

# HILLIARD TOWN COUNCIL MEETING

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

## TOWN COUNCIL MEMBERS

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

## ADMINISTRATIVE STAFF

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

## TOWN ATTORNEY

Christian Waugh

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## AGENDA

**THURSDAY, AUGUST 19, 2021, 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

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

## PUBLIC HEARING

### ITEM-1

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

Ordinance No. 2021-06

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

***Town Attorney Waugh***

Disclosure of Ex Parte Communication.

Open Public Hearing on Ordinance No. 2021-06.

Call for Public Comments.

Close Public Hearing on Ordinance No. 2021-06.

Ordinance No. 2021-06 – Town Council Action  
Town Council to adopt Ordinance No. 2021-06, on Second and Final Reading.

## REGULAR MEETING

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

**ITEM-3** “Northeast Florida COVID-19 Economic Recovery Plan” The recovery plan outlines detailed recommendations for economic recovery and was developed by the Northeast Florida Economic Resilience Task Force, a policy group of more than 20 leaders from across the region.  
**Northeast Florida Regional Council - Sean Lahav, Resiliency Coordinator**

**ITEM-4** Town Council approval of contract for Security Cameras, Lighting and Video Recording System at the Hilliard Airpark to the low bidder AEC Electrical Contracting, subject to FDOT approval and legal review in the amount of \$165,000.00.  
**Hilliard Airpark Engineer – Bill Prange, AECOM**

### ADD

Resolution No. 2021-18

A Resolution of the Town Council of the Town of Hilliard, Florida, a Municipal Corporation accepting a Florida Department of Transportation offer of a Public Transportation Amendment to the Public Transportation Grant Agreement and authorizing and directing the Hilliard Town Council to accept such agreement.  
**Town Attorney Waugh**

Town Council to adopt Resolution No. 2021-18 accepting the Florida Department of Transportation Amendment to the Public Transportation Grant Agreement for the Construct Camera & Video Recording System at the Hilliard Airpark. The funding shall be at 100% under the Rural Economic Development Initiative (REDI) or \$193,775.00 related to eligible project costs.  
**Hilliard Airpark Engineer – Bill Prange, AECOM**

**ITEM-5** Town Council approval of contract for Turf Runway Improvements at the Hilliard Airpark to the low bidder Chad Brock Enterprises, Inc., subject to FDOT approval and legal review in the amount of \$90,800.00.  
**Hilliard Airpark Engineer - Bill Prange, AECOM**

### ADD

Resolution No. 2021-19

A Resolution of the Town Council of the Town of Hilliard, Florida, a Municipal Corporation accepting a Florida Department of Transportation offer of a Public Transportation Amendment to the Public Transportation Grant Agreement and authorizing and directing the Hilliard Town Council to accept such agreement.  
**Town Attorney Waugh**

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

**Hilliard Airpark Engineer – Bill Prange, AECOM**

#### **ITEM-6**

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

**Hilliard Airpark Engineer – Bill Prange, AECOM**

#### **ADD**

Resolution No. 2021-20

A Resolution of the Town Council of the Town of Hilliard, Florida, a Municipal Corporation accepting a Florida Department of Transportation offer of a Public Transportation Amendment to the Public Transportation Grant Agreement and authorizing and directing the Hilliard Town Council to accept such agreement.

**Town Attorney Waugh**

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

**Hilliard Airpark Engineer – Bill Prange, AECOM**

#### **ADD**

Resolution No. 2021-21

A Resolution of the Town Council of the Town of Hilliard, Florida, a Municipal Corporation accepting a Florida Department of Transportation offer of a Public Transportation Amendment to the Public Transportation Grant Agreement and authorizing and directing the Hilliard Town Council to accept such agreement.

**Town Attorney Waugh**

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

**Hilliard Airpark Engineer – Bill Prange, AECOM**

#### **ITEM-7**

Resolution No. 2021-17

A Resolution of the Town Council of the Town of Hilliard, Florida, a Municipal Corporation accepting a Florida Department of Transportation offer of a Public Transportation Grant Agreement and authorizing and directing the Hilliard Town Council to accept such agreement.

**Town Attorney Waugh**

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

**Hilliard Airpark Engineer – Bill Prange, AECOM**

**ITEM-8**

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

**Town Clerk - Lisa Purvis, MMC**

**ITEM-9**

Town Council approval of the Minutes from the August 5, 2021, Regular Meeting.

**Town Clerk – Lisa Purvis, MMC**

**ADDED ITEMS**

**ITEM-10**

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

**Land Use Administrator - Janis Fleet, AICP**

**ADDITIONAL COMMENTS**

**PUBLIC**

**MAYOR & TOWN COUNCIL**

**ADMINISTRATIVE STAFF**

**TOWN ATTORNEY**

**ADJOURNMENT**

**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 access 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.

### **2021 HOLIDAYS**

#### **TOWN HALL OFFICES CLOSED**

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

Date: July 8, 2021  
To: Nassau County Record  
From: Lisa Purvis, Town of Hilliard  
Re: Legal Advertisements (Edition 07/14/2021)

Please run this Notice of Public Hearing in the legal section of the Wednesday, July 14, 2021, edition of the Nassau County Record. Please furnish Proof of Publication and invoice to the Town of Hilliard.

### **NOTICE OF ZONING CHANGE**

The Hilliard Town Council will hold a Public Hearing on Thursday, August 19, 2021 at 7:00 p.m., in the Council Chambers in the Hilliard Town Hall, located at 15859 West County Road 108, Hilliard, Florida, to hear input regarding Ordinance No. 2021-06. All interested parties may appear at the meetings and be heard with respect to the proposed Ordinance No. 2021-06. Action on the matter may be taken following the closing of the Public Hearing at the Hilliard Town Council's regular meeting. A copy of the Ordinance which is proposed for Second Reading and Final Adoption is available for inspection and copying in the office of the Town Clerk during normal business hours 9:00 a.m. to 5:00 p.m., Monday through Friday or at [www.townofhilliard.com](http://www.townofhilliard.com).

### **ORDINANCE NO. 2021-06**

**AN ORDINANCE AMENDING CHAPTER 62 ZONING AND LAND DEVELOPMENT REGULATIONS OF THE HILLIARD TOWN CODE; AMENDING SECTION 62-359. ACCESSORY USES AND STRUCTURES; ADDING LANGUAGE TO SUBSECTION (a) TO INCLUDE A LOT SPLIT BY A RIGHT OF WAY OF NO MORE THAN 25 FEET AS A CONTIGUOUS LOT; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Lisa Purvis, MMC, Town Clerk  
Town of Hilliard

## ORDINANCE NO. 2021-06

**AN ORDINANCE AMENDING CHAPTER 62 ZONING AND LAND DEVELOPMENT REGULATIONS OF THE HILLIARD TOWN CODE; AMENDING SECTION 62-359. ACCESSORY USES AND STRUCTURES; ADDING LANGUAGE TO SUBSECTION (a) TO INCLUDE A LOT SPLIT BY A RIGHT OF WAY OF NO MORE THAN 25 FEET AS A CONTIGUOUS LOT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town desires to define a contiguous lot as a one split by a right of way of no more than twenty-five (25) feet in width; 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 62-359 - ACCESSORY USES AND STRUCTURES is hereby amended and shall read as following:

Sec. 62-359. - Accessory uses and structures.

(a) Accessory uses and structures are permitted in all districts provided such uses and structures are of a nature customarily incidental and clearly subordinate to a permitted or permissible principal use or structure and, unless otherwise provided, are located on the same lot (or contiguous lot in the same ownership, which may be split by a right of way of no more than 25 feet in width) as such principal use. Where a building or portion thereof is attached to a building or structure containing such principal use, such building or portion shall be considered as a part of a principal building and not an accessory building.

### **Section 2.**

Effective Date.

This Ordinance shall become effective upon passage.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the Hilliard Town Council, Hilliard, Florida.

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John P. Beasley  
Council President

ATTEST:

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Lisa Purvis  
Town Clerk

APPROVED:

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Floyd L. Vanzant  
Mayor

Planning & Zoning Board Publication:	June 16, 2021
Planning & Zoning Board Public Hearing:	July 6, 2021
Town Council First Publication:	June 16, 2021
Town Council First Public Hearing:	July 15, 2021
Town Council First Reading:	July 15, 2021
Town Council Second Publication:	July 14, 2021
Town Council Second Public Hearing:	August 19, 2021
Town Council Second & Final Reading:	August 19, 2021





# AGENDA ITEM REPORT

## TOWN OF HILLIARD, FLORIDA

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**TO:** Town Council Regular Meeting      **Meeting Date:** August 19, 2021

**FROM:** Sean Lahav, Resiliency Coordinator, Northeast Florida Regional Council (NEFRC)

**SUBJECT:** Northeast Florida COVID-19 Economic Recovery Plan

**BACKGROUND:** The Northeast Florida Regional Council (NEFRC), a government agency that serves seven counties and 25 municipalities, recently announced the official release of the “Northeast Florida COVID-19 Economic Recovery Plan.” The plan was formally approved through a unanimous vote of the NEFRC Board of Directors on Thursday, May 6<sup>th</sup>, 2021.

The recovery plan, which outlines detailed recommendations for economic recovery, was developed by the “Northeast Florida Economic Resilience Task Force,” a policy group of more than 20 leaders from across the region representing local governments, regional economic development organizations, private sector companies, and nonprofit organizations. The Task Force was made possible through Federal CARES Act funding allocated by the U.S. Economic Development Administration (EDA) and awarded to the NEFRC in August 2020 to support economic resilience efforts related to the pandemic.

Task Force meetings facilitated in Spring 2021 identified policy recommendations across three priority areas: (1) infrastructure; (2) small business relief and support; and (3) equity. These recommendations ultimately informed the structure of the economic recovery plan. Recommendations included in the plan relate to expanding affordable broadband access, further developing public-private partnerships, strengthening mental health resources, expanding small business support services to rural areas, and a wide array of other priority topic areas.

The purpose of this presentation is to provide local elected officials with an overview of the policy recommendations that were identified throughout the process. Additionally, this presentation will address recently published guidance related to the American Rescue Plan.

