
- Reading Comprehension
- Time Management
- Management of Personnel Resources
- Microsoft Word
- Email Software

EXPERIENCE

01/2019 to Current

Building Official

Town of Baldwin — Baldwin, FL

- Read and interpreted drawings and assessed construction against plans.
- Gave information about methods and materials to correct problems and bring construction in compliance with ordinances and codes.
- Evaluated whether work was in accordance with all applicable city, state and federal guidelines, as well as applicable discipline-specific codes.
- Performed inspections of current construction, refurbishment and repair projects.

02/2017 to Current

Building Official

City of Macclenny — Macclenny, FL

- Maintained up-to-date knowledge of inspection techniques, codes, ordinances and regulations.
- Read and interpreted drawings and assessed construction against plans.
- Evaluated whether work was in accordance with all applicable city, state and federal guidelines, as well as applicable discipline-specific codes.
- Performed inspections of current construction, refurbishment and repair projects.

08/2014 to Current

Building Official

Baker County Board of Commissioners — Macclenny, FL

- Evaluated whether work was in accordance with all applicable city, state and federal guidelines, as well as applicable discipline-specific

codes.

- Performed inspections of current construction, refurbishment and repair projects.
- Documented violations and issued documentation such as stop work orders to contractors or owners.
- Maintained up-to-date knowledge of inspection techniques, codes, ordinances and regulations.

EDUCATION AND TRAINING

06/1998

Baker County Senior High School — Glen Saint Mary, FL



REFERENCES

Sara Little (County Manager)
Baker County Administration
55 N 3d Street
MacClenny, FL 32063
904-259-3613

Sean Lynch (Baldwin Mayor)
Town of Baldwin
10 US Hwy 90 West
Baldwin, FL 32234
901-266-5031

Phil Rhoden (City Manager)
City of Macclenny
118 E MacClenny Ave
MacClenny, FL 32063
904-259-6261

*** Note: This is an automated email. Do NOT reply to this message.

	Ron DeSantis, Governor	Julie I. Brown, Secretary	
<p>STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BUILDING CODE ADMINISTRATORS & INSPECTOR</p> <p>THE BUILDING CODE ADMINISTRATOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES</p> <p>HIGGINBOTHAM, BRYAN LEE 11086 JD SMITH TRL GLEN ST. MARY FL 32040</p> <p>LICENSE NUMBER: BU1851 EXPIRATION DATE: NOVEMBER 30, 2023 Always verify licenses online at MyFloridaLicense.com</p> <p></p> <p>Do not alter this document in any form. This is your license. It is unlawful for anyone other than the licensee to use this document.</p>			

Florida DRIVER LICENSE

4a DLN **H251-072-79-385-0** 9 CLASS **E**

1 **HIGGINBOTHAM**
2 **BRYAN LEE**
3 **11135 WARREN THOMPSON RD**
4 **GLEN ST MARY, FL 32040**

3 DOB **10/25/1979** 15 SEX **M**
4b EXP **10/25/2027** 16 HGT **5'-11"**
12 REG **NONE** 9b END **NONE**

SAFE DRIVER
4a ISS **10/14/2019**
SDD **E731910140082**

Operation of a motor vehicle constitutes
consent to any sobriety test required by law.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: April 07, 2022

FROM: ***Bryan Higginbotham - Town Building Official / Inspector Services***

SUBJECT: Quarterly Report - January 01, 2022, through March 31, 2022

BACKGROUND:

Summary of activities performed from January 01, 2022, through March 31, 2022:

Report #1 - Screen print that shows all the inspections performed by permit type, location, date paid, date of inspection, and if the inspection passed or failed.

Report #2 - Project Payment Report that shows the permit number, dated paid, name, address, and amount paid.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Accept Report.

Selection

Incident Code * - All

Task Code

Status Closed

Incident Task

Assignment

User * - All

Group BP

Priority * - All

Types * - All

Task Dates

Origination 99/99/9999

Due 99/99/9999

Resolution 01/01/2022 03/31/2022

Task Type ☒ Regular ☐ Document

Task	Incident	Property	Sz	P	D	Group	User	Origination	Due	Resolution
6309-REINSPECTION	5762-Z-BLD-FINAL	27157 NEW FRONT ST	C	1		BP		2/08/22	8/07/22	2/08/22 APPROVED/PASS
6291-REINSPECTION	5755-Z-INSULATION	37161 RAILROAD ST	C	1	P	BP	bhigg	2/01/22	2/02/22	2/08/22 PASSED
6306-DOCUMENT	5773-Z-WINDOW CER	15730 CR 108	C	1	P	BP	bhigg	2/07/22	2/08/22	2/08/22 RECEIVED
6228-INSPECTION	5699-Z-BLD-FINAL	37002 INGHAM RD	C	1	P	BP	bhigg	1/19/22	1/20/22	2/10/22 FAILED
6317-INSPECTION	5783-Z-SHED FINAL	27029 W THIRD AVE	C	1	P	BP	bhigg	2/11/22	2/14/22	2/15/22 APPROVED/PASS
6319-INSPECTION	5784-Z-ROOF IN PROG	37205 SOUTHERN GLEN WAY LOT18	C	1	P	BP	bhigg	2/11/22	2/14/22	2/15/22 APPROVED/PASS
6323-INSPECTION	5788-Z-ROOF FINAL	37205 SOUTHERN GLEN WAY LOT18	C	1		BP	bhigg	2/16/22	2/17/22	2/15/22 APPROVED/PASS
6321-INSPECTION	5786-Z-CHANGE	27171 W SECOND AVE	C	1	P	BP	bhigg	2/15/22	2/16/22	2/17/22 APPROVED/PASS
6322-INSPECTION	5787-Z-UNDERGROUN	551943 US HWY 1	C	1	P	BP	bhigg	2/16/22	2/17/22	2/17/22 APPROVED/PASS
6324-INSPECTION	5789-Z-DECK FRAMING	15730 CR 108	C	1	P	BP	bhigg	2/16/22	2/17/22	2/17/22 APPROVED/PASS
6325-INSPECTION	5790-Z-FRAME	15730 CR 108	C	1	P	BP	bhigg	2/16/22	2/17/22	2/17/22 APPROVED/PASS
6327-INSPECTION	5792-Z-MEC ROUGH	15730 CR 108	C	1	P	BP	bhigg	2/16/22	2/17/22	2/17/22 APPROVED/PASS
6329-INSPECTION	5793-Z-MISC	27175 NEW FRONT ST	C	1	P	BP	bhigg	2/16/22	2/17/22	2/17/22 APPROVED/PASS
6330-INSPECTION	5794-Z-MEC-FINAL	27171 W SECOND AVE	C	1		BP	bhigg	2/17/22	2/18/22	2/17/22 APPROVED/PASS
6326-INSPECTION	5791-Z-ELE ROUGH	15730 CR 108	C	1	P	BP	bhigg	2/16/22	2/15/22	2/18/22 APPROVED/PASS
6331-INSPECTION	5795-Z-MISC	37792 EASTWOOD RD	C	1	P	BP	bhigg	2/21/22	2/22/22	2/22/22 APPROVED/PASS
6332-INSPECTION	5796-Z-ROOF FINAL	27034 W TENTH AVE	C	1	P	BP	bhigg	2/21/22	2/22/22	2/22/22 APPROVED/PASS
6336-INSPECTION	5800-Z-ELE-FINAL	3714 CODY CIRCLE M-12	C	1	P	BP	bhigg	2/22/22	2/23/22	2/22/22 APPROVED/PASS
6339-INSPECTION	5803-Z-ELE-FINAL	37792 EASTWOOD RD	C	1		BP	bhigg	2/22/22	2/23/22	2/22/22 APPROVED/PASS
6333-INSPECTION	5797-Z-INSULATION	15730 CR 108	C	1	P	BP	bhigg	2/22/22	2/23/22	2/22/22 APPROVED/PASS
6340-REINSPECTION	5797-Z-INSULATION	15730 CR 108	C	1		BP	bhigg	2/22/22	2/23/22	2/22/22 FAILED
6341-REINSPECTION	5797-Z-INSULATION	15730 CR 108	C	1	P	BP	bhigg	2/22/22	2/23/22	2/22/22 FAILED
6313-INSPECTION	5779-Z-SETUP	3737 WEBB ST	C	1	P	BP	bhigg	2/23/22	2/24/22	2/24/22 APPROVED/PASS
6351-INSPECTION	5813-Z-CHANGE	271 PURVIS LN	C	1	P	BP	bhigg	3/01/22	3/02/22	3/01/22 APPROVED/PASS
6354-INSPECTION	5816-Z-MEC-FINAL	271 PURVIS LN	C	1		BP	bhigg	3/02/22	3/03/22	3/01/22 APPROVED/PASS
6363-INSPECTION	5825-Z-MISC	361570 PINE ST	C	1	P	BP	bhigg	3/04/22	3/02/22	3/02/22 APPROVED/PASS
6356-INSPECTION	5818-Z-ROOF IN PROG	3799 FRIENDSHIP CT	C	1	P	BP	bhigg	3/02/22	3/03/22	3/03/22 APPROVED/PASS
6357-INSPECTION	5819-Z-MISC	15726 CR 108	C	1	P	BP	bhigg	3/03/22	3/04/22	3/03/22 APPROVED/PASS
6358-INSPECTION	5820-Z-ROOF FINAL	3799 FRIENDSHIP CT	C	1		BP	bhigg	3/03/22	3/04/22	3/03/22 APPROVED/PASS
6359-INSPECTION	5821-Z-FRAME	15726 CR 108	C	1	P	BP	bhigg	3/03/22	3/04/22	3/03/22 APPROVED/PASS
6360-INSPECTION	5822-Z-MEC ROUGH	15726 CR 108	C	1		BP	bhigg	3/03/22	3/04/22	3/03/22 APPROVED/PASS
6361-INSPECTION	5823-Z-ELE ROUGH	15726 CR 108	C	1		BP	bhigg	3/03/22	3/04/22	3/03/22 APPROVED/PASS
6362-INSPECTION	5824-Z-ELE ROUGH	361570 PINE ST	C	1		BP	bhigg	3/03/22	3/04/22	3/03/22 APPROVED/PASS
6366-INSPECTION	5828-Z-MISC	27291 W FIRST AVE	C	1	P	BP	bhigg	3/07/22	3/08/22	3/07/22 APPROVED/PASS
6367-INSPECTION	5829-Z-DEMO-FINAL	27291 W FIRST AVE	C	1	P	BP	bhigg	3/07/22	3/08/22	3/08/22 APPROVED/PASS
6370-INSPECTION	5832-Z-INSULATION	15726 CR 108	C	1	P	BP	bhigg	3/08/22	3/09/22	3/08/22 FAILED
6377-INSPECTION	5838-Z-MEC-FINAL	37516 OXFORD ST	C	1	P	BP	bhigg	3/09/22	3/10/22	3/10/22 APPROVED/PASS
6380-INSPECTION	5841-Z-ELE-FINAL	37041 S PINE ST	C	1		BP	bhigg	3/10/22	3/10/22	3/10/22 APPROVED/PASS
6381-INSPECTION	5842-Z-MISC	27078 W NINTH AVE	C	1	P	BP	No Inspector	3/10/22	3/11/22	3/10/22 APPROVED/PASS
6378-INSPECTION	5839-Z-SHEATH	15750 CR 108	C	1	P	BP	bhigg	3/09/22	3/10/22	3/10/22 FAILED
6383-INSPECTION	5843-Z-REPIPE	37119 CANTERBURY 4	C	1	P	BP	bhigg	3/11/22	3/14/22	3/15/22 APPROVED/PASS
6390-INSPECTION	5850-Z-TAPOUT	15750 CR 108	C	1	P	BP	bhigg	3/14/22	3/15/22	3/15/22 APPROVED/PASS
6393-INSPECTION	5853-Z-MISC	27147 W TWELFTH AVE	C	1	P	BP	bhigg	3/15/22	3/16/22	3/15/22 APPROVED/PASS
6407-INSPECTION	5867-Z-PLB-FINAL	37119 CANTERBURY 4	C	1		BP	bhigg	3/17/22	3/18/22	3/15/22 APPROVED/PASS
6408-INSPECTION	5868-Z-BLD-FINAL	38002 EASTWOOD RD	C	1	P	BP	No Inspector	3/17/22	3/15/22	3/15/22 APPROVED/PASS
6409-INSPECTION	5869-Z-BLD-FINAL	37638 EASTWOOD RD	C	1		BP	bhigg	3/17/22	3/15/22	3/15/22 APPROVED/PASS
6391-INSPECTION	5851-Z-ROOF MAT ATT	15750 CR 108	C	1	P	BP	bhigg	3/14/22	3/15/22	3/17/22 APPROVED/PASS
6401-INSPECTION	5861-Z-ROOF FINAL	36082 PINE ST	C	1	P	BP	bhigg	3/16/22	3/17/22	3/17/22 APPROVED/PASS
6403-INSPECTION	5863-Z-HIGH WIND CO	15750 CR 108	C	1	P	BP	bhigg	3/17/22	3/18/22	3/17/22 APPROVED/PASS
6406-INSPECTION	5866-Z-MEC-FINAL	37418 ORANGE ST	C	1	P	BP	bhigg	3/17/22	3/18/22	3/17/22 APPROVED/PASS
6410-INSPECTION	5870-Z-SEWER	3737 WEBB ST	C	1		BP	No Inspector	3/17/22	3/18/22	3/17/22 APPROVED/PASS
6414-INSPECTION	5874-Z-TEMP POLE	27474 W FOURTH AVE	C	1	P	BP	bhigg	3/18/22	3/21/22	3/18/22 APPROVED/PASS
6415-INSPECTION	5875-Z-SHED FINAL	27157 NEW FRONT ST	C	1	P	BP	bhigg	3/21/22	3/22/22	3/22/22 APPROVED/PASS
6416-INSPECTION	5876-Z-MH-FINAL	3737 WEBB ST	C	1	P	BP	bhigg	3/21/22	3/22/22	3/22/22 APPROVED/PASS
6424-INSPECTION	5883-Z-ELE-FINAL	3737 WEBB ST	C	1		BP	bhigg	3/22/22	3/23/22	3/22/22 APPROVED/PASS
6425-INSPECTION	5884-Z-MEC-FINAL	3737 WEBB ST	C	1		BP	bhigg	3/22/22	3/23/22	3/22/22 APPROVED/PASS
6428-INSPECTION	5885-Z-PLB-FINAL	3737 WEBB ST	C	1		BP	bhigg	3/22/22	3/23/22	3/22/22 APPROVED/PASS
6428-INSPECTION	5888-Z-SHED FINAL	37375 MILL ST	C	1	P	BP	bhigg	3/23/22	3/24/22	3/24/22 APPROVED/PASS
6430-INSPECTION	5890-Z-ELE-FINAL	37114 W 4TH ST	C	1	P	BP	bhigg	3/24/22	3/25/22	3/24/22 APPROVED/PASS
6431-INSPECTION	5891-Z-MEC-FINAL	37114 W FOURTH ST	C	1	P	BP	bhigg	3/24/22	3/25/22	3/24/22 APPROVED/PASS
6432-INSPECTION	5892-Z-PLB-FINAL	37114 W FOURTH ST	C	1		BP	bhigg	3/24/22	3/25/22	3/24/22 APPROVED/PASS
6426-INSPECTION	5886-Z-BLD-FINAL	37114 W FOURTH ST	C	1	P	BP	bhigg	3/22/22	3/23/22	3/24/22 FAILED
6434-REINSPECTION	5886-Z-BLD-FINAL	37114 W FOURTH ST	C	1	P	BP	bhigg	3/24/22	9/20/22	3/29/22 APPROVED/PASS
6445-INSPECTION	5904-Z-TAPOUT	27313 W FIRST AVE	C	1	P	BP	bhigg	3/30/22	3/31/22	3/31/22 APPROVED/PASS
6446-INSPECTION	5905-Z-TAPOUT	27291 W FIRST AVE	C	1	P	BP	bhigg	3/30/22	3/31/22	3/31/22 APPROVED/PASS
6448-INSPECTION	5907-Z-MISC	36841 PINE ST	C	1	P	BP	bhigg	3/30/22	3/31/22	3/31/22 APPROVED/PASS

