

# HILLIARD TOWN COUNCIL MEETING

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

## TOWN COUNCIL MEMBERS

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

## ADMINISTRATIVE STAFF

Lisa Purvis, Town Clerk  
Joel Hall P.E., Public Works Director  
Gabe Whittenburg, Parks & Rec Director

## TOWN ATTORNEY

Christian Waugh

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## AGENDA

THURSDAY, APRIL 18, 2024, 7:00 PM

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### NOTICE TO PUBLIC

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

### PLEDGE OF CIVILITY

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

## CALL TO ORDER

## PRAYER & PLEDGE OF ALLEGIANCE

## ROLL CALL

## PUBLIC HEARING

### ITEM-1

Town Council to consider Ordinance No. 2024-02, Amending Chapter 62 Zoning and Land Development Regulations of the Hilliard Town Code  
An Ordinance Amending Section 62-1 – Definitions; Amending Section 62-36 – Notice of Public Hearings; Amending Section 62-281 – Zoning District Regulations; Adding Section 62-386 – Wireless Telecommunication Facilities.  
Adopting on First Reading and set a Public Hearing and Final Reading for June 6, 2024.

***Mayor Beasley***

Open Public Hearing  
Call for Public Comments  
Close Public Hearing on Ordinance No. 2024-02

## TOWN COUNCIL ACTION

Town Council to consider adopting Ordinance No. 2024-02, on First Reading and set a Public Hearing & Final Reading for June 6, 2024.

**REGULAR MEETING**

**ITEM-2** Additions/Deletions to Agenda

**ITEM-3** Town Council approval to adopt Resolution No. 2024-09, accepting a Florida Department of Transportation offer of an Amendment to the Public Transportation Grant Agreement and authorizing and directing the Hilliard Town Council to accept such agreement authorizing the time extension of one year.  
***Lisa Purvis, MMC – Town Clerk***

**ITEM-4** Town Council approval of the annual Parks & Recreation Seasonal Staffing Request.  
***Gabe Whittenburg – Parks & Recreation Director***

**ITEM-5** Town Council to review and accept the Building Official’s Quarterly Report for January 1, 2024, through March 31, 2024.  
***Bryan Higginbotham – Building Official***

**ITEM-6** Town Council to review and accept the Code Enforcement Officer’s Quarterly Report for January 1, 2024, through March 31, 2024.  
***Delvin Miley, Jr. – Code Enforcement Officer***

**ITEM-7** Town Council to review and accept the Land Use Administrator’s Quarterly Report for January 1, 2024, through March 31, 2024.  
***Lee Anne Wollitz – Land Use Administrator***

**ITEM-8** Town Council approval of the Minutes for the March 14, 2024, Workshop, and the April 4, 2024, Public Hearing & Regular Meeting.  
***Lisa Purvis, MMC – Town Clerk***

**ITEM-9** Town Council approval of the Payables through March 12, 2024, Project Name: 2024 IT Town Hall Park Expansion in the amount \$2,953.65.  
**CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$25,512**

**ITEM-10** Town Council approval of Mittauer & Associates, Inc., Payable through April 11, 2024, Project Name FDEP PA0302 Oxford Street Force Main Rerouting in the amount of \$3,450.00.  
**FDEP LPA0302 GRANT FUNDED PROJECT LUMP SUM CONTRACT \$101,900**

**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](http://www.townofhilliard.com).

Live & recorded videos can be accessed at [www.youtube.com](http://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.

**2024 HOLIDAYS**

**TOWN HALL OFFICES CLOSED**

- |                                  |                              |
|----------------------------------|------------------------------|
| 1. Martin Luther King, Jr. Day   | Monday, January 15, 2024     |
| 2. Memorial Day                  | Monday, May 27, 2024         |
| 3. Independence Day Monday       | Thursday, July 4, 2024       |
| 4. Labor Day                     | Monday, September 2, 2024    |
| 5. Veterans Day                  | Monday, November 11, 2024    |
| 6. Thanksgiving Day              | Thursday, November 28, 2024  |
| 7. Friday after Thanksgiving Day | Friday, November 29, 2024    |
| 8. Christmas Eve                 | Tuesday, December 24, 2024   |
| 9. Christmas Day                 | Wednesday, December 25, 2024 |
| 10. New Year's Eve               | Tuesday, December 31, 2024   |
| 11. New Year's Day               | Wednesday, January 1, 2025   |



## AGENDA ITEM REPORT

### TOWN OF HILLIARD, FLORIDA

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TO: Town Council Public Hearing & Regular Meeting Meeting Date: April 18, 2024

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

SUBJECT: Town Council to consider Ordinance No. 2024-02, Amending Chapter 62 Zoning and Land Development Regulations of the Hilliard Town Code; Amending Section 62-1 – Definitions; Amending Section 62-36 – Notice of Public Hearings; Amending Section 62-281 – Zoning District Regulations; Adding Section 62-386 – Wireless Telecommunication Facilities. Adopting on First Reading and set a Public Hearing and Final Reading for June 6, 2024.

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#### **BACKGROUND:**

See Land Use Administrator's agenda item report providing recommendation from the Planning & Zoning Board.

#### **FINANCIAL IMPACT:**

None.

#### **RECOMMENDATION:**

Town Council adoption of Ordinance No. 2024-02 on First Reading and set a Public Hearing & Final Reading for June 6, 2024.

**WEBSITE**  
**START: 03.20.2024**  
**END: 04.19.2024**

## **NOTICE OF PUBLIC HEARINGS AND FIRST READING ORDINANCE 2024-02**

**AN ORDINANCE AMENDING CHAPTER 62 ZONING AND LAND DEVELOPMENT REGULATIONS OF THE HILLIARD TOWN CODE; AMENDING SECTION 62-1 – DEFINITIONS; AMENDING SECTION 62-36 – NOTICE OF PUBLIC HEARINGS; AMENDING SECTION 62-281 – ZONING DISTRICT REGULATIONS; ADDING SECTION 62-386 – WIRELESS TELECOMMUNICATION FACILITIES; AND PROVIDING FOR AN EFFECTIVE DATE.**

The following Public Hearings have been scheduled:

Planning and Zoning Board – Tuesday, April 9, 2024, at 7:00 p.m.  
Town Council – Thursday, April 18, 2024, at 7:00 p.m.

The Public Hearings will be held in the Hilliard Town Hall Council Chambers, located at 15859 West County Road 108, Hilliard, Florida, 32046.

Action on the matter may be taken following the closing of the Public Hearings. A copy of Ordinance No. 2024-02 is available for inspection and copying at Town Hall during normal business hours 9:00 a.m. to 5:00 p.m., Monday through Friday.

PURSUANT TO THE REQUIREMENTS OF F.S. 286.0105, the following notification is given: If a person decides to appeal any decision made by the Town Council with respect to any matter considered at such meeting, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

Town of Hilliard  
Lee Anne Wollitz, Land Use Administrator  
Lisa Purvis, MMC, Town Clerk



## AGENDA ITEM REPORT

### TOWN OF HILLIARD, FLORIDA

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TO: Town Council Regular Meeting Meeting Date: April 18, 2024

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

SUBJECT: Planning and Zoning Board Recommendation to the Town Council to Adopt Ordinance No. 2024-02 Amending Section 62-1, 62-36, 62-281, 62-386 of Chapter 62, the Land Development Regulations.

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#### **BACKGROUND:**

During a review of the recently adopted Chapter 62 Repeal and Replace, it was discovered that we omitted section 62-386 Wireless Telecommunication Facilities. As well as omitting this usage from the Zoning District Regulations Chart in Section 62-281.

Additionally, we discovered an inconsistency with regards to notification requirements for Public Hearings, that adjustment is in Section 62-36.

Finally, after discussion during a Town Council Workshop, a simplification of the definition for household pets, Section 62-1, is proposed within this Ordinance.

The Ordinance proposed here would allow for the changes to be made to the adopted Land Development Regulations.

#### **FINANCIAL IMPACT:**

None.

#### **RECOMMENDATION:**

Planning & Zoning Board made a unanimous decision to recommend Ordinance 2024-02 to the Town Council for passage.

**ORDINANCE NO. 2024-02**

**AN ORDINANCE AMENDING CHAPTER 62 ZONING AND LAND DEVELOPMENT REGULATIONS OF THE HILLIARD TOWN CODE; AMENDING SECTION 62-1 – DEFINITIONS; AMENDING SECTION 62-36 – NOTICE OF PUBLIC HEARINGS; AMENDING SECTION 62-281 – ZONING DISTRICT REGULATIONS; ADDING SECTION 62-386 – WIRELESS TELECOMMUNICATION FACILITES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 62 of the Town Code is outdated because of changes in the Town; and

**WHEREAS**, the Town desires modernizing Chapter 62 of the Town Code to reflect the practical realities for the need for a wireless telecommunications facilities code section to regulate and allow cell towers within the Town’s limits; and

**WHEREAS**, the Town of Hilliard has found it necessary to enact the following amendment to Chapter 62, Zoning and Land Development Regulations.

**NOW, THEREFORE THE TOWN OF HILLIARD HEREBY ORDAINS**, the following Section of the Hilliard Town Code, Chapter 62, Zoning and Land Development Regulations shall be amended as follows:

**Section 1.**

**Section 62-1 – Definitions is hereby amended and shall read as follows:**

Pet, household, means any domestic animal normally owned or kept as a pet, ~~including cats, dogs, rabbits, raccoons, parrots, and pigeons.~~

**Section 2.**

**Section 62-36 (a) – Notice of public hearings is hereby amended and shall read as follows:**

- (a) Notice of a time and place of any required public hearings with respect to the Comprehensive Plan amendment, rezoning of land, special exceptions, variances or appeals shall be given by the land use administrator’s office at least ~~30~~ 15 days in advance of any such hearings by the town council and at least 15 days in advance of such hearings by the planning and zoning board, via first class mail or hand delivery to all owners or real property within 300 feet of the boundaries of the land upon which Comprehensive Plan amendment, rezoning, special exception, variance or appeal is requested, together with identical notice to the owner of the land for which Comprehensive Plan amendment, rezoning, or other action is proposed as provided by F.S. 166.041. The notification costs shall be paid by the petitioner. Failure of owners of lands adjoining the parcel upon which rezoning or other action is proposed to receive notice of hearings shall in no way affect the validity of the action taken.

**Section 3.**



**Section 62-281 – Zoning districts exclusive is hereby amended to add Wireless telecommunication facilities to the chart of uses by zoning districts as follows:**

USE	R-1	R-2	R-3	RM-4	RMH	A-1	MSC	C-1	M-1
						E	E	E	E

**Section 4.**

**Section 62-386 – Wireless telecommunication facilities is hereby added and shall read as following:**

- (a) *Generally.* The provisions of this section apply to wireless telecommunications facilities and are intended to promote the health, safety and general welfare of the citizens by regulating the siting of communications towers and to establish the necessary legal framework to encourage the use of towers which are compatible with their surroundings.
- (b) *Purpose.* The Hilliard Town finds that the promulgation of this section is warranted and necessary to accomplish the following purposes:
- (1) To direct the location of communication towers within the town;
  - (2) To protect residential areas and land uses from the potential adverse impacts of communication towers;
  - (3) To minimize adverse visual and aesthetic impacts of communication towers through careful design, siting, landscape screening, and innovative aesthetic mitigation;
  - (4) To accommodate the growing demand for communication towers;
  - (5) To promote and encourage shared use and co-location of existing and new communication towers as the preferred option rather than construction of additional single-use towers;
  - (6) To consider the public health and safety of communication towers;
  - (7) To avoid or minimize potential damage to adjacent properties from tower failure through engineering and careful siting of tower structures.
- (c) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Alternative support structure* means any manmade structure, except towers, including, but not limited to, buildings, power poles, light poles, clock towers, bell towers, steeples, water towers and the like, which allow for the attachment of antennas.

*Antenna* means a device for radiating or receiving radio waves. As used in this section, the term "antenna" shall include all antennas integrated and used as a single unit, such as an antenna array.

*Camouflaged* means a structure designed to support one or more antenna but designed to unobtrusively blend into the existing surroundings and disguised so as to not have the appearance of a tower. Such tower shall be consistent in size, scale and appearance with the type of object it is designed to resemble.

*Customer premises equipment* means telecommunications equipment on the premises of a telecommunications customer for the sole use of the occupants of the premises.

*Guyed* means a tower anchored with guide wires.

*Lattice* means a self-supporting tower with three or more side or open-framed supports.

*Mobile station* means equipment which is not fixed and ordinarily moves. Such a facility is typically the end users' equipment such as a wireless telephone.

*Monopole* means a single, self-supporting tower of concrete, steel, or similar materials having a solid appearance and no guide wires.

*Speculative* means a tower which is proposed for erection without evidence of any antenna leases or agreement for use of the tower.

*Tower* means a structure, greater than 15 feet in height, designed and used primarily to support one or more antenna of any type.

(d) *Special Exception required.*

- (1) All wireless telecommunication facilities shall be permitted as a Special Exception. Such facilities may be permitted the A-1, MSC, C-1, M-1 districts under the criteria set forth hereafter and upon the approval of the Planning and Zoning Board.
- (2) No development permit, including building permit, shall be issued until after a public hearing is held on the application and the Special Exception is approved by Planning and Zoning Board authorizing the construction of the proposed tower or other telecommunication facility.

(e) *Applicability regulations and exemptions to existing structures.*

- (1) All new communication towers in the Town shall be subject to this chapter and all other applicable building and construction codes. In the event of any conflict between the zoning district regulations and the regulations contained in this section, the provisions of this section shall override and supersede such other regulations unless otherwise specifically set forth herein.
- (2) The provisions of this section, other than the minimum distance requirements from residential districts, shall not apply to communication towers and communication antenna located on property, rights-of-way or easements owned by any governmental entity.
- (3) Communication towers existing on July 1, 2020, shall be allowed to continue to be used as they presently exist. Routine maintenance including replacement with a new tower of like construction and height and modifications to accommodate the co-location of an additional user or users shall be permitted on such existing towers. New construction, other than routine maintenance and modification to accommodate co-location on an existing communication tower, shall comply with the requirements of this section.

(f) *Location on lot.* A communication tower may be located on a lot utilized for other principal uses and on a parcel smaller than the minimum lot size required in the zoning district. This parcel shall be considered as the tower site. The tower site, but not the entire lot, shall be subject to all of the requirements of this section, except as specifically provided herein.

(g) *Minimum distance of towers from residential zones.*

- (1) Regardless of the zoning district in which the communication tower is located, the minimum distance of the tower shall be not less than 200 feet from the nearest residential lot line of any residential districts or from any parcel containing a residence in an agricultural district except that in the agricultural districts the communication tower may be closer to a parcel boundary provided it remains a minimum of 400 feet from any residence existing at the time of approval.

- (2) Minimum distances shall be measured from the center of the base of the communication tower to the lot line of the applicable residential zoning district or parcel, as the case may be.
- (3) Notwithstanding anything to the contrary in this chapter, no communication tower other than a monopole (freestanding) tower or alternative tower structure shall be located in any residential zoning district.
- (h) *Maximum height.*
- (1) The maximum height of communication towers shall be:
- If constructed for a single user, up to 150 feet in height;
  - If constructed for two users, up to 250 feet in height;
  - If constructed for three or more users, up to 330 feet in height.
- (2) A communication tower shall be considered to be constructed for more than one user if:
- It is constructed so as to provide sufficient excess capacity over the initial single user loading for one or more additional comparable users; and
  - The applicant consents in writing with the Town to permit one or more additional comparable communication providers to use the proposed tower where feasible and subject to reasonable terms.
- (3) Measurement of communication tower height shall include antenna, base pad, and other appurtenances and shall be measured from the finished grade of the tower site.
- (i) *Minimum yard requirements.* There are no minimum yard requirements for communication towers.
- (j) *Illumination.* Communication towers shall not be artificially lighted except as may be required by Federal Aviation Administration. If lighting is required, the applicant must present the Town with available lighting alternatives and obtain approval of the Town Council so that the Town is ensured that the design utilized will cause the least possible disturbance to the surroundings.
- (k) *Finished color.* Communication towers not requiring FAA painting/markings shall have either a galvanized finish or painted a dull blue or gray finish.
- (l) *Structural design.* Communication towers shall be designed and constructed to ensure that the structural failure or collapse of the tower will not create a safety hazard to adjoining properties. Communication towers shall be constructed to EIA/TIA 222-F Standards or the most current equivalent standards, as published by the Electronic Industries Association, which may be amended from time to time, and all applicable building codes. All plans for the construction of towers shall be sealed by a state-registered professional engineer. Further, any improvements and/or additions (i.e., antenna, satellite dishes, etc.) to existing communication towers shall require submission of site plans sealed and verified by a professional engineer which demonstrates compliance with EIA/TIA 222-F Standards or most current equivalent standards in effect at the time of said improvement or addition. Said plans shall be submitted to, reviewed and approved by the planning and zoning department at the time building permits are requested. A fall zone shall be provided to the extent that is required by EIA/TIA 222-F Standards or the most current equivalent standards.
- (m) *Fencing.* A six-foot finished masonry wall or fence, with not less than 85 percent opacity shall be required as a minimum around all communication towers located in a residential or

commercial zoning district. In all other zoning districts, the fence may be any type of security fence provided that is at least six feet in height. Access to all towers shall be through a locked gate.