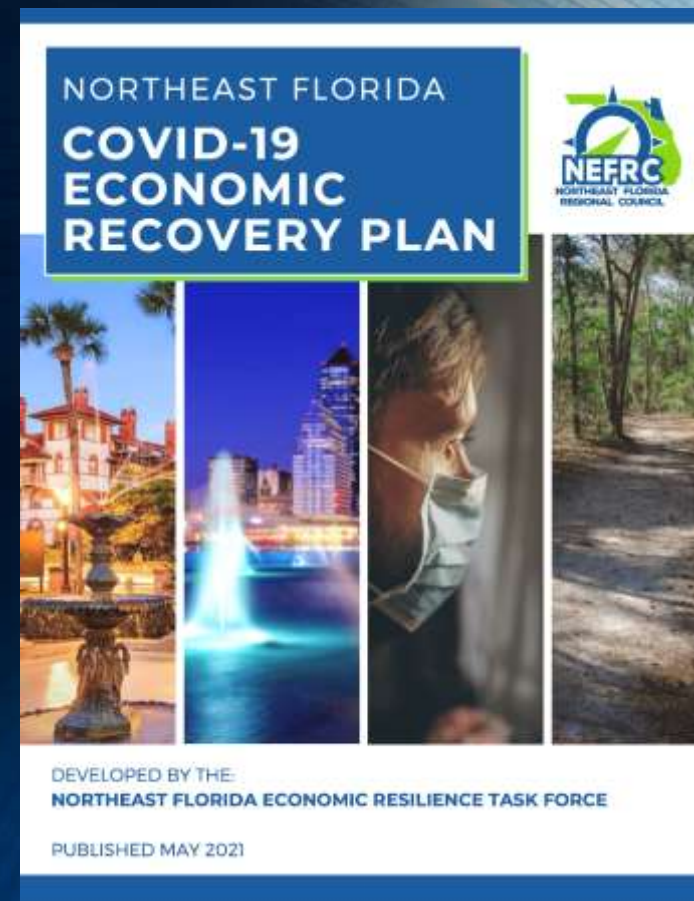
**FINANCIAL IMPACT:** N/A

**RECOMMENDATION:** N/A, For Information Purposes Only



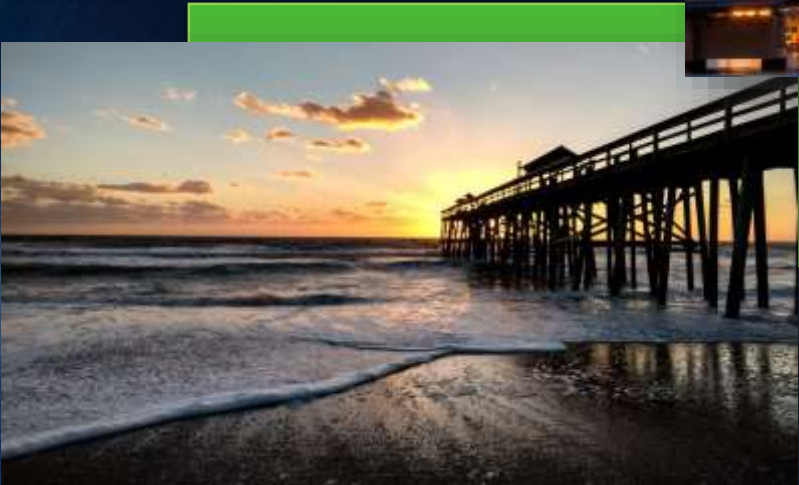
# Northeast Florida COVID-19 Economic Recovery Plan

SEAN LAHAV, RESILIENCY COORDINATOR





**NORTHEAST FLORIDA  
REGIONAL COUNCIL**



***BRINGING COMMUNITIES TOGETHER***

***SERVING BAKER, CLAY, DUVAL, FLAGLER, NASSAU, PUTNAM AND ST. JOHNS COUNTIES***



# Defining Economic Resilience

- **Economic resilience** refers to the ability of economies to “bounce back” to normal conditions after losing function because of an uncontrollable event.
- Resilient economies have the capacity to quickly respond to, withstand, and recover from adverse situations such as a global health pandemic or hurricane.
- For resilience strategies to be successful, **equity** must be an integrated component of plans – ensuring that ALL who live and work, within a given community, have access to a good education, affordable housing and transportation, and are able to **prosper**.

Updated: 1 April 2020 | Updates Highlighted in **RED**

## Dealing with Impacts from COVID-19 Resources for Small Businesses in Northeast Florida

Sean Lahav, MPA | Resiliency Coordinator | Northeast Florida Regional Council (NEFRC)  
Phone: (904) 279-0880 ext. 111 | Email: [slahav@nefrc.org](mailto:slahav@nefrc.org)

### FEDERAL & STATE GUIDANCE

- **U.S. Small Business Administration: Coronavirus (COVID-19): Small Business Guidance & Loan Resources** – Health and government officials are working together to maintain the safety, security, and health of the American people. Small businesses are encouraged to do their part to keep their employees, customers, and themselves healthy.  
<https://www.sba.gov/page/coronavirus-covid-19-small-business-guidance-loan-resources>
- **Center for Disease Control and Prevention, Interim Guidance for Businesses and Employers** – The following interim guidance may help prevent workplace exposures to acute respiratory illnesses, including COVID-19, in non-healthcare settings. The guidance also provides planning considerations if there are more widespread outbreaks of COVID-19.  
<https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>
- **U.S. Department of Labor: Guidance on Preparing Workplaces for COVID-19** – This guidance is intended for planning purposes. Employers and workers should use this planning guidance to help identify risk levels in workplace settings and to determine any appropriate control measures to implement. Additional guidance may be needed as COVID-19 outbreak conditions change, including as new information about the virus, its transmission, and impacts, becomes available.  
<https://www.osha.gov/Publications/OSHA3996.pdf>
- **Florida Department of Health: What you need to know about COVID-19 in Florida** – Adults 60 and older and those with underlying medical conditions like heart disease, diabetes and lung disease are more likely to develop serious illness. Here's what you can do right now.  
<https://floridahealthcovid19.gov>



## Forecasting the Economic Impacts of COVID-19 in Northeast Florida: Utilizing REMI PI+ Model

Published on June 2, 2020

**Northeast Florida Regional Council (NEFRC)**  
Jack Shad, Economic Development Project Manager  
Sean Lahav, Resiliency Coordinator



### Results Summary:

- Overall, the model suggests that the economic effects of even a "best case scenario" will be severe.
- Northeast Florida will see effects about 15% more severe than the national average.
- The model suggests that a 2.7% decline in national gross domestic product (GDP) will result in the loss of more than 41,000 jobs locally, 4.2% of the workforce.
- Job losses will likely not be spread evenly across the regional economy but will be concentrated in certain industries. According to the model, Northeast Florida will see the highest percentage job losses in the following industries: Construction, Finance & Insurance, Real Estate, Health Care, Accommodation & Food Service, and Other Services.

# Northeast Florida Economic Resilience Task Force

## Task Force Membership List

• Valerie Jenkins, Wells Fargo	• Taco Pope, Nassau County
• Bill Garrison, Jimerson Birr	• Jeff Sheffield, North Florida TPO
• Jessie Spradley Jr., NEFBA	• Dr. Perry Bechtle, Mayo Clinic
• Denise Bevan, City of Palm Coast	• Darryl Register, Baker Chamber
• Jonathan Griffith, City of Palatka	• Bill Lazar, St. Johns Housing Partnership
• Greg Anderson, JAXUSA Partnership	• Kristopher Smith, LISC Jacksonville
• Cathy Hagan, SBDC at UNF	• Reuben Franklin, City of St. Augustine
• Hon. Roxanne Horvath, City of St. Augustine	• Bob Porter, St. Johns County Chamber
• Wendell Chindra, Clay Chamber	• Hon. Jeff Rawls, Putnam County
• Bruce Ferguson, CareerSource NE Florida	• Rebecca Livingston, CareerSource NE Florida

## Task Force Deliverable Timeline



# NORTHEAST FLORIDA ECONOMIC RESILIENCE TASKFORCE BRIEFING GUIDE

Establishing Regional Context for  
COVID-19 Economic Recovery

Published November 2020  
Northeast Florida Regional Council (NEFRC)





### 3: PRE-PANDEMIC DEMOGRAPHIC ANALYSIS



#### Section Purpose

The purpose of this section is to provide a detailed overview of pre-pandemic economic conditions across Northeast Florida. These conditions can be used as a baseline for developing a better understanding of where the regional economy stood before the coronavirus pandemic impacted the globe in March of 2020. This section is divided by individual county, where for each jurisdiction, the following resources are provided: (a) demographic overview and summary; (b) quality of life and demographic data indicator fact sheets; and (c) GIS maps that provide spatial information.

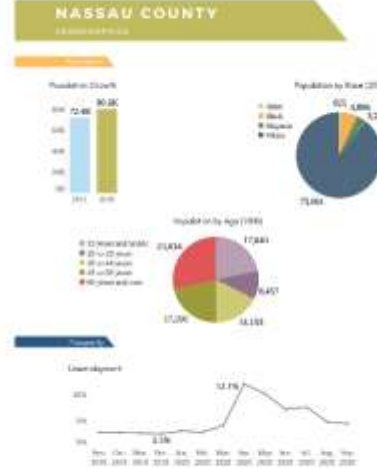
#### Individual County Demographic Analysis Explanation

The county demographic breakdowns in Sections 3.1 through 3.7 provide greater detail for several demographic indicators, including population growth, unemployment, median household income, and educational attainment. These indicators are classified by age groups, race, origin, and gender, providing a broader view of each county before COVID-19. The American Community Survey (5-year estimates) is the data source used for the breakdown. 2011 serves as the baseline for measuring growth and declines. 2018 is the most recent year available for data on all seven counties. In terms of race and origin, the four largest groups mentioned are white, black, Asian, and Hispanic. The other groups comprise a small percentage of the population. Notable trends are referenced, while omissions are largely due to the sample size and/or the data point being close to the county average.

#### Regionwide Demographic Indicators

Section 3.8 provides regional GIS maps related to health insurance, vehicle access, and broadband. The purpose of these maps is to highlight certain quality of life indicators that are especially relevant at the regional level due to COVID-19.

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### 3.5: Nassau County Demographics Summary

#### Population Changes

From 2011 to 2018, Nassau's population increased by 11.3%. The number of residents 62 years and over increased by 36% during this period. The most highest increase by age group was 75 to 84 (16.9%). The number of Asian and Hispanic residents increased by 32% and 39%, respectively. The Black population decreased by 3%.

#### Unemployment

For unemployment, the following age groups had an unemployment rate greater than 6% in 2018: 16 to 19 years (11.4%), and 20 to 24 years (8.2%). Black unemployment was 9.4%.

#### Household Income

Median household income increased by 20%. In 2018, Nassau had the third-highest median household income in Florida. Black residents had the lowest median household income at \$24,320. Conversely, Hispanic households earned \$58,995 and the median income for Asian households was \$78,828. Female householders (non-fatherly) earned \$32,935, whereas male householders earned \$40,935.

#### Educational Attainment

25.6% of blacks earned at least a bachelor's degree (highest in the region) in 2018. 20% of black females earned a bachelor's degree or higher. 50.3% of them earned a high school diploma. 86.7% of Hispanics graduated high school. For Hispanic women, that number decreased to 76.0%. 17.7% of these women earned a bachelor's degree or higher. Residents with a bachelor's degree earned \$24,584 more than high school graduates. Those with some college or an associate degree earned \$12,517 more.

#### Main Takeaways

- Largest population growth: 62 years and over (36% increase), Hispanic (39% increase), and Asians (22% increase)
- 16 to 19 had the highest unemployment rate (11.4%); Black unemployment was the highest among the major racial and ethnic groups (9.4%)
- Median household income ranked 3<sup>rd</sup>
- Regionally, had the highest percentage of blacks who earned bachelor's degrees
- Associate degrees holders and residents with some college earned \$12,500 more than high school graduates

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NORTHEAST FLORIDA  
**COVID-19  
ECONOMIC  
RECOVERY PLAN**





DEVELOPED BY THE:  
**NORTHEAST FLORIDA ECONOMIC RESILIENCE TASK FORCE**

PUBLISHED MAY 2021





# INFRASTRUCTURE POLICIES

## 1.1

### Expand affordable broadband access

In an era of remote structures in work, telehealth, education, and other realms, reliable and affordable access to broadband has become more integral than ever before to the economic viability of urban and rural communities.

## 1.2

### Build and modernize rural infrastructure

The State of Florida is projected to add 4 million people to its population by 2032. This population growth, whether desirable or not, will undoubtedly have an impact on rural communities.

## 1.3

### Create best-in-class infrastructure investment

Florida is the 3rd most populated state in the U.S. with 900 people moving to the state every day. In managing current growth and preparing for future growth, smart investments are critical.

## 1.4

### Confront the challenges of legacy infrastructure

COVID-19 has brought into focus the challenges faced by low-income and minority communities in dealing with the impacts of historical infrastructure gaps.

## 1.1

### Expand affordable broadband access

In an era of remote structures in work, telehealth, education, and other realms, reliable and affordable access to broadband has become more integral than ever before to the economic viability of urban and rural communities.

