

HILLIARD TOWN COUNCIL MEETING

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

TOWN COUNCIL MEMBERS

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

ADMINISTRATIVE STAFF

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

TOWN ATTORNEY

Christian Waugh

AGENDA

THURSDAY, OCTOBER 21, 2021, 7:00 PM

NOTICE TO PUBLIC

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

PLEDGE OF CIVILITY

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

WE WILL DIRECT ALL COMMENTS TO THE ISSUES.

WE WILL AVOID PERSONAL ATTACKS.

"Politeness costs so little." – ABRAHAM LINCOLN

CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

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

REGULAR MEETING

ITEM-1 Additions/Deletions to Agenda

ITEM-2

Ordinance No. 2021-10

An Ordinance Amending Chapter 42 of the Hilliard Town Code, Streets, Sidewalks and Other Public Places to permit the use of Golf Carts on roads within the Town limits; providing for severability; providing for codification; and providing for an effective date.

Town Attorney Waugh

Town Council to discuss and review Ordinance No. 2021-10, on First Reading and Set the Public Hearing and Final Reading for Thursday, December 2, 2021, at 7:00 p.m.

- ITEM-3** Town Council to review and accept the Building Official/Inspectors Quarterly Report for July 1, 2021, through September 30, 2021.
Bryan Higginbotham – Town Building Official / Inspector Services
- ITEM-4** Town Council to review and accept the Code Enforcement Officers Quarterly Report for July 1, 2021, through September 30, 2021.
Del Miley – Code Enforcement Officer
- ITEM-5** Town Council to review and accept the Land Use Administrators Quarterly Report for July 1, 2021, through September 30, 2021.
Janis K. Fleet, AICP – Land Use Administrator
- ITEM-6** Town Council approval to set Workshop for Land Use Administrator for Thursday, November 4, 2021, following the 7:00 p.m. Regular Meeting and to advise the purpose of the Workshop, so that the Land Use Administrator can be prepared to answer questions.
Lisa Purvis, MMC - Town Clerk
- ITEM-7** Town Council approval of Budgeted Capital Drainage Project on Georgia Street.
Ritchie Rowe – Public Works Director
- ITEM-8** Town Council review of Hilliard Parks & Recreation Annual Report
Gabe Whittenburg – Parks & Recreation Director
- ITEM-9** Town Council approval of the Minutes from the October 4, 2021, Public Hearing & Special Meeting and October 7, 2021, Regular Meeting.
Lisa Purvis, MMC - Town Clerk
- ITEM-10** Town Council approval of Core & Main payable through November 4, 2021, Project Name: Georgia Street Drainage Project in the amount of \$8,761.60.
CAPITAL FUNDED PROJECT TOTAL \$14,000.00
- ITEM-11** Town Council approval of Smart Quality Lawn Care Payable No. 8 thru October 6, 2021, Project Name: Mowing of Town Right of Ways in the amount of \$5,500.00.
MAINTENANCE FUNDED PROJECT LUMP SUM CONTRACT \$66,000.00
- ITEM-12** Town Council approval to terminate the Right-of-Way Mowing Services Contract dated May 6, 2021, with Richard Smart d/b/a Smart Quality Lawn Care per the Termination letter issued by Town Attorney Waugh dated October 12, 2021.
Town Attorney Waugh
- ITEM-13** Town Council approval of Parks & Recreation Park Facility Use Agreement between the Town of Hilliard and Hilliard Middle Senior High School for the 2022-2023, School Year.
Gabe Whittenburg - Parks and Recreation Director
- ITEM-14** Town Council approval to set second workshop to review Evergreen Solutions, LLC Compensation and Classification Study, date to be set at meeting with Mark Holcombe, Senior Consultant at Evergreen Solutions, LLC.
Lisa Purvis, MMC - Town Clerk

ADDED ITEMS

ADDITIONAL COMMENTS

PUBLIC

MAYOR & TOWN COUNCIL

ADMINISTRATIVE STAFF

TOWN ATTORNEY

ADJOURNMENT

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

TOWN COUNCIL MEETINGS

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

PLANNING & ZONING BOARD MEETINGS

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

MINUTES & TRANSCRIPTS

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

TOWN WEBSITE & YOUTUBE MEETING VIDEO

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

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

ADA NOTICE

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

APPEALS

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

PUBLIC PARTICIPATION

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

EXPARTE COMMUNICATIONS

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

2021 HOLIDAYS

TOWN HALL OFFICES CLOSED

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

ORDINANCE NO. 2021-10**AN ORDINANCE AMENDING CHAPTER 42 OF THE HILLIARD TOWN CODE, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES TO PERMIT THE USE OF GOLF CARTS ON ROADS WITHIN THE TOWN LIMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS this Ordinance is enacted pursuant to §316.212, Fla. Stat., which prohibits operation of golf carts on any public street or road, unless the local government has designated a County Road, municipal road, or portion of a State Road, to be available for use of golf carts; and

WHEREAS §316.212, Fla. Stat., requires that the local government determine said road to be safe for use of golf carts, and sets certain minimum requirements and limitations to the operation of golf carts on public roads; and

WHEREAS the Town of Hilliard Town Council has evaluated certain Town maintained roads, or public easements which are being used as local roads, and has determined that its roads are safe for use of golf carts under the limitations contained herein and as set forth in the above-referenced statute; and

WHEREAS the citizens in the areas subject to this Ordinance have shown an interest in the roads being designated for use by golf carts; and

WHEREAS the Town desires amending Chapter 54 of the Town Code to permit the use of golf carts consistent with applicable Florida law, specifically implementing Town Code Sections 54-31 through 54-35.

NOW, THEREFORE, BE IT ORDAINED this _____ day of _____, 2021, by the Town Council of the Hilliard, Florida, that Ordinance No. 2008- 17 be enacted as follows:

1. **INTENT.** Pursuant to Fla. Statutes. 316.212, it is the intent of the Town Council to allow and authorize operation of golf carts under the conditions specified herein and set forth in the above-referenced statute on the municipal roads in the Town of Hilliard.
2. **DEFINITIONS.** The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Golf Cart: Pursuant to §320.01(22), Fla. Stat., a golf cart is a motor vehicle designed for operation on a golf course for sporting or recreational purposes, and that is not capable of exceeding speeds of twenty (20) miles per hour.

Municipal Roads: For the purposes of this section only, Town of Hilliard roads mean any road open for use to the public whether or not it has been dedicated to public use by plat or other means, and regardless of whether it is maintained by the Town.

3. **LIMITATIONS ON OPERATING GOLF CARTS.**

- (a) Golf carts may be operated on Town of Hilliard roads only.
- (b) Golf carts operated on municipal roads must be equipped with efficient brakes; reliable steering apparatus; safe tires; a rearview mirror; red reflectorized warning devices in both the front and rear; sufficient lighting equipment; turn signals.
- (c) Golf carts may not be operated on any municipal roads by anyone under the age of sixteen (16) years.

- (d) Golf carts may be operated on designated municipal roads during daylight (the hours between sunrise and sunset).
- (e) Golf carts must be operated in compliance with all applicable local and state traffic laws and the operator may be ticketed in the same manner as a motor vehicle operator under Florida Law.
- (f) Golf Carts shall be registered by the Town as provided in Section 4 below.

4. **OPERATOR ASSUMES RISK, INDEMNIFIES AND HOLDS HARMLESS.** Any person operating a golf cart on any municipal road does so at the person's own risk and must operate such a vehicle with due regard for the safety and convenience of other motor vehicles, bicyclists, and pedestrians. The Town, in extending operating privileges to golf carts, does so on the express condition that the operator undertakes such operation at the operator's own risk and assumes sole responsibility for operating said vehicle, and shall be deemed to defend, release, indemnify and hold harmless the Town of Hilliard, its officials and employees from any and all claims, demands, damages, or causes of action, known or unknown, of any nature arising from such operation by any person against the Town of Hilliard, its officials and employees. As a condition precedent to the exercise of this privilege, a golf cart owner shall register the golf cart with the Town of Hilliard and shall pay a fifteen-dollar (\$15.00) registration fee. By registering the golf cart, the owner shall confirm compliance with this section; assume the risk of operating golf carts on public roads; and shall hold the Town harmless for any loss suffered as a result of operating the golf cart on a public road.

5. **PENALTIES.** Violation of this section is a non-criminal traffic infraction punishable as provided in §316.212, Fla. Stat., pursuant to Chapter 318, Florida Statutes.
6. **DESIGNATED AREAS.**
- (a) To alert motorists to the presence of golf carts on roads in Hilliard, the Town of Hilliard shall post signs in all designated areas approved for golf cart traffic.
 - (b) Golf cart traffic shall be permitted on the following roads only: *all municipal roads*.
 - (c) The Town may revoke any and all designations and may close a road to golf cart traffic by resolution of the Town Council.
7. **EFFECTIVE DATE.** This ordinance shall become effective upon its passage.
8. **SEVERABILITY.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction such portion shall not affect the validity of the remaining portion of this Ordinance.

ADOPTED this _____ day of _____, 2021, by the Hilliard
Town Council.

John P. Beasley
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

Floyd L. Vanzant
Mayor

Town Council First Reading:
Town Council Publication:
Town Council Public Hearing:
Town Council Final Reading:

Lisa Purvis

From: Christian Waugh
Sent: Tuesday, October 19, 2021 11:29 AM
To: Floyd Vanzant; John Beasley; Kenny Sims; Lee Pickett; Jared Wollitz; Callie Kay Bishop
Cc: Lisa Purvis; Tiffany Bowden; Richie Rowe; Gabe Whittenburg; Janis Fleet
Subject: Golf Cart Ordinance + Notes re: Golf Carts
Attachments: 2021-10-19 Golf Cart Ordinance.docx

Dear Town Council:

I am attaching a copy of the proposed ordinance (2021-10) on golf cart operation inside the Town. The initial draft was created by Land Use Administrator Fleet based on the Nassau County Ordinance and I have made various revisions to it. Please see attached.

Some notes that you either must or should consider when finally passing the ordinance are the following:

1. Safety Requirements. You will note that we would require the golf carts to be up to a certain standard. This is because cities can only permit golf carts if they are up to the standard per §316.2126, Fla. Stat. We cannot modify these requirements.
http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0300-0399/0316/Sections/0316.2126.html. You may, if you choose, **add** requirements however if you believe it in the public safety.
2. Speed Limits. For state roads, they can only operate on such roads with a speed limit of 30 mph or less. They can cross one that has a speed limit of 45 mph or less if there is a traffic signal.
3. Driving Hours. The state permits golf cart operation only between sunrise and sunset **unless** you make a specific factual determination "that a golf cart may be operated during the hours between sunset and sunrise and the golf cart is equipped with headlights, brake lights, turn signals, and a windshield." Thus, **if you do make that determination and you want to allow it**, I would amend the ordinance to add additional safety requirements and to indicate that golf carts can be operated 24 hours a day on our roads subject to those requirements. See: §316.212(5), Fla. Stat.: http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0300-0399/0316/Sections/0316.212.html
4. Age. The statute allows you to permit golf cart operation all the way to 14. We have designed this ordinance to allow it all the way to 16. We can change it if you wish.
5. Sidewalks. This ordinance does not permit golf cart use on sidewalks, but if you desire, you may also permit the operation of golf carts on sidewalks, but only if the following gets added to the ordinance: (1) you make a specific determination that the sidewalks will still be safe for use of bicycles and pedestrians; (2) we consult with FDOT; (3) golf carts are restricted to 15mph; (4) golf carts can only be on sidewalks along state roads if the sidewalks are at least 8 feet wide; and (5) Hilliard posts signs informing residents the ordinance exists and applies to sidewalks.
6. Applicable Streets. This ordinance requires that prior to us adopting the ordinance, we must make a factual determination that "golf carts may safely travel" on any roads you designate "considering factors including speed, volume, and character of motor vehicle traffic" upon that street. Signs will also have to be posted telling people about it as well. See: 316.212(1), Fla. Stat.:
http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0300-0399/0316/Sections/0316.2126.html

So there is a lot to think about as we go through this process. I have put tentative ideas for these decisions into the ordinance as drafted. For example, as it stands, the draft only permits golf cart use on Hilliard streets between sunrise and sunset, people 16 and older to drive them, does not permit sidewalk operation, and permits golf carts on all

municipal streets. This last question is the one that I think requires your input the most, as well as the most exami
I am not sure if all streets are good for it but that will be a decision for you.

