

# HILLIARD TOWN COUNCIL MEETING

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

## TOWN COUNCIL MEMBERS

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

## ADMINISTRATIVE STAFF

Lisa Purvis, Town Clerk  
Cory Hobbs, Interim Public Works Director  
Gabe Whittenburg, Parks & Rec Director

## TOWN ATTORNEY

Christian Waugh

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## AGENDA

THURSDAY, NOVEMBER 07, 2024, 7:00 PM

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### NOTICE TO PUBLIC

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

### PLEDGE OF CIVILITY

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

## CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

## PRESENTATIONS

**ITEM-1** Presentation of the Hilliard Action Committee Volunteer of the Year recipient Mrs. Danielle Eldridge.  
***John P. Beasley – Mayor & HAC Chair***

## REGULAR MEETING

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

**ITEM-3** Town Council approval of the Continuing Consulting Engineering Services Agreement from Mittauer & Associates, Inc.  
***Lisa Purvis, MMC – Town Clerk***

**ITEM-4** Town Council approval of the Well Exception Application No. 20241015.2, allowing for a well to be placed within the Town Boundary to serve a new dwelling unit at 37074 Katelyn Way.  
***Cory Hobbs – Interim Public Works Director***

- ITEM-5** Town Council approval of Septic Exception application 20241015.1, allowing for a septic system be placed within the Town boundary to serve a new dwelling unit at 37074 Katelyn Way.  
***Cory Hobbs – Interim Public Works Director***
- ITEM-6** Town Council to decide what item(s) will be presented at the Nassau County Legislative Delegation Public Hearing that will be held on Wednesday, November 13, 2024, for Legislative Appropriation Funding consideration.  
***Lisa Purvis, MMC – Town Clerk***
- ITEM-7** Town Council approval of the Architectural & Engineering Services Contract from PQH Group, Inc. for the FDEM Hurricane/Community Shelter Grant # F0122 project in the amount of \$572,000.  
***Lisa Purvis, MMC – Town Clerk***
- ITEM-8** Town Council approval of the Interim Public Works Director’s recommendation to fill the vacant Public Works Technician position.  
***Cory Hobbs – Interim Public Works Director***
- ITEM-9** Town Council approval for the extension of Luke Headington’s Introductory / Probationary Status for an additional 30 days.  
***Lisa Purvis, MMC – Town Clerk***
- ITEM-10** Town Council approval of the 2025 Hilliard Action Committee Event Schedule.  
***John P. Beasley – Mayor & HAC Chair***
- ITEM-11** Town Council approval of the Minutes for the October 17, 2024, Workshop & Regular Meeting, and the October 22, 2024, Workshop.  
***Lisa Purvis, MMC – Town Clerk***
- ITEM-12** Town Council approval of Mittauer & Associates, Inc., Payable through October 25, 2024, Project Name: 8” Parallel Water Main Extension to FAA Facility in the amount of \$13,760.  
**CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$199,680**
- ITEM-13** Town Council approval of the Camera Agreement with Mr. Steve Hutchinson to install, maintain, and operate a camera on the Town-owned firehouse for the purpose of monitoring the adjacent train tracks.  
***Dallis Hunter – Councilman***

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

## **MINUTES & TRANSCRIPTS**

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

## **TOWN WEBSITE & YOUTUBE MEETING VIDEO**

The Town's Website can be access at [www.townofhilliard.com](http://www.townofhilliard.com).

Live & recorded videos can be accessed at [www.youtube.com](http://www.youtube.com) search - Town of Hilliard, FL.

## **ADA NOTICE**

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

## **APPEALS**

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

## **PUBLIC PARTICIPATION**

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

## **EXPARTE COMMUNICATIONS**

Oral or written exchanges (sometimes referred to as lobbying or information gathering) between a Council Member and others, including staff, where there is a substantive discussion regarding

a quasi-judicial decision by the Town Council. The exchanges must be disclosed by the Town Council so the public may respond to such exchanges before a vote is taken.

**2024 HOLIDAYS**

**TOWN HALL OFFICES CLOSED**

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



## AGENDA ITEM REPORT

### TOWN OF HILLIARD, FLORIDA

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TO: Town Council Regular Meeting Meeting Date: November 7, 2024

FROM: ***John P. Beasley – Mayor & HAC Chair***

SUBJECT: Presentation of the Hilliard Action Committee Volunteer of the Year recipient Mrs. Danielle Eldridge.

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#### **BACKGROUND:**

Danielle Eldridge has been one of the most essential members of the Hilliard Action Committee (HAC), and her dedication has been evident since she joined during the first year of our Parade of Trees. From the very beginning, Danielle has proven to be the backbone of many of our community initiatives. Her leadership and commitment have made a significant impact, most recently during the Hilliard Harvest Festival. For this event, Danielle took on the challenging task of securing pumpkins for the festival by reaching out to Connor's Corn Maze. When she went to pick up the donation, she was unexpectedly asked to help unload a 72-foot-long semi-truck full of pumpkins. Without hesitation, Danielle spent hours of her own time unloading thousands of pumpkins—just so she could leave with the 50 pumpkins that were generously donated for the Town. This is just one example of her willingness to go above and beyond.

On event days, Danielle is a constant presence, working with vendors, taking photos, assisting the community, and even helping with tasks like taking out the trash. Her commitment is unmatched—while many assist with our events, few volunteer to the degree that Danielle does. Her impact extends beyond HAC as well. Danielle is actively involved with the Hilliard Girl Scout troop, volunteers at her church, and dedicates time to Hilliard Elementary School. Danielle's contributions, both within HAC and across the community, exemplify what it means to be a true volunteer. For these reasons and more, I proudly nominate her for Volunteer of the Year with the Hilliard Action Committee.

#### **FINANCIAL IMPACT:**

None.

#### **RECOMMENDATION:**

Presentation of the Hilliard Action Committee Volunteer of the Year Certificate to Mrs. Danielle Eldridge.

VOLUNTEER  
OF THE YEAR  
2024  
*proudly presented to*

*Danniell Eldredge*

*for all you do behind the scenes for Hilliard Action  
Committee*

*John P Beasley*

JOHN P BEASLEY  
Mayor  
HAC Chair



*Alicia Head*

ALICIA HEAD  
HAC Co-Chair



# AGENDA ITEM REPORT

## TOWN OF HILLIARD, FLORIDA

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TO: Town Council Regular Meeting Meeting Date: November 7, 2024

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

SUBJECT: Town Council approval of the Continuing Consulting Engineering Services Agreement from Mittauer & Associates, Inc.

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**BACKGROUND:**

See attached.

**FINANCIAL IMPACT:**

TBD

**RECOMMENDATION:**

Town Council approval of the Continuing Consulting Engineering Services Agreement from Mittauer & Associates, Inc.



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

# LETTER OF TRANSMITTAL

**TO:** Mrs. Lisa Purvis  
 \_\_\_\_\_  
 Town of Hilliard  
 \_\_\_\_\_  
 P.O. Box 249  
 \_\_\_\_\_  
 Hilliard, Florida 32046  
 \_\_\_\_\_

<b>DATE:</b> 10-31-2024	<b>PROJECT No.:</b> 9610-00-0
<b>RE:</b> Agreement for Continuing Consulting	
Engineering Services	
Town of Hilliard, Florida	

WE ARE SENDING YOU:  Attached  Under Separate Cover Via \_\_\_\_\_, the following items:  
 Plans/Prints  Specifications  Originals  Computer Disk  \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
2			Agreement for Continuing Consulting Engineering Services

THESE ITEMS ARE TRANSMITTED as checked below:

For Your Use  For Your Information  As Requested  For Your Approval  For Your Review and Comment

**REMARKS:**

Mrs. Purvis,

Please find enclosed two (2) copies of the Agreement for Continuing Consulting Engineering Services between the Town of Hilliard and Mittauer & Associates, Inc., for review and approval by the Town Council, and execution by the Mayor and Town Clerk/Manager, with signatures witnessed by two designated representatives.

Please return one (1) fully executed copy to our office.

COPY TO: \_\_\_\_\_

SIGNED: JA P II  
 John A. Petrohovich II, Project & Funding Specialist



## **AGREEMENT FOR CONTINUING CONSULTING ENGINEERING SERVICES**

This contract and Agreement is made and entered into between the TOWN OF HILLIARD, Nassau County, Florida, a municipal corporation created and existing under the laws of the State of Florida, as party of the first part, hereinafter referred to as the OWNER, and MITTAUER & ASSOCIATES, INC., of Orange Park, Florida, a corporation under the laws of the State of Florida, as party of the second part, hereinafter referred to as the ENGINEER, on the date appearing on the last page hereof.

WITNESSETH THAT

Whereas the OWNER now owns, operates, and maintains a water supply, treatment, and distribution system, which system serves the municipality of Hilliard, Florida, and its environs, and

Whereas the OWNER now owns, operates, and maintains a wastewater collection, treatment, and disposal system, which system serves the municipality of Hilliard, Florida and its environs, and

Whereas the OWNER now owns, operates, and maintains a system of storm drainage and a system of paved and unpaved streets, which systems serve the municipality of Hilliard, Florida and its environs, and

Whereas the OWNER now owns, operates, and maintains Town parks and other public facilities, which serve the municipality of Hilliard, Florida and its environs, and

Whereas the OWNER desires to retain a Consulting Engineer for various phases of consulting engineering services for those municipal systems described above, and for such other public works and improvement projects as the parties hereto may determine by mutual agreement.

## NOW THEREFORE

In consideration of the mutuality of the covenants and agreements hereinafter contained, the parties hereto, for themselves and their respective successors, personal representatives, and assigns, do mutually covenant and agree with each other as follows:

The OWNER hereby employs MITTAUER & ASSOCIATES, INC. (the ENGINEER) as the Consulting Engineers for its water system, wastewater system, storm drainage system, street system, park system, and such other public works and improvements projects as the parties hereto may determine by mutual agreement.

### ARTICLE 1: STANDARD ENGINEERING SERVICES

The ENGINEER, after receiving specific written authorization to proceed on any project or work, agrees to provide the engineering services outlined below. Compensation for these services shall be based on an agreed upon lump sum fee, hourly rate, or fee curve amount as agreed upon in advance.

- A. Preliminary Engineering Services: The preliminary report services required in connection with an improvement project will include the preparation of a preliminary engineering study and report to indicate problems involved and alternate solutions available. Where applicable, the studies will include financial and fiscal investigations, schematic layouts and sketches, analyses for future development, and an opinion of probable construction cost for the project.
  
- B. Engineering Design Services: Upon authorization by the OWNER to the ENGINEER to proceed with the Engineering Design Services in connection with an improvements project, the ENGINEER will provide the following:
  - 1. Preparation of detailed construction drawings and specifications for the project. Unless otherwise required by the OWNER, the ENGINEER will furnish the OWNER with three (3) copies of the plans and specifications.

2. Advice to the OWNER in any adjustment to the opinion of probable construction cost for the project caused by changes in scope, design requirements, or construction costs and the furnishing of a revised opinion of probable cost based on the completed drawings and specifications.
3. Preparation of proposal forms and notice to bidders and assistance to the OWNER in the preparation of contract documents for review and approval by its attorneys.

C. Bidding or Negotiation Services:

1. Assistance to the OWNER in advertising the project for construction bids, based upon award to a single contractor, by preparing an advertisement for bids, selling bid documents to prospective bidders, and maintaining a record of prospective bidders to whom Bidding Documents have been issued.
2. Issue addenda as appropriate to clarify, correct or change the bidding documents and preparing a tabulation of bids.

D. Professional Services During Construction: Upon authorization by the OWNER, following the award of the construction contract for the proposed program of improvements, or undertaking the construction of these improvements by the OWNER's forces, the ENGINEER will perform the following professional services during construction:

1. Prepare construction contract documents.
2. Attend a pre-construction conference.
3. Review shop drawings and descriptive data submitted by the contractor as to general conformity to the plans and specifications.

4. Make periodic visits to the site to observe the progress of the various aspects of the Contractor's work. Such site visits will average not less than one visit per month.
5. Review and approval of contractor's Application for Payment.
6. Represent the OWNER in interpreting plans and specifications.
7. Recommend and prepare construction change orders, as appropriate.
8. Make a final inspection of the project.
9. Furnish three (3) sets of complete prints for each construction contract, showing changes made during the construction process based on information furnished by the construction contractor to the ENGINEER.
10. Upon specific request by the OWNER, the ENGINEER will provide a site visit to observe the condition of the mechanical equipment and structures associated with treatment plants or lift stations included in the construction program prior to the expiration of the contract guarantee period. Such site visits will be intended to determine whether or not deficiencies noted are the result of faulty workmanship or materials and are the proper responsibility of the contractor under the terms of the guarantee. Any site visit of treatment plants, lift stations, line work, including surface or subsurface observations of water and sewer lines, storm drain lines, or street paving, and other contract features not specifically included above, shall be compensated for on the basis of Special Engineering Services as defined in ARTICLE 2.

**ARTICLE 2: SPECIAL ENGINEERING SERVICES**

- A. The following services are hereby defined as Special Engineering Services which are not included in the basis for compensation as set forth in ARTICLE 1 of this contract:
1. Furnish property, photogrammetric profiles, cross-sections, horizontal and vertical surveys, topographic and utility surveys, hydrographic surveys, and bathometric surveys.
  2. Assistance with property acquisition such as property appraisals, legal surveys, easements, rights-of-way, title searches, zoning changes, attorney's fees, and recording fees.
  3. Soils, foundation, and materials engineering services, including borings, probings, or subsurface explorations, laboratory testing and inspection of samples of materials, and other special consultation.
  4. Assistance in the preparation of documents which may be required for approval by governmental authorities who have jurisdiction over design criteria applicable to the project, including construction permit applications from these agencies.
  5. Wetlands delineation, biological consultations, bio-assays, ecological impact evaluations, and related environmental services.
  6. Preparing drawings from field measurements of existing construction when required for planning additions or alterations thereto.
  7. Additional services due to significant changes in general scope of the project or its design, including but not limited to value engineering, changes in size, complexity, or character of construction.

8. Revising previously approved studies, reports, design documents, drawings, or specifications.
9. Preparing documents for alternate bids requested by the OWNER for work which is not executed.
10. Preparing detailed renderings, exhibits, or scale models for the project.
11. Furnishing additional copies of reports and additional prints of drawings and specifications.
12. Investigations involving detailed consideration of operation, maintenance, and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; detailed quantity surveys of material and labor; and material audits or inventories required for certification of force account construction performed by the OWNER.
13. Preparing special change orders requested by the OWNER which materially change the scope of construction work contemplated or in progress.
14. Making a site visit to review features of a construction project not specifically included in ARTICLE 1.D.8. prior to expiration of contractor's guarantee period and reporting observed discrepancies under guarantee provided by the construction contract.
15. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) prolongation of the construction contract time, (3) acceleration of the work schedule involving services beyond normal working hours, and (4) contract default due to delinquency or insolvency.

16. Extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
  17. Additional services and costs necessitated by out of town travel required of the ENGINEER, other than visits to the project as required by ARTICLE 1.D. of this contract.
  18. Serving as expert witness for the OWNER in any litigation or other proceeding involving the project.
  19. Preparation of applications and supporting documents for government grants or advances on public works projects; and for other related services resulting from requirements of governmental agencies exercising administrative jurisdiction over the project as a result of fiscal participation, not otherwise provided for in this Contract.
- B. Special Engineering Services will be rendered by the ENGINEER after specific authorization has been given by the OWNER, in accordance with ARTICLE 5.A. of this contract.
- C. Special Engineering Services Compensation shall be paid for by the OWNER at an agreed upon lump sum fee, hourly rate or fee curve amount as agreed upon in advance.
- D. Project Funding Application Services:
1. There are times when the ENGINEER will perform preliminary planning and preliminary engineering, including the preparation of exhibits, narratives and opinions of probable project cost, for inclusion in funding applications. We will delay invoicing for these services until after program funding is available.

2. If the project is not funded by the agency, then the ENGINEER will absorb our in-house cost for these services. If the project is funded by the agency and the OWNER moves forward with the project, we will invoice for these services at a time and amount which falls within the guidelines established by the funding agency. If the project is funded by the agency and the OWNER elects not to move forward with the project, or if the OWNER elects to use an alternate consultant, we will invoice for our services on a reimbursement basis using our standard hourly rates.

**ARTICLE 3: RESIDENT PROJECT REPRESENTATIVES**

The ENGINEER will, if requested by the OWNER, provide the services of a resident project representative to observe the construction work of the contractor on a daily basis as the work progresses. The furnishing of these services shall be the subject of a separate engineering authorization between the OWNER and the ENGINEER, which authorization shall provide specific details as to the duties and responsibilities of said resident project representatives and the basis for the compensation for their services.

**ARTICLE 4: PAYMENT OF COMPENSATION EARNED**

Earned compensation for the various categories of authorized services may be invoiced by the ENGINEER monthly as work is in progress. Each invoice, so rendered, shall clearly identify the subject matter and basis on which the invoice was prepared. Work in progress on any phase or portion of the services rendered shall be estimated by the ENGINEER and may be invoiced on that basis, with adjustments made on the final project billing as, and if, required. Invoices shall be paid by the OWNER from the date of invoice. Payments which are not received in accordance herewith are subject to late fees and interest in accordance with the Florida Local Government Prompt Payment Act, F.S. 218 and may cause the Engineer to stop work on the OWNER's projects. The fees listed above do not include state sales tax, federal sales tax, or value added tax (VAT), should they be required by law.



**ARTICLE 5: SPECIAL PROVISIONS**

- A. The performance of engineering services required to be rendered in accordance with this contract shall be commenced only upon receipt by the ENGINEER of authorization from the OWNER's designated representative, which authorization shall designate with reasonable certainty the project, improvement, or system upon which the ENGINEER shall render services and shall further generally describe such services requested of the ENGINEER, and unless and until such authorization is received by the ENGINEER, the said ENGINEER shall neither render services nor be compensated for same. Authorization by the OWNER's designated representative shall be binding upon the OWNER.
- B. The OWNER shall assist the ENGINEER throughout the duration of this contract by placing at their disposal all information that may be available and useful relative to the services to be performed by the ENGINEER, including budgets, audits, record drawings, maps, and such other information on the systems or proposed improvements as may be available.
- C. All documents, including original drawings, estimates, specifications, field notes, and data, including computer programs, are and remain the property of the ENGINEER as instruments of service.
- D. This Agreement shall not be assignable, in whole or in part, by either party to this Agreement without the full consent of the other party in writing.
- E. This instrument constitutes the entire Agreement between the OWNER and the ENGINEER. No statement or promise made in any Construction Agreement hereinafter entered into between the OWNER and any CONTRACTOR, nor any statement or provision of the general or special conditions of the specifications of any project, shall be binding upon the ENGINEER or enlarge, modify, or alter the provisions of this instrument. This Contract for Consulting Engineering Services may not be enlarged, modified, or construed except in writing signed by all the parties hereto. Further, the headings of the paragraphs of this

Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

- F. This Agreement may be terminated at any time by either party hereto. Written notice of intent to terminate shall be given by either party hereto to the other party at least sixty (60) days prior to the date of final termination. In the event of such termination, the ENGINEER shall be fully compensated under the provisions of this Agreement for all work performed and services rendered prior to the date of final termination.
- G. This Agreement shall be governed by the laws of the State of Florida.
- H. **PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**
- I. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. Each covenant and agreement contained in this Agreement shall be construed to be a separate and independent covenant and agreement, and the breach of any such covenant or agreement by either party shall not discharge or relieve the other party from any obligation to perform each and every covenant and agreement of this Agreement.
- J. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

**ARTICLE 6: EXECUTION**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives, this 7<sup>th</sup> day of Nov., 2024.

TOWN OF HILLIARD, FLORIDA  
Acting by and through its Town Council

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

WITNESSES  
As to Owner

Approved and Countersigned

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Town Clerk/Manager

WITNESSES  
As to Engineers

MITTAUER & ASSOCIATES, INC.

\_\_\_\_\_  
*Elizabeth A. Brown*

By: \_\_\_\_\_  
Joseph A. Mittauer, P.E., President



# AGENDA ITEM REPORT

## TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: November 7, 2024

FROM: **Cory Hobbs – Interim Public Works Director**

SUBJECT: Town Council approval of the Well Exception Application No. 20241015.2, allowing for a well to be placed within the Town Boundary to serve a new dwelling unit at 37074 Katelyn Way.