#### Context

- HB 969, passed by the Florida Legislature in 2021, tasked the Florida Department of Economic Opportunity (DEO) with several directives related to identifying gaps in broadband access across the state.
- The Florida Broadband Initiative maintains, "Every household and business in Florida should have access to affordable, reliable, high-speed Internet Services."

#### Policy Mechanisms

- Initiate partnerships with state agencies, local and county governments, and other entities to kickstart broadband investments.
- Explore the viability of establishing a Rural Broadband Pilot Program; based on lessons learned from the Eastside Jacksonville Broadband Program.
- Leverage anchor institutions (such as schools, libraries, medical facilities, and government buildings) to provide rapid community internet services.
- Improve broadband coverage maps and identify where gaps exist.
- Coordinate and expand broadband affordability programs.
- Track and monitor ongoing legislation related to broadband.
- Explore the viability of establishing a regional broadband working group to share best practices and evaluate/recommend opportunities for implementation.
- Identify funding and financing sources for broadband deployment.
- Utilize Federal Stimulus allocations to specifically address gaps in broadband infrastructure across urban and rural communities.

#### Case Study Examples

- Cambria County, Pennsylvania announced the completion of a [\\$11 million project](#) designed to expand the availability of broadband Internet service in underserved parts of the county's rural northern half. Funding for the project came from Cambria County's share of the CARES Act.
- [Smart North Florida](#) is a newly created non-profit organization that is currently involved in developing a trial project to provide broadband access to the East Jacksonville neighborhood. This project uses newly developed OnGo CBRS transmitter devices to create a wide area private LTE network which is faster and has a wider range than current WIFI systems - the entire 2 square mile East Jacksonville neighborhood is covered by only 9 transmitters.

## SMALL BUSINESS RELIEF

### 2.1 Strengthen relationships across ecosystem

With many partners assisting small businesses across the region, there is a need to further integrate the business support environment to not only include small business assistance programs but also a collaboration between entrepreneurship and other similar programs to strengthen the region's competitiveness.

### 2.2 Identify and communicate scaleable best practices

The pandemic's effect on small businesses and the environment in which small business operates has heightened the need to identify and communicate scalable best practices. Small businesses must be able to adapt not only to the pandemic, but also to norms and regulations that will continue to change in the years to come.

### 2.3 Leverage public-private partnerships

The region's ability to spur and support innovation and adaption for small businesses is essential for these businesses to adapt to the challenges ahead in economic recovery. The ability to leverage private-public partnerships will assist the region's businesses to become more innovative and adaptable.

### 2.4 Utilize investment-based crowdsourcing

The use of investment-based crowdsourcing can provide the needed innovation finance tools that small businesses can utilize to support creation, retention, and growth.

### 2.5 Expand urban services to rural areas

With many small businesses confronting challenges from the economic downturn, there is a need for small businesses to have direct access to courses, mentorship programs, assistance from potential investors, and other resources. Many of these services, however, are heavily concentrated in urban areas. Expanding access to these urban resources is vital for rural small business owners across the region.

### 2.1 Strengthen Relationships Across the Ecosystem

With many partners assisting small businesses across the region, there is a need to further integrate the business support environment to not only include small business assistance programs but also a collaboration between entrepreneurship and other similar programs to strengthen the region's competitiveness.



#### Context

- The development of a regional ecosystem, one that incorporates a collaborative partnership model between county chamber of commerce partners and business development centers, is an important step to spur greater economic development.
- At the 2/18/2021 Economic Resilience Taskforce meeting, Dr. Carlton Robinson from the Jacksonville Chamber of Commerce provided a visual of the limited number of small business resources that exist outside of the region's urban areas. The development of a digital ecosystem will provide the resources and support small businesses need to succeed moving into the future.

#### Policy Mechanisms

- Driving an interconnected regional business pipeline is essential to further interconnect the region and provide a more competitive environment for the region overall. The Federal Small Business Innovation Research and Small Business Technology Transfer Program could assist in growing the region's participation in the research and development sector of the economy.
- Explore the viability of establishing a partnership non-profit with all regional and county small business assistance actors to assist in regional collaboration between these groups and assist small businesses in acquiring necessary resources.
- Develop and utilize a concept map for the region to connect small businesses within the region to the nearest resources based on their jurisdiction and location.

#### Case Study Examples

- If possible, a regional business development agency or nonprofit could collaborate with the state to apply for the [Small Business Administration's Federal and State Technology Partnership](#) to increase proposals for the SBIR/STTR awards to grow the region's research and development sector. Wichita State University, a regional public university in Kansas, is the central location for the state in assisting small businesses in commercializing high-tech innovation.
- The Jacksonville Chamber of Commerce's digital transformation program is focused on improving business processes, customer experience outcomes, and identifying channels of distribution.
- JaxSmallBizHelp.org and NorthFloridaSmallBizHelp.org represent government and non-profit organizations that assist small businesses with resources. The mission is to bring partners together to share information, to exchange ideas, to coordinate assistance activities, and to advocate on behalf of their small business members/clients.



## DRIVING EQUITY

### 3.1 Enhance mental health resources

The toll on mental health due to the pandemic is widespread, with many citizens requiring mental health resources, which have been historically underfunded.

### 3.2 Protect essential workers in vulnerable sectors

Our region and economy rely on workers that face great risks due to the nature of their jobs and require resources and support to ensure the best possible protection from COVID-19 transmission.

### 3.3 Protect landlords and tenants

Low- to moderate-income tenants and small, independent property owners are bearing the brunt of the pandemic, inducing economic downturn and require broad rental assistance.

### 3.4 Ensure all have access to affordable housing

The pandemic has worsened the state's considerable affordable housing shortage, with cost-burdened households at greater risk of eviction and foreclosures. Supporting affordable housing infrastructure across the region has become critical.

### 3.1

#### Enhance mental health resources

The toll on mental health due to the pandemic is widespread, with many citizens requiring mental health resources, which have been historically underfunded.



#### Context

- Several existing healthcare care organizations such as the Healthcare Coalitions (both Northeast and North Central) and the Health Planning Councils (Northeast and Well Florida) work with healthcare facilities in the seven-county region on a span of issues that include mental health services and providers.
- Engaging organizations with current programs, knowledge, and relationships can more effectively and efficiently understand the present mental health situation in Northeast Florida and what additional services, funds, and resources are needed.

#### Policy Mechanisms

- Advance parity of esteem and address the inequities between mental and physical health care by engaging with mental health organizations to better understand their needs and to identify where gaps in care exist.
- Provide Mental Health First Aid training to enhance knowledge about mental health and substance-use issues, reduce its stigma, and improve responsiveness to signs of an emerging problem or crisis.
- Explore the viability of hosting recurring virtual town halls on mental health to discuss and raise awareness of mental health challenges and resources.
- Develop a means for residents to get immediate mental health assistance, such as through a three-digit prevention lifeline number or a crisis text line, and build upon existing programs designed to help communities deal with trauma.
- Engage communities of color and reduce barriers to accessing treatment by partnering with community and faith-based organizations to identify and respond to specific needs in culturally appropriate ways.

#### Case Study Examples

- Alachua County, Florida, developed an evidence-based strategy to assist county employees in identifying and appropriately responding to mental health issues. The county's training initiative was recognized with an Achievement Award from the National Association of Counties.
- The City of Jacksonville is working with Hearts 4 Minds, a volunteer-organization, to raise awareness about mental health.
- An effort is underway to create a "drop-in mental health clinic" somewhere along State Road 100 in Flagler County. This is similar in concept to medical clinics that offer health services to people without the need for an appointment, are generally open longer hours, and can even offer 24-hour services.

# American Rescue Plan Resource Center



[www.flicg.org/american-rescue-plan-resources/](http://www.flicg.org/american-rescue-plan-resources/)

## ARPA Estimated Allocations for NEFL

County/Municipality	Allocations	County/Municipality	Allocations
Baker County	\$5,665,100	Clay County	\$42,522,575
Glen St. Mary	\$193,302	Green Cove Springs	\$3,604,246
Macclenny	\$2,916,342	Orange Park	\$3,708,041
		Keystone Heights	\$645,882
		Penney Farms	\$350,045
Duval County	\$349,565,161		
Atlantic Beach		Flagler County	\$22,319,251
Baldwin		Palm Coast	\$12,672,984
Jacksonville	\$163,814,476	Beverly Beach	\$180,696
Jacksonville Beach		Bunnell	\$1,236,714
Neptune Beach		Flagler Beach	\$2,152,798
		Marineland	\$4,622
Nassau County	\$17,188,273		
Callahan	\$571,502	Putnam County	\$14,452,889
Fernandina Beach	\$5,533,906	Palatka	\$4,391,742
Hilliard	\$1,371,185	Interlachen	\$618,147
		Pomona Park	\$386,604
St. Johns County	\$51,331,505	Welaka	\$301,299
St. Augustine	\$6,477,725	Crescent City	\$645,041
St. Augustine Beach	\$2,943,236		



# Eligible ARPA Project Focus Areas

- **Behavioral Healthcare:** New or enhanced state and local government services that may be needed to meet mental health, substance use, and other behavioral needs.
- **Small Businesses:** Loans and grants to mitigate financial hardship; Loans, grants, and in-kind assistance to implement COVID-19 prevention or mitigation tactics; Technical Assistance.
- **Investing in Housing & Neighborhoods:** Services to support individuals experiencing homelessness; Affordable housing development; Housing vouchers, residential counseling, navigation assistance.
- **Water and Sewer infrastructure:** Includes improvements to infrastructure, such as buildings or upgrading facilities and transmission, distribution, and storage systems; Eligible uses aligned to Environmental Protection Agency project categories across the Clean Water State Revolving Fund and Drinking Water State Revolving Fund.
- **Broadband Infrastructure:** Focus on households and businesses without a wireline connection capable of reliably delivering 25 Mbps download/ 3 Mbps upload; Fund projects that deliver reliable service (minimum 100 Mbps download/100 Mbps upload speeds unless impracticable); Complement broadband investments made through the separate Capital Projects Fund.



# Model Example: Nassau Prosperity Plan



- Nassau County developed a prosperity plan to guide the spending of American Rescue Plan (ARP) funding.
- Focus of CARES Act was on economic stabilization; whereas focus of ARP is on prosperity.
- Nassau Prosperity Plan can be utilized as a reference example to guide spending decisions in other jurisdictions.

# EDA's Investing in America's Communities

- Build Back Better Regional Challenge (\$1 billion)
- Good Jobs Challenge (\$500 million)
- Economic Adjustment Assistance Challenge (\$500 million)
- Travel, Tourism, and Outdoor Recreation Grants (\$750 million)
- Statewide Planning, Research, and Networks Grants (\$90 million)



# Technical Assistance Opportunities

- Local governments can utilize recovery plan as a reference for informing ARPA spending decisions.
- NEFRC can assist with local ARPA planning needs related to data collection and lessons learned from other local governments.
- NEFRC, as the designated Economic Development District of Northeast Florida, can assist local governments with additional EDA funding opportunities that were recently announced (i.e., grant development process and writing, inclusion in the regional CEDS plan, liaison to Florida EDA officer).