- (n) *No advertising.* Neither the communication tower nor the tower site shall be used for advertising purposes and shall not contain any signs for the purpose of advertising.
- (o) *Landscaping.* The visual impacts of communication towers shall be mitigated through landscaping or the screening materials at the base of the tower and ancillary structures.
  - (1) The following landscaping and buffering of communication towers shall be required around the perimeter of the tower and accessory structures:
    - a. A row of shade trees a minimum of ten feet tall and a maximum of 20 feet apart shall be planted around the perimeter of the fence;
    - b. A continuous hedge at least 36 inches high at the time of planting, capable of growing to at least 48 inches in height within 18 months, shall be planted in front of the tree line referenced in subsection (o)(1)a of this section;
    - c. All required landscaping shall be of the evergreen variety;
    - d. All required landscaping shall be native drought tolerant species and/or irrigated and properly maintained to ensure good health and vitality.
  - (2) Required landscaping shall be installed outside the fence or wall.
  - (3) Existing vegetation shall be preserved to the maximum extent practicable and may be credited as appropriate toward landscaping requirements.
  - (4) These standards may be waived by the Planning and Zoning Board for those sides of the proposed tower that are located adjacent to undevelopable lands and lands not in public view or for good cause on any side.
- (p) *Abandonment.*
  - (1) In the event the use of any communication tower has been discontinued for a period of 180 consecutive days, the tower shall be deemed abandoned. Determination of the abandonment shall be made by the Land Use Administrator. Upon the Land Use Administrator's determination of such abandonment, the owner/operator of the tower shall have an additional 180 days within which to:
    - a. Reactivate use of the tower or transfer the tower to another owner/operator who makes actual use of the tower; or
    - b. Dismantle and remove the tower.
  - (2) After that date, the Town may dismantle and remove the tower at the owner's expense. The owner/operator shall be responsible for all costs associated therewith. At the earlier of 185 days from the date of abandonment without reactivation or upon completion of dismantling and removal, any special use permit, exception and/or variance approval for the tower shall automatically expire.
- (q) *Certification of compliance.* Prior to receiving final inspection, adequate proof shall be submitted to the zoning and planning and zoning department documenting that the communication tower complies with all current FCC regulations and non-ionizing electromagnetic/radiation (NICER) and that the radio frequency levels meet the American National Standards Institute.

- (r) *Supplemental information required for applications.* The applicant must also submit the following information in addition to the standard information required of all Special Exception applicants:
- (1) A scaled site plan clearly indicating the tower site, type and height of the proposed tower, the location of the accessory building, on-site land uses and zoning, adjacent land uses and zoning, adjacent roadways, proposed means of access, distances from property lines, elevation drawings of the proposed tower, and any other proposed structures;
  - (2) A current zoning or tax map or aerial, showing the location of the proposed tower;
  - (3) A legal description of the parent tract and tower site (if applicable);
  - (4) Engineering specifications for the proposed tower setting forth the number of users the tower is designed to accommodate and the number of antennas to be located on the tower;
  - (5) If the proposed tower site meets the required minimum distance from residential zones, the approximate distance between the proposed tower and the nearest residential dwelling, platted residentially zoned properties, or unplatted residentially zoned properties. If the proposed tower site does not meet the minimum distance requirements, then exact distances, locations and identifications of said properties shall be shown on an updated zoning or tax map;
  - (6) A landscape plan showing specific landscape materials;
  - (7) The method of fencing, finished color if applicable, the method of aesthetic mitigation and illumination;
  - (8) If the applicant is not co-locating (sharing space) on the proposed communication tower of another communication provider, evidence that it has made diligent but unsuccessful efforts to co-locate its antenna and associated equipment on and existing structure. Evidence submitted to demonstrate that no existing tower or structure can accommodate the applicant's proposed antenna may consist of any of the following:
    - a. No existing towers or structures are located within the geographic area required to meet the applicant's engineering requirements;
    - b. Existing towers or structures are not of sufficient height to meet applicants engineering requirements;
    - c. Existing towers or structures do not have sufficient structural strength to support applicants proposed antenna and related equipment;
    - d. The applicants proposed antenna would cause impermissible electromagnetic interference, as determined by the FCC, with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause impermissible interference, as determined by the FCC, with the applicants proposed antenna;
    - e. The fees or costs required to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Cost exceeding new tower development are presumed unreasonable;
    - f. Property owners or owners of existing towers or structures are unwilling to accommodate the applicant's needs; or

- g. The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable; and
  - h. If the applicant demonstrates and provides evidence that the proposed facility is designed to accommodate five or more users, the applicant shall be exempt from the provisions of this subsection (r)(8);
- (9) The written consent by the applicant that any Special Exception shall be conditioned upon requiring the applicant to:
- a. Construct the proposed communication tower so as to provide sufficient excess capacity over the initial single user loading for one or more additional comparable users; and
  - b. Permit at least one other comparable communication provider to use the proposed tower where feasible and subject to reasonable terms. The term where feasible, as it applies to co-location, means that utilization of a tower by another tower carrier which would, at the time of such utilization, comply with sound engineering principles, would not materially degrade or impair the communication tower's utilization by existing users, would not unduly burden the tower structurally, and would not otherwise materially and adversely impact existing users. Reasonable terms for use of a communication tower that may be imposed by the owner including a requirement for reasonable rent or fees, taking into consideration the capitalized cost of the communication tower and land, the amount of lease payments by the owner, the incremental cost of designing and constructing the tower so as to accommodate additional users, increases in maintenance expenses relating to the tower and a fair return on investment, provided such amount is also consistent with rates paid by other co-locators at comparable tower sites.
- (s) *Criteria for Special Exception.* In addition to meeting the requirements set forth in this chapter, the following findings must be made before the Planning and Zoning Board may grant a Special Exception for the construction of a communication tower:
- (1) The communication tower shall be compatible with the existing contiguous uses or with the general character and aesthetics of the neighborhood or the area, considering the design and height of the communication tower, the mitigating effect of any existing or proposed landscaping, fencing or other structures, and similar factors;
  - (2) The communication tower shall not have any significant detrimental impact on adjacent property values.
- (t) *Waiver and variance standards and criteria.* Notwithstanding any other variance criteria, with respect to action upon applications for zoning variances from the minimum distances required pursuant to subsection (g) of this section and maximum height requirements of subsection (h) of this section:
- (1) The Planning and Zoning Board shall grant a variance only if it finds from a preponderance of the evidence that the variance meets all of the following standards and criteria:
    - a. Certification by a radio frequency engineer, whose credentials are acceptable to the Planning and Zoning Board, that the proposed communication tower is reasonably necessary to serve an adjacent or nearby residential area or other areas.
    - b. The variance sought is the minimum necessary to address the need for the variance, subsequent to exploring all reasonable siting alternatives.

- c. The location of the proposed communication tower in relation to the existing structures, trees and other visual buffers shall minimize, to the greatest extent reasonably practicable under the circumstances, any impacts on affected residentially zoned property.
- d. The location of the communication tower will not have a significant detrimental impact on adjacent property values and any property formally designated by the comprehensive plan as protected or environmentally sensitive or judged to possess unique environmental or cultural qualities as determined by current permitting regulations of the Town.

**Section 5.**

**Effective Date.**

This Ordinance shall become effective upon passage.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by the Hilliard Town Council, Hilliard, Florida.

\_\_\_\_\_  
 Kenneth A. Sims, Sr.  
 Council President

ATTEST:

\_\_\_\_\_  
 Lisa Purvis  
 Town Clerk

APPROVED:

\_\_\_\_\_  
 John P. Beasley  
 Mayor

Planning & Zoning Board Publication:	March 20, 2024
Planning & Zoning Board Public Hearing:	April 9, 2024
Town Council First Publication:	March 20, 2024
Town Council First Public Hearing:	April 18, 2024
Town Council First Reading:	April 18, 2024
Town Council Second Publication:	May 1, 2024
Town Council Second Public Hearing:	June 6, 2024
Town Council Second & Final Reading:	June 6, 2024



# AGENDA ITEM REPORT

## TOWN OF HILLIARD, FLORIDA

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TO: Town Council Regular Meeting Meeting Date: April 18, 2024

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

SUBJECT: Town Council approval to adopt Resolution No. 2024-09, accepting a Florida Department of Transportation offer of an Amendment to the Public Transportation Grant Agreement and authorizing and directing the Hilliard Town Council to accept such agreement authorizing the time extension of one year.

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### **BACKGROUND:**

On August 19, 2021, the Town Council accepted a FDOT PTGA agreement for the Environmental Assessment for the North and South property acquisitions at the Hilliard Airpark with the agreement expiring on September 30, 2024. The FDOT Amendment #2 authorizing a one-year time extension was originally included on the April 4, 2024, agenda. The FDOT later discovered and advised that a separate resolution would be required authorizing the signing of the PTGA Amendment #2 which will result in the time extension of one-year to, September 30, 2025.

### **FINANCIAL IMPACT:**

None.

### **RECOMMENDATION:**

Town Council approval to adopt Resolution No. 2024-09, accepting a Florida Department of Transportation offer of an Amendment to the Public Transportation Grant Agreement and authorizing and directing the Hilliard Town Council to accept such agreement authorizing the time extension of one year for the Environmental Assessment for the North property acquisitions at the Hilliard Airpark.



**Lisa Purvis**

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**From:** Whitney, Donna <Donna.Whitney@dot.state.fl.us>  
**Sent:** Monday, April 8, 2024 10:52 AM  
**To:** Lisa Purvis  
**Cc:** Coffman, Kyle; Nalsen, Christina  
**Subject:** Resolution for Time Extension for the EA  
**Attachments:** Time Extension FDOT APTGA Environmental Assessment - Hilliard 440039-2-94-24.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good Morning Lisa,

I didn't realize that the Council President had changed when I told you that the old resolution would work for this time extension. I should have checked with you on this.

Since the name of the Council President is now Kenneth Sims and John Beasley is named in the resolution, we will have to have a new resolution which means you will have to take this to the next Town Council meeting for approval.

I apologize for steering you down the wrong path 😊

Sincerely,

Donna Whitney  
Florida Department of Transportation  
District Aviation Coordinator  
1109 South Marion Avenue, MS 2018  
Lake City, Florida 32025  
(386) 961-7377  
donna.whitney@dot.state.fl.us

**RESOLUTION NO. 2024-09**

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

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

**ENVIRONMENTAL ASSESSMENT FOR THE NORTH & SOUTH PROPERTY ACQUISITIONS AT HILLIARD AIRPARK**

**FDOT F.P. NUMBER 440039-2-94-22**

**WHEREAS**, the Public Transportation Grant Agreement between the Florida Department of Transportation and the Town of Hilliard dated August 30, 2021, is scheduled to expire on September 30, 2024;

**WHEREAS**, in accordance with the Public Transportation Grant Agreement, you may request by amendment a time extension;

**WHEREAS**, the Town of Hilliard hereby requests that the Public Transportation Grant Agreement for the subject project be extended until September 30, 2025, for the following reason:

The supplemental environmental work tasks cannot be initiated until the three parcels north of the Airpark are acquired by the Town and that is not expected to be complete until June or July 2024. Extending the PTGA will allow approximately twelve months to complete the tasks and gain FAA and other agency approvals.

**WHEREAS**, both parties agree to the requested extension of the Agreement. All of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect:

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

**NOW THEREFORE**, be it resolved, as follows:

1. The Town of Hilliard confirms its desire to enter into an Amended Public Transportation Grant Agreement with the State of Florida Department of Transportation; and

2. Both parties agree to extend the end date of the Agreement to September 30, 2025; and
3. The Council President Kenneth A. Sims, Town Clerk Lisa Purvis, and Mayor John P. Beasley, are hereby authorized to execute this Resolution on behalf of the Town of Hilliard; and
4. The Council President, Town Clerk and Mayor, of the Town of Hilliard, Kenneth A. Sims, Lisa Purvis and John P. Beasley, are herein specifically authorized to enter and sign such documents as may be necessary, including the referenced Amendment Public Transportation Grant Agreement, future modifications, time extensions, and project scope changes with the State of Florida Department of Transportation.

**ADOPTED** this \_\_\_\_\_, day of \_\_\_\_\_, \_\_\_\_\_, by the Hilliard Town Council, Hilliard, Florida.

\_\_\_\_\_  
Kenneth A. Sims  
Council President

ATTEST:

\_\_\_\_\_  
Lisa Purvis  
Town Clerk

APPROVED:

\_\_\_\_\_  
John P. Beasley  
Mayor

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**AMENDMENT FOR EXTENSION OF PUBLIC  
TRANSPORTATION GRANT AGREEMENT**

FD  
**ITEM-3**  
DEVELOPMENT  
OGC 02/19

**DATE:** 3/27/24  
**TO:** William Prange  
Town of Hilliard  
**FROM:** Donna Whitney  
**SUBJECT:** HILLIARD APK ENVIRONMENTAL ASSESSMENT N PROPERTY ACQ. PFL0013226  
Hilliard Airpark

**CONTRACT NUMBER:** G1Z49

**AMENDMENT NUMBER:** 2

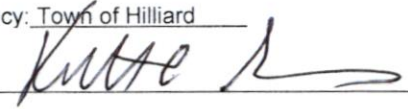
**FINANCIAL MANAGEMENT NUMBER:** 440039-2

The Public Transportation Grant Agreement ("Agreement") between the Florida Department of Transportation ("Department") and Town of Hilliard ("Agency"), dated 08/30/2021, is scheduled to expire on the 30 day of September, 2024.

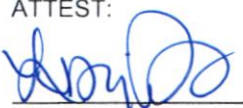
The Agency requests an Amendment of the Agreement, to extend the end date of the Agreement to the 30 day of September, 2025, for additional time to complete the Project for the following reasons: The supplemental environmental work tasks cannot be initiated until the 3 parcels north of the Airpark are acquired by the Town and that is not expected to be complete until June or July 2024. Extending the PTGA will allow approx. 12 months to complete the tasks and gain FAA and other agency approvals.

The Department agrees to the requested extension of the Agreement. All of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

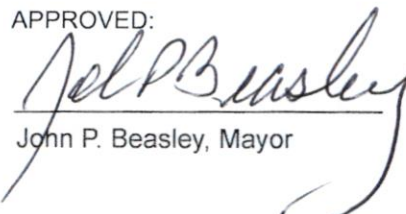
IN WITNESS WHEREOF, the Parties have executed this Amendment on \_\_\_\_\_  
(to be completed by Department).

Agency: Town of Hilliard  
By:   
Name: Kenneth A. Sims  
Title: Council President

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
By: \_\_\_\_\_  
Name: James M. Knight, P.E.  
Title: Urban Planning and Modal Administrator

ATTEST:  
  
Lisa Purvis, Town Clerk

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
Legal Review:  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED:  
  
John P. Beasley, Mayor

**RESOLUTION NO. 2021-17**

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

**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:

**ENVIRONMENTAL ASSESSMENT FOR THE NORTH & SOUTH PROPERTY ACQUISITIONS AT HILLIARD AIRPARK**

**FDOT F.P. NUMBER 440039-2-94-22**

**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 \$40,000.00 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 \$40,000.00 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.



## AGENDA ITEM REPORT

### TOWN OF HILLIARD, FLORIDA

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TO: Town Council Regular Meeting Meeting Date: April 18, 2024

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

SUBJECT: Town Council approval of the annual Parks & Recreation Seasonal Staffing Request.

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#### **BACKGROUND:**

Annual Staffing Request for Summer Camp Counselors and Swimming Pool Lifeguards.

#### **FINANCIAL IMPACT:**

The positions are seasonal and an annual projected expense of P&R. The positions will end prior to the six-month employment window for FRS Eligibility.

#### **RECOMMENDATION:**

Town Council approval of the number of requested summer temporary positions upon interviewing, review of references, and receipt of required certifications for the 2024 summer camp and pool opening programs.

**Parks & Recreation Seasonal Staffing Requests.**

**AQUATICS CENTER** (Temporary Part-Time Positions)

Lifeguards & Swim Instructors to start one week prior to pool opening and will end when the pool closes for the 2024 summer season. The staffing numbers and hourly rates are for Temporary Lifeguards and/or Swim Instructors that will work 25 to 30 hours per week. A minimum of 2 lifeguards always need to be present.