Project Maint

Print

Print All

New Task

View Task

Resolve Task

New Incident

View Incident

Sorted By: Resolution - Ascending

mcockerham

Selection

Incident Code * - All

Task Code

Status Closed

Incident Task

Assignment

User * - All

Group BP

Priority * - All

Types * - All

Task Dates

Origination 99/99/9999

Due 99/99/9999

Resolution 01/01/2022 03/31/2022

Task Type Regular Document

Task #	Incident #	Property #	S	P	D	Group #	User #	Origination	Due #	Resolution #
6177-INSPECTION	5650-Z-MISC	3737 WEBB ST	C	1	P	BP	bhigg	1/03/22	1/04/22	1/03/22 APPROVED/PASS
6008-REINSPECTION	5488-Z-BLD-FINAL	27461 NEW FRONT ST	C	1	P	BP	bhigg	10/15/21	4/13/22	1/04/22 APPROVED/PASS
6163-INSPECTION	5636-Z-UNDERGROUN	15730 CR 108	C	1	P	BP	bhigg	12/27/21	12/28/21	1/04/22 APPROVED/PASS
6171-INSPECTION	5644-Z-FOUND	15726 CR 108	C	1	P	BP	bhigg	1/03/22	1/04/22	1/04/22 APPROVED/PASS
6172-INSPECTION	5645-Z-FOUND	15730 CR 108	C	1	P	BP	bhigg	1/03/22	1/04/22	1/04/22 APPROVED/PASS
6173-INSPECTION	5646-Z-FOUND	37093 NEW OAK ST	C	1	P	BP	bhigg	1/03/22	1/04/22	1/04/22 APPROVED/PASS
6174-INSPECTION	5647-Z-DEMO-FINAL	3737 WEBB ST	C	1	P	BP	bhigg	1/03/22	1/04/22	1/04/22 APPROVED/PASS
6238-INSPECTION	5708-Z-ROOF MAT ATT	27078 W NINTH AVE	C	1	P	BP	No Inspector	1/23/22	1/04/22	1/04/22 APPROVED/PASS
6181-INSPECTION	5654-Z-MISC	27247 W THIRD AVE	C	1	P	BP	No Inspector	1/04/22	1/05/22	1/05/22 FAILED
6183-INSPECTION	5656-Z-TEMP POLE	27078 W NINTH AVE	C	1	P	BP	No Inspector	1/05/22	1/06/22	1/06/22 APPROVED/PASS
6187-INSPECTION	5659-Z-MISC	37041 S PINE ST	C	1	P	BP	bhigg	1/06/22	1/07/22	1/06/22 APPROVED/PASS
6195-INSPECTION	5667-Z-SHED FINAL	37041 S PINE ST	C	1	P	BP	bhigg	1/06/22	1/07/22	1/06/22 APPROVED/PASS
6196-INSPECTION	5668-Z-ELE-FINAL	37041 S PINE ST	C	1	P	BP	bhigg	1/06/22	1/07/22	1/06/22 APPROVED/PASS
6197-INSPECTION	5669-Z-SHED FINAL	37041 S PINE ST	C	1	P	BP	bhigg	1/06/22	1/07/22	1/06/22 APPROVED/PASS
6198-INSPECTION	5670-Z-PLB-FINAL	37041 S PINE ST	C	1	P	BP	bhigg	1/06/22	1/07/22	1/06/22 APPROVED/PASS
6200-INSPECTION	5672-Z-FRAME	37093 NEW OAK ST	C	1	P	BP	bhigg	1/08/22	1/10/22	1/12/22 APPROVED/PASS
6204-INSPECTION	5676-Z-POOL STEEL &	36841 PINE ST	C	1	P	BP	bhigg	1/11/22	1/12/22	1/12/22 FAILED
6237-INSPECTION	5707-Z-SHEATH	37662 SOLI DEO GLORIA WAY	C	1	P	BP	No Inspector	1/23/22	1/13/22	1/13/22 APPROVED/PASS
6301-INSPECTION	5768-Z-TAPOUT	37662 SOLI DEO GLORIA WAY	C	1	P	BP	bhigg	2/03/22	1/13/22	1/13/22 APPROVED/PASS
6207-REINSPECTION	5676-Z-POOL STEEL &	36841 PINE ST	C	1	P	BP	bhigg	1/12/22	7/11/22	1/14/22 APPROVED/PASS
6215-INSPECTION	5686-Z-TEMP POLE	37662 SOLI DEO GLORIA WAY	C	1	P	BP	No Inspector	1/14/22	1/17/22	1/14/22 APPROVED/PASS
6210-INSPECTION	5681-Z-MISC	37203 PECAN ST	C	1	P	BP	bhigg	1/13/22	1/14/22	1/18/22 APPROVED/PASS
6217-INSPECTION	5688-Z-SHEATH	15726 CR 108	C	1	P	BP	bhigg	1/17/22	1/18/22	1/18/22 APPROVED/PASS
6218-INSPECTION	5689-Z-SHEATH	15730 CR 108	C	1	P	BP	bhigg	1/17/22	1/18/22	1/18/22 APPROVED/PASS
6221-INSPECTION	5692-Z-BLD-FINAL	37203 PECAN ST	C	1	P	BP	bhigg	1/18/22	1/19/22	1/18/22 APPROVED/PASS
6249-INSPECTION	5718-Z-ELE-FINAL	37054 W FOURTH ST	C	1	P	BP	No Inspector	1/24/22	1/19/22	1/19/22 APPROVED/PASS
6251-INSPECTION	5720-Z-MEC-FINAL	37054 W FOURTH ST	C	1	P	BP	No Inspector	1/24/22	1/19/22	1/19/22 APPROVED/PASS
6253-INSPECTION	5722-Z-PLB-FINAL	37054 W FOURTH ST	C	1	P	BP	No Inspector	1/24/22	1/19/22	1/19/22 APPROVED/PASS
6258-INSPECTION	5727-Z-BLD-FINAL	37054 W FOURTH ST	C	1	P	BP	No Inspector	1/24/22	1/19/22	1/19/22 APPROVED/PASS
6219-INSPECTION	5690-Z-MISC	27157 NEW FRONT ST	C	1	P	BP	bhigg	1/18/22	1/19/22	1/20/22 APPROVED/PASS
6220-INSPECTION	5691-Z-ROOF IN PROG	37108 SOUTHERN GLEN WAY LOT25	C	1	P	BP	bhigg	1/18/22	1/19/22	1/20/22 APPROVED/PASS
6222-INSPECTION	5693-Z-TEMP POLE	15750 CR 108	C	1	P	BP	bhigg	1/18/22	1/20/22	1/20/22 APPROVED/PASS
6227-INSPECTION	5698-Z-TAPOUT	15726 CR 108	C	1	P	BP	bhigg	1/19/22	1/20/22	1/20/22 APPROVED/PASS
6247-INSPECTION	5716-Z-ROOF FINAL	37108 SOUTHERN GLEN WAY LOT25	C	1	P	BP	bhigg	1/24/22	1/20/22	1/20/22 APPROVED/PASS
6223-INSPECTION	5694-Z-TEMP POLE	15726 CR 108	C	1	P	BP	bhigg	1/19/22	1/20/22	1/20/22 FAILED
6262-INSPECTION	5731-Z-FRAME	37161 RAILROAD ST	C	1	P	BP	bhigg	1/25/22	1/20/22	1/20/22 FAILED
6239-INSPECTION	5709-Z-UNDERGROUN	27078 W NINTH AVE	C	1	P	BP	No Inspector	1/23/22	1/04/22	1/23/22 APPROVED/PASS
6225-INSPECTION	5696-Z-HIGH WIND CO	37161 RAILROAD ST	C	1	P	BP	bhigg	1/19/22	1/20/22	1/25/22 APPROVED/PASS
6259-INSPECTION	5728-Z-TEMP POLE	15730 CR 108	C	1	P	BP	bhigg	1/25/22	1/26/22	1/25/22 APPROVED/PASS
6263-REINSPECTION	5731-Z-FRAME	37161 RAILROAD ST	C	1	P	BP	bhigg	1/25/22	7/24/22	1/25/22 APPROVED/PASS
6274-INSPECTION	5742-Z-ELE ROUGH	37161 RAILROAD ST	C	1	P	BP	bhigg	1/25/22	1/25/22	1/25/22 APPROVED/PASS
6275-INSPECTION	5743-Z-MEC ROUGH	37161 RAILROAD ST	C	1	P	BP	bhigg	1/27/22	1/25/22	1/25/22 APPROVED/PASS
6234-REINSPECTION	5694-Z-TEMP POLE	15726 CR 108	C	1	P	BP	bhigg	1/21/22	7/20/22	1/26/22 APPROVED/PASS
5940-INSPECTION	5426-Z-SHED FINAL	2752 BRITTANY PLACE	C	1	P	BP	bhigg	9/14/21	9/15/21	1/27/22 APPROVED/PASS
6264-INSPECTION	5732-Z-UNDERGROUN	15750 CR 108	C	1	P	BP	bhigg	1/26/22	1/27/22	1/27/22 APPROVED/PASS
6273-INSPECTION	5741-Z-ROOF IN PROG	27061 COUNTRY DR	C	1	P	BP	bhigg	1/27/22	1/28/22	1/27/22 APPROVED/PASS
6276-INSPECTION	5744-Z-SLAB	37114 W FOURTH ST	C	1	P	BP	bhigg	1/27/22	1/28/22	1/27/22 APPROVED/PASS
6277-INSPECTION	5745-Z-ROOF FINAL	27061 COUNTRY DR	C	1	P	BP	bhigg	1/28/22	1/31/22	1/27/22 APPROVED/PASS
6283-INSPECTION	5751-Z-UNDERGROUN	27484 W THIRD AVE	C	1	P	BP	No Inspector	1/31/22	2/01/22	1/27/22 APPROVED/PASS
6280-INSPECTION	5748-Z-SHED FINAL	551630 US HWY 1	C	1	P	BP	No Inspector	1/31/22	2/01/22	1/31/22 APPROVED/PASS
6282-INSPECTION	5750-Z-TEMP POLE	27484 W THIRD AVE	C	1	P	BP	No Inspector	1/31/22	1/28/22	1/31/22 APPROVED/PASS
6284-INSPECTION	5752-Z-FOUND	27484 W THIRD AVE	C	1	P	BP	No Inspector	1/31/22	2/01/22	1/31/22 APPROVED/PASS
6285-INSPECTION	5753-Z-UNDERGROUN	27492 W THIRD AVE	C	1	P	BP	No Inspector	1/31/22	2/01/22	1/31/22 APPROVED/PASS
6286-INSPECTION	5754-Z-FOUND	27492 W THIRD AVE	C	1	P	BP	No Inspector	1/31/22	2/01/22	1/31/22 APPROVED/PASS
6279-INSPECTION	5747-Z-FOUND	15750 CR 108	C	1	P	BP	bhigg	1/31/22	2/01/22	2/01/22 APPROVED/PASS
6290-INSPECTION	5758-Z-ELE-FINAL	37002 NEW OAK ST	C	1	P	BP	bhigg	2/01/22	2/02/22	2/01/22 APPROVED/PASS
6287-INSPECTION	5755-Z-INSULATION	37161 RAILROAD ST	C	1	P	BP	bhigg	2/01/22	2/02/22	2/01/22 FAILED
6294-INSPECTION	5761-Z-ROOF FINAL	551894 US HWY 1	C	1	P	BP	bhigg	2/01/22	2/02/22	2/03/22 APPROVED/PASS
6296-INSPECTION	5763-Z-PLB-FINAL	27157 NEW FRONT ST	C	1	P	BP	bhigg	2/01/22	2/02/22	2/03/22 APPROVED/PASS
6298-INSPECTION	5765-Z-MEC-FINAL	27157 NEW FRONT ST	C	1	P	BP	bhigg	2/01/22	2/02/22	2/03/22 APPROVED/PASS
6299-INSPECTION	5766-Z-ELE-FINAL	27648 W FOURTH AVE	C	1	P	BP	bhigg	2/03/22	2/02/22	2/03/22 APPROVED/PASS
6303-INSPECTION	5770-Z-FOUND	27456 W FOURTH AVE	C	1	P	BP	bhigg	2/03/22	1/27/22	2/03/22 APPROVED/PASS
6304-INSPECTION	5771-Z-FOUND	27474 W FOURTH AVE	C	1	P	BP	bhigg	2/01/22	2/02/22	2/03/22 FAILED
6295-INSPECTION	5762-Z-BLD-FINAL	27157 NEW FRONT ST	C	1	P	BP	bhigg	2/01/22	2/02/22	2/03/22 APPROVED/PASS
6297-INSPECTION	5764-Z-FINAL	27157 NEW FRONT ST	C	1	P	BP	bhigg	2/01/22	2/02/22	2/03/22 APPROVED/PASS

Project Maint

Print

Print All

New Task

View Task

Resolve Task

New Incident

View Incident

Sorted By: Resolution - Ascending

mcockerham

03/31/2022 4:07 PM
 STATUS: ALL
 SEGMENT CODES: All
 FEE CODES: All

PROJECT PAYMENT REPORT

PAGE: 1

PROJECTS: THRU ZZZZZZZZZZ
 PAYMENT DATES: 1/01/2022 TO 3/31/2022
 SORTED BY: PROJECT

ITEM-5

PROJECT	PAY DATE	ISSUED TO	PROPERTY	TOTAL PAID	COMMENT
20210141	2/08/2022	WHITE, THOMAS T	27157 NEW FRONT ST	25.00CR	
20210165	1/10/2022	JONES, SCOTT	27456 W FOURTH AVE	9,684.30CR	
20210165	1/12/2022	JONES, SCOTT	27456 W FOURTH AVE	161.60CR	
20210166	1/12/2022	JONES, SCOTT	27474 W FOURTH AVE	9,845.90CR	
20210237	1/07/2022	FRANKLIN, MICHAEL C	27742 KENTUCKY ST	7,173.22CR	
20210238	1/12/2022	DAVIS, ROBERT M	36841 PINE ST	25.00CR	
20210239	3/29/2022	EDWARDS, CARYL	37114 W FOURTH ST	25.00CR	
20210279	1/07/2022	CARTER, CAREY	15750 CR 108	8,189.12CR	
20220001	1/03/2022	PICKETT, KRISTIN	37662 SOLI DEO GLORIA WAY	124.00CR	
20220001	1/27/2022	PICKETT, KRISTIN	37662 SOLI DEO GLORIA WAY	35.00CR	
20220002	1/03/2022	BUSY BEES LAUNDROMAT	551943 US HWY 1	204.00CR	
20220003	1/05/2022	ARULRAJ, NARGIS	37108 SOUTHERN GLEN WAY LOT25	74.78CR	
20220004	1/18/2022	FRANKLIN, MICHAEL C	27688 KENTUCKY ST	7,097.44CR	
20220005	1/05/2022	SOWING SEEDS, LLC	15726 CR 108	164.00CR	
20220006	1/05/2022	SOWING SEEDS, LLC	15730 CR 108	124.00CR	
20220007	1/12/2022	34 M STREET, LLC	27492 W THIRD AVE	9,707.29CR	
20220008	1/12/2022	34 M STREET, LLC	27484 W THIRD AVE	661.69CR	
20220010	1/12/2022	BY FRANKLIN PROPERTIES	27291 W FIRST AVE	50.00CR	
20220012	1/18/2022	34 M STREET, LLC	27492 W THIRD AVE	124.00CR	
20220013	1/18/2022	34 M STREET, LLC	27484 W THIRD AVE	124.00CR	
20220013	1/27/2022	34 M STREET, LLC	27484 W THIRD AVE	40.00CR	
20220014	1/18/2022	CARTER, CAREY	15750 CR 108	199.00CR	
20220015	1/25/2022	PICKETT, KRISTIN	37662 SOLI DEO GLORIA WAY	84.00CR	
20220017	3/03/2022	T-MOBILE/ATC	371105 OXFORD ST	207.00CR	
20220018	1/27/2022	T-MOBILE SOUTH LLC	371105 OXFORD ST	144.00CR	
20220019	1/21/2022	SKIPPER, TAMMIE R	27648 W FOURTH AVE	44.00CR	
20220021	1/25/2022	PRATHER, WENDY & SAMUEL	27061 COUNTRY DR	64.00CR	
20220022	1/28/2022	BETHLEHEM PRIMITIVE BAPTIST CH	27171 W SECOND AVE	69.00CR	
20220023	1/25/2022	CARTER, CAREY	15750 CR 108	182.00CR	
20220025	1/28/2022	JONES, DONNA L	27456 W FOURTH AVE	122.00CR	
20220026	1/28/2022	JONES, SCOTT	27456 W FOURTH AVE	122.00CR	
20220027	1/28/2022	34 M STREET LLC	27484 W THIRD AVE	122.00CR	
20220028	1/28/2022	34 M STREET, LLC	27492 W THIRD AVE	122.00CR	
20220029	2/01/2022	PICKETT, KRISTIN	37662 SOLI DEO GLORIA WAY	194.00CR	
20220030	1/28/2022	BISHOP, DAVID W JR	37500 ORANGE ST	122.00CR	
20220031	2/03/2022	SOWING SEEDS, LLC	15730 CR 108	44.00CR	
20220032	2/03/2022	SOWING SEEDS, LLC	15726 CR 108	44.00CR	
20220033	2/01/2022	L L PROPERTIES	27078 W NINTH AVE	44.00CR	
20220034	2/02/2022	MANCILLA, MARCO	37205 SOUTHERN GLEN WAY LOT18	54.00CR	
20220035	2/09/2022	DIANA, DEAN	27333 GEORGIA ST	1,199.80CR	
20220039	2/14/2022	AVINGER, E CHARLES	27034 W TENTH AVE	114.00CR	
20220040	2/21/2022	FRANKLIN, MICHAEL C	27688 KENTUCKY ST	128.00CR	
20220041	2/22/2022	DIANA, DEAN	27333 GEORGIA ST	54.00CR	
20220042	2/16/2022	DIANA, DEAN	27333 GEORGIA ST	128.00CR	