# Staff Contact Information

- Beth Payne, Chief Executive Officer  
[epayne@nefrc.org](mailto:epayne@nefrc.org)
- Margo Moehring, Director of Policy & Planning  
[mmoehring@nefrc.org](mailto:mmoehring@nefrc.org)
- Sean Lahav, Resiliency Coordinator  
[slahav@nefrc.org](mailto:slahav@nefrc.org)
- Jack Shad, Economic Development Project Manager  
[jshad@nefrc.org](mailto:jshad@nefrc.org)

# Links to Recovery Plan Materials

- [Northeast Florida Economic Resilience Task Force](#)
- [Northeast Florida COVID-19 Economic Recovery Plan](#)
- [Economic Resilience Task Force Briefing Guide](#)





**SEAN D. LAHAV, MPA**  
Resiliency Coordinator  
Northeast Florida Regional Council  
Email: [slahav@nefrc.org](mailto:slahav@nefrc.org)  
Phone: (904) 279-0880 ext. 111





60600918  
August 4, 2021

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

Reference: **SECURITY CAMERAS, LIGHTING AND VIDEO RECORDING SYSTEM**  
**FDOT FPID NOS. 443125-1-94-18**  
**HILLIARD AIRPARK**

Dear Ms. Purvis:

We have received and reviewed the Bid that was publicly opened and read aloud on August 3, 2021 for the referenced project. The following is a list of Bidders and the amount bid by each:

<u>FIRM</u>	<u>TOTAL BID AMOUNT</u>
AEC Electrical Contracting	\$165,000.00
Engineer's Estimate	\$167,000.00

Only one bid was received even though bid packages were distributed to nine contractors and five bid reporting services. The bid received from AEC Electrical Contracting is responsive. We have evaluated the qualifications of AEC Electrical Contracting and, in our opinion; we believe AEC Electrical Contracting is qualified to perform the Work. We recommend that AEC Electrical Contracting be awarded a contract for the Security Cameras, Lighting and Video Recording System project at the Hilliard Airpark subject to FDOT and legal review.

There is sufficient FDOT funding to pay for the project.

Enclosed for your file is a copy of the "Bid Tabulation" of the bids received.

Sincerely,

**AECOM Technical Services, Inc.**

William R. Prange, P.E.  
Enclosures

xc: file/AECOM

<b>BID TABULATION</b>		<b>Date of Bid Opening:</b>  8/3/2021	<b>OFFICIAL NAME AND LOCATION OF AIRPORT</b> Hilliard Airpark Hilliard, FL		FDOT FM NO.: 443125-1-94-18		AECOM PROJECT NO.: 60600918	
<b>SPONSOR'S NAME AND ADDRESS</b> Town of Hilliard 15859 West County Road 108 Hilliard, FL 32046			<b>DESCRIPTION OF WORK</b> SECURITY CAMERAS, LIGHTING AND VIDEO RECORDING SYSTEM					
		William R. Prange PE #46751			<b>ENGINEER'S ESTIMATE</b>		<b>AEC Electrical Contracting</b> <b>7005 Lloyd Road West</b> <b>Jacksonville, FL 32220</b>	
<b>BID NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNITS</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	
BASE BID								
1	MOBILIZATION	LS	1	\$16,000.00	\$16,000.00	\$10,500.00	\$10,500.00	
2	GATE 1 NEW ELECTRICAL AND SECURITY WORK, COMPLETE.	LS	1	\$42,000.00	\$42,000.00	\$36,500.00	\$36,500.00	
3	GATE 2 NEW ELECTRICAL AND SECURITY WORK, COMPLETE.	LS	1	\$40,000.00	\$40,000.00	\$36,500.00	\$36,500.00	
4	GATE 3 NEW ELECTRICAL AND SECURITY WORK, COMPLETE.	LS	1	\$30,000.00	\$30,000.00	\$36,500.00	\$36,500.00	
5	CCTV HEADEND/NVR/WORKSTATION	LS	1	\$25,000.00	\$25,000.00	\$45,000.00	\$45,000.00	
6	CCTV FBO CAMERAS	LS	1	\$14,000.00	\$14,000.00	included in Line 5	\$0.00	
				<b>SUBTOTAL</b>	<b>\$167,000.00</b>		<b>\$165,000.00</b>	
<b>PROJECT TOTAL</b>					<b>\$167,000.00</b>		<b>\$165,000.00</b>	



**RESOLUTION NO. 2021-18**

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

**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:

**HILLIARD AIRPARK CONSTRUCT CAMERA & VIDEO RECORDING SYSTEM**

**FDOT F.P. NUMBER 443125-1-94-22**

**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 \$193,775.00 related to eligible project costs; and

**WHEREAS**, both parties now wish to formalize the arrangement in the form of An Amendment to the Public Transportation Grant Agreement (PTGA). This amendment replaces the language in Section 17(i) of the Agreement related to Design Services and Construction Engineering and Inspection Services. Update description only – No additional funds added.

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

1. The Town of Hilliard confirms its desire to enter into an Amendment to the 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 \$193,775.00 in facilitating the project; and
3. The Council President John P. Beasley, Town Clerk Lisa Purvis, and Mayor Floyd L. Vanzant, are hereby authorized to execute this Resolution on behalf of the Town of Hilliard; and
4. The Council President, Town Clerk and Mayor, of the Town of Hilliard, John P. Beasley, Lisa Purvis and Floyd L. Vanzant, are herein specifically authorized to enter and sign such documents as may be necessary, including the referenced Public Transportation Grant Agreement, future modifications, time extensions, and project scope changes with the State of Florida Department of Transportation.

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

\_\_\_\_\_  
John P. Beasley  
Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Floyd L. Vanzant  
Mayor

**PUBLIC TRANSPORTATION  
AMENDMENT TO THE PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) <b>443125-1-94-22</b>	Fund(s): Work Activity Code/Function: <b>215</b> Federal Number/Federal Award Identification Number (FAIN) – Transit only: _____	DPTO	FLAIR Category: <b>088719</b>
		Object Code: <b>751000</b>	
		Org. Code: <b>55022020228</b>	
		Vendor Number: <b>VF596018372005</b>	
Contract Number: <b>G1V70</b>	Federal Award Date: _____	Amendment No.: <b>1</b>	
CFDA Number: <b>N/A</b>	Agency DUNS Number: _____		
CFDA Title: <b>N/A</b>			
CSFA Number: <b>55.004</b>			
CSFA Title: <b>Aviation Grant Program</b>			

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on \_\_\_\_\_, by and between the State of Florida, Department of Transportation ("Department"), and Town of Hilliard, ("Agency"), collectively referred to as the "Parties."

**RECITALS**

WHEREAS, the Department and the Agency on 3/15/2021 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

- 1. Amendment Description.** The project is amended Design & Construct Security Camera and Video Monitoring System at Hilliard Airpark. This amendment revises the language deleting Section 17(i) of the Agreement in its entirety and replacing with the following language:

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity. (Update description only - No additional funds added)

- 2. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

- 3. Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

☒ Exhibit A: Project Description and Responsibilities  
☒ Exhibit B: Schedule of Financial Assistance  
☐ \*Exhibit B1: Deferred Reimbursement Financial Provisions  
☐ \*Exhibit B2: Advance Payment Financial Provisions

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

Form 725-000-03  
 STRATEGIC  
 DEVELOPMENT  
 OGC 11/19

- ☐ \*Exhibit C: Terms and Conditions of Construction  
☒ Exhibit D: Agency Resolution  
☐ Exhibit E: Program Specific Terms and Conditions  
☐ Exhibit F: Contract Payment Requirements  
☒ \*Exhibit G: Financial Assistance (Single Audit Act)  
☐ \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance  
☐ \*Additional Exhibit(s):

**4. Project Cost.**

The estimated total cost of the Project is ☐ increased/ ☐ decreased by \$0 bringing the revised total cost of the project to \$193,775.

The Department's participation is ☐ increased/ ☐ decreased by \$0. The Department agrees to participate in the Project cost up to the maximum amount of \$193,775, and, additionally the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project.

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

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

AGENCY Town of Hilliard

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: John P. Beasley  
 Name: \_\_\_\_\_  
 Title: Council President

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:

\_\_\_\_\_  
 Floyd L. Vanzant, Mayor

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS****EXHIBIT A****Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design & Construct Security Camera and Video Recording System

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

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Design & Installation of New Security Camera and Video Monitoring System- As required by 215.971, F.S. this scope of work includes but is not limited to consultant and design fees, permitting, construction inspection costs, mobilization and demobilization, maintenance of traffic, demolition, trenching, installation of access control and gate operating equipment, perimeter gate/fencing work, security lighting and related components, cameras, supporting wiring and dedicated primary and backup power supplies, including all materials, equipment, labor and incidentals required to complete the project. The system will include new cameras, replacement of old cameras, a video recording system and associated camera and software licenses, and related infrastructure (mounts, poles, electrical, communication, etc.) The system will provide camera coverage of security sensitive an access locations at the airport. The Sponsor will comply with Aviation Program Assurances.

**D. Deliverable(s)**: Design & Construct Security Camera and Video Recording System

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

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

**F. Transit Operating Grant Requirements (Transit Only):**

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

Addition of Security Cameras and security lighting at Gates 1, 2, 3, FBO Building and related infrastructure.

ITEM-4

CONTRACTOR'S STAGING AREA

ACCESS GATE 1

FBO BUILDING

ACCESS GATE 2

ACCESS GATE 3

PEA FARM ROAD

EASTWOOD ROAD

CONTRACTOR'S HAUL ROUTE  
(TWO WAY TRAFFIC) (TYP.)

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Page 4 of 7

PROJECT BOUNDARY

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

**EXHIBIT B****Schedule of Financial Assistance**

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

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
443125-1-94-22	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$193,775.00
<b>Total Financial Assistance</b>							<b>\$193,775</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$193,775.00	\$0.00	\$0.00	\$193,775.00	100.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
<b>Totals</b>	<b>\$193,775.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$193,775.00</b>			

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

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

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

Donna Whitney

---

 Department Grant Manager Name

---

 Signature

---

 Date

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

Form 725-  
STRA  
DEVELOPMENT  
OGC 02/20

ITEM-4

**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***



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

Form 725-  
STRA  
DEVELOPMENT  
OGC 02/20

ITEM-4

**EXHIBIT G**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~**

**Awarding Agency:** Florida Department of Transportation

**State Project Title:** Aviation Grant Program

**CSFA Number:** 55.004

**\*Award Amount:** \$193,776

\*The award amount may change with amendments

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

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

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

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



60611457  
August 4, 2021

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

Reference:

**TURF RUNWAY IMPROVEMENTS  
FDOT FM NO. 442162-1-94-19  
HILLIARD AIRPARK**

Dear Ms. Purvis:

We have received and reviewed the Bid that was publicly opened and read aloud on August 3, 2021 for the referenced project. The following is a list of Bidders and the amount bid by each:

<u>FIRM</u>	<u>TOTAL BID AMOUNT</u>
CHAD BROCK ENTERPRISES, INC	\$90,800.00
Engineer's Estimate	\$85,000.00

Only one bid was received even though bid packages were distributed to four contractors and five bid reporting services. The bid received from CHAD BROCK ENTERPRISES, INC is responsive. We have evaluated the qualifications of CHAD BROCK ENTERPRISES, INC and, in our opinion; we believe CHAD BROCK ENTERPRISES, INC is qualified to perform the Work. We recommend that CHAD BROCK ENTERPRISES, INC be awarded a contract for the Turf Runway Improvements project at the Hilliard Airpark subject to FDOT and legal review.

There is a shortfall of available funding from FDOT and a request for additional FDOT funding has been made. If additional funds are not made available then we recommend that you award a portion of the Alternate Bid Schedule (reduce the amount of Top Dressing work) up to the amount of available funding.

Enclosed for your file is a copy of the "Bid Tabulation" of the bids received.

Sincerely,

**AECOM Technical Services, Inc.**

William R. Prange, P.E.