(Hourly Rates will be based on experience)

- 1. TBD \$12.50 per hour Lifeguard / Swim Instructor – Lifeguard Experience
- 2. TBD \$12.25 per hour Lifeguard – Lifeguard Experience
- 3. TBD \$12.25 per hour Lifeguard – Lifeguard Experience
- 4. TBD \$12.25 per hour Lifeguard – Lifeguard Experience
- 5. TBD \$12.15 per hour Lifeguard – Certified Lifeguard
- 6. TBD \$12.15 per hour Lifeguard – Certified Lifeguard
- 7. TBD \$12.15 per hour Lifeguard – Certified Lifeguard
- 8. TBD \$12.15 per hour Lifeguard – Certified Lifeguard
- 9. TBD \$12.15 per hour Lifeguard – Certified Lifeguard
- 10. TBD \$12.15 per hour Lifeguard – Certified Lifeguard
- 11. TBD \$12.15 per hour Lifeguard – Certified Lifeguard

**SUMMER CAMP** (Temporary Part-Time Positions)

The Camp Counselors positions will start a few weeks before summer starts to allow for staff training and will end consistent with the Nassau County School system summer break schedule. Camp Counselors will work 20-30 hours per week with the rate of pay as listed for each. Hours/shifts are subject to change based on need (1 counselor/10 camper ratio)

- 1. Shelby Turner\* – Current Regular Part Time
- 2. Brailen Fossick\* - Current Regular Part Time
- 3. Loree Whiddon - Current Regular Part Time
- 4. TBD \$12.25 per hour Counselor – Summer Camp Experience
- 5. TBD \$12.20 per hour Counselor – Summer Camp Experience
- 6. TBD \$12.20 per hour Counselor – Summer Camp Experience
- 7. TBD \$12.20 per hour Counselor – Summer Camp Experience
- 8. TBD \$12.20 per hour Counselor – Summer Camp Experience
- 9. TBD \$12.20 per hour Counselor – Summer Camp Experience
- 10. TBD \$12.20 per hour Counselor – Summer Camp Experience
- 11. TBD \$12.10 per hour Counselor – 1<sup>st</sup> summer
- 12. TBD \$12.10 per hour Counselor – 1<sup>st</sup> summer

**Administrative Assistant** (Temporary Part-Time Position). This position is a placeholder, will primarily fill with current regular part time staff working in summer camp / after school program.

**AM (6:00 AM – 12:00 PM) – Summer**

- 1. TBD \$12.50 per hour – previous administrative experience preferred.

**Facilities Maintenance Associate** (Temporary Part-Time Position)

**Flexible Schedule – Summer**

- 1. TBD \$12.50 per hour – Experience operating lawn maintenance equipment, vacuuming pool and general maintenance.



## AGENDA ITEM REPORT

### TOWN OF HILLIARD, FLORIDA

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TO: Town Council Regular Meeting Meeting Date: April 18, 2024

FROM: ***Bryan Higginbotham – Building Official***

SUBJECT: Town Council to review and accept the Building Official’s Quarterly Report for January 1, 2024, through March 31, 2024.

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#### **BACKGROUND:**

Summary of activities performed through January 1, 2024, through March 31, 2024.

Report No. 1 – Project Payment Report that shows the permit number, date paid, name, address, and amount paid.

Report No. 2 – Task Status Report that shows all the inspections performed by permit type, location, date paid, date of inspection, and if the inspection passed or failed.

#### **FINANCIAL IMPACT:**

None.

#### **RECOMMENDATION:**

Town Council to accept the Building Official’s Quarterly Report.



PROJECT	PAY DATE	ISSUED TO	PROPERTY	TOTAL PAID	COMMENT
20220258	1/03/2024	MAY, KEVIN	361622 PINE ST	25.00CR	
20230150	2/12/2024	BUFORD, KINUKO K	37070 W FIRST ST	25.00CR	
20230303	1/30/2024	MERTZ, HEATHER	551690 US HWY 1	75.00CR	
20230392	1/29/2024	HALLMARK CANTERBURY, LLC	37119 CANTEBURY DR 23	25.00CR	
20230422	2/22/2024	INTACT CONSTRUCTION MGMT GROUP	37818 OXFORD ST	25.00CR	
20230455	2/02/2024	MAY, BRANDON K	15810 CR 108	44.00CR	
20230455	2/20/2024	MAY, BRANDON K	15810 CR 108	25.00CR	
20230468	1/23/2024	BY FRANKLIN PROPERTIES	27020 MONTANA ST	1,222.95CR	
20240001	2/09/2024	MASON & MAGNOLIA LLC	37328 W SEVENTH ST	10,475.95CR	
20240001	3/05/2024	MASON & MAGNOLIA LLC	37328 W SEVENTH ST	25.00CR	
20240002	1/05/2024	MCINTURFF, RICHARD	37131 LITTLE MAGNOLIA CT	260.00CR	
20240003	1/05/2024	MCINTURFF, RICHARD	37131 LITTLE MAGNOLIA CT	2,382.06CR	
20240004	1/16/2024	MURPHY, GABRIELLE T	27195 W SECOND AVE	84.00CR	
20240005	1/10/2024	CONGER, GARY D	27258 W FIRST AVE	87.50CR	
20240006	1/16/2024	BURRELL, NICHOLAS J	27383 W THIRTEENTH AVE	54.00CR	
20240007	1/12/2024	LAURENDINE, BENITA L	27206 MISSOURI ST	29.00CR	
20240008	1/16/2024	BAKER, MICHEAL S	37108 W EIGHTH ST	44.00CR	
20240009	2/09/2024	MASON & MAGNOLIA LLC	37091 OXFORD ST	14,370.00CR	
20240010	1/17/2024	BELL, ERNEST	37145 RAILROAD ST	25.00CR	
20240011	1/19/2024	ROSBROUGH, WILBUR	361927 PINE ST	79.00CR	
20240012	1/18/2024	CREWS, FLOYD	37669 PINE ST	50.00CR	
20240012	1/26/2024	CREWS, FLOYD	37669 PINE ST	25.00CR	
20240013	1/19/2024	LGI HOMES - FLORIDA LLC	37386 WHISPER WAY	128.00CR	
20240014	1/19/2024	LGI HOMES - FLORIDA LLC	37378 WHISPER WAY	128.00CR	
20240015	1/19/2024	LGI HOMES - FLORIDA LLC	37370 WHISPER WAY	128.00CR	
20240016	2/09/2024	MASON & MAGNOLIA LLC	37328 W SEVENTH ST	2,272.34CR	
20240017	1/23/2024	REID, JEFFERY	27246 W FOURTH AVE	193.00CR	
20240018	1/25/2024	ZEKAS, KATHRYN	37203 LORENA DR	80.76CR	
20240020	1/26/2024	BY FRANKLIN PROPERTIES	27027 MONTANA ST	164.00CR	
20240021	1/26/2024	COLE, ERNIE	27474 W TENTH AVE	25.00CR	
20240022	2/02/2024	WAINRIGHT C/O SUBWAY	551758 US HIGHWAY 1	130.00CR	
20240023	1/26/2024	HODGES, RUSSELL C/O BRA	552255 US HWY 1	50.00CR	
20240024	1/31/2024	CARTER, ROBERT T	15888 CR 108	108.10CR	
20240025	1/31/2024	CARD, ALLEN P	37183 SOUTHERN GLEN WAY LOT15	183.00CR	
20240026	2/12/2024	LGI HOMES - FLORIDA LLC	37159 WHIPPOORWILL CT	169.00CR	
20240027	2/02/2024	BY FRANKLIN PROPERTIES	27020 MONTANA ST	122.00CR	
20240028	2/02/2024	MAY, BRANDON K	15810 CR 108	84.00CR	
20240029	2/16/2024	MCLEAN, JOHN	37826 OXFORD ST	2,272.34CR	
20240030	2/06/2024	RICHARDS, VIVIAN	37155 LITTLE MAGNOLIA CT	44.00CR	
20240033	2/07/2024	OPENDOOR PROPERTY TRUST I	37036 LEE ST	112.00CR	
20240034	3/01/2024	ART APPRAISAL AND ACQUISITIONS	15741 CR 108	229.00CR	
20240035	2/12/2024	SHREE RADHE SHYAM LLC	551664 US HWY 1	89.00CR	
20240036	2/09/2024	MASON & MAGNOLIA LLC	37091 OXFORD ST	128.00CR	
20240037	2/09/2024	MASON & MAGNOLIA LLC	37328 W SEVENTH ST	128.00CR	

PROJECT	PAY DATE	ISSUED TO	PROPERTY	TOTAL PAID	COMMENT
20240038	2/16/2024	LGI HOMES - FLORIDA LLC	37413 WHISPER WAY	128.00CR	
20240039	2/16/2024	LGI HOMES - FLORIDA LLC	37421 WHISPER WAY	128.00CR	
20240040	2/16/2024	LGI HOMES - FLORIDA LLC	37429 WHISPER WAY	128.00CR	
20240041	3/07/2024	LGI HOMES - FLORIDA LLC	37159 WHIPPOORWILL CT	44.00CR	
20240043	2/16/2024	LGI HOMES - FLORIDA LLC	37343 WHISPER WAY	9,242.20CR	
20240044	2/16/2024	LGI HOMES - FLORIDA LLC	37327 WHISPER WAY	9,242.20CR	
20240045	2/16/2024	LGI HOMES - FLORIDA LLC	37335 WHISPER WAY	9,297.70CR	
20240047	2/21/2024	LGI HOMES - FLORIDA LLC	37370 WHISPER WAY	124.00CR	
20240048	2/21/2024	LGI HOMES - FLORIDA LLC	37378 WHISPER WAY	124.00CR	
20240049	2/19/2024	THOMAS, RICHARD J	37015 W THIRD ST	69.00CR	
20240050	2/21/2024	LGI HOMES - FLORIDA LLC	37386 WHISPER WAY	124.00CR	
20240051	2/22/2024	LGI HOMES - FLORIDA LLC	37370 WHISPER WAY	44.00CR	
20240052	2/22/2024	LGI HOMES - FLORIDA LLC	37386 WHISPER WAY	44.00CR	
20240053	2/22/2024	LGI HOMES - FLORIDA LLC	37378 WHISPER WAY	44.00CR	
20240056	2/27/2024	BASHIR, SINAN	27071 INDIANA ST	44.00CR	
20240057	2/27/2024	PASTERS, SANDRA G	37639 W FIRST ST	229.00CR	
20240058	3/07/2024	DAVIS, LILLYAN	27234 W SECOND AVE	44.00CR	
20240059	3/07/2024	MASON & MAGNOLIA LLC	37328 W SEVENTH ST	44.00CR	
20240060	2/28/2024	LOWE, ADAM	27291 W FOURTEENTH AVE	77.26CR	
20240061	3/01/2024	CUBBEDGE, DAVID	551438 US HWY 1	79.00CR	
20240062	3/05/2024	MURPHY, LUCINDA	27513 W SECOND AVE	70.50CR	
20240062	3/15/2024	MURPHY, LUCINDA	27513 W SECOND AVE	25.00CR	
20240063	3/05/2024	LGI HOMES - FLORIDA LLC	37413 WHISPER WAY	44.00CR	
20240064	3/05/2024	LGI HOMES - FLORIDA LLC	37421 WHISPER WAY	44.00CR	
20240065	3/05/2024	LGI HOMES - FLORIDA LLC	37429 WHISPER WAY	44.00CR	
20240066	3/07/2024	MASON & MAGNOLIA LLC	37091 OXFORD ST	44.00CR	
20240067	3/08/2024	MASON & MAGNOLIA LLC	37091 OXFORD ST	164.00CR	
20240068	3/08/2024	MASON & MAGNOLIA LLC	37328 W SEVENTH ST	124.00CR	
20240069	3/11/2024	TAYLOR, LISA	27193 W FOURTEENTH AVE	197.70CR	
20240070	3/15/2024	HEDGES, ASIA	27150 W THIRTEENTH AVE	79.00CR	
20240072	3/18/2024	TAYLOR, LISA M	27193 W FOURTEENTH AVE	79.00CR	
20240073	3/12/2024	FIRST BAPTIST CHURCH HILLIARD	15850 CR 108	154.00CR	
20240074	3/15/2024	REEVES, RANDLE	37109 WALKER ST	79.00CR	
20240075	3/27/2024	HOWARD, STEPHANIE	37132 W FOURTH ST	79.00CR	
20240079	3/22/2024	PHILLIPS, RUSSELL	2767 LAKE DR	76.50CR	
20240080	3/25/2024	BROCK, TREVOR D	3754 CATHERINE ST	79.00CR	
20240081	3/15/2024	DYKES, MICHAEL	27253 W SECOND AVE	44.00CR	
20240082	3/15/2024	REEVES, RANDLE	37109 WALKER ST	29.00CR	
20240083	3/28/2024	LGI HOMES - FLORIDA LLC	37148 WHIPPOORWILL CT	9,297.70CR	
20240084	3/28/2024	LGI HOMES - FLORIDA LLC	37303 WHISPER WAY	9,011.88CR	
20240085	3/28/2024	LGI HOMES - FLORIDA LLC	37311 WHISPER WAY	9,097.90CR	
20240086	3/28/2024	LGI HOMES - FLORIDA LLC	37295 WHISPER WAY	9,097.90CR	
20240087	3/28/2024	LGI HOMES - FLORIDA LLC	37132 WHIPPOORWILL CT	9,164.50CR	
20240088	3/29/2024	LGI HOMES - FLORIDA LLC	37319 WHISPER WAY	9,164.50CR	

04/11/2024 2:50 PM  
STATUS: ALL  
SEGMENT CODES: All  
FEE CODES: All

PROJECT PAYMENT REPORT

PAGE: 3

PROJECTS: THRU ZZZZZZZZZZ  
PAYMENT DATES: 1/01/2024 TO 3/31/2024  
SORTED BY: PROJECT

ITEM-5

PROJECT	PAY DATE	ISSUED TO	PROPERTY	TOTAL PAID	COMMENT
20240089	3/27/2024	LGI HOMES - FLORIDA LLC	37386 WHISPER WAY	44.00CR	
20240090	3/27/2024	LGI HOMES - FLORIDA LLC	37378 WHISPER WAY	44.00CR	
20240091	3/27/2024	LGI HOMES - FLORIDA LLC	37370 WHISPER WAY	44.00CR	
20240092	3/25/2024	HILLIARD, PAULA & JAMES	37089 SOUTH OAK ST	54.00CR	
20240093	3/25/2024	FRANKLIN, MICHAEL C	27106 W TWELFTH AVE	25.00CR	
20240097	3/27/2024	LOYD, DOUGLAS R	37296 RAILROAD ST	179.37CR	
20240099	3/29/2024	BARCARO, ZACHARY	36615 PINE ST	79.00CR	

TOTAL ALL PROJECTS: 95 122,484.81CR

ITEM-5

\*\* SEGMENT CODE TOTALS \*\*

SEGMENT CODE	DESCRIPTION	TOTAL PAID
01-NRES	NEW RESIDENTIAL BUILDING	90,170.48CR
01-RADD	RESIDENTIAL ADDITION	197.70CR
01-RESBULD	NEW RESIDENTIAL BUILDING	9,297.70CR
01-RMISC	RESIDENTIAL MISCELLANEOUS	849.37CR
01-RREM	RESIDENTIAL REMODEL	9,242.20CR
CARPORT	CARPORT	260.00CR
CULVERT	CULVERT	6,976.74CR
DEMO	DEMOLITION	50.00CR
ELE	ELECTRICAL	1,183.00CR
MEC-COM	MECHANICAL - COMMERCIAL	179.00CR
MEC-RES	MECHANICAL - RESIDENTIAL	480.00CR
PLB-COM	PLUMBING - COMMERCIAL	75.00CR
PLB-SFR	PLUMBING - SINGLE FAM RES	1,406.00CR
POOL	SWIMMING POOL	341.00CR
ROOF	ROOF	943.62CR
SHED-MANF	MANUFACTURED SHED	520.00CR
SHED-SB	SITE BUILT SHED	183.00CR
SIGN	SIGN	130.00CR
TOTAL		122,484.81CR

ITEM-5

\*\* FEE CODE TOTALS \*\*

FEE CODE	DESCRIPTION	TOTAL PAYMENTS	TOTAL PAID
1-REINSP	REINSPECTION FEE	9	225.00CR
2-REINSP	2ND REINSPECTION FEE	1	50.00CR
ADDRESS	ADDRESSING 911	12	120.00CR
BLD-03	BLDG PERMIT FEE CONST COST SQF	14	3,534.00CR
BLD03PP	BLDG PERMIT FEE CONST COST SQF	10	4,197.50CR
CULV-PERM	CULVERT PERMIT	5	125.00CR
CULV-T01	TOWN-INST CULV 12x12x20	2	4,494.68CR
CULV-T02	TOWN-INST CULV 15x15x20	1	2,357.06CR
DEMO	DEMOLITION FEES	1	50.00CR
ELE RES	INTERIOR WIRING / RE WIRE	7	280.00CR
ELE- ADD 1	ELE COM ADD . REPAIR CHANGE	1	85.00CR
ELE- ADD 2	ELE RES ADD . REPAIR CHANGE	4	160.00CR
ELE-200	ELE SERVICE - 200 AMPS	6	480.00CR
ELE-TEMP	TEMPORARY POLE	2	80.00CR
IMPACT-SF	EDUCATION IMPACT FEE - SINGLE	11	59,736.60CR
LAND USE	PERMIT REVIEW FEE RES MULTI CO	12	756.00CR
LAND USE 2	PERMIT REVIEW FEE ACCESSORY	16	400.00CR
MEC - COMM	COMMERCIAL SITE WORK MECHANICA	1	150.00CR
MEC R C 1	RES/COM NEW UNITS UP TO 2.5 TO	7	280.00CR
MEC RMHCO1	RES MH COMM CHANGE OUT UP TO 3	3	120.00CR
MEC- REMOD	MEC DUCT CHANGES	1	40.00CR
PLB-ADD	PLB REPAIR REPIPE	1	40.00CR
PLB-SFB	PLB SINGLE FAMILY RES BASE FEE	14	560.00CR
PLB-SFI	PLB SINGLE FAMILY RES INT FIXT	9	750.00CR
PR-03	PLAN REVIEW ESTMATED COSTS	16	4,373.60CR
PR03 PPRES	PLAN REVIEW ESTMATED COSTS	1	57.20CR
ROOF	ROOFING NEW OR REROOF PERMIT	12	824.62CR
SDC-SEWER	SEWER SYSTEM DEV CHARGE, PER E	11	20,735.00CR
SDC-WATER	WATER SYSTEM DEV CHARGE, PER E	11	3,630.00CR
SHED	PRE BUILT STORAGE SHEDS	4	350.00CR
SIGN	SIGN PERMIT	1	60.00CR
SIGN-01	SIGN PERMIT REVIEW	1	70.00CR
SURCHARGE	SURCHARGE	77	526.35CR
TAP-SEWERN	SEWER TAP DOUBLE FEE	1	3,800.00CR
TAP-WATER	WATER TAP SINGLE SHORT FEE	2	3,400.00CR
WAT METER	WATER METER ANTEANA - INSTALL	9	5,587.20CR
		TOTAL	122,484.81CR