03/31/2022 4:07 PM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

PROJECT PAYMENT REPORT

PAGE: 2

PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 1/01/2022 TO 3/31/2022
SORTED BY: PROJECT

ITEM-5

PROJECT	PAY DATE	ISSUED TO	PROPERTY	TOTAL PAID	COMMENT
20220043	2/16/2022	DAVIS, ROBERT & VERONI	36841 PINE ST	54.00CR	
20220044	2/16/2022	FRANKLIN, MICHAEL C	27742 KENTUCKY ST	25.00CR	
20220045	2/16/2022	FRANKLIN, MICHAEL C	27688 KENTUCKY ST	25.00CR	
20220046	2/16/2022	BISHOP, DAVID W JR	27147 W TWELFTH AVE	25.00CR	
20220047	2/16/2022	34 M STREET, LLC	27492 W THIRD ST	49.00CR	
20220048	2/16/2022	34 M STREET, LLC	27484 W THIRD AVE	49.00CR	
20220049	2/16/2022	BETHANY EPISCOPAL CHURCH	15860 CR 108	69.00CR	
20220050	2/16/2022	BUSY BEES LAUNDROMAT	551943 US HWY 1	104.00CR	
20220051	2/18/2022	BROWN, LATASHIA	3737 WEBB ST	84.00CR	
20220052	2/18/2022	EASTWOOD OAKS APARTMENTS	3714 CODY CIRCLE M-12	44.00CR	
20220053	2/23/2022	BROWN, LATASHIA	3737 WEBB ST	44.00CR	
20220054	3/08/2022	BY FRANKLIN PROPERTIES	27291 W FIRST AVE	1,108.97CR	
20220055	3/08/2022	BY FRANKLIN PROPERTIES	27313 W FIRST AVE	10,154.57CR	
20220056	2/24/2022	ANDERSON, MARY A	27303 OHIO ST	9,045.60CR	
20220057	2/22/2022	BROWN, LATASHIA	3737 WEBB ST	44.00CR	
20220058	2/24/2022	PURVIS, LISA M	271 PURVIS LN	84.00CR	
20220060	3/01/2022	JONES, SCOTT	27474 W FOURTH AVE	49.00CR	
20220061	3/01/2022	JONES, SCOTT	27456 W FOURTH AVE	49.00CR	
20220062	3/09/2022	DIANA, DEAN	27333 GEORGIA ST	84.00CR	
20220063	3/02/2022	HOLDEN, MELISSA	3799 FRIENDSHIP CT	75.13CR	
20220064	3/04/2022	JONES, SCOTT	27474 W FOURTH AVE	164.00CR	
20220065	3/04/2022	JONES, DONNA L	27456 W FOURTH AVE	124.00CR	
20220066	3/11/2022	HALLMARK CANTERBURY, LLC	37119 CANTERBURY 4	54.00CR	
20220067	3/16/2022	C E FRANKLIN	15924 CR 108	54.00CR	
20220068	3/09/2022	EDWARDS, CARYL	37114 W 4TH ST	84.00CR	
20220070	3/28/2022	SOWING SEEDS, LLC	15726 CR 108	54.00CR	
20220071	3/28/2022	SOWING SEEDS, LLC	15730 CR 108	54.00CR	
20220072	3/11/2022	EDWARDS, CARYL	37114 W FOURTH ST	44.00CR	
20220073	3/16/2022	BERENGUER, EDWIN	27157 NEW FRONT ST	25.00CR	
20220074	3/21/2022	SANDCO TOWERS, LLC	35711 W FIRST ST	680.50CR	
20220076	3/23/2022	BY FRANKLIN PROPERTIES	27313 W FIRST AVE	164.00CR	
20220077	3/23/2022	BY FRANKLIN PROPERTIES	27291 W FIRST AVE	124.00CR	
20220078	3/17/2022	TORRES, STEPHEN	37418 ORANGE ST	40.00CR	
20220079	3/21/2022	SANDCO TOWERS, LLC	35711 W FIRST ST	144.00CR	
20220081	3/22/2022	EDWARDS, CARYL	37114 W FOURTH ST	122.00CR	
20220082	3/25/2022	ARMSTRONG, VIVIAN H	37390 OXFORD ST	239.00CR	
20220083	3/23/2022	CAMPBELL, TIM	361570 PINE ST	25.00CR	
20220087	3/25/2022	EASTWOOD OAKS, LLC	37031 CODY CIRCLE	54.00CR	
20220088	3/25/2022	EASTWOOD OAKS, LLC	37031 CODY CIRCLE	134.00CR	
20220089	3/25/2022	EASTWOOD OAKS, LLC	37031 CODY CIRCLE	84.00CR	
20220090	3/25/2022	EASTWOOD OAKS, LLC	37031 CODY CIRCLE	144.00CR	
20220091	3/25/2022	EASTWOOD OAKS, LLC	37031 CODY CIRCLE	129.00CR	
20220092	3/25/2022	EASTWOOD OAKS, LLC	37031 CODY CIRCLE	79.00CR	
20220093	3/25/2022	EASTWOOD OAKS, LLC	37031 CODY CIRCLE	64.00CR	

PROJECT	PAY DATE	ISSUED TO	PROPERTY	TOTAL PAID	COMMENT
20220094	3/25/2022	EASTWOOD OAKS, LLC	37031 CODY CIRCLE	79.00CR	
20220095	3/25/2022	EASTWOOD OAKS, LLC	37031 CODY CIRCLE	64.00CR	
20220096	3/25/2022	EASTWOOD OAKS, LLC	37031 CODY CIRCLE	79.00CR	
20220097	3/25/2022	EASTWOOD OAKS, LLC	37031 CODY CIRCLE	159.00CR	
20220098	3/25/2022	EASTWOOD OAKS, LLC	37031 CODY CIRCLE	150.32CR	
20220099	3/25/2022	EASTWOOD OAKS, LLC	37031 CODY CIRCLE	159.00CR	
20220100	3/25/2022	EASTWOOD OAKS, LLC	37031 CODY CIRCLE	184.00CR	
20220101	3/25/2022	EASTWOOD OAKS, LLC	37031 CODY CIRCLE	64.00CR	
20220102	3/29/2022	BY FRANKLIN PROPERTIES	27313 W FIRST AVE	110.00CR	
20220103	3/30/2022	BY FRANKLIN PROPERTIES	27291 W FIRST AVE	110.00CR	
20220111	3/30/2022	AIKEN, BUDDY	37105 W THIRD ST	44.00CR	
20220238	2/11/2022	FRANKLIN, MICHAEL C	27742 KENTUCKY ST	134.00CR	

TOTAL ALL PROJECTS: 100 82,752.23CR

** SEGMENT CODE TOTALS **		
SEGMENT CODE	DESCRIPTION	TOTAL PAID
01-NRES	NEW RESIDENTIAL BUILDING	52,992.84CR
01-RADD	RESIDENTIAL ADDITION	239.00CR
01-RESBULD	NEW RESIDENTIAL BUILDING	10,816.26CR
01-RREM	RESIDENTIAL REMODEL	1,368.80CR
CELL TOWER	CELL TOWER	887.50CR
CULVERT	CULVERT	100.00CR
DEMO	DEMOLITION	50.00CR
ELE	ELECTRICAL	2,374.00CR
MEC-COM	MECHANICAL - COMMERCIAL	69.00CR
MEC-RES	MECHANICAL - RESIDENTIAL	693.00CR
MH	MOBILE HOME	9,045.60CR
PLB-COM	PLUMBING - COMMERCIAL	158.00CR
PLB-SFR	PLUMBING - SINGLE FAM RES	1,640.00CR
POOL	SWIMMING POOL	25.00CR
ROOF	ROOF	2,224.23CR
SHED-MANF	MANUFACTURED SHED	25.00CR
UNAPPLIED	UNAPPLIED CREDITS	44.00CR
TOTAL		82,752.23CR

STATUS: ALL

SEGMENT CODES: All

FEE CODES: All

PROJECTS: THRU ZZZZZZZZZZ

PAYMENT DATES: 1/01/2022 TO 3/31/2022

SORTED BY: PROJECT

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** FEE CODE TOTALS **

FEE CODE	DESCRIPTION	TOTAL PAYMENTS	TOTAL PAID
1-REINSP	REINSPECTION FEE	3	75.00CR
ADD/ALT	ADDITIONS/ALTERATIONS PERMIT F	1	35.00CR
ADDRESS	ADDRESSING 911	2	20.00CR
BLD-03	BLDG PERMIT FEE CONST COST SQF	14	7,133.50CR
CULV-PERM	CULVERT INST PERMIT	4	100.00CR
DEMO	DEMOLITION FEES	1	50.00CR
ELE RES	INTERIOR WIRING / RE WIRE	12	525.00CR
ELE- ADD 2	ELE RES ADD . REPAIR CHANGE	3	120.00CR
ELE-200	ELE SERVICE - 200 AMPS	11	880.00CR
ELE-400	ELE SERVICE - 400 AMPS	2	230.00CR
ELE-800	ELE SERVICE - 800 AMPS	1	140.00CR
ELE-POOLR	RES SWIMMING POOL WIRING	1	50.00CR
ELE-TEMP	TEMPORARY POLE	5	200.00CR
IMPACT-MH	EDUCATION IMPACT FEE - MOBILE	1	5,430.60CR
IMPACT-SF	EDUCATION IMPACT FEE - SINGLE	7	38,014.20CR
LAND USE	PERMIT REVIEW FEE RES MULTI CO	7	441.00CR
LAND USE 2	PERMIT REVIEW FEE ACCESSORY	3	75.00CR
MEC R C 1	RES/COM NEW UNITS UP TO 2.5 TO	5	240.00CR
MEC R C 2	RES/COM NEW UNITS 3 TON	4	180.00CR
MEC RMHC01	RES MH COMM CHANGE OUT UP TO 3	3	160.00CR
MEC RMHC05	RES MH COMM CHANGE OUT 5 TON	2	130.00CR
OVERPAY	OVERPAYMENT, UNAPPLIED CREDIT,	1	44.00CR
PLB COMI	PLB COMM NTERIOR/ EXTERIOR FI	1	7.50CR
PLB COMM	COMMERCIAL SITE WORK PIPING IN	1	50.00CR
PLB-COMB	PLB COMMERCIAL BASE FEE	1	40.00CR
PLB-COME	PLB COMMERCIAL EXTERIOR FIXTUR	1	52.50CR
PLB-SFB	PLB SINGLE FAMILY RES BASE FEE	14	560.00CR
PLB-SFE	PLB SINGLE FAMILY RES EXT FIXT	13	210.00CR
PLB-SFI	PLB SINGLE FAMILY RES INT FIXT	13	936.00CR
PR-03	PLAN REVIEW ESTMATED COSTS	15	2,886.24CR
ROOF	ROOFING NEW OR REROOF PERMIT	24	2,128.23CR
SDC-SEWER	SEWER SYSTEM DEV CHARGE, PER E	5	9,425.00CR
SDC-WATER	WATER SYSTEM DEV CHARGE, PER E	8	2,640.00CR
SURCHARGE	SURCHARGE	84	433.77CR
SURCHARGE1	SURCHARGE	1	9.69CR
TAP-SEWERN	SEWER TAP FEE	5	3,500.00CR
TAP-WATER	WATER TAP FEE	1	700.00CR
TAP-WATERN	WATER TAP FEE	7	4,900.00CR
TOTAL			82,752.23CR

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-00-101003	RESTR CASH-EDUC IMPACT FE	43,444.80
001-01-322000	BUILDING PERMITS	17,062.97CR
001-01-329000	ZONING REVENUE	536.00CR
001-01-329002	RADON	443.46CR
001-01-363290	EDUCATION IMPACT FEES	43,444.80CR
001-03-349000	CULVERT PERMITS - STREETS	100.00CR
401-00-101002	RESTR CASH-SYSTEM DEV CHA	12,065.00
401-06-349001	TAP-ON FEES - W&S	9,100.00CR
401-06-363240	SYSTEM DEVELOPMENT CHARGES	12,065.00CR
999-00-101000	POOLED CASH	27,242.43



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting

Meeting Date: April 7, 2022

FROM: ***Del Miley – Code Enforcement Officer***

SUBJECT: Town Council to review and accept the Code Enforcement Officers Quarterly Report for January 1, 2022 , through March 30, 2022.

BACKGROUND:

- (21) Lien Letter Inspections
- (38) Miscellaneous Inspections
- (2) Pool Permits
- (9) Carport/Building Inspection
- (4) Site Application Inspections
- (1) Business License Inspection
- (2) Zoning Signs Posted
- (4) Vehicles Removed by Owners
- (5) Cases closed

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Report Approval



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: April 7, 2022

FROM: ***Janis K. Fleet, AICP – Land Use Administrator***

SUBJECT: Town Council to review and accept the Land Use Administrators Quarterly Report for January 1, 2022, through March 31, 2022.

BACKGROUND:

See attached Report of Land Use Administrator activities for January 1, 2022, through March 31, 2022.

FINANCIAL IMPACT:

None

RECOMMENDATION:

Accept report.

Janis Fleet, AICP Land Use Administration

April 7, 2022, Town Council Meeting

The following is a summary of activities performed from January 1, 2022, through March 31, 2022:

- Planning and Zoning Board
 - Prepared agenda for the January, February, and March meetings.
 - Reviewed and finalized minutes for the January, February, and March meetings.
 - Prepared staff reports for all agenda items.
 - January Meeting – 1 agenda item
 - February Meeting – 3 agenda items
 - March Meeting - 3 agenda items
 - Presented potential revisions to Land Developments Regulations required by Comprehensive Plan update at the January, February, and March meetings.
 - Completed the draft update of the Land Development Regulation.
 - Prepared staff report for Special Exception for a Cell Tower to be located at 37511 West First Street.
 - Prepared staff report for the Site Clearing/Site Work permits for Craig Seabrooks.
 - Prepared staff report for Site Clearing/Site Work permits for BY Franklin Properties.
 - Prepared staff report for the Site Plan approval for the Cell Tower to be located at 37511 West First Street.
- Prepared advertisement for the ordinance to revise and replace Chapter 62.
- Prepared the advertisement and public notice for the 2 Variance Applications submitted by Christopher Goodin.
- Coordinated with the Public Works Department and Town's Engineer for Mr. Jones and Mr. McAlfee's projects.
- Held a pre-development conference with the developer and engineers of the Family Dollar Tree project.
- Held a pre-development conference with the developer and engineers for a commercial development on US 1.
- Coordinated with the agent, the School Board, and the Town Attorney on the Greenbrier School Concurrency agreement and vacation of Right of Way.
- Coordinated with the developer of the Whisper Ridge subdivision for infrastructure construction.
- Answered questions from property owners to discuss process for development.
- Attended Town Council Workshop on January 18 on infrastructure.
- Attended the Town Council meeting on February 3 for planning items on the agenda.
- Met with Tim Norman, Kellen Lindsay, Richie Rowes, Myra Cockerham, Richie Rhoades, Christian Waugh and Lisa Purvis via Zoom to develop a system to assure that infrastructure (water, sewer, and drainage) impacts are accounted for when developing housing on platted lots.
- Attended Town Workshop on March 28th on infrastructure.
- Responded to zoning/development requests submitted, an average of 2 to 3 a week.
- Reviews and signed off on business licenses.
- Reviewed and signed off on building permits, an average of 5 to 6 a week.
- Signed off on the "Certificate of Occupancy" for completed single family dwelling units.
- Prepared staff report for 2nd and Final reading of the ordinance for the Greenbrier PUD.
- Attended Town Council meeting for 2nd and Final reading of the ordinance adopting the Greenbrier PUD.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: April 7, 2022

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

SUBJECT: Town Council approval for Hilliard Gravity Sewer Overflow Pipe Project Change Order No. 1. Increase of \$4,520.00 in Contractor Price for addition cost for 20" PVC Pipe, Core Drill Wetwell for 20" PVC Pipe, with credit for 15' PVC Pipe and Core Drill Wetwell.