### BACKGROUND:

On October 4, 2024, a development investigation was submitted for 37074 Katelyn Way. The recommendation of the Public Works Department is for a well exception to be applied for as Katelyn Way is a private road and the water connection would be approximately 285 ft and would have to cross private property to connect.

#### **Sec. 58-41. With waterworks system.**

The owner of each lot or parcel of land within the town, upon which lot or parcel of land any building or trailer used as a dwelling is now situated or shall be hereafter situated, for either residential, commercial or industrial use, shall connect or cause such building or trailer to be connected with the municipal waterworks system of the town, and use such facilities within 12 months following notification to do so by the town clerk. All such connections shall be made in accordance with rules and regulations which shall be adopted as necessary by the town council, which rules and regulations shall provide for a charge for making any such connections in such reasonable amounts as such town council may fix and determine. No connection shall be required where the waterworks system or line is more than 200 feet from the boundary line of any lot containing a building or trailer. The owner may apply for an exception from the town council upon good cause shown.

#### **Sec. 58-43. Exceptions.**

This article shall not be construed to require or entitle any person to cross the private property of another to make any such sewer or water connections.

### FINANCIAL IMPACT:

None.

### RECOMMENDATION:

Town Council approval of Well Exception Application No. 20241015.2, allowing for a well to be placed within the Town boundary to serve a dwelling unit of 37074 Katelyn Way.



# Town of Hilliard Well Exception Application

**FOR OFFICE USE ONLY**

File # 20241015.2

Application Fee: \$250. CL#1050

Filing Date: 10/15/24 by: KH.

Acceptance Date: \_\_\_\_\_ by: \_\_\_\_\_

### A. PROJECT

- Project Name: Katelyn way
- Address of Subject Property: 37074 Katelyn Way Hilliard FL
- Parcel ID Number(s): 05-3N-24-0000-0029-0020
- Existing Use of Property: vacant
- Future Land Use Map Designation: Commercial
- Zoning Designation: A-1
- Acreage: 1.661

### B. APPLICANT/CONTRACTOR\*

- Applicant's Status  Owner (title holder)  Agent
- Name of Applicant(s) or Contact Person(s): Lindsey Holder Title: Agent  
 Company (if applicable): \_\_\_\_\_  
 Mailing address: 609 Victoria's circle  
 City: St Marys State: GA ZIP: 31558  
 Telephone: (770) 935-7660 FAX: ( ) e-mail: fbridapermitting@gmail.com
- Contractor:  
 Name of Contractor: Mizell  
 Company (if applicable): Mizell Well pumps  
 Mailing address: 45277 Hodges Rd  
 City: Callahan State: FL ZIP: 32011  
 Telephone: (904) 979-6871 FAX: ( ) e-mail: \_\_\_\_\_

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

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

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

D. FEE

1. \$250.00

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

**All 3 attachments are required for a complete application. A completeness review of the application will be conducted within fourteen (14) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.**

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

Michael Lindstedt  
Signature of Applicant

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

Michael Lindstedt  
Typed or printed name and title of applicant

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

10/11/24  
Date

\_\_\_\_\_  
Date

State of Florida County of Nassau

The foregoing application is acknowledged before me this 11 day of Oct, 2024 by Michael Lindstedt, who is/are personally known to me, or who has/have produced \_\_\_\_\_ as identification.



NOTARY SEAL

Noelle Rayne  
Signature of Notary Public, State of Florida

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

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

RAYNEY DAY INVESTMENTS, LLC  
SUB K  
450841 STATE ROAD 200  
CALLAHAN, FL 32011

VYSTAR CREDIT UNION  
542277 US HWY 1  
CALLAHAN, FL 32011

1050

10-14-24

PAY TO THE ORDER OF Town of Hilliard \$ 500.00

Five hundred dollars & 0/100 DOLLARS

MEMO <sup>37074</sup> Katelyn Way Septic/Well  
Exemption

[Signature]  
AUTHORIZED SIGNATURE

⑈001050⑈ ⑆263079276⑆ 7902938068⑈

Prepared by:  
D. Gonzales  
Sunshine Title Corporation  
8613 Old Kings Road South, Suite 100  
Jacksonville, Florida 32217  
File Number: STC #119306

### General Warranty Deed

Made this July 31, 2024 A.D. By **Kevin Douglas Wright**, whose post office address is: 37113 Katelyn Way, Hilliard, Florida 32046, hereinafter called the grantor, to **Michael Lindstedt as Trustee of the MO 2024 0 Katelyn Way Trust dated 7-31-24**, whose post office address is: 34413 Welch Rd., Callahan, Florida 32011, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Nassau County, Florida, viz:

See Attached Schedule A

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: 05-3N-24-0000-0029-0020

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, [TYPE YEAR].

**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Richard Blandow  
Witness signature  
Witness Printed Name Richard Blandow  
Address: 18391 AVATION DR. Hilliard, FL 32046

Kevin Douglas Wright (Seal)  
Kevin Douglas Wright  
Address: 37113 Katelyn Way, Hilliard, Florida 32046

Altoise Scott  
Witness signature  
Witness Printed Name Altoise Scott  
Address: 11034 Haws Lane Jacksonville FL 32218

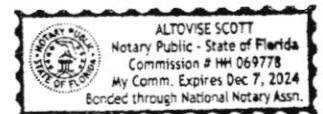
\_\_\_\_\_  
(Seal)  
Address:

State of Florida  
County of NASSAU

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this July 31, 2024, by Kevin Douglas Wright, who is/are personally known to me or who has produced FLAL as identification.

Altoise Scott  
Notary Public  
Print Name: Altoise Scott

DEED Individual Warranty Deed with Non-Homestead-Legal on Schedule A  
Closers' Choice





## Exhibit "A"

All that certain piece or parcel of land lying and being a portion of the Southeast One-Quarter (SE 1/4) of the Southeast One-Quarter (SE 1/4) of Section Five (5), Township Three (3) North, Range Twenty-Four (24) East, Nassau County, Florida, being a portion of those lands described in Deed Book 130, Page 589 and Deed Book 245, Page 323, of the public records of Nassau County, Florida, and being more particularly described as follows:

FOR A POINT OF REFERENCE commence at the Southeast corner of Section Five (5) aforementioned; thence North One (01) degrees, Thirty-Four (34) minutes, Zero (00) seconds West along the East line of said Section, a distance of One Thousand Two Hundred Ninety-One and Forty Hundredths (1291.40) feet to a point; thence South Eighty Seven (87) degrees, eighteen (18) minutes, Zero (00) seconds West a distance of One Thousand One Hundred Fifty Five and Fifteen Hundredths (1155.15) feet to a point; thence South Twenty-Nine (29) degrees, Fifty-Four (54) minutes, Zero (00) seconds East a distance of Two Hundred Forty-One and Seventy-Eight Hundredths (241.78) feet to a concrete monument and the POINT OF BEGINNING; thence South Sixty-One (61) degrees, Forty-Five (45) minutes, thirty-Four (34) seconds West a distance of Three Hundred Sixteen and Seventy-Five Hundredths (316.75) feet to an iron pipe; thence South Zero (00) degrees; Fifteen (15) minutes, fifty-Six (56) seconds West a distance of Nine and Sixty-Two Hundredths (9.62) feet to an iron on the Northeasterly right of way of the Seaboard Coastline Railroad, (having a Two Hundred (200.0) foot right of way); thence South Thirty-One (31) degrees, Four (04) minutes, Seven (07) seconds East along said right of way a distance of Five Hundred One and Eighty-Nine Hundredths (501.89) feet to an iron; thence North Sixty (60) degrees, Sixteen (16) minutes, Forty-Four (44) seconds East a distance of Three Hundred Seventy-Three (373.0) feet to an iron; thence North Thirty-Six (36) degrees, Fifty Seven (57) minutes, Forty-Six (46) seconds West a distance of Five Hundred Six and Five Hundredths (506.05) feet to the POINT OF BEGINNING.

ALSO AND TOGETHER WITH a Thirty (30) foot Easement for ingress and egress lying Thirty (30.0) feet Northerly and adjacent to the following describe line:

FOR A POINT OF REFERENCE commence at the POINT OF BEGINNING aforementioned; thence South Thirty-Six (36) degrees, Fifty-Seven (57) minutes, Forty-Six (46) seconds East a distance of Five Hundred Six and Five Hundredths (506.05) feet to the POINT OF BEGINNING; thence North Sixty (60) degrees, Sixteen (16) minutes, Forty-Four (44) seconds East a distance of Two Hundred Twenty-Two and Thirty-Five Hundredths (222.35) feet to the Southwesterly right of way of U.S. Highway No.1 (having a One Hundred Fifty (150.0) foot right of way) and the Point of Termination.

Less and Except the following Parcels:

Parcel 1:

A parcel of land situate in the Southeast One-Quarter (SE 1/4) of the Southeast One-Quarter (SE 1/4) of Section 5, Township 3 North, Range 23 East, Nassau County, Florida, also being a portion of those lands described in

File Number: STC #119306

Legal Description with Non Homestead  
Closor's Choice

Official Records Book 939, Pages 168 and 169, of the public records of Nassau County, Florida, and being more particularly described as follows:

For a point of reference commence at the Southeast corner of aforesaid Section 5; thence North 01 degrees 34 minutes 00 seconds West, along the East line of aforesaid Section 5, a distance of 1,291.04 feet; thence South 87 degrees 18 minutes 00 seconds West a distance of 1,155.15 feet; thence South 29 degrees 54 minutes 00 seconds East a distance of 241.78 feet to a 4" round concrete monument at the Northeasterly corner of aforesaid lands described in Official Records Book 939, Pages 168 and 169; thence South 36 degrees 56 minutes 33 seconds East along the Easterly line of lands described in Official Records Book 939, Pages 168 and 169 aforesaid a distance of 221.96 feet to the Point of Beginning, thence continue South 36 degrees 56 minutes 33 seconds East, along said Easterly line, a distance of 283.84 feet to a 4" round concrete monument at the Southeasterly corner of lands described in Official Records Book 939, Pages 168 and 169 aforesaid; thence South 60 degrees 24 minutes 08 seconds West along the Southerly line of lands described in Official Records Book 939, Pages 168 and 169 a distance of 162.01 feet; thence North 34 degrees 01 minutes 07 seconds West, a distance of 282.35 feet; thence North 60 degrees 24 minutes 08 seconds East, a distance of 147.88 feet to the Point of Beginning.

Parcel 2:

Part of the Southeasterly 1/4 of the Southeasterly 1/4 of Section 5, Township 3 North, Range 23 East, Nassau County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 5, thence North 01 degrees 34 minutes 00 seconds West along the East line of Section 5, a distance of 1,291.04 feet; thence South 87 degrees 18 minutes 00 seconds West a distance of 1,155.15 feet; thence South 29 degrees 54 minutes 00 seconds East, a distance of 241.78 feet to a 4 inch round concrete monument; thence South 36 degrees 54 minutes 41 seconds East a distance of 221.90 feet to a 1/2 inch rebar capped LB 7039; thence South 60 degrees 26 minutes 28 seconds West, a distance of 147.41 feet to a 1/2 inch rebar capped LB 7039; thence South 33 degrees 58 minutes 57 seconds East, a distance of 197.42 feet to a 1/2 inch rebar capped LB 3080 and the POINT OF BEGINNING; thence South 33 degrees 58 minutes 57 seconds East, a distance of 85.00 feet to a 1/2 inch rebar capped LB 7039; thence South 60 degrees 27 minutes 13 seconds West, a distance of 211.00 feet to a 1/2 inch iron and the Northeast Right-of-Way line of CSX Railroad (a 200.0 foot Right-of-Way); thence North 31 degrees 04 minutes 07 seconds West, a distance of 87.02 feet along said Right-of-Way line to a 1/2 inch rebar capped LB 3080; thence North 61 degrees 04 minutes 31 seconds East, a distance of 206.76 feet to the POINT OF BEGINNING.

Parcel 3:

Part of the Southeasterly 1/4 of the Southeasterly 1/4, of Section 5, Township 3 North Range 24 East, Nassau County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 5, thence North 01 degrees 34 minutes 00 seconds West along the East line of Section 5, a distance of 1,291.04 feet, thence South 87 degrees 18 minutes 00 seconds West, a distance of 1,155.15 feet, thence South 29 degrees 54 minutes 00 seconds East, a distance of 241.78 feet to a 4" round concrete monument; thence South 36 degrees 54 minutes 41 seconds East, a distance of 221.90 feet to a 1/2" rebar capped LB 7039; thence South 60 degrees 26 minutes 28 seconds West, a distance of 147.41 feet to a 1/2" rebar capped LB 7039, and the Point of Beginning; thence North 33 degrees 58 minutes 57 seconds West, a

File Number: STC #119306

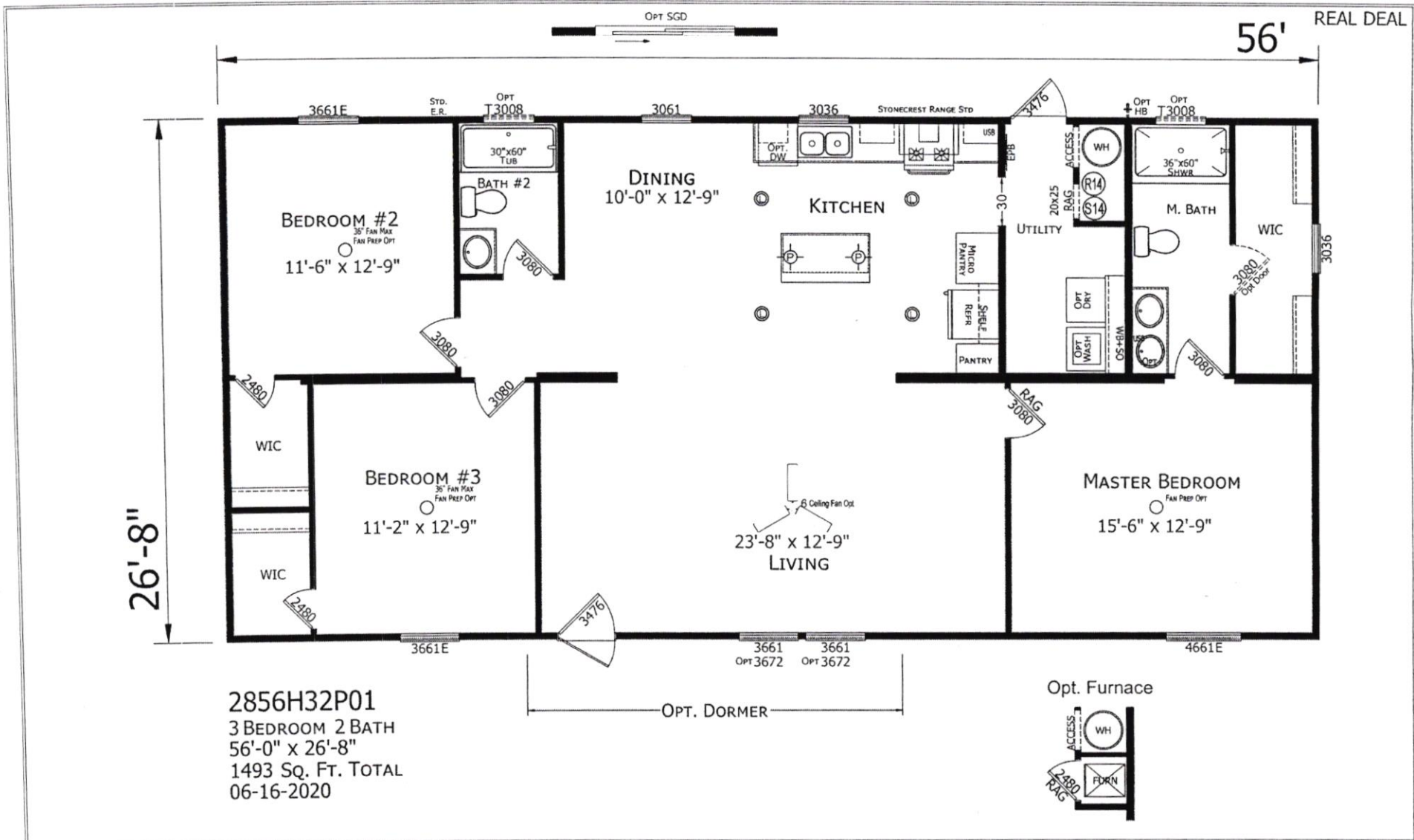
Legal Description with Non Homestead  
Closer's Choice

distance of 19.87 feet to a 1/2" rebar capped LB 3080; thence South 61 degrees 04 minutes 31 seconds West, a distance of 195.73 feet to a 1/2" rebar capped LB 3080 on the Northeast right-of-way line of CSX Railroad (a 200 foot right-of-way) thence South 31 degrees 04 minutes 07 seconds East, a distance of 216.60 feet along said right-of-way line to a 1/2" rebar capped LB 3080; thence North 61 degrees 04 minutes 31 seconds East, a distance of 206.76 feet to a 1/2" rebar capped LB 3080; thence North 33 degrees 58 minutes 57 seconds West, a distance of 197.42 feet to the Point of Beginning.

File Number: STC #119306

Legal Description with Non Homestead  
Closer's Choice





2856H32P01  
 3 BEDROOM 2 BATH  
 56'-0" x 26'-8"  
 1493 Sq. Ft. TOTAL  
 06-16-2020

**CHAMPION**  
 MANUFACTURED BEAUTIFULLY™  
 P.O. BOX 2097 HWY 100 EAST LAKE CITY, F. 32056

MODIFICATIONS	
1 ADDED CLOSET DOORS	5/13/20 BC
2 REVISED FOR LAKE CITY SPECS	6/16/20 BC

PROJECT: 2856H32P01 ALT1 56'-0" x 26'-8" 3 BD 2 BT
DRAWN BY: STAFF
DATE: 09-19-23
SCALE: 3/16" = 1'-0"

TITLE: LITERATURE PLAN
FILENAME: 2856H32P01 ALT1

SHEET: L-101 REAL DEAL
PROPRIETARY AND CONFIDENTIAL THESE DRAWINGS AND SPECIFICATIONS ARE ORIGINAL, PROPRIETARY AND CONFIDENTIAL MATERIALS OF CHAMPION. COPYRIGHT © 1976-2023 BY CHAMPION



FOR OFFICE USE ONLY

File # 20241004
Application Fee \$120.00 pd by cc
Filing Date: 10/4/24 By: LH
Acceptance Date: By:

Town of Hilliard
Development Investigation
Application

A. PROJECT

- 1. Address of Subject Property: 37074 Katelyn Way Hillard, Fl
2. Parcel ID Number(s): 05-3N-24-0000-0029-0020
3. Acreage of Project: 1.61

B. APPLICANT

- 1. Name of Applicant(s) or Contact Person(s): Lindsey Holder Title: Agent
Company (if applicable):
Mailing address: 609 Victorias Circle
City: St. Marys State: Ga ZIP: 31558
Telephone: (479) 935-7660 FAX: e-mail: flordiapermittng@gmail.com

C. ATTACHMENTS, if available (One copy, no larger than 8 1/2 x 11)

- 1. Site Plan of proposed development
2. Survey of proposed development
3. Design of the proposed of development
4. Vicinity map - indicating general location of the site and all abutting streets and properties (\*Required)
5. Statement of proposed development

D. APPLICATION FEE

- 1. \$100 plus \$20 per acre

FOR OFFICE USE ONLY DO NOT WRITE BELOW THIS LINE (REVIEWS ARE COMPLETED WITHIN 14 DAYS)

Zoning A-1 Reviewed By:
Water Service Available NO Location of Service Water service over 30 feet. No easment
Improvements Required for Water Service Well exception App w/ council Reviewed By: CH
Sewer Service Available NO Location of Service NO Sewer Service available
Improvements Required for Sewer Service Septic exception App w/ council Reviewed By: CH
Access onto Public Right of Way or Approved Private Road X Paved Road Unpaved Road X
Improvements Required for Access none-Private Road Reviewed By: CH
Temporary Culvert needed during construction? Y N X Location?

Town of Hilliard ♦15859 C.R. 108 ♦ Hilliard, FL 32046 ♦ (904) 845-3555

The upkeep of Katelyn Way is not the responsibility of the town. 10/8/2024



# AGENDA ITEM REPORT

## TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: November 7, 2024

FROM: **Cory Hobbs – Interim Public Works Director**

SUBJECT: Town Council approval of Septic Exception application 20241015.1, allowing for a septic system be placed within the Town boundary to serve a new dwelling unit at 37074 Katelyn Way.