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\*\* GENERAL LEDGER DISTRIBUTION \*\*

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-00-101003	RESTR CASH-EDUC IMPACT FE	59,736.60
001-01-322000	BUILDING PERMITS	16,746.92CR
001-01-329000	ZONING REVENUE	1,346.00CR
001-01-329002	RADON	526.35CR
001-01-363290	EDUCATION IMPACT FEES	59,736.60CR
001-03-349000	CULVERT PERMITS - STREETS	6,976.74CR
401-00-101002	RESTR CASH-SYSTEM DEV CHA	24,365.00
401-06-349001	TAP-ON FEES - W&S	12,787.20CR
401-06-363240	SYSTEM DEVELOPMENT CHARGES	24,365.00CR
999-00-101000	POOLED CASH	38,383.21

SELECTION CRITERIA

ITEM-5

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REPORT SELECTION

PROJECT RANGE FROM: THROUGH ZZZZZZZZZZ  
PROJECT STATUS: All  
SEGMENT CODE: All  
FEE CODE: All

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PAYMENT SELECTION: DATE RANGE FROM: 1/01/2024 THROUGH 3/31/2024

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PRINT OPTIONS

SECURITIES ONLY: NO  
INCLUDE SECURITIES: NO  
SEGMENT DETAIL: NO  
INCLUDE REVERSE PAYMENTS: NO  
REPORT SEQUENCE: PROJECT  
COMMENT CODE:

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\*\*END OF REPORT\*\*

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PROJECT	PAY DATE	ISSUED TO	PROPERTY	TOTAL PAID	COMMENT
20220258	1/03/2024	MAY, KEVIN	361622 PINE ST	25.00CR	
20230150	2/12/2024	BUFORD, KINUKO K	37070 W FIRST ST	25.00CR	
20230303	1/30/2024	MERTZ, HEATHER	551690 US HWY 1	75.00CR	
20230392	1/29/2024	HALLMARK CANTERBURY, LLC	37119 CANTEBURY DR 23	25.00CR	
20230422	2/22/2024	INTACT CONSTRUCTION MGMT GROUP	37818 OXFORD ST	25.00CR	
20230455	2/02/2024	MAY, BRANDON K	15810 CR 108	44.00CR	
20230455	2/20/2024	MAY, BRANDON K	15810 CR 108	25.00CR	
20230468	1/23/2024	BY FRANKLIN PROPERTIES	27020 MONTANA ST	1,222.95CR	
20240001	2/09/2024	MASON & MAGNOLIA LLC	37328 W SEVENTH ST	10,475.95CR	
20240001	3/05/2024	MASON & MAGNOLIA LLC	37328 W SEVENTH ST	25.00CR	
20240002	1/05/2024	MCINTURFF, RICHARD	37131 LITTLE MAGNOLIA CT	260.00CR	
20240003	1/05/2024	MCINTURFF, RICHARD	37131 LITTLE MAGNOLIA CT	2,382.06CR	
20240004	1/16/2024	MURPHY, GABRIELLE T	27195 W SECOND AVE	84.00CR	
20240005	1/10/2024	CONGER, GARY D	27258 W FIRST AVE	87.50CR	
20240006	1/16/2024	BURRELL, NICHOLAS J	27383 W THIRTEENTH AVE	54.00CR	
20240007	1/12/2024	LAURENDINE, BENITA L	27206 MISSOURI ST	29.00CR	
20240008	1/16/2024	BAKER, MICHEAL S	37108 W EIGHTH ST	44.00CR	
20240009	2/09/2024	MASON & MAGNOLIA LLC	37091 OXFORD ST	14,370.00CR	
20240010	1/17/2024	BELL, ERNEST	37145 RAILROAD ST	25.00CR	
20240011	1/19/2024	ROSBURGH, WILBUR	361927 PINE ST	79.00CR	
20240012	1/18/2024	CREWS, FLOYD	37669 PINE ST	50.00CR	
20240012	1/26/2024	CREWS, FLOYD	37669 PINE ST	25.00CR	
20240013	1/19/2024	LGI HOMES - FLORIDA LLC	37386 WHISPER WAY	128.00CR	
20240014	1/19/2024	LGI HOMES - FLORIDA LLC	37378 WHISPER WAY	128.00CR	
20240015	1/19/2024	LGI HOMES - FLORIDA LLC	37370 WHISPER WAY	128.00CR	
20240016	2/09/2024	MASON & MAGNOLIA LLC	37328 W SEVENTH ST	2,272.34CR	
20240017	1/23/2024	REID, JEFFERY	27246 W FOURTH AVE	193.00CR	
20240018	1/25/2024	ZEKAS, KATHRYN	37203 LORENA DR	80.76CR	
20240020	1/26/2024	BY FRANKLIN PROPERTIES	27027 MONTANA ST	164.00CR	
20240021	1/26/2024	COLE, ERNIE	27474 W TENTH AVE	25.00CR	
20240022	2/02/2024	WAINRIGHT C/O SUBWAY	551758 US HIGHWAY 1	130.00CR	
20240023	1/26/2024	HODGES, RUSSELL C/O BRA	552255 US HWY 1	50.00CR	
20240024	1/31/2024	CARTER, ROBERT T	15888 CR 108	108.10CR	
20240025	1/31/2024	CARD, ALLEN P	37183 SOUTHERN GLEN WAY LOT15	183.00CR	
20240026	2/12/2024	LGI HOMES - FLORIDA LLC	37159 WHIPPOORWILL CT	169.00CR	
20240027	2/02/2024	BY FRANKLIN PROPERTIES	27020 MONTANA ST	122.00CR	
20240028	2/02/2024	MAY, BRANDON K	15810 CR 108	84.00CR	
20240029	2/16/2024	MCLEAN, JOHN	37826 OXFORD ST	2,272.34CR	
20240030	2/06/2024	RICHARDS, VIVIAN	37155 LITTLE MAGNOLIA CT	44.00CR	
20240033	2/07/2024	OPENDOOR PROPERTY TRUST I	37036 LEE ST	112.00CR	
20240034	3/01/2024	ART APPRAISAL AND ACQUISITIONS	15741 CR 108	229.00CR	
20240035	2/12/2024	SHREE RADHE SHYAM LLC	551664 US HWY 1	89.00CR	
20240036	2/09/2024	MASON & MAGNOLIA LLC	37091 OXFORD ST	128.00CR	
20240037	2/09/2024	MASON & MAGNOLIA LLC	37328 W SEVENTH ST	128.00CR	



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PROJECT	PAY DATE	ISSUED TO	PROPERTY	TOTAL PAID	COMMENT
20240038	2/16/2024	LGI HOMES - FLORIDA LLC	37413 WHISPER WAY	128.00CR	
20240039	2/16/2024	LGI HOMES - FLORIDA LLC	37421 WHISPER WAY	128.00CR	
20240040	2/16/2024	LGI HOMES - FLORIDA LLC	37429 WHISPER WAY	128.00CR	
20240041	3/07/2024	LGI HOMES - FLORIDA LLC	37159 WHIPPOORWILL CT	44.00CR	
20240043	2/16/2024	LGI HOMES - FLORIDA LLC	37343 WHISPER WAY	9,242.20CR	
20240044	2/16/2024	LGI HOMES - FLORIDA LLC	37327 WHISPER WAY	9,242.20CR	
20240045	2/16/2024	LGI HOMES - FLORIDA LLC	37335 WHISPER WAY	9,297.70CR	
20240047	2/21/2024	LGI HOMES - FLORIDA LLC	37370 WHISPER WAY	124.00CR	
20240048	2/21/2024	LGI HOMES - FLORIDA LLC	37378 WHISPER WAY	124.00CR	
20240049	2/19/2024	THOMAS, RICHARD J	37015 W THIRD ST	69.00CR	
20240050	2/21/2024	LGI HOMES - FLORIDA LLC	37386 WHISPER WAY	124.00CR	
20240051	2/22/2024	LGI HOMES - FLORIDA LLC	37370 WHISPER WAY	44.00CR	
20240052	2/22/2024	LGI HOMES - FLORIDA LLC	37386 WHISPER WAY	44.00CR	
20240053	2/22/2024	LGI HOMES - FLORIDA LLC	37378 WHISPER WAY	44.00CR	
20240056	2/27/2024	BASHIR, SINAN	27071 INDIANA ST	44.00CR	
20240057	2/27/2024	PASTERS, SANDRA G	37639 W FIRST ST	229.00CR	
20240058	3/07/2024	DAVIS, LILLYAN	27234 W SECOND AVE	44.00CR	
20240059	3/07/2024	MASON & MAGNOLIA LLC	37328 W SEVENTH ST	44.00CR	
20240060	2/28/2024	LOWE, ADAM	27291 W FOURTEENTH AVE	77.26CR	
20240061	3/01/2024	CUBBEDGE, DAVID	551438 US HWY 1	79.00CR	
20240062	3/05/2024	MURPHY, LUCINDA	27513 W SECOND AVE	70.50CR	
20240062	3/15/2024	MURPHY, LUCINDA	27513 W SECOND AVE	25.00CR	
20240063	3/05/2024	LGI HOMES - FLORIDA LLC	37413 WHISPER WAY	44.00CR	
20240064	3/05/2024	LGI HOMES - FLORIDA LLC	37421 WHISPER WAY	44.00CR	
20240065	3/05/2024	LGI HOMES - FLORIDA LLC	37429 WHISPER WAY	44.00CR	
20240066	3/07/2024	MASON & MAGNOLIA LLC	37091 OXFORD ST	44.00CR	
20240067	3/08/2024	MASON & MAGNOLIA LLC	37091 OXFORD ST	164.00CR	
20240068	3/08/2024	MASON & MAGNOLIA LLC	37328 W SEVENTH ST	124.00CR	
20240069	3/11/2024	TAYLOR, LISA	27193 W FOURTEENTH AVE	197.70CR	
20240070	3/15/2024	HEDGES, ASIA	27150 W THIRTEENTH AVE	79.00CR	
20240072	3/18/2024	TAYLOR, LISA M	27193 W FOURTEENTH AVE	79.00CR	
20240073	3/12/2024	FIRST BAPTIST CHURCH HILLIARD	15850 CR 108	154.00CR	
20240074	3/15/2024	REEVES, RANDLE	37109 WALKER ST	79.00CR	
20240075	3/27/2024	HOWARD, STEPHANIE	37132 W FOURTH ST	79.00CR	
20240079	3/22/2024	PHILLIPS, RUSSELL	2767 LAKE DR	76.50CR	
20240080	3/25/2024	BROCK, TREVOR D	3754 CATHERINE ST	79.00CR	
20240081	3/15/2024	DYKES, MICHAEL	27253 W SECOND AVE	44.00CR	
20240082	3/15/2024	REEVES, RANDLE	37109 WALKER ST	29.00CR	
20240083	3/28/2024	LGI HOMES - FLORIDA LLC	37148 WHIPPOORWILL CT	9,297.70CR	
20240084	3/28/2024	LGI HOMES - FLORIDA LLC	37303 WHISPER WAY	9,011.88CR	
20240085	3/28/2024	LGI HOMES - FLORIDA LLC	37311 WHISPER WAY	9,097.90CR	
20240086	3/28/2024	LGI HOMES - FLORIDA LLC	37295 WHISPER WAY	9,097.90CR	
20240087	3/28/2024	LGI HOMES - FLORIDA LLC	37132 WHIPPOORWILL CT	9,164.50CR	
20240088	3/29/2024	LGI HOMES - FLORIDA LLC	37319 WHISPER WAY	9,164.50CR	

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PROJECT	PAY DATE	ISSUED TO	PROPERTY	TOTAL PAID	COMMENT
20240089	3/27/2024	LGI HOMES - FLORIDA LLC	37386 WHISPER WAY	44.00CR	
20240090	3/27/2024	LGI HOMES - FLORIDA LLC	37378 WHISPER WAY	44.00CR	
20240091	3/27/2024	LGI HOMES - FLORIDA LLC	37370 WHISPER WAY	44.00CR	
20240092	3/25/2024	HILLIARD, PAULA & JAMES	37089 SOUTH OAK ST	54.00CR	
20240093	3/25/2024	FRANKLIN, MICHAEL C	27106 W TWELFTH AVE	25.00CR	
20240097	3/27/2024	LOYD, DOUGLAS R	37296 RAILROAD ST	179.37CR	
20240099	3/29/2024	BARCARO, ZACHARY	36615 PINE ST	79.00CR	

TOTAL ALL PROJECTS: 95 122,484.81CR

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\*\* SEGMENT CODE TOTALS \*\*

SEGMENT CODE	DESCRIPTION	TOTAL PAID
01-NRES	NEW RESIDENTIAL BUILDING	90,170.48CR
01-RADD	RESIDENTIAL ADDITION	197.70CR
01-RESBULD	NEW RESIDENTIAL BUILDING	9,297.70CR
01-RMISC	RESIDENTIAL MISCELLANEOUS	849.37CR
01-RREM	RESIDENTIAL REMODEL	9,242.20CR
CARPORT	CARPORT	260.00CR
CULVERT	CULVERT	6,976.74CR
DEMO	DEMOLITION	50.00CR
ELE	ELECTRICAL	1,183.00CR
MEC-COM	MECHANICAL - COMMERCIAL	179.00CR
MEC-RES	MECHANICAL - RESIDENTIAL	480.00CR
PLB-COM	PLUMBING - COMMERCIAL	75.00CR
PLB-SFR	PLUMBING - SINGLE FAM RES	1,406.00CR
POOL	SWIMMING POOL	341.00CR
ROOF	ROOF	943.62CR
SHED-MANF	MANUFACTURED SHED	520.00CR
SHED-SB	SITE BUILT SHED	183.00CR
SIGN	SIGN	130.00CR
TOTAL		122,484.81CR

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\*\* FEE CODE TOTALS \*\*

FEE CODE	DESCRIPTION	TOTAL PAYMENTS	TOTAL PAID
1-REINSP	REINSPECTION FEE	9	225.00CR
2-REINSP	2ND REINSPECTION FEE	1	50.00CR
ADDRESS	ADDRESSING 911	12	120.00CR
BLD-03	BLDG PERMIT FEE CONST COST SQF	14	3,534.00CR
BLD03PP	BLDG PERMIT FEE CONST COST SQF	10	4,197.50CR
CULV-PERM	CULVERT PERMIT	5	125.00CR
CULV-T01	TOWN-INST CULV 12x12x20	2	4,494.68CR
CULV-T02	TOWN-INST CULV 15x15x20	1	2,357.06CR
DEMO	DEMOLITION FEES	1	50.00CR
ELE RES	INTERIOR WIRING / RE WIRE	7	280.00CR
ELE- ADD 1	ELE COM ADD . REPAIR CHANGE	1	85.00CR
ELE- ADD 2	ELE RES ADD . REPAIR CHANGE	4	160.00CR
ELE-200	ELE SERVICE - 200 AMPS	6	480.00CR
ELE-TEMP	TEMPORARY POLE	2	80.00CR
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LAND USE	PERMIT REVIEW FEE RES MULTI CO	12	756.00CR
LAND USE 2	PERMIT REVIEW FEE ACCESSORY	16	400.00CR
MEC - COMM	COMMERCIAL SITE WORK MECHANICA	1	150.00CR
MEC R C 1	RES/COM NEW UNITS UP TO 2.5 TO	7	280.00CR
MEC RMHCO1	RES MH COMM CHANGE OUT UP TO 3	3	120.00CR
MEC- REMOD	MEC DUCT CHANGES	1	40.00CR
PLB-ADD	PLB REPAIR REPIPE	1	40.00CR
PLB-SFB	PLB SINGLE FAMILY RES BASE FEE	14	560.00CR
PLB-SFI	PLB SINGLE FAMILY RES INT FIXT	9	750.00CR
PR-03	PLAN REVIEW ESTMATED COSTS	16	4,373.60CR
PR03 PPRES	PLAN REVIEW ESTMATED COSTS	1	57.20CR
ROOF	ROOFING NEW OR REROOF PERMIT	12	824.62CR
SDC-SEWER	SEWER SYSTEM DEV CHARGE, PER E	11	20,735.00CR
SDC-WATER	WATER SYSTEM DEV CHARGE, PER E	11	3,630.00CR
SHED	PRE BUILT STORAGE SHEDS	4	350.00CR
SIGN	SIGN PERMIT	1	60.00CR
SIGN-01	SIGN PERMIT REVIEW	1	70.00CR
SURCHARGE	SURCHARGE	77	526.35CR
TAP-SEWERN	SEWER TAP DOUBLE FEE	1	3,800.00CR
TAP-WATER	WATER TAP SINGLE SHORT FEE	2	3,400.00CR
WAT METER	WATER METER ANTEANA - INSTALL	9	5,587.20CR
		TOTAL	122,484.81CR