BACKGROUND:

This project was awarded on April 15, 2021, to the Kenton Group, Inc. dba Baldwin Quality Plumbing in the amount of \$110,075.00, which includes the Base Bid and Additive Alternate to replace 14 LF of undersized 8" pipe with 15" pipe. This change order is a result of the 15" pipe being upsized again to 20" pipe. After numerous requests the contractor finally provided a cost increase for the upsized pipe in the form of Change Order No. 1.

FINANCIAL IMPACT:

\$2,000.00	Additional cost for 20" PVC pipe.
\$2,300.00	Additional cost to core drill wetwell for 20" PVC pipe.
\$2,200.00	Additional cost for removal and replacement of unsuitable soils.
\$1,380.00	Credit for 15" PVC pipe not used.
<u>\$ 600.00</u>	Credit for cost to core drill wetwell for 15" PVC pipe.
\$4,520.00	Net changes (Increase)

The Capital Budget line item would need to be amended by adding \$4,520.00 making the total Capital expense for this project \$123,195.00, which includes engineering in the amount of \$8,600.00.

RECOMMENDATION:

Approval for Hilliard Gravity Sewer Overflow Pipe Project Change Order No. 1 an increase of \$4,520.00 and to amend the Capital Budget for Gravity Sewer Overflow Pipe Project by this same amount.

Invoice

Boring and Cutting Se

7575 BOB-O-LINK
jacksonville, fl 32219

Date	Invoice #
12/25/2021	10145

Bill To
Baldwin's Quality Plumbing 9556 Historic Kings Rd S . Jacksonville. Fl 32257 904-805-0660

Ship To
HILLIARD

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt	c	12/25/2021			
Quantity	Item Code	Description			Price Each	Amount
	Hand saw	PROVIDED LABOR AND EQUIPMENT TO CUT AND DRILL 24" PIPE			2300.00	2300.00
Thank you for your business.					Total	\$2300.00

RESOLUTION NO. 2022-03

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

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

ACQUIRE LAND ON THE NORTH SIDE AT HILLIARD AIRPARK

FDOT F.P. NUMBER 436590-1-94-01

WHEREAS, the State of Florida Department of Transportation and the Town of Hilliard have agreed to joint funding for the project; and the FDOT portion of which shall be at One Hundred Percent (100%) under the Rural Economic Development Initiative (REDI) or \$464,000.00 related to eligible project costs; and

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

NOW THEREFORE, be it resolved, as follows:

1. The Town of Hilliard confirms its desire to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation; and
2. Local project funds will initially be available for the project equating to One Hundred Percent (100%) under the Rural Economic Development initiative (REDI) or \$464,000.00 in facilitating the project; and
3. The Council President John P. Beasley, Town Clerk Lisa Purvis, and Mayor Floyd L. Vanzant, are hereby authorized to execute this Resolution on behalf of the Town of Hilliard; and
4. The Council President, Town Clerk and Mayor, of the Town of Hilliard, John P. Beasley, Lisa Purvis and Floyd L. Vanzant, are herein specifically authorized to enter and sign such documents as may be necessary, including the referenced Public Transportation Grant Agreement, future modifications, time extensions, and project scope changes with the State of Florida Department of Transportation.

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

John P. Beasley
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

Floyd L. Vanzant
Mayor

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 436590-1-94-01	Fund(s): Work Activity Code/Function: 215	DPTO	FLAIR Category: 088719
	Federal Number/Federal Award		Object Code: 751000
	Identification Number (FAIN) – Transit only: N/A		Org. Code: 55022020228
Contract Number:	Federal Award Date: N/A		Vendor Number: VF596018372005
CFDA Number: N/A	SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

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

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

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Acquire Land on the North Side at Hillard Airpark. The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656., as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- ___ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
___ *Additional Exhibit(s):

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

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31, 2024. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ___ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the ___ day of ___, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a.** Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b.** The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c.** If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d.** In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e.** The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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9. Project Cost:

- a. The estimated total cost of the Project is \$464,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$464,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

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

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

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

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

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

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

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

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

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

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

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

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

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

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

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

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

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims

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for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

This indemnification shall survive the termination of this Agreement."

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

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coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

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

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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

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

AGENCY Town of Hilliard

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: James M. Knight, P.E.

Title: _____

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

**PUBLIC TRANSPORTATION
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A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Hilliard Airpark Acquire Land on the North Side

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Land Acquisition: Purchase land on the north side of airport to be able to realign Pea Farm Road - As required by 215.971, F.S., this scope of work includes but is not limited to consultant and legal fees, costs of survey, appraisals, title search, deed preparation and land acquisition. It includes all materials, equipment, labor, and incidentals required to complete transfer of the subject property or properties to the sponsor. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Hilliard Airpark Acquire Land on the North Side

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

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

F. Transit Operating Grant Requirements (Transit Only):

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



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HILLIARD AIRPARK
Nassau County, Florida



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EXHIBIT B**Schedule of Financial Assistance**

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
436590-1-94-01	DPTO	088719	2022	751000	55.004	Aviation Grant Program	\$464,000.00
Total Financial Assistance							\$464,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$464,000.00	\$0.00	\$0.00	\$464,000.00	100.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$464,000.00	\$0.00	\$0.00	\$464,000.00			

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

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

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

Donna Whitney

Department Grant Manager Name

Signature

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

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

A. General.

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

B. Agency Compliance Certification.

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

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b. Florida Administrative Code (FAC)

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

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

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

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

a. Federal Requirements

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

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

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

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

a. Federal Requirements

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

b. Florida Requirements

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

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C. Agency Authority.

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

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

1. Accounting System.

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

2. Good Title.

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

3. Preserving Rights and Powers.

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

4. Hazard Removal and Mitigation.

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

5. Airport Compatible Land Use.

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

6. Consistency with Local Government Plans.

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

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

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

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

8. Airport Financial Plan.

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

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

10. Fee and Rental Structure.

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

11. Public-Private Partnership for Aeronautical Uses.

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

12. Economic Nondiscrimination.

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

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

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

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

14. Operations and Maintenance.

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

15. Federal Funding Eligibility.

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

16. Project Implementation.

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

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

18. Airfield Access.

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

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

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

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

20. Consultant, Contractor, Scope, and Costs.

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

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

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

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

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

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

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

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

a. Project Certifications. Certify Project compliances, including:

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

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

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

c. Inspection and Approval. The Agency assures that:

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

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

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

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

- End of Exhibit E -

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EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$464,000

*The award amount may change with amendments

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

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

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

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

RESOLUTION NO. 2022-04

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILLIARD; FLORIDA, A MUNICIPAL CORPORATION; REQUESTING ST. JOHNS RIVER WATER MANAGEMENT DISTRICT TO REDUCE PERMIT APPLICATION FEES.

WHEREAS, Section 218.075, Florida Statutes, allows a reduction of permit processing fees for municipalities with a population of 25,000 or less, counties which population of 75,000 or any county or municipality not included within a metropolitan statistical area, certification by that municipality or county that the cost of the permit processing fee is a fiscal hardship; and

WHEREAS, the Town of Hilliard, certifies that it is a municipality with a population of 25,000 persons or less; and is not included within a metropolitan statistical area; and

WHEREAS, the Town of Hilliard, further certifies that is qualifies for permit processing fee reduction for the Fiscal Year October 1, 2021, through September 30, 2022, due to the per capita taxable value is less than the statewide average for the current fiscal year; and

WHEREAS, these factors are supported by the attached documents: 2022 Florida Department of Revenue Property Tax Oversight;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF HILLIARD, does hereby request that the St. Johns River Water Management District reduce the permit application fee for public purpose projects for which the Town of Hilliard is a permit applicant to a fee of \$100 per permit, or if the current permit application fee is less than \$100 by 50 percent, for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023.

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

John P. Beasley
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

Floyd L. Vanzant
Mayor



Florida Department of Revenue
Property Tax Oversight

Jim Zingale
 Executive Director

5050 West Tennessee Street, Tallahassee, FL 32399

floridarevenue.com

April 01, 2022

Town of Hilliard
 PO BOX 249
 HILLIARD, FL 32046

TOWN OF HILLIARD

The table below shows the requested information related to per capita taxable value and the percentage of assessed property that is exempt from ad valorem taxation.

	<u>Town of Hilliard</u>	<u>Statewide</u>
Total Just Value	386,926,274	3,319,252,495,294
Total Assessed Value	350,298,264	2,801,050,595,187
Taxable Value	116,359,730	2,264,099,065,740
Exempt Amount	233,938,534	536,951,552,760
Population	3,047	21,802,278
Per Capita Taxable Value Average	38,188	103,847
Percentage of Assessed Value Exempt from Taxation	66.78%	19.17%
Millage	2.5000	
Sources: "Ad Valorem Data Book 2021" (DOR) and "Florida Estimates of Populations 2021" (BEBR)		

Please contact either Lizette Kelly at 850-617-8865 or Lizette.Kelly@floridarevenue.com or Allison Kever at 850-617-8925 or Allison.Kever@floridarevenue.com if you have any questions. Thank you.

Property Tax Oversight, Research & Analysis

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RESOLUTION NO. 2022-05

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILLIARD, FLORIDA, A MUNICIPAL CORPORATION AMENDING RESOLUTION NO. 2020-06, ADDING A DEPOSIT TO APPLICATIONS THAT REQUIRE CONSULTANT REVIEW TO THE SCHEDULE OF FEES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Hilliard desires to amend its schedule of fees in accordance with Section 62-34 of the Hilliard Town Code; and

WHEREAS, the Town of Hilliard has found it necessary to add a refundable deposit to all applications associated with land development which require consultant review; and

NOW THEREFORE BE IT RESOLVED, that the Town of Hilliard has added an application deposit to those applications requiring consultant review to its zoning and land use fees 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 on _____.

John P. Beasley
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

Floyd L. Vanzant
Mayor

ATTACHMENT
TOWN OF HILLIARD
RESOLUTION NO. 2020-06
LAND DEVELOPMENT REGULATIONS FEES

APPLICATION TYPE	FEES
Rezoning - Conventional	\$1,000
Rezoning PUD - Residential	\$2,500 plus \$20 per acre
Rezoning PUD - Non-Residential	\$2,500 plus \$20 per acre
Rezoning PUD - Mixed Use (Fee Based on 1/2 Res. & 1/2 Com.)	\$2,500 plus \$20 per acre
PUD - Minor Deviation/Amendment	\$1250 plus \$20 per acre
PUD - Major Deviation	\$1,250 plus \$20 per acre
Special Exception - Residential	\$300
Special Exception - Non-Residential	\$500
Variance - Residential	\$300
Variance - Non -Residential	\$500
Appeals	\$300
Extension Request	1/2 original filing fee
Concurrency	\$300
Annexation	\$500 plus \$20 per acre
Temporary Use/ Special Event	\$50
Comprehensive Plan - Small Scale Amendment <10 acres	\$1,000
Comprehensive Plan - Large Scale Amendment >10 acres	\$1,500 plus \$20 per acre
Comprehensive Plan - Text Amendment	\$1,500
*Change of Use Zoning Review	\$25
Preliminary Plat - Minor < 5 lots	\$300
Preliminary Plat - Major > 5 lots	\$500 plus \$20 per lot
Site Plan Review	<10,00 s.f. - \$200 >10,000 s.f \$1,000 plus \$20 per acre
Final Plat - Minor < 5 lots	\$300
Final Plat - Major > 5 lots	\$500 plus \$20 per lot
Replat - Minor < 5 lots	\$300
Replat - Major > 5 lots	\$500 plus \$20 per lot
Land Use Approval of Alcohol License	\$25
Lot Split/Reconfiguration	\$100
LDR Interpretation	\$25
Letter to Verify Land Use or Zoning	\$25
Site Clearing/Site Work (Horizontal construction only)	\$100 plus \$20 per acre
Consultant Review	Cost plus 10% (Plus \$1,000 Deposit to Application Fee)
Lien Research	\$25
Home Occupation	\$50
Street/Right-of-Way Vacation/Abandonment	\$200
Address	\$10
Sign Review Fee \$0 - \$100	\$60
Sign Review Fee \$100 - \$500	\$70
Sign Review Fee \$500 - \$1,000	\$80
Sign Review Fee \$1,000 + (plus \$5 for each \$1,000 valuation)	\$80
The cost of postage ,letters, signs, advertisements and consultants are in addition to the application fee.	
*Charged by and inspected by zoning, building and fire.	
Land Use Permit Review Fee - Res/Multi/MH/Comm	\$63
Land Use Permit Review Fee - Accessory Structure	\$25

RESOLUTION NO. 2022-06

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILLIARD, FLORIDA, A MUNICIPAL CORPORATION AMENDING RESOLUTION NO. 2021-23, AMENDING WATER AND SEWER USAGE RATES; AMENDING WATER AND SEWER TAP-IN FEES; ADDING A FEE FOR SEPTIC TANK EXCEPTION APPLICATIONS; ADDING A FEE FOR RIGHT OF WAY PERMIT APPLICATIONS; FOR THE TOWN OF HILLIARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Hilliard has found it necessary to amend Resolution No. 2021-23 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 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; and

WHEREAS, the Town of Hilliard in providing services has found it necessary to establish an application with fee associated for providing the service of determining a recommendation to the Town Council for septic tank exceptions; and

WHEREAS, the Town of Hilliard in providing the service of obtaining a Nassau County Right of Way Permit to applicants requiring water and sewer service to cross County right of ways has found it necessary to establish an application with fee associated for providing this service which requires an engineered drawing of the proposed location of said service;

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, _____.

John P. Beasley
Council President

ATTEST:

Lisa Purvis
Town Clerk
APPROVED:

Floyd L. Vanzant
Mayor

**ATTACHMENT
TOWN OF HILLIARD
RESOLUTION NO. 2022-06
WATER & SEWER RATES**

SECTION 1. WATER & SEWER USAGE RATES AND TAXES
11.40% INCREASE (October 2021 Municipal Cost Index)

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

BASE CHARGE	WATER	SEWER
	\$15.61	\$19.52

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 (0-6,000 gallons)	SECOND INCREMENT (over-6,000 gallons)
WATER \$2.93 per whole thousand	WATER \$5.20 per whole thousand
SEWER \$3.67 per whole thousand	SEWER \$5.20 per whole thousand

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

BASE CHARGE	WATER	SEWER
	\$36.43	\$45.21

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 (0-2,000 gallons)	SECOND INCREMENT (2,001-10,000 gallons)	THIRD INCREMENT (over-10,000 gallons)
WATER \$1.29 per whole thousand	WATER \$3.90 per whole thousand	WATER \$5.20 per whole thousand
SEWER \$2.60 per whole thousand	SEWER \$5.20 per whole thousand	SEWER \$6.49 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

WATER TAP-IN FEES

\$1,700.00	<u>Single Short (existing water main on same side of the road)</u> - Tap-in fee includes the following: locating and excavating existing water main to be tapped; furnishing and installing tapping saddle, corporation stop, 1' poly service tubing, angle yoke valve, meter yoke, radio read water meter, gate valve, and meter box; and associated restoration.
\$2,500.00	<u>Single Long (existing water main on opposite side of the road)</u> - Tap-in fee includes the following: locating and excavating existing water main to be tapped; furnishing and installing tapping saddle, corporation stop, punching or directional drilling 1' poly service tubing under existing roadway, angle yoke valve, meter yoke, radio read water meter, gate valve, and meter box; and associated restoration.