**BACKGROUND:**

On October 10,2024, a development investigation was submitted for 37074 Katelyn Way. The recommendation of the Public Works Department is for a septic exception to be applied for as Katelyn Way is a private road and the Sewer connection would be approx. 285 feet, it would require a manhole and would have to cross private property to connect.

**Sec. 58-43. Exceptions.**

This article shall not be construed to require or entitle any person to cross the private property of another to make any such sewer or water connections.

**Sec. 58-42. With sewer system.**

The owner of each lot or parcel of land within the town, upon which lot or parcel of land any building or trailer used as a dwelling is now situated or shall be hereafter situated, for either residential, commercial or industrial use, shall connect or cause such building or trailer to be connected with the public sewer facilities of the municipal sewer system of the town, and use such facilities within 12 months following notification to do so by the town clerk. All such connections shall be made in accordance with rules and regulations which shall be adopted as necessary by the town council, which rules and regulations shall provide for a charge for making any such connections in such reasonable amounts as such town council may fix and determine. The owner may apply for an exception from the town council upon good cause shown.

**FINANCIAL IMPACT:**

None.

**RECOMMENDATION:**

Town Council approval of Septic Exception application 20241015.1. Allowing for a septic system be placed within the Town boundary to serve a new dwelling unit at 37074Katelyn Way with the following condition:  
Public works and/or the Land Use Administrator of the Town of Hilliard must approve proposed/staked out location of drain field before soil testing. If the location is moved due to test results a second location approval is needed prior to installation of drain field.



FOR OFFICE USE ONLY

File # 20241015.1

Application Fee: \$250. CL#1050

Filing Date: 10/15/24 by: KM

Acceptance Date: \_\_\_\_\_ by: \_\_\_\_\_

# Town of Hilliard Septic Tank Exception Application

### A. PROJECT

- 1. Project Name: Katelyn Way
- 2. Address of Subject Property: 37074 Katelyn Way Hilliard, FL
- 3. Parcel ID Number(s): 05-3N-24-000-0029-0020
- 4. Existing Use of Property: Vacant
- 5. Future Land Use Map Designation: Commercial
- 6. Zoning Designation: A-1
- 7. Acreage: 1.61

### B. APPLICANT/CONTRACTOR\*

- 1. Applicant's Status  Owner (title holder)  Agent
- 2. Name of Applicant(s) or Contact Person(s): Lindsey Holder Title: \_\_\_\_\_  
 Company (if applicable): \_\_\_\_\_  
 Mailing address: 1009 Victoria's circle  
 City: St Marys State: GA ZIP: 31558  
 Telephone: (779) 935-7460 FAX: ( ) e-mail: floridapermitting@gmail.com
- 3. Contractor:  
 Name of Contractor: Easton Brantley  
 Company (if applicable): Septic Select  
 Mailing address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 Telephone: ( ) FAX: ( ) e-mail: \_\_\_\_\_

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



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

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

D. FEE

1. \$250.00

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


**All 3 attachments are required for a complete application. A completeness review of the application will be conducted within fourteen (14) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.**

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

	_____
Signature of Applicant	Signature of Co-applicant
<u>Michael Lindstedt</u>	_____
Typed or printed name and title of applicant	Typed or printed name of co-applicant
<u>10/11/24</u>	_____
Date	Date
State of <u>Florida</u>	County of _____

The foregoing application is acknowledged before me this 11 day of Oct, 2024 by Michael Lindstedt, who is/are personally known to me, or who has/have produced \_\_\_\_\_ as identification.

NOTARY SEAL

  
 Signature of Notary Public, State of Florida



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

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

RAYNEY DAY INVESTMENTS, LLC  
SUB K  
450841 STATE ROAD 200  
CALLAHAN, FL 32011

VYSTAR CREDIT UNION  
542277 US HWY 1  
CALLAHAN, FL 32011

1050

10-14-24

PAY TO THE ORDER OF Town of Hilliard \$ 500.00  
Five hundred dollars & 0/100 DOLLARS

MEMO

37074 Septic/Well  
Katelyn Way Exemption

[Signature]  
AUTHORIZED SIGNATURE

⑈001050⑈ ⑆263079276⑆ 7902938068⑈

Prepared by:  
D. Gonzales  
Sunshine Title Corporation  
8613 Old Kings Road South, Suite 100  
Jacksonville, Florida 32217  
File Number: STC #119306

### General Warranty Deed

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Parcel ID Number: 05-3N-24-0000-0029-0020

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, [TYPE YEAR].

**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Richard Blandow  
Witness signature  
Witness Printed Name Richard Blandow  
Address: 18391 AVATION DR. Hilliard, FL 32046

Kevin Douglas Wright (Seal)  
Kevin Douglas Wright  
Address: 37113 Katelyn Way, Hilliard, Florida 32046

Altovis Scott  
Witness signature  
Witness Printed Name Altovis Scott  
Address: 11034 Haws Lane Jacksonville FL 32218

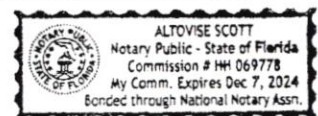
\_\_\_\_\_  
(Seal)  
Address:

State of Florida  
County of NASSAU

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this July 31, 2024, by Kevin Douglas Wright, who is/are personally known to me or who has produced FLDL as identification.

Altovis Scott  
Notary Public  
Print Name: Altovis Scott

DEED Individual Warranty Deed with Non-Homestead-Legal on Schedule A  
Closers' Choice



## Exhibit "A"

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ALSO AND TOGETHER WITH a Thirty (30) foot Easement for ingress and egress lying Thirty (30.0) feet Northerly and adjacent to the following describe line:

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Less and Except the following Parcels:

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A parcel of land situate in the Southeast One-Quarter (SE 1/4) of the Southeast One-Quarter (SE 1/4) of Section 5, Township 3 North, Range 23 East, Nassau County, Florida, also being a portion of those lands described in

File Number: STC #119306

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Closor's Choice

Official Records Book 939, Pages 168 and 169, of the public records of Nassau County, Florida, and being more particularly described as follows:

For a point of reference commence at the Southeast corner of aforesaid Section 5; thence North 01 degrees 34 minutes 00 seconds West, along the East line of aforesaid Section 5, a distance of 1,291.04 feet; thence South 87 degrees 18 minutes 00 seconds West a distance of 1,155.15 feet; thence South 29 degrees 54 minutes 00 seconds East a distance of 241.78 feet to a 4" round concrete monument at the Northeasterly corner of aforesaid lands described in Official Records Book 939, Pages 168 and 169; thence South 36 degrees 56 minutes 33 seconds East along the Easterly line of lands described in Official Records Book 939, Pages 168 and 169 aforesaid a distance of 221.96 feet to the Point of Beginning, thence continue South 36 degrees 56 minutes 33 seconds East, along said Easterly line, a distance of 283.84 feet to a 4" round concrete monument at the Southeasterly corner of lands described in Official Records Book 939, Pages 168 and 169 aforesaid; thence South 60 degrees 24 minutes 08 seconds West along the Southerly line of lands described in Official Records Book 939, Pages 168 and 169 a distance of 162.01 feet; thence North 34 degrees 01 minutes 07 seconds West, a distance of 282.35 feet; thence North 60 degrees 24 minutes 08 seconds East, a distance of 147.88 feet to the Point of Beginning.

Parcel 2:

Part of the Southeasterly 1/4 of the Southeasterly 1/4 of Section 5, Township 3 North, Range 23 East, Nassau County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 5, thence North 01 degrees 34 minutes 00 seconds West along the East line of Section 5, a distance of 1,291.04 feet; thence South 87 degrees 18 minutes 00 seconds West a distance of 1,155.15 feet; thence South 29 degrees 54 minutes 00 seconds East, a distance of 241.78 feet to a 4 inch round concrete monument; thence South 36 degrees 54 minutes 41 seconds East a distance of 221.90 feet to a 1/2 inch rebar capped LB 7039; thence South 60 degrees 26 minutes 28 seconds West, a distance of 147.41 feet to a 1/2 inch rebar capped LB 7039; thence South 33 degrees 58 minutes 57 seconds East, a distance of 197.42 feet to a 1/2 inch rebar capped LB 3080 and the POINT OF BEGINNING; thence South 33 degrees 58 minutes 57 seconds East, a distance of 85.00 feet to a 1/2 inch rebar capped LB 7039; thence South 60 degrees 27 minutes 13 seconds West, a distance of 211.00 feet to a 1/2 inch iron and the Northeast Right-of-Way line of CSX Railroad (a 200.0 foot Right-of-Way); thence North 31 degrees 04 minutes 07 seconds West, a distance of 87.02 feet along said Right-of-Way line to a 1/2 inch rebar capped LB 3080; thence North 61 degrees 04 minutes 31 seconds East, a distance of 206.76 feet to the POINT OF BEGINNING.

Parcel 3:

Part of the Southeasterly 1/4 of the Southeasterly 1/4, of Section 5, Township 3 North Range 24 East, Nassau County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 5, thence North 01 degrees 34 minutes 00 seconds West along the East line of Section 5, a distance of 1,291.04 feet, thence South 87 degrees 18 minutes 00 seconds West, a distance of 1,155.15 feet, thence South 29 degrees 54 minutes 00 seconds East, a distance of 241.78 feet to a 4" round concrete monument; thence South 36 degrees 54 minutes 41 seconds East, a distance of 221.90 feet to a 1/2" rebar capped LB 7039; thence South 60 degrees 26 minutes 28 seconds West, a distance of 147.41 feet to a 1/2" rebar capped LB 7039, and the Point of Beginning; thence North 33 degrees 58 minutes 57 seconds West, a

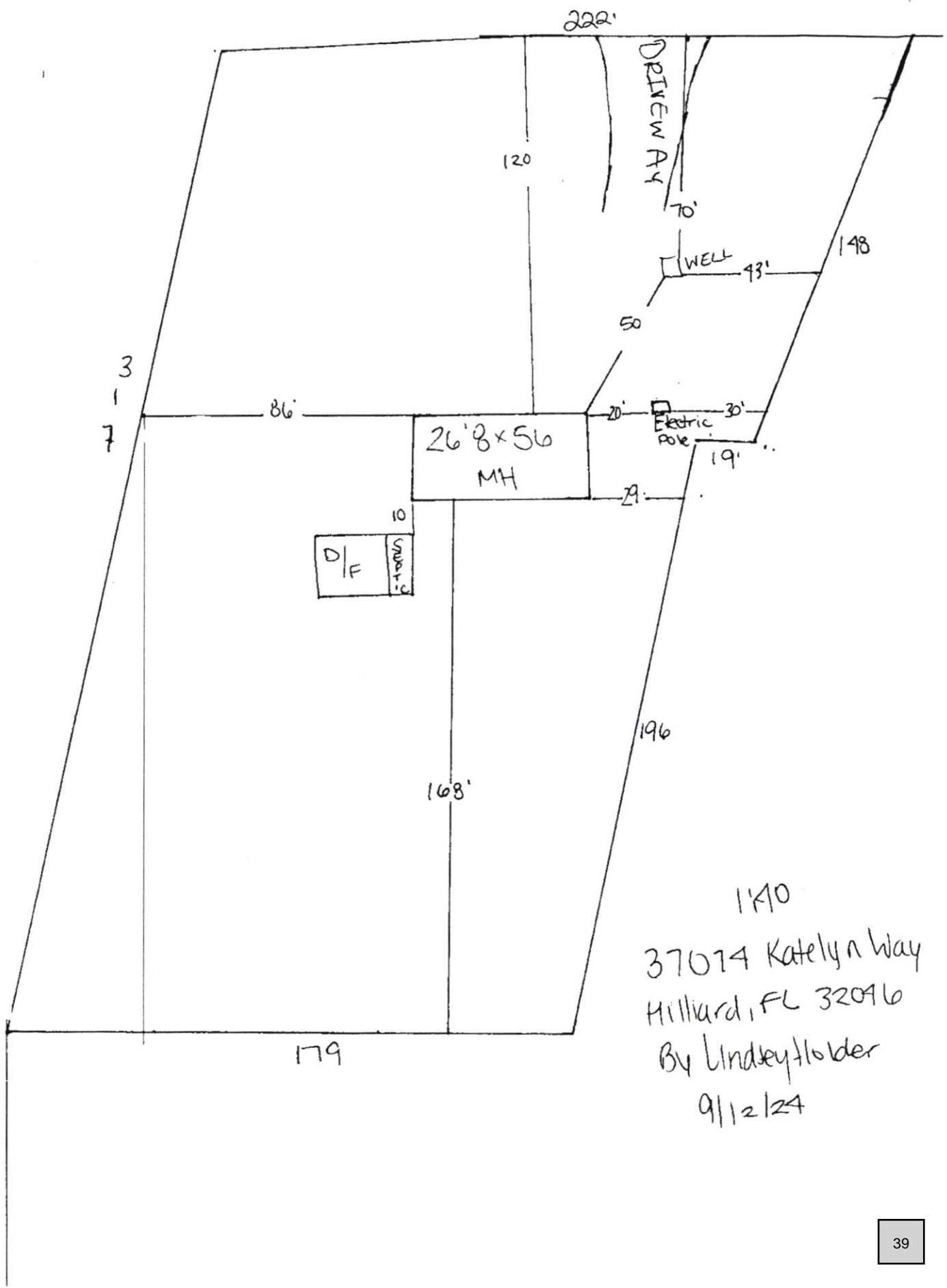
File Number: STC #119306

Legal Description with Non Homestead  
Closer's Choice

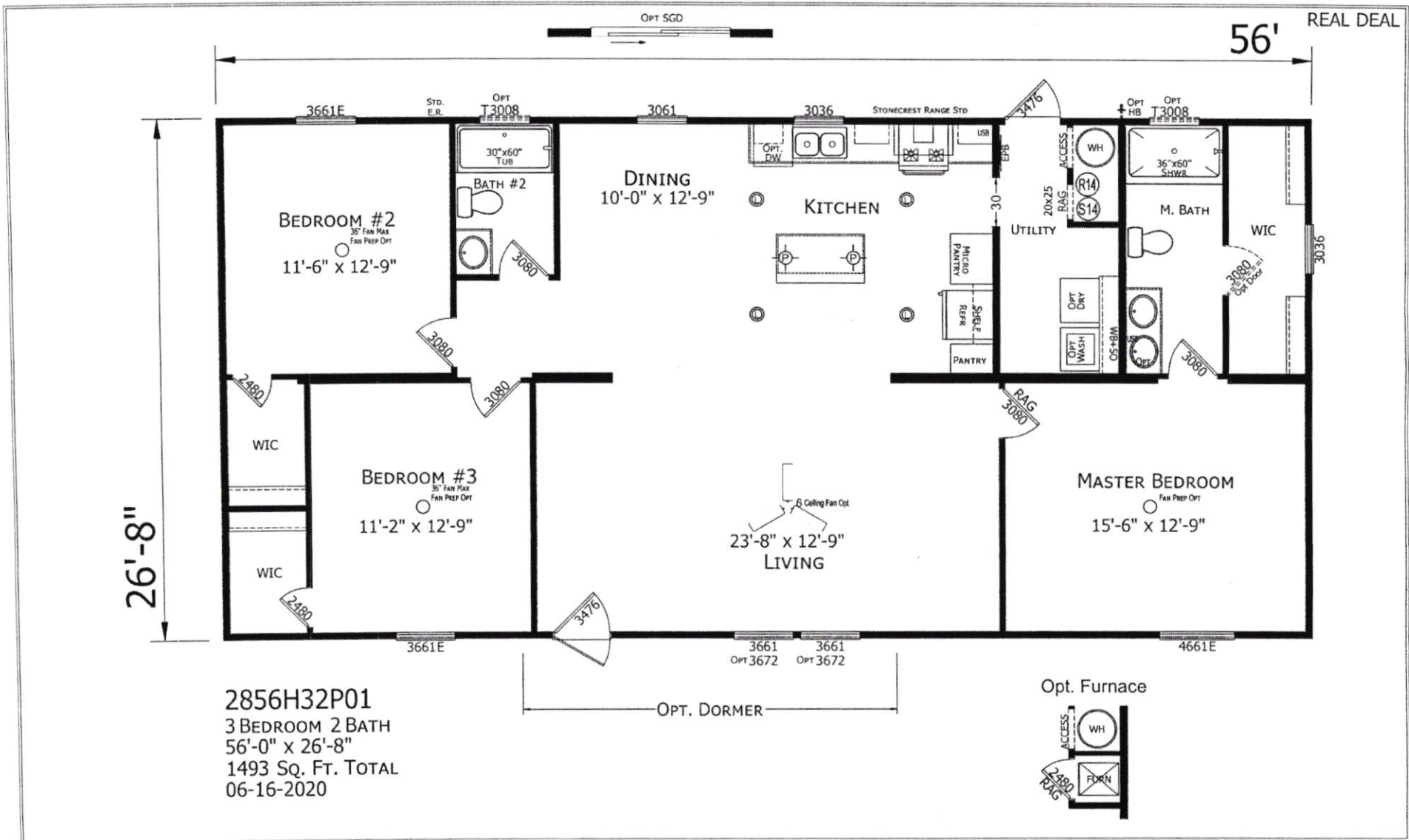
distance of 19.87 feet to a 1/2" rebar capped LB 3080; thence South 61 degrees 04 minutes 31 seconds West, a distance of 195.73 feet to a 1/2" rebar capped LB 3080 on the Northeast right-of-way line of CSX Railroad (a 200 foot right-of-way) thence South 31 degrees 04 minutes 07 seconds East, a distance of 216.60 feet along said right-of-way line to a 1/2" rebar capped LB 3080; thence North 61 degrees 04 minutes 31 seconds East, a distance of 206.76 feet to a 1/2" rebar capped LB 3080; thence North 33 degrees 58 minutes 57 seconds West, a distance of 197.42 feet to the Point of Beginning.

File Number: STC #119306

Legal Description with Non Homestead  
Closer's Choice

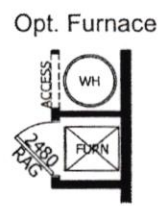


1110  
37074 Katelyn Way  
Hilliard, FL 32096  
By Lindsey Holder  
9/12/24



2856H32P01  
 3 BEDROOM 2 BATH  
 56'-0" x 26'-8"  
 1493 Sq. Ft. TOTAL  
 06-16-2020

OPT. DORMER



<b>CHAMPION</b> MANUFACTURED BEAUTIFULLY™ P.O. BOX 2097 HWY 100 EAST LAKE CITY, F. 32056	MODIFICATIONS 1 ADDED CLOSET DOORS 5/13/20 BC 2 REVISED FOR LAKE CITY SPECS 6/16/20 BC	PROJECT: 2856H32P01 ALT1 56'-0" x 26'-8" 3 BD 2 BT	TITLE: LITERATURE PLAN FILENAME: 2856H32P01 ALT1	SHEET: L-101 REAL DEAL <small>PROPRIETARY AND CONFIDENTIAL                  THESE DRAWINGS AND SPECIFICATIONS ARE ORIGINAL,                  PROPRIETARY AND CONFIDENTIAL. MATERIALS OF CHAMPION.                  COPYRIGHT © 1976-2022 BY CHAMPION</small>
	DRAWN BY: STAFF DATE: 09-19-23 SCALE: 3/16" = 1'-0"			





FOR OFFICE USE ONLY

File # 20241004

Application Fee \$ 120.00 pd by cc

Filing Date: 10/4/24 By: LH

Acceptance Date: \_\_\_\_\_ By: \_\_\_\_\_

# Town of Hilliard Development Investigation Application

**A. PROJECT**

1. Address of Subject Property: 37074 Katelyn Way Hilliard, Fl
2. Parcel ID Number(s): 05-3N-24-0000-0029-0020
3. Acreage of Project: 1.61

**B. APPLICANT**

1. Name of Applicant(s) or Contact Person(s): Lindsey Holder Title: Agent
- Company (if applicable): \_\_\_\_\_
- Mailing address: 609 Victorias Circle
- City: St. Marys State: Ga ZIP: 31558
- Telephone: (479) 935-7660 FAX: ( ) e-mail: flordiapermittng@gmail.com

**C. ATTACHMENTS, if available (One copy, no larger than 8 1/2 x 11)**

1. Site Plan of proposed development
2. Survey of proposed development
3. Design of the proposed of development
4. Vicinity map - indicating general location of the site and all abutting streets and properties (\*Required)
5. Statement of proposed development

**D. APPLICATION FEE**

1. \$100 plus \$20 per acre

FOR OFFICE USE ONLY DO NOT WRITE BELOW THIS LINE (REVIEWS ARE COMPLETED WITHIN 14 DAYS)

Zoning A-1 Reviewed By: [Signature]

Water Service Available NO Location of Service Water service over 30 feet. No easment

Improvements Required for Water Service Well exception App w/ council Reviewed By: CH

Sewer Service Available NO Location of Service NO Sewer Service available

Improvements Required for Sewer Service Septic exception App w/ Council Reviewed By: CH

Access onto Public Right of Way or Approved Private Road X Paved Road \_\_\_\_\_ Unpaved Road X

Improvements Required for Access none - Private Road Reviewed By: CH [Signature]

Temporary Culvert needed during construction? Y \_\_\_\_\_ N X Location? \_\_\_\_\_

Town of Hilliard ♦ 15859 C.R. 108 ♦ Hilliard, FL 32046 ♦ (904) 845-3555

The upkeep of Katelyn Way is not the responsibility of the town. [Signature] 10/8/2024



## AGENDA ITEM REPORT TOWN OF HILLIARD, FLORIDA

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TO: Town Council Regular Meeting Meeting Date: November 7, 2024

FROM: *Lisa Purvis, MMC – Town Clerk*

SUBJECT: Town Council to decide what item(s) will be presented at the Nassau County Legislative Delegation Public Hearing that will be held on Wednesday, November 13, 2024, for Legislative Appropriation Funding consideration.