Please don't hesitate to let me know if you have any questions or concerns.

Regards,
Christian

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Christian W. Waugh
Town Attorney
Town of Hilliard, Florida
Waugh Grant PLLC
201 E. Pine Street, Suite 315
Orlando, FL 32801
321-800-6008: Phone
844-206-0245: Fax
waughlaw@townofhilliard.com

Board Certified Real Estate Attorney

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GOLF CART REGISTRATION AFFIDAVIT

State of Florida

County of Miami-Dade

BEFORE ME, the undersigned Notary, _____ *[name of Notary
whom affidavit is sworn]*, on this _____ *[day of month]* day of _____ *[month]*, 20____, personally appeared _____ *[name of affiant]*, known to me to be of lawful age, who being by me first duly sworn, on _____ *[his or her]* oath, deposes and says:

The Golf Cart that is being registered meets all requirements for such vehicles in State law and specifically those detailed in Florida Statutes including, but not limited to, those contained in Chapter 316, "State Uniform Traffic Control" and the Town of Cutler Bay Code Section 30-422.

FURTHER AFFIANT SAYETH NAUGHT.

[signature of affiant]

[address of affiant]

[typed/printed name of affiant]

[contact number]

For Notary Public Use Only:

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____
[name of affiant]

[Signature of Notary Public – State of Florida]

[Print, Type, or Stamp Commissioned Name of Notary Public]

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____



TOWN OF CUTLER BAY GOLF CART REGISTRATION FORM

Name: _____
Address: _____
City, State, Zip: _____
Email Address: _____
Phone #: _____
Driver's License No.: _____
Affidavit Executed: _____

Permittee acknowledges the following in order to receive this permit:

A copy of "Golf Cart Rules & Regulations: Town Code Section 30-422" has been provided to the Permittee. All persons who operate or ride in golf carts, as defined in Florida Statutes Chapter 316.003(68), on Town roads do so at their own risk and peril, and must be observant of, and attentive to the safety of themselves and others, including their passengers, other motorists, bicyclists and pedestrians. The Town of Cutler Bay has no liability under any theory of law for permitting golf carts to be operated on Town roads. Golf carts, as defined in Florida Statutes Chapter 316.003(68), are only permitted to be operated on roads within the Town's municipal boundaries except for prohibited streets; US-1/S. Dixie Highway, Florida Turnpike, and portions of Caribbean Blvd, Marlin Rd, SW 97 Ave, SW 211 St, and SW 216 St.

Acknowledge by: _____

Permittee/Applicant Signature

For Staff Use Only:

- ☐ Golf Cart Registration Form Executed
- ☐ Golf Cart Registration Affidavit Notarized
- ☐ Proof of insurance provided, per Town Code Section 30-422
- ☐ Valid Driver's License
- ☐ \$60.00 Registration Fee Paid
- ☐ Town Issued Permit Number: _____



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: October 21, 2021

FROM: Bryan Higginbotham – Town Building Official / Inspector Services

SUBJECT: Town Council to review and accept the Building Official/Inspectors Quarterly Report for July 1, 2021, through September 30, 2021.

BACKGROUND:

Summary of activities performed from July 1, 2021, through September 30, 2021:

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

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

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Accept Report.



Selection Incident Code: * - All Task Code: Status: Closed Incident: Task: 		Assignment User: * - All Group: BP Priority: * - All Types: * - All		Task Dates Origination: 99/99/9999 Due: 07/01/2021 Resolution: 99/99/9999 Task Type: <input checked="" type="radio"/> Regular <input type="radio"/> Document	
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Task #	Incident #	Property #	S	P	D	Group	User	Origination	Due	Resolution
5451-REINSPECTION	4975-Z-PLUMBING ROI	37737 HENRY SMITH RD	C	1		BP	lhogan	1/06/21	7/05/21	1/11/21 APPROVED/PASS
5815-INSPECTION	5312-Z-BLD-FINAL	552089 US HWY 1	C	1		BP	lhogan	3/26/21	7/28/21	3/26/21 APPROVED/PASS
5816-INSPECTION	5313-Z-ELE-FINAL	552093 US HWY 1	C	1		BP	lhogan	3/26/21	7/28/21	3/26/21 APPROVED/PASS
5568-REINSPECTION	5060-Z-MEC-FINAL	37288 OXFORD ST	C	1	P	BP	lhogan	3/12/21	9/08/21	4/06/21 FAILED
5824-REINSPECTION	5321-Z-INSULATION	27195 NEW FRONT ST	C	1	P	BP	bhigg	7/29/21	7/30/21	5/12/21 PASSED
5775-INSPECTION	5275-Z-ROOF IN PROG	27391 W FOURTEENTH AVE	C	1	P	BP	bhigg	6/30/21	7/01/21	7/01/21 APPROVED/PASS
5783-INSPECTION	5283-Z-ROOF FINAL	27391 W FOURTEENTH AVE	C	1		BP	bhigg	7/06/21	7/01/21	7/01/21 APPROVED/PASS
5351-INSPECTION	4900-Z-MISC	37737 HENRY SMITH RD	C	1		BP	lhogan	7/06/21	7/07/21	7/01/21 FAILED
5786-REINSPECTION	5271-Z-INSULATION	37192 S PINE ST	C	1		BP	bhigg	7/06/21	7/07/21	7/01/21 PASSED
5781-INSPECTION	5281-Z-POOL FINAL	27236 W FIRST AVE	C	1	P	BP	bhigg	7/06/21	7/07/21	7/06/21 APPROVED/PASS
5782-INSPECTION	5282-Z-ELE-FINAL	27236 W FIRST AVE	C	1	P	BP	bhigg	7/06/21	7/07/21	7/06/21 APPROVED/PASS
5773-REINSPECTION	5271-Z-INSULATION	37192 S PINE ST	C	1	P	BP	bhigg	6/30/21	7/01/21	7/06/21 FAILED
5795-INSPECTION	5292-Z-BLD-FINAL	27175 IOWA ST	C	1	P	BP	bhigg	7/12/21	7/13/21	7/12/21 APPROVED/PASS
5791-INSPECTION	5289-Z-BLD-FINAL	37163 SHADY LN	C	1	P	BP	bhigg	7/08/21	7/09/21	7/13/21 APPROVED/PASS
5802-INSPECTION	5299-Z-MISC	37054 W FOURTH ST	C	1	P	BP	No Inspector	7/20/21	7/21/21	7/20/21 APPROVED/PASS
5805-INSPECTION	5302-Z-ROOF IN PROG	3775 LORENA DR LOT15	C	1	P	BP	bhigg	7/22/21	7/23/21	7/22/21 APPROVED/PASS
5808-INSPECTION	5305-Z-ROOF FINAL	3775 LORENA DR LOT15	C	1		BP	bhigg	7/22/21	7/22/21	7/22/21 APPROVED/PASS
5885-INSPECTION	5372-Z-MISC	37011 CYPRESS ST	C	1		BP	No Inspector	7/09/21	8/23/21	7/22/21 APPROVED/PASS
5886-INSPECTION	5373-Z-BLD-FINAL	37011 CYPRESS ST	C	1		BP	No Inspector	8/20/21	7/22/21	7/22/21 APPROVED/PASS
5806-INSPECTION	5303-Z-ROOF IN PROG	3788 WEBB ST	C	1	P	BP	bhigg	7/22/21	7/27/21	7/27/21 APPROVED/PASS
5813-INSPECTION	5310-Z-ROOF FINAL	175646 BAY RD	C	1	P	BP	bhigg	7/26/21	7/27/21	7/27/21 APPROVED/PASS
5822-INSPECTION	5319-Z-ROOF FINAL	3788 WEBB ST	C	1		BP	bhigg	7/28/21	7/27/21	7/27/21 APPROVED/PASS
5827-INSPECTION	5324-Z-MEC-FINAL	27195 NEW FRONT ST	C	1	P	BP	bhigg	7/29/21	7/30/21	8/03/21 APPROVED/PASS
5825-INSPECTION	5322-Z-PLB-FINAL	27195 NEW FRONT ST	C	1	P	BP	bhigg	7/29/21	7/30/21	8/03/21 FAILED
5826-INSPECTION	5323-Z-ELE-FINAL	27195 NEW FRONT ST	C	1	P	BP	bhigg	7/29/21	7/30/21	8/03/21 FAILED
5831-INSPECTION	5326-Z-BLD-FINAL	27195 NEW FRONT ST	C	1		BP	bhigg	8/04/21	8/03/21	8/03/21 FAILED
5835-INSPECTION	5327-Z-ROOF IN PROG	27363 W FOURTEENTH AVE	C	1	P	BP	bhigg	8/04/21	8/10/21	8/10/21 APPROVED/PASS
5836-INSPECTION	5328-Z-BLD-FINAL	37039 INGHAM RD	C	1	P	BP	bhigg	8/04/21	8/10/21	8/10/21 APPROVED/PASS
5851-INSPECTION	5339-Z-MISC	552299 US HWY 1	C	1	P	BP	bhigg	8/09/21	8/10/21	8/10/21 APPROVED/PASS
5852-INSPECTION	5340-Z-MEC-FINAL	27289 NEW FRONT ST	C	1	P	BP	bhigg	8/09/21	8/10/21	8/10/21 APPROVED/PASS
5853-INSPECTION	5341-Z-MEC-FINAL	27303 NEW FRONT ST	C	1	P	BP	bhigg	8/09/21	8/10/21	8/10/21 APPROVED/PASS
5854-INSPECTION	5342-Z-PLB-FINAL	27303 NEW FRONT ST	C	1	P	BP	bhigg	8/09/21	8/10/21	8/10/21 APPROVED/PASS
5855-INSPECTION	5343-Z-PLB-FINAL	27289 NEW FRONT ST	C	1	P	BP	bhigg	8/09/21	8/10/21	8/10/21 APPROVED/PASS
5856-INSPECTION	5344-Z-ELE-FINAL	27289 NEW FRONT ST	C	1	P	BP	bhigg	8/09/21	8/10/21	8/10/21 APPROVED/PASS
5857-INSPECTION	5345-Z-ELE-FINAL	27303 NEW FRONT ST	C	1	P	BP	bhigg	8/09/21	8/10/21	8/10/21 APPROVED/PASS
5862-INSPECTION	5350-Z-ELE-FINAL	27289 NEW FRONT ST	C	1		BP	bhigg	8/11/21	8/12/21	8/10/21 APPROVED/PASS
5863-INSPECTION	5351-Z-BLD-FINAL	27289 NEW FRONT ST	C	1		BP	bhigg	8/11/21	8/12/21	8/10/21 APPROVED/PASS
5864-INSPECTION	5352-Z-BLD-FINAL	27303 NEW FRONT ST	C	1		BP	bhigg	8/11/21	8/12/21	8/10/21 APPROVED/PASS
5866-INSPECTION	5354-Z-BLD-FINAL	552299 US HWY 1	C	1		BP	bhigg	8/12/21	8/13/21	8/10/21 APPROVED/PASS
5867-INSPECTION	5355-Z-ROOF FINAL	27363 W FOURTEENTH AVE	C	1		BP	bhigg	8/12/21	8/10/21	8/10/21 APPROVED/PASS
5858-INSPECTION	5346-Z-MISC	37192 S PINE ST	C	1	P	BP	bhigg	8/11/21	8/12/21	8/17/21 APPROVED/PASS
5877-INSPECTION	5364-Z-SHEATH	37002 INGHAM RD	C	1	P	BP	bhigg	8/17/21	8/18/21	8/17/21 APPROVED/PASS
5844-INSPECTION	5335-Z-PLUMBING ROI	37002 INGHAM RD	C	1	P	BP	bhigg	8/06/21	8/24/21	8/24/21 APPROVED/PASS
5881-INSPECTION	5368-Z-ROOF IN PROG	37130 SOUTHERN GLEN WAY LOT23	C	1	P	BP	bhigg	8/18/21	8/19/21	8/24/21 APPROVED/PASS
5888-INSPECTION	5375-Z-ROOF IN PROG	27443 W FOURTH AVE	C	1	P	BP	bhigg	8/20/21	8/23/21	8/24/21 APPROVED/PASS
5891-INSPECTION	5378-Z-ROOF FINAL	27443 W FOURTH AVE	C	1		BP	bhigg	8/25/21	8/26/21	8/24/21 APPROVED/PASS
5892-INSPECTION	5379-Z-ROOF FINAL	37130 SOUTHERN GLEN WAY LOT23	C	1		BP	bhigg	8/25/21	8/26/21	8/24/21 APPROVED/PASS
5893-INSPECTION	5380-Z-ROOF IN PROG	37214 LEE ST	C	1	P	BP	bhigg	8/25/21	8/26/21	8/26/21 APPROVED/PASS
5895-INSPECTION	5382-Z-ROOF FINAL	37214 LEE ST	C	1	P	BP	bhigg	8/26/21	8/27/21	8/26/21 APPROVED/PASS
5898-INSPECTION	5385-Z-BLD-FINAL	3752 LORENA DR LOT10	C	1	P	BP	bhigg	8/27/21	8/30/21	8/31/21 APPROVED/PASS
5899-INSPECTION	5386-Z-FOUND	37002 INGHAM RD	C	1	P	BP	bhigg	8/30/21	8/31/21	8/31/21 APPROVED/PASS
5902-INSPECTION	5389-Z-BLD-FINAL	37188 LEE ST	C	1	P	BP	bhigg	8/30/21	8/31/21	8/31/21 APPROVED/PASS
5904-INSPECTION	5391-Z-BLD-FINAL	552155 US HWY 1 1-4	C	1	P	BP	bhigg	8/31/21	9/01/21	8/31/21 APPROVED/PASS
5905-INSPECTION	5392-Z-PLB-FINAL	552155 US HWY 1 1-4	C	1	P	BP	bhigg	8/31/21	9/01/21	8/31/21 APPROVED/PASS
5906-INSPECTION	5393-Z-MEC-FINAL	552155 US HWY 1 1-4	C	1	P	BP	bhigg	8/31/21	9/01/21	8/31/21 APPROVED/PASS
5907-INSPECTION	5394-Z-ELE-FINAL	552155 US HWY 1 1-4	C	1	P	BP	bhigg	8/31/21	9/01/21	8/31/21 APPROVED/PASS
5911-INSPECTION	5398-Z-UNDERGROUN	27175 NEW FRONT ST	C	1	P	BP	bhigg	9/02/21	9/03/21	9/02/21 APPROVED/PASS
5912-INSPECTION	5399-Z-UNDERGROUN	27157 NEW FRONT ST	C	1	P	BP	bhigg	9/02/21	9/03/21	9/02/21 APPROVED/PASS
5916-INSPECTION	5403-Z-MISC	27150 W THIRTEENTH AVE	C	1		BP	bhigg	9/03/21	9/02/21	9/02/21 APPROVED/PASS
5913-INSPECTION	5400-Z-ROOF IN PROG	37204 W THIRD ST	C	1	P	BP	bhigg	9/02/21	9/03/21	9/07/21 APPROVED/PASS
5933-INSPECTION	5419-Z-TEMP POLE	27147 W TWELFTH AVE	C	1	P	BP	No Inspector	9/10/21	9/13/21	9/10/21 APPROVED/PASS
5914-INSPECTION	5401-Z-ROOF FINAL	37204 W THIRD ST	C	1	P	BP	bhigg	9/02/21	9/07/21	9/14/21 APPROVED/PASS