SEWER TAP-IN FEES

\$3,500.00	<u>Single Service</u> - Tap-in fee includes the following: locating and excavating existing sewer main to be tapped; tapping existing sewer main; installing 6" PVC service pipe and fittings; installing cleanout; and associated restoration (including asphalt pavement patch).
\$3,800.00	<u>Double Service</u> - Tap-in fee includes the following: locating and excavating existing sewer main to be tapped; tapping existing sewer main; installing 6" PVC service pipe and fittings; installing cleanout; and associated restoration (including asphalt pavement patch).

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

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.

SECTION 8. APPLICATION FEES

\$250.00	<u>Septic Tank Exception Application</u> - Request for information and recommendation to Town Council.
\$1,500.00	<u>Right-of-Way Permit Application</u> - Request for Town Engineer to prepare necessary documents and obtain Nassau County Right-of-Way Permit for Town Utilities to cross Nassau County Roads.

Lisa Purvis

From: Timothy Norman <TNorman@mittauer.com>
Sent: Monday, March 28, 2022 4:01 PM
To: Lisa Purvis
Subject: RE: Workshop

11.40%

TIM NORMAN, P.E.
VICE PRESIDENT
MITTAUER & ASSOCIATES, INC.
 580-1 Wells Road
 Orange Park, FL 32073
 Office: (904) 278-0030
 Direct: (904) 644-0645
 Email: tnorman@mittauer.com



From: Lisa Purvis <lpurvis@townofhilliard.com>
Sent: Monday, March 28, 2022 3:45 PM
To: Timothy Norman <TNorman@mittauer.com>
Subject: RE: Workshop

Can you tell me what the increase percentage should be based on the MCI.

Sincerely,

Lisa Purvis, MMC

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



From: Timothy Norman <TNorman@mittauer.com>
Sent: Monday, March 28, 2022 2:27 PM
To: Lisa Purvis <lpurvis@townofhilliard.com>
Subject: RE: Workshop

Lisa,

The MCI for October 2021 was 286.13.

TIM NORMAN, P.E.
VICE PRESIDENT
MITTAUER & ASSOCIATES, INC.
 580-1 Wells Road
 Orange Park, FL 32073
 Office: (904) 278-0030
 Direct: (904) 644-0645
 Email: tnorman@mittauer.com



From: Lisa Purvis <lpurvis@townofhilliard.com>
Sent: Monday, March 28, 2022 11:35 AM
To: Timothy Norman <TNorman@mittauer.com>
Subject: RE: Workshop

Tim,

Attached is what I have sent out to the Council on their iPads plus the 200 page document that you had Pat send last week. Please note from my hand written notes if you will please look at the W&S Fees & Rates Resolution to offer what needs to be changed concerning TAP FEES and the MCI for October 2021 to see what the rates need to go to. We are adding the \$1,000. deposit on the applications to the Zoning Resolution, so that we have funds on hand prior to engineer review. If you would also be willing to re state that items for engineer review would need to go through staff to verify that a deposit has been collected.

Sincerely,

Lisa Purvis, MMC

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



From: Timothy Norman <TNorman@mittauer.com>
Sent: Monday, March 28, 2022 8:59 AM

To: Lisa Purvis <lpurvis@townofhilliard.com>

Subject: Workshop

Lisa,

Please forward us an agenda for tonight's workshop.

TIM NORMAN, P.E.
VICE PRESIDENT
MITTAUER & ASSOCIATES, INC.
 580-1 Wells Road
 Orange Park, FL 32073
 Office: (904) 278-0030
 Direct: (904) 644-0645
 Email: tnorman@mittauer.com



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

**TOWN OF HILLIARD, FLORIDA
PROPOSED WATER & SEWER TAP-IN FEES IF PERFORMED BY TOWN
APRIL 2022**

WATER TAP-IN FEES:

Single Short (existing water main on same side of the road) - Tap-in fee includes the following: locating and excavating existing water main to be tapped; furnishing and installing tapping saddle, corporation stop, 1" poly service tubing, angle yoke valve, meter yoke, radio read water meter, gate valve, and meter box; and associated restoration. **Cost = \$1,700.00.**

Single Long (existing water main on opposite side of the road) - Tap-in fee includes the following: locating and excavating existing water main to be tapped; furnishing and installing tapping saddle, corporation stop, punching or directional drilling 1" poly service tubing under existing roadway, angle yoke valve, meter yoke, radio read water meter, gate valve, and meter box; and associated restoration. **Cost = \$2,500.00.**

SEWER TAP-IN FEES:

Single Service - Tap-in fee includes the following: locating and excavating existing sewer main to be tapped; tapping existing sewer main; installing 6" PVC service pipe and fittings; installing cleanout; and associated restoration (including asphalt pavement patch). **Cost = \$3,500.00.**

Double Service - Tap-in fee includes the following: locating and excavating existing sewer main to be tapped; tapping existing sewer main; installing 6" PVC service pipe and fittings; installing cleanout; and associated restoration (including asphalt pavement patch). **Cost = \$3,800.00.**



Town of Hilliard Septic Tank Exception Application

ITEM-12

FOR OFFICE USE ONLY

File # _____

Application Fee: _____

Filing Date: _____ Acceptance Date: _____

A. PROJECT

1. Project Name: _____
2. Address of Subject Property: _____
3. Parcel ID Number(s): _____
4. Existing Use of Property: _____
5. Future Land Use Map Designation : _____
6. Zoning Designation: _____
7. Acreage: _____

B. APPLICANT/CONTRACTOR*

1. Applicant's Status ☐ Owner (title holder) ☐ Agent
2. Name of Applicant(s) or Contact Person(s): _____ Title: _____
Company (if applicable): _____
Mailing address: _____
City: _____ State: _____ ZIP: _____
Telephone: (____) _____ FAX: (____) _____ e-mail: _____
3. Contractor:
Name of Contractor: _____
Company (if applicable): _____
Mailing address: _____
City: _____ State: _____ ZIP: _____
Telephone: (____) _____ FAX: (____) _____ e-mail: _____

* Must provide executed Property Owner Affidavit authorizing the agent to act on behalf of the property owner.

D. ATTACHMENTS (One copy plus one copy in PDF format)

1. Site Plan and Survey including but not limited to:
 - a. Name, location, owner, and designer of the proposed development.
 - b. Vicinity map - indicating general location of the site and all abutting streets and properties.
 - e. Statement of Proposed Uses.
 - f. Location of the site in relation to adjacent properties, including the means of ingress and egress to such properties and any screening or buffers along adjacent properties.
 - g. Date, north arrow, and graphic scale (not to exceed one (1) inch equal to fifty (50) feet).
 - h. Area and dimensions of site.
 - j. Location of all property lines, existing right-of-way approaches, sidewalks, curbs, and gutters.
 - k. Access and points of connection to utilities (electric, potable water, sanitary sewer, gas, etc.).
 - m. Structures and major features – fully dimensioned – including setbacks, distances between structures, floor area, width of driveways and lot coverage.
 - n. Required buffers.
 - o. Location of existing trees, identifying any trees to be removed.
2. Legal description with tax parcel number.
3. Warranty Deed or other proof of ownership.
4. Fee - \$250

No application shall be accepted for processing until the required application fee is paid in full. Any fees necessary for technical review or additional reviews of the application by a consultant will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any action of any kind on the development application.

All 4 attachments are required for a complete application. A completeness review of the application will be conducted within fourteen (14) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant. Once the application is determined complete, it will be place on the next Town Council for action.

I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge:

Signature of Applicant

Signature of Co-applicant

Typed or printed name and title of applicant

Typed or printed name of co-applicant

Date

Date

State of _____ County of _____

The foregoing application is acknowledged before me this _____ day of _____, 20__, by _____

_____, who is/are personally known to me, or who has/have produced _____
as identification.

NOTARY SEAL

Signature of Notary Public, State of _____

Town of Hilliard ♦ 15859 West CR 108 ♦ Hilliard, FL 32046 ♦ (904) 845-3555



Town of Hilliard Right-of-Way Permit for Utilities Application

ITEM-12

FOR OFFICE USE ONLY

File # _____

Application Fee: _____

Filing Date: _____ Acceptance Date: _____

A. PROJECT

1. Project Name: _____
2. Address of Subject Property: _____
3. Parcel ID Number(s): _____
4. Existing Use of Property: _____
5. Future Land Use Map Designation : _____
6. Zoning Designation: _____
7. Acreage: _____

B. APPLICANT/CONTRACTOR*

1. Applicant's Status ☐ Owner (title holder) ☐ Agent
2. Name of Applicant(s) or Contact Person(s): _____ Title: _____
Company (if applicable): _____
Mailing address: _____
City: _____ State: _____ ZIP: _____
Telephone: (____) _____ FAX: (____) _____ e-mail: _____
3. Contractor:
Name of Contractor: _____
Company (if applicable): _____
Mailing address: _____
City: _____ State: _____ ZIP: _____
Telephone: (____) _____ FAX: (____) _____ e-mail: _____

* Must provide executed Property Owner Affidavit authorizing the agent to act on behalf of the property owner.

D. ATTACHMENTS (One copy plus one copy in PDF format)

1. Site Plan, Survey, and Nature of Work including but not limited to:
 - a. Name, location, owner, and designer of the proposed development.
 - b. Vicinity map - indicating general location of the site and all abutting streets and properties.
 - e. Statement of Proposed Uses.
 - f. Location of the site in relation to adjacent properties, including the means of ingress and egress to such properties and any screening or buffers along adjacent properties.
 - g. Date, north arrow, and graphic scale (not to exceed one (1) inch equal to fifty (50) feet).
 - h. Area and dimensions of site.
 - j. Location of all property lines, existing right-of-way approaches, sidewalks, curbs, and gutters.
 - k. Access and points of connection to utilities (electric, potable water, sanitary sewer, gas, etc.).
 - m. Structures and major features – fully dimensioned – including setbacks, distances between structures, floor area, width of driveways and lot coverage.
 - n. Type of Road.
 - o. Utilities – Number of Feet (Water, sewer, or force main)
 - p. Other
2. Legal description with tax parcel number.
3. Warranty Deed or other proof of ownership.
4. Fee - \$1,500.00

No application shall be accepted for processing until the required application fee is paid in full. Any fees necessary for technical review or additional reviews of the application by a consultant will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any action of any kind on the development application.

All 4 attachments are required for a complete application. A completeness review of the application will be conducted within fourteen (14) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant. Once the application is determined complete, it will be place on the next Town Council for action.

I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge:

Signature of Applicant

Signature of Co-applicant

Typed or printed name and title of applicant

Typed or printed name of co-applicant

Date

Date

State of _____ County of _____

The foregoing application is acknowledged before me this _____ day of _____, 20____, by _____
_____, who is/are personally known to me, or who has/have produced _____
as identification.

NOTARY SEAL

Signature of Notary Public, State of _____

Town of Hilliard ♦ 15859 West CR 108 ♦ Hilliard, FL 32046 ♦ (904) 845-3555



Nassau County Engineering Services Department
96161 Nassau Place
Yulee, Florida 32097
(904) 530-6225

Right-of-Way Permit Application For Utilities

ROW Permit #

Approved By

ROW Permit Issue Date

Permit Expiration Date

Check # (if applicable)

Amount Paid

ITEM-12

†Please do not write above this line†

Owner

Owner _____ Contact Person _____
Mailing Address _____ Phone _____

Contractor / Agent

Contractor/ Agent _____ Contact Person _____
Address _____ Phone / Fax _____

Site Address

Site Address: _____ City: _____
Directions to Site: _____
Intersecting Streets _____ And _____
Property ID Number _____

Permittee must attach a plan showing work within the limits of County right-of-way and/or easement. Right-of-way must be restored to its previous or better condition.

Nature of Work

Type of Road

☐ Dirt ☐ Paved
☐ Local ☐ Minor ☐ Major

Utilities

☐ *Water _____ ft ☐ *Gravity Sewer _____ ft ☐ *Force Main _____ ft ☐ Telephone
☐ Cable (Aerial) _____ ft ☐ Cable (Buried) _____ ft ☐ Trench _____ ft ☐ *Directional Bore
(All Aerial Utilities) (All Buried Utilities) How many _____

Misc.

☐ Landscaping ☐ Irrigation ☐ Tree Planting / Removal ☐ MOT required
(Attach)

Other

(provide description)

* Construction bond and / or City of Fernandina Beach letter of approval may be required.

Notification must be received 24 hours prior to commencement of work
Call Before you dig 1-800-432-4770. It's the law in Florida.

General Conditions

1. Applicant declares that prior to filing this application he has ascertained the location of all existing utilities, both aerial and underground.
2. It expressly stipulated that this permit is license for permissive use only and the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.
3. Whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all, any portion of said highway as determined by the County Engineer, any or all of said poles, wires, cables, or other facilities and appurtenances authorized hereunder, shall be immediately removed from said highway reset or relocated thereon as required by the Engineer, and at the expense of the applicant unless reimbursement is authorized.
4. All work, materials, and equipment shall meet County standards and be performed under the supervision of the Nassau County Engineer.
5. Pursuant to Section 337.402, Florida Statutes, when any public road or publicly owned rail corridor is damaged or impaired in any way because of the installation, inspection, or repair of a utility located on such road or publicly owned rail corridor, the owner of the utility shall, at his or her own expense, restore the road or publicly owned rail corridor to its original condition before such damage. If the owner fails to make such restoration, the authority is authorized to do so and charge the cost thereof against the owner under the provisions of s.337.404.
6. The applicant shall commence actual construction in good faith within sixty (60) days from the approval date of said permit and shall be completed within 6 months of approval date. Upon approval by the Engineering Department, permit may be extended an additional 6 months by written request by the applicant. Additional extension beyond a period of 12 months, a new application must be submitted and approved, including payment of all applicable fees.
7. The construction and maintenance of such utility shall not interfere with the property and rights of a prior applicant.
8. No open road cuts. Directional bore only will be used when crossing road with minimum coverage of 36" under road. **Please notify us 24 hours before bore.**
9. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder, and the holder will, at all times, assume all risk of indemnify, defend, and save harmless Nassau County from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said holder of the aforesaid rights and privileges. During construction, all safety regulations of the County shall be observed and the holder must take such measures, including placing and display of safety devices, as may be necessary in accordance with the County's safety requirements.
10. Ensure all residence and businesses have a safe and stable access at all times.
11. Lane closures or restrictions shall obtain prior approval from Nassau County before commencing work. Lane closures shall be performed between the hours of 9:30 A.M. to 3:30 P.M. Monday thru Friday. Weekend, night, and holiday work shall not be allowed.
12. Maintenance of Traffic plans and traffic control devices shall conform to FDOT standard index 600 series and must be submitted at time of application.
13. **The Nassau County Engineering Services Department shall be notified twenty-four (24) hours in advance before starting work. Contact Becky Liddell at telephone number (904) 530-6225.**
14. In the case of noncompliance with the County's requirements, this permit is void and the facility will have to be brought into compliance or removed from the right of way at no cost to the County.
15. **Submit three sets of application with plans, one of the applications must be a signed original.**

By signing below I have read and fully understand and agree to the General Conditions of this permit and agree to do all work in accordance with Nassau County Standards. Information contained in this application is true, and accurate to the best of my knowledge.

Printed Name _____

Signature _____

Date _____

Fees for Driveway / Right of Way Construction

New installation - \$509.00

Curb and Gutter - \$232.00

Existing - \$232.00

Reinspection Fee - \$104.00

Sidewalk Only - \$232.00

Underground less than 500' - \$716.00

Underground over 500' to 2000 - \$1054.00

All Utilities over 2001 - \$1415.00



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: April 7, 2022

FROM: ***Gabe Whittenburg – Parks & Recreation Director***

SUBJECT: Town Council approval of Hilliard First Baptist Church hosting a community Easter Egg Hunt at Oxford Street Park on Saturday, April 16th, 2022, from 4-5pm.