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### **BACKGROUND:**

See attached.

### **FINANCIAL IMPACT:**

Grant Funding.

### **RECOMMENDATION:**

Town Council to decide what item(s) will be presented for funding at the Nassau Delegation that will be held on November 13, 2024.



# Nassau County Legislative Delegation

**SENATOR**  
CLAY YARBOROUGH

**REPRESENTATIVE**  
DEAN BLACK

October 2, 2024

**FOR IMMEDIATE RELEASE**

Contact: Kellie Walker (904) 723-2035  
[Walker.Kellie@flsenate.gov](mailto:Walker.Kellie@flsenate.gov)

**SENATOR CLAY YARBOROUGH AND REPRESENTATIVE DEAN BLACK  
ANNOUNCE NASSAU LEGISLATIVE DELEGATION MEETING DATE AND DEADLINE**

NASSAU COUNTY, FL – State Senator Clay Yarborough and State Representative Dean Black announce that the Organizational Meeting to elect the 2025 Delegation Chair and Vice Chair and the general legislative public hearing will be on Wednesday, November 13, 2024, from 12:00 p.m. to 3:00 p.m. in the Nassau County Board of County Commissioners Chamber, James Page Government Complex, located at 96135 Nassau Place, Yulee, FL 32097.

For placement on the meeting agenda, complete the Speaker’s Request Forms and all materials/handouts must be submitted to Kellie Walker via U.S. mail at 1615 Huffingham Rd, Suite 1, Jacksonville, FL 32216, or email [Walker.Kellie@flsenate.gov](mailto:Walker.Kellie@flsenate.gov) by close of business on Friday, **November 8, 2024.**

If submitting materials/handouts via U.S. mail, individuals are asked to provide four (4) sets of three-hole-punched, 8 ½ x 11 copies, and use the Speaker’s Request Form as a cover sheet to be included in the Members’ meeting packets.

Questions may be directed to Kellie Walker, Office of Senator Clay Yarborough, at 904-723-2035 or by emailing [Walker.Kellie@flsenate.gov](mailto:Walker.Kellie@flsenate.gov).

In accordance with the Americans with Disabilities Act (ADA) and Chapter 286.26, Florida Statutes, persons in need of special accommodations to participate in the meetings, including agendas, interpreters, or assisted listening devices, should contact Kellie Walker at 904-723-2035 or [Walker.Kellie@flsenate.gov](mailto:Walker.Kellie@flsenate.gov) by close of business on Friday, November 8, 2024. All Nassau Legislative Delegation meetings are open to the public.

**2025 LEGISLATIVE SESSION  
PUBLIC HEARING  
APPEARANCE RECORD**

NAME OF SPEAKER: Lisa Purvis, Town Clerk  
 CONTACT PERSON: Lisa Purvis, Town Clerk  
 NAME OF ORGANIZATION: Town of Hilliard  
 PO Box 249 – 15859 West CR 108  
 Hilliard, FL 32046  
 PHONE: (904) 845-3555 Office  
 EMAIL: [lpurvis@townofhilliard.com](mailto:lpurvis@townofhilliard.com)

TOPIC TO BE DISCUSSED: SEWER REHABILITATION – #1 PRIORITY  
 PROPONENT & INFORMATION  
 HANDOUTS TO FOLLOW

COMMENTS/ REQUESTS:

- Immediate funding for sewer rehabilitation is essential to meet the Town’s infrastructure needs.
- Many of the Town’s sewer lines, made of aging clay pipes installed in the late 1970s, are cracked and allowing stormwater infiltration.
- The infiltration of stormwater into the sewer system leads to increased costs, as the Town must treat this additional water at the wastewater treatment plant, adding thousands in annual operating expenses.
- Stormwater is also consuming capacity needed for the Town’s growing population and infrastructure demands.
- To address this, the Town is pursuing financial support through the Florida Department of Environmental Protection’s Clean Water State Revolving Fund Program.
- Additionally, the Town has allocated a portion of the American Recovery Funds to cover the Town’s 50% loan portion, for the planning and design phases. The Town is requesting that funds be incorporated into the Legislative Appropriations Bill to cover the Town’s 30% portion of the construction phase loan.

**ENGINEER'S OPINION OF PROBABLE PROJECT COST  
SEWER SYSTEM REHABILITATION  
TOWN OF HILLIARD, FLORIDA  
Mittauer & Associates, Inc. Project No. 9610-53-1  
9/20/2023**

**A. ESTIMATED CONSTRUCTION COST**

Item No.	Description	Quantity	Unit	Unit Price	Cost
1	Mobilization & General Conditions	1	LS	\$741,500	\$741,500
2	CIPP Liner				
a.	8" VCP	46,500	LF	\$60	\$2,790,000
b.	8" CIP	1,000	LF	\$100	\$100,000
3	Install New Manhole	11	each	\$15,000	\$165,000
4	Manhole Rehabilitation	140	each	\$7,500	\$1,050,000
5	Point Repairs	48	each	\$40,000	\$1,920,000
6	PVC Force Main				
a.	8"	1,100	LF	\$90	\$99,000
b.	6"	3,300	LF	\$75	\$247,500
7	Lift Station Rehabilitation	1	each	\$300,000	\$300,000
<b>ESTIMATED CONSTRUCTION =</b>					<b>\$7,413,000</b>
<b>CONST. CONTINGENCY (20%) =</b>					<b>\$1,482,600</b>
<b>TOTAL ESTIMATED CONST. =</b>					<b>\$8,895,600</b>

**B. ESTIMATED NON-CONSTRUCTION COSTS**

Item No.	Description	Cost
1	Preliminary Engineering	\$60,000
2	Sewer System Evaluation Survey	\$450,000
3	Topographic Surveying	\$118,000
4	Design (\$8,895,600*8.43%*70%)	\$524,900
5	Permitting (FDEP, Nassau County, FDOT)	\$12,000
6	Bidding & Award (\$8,895,600*8.43%*1%)	\$7,500
7	Const. Admin. (\$8,895,600*8.43%*29%)	\$217,500
8	Resident Observation (65 weeks)	\$280,800
9	Record Drawings, GIS	\$50,000
<b>TOTAL NON-CONSTRUCTION COSTS</b>		<b>\$1,720,700</b>

<b>TOTAL ESTIMATED PROJECT COST =</b>	<b>\$10,616,300</b>
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**ENGINEER'S OPINION OF PROBABLE PROJECT COST  
SEWER SYSTEM REHABILITATION  
TOWN OF HILLIARD, FLORIDA  
Mittauer & Associates, Inc. Project No. 9610-53-1  
11/4/2024**

**A. ESTIMATED CONSTRUCTION COST**

Item No.	Description	Quantity	Unit	Unit Price	Cost
1	Mobilization & General Conditions	1	LS	\$812,000	\$812,000
2	CIPP Liner				
a.	8" VCP	46,500	LF	\$60	\$2,790,000
b.	8" CIP	1,000	LF	\$100	\$100,000
3	Install New Manhole	11	each	\$20,000	\$220,000
4	Manhole Rehabilitation	140	each	\$8,000	\$1,120,000
5	Point Repairs	48	each	\$50,000	\$2,400,000
6	PVC Force Main				
a.	8"	1,100	LF	\$100	\$110,000
b.	6"	3,300	LF	\$80	\$264,000
7	Lift Station Rehabilitation	1	each	\$300,000	\$300,000
<b>ESTIMATED CONSTRUCTION =</b>					<b>\$8,116,000</b>
<b>CONST. CONTINGENCY (20%) =</b>					<b>\$1,623,200</b>
<b>TOTAL ESTIMATED CONST. =</b>					<b>\$9,739,200</b>

**B. ESTIMATED NON-CONSTRUCTION COSTS**

Item No.	Description	Cost
1	Preliminary Engineering	\$60,000
2	Sewer System Evaluation Survey	\$450,000
3	Topographic Surveying	\$118,000
4	Design (\$9,739,200*8.35%*70%)	\$569,300
5	Permitting (FDEP, Nassau County, FDOT)	\$12,000
6	Bidding & Award (\$8,895,600*8.35%*1%)	\$8,100
7	Const. Admin. (\$8,895,600*8.35%*29%)	\$235,800
8	Resident Observation (65 weeks)	\$280,800
9	Record Drawings, GIS	\$50,000
<b>TOTAL NON-CONSTRUCTION COSTS</b>		<b>\$1,784,000</b>

<b>TOTAL ESTIMATED PROJECT COST =</b>	<b>\$11,523,200</b>
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# Town of Hilliard

Sewer System Rehabilitation

Hilliard Town Hall / Council Chambers

Monday, June 3, 2024

Presented by Mittauer & Associates, Inc.





# Discussion Outline

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- Hilliard and Mittauer & Associates, Inc.
- Hilliard's Sanitary Sewer Collection System Needs
- Clean Water State Revolving Funding
- Funding Programs / Opportunities
- Questions, Comments, & Next Steps



# Hilliard & Mittauer

Nearly Three Decades of Successful Projects

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- Mittauer & Associates, Inc. has served the Town of Hilliard **since 1996 (28 years)**
- 50+ projects completed or underway, which have included:
  - Infrastructure Projects; Studies for Improvements; Permits & Renewals; and Development Reviews

## Here today:

- Tim Norman, P.E. | Vice President
- John Petrohovich II | Project & Funding Specialist

# Sanitary Sewer Collection System (SSCS) Needs

## Key Issues

- **Aging & Deteriorated System:** The existing SSCS is aged and deteriorated, leading to significant I/I and costly repairs.
- **Groundwater and Stormwater Entry:** Excessive groundwater and stormwater infiltrate the system.
- **Increased Processing Costs:** Blended I/I and wastewater must be processed at the WWTF, raising costs.
- **Excessive Wear on WWTF:** I/I causes wear and tear on treatment systems.
- **System Overflows:** Stormwater-induced I/I leads to surges, causing overflows in the SSCS.
- **Public Health Risks:** Uncontrolled discharge of untreated sewage poses a health and safety threat to the community.

## Known Needs

- Point repairs
- Pipe replacements
- Slip lining/Cure in Place Pipe (CIPP)
- Manhole replacement, rehab, and/or lining
- Lift Station Rehab
- Extensions (septic-to-sewer)

# Hilliard's Water & Sewer Financial Picture | 2023 Audit

In the current year, the Enterprise Fund showed an overall increase in Unrestricted Net Position of \$1,503,995. This was primarily due to the transfer of over \$1.6 million in funds that were saved by using federal COVID grants to cover operational expenses in the General Fund. The increase does not reflect the operational performance of the Town's Enterprise Fund as a whole.

To correct these deteriorating financial conditions, we recommend that the Town continue to implement strict measures during the budget cycle to ensure that revenues are sufficient to fund expenditures and replenish the needed fiscal reserves in the Enterprise Fund. Additionally, we would recommend that beyond what the Town already does with MCI to assess rates, that it perform a rate study through Florida Rural Water that will help to bring billing rates in line with amounts that will provide sufficient revenue to meet the annual costs of providing utility services to its constituency.

TOWN OF HILLIARD, FLORIDA PROPRIETARY FUND	
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION For the Fiscal Year Ended September 30, 2023	
	Water and Sewer Fund
<b>OPERATING REVENUES</b>	
Water sales	\$ 555,779
Sewer sales	557,543
Fees and penalties	280,787
<b>Total operating revenues</b>	<b>1,394,109</b>
<b>OPERATING EXPENSES</b>	
Water utility	
Personnel services	372,897
General expenses	497,652
Sewer utility	
Personnel services	248,598
General expenses	331,768
Depreciation expense	564,284
<b>Total operating expenses</b>	<b>2,015,199</b>
<b>Total operating (loss)</b>	<b>(621,090)</b>

Since 2015, the Town has consistently experienced operating losses in the Water and Sewer Fund due to the frequent and costly emergency repairs required by its aged and deteriorating sewer system. These ongoing issues have significantly contributed to the Town's financial challenges and highlight the urgent need for infrastructure improvements.

TOWN OF HILLIARD, FLORIDA PROPRIETARY FUNDS	
STATEMENT OF CASH FLOWS For the Fiscal Year Ended September 30, 2023	
	Water and Sewer Fund
<b>Cash flows from operating activities:</b>	
Cash received from customers	\$ 1,283,107
Cash paid to suppliers	(1,043,434)
Cash paid to employees	(549,676)
<b>Net cash provided by operating activities</b>	<b>(310,003)</b>
<b>Cash flows from non-capital related financing activities:</b>	
Rental and lease income	19,491
Miscellaneous revenues	7,363
Transfers from other funds	1,909,439
<b>Net cash provided by non-capital related financing activities</b>	<b>1,936,293</b>
<b>Cash flows used for capital and related financing activities:</b>	
Grant receipts	116,727
Principal payments	(95,000)
Interest payments	(121,643)
Acquisition and construction of capital assets	(177,602)
<b>Net cash used for capital and related financing activities</b>	<b>(277,518)</b>
<b>Cash flows from investing activities:</b>	
Investment income	89,818
<b>Net cash provided by investing activities</b>	<b>89,818</b>
<b>Net change in cash</b>	<b>1,438,590</b>
Cash at beginning of year	1,384,423
Cash at end of year	\$ 2,823,013
<b>Reconciliation of operating loss to net cash provided by operating activities:</b>	
Operating loss	\$ (621,090)



**ENGINEER'S OPINION OF PROBABLE PROJECT COST**  
**SEWER SYSTEM REHABILITATION**  
**TOWN OF HILLIARD, FLORIDA**  
**Mittauer & Associates, Inc. Project No. 9610-53-1**  
**6/3/2024**

**A. ESTIMATED CONSTRUCTION COST**

Item No.	Description	Quantity	Unit	Unit Price	Cost
1	Mobilization & General Conditions	1	LS	\$768,000	\$768,000
2	CIPP Liner				
a.	8" VCP	46,500	LF	\$60	\$2,790,000
b.	8" CIP	1,000	LF	\$100	\$100,000
3	Replace Existing Manhole	11	each	\$50,000	\$550,000
4	Manhole Rehabilitation	140	each	\$7,500	\$1,050,000
5	Point Repairs	48	each	\$40,000	\$1,920,000
6	Lift Station Rehabilitation	2	each	\$250,000	\$500,000
<b>ESTIMATED CONSTRUCTION =</b>					<b>\$7,678,000</b>
<b>CONST. CONTINGENCY (20%) =</b>					<b>\$1,535,600</b>
<b>TOTAL ESTIMATED CONST. =</b>					<b>\$9,213,600</b>

**B. ESTIMATED NON-CONSTRUCTION COSTS**

Item No.	Description	Cost
1	Preliminary Engineering	\$60,000
2	Sewer System Evaluation Survey	\$450,500
3	Topographic Surveying	\$118,000
4	Design (\$9,213,600*8.56%*70%)	\$552,100
5	Permitting (FDEP, Nassau County, FDOT)	\$12,000
6	Bidding & Award (\$9,213,600*8.56%*1%)	\$7,900
7	Const. Admin. (\$9,213,600*8.56%*29%)	\$228,700
8	Resident Observation (65 weeks)	\$280,800
9	Record Drawings, GIS	\$50,000
<b>TOTAL NON-CONSTRUCTION COSTS</b>		<b>\$1,760,000</b>
<b>TOTAL ESTIMATED PROJECT COST =</b>		<b>\$10,973,600</b>

# Clean Water State Revolving Fund (CWSRF)

## Planning Phase

- Estimated Cost: \$510,500
- 50% Grant / 50% Loan
- 1.68% Interest Rate amortized over 10 years
- 20 semiannual payments of ≈\$13,923
- Total Town Cost: ≈\$278,459

## Design Phase

- Estimated Cost: \$682,100
- 50% Grant / 50% Loan
- 1.68% Interest Rate amortized over 10 years
- 20 semiannual payments of ≈\$18,603
- Total Town Cost: ≈\$372,060

## Construction Phase

- Estimated Cost: \$9,781,000
- 70% Grant / 30% Loan
- 1.18% Interest Rate amortized over 20 years
- 40 semiannual payments of ≈\$82,597
- Total Town Cost: ≈\$3,303,891
- Construction can be Phased





# Potential Funding Sources and Partners



<p><b>Hilliard Median Household Income as of 2023: \$67,917</b></p> <p><b>Florida State Median Household Income as of 2023: \$68,457</b></p> <p><b>Population (2023): 3,090</b></p>	<p><b>FloridaCommerce Community Development Block Grant (CDBG) Neighborhood Revitalization (NR)</b></p>	<p><b>FloridaCommerce Rural Infrastructure Fund (RIF)</b></p>	<p><b>FloridaCommerce CDBG-MIT (Mitigation)</b></p>	<p><b>FDEP State Revolving Fund (SRF)</b></p>	<p><b>FDEP Water Improvement Grants (WQI)</b></p>
<p><b>Projects Supported</b></p>	<ul style="list-style-type: none"> <li>Water &amp; Sewer Improvements</li> <li>Street &amp; Sidewalk Improvements</li> <li>Drainage / Stormwater Improvements</li> </ul>	<ul style="list-style-type: none"> <li>Planning and construction for necessary investments in water, sewer, stormwater</li> <li>Improvements to public infrastructure for industrial or commercial sites</li> <li>Projects aimed at addressing inadequate infrastructure that has resulted in regulatory action, such as Administrative Orders or Consent Orders, are eligible.</li> </ul>	<ul style="list-style-type: none"> <li>Mitigate risks and vulnerabilities associated with natural disasters</li> <li>Make vulnerable infrastructure more resilient</li> </ul>	<ul style="list-style-type: none"> <li>Clean Water (CW) SRF: Low-interest loans/grants to <b>plan, design, and build</b> wastewater and stormwater projects</li> <li>Drinking Water (DW) SRF: Low-interest loans/grants to <b>plan, design, and build</b> public water facilities</li> <li>Hilliard is eligible for 50% Principal Forgiveness for Planning &amp; Design and 70% for Construction</li> </ul>	<p>Addresses wastewater (including septic-to-sewer), stormwater and agricultural sources of nutrients in waterbodies that are not attaining nutrient or nutrient-related standards</p>
<p><b>Available Funding</b></p>	<ul style="list-style-type: none"> <li>\$18 - \$26M annually</li> <li>Typical project size ranges from \$600K to \$750K based on Low-to-Moderate Income population served by project</li> </ul>	<ul style="list-style-type: none"> <li>Expected to be \$25M available for FY24/25</li> <li>Awards sizes vary based on <b>job-creating/job-retaining component</b> and application competitiveness</li> </ul>	<ul style="list-style-type: none"> <li>≈\$633M for Rounds I &amp; II (first-of-its-kind program)</li> <li>Our understanding is program has halted at Round II</li> </ul>	<p>Due to influx of funding from the Bipartisan Infrastructure Law (BIL):</p> <ul style="list-style-type: none"> <li>CWSRF   <b>≈\$90M per year until 2026</b></li> <li>DWSRF   <b>≈\$105M per year until 2026</b></li> </ul>	<p>FY 24/25 - \$135M</p>
<p><b>Hilliard's Eligibility</b></p>	<ul style="list-style-type: none"> <li>Town has \$700K open project (Water Main Replacements)</li> <li>Can only have one (1) grant open at a time</li> </ul>	<p><b>Total Participation Grant:</b></p> <ul style="list-style-type: none"> <li>75%-100% of total infrastructure costs</li> </ul> <p><b>Planning &amp; Preparation Grant:</b></p> <p>Infrastructure feasibility studies, design and engineering activities, or other infrastructure planning and preparation activities</p> <ul style="list-style-type: none"> <li>\$50K for 100 jobs</li> <li>\$150K for 300 jobs</li> <li>\$300K for "rural" communities - <b>not subject to job component</b></li> </ul>	<ul style="list-style-type: none"> <li>Hilliard previously applied to program, but the program is currently discontinued</li> </ul>	<p><b>Planning and/or Design Phase</b></p> <ul style="list-style-type: none"> <li>50% Principal Forgiveness (PF/Grant) / 50% Loan</li> <li>≈1.68% Interest for 10-year amortization</li> </ul> <p><b>Construction Phase</b></p> <ul style="list-style-type: none"> <li>70% PF / 30% Loan</li> <li>≈1.18% Interest for 20-year amortization</li> </ul> <p>Current PF, Loan, and Interest Rates based on conversation with SRF from May 2024 using 2022 census data</p>	<ul style="list-style-type: none"> <li>Hilliard is located near Little Saint Mary's River and Mills Creek - both classified as Waters Not Attaining Standards</li> <li>Town would compete against projects throughout state that are located within Basin Management Action Plans (BMAPs) and other rural areas of opportunity</li> </ul>