Enclosures

xc: file/AECOM

<b>BID TABULATION</b> <b>SPONSOR'S NAME AND ADDRESS</b> Town of Hilliard 15859 West County Road 108 Hilliard, FL 32046			Digitally signed by Prange, Bill DN: cn=Prange, Bill, ou=USTPA1, email=bill.prange@aecom.com Date: 2021.08.04 12:19:50 -04'00'		<b>Date of Bid Opening:</b>  8/3/2021		<b>OFFICIAL NAME AND LOCATION OF AIRPORT</b> Hilliard Airpark Hilliard, FL <b>DESCRIPTION OF WORK</b> TURF RUNWAY IMPROVEMENTS			FDOT FM NO.: 442162-1-94-19		AECOM PROJECT NO.: 60611457	
			William R. Prange PE #46751						<b>ENGINEER'S ESTIMATE</b>		<b>CHAD BROCK ENTERPRISES, INC</b> <b>PO Box 1325</b> <b>Hilliard, FL 32046</b>		
BID NO.	ITEM NO.	ITEM DESCRIPTION			UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL			
BASE BID - TURF RUNWAY IMPROVEMENTS													
1	C-105-2.1	MOBILIZATION			LS	1	\$5,000.00	\$5,000.00	\$0.00	\$0.00			
2	L-100-1	BI-MONTHLY (EVERY OTHER MONTH) SPRAYING OF THE PROJECT AREA WITH SELECTIVE HERBICIDES, INSECTICIDES, AND LIQUID FERTILIZER OR UREA MIXTURE BASED ON SOIL TESTING			EACH	6	\$3,500.00	\$21,000.00	\$4,100.00	\$24,600.00			
3	L-100-2	BI-ANNUAL (EVERY 6 MONTHS) APPLICATION OF GRANULAR FERTILIZER TO THE PROJECT AREA BASED ON SOIL TESTING			EACH	2	\$3,000.00	\$6,000.00	\$2,600.00	\$5,200.00			
							SUBTOTAL	\$32,000.00		\$29,800.00			
ALTERNATE BID ITEMS - TO BE AWARDED AS NEEDED BY THE AIRPARK													
4	L-100-3	AERATE, TOP DRESS AND DRAG THE RUNWAY AREA (AREA BETWEEN THE RUNWAY LIGHTS) USING MINED BUILDERS SAND (NOT SEPTIC TANK SAND)			CUBIC YARD	800	\$55.00	\$44,000.00	\$63.75	\$51,000.00			
5	L-100-4	DOUBLE DRUM ROLL THE RUNWAY AREA (AREA BETWEEN THE RUNWAY LIGHTS)			EACH	1	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00			
6	L-100-5	APPLICATION OF "TOP CHOICE" INSECTICIDE (OR GENERIC BRAND CONTAINING MINIMUM 0.0143% FIPRONIL) TO THE PROJECT AREA			EACH	1	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00			
							SUBTOTAL	\$53,000.00		\$61,000.00			
PROJECT TOTAL								\$85,000.00		\$90,800.00			

**RESOLUTION NO. 2021-19**

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

**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:

**HILLIARD AIRPARK TURF RUNWAY MAINTENANCE AND IMPROVEMENTS**

**FDOT F.P. NUMBER 442162-1-94-22**

**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 \$91,000.00 related to eligible project costs; and

**WHEREAS**, both parties now wish to formalize the arrangement in the form of an Amendment to the Public Transportation Grant Agreement (PTGA). This amendment increases the Department's participation by \$10,000.00 in additional funds.

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

1. The Town of Hilliard confirms its desire to enter into an Amendment to the 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 \$91,000.00 in facilitating the project; and
3. The Council President John P. Beasley, Town Clerk Lisa Purvis, and Mayor Floyd L. Vanzant, are hereby authorized to execute this Resolution on behalf of the Town of Hilliard; and
4. The Council President, Town Clerk and Mayor, of the Town of Hilliard, John P. Beasley, Lisa Purvis and Floyd L. Vanzant, are herein specifically authorized to enter and sign such documents as may be necessary, including the referenced Public Transportation Grant Agreement, future modifications, time extensions, and project scope changes with the State of Florida Department of Transportation.

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

---

John P. Beasley  
Council President

ATTEST:

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Lisa Purvis  
Town Clerk

APPROVED:

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Floyd L. Vanzant  
Mayor

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DPTO	FLAIR Category:	088719
442162-1-94-22	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55022020228
	Identification Number (FAIN) – Transit only:		Vendor Number:	VF596018372005
Contract Number: G1V71	Federal Award Date:		Amendment No.:	1
CFDA Number: N/A	Agency DUNS Number:			
CFDA Title: N/A				
CSFA Number: 55.004				
CSFA Title: Aviation Grant Program				

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

Form 725-000-03  
 STRATEGIC  
 DEVELOPMENT  
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— \*Additional Exhibit(s):

**4. Project Cost.**

The estimated total cost of the Project is X increased/    decreased by \$10,000 bringing the revised total cost of the project to \$91,000.

The Department's participation is X increased/    decreased by \$10,000. The Department agrees to participate in the Project cost up to the maximum amount of \$91,000, and, additionally the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project.

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

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

AGENCY Town of Hilliard

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
 Name: John P. Beasley  
 Title: Council President

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

ATTEST:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

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

Legal Review: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
 Floyd L. Vanzant, Mayor

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

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DEVELOPMENT  
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ITEM-5

**EXHIBIT A**

**Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): HILLIARD AIRPARK TURF RUNWAY MAINTENANCE AND IMPROVEMENTS

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

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Turf Runway Maintenance and Improvements - Additional Funds - As required by 215.971, F.S., this scope of work includes, but is not limited to, consultant and design fees, survey and geotechnical costs, construction inspection and material testing costs, mobilization and demobilization, rehabilitating and making improvements to the turf runway 18/36 at Hilliard Airpark which is to include aeration of the turf, top dressing with select soil, applying herbicides, insecticides, and fertilizers throughout 1 year to control weeds, control insects, and promote thicker turf. The top dressing with soil will fill in gaps between turf and smooth and level the runway surface. A thicker bed of turf grass will stabilize the runway and provide a better aircraft operating surface, and includes all materials, equipment, labor and incidentals required to rehabilitate the turf runway 18/36 at Hilliard Airpark. The Sponsor will comply with Aviation Program Assurances

**D. Deliverable(s)**: HILLIARD AIRPARK TURF RUNWAY MAINTENANCE AND IMPROVEMENTS

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

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

**F. Transit Operating Grant Requirements (Transit Only):**

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



Rehabilitation and improvements to the turf runway 18/36 at Hilliard Airpark to include aeration of the turf, top dressing with select soil, applying herbicides, insecticides, and fertilizers throughout 1 year to control weeds, control insects, and promote thicker turf.

ITEM-5

Runway 18-36

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Hilliard Airpark

Eastwood Rd

Eastwood Rd

Page 4 of 7

Eastwood Rd

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

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ITEM-5

**EXHIBIT B**

**Schedule of Financial Assistance**

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

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
442162-1-94-22	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$81,000.00
442162-1-94-22	DPTO	088719	2022	751000	55.004	Aviation Grant Program	\$10,000.00
<b>Total Financial Assistance</b>							<b>\$91,000</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$91,000.00	\$0.00	\$0.00	\$91,000.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
<b>Totals</b>	<b>\$91,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$91,000.00</b>			

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

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

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

Donna Whitney

Department Grant Manager Name

Signature

Date

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

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ITEM-5

**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

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

Form 725-  
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ITEM-5

**EXHIBIT G**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~**

**Awarding Agency:** Florida Department of Transportation

**State Project Title:** Aviation Grant Program

**CSFA Number:** 55.004

**\*Award Amount:** \$91,000

\*The award amount may change with amendments

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

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

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

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



60600917/60601456

August 4, 2021

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

Reference: **NEW BOX HANGAR BUILDING, NEW AIRPORT EQUIPMENT  
STORAGE BUILDING AND REPAIRS TO MULTIPLE HANGARS  
FDOT FPID NOS. 431303-1-94-18 AND 44413-1-94-01  
HILLIARD AIRPARK**

Dear Ms. Purvis:

We have received and reviewed the Bid that was publicly opened and read aloud on August 3, 2021 for the referenced project. The following is a list of Bidders and the amount bid by each:

<u>FIRM</u>	<u>TOTAL BID AMOUNT</u>
LMC Steel	\$515,857.00
Engineer's Estimate	\$475,000.00

Only one bid was received even though bid packages were distributed to eleven contractors and five bid reporting services. The bid received from LMC Steel is responsive. We have evaluated the qualifications of LMC Steel and, in our opinion; we believe LMC Steel is qualified to perform the Work. We recommend that LMC Steel be awarded a contract for the New Box Hangar Building, New Airport Equipment Storage Building and Repairs to Multiple Hangars project at the Hilliard Airpark subject to FDOT and legal review.

There is a shortfall of available funding from FDOT and a request for additional FDOT funding has been made. If additional funds are not made available then we recommend that you award a portion of Bid Schedule B (hangar repairs) up to the amount of available funding.

Enclosed for your file is a copy of the "Bid Tabulation" of the bid received.

Sincerely,

**AECOM Technical Services, Inc.**

William R. Prange, P.E.  
Enclosures

xc: file/AECOM



<b>BID TABULATION</b> <b>SPONSOR'S NAME AND ADDRESS</b> Town of Hilliard 15859 West County Road 108 Hilliard, FL 32046			Digitally signed by Prange, Bill DN: cn=Prange, Bill, ou=USTPA1, email=bill.prange@aecom.com Date: 2021.08.04 11:54:19 -04'00'		<b>Date of Bid Opening:</b>  <b>8/3/2021</b>		<b>OFFICIAL NAME AND LOCATION OF AIRPORT</b> Hilliard Airpark Hilliard, FL <b>DESCRIPTION OF WORK</b> NEW BOX HANGAR BUILDING, NEW AIRPORT EQUIPMENT STORAGE BUILDING, AND REPAIRS TO MULTIPLE HANGARS			FDOT FM NO.: 431303-1-94-18 444413-1-94-01		AECOM PROJECT NO.:  60600917 60601456	
			William R. Prange PE #46751						<b>ENGINEER'S ESTIMATE</b>		<b>LMC STEEL</b> <b>PO Box 367</b> <b>O'Brien, FL 32071</b>		
<b>BID NO.</b>	<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNITS</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>					
BASE BID "A": BOX HANGAR BUILDING													
1	C-105-2.1	MOBILIZATION	LS	1	\$16,000.00	\$16,000.00	\$12,000.00	\$12,000.00					
2	13125-1	EXISTING CONCRETE MAINTENANCE APRON WIDENING AT DISPLACED THRESHOLD LIGHTS	LS	1	\$160,000.00	\$160,000.00	\$193,891.00	\$193,891.00					
3	U-1	NEW CONCRETE MAINTENANCE APRON AT RUNWAY END LIGHTS	LS	1	\$12,000.00	\$12,000.00	\$7,800.00	\$7,800.00					
					<b>SUBTOTAL</b>	<b>\$188,000.00</b>		<b>\$213,691.00</b>					
BASE BID "B": REPAIRS TO MULTIPLE HANGARS													
4	C-105-2.1	MOBILIZATION	LS	1	\$5,000.00	\$5,000.00	\$0.00	\$0.00					
5	REPAIR-1	HANGAR #12 REPAIRS	LS	1	\$18,000.00	\$18,000.00	\$19,410.00	\$19,410.00					
6	REPAIR-2	HANGAR #7 REPAIRS	LS	1	\$20,000.00	\$20,000.00	\$24,820.00	\$24,820.00					
7	REPAIR-3	HANGAR #13 REPAIRS	LS	1	\$12,000.00	\$12,000.00	\$6,800.00	\$6,800.00					
8	REPAIR-4	HANGAR #5 REPAIRS	LS	1	\$20,000.00	\$20,000.00	\$24,820.00	\$24,820.00					
9	REPAIR-5	HANGAR #3 REPAIRS	LS	1	\$18,000.00	\$18,000.00	\$17,490.00	\$17,490.00					
10	REPAIR-6	BUILDING #14 (FBO) REPAIRS	LS	1	\$3,000.00	\$3,000.00	\$1,620.00	\$1,620.00					
11	REPAIR-7	HANGAR #6 REPAIRS	LS	1	\$18,000.00	\$18,000.00	\$19,910.00	\$19,910.00					
12	REPAIR-8	HANGAR #8 REPAIRS	LS	1	\$14,000.00	\$14,000.00	\$16,900.00	\$16,900.00					
13	REPAIR-9	HANGAR #22 REPAIRS	LS	1	\$3,000.00	\$3,000.00	\$980.00	\$980.00					
					<b>SUBTOTAL</b>	<b>\$131,000.00</b>		<b>\$132,750.00</b>					
BASE BID "C": AIRPORT EQUIPMENT STORAGE BUILDING													
14	C-105-2.1	MOBILIZATION	LS	1	\$16,000.00	\$16,000.00	\$12,000.00	\$12,000.00					
15	13125-2	PREFABRICATED STORAGE BUILDING WITH ROLL-UP DOORS, INCLUDING FINAL DESIGN, PERMITTING, FOUNDATION, SITE WORK, BUILDING ELECTRICAL AND ALL NECESSARY APPURTENANCES, COMPLETE IN PLACE	LS	1	\$128,000.00	\$128,000.00	\$147,916.00	\$147,916.00					
16	U-2	SITE UTILITIES, WATER, AND SITE ELECTRIC	LS	1	\$12,000.00	\$12,000.00	\$9,500.00	\$9,500.00					
					<b>SUBTOTAL</b>	<b>\$156,000.00</b>		<b>\$169,416.00</b>					
<b>PROJECT TOTAL</b>						<b>\$475,000.00</b>		<b>\$515,857.00</b>					