BACKGROUND:

Representatives of FBC Hilliard have requested the ability to host a community Easter Egg Hunt at our Oxford Street Park Facility (Rec Center). FBC Hilliard proposes having games, provide hot dog dinner and then the Egg hunt, using the soccer practice fields for the Egg hunt area.

FINANCIAL IMPACT:

The financial impact would be neutral. There would be no additional cost to the town associated with the event with no revenue as I am proposing waiving any fee associated with the use of the facility.

RECOMMENDATION:

Approve FBC Hilliard to use Oxford Street Park (Rec Center) for Community Easter Egg Hunt on Saturday, April 16th, 4-5pm. This will help draw the community to the area with the potential to help draw in additional rentals (pool, picnic area) at the facility. FBC has agreed to provide all relative agreements for facility use and provide a COI with TOH named.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: April 7, 2022

FROM: ***Ritchie Rowe – Public Works Director***

SUBJECT: Town Council approval to grant Septic Tank Exception for David W. & Callie K. Bishop, property located off Twelfth Avenue.

BACKGROUND:

David W. & Callie K. Bishop are requesting a septic tank exception for their property. The property Parcel ID is 08-3N-24-2380-0210-0170. The nearest sewer connection would be Ohio Street and West Sixth Avenue at MH 220 which is 2,615 feet.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Grant request for a septic tank exception for David W. & Callie K. Bishop.



A. Michael Hickox, CFA
Cert. Res. FD1941

NASSAU
PROPERTY APPRAISAL

ITEM-14



PROPERTY INFORMATION

Parcel Number 08-3N-24-2380-0210-0130

Owner Name BISHOP DAVID W JR & CALLIE K
Mailing Address 15577 CR 108
HILLIARD, FL 32097
Location Address 27084 TWELFTH AVE W
HILLIARD 32046
Tax District HILLIARD
Millage 16.525
Homestead No
Property Usage VACANT 000000
Deed Acres 0
Short Legal BLOCK 210 LOTS 13 THRU 16 TOWN OF HILLIARD

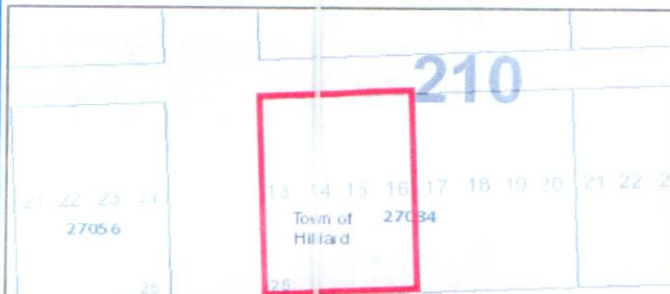
2021 Certified Values

Land Value	\$81,000
(+) Improved Value	\$0
(=) Market Value	\$81,000
(-) Agricultural Classification	\$0
(-) SOH or Non-Hx* Capped Savings	\$31,995
(=) Assessed Value	\$49,005
(-) Homestead	\$0
(-) Additional Exemptions	\$0
(=) School Taxable Value	\$81,000
(-) Non-School HX & Other Exempt Value	\$0
(=) County Taxable Value	\$49,005



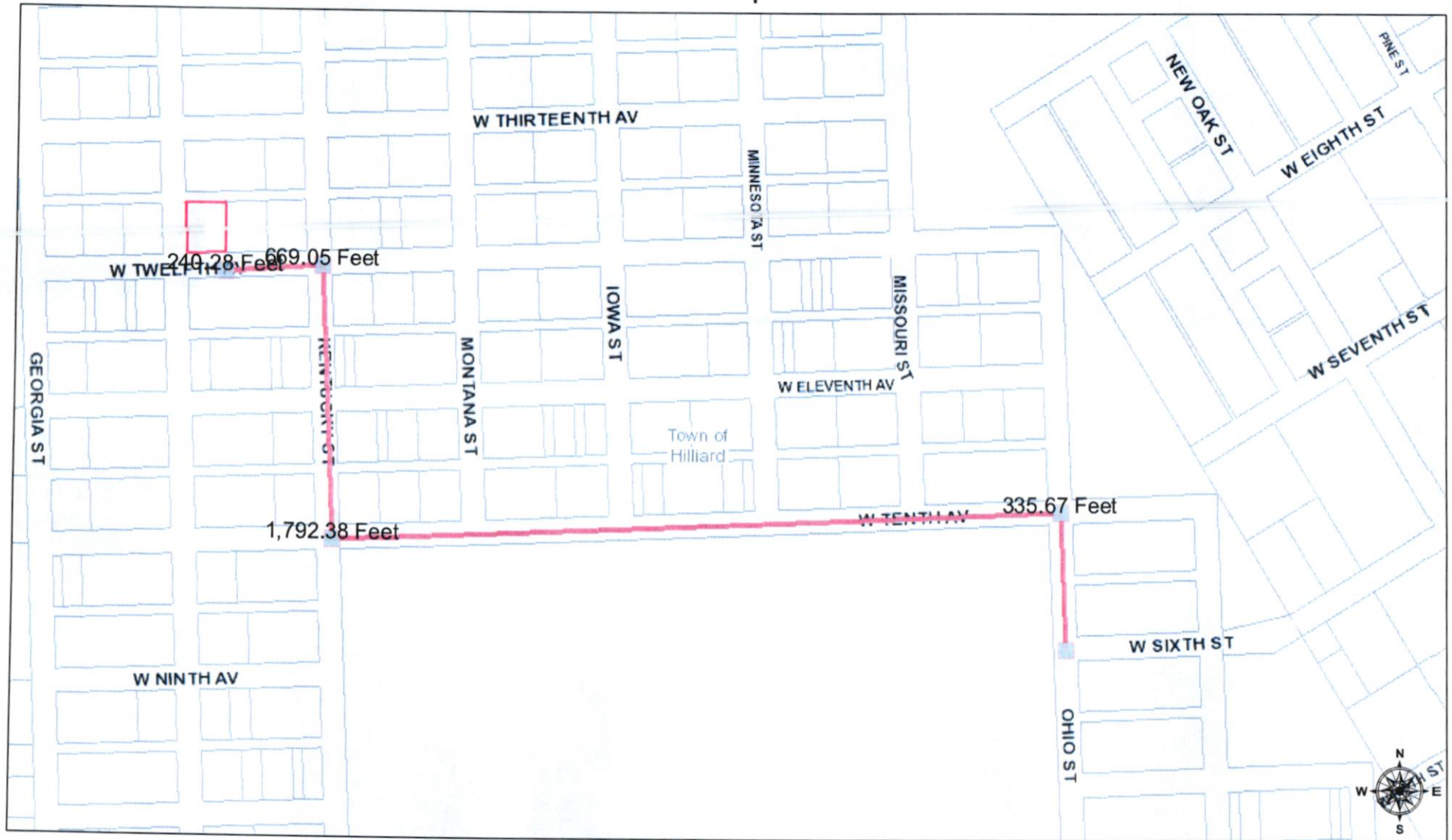
Note - *10% Cap does not apply to School Taxable Value

PARCEL MAP



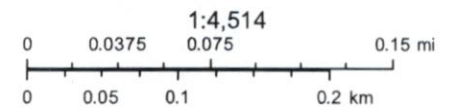
W TWELFTH AVE, Garmin, GeoTechn...

2021 AERIAL MAP



March 31, 2022

Nearest Sewer is 3037 FT from Corner of Lot



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: April 7, 2022

FROM: ***Ritchie Rowe – Public Works Director***

SUBJECT: Town Council approval to grant Septic Tank Exception for Michael Franklin, property located off Twelfth Avenue.

BACKGROUND:

Michael Franklin is requesting a septic tank exception for his property. The property Parcel ID is 08-3N-24-2380-0210-0170. The nearest sewer connection would be Ohio Street and West Sixth Avenue at MH 220 which is 2,615 feet.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Grant request for a septic tank exception for Michael Franklin.

PROPERTY INFORMATION

Parcel Number 08-3N-24-2380-0210-0170

Owner Name BISHOP DAVID W JR & CALLIE K
Mailing Address 15977 CR 108

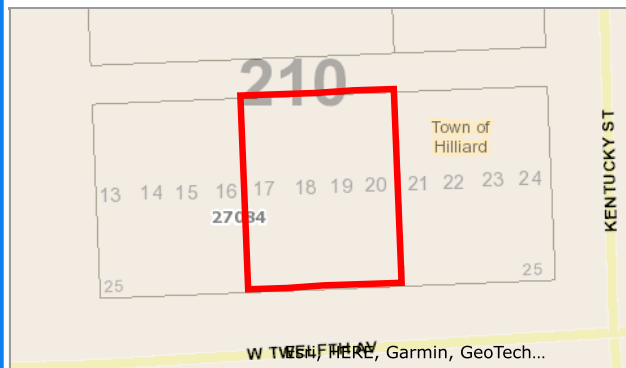
HILLIARD, FL 32097
Location Address TWELFTH AVE W
HILLIARD 32046
Tax District HILLIARD
Milage 16.1525
Homestead No
Property Usage VACANT 000000
Deed Acres 0
Short Legal BLOCK 210 LOTS 17 THRU 20 TOWN OF HILLIARD

2021 Certified Values

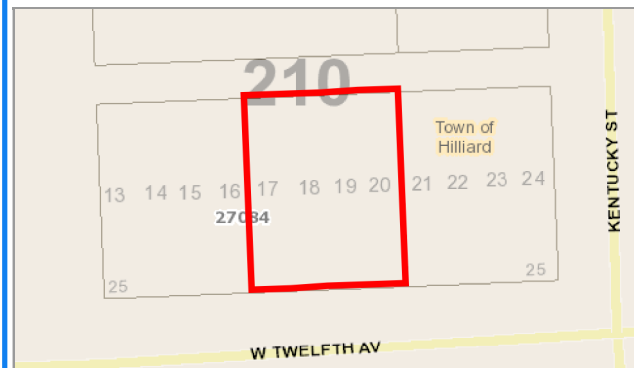
Land Value \$
(+) Improved Value \$
(=) Market Value
(-) Agricultural Classification \$
(-) SOH or Non-Hx* Capped Savings \$
(=) Assessed Value
(-) Homestead \$
(-) Additional Exemptions \$
(=) School Taxable Value \$
(-) Non-School HX & Other Exempt Value \$
(=) County Taxable Value

Note - *10% Cap does not apply to School Taxable Value

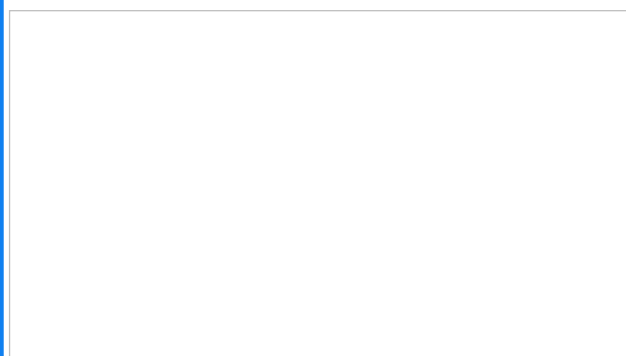
PARCEL MAP



2021 AERIAL MAP

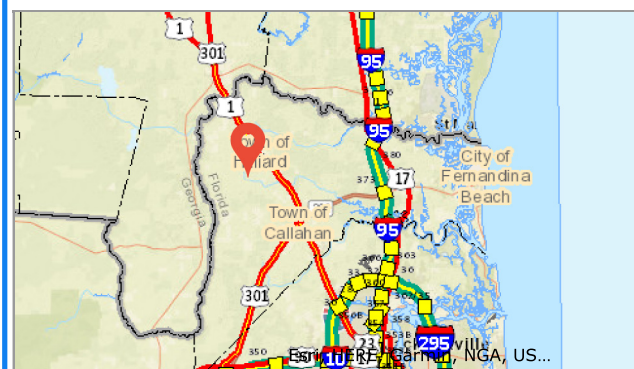


PROPERTY PHOTO



If this picture is incorrect, please email info@nassaulpa.com

LOCATION MAP



BUILDING INFORMATION

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exterior	Secondary Exterior	Heating	Cooling	Actual Year Built
------	------------	-------------	----------	-------	------------------	--------------------	---------	---------	-------------------

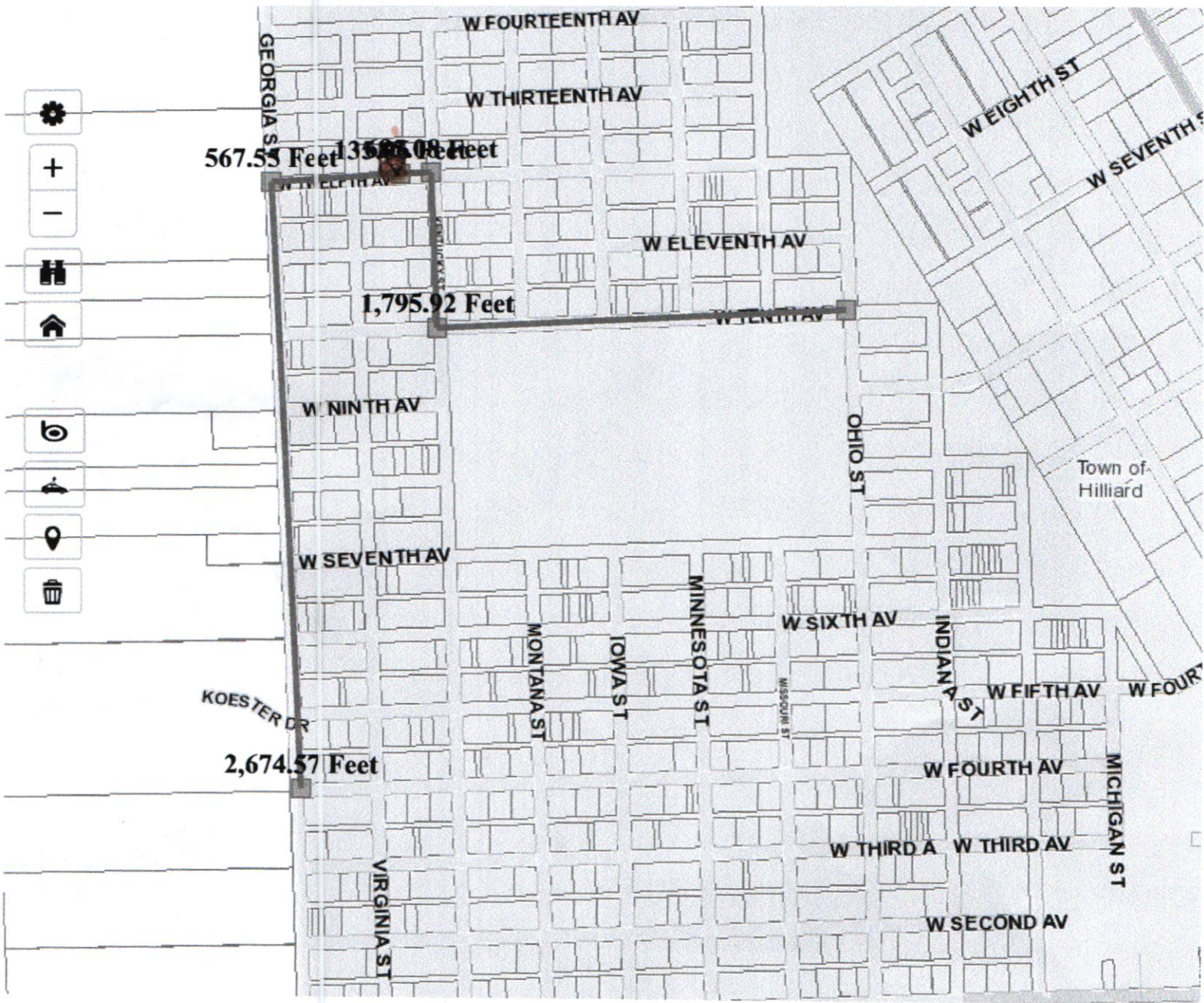
MISCELLANEOUS INFORMATION

Description	Dimensions L X W	Units	Year Built
-------------	------------------	-------	------------

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
-----------	-----------	-------	-------	------	-----	---------	---------

ITEM-15



Distance To Sewer:

option 1 - Ohio + 6th Ave - 2,615 Feet.

option 2 - Georgia + 4th - 3,241 Feet.

