

# HILLIARD TOWN COUNCIL MEETING

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

## TOWN COUNCIL MEMBERS

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

## ADMINISTRATIVE STAFF

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

## TOWN ATTORNEY

Christian Waugh

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## AGENDA

**THURSDAY, MARCH 17, 2022, 7:00 PM**

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### NOTICE TO PUBLIC

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

### PLEDGE OF CIVILITY

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

## CALL TO ORDER

## PRAYER & PLEDGE OF ALLEGIANCE

## ROLL CALL

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

## REGULAR MEETING

**ITEM-1** Additions/Deletions to Agenda

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

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

- ITEM-4** Town Council approval to contract with Kynex, Inc. in the amount of \$15,000.00 each, for the Joint Fireworks Display with the Town of Callahan at the Northeast Florida Fairgrounds on Saturday, July 2, 2022.  
***John P. Beasley – Town Council President***
- ITEM-5** Town Council approval to set Workshop for Monday, April 4, 2022, at 6:00 p.m. for the Annual Financial Statements, September 30, 2021, Preliminary & Tentative Review.  
***Lisa Purvis, MMC – Town Clerk***
- ITEM-6** Town Council approval of the Minutes from the March 3, 2022, Regular Meeting.  
***Lisa Purvis, MMC - Town Clerk***
- ITEM-7** Town Council approval of Hilliard Property Settlement Agreement between John Ryan Hern & Heather Hern and the Town of Hilliard in the amount of \$6,500 plus Professional & Legal Services Cost.  
***Christian W. Waugh – Town Attorney***
- ITEM-8** Town Council decision on Preliminary Plat for Pine Street Estate Subdivision, Property Owner Ralph Bennett.  
***Christian Waugh - Town Attorney***

#### **ADDITIONAL COMMENTS**

**PUBLIC**

**MAYOR & TOWN COUNCIL**

**ADMINISTRATIVE STAFF**

**TOWN ATTORNEY**

#### **ADJOURNMENT**

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

#### **TOWN COUNCIL MEETINGS**

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

#### **PLANNING & ZONING BOARD MEETINGS**

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

## **MINUTES & TRANSCRIPTS**

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

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

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

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

## **ADA NOTICE**

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

## **APPEALS**

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

## **PUBLIC PARTICIPATION**

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

## **EXPARTE COMMUNICATIONS**

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

## **2022 HOLIDAYS**

### **TOWN HALL OFFICES CLOSED**

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



## AGENDA ITEM REPORT

### TOWN OF HILLIARD, FLORIDA

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TO: Town Council Regular Meeting Meeting Date: March 17, 2022

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

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

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#### **BACKGROUND:**

Mr. Bill Prange has been the Town's Professional Engineer for all Airpark Improvements at Hilliard Airpark since November 20, 2008. The current Master Engineering Agreement between the Town and AECOM expired this past month therefore, the Town advertised for engineering services, and I am pleased to advise that we received one professional services proposal from our current engineer Mr. Bill Prange with AECOM. We are extremely pleased with the services that Mr. Prange has provided over the years.

#### **FINANCIAL IMPACT:**

Individual Supplement Agreements Task Orders containing cost for engineering services for Airport Improvements at Hilliard Airpark under this Master Agreement will require approval by the Town Council.

#### **RECOMMENDATION:**

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



DATE: January 21, 2022

TO: Nassau County Record

FROM: Hannah Martinez, Town of Hilliard

RE: Legal Advertisement

Please run the attached advertisement in your papers legal section one time on Wednesday, January 26, 2022. Send proof prior to advertising to me at [hmartinez@townofhilliard.com](mailto:hmartinez@townofhilliard.com) and proof of publication and invoice to the Town of Hilliard once advertisement runs.

Thank you.

REQUEST FOR QUALIFICATIONS (RFQ)  
PROFESSIONAL GENERAL PLANNING & ENGINEERING CONSULTING  
SERVICES - AIRPORT IMPROVEMENTS AT  
HILLIARD AIRPARK (01J)

Due Date and Time: Feb. 24<sup>th</sup>, 2022 @ 4:00 p.m.

The Town of Hilliard, Florida, pursuant to the "Consultant's Competitive Negotiation Act" (CCNA) section 287.055, Florida Statutes, as may be amended, and Federal Aviation Administration Advisory Circular 150/5100-14E, hereby requests statements of qualifications and performance data from professional engineering/planning firms (hereinafter "Consultant"), that are duly licensed and registered to practice in the State of Florida, and that desire to render such services for the Hilliard Airpark (01J).

Services may include the performance of all preliminary, design, bidding and negotiation, and construction phase related services for general aviation planning, environmental, land acquisition, and site/civil development and reconstruction projects, including, but not limited to, surveying, subsurface explorations, geotechnical analysis, civil, structural, environmental, mechanical, electrical, landscaping, architectural, bidding/award, construction administration, resident inspection, technical studies, preparation of plans, specifications, construction contract documents, engineer's design reports, cost estimating and scheduling, grant administration and all other related services as may be requested by the Town.

All Qualifications received in response to this RFQ will be reviewed by an Evaluation Committee. In order to be considered, submittals must be received by the Town Clerk of the Town at 15859 West CR 108, Hilliard, FL 32046, no later than 4:00 p.m. Thursday, Feb. 24, 2022 which time all responses to this request will be opened and recorded in the presence of one (1) or more witnesses.

A copy of the Instructions and RFQ Document can be obtained from the Town Clerk, Lisa Purvis, [lpurvis@townofhilliard.com](mailto:lpurvis@townofhilliard.com) or on our website at [www.townofhilliard.com](http://www.townofhilliard.com).

The solicitation does not commit the Town to award any contracts, to pay any costs incurred in the preparation of a response to this RFQ, or to contract for any services. The Town reserves the right to reject any or all submittals received as a result of this solicitation, or to cancel in part or in its entirety this RFQ, if it is in the best interest of the Town to do so.

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

Lisa Purvis, MMC, Town Clerk, Town of Hilliard

February 24, 2022

Attn: Lisa Purvis, MMC  
**Town of Hilliard**  
15859 W CR 108  
Hilliard, Florida 32046

**RE: Qualifications to Provide Professional General Planning & Engineering Consulting Services –  
Airport Improvements at Hilliard Airpark (01J)**

Dear Selection Committee Members:

Selecting the right General Consultant is vital. Your Consultant must be able to anticipate needs, develop innovative, efficient solutions, and work proactively to deliver quality projects successfully. AECOM is eager to continue providing these Professional Planning and Engineering Services for you at Hilliard Airpark (01J). We feel that our performance under our current 5-year contract, as well as previous contracts, attests to the high caliber of our services and our total commitment to serving you with the excellence you expect and deserve.