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<p><b>Hilliard Median Household Income as of 2023: \$67,917</b></p> <p><b>Florida State Median Household Income as of 2023: \$68,457</b></p> <p><b>Population (2023): 3,090</b></p>	<p><b>USDA Rural Development (RD)</b></p>	<p><b>American Rescue Plan Act (ARPA) Funds</b></p>	<p><b>St. Johns River Water Management District REDI Cost-Share Program</b></p>	<p><b>Legislative Appropriations</b></p>
<p><b>Projects Supported</b></p>	<ul style="list-style-type: none"> <li>• Drinking water sourcing, treatment, storage, and distribution</li> <li>• Sewer collection, transmission, treatment, and disposal</li> <li>• Solid waste collection, disposal, and closure</li> <li>• Storm water collection, transmission, and disposal</li> </ul>	<ul style="list-style-type: none"> <li>• Infrastructure Projects: Funding can be allocated to improve public infrastructure, such as water and sewer systems, broadband expansion, and other critical community needs</li> </ul>	<ul style="list-style-type: none"> <li>• Common types of projects: <ul style="list-style-type: none"> <li>• Construction, construction engineering and inspection services</li> <li>• Improved nutrient treatment processes of existing wastewater treatment facilities</li> <li>• Pumping stations and storage facilities, expansion of central sewer for onsite sewage treatment and disposal system (OSTDS) connections</li> <li>• Water quality best management practices, low impact development projects with a net water quality benefit</li> <li>• Certain flood control projects, and natural systems restoration and enhancement.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Some of the most common projects submitted include: <ul style="list-style-type: none"> <li>• <b>Agriculture and Rural Development:</b> Projects to support agricultural communities and rural development efforts</li> <li>• <b>Infrastructure Projects:</b> Funding requests for roads, bridges, public transit systems, airports, and other essential infrastructure improvements</li> <li>• <b>Environmental Conservation:</b> Projects focused on preserving natural resources, protecting the environment, and promoting sustainability</li> </ul> </li> </ul>
<p><b>Available Funding</b></p>	<ul style="list-style-type: none"> <li>• FY23 <ul style="list-style-type: none"> <li>• \$1.4 billion in regular direct loans and \$50 million in guaranteed loans for water and waste disposal facilities</li> <li>• Maximum project size depends on the specific needs, scope, and financial viability of the project.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• As of June 3, 2024, the Town has \$1,643,286 in ARPA funds</li> <li>• <b>Option:</b> Use \$620,000 of ARPA funds to pay off 1996 Bond and use remaining funds (\$1,023,286) for infrastructure (SRF) projects</li> </ul>	<p>As of FY25 the District no longer has its own cost-share funding.</p> <p>The District accepts applications for funding for Alternative Water Supply, Water Conservation, Springs enhancement, restoration, and/or protection projects; however, applications are reviewed and ranked by the Governing Board and are then submitted to FDEP for funding consideration.</p>	<p>Available funding varies based on State Budget, and each appropriation is subject to be vetoed, or to receive less / more funding than requested</p>
<p><b>Hilliard's Eligibility</b></p>	<ul style="list-style-type: none"> <li>• Grant Percentage: 45%</li> <li>• Loan Percentage 55%</li> <li>• Interest Rate: ≈2.875%</li> <li>• 40-year Loan Term</li> </ul>	<ul style="list-style-type: none"> <li>• As of May 17, 2023, Hilliard was cleared to begin utilizing ARPA funds</li> <li>• Deadline for expenditure of funds is December 31, 2024. However, the Treasury allows some recipients to extend the deadline for certain specific programs or projects until December 31, 2026, as long as they meet specific criteria.</li> </ul>	<ul style="list-style-type: none"> <li>• Funding was previously limited exclusively to construction-related costs, except REDI communities could include operation and maintenance projects; FDEP programs typically include full project costs.</li> <li>• Hilliard is a REDI community, so applications are accepted and scored based on project effectiveness, readiness, and benefit without having to provide a local match/contribution.</li> </ul>	<ul style="list-style-type: none"> <li>• Two types of Legislative Appropriations: House &amp; Senate</li> <li>• Can be submitted each year to designated Representative or Senator typically from November to February</li> <li>• <b>Hilliard House Representative: Dean Black (District 15)</b></li> <li>• <b>Hilliard Florida Senator: Clay Yarbo (District 4)</b></li> </ul>

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Thank you, Hilliard

# Questions, Comments, & Next Steps

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# Florida Department of Environmental Protection

## REQUEST FOR INCLUSION ON THE CLEAN WATER PRIORITY LIST

Clean Water State Revolving Fund Program  
3900 Commonwealth Blvd., MS 3505, Tallahassee, FL 32399-3000

Process to receive a State Revolving Fund (SRF) Loan. This Request for Inclusion (RFI) form, Form RFI 1 per subsection 62-503.200(33), F.A.C., lets us know that you are interested in obtaining an SRF loan. Each RFI will be assigned a project engineer to assist you throughout the SRF funding process. The information contained in the RFI is used to determine a priority score for your project; and the priority score is used to rank projects on the SRF priority list. Only projects ranked on the fundable portion of the priority list will receive consideration for a loan. Your project engineer will assist you in understanding all program requirements necessary before you are asked to submit a loan application, Form Application 1 or Form Application 2 per paragraph 62-503.430(1)(a), F.A.C. Please note that costs incurred before the adoption of the project on the fundable or waiting portion of the priority list are ineligible for reimbursement.

**Type of Loan Requested in this Application.** Select only one loan category and project type.

Loan Category: Planning  Design  Inflow/Infiltration Rehabilitation  Construction   
Project Type: Design/Bid/Build  Design/Build (D/B)  Construction Manager at Risk (CMR)

Note: Procurement of professional services must meet the requirements of the Consultants' Competitive Negotiation Act, Section 287.055, F.S.

**1. Applicant's Name and Address.**

Project Sponsor: Town of Hilliard Contact Person: Lisa Purvis Title: Town Clerk  
15859 West CR 108 Hilliard Nassau FL 32046  
(street address) (city) (county) (state) (zip code)  
(904) 845-3555 lpurvis@townofhilliard.com  
(telephone) (ext.) (email address)  
Contact Person Address (if different): PO Box 249 Hilliard FL 32046  
(street address) (city) (state) (zip code)

**2. Name and Address of Applicant's Consultant (if any).**

Firm: Mittauer & Associates, Inc. Contact Person: John A. Petrohovich II Title: Project & Funding Specialist  
580-1 Wells Road Orange Park Clay FL 32073  
(street address) (city) (county) (state) (zip code)  
(904) 644-0647 john.petrohovich@mittauer.com  
(telephone) (ext.) (email address)

**3. Certification by Authorized Representative.** I certify that this form and attachments have been completed by me or at my direction and that the information presented herein is, to the best of my knowledge, accurate.

lpurvis@townofhilliard.com 4/17/2024  
(email address) (date)  
Lisa Purvis Town Clerk  
(name, typed) (title)  
[Signature]  
(signature)

# REQUEST FOR INCLUSION ON THE CLEAN WATER PRIORITY LIST

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## 4. Eligible Projects.

- a. Stormwater management facilities, such as detention/retention facilities, treatment facilities, etc. sponsored by a local government (eligible under Section 212 of the amended Clean Water Act).
- b. Wastewater management facilities, such as sewers, pump stations, treatment plants, reuse facilities, sludge facilities, etc. sponsored by a local government (eligible under Section 212 of the amended Clean Water Act).
- c. Nonpoint source pollution control best management practices for agriculture, silviculture, on-site treatment and disposal, wetlands, mining, marinas, brownfields or groundwater protection sponsored by any entity (eligible under Section 319 or 320 of the amended Clean Water Act).

## 5. Project Information (Please attach).

- a. Describe the project, its location, the scope, why it's needed and the environmental benefit.
- b. Attach maps showing system boundaries, existing and proposed service area, and project area.

## 6. Estimated Costs (Clean Water Act Section 212, 319, and 320).

a. Planning and/or SSES including geotechnical studies and surveying	<u>\$405,500</u>
b. Design	<u>\$40,000</u>
c. Special Studies including feasibility studies	<u>      </u>
d. Eligible Land (necessary land divided by total land times purchase price)	<u>      </u>
e. Construction, Equipment, Materials, Demolition and Related Procurement	<u>\$ ---</u>
f. Construction Contingency (10% of Item e)	<u>\$45,000</u>
g. Technical Services during Construction	<u>\$20,000</u>
h. Sum of Items a. through g.	<u>\$510,500</u>

## 7. Project Schedule.

(Month and Year)

a. Submit the planning or SSES documentation	<u>04/2025</u>
b. Submit the design documents, obtain permits, and acquire sites (as necessary)	<u>      </u>
c. Start activity (such as construction or non-structural best management practice)	<u>      </u>
d. Complete activity (such as construction or non-structural best management practice)	<u>      </u>

## 8. Population

a. Population served by the system	<u>3,090</u>
b. Population to be served by the project	<u>3,090</u>

## 9. Project Priority

- a. Baseline Priority Categorization.

In the Table below, identify each of the project components for which the project qualifies and provide the component's construction cost. The baseline priority score (BPS) will be determined by prorating each component. The project sponsor must provide documentation that supports the selection of a base priority score of 350 points or greater.

**REQUEST FOR INCLUSION ON THE CLEAN WATER PRIORITY LIST**

<u>Project Component</u>	<u>Priority Points</u>	<u>Component Construction Cost</u>
1. Eliminate a documented acute or chronic public health hazard. Examples include elimination of failing septic tanks, failing package plants, or elimination of sanitary sewer overflows.	500 points	\$450,500
2. Implement a project included in, or to be implemented as a direct result of, an adopted Basin Management Action Plan or a Reasonable Assurance Plan approved pursuant to section 403.067, F.S.	450 points	_____
3a. Protect surface or ground water by preventing or reducing a documented source of pollution, pollution reductions necessary to meet regulatory requirements; or		
3b. Projects or activities by local governments or on-site system management entities, under section 319 of the Act, that correct septic tank failures in springsheds of first magnitude springs; or correct septic tank contributions to nutrient impaired spring systems.	400 points	_____
4. Address a compliance problem documented in an enforcement action where the Department has issued a notice of violation or entered a consent order with the project sponsor.	375 points	_____
5. Meet the criteria for a Green Project; correct excessive inflow/infiltration or other issues within the collection and transmission system that cause sanitary sewer overflows; scheduled rehabilitation; replacement; repair described in an approved asset management plan; or reuse that replaces an existing or proposed demand on a water supply.	350 points	_____
6. Planning and design loans; projects for the installation of wastewater transmission facilities to be constructed concurrently with other construction projects occurring within or along a transportation facility right-of-way; or for rehabilitation, replacement or repair not included in an approved asset management plan.	340 points	_____
7. Projects that construct other reclaimed water systems or residuals reuse systems that do not meet the criteria of component 5. above.	300 points	_____
8. Ensure compliance with other enforceable standards or requirements.	200 points	_____
9. Timely submitted projects that otherwise meet the requirements of the Act (including land or wastewater system acquisition projects).	100 points	_____
b. Restoration and Protection of Special Water Bodies.		
In order to qualify for a base score multiplier, identify which of the water bodies listed below that the project will assist in restoring or protecting; and reference the location in existing documentation where substantiating information may be found or attach other such substantiating information. If none are selected, the multiplier equals 1.0. If one or more are selected, the multiplier is 1.2. Supporting documentation must be provided for items selected.		
1. A priority water body identified in an adopted Surface Water Improvement and Management (SWIM) Plan.		<input type="checkbox"/>
2. A water body classified as Outstanding Florida Waters or Wild and Scenic Rivers.		<input type="checkbox"/>
c. Projects that document any of the following shall have bonus points added to the priority score after the adjustment under paragraph (b) above, as indicated. Items 3, 4 and 5 below are only applicable to financially disadvantaged small communities.		
1. Elimination of Ocean Outfalls.	15 points	<input type="checkbox"/>
2. Consistency with an Integrated Water Resource Management (One Water) plan.	15 points	<input type="checkbox"/>
3. Population of 10,000 or less as of most recent decennial census, and affordability index less than or equal to 100.	1000 divided by the affordability Index = <u>8.2</u> points.	
4. Negative population trend as defined in 62-505.300(2)(c)2, F.A.C.	25 points	<input type="checkbox"/>
5. End of useful life as defined in 62-505.300(2)(c)3., F.A.C.	25 points	<input checked="" type="checkbox"/>

Return the completed form to the State Revolving Fund Program, 3900 Commonwealth Blvd., MS 3505, Tallahassee, Florida, 32399-3000. The form may be scanned and emailed to [SRFRFI@FloridaDEP.gov](mailto:SRFRFI@FloridaDEP.gov).

**PROJECT DESCRIPTION**  
**SRF SEWER SYSTEM REHABILITATION**  
**TOWN OF HILLIARD, FLORIDA**  
**MITTAUER & ASSOCIATES, INC. PROJECT NO. 9610-57-1**  
**June 2024**

**Project Overview:** The Town of Hilliard’s Wastewater Treatment Facility (WWTF) and Sanitary Sewer Collection System (SSCS) are critical infrastructure that provide essential wastewater collection and treatment services to the residents and businesses of the Town of Hilliard. The existing collection system is in poor condition and suffers significant infiltration/inflow which has resulted in sewer system overflows (SSOs). The entire collection system is in need of rehabilitation. This project will identify and document the deficiencies in the existing collection system through cleaning and televising of the gravity sewer mains and inspection of its sanitary sewer manholes. The information obtained from the SSES will be utilized to develop construction plans to rehabilitate the collection system.

**Location:** The project is located within the Town of Hilliard, a small community in Northeast Florida. The improvements will be implemented throughout the existing SSCS and WWTF infrastructure, which serve the town's residential and business areas.

**Scope of the Project:** The primary focus of the project is to address the significant Infiltration and Inflow (I/I) issues affecting the existing SSCS. Due to the age and deterioration of the system elements, excessive groundwater and stormwater are entering the wastewater collection system, leading to increased processing costs and excessive wear on the WWTF. The project will involve:

- **Cleaning and Televising Existing Gravity Sewer System:** Approximately 46,500 linear feet (LF) of sanitary sewer pipe will be cleaned and televised to identify deficiencies in the pipe segments.
- **Smoke Testing:** The entire collection system area will be smoke tested to help identify areas of inflow. Photographs of the deficient areas will be taken and the locations documented.
- **Manhole and Lift Station Wetwell Inspections:** Approximately 150 manholes and one lift station wetwell will be inspected to identify their deficiencies.
- **Report:** A report outlining the findings of the SSES will be prepared. This report will be utilized in designing the improvements to rehabilitate the collection system, which will be done in a subsequent phase.

**Project Need:** The existing SSCS suffers from significant I/I, resulting in excessive costs and operational challenges at the WWTF. The stormwater entering the system causes surges, leading to overflows and the uncontrolled discharge of untreated sewage, posing public health and safety risks. This project is the first step in identifying the deficiencies in the sewer system and developing a plan to correct those deficiencies.

**Environmental Benefit:** Rehabilitating the SSCS will reduce I/I, thereby minimizing the risk of untreated sewage discharges into the community and the environment. This will enhance public

health and safety by preventing sanitary sewer overflows (SSOs) and ensuring the WWTF can operate efficiently without excessive wear and tear. Additionally, the project will help the Town of Hilliard achieve rapid recovery of its wastewater infrastructure following severe weather events, reducing the environmental impact of such events.

**Risk Mitigation:** The project will mitigate risks associated with extreme weather. By preventing excessive stormwater infiltration, the project will safeguard the WWTF and SCS from overflows and backups, thus protecting the community's public health and the environment.







## 2025 PUBLIC HEARING APPEARANCE RECORD

NAME OF SPEAKER: Lisa Purvis, Town Clerk  
CONTACT PERSON: Lisa Purvis, Town Clerk  
NAME OF ORGANIZATION: Town of Hilliard  
PO Box 249 – 15859 West CR 108  
Hilliard, FL 32046  
PHONE: (904) 845-3555 Office  
EMAIL: [lpurvis@townofhilliard.com](mailto:lpurvis@townofhilliard.com)

TOPIC TO BE DISCUSSED: WATER MAIN EXTENSIONS – #2 PRIORITY  
FILING WITH NASSAU COUNTY

### COMMENTS/REQUESTS:

- Funding is needed to extend water mains throughout the town.
- With this extension, the town can provide fire protection along both sides of US Hwy 1, covering the commercial district and additional properties along Eastwood Road and Henry Smith Road.
- The project would enable the town to create a loop in its water distribution system, connecting County Road 108 and Pine Street to enhance system flow and reduce inflow and infiltration issues.
- This extension would also expand access to safe drinking water for new customers.