Michael Franklin, Lots 17-20, Block 210, 12th Ave.

Parcel # 08-3N-24-2380-0210-0170

1 Results 0.2km 600ft



Quitclaim Deed

The Quit Claim Deed executed this 14th day of January, 2022, by first party,

Grantor, David W. Bishop Jr and Callie Kay Bishop

whose post office address is 157th CR 109 Hilliard, FL 32046

to second party, Grantee Michael Franklin

whose post office address is MF 151013 157th CR 109 Hilliard, FL 32046

Witnesseth, that the said first party, for the sum of \$ 10.00, and other good and valuable consideration paid by the second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements, and appurtenance thereto in Nassau Co. Clay County, Florida to wit:

09-3N-24-2390-0210-0170 Block 210 Lots 17-20 Town of Hilliard

In witness whereof, the said first party has signed and sealed these presents the day and year first above written, sealed and delivered in presence of:

Witness Signature

Kinsey Vanant

Grantor Signature

Charles M. Flickinger
Printed Name

David W Bishop Jr.
Printed Name

Witness Signature

Kinsey Vanant

Grantor Signature

Charles M. Flickinger
Printed Name

Callie Kay Bishop
Printed Name

County of: Nassau State of: Florida

Sworn to and subscribed before me this 14th day of January, 2022 The Party of the first part appeared, personally known to me, produced a valid ID, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s) upon behalf of which the person(s) acted, executed the instrument. Witness my hand an official seal.



[Signature]
Notary signature



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: April 7, 2022

FROM: ***Gabe Whittenburg – Parks & Recreation Director***

SUBJECT: Town Council approval of Parks & Recreation Employee Jack Burnette, Grounds/Facilities Maintenance resignation effective March 22, 2022.

BACKGROUND:

Jack Burnette has submitted his resignation with the Town of Hilliard effective March 22, 2022.

FINANCIAL IMPACT:

The financial impact of the resignation will result in a void in staff in the Parks & Recreation Department.

RECOMMENDATION:

Accept resignation of Mr. Burnette. Requesting to post the job opening and move forward with hiring a replacement. I am requesting this position be re-classified as a part time role. This position has been being held with less than full time hours for some time now.

March 31, 2022

Town of Hilliard

Mayor & Town Council

I Jack Burnette would like to resign from my position as Grounds/Facilities Maintenance within the Parks & Recreation Department. My last day of employment with the Town was Monday, March 21, 2022. I would like to thank the Town for allowing me to serve in this position for the past nine plus years.

Thanks,

Jack Burnette

A handwritten signature in dark ink, appearing to read 'Jack Burnette', with a long horizontal flourish extending to the right.

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, MARCH 17, 2022, 7:00 PM

NOTICE TO PUBLIC

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

PLEDGE OF CIVILITY

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

CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

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

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

No public wish to address the Council.

REGULAR MEETING

ITEM-1 Additions/Deletions to Agenda

Item-9 Council President Beasley asks to add a discussion regarding updates on the Hilliard Town Clean Up.

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

Item-10 Council President Beasley asks to set a Workshop to discuss the Fireworks Display for 2022.

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-11 Council President Beasley asks to add a request from First Baptist Church of Boulougne to have a Sunrise Service on the Town Hall Property.

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

- ITEM-2 Town Council approval of Engineering Agreement between the Town of Hilliard and AECOM Technical Services, Inc. for Professional General Planning & Engineering Consulting Services for Airport Improvements at Hilliard Airpark (01J).

Lisa Purvis, MMC – Town Clerk

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

- ITEM-3 Town Council approval to grant a septic tank exception for Craig and Nicole Seabrooks for their property located off Pine Street on Lot 51-2, Parcel ID No. 17-3N-24-2020-0051-0020.

Ritchie Rowe – Public Works Director

Town Clerk Lisa Purvis advises she will have a letter ready for Mr. Reed regarding the Septic Tank Exception, March 18, 2022.

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

- ITEM-4 Town Council approval to contract with Kynex, Inc. in the amount of \$15,000.00 each, for the Joint Fireworks Display with the Town of Callahan at the Northeast Florida Fairgrounds on Saturday, July 2, 2022.

John P. Beasley – Town Council President

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

- ITEM-5 Town Council approval to set Workshop for Monday, April 4, 2022, at 6:00 p.m. for the Annual Financial Statements, September 30, 2021, Preliminary & Tentative Review.
Lisa Purvis, MMC – Town Clerk
- 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-6 Town Council approval of the Minutes from the March 3, 2022, Regular Meeting.
Lisa Purvis, MMC - Town Clerk
- Motion made by Council President Beasley, Seconded by Councilman Pickett.
Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop
- ITEM-7 Town Council approval of Hilliard Property Settlement Agreement between John Ryan Hern & Heather Hern and the Town of Hilliard in the amount of \$6,500 plus Professional & Legal Services Cost. Survey subject to a 25-foot easement only going to County Road 108. Contingent on Hern's signing the Agreement first and the Town signing last.
Christian W. Waugh – Town Attorney
- Motion made by Councilman Pickett, Seconded by Councilman Wollitz.
Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop
- ITEM-8 Town Council decision on Preliminary Plat for Pine Street Estate Subdivision, Property Owner Ralph Bennett.
Christian Waugh - Town Attorney
- 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

ADDED ITEMS

- ITEM-9 Town Council to discuss updates regarding the 2022 Hilliard Town Clean Up.
John P. Beasley – Town Council President
- Council President Beasley** reminds all present that the Hilliard Town Clean Up will be held on Saturday April 9, 2022, from 8:30 a.m. and concluding with a cookout at 12:00 p.m. Meridian Waste is providing two trash trucks and two containers. Sand Hill is waiving Tipping Fees. Stokes will have one container for white goods. Informs everyone that the Trash Trucks will be leaving at 11:00 a.m.
- ITEM-10 Town Council approval to set a Workshop at the Fairgrounds for Monday, May 9, 2022, at 6:00 p.m. to include the Town of Hilliard, Town of Callahan, Northeast Florida Fair Association, Kynex, Fire Department, and the Sheriff's Department to discuss the July 2, 2022, fireworks display.
John P. Beasley – Town Council President

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-11 Town Council approval for First Baptist Church of Boulougne to hold a Community Sunrise Service at Town Hall Park on Sunday, April 17, 2022.
John P. Beasley – Town Council President

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

Michael Franklin 151012 CR 108, Hilliard, comments on the Town looking into hiring another planner or Administrator.

Skip Frey 37132 Fourth Street, Hilliard, states he does not agree with the Council's decision to grant the Septic Tank Exception.

LeeAnn Wollitz 37024 South Oak Street, Hilliard, comments that after watching the Planning and Zoning Board Meeting on March 8, 2022, she wondered how to find Property Right of Ways within the Town Limits.

Ralph Bennett 542030 US HWY 1, Callahan, questions what his next step should be and asks who should he go to with questions if not Land Use Administrator Fleet.

Town Attorney Christian Waugh states he will give a written procedure to Mr. Bennett.

MAYOR & TOWN COUNCIL

Mayor Vanzant reads the upcoming meeting dates

March Meetings:

Monday, 03-28-2022 @7PM Workshop (Development Requirements)

April Meetings:

Monday, 04-04-2022 @6PM Workshop (Audit)

Thursday, 04-07-2022 @7PM Regular Meeting

Thursday, 04-21-2022 @7PM Regular Meeting

ADMINISTRATIVE STAFF

PRESENT

Town Clerk, Lisa Purvis

Public Works Director, Ritchie Rowe

Parks & Recreation Director, Gabe Whittenburg

Public Works Director Ritchie Rowe apologizes for being late to the meeting.

Council Pro Tem Sims asks Public Works Director Ritchie Rowe to give an explanation as to why he recommended approval of the septic tank exception.

Public Works Director Ritchie Rowe gives an explanation as to why he recommended approval of the septic tank exception for one house. States it is not feasible for one homeowner.

TOWN ATTORNEY

Town Attorney Christian Waugh states that everyone regarding the Hern settlement was polite to work with. He will look into how to reform Chapter 62 (Land Development Regulations) of the Town Code to include parts of Chapter 46 (Subdivisions).

ADJOURNMENT

Motion to adjourn at 8:00 p.m.

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

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

John P. Beasley
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

Floyd L. Vanzant
Mayor

HILLIARD TOWN COUNCIL MEETING

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

TOWN COUNCIL MEMBERS

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

MONDAY, MARCH 28, 2022, 7:00 PM

CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor Floyd Vanzant
Council President John Beasley
Council Pro Tem Kenny Sims
Councilman Lee Pickett
Councilman Jared Wollitz
Councilwoman Callie Kay Bishop
Town Clerk Lisa Purvis
Public Works Director Ritchie Rowe
Parks and Recreation Director Gabe Whittenburg
Town Attorney Christian Waugh via Zoom

WORKSHOP

ITEM-1 Discussion regarding infrastructure requirements for development on individual lots within the Town limits.

Lisa Purvis, MMC - Town Clerk

Town Engineers Tim Norman and Kellen Lindsey, and Land Use Administrator Janis Fleet are present for discussion regarding development on individual lots within the Town.

Town Engineer Tim Norman opens the discussion and goes through the following three items for the Council to review:

- Water and Sewer Specifications
- Water and Sewer Tap Fees
- Water and Sewer Rates from the Municipal Cost Index

Land Use Administrator Janis Fleet states she has created a draft for the Building Permit and Site Plan approval process for the Council to review.

Town Council review and discuss two new permit applications at length. Council discussed Septic Tank Exception Application and fee, as well as Right of Way Permit Application and fee.

ADJOURNMENT

Motion to adjourn at 8:52 p.m.

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

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

TO OWNER: **Town of Hilliard**
15859 West CR 108
Hilliard FL 32046

FROM: **AEC Electrical Contractors Inc.**
7005 Lloyd Road West
Jacksonville, FL 32220

CONTRACT FOR:

PROJECT:
Hilliard Airport Security and lighting
 FDOT FPID No.443125-1-94-18

Engineer:
AECOM
7650 West Courtney Camp
Tampa FL 33607

APPLICATION #: **6**
 APPLICATION DATE: **3/28/2022**
 PERIOD FROM: **3/1/2022**
 PERIOD TO: **3/25/2022**
 PROJECT #: **6598**
 SUBCONTRACT#: _____
 CONTRACT DATE: **10/5/2021**

Distribut
 Owner
 Architect
 Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Total changes approved in previous months by Owner		ADDITIONS
Total approved this Month		DEDUCTIONS
Number		
		3,250.00
TOTALS		\$3,250.00
NET CHANGES by Change Order		\$3,250.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR

AEC Electrical Contractors Inc.

by:  **March 28, 2022**

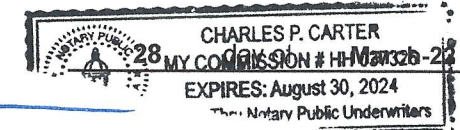
Application is made for payment, as shown below, in connection with Contract.

Continuation Sheet (Schedule of Values), is attached.

1. ORIGINAL CONTRACT SUM.....	\$165,000.00
2. Net change by Change Orders.....	\$3,250.00
3. CONTRACT SUM TO DATE	\$168,250.00
4. TOTAL COMPLETED AND STORED TO DATE.....	\$168,250.00
5. RETAINAGE:	
a. <u>5</u> % of Completed work.....	\$8,412.50
b. <u>5</u> % of Stored Material.....	\$0.00
Total Retainage (Line 5a + 5b or Total in Column I)	\$8,412.50
6. TOTAL EARNED LESS RETAINAGE.....	\$159,837.50
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$140,600.00
(Line 6 from prior certificate)	
8. CURRENT PAYMENT DUE.....	\$19,237.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$8,412.50

State of: Florida County of: Duval
 Subscribed and sworn to before me this

Notary Public: 
 My Commission expires: **8/30/24**



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation of amount differs from the amount applied for)

ARCHITECT: Digitally signed by Prange, Bill
 DN: cn=Prange, Bill, ou=USTPA1,
 email=bill.prange@aecom.com
 Date: 2022.03.30 10:36:35 -04'00'

March 30, 2022

This Certificate is not negotiable, The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AEC Electrical Contractors Inc.
7005 Lloyd Road West
Jacksonville, FL 32220

AIA DOCUMENT G703 (Instruction on reverse side)

Page ITEM-18

APPLICATION #: 6
APPLICATION DATE 3/28/2022
PERIOD FROM: 3/1/2022
PERIOD TO: 3/25/2022
PROJECT #: 6598

WORK COMPLETED

DESCRIPTION OF WORK	SCHEDULED VALUE	WORK FROM PREVIOUS APPLICATION (D + E)	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% COMPLETE (G -- C)	BALANCE TO FINISH (C -- G)	RETAINAGE 5%
mobilization	\$ 10,500.00	\$ 10,500.00		\$ -	\$ 10,500.00	100%	\$ -	\$525.00
Gate 1	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Set pole and conduit	\$ 13,500.00	\$ 13,500.00		\$ -	\$ 13,500.00	100%	\$ -	\$675.00
Electrcial	\$ 6,000.00	\$ 6,000.00		\$ -	\$ 6,000.00	100%	\$ -	\$300.00
Comm	\$ 12,000.00	\$ 10,000.00	\$ 2,000.00	\$ -	\$ 12,000.00	100%	\$ -	\$600.00
Gate 2	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Set pole and conduit	\$ 13,500.00	\$ 13,500.00		\$ -	\$ 13,500.00	100%	\$ -	\$675.00
Electrcial	\$ 6,000.00	\$ 6,000.00		\$ -	\$ 6,000.00	100%	\$ -	\$300.00
Comm	\$ 12,000.00	\$ 10,000.00	\$ 2,000.00	\$ -	\$ 12,000.00	100%	\$ -	\$600.00
Gate 3	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Set pole and conduit	\$ 13,500.00	\$ 13,500.00		\$ -	\$ 13,500.00	100%	\$ -	\$675.00
Electrcial	\$ 6,000.00	\$ 6,000.00		\$ -	\$ 6,000.00	100%	\$ -	\$300.00
Comm	\$ 12,000.00	\$ 8,000.00	\$ 4,000.00	\$ -	\$ 12,000.00	100%	\$ -	\$600.00
FBO		\$ -	\$ -	\$ -	\$ -		\$ -	
rough-in data	\$ 10,000.00	\$ 10,000.00		\$ -	\$ 10,000.00	100%	\$ -	\$500.00
trim -out data	\$ 3,000.00	\$ 2,000.00	\$ 1,000.00	\$ -	\$ 3,000.00	100%	\$ -	\$150.00
test-label	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	100%	\$ -	\$100.00
Cameras	\$ 45,000.00	\$ 39,000.00	\$ 6,000.00	\$ -	\$ 45,000.00	100%	\$ -	\$2,250.00
Change order Camera	\$ 3,250.00	\$ -	\$ 3,250.00	\$ -	\$ 3,250.00	100%	\$ -	\$162.50
	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
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	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
TOTAL	\$ 168,250.00	\$ 148,000.00	\$ 20,250.00	\$ -	\$ 168,250.00	100%	\$ -	\$8,412.50

A.E.C. Electrical Contracting, Inc.

ITEM-18

7005 Lloyd Rd. W.
Jacksonville , Fl. 32220
904-766-6848

DATE	INVOICE #
3/28/2022	10058

BILL TO
Town of Hilliard Steve Wingate P.O. Box 249 Hilliard, Fl. 32046

P.O. NO.	TERMS	PROJECT
APP# 6	Net 30	#6598-Security...