**Experienced Professional Leadership.** AECOM clearly understands your goals and we have assembled a consulting team designed to help you achieve them. In the team we are proposing, you will see many familiar faces – people you've come to know and trust. This is a multi-faceted group of professionals who are among the very best in the industry. We are pleased to commit **Bill Prange, PE**, our Project Manager and your primary contact, who has been instrumental in project management and hands-on technical and construction management activities at 01J for the past 13 years. Bill will be supported by three **Task Managers - Kelli Piercy, PE, Miguel Sanchez, AIA, and Howard Klein**. Bill has worked on airport projects with each of these Task Managers during the past 20 years. Also, a large number of other people named in this submittal have been involved in some capacity in our work at 01J, including our subconsultants. This contract is entirely compatible with all of our projected workloads. Bill can be contacted at: AECOM Technical Services, Inc., 9421 71st Drive, Live Oak, FL 32060 | M:386.898.2298 | bill.prange@aecom.com.

**Our Team Partners.** As subconsultants, we propose to use **Cal-Tech Testing, Inc. [UCP Certified DBE]** of Jacksonville for geotechnical and materials testing and **SAM Surveying and Mapping, LLC** (formerly Ghiotto & Associates, Inc.) of Jacksonville for surveys, SUE, and aerial mapping and photogrammetry. In addition, we will add a subconsultant to provide land acquisition services when needed. We are comfortable in stating that no other team can match our ability to meet all your needs. If any specialty tasks arise during the contract period that we cannot handle in-house, or if the Town desires that we subcontract with a firm for a specific purpose we will add subs as needed.

**Ability to Respond to Your Needs.** Our team approach and depth of staff assure that we will always be responsive to your needs. Our abilities are further enhanced by our knowledge of all the applicable regulations and agency requirements, by our excellent relationships with FAA and FDOT, and by our strong track record in helping our clients obtain grant funding for their projects. Among the advantages we offer you are:

- ▶ A 78-year history of excellence in airport design, planning, environmental, construction inspection, and ongoing O&M.
- ▶ Over 60 years of experience at Florida's airports, including on-call/general consulting services for more than 30 of them – predominantly general aviation facilities.
- ▶ In-depth, first-hand knowledge of Hilliard Airpark.
- ▶ An experienced Project Manager who is thoroughly familiar with Hilliard Airpark and who excels at serving as an extension of client staff.
- ▶ A strong track record in applying for and administering grant projects from multiple sources.
- ▶ Complete knowledge of FAA and FDOT criteria and procedures.
- ▶ Excellent working knowledge of the projects in your anticipated work program, and ability to perform all of them in-house.
- ▶ A streamlined technical process that facilitates coordination with the Town, Pilot's Association and within the project team.
- ▶ Demonstrated abilities in project management, in meeting schedules and budgets, and in construction-phase services to assure compliance with plans and specifications.

**The AECOM Team is Your Partner for Success.** Clearly understanding your goals and working closely in partnership, leveraging our expertise to provide innovation and cost-effective services, and responding to each and every request will be our focus. All of us at AECOM are very sensitive to the fact that when you call, you need us right away. We are in an excellent position to respond immediately with staff from our Tampa office or with our Project Manager from his home office in Live Oak. No project is too small to receive our exacting, personalized service. And no project is too large or diverse for us to complete it in a high-quality, on-time manner. You may rest assured that we will do everything necessary to make each project successful.

Respectfully submitted,  
AECOM Technical Services, Inc.



Steven G. Henriquez, PE  
Authorized Signatory

**ENGINEERING AGREEMENT BETWEEN  
THE TOWN OF HILLIARD  
AND  
AECOM TECHNICAL SERVICES, INC.**

THIS AGREEMENT is made and entered into this 17<sup>th</sup> day of March 2022, by and between the **TOWN OF HILLIARD**, owner of the Hilliard Airpark (0J), a municipal corporation of the State of Florida, hereinafter called the "TOWN", and **AECOM TECHNICAL SERVICES, INC.**, a California corporation authorized to do business in the State of Florida, with offices located in Tampa, Florida, hereinafter called the "CONSULTANT".

**WITNESSETH:**

**ARTICLE I**

The TOWN hereby retains the CONSULTANT to furnish planning, programming, engineering and technical management services as specifically assigned by the TOWN, beginning on March 17, 2022, in connection with the planning, design and development of the Hilliard Airpark. The term of this AGREEMENT shall be five (5) years from the date of execution.

Each individual assignment shall be the subject of a separate agreement, supplemental to this Agreement, and shall be designated "Supplemental Agreement No. \_\_\_\_\_", the "number" being in accordance with the sequence in which the assignments are made.

**ARTICLE II**

**Services by CONSULTANT**

CONSULTANT may provide planning, design, and construction related services. Such services could include, but not necessarily be limited to, surveying; subsurface exploration; geotechnical analysis; civil, structural, environmental, mechanical, electrical, landscape architecture, and architectural design; planning; environmental study and documentation; permit application; bidding and construction administration; resident construction representation; technical studies; utility studies; transportation studies; project plans, specifications, and construction contract documents; engineering design reports; land acquisition services; grant application and management; cost estimating and scheduling, attendance at meetings; and other services as may be requested by the TOWN.

The TOWN's responsibilities shall be as set forth in the covenants of the applicable Supplemental Agreement covering the specific assignment involved which is issued pursuant to this Agreement.

CONSULTANT will perform the services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.

In the performance of its services on behalf of TOWN, CONSULTANT (a) is not recommending any action be taken by TOWN; (b) is not acting as a municipal advisor to TOWN and does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act, to TOWN with respect to the information and material contained in this communication or any project deliverable; and (c) is acting in its own interests. TOWN should discuss any information and material contained in this communication and/or any project deliverable with TOWN's internal and/or external advisors and experts that it deems appropriate before acting on analyses and/or recommendations provided by CONSULTANT in connection with the proposed assignment.

Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by CONSULTANT will represent its best judgment based on its experience and available information. The TOWN recognizes that CONSULTANT has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or contractors' methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, CONSULTANT does not guaranty that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT."

### ARTICLE III

**Project Schedules.** The CONSULTANT shall perform the services outlined under Article II of this Agreement and as specifically established in subsequent Supplemental Agreements in a timely manner consistent with the assignment schedules as mutually agreed upon by the TOWN and the CONSULTANT commencing upon written authorization by the TOWN to proceed with the assignment and terminating upon completion of the Project.

### ARTICLE IV

**Joint Cooperation.** The closest collaboration and cooperation shall be maintained by the CONSULTANT with representatives of the TOWN and the TOWN will be entitled at all times to be advised, at its request, of the status of work done by the CONSULTANT and of the details thereof. The TOWN shall furnish to the CONSULTANT all pertinent existing information deemed necessary by the CONSULTANT to be relevant to the execution of the Project. The TOWN will have the right to inspect the work of the CONSULTANT at any time.

### ARTICLE V

**Specialty Consultants.** Determination of the need for and selection of Specialty Consultants shall be made jointly by the CONSULTANT and the TOWN.

## ARTICLE VI

**Ownership and Reuse of Documents.** All tracings, plans, specifications, maps, computer data prepared or obtained under a specific Assignment of this Agreement shall remain the property of the TOWN. However, any use of plans and specifications, except for the use specifically intended by the documents, will be at the TOWN's sole risk and the TOWN will indemnify the CONSULTANT from any and all claims and liabilities which may result from re-use of work documents for purposes other than that intended. Any modification or reuse of any work product produced under the Agreement shall be without liability to CONSULTANT. CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the TOWN or others without independent review or evaluation. Additionally, CONSULTANT should not be held liable for the accuracy or reliability of any partially completed work.