**CONCEPTUAL CONSTRUCTION COST ESTIMATE  
 WATER MAIN EXTENSIONS - LEGISLATIVE APPROPRIATIONS 2023  
 TOWN OF HILLIARD, FLORIDA  
 Mittauer & Associates, Inc. Project No. 9610-23-1  
 10/20/23**

**US 1 WATER MAIN EXTENSION**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Cost
1	Mobilization & General Conditions	1	LS	\$76,000	\$76,000
2	8" PVC Water Main, Conventional Install	200	LF	\$90.00	\$18,000
3	8" PVC Water Main, Directionally Drilled	3,800	LF	\$135.00	\$513,000
4	Ductile Iron Fittings, Cement Lined	2,500	lbs	\$15.00	\$37,500
5	8" Gate Valves	4	each	\$2,000.00	\$8,000
7	Fire Hydrants	5	each	\$7,500.00	\$37,500
8	Water Services	25	each	\$2,000.00	\$50,000
9	Connections to Existing Mains	4	each	\$5,000.00	\$20,000
10	Restoration	200	LF	\$15.00	\$3,000
<b>Estimated Construction Cost</b>					<b>\$763,000</b>
<b>Construction Contingency (20%)</b>					<b>\$152,600</b>
<b>Total Estimated Construction</b>					<b>\$915,600</b>
<b>Non-Construction Cost (20%)</b>					<b>\$183,120</b>
<b>TOTAL ESTIMATED COST</b>					<b>\$1,098,720</b>

**EASTWOOD ROAD WATER MAIN EXTENSION**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Cost
1	Mobilization & General Conditions	1	LS	\$61,000	\$61,000
2	6" PVC Water Main, Conventional Install	4,600	LF	\$75.00	\$345,000
3	6" PVC Water Main, Directionally Drilled	200	LF	\$120.00	\$24,000
4	Ductile Iron Fittings, Cement Lined	2,000	lbs	\$15.00	\$30,000
5	6" Gate Valves	5	each	\$2,000.00	\$10,000
7	Fire Hydrants	6	each	\$7,500.00	\$45,000
8	Water Services	8	each	\$2,000.00	\$16,000
9	Connections to Existing Mains	2	each	\$5,000.00	\$10,000
10	Restoration	4,600	LF	\$15.00	\$69,000
<b>Estimated Construction Cost</b>					<b>\$610,000</b>
<b>Construction Contingency (20%)</b>					<b>\$122,000</b>
<b>Total Estimated Construction</b>					<b>\$732,000</b>
<b>Non-Construction Cost (20%)</b>					<b>\$146,400</b>
<b>TOTAL ESTIMATED COST</b>					<b>\$878,400</b>

**HENRY SMITH ROAD WATER MAIN EXTENSION**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Cost
1	Mobilization & General Conditions	1	LS	\$136,000	\$136,000
2	6" PVC Water Main, Conventional Install	10,000	LF	\$75.00	\$750,000
3	12" Casing Jack & Bore RR Crossing	200	LF	\$600.00	\$120,000
4	Ductile Iron Fittings, Cement Lined	3,000	lbs	\$15.00	\$45,000
5	6" Gate Valves	10	each	\$2,000.00	\$20,000
7	Fire Hydrants	10	each	\$7,500.00	\$75,000
8	Water Services	30	each	\$2,000.00	\$60,000
9	Connections to Existing Mains	2	each	\$5,000.00	\$10,000
10	Restoration	9,800	LF	\$15.00	\$147,000
<b>Estimated Construction Cost</b>					<b>\$1,363,000</b>
<b>Construction Contingency (20%)</b>					<b>\$272,600</b>
<b>Total Estimated Construction</b>					<b>\$1,635,600</b>
<b>Non-Construction Cost (20%)</b>					<b>\$327,120</b>
<b>TOTAL ESTIMATED COST</b>					<b>\$1,962,720</b>
<b>TOTAL ESTIMATED PROJECT COST</b>					<b>\$3,939,840</b>

**CONCEPTUAL CONSTRUCTION COST ESTIMATE**  
**WATER MAIN EXTENSIONS - LEGISLATIVE APPROPRIATIONS 2023**  
**TOWN OF HILLIARD, FLORIDA**  
**Mittauer & Associates, Inc. Project No. 9610-23-1**  
**11/4/24**

**US 1 WATER MAIN EXTENSION**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Cost
1	Mobilization & General Conditions	1	LS	\$79,300	\$79,300
2	8" PVC Water Main, Conventional Install	200	LF	\$100.00	\$20,000
3	8" PVC Water Main, Directionally Drilled	3,800	LF	\$140.00	\$532,000
4	Ductile Iron Fittings, Cement Lined	2,500	lbs	\$16.00	\$40,000
5	8" Gate Valves	4	each	\$2,000.00	\$8,000
7	Fire Hydrants	5	each	\$7,500.00	\$37,500
8	Water Services	25	each	\$2,000.00	\$50,000
9	Connections to Existing Mains	4	each	\$6,000.00	\$24,000
10	Restoration	200	LF	\$16.00	<u>\$3,200</u>
<b>Estimated Construction Cost</b>					<b>\$794,000</b>
<b>Construction Contingency (20%)</b>					<b><u>\$158,800</u></b>
<b>Total Estimated Construction</b>					<b>\$952,800</b>
<b>Non-Construction Cost (20%)</b>					<b><u>\$190,560</u></b>
<b>TOTAL ESTIMATED COST</b>					<b><u>\$1,143,360</u></b>

**EASTWOOD ROAD WATER MAIN EXTENSION**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Cost
1	Mobilization & General Conditions	1	LS	\$75,400	\$75,400
2	8" PVC Water Main, Conventional Install	4,600	LF	\$100.00	\$460,000
3	8" PVC Water Main, Directionally Drilled	200	LF	\$140.00	\$28,000
4	Ductile Iron Fittings, Cement Lined	2,000	lbs	\$16.00	\$32,000
5	6" Gate Valves	5	each	\$1,800.00	\$9,000
7	Fire Hydrants	6	each	\$7,500.00	\$45,000
8	Water Services	8	each	\$2,000.00	\$16,000
9	Connections to Existing Mains	2	each	\$6,000.00	\$12,000
10	Restoration	4,600	LF	\$16.00	<u>\$73,600</u>
<b>Estimated Construction Cost</b>					<b>\$751,000</b>
<b>Construction Contingency (20%)</b>					<b><u>\$150,200</u></b>
<b>Total Estimated Construction</b>					<b>\$901,200</b>
<b>Non-Construction Cost (20%)</b>					<b><u>\$180,240</u></b>
<b>TOTAL ESTIMATED COST</b>					<b><u>\$1,081,440</u></b>

**HENRY SMITH ROAD WATER MAIN EXTENSION**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Cost
1	Mobilization & General Conditions	1	LS	\$136,000	\$136,000
2	6" PVC Water Main, Conventional Install	10,000	LF	\$80.00	\$800,000
3	12" Casing Jack & Bore RR Crossing	200	LF	\$750.00	\$150,000
4	Ductile Iron Fittings, Cement Lined	3,000	lbs	\$16.00	\$48,000
5	6" Gate Valves	10	each	\$1,800.00	\$18,000
7	Fire Hydrants	10	each	\$7,500.00	\$75,000
8	Water Services	30	each	\$2,000.00	\$60,000
9	Connections to Existing Mains	2	each	\$6,000.00	\$12,000
10	Restoration	9,800	LF	\$16.00	\$156,800
<b>Estimated Construction Cost</b>					<b>\$1,455,800</b>
<b>Construction Contingency (20%)</b>					<b>\$291,160</b>
<b>Total Estimated Construction</b>					<b>\$1,746,960</b>
<b>Non-Construction Cost (20%)</b>					<b>\$349,392</b>
<b>TOTAL ESTIMATED COST</b>					<b>\$2,096,352</b>

<b>TOTAL ESTIMATED PROJECT COST</b>	<b>\$4,321,152</b>
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# AGENDA ITEM REPORT

## TOWN OF HILLIARD, FLORIDA

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TO: Town Council Regular Meeting Meeting Date: November 7, 2024

FROM: *Lisa Purvis, MMC – Town Clerk*

SUBJECT: Town Council approval of the Architectural & Engineering Services Contract from PQH Group, Inc. for the FDEM Hurricane/Community Shelter Grant # F0122 project in the amount of \$572,000.

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**BACKGROUND:**

Town Attorney Christian Waugh is in the process of finalizing the contract and I will send it prior to the meeting.

**FINANCIAL IMPACT:**

100% Grant Funded pending Florida Department of Emergency Managements contract approval in the amount of \$572,000.

**RECOMMENDATION:**

Town Council to approve the Architectural & Engineering Services Contract from PQH Group, Inc. for the FDEM Hurricane/Community Shelter Grant # F0122 project in the amount of \$572,000.

**CONTRACT FOR PROFESSIONAL SERVICES**

**THIS CONTRACT FOR PROFESSIONAL SERVICES** (the “Contract”) is entered into by and between the **Town of Hilliard, Florida**, a Florida municipal corporation, hereinafter referred to as the “Town”, and PQH Group Design, Inc. located at 4141 Southpoint Drive East, Suite 200 Jacksonville, Florida 32216, hereinafter referred to as the “Consultant”.

**WHEREAS**, the Town desires to obtain professional services for Professional Architectural and Engineering Services, and said services are more fully described in the *Scope of Services*, attached hereto, and incorporated herein as Exhibit “A”; and

**WHEREAS**, the Consultant desires to render certain professional services as described in Exhibit “A”, and has the qualifications, experience, staff and resources to perform those professional services; and

**WHEREAS**, the Town, through a competitive selection process conducted in accordance with the requirements of law and Town policy, and based upon the Consultant’s assurance that it has the qualifications, experience, staff and resources, the Town has determined that it would be in the best interest of the Town to award a contract to the Consultant for the rendering of those services described in Exhibit “A”.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**SECTION 1. Recitals.**

**1.1.** The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

**SECTION 2. Exhibits.**



**2.1.** The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

- Exhibit A** SCOPE OF SERVICES
- Exhibit B** NEGOTIATED FEE SCHEDULE
- Exhibit C** REQUEST FOR QUALIFICATIONS RFQ20240801 SHELTER GRANT #F0122 PROJECT ARCHITECTURE & ENGINEERING (“RFQ”)
- Exhibit D** VENDOR’S RESPONSE DATED AUGUST 1, 2024
- Exhibit E** INSURANCE REQUIREMENTS
- Exhibit F** FEDERAL PROVISIONS
- Exhibit G** ARCHITECTURAL & ENGINEERING DESIGN PROPOSAL

**SECTION 3. Employment of the Consultant.**

**3.1.** The Town hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibit “A” (also, the “Services”).

**SECTION 4. Scope of Services.**

**4.1.** The Consultant shall provide the Services in accordance with Exhibit “A”.

**4.2.** Services requested by the Town that are not set forth in Exhibit “A” shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing. The contract alone does not authorize the performance of any work or required the Town to place any order for work. The Consultant shall commence the work in accordance with the issuance of a written Notice to Proceed issued by the Town.

**SECTION 5. Town Responsibility.**

**5.1.** The Town shall provide the Consultant with data and information regarding the requirements and objectives for the services under this Contract upon request by Consultant should such data and information be necessary for Consultant's performance of the Services. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the Town. To the extent that the Town does not have requested data and/or information, then the Town and Consultant shall work together to obtain such data and information as may be necessary for Consultant to perform the Services.

**5.2.** The Town hereby designates Lisa Purvis ("Town Clerk") and Gabe Whittenburg ("Parks Director") to act on the Town's behalf under this Contract. The Town Clerk, Parks Director, or their designees, under the supervision of the Town Council, shall have complete authority to transmit instructions, receive information, interpret and define the Town's policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's Services.

**SECTION 6. Term of Contract and Option to Extend or Renew.**

**6.1.** The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate upon the earlier of the completion of the Services or three (3) years from the date of the Effective Date of the Contract, defined as the date all parties have executed the Contract.

**6.2.** The term of this Contract may be extended in one (1) year increments, for up to two (2) additional years, with no changes in terms or conditions, upon mutual written agreement between the Consultant and the Town. The Parks Director is hereby authorized to execute any contract renewal, amendment, and/or modification upon approval by the Town Council.

**SECTION 7. Compensation.**

7.1. The Consultant shall be compensated in an amount not to exceed Five Hundred and Seventy-Two Thousand Dollars and 00/100 (\$572,000.00), in accordance with Exhibit “B”.

7.2. The Consultant shall prepare and submit to the Town for approval an invoice for the services rendered. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. The Town reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the Town shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

7.3. All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

7.4. Final Invoice: Consultant shall submit its final/last billing to Town clearly marked as “Final Invoice.” Submittal of the Final Invoice by Consultant to Town shall indicate that all Services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to Town and that there is no further work to be performed and no further invoices to be submitted under this Contract.

**SECTION 8. Standard of Care.**

**8.1.** The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. In the Town's sole discretion, upon request by the Town, the Consultant shall, at no additional cost to the Town, re-perform services which in the sole discretion of the Town do not meet the foregoing standard of care.

**SECTION 9. Equal Opportunity Employment.**

**9.1.** In connection with the work to be performed under this Contract, the Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

**SECTION 10. Access to Premises.**

**10.1.** The Town shall be responsible for providing access to all project sites (if required), and for providing project site specific information to the extent the Town has such information.

**SECTION 11. Funding.**

**11.1.** The Town's performance and obligation under this Contract is contingent upon an annual appropriation by the Town Council for subsequent fiscal years and is subject to termination based on lack of funding.

**SECTION 12. Expenses.**

**12.1.** The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant's agents, if any, hired by the Consultant to complete the work under this Contract.

**SECTION 13. Taxes, Liens, Licenses and Permits.**

**13.1.** The Consultant recognizes that the Town, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the Town.

**13.2.** The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, Town and municipal laws, ordinances, policies and rules.

**13.3.** The Consultant acknowledges that property being improved that is titled to the Town, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

**SECTION 14. Governing Law, Venue and Compliance with Laws.**

**14.1.** This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Town's Town Code and Charter, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County or be remote on-line.

**14.2.** The Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

**SECTION 15. Modifications.**

**15.1.** The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the Town.

**SECTION 16. Assignment and Subcontracting.**

**16.1.** The Consultant shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the Town.

**16.2.** In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the Town, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant shall provide the Town with the names of any subcontractor considered for work under this Contract; the Town reserves the right to reject any subcontractor whose qualifications or performance, in the Town's sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the Town upon request. The Consultant further agrees that the Town shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the Town against such claims. The provisions in this section apply to the selection of any professional, independent contractor, or vendor for the Project.

**16.3.** The Consultant shall make payments to any of its subcontractors, or persons or entities described in Section 16.2 (cumulatively, "subcontractors"), within thirty-(30) days after receipt of full or partial payments from the Town in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The

Consultant's failure to pay its subcontractor(s) within thirty (30) days shall result in a penalty charged against the Consultant and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

**SECTION 17. Severability.**

**17.1.** If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 18. Termination for Default.**

**18.1.** If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the Town to the Consultant, then the Town may, without prejudice to any right or remedy the Town may have, terminate this Contract.

**18.2.** Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the Town; (4) render to the Town all property belonging to the Town, including but not limited to, equipment, books, and records.

**SECTION 19. Termination for Convenience.**

**19.1.** The Town reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the

termination. Upon receipt of written notice of termination from the Town, the Consultant shall only provide those services and/or materials specifically approved or directed by the Town. All other rights and duties of the parties under the Contract shall continue during such notice period, and the Town shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the Town to make arrangements to render to the Town all property belonging to the Town, including but not limited to, equipment, books, and records.

**SECTION 20. Nondisclosure of Proprietary Information.**

**20.1.** The Consultant shall consider all information provided by the Town and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. The Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the Town or in response to legal process.

**SECTION 21. Contingent Fees.**

**21.1.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

**SECTION 22. Ownership of Documents.**



**22.1.** The Consultant shall be required to work in harmony with other Town consultants relative to providing information requested in a timely manner and in the specified form. Copies of all documents, records, disks, drawings, or other information shall ~~become the property of~~ be available to the Town and available to the Town upon completion for its use and distribution as may be deemed appropriate by the Town. The Consultant and its subconsultants' grant the Town a non-exclusive license to use the Instruments of Service in perpetuity solely and exclusively for the purpose of constructing, using, maintaining, altering and adding to the project subject to this Contract, provided the Town is not in breach of this Contract. Notwithstanding the foregoing, to the extent such documents not owned by the Town are in the Town's possession and subject to Public Records laws, and they are disclosed pursuant to Public Records laws, the Town shall first notify Consultant regarding the pending disclosure.

**SECTION 23. Force Majeure.**

**23.1.** Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

**23.2.** In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the Town in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten

(10) calendar days after the cause that created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The Town, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Town. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the Town for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall perform at no increased cost, unless the Town determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Town, in which case, the Town may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the Town with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

**SECTION 24. Access And Audits of Records.**

**24.1.** The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The Town and the Town Clerk shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Consultant.

**SECTION 25. Independent Consultant Status.**

**25.1.** The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the Town.

**25.2.** The Consultant and the Town agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to perform the services required by this Contract; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

**SECTION 26. Indemnification.**

**26.1.** The Consultant shall indemnify and hold harmless the Town and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. The Consultant shall, at its own expense, defend any and all such

actions, suits, or proceedings which may be brought against the Town in connection with the Consultant's performance under this Contract.

**SECTION 27. Insurance.**

**27.1.** The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the Town, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "B". The policy limits required are to be considered minimum amounts.

**27.2.** The Consultant shall provide to the Town a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the Town. Said certificates shall provide that the Town is an additional insured, and that the Town shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the Town and licensed and authorized under the laws of the State of Florida.

**SECTION 28. Dispute Resolution Process.**

**28.1.** In the event of a dispute regarding the interpretation of the terms of this Contract, the Town, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

**28.2.** In the event the Town elects to use the dispute resolution process under this section, the Town shall send a written communication to the Consultant pursuant to Section 35 hereinbelow. The written notification shall set forth the Town's interpretation of the terms of this Contract.

**28.3.** The Town shall then set a date and time for the parties to meet with the Town Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the Town's written communication no less than five (5) days prior to the meeting with the Town Clerk, Parks and Rec Director, or designee.

**28.4.** If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the Town Clerk, Parks and Rec Director, or designee, then the parties may elect to submit the dispute to mediation. Mediators shall be chosen by common Agreement between the Town and the Consultant and the cost of mediation shall be borne in equal measure by both parties. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

**SECTION 29. E-Verify.**

**29.1.** Pursuant to the requirements of Section 448.095, Florida Statutes, the Consultant, and any subcontractor thereof, shall register and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the work authorization status of all new employees of the contractor or subcontractor.

**29.2.** If the Consultant enters into a contract with a subcontractor, the subcontractor must provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of this Contract.

**29.3.** If the Town has a good faith belief that a subcontractor knowingly violated this Section, but the Consultant otherwise complied with this Section, then the Town shall promptly

notify the Consultant and order the Consultant to immediately terminate this Contract with the subcontractor.

**29.4.** A contract terminated under this Section is not a breach of contract and may not be considered as such. If the Town terminates this Contract with the Consultant under this Section, the Consultant may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated. A Consultant is liable for any additional costs incurred by the Town as a result of the termination of this Contract.

**29.5.** The Town, Consultant, or subcontractor may file a cause of action with a circuit or Town court to challenge a termination under Section 29.4 no later than 20 calendar days after the date on which this Contract was terminated.

**29.6.** Consultant also agrees to timely comply with the provisions of §787.06(13), Fla. Stat.

**SECTION 30. Public Records.**

**30.1.** The Town is a public agency subject to Chapter 119, Florida Statutes. Under this Contract, to the extent that the Consultant is providing services to the Town, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon request from the Town Clerk, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the Town.

d. Upon completion of the Contract, transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the Town, upon request from the Town Clerk, in a format that is compatible with the information technology systems of the Town.

**30.2.** A request to inspect or copy public records relating to the Town's contract for materials shall be made directly to the Town. If the Town does not possess the requested records, the Town shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

**30.3.** If the Consultant does not comply with the Town's request for records, the Town shall enforce the Contract provisions in accordance with the Contract.

**30.4.** If the Consultant fails to provide the public records to the Town within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

**30.5.** If a civil action is filed against the Consultant to compel production of public records relating to the Contract, the Court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees if:

- a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the Town and to the Consultant.

**30.6.** A notice complies with Section 30.5 b. hereinabove, if it is sent to the Town's custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the Town or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

**30.7.** If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

**SECTION 31. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.**

**31.1.** During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the Town Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant. If the existence of the proceeding causes the Town concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the Town with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract.

**SECTION 32. Public Entity Crimes.**



**32.1** In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

**SECTION 33. Anti-Discrimination.**

**33.1** The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

**SECTION 34. Advertising.**

**34.1** The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the Town, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the Town as a reference, or otherwise linking the Consultant's name and either description of this Contract or the name of the Town in any material published, either in print or electronically, to any entity that is not a party to this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**SECTION 35. Notices.**

**35.1** All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery

service (such as federal express), or courier service or by hand delivery to the office of each party indicated below, as well as to the email(s) listed below:

Town: Town of Hilliard, Florida  
 Attn: Town Clerk  
 15859 W CR 108  
 Hilliard, FL 32046  
 lpurvis@townofhilliard.com

*With a copy to:* Town Attorney Christian Waugh  
 waughlaw@townofhilliard.com

Consultant: PQH Group Design, Inc.  
 Attn: Ricardo Quiñones, AIA President  
 and/or Aldo Minozzi, AIA Vice-President  
 4141 Southpoint Drive East, Suite 200  
 Jacksonville, Florida 32216

**SECTION 36. Attorney's Fees.**

**36.1** Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

**SECTION 37. Authority to Bind.**

**37.1** The Consultant represents and warrants that the Consultant's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

**SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.**

**38.1** In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

**38.2** All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

**38.3** The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

**SECTION 39. Construction of Contract.**

**39.1** The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

**39.2** To the extent of any conflict between the terms of this main Contract document and any exhibit, the terms of the main Contract shall control.

**SECTION 40. Headings.**

**40.1** The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

**SECTION 41. Entire Agreement and Execution.**

**41.1** This Contract, together with any exhibits, constitutes the entire Contract between the Town and the Consultant and supersedes all prior written or oral understandings.

**41.2** This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

[The remainder of this page left intentionally blank.]