Project Maint

Print

Print All

New Task

View Task

Resolve Task

New Incident

View Incident

Sorted By: Resolution - Ascending

mcockerham



Selection

Incident Code * - All

Task Code

Status Closed

Incident Task

Assignment

User * - All

Group BP

Priority * - All

Types * - All

Task Dates

Origination 99/99/9999

Due 07/01/2021 09/30/2021

Resolution 99/99/9999

Task Type ☒ Regular ☐ Document

Task ±	Incident ±	Property ±	S ±	P ±	D ±	Group ±	User ±	Origination ±	Due ±	Resolution ±
5926-INSPECTION	5412-Z-ROOF IN PROG	37328 KINGS FERRY RD	C	1	P	BP	bhigg	9/08/21	9/09/21	9/14/21 APPROVED/PASS
5937-INSPECTION	5423-Z-FOUND	27157 NEW FRONT ST	C	1	P	BP	bhigg	9/13/21	9/14/21	9/14/21 APPROVED/PASS
5938-INSPECTION	5424-Z-FOUND	27175 NEW FRONT ST	C	1	P	BP	bhigg	9/13/21	9/14/21	9/14/21 APPROVED/PASS
5939-INSPECTION	5425-Z-TEMP POLE	27175 NEW FRONT ST	C	1	P	BP	bhigg	9/13/21	9/14/21	9/14/21 APPROVED/PASS
5945-INSPECTION	5431-Z-ROOF FINAL	37328 KINGS FERRY RD	C	1	P	BP	bhigg	9/15/21	9/14/21	9/14/21 APPROVED/PASS
5772-INSPECTION	5273-Z-ELE-FINAL	37737 HENRY SMITH RD	C	1	P	BP	bhigg	6/30/21	7/01/21	9/16/21 APPROVED/PASS
5942-INSPECTION	5428-Z-BLD-FINAL	37737 HENRY SMITH RD	C	1	P	BP	bhigg	9/15/21	9/16/21	9/16/21 APPROVED/PASS
5943-INSPECTION	5429-Z-PLB-FINAL	37737 HENRY SMITH RD	C	1	P	BP	bhigg	9/15/21	9/16/21	9/16/21 APPROVED/PASS
5944-INSPECTION	5430-Z-BLD-FINAL	37737 HENRY SMITH RD	C	1	P	BP	bhigg	9/15/21	9/16/21	9/16/21 APPROVED/PASS
5959-INSPECTION	5445-Z-FRAME	37203 PECAN ST	C	1	P	BP	bhigg	9/23/21	9/24/21	9/23/21 APPROVED/PASS
5960-INSPECTION	5446-Z-ELE ROUGH	37203 PECAN ST	C	1	P	BP	bhigg	9/23/21	9/24/21	9/23/21 APPROVED/PASS
5969-INSPECTION	5454-Z-SHEATH	27157 NEW FRONT ST	C	1	P	BP	bhigg	9/27/21	9/28/21	9/28/21 APPROVED/PASS
5971-INSPECTION	5456-Z-PLUMBING ROI	37161 RAILROAD ST	C	1	P	BP	bhigg	9/28/21	9/29/21	9/28/21 APPROVED/PASS
5973-INSPECTION	5458-Z-ROOF IN PROG	37002 INGHAM RD	C	1	P	BP	bhigg	9/28/21	9/29/21	9/30/21 APPROVED/PASS
5974-INSPECTION	5459-Z-FOUND	37161 RAILROAD ST	C	1	P	BP	bhigg	9/29/21	9/30/21	9/30/21 APPROVED/PASS
5985-INSPECTION	5470-Z-ROOF FINAL	37002 INGHAM RD	C	1	P	BP	bhigg	10/01/21	9/30/21	9/30/21 APPROVED/PASS