## ARTICLE VII

**Claims.** Claims arising from changes or revisions made by the CONSULTANT at the TOWN's request shall be presented to the TOWN before work starts under the changed condition. In any case, where the CONSULTANT deems that extra compensation is due for work not covered herein, or in the Supplemental Agreement, the CONSULTANT shall notify the TOWN in writing of its intention to make claim for extra compensation before work begins on which the claim is based. If such notification is not given and the TOWN is not afforded proper facilities by the CONSULTANT for keeping strict account of actual costs, then the CONSULTANT may waive their request for such extra compensation. However, the TOWN is not obligated to pay the CONSULTANT if the TOWN is not notified as described above. The CONSULTANT may refuse to perform additional work requested by the TOWN until appropriate agreement is executed by the parties. Such notice by the CONSULTANT and the fact that the TOWN has kept account of the costs as aforesaid shall not in any way be construed as proving the validity of the claim.

## ARTICLE VIII

**Laws and Ordinances.** The CONSULTANT shall comply with Federal, State and local laws and ordinances applicable to the work.

## ARTICLE IX

**Assignment.** Except as provided in any Supplemental Agreement, the CONSULTANT shall not sublet, assign or transfer any work under this Agreement without the written consent of the TOWN.

## ARTICLE X

**Termination.** The provisions of this Agreement may be terminated by either party without cause, in which event at least thirty (30) days prior written notice of such termination shall be given to the other.

- (1) In the event the TOWN causes abandonment, termination, or suspension of this Agreement or parts thereof, the CONSULTANT shall be compensated for



services rendered up to the time of such termination on a quantum merit basis and documents shall remain the property of the TOWN as outlined in Article VI.

- (2) In the event the CONSULTANT terminates this contract without cause, the TOWN shall have full authority to appropriate or use all tracings, plans, specifications, maps, computer programs and data prepared or obtained under a specific Supplemental to this Agreement and may enter into an agreement with others for the completion of the work under this contract. All costs and damages incurred by the TOWN because of such termination by the CONSULTANT, including the cost of completing the work under this contract or any supplemental agreement thereto, shall be charged to the CONSULTANT. In case the expense so incurred by the TOWN is less than the sum which would have been payable to the CONSULTANT if the work had been completed under this contract, the CONSULTANT shall receive the difference. In case the expense exceeds the sum which would have been payable under the contract, then the CONSULTANT shall be liable to pay the TOWN such excess.

## ARTICLE XI

**Reimbursement.** The TOWN will pay the CONSULTANT in accordance with the covenants of each Supplemental Agreement. In cases where the TOWN desires to authorize services on a time and material basis the salary rates shown in Attachment III shall apply. These rates shall be evaluated annually and adjusted in accordance with annual salary increases.

TOWN shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. If payment is not maintained on a thirty (30) day current basis, CONSULTANT may suspend further performance until payments are current. TOWN shall notify CONSULTANT of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount.

## ARTICLE XII

**Truth in Negotiations.** The CONSULTANT warrants that the wage rates and other factual unit costs supporting the lump sum compensation for each Supplemental Agreement are accurate, complete and current at the time of contracting and that the original contract price and any additions thereto shall be adjusted to exclude any significant sums where the TOWN determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

## ARTICLE XIII

**Prohibition Against Contingent Fees.** 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 Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee of the CONSULTANT any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

## ARTICLE XIV

**Certification of Restrictions on Lobbying.** The CONSULTANT agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the CONSULTANT to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any FDOT Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

## ARTICLE XV

**Access to Records.** The TOWN, FAA, FDOT and any other duly authorized representative shall have access to any books, documents, papers and records of the CONSULTANT which are directly pertinent to a specific Grant Program or supplemental to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions. The CONSULTANT shall maintain all project records for three (3) years after final payment is made and after all other pending matters are closed, whichever is later.

## ARTICLE XVI

**FAA, FDOT and DOT.** In this Agreement, reference is made to the Federal Aviation Administration as FAA; Florida Department of Transportation as FDOT; and the United States Department of Transportation as DOT.

## ARTICLE XVII

**Title VI Assurances.** The provisions of Attachment I, included and attached herein, are incorporated by reference into this Agreement.

## ARTICLE XVIII

**Insurance.** The CONSULTANT shall provide insurance in accordance with Attachment II.

## ARTICLE XIX



**Certification of Engineer.** The provisions of Attachments I and II, included and attached herein; are incorporated by reference into this Agreement.

## ARTICLE XX

**No Third Party Rights.** This Agreement shall not create any rights or benefits to parties other than the TOWN and CONSULTANT. No third party shall have the right to rely on CONSULTANT's opinions rendered in connection with the Services without the written consent of CONSULTANT and the third party's agreement to be bound to the same conditions and limitations as the TOWN.

## ARTICLE XXI

**Hazardous Substances.** All nonhazardous samples and by-products from sampling processes in connection with the Services shall be disposed of by CONSULTANT in accordance with applicable law; provided, however, that any and all such materials, including wastes, that cannot be introduced back into the environment under existing law without additional treatment, and all hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the Services, shall be packaged in accordance with the applicable law by CONSULTANT and turned over to the TOWN for appropriate disposal. CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this Agreement. CONSULTANT, at the TOWN's request, may assist the TOWN in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but CONSULTANT shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. The TOWN shall sign all necessary manifests for the disposal of Hazardous Substances. If the TOWN requires: (1) CONSULTANT's agents or employees to sign such manifests; or (2) CONSULTANT to hire, for the TOWN, the Hazardous Substances transportation, treatment, or disposal contractor, then for these two purposes, CONSULTANT shall be considered to act as the TOWN's agent so that CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances, and the TOWN shall indemnify CONSULTANT against any claim or loss resulting from such signing.

## ARTICLE XXII

**Force Majeure.** An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.

In the event of Force Majeure, the obligations of CONSULTANT to perform the Services shall be suspended for the duration of the event of Force Majeure. In such event, CONSULTANT shall be equitably compensated for time expended and expenses incurred during the event of Force Majeure and the schedule shall be extended by a like number of days as the event of Force Majeure. If Services are suspended for thirty (30) days or more, CONSULTANT may, in its sole discretion, upon 5 days prior written notice, terminate this Agreement or the affected Work Order, or both. In the case of such termination, in addition to the compensation and time extension set forth above, CONSULTANT shall be compensated for all reasonable termination expenses.

### ARTICLE XXIII

**Indemnification.** In accordance with Florida Statute 725.08 CONSULTANT agrees to and shall indemnify and hold harmless the TOWN from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement. Additionally, IN ACCORDANCE WITH SECTION 558 ET SEQ OF THE FLORIDA STATUTES AND TO THE FULLEST EXTENT PERMITTED BY LAW, TOWN ACKNOWLEDGES AND AGREES THAT NO INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT SHALL BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE SCOPE AND COURSE OF THIS AGREEMENT.