ITEM	DESCRIPTION	Est Amt	Prior ...	Prior %	QTY	RATE	Curr %	Total %	AMO...
Service	Electrical Installation of Security, Cameras-NVR Workstations at Hilliard Airpark, Town of Hilliard, 37792 Eastwood Road Hilliard Florida 32046 AEC's Job#6598 FAA AIP No. N/A FDOT FM No.443125-1-94-18	*****	*****	83.57%	0.11434	*****	11.43%	95.00%	19237.50
We Now Accept Most Major Credit Cards						Total		\$19,237.50	



MITTAUER
& ASSOCIATES, INC.
CONSULTING ENGINEERS &
PROJECT FUNDING SPECIALISTS

ITEM-19

580-1 WELLS ROAD
ORANGE PARK, FL 32073
PHONE: (904) 278-0030
FAX: (904) 278-0840
WWW.MITTAUER.COM

March 30, 2022

VIA EMAIL

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

RE: Contractor's Pay Request No. 4-Final
Gravity Sewer Overflow Pipe on 4th Street
Town of Hilliard, Florida
Mittauer & Associates, Inc. Project No. 9610-54-1

Dear Ms. Purvis:

We have reviewed Pay Request No. 4-Final from Baldwin's Quality Plumbing and find it acceptable. We have, accordingly, indicated our approval and are forwarding an electronic copy to you for approval and payment. This pay request totals \$15,527.50. Change Order No. 1 will need to be approved by the Town prior to issuance of final payment to the Contractor, and we are still awaiting the Contractor's final close-out documents.

Please do not hesitate to call should you have any questions.

Sincerely yours,
Mittauer & Associates, Inc.

Timothy P. Norman, P.E.
Vice President

TPN/pj
Enclosure
cc: Baldwin's Quality Plumbing

Contractor's Application for Payment No.

4

Application Period: 12/09/2021-01/06/2022		Application Date: 1/6/2022
To (Owner): Town of Hilliard, FL	From (Contractor): Baldwin's Quality Plumbing	Via (Engineer): Mittauer & Associates, Inc.
Project: Gravity Sewer Overflow Pipe on 4th Street	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 9610-54-1

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1	\$4,520.00	
TOTALS	\$4,520.00	
NET CHANGE BY CHANGE ORDERS	\$4,520.00	

1. ORIGINAL CONTRACT PRICE.....	\$	\$110,075.00
2. Net change by Change Orders.....	\$	\$4,520.00
3. Current Contract Price (Line 1 + 2).....	\$	\$114,595.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$114,595.00
5. RETAINAGE:		
a. 10% X \$114,595.00 Work Completed.....	\$	
b. 10% X Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$114,595.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$99,067.50
8. AMOUNT DUE THIS APPLICATION.....	\$	\$15,527.50
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances), and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: Terence McKenzie	Digitally signed by Terence McKenzie Date: 2022.03.29 15:29:08 -04'00'	Date: 1/6/2022
----------------------	---	----------------

Payment of: \$ 15,527.50
(Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] 3/30/22
Timothy P. Norman P.E.
Mittauer & Associates, Inc. Date

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
City of High Springs, Florida (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Gravity Sewer Overflow Pipe on 4th Street Town of Hilliard, Florida						Application Number: 4					
Application Period: 12/09/2021-01/06/2022						Application Date: 1/6/2022					
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
1	Mobilization & General Conditions	1	LS	\$10,000.00	\$10,000.00	1	\$10,000.00		\$10,000.00	100.0%	
2	8" HDPE DR 17, Directionally Drilled	505	LF	\$65.00	\$32,825.00	505	\$32,825.00		\$32,825.00	100.0%	
3	Connection to Existing Manholes	2	Each	\$18,500.00	\$37,000.00	2	\$37,000.00		\$37,000.00	100.0%	
4	Restoration	1	LS	\$7,500.00	\$7,500.00	1	\$7,500.00		\$7,500.00	100.0%	
	ADDITIVE ALTERNATE										
1	Mobilization & General Conditions	1	LS	\$6,000.00	\$6,000.00	1	\$6,000.00		\$6,000.00	100.0%	
2	Replace 14 LF of 8" VCP with 15" PVC	14	LF	\$125.00	\$1,750.00	14	\$1,750.00		\$1,750.00	100.0%	
3	Bypass Pumping	1	LS	\$8,500.00	\$8,500.00	1	\$8,500.00		\$8,500.00	100.0%	
4	Restoration	1	LS	\$6,500.00	\$6,500.00	1	\$6,500.00		\$6,500.00	100.0%	
CO	Change order 1	1	LS	\$4,520.00	\$4,520.00	1	\$4,520.00		\$4,520.00	100.0%	
Totals					\$114,595.00		\$114,595.00		\$114,595.00	100.0%	

Exhibit M

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 of 2 PAGES

TO OWNER: Town of Hilliard
15859 West CR 108
Hilliard, FL 32046

PROJECT: New Box Hangar, Hangar Repairs and New Equipment Storage Bldg.
Hilliard Airpark
37792 Eastwood Rd. Hilliard FL 3246

APPLICATION NO: 8

Distribution to:
☒ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM CONTRACTOR: McInnis Services, LLC dba LMC Steel
PO Box 367
Obrien, FL 32071

ARCHITECT: AECOM
7650 W Courtney Campbell Cswy
Tampa, FL 33607

PERIOD TO: 3/31/2022

FDOT FPID Nos. 431303-1-94-18 and 444413-1-94-01

CONTRACT FOR: New Box Hangar, Hangar Repairs and New Equipment Storage Bldg.

CONTRACT DATE: 8/19/2021

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 515,857.00
2. Net change by Change Orders	\$ 28,300.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 544,157.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 544,157.00
5. RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	\$ 25,792.85
b. % of Stored Material (Column F on G703)	\$ -
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 25,792.85
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 518,364.15
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 443,914.25
8. CURRENT PAYMENT DUE TO McInnis Services, LLC	\$ 74,449.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 25,792.85

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Added work in Hangars 12 and 13 See CO #1	\$28,300.00	\$0.00
Total approved prior months	\$28,300.00	\$0.00
	-	
Total approved this month	\$0.00	\$0.00
TOTALS	\$28,300.00	\$0.00
NET CHANGES by Change Order	\$28,300.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: McInnis Services, LLC dba LMC Steel

By:  Date: 3/18/22

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 74,449.90

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

Digitally signed by Prange, Bill
DN: cn=Prange, Bill, ou=USTPA1,
email=bill.prange@aecom.com
Date: 2022.03.22 10:38:52 -04'00'

March 22, 2022

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are listed to the nearest dollar.

APPLICATION NUMBER:

8

APPLICATION DATE:

3/21/2022

PERIOD TO:

3/31/2022

ITEM-20

PROJECT NAME: New Box Hangar, Hangar Repairs and New Equipment Storage Bldg.

A	B	C	D	E	F	G	I	J	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATIONS	WORK COMPLETE THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D+E+F)	% COMPLETE (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (5% OF G)
	BOX HANGAR BUILDING (FPID 431303-1-94-18)								
C-105-2.1	MOBILIZATION	\$ 12,000.00	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	100%	\$ -	\$ 600.00
13125-1	PREFABRICATED BOX HANGAR WITH HYDRAULIC DOOR, INCLUDING FINAL DESIGN, PERMITTING, FOUNDATION, SITE WORK, BUILDING ELECTRICAL WORK, AND ALL NECESSARY APPURTENANCES, COMPLETE IN PLACE	\$ 193,891.00	\$ 153,989.84	\$ 39,901.16	\$ -	\$ 193,891.00	100%	\$ -	\$ 9,694.55
	U-1	\$ 7,800.00	\$ 5,000.00	\$ 2,800.00	\$ -	\$ 7,800.00	100%	\$ -	\$ 390.00
	SUBTOTAL - BOX HANGAR BUILDING (FPID 431303-1-94-18)	\$ 213,691.00	\$ 170,989.84	\$ 42,701.16	\$ -	\$ 213,691.00	100%	\$ -	\$ 10,684.55
	REPAIRS TO MULTIPLE HANGARS (FPID 431303-1-94-18)								
C-105-2.1	MOBILIZATION	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
REPAIR-1	HANGAR #12 REPAIRS	\$ 19,410.00	\$ 19,410.00	\$ -	\$ -	\$ 19,410.00	100%	\$ -	\$ 970.50
REPAIR-2	HANGAR #7 REPAIRS	\$ 24,820.00	\$ 24,820.00	\$ -	\$ -	\$ 24,820.00	100%	\$ -	\$ 1,241.00
REPAIR-3	HANGAR #13 REPAIRS	\$ 6,800.00	\$ 6,800.00	\$ -	\$ -	\$ 6,800.00	100%	\$ -	\$ 340.00
REPAIR-4	HANGAR #5 REPAIRS	\$ 24,820.00	\$ 24,800.00	\$ 20.00	\$ -	\$ 24,820.00	100%	\$ -	\$ 1,241.00
REPAIR-5	HANGAR #3 REPAIRS	\$ 17,490.00	\$ 17,490.00	\$ -	\$ -	\$ 17,490.00	100%	\$ -	\$ 874.50
REPAIR-6	HANGAR #14 (FBO) REPAIRS	\$ 1,620.00	\$ -	\$ 1,620.00	\$ -	\$ 1,620.00	100%	\$ -	\$ 81.00
REPAIR-7	HANGAR #6 REPAIRS	\$ 19,910.00	\$ 19,910.00	\$ -	\$ -	\$ 19,910.00	100%	\$ -	\$ 995.50
REPAIR-8	HANGAR #8 REPAIRS	\$ 16,900.00	\$ 16,900.00	\$ -	\$ -	\$ 16,900.00	100%	\$ -	\$ 845.00
REPAIR-9	HANGAR #22 REPAIRS	\$ 980.00	\$ -	\$ 980.00	\$ -	\$ 980.00	100%	\$ -	\$ 49.00
	SUBTOTAL - REPAIRS TO MULTIPLE HANGARS (FPID 431303-1-94-18)	\$ 132,750.00	\$ 130,130.00	\$ 2,620.00	\$ -	\$ 132,750.00	100%	\$ -	\$ 6,637.50
	AIRPORT EQUIPMENT STORAGE BUILDING (FPID 444413-1-94-01)								
C-105-2.21	MOBILIZATION	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ 12,000.00	100%	\$ -	\$ 600.00
13125-2	PREFABRICATED STORAGE BUILDING WITH ROLL-UP DOORS, INCLUDING FINAL DESIGN, PERMITTING, FOUNDATION, SITE WORK, BUILDING ELECTRICAL AND ALL NECESSARY APPURTENANCES, COMPLETE IN PLACE	\$ 147,916.00	\$ 136,368.84	\$ 11,547.16	\$ -	\$ 147,916.00	100%	\$ -	\$ 7,395.80
	U-2	\$ 9,500.00	\$ -	\$ 9,500.00	\$ -	\$ 9,500.00	100%	\$ -	\$ 475.00
	SUBTOTAL - AIRPORT EQUIPMENT STORAGE BUILDING (FPID 444413-1-94-01)	\$ 169,416.00	\$ 136,368.84	\$ 33,047.16	\$ -	\$ 169,416.00	100%	\$ -	\$ 8,470.80
	TOTAL PROJECT COST	\$ 515,857.00	\$ 437,488.68	\$ 78,368.32	\$ -	\$ 515,857.00	100%	\$ -	\$ 25,792.85
	Change Orders								
	added work Hangar 12	\$ 12,500.00	\$ 12,500.00		\$ -	\$ 12,500.00	100%	\$ -	
	added work Hangar 13	\$ 15,800.00	\$ 15,800.00		\$ -	\$ 15,800.00	100%	\$ -	
	TOTAL CHANGE ORDERS	\$ 28,300.00	\$ 28,300.00	\$ -	\$ -	\$ 28,300.00	100%	\$ -	\$ -
	GRAND TOTALS:	\$ 544,157.00	\$ 465,788.68	\$ 78,368.32	\$ -	\$ 544,157.00	100%	\$ -	\$ 26,263.85

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

AECOM

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: 09-MAR-22
Invoice Number: 2000600904

Agreement Number: 60600918-1
Agreement Description:

Payment Term: 30 DAYS

Please reference Invoice Number and Project Number with Remittance

Project Number : 60600918 Project Name : 01J 2019 AIRFIELD SECURITY IMPROVEMENTS TO-14
Bill Through Date : 08-JAN-22 - 04-MAR-22
Bill Prange

Project Number	Phase Lump Sum	Description	Fee	Percent Complete	Earned	Previous	Current
60600918		01J 2019 AIRFIELD SECURITY IMPRO	51,370.00	90.00%	46,233.00	43,664.50	2,568.50
Total Phase Lump Sum:							2,568.50
Project Total : 01J 2019 AIRFIELD SECURITY IMPROVEMENTS TO-14							2,568.50

Invoice Summaries	
Total Current Amount :	2,568.50
Retention Amount :	0.00
Pre-Tax Amount :	2,568.50
Tax Amount :	0.00
Total Invoice Amount :	2,568.50

Billing Summaries					
Billing Summary	Current	Prior	Total	Total Fee	Percent Complete
Billings	2,568.50	43,664.50	46,233.00	51,370.00	90.00
Tax	0.00	0.00	0.00		
Billing Total :	2,568.50	43,664.50	46,233.00		

RECEIVED
MAR 17 2022
TOWN OF HILLIARD



1830 Craig Park Court
St. Louis, MO 63146

DUPLICATE
INVOICE

Invoice #
Invoice Date
Account # 012162
Sales Rep JACKSONVILLE HOUSE
Phone # 904-268-7007
Branch #035 Jacksonville, FL
Total Amount Due \$20,664.12

ITEM-22

Remit To:
CORE & MAIN LP
PO BOX 28330
ST. LOUIS, MO 63146

HILLIARD, TOWN OF
PO BOX 249
HILLIARD FL 32046-0249

Shipped To:
TOWN OF HILLIARD
37261 RUBY DRIVE
HILLIARD, FL

----- Thank you for the opportunity to serve you! We appreciate your prompt payment. -----

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
1/26/22	2/22/22	012622GG				DIRECT	Q279511

Product Code	Description	Ordered	Quantity		Price	UM	Extended Price
			Shipped	B/O			
CORE & MAIN PO#- 0711789							
1312ADWHPW20	12 HP DW STORM WTIB SOLID 20' DUAL WALL 12650020IBPL	260	260		14.11000 FT		3,668.60
1315ADWHPW20	15 HP DW STORM WTIB SOLID 20' DUAL WALL 15650020IBPL	120	120		17.65000 FT		2,118.00
1324ADWHPW20	24 HP DW STORM WTIB SOLID 20' DUAL WALL 24650020IBPL	40	40		38.50000 FT		1,540.00
131215NP	1215NP 12-15 FLARED END SEC HDPE	42	42		317.56000 EA		13,337.52

Q Am 3/29/22
Capital ITEM APPROVED 12/2/21

Freight	Delivery	Handling	Restock	Misc	Subtotal:	20,664.12
					Other:	.00
					Tax:	.00
Invoice Total:						\$20,664.12

Terms: NET 30
Ordered By: DAWN-904-675-9813

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



Dixon Tree and Lawn Service
 55071 Mount Olive Rd
 Callahan, FL 32011 US
 904-879-6709
 dixontreeandlawnservice@comcast.net

INVOICE

BILL TO

Town Of Hilliard
 15859 West County Road
 108
 Hilliard, FL 32011

INVOICE # 3772

DATE 03/18/2022

DUE DATE 04/17/2022

TERMS Net 30

DESCRIPTION	QTY	RATE	AMOUNT
March Service	1	8,750.00	8,750.00
City Roadside Mowing			

Thank you for your business!

BALANCE DUE

\$8,750.00

cycle # 1
ADW 3/21/22

Energy Engineering Systems

7800 Point Meadows Rd., Suite 1336
 Jacksonville, FL 32256
 (904)631-0856
glentjr@yahoo.com

DATE: February 7, 2022
 INVOICE # 150207

Bill To: Town Of Hilliard
 15859 West County Road 108
 Hilliard, FL 32046
 Attn: Ritchie Rowe

Services Provided To: Town Of Hilliard
 WWTP Filter Controls
 Improvement

P.O. #	Services Provided By	Date	Ship Via	Terms	Due Date
012122WWTP	GlenTyson	2/7/2022		Net-30	

Product ID	Description	Hours/Qty	Unit Price	Line Total
2/4/22	Filter PLC / LCD programs conversion On Site installation of new LCD and PLC processor on Filter control panel.	1	7,200.00	7,200.00

Make Checks Payable to: Energy Engineering Systems

SUBTOTAL	\$	7,200.00
PST 6.50%		-
GST 3.20%		-
SHIPPING & HANDLING		
TOTAL	\$	7,200.00
PAID		-
TOTAL DUE	\$	7,200.00

THANK YOU FOR YOUR BUSINESS!

RR Rowe PO-012122WWTP
Capital Item