**RESOLUTION NO. 2021-20**

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

**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:

**HILLIARD AIRPARK DESIGN & CONSTRUCT MAINTENANCE  
BUILDING**

**FDOT F.P. NUMBER 444413-1-94-01**

**WHEREAS**, the State of Florida Department of Transportation and the Town of Hilliard have agreed to joint funding for the project; and the FDOT portion of which shall be at One Hundred Percent (100%) under the Rural Economic Development Initiative (REDI) or \$287,500.00 related to eligible project costs; and

**WHEREAS**, both parties now wish to formalize the arrangement in the form of an Amendment to the Public Transportation Grant Agreement (PTGA). This amendment replaces the language in Section 17(i) of the Agreement related to Design Services and Construction Engineering and Inspection Services. Update description only – No additional funds added.

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

1. The Town of Hilliard confirms its desire to enter into an Amendment to the 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 \$287,500.00 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 Amendment to the Public Transportation Grant Agreement, future modifications, time extensions, and project scope changes with the State of Florida Department of Transportation.

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

\_\_\_\_\_  
John P. Beasley  
Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Floyd L. Vanzant  
Mayor

**PUBLIC TRANSPORTATION  
AMENDMENT TO THE PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) <b>444413-1-94-01</b>	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DDR,DPTO <b>215</b>	FLAIR Category: 088719 Object Code: <b>751000</b> Org. Code: <b>55022020228</b> Vendor Number: <b>VF596018372005</b>
Contract Number: <b>G1755</b>	Federal Award Date:		Amendment No.: <b>1</b>
CFDA Number: <b>N/A</b>	Agency DUNS Number:		
CFDA Title: <b>N/A</b>			
CSFA Number: <b>55.004</b>			
CSFA Title: <b>Aviation Grant Program</b>			

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on \_\_\_\_\_, by and between the State of Florida, Department of Transportation ("Department"), and Town of Hilliard, ("Agency"), collectively referred to as the "Parties."

**RECITALS**

WHEREAS, the Department and the Agency on 4/22/2019 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

- 1. Amendment Description.** The project is amended Design & Construct Maintenance Building at Hilliard Airpark. This amendment revises the language deleting Section 17(i) of the Agreement in its entirety and replacing with the following language:

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity. (Update description only - No additional funds added)

- 2. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

- 3. Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

☒ Exhibit A: Project Description and Responsibilities  
☒ Exhibit B: Schedule of Financial Assistance  
☐ \*Exhibit B1: Deferred Reimbursement Financial Provisions  
☐ \*Exhibit B2: Advance Payment Financial Provisions

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

Form 725-000-03  
 STRATEGIC  
 DEVELOPMENT  
 OGC 11/19

- ☐ \*Exhibit C: Terms and Conditions of Construction  
☒ Exhibit D: Agency Resolution  
☐ Exhibit E: Program Specific Terms and Conditions  
☐ Exhibit F: Contract Payment Requirements  
☒ \*Exhibit G: Financial Assistance (Single Audit Act)  
☐ \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance  
☐ \*Additional Exhibit(s):

**4. Project Cost.**

The estimated total cost of the Project is    increased/    decreased by \$0 bringing the revised total cost of the project to \$287,500.

The Department's participation is    increased/    decreased by \$0. The Department agrees to participate in the Project cost up to the maximum amount of \$287,500, and, additionally the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project.

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

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

AGENCY Town of Hilliard

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
 Name: John P. Beasley  
 Title: Council President

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

ATTEST:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

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

Legal Review: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
 Floyd L. Vanzant, Mayor



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

Form 725-  
STRA  
DEVELOPMENT  
OGC 02/20

ITEM-6

**EXHIBIT A**

**Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design & Construct Maintenance Building.

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

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

**D. Deliverable(s)**: Design & Construct Maintenance Building.

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

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

**F. Transit Operating Grant Requirements (Transit Only):**

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

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**EXHIBIT B**

**Schedule of Financial Assistance**

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

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
444413-1-94-01	DDR	088719	2019	751000	55.004	Aviation Grant Program	\$100,000.00
444413-1-94-01	DPTO	088719	2019	751000	55.004	Aviation Grant Program	\$187,500.00
<b>Total Financial Assistance</b>							<b>\$287,500</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$287,500.00	\$0.00	\$0.00	\$287,500.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
<b>Totals</b>	<b>\$287,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$287,500.00</b>			

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

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

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

Donna Whitney

Department Grant Manager Name

Signature

Date

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**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

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**EXHIBIT G**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~**

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** Aviation Grant Program  
**CSFA Number:** 55.004  
**\*Award Amount:** \$287,501

\*The award amount may change with amendments

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

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

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

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

**RESOLUTION NO. 2021-21**

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

**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:

**HILLIARD AIRPARK DESIGN & CONSTRUCT HANGAR & HANGAR  
REHABILITATION**

**FDOT F.P. NUMBER 431303-1-94-21**

**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 \$346,441.00 related to eligible project costs; and

**WHEREAS**, both parties now wish to formalize the arrangement in the form of An Amendment to the Public Transportation Grant Agreement (PTGA). This amendment replaces the language in Section 17(i) of the Agreement related to Design Services and Construction Engineering and Inspection Services. This amendment also increases the Department's participation by \$165,381.00 in additional funds.

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

1. The Town of Hilliard confirms its desire to enter into an Amendment to the 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 \$346,441.00 in facilitating the project; and
3. The Council President John P. Beasley, Town Clerk Lisa Purvis, and Mayor Floyd L. Vanzant, are hereby authorized to execute this Resolution on behalf of the Town of Hilliard; and
4. The Council President, Town Clerk and Mayor, of the Town of Hilliard, John P. Beasley, Lisa Purvis and Floyd L. Vanzant, are herein specifically authorized to enter and sign such documents as may be necessary, including the referenced Public Transportation Grant Agreement, future modifications, time extensions, and project scope changes with the State of Florida Department of Transportation.



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

\_\_\_\_\_  
John P. Beasley  
Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Floyd L. Vanzant  
Mayor

**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.

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

\_\_\_\_\_  
John P. Beasley  
Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Floyd L. Vanzant  
Mayor

# PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 440039-2-94-22	Fund(s): Work Activity Code/Function: 215	DDR	FLAIR Category: 088719
	Federal Number/Federal Award		Object Code: 751000
	Identification Number (FAIN) – Transit only: N/A		Org. Code: 55022020228
Contract Number:	Federal Award Date: N/A		Vendor Number: VF596018372005
CFDA Number: N/A	Agency DUNS Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

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

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

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

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

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

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

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

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

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

**6. Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through September 30, 2024. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

**a.** \_\_\_ If this box is checked the following provision applies:

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

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

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

**a.** Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

**b.** The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

**c.** If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

**d.** In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

**e.** The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.



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**9. Project Cost:**

- a. The estimated total cost of the Project is \$40,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$40,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

**10. Compensation and Payment:**

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

- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

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

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

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

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

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

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

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

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

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

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- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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

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

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

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

**12. Contracts of the Agency:**

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

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

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

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

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

**Federal Funded:**

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



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

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

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

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

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**State Funded:**

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

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

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

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

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

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

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

**17. Restrictions, Prohibitions, Controls and Labor Provisions:**

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

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

**18. Indemnification and Insurance:**

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

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

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

This indemnification shall survive the termination of this Agreement."

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



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

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

**19. Miscellaneous:**

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

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GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 7/2021

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

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

AGENCY Town of Hilliard

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: John P. Beasley

Name: James M. Knight, P.E.

Title: Council President

Title: Urban Planning and Modal Administrator

ATTEST:

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

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

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Floyd L. Vanzant, Mayor

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

Form 725-  
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ITEM-7

**EXHIBIT A**

**Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Environmental Assessment for the North and South Property Acquisitions.

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

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Environmental Assessment (EA): As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees, survey and data acquisition costs, conducting shovel digs, archeological review and related work on the proposed acquisition parcels to the north and south and coordinate findings with the Seminole Tribe of FL, SHPO & FAA and includes all labor and incidentals required to complete the environmental assessment in accordance with FAA Order 1050.1 Environmental Impacts: Policies and Procedures, FAA Order 5050.4, NEPA Implementing Instructions for Airport Actions, and other federal and state requirements. The Sponsor will comply with Aviation Program Assurances.

This additional site work and coordination was the result and condition that resulted from the last Environmental Assessment that was completed.

**D. Deliverable(s)**: Environmental Assessment for the North and South Property Acquisitions at Hilliard Airpark.

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

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

**F. Transit Operating Grant Requirements (Transit Only):**

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

Conduct shovel digs, archeological review and related work on the proposed acquisition parcels to the north and south and coordinate findings with the Seminole Tribe of FL, SHPO, and FAA.