### ARTICLE XXIV

**Consequential Damages.** Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. On a reciprocal basis, each party may waive the right to recover any consequential, indirect, incidental, special and related damages.

### ARTICLE XXV

**Professional Responsibility.** CONSULTANT is obligated to comply with applicable standards of professional care in the performance of the Services. The TOWN recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

### ARTICLE XXVI

**Responsibility for Others.** CONSULTANT shall be responsible to the TOWN for CONSULTANT's services and the services of CONSULTANT's subcontractors. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by the TOWN nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

ATTEST:

TOWN OF HILLIARD

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

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

Floyd L. VanZant  
Mayor

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

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

ATTEST:

AECOM TECHNICAL SERVICES, INC.

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

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

Steven G. Henriquez  
Vice President

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

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

## ATTACHMENT I

(Basic Agreement between the **TOWN OF HILLIARD and AECOM TECHNICAL SERVICES, INC.** dated March 17, 2022.)

### TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations. The Contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Sub-contracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereof, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance. In the event of the Contractor's non-compliance with the non-discrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to
  - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs 1 through 5 in every sub-contract, including the: procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any sub-contract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES**

1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal and/or State funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.
2. DBE Obligation. The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and sub-contracts financed in whole or in part with Federal and/or State funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

3. The **CONTRACTOR** will establish goals for sub-consultant participation for Disadvantaged Business Enterprises (DBE) in future Supplemental Agreements for each project involving Federal Grant assistance.

The word "Contractor" as used in this Attachment, shall mean the same as "**CONSULTANT**". The word "Sponsor" as used in this Attachment, shall mean the same as "**TOWN**".

Source: FAA AC 150/5100-14E, 9/25/2015.

**ATTACHMENT II**

(Basic Agreement between the **TOWN OF HILLIARD and AECOM TECHNICAL SERVICES, INC.** dated March 17, 2022.)

**INSURANCE PROVISIONS**

Comprehensive General Liability: Limits of \$1,000,000 per occurrence, combined single limit for bodily injury and property damage including premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and contractual liability endorsement.

Business Auto Liability: Covering any auto with minimum limits of \$1,000,000 per occurrence with combined single limit for bodily injury and property damage. This shall include owned vehicles, hired and non-owner vehicles and employee non-ownership.

Professional Liability and Errors and Omissions: The Consultant shall carry Professional Liability Insurance with a coverage minimum of \$2,000,000 per claim.

Workers' Compensation: The Consultant shall carry Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$1,000,000 each accident, \$1,000,000 disease policy limits, \$1,000,000 disease limit each employee.

All policies shall provide a 30-day notice of cancellation or modification of coverages. Prior to commencement of work, the proper insurance certificates shall be provided to and approved by the TOWN.

**Attachment III**

**AECOM Technical Services, Inc.**

**Hilliard Airpark**

**Hourly Rate Schedule for 2022**

**March 17, 2022**

<b>Labor Classification</b>	<b>Rate</b>
Principal/Project Director	\$ 250.00
Project Manager	\$ 230.00
Senior Engineer/Architect	\$ 210.00
Project Engineer/Architect	\$ 135.00
Senior Designer	\$ 170.00
Junior Engineer/Architect	\$ 95.00
Senior Planner	\$ 225.00
Project Planner	\$ 125.00
Junior Planner	\$ 95.00
Senior Environmental	\$ 165.00
Project Environmental	\$ 125.00
Senior CADD/GIS Technician/Designer	\$ 140.00
Document Production Specialist	\$ 80.00
Administrative	\$ 80.00

Notes: 1. Rates include overhead, fringe, benefits, and profit.  
 2. Expenses will be billed at actual costs incurred unless differently authorized for a particular task.





## AGENDA ITEM REPORT

### TOWN OF HILLIARD, FLORIDA

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TO: Town Council Regular Meeting Meeting Date: March 17, 2022

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

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

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#### **BACKGROUND:**

Chad Reed of the Reed Group, agent for property owners Craig and Nicole Seabrooks, is requesting a Septic Tank Exception for the property located in the Hilliard Town Limits on the West side of Pine Street. The property with Parcel ID No. 17-3N-24-2020-0051-0020 is zoned A-1. Single family dwelling units are a permitted use in the A-1 zoning district. The parcel must be a minimum of one (1) acre in size and have a minimum lot width of 150 feet. The subject property meets all requirements of the A-1 zoning district for construction of a single-family resident on the property.

Although the property is within 125 feet from a manhole at Southern Glen, it would be impractical to bore Pine Street and cut Southern Glen for one service. The nearest manhole on the West side of Pine Street with proper depth is MH211B, which is 1,280 feet away. Using this manhole would require a sewer build out to include the addition of four (4) manholes (one (1) manhole every 300 feet).

#### **FINANCIAL IMPACT:**

None

#### **RECOMMENDATION:**

Grant request for a septic tank exception for property owners Craig and Nicole Seabrooks, located on Pine Street, Hilliard, FL, Parcel ID No. 17-3N-24-2020-0051-0020.

**Lisa Purvis**

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**From:** Chad Reed <reedgroupmcr@yahoo.com>  
**Sent:** Monday, March 7, 2022 2:02 PM  
**To:** Lisa Purvis  
**Subject:** Septic Review

Could I please be added to the agenda for the March 17th meeting for a septic review.

Seabrooks on Pine St

Thank You  
Chad Reed  
The Reed Group.

Sent from my iPhone



## AGENDA ITEM REPORT

### TOWN OF HILLIARD, FLORIDA

---

TO: Town Council Regular Meeting Meeting Date: March 17, 2022

FROM: ***John P. Beasley – Town Council President***

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

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#### **BACKGROUND:**

Council President John Beasley attended a Town of Callahan's Council Meeting on Monday, March 7, 2022, where the Callahan Town Council approved to pay half of the show cost totaling \$30,000.00. Last year each Town paid \$12,800.00, totaling \$25,600.00 for the same show. The difference of \$4,400.00 between last year and this year is due to inflation and shipping issues.

Contract with – Kynex, Inc.  
Show date – Saturday, July 2, 2022  
Location – Northeast Florida Fairgrounds

#### **FINANCIAL IMPACT:**

Show Total Amount - \$30,000.00  
Distribution of Cost – Town of Hilliard and Town of Callahan split the total show cost paying \$15,000.00 each.

\$15,000.00 will be expended from the budgeted Special Events General Fund expense account with a deposit that will need to be paid in advance totaling \$7,500.00.

#### **RECOMMENDATION:**

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





# HILLIARD & CALLAHAN

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## INTRO

KYNEX inc is a pyrotechnic art and entertainment company whose purpose is to bring world-class fireworks displays and pyrotechnics to North Florida and South Georgia. Built by pyrotechnicians with decades of experience, we specialize in fireworks displays including Independence Day and New Year's Eve celebrations, weddings, corporate events, and special occasions of every kind. We can also provide water-based and choreographed displays. We can build a custom display that meets your vision, budget, and venue.