Project Maint

Print

Print All

New Task

View Task

Resolve Task

New Incident

View Incident

Sorted By: Resolution - Ascending

mcockerham

STATUS: ALL

SEGMENT CODES: All

FEE CODES: All

PROJECTS: THRU ZZZZZZZZZZ

PAYMENT DATES: 7/01/2021 TO 9/30/2021

SORTED BY: PROJECT

ITEM-3

PROJECT	PAY DATE	ISSUED TO	PROPERTY	TOTAL PAID	COMMENT
20200230	7/06/2021	NINJA SEAMLESS REPAIRS	37737 HENRY SMITH RD	25.00CR	
20200230	7/14/2021	NINJA SEAMLESS REPAIRS	37737 HENRY SMITH RD	50.00CR	
20210018	9/30/2021	LOYD, NADINE	37192 S PINE ST	25.00CR	
20210033	7/29/2021	BY FRANKLIN PROPERTIES	27195 NEW FRONT ST	25.00CR	
20210033	8/05/2021	BY FRANKLIN PROPERTIES	27195 NEW FRONT ST	25.00CR	
20210033	8/09/2021	BY FRANKLIN PROPERTIES	27195 NEW FRONT ST	50.00CR	
20210045	8/04/2021	CRIBB, LARRY C	37054 W FOURTH ST	25.00CR	
20210076	9/02/2021	SPARKMAN, BETHANNE	37188 LEE ST	50.00CR	
20210109	8/04/2021	HARPOOL, CYNTHIA	2752 BRITTANY PLACE	281.50CR	
20210125	8/04/2021	VORREYER-HEDGES, ASIA R	27150 W THIRTEENTH AVE	109.00CR	
20210139	7/08/2021	CRIBB, CHRIS	37054 W FOURTH ST	122.00CR	
20210140	7/09/2021	ABDULLAH, MARY L	37214 LEE ST	65.50CR	
20210141	8/19/2021	WHITE, THOMAS T	27157 NEW FRONT ST	1,214.40CR	
20210142	8/19/2021	WHITE, THOMAS T	27175 NEW FRONT ST	1,214.40CR	
20210143	8/09/2021	BISHOP, DAVID W JR	27147 W TWELFTH AVE	6,956.50CR	
20210144	7/16/2021	NASSAU COUNTY COUNCIL ON AGING	37002 INGHAM RD	114.00CR	
20210145	7/28/2021	MATHEWS, HONI B	552299 US HWY 1	69.00CR	
20210146	7/19/2021	CRIBB, LARRY C	37054 W FOURTH ST	24.00CR	
20210147	7/20/2021	DAVIS, RICHARD G	27363 W FOURTEENTH AVE	61.52CR	
20210149	8/11/2021	QUINONES JR, HERIBERTO	37388 ORANGE ST	79.00CR	
20210150	8/04/2021	HUGHES, COURTNEY M	37130 SOUTHERN GLEN WAY LOT23	79.00CR	
20210153	8/09/2021	INTACT CONSTRUCTION MGMT GROUP	27289 NEW FRONT ST	164.00CR	
20210154	8/09/2021	INTACT CONSTRUCTION MGMT GROUP	27303 NEW FRONT ST	164.00CR	
20210155	8/12/2021	QUINONES JR, HERIBERTO	37388 ORANGE ST	74.00CR	
20210156	9/02/2021	BRANNAN, CATHY M	27562 W FOURTH AVE	79.00CR	
20210160	8/11/2021	HARRIS, CHERYL M	27443 W FOURTH AVE	54.00CR	
20210161	9/29/2021	CAMPBELL, TIM	361570 PINE ST	9,653.96CR	
20210162	9/15/2021	MASON & MAGNOLIA LLC	37161 RAILROAD ST	10,178.77CR	
20210164	8/16/2021	BISHOP, DAVID W JR	27147 W TWELFTH AVE	25.00CR	
20210167	8/17/2021	HERRING, DANIEL	37204 W THIRD ST	59.00CR	
20210169	9/27/2021	ALTMAN, DONALD	37154 S OAK ST	74.00CR	
20210170	9/23/2021	LUCAS, PAUL	27029 W THIRD AVE	453.77CR	
20210178	8/31/2021	BISHOP, DAVID W JR	27147 W TWELFTH AVE	164.00CR	
20210179	9/02/2021	WHITE, THOMAS T	27175 NEW FRONT ST	476.00CR	
20210180	9/02/2021	WHITE, THOMAS T	27157 NEW FRONT ST	476.00CR	
20210181	9/02/2021	HILLIARD LLC	3729 RAVEN LN	50.00CR	
20210183	9/02/2021	HILLIARD LLC	3748 RAVEN DR	50.00CR	
20210184	9/02/2021	HILLIARD LLC	3734 RAVEN LN	50.00CR	
20210185	9/02/2021	HILLIARD LLC	3750 FALCON DR	50.00CR	
20210186	9/02/2021	HILLIARD LLC	3766 RAVEN DR	50.00CR	
20210187	9/02/2021	HILLIARD LLC	3788 FALCON DR	50.00CR	
20210188	9/03/2021	PROPERTIES BY B & V INC	37054 W FOURTH ST	54.00CR	
20210189	9/07/2021	VENNARD, LINDSEY A	37177 OXFORD ST	54.00CR	
20210190	9/03/2021	PICKETT, JARROD AND PAIG	37646 SOLI DEO GLORIA WAY	54.00CR	

10/13/2021 2:41 PM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

P R O J E C T P A Y M E N T R E P O R T

PAGE: 2

PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 7/01/2021 TO 9/30/2021
SORTED BY: PROJEC

ITEM-3

PROJECT	PAY DATE	ISSUED TO	PROPERTY	TOTAL PAID	COMMENT
20210191	9/08/2021	WHITE, THOMAS T	27175 NEW FRONT ST	164.00CR	
20210192	9/08/2021	WHITE, THOMAS T	27157 NEW FRONT ST	124.00CR	
20210193	9/14/2021	BISHOP, DAVID W JR	27147 W TWELFTH AVE	128.00CR	
20210194	9/10/2021	HILLIARD LLC	3789 FALCON DR	50.00CR	
20210195	9/10/2021	HILLIARD LLC	3742 RAVEN LN	50.00CR	
20210196	9/10/2021	HILLIARD LLC	3792 RAVEN DR	50.00CR	
20210198	9/10/2021	HILLIARD LLC	3738 FINCH DR	50.00CR	
20210199	9/10/2021	HILLIARD LLC	3748 RAVEN LN	50.00CR	
20210200	9/10/2021	HILLIARD LLC	3733 HAWK DR	50.00CR	
20210202	9/21/2021	KILPATRICK, DAWN A	37157 S PINE ST	1,791.74CR	
20210204	9/28/2021	MASON & MAGNOLIA LLC	37161 RAILROAD ST	526.00CR	

TOTAL ALL PROJECTS: 55 36,256.06CR

10/13/2021 2:41 PM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

PROJECT PAYMENT REPORT

PAGE: 3
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 7/01/2021 TO 9/30/2021
SORTED BY: PROJEC

ITEM-3

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
01-NRES	NEW RESIDENTIAL BUILDING	29,343.03CR
01-RADD	RESIDENTIAL ADDITION	50.00CR
01-RMISC	RESIDENTIAL MISCELLANEOUS	173.00CR
01-RREM	RESIDENTIAL REMODEL	69.00CR
CULVERT	CULVERT	1,816.74CR
DEMO	DEMOLITION	600.00CR
ELE	ELECTRICAL	605.00CR
MEC-RES	MECHANICAL - RESIDENTIAL	328.00CR
PLB-SFR	PLUMBING - SINGLE FAM RES	1,728.00CR
POOL	SWIMMING POOL	79.00CR
ROOF	ROOF	541.02CR
SHED-MANF	MANUFACTURED SHED	360.50CR
SHED-SB	SITE BUILT SHED	562.77CR
TOTAL		36,256.06CR

STATUS: ALL

SEGMENT CODES: All

FEE CODES: All

 PROJECTS: THRU ZZZZZZZZZZ
 PAYMENT DATES: 7/01/2021 TO 9/30/2021
 SORTED BY: PROJECT

ITEM-3

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION	TOTAL PAYMENTS	TOTAL PAID
1-REINSP	REINSPECTION FEE	6	175.00CR
2-REINSP	2ND REINSPECTION FEE	2	100.00CR
BLD-03	BLDG PERMIT FEE CONST COST SQF	12	3,871.00CR
CULV-PERM	CULVERT INST PERMIT	2	50.00CR
CULV-T02	TOWN-INST CULV 15x15x20	1	1,766.74CR
DEMO	DEMOLITION FEES	12	600.00CR
ELE COM	INTERIOR WIRING / RE WIRE	1	40.00CR
ELE RES	INTERIOR WIRING / RE WIRE	3	100.00CR
ELE-200	ELE SERVICE - 200 AMPS	3	240.00CR
ELE-POOLR	RES SWIMMING POOL WIRING	1	50.00CR
ELE-TEMP	TEMPORARY POLE	2	80.00CR
IMPACT-SF	EDUCATION IMPACT FEE - SINGLE	3	16,291.80CR
LAND USE	PERMIT REVIEW FEE RES MULTI CO	4	252.00CR
LAND USE 2	PERMIT REVIEW FEE ACCESSORY	4	100.00CR
MEC R C 1	RES/COM NEW UNITS UP TO 2.5 TO	2	320.00CR
PLB-SFB	PLB SINGLE FAMILY RES BASE FEE	5	560.00CR
PLB-SFE	PLB SINGLE FAMILY RES EXT FIXT	5	174.00CR
PLB-SFI	PLB SINGLE FAMILY RES INT FIXT	5	974.00CR
PR-03	PLAN REVIEW ESTMATED COSTS	10	1,499.14CR
ROOF	ROOFING NEW OR REROOF PERMIT	8	509.02CR
SDC-SEWER	SEWER SYSTEM DEV CHARGE, PER E	2	3,770.00CR
SDC-WATER	WATER SYSTEM DEV CHARGE, PER E	3	990.00CR
SHED	PRE BUILT STORAGE SHEDS	1	50.00CR
SURCHARGE	SURCHARGE	32	189.36CR
SURCHARGE1	SURCHARGE	1	4.00CR
TAP-SEWERN	SEWER TAP FEE	2	1,400.00CR
TAP-WATERN	WATER TAP FEE	3	2,100.00CR
TOTAL			36,256.06CR

10/13/2021 2:41 PM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

P R O J E C T P A Y M E N T R E P O R T

PAGE: 5
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 7/01/2021 TO 9/30/2021
SORTED BY: PROJECT

ITEM-3

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-00-101003	RESTR CASH-EDUC IMPACT FE	16,291.80
001-01-322000	BUILDING PERMITS	9,342.16CR
001-01-329000	ZONING REVENUE	352.00CR
001-01-329002	RADON	193.36CR
001-01-363290	EDUCATION IMPACT FEES	16,291.80CR
001-03-349000	CULVERT PERMITS - STREETS	1,816.74CR
401-00-101002	RESTR CASH-SYSTEM DEV CHA	4,760.00
401-06-349001	TAP-ON FEES - W&S	3,500.00CR
401-06-363240	SYSTEM DEVELOPMENT CHARGES	4,760.00CR
999-00-101000	POOLED CASH	15,204.26



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: October 21, 2021

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

SUBJECT: Town Council to review and accept the Code Enforcement Officers Quarterly Report for July 1, 2021 through September 30, 2021

BACKGROUND:

- (3) Pool Inspections
- (4) Posted Zoning Signs for Janis Land Use
- (1) Permit Inspection
- (15) Lien Letter Inspections
- (4) Carport Inspections
- (5) Citations
- (12) Closed Cases
- (53) Miscellaneous Inspections

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Approval of Report.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: October 21, 2021

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

SUBJECT: Town Council to review and accept the Land Use Administrators Quarterly Report for July 1, 2021, through September 30, 2021.

BACKGROUND: The following is a summary of activities performed from July 1, 2021, through September 30, 2021:

- Planning and Zoning Board
 - Prepared agenda for the July, August, and September meetings.
 - Prepared minutes for the July, August, and September meetings.
 - Prepared staff reports for all agenda items.
 - July Meeting– 6 agenda items
 - August Meeting – 2 agenda items
 - September Meeting - 10 agenda items
 - Presented potential revisions to Land Developments Regulations required by Comprehensive Plan update.
 - Prepared staff report for Special Exception for the Pine Street RV Park.
 - Prepared staff report(s) for the 6 Site Clearing/Site Work permits for Chris Goodin.
- Worked with Ben Buchanan on a final plat for a replat to create 3 lots off County Road 108 between Kristie Circle South and Kristie Circle North.
- Reviewed the Greenbrier PUD Application.
 - Provided the applicant recommendation for revision.
 - Met with developer's agent to discuss revisions for the Greenbrier PUD.
- Research golf cart ordinance.
- Attended the Joint Workshop with the Town Council and Planning and Zoning Board relating to golf course friendly communities.
- Worked with the applicant and their engineer on the revisions to the site plan and written description for the Bayside PUD in response to concerns from the public.
- Worked with local surveyor on reviewing plats on behalf of the Town.
- Continue to work with Doug Adkins to assist with the PUD application for a potential Day Springs Health project in Hilliard.
- Attended the Joint Workshop with the Town Council and Planning and Zoning Board relating to Day Springs Health project
- Met with Brenton Franklin on his property off Henry Smith Road.