ITEM-5

\*\* GENERAL LEDGER DISTRIBUTION \*\*

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001-01-329000	ZONING REVENUE	1,346.00CR
001-01-329002	RADON	526.35CR
001-01-363290	EDUCATION IMPACT FEES	59,736.60CR
001-03-349000	CULVERT PERMITS - STREETS	6,976.74CR
401-00-101002	RESTR CASH-SYSTEM DEV CHA	24,365.00
401-06-349001	TAP-ON FEES - W&S	12,787.20CR
401-06-363240	SYSTEM DEVELOPMENT CHARGES	24,365.00CR
999-00-101000	POOLED CASH	38,383.21

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INC CODE: \* - All  
 TASK CODE: \* - ALL  
 STATUS: \* - All

USER: \* - All  
 GROUP: BP  
 PRIORITY: \* - All  
 TYPE: \* - All

ORIGINATION: 1/01/2024 THRU 3/31/2024  
 DUE: 0/00/0000 THRU 99/99/9999  
 RESOLUTION: 0/00/0000 THRU 99/99/9999

TASK	INCIDENT	PROPERTY	S	P	GROUP	USER	ORIG DATE	DUE DATE	RESOLUTION
7943-INSPECTION	7316-Z-ROOF FINAL	27437 W SECOND AVE	C	1	BP	bhigg	1/03/24	1/04/24	1/05/24 APPROV
7944-INSPECTION	7317-Z-MISC	15810 CR 108	C	1	BP	bhigg	1/03/24	1/04/24	1/03/24 APPROV
7945-INSPECTION	7318-Z-ROOF FINAL	15810 CR 108	C	1	BP	bhigg	1/03/24	1/04/24	1/03/24 APPROV
7946-INSPECTION	7319-Z-ROOF IN PROGR	27195 W SECOND AVE	C	1	BP	bhigg	1/03/24	1/04/24	1/17/24 APPROV
7947-INSPECTION	7320-Z-MISC	37336 W SEVENTH ST	C	1	BP	bhigg	1/04/24	1/05/24	1/05/24 APPROV
7948-INSPECTION	7321-Z-BLD-FINAL	37120 WARDIER LN	C	1	BP	No Inspect	1/08/24	1/04/24	1/04/24 APPROV
7949-INSPECTION	7322-Z-PLB-FINAL	37120 WARDIER LN	C	1	BP	UNASSIGNED	1/08/24	1/04/24	1/08/24 APPROV
7950-INSPECTION	7323-Z-PLB-FINAL	37120 WARDIER LN	C	1	BP	UNASSIGNED	1/08/24	1/04/24	1/04/24 APPROV
7951-INSPECTION	7324-Z-BLD-FINAL	37112 WARDIER LN	C	1	BP	No Inspect	1/08/24	1/03/24	1/03/24 APPROV
7952-INSPECTION	7325-Z-MISC	37112 WARDIER LN	C	1	BP	UNASSIGNED	1/08/24	1/03/24	1/08/24 APPROV
7953-INSPECTION	7326-Z-ELE-FINAL	37112 WARDIER LN	C	1	BP	UNASSIGNED	1/08/24	1/03/24	1/03/24 APPROV
7954-INSPECTION	7327-Z-MEC-FINAL	37112 WARDIER LN	C	1	BP	UNASSIGNED	1/08/24	1/04/24	1/03/24 APPROV
7955-INSPECTION	7328-Z-PLB-FINAL	37112 WARDIER LN	C	1	BP	UNASSIGNED	1/08/24	1/04/24	1/04/24 APPROV
7956-INSPECTION	7329-Z-PLB-FINAL	37112 WARDIER LN	C	1	BP	UNASSIGNED	1/08/24	1/09/24	1/04/24 APPROV
7957-INSPECTION	7330-Z-PLB-FINAL	37490 WHISPER WAY	C	1	BP	UNASSIGNED	1/08/24	1/04/24	1/04/24 APPROV
7958-INSPECTION	7331-Z-PLB-FINAL	37490 WHISPER WAY	C	1	BP	UNASSIGNED	1/08/24	1/04/24	1/04/24 APPROV
7959-INSPECTION	7332-Z-MEC-FINAL	37490 WHISPER WAY	C	1	BP	UNASSIGNED	1/08/24	1/04/24	1/04/24 APPROV
7960-INSPECTION	7333-Z-BLD-FINAL	37442 WHISPER WAY	C	1	BP	No Inspect	1/08/24	1/04/24	1/04/24 APPROV
7961-INSPECTION	7334-Z-ELE-FINAL	37442 WHISPER WAY	C	1	BP	No Inspect	1/08/24	1/04/24	1/04/24 APPROV
7962-INSPECTION	7335-Z-MEC-FINAL	37442 WHISPER WAY	C	1	BP	UNASSIGNED	1/08/24	12/27/23	11/27/23 APPROV
7963-INSPECTION	7336-Z-PLB-FINAL	37442 WHISPER WAY	C	1	BP	UNASSIGNED	1/08/24	1/04/24	11/27/23 APPROV
7964-INSPECTION	7337-Z-PLB-FINAL	37442 WHISPER WAY	C	1	BP	UNASSIGNED	1/08/24	11/27/23	11/27/23 APPROV
7965-INSPECTION	7338-Z-BLD-FINAL	37458 WHISPER WAY	C	1	BP	No Inspect	1/08/24	11/22/23	11/22/23 APPROV
7969-INSPECTION	7342-Z-PLB-FINAL	37458 WHISPER WAY	C	1	BP	UNASSIGNED	1/08/24	11/22/23	11/22/23 APPROV
7980-INSPECTION	7353-Z-ELE-FINAL	37120 WARDIER LN	C	1	BP	UNASSIGNED	1/03/24	1/03/24	1/03/24 APPROV
7986-INSPECTION	7359-Z-BLD-FINAL	37115 WARDIER LN	C	1	BP	No Inspect	1/09/24	12/21/23	12/21/23 APPROV
7993-INSPECTION	7366-Z-BLD-FINAL	37490 WHISPER WAY	C	1	BP	No Inspect	1/03/24	1/03/24	1/03/24 APPROV
7994-INSPECTION	7367-Z-BLD-FINAL	37437 WHISPER WAY	C	1	BP	No Inspect	1/09/24	12/13/23	12/13/23 APPROV

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TASK	INCIDENT	PROPERTY	S	P	GROUP	USER	ORIG DATE	DUE DATE	RESOLUTION
8005-INSPECTION	7378-Z-PLB-FINAL	37453 WHISPER WAY	C	1	BP	No Inspect	1/09/24	12/13/23	12/13/23 APPROV
8011-INSPECTION	7384-Z-MEC-FINAL	37469 WHISPER WAY	C	1	BP	No Inspect	1/09/24	1/10/24	12/06/23 APPROV
8016-INSPECTION	7389-Z-MEC-FINAL	37477 WHISPER WAY	C	1	BP	UNASSIGNED	1/09/24	12/08/23	12/08/23 APPROV
8031-INSPECTION	7404-Z-ROOF IN PROGR	27258 W FIRST AVE	C	1	BP	bhigg	1/11/24	1/12/24	1/12/24 APPROV
8036-INSPECTION	7409-Z-PLB-FINAL	37498 WHISPER WAY	C	1	BP	UNASSIGNED	1/09/24	1/09/24	1/09/24 APPROV
8037-INSPECTION	7410-Z-PLB-FINAL	37258 WHISPER WAY	C	1	BP	No Inspect	1/09/24	1/09/24	1/09/24 APPROV
8040-INSPECTION	7413-Z-ELE ROUGH	27195 W SECOND AVE	C	1	BP	bhigg	1/16/24	1/17/24	1/17/24 APPROV
8044-INSPECTION	7417-Z-ROOF FINAL	27258 W FIRST AVE	C	1	BP	bhigg	1/16/24	1/12/24	1/12/24 APPROV
8045-INSPECTION	7418-Z-CULVERT FINAL	37131 LITTLE MAGNOLI	C	1	BP	No Inspect	1/16/24	1/17/24	2/08/24 APPROV
8046-INSPECTION	7419-Z-BLD-FINAL	361919 PINE ST	C	1	BP	No Inspect	1/16/24	1/17/24	1/16/24 APPROV
8052-INSPECTION	7425-Z-PLB-FINAL	361919 PINE ST	C	1	BP	UNASSIGNED	1/24/24	1/24/24	1/24/24 APPROV
8053-INSPECTION	7426-Z-MISC	37108 W EIGHTH ST	C	1	BP	bhigg	1/17/24	1/18/24	1/17/24 APPROV
8055-INSPECTION	7428-Z-MEC-FINAL	361919 PINE ST	C	1	BP	No Inspect	1/12/24	1/12/24	1/12/24 APPROV
8056-INSPECTION	7429-Z-ELE-FINAL	361919 PINE ST	C	1	BP	UNASSIGNED	1/17/24	1/12/24	1/12/24 APPROV
8057-INSPECTION	7430-Z-PLB-FINAL	361911 PINE ST	C	1	BP	No Inspect	1/17/24	1/15/24	1/15/24 APPROV
8058-INSPECTION	7431-Z-MEC-FINAL	361911 PINE ST	C	1	BP	No Inspect	1/17/24	1/15/24	1/15/24 APPROV
8061-INSPECTION	7434-Z-ELE-FINAL	37108 W EIGHTH ST	C	1	BP	bhigg	1/17/24	1/18/24	1/17/24 APPROV
8063-INSPECTION	7436-Z-ROOF FINAL	27195 W SECOND AVE	C	1	BP	bhigg	1/17/24	1/17/24	1/17/24 APPROV
8064-INSPECTION	7437-Z-MEC-FINAL	37119 CANTEBURY APT	C	1	BP	bhigg	1/18/24	1/19/24	1/19/24 FAILED
8065-INSPECTION	7438-Z-MEC-FINAL	37119 CANTEBURY DR 2	C	1	BP	bhigg	1/18/24	1/19/24	1/19/24 FAILED
8066-INSPECTION	7439-Z-BLD-FINAL	27234 W SECOND AVE	C	1	BP	bhigg	1/18/24	1/19/24	1/23/24 APPROV
8067-INSPECTION	7440-Z-ROOF FINAL	37669 PINE ST	C	1	BP	bhigg	1/18/24	1/19/24	1/24/24 FAILED
8076-INSPECTION	7449-Z-ROOF IN PROGR	37069 LEE ST	C	1	BP	bhigg	1/23/24	1/24/24	1/24/24 APPROV
8077-INSPECTION	7450-Z-ROOF FINAL	37069 LEE ST	C	1	BP	bhigg	1/23/24	1/24/24	1/24/24 APPROV
8080-INSPECTION	7453-Z-PLB-FINAL	37246 W THIRD ST	C	1	BP	bhigg	1/24/24	1/25/24	1/26/24 APPROV
8081-INSPECTION	7454-Z-PLB-FINAL	37246 W THIRD ST	C	1	BP	bhigg	1/24/24	1/25/24	1/26/24 APPROV
8082-INSPECTION	7455-Z-ELE-FINAL	37246 W THIRD ST	C	1	BP	bhigg	1/24/24	1/25/24	1/26/24 APPROV
8086-INSPECTION	7459-Z-MISC	27195 W SECOND AVE	C	1	BP	bhigg	1/25/24	1/26/24	1/26/24 APPROV

T A S K S T A T U S R E P O R T  
S U M M A R Y

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TASK	INCIDENT	PROPERTY	S	P	GROUP	USER	ORIG DATE	DUE DATE	RESOLUTION
8087-INSPECTION	7460-Z-MISC	27195 W SECOND AVE	V	1	BP	bhigg	1/25/24	1/26/24	
8089-INSPECTION	7462-Z-TEMP POLE	27027 MONTANA ST	C	1	BP	bhigg	1/26/24	1/29/24	1/26/24 APPROV
8090-INSPECTION	7463-Z-MISC	371105 OXFORD ST	C	1	BP	bhigg	1/26/24	1/29/24	1/26/24 APPROV
8091-REINSPECTION	7440-Z-ROOF FINAL	37669 PINE ST	C	1	BP	bhigg	1/26/24	7/24/24	1/26/24 APPROV
8092-INSPECTION	7464-Z-CELL TOWER FI	371105 OXFORD ST	C	1	BP	bhigg	1/26/24	1/29/24	1/26/24 APPROV
8093-REINSPECTION	7437-Z-MEC-FINAL	37119 CANTEBURY APT	C	1	BP	bhigg	1/29/24	7/27/24	1/31/24 APPROV
8094-REINSPECTION	7438-Z-MEC-FINAL	37119 CANTEBURY DR 2	C	1	BP	bhigg	1/29/24	7/27/24	1/31/24 APPROV
8096-INSPECTION	7466-Z-PLB-FINAL	551690 US HWY 1	C	1	BP	bhigg	1/30/24	1/31/24	1/31/24 APPROV
8097-INSPECTION	7467-Z-BLD-FINAL	37826 OXFORD ST	C	1	BP	bhigg	1/30/24	1/31/24	1/31/24 APPROV
8098-INSPECTION	7468-Z-PLB-FINAL	37826 OXFORD ST	C	1	BP	bhigg	1/30/24	1/31/24	2/02/24 APPROV
8100-INSPECTION	7470-Z-ELE-FINAL	37826 OXFORD ST	C	1	BP	bhigg	1/30/24	1/31/24	2/02/24 APPROV
8101-INSPECTION	7471-Z-MEC-FINAL	37826 OXFORD ST	C	1	BP	bhigg	1/30/24	1/31/24	2/02/24 APPROV
8103-INSPECTION	7473-Z-FOUND	37183 SOUTHERN GLEN	C	1	BP	bhigg	2/01/24	2/02/24	2/02/24 APPROV
8104-INSPECTION	7474-Z-ROOF FINAL	15841 CR 108	C	1	BP	bhigg	2/01/24	2/02/24	2/07/24 FAILED
8105-INSPECTION	7475-Z-ELE-FINAL	361539 PINE ST APT B	C	1	BP	UNASSIGNED	1/15/24	1/15/24	1/15/24 APPROV
8107-INSPECTION	7477-Z-TAPOUT	27020 MONTANA ST	A	1	BP	bhigg	2/02/24	2/05/24	
8108-INSPECTION	7478-Z-UNDERGROUND	27020 MONTANA ST	C	1	BP	bhigg	2/02/24	2/05/24	2/02/23 APPROV
8109-INSPECTION	7479-Z-BLD-FINAL	37025 SOUTH PINE ST	C	1	BP	No Inspect	1/24/24	1/24/24	1/24/24 APPROV
8110-INSPECTION	7480-Z-PLB-FINAL	37025 SOUTH PINE ST	C	1	BP	No Inspect	2/02/24	1/24/24	1/24/24 APPROV
8111-INSPECTION	7481-Z-ELE-FINAL	37025 SOUTH PINE ST	C	1	BP	UNASSIGNED	2/05/24	2/02/24	2/02/24 APPROV
8112-INSPECTION	7482-Z-MEC-FINAL	37025 SOUTH PINE ST	C	1	BP	No Inspect	2/05/24	1/24/24	2/05/24 APPROV
8114-INSPECTION	7484-Z-BLD-FINAL	37426 WHISPER WAY	C	1	BP	No Inspect	2/05/24	1/11/24	1/11/24 APPROV
8115-INSPECTION	7485-Z-ELE-FINAL	37426 WHISPER WAY	C	1	BP	UNASSIGNED	2/05/24	1/11/24	1/11/24 APPROV
8116-INSPECTION	7486-Z-PLB-FINAL	37426 WHISPER WAY	C	1	BP	No Inspect	2/05/24	2/06/24	1/11/24 APPROV
8117-INSPECTION	7487-Z-MEC-FINAL	37426 WHISPER WAY	C	1	BP	UNASSIGNED	2/05/24	1/11/24	1/11/24 APPROV
8118-INSPECTION	7488-Z-PLB-FINAL	37426 WHISPER WAY	C	1	BP	No Inspect	2/05/24	1/11/24	1/11/24 APPROV
8119-INSPECTION	7489-Z-BLD-FINAL	37418 WHISPER WAY	C	1	BP	No Inspect	2/05/24	1/11/24	1/11/24 APPROV
8120-INSPECTION	7490-Z-ELE-FINAL	37418 WHISPER WAY	C	1	BP	UNASSIGNED	2/05/24	1/11/24	1/11/24 APPROV