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**EXHIBIT B**

**Schedule of Financial Assistance**

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

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
440039-2-94-22	DDR	088719	2022	751000	55.004	Aviation Grant Program	\$40,000.00
<b>Total Financial Assistance</b>							<b>\$40,000</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$40,000.00	\$0.00	\$0.00	\$40,000.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
<b>Totals</b>	<b>\$40,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$40,000.00</b>			

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

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

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

Donna Whitney

Department Grant Manager Name

Signature

Date

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**EXHIBIT C**

**TERMS AND CONDITIONS OF CONSTRUCTION**

**1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Donna Whitney (email: donna.whitney@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

**2. Construction on the Department's Right of Way.** If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.



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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is \_\_\_\_.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

**Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)**

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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PUBLIC TRANSPORTATION GRANT AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

DEPARTMENT CONTRACT NO.: \_\_\_\_\_

FINANCIAL MANAGEMENT NO.: \_\_\_\_\_

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

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**EXHIBIT E**

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

**A. General.**

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

**B. Agency Compliance Certification.**

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



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**b. Florida Administrative Code (FAC)**

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

**c. Local Government Requirements**

- Airport Zoning Ordinance
- Local Comprehensive Plan

**d. Department Requirements**

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

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

**a. Federal Requirements**

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

**b. Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

**c. Department Requirements**

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

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

**a. Federal Requirements**

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

**b. Florida Requirements**

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

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**C. Agency Authority.**

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

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

**1. Accounting System.**

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

**2. Good Title.**

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

**3. Preserving Rights and Powers.**

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

**4. Hazard Removal and Mitigation.**

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

**5. Airport Compatible Land Use.**

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

**6. Consistency with Local Government Plans.**

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

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

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

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

**8. Airport Financial Plan.**

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

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

**10. Fee and Rental Structure.**

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

**11. Public-Private Partnership for Aeronautical Uses.**

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

**12. Economic Nondiscrimination.**

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

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

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

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

**14. Operations and Maintenance.**

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

**15. Federal Funding Eligibility.**

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

**16. Project Implementation.**

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

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

**18. Airfield Access.**

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

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

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

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

**20. Consultant, Contractor, Scope, and Costs.**

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

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

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

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

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

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



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

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

**a. Project Certifications.** Certify Project compliances, including:

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

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

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

**c. Inspection and Approval.** The Agency assures that:

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

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

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

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

**- End of Exhibit E -**

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**EXHIBIT F**

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

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

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

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

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

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

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

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

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

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

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

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

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**EXHIBIT G**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~**

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** Aviation Grant Program  
**CSFA Number:** 55.004  
**\*Award Amount:** \$40,000

\*The award amount may change with amendments

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

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

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

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

Lisa Purvis

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**From:** Patrick Howard <patrick.howard@fredfoxenterprises.com>  
**Sent:** Thursday, August 12, 2021 1:33 PM  
**To:** Lisa Purvis  
**Cc:** Fred Fox; Melissa Fox; David Fox  
**Subject:** Town of Hilliard - Four Factor Analysis for CDBG MIT Round 2  
**Attachments:** Hilliard Pre-Application Appendix Four Factor Analysis.docx

Good afternoon Lisa!

My name is Patrick Howard and I am working with him at Fred Fox Enterprises, Inc. I was on the call a few minutes ago. I look forward to working with you and the Town on the application for the CDBG-MIT Round 2. Fred asked that I send you the attached file with the following explanation of the requirements for Limited English Proficiency (LEP):

New DEO rules require participating communities to conduct a Four Factor Analysis of the Limited English Proficiency (LEP) in their communities. We have conducted this evaluation for the Town of Hilliard and noted that less than five percent of the Town's population speaks a non-English language, therefore, a LEP Language Plan is not required. This means that the notice for the CDBG project will only need to be posted in English.

I have attached the Four Factor Analysis that we completed for the Town of Hilliard to this email.

Please place on the agenda for Council review and approval at your next Council meeting. Please have signed, dated by Mayor Vanzant and scan and return to us prior to September 17, 2021.

[Fred.Fox@fredfoxenterprises.com](mailto:Fred.Fox@fredfoxenterprises.com)

And to: [Patrick.Howard@fredfoxenterprises.com](mailto:Patrick.Howard@fredfoxenterprises.com)

Again, I look forward to working with you and the Town!

*Thank you!*

***J. Patrick Howard***

**Grant Consultant**

**Fred Fox Enterprises, Inc.**

**P. O. Box 840338**

**St. Augustine, FL 32080-0338**

**Office: (904) 810-5183**

**Cell: (850) 510-8292**



**FOUR-FACTOR ANALYSIS  
FOR LIMITED ENGLISH PROFICIENCY  
PERSONS**

**COMMUNITY DEVELOPMENT  
BLOCK GRANT PROGRAM**

**TOWN OF HILLIARD, FLORIDA**

**Purpose:** In compliance with Executive Order 13166, the Town of Hilliard, Florida has developed the following Four Factor Analysis for Limited English Proficiency (LEP) persons.

**History:** Title VI of the Civil Rights Act of 1964 is the federal law that protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who have limited English proficiency can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination.

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter.

**Town of Hilliard Four-Factor Analysis:** The following Four-Factor Analysis will serve as the guide for determining which language assistance measures the Town of Hilliard will undertake to guarantee access to the Town of Hilliard's Community Development Block Grant (CDBG) programs by LEP persons.

1. Number or proportion of LEP persons served or encountered in the eligible service population (served or encountered includes those persons who would be served by the recipient if the person received education and outreach and the recipient provided sufficient language services).

The Town of Hilliard utilized American Community Survey data Table # S1602. Based on this data, the Town of Hilliard does not meet the 1,000 or 5% LEP persons threshold for any languages identified.

2. The frequency with which the LEP persons come into contact with the program.

The proposed project is an infrastructure project that does not provide direct assistance to individuals. As a result, LEP persons rarely come into contact with the CDBG program. However, all citizen participation activities are open to the general public.

3. The nature and importance of the program, activity, or service provided by the program.

The proposed project does not provide direct assistance to individuals. As a result, LEP persons rarely come into contact with the CDBG program. However, all citizen participation activities are open to the general public.



4. The resources available and costs to the recipient.

Sample 1: Currently, there are free websites that can be utilized to translate some written materials. Additionally, local volunteers have been identified to provide oral translation services at public meetings and during conversations with LEP residents during the implementation of the proposed project. Furthermore, many of the common forms used in the implementation of a CDBG project are available in multiple languages on the HUD and DOL websites. Additionally, translation activities are an eligible CDBG administrative expense. Therefore, limited LAP measures are reasonable given the resources available to the Town of Hilliard.

**Certification:** Based on the above Four-Factor Analysis, the Town of Hilliard is not required to develop a LAP. However, the Town of Hilliard will make all reasonable attempts to accommodate language access needs of residents requesting oral translation during citizen participation activities.

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Floyd L. Vanzant, Mayor

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Date

PUBLIC NOTICE OF PROPOSED CDBG DISASTER RECOVERY MITIGATION INFRASTRUCTURE PROJECTS FOR THE TOWN OF HILLIARD

The Town of Hilliard anticipates applying for Round Two of the Rebuild Florida General Infrastructure Program (GIP) funding provided by the U.S. Department of Housing and Urban Development (HUD) to support long-term mitigation efforts by assisting the State of Florida and its local governments in minimizing or eliminating the risks and reducing losses from future disasters. This program is being administered by the Florida Department of Economic Opportunity (DEO) thru the Community Development Block Grant – Mitigation (CDBG-MIT) Program. A total of four hundred seventy-five million dollars (\$475,000,000.00) in funding has been allocated by the Florida Department of Economic Opportunity (DEO) for the Rebuild Florida General Infrastructure Program. The funding will be allocated through three separate funding cycles which will be held over a three-year period with the second funding cycle, to have applications due into DEO on or before September 17, 2021. The amount of funding available in the second GIP application cycle is one hundred seventy-five million dollars (\$175,000,000.00). The minimum allowable grant request is two million dollars (\$2,000,000.00). Eligible types of projects are those that demonstrate increased community resiliency. Examples of some of the types of projects encouraged by DEO are as follows:

- Restoration of critical infrastructure (such as water and sewer facilities, streets, removal of debris, drainage, bridges, etc.).
- Renourishment of protective coastal dune systems and state beaches.
- Building or fortifying buildings that are essential to the health, safety and welfare of a community (this can include police stations, fire stations, parks and recreational centers, community and senior centers, hospitals, clinics, schools and educational facilities, other public properties).
- Rehabilitation or construction of stormwater management systems.
- Improvements to drainage facilities.
- Reconstruction of lift stations and sewage treatment plants.
- Road repair and improvement and bridge strengthening.

The Town of Hilliard anticipates submitting an application for a total of six million, five hundred eighty-five thousand four hundred and seventy-three (\$6,585,473.00) in funding through Round Two of the CDBG-GIP General Infrastructure Program.

Activities that are typically eligible for funding under the Community Development Block Grant (CDBG) Program as well as specific additional activities as outlined in the State of Florida CDBG-MIT Action Plan for the program are eligible projects if no other funding is available to meet the need. Applications are due in DEO no later than September 17, 2021.

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

The Town of Hilliard anticipates submitting an application for funding to mitigate this Inflow and Infiltration of stormwater into its Sanitary Sewer Collection System (SSCS) by rehabilitating and replacing portions of the Town’s SSCS. The project synopsis and budget for the application being submitted is as follows:

Structure Name	Project Address or Description	CDBG-MIT Funding
Project Administration	N/A	\$329,273.00
Project Engineering	N/A	\$1,116,500.00
Sanitary Sewer Mitigation of Inflow and Infiltration Project	The rehabilitation of 46,500 linear feet of sanitary sewer pipe. The construction of 11 new sanitary sewer manholes and rehabilitation of 140 manholes. The costruction of 48 point repairs. The construction of 4,400 LF of new force main. The rehabilitation of one lift station and connected force main.	\$5,139,700.00
Totals		\$6,585,473.00

Any resident wishing to know more about the proposed project should contact Ms. Lisa Purvis, Town Clerk at (904) 845-3555 or at email ([lpurvis@townofhilliard.com](mailto:lpurvis@townofhilliard.com)). Information relating to the proposed project and application can be accessed on the Town of Hilliard website located at ([www.townofhilliard.com](http://www.townofhilliard.com)). Comments from the public must be received no later than 5:00 p.m. on Friday, September 3, 2021. All comments will be considered and proposed changes will be submitted to DEO. Information relating to the proposed project and application is available for review between 8:30 a.m. and 5:00 p.m. at the Town of Hilliard, Town Hall located at 15859 West CR 108, Hilliard, Florida, 32046.

Any non-English speaking person wishing to provide a response to this public notice should contact Ms. Lisa Purvis, Town Clerk at (904) 845-3555 or at email ([lpurvis@townofhilliard.com](mailto:lpurvis@townofhilliard.com)) at least five calendar days prior to Friday, September 3, 2021 and a language interpreter will be provided.

**To be placed on Town of Hilliard’s Website: No later than Thursday, August 19, 2021**

**PLEASE SEND SNAPSHOT OF PUBLIC NOTICE ON WEBSITE TO:**

**Fred Fox Enterprises, Inc.**

**[Fred.fox@fredfoxenterprises.com](mailto:Fred.fox@fredfoxenterprises.com)**

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# HILLIARD TOWN COUNCIL MEETING

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

## TOWN COUNCIL MEMBERS

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

## ADMINISTRATIVE STAFF

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

## TOWN ATTORNEY

Christian Waugh

## MINUTES

THURSDAY, AUGUST 05, 2021, 7:00 PM

### NOTICE TO PUBLIC

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

### PLEDGE OF CIVILITY

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

## CALL TO ORDER

## PRAYER & PLEDGE OF ALLEGIANCE

## ROLL CALL

## PRESENT

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

## ABSENT

Councilman Lee Pickett

## MAYOR

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

No public wish to address the Council.

**REGULAR MEETING**

## ITEM-1 Additions/Deletions to Agenda

Motion to add ITEM-9 CDBG Water Main Replacement Change Order No. 2.