- Assisted with the review and approval of the construction plans for infrastructure for the Whisper Ridge PUD.
- Prepared Ordinance related to property split by right of way.
- Worked with James Hilliard on site clearing permit and extension of permit and processed both for approval.
- Worked with Chris Goodin on 6 site clearing permit and extension of permit and processed all for approval.
- Worked with Chris Goodin on developing single family dwelling in the Town.
- Worked with Mr. Wallis, the Building Official, and Code Enforcement Officer to resolve code enforcement violations.
- Worked with William Pokorski on lot split.
- Worked with Mr. Cubbage and Code Enforcement Officer to resolve code enforcement violations.
- Worked with Ms. Morgan, the Building Official, and Code Enforcement Officer to resolve code enforcement violations.
- Worked with Bobby Franklin on entrance to Franklin Apartments.
- Answered questions from property owners to discuss process for development.
- Worked with Tim Norman, Richie Rowes, Greg Grooms, and Lisa Purvis to develop a system to assure the drainage impacts when developing housing on platted lots is accounts for.
- Discussed options to address drainage and wetland impacts when developing housing on platted lots is accounts for with the SJRWMD and DEP.
- Responded to zoning/development requests submitted, an average of 2 to 3 a week.
- Reviews and signed off on business licenses.
- Reviewed and signed off on building permits, an average of 5 to 6 a week.
- Signed off on the "Certificate of Occupancy" for completed single family dwelling units.

FINANCIAL IMPACT: None

RECOMMENDATION: Accept report.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting

Meeting Date October 21, 2021

FROM: *Ritchie Rowe – Public Works Director*

SUBJECT: Town Council approval of Budgeted Capital Drainage Project on Georgia Street

BACKGROUND:

This is for working in conjunction with the CDBG project 20DB-00-04-55-02-N 08 where the Town is replacing all driveway and street culverts on Georgia Street between West Second Avenue to West Tenth Avenue.

FINANCIAL IMPACT:

Cost \$14,000

RECOMMENDATION:

Approval of Capital Budget Item for culvert replacement along Georgia Street in conjunction with the CDBG Project.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: March 21, 2021

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

SUBJECT: Town Council review of Hilliard Parks & Recreation Annual Report

BACKGROUND:

Review of P&R Department from previous year.

FINANCIAL IMPACT:

Highlight positive direction and increased revenue of department.

RECOMMENDATION:

None

HILLIARD PARKS & RECREATION

ITEM-8



ANNUAL REVIEW

PARKS & RECREATION – A YEAR OF GROWTH

ITEM-8



FITNESS CENTER

30%

Increase in visits 9/20 (125) vs. 9/21 (162).

39%

Increase in ACH Drafts 9/20 (\$4,567) vs. 9/21 (\$6,354).

7.3

Average Visits Per Member.

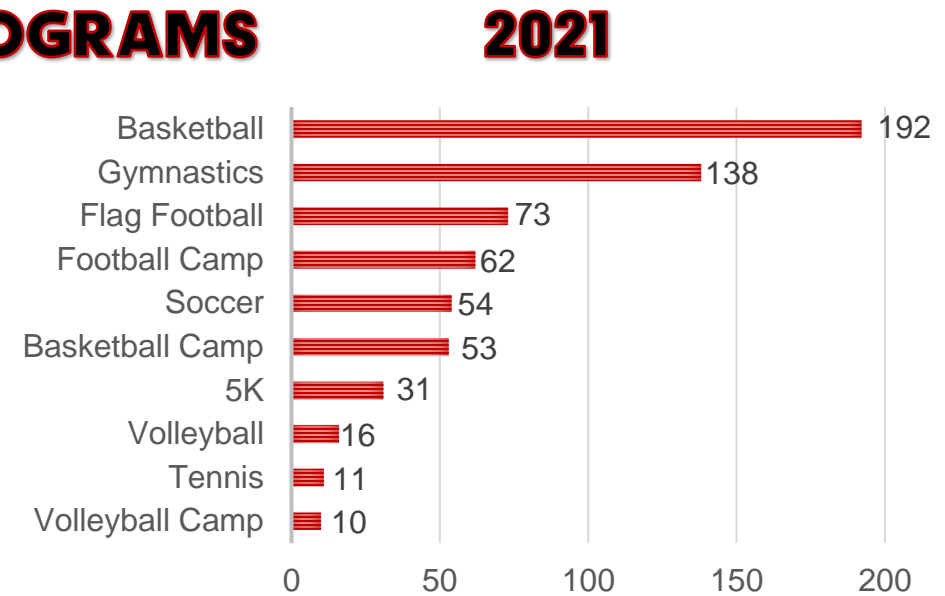
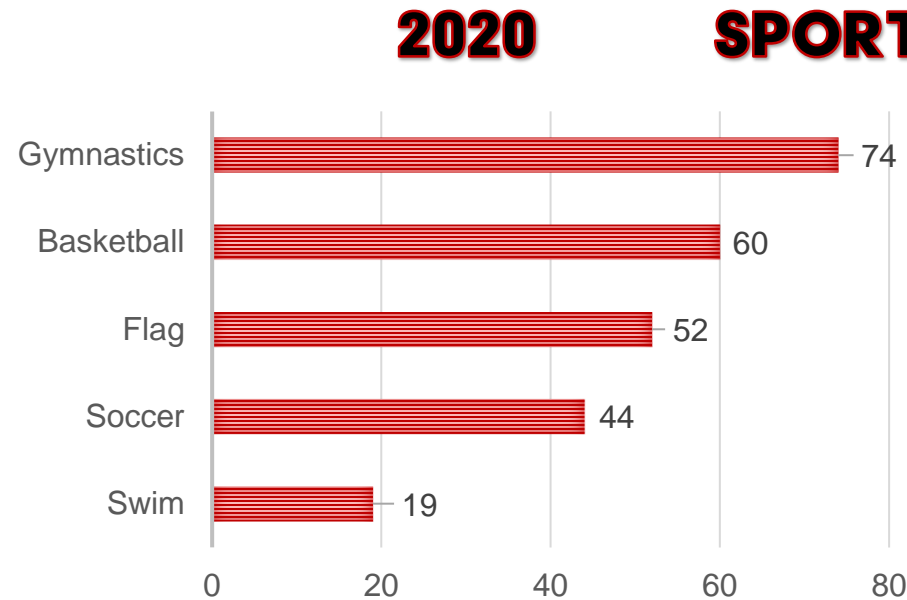
2021 Goals

- Improve Facility (Flooring, Paint, Layout).
- Introduce Expanded Class Offerings.
 - Monthly Challenges.
- Add Equipment / Free Weights.



PARKS & RECREATION – A YEAR OF GROWTH

ITEM-8



249 Inclusive of all sports program registrations prior to 10/20.

640 Inclusive of all sports program registrations after 10/20.

157%

Achieved through addition of six new programs and expanded engagement into local schools. 2021 focus is growth of new programs and expansion of adult programs.

PARKS & RECREATION – A YEAR OF GROWTH

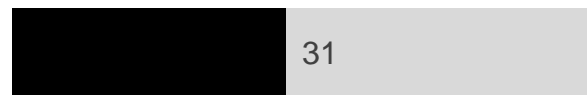
ITEM-8



Summer Camp

2021 Summer Camp saw a 39% increase in participation over 2020. This resulted in a 30% Increase in revenue.

Summer Camp Registrations



Summer Camp Revenue



After School

Through the first 7 weeks of the 21-22 academic year, there has been a 47% increase in registrations over the 20-21 academic year.

After School Registrations

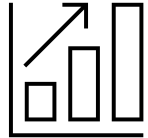


Areas for Growth:

Further engage HES to look for opportunities to partner in expansion of programs and resources.

PARKS & RECREATION – A YEAR OF GROWTH

ITEM-8

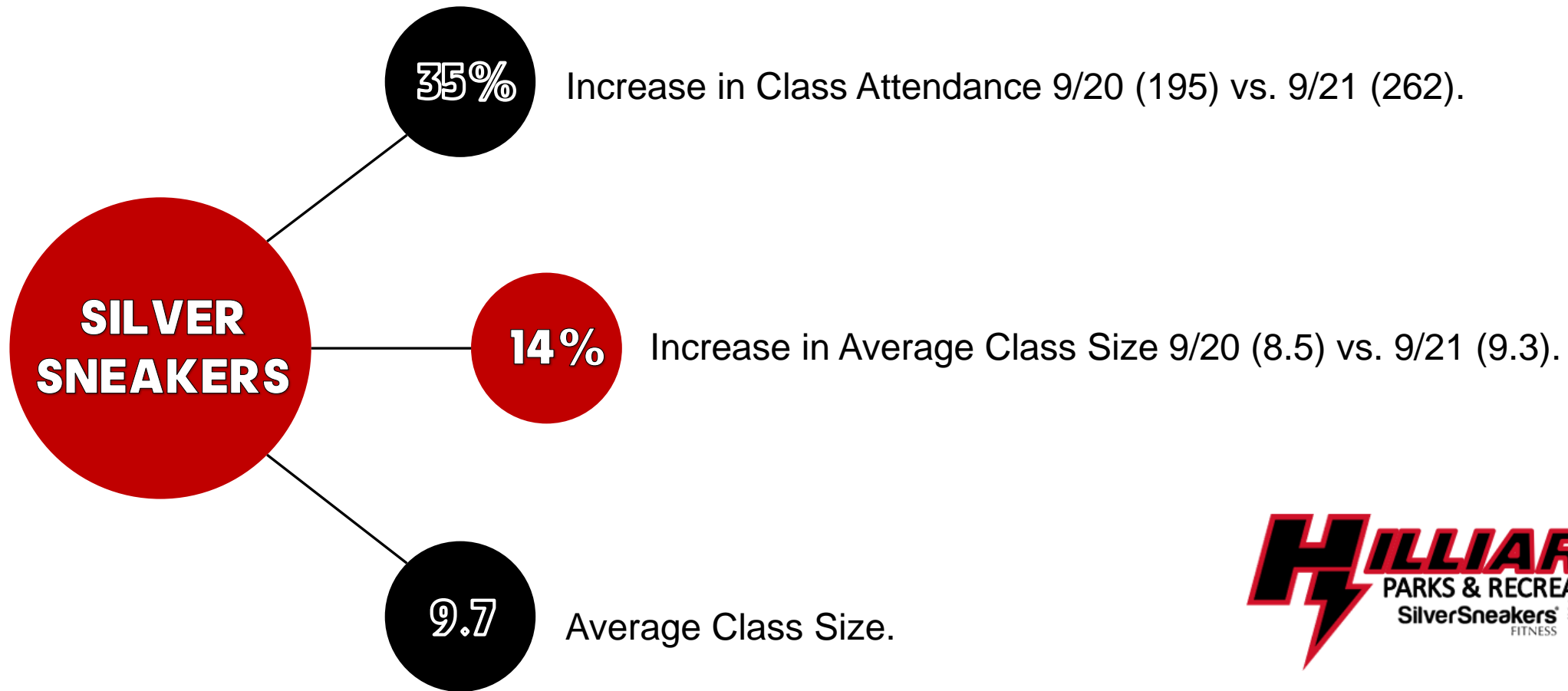


Facility Rentals Increased 25% in 2021.