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TASK	INCIDENT	PROPERTY	S	P	GROUP	USER	ORIG DATE	DUE DATE	RESOLUTION
8121-INSPECTION	7491-Z-PLB-FINAL	37418 WHISPER WAY	C	1	BP	UNASSIGNED	2/05/24	1/11/24	1/11/24 APPROV
8122-INSPECTION	7492-Z-MEC-FINAL	37418 WHISPER WAY	C	1	BP	UNASSIGNED	2/05/24	1/11/24	1/11/24 APPROV
8123-INSPECTION	7493-Z-PLB-FINAL	37418 WHISPER WAY	C	1	BP	UNASSIGNED	2/05/24	1/11/24	1/11/24 APPROV
8124-INSPECTION	7494-Z-BLD-FINAL	37410 WHISPER WAY	C	1	BP	No Inspect	2/05/24	1/17/24	1/17/24 APPROV
8125-INSPECTION	7495-Z-ELE-FINAL	37410 WHISPER WAY	C	1	BP	UNASSIGNED	2/05/24	1/17/24	1/17/24 APPROV
8126-INSPECTION	7496-Z-PLB-FINAL	37410 WHISPER WAY	C	1	BP	UNASSIGNED	2/05/24	1/17/24	1/17/24 APPROV
8127-INSPECTION	7497-Z-PLB-FINAL	37410 WHISPER WAY	C	1	BP	UNASSIGNED	2/05/24	1/17/24	1/17/24 APPROV
8128-INSPECTION	7498-Z-BLD-FINAL	37394 WHISPER WAY	C	1	BP	No Inspect	2/05/24	1/17/24	1/17/24 APPROV
8129-INSPECTION	7499-Z-FOUND	27020 MONTANA ST	C	1	BP	bhigg	2/06/24	2/07/24	2/07/24 APPROV
8131-INSPECTION	7501-Z-ROOF IN PROGR	37203 LORENA DR	C	1	BP	bhigg	2/07/24	2/08/24	2/07/24 APPROV
8132-INSPECTION	7502-Z-ROOF FINAL	37203 LORENA DR	C	1	BP	bhigg	2/07/24	2/08/24	2/07/24 APPROV
8133-INSPECTION	7503-Z-ROOF IN PROGR	27383 W THIRTEENTH A V	1		BP	bhigg	2/07/24	2/08/24	
8134-REINSPECTION	7474-Z-ROOF FINAL	15841 CR 108	A	1	BP	bhigg	2/07/24	8/05/24	
8136-INSPECTION	7505-Z-ROOF IN PROGR	15888 CR 108	C	1	BP	bhigg	2/07/24	2/08/24	2/07/24 APPROV
8137-INSPECTION	7506-Z-ROOF FINAL	15888 CR 108	C	1	BP	bhigg	2/07/24	2/08/24	2/09/24 APPROV
8138-INSPECTION	7507-Z-MEC-FINAL	37410 WHISPER WAY	C	1	BP	UNASSIGNED	2/07/24	1/17/24	1/17/24 APPROV
8141-INSPECTION	7510-Z-BLD-FINAL	37434 WHISPER WAY	C	1	BP	No Inspect	2/08/24	1/11/24	2/11/24 APPROV
8142-INSPECTION	7511-Z-ELE-FINAL	37434 WHISPER WAY	C	1	BP	UNASSIGNED	2/08/24	1/11/24	1/11/24 APPROV
8143-INSPECTION	7512-Z-PLB-FINAL	37434 WHISPER WAY	C	1	BP	UNASSIGNED	2/08/24	1/11/24	1/11/24 APPROV
8144-INSPECTION	7513-Z-MEC-FINAL	37434 WHISPER WAY	C	1	BP	UNASSIGNED	2/08/24	1/11/24	1/11/24 APPROV
8145-INSPECTION	7514-Z-PLB-FINAL	37434 WHISPER WAY	C	1	BP	UNASSIGNED	2/08/24	1/11/24	1/11/24 APPROV
8146-INSPECTION	7515-Z-ELE-FINAL	37394 WHISPER WAY	C	1	BP	UNASSIGNED	2/08/24	1/17/24	1/17/24 APPROV
8147-INSPECTION	7516-Z-PLB-FINAL	37394 WHISPER WAY	C	1	BP	UNASSIGNED	2/08/24	1/17/24	1/17/24 APPROV
8148-INSPECTION	7517-Z-PLB-FINAL	37394 WHISPER WAY	C	1	BP	UNASSIGNED	2/08/24	1/17/24	1/17/24 APPROV
8149-INSPECTION	7518-Z-PLB-FINAL	37266 WHISPER WAY	C	1	BP	UNASSIGNED	2/08/24	10/27/23	10/27/23 APPROV
8150-INSPECTION	7519-Z-MEC-FINAL	37394 WHISPER WAY	C	1	BP	UNASSIGNED	2/08/24	1/17/24	1/17/24 APPROV
8153-INSPECTION	7522-Z-CULVERT FINAL	37328 W SEVENTH ST	C	1	BP	No Inspect	2/12/24	2/13/24	2/16/24 APPROV
8154-INSPECTION	7523-Z-MISC	551664 US HWY 1	C	1	BP	bhigg	2/12/24	2/14/24	2/13/24 APPROV

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TASK	INCIDENT	PROPERTY	S	P	GROUP	USER	ORIG DATE	DUE DATE	RESOLUTION
8155-INSPECTION	7524-Z-BLD-FINAL	15810 CR 108	C	1	BP	bhigg	2/12/24	2/13/24	2/13/24 APPROV
8156-INSPECTION	7525-Z-ELE-FINAL	15810 CR 108	C	1	BP	bhigg	2/12/24	2/13/24	2/14/24 FAILED
8157-INSPECTION	7526-Z-PLB-FINAL	15810 CR 108	C	1	BP	bhigg	2/12/24	2/14/24	2/14/24 APPROV
8158-INSPECTION	7527-Z-MEC-FINAL	15810 CR 108	C	1	BP	bhigg	2/12/24	2/13/24	2/13/24 APPROV
8161-INSPECTION	7530-Z-UNDERGROUND	37328 W SEVENTH ST	C	1	BP	bhigg	2/13/24	2/14/24	2/13/24 APPROV
8162-INSPECTION	7531-Z-ELE-FINAL	551664 US HWY 1	C	1	BP	bhigg	2/13/24	2/14/24	2/13/24 APPROV
8163-INSPECTION	7532-Z-MISC	37002 OXFORD ST	C	1	BP	UNASSIGNED	2/14/24	2/14/24	2/14/24 APPROV
8164-REINSPECTION	7525-Z-ELE-FINAL	15810 CR 108	C	1	BP	bhigg	2/14/24	8/12/24	2/14/24 FAILED
8165-REINSPECTION	7525-Z-ELE-FINAL	15810 CR 108	C	1	BP	lhogan	2/14/24	8/12/24	2/22/24 APPROV
8167-INSPECTION	7534-Z-FOUND	37328 W SEVENTH ST	C	1	BP	bhigg	2/15/24	2/16/24	2/16/24 APPROV
8168-INSPECTION	7535-Z-UNDERGROUND	37091 OXFORD ST	C	1	BP	UNASSIGNED	2/15/24	2/16/24	2/16/24 APPROV
8169-INSPECTION	7536-Z-MISC	37826 OXFORD ST	C	1	BP	No Inspect	2/16/24	2/19/24	2/19/24 APPROV
8171-INSPECTION	7538-Z-CULVERT FINAL	37826 OXFORD ST	C	1	BP	No Inspect	2/19/24	2/20/24	2/19/24 APPROV
8172-INSPECTION	7539-Z-MISC	37818 OXFORD ST	C	1	BP	bhigg	2/20/24	2/21/24	2/21/24 FAILED
8174-INSPECTION	7541-Z-ROOF IN PROGR	37036 LEE ST	C	1	BP	bhigg	2/20/24	2/21/24	2/21/24 APPROV
8176-REINSPECTION	7539-Z-MISC	37818 OXFORD ST	C	1	BP	bhigg	2/21/24	8/19/24	2/21/24 FAILED
8177-REINSPECTION	7539-Z-MISC	37818 OXFORD ST	C	1	BP	bhigg	2/21/24	8/19/24	2/23/24 APPROV
8179-INSPECTION	7544-Z-FOUND	37091 OXFORD ST	C	1	BP	bhigg	2/22/24	2/23/24	2/23/24 APPROV
8180-INSPECTION	7545-Z-ROOF FINAL	37036 LEE ST	C	1	BP	bhigg	2/22/24	2/23/24	2/21/24 APPROV
8182-INSPECTION	7547-Z-ROOF MAT ATTA	27020 MONTANA ST	A	1	BP	bhigg	2/22/24	2/23/24	
8183-INSPECTION	7548-Z-FRAME	27020 MONTANA ST	C	1	BP	bhigg	2/22/24	2/23/24	2/23/24 APPROV
8184-INSPECTION	7549-Z-SHED FINAL	37183 SOUTHERN GLEN	C	1	BP	bhigg	2/23/24	2/26/24	2/26/24 APPROV
8186-INSPECTION	7551-Z-BLD-FINAL	37153 RAILROAD ST	C	1	BP	bhigg	2/28/24	2/29/24	2/28/24 APPROV
8187-INSPECTION	7552-Z-PLB-FINAL	37153 RAILROAD ST	C	1	BP	bhigg	2/28/24	2/29/24	2/28/24 APPROV
8188-INSPECTION	7553-Z-ELE-FINAL	37153 RAILROAD ST	A	1	BP	bhigg	2/28/24	2/29/24	
8189-INSPECTION	7554-Z-MEC-FINAL	37153 RAILROAD ST	C	1	BP	bhigg	2/28/24	2/29/24	2/28/24 APPROV
8190-INSPECTION	7555-Z-SHED FINAL	37639 W FIRST ST	A	1	BP	bhigg	2/28/24	2/29/24	
8191-INSPECTION	7556-Z-ROOF FINAL	27383 W THIRTEENTH A	C	1	BP	bhigg	2/28/24	2/29/24	2/28/24 APPROV

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TASK	INCIDENT	PROPERTY	S	P	GROUP	USER	ORIG DATE	DUE DATE	RESOLUTION
8195-INSPECTION	7560-Z-SHEATH	37328 W SEVENTH ST	C	1	BP	bhigg	2/29/24	3/01/24	3/01/24 FAILED
8196-INSPECTION	7561-Z-SHEATH	37091 OXFORD ST	C	1	BP	bhigg	2/29/24	3/01/24	3/01/24 APPROV
8197-INSPECTION	7562-Z-BLD-FINAL	27246 W FOURTH AVE	C	1	BP	bhigg	2/29/24	3/01/24	3/06/24 APPROV
8199-INSPECTION	7564-Z-ELE ROUGH	27027 MONTANA ST	C	1	BP	bhigg	3/04/24	3/05/24	3/13/24 APPROV
8201-INSPECTION	7566-Z-TAPOUT	37328 W SEVENTH ST	C	1	BP	bhigg	3/04/24	3/05/24	3/06/24 APPROV
8204-REINSPECTION	7560-Z-SHEATH	37328 W SEVENTH ST	C	1	BP	bhigg	3/05/24	9/01/24	3/06/24 APPROV
8205-INSPECTION	7569-Z-PLUMBING ROUG	27020 MONTANA ST	C	1	BP	bhigg	3/06/24	3/07/24	3/06/24 APPROV
8206-INSPECTION	7570-Z-MISC	27020 MONTANA ST	C	1	BP	bhigg	3/06/24	3/07/24	3/06/24 APPROV
8207-INSPECTION	7571-Z-SHED FINAL	551438 US HWY 1	A	1	BP	bhigg	3/06/24	3/07/24	
8210-INSPECTION	7574-Z-TAPOUT	37091 OXFORD ST	C	1	BP	bhigg	3/07/24	3/08/24	3/11/24 APPROV
8218-INSPECTION	7582-Z-BLD-FINAL	37818 OXFORD ST	C	1	BP	bhigg	3/11/24	3/12/24	3/13/24 APPROV
8219-INSPECTION	7583-Z-PLB-FINAL	37818 OXFORD ST	C	1	BP	bhigg	3/11/24	3/12/24	3/13/24 APPROV
8220-INSPECTION	7584-Z-MEC-FINAL	37818 OXFORD ST	C	1	BP	bhigg	3/11/24	3/12/24	3/13/24 APPROV
8221-INSPECTION	7585-Z-ELE-FINAL	37818 OXFORD ST	C	1	BP	bhigg	3/11/24	3/12/24	3/13/24 APPROV
8229-INSPECTION	7593-Z-MISC	37006 OXFORD ST	C	1	BP	bhigg	3/12/24	3/11/24	3/11/24 APPROV
8230-INSPECTION	7594-Z-ELE-FINAL	37155 LITTLE MAGNOLI	C	1	BP	bhigg	3/12/24	3/13/24	3/15/24 APPROV
8231-INSPECTION	7595-Z-HIGH WIND CON	37328 W SEVENTH ST	C	1	BP	bhigg	3/12/24	3/13/24	3/13/24 APPROV
8232-INSPECTION	7596-Z-HIGH WIND CON	37091 OXFORD ST	C	1	BP	bhigg	3/12/24	3/13/24	3/13/24 APPROV
8233-INSPECTION	7597-Z-TEMP POLE	37091 OXFORD ST	C	1	BP	bhigg	3/12/24	3/13/24	3/13/24 APPROV
8234-INSPECTION	7598-Z-ROOF FINAL	27513 W SECOND AVE	C	1	BP	bhigg	3/12/24	3/13/24	3/13/24 FAILED
8235-INSPECTION	7599-Z-DEMO-FINAL	27020 MONTANA ST	C	1	BP	bhigg	3/13/24	3/14/24	3/13/24 APPROV
8236-INSPECTION	7600-Z-INSULATION	27020 MONTANA ST	C	1	BP	bhigg	3/13/24	3/14/24	3/13/24 FAILED
8237-INSPECTION	7601-Z-MEC ROUGH	27020 MONTANA ST	C	1	BP	bhigg	3/13/24	3/14/24	3/13/24 APPROV
8238-REINSPECTION	7598-Z-ROOF FINAL	27513 W SECOND AVE	C	1	BP	bhigg	3/13/24	9/09/24	3/22/24 APPROV
8239-INSPECTION	7602-Z-CULVERT FINAL	37025 SOUTH OAK ST	C	1	BP	No Inspect	3/13/24	1/02/24	2/02/24 APPROV
8240-REINSPECTION	7600-Z-INSULATION	27020 MONTANA ST	C	1	BP	bhigg	3/14/24	3/15/24	3/13/24 PASSED
8241-INSPECTION	7603-Z-BLD-FINAL	15741 CR 108	C	1	BP	bhigg	3/14/24	3/15/24	3/22/24 APPROV
8243-INSPECTION	7605-Z-MISC	37002 OXFORD ST	C	1	BP	No Inspect	3/14/24	3/14/24	3/15/24 APPROV



# AGENDA ITEM REPORT

## TOWN OF HILLIARD, FLORIDA

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TO: Town Council Regular Meeting Meeting Date: April 18, 2024

FROM: ***Delvin Miley, Jr. – Code Enforcement Officer***

SUBJECT: Town Council to review and accept the Code Enforcement Officer’s Quarterly Report for January 1, 2024, through March 31, 2024.

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**BACKGROUND:**

Summary of activities performed from January 1, 2024, through March 31, 2024.

**FINANCIAL IMPACT:**

None.

**RECOMMENDATION:**

Town Council to accept the Code Enforcement Officer’s Quarterly Report.

## QUARTERLY REPORTS 1-9-24 thru 3-29-24

Pool Permits (2)

Pool Removed (3)

Vehicles Posted (8)

Zoning Signs Posted (2)

Case Closed (2)

Miscellaneous (72)

Lien Letter Inspections (11)

Permits (13)

Shed Permits (6)

Carport Permits (20)

Vehicles Removed by Owner (4)

Demo Permits (1)



## **AGENDA ITEM REPORT**

### **TOWN OF HILLIARD, FLORIDA**

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TO: Town Council Regular Meeting Meeting Date: April 18, 2024

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

SUBJECT: Town Council to review and accept the Land Use Administrator's Quarterly Report for January 1, 2024, through March 31, 2024.

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#### **BACKGROUND:**

Summary of activities performed from January 1, 2024, through March 31, 2024.

#### **FINANCIAL IMPACT:**

None.

#### **RECOMMENDATION:**

Town Council to accept the Land Use Administrator's Quarterly Report.

**Land Use Administrator Lee Anne Wollitz****1<sup>st</sup> quarter 2024 Report**January-

- Publish 3 item agenda for Planning and Zoning Board.
- Attend TC Meeting Present 1 item.
- Work all regular Hours.
- Work with Legal and Clerk office to Reschedule P and Z meeting Due to Weather Event.
- TC 1.18.2024, Present Ordinance 2023-17.
- Assist with and attend Rural Counties Day at State Capital.
- Follow up on outstanding Applications, including Minor subdivision, Vol. Annexation, and others.
- Attend and Take Minutes notes for NCSB JWS.
- Attend and Take Minutes notes for Lofty JWS.
- Review/Sign all needed documents (41).
- Work with Code Enforcement to help resolve several cases.

February-

- Review/Sign all needed documents (39).
- Publish 4 Item Agenda for Planning and Zoning Board.
- Attended TC Monthly workshop.
- Work all regular Hours.
- Attend TC 2.15.2024 Presented all Hart ROW research.
- Attended Regional Planning Council Quarterly meeting.
- Attended Meeting with Town Department Heads with NC Assistant Manager.
- Assist Town Clerk with Recording of Documents at Clerk of Court Offices.
- Organize and attend meeting with FAA and needed Town Players.
- Attend NCSB Land Development Committee meeting.
- Meet with several citizens concerning applications.
- Work with Code Enforcement to help resolve several cases.