# HILLIARD & CALLAHAN

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## TEAM

### **James Kyne**

President and Head Pyrotechnician

James Kyne, brings over 16 years of pyrotechnic experience to KYNEX inc. He served 4 years in the U.S. Marine Corps where he served as a demolition and explosives expert. James is also an artist in many of the other arts and brings his artistic eye to fireworks as the creative mind behind the show design.

### **Marty Brown**

Director of Sales and Logistics

A U.S. Army veteran, Marty brings decades of sales and pyrotechnics experience to the company.

### **Leonard Mowry**

Pyrotechnician

A retired firefighter, Leonard Mowry has over 30 years of experience in the pyrotechnic industry including roles as a fire inspector and trainer. He is also the former President of Mowry Explosives, Inc. and has directed numerous fireworks displays and pyrotechnic effects for movies. In addition, Leonard is our safety and training instructor.





# HILLIARD & CALLAHAN

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## PHILOSOPHY

Pyrotechnics are an art form, and fireworks are much more than just pretty explosions in the sky. We view fireworks as our paint and the night sky as our canvas. Our trained pyrotechnicians share in this vision and know how to utilize this artistic medium to achieve desired pyrotechnic effects to engage and impress any audience.

We also value our small company size and remain focused not on growing as large as we can but on delivering the best quality fireworks and shows to the North Florida and Southern Georgia region. This makes each and every show from the largest to the smallest extremely important, and keeps our talent level very high. Each of our technicians are experts in the field of pyrotechnics and are personally trained by company owner James Kyne and training instructor Leonard Mowry.



# HILLIARD & CALLAHAN

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## OUR SHOWS

Our show begins with an opening of medium to large shells, multiple cakes, and loud reports to bring the attention to the audience that the show has begun. The opening barrage gracefully transitions into the main body which is the majority of the show.

Our main body has medium to large shells, with emphasis on symmetry and being able to let each firework display itself and its beauty. We use varying sizes and types of color shells to layer both horizontally and vertically to paint the picture with fire in the sky.

Finally our show will end with a very intense finale of small to medium shells, cakes, and reports. Depending on the option chosen we will utilize three to five firing positions on the finale, all with identical shells for symmetry and to spread the effects across a wider part of the sky. Our finales use half of the total shows display shells and lasts a fraction of the entire show duration. This produces some of the best finales in the industry and the lasting impression that the audience will never forget. The finale will fill the night sky with color shells and reports with an intense pace without being repetitive and keeping the audience on the edge of their seat.

Our display price includes everything needed for a show, a trained technician to provide the display, liability insurance with the sponsor and city as named insureds and certificate holders, workman's compensation insurance, professional delivery of pyrotechnics, and all permitting needed. Each of our shows are electronically fired with the latest state of the art firing systems.



# HILLIARD & CALLAHAN

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## JULY 2, 2022 INDEPENDENCE DAY FIREWORKS DISPLAY

Towns of Hilliard & Callahan

25 Minutes

\$30,000

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### MINIMUM SHELL COUNT

#### Opening

3" | 30

4" | 36

5" | 24

6" | 9

#### Main Body

3" | 30

4" | 252

5" | 180

6" | 18

#### Finale

3" | 720

4" | 72

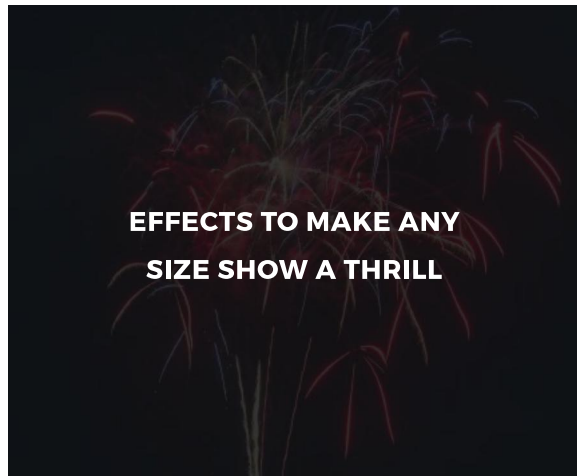
5" | 60

6" | 9

Total Display Shells | 1440

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## EFFECTS



<b>Peony</b>	The base of all fireworks, a spherical break of colored stars, or points of light. Can have multiple pedal layers on larger shells.
<b>Chrysanthemum</b>	A spherical break of stars with a small trail of color behind them, can also have a smaller inner pedal break called a pistil.
<b>Brocade</b>	A chrysanthemum with a thick glittering tail.
<b>Dahlia</b>	A spherical break of fewer but larger colored stars.
<b>Palm</b>	Large tailed stars, with a rising effect trunk, can also have reports making it a coconut tree.
<b>Crossette</b>	A peony shell that the stars break and cross each other.
<b>Salute</b>	Loud report that can also have a titanium flash
<b>Willow</b>	A chrysanthemum like shell that have tailed stars that glow until almost reaching the ground.
<b>Horse Tail</b>	Similar to a willow that has a weaker break to make the stars form a long horse tail shape, also called a waterfall.
<b>Pattern Shells</b>	Shells that break into shapes, smiley faces, hearts, saturn, rings, and others.
<b>Cakes</b>	A box of preloaded shells fused together to be shot in rapid succession.
<b>Aquatic Cakes</b>	Cakes that first fire shells into a body of water and then the main effect erupts out of the water, or glows on the surface.
<b>Single Shot Proximate Audience</b>	A tube with a single effect loaded into it to be used for choreography, similar to a sinngle tube in a cake or a candle with one effect.

## SHELL HEIGHT DIAGRAM





## AGENDA ITEM REPORT

### TOWN OF HILLIARD, FLORIDA

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TO: Town Council Regular Meeting Meeting Date: March 17, 2022

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

SUBJECT: Town Council approval to set Workshop for Monday, April 4, 2022, at 6:00 p.m. for the Annual Financial Statements, September 30, 2021, Preliminary & Tentative Review.

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#### **BACKGROUND:**

Richard Powell of Powell & Jones, CPA's will present the Preliminary & Tentative Review of the Town's Annual Financial Statements which is a complete review with questions and answers. This review takes place during a workshop held prior to the delivery of the Annual Financial Statements each year at a regular meeting of the Town Council.

#### **FINANCIAL IMPACT:**

The Town's Audit and Accounting Services for the September 30, 2021, Annual Financial Statements is in the second year of the current three-year contract with Powell & Jones, CPA's. The total contract for 2021 is \$35,000.

#### **RECOMMENDATION:**

Approval to set the Preliminary & Tentative Review of Town's Annual Financial Statements for Monday, April 4, 2022, at 6:00 p.m.