PARKS & RECREATION – A YEAR OF GROWTH

ITEM-8



PARKS & RECREATION – FOCUS ON FACILITIES

ITEM-8

Town Gym

Evaluate Alternatives to HVAC.
Repair/Replace Siding.
Floor Resurfacing.



Skate Park

Monitor / Repair Equipment

Fitness Center

New Flooring.
New Equipment.
New Entrance.



Town Pool

Resurface Pool.
Equip to host Swim Meets.

Baseball Grounds

Improve Infield.
Mulch Playground (N. Oxford).
Monitor / Repair Equipment.



Buchanan Park

Resurface Playground.
Monitor / Repair Equipment.

HILLIARD TOWN COUNCIL MEETING

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

TOWN COUNCIL MEMBERS

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

ADMINISTRATIVE STAFF

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

TOWN ATTORNEY

Christian Waugh

MINUTES

MONDAY, OCTOBER 04, 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 Vanzant
Council Pro Tem Kenny Sims
Councilman Lee Pickett
Councilman Jared Wollitz
Councilwoman Callie Kay Bishop

ABSENT

Council President John Beasley

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.

PUBLIC HEARING

ITEM-1

Ordinance No. 2021-07 - Open Public Hearing
An Ordinance of the Town Council of the Town of Hilliard, Florida, A Municipal

Corporation concerning the Ad Valorem Tax Millage Rate for the 2021-2022 Year for the Town of Hilliard, Florida; advising the Nassau County Property Appraiser of the "Rolled Back Rate" and of the final adopted millage rate; providing an effective date.

Mayor Vanzant

Call for Public Comments.

Following no public comments, motion is made to close the Public Hearing on Ordinance No. 2021-07.

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

SPECIAL MEETING - Town Council Action

Ordinance No. 2021-07 - Second and Final Reading

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

ITEM-2

Ordinance No. 2021-08 - Open Public Hearing
An Ordinance of the Town Council of the Town of Hilliard, Florida, A Municipal Corporation estimating income, appropriating funds and adopting a budget for the 2021-2022 Fiscal Year for the Town of Hilliard; providing an effective date.

Mayor Vanzant

Call for Public Comments.

Following no public comments, motion is made to close the Public Hearing on Ordinance No. 2021-08.

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

SPECIAL MEETING - Town Council Action

Ordinance No. 2021-08 - Second and Final Reading

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

ADDITIONAL COMMENTS

PUBLIC

No public wish to address the Council.

MAYOR & TOWN COUNCIL

Councilwoman Bishop states that she would like a workshop added to the October 7, 2021, Regular Meeting, concerning the Land Use Administrator.

ADMINISTRATIVE STAFF**PRESENT**

Town Clerk, Lisa Purvis

Public Works Director, Ritchie Rowe

Parks & Recreation Director, Gabe Whittenburg

TOWN ATTORNEY**ABSENT****ADJOURNMENT**

Motion to adjourn at 7:05 p.m.

Motion made by Councilman Wollitz, Seconded by Councilman Pickett.

Voting Yea: Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

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

John P. Beasley
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

Floyd L. Vanzant
Mayor

HILLIARD TOWN COUNCIL MEETING

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

TOWN COUNCIL MEMBERS

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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, OCTOBER 07, 2021, 7:00 PM

NOTICE TO PUBLIC

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"Politeness costs so little." – ABRAHAM LINCOLN

CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

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

ABSENT

Council President John Beasley

MAYOR

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

Amanda Rau & Jo Beth Vanzant, Hilliard Middle Senior High School, thanks Town for their support regarding the Homecoming Parade. Felt Lisa Purvis, Town Clerk, shed negative light on HMSHS by stating that the parade information was submitted to the Town late.

Raymond Schmoldt, 37138 Lee Street, Hilliard, Florida, asked if there was a

golf cart update. Town Attorney Waugh responded that he is still researching and working on an ordinance.

REGULAR MEETING

ITEM-1 Additions/Deletions to Agenda

Hilliard Airpark Change Order No. 1 Hangar Repairs.

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

ITEM-2 Town Council approval to grant a septic tank exception for Kristin & Jessie Pickett for their property located off Old Pine Ridge Road on the private drive named Soli Deo Gloria Way, Parcel ID No. 04-3N-24-0000-0004-0150.

Lisa Purvis, MMC – Town Clerk

Councilman Pickett states when sewer gets within 1,000 feet there is a requirement to connect.

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

ITEM-3 Planning & Zoning Board recommends the Town Council approval of the Final Replat for Lots 36-40 and 58-63 of the Deer Run Subdivision (between Kristie Circle South & North on CR 108), to create the SSI Subdivision Lots 1, 2 & 3, Parcel ID No. 17-3N-2020-0023-0360, complying with Chapter 46 of the Town Code and Chapter 177, Florida Statutes.

Janis Fleet, AICP – Land Use Administrator

Councilwoman Bishop states for the record that the final plat was to state public water and not private well on the plat. Town Clerk Lisa Purvis advises that in error that she posted the plat that had not been revised but that what was being signed tonight did state public water and not private well. Ben Buchanan agent for SSI Subdivision is present and forwards by email the revised PDF of the plat showing the correction for the Town's records.

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

ITEM-4 Town Council approval to grant three septic tank exceptions for SSI Subdivision, Lots 1, 2 & 3. Addressed as 15726, 15728 & 15730 CR 108, Hilliard, FL 32046, located between Kristie Circle North and Kristie Circle South, Parcel ID No. 17-3N-24-2020-0023-0360.

Lisa Purvis, MMC – Town Clerk

Councilman Pickett states when the sewer gets within 1,000 feet there is a requirement to connect. If homes are sold as new, the owner will also be required to connect.

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

ITEM-5

Resolution No. 2021-25

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. 2021-25 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 \$368,000.00 related to eligible project costs.

Lisa Purvis, MMC - Town Clerk

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

ITEM-6

Resolution No. 2021-26

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. 2021-26 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.

Lisa Purvis, MMC - Town Clerk

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

ITEM-7

Town Council approval of Capital Budgeted first year cost of the Interior & Exterior Renovation for the 100,000 Gallon Ground Storage Tanks 1 & 2 at the Water Treatment Plant in the amount of \$154,622.00. Town Council approval of the CPR Maintenance Service Agreement between Utility Services Co., Inc. and the Town of Hilliard, Florida with the annual cost year two at \$8,244.00 adjusting annually to reflect current cost of service, limited to a maximum of 5% annually.

Lisa Purvis, MMC – Town Clerk

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

- ITEM-8 Town Council approval of Capital purchase of a Folder Inserter Application Envelope Stuffing Machine on State of Florida Contract Number 44102100-17-1 from Quadient Inc. total cost \$9,475.00.

Lisa Purvis, MMC – Town Clerk

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

- ITEM-9 Town Council approval of the Minutes from the September 16, 2021, Regular Meeting.

Lisa Purvis, MMC - Town Clerk

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

- ITEM-10 Town Council approval of Mittauer & Associates, Inc. Payable through August 27, 2021, Project Name: CDBG 20 NR Water Main Replacement in the amount of \$3,830.00.

**DEO CDBG GRANT FUNDED PROJECT AND CAPITAL FUNDED MATCH
LUMP SUM CONTRACT \$105,700.00**

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

- ITEM-11 Town Council approval of Mittauer & Associates, Inc. Payable through September 24, 2021, Project Name: CDBG 20 NR Water Main Replacement in the amount of \$5,745.00.

**DEO CDBG GRANT FUNDED PROJECT AND CAPITAL FUNDED MATCH
LUMP SUM CONTRACT \$105,700.00**

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

- ITEM-12 Town Council approval of Chad Brock Enterprises, Inc. Payable through September 30, 2021, Project Name: Turf Runway Maintenance and Improvements at the Hilliard Airpark in the amount of \$4,100.00.
**FDOT PTGA 100% FUNDED PROJECT LUMP SUM CONTRACT AMOUNT
\$90,800.00**

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

- ITEM-13 Town Council approval of Sunbelt Rentals Payable for the rental of a By Pass Pump on Fourth Street for a period of 4 weeks in the amount of \$5,539.50. Rental will continue until the Gravity Sewer Pipe Project is in service.

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

- ITEM-14 Town Council approval to set workshop to review Evergreen Solutions, LLC Compensation and Classification Study for Monday, October 18, 2021, at 6:00 p.m. with Mark Holcombe, Senior Consultant at Evergreen Solutions, LLC
Lisa Purvis, MMC - Town Clerk

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

ADDED ITEMS

- ITEM-15 Town Council approval to set workshop to review Land Use Administrators duties and work schedule for Thursday, November 4, 2021, at 6:00 p.m. with Land Use Administrator, Town Attorney and the Planning & Zoning Board Members present for discussion.

Lisa Purvis, MMC - Town Clerk

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

Motion amended to include October 26, 2021, at 6:00 p.m. or November 16, 2021, at 6:00 p.m. due to Councilwoman Bishop not being able to attend November 4, 2021, at 6:00 p.m. meeting. Workshop date will be announced on October 21, 2021, Town Council Agenda.

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

- ITEM-16 Resolution No. 2021-27
A Resolution authorizing the permitting of a Homecoming Parade for the local high school on both local and county roads, which includes county road 108; responsibility for traffic control; for claims arising from such event due to action on the part of or authorized by the Town; and providing for an effective date.

Town Attorney Waugh

Town Council to adopt Resolution No. 2021-27 authorizing the Hilliard Middle Senior High School Homecoming Parade on Friday, October 15, 2021, beginning at 2:45 p.m.

Lisa Purvis, MMC - Town Clerk

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

- ITEM-17 Town Council approval of Hilliard Airpark Change Order No.1 Hangar Repairs
In the amount of \$28,300 with LMC Steel Buildings to include
Hangar #12 Wall Panels and Trim in the amount of \$12,500 and
Hangar #13 Roof and Trim in the amount of \$15,800.

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

ADDITIONAL COMMENTS

PUBLIC

Michael Franklin had sewer question regarding connecting within 1,000 feet. Town
Attorney Waugh read the code to clarify.

MAYOR & TOWN COUNCIL

Mayor Vanzant, announces the upcoming October Meetings:

October Meeting:

Thursday, 10/07/2021 @ 7PM	Regular Meeting
Monday, 10/18/2021 @ 6PM	Workshop
Thursday, 10/21/2021 @ 6PM	Regular Meeting

ADMINISTRATIVE STAFF

PRESENT

Town Clerk, Lisa Purvis
Public Works Director, Ritchie Rowe

ABSENT

Parks & Recreation Director, Gabe Whittenburg

TOWN ATTORNEY

Town Attorney, Christian Waugh advises that the Hern lawyer has made no substantial
changes, but he will need to go over it before coming before the Town to resolve.

ADJOURNMENT

Motion to adjourn at 9:12 p.m.