March-

- Review/Sign all needed documents (41).
- Publish 2 Item Agenda for Planning and zoning Board.
- Attended TC Workshop and 3 presented items.
- Work all regular Hours.
- Attended TC 3.21.2024.
- Meet with several citizens and developers concerning applications.
- Work with Code Enforcement to help resolve several cases.
- Assist with Town Clean up.

# HILLIARD TOWN COUNCIL MEETING

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

**TOWN COUNCIL MEMBERS**

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

**ADMINISTRATIVE STAFF**

Lisa Purvis, Town Clerk  
Joel Hall P.E., Public Works Director  
Gabe Whittenburg, Parks & Rec Director

**TOWN ATTORNEY**

Christian Waugh

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**MINUTES**

**THURSDAY, MARCH 14, 2024, 6:00 PM**

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**CALL TO ORDER**  
**PRAYER & PLEDGE OF ALLEGIANCE**  
**ROLL CALL**

**PRESENT**  
Council President Kenny Sims  
Council Pro Tem Lee Pickett  
Councilman Jared Wollitz  
Councilman Dallis Hunter  
Councilman Joe Michaels  
Town Clerk, Lisa Purvis  
Public Works Director, Joel Hall

**ABSENT**  
Mayor John Beasley  
Parks & Recreation Director, Gabe Whittenburg  
Town Attorney, Christian Waugh

Land Use Administrator, Lee Anne Wollitz, advises the Town Council that the King’s Crossing Project to connect water and sewer lines is not permissible. She also states that the Stakeholder meeting at the EOC has a QR Code for all residents of Nassau County to participate in, and that herself and the Public Works Director, Joel Hall, attended for the Comprehensive Plan.

**WORKSHOP**

ITEM-1 Town Council to Review & Discuss Opening of Roads in Northwest Quadrant.  
***Lee Anne Wollitz – Land Use Administrator***

Land Use Administrator, Lee Anne Wollitz, states that Mike Tibble of Mittauer & Associates, Inc., advised that a drainage plan is required to open the roads. She continues, stating that she will advise the developer that a drainage plan is necessary.



ITEM-2 Town Council to Review & Discuss FAA meeting, attended by Lee Anne Wollitz, Lisa Purvis, Cory Hobs, and Joel Hall.

***Lisa Purvis, MMC – Town Clerk***

Land Use Administrator, Lee Anne Wollitz, introduces the Town Engineer of Mittauer & Associates, Inc., Tim Norman.

Town Engineer, Tim Norman, informs the Town Council of options for the FAA. He states that option one of connecting the 8-inch main down County Road 108 to the existing 8 inch main would have an estimated cost of \$1,198,080.

He provides the second option on cost estimate for Eastwood North to County Road 108 is \$1,218,240.

If the Town receives the Legislative Appropriation of \$1.9 million dollars, they will pursue option one.

He continues stating that he will look into additional funding.

GAA Line No. 1737

GAA Line No. 1740B

ITEM-3 Town Council to Review & Discuss potential refund of Site Work Application Fees.

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

Land Use Administrator, Lee Anne Wollitz, states that Mayor Beasley had her review the past site clearing applications that paid the \$100 fee and went before the Planning & Zoning Board for approval to add dirt to homesteaded lots. She states that she only found the one at the corner of Lee Street and Pine Street. The Town Council states that this should be an administrative approval for the Land Use Administrator to reimburse this property owner the \$100 fee paid.

ITEM-4 Town Council to Review & Discuss the Northwest Quadrant Alleyways.

***Jared Wollitz – Councilman***

Councilman Wollitz, states that fences and drain fields are in several alley ways within the Northwest Quadrant.

Councilman Wollitz, further states that the section of the Planning & Zoning Code regarding the description of domesticated animals should be changed to include what the animal is considered to the owner.

#### **ADDITIONAL COMMENTS**

No additional comments.

#### **ADJOURNMENT**

Motion to adjourn at 6:56 p.m.

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

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

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

\_\_\_\_\_  
Kenneth A. Sims, Sr.  
Council President

ATTEST:

\_\_\_\_\_  
Lisa Purvis  
Town Clerk

APPROVED:

\_\_\_\_\_  
John P. Beasley  
Mayor

# HILLIARD TOWN COUNCIL MEETING

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

## TOWN COUNCIL MEMBERS

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

## ADMINISTRATIVE STAFF

Lisa Purvis, Town Clerk  
Joel Hall P.E., Public Works Director  
Gabe Whittenburg, Parks & Rec Director

## TOWN ATTORNEY

Christian Waugh

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## MINUTES

THURSDAY, APRIL 04, 2024, 7:00 PM

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

## PUBLIC HEARING

- ITEM-1 Town Council to consider Ordinance No. 2024-01, An Ordinance Relating to Public Right-of-Way or Alley; Making Findings; Vacating Public Right-of-Way or Alley within or surrounded by Block 159; Plat of the West Portion of Hilliard; within Town of Hilliard, Florida; authorizing recording of a certified copy of this ordinance. For applicant Sylvester V. Helhoski, Sr.  
***Lee Anne Wollitz – Land Use Administrator***

Call for Public Comments  
Close Public Hearing on Ordinance No. 2024-01

Following no public comments, motion to close the Public Hearing at 7:02 p.m.

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

**TOWN COUNCIL ACTION**

Town Council to adopt Ordinance No. 2024-01, on Second and Final Reading.

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

**PROCLAMATIONS**

ITEM-2      The Town of Hilliard Designates April 2024, as "Water Conservation Month" in the Town of Hilliard.  
***John P. Beasley – Mayor***

**Mayor Beasley**, reads the Proclamation, and designates the Month of April 2024, as "Water Conservation Month" in the Town of Hilliard.

**REGULAR MEETING**

ITEM-3      Additions/Deletions to Agenda  
  
No additions to or from the agenda.

ITEM-4      Town Council approval to adopt Resolution No. 2024-06, accepting a Florida Department of Transportation Grant offer of a Public Transportation Amendment to the Public Transportation Grant Agreement and authorizing and directing the Hilliard Town Council to accept such agreement in the amount of \$15,000, for the Environmental Assessment for the North & South property acquisitions at the Hilliard Airpark.  
***Lisa Purvis, MMC – Town Clerk***

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

ITEM-5      Town Council approval to adopt Resolution No. 2024-07, accepting a Florida Department of Transportation Grant offer of a Public Transportation Grant Agreement and authorizing and directing the Hilliard Town Council to accept such agreement in the amount of \$300,000, for Obstruction Removal on the ends of the North & South runways at the Hilliard Airpark.  
***Lisa Purvis, MMC – Town Clerk***

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

- ITEM-6 Town Council approval of the agreement between TopShelf Baseball Academy LLC and Town of Hilliard for the use of Baseball Grounds at North Oxford.  
***Gabe Whittenburg – Parks & Recreation Director***

**Parks & Recreation Director, Gabe Whittenburg**, explains that the department does not have the equipment needed to maintain the Baseball Grounds, and that this agreement states that TopShelf Baseball Academy, LLC will be maintaining the grounds in exchange for the use of them.

**Councilman Hunter**, questions the insurance provided by TopShelf Baseball Academy, LLC, as it does not cover participants should an injury occur.

**Town Attorney, Christian Waugh**, states that this is a cause for concern.

Motion to approve Agreement contingent upon insurance coverage change to include participants.

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

- ITEM-7 Town Council approval of the Town Hall Park Fence Installation, work provided by Wright Fence Co. in the amount of \$5,975 using the \$50,000 Municipal Grant funds from the Nassau County Board of Commissioners.  
***Gabe Whittenburg – Parks & Recreation Director***

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

- ITEM-8 Town Council approval of the Town Hall Park Sidewalk Widening, work provided by Jordan Family Construction, LLC in the amount of \$16,000 using the \$50,000 Municipal Grant funds from the Nassau County Board of Commissioners.  
***Gabe Whittenburg – Parks & Recreation Director***

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

- ITEM-9 Town Council to review and discuss Ordinance No. 2024-03, a sample ordinance addressing the circumstances in which government employees and officials can trespass citizens.  
***Christian Waugh – Town Attorney***

**Town Attorney, Christian Waugh**, states that the Town recently had a trespassing issue and that there were questions regarding whether the Town could trespass citizens from a public building. In some situations, an Ordinance is needed to give them a right to appeal the trespassing. He asks Council Members to consider adopting an Ordinance should an issue arise in the future.

Motion to authorize Town Attorney, Christian Waugh, to present an Ordinance for consideration, at the April 18, 2024, Regular Meeting.

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

ITEM-10 Town Council approval to adopt Resolution No. 2024-08, accepting a Florida Department of Transportation offer of a State-Funded Grant Agreement and authorizing and directing the Hilliard Town Council to accept such agreement. **Lisa Purvis, MMC – Town Clerk**

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

ITEM-11 Town Council approval of the March 21, 2024, Regular Meeting Minutes. **Lisa Purvis, MMC - Town Clerk**

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

ITEM-12 Town Council approval of the Payables through February 20, 2024, Project Name: 2024 IT Town Hall Refresh in the amount \$43,624.55. **CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$43,624.55**

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

ITEM-13 Town Council approval of Franklin Equipment Sales, Payable through March 26, 2024, Project Name: Mower, in the amount of \$9,463.30 **CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$9,463.30**

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

ITEM-14 Town Council approval of Pay Request No. 1 for T B Landmark Construction, Inc., Payable through March 25, 2024, Project Name: FDEP LPA0302 Oxford Street Force Main Rerouting in the amount of \$161,512.44. **FDEP LPA0302 GRANT FUNDED \$507,100 & CAPITAL FUNDED \$55,170 PROJECT LUMP SUM CONTRACT \$562,270**

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

**ADDITIONAL COMMENTS**

**PUBLIC**

No public comments.

**MAYOR & TOWN COUNCIL**

**Mayor Beasley**, states the Annual Town of Hilliard Car Show is this Saturday, April 6, 2024, and that there will be food trucks.

He continues stating that Hanging with the Heros Market will also be that same Saturday at the High School, and that food trucks will be there too.

**ADMINISTRATIVE STAFF****PRESENT**

Public Works Director, Joel Hall  
Parks & Recreation Director, Gabe Whittenburg  
Land Use Administrator, Lee Anne Wollitz

**ABSENT**

Town Clerk, Lisa Purvis

**Public Works Director, Joel Hall**, states that the Public Works Department has made progress on Ingham Road. He continues stating the Oxford Street Sewer Force Main Rerouting project is coming along well. He states the annual water tower maintenance is good as well.

**Land Use Administrator, Lee Anne Wollitz**, states herself, Mayor Beasley, and Parks & Recreation Director, Gabe Whittenburg attended the Nassau County Economic Development Board's Second Annual Luncheon. She continues stating that it was a great networking opportunity and was filled with ample information regarding present and future projects going on in the County.

**TOWN ATTORNEY**

No comments.

**ADJOURNMENT**

Motion to adjourn at 7:28 p.m.

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

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

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

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Kenneth A. Sims, Sr.  
Council President

ATTEST:

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Lisa Purvis  
Town Clerk

APPROVED:

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John P. Beasley  
Mayor





REMIT PAYMENT TO:

**INVOICE**

ACH INFORMATION:  
 THE NORTHERN TRUST  
 50 SOUTH LASALLE STREET  
 CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com  
 ROUTING NO.: 071000152  
 ACCOUNT NAME: CDW GOVERNMENT  
 ACCOUNT NO.: 91057

ITEM-9



**CDW Government**  
 75 Remittance Drive, Suite 1515  
 Chicago, IL 60675-1515



RETURN SERVICE REQUESTED

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
QG31859	03/19/24	9864780
SUBTOTAL	SHIPPING	SALES TAX
\$729.80	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
04/18/24		\$729.80

TOWN OF HILLIARD  
 ACCOUNTS PAYBAL  
 PO BOX 249  
 HILLIARD FL 32046-0249  
 USA

CDW Government  
 75 Remittance Drive  
 Suite 1515  
 Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS				DUE DATE
03/19/24	QG31859	Net 30 Days				04/18/24
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER			CUSTOMER NUMBER	
03/12/24	DROP SHIP-GROUND	03112024GR10			9864780	
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
7560859	AXIS M4317-PLVE OUTDOOR MIN DOME CAM Manufacturer Part Number: 02510-001 Serial No: B8A44F9FF079	1	1	0	729.80	729.80

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KAI KASPRZAK 312-547-2209 <a href="mailto:kai.kasprzak@cdwg.com">kai.kasprzak@cdwg.com</a>	TOWN OF HILLIARD GUY RINER 15859 COUNTY ROAD 108 HILLIARD FL 32046	\$729.80	
SALES ORDER NUMBER		SHIPPING	\$0.00
NTTR029		SALES TAX	\$0.00
		AMOUNT DUE	\$729.80



Cage Code Number 1KH72  
 DUNS Number 02-615-7235  
 Unique Entity ID (SAM): PHZDZ8SJS5CM1  
 ISO 9001 and ISO 14001 Certified  
 CDW GOVERNMENT FEIN 36-4230110

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Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. This Agreement including the terms contained in the "Terms and Conditions" link at www.cdw.com which Customer acknowledges and agrees are incorporated herein by reference contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter herein.

**Force Majeure**

THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK, THE SERVICES HEREUNDER AND ANY SALE OF PRODUCTS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS BUT IN ANY AMBITIOUS ENFORCEMENT OF LITIGATION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND A CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBJECT TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither party may institute any action in any form against the other (1) year after the cause of action accrues. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or preclude any other right or remedy available at law or in equity.

**Force Majeure**

If Customer provides Seller with a customer carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (i) at Origin, freight collect. For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the specified destination (ii) at Destination, freight prepaid and added. Notwithstanding the foregoing, title to software will remain with the applicable licensor(s) and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer. A purchase money security interest is created in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest and if required, Customer will record such purchase money security interest on its books.

**Orders**

Orders are not binding upon Seller until accepted by Seller. Customer agrees to pay the total purchase price for the Products plus shipping to the extent shipping is not prepaid by Customer, including shipping charges that are billed to Seller as a result of using Customer's carrier account number. Terms of payment are within Seller's sole discretion. In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services on the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the Services as invoiced by Seller. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to obtaining credit approval by Seller. Seller, or any of its Affiliates on behalf of Seller may issue an invoice to Customer. Seller may invoice Customer separately for partial shipments, and Seller may invoice Customer for all of the services described in a Statement of Work or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. In the event of a payment default, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, Seller reserves the right to suspend Services until payment is received.

**Export rules**

If this transaction involves an export of items (including, but not limited to commodities, software or technology), subject to the Export Administration Regulations, such items were exported from the United States by Seller in accordance with Export Administration Regulations. Diversion contrary to United States law is prohibited.

**Warranties**

Customer understands that Seller is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Seller or its Affiliates. SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATING TO PRODUCTS, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF MERCHANT ABILITY, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANDATORY WARRANTY. Customer expressly waives any claim that may have against Seller or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Product and also waives any right to recover from Seller or its Affiliates against any such Claim made against Customer by a third party. Customer acknowledges that to the extent of Seller or its Affiliates is authorized to make any representation or warranty on behalf of Seller or any of its Affiliates that is not in this Agreement.

Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not to substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not to substantial compliance, provided, in each case, Customer notifies Seller in writing within two (2) business days after performance of the applicable Services. TOGETHER AS SET FORTH HEREIN ARE ALL STATEMENTS OF WORK, TERMS, CONDITIONS, WARRANTIES AND SERVICES TO APPLICABLE LAW. SELLER MAKES NO OTHER AND EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, THE ACCURACY OR NON-INFRINGEMENT ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING TECHNICAL SUPPORT, LIMITED TO THE WARRANTY RELATING TO THIRD PARTY SERVICES. ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PROVIDING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES, THIS DISCLAIMER AND ALL OTHERS SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND IMPLIED REMEDY SET FORTH HEREIN ARE THE ONLY STATEMENTS OF WORK OR STATEMENTS OF WORK PROVIDED. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES IN THIS AGREEMENT OR A STATEMENT OF WORK (EXCEPT AS EXPRESSLY AUTHORIZED BY SELLER'S WARRANTY).

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Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in delivery or in performance which result from any circumstances beyond Seller's reasonable control, including, but not limited to Product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of God or acts of terrorism, embargoes, acts of God or acts of terrorism or any governmental or agency. Any shipping dates or completion dates provided by Seller or any purported deadlines contained in a Statement of Work or any other document are estimates only.

**Price adjustment, availability and pricing**

Seller reserves the right to make adjustments to pricing, Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. All orders are subject to Product availability and the availability of Personnel to perform the Services. Therefore, Seller cannot guarantee that it will be able to fulfill Customer's orders. If Services are being performed on a time and materials basis, any estimates provided by Seller are for planning purposes only.