**IN WITNESS WHEREOF**, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

**TOWN OF HILLIARD, FLORIDA, a Florida municipal corporation**

\_\_\_\_\_  
JOHN P. BEASLEY, Mayor

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

Attest as to authenticity of the Mayor's signature:

\_\_\_\_\_  
LISA PURVIS, Town Clerk

Approved as to form and legality by the Hilliard Town Attorney

\_\_\_\_\_  
CHRISTIAN W. WAUGH, Town Attorney

**PQH Group Design, Inc**

\_\_\_\_\_

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

Its: \_\_\_\_\_

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

**EXHIBIT A**

**SCOPE OF SERVICES;**

The Town of Hilliard proposes to construct a single-story Hurricane Storm Shelter and Multi-purpose building to serve the local citizenry in the event of an emergency storm and for the general purpose as a Gymnasium and Community Center located within the Oxford Park Recreational Facility. The new building will replace the existing Annex Building slated for demolition and located within the same property.

The objective is to construct a new 10,000 – 11,000 sf. single story Hurricane Shelter and Multipurpose Building.

The proposed facility will consist of the following features:

1. Facility shall generally follow the requirements of a Hurricane Storm Shelter as defined by the ICC 500 Standard for the Design and Construction of Storm Shelters and the 7th Edition of the Florida Building Code;
2. The building shall have an indoor area sufficient in size to house a basketball court and standards;
3. The building shall be fully air-conditioned;
4. The building shall be capable of housing up to 300 people for a period of 24 hours;
5. The building shall have a fully functional kitchen;
6. The building shall be served by a back-up generator capable of providing power to essential building facilities for a period of 24 hours;
7. The building shall have on-site water storage or the means to provide 2 gallons of potable water per occupant for up to 300 occupants;

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8. The building shall provide sanitary sewer facilities for up to 300 people for a period of 24 hours.
9. Administrative Suite:
  - a. Program Director
  - b. Program Manager
  - c. Office Manager
  - d. Event Coordinator
  - e. Administrative Assistant/Reception
  - f. Work Room
  - g. Conference Room

Architectural Design Services are to be provided by Phases and specific tasks. The work of each phase will be based on the approval and authorization of work from previous phases as described below:

1. Site Assessment and Concept Design
2. Schematic Design
3. Design Development
4. Construction Document
5. Bidding & Permitting
6. Construction Administration

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**EXHIBIT B**

## NEGOTIATED FEE SCHEDULE;

The proposed compensation is based on the projected construction budget of \$ 5,000,000.00 and the estimated work effort necessary to accomplish the project scope and will be allocated as follows:

<u>ARCHITECTURAL &amp; BASIC ENGINEERING</u>	<u>FEE</u>
Site Assessment & preliminary Design	\$ 22,000.00
Schematic Design	\$ 30,000.00
Design Development 30%	\$ 60,000.00
Construction Documents 60%	\$ 76,000.00
Construction Documents 90%	\$ 76,000.00
Construction Documents 100%	\$ 40,000.00
Bidding & permitting	\$ 16,000.00
Construction Administration (12 Months)	\$ 48,000.00
Project Punch and Closeout	\$ 8,000.00
<b>SUBTOTAL</b>	<b>\$ 376,000.00</b>

Supplemental work that is over and above our normal services, as described above and for which we shall be entitled to additional compensation, except for threshold inspections, MEP basic commissioning, which shall be included in the basic SOW. These services are included as part of the Scope of Work for the project are as follows:

<u>SUPPLEMENTAL SERVICES</u>	<u>FEE</u>
Interior Design; Finish Selection	\$ 15,000.00
Topographic & Boundary Survey	\$ 8,000.00
Geotechnical Engineering Report	\$ 8,000.00
Civil Engineering	\$ 75,000.00
Landscaping	\$ 15,000.00
<b>SUBTOTAL</b>	<b>\$ 121,000.00</b>

<u>DESIGN CONTINGENCY</u>	<u>FEE</u>
Allowance	\$ 75,000.00
<b>SUBTOTAL</b>	<b>\$ 75,000.00</b>

<u>DESIGN &amp; ENGINEERING FEES</u>	<u>FEE</u>
Not to Exceed	
<b>TOTAL</b>	<b>\$ 572,000.00</b>

**EXHIBIT C**

REQUEST FOR QUALIFICATIONS RFQ20240801 SHELTER GRANT #F0122 PROJECT  
ARCHITECTURE & ENGINEERING (“RFQ”), AS MODIFIED BY ADDENDA;

Initials\_\_\_\_\_

Initials\_\_\_\_\_



**EXHIBIT D**

VENDOR'S RESPONSE DATED AUGUST 1, 2024; BUT ONLY TO THE EXTENT  
RESPONSIVE TO THE RFQ;

Initials\_\_\_\_\_

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**EXHIBIT E**

INSURANCE REQUIREMENTS; AND

Initials\_\_\_\_\_

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**EXHIBIT F**

In performing under this Agreement, contractor shall comply with the following federal requirements, as applicable:

1. **Drug Free Workplace Requirements:** All contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the contractor to take certain actions to provide a drug-free workplace.
2. **Davis-Bacon Act:** If applicable, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The CONSULTANT are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the CONSULTANT are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The CONSULTANT must report all suspected or reported violations of the Davis-Bacon Act to the County.
3. **Copeland Anti Kick Back Act:** CONSULTANT shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. CONSULTANT are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each CONSULTANT is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The CONSULTANT shall certify compliance. The CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which

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FEDERAL PROVISIONS.

shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of the County and/or the applicable state or federal entity) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352):** CONSULTANTS that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The CONSULTANT shall certify compliance.
7. **501(c)(4) Entities:** The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. CONSULTANT shall ensure that its CONSULTANTS and sub-awardees comply with this requirement.
8. **Federal Changes:** CONSULTANT shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
9. **Safeguarding Personal Identifiable Information:** CONSULTANT and sub awardees will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
10. **Energy Policy and Conservation Act (43 U.S.C. §6201):** Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
11. **Right to Inventions Under Federal Grants:** If applicable, CONSULTANT shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and

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shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of the County and/or the applicable state or federal entity) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

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8. **Federal Changes:** CONSULTANT shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
9. **Safeguarding Personal Identifiable Information:** CONSULTANT and sub awardees will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
10. **Energy Policy and Conservation Act (43 U.S.C. §6201):** Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
11. **Right to Inventions Under Federal Grants:** If applicable, CONSULTANT shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and

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the contract.

- d. Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of:
  - i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU).
- e. The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU:
  - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
  - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
  - iv. Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee:
    1. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
    2. Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
    3. Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

13. **Subcontracts:** The Contractor shall include the requirements of this clause, including this

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paragraph, appropriately modified for identification of the parties in each subcontract that:

- a. Is for:
  - i. Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
  - ii. Construction;
- b. Has a value of more than \$3,500; and
- c. Includes work performed in the United States.

### **FEDERAL NON-DISCRIMINATION PROVISIONS**

In performing under this Agreement, CONSULTANT shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
  - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
  - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2,



2013 and codified at 41 U.S.C. § 4712)

### ENVIRONMENTAL COMPLIANCE

In performing under this Agreement, CONSULTANT shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”). Violations must be reported to the County and the Regional Office of the Environmental Protection Agency (EPA) immediately upon discovery.
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 (“Floodplain Management”) and Executive Order 11990 (“Protection of Wetlands”)
10. Executive Order 13112 (“Invasive Species”)
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)
17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low-Income Populations”)

18. Rivers and Harbors Act (33 U.S.C. § 407)
  19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)
  20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)
  21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)
  22. Pursuant to 2 CFR §200.322, CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
-

**EXHIBIT G**

**ARCHITECTURAL & ENGINEERING DESIGN PROPOSAL**

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# AGENDA ITEM REPORT

## TOWN OF HILLIARD, FLORIDA

---

TO: Town Council Regular Meeting Meeting Date: November 7, 2024

FROM: **Cory Hobbs – Interim Public Works Director**

SUBJECT: Town Council approval of the Interim Public Works Director’s recommendation to fill the vacant Public Works Technician position.

---

**BACKGROUND:**

This is a request to approve the hiring of Joseph Franklin Moore II for the Public Works Technician position. He presently has a Class A CDL License which will benefit our department in operating the dump truck.

**FINANCIAL IMPACT:**

Grade 4 / Step 4 at \$21.26 hourly - \$44,211.77 Annually

**RECOMMENDATION:**

Town Council approval of the Interim Public Works Director’s recommendation to fill the vacant Public Works Technician position.

**TOWN OF HILLIARD  
PUBLIC WORKS DEPARTMENT  
Position Process**

Regular Meeting: November 7, 2024

Applicant: Joseph F. Moore II  
46580 Sauls Road  
Callahan, Florida 32011

Position: Public Works Technician

Pay Rate: Grade 4 / Step 4  
\$21.26 per hour / \$44,211.77 Annually

Position Starts: November 12, 2024 – Introductory/Probationary Period

Position Status: January 16, 2025 – Regular Full Time Position

**Position Requirements:**

A current CDL Driver's License and High School Diploma are required. Certification in Water or Wastewater Plant Operation preferred or two years' experience in Water or Wastewater. Experience in landscaping, operating heavy equipment, driving dump trucks, water, and sewer utility work is a plus.

**Position Information:**

- Maintain accurate records of all duties performed.
- Assist in the maintenance and installation of driveway culverts and drainage, using and operating equipment as needed,
- Perform the installation of street signs throughout the Town.
- Maintain inventory of the Town's Street signs.
- Assist in maintaining the Town right of way and parks.
- Assist in trimming trees on Town right of way.
- Assist in the maintenance of water meters in Town, i.e., trouble shoot and change out as needed.
- Assist in reading water meters on an as needed basis for billing purposes.
- Performs water service cutoffs for non-payment as directed.
- Assists in maintenance of water main valve as scheduled.
- Perform water and sewer taps.
- Perform scheduled and emergency water and sewer repairs.
- Help to maintain inventory of water and wastewater supplies and stock.
- Locate and mark Town utilities as required for construction purposes.
- Check and maintain lift stations as needed.
- Assist in preventative and emergency maintenance of all equipment and property of the Town.
- Assist with special projects as directed by the Public Works Director, i.e., Holiday Decorations, July 4<sup>th</sup> celebration, Town Cleanup, etc.

- Monitors and stays current with technology as it pertains to the operations of this department.
- Take on additional duties as required by the Public Works Director and/or the Assistant Public Works Director.
- Assist with after-hours emergencies.
- Check generator equipment weekly.
- Maintain CDL driver's license.

**Conditions of Employment:**

Offer of employment is contingent upon the following: An interview of references and previous employers. Satisfactory results of a background investigation and/or medical examination or inquiry, including a drug screen test

The Town of Hilliard is an Equal Opportunity Employer and a Drug Free Workplace.

**Employee Information:**

Joseph F. Moore II has the following work experience:

1994 - 2024: Jacksonville Aviation Authority – Maintenance Technician



## AGENDA ITEM REPORT

### TOWN OF HILLIARD, FLORIDA

---

TO: Town Council Regular Meeting Meeting Date: November 7, 2024

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

SUBJECT: Town Council approval for the extension of Luke Headington’s Introductory / Probationary Status for an additional 30 days.

---

#### **BACKGROUND:**

Luke Headington was hired on August 15, 2024, in an Introductory / Probationary Status. His probationary period ends November 7, 2024, due to not being able to provide his 45-day review until 75 days. I would like to extend his probationary period for an additional 30 days.

#### **FINANCIAL IMPACT:**

None.

#### **RECOMMENDATION:**

Town Council approval for the extension of Luke Headington’s Introductory / Probationary Status for an additional 30 days.

**TOWN OF HILLIARD  
TOWN CLERK'S OFFICE  
Position Process**

Regular Meeting: August 15, 2024

Applicant: Luke Headington  
23302 Outpost Lane  
Hilliard, FL 32046

Position: Administrative Assistant I

Pay Rate: Grade 3 / Step 6  
\$19.62 per hour / \$40,810.00 Annually

Position Starts: August 19, 2024 – Introductory/Probationary Period

Position Status: November 7, 2024 – Regular Full Time Position

**Position Requirements:**

Position requires customer service, cash collections, utility system, proofreading and editing, having effective oral and written communication skills, ability to complete assignments within stringent deadlines, excellent follow-up skills, ability to be sensitive to political issues, responding to citizen inquiries regarding official actions; knowledge of Public Information and Records Laws, and can take on additional municipal duties as required.

High School Diploma or equivalent required, associate degree in business preferred and at least two years' experience in the public sector or equivalent work experience required. Individuals must be proficient in Microsoft Word & Excel computer programs and have knowledge of Florida Statutes.

**Position Information:**

The purpose of this classification is to provide customer service to the citizens of the Town of Hilliard under the general supervision and direction of the Town Clerk. The Administrative Assistant is entrusted with numerous and diverse duties. In addition to the required duties performed, the Administrative Assistant provides assistance and support to the Town Clerk participating in discussion and decision making in a variety of areas relating to job duties and responsibilities. A person must be able to work independently with minimal supervision.

**Conditions of Employment:**

Offer of employment is contingent upon the following: An interview of references and previous employers. Satisfactory results of a background investigation and/or medical examination or inquiry, including a drug screen test.

The Town of Hilliard is an Equal Opportunity Employer and a Drug Free Workplace.





## **AGENDA ITEM REPORT**

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

---

TO: Town Council Regular Meeting Meeting Date: November 7, 2024

FROM: ***John P. Beasley – Mayor & HAC Chair***

SUBJECT: Town Council approval of the 2025 Hilliard Action Committee Event Schedule.

---

#### **BACKGROUND:**

See attached.

#### **FINANCIAL IMPACT:**

N/A

#### **RECOMMENDATION:**

Town Council approval of the 2025 Hilliard Action Committee Event Schedule.

PLEASE REVIEW ALL DATES SO WE CAN BE AHEAD OF THE GAME FOR NEXT YEAR. 😊

Some dates labeled Food Truck Friday are on a Saturday so we can roll them into a large event. This will happen about four times a year.

### **January**

Food Truck Friday: January 24, 2025

### **February**

Food Truck Friday: February 28, 2025

### **March**

Town Clean Up: March 22, 2025

Food Truck Friday: March 28, 2025

### **April**

Vietnam's Voices: April 17-21, 2025

Food Truck Friday: April 25, 2025

### **May**

Food Truck Friday: May 30, 2025

### **June**

Golf Cart Parade: June 28, 2025\*

Food Truck Saturday: June 28, 2025\*

### **July**

4th of July Celebration with Callahan: July 4, 2025

Food Truck Friday: July 25, 2025

### **August**

Food Truck Friday: August 29, 2025

**September**

Car Show: September 6, 2025

Hilliard Harvest Festival: September 27, 2025\*

Food Truck Saturday: September 27, 2025\*

**October**

TRUNK OR TREAT & Food Truck Saturday: October 25, 2025

Parade of Trees: October - December

**November**

Veterans Day Ceremony: November 08, 2025

Food Truck Saturday: November 29, 2025\*

Tree Lighting Ceremony: November 29, 2025\*

**December**

Santa on a Fire Truck: December 13, 2025

Golf Cart Parade: December 27, 2025\*

Food Truck Saturday: December 27, 2025\*

\* Events marked with an asterisk are occurring on the same date

# HILLIARD TOWN COUNCIL MEETING

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

## TOWN COUNCIL MEMBERS

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

## ADMINISTRATIVE STAFF

Lisa Purvis, Town Clerk  
Cory Hobbs, Interim Public Works Director  
Gabe Whittenburg, Parks & Rec Director

## TOWN ATTORNEY

Christian Waugh

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## MINUTES

THURSDAY, OCTOBER 17, 2024, 6:00 PM

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### CALL TO ORDER

### PRAYER & PLEDGE OF ALLEGIANCE

### ROLL CALL

### PRESENT

Mayor John Beasley  
Council President Kenny Sims  
Council Pro Tem Lee Pickett  
Councilman Jared Wollitz  
Councilman Dallis Hunter  
Councilman Joe Michaels  
Town Clerk Lisa Purvis  
Interim Public Works Director, Cory Hobbs  
Land Use Administrator Lee Anne Wollitz  
Public Information Officer & Event Coordinator, Alicia Head  
Nassau County Planning Director, Elizabeth Backe  
Nassau County Interim Assistant Planning Director, Holly Coyle  
Town of Callahan Mayor, Randy Knagge  
Town of Callahan Councilwoman, Ashton Bishop-Vargas  
Town of Callahan Manager & Public Works Director, Mike Williams

### WORKSHOP

- ITEM-1 Presentation to the Town Council of the Nassau County 2050 Vision and Comprehensive Plan.  
***Taco Pope – Nassau County Manager***

Nassau County Planning Director Elizabeth Backe introduces herself and her team to the Town Council, then hands the presentation over to Consultant Kally Saver. Kally Saver presents the Nassau County 2050 Vision and Comprehensive Plan. Following the presentation, Elizabeth Backe, along with Interim Assistant Planning Director Holly Coyle, responds to questions from the Town Council.

**ADDITIONAL COMMENTS**

No additional comments.

**ADJOURNMENT**

Motion to adjourn at 6:55 p.m.

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

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

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

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

ATTEST:

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

APPROVED:

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

# HILLIARD TOWN COUNCIL MEETING

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

## TOWN COUNCIL MEMBERS

John P. Beasley, Mayor  
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Dallis Hunter, Councilman

## ADMINISTRATIVE STAFF

Lisa Purvis, Town Clerk  
Cory Hobbs, Interim Public Works Director  
Gabe Whittenburg, Parks & Rec Director

## TOWN ATTORNEY

Christian Waugh

## MINUTES

THURSDAY, OCTOBER 17, 2024, 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 John Beasley  
Council President Kenny Sims  
Council Pro Tem Lee Pickett  
Councilman Jared Wollitz  
Councilman Dallis Hunter  
Councilman Joe Michaels

## REGULAR MEETING

ITEM-1        Additions/Deletions to Agenda

No additions to or deletions from the agenda.

ITEM-2        Town Council to adopt Resolution No. 2024-18, recognizing City Government Week, October 21st – 27th, 2024 and Encouraging all Citizens to Support the Celebration and Corresponding Activities.

***John P. Beasley – Mayor***

Public Information Officer and Event Coordinator Alicia Head introduces a video submitted to the Florida League of Cities, showcasing the importance of the Town of Hilliard engaging and connecting with its residents.

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

- ITEM-3 Town Council approval to adopt Resolution No. 2024-19, accepting a Florida Department of Transportation amendment for and extension of the Public Transportation Grant Agreement, authorizing and directing the Hilliard Town Council to accept such amendment.  
**Lisa Purvis, MMC – Town Clerk**

Town Clerk Lisa Purvis explains that a new Resolution is required due to authorized signers changing from when the grant was initially accepted.

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

- ITEM-4 Town Council approval of the Minor Subdivision Application No. 20240820, Parcel ID No. 08-3N-24-2380-0012-0022, Property Owner, Paul Knight.  
**Lee Anne Wollitz – Land Use Administrator**

Land Use Administrator Lee Anne Wollitz explains the Minor Subdivision Application No. 20240820.

Motion to approve the application with the Land Use Administrator's conditions.