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

Voting Yea: Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman
Bishop

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

John P. Beasley
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

Floyd L. Vanzant
Mayor



1830 Craig Park Court
St. Louis, MO 63146

INVOICE
RECEIVED
OCT 12 2021

TOWN OF HILLIARD

Invoice #
Invoice Date
Account #
Sales Rep
Phone #
Branch # 035
Total Amount Due

ITEM-10
012162
JACKSONVILLE HOUSE
904-268-7007
Jacksonville, FL
\$11,368.60

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

535 1 MB 0.485 E0057X I0065 D6183233284 S2 P8572626 0001:0001



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

Shipped to:

CUSTOMER PICK-UP -

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

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
9/24/21	10/01/21	10121RR				WILL CALL	P662666

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
324ADFW20	24 N12 F2648 WTIB SOLID 20' DUAL WALL 24650020DW	40	40		37.80000	FT	1,512.00
315ADFW20	15 N12 F2648 WTIB SOLID 20' DUAL WALL 15650020DW	340	300	40	18.62000	FT	5,586.00
31215NP	1215NP 12-15 FLARED END SEC HDPE	10	10		317.56000	EA	3,175.60
32410NP	2410NP 24 AD3 FLARED END SEC HDPE WITH THE LOCKDOWN OF THE BRANCHES DUE TO COVID-19 VIRUS, WE ARE NOT HAVING THE CUSTOMER SIGN THE TICKET NO RETURNS WILL BE ACCEPTED AT THIS TIME. THANK YOU FOR YOUR UNDERSTANDING. PICKED UP BY CORY H _____	2	2		547.50000	EA	1,095.00

Cap. \$8,761.60

001-03-54153-\$2607.00
001-03-54163-\$8,761.60

Visit coreandmain.com
for a current W-9 form



Online
ADVANTAGE

- Pay Online
- Paperless Billing
- Invoice Reprints
- Signed Delivery Receipts

Remit payment to the address shown on this invoice or access your account in Online Advantage to pay online.

Freight Delivery Handling Restock Misc.

Subtotal: 11,368.60
Other: 0.00
Tax: 0.00
Invoice Total: \$11,368.60

Terms: NET 30
Ordered By: DAWN

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

Dawn Carroll

From: Smart Quality Lawn Care <smartlawns0815@yahoo.com>
Sent: Wednesday, October 6, 2021 4:05 PM
To: Dawn Carroll
Subject: TOH Mow#8

Smart Quality Lawn Care Invoice
#MOW8 October 06, 2021
Richard (904)428-4130
Wandella (904)924-5257


To: Town of Hilliard, FL 32046

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

Dates: September 29, 2021- October 06, 2021 Total due \$5,500.00

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

Thank You for Your Business
Sincerely,
Richard Smart


10/13/21

Sent from my iPhone

WAUGH GRANT PLLC
ATTORNEYS AT LAW

ITEM-12

PHONE: 321-800-6008
FAX: 844-206-0245
WAUGHGRANT.COM

GERRARD GRANT*
CHRISTIAN W. WAUGH^
REBA ABRAHAM PEARCE
MARY NORBERG
EMAIL: CWAUGH@WAUGHGRANT.COM

*BOARD CERTIFIED IN TAX LAW
^BOARD CERTIFIED IN REAL ESTATE LAW

October 12, 2021

Via Email and Certified U.S. Mail

Richard Smart d/b/a Smart Quality Lawn Care
545605 US Hwy 1
Callahan, FL 32011
smartlawn0815@yahoo.com

RE: Termination of Mowing Contract with Town of Hilliard, Florida

Dear Mr. Smart:

My name is Christian Waugh and I serve as the Town Attorney for the Town of Hilliard, Florida. I write to you in that capacity today as authorized by the Town's Public Works Director, Ritchie Rowe.

Pursuant to Article 1 of the Right-of-Way Mowing Services Contract dated May 6, 2021 (the "Contract"), attached to this letter, the Town of Hilliard is cancelling the next mow. Under our records, that mow was to begin after October 13, 2021. Thus, this notice is timely. All other regularly scheduled mows should also be considered cancelled at this time.

Pursuant to Article 6, Section a of the Contract, this letter also serves as notice that you have failed to correct mows upon fourteen days written notice.

Finally, based upon the above-described default and consistently incomplete mows, Mr. Rowe has recommended termination of the Contract. We will ask the Town Council to take up this matter at its next regularly scheduled meeting on October 21, 2021 at 7pm ET.

I am sorry that the arrangement did not work out this year. Please do not hesitate to contact Mr. Rowe if you have any other questions or concerns.

Regards,
/s/Christian W. Waugh

Encls.

cc: Public Works Director Ritchie Rowe
Town Clerk Lisa Purvis
Town Council

Orlando office
201 E. Pine Street, Ste. 315
Orlando, FL 32801
(Primary Office)

Miami office
2828 Coral Way, Ste. 201
Miami, FL 33145
(By Appointment Only)

The Villages office
561 Fieldcrest Drive
The Villages, FL 32162
(By Appointment Only)

Atlanta office
715 Peachtree St NE
Atlanta, GA 30308
(By Appointment Only)

**TOWN OF HILLIARD, FLORIDA
RIGHT-OF-WAY MOWING SERVICES CONTRACT**

THIS AGREEMENT, made this 6TH day of May, 2021, between the Town of Hilliard, Florida (**hereinafter designated the Town**) and

Name: RICHARD SMART DBA SMART QUALITY LAWN CARE

Address: 545605 US HIGHWAY 1, CALLAHAN, FLORIDA 32011
(**hereinafter designated the Contractor**)

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, the parties agree as follows.

ARTICLE 1

The Contractor agrees to furnish **Mowing Services** all in accordance with the Request for Proposals, including the bidding requirements, specifications, and other supporting documents incorporated therein, attached hereto and made a part hereof for the price specified in its bid dated March 15, 2021 except as otherwise stated or contradicted more specifically in this main Agreement document. A copy of Contractor's Standard Bid Form is also attached hereto and made a part hereof as Exhibit A. Upon 24 hours written notice provided by the Town, either in email or other writing, the Town may cancel a regularly scheduled mow without cause and Contractor shall not be entitled to payment for the mow. The Total contract price shall be reduced by the *pro rata* amount Contractor would have earned but for the cancellation.

ARTICLE 2

In consideration of the foregoing, the Town agrees to pay to the Contractor as compensation for everything furnished and done by the Contractor under this contract, and for well and faithfully completing the work, as herein provided, such sums of money as is set out in the accompanying bid. Once the work is completed, Contractor shall submit invoices to PWD Designee for approval. PWD shall submit the invoice to payables in accordance with the dates on Exhibit B of this Contract. The Town shall pay pursuant to this schedule as well.

ARTICLE 3

The services to be performed and the prices to perform them shall not be the same as described in the bid contained in Exhibit A. Rather, those terms are overridden and these specific service and pricing terms shall apply for the Contract:

1. Services. Contractor shall perform the following services on a biweekly basis: pick-up trash, weed eat, and mow, for the Public Works Department and under Public Works direction.
2. Schedule. The services shall be performed on a biweekly basis as described on Exhibit B.
3. Payment. The Town shall pay Contractor FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00) for each biweekly rendering of services.
4. Parks and Recreation Department. The Town may, through its Parks and Recreation Department, obtain the same services from Contractor on an as-needed basis for a reasonable rate to be negotiated between the Parties. Such an agreement would not be an amendment to this Contract, but would be contracted for separately and for an amount within the Parks and Recreation Department director's authority for purchasing that does not need Town Council permission.

ARTICLE 4

The Contractor will defend, indemnify, and hold harmless the Town of Hilliard, Florida, its officers, agents, servants and employees against any and all claims, demands, liabilities, losses, damages and expenses the Town of Hilliard, Florida, its officers, agents, servants and employees may incur arising out of or in any way connected with the Contractor's performance of or failure to perform its obligations under this contract.

ARTICLE 5

- a. The Contractor shall not assign, sub-contract, or in any way transfer any interest in this contract in whole or in part, or delegate any of the work to be performed hereunder to any other person, firm, company, corporation, or organization without the express written permission of the Town. The Contractor shall not assign any moneys due, or to become due to him under this Contract, without prior express written consent of the Town.
- b. The bankruptcy, takeover or merger, outright purchase, majority stock purchase by another organization, or other change in ownership or status of the Contractor, or any assignment for the benefit of creditors, shall at the election of the Town:
 - 1) Terminate this Contract with all pertinent contractual conditions contained herein affected in favor of the Town;
 - 2) Fully obligate the newly formed organization, corporation, and/or legal entity to fulfill all terms and conditions of the Contract, and to perform or supply items in accordance with the specification or descriptions contained herein.
- c. Failure of any subcontractor to perform shall not relieve the Contractor of its obligations to fulfill all terms and conditions of the Contract as set forth herein.

ARTICLE 6

- a. The failure of either party to fulfill a material obligation of the Agreement, which continues for fourteen days after written notice, the falseness of any statement by the Contractor in its bid documents, the institution by or against the Contractor of any bankruptcy, receivership or insolvency proceedings, or the making of any assignment for the benefit of its creditors, shall constitute an event of default. Upon an event of default, the other party to the contract may terminate the contract, in addition to all other remedies to which it may be entitled by law or in equity, including without limit all rights the Town may have to the bond required hereunder.
- b. The failure of the Town at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Town to enforce same, nor shall waiver by the Town of any breach of said provisions be taken to be a waiver of said provisions or any subsequent breach of said provisions.

ARTICLE 7

If any portion of this contract is found to be unenforceable or contrary to law, it shall not affect the validity of the remainder of the Contract.

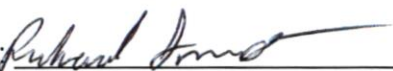
ARTICLE 8

The documents expressly incorporated herein comprise the parties' entire contract and there are no other agreements between the parties. Any amendments to the contract must be in writing and signed by the duly authorized representatives of the parties.

ARTICLE 9

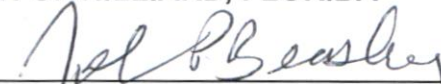
Florida law governs this Agreement. The sole and exclusive venue for any dispute between the parties shall be Nassau County, Florida unless it requires federal jurisdiction, in which case it shall be Duval County, Florida.

CONTRACTOR

By: 
Signature

Richard Smart Owner
Printed Name and Title

TOWN OF HILLIARD, FLORIDA

By: 
John P. Beasley, Council President

Attests: 
Lisa Purvis, Town Clerk

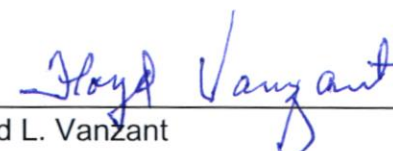
Approved: 
Floyd L. Vanzant

EXHIBIT A

**BID FORM
RIGHT-OF-WAY MOWING CONTRACT
TOWN OF HILLIARD, FLORIDA**

SUBMITTED BY: Richard Smart DATE: 02/15/2021
Smart Quality Lawn Care
545605 US Hwy 1 TELE: (904) 428-4130 / (904) 924-5257
Callahan, FL 32011 FAX: (904) 404-8333
 EMAIL ADDRESS: smartlawns0815@yahoo.com

1.01 This Bid is submitted to:

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

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S REPRESENTATIONS

2.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum Date

_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- E. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- F. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the

Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 3 – BIDDER'S CERTIFICATION

3.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 4 – BASIS OF BID

- 4.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices:

UNIT PRICE BID

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
1	Parks + ROW's Mowing, Weed Eating, and Trash Clean-up (April 15 through October 15)	12	Each	\$ 7,250 ⁰⁰	\$ 87,000 ⁰⁰
2	LP Sidewalk Edge Trash Clean-up (October 15 through April 15)	3*	Each	\$ 1,000	\$ 3,000 ⁰⁰
Total of All Unit Price Bid Items					\$ 90,000 ⁰⁰

*Estimated Quantity is subject to reasonable requests by the Town on an as needed basis.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and (3) final payment for all unit price Bid items will be based on actual satisfactorily installed quantities, determined as provided in the Contract Documents.