# HILLIARD TOWN COUNCIL MEETING

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

## TOWN COUNCIL MEMBERS

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

## ADMINISTRATIVE STAFF

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

## TOWN ATTORNEY

Christian Waugh

## MINUTES

THURSDAY, MARCH 03, 2022, 7:00 PM

### NOTICE TO PUBLIC

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

### PLEDGE OF CIVILITY

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

## CALL TO ORDER

## PRAYER & PLEDGE OF ALLEGIANCE

## ROLL CALL

## PRESENT

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

## MAYOR

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

**Ernie Wine, 37057 Little Magnolia Court, Hilliard,** asks whether or not he can build an additional dwelling on his property for his father. He states he was told no by the Land Use Administrator Janis Fleet but told yes by members on the Town Council. Following discussion, Mrs. Fleet and the Town Council advise Mr. Wine to apply for a guest house.

## REGULAR MEETING

- ITEM-1 Additions/Deletions to Agenda
- No additions to or deletions from the agenda.
- ITEM-2 Town Council discussion and approval of the "Infrastructure Requirements for Individual Lots" provided by Mittauer & Associates, Inc.  
***Lisa Purvis, MMC - Town Clerk***
- Motion made to set a Workshop for Monday, March 28, 2022, at 7:00 p.m. Land Use Administrator Janis Fleet, Town Attorney Christian Waugh, and Town Engineer Tim Norman to meet on March 8, 2022, and March 15, 2022, prior to Workshop.
- Motion made by Council President Beasley, Seconded by Councilman Wollitz. Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop
- ITEM-3 Town Council approval of the Addendum to Meter Maintenance Contract with Utility Service Co., Inc.: An Addendum to Original Contract dated March 7, 2019, to include Investment Fee and Maintenance Fee for Contract Year 1 in the total amount of \$133,743.00.  
***Lisa Purvis, MMC – Town Clerk***
- Motion made by Council President Beasley, Seconded by Council Pro Tem Sims. Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop
- ITEM-4 Town Council approval of Parks & Recreation Capital Budget Item 'BUILDING - SWIMMING POOL MARSITE', Pinnacle Pool Plastering, Inc., using Stonescapes Aqua Cool total amount \$88,429 including 10-year warranty.  
***Gabe Whittenburg – Parks & Recreation Director***
- Motion made by Council Pro Tem Sims, Seconded by Councilman Wollitz. Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop
- ITEM-5 Town Council approval of the Minutes from the February 17, 2022, Public Hearing & Regular Meeting.  
***Lisa Purvis, MMC - Town Clerk***
- Motion made by Councilman Pickett, Seconded by Council President Beasley. Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop
- ITEM-6 Town Council approval of Chad Brock Enterprises, Inc., Payable through February 21, 2022, Project Name: Turf Runway Maintenance and Improvements at the Hilliard Airpark in the amount of \$4,100.00.  
**FDOT PTGA 100% GRANT FUNDED PROJECT LMP SUM CONTRACT**  
**\$90,800.00**

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

- ITEM-7 Town Council approval of AEC Electrical Contractors Inc., Payable for Pay Request No. 5 through February 28, 2022, Project Name: Security & Lighting at the Hilliard Airpark in the amount of \$10,925.00.  
**FDOT PTGA 100% GRANT FUNDED PROJECT LUMP SUM CONTRACT  
\$165,000.00**

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

- ITEM-8 Town Council approval of McInnis Services, LLC dba LMC Steel, Payable for Pay Request No. 7 through February 28, 2022, Project Name: New Box Hangar, Hangar Repair & New Equipment Storage Building at the Hilliard Airpark in the amount of \$75,287.50.  
**FDOT PTGA 100% GRANT FUNDED PROJECT LUMP SUM CONTRACT  
\$544,157.00**

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

## ADDITIONAL COMMENTS

### PUBLIC

**Raymond Schmoldt, 37138 Lee Street, Hilliard,** gives a shoutout to the Public Works Department for the work done on Lee Street.

### MAYOR & TOWN COUNCIL

**Mayor Vanzant** reads the upcoming meeting dates

### **March Meetings:**

Thursday, 03-17-2022 @ 7PM Regular Meeting

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

**Council President Beasley** states that the Basketball team he, Council Pro Tem Sims, Councilman Pickett, and Councilman Wollitz sponsored won their age group. States that he is on the Town of Callahan's March 7, 2022, Agenda to discuss this year's Fireworks Display. States the Town of Hilliard should consider doing the Fireworks display on Saturday, July 2, 2022, instead of July 4, 2022, due to the display costing more on July 4, 2022.

**Council Pro Tem Sims** states that Council President Beasley spoke at the Westside Republican Meeting this past week and did a great job and gave good information.

**Councilman Wollitz** states to pray for the entire world.

**Mayor Vanzant** agrees with Councilman Wollitz.

### ADMINISTRATIVE STAFF

PRESENT



Town Clerk, Lisa Purvis  
 Public Works Director, Ritchie Rowe  
 Parks & Recreation Director, Gabe Whittenburg

**Public Works Director Ritchie Rowe** states that he has ordered more visible street signs for Lee Street and is waiting on them to come in. States he is glad the blind spot was mowed and that Charles from his department took care of that.

**Parks & Recreation Director Gabe Whittenburg** states there are 90 kids signed up for Soccer so far this season.

**Council Pro Tem Sims** compliments Director Whittenburg on an outstanding, well run, Basketball season.

**Skip Frey, 37132 West Fourth Street, Hilliard,** compliments Director Whittenburg on how well run the Parks & Recreation Department has been.

**Town Clerk Lisa Purvis** states that the Town finally received approval from DEO on the six month extension for the CDBG Water Main Replacement and Generator Project. It was requested due to the generator being on back order for such a long period.

#### **TOWN ATTORNEY**

**Town Attorney Christian Waugh** states the Municipal Election Agreement was signed today. States the surveys and legal descriptions for the easements came in and he will be attaching them to the Hern settlement agreement for the next agenda.

#### **ADJOURNMENT**

Motion to adjourn at 7:37 p.m.

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

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

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

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

ATTEST:

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

APPROVED:

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Floyd L. Vanzant  
Mayor



## AGENDA ITEM REPORT

### TOWN OF HILLIARD, FLORIDA

---

TO: Town Council Regular Meeting Meeting Date: March 17, 2022

FROM: ***Christian W. Waugh – Town Attorney***

SUBJECT: Town Council approval of Hilliard Property Settlement Agreement between John Ryan Hern & Heather Hern and the Town of Hilliard in the amount of \$6,500 plus Professional & Legal Services Cost.

---

#### **BACKGROUND:**

The Town of Hilliard was served a Corporate Summons and Notice of Lis Pendens on December 10, 2020, from John Ryan Hern and Heather Hern seeking to quiet title to real property. The Town Council met in Shade Sessions on January 21, 2021, May 3, 2021 & June 3, 2021, to discuss the case.

#### **FINANCIAL IMPACT:**

Settlement Agreement	\$6,500.00
Boundary Survey & Legal Descriptions & Sketch (3) "Vacant"	\$3,862.50
Legal Litigation Fees	TBD

#### **RECOMMENDATION:**

Town Council approval of Settlement Agreement to resolve case between John Ryan Hern & Heather Hern and the Town of Hilliard for \$6,500 plus Professional & Legal Services Cost.