**Credits**

Any credit issued by Seller to Customer for any reason must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Products and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

**UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY, (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY, (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES, OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM, OR (B) \$50,000.00.**

**Confidential Information**

Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party, the Affiliates or a third party (hereinafter referred to as "Confidential Information") to the other party in the performance of this Agreement and any Statement of Work. "Confidential Information" means any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of each Statement of Work. Confidential Information will not include information which (a) becomes known to the public through no act of the receiving party, (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information, or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

Each party agrees to hold the other party's Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care. Disclosures of the other party's Confidential Information will be restricted (i) to those individuals who are participating in the performance of this Agreement or the applicable Statement of Work and need to know such Confidential Information for purposes of providing or receiving the Products or Services or otherwise in connection with this Agreement or the applicable Statement of Work, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each party agrees not to use any Confidential Information of the other party for any purpose other than the business purposes contemplated by this Agreement and the applicable Statement of Work. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

**Customer Support**

To contact Seller's customer support, Customer should contact CDW Customer Relations at 866-NVC-CDW or email at [CustomerRelations@cdw.com](mailto:CustomerRelations@cdw.com). Customer may reach CDW Customer Relations if any damaged Products within ten (10) days of receipt.

Any claim, dispute or controversy (whether in contract, tort or otherwise, whether pre-existing, present or future, and including, but not limited to, statutory, common law, intellectual and/or equitable claims) arising from or relating to the Products, the Services, the interpretation or application of these Terms and Conditions or any Statement of Work or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions or any Statement of Work (including, in the full extent permitted by applicable law, relationships with third parties) are not signatories hereto, or Seller or any of its Affiliates, advertising or marketing collectives, a "Claim" WILL BE RESOLVED UPON THE FILETION OF ANY OF SELLER, CUSTOMER OR THE THIRD PARTIES INVOLVED, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is chosen by any party with respect to a Claim, neither Seller nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim. Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Chicago, Illinois. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party understands and agrees that its consent to legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Seller arising out of the Products or Services will be exclusively litigated in court rather than through arbitration.

**Miscellaneous**

Seller may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products or the performance of Services or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions, or any of its rights or obligations hereunder without the prior written consent of Seller. Subject to the restrictions in agreement contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement or any Statement of Work will be deemed waived, modified or mediated by either party, unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Seller and Customer is that of independent contractors and not that of employer or employee, partner, joint or joint venture. If any term or condition of this Agreement or a Statement of Work is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

Version Date: 02/24/2010

REMIT PAYMENT TO:

**INVOICE**

ACH INFORMATION:  
 THE NORTHERN TRUST  
 50 SOUTH LASALLE STREET  
 CHICAGO, IL 60675

E-mail Remittance To: gachremittan  
 ROUTING NO.: 071000152  
 ACCOUNT NAME: CDW GOVERNMENT  
 ACCOUNT NO.: 91057

ITEM-9



**CDW Government**  
 75 Remittance Drive, Suite 1515  
 Chicago, IL 60675-1515

RETURN SERVICE REQUESTED



INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
QD11047	03/12/24	9864780
SUBTOTAL	SHIPPING	SALES TAX
\$77.15	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
04/11/24		\$77.15

TOWN OF HILLIARD  
 ACCOUNTS PAYBAL  
 PO BOX 249  
 HILLIARD FL 32046-0249  
 USA

CDW Government  
 75 Remittance Drive  
 Suite 1515  
 Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS				DUE DATE
03/12/24	QD11047	Net 30 Days				04/11/24
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER				CUSTOMER NUMBER
03/12/24	DROP SHIP-GROUND	03112024GR10				9864780
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
5677090	CYBERPOWER 700VA 370W STANDBY UPS Manufacturer Part Number: SL700U Serial No: BNTNY7006318  <i>Town Park</i>	1	1	0	77.15	77.15

**GO GREEN!**  
 CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at [paperlessbilling@cdw.com](mailto:paperlessbilling@cdw.com). Please include your Customer number or an Invoice number in your email for faster processing.  
**REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!**  
 Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email [credit@cdw.com](mailto:credit@cdw.com) with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	
KAI KASPRZAK 312-547-2209 <a href="mailto:kai.kasprzak@cdwg.com">kai.kasprzak@cdwg.com</a>	TOWN OF HILLIARD GUY RINER 15859 COUNTY ROAD 108 HILLIARD FL 32046		\$77.15
SALES ORDER NUMBER		SHIPPING	\$0.00
NTTR029		SALES TAX	\$0.00
		AMOUNT DUE	\$77.15



Cage Code Number 1KH72  
 DUNS Number 02-615-7235  
 Unique Entity ID (SAM): PHZDZ8SJ5CM1  
 ISO 9001 and ISO 14001 Certified  
 CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?  
 PLEASE EMAIL US AT [credit@cdw.com](mailto:credit@cdw.com)  
 VISIT US ON THE INTERNET AT [www.cdwg.com](http://www.cdwg.com)

THE TERMS AND CONDITIONS ARE LIMITED TO THOSE CONTAINED HEREIN AND THE ADDITIONAL TERMS AND CONDITIONS CONTAINED IN THE "TERMS AND CONDITIONS" LINK AT WWW.CDW.COM INCORPORATED HEREIN BY REFERENCE. ANY TERMS NOT DEFINED HEREIN ARE DEFINED AT WWW.CDW.COM. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING THE CDW AFFILIATE IDENTIFIED ON THE INVOICE, STATEMENT OF WORK OR OTHER CDW DOCUMENTATION ("SELLER") TO PROVIDE PRODUCT OR PERFORM OR PROCURE ANY SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT FOR THE PROVISION OF PRODUCT OR PERFORMANCE OF SERVICES, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

Important Information About These Terms and Conditions

These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement". Customer accepts these Terms and Conditions by making a purchase from or placing an order with Seller or shopping on Seller's Website (the "Site") or otherwise requesting products (the "Products") or engaging Seller to perform or procure any Services (as this and all capitalized terms are defined herein).

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. This Agreement including the terms contained in the "Terms and Conditions" link at www.cdw.com which Customer acknowledges and agrees are incorporated herein by reference contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

Governing Law

THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK, THE SERVICES HEREUNDER AND ANY SALE OF PRODUCTS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither party may institute any action in any forum arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

Title, Risk of Loss

If Customer provides Seller with Customer's carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer. A purchase money security interest is retained in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest and, if requested, Customer will record such purchase money security interest on its books.

Payment

Orders are not binding upon Seller until accepted by Seller. Customer agrees to pay the total purchase price for the Products plus shipping (to the extent shipping is not prepaid by Customer), including shipping charges that are billed to Seller as a result of using Customer's carrier account number. Terms of payment are within Seller's sole discretion. In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the Services as invoiced by Seller. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Seller. Seller, or any of its Affiliates on behalf of Seller may issue an invoice to Customer. Seller may invoice Customer separately for partial shipments, and Seller may invoice Customer for all of the Services described in a Statement of Work or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. In the event of a payment default, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, Seller reserves the right to suspend Services until payment is received.

Export Sales

If this transaction involves an export of items (including, but not limited to commodities, software or technology), subject to the Export Administration Regulations, such items were exported from the United States by Seller in accordance with the Export Administration Regulations. Diversion contrary to United States law is prohibited.

Warranties

Customer understands that Seller is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Seller or its Affiliates. SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer expressly waives any claim that it may have against Seller or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Product and also waives any right to indemnification from Seller or its Affiliates against any such Claim made against Customer by a third party. Customer acknowledges that no employee of Seller or its Affiliates is authorized to make any representation or warranty on behalf of Seller or any of its Affiliates that is not in this Agreement.

Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS SELLER'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

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Pricing Information; Availability Disclaimer

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If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

Return Privileges

To obtain Seller's return policy, Customer should contact CDW Customer Relations at 866.SVC.4CDW or email at CustomerRelations@cdw.com. Customer must notify CDW Customer Relations of any damaged Products within ten (10) days of receipt.

Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the Products, the Services, the interpretation or application of these Terms and Conditions or any Statement of Work or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions or any Statement of Work (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or Seller's or any of its Affiliates' advertising or marketing (collectively, a "Claim") WILL BE RESOLVED, UPON THE ELECTION OF ANY OF SELLER, CUSTOMER OR THE THIRD PARTIES INVOLVED, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is chosen by any party with respect to a Claim, neither Seller nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim. Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Chicago, Illinois. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Seller arising out of the Products or Services will be exclusively litigated in court rather than through arbitration.

Miscellaneous

Seller may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products or the performance of Services or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions, or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement or any Statement of Work will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement or a Statement of Work is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

Version Date: 02/23/2010

REMIT PAYMENT TO:

**INVOICE**

ACH INFORMATION:  
 THE NORTHERN TRUST  
 50 SOUTH LASALLE STREET  
 CHICAGO, IL 60675

E-mail Remittance To: gachremittanc  
 ROUTING NO.: 071000152  
 ACCOUNT NAME: CDW GOVERNMENT  
 ACCOUNT NO.: 91057

ITEM-9



**CDW Government**  
 75 Remittance Drive, Suite 1515  
 Chicago, IL 60675-1515

RETURN SERVICE REQUESTED



INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
QD15364	03/12/24	9864780
SUBTOTAL	SHIPPING	SALES TAX
\$2,146.70	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
04/11/24		<b>\$2,146.70</b>

TOWN OF HILLIARD  
 ACCOUNTS PAYBAL  
 PO BOX 249  
 HILLIARD FL 32046-0249  
 USA

CDW Government  
 75 Remittance Drive  
 Suite 1515  
 Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS				DUE DATE
03/12/24	QD15364	Net 30 Days				04/11/24
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER				CUSTOMER NUMBER
03/12/24	DROP SHIP-GROUND	03112024GR10				9864780
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
6900392	AXIS M2036-LEDAY/NIGHT OTDR READY Manufacturer Part Number: 02125-001 Serial No: B8A44F934AEF Serial No: B8A44F934676 Serial No: B8A44F9352AF Serial No: B8A44F935510 Serial No: B8A44F97DE52	5	5	0	429.34	2,146.70

*Town Party*

**GO GREEN!**  
 CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at [paperlessbilling@cdw.com](mailto:paperlessbilling@cdw.com). Please include your Customer number or an Invoice number in your email for faster processing.  
**REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!**  
 Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email [credit@cdw.com](mailto:credit@cdw.com) with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	
KAI KASPRZAK 312-547-2209 <a href="mailto:kai.kasprzak@cdwg.com">kai.kasprzak@cdwg.com</a>	TOWN OF HILLIARD GUY RINER 15859 COUNTY ROAD 108 HILLIARD FL 32046	\$2,146.70	
SALES ORDER NUMBER		SHIPPING	\$0.00
NTTR029		SALES TAX	\$0.00
		AMOUNT DUE	<b>\$2,146.70</b>



Cage Code Number 1KH72  
 DUNS Number 02-615-7235  
 Unique Entity ID (SAM): PHZDZ8SJ5CM1  
 ISO 9001 and ISO 14001 Certified  
 CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?  
 PLEASE EMAIL US AT [credit@cdw.com](mailto:credit@cdw.com)  
 VISIT US ON THE INTERNET AT [www.cdwg.com](http://www.cdwg.com)

THE TERMS AND CONDITIONS ARE LIMITED TO THOSE CONTAINED HEREIN AND THE ADDITIONAL TERMS AND CONDITIONS CONTAINED IN THE "TERMS AND CONDITIONS" LINK AT WWW.CDW.COM INCORPORATED HEREIN BY REFERENCE. ANY TERMS NOT DEFINED HEREIN ARE DEFINED AT WWW.CDW.COM. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING THE CDW AFFILIATE IDENTIFIED ON THE INVOICE, STATEMENT OF WORK OR OTHER CDW DOCUMENTATION ("SELLER") TO PROVIDE PRODUCT OR PERFORM OR PROCURE ANY SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT FOR THE PROVISION OF PRODUCT OR PERFORMANCE OF SERVICES, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

Important Information About These Terms and Conditions

These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement". Customer accepts these Terms and Conditions by making a purchase from or placing an order with Seller or shopping on Seller's Website (the "Site") or otherwise requesting products (the "Products") or engaging Seller to perform or procure any Services (as this and all capitalized terms are defined herein).

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. This Agreement including the terms contained in the "Terms and Conditions" link at www.cdw.com which Customer acknowledges and agrees are incorporated herein by reference contain the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

Governing Law

THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK, THE SERVICES HEREUNDER AND ANY SALE OF PRODUCTS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither party may institute any action in any forum arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

Title; Risk of Loss

If Customer provides Seller with Customer's carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer. A purchase money security interest is retained in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest and, if requested, Customer will record such purchase money security interest on its books.

Payment

Orders are not binding upon Seller until accepted by Seller. Customer agrees to pay the total purchase price for the Products plus shipping (to the extent shipping is not prepaid by Customer), including shipping charges that are billed to Seller as a result of using Customer's carrier account number. Terms of payment are within Seller's sole discretion. In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the Services as invoiced by Seller. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Seller. Seller, or any of its Affiliates on behalf of Seller may issue an invoice to Customer, and Seller may invoice Customer separately for partial shipments, and Seller may invoice Customer for all of the Services described in a Statement of Work or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. In the event of a payment default, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, Seller reserves the right to suspend Services until payment is received.

Export Sales

If this transaction involves an export of items (including, but not limited to commodities, software or technology), subject to the Export Administration Regulations, such items were exported from the United States by Seller in accordance with the Export Administration Regulations. Diversion contrary to United States law is prohibited.

Warranties

Customer understands that Seller is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Seller or its Affiliates. SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer expressly waives any claim that it may have against Seller or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Product and also waives any right to indemnification from Seller or its Affiliates against any such Claim made against Customer by a third party. Customer acknowledges that no employee of Seller or its Affiliates is authorized to make any representation or warranty on behalf of Seller or any of its Affiliates that is not in this Agreement.

Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance, provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS SELLER'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES. ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES, THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in delivery or in performance which result from any circumstances beyond Seller's reasonable control, including, but not limited to, Product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates or completion dates provided by Seller or any purported deadlines contained in a Statement of Work or any other document are estimates only.

Pricing Information, Availability Disclaimer

Seller reserves the right to make adjustments to pricing, Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. All orders are subject to Product availability and the availability of Personnel to perform the Services. Therefore, Seller cannot guarantee that it will be able to fulfill Customer's orders. If Services are being performed on a time and materials basis, any estimates provided by Seller are for planning purposes only.

Credits

Any credit issued by Seller to Customer for any reason must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Products and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

Limitation of Liability

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO: LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE; IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM, OR (B) \$50,000.00.

Confidential Information

Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party, the Affiliates or a third party (hereinafter referred to as "Confidential Information") to the other party in the performance of this Agreement and any Statement of Work. "Confidential Information" means any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of each Statement of Work. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

Each party agrees to hold the other party's Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care. Disclosures of the other party's Confidential Information will be restricted (i) to those individuals who are participating in the performance of this Agreement or the applicable Statement of Work and need to know such Confidential Information for purposes of providing or receiving the Products or Services or otherwise in connection with this Agreement or the applicable Statement of Work, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each party agrees not to use any Confidential Information of the other party for any purpose other than the business purposes contemplated by this Agreement and the applicable Statement of Work. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

Return Privileges

To obtain Seller's return policy, Customer should contact CDW Customer Relations at 866.SVC.4CDW or email at [CustomerRelations@cdw.com](mailto:CustomerRelations@cdw.com). Customer must notify CDW Customer Relations of any damaged Products within ten (10) days of receipt.

Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the Products, the Services, the interpretation or application of these Terms and Conditions or any Statement of Work or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions or any Statement of Work (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or Seller's or any of its Affiliates' advertising or marketing (collectively, a "Claim") WILL BE RESOLVED, UPON THE ELECTION OF ANY OF SELLER, CUSTOMER OR THE THIRD PARTIES INVOLVED, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is chosen by any party with respect to a Claim, neither Seller nor Customer will have the right to litigate that Claim in court or to have a jury trial or that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim. Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Chicago, Illinois. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Seller arising out of the Products or Services will be exclusively litigated in court rather than through arbitration.

Miscellaneous

Seller may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products or the performance of Services or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions, or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement or any Statement of Work will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement or a Statement of Work is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

Version Date: 02/23/2010

MITTAUER &  
 ASSOCIATES, INC.  
 580 Wells Rd  
 Orange Park, FL 32073  
 904-278-0030



Invoice 24208

ITEM-10

**BILL TO**

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

DATE	PLEASE PAY	DUE DATE
04/11/2024	\$3,450.00	05/01/2024

**M&A PROJECT NO.**

9610-55-1

DESCRIPTION	AMOUNT
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OXFORD STREET FORCE MAIN REROUTING  
 TOWN OF HILLIARD, FLORIDA

Engineering services concerning the Oxford Street Force Main Rerouting project for the Town of Hilliard including progress toward construction administration services during the period January 27, 2024 through March 29, 2024.

LUMP SUM CONTRACT AMOUNT: \$101,900.00

- Item A. Preliminary Engineering, \$3,000 (100% complete)
- Item B. Engineering Design, \$41,400 (100% complete)
- Item C. Topographic Survey, \$10,000 (100% complete)
- Item D. Permit Applications, \$12,000 (100% complete)
- Item E. Construction Bidding Services, \$3,000 (100% complete)
- Item F. Construction Administration, \$13,800 (25% complete)
- Item G. Resident Project Representative Services, \$16,000 (0% complete)
- Item H. Start-up Services, \$1,500 (0% complete)
- Item I. O&M Manual, \$1,200 (0% complete)

AMOUNT PREVIOUSLY INVOICED: \$69,400.00

<b>Amount Earned This Period</b>	<b>3,450.00</b>
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Thank you for your business.

<b>TOTAL DUE</b>	<b>\$3,450.00</b>
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THANK YOU.