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

- ITEM-5 Town Council approval of position process for Kendra McNeal's transition from introductory/probationary status to regular full-time.  
**Lisa Purvis, MMC – Town Clerk**

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

- ITEM-6 Town Council to accept the Streets and Water & Wastewater Technician/Backflow Prevention Coordinator, Justin Tuten's resignation effective October 11, 2024.  
**Lisa Purvis, MMC – Town Clerk**

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

- ITEM-7      Town Council to review and accept the Land Use Administrators Quarterly Report for July 1, 2024, through September 30, 2024.  
**Lee Anne Wollitz – Land Use Administrator**
- Motion made by Council Pro Tem Pickett, Seconded by Councilman Hunter.  
Voting Yea: Council President Sims, Council Pro Tem Pickett, Councilman Wollitz, Councilman Hunter, Councilman Michaels
- ITEM-8      Town Council to review and accept the Building Official’s Quarterly Report for July 1, 2024, through September 30, 2024.  
**Bryan Higginbotham – Building Official**
- Motion made by Councilman Michaels, Seconded by Council Pro Tem Pickett.  
Voting Yea: Council President Sims, Council Pro Tem Pickett, Councilman Wollitz, Councilman Hunter, Councilman Michaels
- ITEM-9      Town Council to review and accept the Code Enforcement Officer’s Monthly Reports for the Quarter July 1, 2024, through September 30, 2024.  
**Delvin Miley, Jr. – Code Enforcement Officer**
- Motion made by Council Pro Tem Pickett, Seconded by Councilman Michaels.  
Voting Yea: Council President Sims, Council Pro Tem Pickett, Councilman Wollitz, Councilman Hunter, Councilman Michaels
- ITEM-10     Town Council to reschedule the October 10, 2024, Monthly Workshop.  
**Lisa Purvis, MMC – Town Clerk**
- Motion to reschedule the Monthly Workshop for Monday, October 28, 2024, at 6:00 p.m.
- Motion made by Council President Sims, Seconded by Councilman Wollitz.  
Voting Yea: Council President Sims, Council Pro Tem Pickett, Councilman Wollitz, Councilman Hunter, Councilman Michaels
- ITEM-11     Town Council approval of the Minutes for the October 1, 2024, Workshop, the October 3, 2024, Regular Meeting, and the October 7, 2024, Special Meeting.  
**Lisa Purvis, MMC – Town Clerk**
- Motion made by Council Pro Tem Pickett, Seconded by Councilman Michaels.  
Voting Yea: Council President Sims, Council Pro Tem Pickett, Councilman Wollitz, Councilman Hunter, Councilman Michaels
- ITEM-12     Town Council approval of AECOM Technical Services, Inc., Payable through September 27, 2024, Project Name: Design & Construct New Box Hangar & Hangar Repair at the Hilliard Airpark in the amount of \$22,288.20.  
**FDOT PTGA 100% GRANT FUNDED PROJECT \$391,000; AECOM S.A. NO. 20 LUMP SUM CONTRACT \$111,441**
- Motion made by Council Pro Tem Pickett, Seconded by Council President Sims.  
Voting Yea: Council President Sims, Council Pro Tem Pickett, Councilman Wollitz, Councilman Hunter, Councilman Michaels



- ITEM-13 Town Council approval of AECOM Technical Services, Inc., Payable through October 4, 2024, Project Name: Environmental Assessment for the North and South Property Acquisitions at the Hilliard Airpark in the amount of \$5,000.00.  
**FDOT PTGA 100% GRANT FUNDED PROJECT \$55,000; AECOM S.A. NO. 21 LUMP SUM CONTRACT \$55,000**

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

- ITEM-14 Town Council approval of T B Landmark Construction, Inc., Payable through September 30, 2024, Project Name: Oxford Street Force Main Rerouting in the amount of \$36,163.51.  
**FDEP LPA0302 GRANT FUNDED \$609,000 & CAPITAL FUNDED \$38,670 PROJECT; LUMP SUM PROJECT \$561,770**

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

- ITEM-15 Town Council discussion of RAILSIDE Live YouTube live-stream produced videos of trains. Request to install a Sunba Illuminati on the Hilliard Volunteer Fire Station.

***Dallis Hunter – Councilman***

Councilman Hunter shares that he received a message from a 16-year-old named Jack, who lives in New England and has a passion for trains. Jack, who owns a few cameras that livestream trains in the New England states, has expressed interest in installing a camera to capture train footage here in Hilliard. He came across Hilliard because he visits family periodically in Yulee, Florida. Councilman Hunter also proposes adding a YouTube link to the footage on the Town's website should this be approved and that any associated costs would be the responsibility of the camera owner, not the Town.

Town Attorney Christian Waugh to draft a hold harmless agreement should this project move forward.

Dustin Winnon of 37135 Railroad Street, expresses concerns about the possibility of the camera pointing toward his or his neighbors' homes.

The agreement for the camera will specify that it must not be directed at any residents' houses, and Councilman Hunter will continue discussions with the Town Attorney on this matter.

## ADDITIONAL COMMENTS

### PUBLIC

**Timothy Fisk, of 27146 West First Avenue, Hilliard** expresses his frustration that the Land Use Administrator was not held to a 3-minute speaking limit during public comments at the last Regular Meeting on Thursday, October 3, 2024, which he feels was discriminatory. He also expresses disbelief that an attorney would support that approach. Additionally, Fisk mentions that at the same meeting, he requested a Public Records

Request but did not receive the specific Florida Statutes he had asked for, prompting him to submit an official request following this meeting.

## **MAYOR & TOWN COUNCIL**

**Councilman Michaels**, reports that the Parks & Recreation department has 100 girls signed up for volleyball, 107 children registered for soccer, and 75 kids signed up for basketball.

**Councilmen Wollitz and Councilman Hunter**, express their gratitude to the Volunteer Firefighters who provided assistance during the recent storms.

**Mayor Beasley**, announces that there will be a HAC Meeting on Monday, October 21, 2024, at 7:00 p.m. Additionally, a workshop will be held on Tuesday, October 22, 2024, at 6:00 p.m. in celebration of Florida League of Cities Government Week, which runs from October 21 to 27. During this meeting, the Council will recognize the winners of the "If I Were the Mayor of Hilliard..." essay contest and host a Mock Town Council Meeting for student participation.

The Nassau County Economic Development Board has rescheduled its meeting to Thursday, October 24, 2024, at 6:00 p.m. at Wildlight.

He adds that this is the final meeting before the election and encourages everyone to go out and vote.

## **ADMINISTRATIVE STAFF**

### **PRESENT:**

Town Clerk, Lisa Purvis  
Interim Public Works Director, Cory Hobbs

### **ABSENT:**

Parks & Recreation Director, Gabe Whittenburg

**Interim Public Works Director Cory Hobbs**, states that Miller Electric Company has a proposed start date of November 4, 2024, to begin the installation of the back up generator at the fire station.

**Town Clerk Lisa Purvis** reports that the Town will finalize the purchase of the 25x125 lot at Georgia Street and West Seventh Avenue on October 18, 2024.

The Nassau Delegation meeting is scheduled for November 13, 2024, from 12:00 p.m. to 3:00 p.m. at the Nassau County Board of County Commissioners Chambers.

Rural Counties Day will take place on March 20, 2025, at the Florida State Capitol in Tallahassee, Florida.

Hilliard Aviation, Inc. has provided the Town with a \$15,000 check along with their annual profit and loss financial statement.

## **TOWN ATTORNEY**

**Town Attorney Christian Waugh** thanks Town Clerk Lisa Purvis for noting the upcoming property closing on Georgia Street and advises the Clerk that he will have the contract for PQH on October 18, 2024.

He is also collaborating with Land Use Administrator Lee Anne Wollitz on an issue related to the sign ordinance.

Additionally, he provides an explanation of the Town's rules concerning public comments.

**ADJOURNMENT**

Motion to adjourn at 7:37 p.m.

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

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

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

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

ATTEST:

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

APPROVED:

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

# HILLIARD TOWN COUNCIL MEETING

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

## TOWN COUNCIL MEMBERS

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

## ADMINISTRATIVE STAFF

Lisa Purvis, Town Clerk  
Cory Hobbs, Interim Public Works Director  
Gabe Whittenburg, Parks & Rec Director

## TOWN ATTORNEY

Christian Waugh

## MINUTES

TUESDAY, OCTOBER 22, 2024, 6:00 PM

### CALL TO ORDER

### PRAYER & PLEDGE OF ALLEGIANCE

### ROLL CALL

### PRESENT

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

The Town Council leaves their seat for the following items:

### WORKSHOP

ITEM-1 In honor of Florida City Government Week, October 21 – 27, 2024, the Hilliard Elementary School students participated in an Essay Contest titled “If I were the Mayor of Hilliard \_\_\_\_\_”.  
***John P. Beasley – Mayor***

Mayor Beasley expresses gratitude to everyone who took part in the Town’s City Government Week activities. He extends special thanks to Town Clerk Lisa Purvis for leading the event from the start, and to Public Information Officer & Event Coordinator Alicia Head for bringing the idea of a Mock Town Council Meeting to fruition.

Mayor Beasley then reads essays and presents Honorable Mention Certificates to Lilith Wood and Braylen Oliver. He proceeds to award Winner Certificates and cash prizes, presenting Emma Jo Allen with Third Place and \$20, Adalynn Adams with Second Place and \$30, and finally Noah Blake Hughes with First Place and \$50.

ITEM-2

In honor of Florida City Government Week, October 21 – 27, 2024, the Hilliard Elementary School students will conduct a Mock Town Council Meeting.

**John P. Beasley – Mayor**

Mayor Beasley has appointed Noah Blake Hughes as Mayor.

The following representatives were elected from the 5th Grade classes:

- Councilwoman Raelynn Smith
- Councilman Gavin Tappe
- Councilwoman Lily Strickland
- Councilwoman Isabella Mason
- Councilman Barren Boucher

The Mock Town Council members are now seated, and the Mock Town Council Meeting begins.

**ITEM-1** Town Council to discuss removing Homework from all schools in the Town of Hilliard.

Motion to remove Homework from all schools in the Town of Hilliard.

Councilwoman Mason suggests that we don't need homework since we already learn a great deal each day in school. She states that this time would be better spent with our families.

Councilman Boucher argues in favor of homework, stating that since we only have seven hours of school, homework helps keep the mind refreshed and prepared for the next day.

Motion made by Councilman Tappe, Seconded by Councilwoman Mason.  
Voting Yea: Councilman Boucher, Councilwoman Smith, Councilwoman Strickland, Councilwoman Mason, Council Councilman Tappe

**ITEM-2** Town Council to discuss building a shelter for the animals.

Motion to build a shelter for the animals in the Town of Hilliard.

Councilwoman Smith supports the idea, explaining that it would make it easier for people to adopt pets and provide a place for citizens to bring abandoned animals to the shelter.

Councilman Boucher notes that the only local shelter is in Yulee, so having one in Hilliard would help prevent animals from getting injured.

Councilwoman Strickland mentions that there are many stray cats and dogs in Hilliard, and providing them with a home would be ideal.

Motion made by Councilwoman Mason, Seconded by Councilwoman Strickland.  
Voting Yea: Councilman Boucher, Councilwoman Smith, Councilwoman Strickland, Councilwoman Mason, Council Councilman Tappe

**ITEM-3** Town Council to discuss closing school during hunting season.

Motion to close school during hunting season.

Councilwoman Smith suggests that there should be no school during hunting season, allowing more time to enjoy hunting and family activities.

Councilwoman Strickland suggests that there should be no school during the first week of hunting season to ensure students don't miss any important experiences.

Councilman Boucher argues that school should continue during hunting season, as it lasts a long time, and missing school would leave students unprepared for the next grade.

Councilwoman Mason argues that we should have school because missing days would require us to make them up later.

Danielle Laudermilk of Ohio Street, asks the Mock Town Council when they would schedule make-up dates if a break is taken for hunting season.

The Mock Town Council is undecided at this time regarding this question.

Motion made by Councilwoman Strickland, Seconded by Councilman Tappe.

Voting Yea: Councilwoman Smith, Councilwoman Strickland, Councilman Tappe

Voting Nay: Councilwoman Mason, Councilman Boucher

**ITEM-4** Town Council to discuss giving the parks a facelift and adding a shelter for any homeless.

Motion to give the parks a facelift and add a shelter for homeless.

Councilman Boucher states that if the park undergoes a facelift and includes a homeless shelter, it will provide a more modern space where homeless individuals can have access to housing, food, and essential resources, preventing them from having to rely on roadkill for sustenance.

Councilwoman Mason emphasizes the need to revitalize the parks and add a shelter for the homeless, noting that some areas are in poor condition. She believes it's crucial for local children to have a safe and enjoyable place to play, as the current state of the parks, along with the presence of many homeless individuals, is preventing them from doing so.

Councilwoman Strickland proposes that if the parks are renovated, adding a food court would be a great addition to provide families with activities to enjoy.

Mayor Beasley asks the Mock Town Council where the shelter will be located.

Councilman Tappe responds that there is a forest behind his house where both

the park and the homeless shelter could be situated.

Councilman Boucher adds that the trees could be cleared to make room for this.

Councilwoman Mason mentions that the trees at the skate park could be cut down to create a larger shelter.

Motion made by Councilman Tappe, Seconded by Councilwoman Mason.  
Voting Yea: Councilman Boucher, Councilwoman Smith, Councilwoman Strickland, Councilwoman Mason, Council Councilman Tappe

**ITEM-5** Town Council to discuss adding a hotel in Hilliard.

Motion to add a hotel in Hilliard.

Councilwoman Strickland suggests that a hotel should be added, as it would provide accommodation for families attending events or other activities in the area.

Councilman Tappe states that adding a hotel would attract more visitors to Hilliard, resulting in increased revenue for the town and contributing to a more stable Florida.

Councilwoman Mason points out that there are many trees in the town, and if action isn't taken, they could potentially catch fire and threaten nearby houses. She emphasizes the importance of having a designated place for people to go in case of an emergency.

Councilman Boucher raises the question of what happens if travelers passing through town need a place to stay.

Motion made by Councilwoman Mason, Seconded by Councilman Boucher.  
Voting Yea: Councilman Boucher, Councilwoman Smith, Councilwoman Strickland, Councilwoman Mason, Council Councilman Tappe

## **ADDITIONAL COMMENTS**

No additional comments.

## **ADJOURNMENT**

Motion to adjourn at 6:29 p.m.

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

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

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Kenneth A. Sims, Sr.  
Council President

ATTEST:

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Lisa Purvis  
Town Clerk

APPROVED:

---

John P. Beasley  
Mayor



MITTAUER &  
 ASSOCIATES, INC.  
 580 Wells Rd  
 Orange Park, FL 32073  
 +19042780030



Invoice 24593

ITEM-12

**BILL TO**

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

DATE	PLEASE PAY	DUE DATE
10/31/2024	\$13,760.00	11/20/2024

**M&A PROJECT NO.**

9610-60-1

DESCRIPTION	AMOUNT
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8-INCH PARALLEL WATER MAIN EXTENSION TO FAA FACILITY  
 TOWN OF HILLIARD, FLORIDA

Engineering services concerning the 8-inch Parallel Water Main Extension to FAA Facility project for the Town of Hilliard including progress toward topographic surveying services during the period ending October 25, 2024.

- LUMP SUM CONTRACT AMOUNT: \$199,680.00  
 Item A. Engineering Design, \$84,840 (0% complete)  
 Item B. Topographic Survey, \$17,200 (80% complete)  
 Item C. Permit Applications, \$12,000 (0% complete)  
 Item D. Construction Bidding Services, \$4,000 (0% complete)  
 Item E. Construction Administration, \$36,360 (0% complete)  
 Item F. Resident Project Representative services, \$39,680 (0% complete)  
 Item G. Record Drawings, \$5,600 (0% complete)

AMOUNT PREVIOUSLY INVOICED: \$0.00

<b>Amount Earned This Period</b>	13,760.00
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Thank you for your business.

<b>TOTAL DUE</b>	<b>\$13,760.00</b>
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THANK YOU.



## AGENDA ITEM REPORT

### TOWN OF HILLIARD, FLORIDA

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TO: Town Council Regular Meeting Meeting Date: November 7, 2024

FROM: ***Dallis Hunter – Councilman***

SUBJECT: Town Council approval of the Camera Agreement with Mr. Steve Hutchinson to install, maintain, and operate a camera on the Town-owned firehouse for the purpose of monitoring the adjacent train tracks.

---

#### **BACKGROUND:**

See attached.

#### **FINANCIAL IMPACT:**

None.

#### **RECOMMENDATION:**

Town Council approval of the Camera Agreement with Mr. Steve Hutchinson to install, maintain, and operate a camera on the Town-owned firehouse for the purpose of monitoring the adjacent train tracks.

## CAMERA AGREEMENT

**THIS CAMERA AGREEMENT** ("Agreement") is made and entered into by and between the Town of Hilliard, Florida, a Florida municipal corporation ("Town"), and STEVE HUTCHINSON, an individual residing at \_\_\_\_\_ ("Citizen"). The Town and Citizen may be referred to collectively as the "Parties."

**1. Purpose.** The purpose of this Agreement is to allow Citizen to install, maintain, and operate a camera on the Town-owned firehouse located at \_\_\_\_\_ ("Firehouse") for the purpose of monitoring the adjacent train tracks. The camera will connect to the Town's internet network.

### **2. Term and Termination.**

2.1. Term. This Agreement shall commence on \_\_\_\_\_ and continue indefinitely, unless earlier terminated in accordance with this Agreement.

2.2. Termination. The Town may terminate this Agreement at any time, with or without cause, by providing [number] days' written notice to the Citizen. Upon termination, the Citizen shall promptly remove the camera and all associated equipment from the Firehouse and restore any affected property to its original condition.

### **3. Installation, Maintenance, and Operation.**

3.1. Installation. The Citizen shall be responsible for all costs associated with the installation, maintenance, and operation of the camera. The installation shall be conducted in a manner that does not damage the Firehouse or interfere with its operations.

3.2. Positioning and Operation. The camera shall be positioned to monitor the train tracks and shall not record private residences or other areas where there is a reasonable expectation of privacy.

3.3. No Interference. The camera and any related equipment shall not obstruct or interfere with Town operations at the Firehouse.

### **4. Data Access and Use.**

4.1. Data Ownership. Citizen recognizes and agrees that all footage taken on the camera may be subject to public records requests, to the extent that the Town accesses or makes use of the camera and that Citizen shall not and cannot be an owner of such footage or any media deriving from such access because it is public under Florida law.

4.2. Town Access. The Town shall have the right to access footage as needed for public safety, legal purposes, and shall always have appropriate login or password information for immediate access.

4.3. Restrictions on Use. The Citizen agrees not to use the footage for commercial purposes or distribute it to third parties without the Town's prior written consent, except as required by law. For the sake of this Agreement, the Town understands and agrees that Citizen may host or share such footage on YouTube and receive income via commercials related to the YouTube.

## **5. Indemnification and Liability.**

5.1. Indemnification. The Citizen shall indemnify, defend, and hold harmless the Town, its officers, employees, and agents from any claims, liabilities, damages, or expenses arising out of or related to the installation, maintenance, operation, or use of the camera and its footage.

5.2. No Liability for Malfunction. The Town shall not be liable for any matter relating to the camera, including its installation, maintenance, operation, use, footage, malfunction of the camera, interruptions in the Wi-Fi or internet networks, or any consequences of the camera's failure to record. In all events, by executing this Agreement, Citizen releases the Town from any liability whatsoever as regards the camera, for which Citizen assumes full responsibility.

## **6. Privacy Protections.**

6.1. Compliance with Privacy Laws. The Citizen agrees to comply with all applicable privacy laws and regulations and shall ensure the camera does not infringe on individuals' privacy rights.

6.2. Positioning Requirements. The camera shall be positioned in a manner that avoids capturing footage of private residences or areas where individuals have a reasonable expectation of privacy.

## **7. Cybersecurity Measures.**

7.1. Network Security Standards. If the Town chooses, then the camera shall meet specific cybersecurity standards established by the Town's IT department to protect against unauthorized access.

7.2. Access Controls. The Citizen shall implement reasonable access controls to limit who can view and manage the camera's settings and footage, however, in all events the Town shall have the privilege of access.

7.3. Security Breach Notification. In the event of a suspected or confirmed cybersecurity breach involving the camera or its footage, the Citizen shall notify the Town immediately and cooperate with any investigation.

**8. Insurance Requirements.** The Town shall not be required to maintain any insurance on or related to the camera. Citizen may maintain liability insurance in any amount that

he desires. In no event shall Citizen make a claim on Town’s insurance for any matter relating to the camera, whether arising out of the Town’s own negligence or willful act or otherwise.

**9. Dispute Resolution.** In the event of a dispute arising under this Agreement, the Parties agree to attempt resolution through mediation before pursuing any other legal remedies. In the event of binding arbitration or litigation that arises under this Agreement, the prevailing Party shall be entitled to the prevailing Party’s reasonable costs and attorney fees.

**10. Miscellaneous Provisions.**

10.1. No Assignment. This Agreement shall be personal to the Citizen and may not be assigned or transferred without the Town's prior written consent.

10.2. Notice. Any notice or correspondence in regard to this Agreement, including official notices, must be sent to the following address or email address:

*If to Citizen:* Steve Hutchinson, \_\_\_\_\_

*If to Town:* Lisa Purvis, lpurvis@townofhilliard.com

10.3. Entire Agreement. This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, discussions, or understandings, whether written or oral.

10.4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of [State Name].

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date set forth below.

**TOWN OF HILLIARD**

By: \_\_\_\_\_  
Kenny Sims, Town Council President

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

**CITIZEN**

By: \_\_\_\_\_  
STEVE HUTCHINSON

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