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

ITEM-2 Town Council adoption of Resolution No. 2021-16, A Resolution of the Town Council of the Town of Hilliard, Florida a Municipal Corporation. Nominating an elected member of the Hilliard Town Council to the Nassau County Board of County Commissioners; for the Nassau County Board of County Commissioners to appoint to serve on the Amelia Island Tourist Development Council.  
***Town Attorney Waugh***

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

ITEM-3 Town Council approval of Budgeted Capital Purchase of Wetland Pump Rebuild at the Wastewater Treatment Plant, in the amount of \$5,126.38.  
***Public Works Director – Ritchie Rowe***

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

ITEM-4 Town Council approval to Amend Capital Budget to add Purchase of New Pump at Master Lift Station located on Mill Street, in the amount of \$5,484.74.  
***Public Works Director – Ritchie Rowe***

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

ITEM-5 Town Council approval of Agreement between Nassau County School District and Town of Hilliard After School Program for Bus Transportation, in the amount of \$135 per month for 10 months for the Nassau County 2021-2022 school year and expires May 25, 2022.  
***Parks & Recreation Director – Gabe Whittenburg***

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

- ITEM-6 Town Council approval of Smart Quality Lawn Care Payable No. 5 thru July 21, 2021, Project Name: Mowing of Town Right of Ways in the amount of \$5,500.00.  
**MAINTENANCE FUNDED PROJECT LUMP SUM CONTRACT \$66,000.00**

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

- ITEM-7 Town Council approval of the Minutes from the July 15, 2021, Regular Meeting and July 26, 2021, Special Meeting.  
**Town Clerk – Lisa Purvis, MMC**

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

- ITEM-8 Town Council approval to accept resignation of probationary employee Jessica Mitchell from the position of Town Hall Administrative Assistant effective July 30, 2021, and to advertise to fill the vacated position.  
**Town Clerk – Lisa Purvis, MMC**

Motion made by Councilman Wollitz, Seconded by Council Pro Sims.  
Voting Yea: Council President Beasley, Council Pro Tem Sims and Councilman Wollitz  
Nay: Councilwoman Bishop “but only to advertising to fill the vacated position”.  
Absent: Councilman Pickett

- ITEM-9 Town Council approval for CDBG Water Main Replacement Change Order No. 2 which is an increase in contract price of \$22,981.03 due to increased prices of materials. Materials price increased from \$105,342.05 to \$128,323.08.  
**Town Clerk – Lisa Purvis, MMC**

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

## ADDITIONAL COMMENTS

### PUBLIC

**Rita Seib 3729 Finch Drive, Hilliard, Florida**, states that on June 1, 2021, the Town ruled that the land lord could close down the trailer park and wants to know if they could get an extension or something because they have no where to move to.

**Councilman Wollitz**, states that this is between the property owner and the tenant and not the Town and asks the Town Attorney for his opinion.

**Town Attorney Waugh**, states that first he is the Town’s Attorney and not the publics and that he would recommend that the Seib’s seek legal counsel outside from the Town. Also, that they should review the CDC’s Website regarding moratorium on evictions during the pandemic.

## **MAYOR & TOWN COUNCIL**

Everyone wishes Councilman Pickett well wishes on his recovery from COVID and how bad the epidemic has hit our community.

**Mayor Vanzant**, announces the upcoming August & September Meetings:

### **August Meetings**

Thursday, 08/05/2021 @ 6PM Workshop (Budget)  
 Thursday, 08/05/2021 @ 7PM Regular Meeting  
 Thursday, 08/19/2021 @ 6PM Workshop (Budget)  
 Thursday, 08/19/2021 @ 7PM Public Hearing & Regular Meeting

### **September Meeting**

Thursday, 09/02/2021 @ 6PM Workshop (Budget)  
 Thursday, 09/02/2021 @ 7PM Regular Meeting  
 Thursday, 09/16/2021 @ 6PM Workshop (Budget)  
 Thursday, 09/16/2021 @ 7PM Public Hearing & Regular Meeting

## **ADMINISTRATIVE STAFF**

**Director Rowe**, sends well wishes to Dawn Carroll's family.

**Councilman Sims**, remembers that since he was not able to be at the last meeting he would like to congratulate Town Attorney Waugh on the birth of his baby.

## **TOWN ATTORNEY**

Golf Cart Ordinance Considerations.

- The draft between the LUA and myself is complete.
- The ordinance, however, should be submitted to you first, not P&Z.
- There are some things I think you will need to consider as you consider the ordinance.

Settlement Agreement.

- Opposing counsel has had a family emergency for the past few weeks and been unable to review my draft settlement agreement.
- However, the agreement was completed and is awaiting review. The agreement fully is within the authority you gave me but will still require your approval once they approve—if they approve.

Code Enforcement.

- Recently, the Governor signed into law a requirement that municipalities cannot investigate a code complaint if it is anonymous. Many cities and counties had already adopted this policy even without the state legislature's interference.
- I have already informed Del Miley of the change and he acknowledged it.

## **ADJOURNMENT**

Motion to adjourn at 7:33 p.m.

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



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

\_\_\_\_\_  
John P. Beasley  
Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Floyd L. Vanzant  
Mayor



# AGENDA ITEM REPORT

## TOWN OF HILLIARD, FLORIDA

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**TO:** Town Council Regular Meeting      **Meeting Date:** August 19, 2021

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

**SUBJECT:** Application to Close, Abandon, or Vacate Street, Alley, Easement, or Right of Way

**BACKGROUND:** At the June 8, 2021, Joint Workshop of the Town Council and Planning and Zoning Board, the issue of road and alley closures was discussed. An application for road and alley closure was presented, but no action was taken on the application. Staff is presenting an “Application to Close, Abandon, or Vacate Street, Alley, Easement, or Right of Way” to the Council for review and approval.

**FINANCIAL IMPACT:** No financial impact to the Town. An application fee of \$2,000 per right of way and \$1,000 per easement is proposed. In addition, the applicant is required to pay the cost of postage, signs, advertisements, and outside consultants. The applicant must provide a survey of the right of way or alley.

**RECOMMENDATION:** Approve the “Application to Close, Abandon, or Vacate Street, Alley, Easement, or Right of Way” with the application fee.



## Town of Hilliard

### Application to Close, Abandon, or Vacate Street, Alley, Easement, or Right of Way

**FOR OFFICE USE ONLY**

File # \_\_\_\_\_

Application Fee: \_\_\_\_\_

Filing Date: \_\_\_\_\_ Acceptance Date: \_\_\_\_\_

**A. PROPOSED CLOSING, ABANDONING, OR VACATON**

1. Street, Alley, Right of Way Name to be closed, vacated, or abandoned: \_\_\_\_\_

2. Legal Description: \_\_\_\_\_

3. Parcel ID Number(s) and/or Adjoining Parcel ID Number(s): \_\_\_\_\_

4. Acreage of closure, abandonment, or vacation: \_\_\_\_\_

**B. APPLICANT**1. Applicant's Status ☐ Owner (title holder) ☐ Agent2. Name of Applicant(s) or Contact Person(s): \_\_\_\_\_  
Title: \_\_\_\_\_

Company (if applicable): \_\_\_\_\_

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_ e-mail: \_\_\_\_\_

3. If the applicant is agent for the property owner\*:

Name of Owner (title holder): \_\_\_\_\_

Company (if applicable): \_\_\_\_\_

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_ e-mail: \_\_\_\_\_

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

### C. STATEMENT OF PROPOSED CLOSING, ABANDONING, OR VACATON SOUGHT

1. Reason for Request: \_\_\_\_\_  
\_\_\_\_\_
2. How was the street / alley / easement / right-of-way established? \_\_\_\_\_  
 Subdivision Plat Book No: \_\_\_\_\_ Page No. \_\_\_\_\_  
 Plat Name: \_\_\_\_\_  
 Official Records Book No: \_\_\_\_\_ Page No. \_\_\_\_\_  
 Other: \_\_\_\_\_
3. Do you propose to close, abandon, or vacate the entirety of a street, easement, alley, or right-of-way, or only a portion? If a portion, please attach a survey of the portion that you desire the Town to close, abandon, or vacate.:  
 \_\_\_\_\_  
 \_\_\_\_\_
4. Do public facilities now occupy area to be closed, vacated, or abandoned? If yes, you must provide a current certified survey showing all existing conditions, including locations, and elevations of both open ditches and swales, and subsurface drainage facilities.
5. What is the Purpose of the Easement?  
 \_\_\_\_\_ Drainage  
 \_\_\_\_\_ Utility  
 \_\_\_\_\_ All Utilities  
 \_\_\_\_\_ Others – please specify \_\_\_\_\_
6. What are the dimensions of the Easement? \_\_\_\_\_
7. Is there an existing encroachment? \_\_\_\_\_  
 \_\_\_\_\_ Building  
 \_\_\_\_\_ Pool  
 \_\_\_\_\_ Other
8. Is there a building or mobile home encroachment is involved? If so, the survey is to also show ties from the right-of-way and/or easement lines to the footing, building wall, and edge of eaves.  
 \_\_\_\_\_
9. Is a swimming pool encroachment is involved? If so, the survey is to show complete locations and pertinent elevations of the pool and its appurtenances.  
 \_\_\_\_\_

### D. ATTACHMENTS (One hard copy or one copy in PDF format)

1. Legal description

## 2. Survey

3. List of property owners by name and address who own property abutting the street, alley, easement, or right-of-way, or portion thereof, to be abandoned, closed, or vacated.
4. List of abutting property owners (with addresses).
5. Copy of executed Adjacent Property Owner
6. Acknowledgement Letter(s) from each abutting property owner.
7. Location Map clearly identifying the location of the proposed closure.

**E. FEES**

1. Right of Way (streets or alley) - \$2,000 per right of way and Easement - \$1,000
  - a. The Cost of postage, signs, advertisements, and outside consultants are in addition to the application fee.
  - b. The applicant is responsible to pay the cost of the advertisement and signs.
  - c. All applications must pay the cost of any outside consultants' fees.

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

**All attachments are required for a complete application. A completeness review of the application will be conducted within fourteen (14) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.**

**The Town reserves the right to retain a utility easement where the alley or roadway is located and grant the Town all necessary rights in such utility easement as it may require.**

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

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Co-applicant

\_\_\_\_\_  
Typed or printed name and title of applicant

\_\_\_\_\_  
Typed or printed name of co-applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing application is acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,

by \_\_\_\_\_, who is/are personally known to me, or who has/have produced

\_\_\_\_\_ as identification.

NOTARY SEAL

\_\_\_\_\_  
Signature of Notary Public, State of \_\_\_\_\_

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

## Abutting Property Owner Acknowledgement Template

DATE: \_\_\_\_\_

Name: \_\_\_\_\_ (Abutting Owner)

Address: \_\_\_\_\_

RE: NOTICE TO ABUTTING OWNER OF REQUEST TO CLOSE  
(R/W being Closed)

Dear Mr/Ms \_\_\_\_\_ (Abutting Owner) \_\_\_\_\_:

The Town of Hilliard is processing a request to close a right-of-way commonly known as \_\_\_\_\_ abutting your property. I am seeking your written approval of this closure request so I may provide confirmation to the Town. I intend to use the closed property for \_\_\_\_\_.

If the closure is approved, a portion of the closed right-of-way adjacent to your property may become your private property. This may result in an increase in your property taxes as to be determined by the Property Appraiser's Office after the closure is complete. The area I'm seeking to close is delineated on a map attached for your reference. If you agree/approve the closure request, please sign the acknowledgement and approval of the closure request below and return to me at \_\_\_\_.

If you wish to speak with someone from the Town of Hilliard concerning this closure request, you may call the \_\_\_\_\_ at \_\_\_\_\_ and ask for \_\_\_\_\_.

Your prompt response is greatly appreciated.

Sincerely,

I ACKNOWLEDGE RECEIPT OF THE ABOVE LETTER AND AGREE TO THE REQUEST FOR CLOSURE OF THE RIGHT OF WAY DESCRIBED HEREIN:

(Sign): \_\_\_\_\_

(Print Name): \_\_\_\_\_