**MANZIE & DRAKE LAND SURVEYING**

117 South Ninth Street, Fernandina Beach, FL 32034  
 (904) 491-5700 FAX (904) 491-5777  
 Certificate of Authorization Number "LB 7039"  
 "OUR *SIGHTS* ARE ON THE FUTURE,  
 SET YOUR *SITES* ON US."

**RECEIVED**  
 MAR - 7 2022  
 TOWN OF HILLIARD

DATE	INVOICE #
3/4/2022	19740

<b>BILL TO</b>
TOWN OF HILLIARD ATTN. LISA PURVIS P.O. BOX 249 HILLIARD, FL 32046

<b>SHIP TO</b>

PROJECT NO.	TERMS	CLIENT NAME
16682	Due on receipt	TOWN OF HILLIARD

DESCRIPTION	RATE	AMOUNT
PROGRESS BILLING 01/21/0222 - 03/04/2022		
UPDATED BOUNDARY SURVEY & LEGAL DESCRIPTIONS & SKETCH (3)... "VACANT" BAY ROAD	3,862.50	3,862.50
001-01-51331		
<b>Total</b>		\$3,862.50

Please include our Invoice # and Project # on your check  
 for accurate credit to your account. Thank you.



## AGENDA ITEM REPORT

### TOWN OF HILLIARD, FLORIDA

---

TO: Town Council Regular Meeting Meeting Date: March 14, 2022

FROM: ***Christian Waugh – Town Attorney***

SUBJECT: Town Council decision on Preliminary Plat for Pine Street Estate Subdivision,  
Property Owner Ralph Bennett.

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**BACKGROUND:**

See attached email dated March 14, 2022.

**FINANCIAL IMPACT:**

None

**RECOMMENDATION:**

Approve the preliminary plat for the Pine Street Estates Subdivision for property owner Ralph Bennett, with the following Parcel ID Numbers:

Parcel ID No. 08-3N-24-2380-0064-0040

Parcel ID No. 08-3N-24-2380-0064-0030

Parcel ID No. 08-3N-24-2380-0064-0020

**Lisa Purvis**

---

**From:** Christian Waugh  
**Sent:** Monday, March 14, 2022 6:45 PM  
**To:** Floyd Vanzant; John Beasley; Kenny Sims; Lee Pickett; Jared Wollitz; Callie Kay Bishop  
**Cc:** Lisa Purvis; Janis Fleet  
**Subject:** Review of Preliminary Plat  
**Attachments:** H-20-010\_PRELIM PLAT.pdf

**Importance:** High

Greetings Town Council,

I wanted to write to you and let you know that I have completed the review of the preliminary plat delivered by Mr. Bennett. I have attached it for you. I want to cover a few things on this.

**1. Does the Preliminary Plat meet the requirements of Town Code § 46-32?**

- a. Yes, it does.
- b. It is not clear to me what §46-32(10) "Department of agriculture survey results for property" means, but I presume it means a valid survey from someone appropriately licensed by the department, which it has been.

**2. What is next?**

The Town Engineer and I agree that pursuant to §46-111 of the Town Code, the Town will not approve the Final Plat until all required improvements for the proposed subdivision have been constructed / installed in accordance with approved plans and specifications or the developer files a bond securing the construction of these improvements within a period specified by the Town Council but not to exceed 12 months.

Please let me know if you have any questions or concerns.

Regards,  
 Christian

--

Christian W. Waugh  
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 Town of Hilliard, Florida  
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 Orlando, FL 32801  
 321-800-6008: Phone  
 844-206-0245: Fax  
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**Board Certified Real Estate Attorney**

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# PRELIMINARY PLAT – " PINE STREET ESTATES "

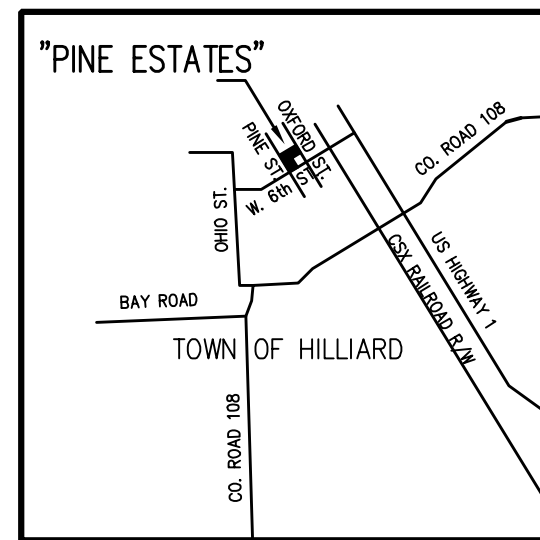
SHEET 1 OF 1

**CAPTION:**

A TRACT OF LAND BEING LOTS 2, 3, AND 4 IN BLOCK 64 OF "MAP OF HILLIARD", ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1 ON PAGE 28 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SAID LOT 4, BLOCK 64 AND RUN S 58 DEG 47 MIN 58 SEC W, ALONG THE NORTHERLY LINE OF SAID BLOCK 64, A DISTANCE OF 419.78 FEET TO THE NORTHWEST CORNER THEREOF; THENCE RUN S 30 DEG 52 MIN 14 SEC E, ALONG THE WESTERLY LINE OF SAID BLOCK 64, A DISTANCE OF 209.87 FEET; THENCE RUN S 31 DEG 01 MIN 32 SEC E, ALONG SAID WESTERLY LINE, 210.17 FEET TO THE SOUTHWESTERLY CORNER OF SAID BLOCK 64; THENCE RUN N 58 DEG 52 MIN 42 SEC E, ALONG THE SOUTHERLY LINE OF SAID BLOCK 64, A DISTANCE OF 209.70 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 2, BLOCK 64; THENCE RUN N 30 DEG 54 MIN 45 SEC W, ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 210.20 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 4; THENCE RUN N 58 DEG 52 MIN 33 SEC E, ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 210.14 FEET TO THE SOUTHEASTERLY CORNER THEREOF; THENCE RUN N 31 DEG 00 MIN 00 SEC W, ALONG THE EASTERLY LINE OF SAID LOT 4 AND THE EASTERLY LINE OF SAID BLOCK 64, A DISTANCE OF 210.41 FEET TO THE POINT OF BEGINNING.

A REPLAT OF  
LOT'S 2, 3 AND 4 OF BLOCK 64 AS SHOWN ON "MAP OF HILLIARD",  
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 ON PAGE 28  
OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

SECTION 8 – TOWNSHIP 3 NORTH – RANGE 24 EAST  
"TOWN OF HILLIARD"



VACINITY & LOCATION MAP  
(NOT TO SCALE)

PROPERTY OWNED AND DEVELOPED BY:  
BENNETT'S PROPERTY SERVICES, INC.  
542030 US HWY 1  
CALLAHAN, FLORIDA 32011  
904-759-1487  
(ORB 2355, PAGE 189)

STATE PLANE COORDINATES  
N=2314426.42  
E=364953.96

POINT OF BEGINNING – CAPTION LANDS  
NORTHEAST CORNER OF LOT 4 – BLOCK 64 OF  
"MAP OF HILLIARD", PLAT BOOK 1 – PAGE 28,  
NASSAU COUNTY, FLORIDA

SANT. SEWER MANHOLE #101  
TOP N. RIM – 73.63 (88)

SANT. SEWER MANHOLE #215  
TOP N. RIM – 76.06 (88)

SANT. SEWER MANHOLE #111-A  
TOP N. RIM – 77.83 (88)

SANT. SEWER MANHOLE #111  
TOP N. RIM – 77.52 (88)

SANT. SEWER CLEAN-OUT  
TOP OF CO – 76.09 (88)

SANT. SEWER LATERAL

SANT. SEWER MANHOLE #110-A  
TOP N. RIM – 74.75 (88)

SOUTHWEST CORNER  
OF LOT 2 – BLOCK 64

**TYPICAL ABBREVIATIONS:**

(Fm)= Field Measured  
(Dd)= Deed  
DB= Deed Book  
SEC. (Sec)= Section  
PRM= Permanent Reference Monument  
PCP= Permanent Control Point  
Sq. Ft.= Square Foot Area

**REAL ESTATE PARCEL NUMBERS**

Lot 2, Block 64 – RE No: 08-3N-24-2380-0064-0020  
Lot 3, Block 64 – RE No: 08-3N-24-2380-0064-0030  
Lot 4, Block 64 – RE No: 08-3N-24-2380-0064-0040

PSM= Professional Surveyor and Mapper

R/W= Right-of-Way

ORB= Official Records Book

DB= Deed Book

NTS= Not To Scale

ID= Identification Number

Powerline and Pole

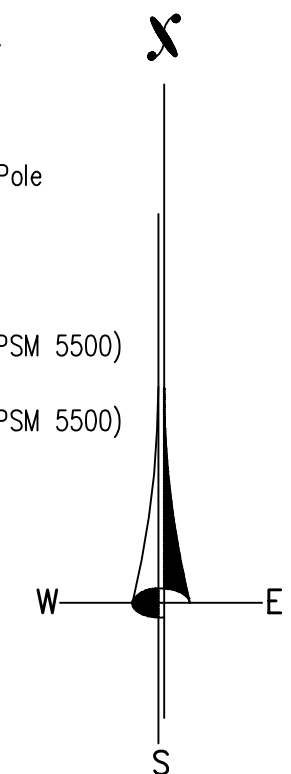
Set PCP 1/2" Iron Rod w/ Cap (PSM 5500)

Found 3 x 3 Concrete Monument (NO – ID)

Replaced With PRM 4 x 4 Concrete Monument (PSM 5500)

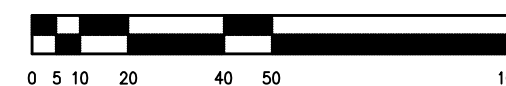
Found 5/8" Iron Rod (RLS 3145)

Replaced With PRM 4 x 4 Concrete Monument (PSM 5500)



NORTH ARROW

Scale : 1 Inch = 40 Feet



GRAPHIC SCALE IN FEET

**NOTES:**

- 1.) BEARINGS SHOWN HEREON REFER TO THE BEARING OF S 31 DEG 00 MIN 00 SEC E, FOR THE WESTERLY R/W LINE OF OXFORD STREET ADJACENT TO LOT 4 – BLOCK 64. STATE PLANE COORDINATES ARE NAVD 88 FROM FOOT FPRN.
- 2.) THERE MAY BE ADDITIONAL RESTRICTIONS LYING OVER THE SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF NASSAU COUNTY.
- 3.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A FORMAL TITLE REVIEW.
- 4.) ALL INTERIOR LOT CORNERS ARE SET WITH 1/2" IRON RODS CAPPED "PSM 5500". OUTER BOUNDARY CORNERS TO BE REPLACED WITH 4"x4" CONCRETE MONUMENTS CAPPED "PSM5500"
- 5.) SUBJECT PROPERTY IS CURRENTLY ZONED: R-3
- 6.) MINIMUM LOT REQUIREMENTS PER DWELLING UNIT ARE AS FOLLOWS:
  - (A) MINIMUM LOT WIDTH: 70 FEET.
  - (B) MINIMUM LOT AREA: 7,000 SQUARE FEET.
  - (C) MAXIMUM UNITS PER ACRE: 15.
  - (D) MAXIMUM UNITS PER ONE-HALF ACRE: 7.
  - (E) MAXIMUM LOT COVERAGE BY ALL BUILDINGS AND STRUCTURES 35%

**MINIMUM YARD REQUIREMENTS:**

- (1) FRONT: 25 FEET.
- (2) SIDE: 12.5 FEET.
- (3) REAR: 30 FEET.

**MAXIMUM HEIGHT OF STRUCTURES:**

- (1) 30 FEET.

- 7.) ERROR OF CLOSURE = 1 / 11,267.58. COORDINATES SHOWN REFER TO FLA STATE PLAIN EAST ZONE-NAD 83.
- 8.) SUBJECT PROPERTY TO BE SERVICED BY TOWN OF HILLIARD UTILITY AUTHORITY
- 9.) SUBJECT PROPERTY LIES IN THE UN-SHADED "X" FLOOD HAZARD ZONE (OUTSIDE OF 0.20% ANNUAL CHANCE FLOOD HAZARD) ACCORDING TO FIRM No. 12089C0135F, DATED:12-17-2010.
- 10.) LANDS SHOWN HEREON ARE NOT LOCATED IN ANY STORM SURGE ZONE.

- 11.) ANY ADDITIONAL EASEMENTS REFERENCED FOR CABLE TELEVISION USE, 177.091 (28) "ALL PLATTED UTILITY EASEMENTS" SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.

IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICES COMMISSION.

**NOTICE:**

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT AND MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

**SURVEYORS CERTIFICATE:**

I HEREBY CERTIFY:

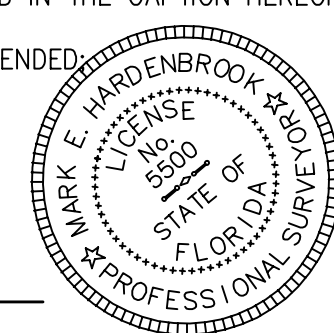
THAT THIS MAP IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED IN THE CAPTION HEREON;  
THAT THIS SURVEY WAS MADE UNDER MY DIRECT RESPONSIBLE DIRECTION AND SUPERVISION;  
THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED;  
THAT THIS PLAT COMPLIES WITH THE LAWS OF NASSAU COUNTY, FLORIDA.

BY:

*Mark E. Hardenbrook*

DATE: DECEMBER 27, 2021

MARK E. HARDENBROOK P.S.M  
Florida Certificate: No. LS5500  
1656 NE 161st Street  
Starke, Florida 32091  
PHONE: 904-964-5777



"Map of Hilliard" Recorded in Plat Book 2 Page 38 contains no bearings nor distances. Concrete Monuments Found at Block Corners were accepted as the location of the lands as shown on the plat.