ARTICLE 5 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Richard Smart DBA Smart Quality Lawn Care

By:

[Signature]

Richard D Smart

[Printed name]

Richard Smart

(Title)

Owner

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

[Title]

Bidder's Business License No.:

Affix corporate seal, if applicable.

EXHIBIT B

2021 MOWING AGREEMENT

ITEM-12

STREET CUTS		SUBMIT INVOICE FOR PAYABLES	PAYMENT DATE	P&R PARK CUTS
(FRIDAY'S)				
May 2, 2021		May 12, 2021	May 21, 2021	
May 16, 2021		May 26, 2021	June 4, 2021	
May 30, 2021		June 9, 2021	June 18, 2021	
June 13, 2021		June 23, 2021	July 2, 2021	
June 27, 2021		July 7, 2021	July 16, 2021	ONLY AS
July 11, 2021		July 21, 2021	August 6, 2021	NEEDED
July 25, 2021		August 11, 2021	August 20, 2021	
August 15, 2021		August 25, 2021	September 3, 2021	
August 29, 2021		September 8, 2021	September 17, 2021	
September 12, 2021		September 22, 2021	October 8, 2021	
September 26, 2021		October 13, 2021	October 22, 2021	
October 10, 2021		October 20, 2021	November 5, 2021	
Below are email addresses for inspection & payment:				
Rrowe@townofhilliard.com				
Ggrooms@townofhilliard.com				
Kdcarroll@townofhilliard.com				

[Previous on List](#) [Next on List](#) [Return to List](#)[Fictitious Name Search](#)[No Filing History](#)[Submit](#)

Fictitious Name Detail

Fictitious Name

SMART QUALITY LAWN CARE

Filing Information

Registration Number G19000102434
Status ACTIVE
Filed Date 09/18/2019
Expiration Date 12/31/2024
Current Owners 1
County MULTIPLE
Total Pages 1
Events Filed NONE
FEI/EIN Number 84-3089044

Mailing Address

545605 US HIGHWAY 1
CALLAHAN, FL 32011

Owner Information

SMART, RICHARD DENNIS
545605 US HIGHWAY 1
CALLAHAN, FL 32011
FEI/EIN Number: NONE
Document Number: NONE

Document Images

09/18/2019 -- Fictitious Name Filing

[View image in PDF format](#)

[Previous on List](#) [Next on List](#) [Return to List](#)[Fictitious Name Search](#)[No Filing History](#)[Submit](#)

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G19000102434

Fictitious Name to be Registered: SMART QUALITY LAWN CARE

Mailing Address of Business: 545605 US HIGHWAY 1
CALLAHAN, FL 32011

Florida County of Principal Place of Business: MULTIPLE

FEI Number: 84-3089044

Owner(s) of Fictitious Name:

SMART, RICHARD D
545605 US HIGHWAY 1
CALLAHAN, FL 32011 UNFILED
Sep 18, 2019
Secretary of State

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

RICHARD D. SMART, JR

09/18/2019

Electronic Signature(s)

Date

Certificate of Status Requested ()

Certified Copy Requested ()



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **ITEM-12**
04/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc NAIC #: 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Smart Quality Lawn Care 545605 U.S. Highway 1 Callahan, FL 32011		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		UDC-4268400-CGL-20	09/09/2020	09/09/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

The Town of Hilliard
 15859 County Rd 108 Hilliard, FL 32046

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2021

ITEM-12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Zelen Risk Solutions, Inc. 7964 Devoe Street Jacksonville FL 32220	CONTACT NAME: Vicky Zelen	
	PHONE (A/C, No, Ext): (904) 262-8080	FAX (A/C, No): (904) 262-1444
INSURED Smart, Richard dba Smart Quality Lawncare 545605 US HWY 1 Callahan FL 32011	E-MAIL ADDRESS: vicky@zelenrisk.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Markel Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	MWC0156493-02	09/20/2020	09/20/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 100,000 E.I. DISEASE - EA EMPLOYEE \$ 100,000 E.I. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Fax 845-1221

CERTIFICATE HOLDER

Town of Hilliard
15859 W. CR 108
P.O. Box 249
Hilliard, FL 32046

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Vicky M. Zelen

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TOWN OF HILLIARD PARK FACILITY USE AGREEMENT

THIS PARK FACILITY USE AGREEMENT (the "Agreement") is hereby made effective this 6th day of August, 2021, between the Town of Hilliard, a Florida municipal corporation (the "Town"), and the following entity or entities, Hilliard Middle-Senior High School (the "User").

1. **Property.** The Town agrees to grant User a non-exclusive license to use the Town's park facility located at 27531 W 3rd Ave. / 371093 Oxford / 37516 Oxford and referred to as Town Gym, Oxford Baseball Park, Oxford St. Park (the "Property") for certain times and dates described in Section 2 of this Agreement. This license is not assignable.
2. **License Times.** The Town agrees that User shall be permitted to use the Property on the following dates and times: Times approved by P&R Director for Basketball (Town Gym), Band (Oxford Park), Baseball Grounds of Oxford (N. Oxford). However, in no event shall the license extend past 2022-2023 School Year without renewal by the Town.
3. **User Information.** For the purposes of this Agreement, User provides the following contact information, which User agrees shall be used by the Town for communication and delivery of notices pursuant to this Agreement:

• Name of User:	<u>Hilliard Middle-Senior High School</u>
• Type of User (circle):	<u>Individual / Company / Partnership</u>
• Authorized Agent:	<u>Jason Collins</u>
• Title of Agent:	<u>Athletic Director (HMSH)</u>
• Contact Phone Number:	<u>1-904-449-6564</u>
• Contact Email:	<u>collinsja@nassau.k12.fl.us</u>
• Contact Mail Address:	<u>1 Flashes Ave</u> <u>Hilliard, FL 32046</u>
4. **Purpose.** The Town and User agree that the license provided by the Town to User shall only be used for the following purpose: Band/Basketball/Baseball Practice.
5. **Maximum Occupancy.** The Town and User agree that the license is limited to a maximum occupancy of per fire code persons.
6. **Fee.** As valuable and good consideration for the license provided in this Agreement, User agrees to pay the Town a fee of \$ Waived on or before 8/1/2022
7. **Indemnification.** User hereby agrees to release, indemnify, and hold harmless the Town, its officers, Town Council members, department heads, staff, employees, contractors, volunteers, and agent of any kind (cumulatively, the "Releasees") from and against all liability, including claims, demands, losses, damages, and expenses

of every kind and description to persons who use the Property in any manner arising out of the purpose described in Section 4 of this Agreement by User. This includes liability resulting directly or indirectly from acts or omissions of Releasees or User, or the persons who User permits, invites, or contemplates using the Property pursuant to its purpose described in Section 4 of this Agreement, unless such liability results from the sole negligence of Releasees. Such indemnification and release includes attorney fees, court costs, dispute resolution costs, as well as costs of damage to property and expenses of every kind resulting from use of the Property. Further, User agrees that it shall obtain a waiver and release form approved by the Town from all of its invitees and guests directly participating in the approved Use and provide copies to the Town.

8. **Insurance.** At least seven (7) business days prior to the beginning date in Section 2, above, User shall acquire and provide to the Town copies of certificates of insurance verifying that User has obtained:
 - Commercial General Liability insurance in the amount of per statute
 - Automobile Liability insurance in the amount of per statute
 - Bodily Injury & Property Damage insurance in the amount of per statute
 - _____
9. **Cancellation.** Either User or Town may terminate the license at any time upon one giving written notice to the other, using the contact information provided in this Agreement. For purposes of the Town receiving notice, User shall provide written notice to the Town by email gwhittenburg@townofhilliard.com or regular mailing address P.O. Box 249 Hilliard, FL. In no event shall any fees provided by User be returned except in the Town's sole discretion.
10. **Force Majeure.** If by reason of fire, action of the elements, catastrophe, or some similar Act of God, the Property cannot be made available by the Town for use by User, and the use for which User desired using the Property cannot be rescheduled, then User shall release the Town from any and all claims, demands, agreements, and liabilities whatsoever that User may have had, except that the Town shall refund to User any prorated fees made by User to the Town less any costs incurred by the Town reasonably incurred in anticipation of the use.
11. **Property Damage.** User agrees that alcohol, illegal drugs, or smoking are not permitted on the Property. User shall be responsible for any and all damage to the Property caused by negligent or willful conduct of any person attending or participating in the use on the Property. Aside from normal wear and tear, any damages or losses resulting from an event will be assessed to User on the basis of actual cost of repair and/or replacement as determined by the Town.
12. **Disputes.** Any action arising out of the terms of this Agreement shall be brought in Nassau County, Florida, unless only a federal court has jurisdiction, in which case the case shall be brought in the U.S. District Court for the Middle District of

Florida. Florida law shall govern this Agreement. The prevailing party in any litigation shall be entitled to recover its reasonable attorney fees and costs.

13. **Binding.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their agents, successors, and assigns, if permitted.
14. **Entire Agreement.** This Agreement embodies the entire agreement between the Town and User and there are no other representations, promises, agreements, conditions, or understandings, either oral or written, between the parties other than are set forth herein. No subsequent alteration or amendment to this Agreement shall be binding upon either the Town or User unless reduced to writing and executed by all parties.
15. **Other Terms.** Fee is waived in exchange for Hilliard Parks & Recreation use of HMSH Gymnasium, Tennis Courts and Track.

IN WITNESS WHEREOF, this Agreement is executed by the respective parties hereto.

DATED this ____ day of _____, 20__ by the Town of Hilliard, Florida.

DATED this ____ day of _____, 20__ by User.

ATTEST

TOWN OF HILLIARD

Lisa Purvis, Town Clerk

By: _____
Floyd Vanzant, Mayor

By: _____
John Beasley, Council President

Witnesses as to execution by User

USER

Witness

By: Jason Collins
Print: _____
Its: Jason Collins

Witness



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM)

ITEM-13

7/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 200 S. Orange Ave Suite 1350 Orlando FL 32801	CONTACT NAME: Jessica Montgomery	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Nassau County School District c/o NEFEC 3841 Reid Street Palatka FL 32177	E-MAIL ADDRESS: Jessica_Montgomery@ajg.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Qualified Self Insurer	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES**CERTIFICATE NUMBER:** 1594393504**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Occurrence			See below	7/1/2021	7/1/2022	EACH OCCURRENCE \$ Per Statute DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ Per Statute PRODUCTS - COMP/OP AGG \$ \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			See below	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ Per Statute BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Self Insured per FL Statute 768.28. Limits per Statute.

REF: NASSAU COUNTY SCHOOL DISTRICT's use of Certificate Holder's premises and pool facilities. All dates within the term shown above. The referenced School District is a public entity subject to FL Statute 768.28 and accordingly does not name third parties as "Additional Insured". You may wish to consult your local legal resources with regard to the statute provision referenced and related application as regards a Florida public entity.

CERTIFICATE HOLDER**CANCELLATION**

Town of Hilliard
P.O. Box 249
Hilliard FL 32046
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE