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, Public Works Director
Gabe Whittenburg, Parks & Rec Director
Lee Anne Wollitz, Land Use Administrator

TOWN ATTORNEY
Christian Waugh

AGENDA

THURSDAY, NOVEMBER 05, 2026, 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

PUBLIC HEARING

ITEM-1 Ordinance No. 2026-08 – Regulating the Water and Sewer Usage Rates; and providing for an effective date.
Mayor Beasley

Open Public Hearing
Call for Public Comments
Close Public Hearing on Ordinance No. 2026-08

TOWN COUNCIL ACTION

Town Council to consider adopting Ordinance No. 2026-08, on Final Reading.

ITEM-2 Ordinance No. 2026-09 – Amending Chapter 62, Article IV, Section 62-281, Zoning Districts exclusive, to ensure compliance with Section 553.385, Florida Statutes; and providing for an effective date.
Mayor Beasley

Open Public Hearing
Call for Public Comments
Close Public Hearing on Ordinance No. 2026-09

TOWN COUNCIL ACTION

Town Council to consider adopting Ordinance No. 2026-09, on First Reading and Set Second Public Hearing & Final Reading for December 3, 2026.

REGULAR MEETING

ITEM-3 Additions/Deletions to Agenda

ITEM-4 Town Council to adopt Resolution No. 2026-13, formally dedicating and renaming North Oxford Street Park after longtime resident and dedicated park caretaker Mr. Joseph Walker.
Lisa Purvis, MMC – Town Clerk

ITEM-5 Consideration and approval of a Municipal Contract Participation Agreement between the Town of Hilliard and Southern Disaster Recovery, LLC (SDR), utilizing Nassau County's existing contract for Disaster Debris Management and Removal Services.
Cory Hobbs – Public Works Director

ITEM-6 Town Council approval of Septic Exception Application No. 20261019.1 allowing for a septic system to be placed within the Town Boundaries to serve a new Dwelling Unit, Parcel ID No. 08-3N-24-2380-0208-0010, STF Capital Group LLC.
Cory Hobbs – Public Works Director

ITEM-7 Town Council approval of Septic Exception Application No. 20261019.2 allowing for a septic system to be placed within the Town Boundaries to serve a new Dwelling Unit, Parcel ID No. 08-3N-24-2380-0206-0150, STF Capital Group LLC.
Cory Hobbs – Public Works Director

ITEM-8 Town Council consideration of Annual Donation to The Gardening Club of Hilliard for Maintenance of the Town’s Welcome Signs
Lisa Purvis, MMC – Town Clerk

ITEM-9 Town Council approval of the resignation of Jimmy Fralick as the Public Works Heavy Equipment Operator.
Cory Hobbs – Public Works Director

ITEM-10 Town Council to authorize the Town Attorney to take all necessary legal steps to correct discrepancies identified in the legal descriptions of the property during the due diligence period of the proposed sale.
Lee Anne Wollitz – Land Use Administrator

ITEM-11 Town Council approval of the Minutes for October 1, 2026, Regular Meeting; October 8, 2026, Workshop; October 15, 2026, Public Hearing & Regular Meeting and October 19, 2026, Workshop.
Lisa Purvis, MMC – Town Clerk

ITEM-12 Town Council approval of the Hilliard Volunteer Fire Department Renovations Payables through September 14, 2026, Project Name: Hilliard Volunteer Fire Department Renovation Project in the amount of $19,669.59.
BUDGETED CAPITAL FUNDED PROJECT $20,000

ITEM-13 Town Council approval of CPH Consulting, LLC, Payable through September 30, 2026, Project Name CDBG 25 NR Water Main Replacement in the amount of $19,000.
FL COMMERCE CDBG GRANT FUNDED PROJECT $700,00; CPH CONSULTING, LLC LUMP SUM CONTRACT $100,300

ITEM-14 Town Council approval of Dell Technologies, Payable through October 23, 2026, Project Name: IT Servers in the amount of $29,887.62
BUDGETED CAPITAL FUNDED PROJECT $20,000

ITEM-15 Town Council approval of PQH Group, Payable through October 15, 2026, Project Name: Hurricane Shelter / Community Center Project in the amount of $4,500.
FDEM 100% GRANT FUNDED PROJECT $5,890,200; PQH GROUP LUMP SUM CONTRACT $581,000

ITEM-16 Town Council approval of AECOM, Payable through September 30, 2026, Project Name: Design & Construct New Box Hangar at the Hilliard Airpark in the amount of $5,572.05.
FDOT PTGA 100% GRANT FUNDED PROJECT $391,000; AECOM S.A. NO. 20 LUMP SUM CONTRACT $111,441

ITEM-17 Town Council approval of Lylam, LLC dba Facility's Constructors, Payable through September 30, 2026, Project Name: Construct Box Hangar Building at the Hilliard Airpark in the amount of $39,510.46.
FDOT PTGA 100% GRANT FUNDED PROJECT $391,000; LYLAM, LLC DBA FACILITY'S CONSTRUCTORS LUMP SUM CONTRACT $269,989.60 AMENDEDTO $272,815.60

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 fourth 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.

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

TOWN WEBSITE & YOUTUBE MEETING VIDEO
The Town's Website can be access at www.townofhilliard.com.
Live & recorded videos can be accessed at www.youtube.com search - Town of Hilliard, FL.

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

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

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

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

2026 HOLIDAYS

TOWN HALL OFFICES CLOSED

1. Martin Luther King, Jr. Day	Monday, January 19, 2026
2. Memorial Day	Monday, May 25, 2026
3. Independence Day	Friday, July 3, 2026
4. Labor Day	Monday, September 7, 2026
5. Veterans Day	Wednesday, November 11, 2026
6. Thanksgiving Day	Thursday, November 26, 2026
7. Friday after Thanksgiving Day	Friday, November 28, 2026
8. Christmas Eve	Thursday, December 24, 2026
9. Christmas Day	Friday, December 25, 2026
10. New Year's Eve	Thursday, December 31, 2026
11. New Year's Day	Friday, January 1, 2027

AGENDA ITEM REPORT
TOWN OF HILLIARD, FLORIDA

TO: Town Council Public Hearing & Regular Meeting — Meeting Date: November 5, 2026

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

SUBJECT: Town Council to consider Ordinance No. 2026-08, an ordinance regulating the Water and Sewer Usage Rates; In accordance with the Section 4.11 (5) of the Town Charter, which requires certain actions to be accomplished by ordinance, and Chapter 58, Utilities, of the Town Code; providing for an effective date. Second Public Hearing & Adopting on Final Reading.

BACKGROUND:

See attached additional background information sheet.

FINANCIAL IMPACT:

Based on the FRWA Water and Sewer Rate Study, the proposed rate adjustments for Fiscal Year 2026/2027 will become effective December 1, 2026, and are anticipated to result in the following revenue increases:

- **Water Revenue:** 12% increase
- **Sewer Revenue:** 20% increase

The additional revenue will provide funding necessary to support the Town's water and sewer utility operations and address critical infrastructure rehabilitation needs.

RECOMMENDATION:

Staff recommends that the Town Council adopt Ordinance No. 2026-08 on Final Reading**.**

Background Information – Water & Sewer Rate Increase for Fiscal Year 2026/2027

The Florida Rural Water Association (FRWA) completed a Water and Sewer Rate Study for the Town that identified revenue deficiencies within the Town's water and sewer utility operations. Based on the findings of the Rate Study, adjustments to the Water and Sewer Usage Rates are necessary to ensure that the utility systems generate sufficient revenues to support their ongoing operations and long-term needs.

The findings and recommendations of the Rate Study were previously presented to and discussed in detail with the Town Council during its monthly workshops held on September 11, 2025, October 9, 2025, and November 13, 2025.

The recommended rate adjustments are necessary to provide adequate funding for the continued operation, maintenance, repair, and rehabilitation of the Town's water and sewer infrastructure, which is currently in critical condition. The proposed increases will assist the Town in addressing necessary infrastructure improvements while supporting the long-term financial sustainability, reliability, and functionality of the utility systems.

Recommended Water and Sewer Rate Adjustments

The following rate increases were recommended by FRWA as part of the Water and Sewer Rate Study:

Fiscal Year	Water	Sewer
2024/2025	0%	0%
2025/2026*	12%	49%
2026/2027	**12%**	**20%**
2027/2028	12%	3%
2028/2029	3%	3%

*The Water and Sewer Rate Study for Fiscal Year 2025/2026 was completed approximately three months later than anticipated. As a result, the approved rate adjustments did not become effective until January 1, 2026, resulting in only eight months of increased-rate revenue during Fiscal Year 2025/2026.

Based on actual revenues received during the eight-month period from January through August 2026, the estimated annualized revenue and the projected revenue associated with the proposed Fiscal Year 2026/2027 rate increases are as follows:

Water:
Actual revenue received, January–August 2026: **$467,377.10**
Annualized revenue: $467,377.10 ÷ 8 × 12 = **$701,065.65**
Additional revenue from proposed 12% increase: **$84,127.88**
Estimated Fiscal Year 2026/2027 Water Revenue: $785,193.53

Sewer:
Actual revenue received, January–August 2026: **$610,694.51**
Annualized revenue: $610,694.51 ÷ 8 × 12 = **$916,041.77**

Additional revenue from proposed 20% increase: **$183,208.35**
Estimated Fiscal Year 2026/2027 Sewer Revenue: $1,099,250.12

These projected revenues will provide additional resources to support the Town's water and sewer utility operations and address identified infrastructure needs.

Asset Management – Fiscal Year 2026/2027
As part of the Town's Fiscal Year 2026/2027 asset management funding, the following will be needed to cover the repairs and maintenance of the Town's water and wastewater assets totaling:

- Water Revenues: **$410,000**
- Wastewater Revenues: **$581,900**
- **Total Asset Management Funding: $991,900**

In accordance with Section 180.136, Florida Statutes, notice of the proposed rate increases will be provided to utility customers with the September 30, 2026, water and sewer utility bills. The notice advised customers of the date, time, and location of the required Public Hearing and provided an opportunity for members of the public to provide comments and input regarding the proposed Water and Sewer Usage Rate increases.

The proposed Fiscal Year 2026/2027 rate adjustments are intended to provide the Town with the necessary revenues to maintain reliable utility services, address critical infrastructure needs, and establish a more sustainable financial foundation for the continued operation and rehabilitation of the Town's water and sewer systems.

ORDINANCE NO. 2026-08

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HILLIARD, FLORIDA, A MUNICIPAL CORPORATION REGULATING THE WATER AND SEWER USAGE RATES; IN ACCORDANCE WITH THE TOWN CHARTER SECTION 4.11 (5) ACTION REQUIRING AN ORDINANCE; AND FURTHER STATED IN CHAPTER 58 UTILITIES OF THE TOWN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Hilliard has found it necessary to adopt Ordinance No. 2026-08, to ensure adequate funds to pay for the annual debt service and annual operating and maintenance costs for the water and wastewater treatment plants and in an effort to meet the goals of USDA Rural Development with respect to sufficient revenue to fund the municipal bond payments and the goals of the St. John's River Water Management District with respect to encouraging conservation; and

WHEREAS, Article IV. Town Council, Section 4.11. Action requiring an ordinance of the Town Charter requires the Town Council to regulate the rate charged for its public utilities by ordinance; and

WHEREAS, Chapter 58 of the Hilliard Utilities Code, states that the Town Council shall conduct annually a review of charges and fees for water and sewer services, and it shall set such fees and charges as are necessary to adequately maintain, repair and replace the system by ordinance. Water and sewer usage rates shall increase annually using the Municipal Cost Index as set forth in this chapter and

NOW, THEREFORE, BE IT ORDAINED, by the Town Council of the Town of Hilliard, Florida, has established that the following Water and Sewer Usage Rates for said Town and based on the Municipal Cost Index "MCI" published by American City & County Magazine, and any additional increase that shall be warranted as an attachment to this ordinance.

THIS ORDINANCE adopted this _____ day of _____, _____, by the Town Council of the Town of Hilliard, Florida, and shall become effective based on rates billed that are payable on or thereafter, December 1, 2026.

_____
Kenneth A. Sims
Council President

ATTEST:

_____
Lisa Purvis
Town Clerk

APPROVED:

_____
John P. Beasley
Mayor

First Reading:	September 17, 2026
W&S Billing Notice:	September 30, 2026
First Public Hearing:	October 15, 2026
Second Reading:	October 15, 2026
Publication Date:	October 21,2026
Second Public Hearing:	November 5, 2026
Final Reading:	November 5, 2026

ATTACHMENT
TOWN OF HILLIARD
ORDINANCE NO. 2026-08 - AMENDING 2025-08
WATER & SEWER RATES

SECTION 1. WATER & SEWER USAGE RATES AND TAXES

12.00% WATER INCREASE
20.00% SEWER INCREASE

The monthly water and sewer use rates for residential property are established as follows:

BASE CHARGE	WATER	SEWER
	$21.60	$38.50

The Base Charge shall be prorated for the portion of the month in which service was in use.

In addition to the Base Charge, the charge for usage shall also include a charge based on the gallons used as follows:

FIRST INCREMENT	SECOND INCREMENT
(0-6,000 gallons)	(over-6,000 gallons)
WATER	WATER
$4.05	$7.20
per whole thousand	per whole thousand
SEWER	SEWER
$7.22	$10.26
per whole thousand	per whole thousand

The monthly water and sewer use rates for commercial property are established as follows:

BASE CHARGE	WATER	SEWER
	$50.41	$89.17

The Base Charge shall be prorated for the portion of the month in which service was in use.

In addition to the Base Charge, the charge for usage shall also include a charge based on the gallons used as follows:

FIRST INCREMENT	SECOND INCREMENT	THIRD INCREMENT
(0-2,000 gallons)	(2,001-10,000 gallons)	(over-10,000 gallons)
WATER	WATER	WATER
$1.78	$5.40	$7.20
per whole thousand	per whole thousand	per whole thousand
SEWER	SEWER	SEWER
$5.14	$10.26	$12.80
per whole thousand	per whole thousand	per whole thousand

TAXES

A Public Service Tax (PST) of 5% shall be added to the water service rates.

TOWN OF HILLIARD

Water & Sewer Rate Increase Notice

Ordinance No. 2026-08

In accordance with **Hilliard Town Charter Section 4.11(5), Action Requiring an Ordinance**, the Town shall, by ordinance, regulate the rates charged for services provided by a public utility, including water and sewer rates.

Pursuant to **Florida Statute § 180.136, Water or sewer utilities; notice**, before a local government water or sewer utility increases any rate, charge, or fee for water or sewer utility service, the utility must provide notice of the proposed increase to each customer through the utility's billing process. The notice must state the date, time, and place of the meeting of the governing board at which the proposed increase will be considered.

Proposed Water & Sewer Rate Increase

The **Town of Hilliard** proposes to increase its water rates by **12%** and sewer rates by **20%** for both residential and commercial customers.

The proposed rate adjustments are based on a **Water and Sewer Rate Study conducted in 2025 and finalized on September 13, 2025**. The study evaluated the revenues necessary from the Town's water and sewer utilities to adequately fund **asset management and the ongoing maintenance, repair, replacement, and preservation of the Town's water and sewer infrastructure**.

The proposed increases are intended to help ensure that the Town's water and sewer systems have sufficient revenues to support the continued operation and maintenance of these essential public utilities and to responsibly manage the Town's infrastructure assets.

Public Hearing & Regular Meeting

The Town Council will conduct a public hearing to receive citizen input and consider the proposed water and sewer rate increases.

Date: October 15, 2026
Time: 7:00 p.m.
Location: Hilliard Town Hall / Council Chambers
15859 West County Road 108
Hilliard, FL 32046

Members of the public are invited to attend and provide comments regarding the proposed rate increases.

Authority for Annual Rate Adjustments

The proposed rate increase is also addressed under **Hilliard Town Code Chapter 58 – Utilities, Section 58-86, Annual rate increases tied to inflation**, which provides:

Sec. 58-86. Annual rate increases tied to inflation.

Effective October 1st of every year, the rates subject to annual cost adjustment as set forth above shall be increased by a percentage equal to the annual increase in the Municipal Cost Index ("MCI") published by American City & County Magazine. The MCI is a weighted average, using 2005 as the base year, of the consumer price index, producer price index for industrial commodities, and construction cost index. Notwithstanding anything to the contrary herein, any such rate increase shall be subject to approval or adjustment by the Town Council by ordinance.

(Ord. No. 2010-03, § 6, 10-7-2010; Ord. No. 2023-02, 05-18-2023)

Proposed Rates

Ordinance No. 2026-08 – Attachment:

The proposed water and sewer rates are provided on the back of this notice and include examples of **average monthly residential and commercial consumption, along with the corresponding increase in monthly bills compared to current rates**.

The examples are provided to illustrate the estimated impact of the proposed rate increases on typical residential and commercial customers. **The Town Council will consider the proposed rates at the October 15, 2026, public hearing and regular meeting.**

ATTACHMENT
TOWN OF HILLIARD
ORDINANCE NO. 2026-08 - AMENDING 2025-08
WATER & SEWER RATES

BASE CHARGE
O&M & DEBT
CONSUMPTION
ASSET MANAGEMENT

SECTION 1. WATER & SEWER USAGE RATES AND TAXES

12.00% WATER INCREASE
20.00% SEWER INCREASE

The monthly water and sewer use rates for residential property are established as follows:

BASE CHARGE	WATER	SEWER
	$21.60	$38.50

The Base Charge shall be prorated for the portion of the month in which service was in use.

In addition to the Base Charge, the charge for usage shall also include a charge based on the gallons used as follows:

FIRST INCREMENT	SECOND INCREMENT
(0-6,000 gallons)	(over-6,000 gallons)
WATER	WATER
$4.05	$7.20
per whole thousand	per whole thousand
SEWER	SEWER
$7.22	$10.26
per whole thousand	per whole thousand

BASED ON AVERAGE MONTHLY CONSUMPTION

3,000 GALLONS RESIDENTAL AVERAGE BILL		**5,000 GALLONS COMMERCIAL AVERAGE BILL**	
$21.60		$50.41	
$4.05		$1.78	
$4.05		$1.78	
$4.05		$16.20	*$5.40 X 3
$33.77		$70.17	
5.00%	PST	5.00%	PST
$1.69		$3.51	
$35.46	**WATER**	**$73.68**	**WATER**
$38.50		$89.17	
$7.22		$5.14	
$7.22		$5.14	
$7.22		$30.78	*$10.26 X 3
$60.17	**SEWER**	**$130.22**	**SEWER**
$95.62	**NEW TOTAL**	**$203.90**	**NEW TOTAL**

The monthly water and sewer use rates for commercial property are established as follows:

BASE CHARGE	WATER	SEWER
	$50.41	$89.17

The Base Charge shall be prorated for the portion of the month in which service was in use.

In addition to the Base Charge, the charge for usage shall also include a charge based on the gallons used as follows:

FIRST INCREMENT	SECOND INCREMENT	THIRD INCREMENT
(0-2,000 gallons)	(2,001-10,000 gallons)	(over-10,000 gallons)
WATER	WATER	WATER
$1.78	$5.40	$7.20
per whole thousand	per whole thousand	per whole thousand
SEWER	SEWER	SEWER
$5.14	$10.26	$12.80
per whole thousand	per whole thousand	per whole thousand

3,000 GALLONS RESIDENTAL AVERAGE BILL		**5,000 GALLONS COMMERCIAL AVERAGE BILL**	
$19.29		$45.01	
$3.62		$1.59	
$3.62		$1.59	
$3.62		$14.46	*$4.82 X 3
$30.15		$62.65	
5.00%	PST	5.00%	PST
$1.51		$3.13	
$31.66	**WATER**	**$65.78**	**WATER**
$32.08		$74.31	
$6.02		$4.28	
$6.02		$4.28	
$6.02		$25.65	*$8.55 X 3
$50.14	**SEWER**	**$108.52**	**SEWER**
$81.80	**CURRENT TOTAL**	**$174.30**	**CURRENT TOTAL**

$95.62	**NEW**	**$203.90**	**NEW**
$81.80	**CURRENT**	**$174.30**	**CURRENT**
$13.83	**DIFFERENCE**	**$29.60**	**DIFFERENCE**

TAXES
A Public Service Tax (PST) of 5% shall be added to the water service rates.

Town of Hilliard
FY 2025 without Tax Revenue
Fiscal Year: 2025
CIP Schedule

Description	Funding Source	2025	2026	2027	2028	2029
AMI Meters	Water Revenues	$109,600	$110,000	$0	$0	$0
*Aerzen Blower Replacement (carryover)	Wastewater Revenues	$27,900	$27,900	$0	$0	$0
Wetland Pumps (Influent)	Wastewater Revenues	$0	$0	$0	$0	$0
Wetland Pumps (Effluent)	Wastewater Revenues	$0	$20,000	$0	$0	$0
Lift Station SCADA	Wastewater Revenues	$0	$18,700	$0	$0	$0
Second Filter	Wastewater Revenues	$0	$0	$175,000	$0	$0
Second Belt Press	Wastewater Revenues	$0	$0	$0	$150,000	$0
Second Alum Tank	Wastewater Revenues	$0	$0	$0	$0	$50,000
WWTP Electric Gate	Wastewater Revenues	$0	$0	$30,000	$0	$0
*Lift Station Replacement/Upgrades (Cedar Haven, Lorana)	Wastewater Revenues	$0	$20,000	$0	$15,000	$15,000
*Lift Station Pumps	Wastewater Revenues	$0	$0	$25,500	$0	$0
*Manhole lining Repair	Wastewater Revenues	$0	$50,000	$50,000	$50,000	$50,000
*Gravity Sewer Lining	Wastewater Revenues	$0	$50,000	$100,000	$100,000	$100,000
*Sewer Repairs (MH repair)	Wastewater Revenues	$54,600	$300,000	$50,000	$50,000	$50,000
WTP Generator Electrical	Water Revenues	$24,800	$0	$0	$0	$0
*WTP Replacement Generator	Water Revenues	$0	$0	$200,000	$0	$0
Flow Testing	Water Revenues	$11,600	$0	$0	$0	$0
*Hydrant Replacement	Water Revenues	$13,600	$20,000	$15,000	$15,000	$15,000
*Valve Replacement	Water Revenues	$9,200	$10,000	$50,000	$50,000	$50,000
*WM Replacement	Water Revenues	$0	$0	$100,000	$10,000	$100,000
*Well Pump & Column Replacement	Water Revenues	$35,100	$50,000	$0	$0	$0
*HSP Replacement	Water Revenues	$0	$0	$0	$50,000	$0
Director Truck	Wastewater Revenues	$0	$0	$30,000	$0	$0
Water Main Extensions	Grant	$0	$1,900,000	$5,300,000	$1,000,000	$0
Sewer Rehabs (Planning & Design)	Grant	$0	$652,300	$0	$0	$0
Director Truck	Water Revenues	$0	$0	$30,000	$0	$0
*Other current obligations (one time cost	Wastewater Revenues	$100,000	$0	$0	$0	$0
Sewer Rehabs (Planning & Design)	Grant	$0	$652,300	$0	$0	$0
*AC & Galvanized Water Maines Replacement	Water Revenues	$0	$60,000	$0	$0	$0
Emergency Waste to Digester	Wastewater Revenues	$0	$50,000	$0	$0	$0
CDBG - WM Extension Match	Water Revenues	$0	$50,000	$0	$0	$0
*Water Master replacement	Water Revenues	$0	$8,000	$0	$0	$0
*Outfall Meter Upgrade	Wastewater Revenues	$0	$9,000	$0	$0	$0
Sewer Rehabs (Construction)	Grant	$0	$0	$0	$7,531,400	$0
Sewer Rehabs (Construction)	Future Loan	$0	$0	$0	$3,227,700	$0
Septic to Sewer	Grant	$0	$0	$5,051,600	$0	$0
Lift Station Generator (Whisper Ridge)	Wastewater Revenues	$0	$0	$40,000	$0	$0
WTP Shelter over HSP	Water Revenues	$0	$0	$15,000	$0	$0
*Belt Press Rehab.	Wastewater Revenues	$0	$65,000	$0	$0	$0
*WW Asset Management Reserve needed	Wastewater Revenues	$0	$0	$81,400	$91,900	$91,900
*DW Asset Management Reserve needed	Water Revenues	$0	$0	$0	$48,900	$8,900
Totaled By	**Funding Source**	**2025**	**2026**	**2027**	**2028**	**2029**
* Items that are R/R not Capital.	Water Revenues	$203,900	$308,000	$410,000	$173,900	$173,900
	Wastewater Revenues	$182,600	$610,700	$581,900	$456,900	$356,900
	Future Loan	$0	$0	$0	$3,227,700	$0
	Grant	$0	$3,204,600	$10,351,600	$8,531,400	$0
	Total	**$386,500**	**$4,123,300**	**$11,343,500**	**$12,390,000**	**$530,900**

AGENDA ITEM REPORT
TOWN OF HILLIARD, FLORIDA

TO: Town Council Public Hearing & Regular Meeting

Meeting Date: November 5, 2026

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

SUBJECT: Town Council to consider Ordinance No. 2026-09, Amending Chapter 62, Article IV, Section 62-281, Zoning Districts exclusive, to ensure compliance with Section 553.385, Florida Statutes, regarding offsite constructed residential dwellings; and providing for an effective date. Setting the Second Public Hearing & Final Reading for December 3, 2026.

BACKGROUND:
The Town Attorney has advised that House Bill 803, which was signed into law by the Governor, to prevent local governments from adopting or enforcing any zoning, land use, or development regulation that treats an offsite-constructed residential dwelling differently or more restrictively than a single-family site-built dwelling allowed in the same district.

Ordinance 2026-09 has been prepared by the Town's legal counsel to ensure compliance with applicable Florida Statutes. The proposed ordinance was reviewed during a Town Council Workshop and was properly advertised for consideration by the Planning and Zoning Board, including a public hearing and recommendation to the Town Council.

Following the October 22, 2026, public hearing, the Planning & Zoning Board voted 4–0 to recommend that the Town Council adopt Ordinance No. 2026-09, amending Chapter 62 to ensure compliance with Section 553.385, Florida Statutes.

FINANCIAL IMPACT:
To be determined.

RECOMMENDATION:
Town Council adoption of Ordinance No. 2026-09, on First Reading and to Set the Second Public Hearing & Final Reading for December 3, 2026.

ORDINANCE NO. 2026-09

AN ORDINANCE OF THE TOWN OF HILLIARD, NASSAU COUNTY, FLORIDA, AMENDING CHAPTER 62, ARTICLE IV, SEC. 62-281- ZONING DISTRICTS EXCLUSIVE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, CS/CS/HB 803, relating to building permits and inspections, was passed by the Florida Legislature in March 2026 and approved by the Governor on or about May 6, 2026,

WHEREAS, CS/CS/HB 803 amends §553.385, Florida Statutes to prevent local governments from adopting or enforcing any zoning, land use, or development regulation that treats an offsite-constructed residential dwelling differently or more restrictively than a single-family site-built dwelling allowed in the same district;

WHEREAS, the Town of Hilliard recognizes the State of Florida's policy of promoting housing availability and ensuring that offsite-constructed residential dwellings are afforded the same zoning and land use opportunities as comparable site-built single-family dwellings;

WHEREAS, amending Sec. 62-281, Zoning Districts Exclusive, is necessary to eliminate any provisions that may conflict with §553.385, Florida Statutes, and to ensure that the Town's Land Development Regulations remain consistent with state law;

WHEREAS, the Town of Hilliard has found it necessary to enact the following amendment to Sec. 62-281, Zoning Districts Exclusive, to comply with §553.385, Florida Statutes, as amended.

NOW THEREFORE BE IT ORDAINED, by the Town Council of the Town of Hilliard, Florida, as follows:

Section 1. SEC. 62-281 is hereby amended as follows.

USE	LDR	MDR	HDR			AGR	MSC	COM	IND	REC	CON	INS	MU
	R-1	R-2	R-3	RM-4	RMH	A-1	MSC	C-1	M-1				
Mobile home or manufactured home	~~E~~ P	~~E~~ P	P	P	P	P	P						

Section 2. Effective Date.

This Ordinance shall become effective upon passage.

Adopted this _____ day of _____, 2026, by the Hilliard Town Council, Hilliard, Florida.

_____
Kenneth A. Sims, Sr.
Council President

ATTEST:

_____
Lisa Purvis
Town Clerk

APPROVED:

_____
John P. Beasley
Mayor

Planning & Zoning Board Publication:	October 7, 2026
Town Council Publication:	October 7, 2026
Planning & Zoning Board Public Hearing:	October 22, 2026
Town Council First Public Hearing:	November 5, 2026
Town Council First Reading:	November 5, 2026
Town Council Publication:	November 18, 2026
Town Council Second Public Hearing:	December 3, 2026
Town Council Final Reading:	December 3, 2026

DATE: October 2, 2026
TO: Nassau County Record
FROM: Kim Corbett, Town of Hilliard
RE: Advertisement

- Please place the following advertisement in your October 7, 2026, edition.
- Please do not deviate from the specified language.
- The notice should be two columns wide by 10 inches long.
- Do not place in the classified or legal section or an obscure portion of the newspaper.
- Headline in type no smaller than 18 Point.
- Please send Proof of Publications, as soon as possible.

NOTICE OF PUBLIC HEARING
AND
FIRST READING

ORDINANCE NO. 2026-09

AN ORDINANCE AMENDING CHAPTER 62, ARTICLE IV, SEC. 62-281- ZONING DISTRICTS EXCLUSIVE; PROVIDING FOR AN EFFECTIVE DATE.

The following Public Hearings have been scheduled:

Planning and Zoning Board – Thursday, October 22, 2026, at 7:00 p.m.
Town Council – Thursday, November 5, 2026, at 7:00 p.m.

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

Action on the matter may be taken following the closing of the Public Hearings. A copy of Ordinance No. 2026-09 is available for inspection and copying at Town Hall during normal business hours 9:00 a.m. to 5:00 p.m., Monday through Friday.

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

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

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

AGENDA ITEM REPORT
TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: November 5, 2026

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

SUBJECT: Town Council to adopt Resolution No. 2026-13, formally dedicating and renaming North Oxford Street Park after longtime resident and dedicated park caretaker Mr. Joseph Walker.

BACKGROUND:

Town Council to Consider Naming North Oxford Street Park in Honor of Joe Walker
The Town Council will formally adopt by resolution to officially name North Oxford Street Park **"The Lil Joe Walker Baseball Grounds at North Oxford"** in honor of longtime resident and dedicated park caretaker Joe Walker.

The resolution will be presented to the Walker family on Thursday**, November 5, 2026, Town Council meeting at 7:00 p.m.**

A park dedication ceremony will be held on **Saturday, November 7, 2026, at 2:00 p.m.** at the park. The ceremony will include family, friends, and former Hilliard Slugger baseball players, who will be recognized by name. The Town will provide traditional baseball refreshments, including hot dogs, boiled peanuts, chips, canned sodas, and bottled water.

See additional information attached.

FINANCIAL IMPACT:

To be determined.

RECOMMENDATION:

Town Council to adopt Resolution No. 2026-13, dedicating and renaming the North Oxford Street Park "The Lil Joe Walker Baseball Grounds at North Oxford" in honor of Mr. Joe Walker.

RESOLUTION NO. 2026-13

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILLIARD, FLORIDA, FORMALLY DEDICATING AND NAMING NORTH OXFORD STREET PARK "THE LIL JOE WALKER BASEBALL GROUNDS AT NORTH OXFORD"; RECOGNIZING THE LIFETIME OF SERVICE, DEDICATION, AND CONTRIBUTIONS OF JOSEPH D. WALKER TO THE COMMUNITY AND LOCAL BASEBALL; HONORING THE LEGACY OF THE HILLIARD SLUGGERS AND GENERATIONS OF BASEBALL PLAYERS; PROVIDING FOR PRESENTATION OF THIS RESOLUTION AND A PUBLIC DEDICATION CEREMONY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Hilliard recognizes the importance of preserving its history, honoring individuals who have made lasting contributions to the community, and celebrating the people and traditions that have shaped its identity; and

WHEREAS, in the 1950s, the Town of Hilliard acquired the property now known as North Oxford Street Park, which would become an important gathering place for recreation, baseball, fellowship, and community pride; and

WHEREAS, Joseph D. Walker, affectionately known as "Lil Joe," played a significant role in establishing and maintaining the baseball field, working alongside others to clear the land, remove an existing barn and fencing, level the ground, and construct an early backstop so that local residents could enjoy the game of baseball; and

WHEREAS, through determination, hard work, and a deep love for his community, Mr. Walker devoted countless hours to maintaining the field, preparing the playing surface, caring for the grounds, and helping ensure that the park was ready for players and spectators; and

WHEREAS, Mr. Walker's physical challenges never diminished his commitment to baseball or his determination to serve others, demonstrating extraordinary perseverance, faith, and dedication to the sport and the community he loved; and

WHEREAS, the baseball club that developed at North Oxford became known as the "Sluggers," earning recognition through its competitive spirit, talented players, and success against teams throughout Northeast Florida and beyond; and

WHEREAS, over the years, the Hilliard Sluggers brought together players, families, and fans from different backgrounds, helping build friendships,

strengthen community bonds, and create lasting memories through the shared love of baseball; and

WHEREAS, the North Oxford baseball field became a source of local pride, attracting teams and spectators from surrounding communities and farther away who came to experience the excitement and tradition of Sluggers baseball; and

WHEREAS, Mr. Walker's contributions extended beyond maintaining a baseball field. He helped preserve a place where generations of residents could gather, compete, celebrate, and build relationships, leaving a legacy that continues to hold meaning for former players, family members, friends, and community residents; and

WHEREAS, the Town Council desires to recognize the enduring contributions of Mr. Walker and honor the history of North Oxford Street Park, the Hilliard Sluggers, and the generations of local baseball players whose stories are woven into the history of Hilliard; and

WHEREAS, the Town Council finds that formally dedicating and naming the park in honor of Mr. Walker is a fitting and lasting tribute to his years of service, his love of baseball, and his dedication to the community.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HILLIARD, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS. The foregoing recitals are hereby incorporated into this Resolution and made a part hereof.

SECTION 2. OFFICIAL DEDICATION AND NAME. The Town Council hereby dedicates and names North Oxford Street Park in honor of Joseph D. Walker, affectionately known as "Lil Joe," as:

"THE LIL JOE WALKER BASEBALL GROUNDS AT NORTH OXFORD."

SECTION 3. RECOGNITION OF SERVICE AND LEGACY. The Town Council formally recognizes and expresses its appreciation for Mr. Walker's many years of service, care, and commitment to the park and the local baseball community. This dedication honors his perseverance, his contributions to the Hilliard Sluggers, and the memories and traditions created at North Oxford for generations of players, families, and fans.

SECTION 4. PRESENTATION TO THE WALKER FAMILY. A signed, sealed, and framed copy of this Resolution shall be presented to the Walker family by the Mayor during the Town Council's regular meeting on Thursday, November

5, 2026, at 7:00 p.m. The Mayor shall read the Resolution aloud in recognition of Mr. Walker and his enduring contributions to the community.

SECTION 5. PUBLIC DEDICATION CEREMONY. A public dedication ceremony shall be held at North Oxford Street Park on Saturday, November 7, 2026, at 2:00 p.m. The ceremony shall celebrate Mr. Walker's legacy and the park's place in Hilliard's history. The Town intends to recognize by name the former Hilliard Sluggers players in attendance in appreciation of their contributions to local baseball and their connection to the park and community.

SECTION 6. COMMUNITY CELEBRATION. The Town may provide traditional baseball refreshments for attendees, including hot dogs, boiled peanuts, chips, canned soft drinks, and bottled water, as part of the dedication celebration.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED by the Town Council of the Town of Hilliard, Florida, this 5th day of November, 2026.

_____
Kenneth A. Sims
Council President

_____
Lee Pickett
Council Pro Tem

ATTEST:

_____
Jared Wolitz
Councilman

_____
Lisa Purvis
Town Clerk

APPROVED:

_____
Dallis Hunter
Councilman

_____
John P. Beasley
Mayor

_____
Joe Michaels
Councilman

RESOLUTION NO. 2026-13

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILLIARD, FLORIDA, FORMALLY DEDICATING AND NAMING NORTH OXFORD STREET PARK "THE LIL JOE WALKER BASEBALL GROUNDS AT NORTH OXFORD"; RECOGNIZING THE LIFETIME OF SERVICE, DEDICATION, AND CONTRIBUTIONS OF JOSEPH D. WALKER TO THE COMMUNITY AND LOCAL BASEBALL; HONORING THE LEGACY OF THE HILLIARD SLUGGERS AND GENERATIONS OF BASEBALL PLAYERS; PROVIDING FOR PRESENTATION OF THIS RESOLUTION AND A PUBLIC DEDICATION CEREMONY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Hilliard recognizes the importance of preserving its history, honoring individuals who have made lasting contributions to the community, and celebrating the people and traditions that have shaped its identity; and

WHEREAS, in the 1950s, the Town of Hilliard acquired the property now known as North Oxford Street Park, which would become an important gathering place for recreation, baseball, fellowship, and community pride; and

WHEREAS, Joseph D. Walker, affectionately known as "Lil Joe," played a significant role in establishing and maintaining the baseball field, working alongside others to clear the land, remove an existing barn and fencing, level the ground, and construct an early backstop so that local residents could enjoy the game of baseball; and

WHEREAS, through determination, hard work, and a deep love for his community, Mr. Walker devoted countless hours to maintaining the field, preparing the playing surface, caring for the grounds, and helping ensure that the park was ready for players and spectators; and

WHEREAS, Mr. Walker's physical challenges never diminished his commitment to baseball or his determination to serve others, demonstrating extraordinary perseverance, faith, and dedication to the sport and the community he loved; and

WHEREAS, the baseball club that developed at North Oxford became known as the "Sluggers," earning recognition through its competitive spirit, talented players, and success against teams throughout Northeast Florida and beyond; and

WHEREAS, over the years, the Hilliard Sluggers brought together players, families, and fans from different backgrounds, helping build friendships, strengthen community bonds, and create lasting memories through the shared love of baseball; and

WHEREAS, the North Oxford baseball field became a source of local pride, attracting teams and spectators from surrounding communities and farther away who came to experience the excitement and tradition of Sluggers baseball; and

WHEREAS, Mr. Walker's contributions extended beyond maintaining a baseball field. He helped preserve a place where generations of residents could gather, compete, celebrate, and build relationships, leaving a legacy that continues to hold meaning for former players, family members, friends, and community residents; and

WHEREAS, the Town Council desires to recognize the enduring contributions of Mr. Walker and honor the history of North Oxford Street Park, the Hilliard Sluggers, and the generations of local baseball players whose stories are woven into the history of Hilliard; and

WHEREAS, the Town Council finds that formally dedicating and naming the park in honor of Mr. Walker is a fitting and lasting tribute to his years of service, his love of baseball, and his dedication to the community.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HILLIARD, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS. The foregoing recitals are hereby incorporated into this Resolution and made a part hereof.

SECTION 2. OFFICIAL DEDICATION AND NAME. The Town Council hereby dedicates and names North Oxford Street Park in honor of Joseph D. Walker, affectionately known as "Lil Joe," as:

"THE LIL JOE WALKER BASEBALL GROUNDS AT NORTH OXFORD."

SECTION 3. RECOGNITION OF SERVICE AND LEGACY. The Town Council formally recognizes and expresses its appreciation for Mr. Walker's many years of service, care, and commitment to the park and the local baseball community. This dedication honors his perseverance, his contributions to the Hilliard Sluggers, and the memories and traditions created at North Oxford for generations of players, families, and fans.

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SECTION 5. PUBLIC DEDICATION CEREMONY. A public dedication ceremony shall be held at North Oxford Street Park on Saturday, November 7, 2026, at 2:00 p.m. The ceremony shall celebrate Mr. Walker's legacy and the park's place in Hilliard's history. The Town intends to recognize by name the former Hilliard Sluggers players in attendance in appreciation of their contributions to local baseball and their connection to the park and community.

SECTION 6. COMMUNITY CELEBRATION. The Town may provide traditional baseball refreshments for attendees, including hot dogs, boiled peanuts, chips, canned soft drinks, and bottled water, as part of the dedication celebration.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED by the Town Council of the Town of Hilliard, Florida, this 5th day of November, 2026.

TOWN OF HILLIARD:	**ATTEST:**	**APPROVED**
_____	_____	_____
Kenneth A. Sims, Council President	Lisa Purvis, Town Clerk	John P. Beasley, Mayor
_____	_____	_____
Jared Wolitz, Councilman	Dallis Hunter, Councilman	Joe Michaels, Councilman

AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: November 5, 2026

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

SUBJECT: Consideration and approval of a Municipal Contract Participation Agreement between the Town of Hilliard and Southern Disaster Recovery, LLC (SDR), utilizing Nassau County's existing contract for Disaster Debris Management and Removal Services.

BACKGROUND:

Nassau County previously entered into a contract with Southern Disaster Recovery, LLC for professional disaster debris management and removal services. The Town of Hilliard's previous disaster debris removal contract has expired, and this agreement will serve as a replacement to ensure the Town has a contractual arrangement in place for future emergency debris removal needs. The Nassau County contract includes provisions allowing other governmental agencies within Nassau County, including municipalities, to utilize the contract's established terms, conditions, scope of services, and pricing. By entering into this Municipal Contract Participation Agreement, the Town will be able to utilize Nassau County's existing contract for disaster debris management and removal services in the event of hurricanes, severe storms, or other emergency situations.

FINANCIAL IMPACT:

There is no immediate expenditure associated with approval of this agreement. Services will only be performed upon issuance of a written notice to proceed, task order, or work authorization by an authorized Town representative. Any costs incurred will be based on the established pricing under Nassau County Contract and the scope of services authorized by the Town. The Town will be responsible for payment of services it authorizes.

RECOMMENDATION:

Town Council approval of the Municipal Contract Participation Agreement between the Town of Hilliard and Southern Disaster Recovery, LLC.

MUNICIPAL CONTRACT PARTICIPATION AGREEMENT FOR DISASTER DEBRIS MANAGEMENT AND REMOVAL

This Agreement is entered into- this 6th day of November 2026 by and between **The Town of Hilliard, FL**, and **Southern Disaster Recovery, LLC** ("SDR" or "Consultant").

The Board of County Commissioners of Nassau County, Florida ("Nassau County"), is the awarding public agency under the referenced contract; its written approval or signature shall be included if required by the Contract or applicable law.

WHEREAS, Nassau County entered into the Contract for Professional Services for Disaster Debris Management and Removal with Southern Disaster Recovery, LLC, Contract Tracking No. CM3491, associated with Request for Proposal No. NC23-036-RFP ("Nassau County Contract"); and

WHEREAS, Exhibit A to the Nassau County Contract, RFP No. NC23-036-RFP, Scope of Work, "FEMA Disclaimer," paragraph 1(a)–(c), expressly provides that the Contract and pricing shall be made available to other governmental agencies within Nassau County, Florida, including Constitutional Offices, School Boards, Tax District Authorities, and municipalities; requires notice to Nassau County of contracts for services secured within Nassau County; and requires negotiated additional services to be made available to Nassau County; and

WHEREAS, The Town of Hilliard is a governmental agency located within Nassau County, Florida, and desires to use the Nassau County Contract only to the extent permitted by that provision and applicable law.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

SECTION A – ADOPTION AND INCORPORATION BY REFERENCE

The Nassau County Contract, Contract Tracking No. CM3491, including its applicable terms, conditions, scope, specifications, pricing and compensation provisions, amendments, and Exhibits A through D, is incorporated into and made part of this Agreement by reference as though fully set forth herein. The Contract identifies Exhibit D as "Federal Provisions"; those provisions, as included in the executed Contract and applicable amendments, and all other applicable federal requirements incorporated into the Contract, are adopted by reference and apply to the extent applicable. A complete copy of the Nassau County Contract and applicable exhibits and amendments shall be maintained with this Agreement.

Consistent with Exhibit A, RFP No. NC23-036-RFP, Scope of Work, "FEMA Disclaimer," paragraph 1(a), this participation is limited to governmental agencies within Nassau County, Florida. This Agreement does not authorize use by agencies outside Nassau County or enlarge the scope, pricing, or term of the Nassau County Contract. Required approvals and any written consent required by the Contract or applicable law must be obtained before work is ordered.

The **Town of Hilliard** shall provide notice to Nassau County of any contract for services secured within Nassau County under this arrangement. Any negotiated additional services shall be made available to Nassau County, consistent with the referenced provision and the Nassau County Contract.

SECTION B – SERVICES AND NOTICE TO PROCEED

SDR may provide disaster debris management and removal services only within the scope of the Nassau County Contract and upon a written Notice to Proceed, task order, or work authorization issued by the Participating Agency's authorized representative. Each authorization shall identify, as applicable, the event, work location, scope, applicable contract line items and pricing, estimated quantities or value, not-to-exceed amount, and reporting requirements.

The **Town of Hilliard** shall provide available project information and site access reasonably necessary for performance and coordinate permits or governmental approvals as provided in the incorporated Contract. Additional services or changes may be authorized only as permitted by the Nassau County Contract and applicable law, with required written approvals.

SECTION C – COMPENSATION, INVOICING, AND RECORDS

Compensation shall be determined under the pricing and compensation provisions of the Nassau County Contract and the applicable written work authorization. The **Town of Hilliard** is responsible for payment for work it authorizes. Nassau County has no payment obligation for such work unless it expressly accepts that obligation in

writing. SDR shall invoice the party identified in the work authorization and provide supporting reports and documentation required by the Contract.

SDR shall maintain and make available the project, cost, quantity, load-ticket, invoice, subcontractor, and other records required by the incorporated Contract. The access, audit, and retention requirements of the Nassau County Contract, including applicable federal requirements, apply to the work.

SECTION D – TERM, TERMINATION, AND CONTINUING OBLIGATIONS

This Agreement is effective on the date stated above and remains in effect only while use of the Nassau County Contract is authorized and that Contract remains in effect, unless earlier terminated under the incorporated Contract or applicable law. The Nassau County Contract provides for an initial three-year term from execution, with potential one-year extensions for up to two additional years by mutual written agreement and subject to its terms, including funding availability. This Agreement does not independently extend that term.

Termination for cause or convenience, remedies, dispute procedures, force majeure, and survival of obligations are governed by the applicable provisions of the Nassau County Contract, subject to mandatory law and any written work authorization. Termination does not eliminate payment obligations for properly authorized and performed services or records and compliance obligations that survive.

SECTION E – INSURANCE, LIABILITY, AND COMPLIANCE

SDR shall maintain the insurance required by Exhibit C of the Nassau County Contract, as applicable to the work. Any additional **Town of Hilliard** insurance or endorsement requirement must be stated in writing, agreed by the parties, and consistent with the incorporated Contract and applicable law.

The standard of care, indemnification, limitation of liability, subcontracting, licensing and permitting, public records, audit, and other risk-allocation provisions of the Nassau County Contract are incorporated by reference and apply to the extent relevant and legally enforceable. Nothing herein waives governmental immunity or statutory protection available to a public agency.

SECTION F – ORDER OF PRECEDENCE; ENTIRE AGREEMENT

This Agreement documents the Participating Agency's authorized use of the Nassau County Contract. Except for identifying the Participating Agency, its authorized work, and its payment responsibility as expressly stated herein, the Nassau County Contract remains unchanged. Any order-of-precedence provision in the Nassau County Contract controls; if no provision controls a conflict, the parties shall resolve it in a written amendment before affected work proceeds.

This Agreement, the incorporated Nassau County Contract and its applicable exhibits and amendments, and each properly issued work authorization constitute the agreement governing the services. Any amendment must be in writing and signed by authorized representatives of the affected parties.

SIGNATURES

The undersigned represent that they are authorized to execute this Agreement on behalf of their respective parties.

TOWN OF HILLIARD	SOUTHERN DISASTER RECOVERY, LLC
By: _____ Name: _____ Title: _____ Date: _____ Attest, if required: _____	By: _____ Name: _____ Title: _____ Date: _____

NASSAU COUNTY ACKNOWLEDGMENT / APPROVAL (if required):

By: _____ Name/Title: _____ Date: _____

REFERENCE CONTRACT: Nassau County, Florida, Contract Tracking No. CM3491; RFP No. NC23-036-RFP; Exhibit A, Scope of Work, "FEMA Disclaimer," paragraph 1(a)–(c); Exhibits A–D, including Exhibit D – Federal Provisions; and applicable amendments/extensions.

CONTRACT FOR PROFESSIONAL SERVICES FOR DISASTER DEBRIS MANAGEMENT and REMOVAL

THIS CONTRACT is entered into by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **Southern Disaster Recovery, LLC**, located at 109 White Oak Road, Greenville, SC 29609, hereinafter referred to as the "Consultant".

WHEREAS, the County desires to obtain professional services for Disaster Debris Management and Removal services and said services are more fully described in the County's Request for Proposal ("RFP") numbered NC23-036-RFP, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, a copy of the Consultant's Proposal is attached hereto as Exhibit "B" and made a part hereof; and

WHEREAS, the Consultant desires to render certain professional services as described in Exhibits "A" and "B", and has the qualifications, experience, staff and resources to perform those professional services; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon the Consultant's assurance that it has the qualifications, experience, staff and resources, the County has determined that it would be in the best interest of Nassau County to award a contract to the Consultant for the rendering of those services described in Exhibits "A" and "B".

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

SECTION 1. Recitals.

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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	COUNTY'S REQUEST FOR PROPOSAL NC23-036-RFP ("RFP"), AS MODIFIED BY ADDENDA
Exhibit B	CONSULTANT'S PROPOSAL BUT ONLY TO THE EXTENT RESPONSIVE TO THE COUNTY'S REQUEST FOR PROPOSAL NC23-036-RFP
Exhibit C	INSURANCE REQUIREMENTS
Exhibit D	FEDERAL PROVISIONS

SECTION 3. Employment of the Consultant.

3.1 The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibits "A" and "B".

SECTION 4. Scope of Services.

4.1 The Consultant shall provide professional services in accordance with Exhibits "A" and "B". The Consultant shall commence the work in accordance with the issuance of a written Notice to Proceed issued by the County.

4.2 Services requested by the County or the County's representative that are not set forth in Exhibits "A" and "B" shall be considered additional services. The County may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of this Contract. The County may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of

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the Consultant, which shall not be unreasonably withheld. If unusual quantity requirements arise, the County may solicit separate bids to satisfy them.

4.3 Time is of the essence with regard to each and every obligation of the Consultant. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

4.4 The Consultant will promptly notify the County upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any Service, Deliverable, or Project; or if the Consultant uses or authorizes a third party to use County Materials beyond the license for use. The Consultant will use commercially reasonable efforts to avoid or minimize any delays in performance, and will inform the County of the steps the Consultant is taking, or will take to do so, and the projected actual completion (or delivery) time. If the Consultant believes a delay in performance by the County has caused or will cause the Consultant to be unable to perform its obligations on time, the Consultant will promptly so notify the County and use commercially reasonable efforts to perform its obligations on time notwithstanding the County's delay. Provided that the Consultant satisfies the requirements of the immediately foregoing sentence, the Consultant will not be liable for liquidated damages as provided for under this Contract if and only to the extent that the Consultant's applicable failure to perform or delay in performing is caused by the County.

4.5 The County reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of the Consultant to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

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4.6 Unless otherwise prohibited by law, the County may require the Consultant to furnish, without additional cost to the County, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The County shall determine the type and amount of security. Upon request, the Consultant shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

4.7 If the Consultant believes that any County restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, then the Consultant shall immediately notify the County in writing, indicating the specific restriction. The County reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the County.

4.8 Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers; additionally, no extra charges shall be applied for boxing, crating, packing, or insurance. All containers and packaging shall become and remain the County's property. All purchases are F.O.B. destination, transportation charges prepaid. A complete packing list must accompany each shipment. Transportation of goods shall be F.O.B Destination to any point within thirty (30) days after the County places an Order. The County assumes no liability for merchandise shipped to other than the specified destination. Items received in excess of quantities specified may, at the County's option, be returned at the Consultant's expense. Substitutions are not permitted. The Consultant, within five (5) days after receiving a purchase

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order, shall notify the County of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Consultant suspension. The Consultant guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Consultant or any subcontractors, in connection with the Contract.

SECTION 5. The County's Responsibility.

5.1 The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County's representative.

5.2 The County hereby designates the *Public Works Director*, or designee, to act on the County's behalf under this Contract. The *Public Works Director*, or designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define the County'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 *three (3) years from date of execution*. The term of this Contract may be extended in one (1) year increments *for an additional two (2) years* with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

6.2. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a

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month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 7. Compensation.

7.1 The Consultant shall be compensated in an amount *to be determined by storm/event activation* and in accordance with Exhibits "A" and "B".

7.2 The Consultant shall prepare and submit to the *Public Works Director* for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com and jkirkland@nassaucountyfl.com. 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 County 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 County 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 to County Consultant's final/last billing to County clearly marked as "Final Invoice." Submittal of the Final Invoice by Consultant to

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County shall indicate that all services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to County 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 County's sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County 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 County shall be responsible for providing access to all project sites (if required), and for providing project site specific information.

SECTION 11. Funding.

11.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners 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;

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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 County, 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 County Manager.

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, county and municipal laws, ordinances, policies and rules.

13.3 The Consultant acknowledges that property being improved that is titled to the County, 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 Ordinances of Nassau County, and any applicable federal statutes, rules and regulations, including all Federal Emergency Management

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Agency (FEMA) rules and regulations applicable to services rendered under this Contract. 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, Florida.

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

SECTION 16. Assignment and Subcontracting.

16.1 The Consultant shall not assign, sublet, convey or transfer its interest, rights, duties or obligations under this Contract without the prior written consent of the County. In the event of any assignment, the Consultant remains secondarily liable for performance of this Contract, unless the County expressly waives such secondary liability. The County may assign this Contract with prior written notice to Consultant.

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 County, 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 County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's sole discretion, are insufficient. The Consultant shall be responsible for all work

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performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

16.3 The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County 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 seven (7) working 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 County to the Consultant, then the County may, without prejudice to any

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right or remedy, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Withhold or suspend payment of all or any part of a request for payment;

b. Require that the Consultant to refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

c. Exercise any corrective or remedial actions, to include but not be limited to:

(i) Requesting additional information from the Consultant to determine the reasons for or the extent of non-compliance or lack of performance;

(ii) Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;

(iii) Advising the Consultant to suspend, discontinue or refrain from incurring costs for any activities in question; or,

(iv) Requiring the Consultant to reimburse the County for the amount of costs incurred for any items determined to be ineligible.; and/or

d. Terminate this Contract.

18.2 Pursuing any of the above remedies will not keep the County from pursuing any other rights or remedies which may be otherwise available under law or in equity. If the County waives any right or remedy in this Contract or fails to insist on strict performance by the Consultant, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the Consultant.

18.3 The Consultant and County recognize that in actual economic

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practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Consultant hereby assigns to the County any and all claims for such overcharges as to goods, materials or services purchased in connection with this Contract.

18.4 Upon termination of this Contract pursuant to this Section, 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 County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 19. Termination for Convenience.

19.1 The County 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 County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County 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 County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 20. Liquidated Damages.

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20.1 The Consultant shall be responsible for any and all consequential damages resulting from the breach of this Contract, and if consequential damages are not calculable, then this Liquidated Damages provision shall apply.

20.2 The Consultant will promptly notify the County upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any Service, Deliverable, or Project; or if the Consultant uses or authorizes a third party to use County Materials beyond the license for use. The Consultant will use commercially reasonable efforts to avoid or minimize any delays in performance, and will inform the County of the steps the Consultant is taking, or will take to do so, and the projected actual completion (or delivery) time. If the Consultant believes a delay in performance by the County has caused or will cause the Consultant to be unable to perform its obligations on time, the Consultant will promptly so notify the County and use commercially reasonable efforts to perform its obligations on time notwithstanding the County's delay. Provided that the Consultant satisfies the requirements of the immediately foregoing sentence, the Consultant will not be liable for liquidated damages if and only to the extent that the Consultant's applicable failure to perform or delay in performing is caused by the County.

20.3 Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
$50,000 and under…	$956
$50,000.01 to $249,999.99	$964
$250,000 to $499,999.99	$1,241
$500,000 to $2,499,999.99	$1,665
$2,500,000 to $4,999,999.99	$2,712
$5,000,000 to $9,999,999.99	$3,447
$10,000,000 to 14,999,999.99	$4,866
$15,000,000 to $19,999,999.99	$5,818

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$20,000,000 and over.....$9,198 plus 0.00005 of any amount over $20 million (round to nearest whole dollar)

20.4 For all contracts, regardless of whether the Contract Time is stipulated in calendar days or working days, the Consultant will count default days in calendar days.

20.5 If the Consultant, in the case of default, fails to complete the work within the time stipulated in the Contract, or within such extra time that the County may have granted the Consultant, then the surety shall pay to the County not as a penalty, but as liquidated damages, the amount so due as provided in the schedule above.

20.6 The County has the right to apply as payment on such liquidated damages, any money the County owes the Consultant.

20.7 The County does not waive its right to liquidated damages due under the Contract by allowing the Consultant to continue and to finish the work or any part of it after the expiration of the Contract Time.

20.8 In the case of a default of the Contract and the completion of the work by the County, the Consultant and surety are liable for the liquidated damages under the Contract, but the County will not charge liquidated damages for any delay in the final completion of the County's performance of the work due to any unreasonable action or delay on the part of the County.

SECTION 21. Nondisclosure of Proprietary Information and Contingent Fees.

21.1 The Consultant shall consider all information provided by the County 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

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other than the performance of the services without the prior written authorization of the County or in response to legal process.

21.2 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 County consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

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

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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 County 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 County, 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 County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County 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 County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County 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 County 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

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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 and make available adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least five (5) years after completion of work contemplated under this Contract. Copies of these documents and records shall be furnished to the County, its agents, employees or designee, County Clerk of Court, including any other agents of other State agencies or the Federal Government upon request 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. Records of costs incurred shall include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and all subcontractors performing work on the project, and all other records of the Consultant and subcontractors considered necessary by the County for a proper audit of project costs.

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 County. The County shall not be bound by any acts or conduct of the Consultant or its employees, agents, representatives, assignees, or subcontractors. The Consultant agrees to include this provision in all of its subcontracts under this Contract.

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25.2 The Consultant and the County 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 and Limitation of Liability.

26.1 The Consultant shall be fully liable for the actions of its agents, employees, partners, assignees, or subcontractors and shall fully indemnify, defend, and hold harmless the County, and their officers, agents, and employees, from suits, actions, damages, and costs, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Consultant, its agents, employees, partners, or subcontractors. Further, the Consultant shall fully indemnify, defend, and hold harmless the County from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right.

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 County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "C". The policy limits required are to be considered minimum amounts.

27.2 The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall

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provide that the Nassau County Board of County Commissioners is an additional insured, and that the County 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 County 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 County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

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

28.3 The County shall then set a date and time for the parties to meet with the County 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 County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

28.4 If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the

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Consultant. 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 The Consultant shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of the work (under this Contract), the Consultant shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

29.2 The Consultant shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall 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 the Contract.

29.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of

the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 30. Public Records.

30.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

a. Keep and maintain public records required by the County to perform the service.

b. Upon request from the County's custodian of public records, provide the County 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 County.

d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County 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 County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

30.2 A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County 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 County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

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

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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 County and to the Consultant.

30.6 A notice complies with Section 30.5 b. hereinabove, if it is sent to the County's custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County 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 County 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 County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract. The Consultant warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial

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condition, that would in any way prohibit, restrain, or diminish the Consultant's ability to satisfy its Contract obligations. The Consultant warrants that neither it nor any affiliate is currently on the convicted or discriminatory vendor lists, or on any similar list maintained by any other state or the federal government.

SECTION 32. Public Entity Crimes.

32.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

32.2 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.

32.3 The County shall verify the Consultant and any subcontractor's against the Federal Excluded Parties List System to ensure the Consultant or subcontractor is not disbarred or excluded from receiving Federal contracts.

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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 County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party 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:

County: Nassau County
Attn: Doug Podiak, Public Works Director
45195 Musslewhite Road
Callahan, Florida 32011

Consultant: Southern Disaster Recovery, LLC
Attn: Chip Patterson, VP of Operations
109 White Oak Road
Greenville, SC 29609

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.

38.4 The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately

contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

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.

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 County 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.

SECTION 42. Change of Laws.

42.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this

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Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

SECTION 43. Scrutinized Companies.

43.1 The County may, at its option, terminate the Contract if the Consultant is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

[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.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

By: KLYNT A. FARMER

Its: Chairman

Date: October 9, 2023

Attest as to authenticity of the
Chair's signature:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

Denise C. May
DENISE C. MAY

SOUTHERN DISASTER RECOVERY, LLC

By: Al McClaran

Its: Chief Executive Officer

Date: 9/6/2023

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EXHIBIT "A"
COUNTY'S REQUEST FOR PROPOSAL

NASSAU COUNTY
FLORIDA

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR PROPOSALS (RFP)

DISASTER DEBRIS MANAGEMENT & REMOVAL SERVICES

RFP NO. NC23-036

PROPOSALS ARE DUE NOT LATER THAN

MAY 18, 2023 @ 10:00 A.M.

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SECTION 1: PROJECT INFORMATION

1.1 PURPOSE:

The Nassau County Board of County Commissioners is requesting proposals from qualified Respondents experienced in providing disaster debris removal services for preparedness, response, recovery, and mitigation phases of any natural or man-made disaster or emergency situation within the unincorporated areas of the County. All Respondents shall be qualified and properly registered, to provide disaster debris removal services as appropriate. Responses shall only be considered from those Respondents demonstrating the expertise and experience specified in this request. The County's intent with this request is to develop a list of those Respondents determined by the Evaluation/Scoring Committee to be qualified and rank those using the scoring matrix into a digressive list from highest scoring to lowest scoring offer, with those disqualified not appearing on the list. The CONTRACTOR(s) shall be responsible for the performance of all of the requirements of this scope of services as ordered by the County. The County may select multiple Respondents to provide the level of capability determined necessary.

1.2 BACKGROUND:

Nassau County has 90,000+ residents and local population growth is predicted to outpace that of rest of the Jacksonville Metropolitan Statistical Area over the next 15 years. There are three incorporated municipalities in the county, two of which are small rural communities: the Town of Callahan, in the inland southwest, has fewer than 2,000 residents, while the Town of Hilliard's population, in the inland northwest, is estimated to be near 3,500. More than 12,000 residents are located within the City of Fernandina Beach's limits on the north end of Amelia Island. The island has a large seasonal-resident population and attracts more than 500,000 tourists a year with its beach resorts, municipal airport, recreational facilities, historic national sites, and aquatic preserve.

Nassau County spans a total 726 square miles, only 652 of which are land. Nassau's border with Georgia in the north and northwest is formed by the St. Mary's River. The Nassau River and Thomas Creek separate Nassau and Duval counties to the south. The county's location in the northeast corner of Florida, climate, natural features, and built environment make the jurisdiction susceptible to natural and man-made hazards including severe thunderstorms, tropical cyclones, tornadoes, wildfires, and infectious disease. Its low elevation and myriad of creeks contribute to countywide riverine flood risk and the concave Atlantic coastline increase the threat of storm-tide flooding. From mid-2015 to mid-2020 Nassau County experienced impacts from nine named tropical systems, eight other significant flood events, three tornadoes, 171 wildfires of various magnitude, and three public health emergencies.

SECTION 2: SCOPE OF SERVICES

2.1 SCOPE OF WORK:

CONTRACTOR(S) shall provide the services defined in Exhibit A (attached).

2.2 WORK HOURS AND SAFETY STANDARDS:

Work hours during a declared LSE or disaster are based upon the incident's Operational Periods, which are dependent upon the incident type, magnitude, and progression. Operational Periods may be longer than 12 hours and may continue for days or weeks.

2.3 TERM OF AGREEMENT/CONTRACT:

The Term of this Agreement/Contract is expected to be for an initial period of three (3) years from the date of execution by both the County and the successful Respondent.

Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional two (2) year period, on a year-to-year basis. The selected Respondent shall maintain, for the entirety of the stated additional period (s), the same prices, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is in the sole discretion of the County.

SECTION 3: QUALIFICATIONS AND EXPERIENCE

The County is looking for Companies/firms with previous county experience to work in a collaborative framework with other team members, the public, elected officials and staff. The firm must have qualified, licensed technical staff that have experience in and are familiar with governmental projects.

SECTION 4: INSTRUCTIONS AND INFORMATION TO RESPONDENTS

4.1 TENTATIVE SCHEDULE OF SELECTION PROCESS/KEY DATES:

The County's intended schedule for the project (tentative and subject to change): All times shown are Eastern Standard Time (EST).

Event	Date	Time
RFP Available on PlanetBids	April 14, 2023	
Deadline for Questions	April 28, 2023	by 4:00 p.m.
County Responses to Questions Posted to PlanetBids	May 5, 2023	
RFP Responses Due Date/Time and RFP Opening Date/Time	May 18, 2023	by 10:00 a.m.
Evaluation Committee (Evaluate/Rank Firms)	Week of June 5, 2023	TBD
Interviews of Shortlisted Firms (If Needed)	Week of June 12, 2023	TBD

BOCC Award/Approval	TBD	

4.2 SUBMISSION OF REQUEST FOR PROPOSALS (RFP):

Proposals must be submitted to the County's eProcurement system, PlanetBids Vendor Portal. The County will not accept proposals by facsimile, paper (hand-carry), email, or any other method. **Proposals must be received no later than the time and date listed in Section 4.1**. Any proposals received after this date and time will be rejected and considered non-responsive. Proposals will be publicly read and recorded at the office of the Ex-Officio Clerk, Nassau County on the time and date listed in Section 4.1.

4.3 PRE-SUBMITTAL MEETING AND QUESTIONS:

Pre-submittal meeting is not applicable. **Respondents are directed not to contact evaluating committee members, County Commissioners, County departments or divisions until award has been made by the Board of County Commissioners. ALL QUESTIONS FROM RESPONDENTS MUST BE ADDRESSED IN WRITING AND SUBMITED TO THE NASSAU COUNTY'S ePROCUREMENT SYSTEM, PLANETBIDS VENDOR PORTAL**

4.4 ADDITIONAL INFORMATION/ADDENDA:

Any ambiguity, conflict, discrepancy, omissions or other error discovered in this solicitation must be reported immediately and a request made for modifications or clarification. Request for additional information or clarifications must be made in writing and submitted to NASSAU COUNTY'S ePROCUREMENT SYSTEM, PLANETBIDS VENDOR PORTAL by the question deadline identified in Section 4.1.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the RFP opening date. Respondents should not rely on any representations, statements or explanations other than those made in this solicitation or in any addendum to this solicitation. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the Respondent's responsibility to be sure all addenda were received. The Respondent should verify with the designated contact person prior to submitting a proposal that all addenda have been received. Respondents are required to acknowledge the number of addenda received as part of their submission of the proposal. Respondents shall submit the Addendum Acknowledgment Form attached hereto as Attachment A.

4.5 RESPONSE FORMAT:

To facilitate and expedite review, the County asks that all Respondents follow the response format outlined below. Failure to submit your response in the format requested may result in the reduction of your overall evaluation score. To assist you in preparing your response, the County's selection criteria are also described herein. Please abide

by all requirements set forth to avoid any risk of disqualification.

TAB 1 – Cover Letter

Provide a signed cover letter no longer than two (2) pages in length. Provide a positive commitment to perform the required work. The cover letter should provide the primary contact person for this engagement including his/her title, phone number, and email address. Signature should by an authorized person that can legally bind the Respondent in this engagement.

TAB 2 – Table of Contents

Include a clear identification of the material included in the proposal by page number.

TAB 3 – Experience and Qualifications

Describe previous related work experience and qualifications in the subject area. Respondent should have a minimum of three (3) years' experience working for a governmental entity with similar responsibilities. Demonstrate a clear understanding of the Scope of Work and other technical and legal issues.

If applicable, the Respondent shall provide information as to the qualifications and experience of all other personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. In addition to above, the Respondent should provide an overall approach and methodology to meeting the goals and responsibilities of the Scope of Work.

1. Experience demonstrating current capacity and expertise in emergency cut and toss operations, debris removal, solid and hazardous waste management and disposal, within the past five (5) years.

2. Documented knowledge and expertise with State of Florida and local emergency agencies and Federal Emergency Management Agency (FEMA) programs, funding sources and reimbursement processes.

3. Ability to track debris removal in accordance with Florida Highway Administration (FHWA) Emergency Relief and FEMA Debris removal laws, regulations, and guidelines.

4. Experience demonstrating knowledge of environmental requirements.

5. Experience in all aspects of emergency debris management to include procurement, operation, planning, contract management and accounting systems.

6. List of proposed Sub-CONTRACTOR(s) with their experience/history performing debris removal.

7. List of proposed equipment and manpower (positions and numbers). Delineate prime and Sub- CONTRACTOR(s) resources separately.

8. Capability to obtain the various types of permits required to perform services under this agreement.

9. Samples of load tickets and truck certification forms.

10. List at least five references, with a minimum of two from governmental entities involving hurricane debris removal experience of a minimum of 500,000 cubic yards, for which the firm has performed similar work including the contact name, contract number, address, e-mail address, telephone number and date of the contract. References should be the most current available. Please ensure that the point of contact being given is still employed by that entity and the contact information is up to date.

11. List all other contracts the CONTRACTOR(s) currently has in place as of the submission date for proposals for similar services to include the name and location of the entity and contract duration.

12. Explain how CONTRACTOR(s) shall meet the requirement for the arrival of your EOC coordination representative in the Nassau County EOC 6 hours subsequent to NTP, their qualifications, and who the representative shall be to accomplish this requirement; what shall CONTRACT(s) emergency response timeline be to assemble 100% of all necessary assets and personnel, fully deployed into Nassau County, and ready to engage in cut and toss activities.

13. Explain firms plan for your personnel to be 100% self-sustaining for the entire operation if no food or lodging is available. For example, obtaining fuel, food, water, and temporary housing for ALL personnel and sub-contractors.

TAB 4 – Project Team and Past Experience

List in detail the members of your project team and the expertise each shall bring to the project. Explain the organizational structure of the company and any subsidiary companies comprising the Proposer's team.

Include a listing of the project manager and all other key staff, by position, to be assigned to provide the required services and resumes for each describing experience, training and education in the required services. Identify staff experience working with governmental entities and list those projects.

Proposer shall provide a list of experience for the past seven (7) years for work of similar size and scope. Information provided for each client shall include the following:

1. Client name, project manager name, address, telephone number and email address.
2. Description of project or services.
3. Time period of the project or contract.

Failure to provide complete and accurate client information, as specified herein, may result in disqualification of your proposal. The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed if information from the three references contacted warrant further inquiry. The failure to list all similar contracts in the specified period may result in the rejection of the Respondent's proposal. The evaluators may check all public sources to determine whether Respondent has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts

were not listed, the evaluators may contact the public entities to make inquiry into Respondent's performance of those contracts and the information obtained may be considered in evaluating Respondent's proposal.

TAB 5 – Technical Approach

Provide a narrative description with an organizational chart outlining the methods of operation, operational structure and services to be provided. This description should fully and completely demonstrate the Proposers intended methods in performing the contract and specifically identify any obligations of the County (e.g.; services and operational requirements) upon which the approach is contingent. In addition, the Proposer shall describe their ability to handle multiple contractual obligations in the event of a regional or statewide disaster involving a number of public entity clients under contract for similar support.

TAB 6 – Quality/Cost Control

Describe steps you would propose to control the quality and cost of the project. In the event of undesirable or unacceptable work product:

1. What actions would you take to remedy these conditions in a timely manner?
2. What steps shall your firm take to ensure that the project is completed in a timely manner?

TAB 7 – Rate Schedule

Each Proposer shall complete and submit the Price Proposal Form included herein as Exhibit B. Prices for Items 1a, 1b, 2 and 3 on the Price Proposal Form, Exhibit B, shall form the basis for the evaluation of costs.

Even in the absence of a table, list, or other description within this RFP, the Respondent(s) cost proposal shall include ALL reasonably anticipated costs associated with the performance of any contract(s) including travel and out-of-pocket expenses, resulting from this RFP.

NOTE: The County reserves the right to further negotiate fees with any selected/ranked Respondent.

TAB 8 – Attachments/Administrative Information

Include the following required attachments:

- Proper and Valid Licensing to conduct business in the State of Florida.
- Current Applicable Certifications.
- Addendum Acknowledgement (Attachment A)
- Public Entities Crimes Statement (Attachment B).
- Experience of Responder (Attachment C)
- Drug Free Workplace Certificate (Attachment D)
- E-Verify Affidavit (Attachment F)

Certificate of Insurance (proof of current coverage). All attachments/forms required by the RFP shall be fully completed and executed by an authorized representative that can legally bind the Respondent.

Respondent shall submit all information in the above order. Failure to do so may diminish the proposal's score.

4.6 INTENT:

It is the intent of Nassau County to issue a Standard Contract for Professional Service. Any contract renewal will be upon mutual agreement by all parties and based upon the availability of funds and the need for services. Any contract(s) negotiated with any person(s) responding to this Request for Proposals will be non-exclusive. Any additional service options would require submission of a proposal and related fees for approval by Nassau County prior to any Work Authorization being implemented. These additional services will be added to the Standard Contract by Contract Amendment/Change Order.

4.7 RFP PROCESS EXPENSES:

It is expressly understood that the Board's preference/selection of any proposal does not constitute an award of a Contract with the County. It is further expressly understood that no contractual relationship exists with the County until a Contract has been formally executed by both the County and the selected Contractor. It is further understood no Respondent may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

4.8 PUBLIC ENTITIES CRIMES:

A person or affiliate who has been placed on the Convicted Vendors list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a Respondent, supplier, sub-Respondent, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided for "Category Two" in Section 287.017, Florida Statutes, for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list. By signature on this solicitation and confirmation on the attached form, Respondent certifies that they are qualified to do business with Nassau County in accordance with Florida Statutes.

4.9 ASSURANCE:

The Respondent, by submission of their proposal, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this agreement and that he or she has no

paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 5. EVALUATION AND SELECTION

5.1 EVALUATION/SELECTION COMMITTEE:

A Selection/Evaluation Committee will be appointed to select the most qualified Respondent. The evaluation/selection committee will be responsible for evaluating and ranking each proposal based upon the criteria listed below. The Committee may select a short-list of up to five (5) top-ranked proposals. A 100-point formula scoring system will be utilized.

5.2 The Procurement Director will facilitate the evaluation process. The evaluation/selection committee will be responsible for evaluating and ranking each firm based upon the Request For Proposals submitted.

5.3 The Evaluation/Selection Committee shall evaluate the responses to the RFP and rank the firms based on the evaluation criteria contained herein. The Committee may select a short-list of up to five (5) top-ranked firms.

5.4 CRITERIA:

	Point Range
Firm Experience and Expertise	
Previous related work experience and qualifications. Demonstrated knowledge and understanding of the Scope of Work, the County and its Emergency Management operations	0-25
Key Personnel Experience and Certifications/Qualifications	
Respondents are encouraged to submit in brief and concise form evidence of financial capacity, qualifications of key personnel to be assigned on this job, relevant experience, and your proposal for debris removal operations	0-25
Project Understanding, Approach and Methodology	
Overall approach and detailed plan for providing the services. Consideration of services provided and approach to meeting goals and approach to meeting service objectives.	0-25
Cost Proposal	0-25

Total **0-100**

The Respondent may be required, before the award of any contract, to show to the complete satisfaction of Nassau County that it has the necessary facilities, ability and financial resources to provide the service specified herein in a satisfactory manner. The Respondent may also be required to give past work history and references in order to satisfy Nassau County with regard to the Respondent's assigned personnel. Nassau County may make reasonable investigations deemed necessary and proper to determine the ability of the same to perform the work, and the Respondent shall furnish to the County all information for this purpose that may be requested. The County reserves the right to reject any response if the evidence submitted by, or investigation of, the Respondent and assigned personnel fails to satisfy the County that such is (are) properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Respondent's response shall also include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required;
2. The ability of the Respondent and assigned personnel to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the Respondent; and
4. The quality of performance of previous contracts or services.

5.5 ORAL PRESENTATIONS:

The County reserves the right to make selections based on the submittals only or to request oral presentations or questions/answer sessions with the top ranked firms before determining the final ranking.

5.6 ORAL PRESENTATION SCORING:

If the County request oral presentations from the top ranked firms, a separate evaluation process will be conducted. Any scores from the initial evaluation process for short-ranking purposes will not be used or added to the oral presentation scoring. The evaluation criteria and scoring that will be used for the ranking of the oral presentations will be provided prior to the scheduled presentation date.

SECTION 6. CONTRACT PROCEDURES

PRESENTATION TO THE BOARD:

The Emergency Management Director shall submit an agenda item for presentation to the Nassau County Board of County Commissioners requesting consideration and approval to award based on the recommendation of the evaluation committee according to the overall ranking.

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EXHIBIT A
SCOPE OF WORK

INTRODUCTION

A. The County desires to retain a qualified and experienced disaster and debris management (removal service) provider(s) for preparedness, response, recovery, and mitigation phases of any natural or man-made disaster or emergency situation within the unincorporated areas of the County. The CONTRACTOR(s) shall be responsible for the performance of all of the requirements of this scope of services as ordered by the County. When notified, the CONTRACTOR(s) representative shall be physically present at the Nassau County Emergency Operations Center within six (6) hours. The County may select multiple Respondents to provide the level of capability determined necessary.

B. **NOTE:** Within this RFP the term **"shall"** will be utilized as an interchangeable term used to indicate either a mandatory element or a Respondent capability element of the RFP which the County may or may not utilize at their option given the depth and scope of each disaster impact to the county.

C. The emphasis of this RFP shall be to ensure:
   1. Worker and public safety as a TOP PRIORITY of ALL operations;
   2. Effective coordination of ALL operations and how one interrelates to the other;
   3. Expedient and effective emergency movement of debris during the first 72 hours post disaster, seeking to facilitate emergency ingress/egress of first responders search and rescue, fire suppression, and law enforcement efforts;
   4. The County has every opportunity to maximize ALL governmental reimbursement programs and any timeline-based incentive programs.

D. Successful Respondents to this RFP shall be prohibited from simultaneously engaging in a contractual relationship with the County where the Respondent is providing services of Debris Management (removal Services), Debris Monitoring, of Recovery (Public Assistance Consulting Services). No Respondent may appear on a resulting ranking list for any two of the above RFP solicitations.

E. The CONTRACTOR(s) shall be duly licensed in accordance with the State of Florida statutory and regulatory requirements to perform the work. The CONTRACTOR(s) shall obtain all permits necessary to complete the work. The CONTRACTOR(s) shall be responsible for determining what permits are necessary to perform the work. Copies of all permits shall be submitted to the County Manager, their designee, or the Nassau County Director of Emergency Management.

F. The CONTRACTOR(s) shall provide the requested services, including operations and management, logistical support, construction and technical assistance before, during, or after any potential or actual disaster situations including, but not limited to: Tornados, Hurricanes, flooding, severe weather events or any other natural or manmade disaster or emergency.

G. The CONTRACTOR(s) shall provide all equipment, supplies, plans, procedures, and personnel necessary to complete both pre-disaster and post-disaster situations, as

well as any other services required to complete this project. Activities include but are not limited to: field operations; emergency roadway clearance; debris pickup; hauling and removing; staging and reduction; temporary debris storage site management; removal of vessels, trailers, and vehicles and overall debris management. All debris removal and disposal management services shall be in accordance with all applicable federal and state laws, and environmental regulations. Road clearance priorities shall be assigned by the County Project Manager and direction given to the CONTRACTOR(s) for roads and limits for which the CONTRACTOR(s) shall be responsible. The County, at its sole discretion and at any time, may elect to perform work with in-house forces or additional contract forces.

H. The total number of actual hours worked by each crew shall be according to the needs of the County Manager, their designee, or the Nassau County Director of Emergency Management. It is estimated that each crew shall work a minimum 10 hours per day, seven days per week. No guarantee of minimum hours is implied or expressed. Services required shall be determined by the County.

I. The CONTRACTOR(s) Representative shall coordinate daily with the County Manager, their designee, or the Nassau County Director of Emergency Management and Debris Monitor. The CONTRACTOR(s) Representative shall have the authority to act on behalf of the CONTRACTOR(s) to address and resolve issues that may arise during the course of this work.

J. The CONTRACTOR(s) shall conduct debris removal during daylight hours only, seven days per week, unless otherwise approved in writing (no minimum hours guaranteed), unless otherwise approved, requested, or extended in writing. The CONTRACTOR(s) shall be capable of conducting cut and toss services twenty-four hours a day for the first seventy-two hours post disaster The CONTRACTOR(s) shall be responsible for coordinating with the County Manager, their designee, or the Nassau County Director of Emergency Management in the event weather conditions delay or modify the proposed daily schedule.

K. The CONTRACTOR(S) shall provide proper documentation to the County as required by FHWA, FEMA or other federal national disaster response agency shall be provided for all debris removal operations to ensure reimbursement to the County from the appropriate federal agency.

L. The CONTRACTOR(S) shall be responsible for determining what permits are necessary to perform under this contract and obtain all permits necessary to complete all work herein. Copies of all permits shall be submitted to the County prior to the commencement of work assignment.

M. The work shall begin upon a verbal Notice to Proceed (NTP) from the County Manager, their designee, or the Nassau County Director of Emergency Management which shall be followed by a written authorization from the County. No guarantee of minimum or maximum amounts per bid item is made or implied by the County under this agreement. No adjustment to bid prices shall be considered due to the increases or decreases in estimated quantities.

1. FEMA Disclaimer:
   a. This contract and pricing shall be made available to other governmental

agencies within Nassau County, including Constitutional Offices, School Boards, Tax District Authorities and municipality;

b. Notice shall be provided to Nassau County of all contracts for service secured within Nassau County.
c. Any negotiated additional services shall be made available to Nassau County.

DEFINITIONS

ADMS - Automated Debris Management System

Beach Sand - Atlantic Ocean beach sand which contains fragments of seashell mixed with quartz crystals making a colorful light brown mix. Shells and sand are smooth and polished from years of wind and water abrasion.

BOCC - The Nassau County Board of County Commissioners, the duly elected governing board of the County.

C&D - Construction and Demolition debris including, but not limited to concrete block, steel, glass, brick, carpet, drywall, etc.

Chipping - Reducing wood related material by mechanical means into small pieces to be used as mulch or fuel. Chipping and mulching are often used interchangeably.

Citizen's Disposal Sites (CDS)- Temporary Debris Storage Site(s), located at various points within the County for the gathering, storage of debris related to a severe weather event or any other natural or manmade disaster or emergency, designated specifically for Citizen's to bring collected vegetative debris. HTW and C&D debris shall NOT be accepted at these sites.

Collection Coordinator – Nassau County Public Works Director or designee

CONSULTANT(s) – The consultant(s) which have been awarded a contract by the County to oversee and monitor the activities of the CONTRACTOR(s) as the agent of the County, consistent with FEMA guidelines.

CONTRACTOR(s) – The contractor(s) which have been awarded a contract by the County to manage and remove debris within the geographic boundaries of Nassau County, Florida

CONSULTANT(s) Project Manager - The individual with the overall responsibility of monitoring the CONTRACTOR(S) disaster recovery and debris management (removal services) activities.

CONTRACTOR(s) Representative – The trained and qualified individual assigned to work in and physically located during entire Alpha and Bravo shifts in the EOC. This individual represents and coordinates the CONTRACTOR(s) working in the field and reports to the Infrastructure Branch Director who shall be a designee of the County Manager.

DDMP – Disaster Debris Management Plan

Debris, Burnable - Scattered items and materials either broken, destroyed, or displaced by a natural disaster. Example: trees, construction and demolition material, personal property. These items are considered burnable.

Debris Clearance - Clearing the major road arteries by pushing debris to the roadside to accommodate emergency traffic.

Debris Disposal - Placing mixed debris and/or residue from volume reduction operations into an approved landfill or recycling center.

Debris Manager – (DM) the Nassau County Public Works Director or designee

Debris Removal - Picking up debris and taking it to a temporary storage site or permanent landfill.

Electronic Waste (E-Waste) - loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions and microwaves.

Eligible Debris – All debris resulting from the incident required to be removed, hauled, and disposed of as defined by FEMA. as determined by FEMA 325, Public Assistance Debris Management Guide means debris resulting from a Presidentially-declared disaster where removal, as determined by the County Manager or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property, or (3) ensure the economic recovery of the affected community to the benefit of the community at large.

EOC - Emergency Operations Center, located in Nassau County, Florida at location(s) designated by the County.

Federal Aid Eligible Roads - Roads that are paved, gravel or dirt and are eligible for repair or replacement. Roads not eligible for public assistance are private, homeowner association and roads that fall under the authority of the Federal Highway Administration.

FDEP - Federal Department of Environmental Protection.

FDOT - Florida Department of Transportation.

FEMA - Federal Emergency Management Agency, tasked with responding to, planning for, recovering from and mitigating against disasters.

FFWC - Florida Fish and Wildlife Commission.

FHWA - Federal Highway Administration

Garbage - Waste that is regularly picked up by the government agency. Example: food, plastics, wrapping, papers.

Government Debris Management Sites - Any site approved by the County for debris collection and/or reduction, including TDSRS's and Citizen Disposal Sites.

Hazardous Waste - Material and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive.

Household Hazardous Waste - Used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, propane gas cylinders.

HTW - Hazardous and/or Toxic Waste including, but not limited to mercury containing devices, soil contaminated with fuel, hydraulic oil or other hazardous materials, batteries, bio-hazardous material, any oil or fuel not intended to be used or recycled, etc.

Incident - Each disaster for which a Notice to Proceed is issued. In the event of multiple incidents occurring during ongoing recovery operations, the CONTRACTOR(S) shall not be paid for mobilization unless additional TDSRS's are required due to the subsequent incident.

LSA - Logistical Staging Area, County designated location for the staging of disaster recovery resources including, but not limited to trucks, cranes, trailers, heavy equipment, etc.

Monitoring Consultant - The Consultant under contract with the County to provide oversight and management of disaster recovery and debris removal CONTRACTOR(S) S.

Mulch - The end product of the chipping or grinding of wood products.

Non-Burnable Debris - Includes, but not limited to, treated timber, plastic, glass, rubber products, metal products, sheet rock, cloth items, non-wood building materials and carpeting. Some non- burnable debris is recyclable. Recyclable debris includes metal products, trailer parts, household appliances, or uncontaminated soil.

NTP - Notice to Proceed, official written notice from the County Manager or designee instructing the CONTRACTOR(S) to proceed with disaster recovery and debris removal activities as specified.

Recycling - The recovery and reuse of metals, soils, and construction materials that may have a residual monetary value.

ROW - Right of Way, including the land to which the County has title, or right of use, for the road and its structures and appurtenances.

Shall – this shall be an interchangeable term used to indicate either a mandatory element or a Respondent capability element of the RFP which the County may or may not utilize at their option given the depth and scope of each disaster impact to the county.

Storage Site/TDSR - A location where debris is temporarily stored until it is reduced in volume and/or taken to a permanent landfill, recycling center, or other final disposal site.

Stumps - Tree stumps with base cut measurements less than 2 feet in diameter shall be disposed of with the same methods used for other burnable debris. Tree stumps larger than 2 feet in diameter shall be disposed of by either splitting and burning or chipping/grinding. The method shall be at the discretion of the Contractor.

TDSRS - Temporary Debris Storage and Reduction Site(s), including citizen disposal site(s), located at various points within the County for the gathering, storage and reduction of debris related to a severe weather event or any other natural or manmade disaster or emergency.

White Goods – including, but not limited to refrigerators, air conditioners, washing machines, electric or gas clothes dryers, electric or gas water heaters, etc.

Work Sites – Any location at which the CONTRACTOR(S) is delivering contract services under the contract, including debris pickup sites and all approved Government Debris Management Sites.

TRAINING REQUIREMENTS AND EXERCISE PARTICIPATION

At the County's option and at NO COST to the County, the Awarded (CONTRACTOR(s)) who appear on any resulting ranked listing agree that by making a submission to this RFP and their acceptance to be placed on a resulting ranked listing they shall:

A. Physically meet with Nassau County Emergency Management in their offices in the month of May of each year for the purposes of pre-hurricane season coordination.
B. Within six (6) months of acceptance of this agreement and annually in the month of May thereafter, the CONTRACTOR(s) appearing on the ranked listing shall participate in the development, maintenance, and annual review of the County Debris

Management Plan. As a result of this effort, the CONTRACTOR(s) shall further submit annually to the County their policies and procedural plan of its anticipated operations developed from the information contained in the County Debris Management Plan. At a minimum, the CONTRACTOR(S) plan shall provide detailed communications and information dissemination strategies, as well as how operations shall be coordinated and accomplished, and thereby resulting in a signed agreement between the County and the CONTRACT(s).

C. Participate in the county's annual hurricane exercise as the "debris CONTRACTOR(s)". As part of this exercise, the CONTRACTOR(s) participation may include functional or full-scale exercises. However, the CONTRACTOR(s) shall not be expected to provide anything other than realistic simulated participation. During any such exercise(s) the CONTRACTOR(s) shall include CONTRACTOR(s) provided training in the use of its data management system.

D. ALL CONTRACTOR(s) shall be required to have at least one representative physically present in the Emergency Operations Center (EOC) during the referenced exercises above, as well as subsequent to a Notice to Proceed (NTP) in actual disaster activations. These representatives shall be required to provide and demonstrate proof of certified training which is current with FEMA National Incident Management System (NIMS) standards for those working in an EOC, to include at a minimum: IS 100, IS 200, IS 700, IS 800, ICS 300, and ICS 400

MOBILIZATION AND PERFORMANCE SCHEDULE

A. CONTRACTOR(s) shall provide continuous services, per the rates proposed and for the period specified in the Notice to Proceed. CONTRACTOR(s) shall mobilize a staff of sufficient size as determined by the County Manager, their designee, or the Nassau County Director of Emergency Management to adequately manage debris operations. During this period, the County Manager, their designee, or the Nassau County Director of Emergency Management shall mutually provide daily updates on debris to be removed and estimate the time remaining for job completion. CONTRACTOR(s) shall have one (1) trained and qualified representative physically located in the Nassau County Emergency Operations Center (EOC) no later than six (6) hours subsequent to the Notice to Proceed (NTP). **For Emergency "First-Push" / Road Clearance/ aka: "Cut and Toss," contractor shall maintain this physical representation at the EOC, 24 hours a day, with no individual working any longer than a twelve (12) hour shift.** Where not otherwise specified the Respondent shall indicate the timeframes required to mobilize their capabilities as part of their RFP submission. <u>This shall be a basis of scoring and any future determination of a failure to perform.</u>

B. The County may take such other actions as necessary to address the failure of the CONTRACTOR(s) to mobilize resources on the schedule required by the County.

1. <u>EMERGENCY "FIRST PUSH" / ROAD CLEARANCE/aka: "CUT AND TOSS"</u>

A. A priority in any disaster is to clear County roads and streets to allow emergency vehicle ingress/egress and ultimately safe motorist passage depending on the severity of the disaster and the availability of County equipment. The County Manager, their designee, or the Nassau County Director of Emergency Management

shall notify the CONTRACTOR(s) as part of the Notice to Proceed (NTP) if the following services shall be needed; should this service be requested, while not guaranteed, it shall be the intent of the County to give a NTP at least twenty-four (24) to thirty-six (36) hours prior to disaster impact, to facilitate timely arrival of CONTRACTOR(s). As part of their proposal, Respondent shall provide time, equipment, and material rates for this work as part of their submission, which shall be based upon the two subsequent paragraphs.

B. CONTRACTOR(s) shall be capable of being fully operational to engage EMERGENCY "FIRST- PUSH" / ROAD CLEARANCE/aka: "CUT AND TOSS" operations. CONTRACTOR(s) shall accomplish the cutting, tossing, and/or pushing of debris, hanging limbs, or leaning trees from transportation routes as identified by and directed by the County. Time and material rate shall be applicable for any emergency push completed within seventy-two (72) working hours immediately following locally declared disaster event; this time period may be reduced or extended at the discretion of the County.

C. Upon the County's declaration of Local State of Emergency (LSE), and at the sole discretion of the County, CONTRACTOR(s) shall be capable of providing and shall stage eight (8) Cut and Toss Task Forces sufficient to accommodate twenty-four (24) hour a day operations (two (2) twelve (12) hour Alpha/Bravo shifts). Both shifts shall be equipped and staffed utilizing at a minimum of eight (8) front end loaders each with two (2) certified operators, sixteen (16) two-person certified chainsaw crews with equipment and safety gear, sixteen (16) Crew Chiefs/Safety Officers to oversee each Cut and Toss Task Force; this shall form up eight (8) Cut and Toss Task Forces one (1) for each twelve (12) hour shift. A minimum of eight (8) Cut and Toss Task Forces *(first shift, aka: Alpha Shift)* with equipment shall arrive and stage at the County's Emergency Operations Center (EOC) or other designated County facility by the designated time given during NTP notification from the County, with the remaining personnel *(second shift, aka: Bravo Shift)* arriving no later than twelve (12) hours subsequent to the NTP, or as otherwise stipulated. For safety purposes, at no time shall any of the personnel assigned and forming these teams work longer than twelve (12) hours in any given twenty-four (24) hour period. These teams, to include front-end loaders and operators, crew chiefs/safety officers and chain saw operators, shall remain within the County for the duration of the storm event and shall begin emergency push/road clearance operations as soon as the County determines that conditions are safe to do so. The aforementioned front-end loaders shall be of a size and condition appropriate to a successful operation. Operations shall be coordinated via the CONTRACTOR(s) EOC representative (to be known as the Cut and Toss Group Supervisor, reporting directly to the Infrastructure Branch Director in the EOC).

D. The CONTRACTOR(S) shall NOT engage in debris collection or removal as a part of the EMERGENCY "FIRST PUSH" / ROAD CLEARANCE/aka: "CUT AND TOSS".

E. All vegetative debris (trees, limbs and branches) shall be pushed/moved to the side of the roadway as determined by the County Manager, their designee, or the Nassau County Director of Emergency Management, with an initial emphasis of clearing at least ONE roadway lane for emergency response personnel, and later pushing ALL roadway

lanes to facilitate the return of Nassau County citizens to their homes and businesses.

F. Move other types of debris (appliances, household items and construction and demolition [C&D]) in roadways to the County's rights-of-way as determined by the County Manager, their designee, or the Nassau County Director of Emergency Management.

G. Move, cut, and toss debris from private property under certain emergency conditions or other special circumstances exist as determined by the County to an imminent threat to life, safety, and health to individuals or the general public which must be actually documented and present on private property at the time of County approval for the Contractor(s) to proceed

H. Privately owned property or roads shall only be cleared as required when public safety is at risk, and only with prior written authority from the County Manager, their designee, or the Nassau County Director of Emergency Management. Photos shall be taken showing the conditions that present a risk to public safety. Documentation for eligibility shall be provided by the CONTRACTOR(s) as the basis for a task order as detailed in the Cut and Toss Plan submitted by the CONTRACTOR(s).

I. No debris shall be moved to or be stored on private property at any time without proper authorization from the County Manager, their designee, or the Nassau County Director of Emergency Management. Under no circumstances shall debris be moved to a public right of way in such a manner as to result in a hazard to the public.

J. All motor vehicles and other major equipment used by the selected CONTRACTOR(s) to do work shall be clearly identified with the name of their company. Prior to commencing operations, the CONTRACTOR(s) shall affix to each piece of equipment signs or markings indicating the owner/operator's name and a unique equipment identification number. Identification numbers shall not be reused. One sign shall be placed on each side of the equipment. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be 3 inches in height.

K. No guarantee of minimum number of crews is implied or expressed and payment for services shall only be made for actual work performed as required by the County Manager, their designee, or the Nassau County Director of Emergency Management. However, Respondent(s) proposal shall be reviewed in part on expediency of mobilization.

L. All equipment shall be in compliance with the bid specifications and all applicable federal, state, and local rules and regulations. The CONTRACTOR(s) shall provide all labor, services, equipment, materials, and supplies necessary to cut and toss all brush, tree parts, non-burnable debris and C&D debris from the County roadways to the public rights-of-way and public property as designated by the County Manager, their designee, or the Nassau County Director of Emergency Management.

M. The CONTRACTOR(s) shall not cut "hangers" or cut any trees, perform stump removal or grinding, without the prior written consent of the County Manager, their designee, or the Nassau County Director of Emergency Management. The County Manager, their designee, or the Nassau County Director of Emergency Management

shall be responsible for directing any emergency tree removal from County's rights-of-way. Any damaged tree, whether on County rights-of-way or on private property, which poses a threat to public safety (including critical utilities) could be removed as directed by the County. This includes "hangers" leaning trees, and limbs associated with such a tree.

N. Due to the emergency nature of this work, the CONTRACTOR(s) shall notify the County Manager, their designee, or the Nassau County Director of Emergency Management of major problems, such as equipment failure or loss of qualified labor as soon as it occurs.

O. The County Manager, their designee, or the Nassau County Director of Emergency Management and Debris Monitor shall monitor all CONTRACTOR(s) operations.

P. The County Manager, their designee, or the Nassau County Director of Emergency Management or Debris Monitor shall also have roving monitors who shall observe CONTRACTOR(s) operations to ensure that only eligible operations are conducted at the specified locations as designated.

Q. The work area includes various locations throughout the County. Maps and locations shall be made available by the County subsequent to the Notice to Proceed.

R. Work location and assignments of all contractual crews shall be continually coordinated with the County Manager, their designee, or the Nassau County Director of Emergency Management and Debris Monitor if activated. CONTRACTOR(s) shall report to the County Manager, their designee, or the Nassau County Director of Emergency Management and Debris Monitor prior to the start of each EOC operational period.

S. The CONTRACTOR(s) shall conduct the work so as not to interfere with the disaster response and recovery activities of federal and local government or agencies.

T. The CONTRACTOR(s) shall provide a "Cut and Toss" operations plan for review and approval by the County Manager, their designee, or the Nassau County Director of Emergency Management prior to beginning work. At a minimum, the plan shall address the following:

1. Concept of Operations;
2. Personnel management, to include point of contact, organizational chart, etc.;
3. Traffic control procedures;
4. Operational security plan;
5. Operational safety plan;
6. Environmental impact mitigation plan, to include a hazardous materials identification, reporting, handling, and containment plan, and additional plans for other hazards, to include considerations for smoke, dust, noise, traffic, buffer zones, and storm water runoff as may be appropriate.

DEBRIS COLLECTION

A. The CONTRACTOR(S) shall be responsible for debris collection activities including, but not limited to furnishing all labor, materials and equipment to accomplish the following tasks:

1. Chip vegetative debris (limbs and branches) at the pick-up site and haul the resulting chips to a designated final disposal site as determined by the County Manager, their designee, or the Nassau County Director of Emergency Management.
2. The CONTRACTOR(s) shall be required to grind daily. Debris hauled in shall be chipped within forty-eight (48) hours.
3. All work, including site restoration prior to close-out, shall be completed within 30 calendar days after receiving notice from the County that the last load of debris has been delivered.
4. Operate vegetative debris volume reduction at the temporary vegetative staging site as determined by the County Manager, their designee, or the Nassau County Director of Emergency Management. Volume reduction may be by chipping and grinding or air curtain incineration. The County Manager, their designee, or the Nassau County Director of Emergency Management shall select the method to be used based on environmental considerations as well as all applicable federal, state and local rules and regulations.
5. Remove non-burnable debris (appliances, household items) and construction and demolition (C&D) debris, and E-Waste from the County's rights-of-way and public property to a temporary non-burnable debris staging site or to a permitted landfill site or recycling center as determined by the County Manager, their designee, or the Nassau County Director of Emergency Management.
6. Remove debris from private property under certain conditions as determined by the County should an imminent threat to life, safety, and health to the general public be present on private property, or should other special circumstances exist. Clearing, removing and transporting debris from the public right-of-way, all County owned property, streets and roads. As directed by the County, remove unsafe and damaged sidewalks and other damaged infrastructure from the public ROW and return area back to grade.
7. Privately owned property or roads shall be cleared as required when public safety is at risk, but only with prior written authority from the County Manager, their designee, or the Nassau County Director of Emergency Management. Photos shall be taken showing the conditions that present a risk to public safety. Documentation for eligibility shall be provided as the basis for a task order detailed in the Debris Management Plan.
8. Establishment, management and operation of approved County Government debris management sites (TDSRS and CDS) to accept, process, reduce, incinerate, and dispose of event related debris including all related permits and/or approvals. All sites shall be approved by the County prior to the commencement of operations.
9. Demolition and removal of condemned structures and buildings and any other construction debris. The CONTRACTOR(S) shall remove and haul all construction and demolition debris from the designated work zone directly to an appropriately permitted landfill. No C&D debris shall be stored at a TDSRS or Citizen Disposal Site.
10. The removal of fallen trees that originate from within the ROW and those which extend onto the ROW from private property, at the point where it enters the ROW, and that part of the eligible debris which lies within the ROW,

tree trimming, tree topping, tree removal, stump grinding, grubbing, clearing, hauling, and disposal.

11. Providing all permits and services necessary for the containment, clean up, removal, transport, storage, testing, treatment and/or disposal of hazardous and industrial materials, including white goods, resulting from the event in coordination with State and Federal agencies.
12. Removal of sand, earthen and foreign materials from roads, streets, bridges and rights-of- way, canals, retention ponds, drain wells, pump stations, control structures and associated drainage infrastructure; screening sand and returning clean sand to beaches or other designated sites, as directed by the County.
13. Cleaning and opening of enclosed drainage systems, as directed by the County.
14. The CONTRACTOR(s) shall attend any and all meetings required by the County Manager, their designee, or the Nassau County Director of Emergency Management to evaluate the debris removal and disposal operations.
15. The CONTRACTOR(s) shall provide sufficient personnel and management to assure the requirements and specifications of work meets the requirements of this contract. The work shall be closely monitored by the County Manager, their designee, or the Nassau County Director of Emergency Management or designated representative.
16. No debris shall be allowed to accumulate or be stored on public property or private property at any time without proper authorization from the County Manager, their designee, or the Nassau County Director of Emergency Management. Under no circumstances shall the accumulation of brush, limbs, cut trunks, logs, or other debris be allowed on a public right of way in such a manner as to result in a hazard to the public.
17. All motor vehicles and other major equipment used by the selected CONTRACTOR(s) to do work shall be clearly identified with the name of their company. Prior to commencing operations, the CONTRACTOR(s) shall affix to each piece of equipment signs or markings indicating the owner/operator's name and a unique equipment identification number. Identification numbers shall not be reused. One sign shall be placed on each side of the equipment. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be 3 inches in height.
18. No guarantee of minimum number of crews is implied or expressed and payment for services shall only be made for actual work performed as required by the County Manager, their designee, or the Nassau County Director of Emergency Management. <u>However, Respondent(s) proposal shall be reviewed in part on expediency of mobilization.</u>

DEBRIS REMOVAL

A. The CONTRACTOR(s) shall submit to the County Manager, their designee, or the Nassau County Director of Emergency Management, a typed listing that indicates the type of vehicle, make, model, license plate number, driver's name, equipment identification number and measured interior volume (in cubic yards) of the load bed of each piece of equipment utilized to haul debris. The CONTRACTOR(s) and County Manager, their designee, or the Nassau County Director of Emergency Management and Debris Monitor shall jointly measure the volume of each piece of equipment calculated from actual interior bed measurements. Maximum volumes may be rounded to the nearest cubic yard, for example: <18.5 CY = 19 CY and > 18.4 CY = 18 CY. The

reported measured maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment for the duration of the disaster work.

B. Prior to commencing operations, the CONTRACTOR(s) shall affix to each piece of equipment signs or markings indicating the owner/operator's name and a unique equipment identification number. Identification numbers shall not be reused. One sign shall be placed on each side of the equipment. For those trucks, trailers, and other equipment intended to haul debris, the maximum volume, in cubic yards, of load bed shall also be shown. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be 3 inches in height.

C. The County desires that the CONTRACTOR(s) maximizes the use of self-loading trucks equipped with grapples or loaders with grapple attachments (in non-alley operations) to reduce potential collateral damage and to expedite the cleanup operation. Small hand load operations are discouraged.

D. All equipment shall be in compliance with the bid specifications and all applicable federal, state, and local rules and regulations. The CONTRACTOR(s) shall provide all labor, services, equipment, materials, and supplies necessary to collect all brush, tree parts, non-burnable debris and C&D debris from the County rights-of-way and public property. All vegetative debris shall be hauled to a TDSR as designated by the County Manager, their designee, or the Nassau County Director of Emergency Management. All non-burnable debris and C&D debris shall be hauled to a designated temporary debris staging site or permitted landfill or recycling center as determined by the County Manager, their designee, or the Nassau County Director of Emergency Management.

E. The CONTRACTOR(s) shall not trim "hangers" or cut any trees, perform stump removal or grinding, without the prior written consent of the County Manager, their designee, or the Nassau County Director of Emergency Management. The County Manager, their designee, or the Nassau County Director of Emergency Management shall be responsible for directing tree removal from County's rights-of-way. Any damaged tree, whether on County rights-of-way or on private property, which poses a threat to public safety (including critical utilities) shall be removed as directed by the County. This includes "hangers" leaning trees, and the stumps associated with such a tree.

F. Work shall consist of as many passes as necessary, unless otherwise directed by the County Manager, their designee, or the Nassau County Director of Emergency Management, to collect all of the brush, tree parts, non-burnable debris, and C&D debris set out by residents for collection within the rights-of-way from both sides of the roadway.

G. The CONTRACTOR(s) shall notify the County Manager, their designee, or the Nassau County Director of Emergency Management of major problems, such as equipment failure or loss of qualified labor, on a daily basis.

H. The County Manager, their designee, or the Nassau County Director of Emergency Management and Debris Monitor shall monitor all CONTRACTOR(s) operations. Each truck driver shall be given load tickets that validate where the material originated. The quantity of debris hauled shall be estimated at the disposal site by the County or Debris Monitor. The estimated quantity shall be recorded on the load ticket and a copy of the

load ticket shall be given to the truck driver.

I. The County Manager, their designee, or the Nassau County Director of Emergency Management or Debris Monitor shall also have roving monitors that shall observe CONTRACTOR(s) operations to ensure that only eligible debris is removed from the specified locations as designated. Trucks that are observed picking up material outside of the designated rights-of-way, or that is ineligible, shall have all loads hauled that day deducted and the load tickets invalidated.

J. The CONTRACTOR(s) shall be prepared to provide chipping equipment and crew to conduct on- street chipping of vegetative debris (tree limbs/branches) in areas inaccessible to normal debris clearing equipment. Locations of on-street chipping operations shall be identified by the County Manager, their designee, or the Nassau County Director of Emergency Management or Debris Monitor. The on-street chipping crews shall consist of a combination of equipment and personnel.

K. If required, all limbs, branches, foliage, etc. in inaccessible areas shall be chipped on site using a hand fed chipper. Chips and other tree debris shall be collected and hauled away from work areas by the CONTRACTOR(s) immediately following completion of the work to a final disposal site as determined by the County Manager, their designee, or the Nassau County Director of Emergency Management.

L. The work area includes various locations throughout the County. Maps and locations shall be made available with the Notice to Proceed.

M. Work location and assignments of all contractual crews shall be coordinated daily with the County Manager, their designee, or the Nassau County Director of Emergency Management and Debris Monitor. CONTRACTOR(s) shall report at the start of each workday to the County Manager, their designee, or the Nassau County Director of Emergency Management and Debris Monitor.

N. The CONTRACTOR(s) shall conduct the work so as not to interfere with the disaster response and recovery activities of federal and local government or agencies.

O. Movement of sand, earthen and foreign materials from roads, streets, bridges or other designated sites, as directed by the County.

P. Opening of enclosed drainage systems, as directed by the County, where such actions make roadways passible.

Q. The CONTRACTOR(s) shall provide a "Debris Removal" operations plan for review and approval by the County Manager, their designee, or the Nassau County Director of Emergency Management prior to beginning work. At a minimum, the plan shall address the following:

1. Concept of Operations;
2. Personnel management, to include point of contact, organizational chart, etc.;
3. Traffic control procedures;
4. Operational security plan;
5. Operational safety plan;
6. Environmental impact mitigation plan, to include a hazardous materials

identification, reporting, handling, and containment plan, and additional plans for other hazards, to include considerations for smoke, dust, noise, traffic, buffer zones, and storm water runoff as may be appropriate.

MANAGEMENT, PROCESSING AND LOADING OF ALL ELIGIBLE DEBRIS AND/OR RESIDUE AT THE TDSRS & CDS

A. Preparation and layout of site; management, maintenance and operation of the TDSRS, including but not limited to; the sorting, segregation, processing and reduction (chipping, grinding or incinerating); groundwater and soil testing; furnishing materials, supplies, labor, tools and equipment necessary to perform services; providing traffic control, dust control, erosion control, inspection tower(s), utilities services, lighting, ash and HTW containment areas, fire protection, permits, environmental monitoring, and safety measures; loading of reduced/stored debris and initiation of load tickets for final disposition; and closure and remediation of the TDSRS.

B. The CONTRACTOR(s) shall be responsible for establishment, management, maintenance, and loading of all eligible debris and/or residue at all Citizen Disposal Sites (CDS) for transfer to TDSRS and for the reduction and loading for final disposal.

C. Responsible for constructing and maintaining an all-weather road for access to the TDSRS and other debris collection sites. The County's responsibility for any road maintenance and support ends at the right-of-way line.

D. Responsible for providing/constructing approved, new inspection towers; the construction of towers shall comply with all applicable building codes. The floor area shall be 64 sq. ft. and support a minimum of 900 lb. weight load and shall be covered by a solid, hardtop roof. Steps shall be provided with handrail access.

E. All TDSRS and other debris collection sites shall be maintained in full accordance with all applicable federal, State and local laws, ordinances, regulations and standards. Also, the CONTRACTOR(S) shall segregate operations within each site.

F. All equipment used in the performance of this contract shall be in good operating condition and in compliance with all applicable federal, state, and local laws, ordinances, regulations and standards. All equipment including, but not limited to, grinding equipment, generators, light towers, etc., shall be equipped with a properly functioning and accurate hour meter.

G. Provide Maintenance of Traffic (MOT) at all times in accordance with current County Design Standards and FDOT Standards, to include off duty law enforcement as needed. Compensation for MOT shall be included as noted in Exhibit C.

H. Comply with the County regarding restrictions of work hours (school zones, peak hours, residential zones).

I. Ensure all employees (CONTRACTOR(s) and Sub-CONTRACTOR(s)s) have and utilize personal protective safety gear in accordance with OSHA requirements and company safety policies.

J. Coordinate with utility companies, as required, to permit safe removal of debris and to prevent blockage of critical utility devices.

K. All loading equipment shall have rubber tracks and wheels to operate on the street/road using buckets and/or broom and grapple devise to remove the load debris. The CONTRACTOR(s) shall use equipment and perform work in a manner to prevent damages to adjacent infrastructure facilities and adjacent rights-of-way, including all landscaped areas.

L. The CONTRACTOR(s) shall repair any damage caused by the CONTRACTOR(s) equipment in a timely manner at no expense to the County.

M. The CONTRACTOR(s) shall take digital photos of any damages caused by his/her operations and provide digital copies to the County and Owner.

N. Each TDSRS shall be equipped with portable toilets with hand washing facilities and a debris inspection/observation tower. Management of the site may require the provision of office space for management purposes. The need shall be dictated by the magnitude of the incident and coordinated through Debris Manager per the Debris plan.

SITE MANAGEMENT AND DEBRIS DISPOSAL

A. CONTRACTOR(s) shall provide all labor, services, equipment, materials, and supplies necessary to accept, process, and reduce vegetative debris through either tub grinding into chips/mulch or through air curtain incineration into ash. The County Manager, their designee, or the Nassau County Director of Emergency Management shall determine the method to be used based on environmental considerations.

B. The locations of the vegetative debris volume reduction sites shall be selected by the Contract Manager or designee.

C. The CONTRACTOR(s) shall provide equipment and personnel to manage and operate (number of sites shall be determined after an event occurs and shall be based on event severity) vegetative debris volume reduction sites. The County Manager, their designee, or the Nassau County Director of Emergency Management shall provide access and authorization to the CONTRACTOR(s) to operate on the designated vegetation debris reduction sites including all information in the County Manager, their designee, or the Nassau County Director of Emergency Management's possession regarding the sites, which are necessary for the successful operation.

D. The CONTRACTOR(s) shall determine and construct observation/inspection towers at each selected temporary vegetative debris volume reduction site. The towers shall be constructed in accordance with and approved by FEMA. Access shall be provided by wooden steps with a handrail.

E. The County shall <u>not</u> provide to the CONTRACTOR(s), potable water, sewage treatment, fuel, electricity, other utilities, or other personnel, materials, or equipment to operate the debris volume reduction site. The CONTRACTOR(s) shall provide

portable sanitary facilities and maintain these facilities. The CONTRACTOR(s) shall provide utility clearances as appropriate. The CONTRACTOR(s) shall protect existing structures at the sites and repair any damage caused by their operations at no additional cost to the County.

F. CONTRACTOR(s) shall be responsible for establishing site layout as approved by the County Manager, their designee, or the Nassau County Director of Emergency Management or designee.

G. CONTRACTOR(s) shall manage the site to accept debris collected under other County contracts and by County crews. The same procedures for estimating the load and the use of load tickets apply.

H. Chips/mulch should be stored in piles no higher than 15 feet and meet all local regulations and laws.

I. No more than seven (7) days of chipped debris shall remain on ground at the site.

J. The CONTRACTOR(s) shall provide a site operations plan for review and approval by the County Manager, their designee, or the Nassau County Director of Emergency Management prior to beginning work. At a minimum, the plan shall address the following:
    1. Access to this site.
    2. Site management, to include point of contact, organizational chart, etc.
    3. Traffic control procedures.
    4. Site security.
    5. Site safety.
    6. Site layout/segregation plan.
    7. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water runoff as appropriate.

K. The CONTRACTOR(s) shall be responsible for preparing the sites to accept the debris. Site preparation may include clearing, erosion control, grading, and construction and maintenance of hauling roads and entrances. CONTRACTOR(s) shall establish lined temporary storage areas for materials that can contaminate soils, run off or groundwater. CONTRACTOR(s) shall place liners under stationary equipment.

L. The CONTRACTOR(s) shall be responsible for installing site security measures and maintaining security for operations at the site.

M. The CONTRACTOR(s) shall manage the site to minimize the risk of fire.

N. The CONTRACTOR(s) shall be responsible for the closure of the debris management sites within 30 calendar days of receiving the last load of disaster related debris. Closure shall include removal of site equipment, debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.), and grading the site, and restoring the site to its pre-work conditions. The site

shall be restored in accordance with all local requirements. The CONTRACTOR(s) is responsible for the proper disposal of non-burnable debris and wood chips or ash. The CONTRACTOR(s) shall receive approval from the County Manager, their designee, or the Nassau County Director of Emergency Management and FEMA as to the final acceptance of a site closure.

DEBRIS SEPARATION / REDUCTION AND TDSR MANAGEMENT

A. Volume Reduction Site Equipment

1. The CONTRACTOR(s) shall provide all equipment necessary to prepare the site, stockpile the debris, feed the grinders, remove mulch from the grinding operations, and load and haul for disposable all non-burnable debris, chips/mulch, and any other equipment which may be necessary.
2. All equipment shall be in compliance with all applicable federal, state, and local rules and regulations. All equipment and operator qualifications shall meet federal, state, and local requirements.

B. CONTRACTOR(s) shall operate and manage the TDSR to accept and process all event debris. All actions shall be implemented by the CONTRACTOR(s) only with the prior approval of the County. Actions by the CONTRACTOR(s) shall include, but are not limited to, the following:

1. Ensure that only debris authorized by the County's County Manager, their designee, or the Nassau County Director of Emergency Management shall be allowed into the TDSR sites.
2. Provide to the County a video record of the pre- and post- use site conditions.
3. As directed by the County, conduct an onsite Phase 1 Environmental Audit.
4. Prepare a plan of proposed site layout and review with the County prior to its implementation.
5. Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the County prior to its implementation.
6. Provide adequate security personnel, fire prevention/fighting equipment, including water truck and hoses, on site throughout the operational period of the TDSR.

HAZARDOUS WASTE

A. CONTRACTOR(s) Petroleum, Oil, Lubricant Spills

1. The CONTRACTOR(s) shall be responsible for reporting to the County Manager, their designee, or the Nassau County Director of Emergency Management and cleaning up all petroleum, oil, lubricant spills caused by the CONTRACTOR(s) operations at no additional cost to the County.
2. Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable federal and local laws and regulations.
3. Spills other than on-site shall be reported to the National Response Center and the County Manager, their designee, or the Nassau County Director of Emergency Management immediately following discovery. A written follow-up shall be submitted to the County Manager, their designee, or the Nassau County Director of

Emergency Management not later than 7 days after the initial report. The written report shall be in narrative form and, as a minimum, shall include the following:

a. Description of the material spilled (including identity, quantity, etc.)
b. Determination as to whether or not the amount spilled is EPA/DEP reportable and when and to whom it was reported.
c. Exact time and location of spill, including description of the area involved.
d. Receiving stream or waters.
e. Cause of incident and equipment and personnel involved.
f. Injuries or property damage.
g. Duration of discharge.
h. Containment procedures implemented.
i. Summary of all communications the CONTRACTOR(s) has had with press or other officials.
j. Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

4. Residents shall be provided locations of drop-off points for the disposal of their Household Hazardous Waste. Drop-off points shall be determined by the County Manager, their designee, or the Nassau County Director of Emergency Management or designee. The CONTRACTOR(s) shall identify, separate, collect, transport and legally dispose of disaster-generated debris determined to be hazardous and/or contaminated, thereby requiring that it be separately managed from other debris. The CONTRACTOR(s) shall provide trained, certified, experienced and equipped personnel to identify hazardous waste and contaminated debris at its point of origin, as well as to direct the CONTRACTOR(s) personnel in the safe and proper handling and disposal of the material. All hazardous waste and contaminated debris shall be collected, transported and legally disposed of by the CONTRACTOR(s) as required by local, state and Federal regulations. The CONTRACTOR(s) shall be reimbursed at a fixed rate for this service. CONTRACTOR(s) shall provide County documentation that tracks the collection of hazardous waste from the point of collection to its final disposal location.

HAZARDOUS MATERIALS/WASTE MANAGEMENT

A. CONTRACTOR(s) shall facilitate the County in every way possible to ensure compliance with worker protection, public health, environmental, transportation, and hazardous disposal regulations and applicable consensus standards. This shall include but not be limited to:

1. The proper cleanup of drainage basins and other subsurface structures potentially impacted with levels of contaminants.
2. The removal of contaminated soil on the land surface.
3. The emergency securing of hazardous materials, their transport, and disposal of these materials to protect the health, safety and welfare of the public.

B. This work may likely involve various properties throughout the county. CONTRACTOR(s) performing work in connection with this RFP could reasonably

involve the remediation, transport, and proper disposal of materials and hazardous materials that may exceed regulatory standards established for personal exposure and the environment.

C. In addition to County oversight, this work shall also be managed and overseen by a monitoring consultant on contract with the County and an additional for soil/sediment sampling and analysis contractor. The County's soil/sediment sampling and analysis contractor shall be responsible for all soil, sediment, sludge and liquid sampling and analysis as well as all report preparation, work plans and closure reports to satisfy all regulatory agencies and is not part of this bid, with the exception of any confirmatory sampling and analysis/supplemental waste categorization as may be necessary.

Additional Requirements

A. This work includes the management, removal, transportation and disposal and any other handling requirements for contaminated/hazardous materials in accordance with Federal, State and local laws. Wherever possible, uncontaminated material shall be segregated for cost savings to the County.

B. CONTRACTOR(s) shall provide all permits, paperwork, manifests and documents as applicable to the County as required in addition to regulatory agencies and follow all applicable federal, state and local safety requirements for any of this work.

C. Material shall not be stockpiled on any work site for extended periods of time. Once regulated materials are authorized for transportation by the federal, state and or local agency, they shall be removed within one business day from the work site or time frames otherwise determined to be acceptable to regulatory standards/agencies and the County.

D. At the County's discretion, some work may be supplemented by using County personnel and equipment.

EQUIPMENT

A. The CONTRACTOR(s) shall provide all equipment necessary for the performance of the work under these requirements and specifications. All equipment repairs and operating cost shall be the responsibility of the CONTRACTOR(s).

B. Equipment which is designated for this project shall not be used for any other work during the duration of the contract. The CONTRACTOR(s) shall not solicit work from private citizens throughout the County.

MEDIA INTERACTION

A. The CONTRACTOR(s), including all sub-CONTRACTOR(s), shall not provide any information to the media without the expressed written permission of the County Manager, their designee, or the Nassau County Director of Emergency Management, Emergency Management Director, or designated Public Information Officer (PIO). This includes on site interviews requested from any media outlet.

B. All inquiries by a member of the media shall be directed to the PIO, and those from any elected official shall be directed to the County Manager. The CONTRACTOR(s) shall ensure this guidance is disseminated to all employees and all sub-CONTRACTOR(s) on this project.

CADAVER RECOVERY AND IDENTIFICATION

A. Cadaver recovery and identification may be required during response operations. Crews shall strictly adhere to stringent guidelines and protocols owing to the sensitive nature of the loss and for consideration of notifying surviving family members. The following guidelines shall be followed while working in ALL areas and/or sectors in which cadaver recovery is necessary: Each crew leader is responsible for watching the debris pile and identifying any potential human remains. If found or suspected, the crew leader shall immediately stop work in the area and notify the Debris Manager (DM), who shall be responsible for notifying appropriate law enforcement representatives in the Emergency Operations Center, and immediately follow with an appropriate notification to the County Manager, their designee, or the Nassau County Director of Emergency Management. The crew shall remain at the site until released by the authority having jurisdiction.

B. All crew members are forbidden from discussing the location, status, composition, sex, and especially the name of the deceased. Any individual found to be passing this information on about what they have seen shall be immediately dismissed from the job. Proper next of kin notification procedures shall be conducted by the responsible authority.

SAFETY

A. CONTRACTOR(s) shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. CONTRACTOR(s) shall provide such safety equipment, training and supervision as may be required by the County and/or other governmental regulations. CONTRACTOR(s) shall ensure that its subcontracts contain an equivalent safety provision.

B. The CONTRACTOR(s) shall be solely responsible for pedestrian and vehicular safety and control within the assigned workspace and shall provide the necessary warning devices, barricades, and other devices necessary to meet federal and local requirements. At a minimum, one flag person shall be posted at each loading site to direct traffic.

C. Closure or blocking of public streets and other rights-of-way shall not be permitted unless prior arrangements have been made with the County Manager, their designee, or the Nassau County Director of Emergency Management and is coordinated with appropriate departments. Traffic control is the responsibility of the CONTRACTOR(s) and shall be accomplished in conformance with local traffic codes and FDOT Standards.

D. CONTRACTOR(s) shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, and safety measures at the temporary debris staging sites. The CONTRACTOR(s) shall comply with all federal, state, and

local safety regulations.

E. The traffic control personnel and equipment shall be in addition to the personnel and equipment required for debris removal and hauling.

F. The CONTRACTOR(s) shall erect proper barricades, signs, and warning devices as necessary, for sidewalk and traffic closure/control when doing on-street grinding or debris removal.

G. Any use of tools or equipment in an unsafe condition or manner or application of techniques or methods defined to be unsafe to life or property is strictly forbidden.

CONTRACTOR(S) RESPONSIBILITIES AND EXPECTATIONS

A. Other Agreements

The County may be required to enter into agreements with Federal and/or State agencies for disaster relief. CONTRACTOR(s) shall be bound by the terms and conditions of such agreements, regardless of the additional burdens of compliance. County shall provide CONTRACTOR(s) with a copy of any applicable agreements.

B. CONTRACTOR(s) Conduct of Work

CONTRACTOR(s) shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All CONTRACTOR(s) personnel and Sub-CONTRACTOR(s) shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

C. Supervision by CONTRACTOR(s)

CONTRACTOR(s) shall supervise and/or direct all contracted services performed by its employees, agents and Sub-CONTRACTOR(s). CONTRACTOR(s) is solely responsible for all means, methods, techniques, safety and other procedures. CONTRACTOR(s) shall employ and maintain a qualified Project Manager, their designee, at the work site(s) who shall have full authority to act on behalf of CONTRACTOR(s). All communications given to the Project Manager by the County Manager, their designee, or the Nassau County Director of Emergency Management or designee shall be as binding as if given to CONTRACTOR(s).

The CONTRACTOR(s) shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the CONTRACTOR(s) personnel and equipment shall be the responsibility of the CONTRACTOR(s). Additionally, the CONTRACTOR(s) shall pay for all materials, personnel, taxes, and fees necessary to perform the work.

D. CONTRACTOR(s) Conduct and Self-Sufficiency

CONTRACTOR(s) shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All CONTRACTOR(s) personnel and Sub-CONTRACTOR(s) shall demonstrate and maintain a courteous and responsible demeanor toward all persons. The CONTRACTOR(s) shall ensure that its work force, including Sub-CONTRACTOR(s), maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse effects on the community.

E. CONTRACTOR(s) Disposal of Debris

Unless otherwise directed by the County, CONTRACTOR(s) shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the County. The locations of the TDSR and final disposal sites utilized by the CONTRACTOR(s) shall be reported to the County and subject to their approval. Upon request from the CONTRACTOR(s), other sites may be utilized as directed and/or approved by the County.

F. **Multiple, Scheduled Passes**

CONTRACTOR(s) shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the County. The County shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the County. The CONTRACTOR(s) shall document the completion of all passes based on the direction from the County and shall provide this documentation to the County on the frequency requested by the County.

G. **"Clean As You Go" Policy**

The Contractor shall provide a "clean as you go" policy and supervise and enforce such policy during debris management operations.

The CONTRACTOR(s) shall exercise care so as not to generate litter during the removal process. The CONTRACTOR(s) shall clean up loose material in the immediate vicinity of the right-of-way. The CONTRACTOR(s) shall be responsible for the repair of any collateral damage caused to private or public property.

H. **Damages by CONTRACTOR(s)**

CONTRACTOR(s) shall be responsible for conducting all operations, whether contemplated by this agreement or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. CONTRACTOR(s) shall also be responsible for any damages due to the negligence of its employees and Sub-CONTRACTOR(s). CONTRACTOR(s) shall report such damage to the County Manager, their designee, or the Nassau County Director of Emergency Management in writing within 24 hours. Should any property be damaged due to negligence on the part of the CONTRACTOR(s), the County may either bill CONTRACTOR(s) for the damages, withhold funds due to CONTRACTOR(s), or the CONTRACTOR(s) may also repair all damage to the satisfaction of the County. The determination of whether "negligence" has occurred shall be made by the County.

1. The CONTRACTOR(s) shall be legally responsible for damage to public and private property while performing duties outlined in these specifications.
2. The CONTRACTOR(s) shall notify the County Manager, their designee, or the Nassau County Director of Emergency Management of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor, on a daily basis.
3. All areas throughout the County where debris removal is accomplished and there is damage due to the CONTRACTOR(S) operations, the CONTRACTOR(S) shall be responsible for returning those areas to their original condition. All damages to pavement, sidewalk, curbs or any other infrastructure shall be repaired or restored

to the satisfaction of the County.

4. The CONTRACTOR(s) shall be responsible for correcting any notices of violations issued as a result of the CONTRACTOR(s) or any Sub-CONTRACTOR(s) actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the County.
5. The CONTRACTOR(s) shall be responsible for paying any and all costs associated with violations of law or regulation relative to their activities. Such costs may include but are not limited to: site cleanup and/or remediation; fines, administrative or civil penalties; and third-party claims imposed on the County by any regulatory agency or by any third party as a result of noncompliance with Federal or local environment laws and regulations or nuisance statues by CONTRACTOR(s), their Sub-CONTRACTOR(s), or any other persons, corporations, or legal entities retained by the CONTRACTOR(s) under this contract.
6. The County Manager, their designee, or the Nassau County Director of Emergency Management or Debris Monitor shall have the right to require the selected CONTRACTOR(s) to redo any work that is not done satisfactorily and in accordance with the requirements and specifications stated herein.
7. Such work needing to be redone shall be performed promptly and at no additional cost to the County, either during or after the expiration of the resulting agreement.
8. The CONTRACTOR(s) is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways, and sprinkler heads and valves. If any direct or indirect damage occurs to public or private property, on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the CONTRACTOR(s), such property shall be restored by the CONTRACTOR(s) at their expense to a condition similar or equal to that existing before such damage or injury, or the CONTRACTOR(s) shall repair such damage in a manner acceptable to the County Manager, their designee, or the Nassau County Director of Emergency Management.
9. Whenever electric or telephone lines, gas lines, water lines or any other improvement, public or private, may be jeopardized by any authorized work done by the CONTRACTOR(s), the CONTRACTOR(s) shall consult the proper utility agency and homeowner and the County Manager, their designee, or the Nassau County Director of Emergency Management immediately notified.

I. Operation of Equipment

CONTRACTOR(s) shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the County. Should operation of equipment be required outside of the public ROW, the CONTRACTOR(s) shall ensure that a ROE Agreement has been obtained prior to property entry.

J. Security of Debris During Hauling

CONTRACTOR(s) shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, CONTRACTOR(s) shall ensure that each load is secure and trimmed so that to the extent practical no debris extends

horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, CONTRACTOR(s) shall survey the primary routes used by CONTRACTOR(s) for debris hauling as soon as possible after the transport and shall recover fallen or blown debris from the roadway(s).

K. Traffic Control

CONTRACTOR(s) shall mitigate impact on local traffic conditions to the greatest extent possible. CONTRACTOR(s) is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual on Uniform Traffic Control Devises (MUTCD) and FDOT Standards. CONTRACTOR(s) shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

L. Workdays/Hours

Workdays and/or work hours shall be as directed by the County Manager, their designee, or the Nassau County Director of Emergency Management following consultation and notification to CONTRACTOR(s). Working hours on holidays shall be at the discretion of the County.

M. Emergency Power Generators

Generators may be requested by the County, if so, the CONTRACTOR(s) shall provide mobile electric power generators for facilities and locations within the County. The County shall define the size, voltage requirements and fuel type of the mobile units, which shall be leased to the County. CONTRACTOR(s) shall deliver the units to the facilities or locations designated by the County, and ensure connection of the unit to the existing electrical wiring by a licensed electrician. The CONTRACTOR(s) shall also ensure the unit is fueled, tested, and demonstrated to be operational prior to departure from the location. The CONTRACTOR(s) shall have readily available technical support and repair or replacement services. The CONTRACTOR(s) shall be reimbursed a fixed rate for this service.

N. Certifications

The CONTRACTOR(s) shall adhere to the process for certification of personnel and vehicles, to include the following:

1. Certification of Vehicles and Load Capacity

a. CONTRACTOR(s) shall ensure that all equipment is certified in accordance with most current County/County procedures. After a disaster, the County, or their designated representative, shall begin the equipment certification at a pre-designated site, or at staging areas established by the CONTRACTOR(s).

b. All CONTRACTOR(s) and Sub-CONTRACTOR(s) trucks shall have valid registrations, insurance and meet basic operational criteria including but not limited to tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses.

c. Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck shall receive two (2) placards, one each of which shall be affixed on opposite sides of the truck body. The truck driver shall be provided up to two (2) copies of the certification sheet for the CONTRACTOR(s) and sub- CONTRACTOR(s) records.

2. **Certification of Personnel**

The CONTRACTOR(s) shall certify to the County that all CONTRACTOR(s) and Sub-CONTRACTOR(s) personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations.

Upon request of the County, the CONTRACTOR(s) shall provide documentation certifying the adequacy of the training, experience and capabilities of all CONTRACTOR(s) and Sub-CONTRACTOR(s) personnel, to include but not be limited to the following:

a. Senior management personnel of the CONTRACTOR(s) assigned to implement work authorizations pursuant to this agreement shall participate, upon request, in training and briefing sessions held by representatives of the County.
b. Senior, supervisory personnel of the CONTRACTOR(s) and all Sub-CONTRACTOR(s) thereto shall have received training in debris management and the implementation of the National Incident Management System.
c. Personnel assigned by the CONTRACTOR(s) as responsible for data management, invoicing and other documentation duties shall be trained in the data management concepts and approaches to be used by the County.
d. Vehicle and equipment operators shall be fully licensed and certified, as required by applicable local, State and Federal statutes and regulations.

Upon their deployment for field operations, all CONTRACTOR(s) and Sub-CONTRACTOR(s) personnel shall be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures.

DOCUMENTATION MANAGEMENT AND SUPPORT

A. **ADMS**

Per FEMA's Public Assistance Debris Monitoring Guide, policy document 327, advances in automated debris management tracking systems can now provide real- time, automated tracking and reporting for disposal and hauling activities. FEMA supports these advances and recognizes the benefits of these automated systems.

The Contractor shall provide and electronic automated debris management system that shall create load tickets electronically, eliminating the need for hand-written and scanned tickets. The ADMS features shall include, but are not limited to, the following:

1. Paperless, electronic (handheld device) load ticket generation and data collection
2. Debris vehicle certification data capture
3. Encrypted and secure field data transfer
4. Accessible secure database for government and Disaster Debris Collector use. Database shall be internet accessible by Disaster Debris Collector, County, State, Federal and other public entities as authorized by the County Manager, their designee, or the Nassau County Director of Emergency Management
5. Minimal manual entry of load ticket data fields

6. Automation of debris pick-up locations through the use of GPS technologies
7. Evaluation of daily event staging using web-based reporting and GIS tools
8. Coordination of Disaster Debris Collector invoices, FEMA documentation and applicant payment process-enabled through an integrated database management system
9. Contractor shall use an ADMS during the performance of services under this agreement for managing collection, transport and disposal of debris.

B. Contractor shall provide electronic load tickets (or electronic reports through ADMS acceptable to FEMA and other Federal or State reimbursement agencies) to track and document the removal and management of all Eligible Debris. Contractor shall ensure that the load tickets meet the requirements of FEMA and other Federal or State reimbursement agencies. Contractor shall retain original completed tickets either in hardcopy or electronically in an acceptable format on behalf of the County, which shall be turned over to the County daily. Copies of completed load tickets shall also be retained by the Contractor, vehicle driver, Sub-CONTRACTOR(s) and the Disaster Debris Collector. Additionally, these load tickets shall be scanned and incorporated into a master electronic file with a summary spreadsheet identifying each truck and ticket (load).

C. Complete and submit to the County on FEMA approved disposal tickets, field inspection reports, and other data requested to provide substantiation for FEMA and State reimbursement. The CONTRACTOR(s) shall submit samples of truck certification form, disposal/load ticket, and signage for sub-CONTRACTOR(s) vehicles.

D. Work closely with State Emergency Management, FEMA, and other agencies to ensure that debris collection, debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility.

E. Maintain a database of the tickets and supporting documentation that is accessible via the internet for each event and make the web portal available for 90-days after final invoice is processed by the County after the event. CONTRACTOR(s) shall retain the data per FEMA requirements. The data management system shall be established and accessible 48 hours before an event and reactivated as necessary for scheduled training activities.

F. **Reports, Certifications and Documentation**

CONTRACTOR(s) shall submit periodic, written reports in a format required by the County documenting the progress of debris removal and disposal. These reports may include, but are not limited to:

1. **Daily Reports**

   Daily reports shall detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. CONTRACTOR(s) shall also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of CONTRACTOR(s) operations within twenty-four (24) hours.

2. **Weekly Summaries**

A summary of all information contained in the daily reports as described in item 1 above, within two (2) days of the close of the week. At the request of the County, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data shall include: Collection CONTRACTOR(s), load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable) field monitor name/number, TDSR location, tower monitor name, debris materials categorization, and location of collection, e.g., ROW, Canal, Public Park, etc.

3. **Periodic Summaries- Emergency "FIRST PUSH / ROAD CLEARANCE/ aka: "CUT AND TOSS"**

   A summary of all information contained in the daily reports as described in item 1 above, within two (2) days of the close of the 72-hour initial operational period. At the request of the County, the data making up the periodic summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data shall include: CONTRACTOR(s) utilized, locations and types of debris moved from roadways, special conditions that CONTRACTOR(s) encountered, operational exceptions and documented approval from the County, and any other documentation which is in the best interest of the CONTRACT(s) or the County.

4. **Report Delivery**

   The scheduling, point of delivery and receiving personnel for the debris operations report shall be directed by the County, in consultation with CONTRACTOR(s).

5. **Data Reconciliation**

   Reconciliation of data shall be accomplished weekly between the CONTRACTOR(s) and the County's representative. All discrepancies shall be resolved within five (5) business days.

6. **Final Project Closeout**

   Upon final inspection and/or closeout of the project by the County, CONTRACTOR(s) shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by the CONTRACTOR(s), plus the total cost of the project invoiced to the County. The CONTRACTOR(s) shall provide, upon request of the County and no later than project closeout, a release of liens demonstrating that all Sub-CONTRACTOR(s) to the CONTRACTOR(s) have been fully paid. Agreement shall provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the County and/or government. Final project reconciliation shall be approved by the County.

SPECIFIC SERVICES

As directed by the County, the CONTRACTOR(S) shall perform the following services:

A. **Private Property Demolition and Debris Removal** – The CONTRACTOR(S) shall not operate beyond the public Right of Way unless directed by the County.

B. **Marine Debris Removal** – The CONTRACTOR(S) shall clear canals and waterways of marine debris in coordination with the responsible agency (USCG, FWC, etc.). Marine debris is defined as any material obstructing a canal or waterway.

C. **Hazardous and/or Toxic Waste Disposal** (HTW)– The CONTRACTOR(S) shall

collect, transport and dispose of HTW in accordance with all applicable federal, state and local laws, standards and regulations as directed by the County (Ref Debris Management Plan). The coordination for HTW removal and disposal at a lawfully permitted disposal facility shall be the responsibility of the CONTRACTOR(S).

D. **Fallen Trees, Hazardous Leaning Trees and Hanging Limbs** - The CONTRACTOR(S) shall remove fallen trees, leaning trees or hanging limbs that originate from within the ROW. Fallen or leaning trees or hanging limbs which originate from private property and extend onto or into the ROW shall be cut at the point where they enter the ROW. The fallen or leaning trees and hanging limbs, and that part of the eligible debris which lies within the ROW shall be removed from the ROW and be properly disposed of by the CONTRACTOR(S).

E. **Hazardous Stumps** – All stumps larger than 24" shall be paid under Cost Proposal Item 3, Hazardous Stumps. FEMA guidelines shall prevail when determining the category of and payment method for hazardous stumps (ref. FEMA DAP 9532.11 rev 2007 or current rev.).

F. **Fill Dirt** – As identified and directed by the County, the CONTRACTOR(S) shall place compatible clean fill dirt, approved by the County or its representative, in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety.

G. **Soil Screening** – The CONTRACTOR(S) shall screen all soil to remove Eligible Debris deposited as a result of a natural or manmade disaster. Soil screening shall include the collection of debris-laden soil, hauling to the processing screen, processing the soil through the screen and returning to a location designated by the County. Eligible debris removed from the soil shall be collected, hauled and processed at the TDSRS.

H. **White Goods** – The CONTRACTOR(S) shall recycle all eligible white goods including, but not limited to refrigerators, freezers and air conditioners in accordance with all federal, state and local rules, regulations and laws.

I. **Freon Recovery** – The CONTRACTOR(S) shall remove and recover Freon from any white goods at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws.

J. **Mobilization and Demobilization** – All arrangements necessary to mobilize and demobilize the CONTRACTOR(S) labor force and equipment needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR(S).

K. **Closure and Remediation of the TDSRS** – Within thirty (30) days after notice by the County, the CONTRACTOR(S) shall cease debris collection activities and remove all CONTRACTOR(S) equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved, final disposition site. Ash piles shall be tested for parameters as directed by the County using the Toxicity Characteristic Leaching Procedure, and ash shall be disposed of in a Class I landfill if contamination is not found. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill. Once stockpiled debris

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is removed from the site, the CONTRACTOR(S) shall test soil and groundwater, and the test results shall be compared to baseline test results to determine if contaminants are present. The CONTRACTOR(S) is responsible for the reclamation and remediation of the TDSRS to its original state which shall be subject to the County's final acceptance. Payment retainage shall not be released until all debris sites have been closed and remediated.

L. **Recycling** – The CONTRACTOR(s) shall employ recycling within the debris management process whenever practical. The value minus "cost" shall be documented to reduce the fiscal liability of the county.

DEMOLITION OF STRUCTURES AND CONSTRUCTION DEBRIS REMOVAL

As directed by the County Manager, their designee, or the Nassau County Director of Emergency Management or designee, CONTRACTOR(s) shall demolish unsafe structures and remove debris that has been determined by the County to be a threat to the health and safety of the public. CONTRACTOR(s) shall exercise due diligence in demolishing and/or removing debris from private property. The County shall direct actions to secure the right of entry (ROE) onto private property to allow demolition and removal. CONTRACTOR(s) shall ensure hazardous materials screening and utilities disconnection as appropriate. All applicable local, state and federal regulatory requirements regarding materials containing asbestos shall be adhered to unless waived by applicable regulatory authorities.

BEACH SAND RECOVERY AND RE-USE

1.1 There are several reasons for the associated recovery work and re-use of clean beach sand which has been displaced and washed inland along coastal areas and may also be piled along roadways, residential areas and lots within the County. These conditions create a serious danger to life, safely and property.

A. CONTRACTOR(s) shall understand and develop a strategy which addresses the following benefits for recovering clean sand washed inland include:
   1. Decreasing costs incurred by the county in disaster response and recovery;
   2. Restoration of areas heavily damaged during natural disasters by correcting displacement of sand;
   3. Negating the need for sand sources that are part of the environment;
   4. Assisting with a faster reestablishment of protective barriers along shorelines and engineered beaches, thus protecting communities from future storm impacts;
   5. Speeding economic recovery of beach and waterfront areas to pre-disaster condition;
   6. Enabling access to the area and resumption of basic sanitary services as well as removal of potentially unsafe materials from other areas of the impacted community;
   7. Ensuring minimal secondary contamination of the clean beach sand by superimposed placement of waste materials;
   8. Minimizing the amount of material that shall be collected by the County and stored at staging areas;
   9. Speeding the regional recovery of displaced sand may act as a physical impediment to other components of the debris removal operations;

10. Reducing the potential for sand washing into storm drains and causing future flooding during and after the recovery operation;

B. CONTRACTOR(s) shall assist the County with a cost benefit analysis when beach sand recovery and re-use is being considered. Steps shall be taken to determine if actions needed to re-use sand and return it back to the original site locations is more cost effective than removing and transporting sand for disposal.

C. CONTRACTOR(s) together with the County shall coordinate between all levels of government through all phases of the sand clearance and removal process. Monitoring of contracted sand debris removal operations shall be under direct supervision of the County, who may engage the services of a monitoring contractor (CONSULTANT(s)) who is not completing the sand removal operations to ensure eligible work is performed for all contracts to be included in FEMA Public Work (PW) reimbursement documentation.

D. Specific operational procedures and steps shall be developed to ensure FEMA, FDEP, EPA, and all other appropriate regulatory agency requirements are met for sand processing and re-use. These include, but are not limited to sand moving and vacuuming, staging, and both mechanical raking and cleaning (sifting) of public beach areas in order to remove embedded hazardous debris. In addition, testing for contaminants is shall be required. The final removal and transportation of contaminated sand unsuitable for re-use shall be in accordance with regulatory requirements. Disposal of this sand shall be at a permitted off-site disposal facility.

E. FEMA Public Assistance Debris Management Guide shall be followed as it pertains to the removal of soil, mud and sand on improved public property and public rights-of-way.

1.2 Guidelines

CONTRACTOR(s) shall coordinate with the County, other involved consultants under contract with the County, other appropriate entities associated with the County, and all other appropriate regulatory agencies in the appropriate use the following guidelines. Additionally, the CONTRACTOR(s) shall assist the County to determine sources of clean beach sand that meet criteria as established.

1.3 Minimum Provisions for Placement of Clean Beach Sand

A. Clean beach sand loading and placement shall be subject to the following provisions:
   1. Clean beach sand placement areas shall be above the astronomical high tide line and shall not be subject to tidal action;
   2. Clean beach sand placement areas shall be cleared of storm-related debris prior to placement;
   3. Clean beach sand placement locations shall be established and surveyed as part of the placement operation;
   4. Any debris observed during loading or placement shall be manually extracted and properly disposed;
   5. Clean beach sand shall also be subject to mechanical processing that shall be

performed as part of the eventually larger scale beach clearing and sand cleaning operations that are required to remove extensive debris that was deposited on the beach by the outgoing storm surge;

6. Clean beach sand relocated in exposed areas of the beach shall eventually be mechanically processed along with the remainder of the beach using one or more of the following types of beach sand debris removal equipment, or equivalent, listed below.

B. Sand relocated shall be screened during loading, unloading and placement to verify that it is clean and contains no debris or contamination. Mechanical beach sifting performed as part of the broader beach clearing and cleaning operations is not intended to process all relocated sand.

C. Only sand in the upper several inches, shall normally be accomplished utilizing the following beach cleaning apparatus:
   1. Sifting equipment utilizing a mechanical sieve or shaker with a ¼ inch diameter to sift sand and pass debris to a conveyor and collection container;
   2. Rakes which use 6-inch tines to capture debris and pass it to a conveyor and collection container.

1.4 Site Preparations

A. Work shall be performed under supervision of the County Manager, their designee, or the Nassau County Director of Emergency Management or appropriate monitoring contractor, and shall not be the contractor actually performing the beach debris management work.
   1. Delineation and staking of the appropriate areas for placement of clean beach sand.
   2. Identification of points for transportation from source areas to the beach for placement of clean sand.
   3. All areas of impacted beach shall require CONTRACTOR(s) use of manual and mechanical removal of broader heavy debris prior to any finer degree beach cleaning or restoration.

B. CONTRACTOR(s) shall determine which sand is clean and subject to relocation under an approved Scope of Work/Strategic Plan developed jointly between the CONTRACTOR(s), the County, and appropriate regulatory agencies.

C. Means and methods for loading and transporting clean beach sand shall be determined by the CONTRACTOR(s) with the anticipated use of standard equipment within the industry, such as bull dozers, front end loaders and large capacity all-terrain trucks with dumping capability.

D. County Manager, their designee, or the Nassau County Director of Emergency Management, or monitoring contractor shall ensure that the CONTRACTOR(s) equipment is clean and free of debris or contamination.

E. CONTRACTOR(s) shall perform the following minimum requirements:
   1. Excavation and loading of the clean beach sand shall be performed in

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conjunction with field screening using visual and odor detection methods.

2. Sand shall be inspected under the supervision of those identified in the contract and shall be generally free of storm related debris.
3. Sand that mixed with debris from flooded homes and businesses, contains household waste, is stained or petroleum, chemically, sewage or fecal contaminated **shall not be relocated.**
4. Establish an approved construction health and safety plan for protection of workers and the community.
5. All activities shall be coordinated with the County to ensure appropriate protection of public health prior to sand relocation and re-use.

1.5 Identification of Eligible Beach Sand

A. An important consideration for the County is the removal and reuse of storm-deposited sand layers and piles of beach sand moved out of the roadway as part of initial recovery efforts, including clean sand that is not relocated to local beaches and sand mixed with varying amounts of storm debris; the CONTRACTOR(s) shall make this a priority.

B. Eligible sand may contain small amounts of inert storm debris which shall require mechanical screening. Such beach sand is usually located in piles established along roadways, in public and private lots and in several staging areas established during the initial field recovery operations. Generally, quantities of beach sand are most abundant in the areas closest to the beach and decline in abundance with decreased distance from the beach. CONTRACTOR(s) shall develop a strategy to identify, consolidate/stage, and utilize eligible sand.

C. In addition to the specific criteria outlined for the specified uses of sand, all beach sand, except for beach sand not exceeding established contamination levels, and is not otherwise deemed hazardous, shall also not exhibit any of the following:

1. Evidence of petroleum, petroleum spills or gross contamination;
2. Chemical staining or odors indicative of contamination; and
3. Evidence of sewage or fecal contamination.

1.6 Stockpiling and Processing of Beach Sand for Beneficial Use

A. Beach sand shall be removed from the recovery area and stockpiled separately from C&D debris and other solid waste removed during recovery operations.

B. Two classes of sand shall be established based on the quality of the sand determined at the recovery site:
   1. Category 1. Beach sand that may contain small amounts of inert storm debris but that is not mixed with debris from flooded homes and businesses, household waste, or other refuse.
   2. Category 2. Beach sand that is mixed with solid waste.

C. Where practical, sand in these two categories should be maintained in separate storage piles to the maximum extent practicable.

D. Beach sand in Category 1 requires screening utilizing a mechanical sieve or 'shaker' with a ¼ inch diameter sieve to remove storm debris prior to use. Separated debris shall be properly disposed, and the beach sand shall be stockpiled separately from unprocessed incoming sand. Periodic sampling and analysis of beach sand from Category 1 should be performed for confirmatory purposes.

E. Beach sand in Category 2 requires screening utilizing a mechanical sieve or 'shaker' with a ¼ inch diameter sieve to remove storm debris and solid waste prior to use. Separated debris and solid waste shall be properly disposed and the beach sand shall be stockpiled separately from unprocessed incoming sand. In addition, beach sand in category 2 shall be sampled, as described below.

1.7 Sampling of Category 2 Stockpiled Beach Sand

A. Processed beach sand shall be chemically characterized by sampling and chemical analysis prior to determining its use. Use shall be determined based on the chemical quality of the samples reported.

B. Composite samples shall be used for beach sand characterization and shall be collected from stockpiles of processed beach sand. Discrete sampling matrix shall be performed to form one composite which shall be collected from a minimum of every 1000 CY of screened sand for chemical analysis. This sampling frequency and protocol can be revised based on sampling results.

C. Samples shall be collected in a manner compliant with applicable and equivalent EPA sampling methods. Samples shall be analyzed for Target Analyte List metals, Target Compound List volatile organic compounds and semi-volatile organic compounds, Pesticides, and PCBs. Sample results shall be documented and provided in an appropriate format to the County and all appropriate regulatory agencies, who shall collectively determine appropriate actions or utilization of the sand.

1.8 Standards for Use of Processed Beach Sand

A. Beach sand processed may be beneficially used in the following ways:

1. Beach sand meeting all established standards, and has no evidence of petroleum, petroleum spills, gross contamination, chemical staining or odor, or sewage or fecal contamination may have no restriction on use.
2. Beach sand exceeding some established standards, and has no evidence of petroleum, petroleum spills, gross contamination, chemical staining or odor, or sewage or fecal contamination may be approved for all uses other than those in or adjacent to sensitive ecological areas, including:

    a. Backfill in areas upland of the beach that have experienced extensive erosion and scour during the storm.
    b. Cover soil placed on top of land areas including parks.
    c. Backfill or grading material below a cover layer, such as pavement or

building slab, or other designated capital construction projects.

d. Use in or adjacent to sensitive ecological areas may be allowed if approved by appropriate regulatory agency on a site-specific basis.

3. Uses other than the above, shall likely require site-specific approval from appropriate regulatory agencies.

ROLE AND RESPONSIBILITY OF DEBRIS MONITORING CONSULTANT

A. The County may employ the services of a debris monitoring consultant to provide oversight of the CONTRACTOR(S) operations. In this capacity, the consultant shall act as the County's agent and has authority to act on its behalf, to ensure debris transported is eligible, is quantified correctly and is routed to minimize costs for transportation. The authorities vested in the monitor and a resolution process shall be outlined when a Notice to Proceed (NTP) is issued.

B. The county designated Debris Manager shall be the final authority for resolution of issues.

PRODUCTION RATES

The CONTRACTOR(S) commits to the following production rates for debris removal. Debris removal is defined as the removal of debris from public ROW's and other County owned property and transport to the applicable TDSRS.

A. Up to two hundred fifty thousand (250,000) cubic yards – 15 calendar days from NTP.
B. Up to five hundred thousand (500,000) cubic yards – 30 calendar days from NTP.
C. Up to one million (1,000,000) cubic yards – 60 calendar days from NTP.
D. Greater than one million (1,000,000) cubic yards – 15 calendar days for every two hundred fifty thousand (250,000) cubic yards thereafter from NTP.

CREW/EQUIPMENT REQUIREMENTS

The CONTRACTOR(S) shall have sufficient crew and equipment necessary to satisfy the Production Ratio stated herein. For purposes of this RFP, a crew shall consist of the following minimum resources:

A. One (1) self-loader or a combination of three hauling units that can be mechanically loaded by a front-end loader or other appropriate equipment;
B. Appropriate personnel with all pertinent equipment; and
C. Two (2) flagmen

HOT SPOT CREW

The CONTRACTOR(S) shall have and be prepared to maintain for the full duration of any resulting NTP, at least two hot spot crews. Each crew shall consist of one (1) self-loader plus the minimum crew specified in paragraph **CREW/EQUIPMENT REQUIREMENTS** above. The crew shall respond to urgent requirements as directed by the County. These crews shall be immediately available and shall begin operation within twenty-four (24) hours of the CONTRACTOR(s) Representative arrival in the EOC.

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CLAIMS RESOLUTION

A. The CONTRACTOR(S) shall respond in writing to each claimant within fourteen (14) calendar days after claim is lodged with a copy to the County's designated representative. All claims shall be resolved by the CONTRACTOR(S) within thirty (30) calendar days after submission.

B. Each CONTRACTOR(S) shall submit all resolved claims to the County's designated representative. The CONTRACTOR(S) report to the County's designated representative shall attest to the following:

1. To the best of the CONTRACTOR(s) knowledge all data offered by the claimant shall support that the claim is accurate and complete.
2. The claims amount accurately reflects the claimant's actual incurred costs.
3. Records of all claims including photos shall be provided in a spread sheet and submitted every thirty (30) days to include all paid claims, all outstanding claims and if any claim is over thirty (30) days, a reason for its delay.
4. The CONTRACTOR(s) shall pay no claims unless a valid claim was submitted to the County's designated representative.

LOAD TICKETS AND TRUCK CERTIFICATIONS

The CONTRACTOR(S) shall supply a standard load ticket and a standard truck certification document for use during the performance of the contract. Samples shall be provided with RFP response.

DISPOSAL OF REDUCED DEBRIS

The CONTRACTOR(s) is responsible for the final disposal of reduced debris in accordance with all applicable State, federal and local requirements.

OVERTIME LABOR RATES

Overtime labor rates shall be paid in accordance with U.S. Department of Labor standards.

COST PROPOSAL

Unless otherwise indicated in this scope of services, all services performed under this contract shall be paid in accordance with Line Items 1a, 1b, 2 and 3 of the Price Proposal Form, as applicable. The County shall not provide price adjustments for cost increases or decreases in the price of fuel. **However, tipping fees shall be reimbursed at their actual cost.**

OPTIONAL SERVICES

The County may require Logistical and Planning Support during any phase of a disaster or to support a localized incident. This portion of a contract shall be considered separate and not reflected in the cost proposal in Exhibit B. The County may latter require the

CONTRACTOR(s) to provide pricing for the following optional services in the manner: (*where the word "shall" is used below- this indicates if the service is requested, and the Respondent has indicated on their proposal they are experienced and capable of providing such services)*

A. Debris Removal and Restoration of Retention Ponds, Lakes and Waterways/Canals

The CONTRACTOR(s) shall remove debris resulting from the event from the drainage and navigation canals and adjacent banks, as directed by the County. Debris to be removed shall be vegetative and/or construction and demolition debris affecting the canals, but excludes removal of damaged and/or abandoned boats. The CONTRACTOR(s) shall also haul, process and dispose of the collected debris, as well as restore, re-grade, and/or reseed the canal banks and slopes, as directed by the County. The CONTRACTOR(s) shall be reimbursed at a fixed unit rate for this service.

B. Motor Vehicle Removal and Disposal

The CONTRACTOR(s) shall remove motor vehicles damaged by the disaster event and/or abandoned by the owner due to the circumstances of the event. The County shall identify the area(s) from which motor vehicles are to be removed. Motor vehicles shall be processed by the CONTRACTOR(s) in a manner that complies with all requirements for removal and processing of hazardous materials, e.g., gasoline, oils and other fluids. The CONTRACTOR(s) shall also ensure the proper final disposal of the removed vehicle. The CONTRACTOR(s) shall be reimbursed at a fixed rate, inclusive of all towing, processing and disposal costs.

C. Boat Removal and Disposal

Boats severely damaged by the disaster event and abandoned in or on the canals and lakes of the County shall be collected by the CONTRACTOR(s), processed for removal and disposal of hazardous materials in accordance with applicable regulations, demolished and transported to a suitable location for final disposal. The County shall determine the vessels to be removed, shall establish that they have been legally abandoned by their owners, and shall take other necessary steps as required by law before directing the CONTRACTOR(s) to remove and dispose of the vessel. The CONTRACTOR(s) is otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process. The CONTRACTOR(s) shall be reimbursed at a fixed rate for this service.

D. Emergency Potable Water

The CONTRACTOR(s) shall provide the County with whole pallets of individually bottled drinking water. The County shall instruct the CONTRACTOR(s) as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. This may include public distribution of this water. The CONTRACTOR(s) shall be reimbursed at a fixed rate for this service.

E. Emergency Delivery of Ice

The CONTRACTOR(s) shall provide the County with whole pallets of cubed ice made from potable water in individually packaged sacks of between 5 and 10 pounds. The County shall instruct the CONTRACTOR(s) as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. This may include public distribution of these commodities. The CONTRACTOR(s) shall be reimbursed at a fixed rate for this service.

F. **Temporary Bathrooms**

The CONTRACTOR(s) shall provide portable toilets/ port-o-lets including regularly scheduled maintenance, pick- up and disposal as may be necessary. The CONTRACTOR(s) shall be reimbursed at a fixed rate for this service.

G. **Temporary Satellite Communications**

The CONTRACTOR(s) shall provide one or multiple portable satellite phones and a minimum of 1.2-meter satellite uplink/downlink (minimum 5 mbps uplink/20 mbps downlink) communications capable of voice, text messaging, data transfer and Internet access for use by County personnel in the event of failure of other communications systems at one or multiple locations. The units shall be rented/leased to the County and shall be fully equipped and maintained by the CONTRACTOR(s). The units shall be fully operational upon delivery to the County, without further action by the County. The CONTRACTOR(s) shall be reimbursed at a fixed rate for this service.

H. **Sewer, Culvert and Catch Basin Cleaning**

The CONTRACTOR(s) shall provide all personnel, vehicles, equipment and supplies to clean disaster- related debris, including sand and mud, from storm sewers, culverts, catch basins and draining canals. The County shall designate the storm water systems to be cleaned. The CONTRACTOR(s) shall be reimbursed at a fixed rate for this service.

I. **Logistics and Planning Activities**

1. The County may require Logistical and Planning Support during any phase of a disaster or to support a localized incident. As a reminder- this portion of the Respondents proposal shall be considered separately and not reflected in the cost proposal in Exhibit B. Exhibit C shall be computed based on a twelve (12) hour day. This section shall be considered for the purpose of determining CONTRACTOR(s) capability in the evaluation.

In the proposal Respondents shall list experience and reflect the ability to provide the following services/activities.

2. The CONTRACTOR(S) may, through separate task orders or NTP be requested to provide the following, but not limited to:
   a. Planning, Set up and Management of:
      i. County Logistic Staging Areas
      ii. Base Camps to support up to 500 responders.
      (Temporary office space, showers, toilets, a/c equipped sleeping quarters, mess facilities)
      iii. Comfort Stations for responders and citizens
      iv. Temporary Housing for responders and citizens
   b. Generators of various sizes and portable lighting.
   c. Transportation Support (trucking and static support asset).
   d. Personnel both professional and support to:
      i. Augment County staff
      ii. Conduct Damage Assessment
      iii. Conduct Inspection activities for road, bridges and demolition.

RESTRICTION OF EQUIPMENT AND PERSONNEL

While Equipment and personnel are assigned to work under this contract, such equipment and personnel cannot be used for any other debris management services within Nassau County.

END OF SCOPE OF WORK

EXHIBIT B—COST PROPOSAL
PRICE PROPOSAL FORM

NC23-036 DISASTER DEBRIS MANAGEMENT (REMOVAL SERVICES)

The Proposer shall provide all labor, tools, equipment, mobilization, demobilization and other resources required to complete the requirements of the scope of services for the unit prices listed (including overhead and profit), including but not limited to the following requirements:

1. a. Removal, hauling, temporary storage and processing of all eligible debris and/or residue at the TDSRS, as specified in the RFP

	Estimated Qty.	Unit	Unit Price	Extended Price
	1,800,000	Cubic Yard	$ 13.33	$ 23,994,000.00
TOTAL ESTIMATED PRICE ITEM 1a				$ 23,994,000.00

b. Management and final disposal of all eligible debris and/or residue at the TDSRS

	Estimated Qty.	Unit	Unit Price	Extended Price
	1,800,000	Cubic Yard	$ 1.98	$ 3,564,000.00
TOTAL ESTIMATED PRICE ITEM 1b				$ 3,564,000.00
TOTAL ESTIMATED PRICE ITEM 1a and 1b				$ 27,558,000.00

2. Temporary storage, processing, management and final disposal of all debris and/or residue delivered to the TDSRS or citizen sites by the County or citizens.

	Estimated Qty.	Unit	Unit Price	Extended Price
	20,000	Cubic Yard	$ 5.18	$ 103,600.00
TOTAL ESTIMATED COST ITEM 2				$ 103,600.00

3. HAZARDOUS STUMPS, AS SPECIFIED (To include any fill dirt and seeding required to level and restore the removal area)

Diameter	Estimated Qty.	Unit	Unit Price	Extended Price
24" to 48"	1,000	Each	$ 175.00	$ 175,000.00
Greater than 48"	10	Each	$ 245.00	$ 2,450.00
TOTAL ESTIMATED PRICE ITEM 3				$ 177,450.00
TOTAL ESTIMATED PRICE PROPOSAL, ITEMS 1a, 1b, 2 AND 3				**$ 27,839,050.00**

The Price Evaluation shall be based on Exhibit B – Price Proposal.

The hourly rates in Exhibit C of this price proposal are for future use if additional services are necessary for the County during the term of the contract. They shall not be a factor in the evaluation. However, the County reserves the right to take into consideration these prices if these prices are deemed to be non- competitive.

EXHIBIT C—OPTIONAL LOGISTICS AND PLANNING ACTIVITIES		
All Equipment Rates listed below include operator, fuel and maintenance costs.		
Equipment	**Hourly Rate**	**Day Rate**
35 Ton Crane, Grove GMK2035, or Equal	$ 345.00	$ 2,760.00
Stump Grinder, Vermeer SC752 or Equal	$ 65.00	$ 520.00
Stump Grinder, Vermeer SC60TX or Equal	$ 85.00	$ 680.00
Track hoe, John Deere 200LC or Equal	$ 175.00	$ 1,400.00
Wheel Loader, John Deere 644 or Equal	$ 149.00	$ 1,192.00
Dozer, Caterpillar D-6R or Equal	$ 167.00	$ 1,336.00
Front End Loader, John Deere 544 or Equal	$ 138.00	$ 1,104.00
Rubber Tire Backhoe, John Deere 410G or Equal	$ 125.00	$ 1,000.00
Motor Grader, John Deere 670 or Equal	$ 145.00	$ 1,160.00
Skid Steer Loader, 2,700 lb. Lift Capacity w/ Grapple Bucket	$ 102.00	$ 816.00
Tractor with Box Blade	$ 105.00	$ 840.00
50' Bucket Truck	$ 235.00	$ 1,880.00
Equipment Transport (Tractor w/50-ton Lowboy Trailer)	$ 118.00	$ 944.00
5-14 Cubic Yard Dump Truck	$ 85.00	$ 680.00
15-24 Cubic Yard Dump Truck	$ 90.00	$ 720.00
25-34 Cubic Yard Dump Truck	$ 95.00	$ 760.00
35+ Cubic Yard Dump Truck	$ 105.00	$ 840.00
Tub Grinder, Diamond Z or Equal	$ 415.00	$ 3,320.00
Water Truck (2,000 Gallon)	$ 105.00	$ 840.00
Pickup Truck	$ 20.00	$ 160.00
Pickup Truck, Extended Cab	$ 22.00	$ 176.00
Pickup Truck, 4X4	$ 25.00	$ 200.00
Pickup Truck, 1 Ton	$ 28.00	$ 224.00
Box Truck	$ 48.00	$ 384.00
Passenger Car	$ 20.00	$ 160.00
20' Response Trailer	$ 55.00	$ 440.00
36' Response Trailer	$ 70.00	$ 560.00
Office Trailer	$ 35.00	$ 280.00

EXHIBIT C—OPTIONAL LOGISTICS AND PLANNING ACTIVITIES		
All Equipment Rates listed below include operator, fuel and maintenance costs.		
Equipment	**Hourly Rate**	**Day Rate**
Flatbed Trailer, 10 Ton w/Pinole Hitch	$ 35.00	$ 280.00
12' Work Boat w/Motor	$ 95.00	$ 760.00
12' Work Boat wo/Motor	$ 35.00	$ 280.00
Vacuum Truck, 3,500 Gallon	$ 315.00	$ 2,520.00
Hand Operated Transfer Pump	$ 20.00	$ 160.00
1" Diaphragm Pump	$ 45.00	$ 360.00
2" Diaphragm Pump	$ 55.00	$ 440.00
2" Diaphragm Pump S.S.	$ 60.00	$ 480.00
3" Diaphragm Pump	$ 65.00	$ 520.00
6" Diaphragm Pump	$ 85.00	$ 680.00
1" Suction or Discharge Hose	$ 2.00	$ 16.00
2" Suction or Discharge Hose	$ 2.00	$ 16.00
3" Suction or Discharge Hose	$ 3.00	$ 24.00
6" Suction or Discharge Hose	$ 4.00	$ 32.00
2" Chemical Suction or Discharge Hose	$ 2.50	$ 20.00
3" Chemical Suction or Discharge Hose	$ 3.50	$ 28.00
6" Chemical Suction or Discharge Hose	$ 5.00	$ 40.00
185 CFM Compressor	$ 30.00	$ 240.00
Air-hose Section, 50 feet	$ 12.00	$ 96.00
Portable Lighting trailer	$ 35.00	$ 280.00
Diesel Powered Generator, 60kw - 80kw, 3 phase, 240/480 volt, trailer mounted, including 50' of cabling w/plug	$ 345.00	$ 2,760.00
Electrical Cable Section (50')	$ 8.00	$ 64.00

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT C—OPTIONAL LOGISTICS AND PLANNING ACTIVITIES		
All Equipment Rates listed below include operator, fuel and maintenance costs.		
Equipment	**Item/Hourly Rate**	**Day Rate**
HEPA Vac	$ 45.00	$ 360.00
Traffic Control Vest, Cones, Flags, Barrels, etc.	$ 5.00	$ 40.00

Extension Ladder, 28' – 35'	$ 10.00	$ 80.00
Portable Toilet	$ 10.00	$ 80.00
Mechanized Broom	$ 165.00	$ 1,320.00
4 mil 20X100 Polyethylene	$ 185.00	$ 1,480.00
6 mil 20X100 Polyethylene	$ 300.00	$ 2,400.00
6 mil Bags	$ 10.00	$ 80.00
55 – Gallon Drum, CEP-SD55THNEW, or equal	$ 135.00	$ 1,080.00
55 – Gallon Drum Liners, 10 mil	$ 20.00	$ 160.00
Fiber Drums, CEP-FIB30L, or equal	$ 95.00	$ 760.00
30 Gallon Over-pack, CEP-1230YE, or equal	$ 185.00	$ 1,480.00
95 Gallon Poly Over-pack, CEP1237YE, or equal	$ 365.00	$ 2,920.00

EXHIBIT C—OPTIONAL LOGISTICS AND PLANNING ACTIVITIES		
Personnel	**Hourly Rate**	**Day Rate**
Climber with Gear	$ 60.00	$ 480.00
Operator with Chainsaw / chaps	$ 52.00	$ 416.00
Survey Personnel with Vehicle	$ 75.00	$ 600.00
Maintenance of Traffic Personnel	$ 60.00	$ 480.00
Laborer	$ 47.00	$ 376.00
Field Hazardous Material Technician	$ 56.00	$ 448.00
Certified Health and Safety Specialist	$ 84.00	$ 672.00

EXHIBIT C—OPTIONAL LOGISTICS AND PLANNING ACTIVITIES		
Personnel	**Hourly Rate**	**Day Rate**
NIMS Qualified Section Chief (OSC, LSC, PSC)	$ 105.00	$ 840.00
County Staging Area Manager	$ 70.00	$ 560.00
Project Manager	$ 95.00	$ 760.00
Chemist	$ 95.00	$ 760.00
Heavy Equipment Operator	$ 70.00	$ 560.00
Asbestos Abatement Supervisor	$ 80.00	$ 640.00
Asbestos Abatement Worker	$ 72.00	$ 576.00

Asbestos Inspector		$ 80.00	$ 640.00
Truck Driver		$ 58.00	$ 464.00
ADDITIONAL SERVICES		
	Unit	**Unit Price**
Storm Sewer Cleaning	Foot	$ 21.75
White Goods, Remove and Dispose of each Appliance, regardless of size	Each	$ 55.00
Freon Recovery	Pound	$ 44.00
Dead Animal Removal and Disposal	Pound	$ 1.75

THE ABOVE RATES INCLUDE SALARY COSTS, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN & PROFIT.

***Attach Additional Pricing Sheets, if necessary.**

Tia Laurie

Authorized Signature

Tia Laurie, Corporate Secretary

Printed Name & Title

Ceres Environmental Services, Inc.

Company Name

(800) 218-4424

Primary Phone #

(866) 228-5636

Fax #

41-1816075

Federal ID# or SS#

5/17/2023

Date

6968 Professional Parkway

Street Address

Sarasota

County

Sarasota, FL

City, State

34240

Zip Code

AGENDA ITEM REPORT
TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: November 5, 2026

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

SUBJECT: Town Council approval of Septic Exception Application No. 20261019.1 allowing for a septic system to be placed within the Town Boundaries to serve a new Dwelling Unit, Parcel ID No. 08-3N-24-2380-0208-0010, STF Capital Group LLC.

BACKGROUND:
On August 4, 2026, a development investigation was submitted for a single-family residence. The recommendation of the Public Works Department was for a septic tank exception. The closest location for sewer is West 4th Avenue at Georgia Street, approximately 3,520 feet away. Gravity sewer is not an option due to distance and an inability to make needed fall. This has resulted in a septic exception application being submitted.

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 No. 20261019.1 allowing for a septic system to be placed within the Town Boundaries to serve a new Dwelling Unit, Parcel ID No. 08-3N-24-2380-0208-0010, STF Capital Group LLC., with the following exception: Public Works and/or the Land Use Administrator of the Town of Hilliard must approve proposed/staking 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.

TOWN OF HILLIARD
SEPTIC TANK EXCPETION APPLICATION
15859 W CR 108 Hilliard, FL 32046
Phone: 904-845-3555 | cs@townofhilliard.com

For Staff Only
File #: 20261019 .1
Application Fee: $ 250.00
Payment Processed By:

Septic Tank Exception Application

A. PROJECT

1. Project Name: 27057 W Twelfth Av Hilliard FL 32046
2. Address of Subject Property: 27057 W Twelfth Av Hilliard FL 32046
3. Parcel Number(s): 08-3N-24-2380-0208-0010;08-3N-24-2380-0208-0040
4. Existing Use of Property:
5. Future Land Use Map Designation:
6. Zoning Designation: R-2
7. Acreage: 0.03657

B. APPLICANT / CONTRACTOR*

1. Applicant's Status: ☑ Owner (title holder) ☐ Agent
2. Name of Applicant(s) or Contact Person(s): Patrick Flynn Title: Manager
   Company (if applicable): STF CAPITAL GROUP LLC
   Mailing address: 2144 Roselle St., Jacksonville Florida 32204
   City: Jacksonville State: Florida ZIP: 32204
   Telephone: (904) 906-4073 E-mail: stfcg@flight.builders
3. Contractor:
   Name of Contractor: Flight Builders
   Company (if applicable): Flight Builders
   Mailing address: 2144 Roselle St., Jacksonville Florida 32204
   City: Jacksonville State: Florida ZIP: 32204
   Telephone: (904) 906-4073 E-mail: stfcg@flight.builders

*** 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:
   i. Name, location, owner, and designer of the proposed development.
   ii. Vicinity map - indicating general location of the site and all abutting streets and properties.
   iii. Statement of Proposed Uses.
   iv. 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.
   v. Date, north arrow, and graphic scale (not to exceed one (1) inch equal to fifty (50) feet).
   vi. Area and dimensions of site.

TOWN OF HILLIARD
SEPTIC TANK EXCPETION APPLICATION
15859 W CR 108 Hilliard, FL 32046
Phone: 904-845-3555 | cs@townofhilliard.com

vii. Location of all property lines, existing right-of-way approaches, sidewalks, curbs, and gutters.
viii. Access and points of connection to utilities (electric, potable water, sanitary sewer, gas, etc.).
ix. Structures and major features – fully dimensioned – including setbacks, distances between structures, floor area, width of driveways and lot coverage.

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.

All attachments are required for a complete application. A completeness review of the application will be conducted within ten (10) business days of receipt. If the application is determined to be incomplete, the applicant will be required to provide the needed documents prior to approval of work. Work prior to approval will result in a Code Enforcement Violation.

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

Pat Flynn manager
Typed or printed name and title of applicant

Typed or printed name of co-applicant

10/6/26
Date

Date

State of FL County of Duval

The foregoing application is acknowledged before me this 6th day of October, 20 26, by Pat Flynn, who is/are personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL

BENJAMIN F. HARTUNG
MY COMMISSION # HH652510
EXPIRES: March 30, 2029

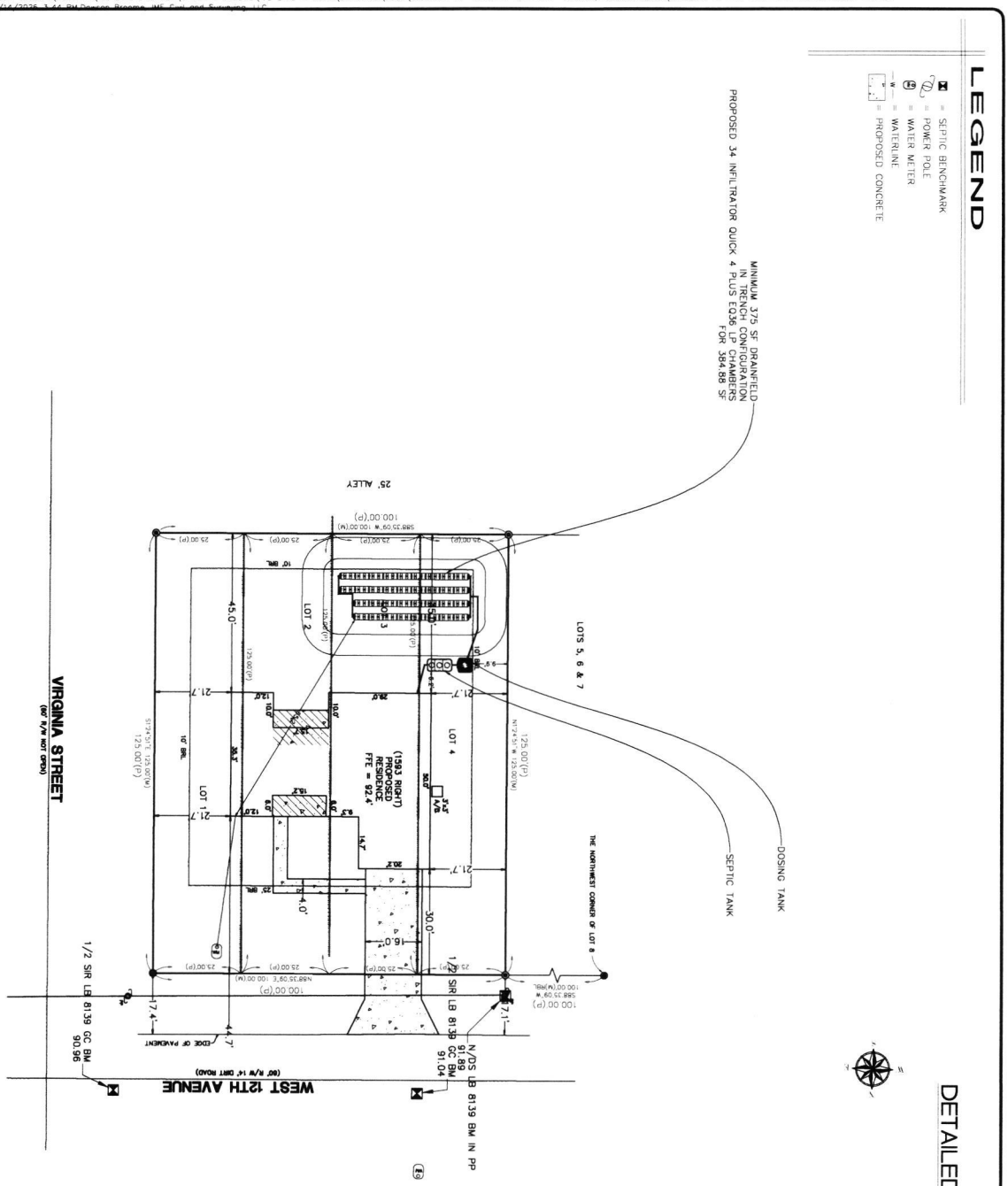
Signature of Notary Public, State of FL

C:\USERS\DAWSON.BRODME\DESKTOP\IME CIVIL DROPBOX\CHARLES BRODME\IME CIVIL - WORK\DRAWINGS\2026\092326.5 FB 27057 W 12TH AVE HILLIARD, FLORIDA 32046\092326.5 FB - D WEST 12TH AVENUE 32046 - PLOT PLAN.DWG 2/10/26 3:44 PM Dawson Brodme, IME Civil and Surveying, LLC

DETAILED SEPTIC PLAN

LEGEND

- = SEPTIC BENCHMARK
- = POWER POLE
- = WATER METER
- = WATERLINE
- = PROPOSED CONCRETE



ONSITE WASTEWATER TREATMENT SYSTEM
27057 W 12TH AVE

NASSAU COUNTY
FLORIDA

C-1

IME CIVIL & SURVEYING
200 BUSINESS PARK CIR SUITE 108
ST. AUGUSTINE, FL, 32095
(904) 429-7764
CA# 33025

KEVIN J. LILLY A.S.A., C.F.A
Nassau County Property Appraiser
Consistent, Fair, Efficient
WWW.NCPAFL.COM

October 6, 2026

RE: 08-3N-24-2380-0208-0010

To Whom It May Concern,

This letter is serving as notification that the property address for the parcel referenced above, is 27057 W Twelfth Av Hilliard FL 32046.

This address is in compliance with our County Ordinance for 911 mapping.
If you have any questions, please call the GIS Mapping & Addressing Department at 904-491-7300.

Katelyn Holton, C.F.E.
911 Mapping & Addressing Specialist
Nassau County Property Appraiser's Office
kholton@ncpafl.com

ITEM-6

KEVIN J. LILLY ASA, CFA
Nassau County Property Appraiser
Consistent, Fair, Efficient

Parcel 08-3N-24-2380-0208-0010

Owners

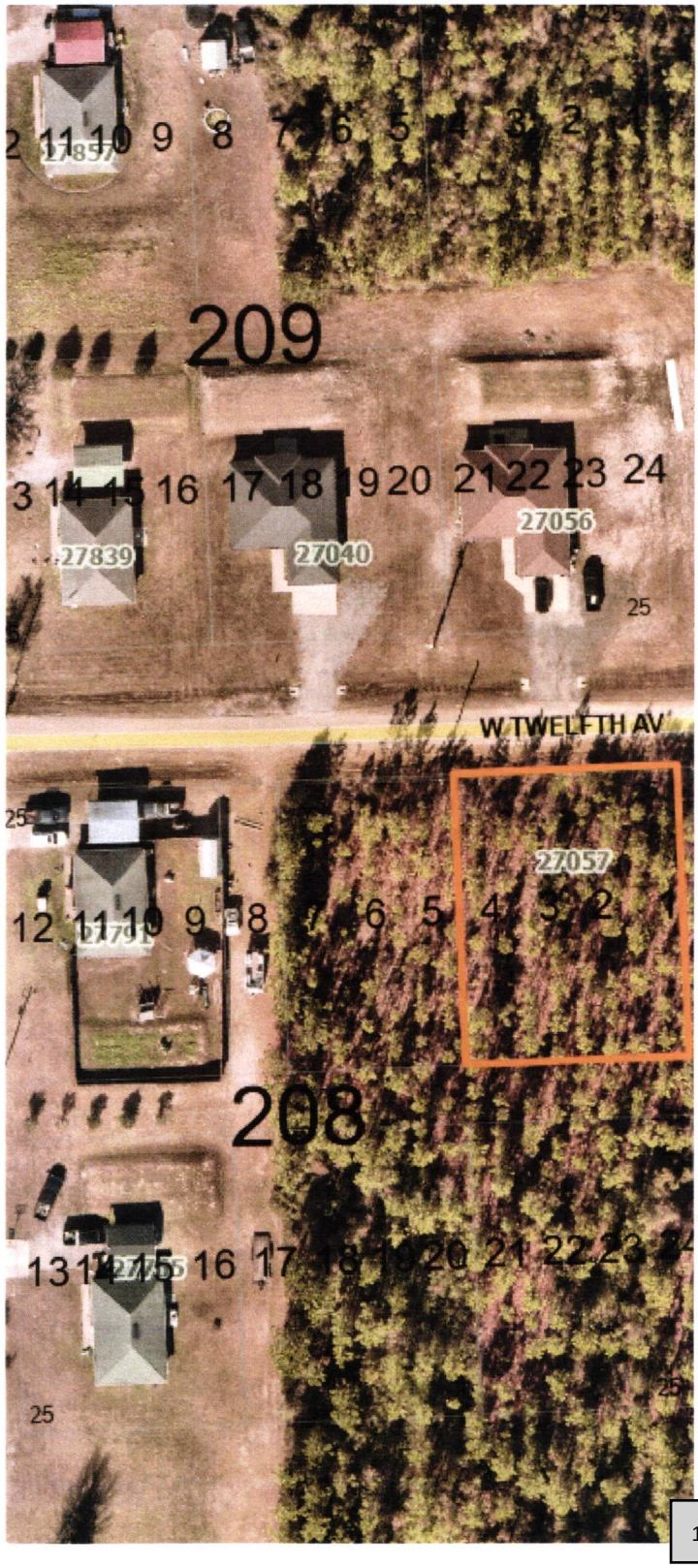
STF CAPITAL GROUP LLC
2144 ROSSELLE ST
JACKSONVILLE, FL 32204

Parcel Summary

Situs Address	11TH & 12TH AV
Use Code	5500: TIMBERLAND 80-89
Tax District	3: Hilliard
Acreage	0.286
Section	8
Township	3N
Range	24
Subdivision	HILLIARD TERRACE
Exemptions	None
Lineage	Combined from: 08-3N-24-2380-0208-0010 08-3N-24-2380-0208-0040

Short Legal

BLK 208 LOTS 1 THRU 4
TOWN OF HILLIARD WEST S/D OF
SEC 8-3N-24E PBK 1/17

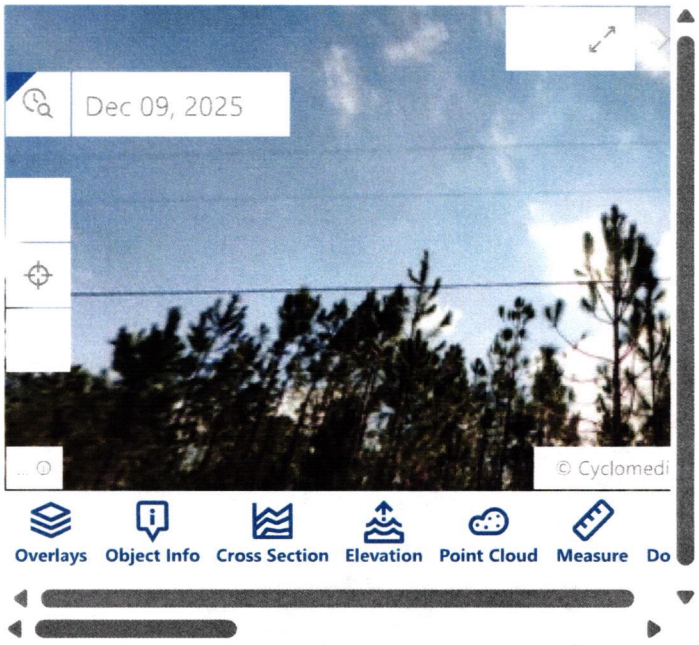


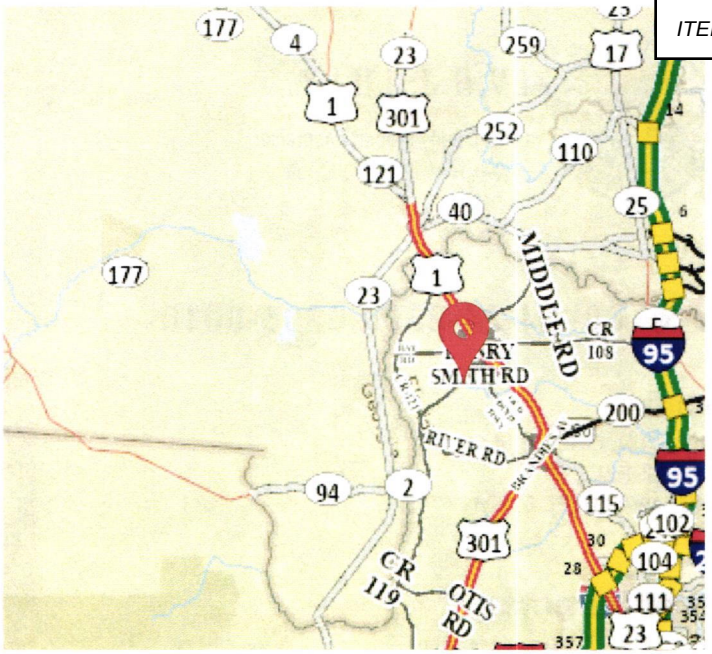
Values

	2025 Certified Values	2026 Preliminary Values
Land Value *	$35,000	$147
(+) Improved Value	$0	$0
(=) Market Value	$35,000	$34,500
(-) Agricultural Classification	$0	$147
(-) SOH or Non-Hx* Capped Savings **	$9,242	$0
(=) School Assessed Value	$35,000	$147
County Assessed Value	$25,758	$147
(-) School Exemptions	$0	$0
(-) Non-school Exemptions	$0	$0
(=) School Taxable Value ***	$35,000	$147
(=) County Taxable Value	$25,758	$147

Note - 10% Cap does not apply to School Taxable Value

ITEM-6





Document/Transfer/Sales History

Instrument / Official Record	Date	Q/U	V/I	Sale Price	Grantor	Grantee
WD 2895/1598	2026-09-15	Q	Vacant	$42,700	DAYSPRING PROPERTY SERVICES LLC	STF CAPITAL GROUP LLC
TX 2712/9	2024-05-14	U	Vacant	$2,000	TAX COLLECTOR	DAYSPRING PROPERTY SERVICES LLC
WD 2654/891	2023-07-17	U	Vacant	$435,000	FRANKLIN MICHAEL & VICKIE V	DAYSPRING PROPERTY SERVICES LLC
QC 1255/1861	2004-08-30	Q	Vacant	$23,200	TIITF/STATE OF FLORIDA	FRANKLIN MICHAEL & VICKIE V

Buildings

None

Land Lines

Code	Description	Zone	Front	Depth	Units	Rate/Unit	Acreage	Total Adj	Value
005501	TIMBER 2 P SI 80-89	R-2	100.00	125.00	0.29	$515.00/AC	0.29	1.00	$147
009910	MARKET VALUE AGRICULTURAL	R-2	100.00	125.00	100.00	$345.00/FF	0.29	1.00	$34,500

Personal Property

None

TRIM Notices

2026
2025
2024

Property Record Cards

2026
2025
2024

LEGEND

= SITE BENCHMARK	A/C = AIR CONDITIONER ON PAD
= SET 1/2" IRON ROD LB#8139	STY = STORY
= FOUND 1/2" IRON ROD YC LB#7039	JEA = JACKSONVILLE ELECTRIC AUTHORITY
= FOUND 1/2" IRON PIPE WITH NO IDENTIFICATION	BRL = BUILDING RESTRICTION LINE (SETBACK) LINE
= POWER POLE	R/W = RIGHT-OF-WAY LINE
= OVERHEAD WIRE	EODR = EDGE OF DIRT ROAD
= EXISTING ELEVATION	TOB = TOP OF BANK
10.0 = PROPOSED ELEVATION	PSM = PROFESSIONAL SURVEYOR AND MAPPER
= EXISTING GROUND ELEVATIONS	LB = LICENSED SURVEY BUSINESS
= EXISTING DRAINAGE FLOW	YC = YELLOW-CAPPED
= PROPOSED CONCRETE	RBL = REFERENCE BEARING LINE
= PROPOSED COVERED	(P) = PLAT CALL
	(M) = FIELD MEASURED VALUE

SURVEYOR'S NOTES:

1. Legal Description has been furnished by client and/or his/her agents.
2. No Title Opinion or Abstract of Matters Affecting the Title or Boundary to the Subject Property have been provided. It IS possible that there could exist Deeds of Record, Unrecorded Deeds, Easements (especially any easements/documents recorded AFTER Plat Recordation) or other instruments that could affect this property.)
3. Measurements hereon are in accordance with U.S. Standard Feet, data acquired with Theodolite and Steel Tape, or with Technologically Superior Equipment utilizing Redundant Techniques.
4. MEASURED BEARINGS HEREON ARE BASED ON A FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARK "KERG" AND "FLMC", WHICH WERE DERIVED FROM A GLOBAL POSITIONING SYSTEM (GPS) REAL-TIME KINEMATIC (RTK) SURVEY. A SOKKIA GCX3 GPS RECEIVER WAS USED AS A ROVER, RTK CORRECTIONS WERE OBTAINED FROM THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN). COORDINATES OBTAINED FROM THE GPS SURVEY ARE REFERENCE TO NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000).
5. Contiguous lots lie in same block, unit, phase, section etc. unless noted.
6. Type of Survey: PLOT PLAN -- SHOWING BOUNDARY TOPO AND TREE.
7. Stated Legal Purpose of Survey: Acquisition, Sale, Mortgage, Permits, Planning.
8. No Flood Zone Determination has been made or requested for this property during the course of this Survey.
9. This Survey is not intended to Locate any subsurface/underground objects, improvements, foundations or encroachments. Survey reflects above-ground features and improvements only.
10. This Survey Does NOT Reflect or Determine Ownership of land or fences.
11. This Survey is NOT Insured for Multiple uses. Fiduciary and all other obligations are limited to Certifyees listed hereon utilizing Survey for purposes listed in Item 7 Above. See Note Above Signature Block.
12. Construct Improvements to Iron Markers as Described Only. Wooden Stakes/Wire Flags are NOT Property Corners.
13. All Above-ground Evidences of Utilities lie Within their respective easements unless noted.
14. Proposed Building Dimensions and their ties to adjacent property or other lines are copied from provided plans.
15. Elevations if shown are based on the North American Vertical Datum of 1988.
16. Dimensions for the proposed residence shown hereon are from the provided foundation plan.
17. See house plan "1593 RIGHT" for additional details.
18. Plat hereon contains no angles or bearings for comparison to field measured values.
19. Current FEMA F.I.R. Maps show property in FLOOD ZONE "X", according to flood insurance rate map panel: #12089C0130F, effective on 12/17/2010.

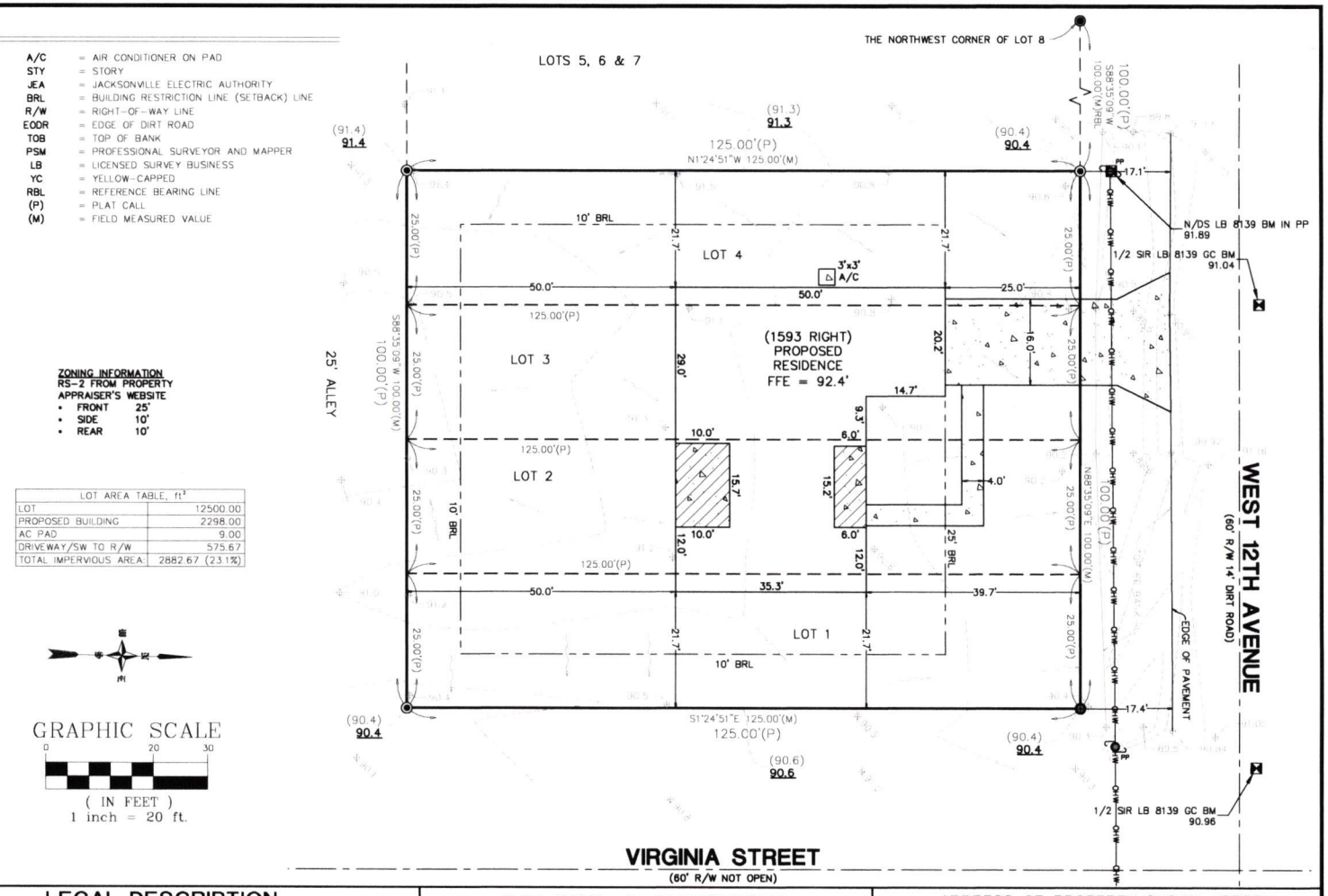
ZONING INFORMATION
RS-2 FROM PROPERTY APPRAISER'S WEBSITE
- FRONT 25'
- SIDE 10'
- REAR 10'

LOT AREA TABLE, ft²	
LOT	12500.00
PROPOSED BUILDING	2298.00
AC PAD	9.00
DRIVEWAY/SW TO R/W	575.67
TOTAL IMPERVIOUS AREA:	2882.67 (23.1%)

GRAPHIC SCALE
0 20 30
(IN FEET)
1 inch = 20 ft.

Special Note - Liability Notice

NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN IN TITLE AND CERTIFICATION BLOCKS BELOW. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY IN ANY MANNER WHATSOEVER, WITHOUT THE WRITTEN CONSENT OF THE SIGNING SURVEYOR. SEE SURVEYOR'S NOTE #11 HEREON.



Surveyor's Certification

REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH THE EMBOSSED SEAL OF THE SIGNING SURVEYOR. THE SURVEY REPRESENTED HEREON CONFORMS TO THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN ACCORDANCE WITH CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Digitally signed by 8d029e07-a65b-41ae-8473-ba5b129e2ad6
Date: 2026.10.02 13:54:15 -04'00'

Brandon D Shugart
State of Florida Professional Surveyor and Mapper
License No. 7009

Signature Date

Brandon D. Shugart, PSM #7009
Surveyor and Mapper #

LEGAL DESCRIPTION

LOTS 1, 2, 3, AND 4, BLOCK 208, PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 17, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

PLOT PLAN SHOWING BOUNDARY SURVEY AND TOPOGRAPHIC AND TREE

IME CIVIL & SURVEYING
an NCA Company
200 BUSINESS PARK CIRCLE, SUITE 108
ST AUGUSTINE, FLORIDA 32095
WWW.IMECIVIL.COM
904-429-7764
Licensed Survey Business #8139
Certificate of Authorization #33025

© Copyright
Do not copy or reproduce without permission.

ADDRESS OF PROPERTY SHOWN HEREON:
FOR: FLIGHT BUILDERS
AT: 0 WEST 12TH AVENUE
HILLIARD, FL 32046

Drawn By: VG
Field Survey Date: 10/01/2026
FB/PG: 200RB-34
Scale 1" = 20 Feet
Drawing/File #: 092326.5

Additional Information/Certifications:
XXXXX

C:\USERS\DYLAN\ONEDRIVE\DESKTOP\092326.5 FB - 0 WEST 12TH AVENUE 32046 - LOTS 1-4_TOPO & TREE - COPY\092326.5 FB - 0 WEST 12TH AVENUE 32046 - LOTS 1-4.DWG,Plot Plan,10/2/2026 1:09 PM,dylan, IME Civil and Surveying, LLC

LEGEND

- = SITE BENCHMARK
- = SET 1/2" IRON ROD LB#8139
- = FOUND 1/2" IRON ROD YC LB#7039
- = FOUND 1/2" IRON PIPE WITH NO IDENTIFICATION
- = POWER POLE
- OHW = OVERHEAD WIRE
- = EXISTING ELEVATION
- 10.0 = PROPOSED ELEVATION
- = EXISTING GROUND ELEVATIONS
- = EXISTING DRAINAGE FLOW
- = PROPOSED CONCRETE
- = PROPOSED COVERED

A/C	= AIR CONDITIONER ON PAD
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JEA	= JACKSONVILLE ELECTRIC AUTHORITY
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(P)	= PLAT CALL
(M)	= FIELD MEASURED VALUE

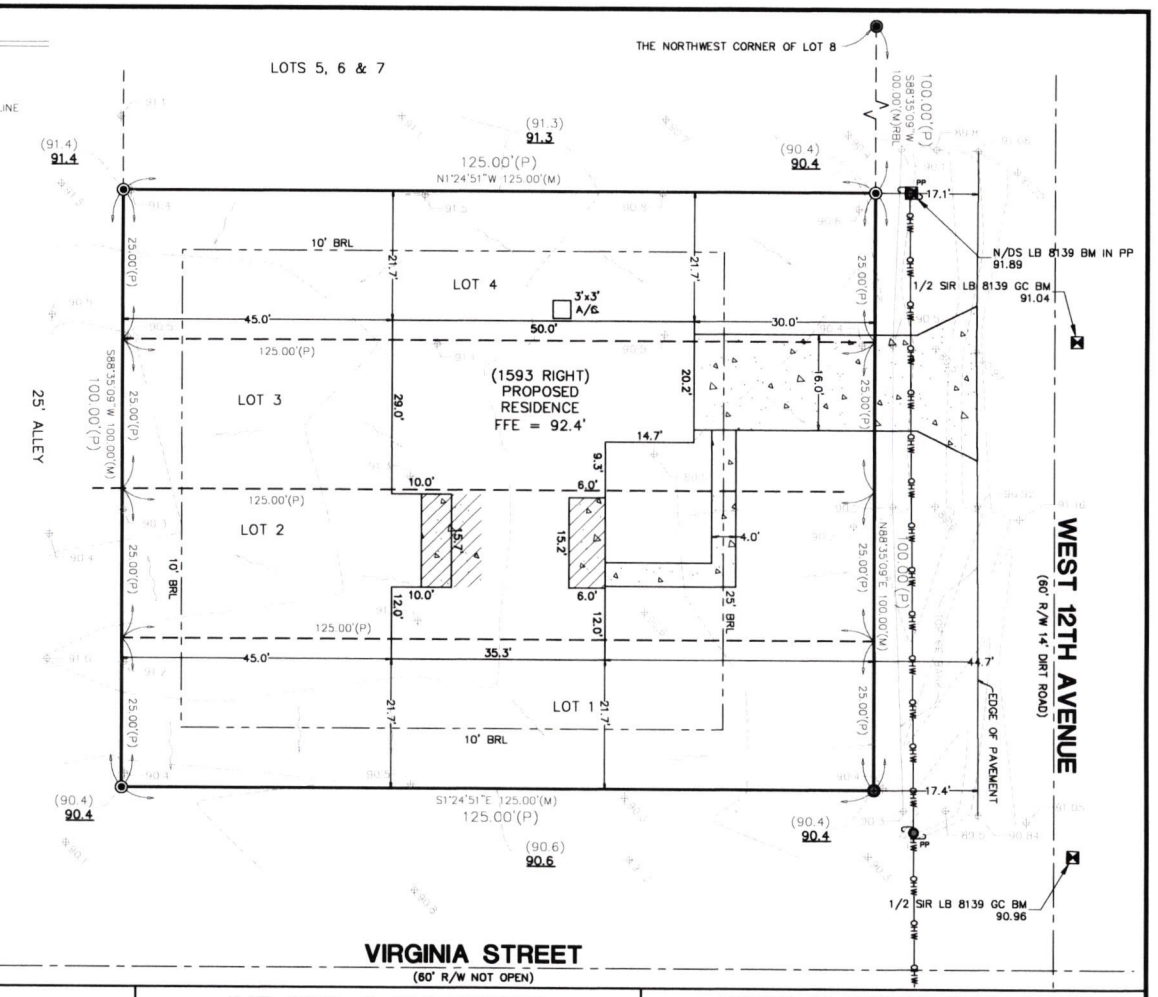
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2. No Title Opinion or Abstract of Matters Affecting the Title or Boundary to the Subject Property have been provided. It IS possible that there could exist Deeds of Record, Unrecorded Deeds, Easements (especially any easements/documents recorded AFTER Plat Recordation) or other instruments that could affect this property.)
3. Measurements hereon are in accordance with U.S. Standard Feet, data acquired with Theodolite and Steel Tape, or with Technologically Superior Equipment utilizing Redundant Techniques.
4. MEASURED BEARINGS HEREON ARE BASED ON A FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARK "KERG" AND "FLMC", WHICH WERE DERIVED FROM A GLOBAL POSITIONING SYSTEM (GPS) REAL-TIME KINEMATIC (RTK) SURVEY. A SOKKIA GCX3 GPS RECEIVER WAS USED AS A ROVER; RTK CORRECTIONS WERE OBTAINED FROM THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN). COORDINATES OBTAINED FROM THE GPS SURVEY ARE REFERENCE TO NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000).
5. Contiguous lots lie in same block, unit, phase, section etc. unless noted.
6. Type of Survey: PLOT PLAN - SHOWING BOUNDARY TOPO AND TREE
7. Stated Legal Purpose of Survey: Acquisition, Sale, Mortgage, Permits, Planning.
8. No Flood Zone Determination has been made or requested for this property during the course of this Survey.
9. This Survey is not intended to Locate any subsurface/underground objects, improvements, foundations or encroachments. Survey reflects above-ground features and improvements only.
10. This Survey Does NOT Reflect or Determine Ownership of land or fences.
11. This Survey is NOT Insured for Multiple uses. Fiduciary and all other obligations are limited to Certifyees listed hereon utilizing Survey for purposes listed in item 7 Above. See Note Above Signature Block.
12. Construct Improvements to Iron Markers as Described Only. Wooden Stakes/Wire Flags are NOT Property Corners.
13. All Above-ground Evidences of Utilities lie Within their respective easements unless noted.
14. Proposed Building Dimensions and their ties to adjacent property or other lines are copied from provided plans.
15. Elevations if shown are based on the North American Vertical Datum of 1988.
16. Dimensions for the proposed residence shown hereon are from the provided foundation plan.
17. See house plan "1593 RIGHT" for additional details.
18. Plat hereon contains no angles or bearings for comparison to field measured values.
19. Current FEMA F.I.R. Maps show property in FLOOD ZONE "X", according to flood insurance rate map panel: #12089C0130F, effective on 12/17/2010.

ZONING INFORMATION
RS-2 FROM PROPERTY APPRAISER'S WEBSITE
- FRONT 25'
- SIDE 10'
- REAR 10'

LOT AREA TABLE, ft²	
LOT	12500.00
PROPOSED BUILDING	2298.00
AC PAD	9.00
DRIVEWAY/SW TO R/W	655.67
TOTAL IMPERVIOUS AREA	2962.67 (23.7%)

GRAPHIC SCALE
0 20 30
(IN FEET)
1 inch = 20 ft.



Special Note - Liability Notice

NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN IN TITLE AND CERTIFICATION BLOCKS BELOW. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY IN ANY MANNER WHATSOEVER, WITHOUT THE WRITTEN CONSENT OF THE SIGNING SURVEYOR. SEE SURVEYOR'S NOTE #11 HEREON.

Surveyor's Certification

REPRODUCTIONS OF THIS SURVEY ARE NOT VALID UNLESS SEALED WITH THE EMBOSSED SEAL OF THE SIGNING SURVEYOR.

THE SURVEY SHOWN HEREON COMPLIES TO THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES. I FURTHER CERTIFY THAT THIS SURVEY WAS DONE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION IN ACCORDANCE WITH CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE.

Brandon D. Shugart
State of Florida Professional Surveyor and Mapper
License No. 7039

Signature Date: Digitally signed by Brandon Shugart Date: 2026.10.13 11:37:28 -04'00'

Brandon D. Shugart, PSM #7039
surveying@imecivil.com

LEGAL DESCRIPTION

LOTS 1, 2, 3, AND 4, BLOCK 208, PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 17, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

PLOT PLAN SHOWING BOUNDARY SURVEY AND TOPOGRAPHIC AND TREE

IME CIVIL & SURVEYING
an NCA Company
200 BUSINESS PARK CIRCLE, SUITE 108
ST AUGUSTINE, FLORIDA 32095
WWW.IMECIVIL.COM
904-429-7764
Licensed Survey Business #8139
Certificate of Authorization #33025

© Copyright
Do not copy or reproduce without permission

ADDRESS OF PROPERTY SHOWN HEREON:
FOR: FLIGHT BUILDERS
AT: 0 WEST 12TH AVENUE
HILLIARD, FL 32046

Drawn By:	VC	Scale: 1" = 20 Feet
Field Survey Date:	10/01/2026	Drawing/File # 092326.5
FB/PG	200RB-34	

Additional Information/Certifications:
XXXXX

C:\USERS\DYLAN.IME CIVIL DROPBOX\RANDY WORTHINGTON\IME CIVIL - WORK\DRAWINGS\2026\092326.5 FB - 0 WEST 12TH AVENUE 32046 - PLOT PLAN.DWG,Plot Date=10/8/2026 4:39 PM,Sysjet - IME Civil and Surveying, LLC

TOWN OF HILLIARD
15859 W CR 108 Hilliard, FL 32046
Phone: 904-675-6171 | buildingpermits@townofhilliard.com

For Staff Only
File #: 20260804
Application Fee: $ 150.00
Payment Processed By: C. Wingate

Development Investigation Application

A. PROJECT

1. Address of Subject Property: 0 11th & 12th Ave Hilliard, Florida 32046
2. Parcel ID Number(s): 08-3N-24-2380-0208-0010
3. Acreage of Project: 0.03657

B. APPLICANT

Name of Applicant(s) or Contact Person(s): Patrick Flynn Title: Manager

Company (if applicable): STF Capital Group LLC

Mailing address: 2144 Rosselle St., Jacksonville Florida 32204

City: Jacksonville State: Florida ZIP: 32204

Telephone: (904) 906-4073 E-mail: stfcg@flight.builders

C. ATTACHMENTS (One copy, no larger than 8 ½ x 11)

1. Site Plan of proposed development
2. Survey of proposed development (if available)
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. $150.00

No application shall be accepted for processing until the required application fee is paid in full.

All attachments are required for a complete application. A completeness review of the application will be conducted within ten (10) business days of receipt. If the application is determined to be incomplete, the applicant will be required to provide the needed documents prior to approval of work. Work prior to approval will result in a Code Enforcement Violation.

Applicant Signature

Patrick Flynn
Applicant Print

July 23, 2026
Date

Updated 1/2026

TOWN OF HILLIARD
15859 W CR 108 Hilliard, FL 32046
Phone: 904-675-6171 | buildingpermits@townofhilliard.com

For Staff Only

Zoning: R-2 – Single family Res.

Reviewed By: AW

Water Service Available yes

Location: W 12th Ave

Improvements Required for Water Service: Short tap

Reviewed By: CH

Sewer Service Available no

Location: none

Improvements Required for Sewer Service Septic Exception App to Town Council

Reviewed By: CH

Access onto Public Right of Way or Approved Private Road: ☐ Paved Road ☒ Unpaved Road

Improvements Required for Access Drive Way Permit W 12th Ave

Reviewed By: CH

Temporary Culvert needed during construction? ☒ Yes, Location? W 12th Ave ☐ No

AGENDA ITEM REPORT
TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: November 5, 2026

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

SUBJECT: Town Council approval of Septic Exception Application No. 20261019.2 allowing for a septic system to be placed within the Town Boundaries to serve a new Dwelling Unit, Parcel ID No. 08-3N-24-2380-0206-0150, STF Capital Group LLC.

BACKGROUND:
On August 4, 2026, a development investigation was submitted for a single-family residence. The recommendation of the Public Works Department was for a septic tank exception. The closest location for sewer is West 4th Avenue and Georgia Street, approximately 3,665 feet away. Gravity sewer is not an option due to distance and an inability to make needed fall. This has resulted in a septic exception application being submitted.

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 No. 20261019.2 allowing for a septic system to be placed within the Town Boundaries to serve a new Dwelling Unit, Parcel ID No. 08-3N-24-2380-0206-0150, STF Capital Group LLC., with the following exception: Public Works and/or the Land Use Administrator of the Town of Hilliard must approve proposed/staking 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.

TOWN OF HILLIARD
SEPTIC TANK EXCPETION APPLICATION
15859 W CR 108 Hilliard, FL 32046
Phone: 904-845-3555 | cs@townofhilliard.com

For Staff Only
File #: 2026101.2
Application Fee: $ 250.00
Payment Processed By:

Septic Tank Exception Application

A. PROJECT

1. Project Name: 0 Kentucky St & 11th Ave Hilliard, Florida 32046
2. Address of Subject Property: 0 Kentucky St.,11th Ave and 11th Ave W Hilliard, Florida 32046
3. Parcel Number(s): 08-3N-24-2380-0206-0130; 08-3N-24-2380-0206-0140; 08-3N-24-2380-0206-0150
4. Existing Use of Property:
5. Future Land Use Map Designation:
6. Zoning Designation: R-2
7. Acreage: 0.86088

B. APPLICANT / CONTRACTOR*

1. Applicant's Status: ☐ Owner (title holder) ☐ Agent
2. Name of Applicant(s) or Contact Person(s): Patrick Flynn Title: Manager
   Company (if applicable): STF Capital Group LLC
   Mailing address: 2144 Roselle St., Jacksonville, Florida 32204
   City: Jacksonville State: Florida ZIP: 32204
   Telephone: (904) 906 4073 E-mail: stfcg@flight.builders
3. Contractor:
   Name of Contractor: Flight Builders
   Company (if applicable): Flight Builders
   Mailing address: 2144 Roselle St., Jacksonville, Florida 32204
   City: Jacksonville State: Florida ZIP: 32204
   Telephone: (904) 906 4073 E-mail: stfcg@flight.builders

*** 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:
   i. Name, location, owner, and designer of the proposed development.
   ii. Vicinity map - indicating general location of the site and all abutting streets and properties.
   iii. Statement of Proposed Uses.
   iv. 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.
   v. Date, north arrow, and graphic scale (not to exceed one (1) inch equal to fifty (50) feet).
   vi. Area and dimensions of site.

TOWN OF HILLIARD
SEPTIC TANK EXCPETION APPLICATION
15859 W CR 108 Hilliard, FL 32046
Phone: 904-845-3555 | cs@townofhilliard.com

vii. Location of all property lines, existing right-of-way approaches, sidewalks, curbs, and gutters.
viii. Access and points of connection to utilities (electric, potable water, sanitary sewer, gas, etc.).
ix. Structures and major features – fully dimensioned – including setbacks, distances between structures, floor area, width of driveways and lot coverage.

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.

All attachments are required for a complete application. A completeness review of the application will be conducted within ten (10) business days of receipt. If the application is determined to be incomplete, the applicant will be required to provide the needed documents prior to approval of work. Work prior to approval will result in a Code Enforcement Violation.

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

Pat Flynn manager
Typed or printed name and title of applicant

Typed or printed name of co-applicant

9/1/25
Date

Date

State of FL

County of

The foregoing application is acknowledged before me this 1st day of Sept, 20 25, by Pat Flynn, who is/are personally known to me, or who has/have produced as identification.

NOTARY SEAL

BENJAMIN F. HARTUNG
MY COMMISSION # HH652510
EXPIRES: March 30, 2029

Signature of Notary Public, State of

ITEM-7

Prepared By and Return To:
Duane C. Romanello
Duane C. Romanello, P.A.
1919 Blanding Blvd., Suite 8
Jacksonville, FL 32210
Order No.: 26-1362

Property Appraiser's Parcel I.D. (folio) Number:
08-3N-24-2380-0206-130, 08-3N-24-2380-0206-0140 and
08-3N-24-2380-0206-0150

WARRANTY DEED

THIS WARRANTY DEED dated this the 15 day of September, 2026, by Dayspring Property Services LLC, a Florida Limited Liability Company, existing under the laws of Florida, and having its principal place of business at P.O. Box 1080, Hilliard, FL 32046 (the "Grantor"), to STF Capital Group LLC, a Florida Limited Liability Company, whose post office address is 2144 Rosselle Street, Jacksonville, FL 32204 (the "Grantee").

(Wherever used herein the terms "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 And No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee, all that certain land situated in County of Nassau, State of Florida, viz:

Lots 13, 14, 15, and 16, Block 206, PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD, according to the plat thereof recorded in Plat Book 1, Page 17, of the Public Records of Nassau County, Florida.

Said property is not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon.

Subject to easements, restrictions, reservations and limitations of record, if any.

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: 12/31/2025.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of.

Witness Signature

Printed Name of First Witness

Address of First Witness

Witness Signature

Printed Name of Second Witness

Address of Second Witness

Dayspring Property Services LLC, a Florida Limited Liability Company

By: Donald D. Adkins
Its: Manager

Grantor Address:
P.O. Box 1080
Hilliard, FL 32046

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was executed and acknowledged before me by means of ✓ Physical Presence or ____ Online Notarization this 15 day of September, 2026 by Donald D. Adkins as Manager of Dayspring Property Services LLC, a Florida Limited Liability Company., who is personally known to me or who presented a driver license as identification.

Notary Public
Printed Name:
Commission #
My Commission Expires:

AMANDA DUNCAN
Commission # HH 778291
Expires July 12, 2030

TOWN OF HILLIARD
15859 W CR 108 Hilliard, FL 32046
Phone: 904-675-6171 | buildingpermits@townofhilliard.com

For Staff Only
File #: 20260804.1
Application Fee: $ 150.00
Payment Processed By:
C. Wingate

Development Investigation Application

A. PROJECT

1. Address of Subject Property: 0 Kentucky St Hilliard, Florida 32046
2. Parcel ID Number(s): 08-3N-24-2380-0206-0130
3. Acreage of Project: 0.07174

B. APPLICANT

Name of Applicant(s) or Contact Person(s): Patrick Flynn Title: Manager

Company (if applicable): STF CAPITAL GROUP LLC

Mailing address: 2144 Rosselle St., Jacksonville Florida 32204

City: Jacksonville State: Florida ZIP: 32204

Telephone: (904) 906-4073 E-mail: stfcg@flight.builders

C. ATTACHMENTS (One copy, no larger than 8 ½ x 11)

1. Site Plan of proposed development
2. Survey of proposed development (if available)
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. $150.00

No application shall be accepted for processing until the required application fee is paid in full.

All attachments are required for a complete application. A completeness review of the application will be conducted within ten (10) business days of receipt. If the application is determined to be incomplete, the applicant will be required to provide the needed documents prior to approval of work. Work prior to approval will result in a Code Enforcement Violation.

Applicant Signature | Patrick Flynn Applicant Print | August 3, 2026 Date

Updated 1/2026

TOWN OF HILLIARD
15859 W CR 108 Hilliard, FL 32046
Phone: 904-675-6171 | buildingpermits@townofhilliard.com

For Staff Only

Zoning: R-2 - Single family Res

Reviewed By: MW

Water Service Available yes

Location: Kentucky St

Improvements Required for Water Service: Short tap

Reviewed By: CH

Sewer Service Available no

Location: none

Improvements Required for Sewer Service Septic Exception Application w/ Town Council

Reviewed By: CH

Access onto Public Right of Way or Approved Private Road: ☐ Paved Road ☑ Unpaved Road

Improvements Required for Access Drive way Permit on Kentucky

Reviewed By: CH

Temporary Culvert needed during construction? ☑ Yes, Location? on Kentucky ☐ No

* Parcel . 08-3N-24-2380-0206-0130, 08-3N-24-2380-0206-0140, and 08-3N-24-2380-0206-0150 Will need to be combined to make a buildable lot.

* Access will have to be on Kentucky St.

AGENDA ITEM REPORT
TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: November 5, 2026

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

SUBJECT: Town Council consideration of Annual Donation to The Gardening Club of Hilliard for Maintenance of the Town's Welcome Signs

BACKGROUND:

The Gardening Club of Hilliard maintains the Town's "Welcome to Hilliard" signs located at the north and south ends of the Town limits along U.S. Highway 1. An annual donation will assist with the upkeep and maintenance of these signs.

See attached letter

FINANCIAL IMPACT:

$400.00 annually

RECOMMENDATION:

Town Council approval of an annual donation of $400 to The Gardening Club of Hilliard to assist with the upkeep and maintenance of the "Welcome to Hilliard" signs located at the north and south ends of the Town limits along U.S. Highway 1.

The Gardening Club of Hilliard

37217 Lorena Drive

Hilliard, FL 32046

RECEIVED
OCT 21 [illegible]
TOWN OF HILLIARD

October 22, 2026

Dear Town Council:

I am reaching out to you on behalf of the Gardening Club of Hilliard. The club has been a partner with Town Hall in keeping our Welcome to Hilliard sign looking it's best. In order to continue to accomplish this we would like to have a donation of funds so that we can take advantage of sales and purchase plants when and where they look their best. The seasonal décor is best purchased when on sale.

Maintaining proof of purchase would not be a problem, if that is required. We think the amount of $300.00 to $400.00 dollars would cover the entire year. That would include fertilizer, ant insecticide, replanting plants according to the season, and seasonal décor.

We greatly appreciate your time and consideration. Please contact me at (904) 845-3257 with any questions.

Regards,

Jacqueline Galbreath

Jacqueline Galbreath, President

AGENDA ITEM REPORT
TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: November 5, 2026

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

SUBJECT: Town Council approval of the resignation of Jimmy Fralick as the Public Works Heavy Equipment Operator.

BACKGROUND:

Jimmy Fralick has submitted his resignation from his position as Public Works Heavy Equipment Operator, effective October 26, 2026.

FINANCIAL IMPACT:

There is no direct financial impact associated with accepting his resignation.

RECOMMENDATION:

Town Council approval of Jimmy Fralick's resignation from his position as Public Works Heavy Equipment Operator, effective October 26, 2026.

October 26, 2026

To: The Town of Hilliard

To whom it may concern:

Please accept my resignation from employment effective immediately today Oct 26, 2026.

Sincerely,

Jimmy Fralick
Heavy Equipment Operator



AGENDA ITEM REPORT
TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: November 5, 2026

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

SUBJECT: Town Council to authorize the Town Attorney to take all necessary legal steps to correct discrepancies identified in the legal descriptions of the property during the due diligence period of the proposed sale.

BACKGROUND:

In mid-October, the Town received a report from the New Leaf Team identifying discrepancies in the property survey and legal descriptions.

Town Attorney Waugh's office has been working with the New Leaf legal team to determine the appropriate steps necessary to resolve the discrepancies. Town Council approval is being requested to authorize the Town Attorney to proceed with the necessary corrective actions.

FINANCIAL IMPACT:

The financial impact will depend on the actions required to resolve the identified discrepancies. Any associated costs will be determined as the necessary corrective steps are identified and implemented.

RECOMMENDATION:

Town Council to authorize the Town Attorney to take all necessary legal steps to correct discrepancies in the property's legal descriptions identified during the due diligence period of the proposed property sale.

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, Public Works Director
Gabe Whittenburg, Parks & Rec Director
Lee Anne Wollitz, Land Use Administrator

TOWN ATTORNEY
Christian Waugh

MINUTES

THURSDAY, OCTOBER 01, 2026, 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

PROCLAMATIONS

ITEM-1 Mayor & Town Council to Proclaim October 2026 as "Emily Adkins Blood Clot Awareness Month".
Mayor Beasley

Mayor Beasley read the proclamation declaring October 2026 as "Emily Adkins Blood Clot Awareness Month" and presents it to the Adkins family.
Janet Adkins thanks the Town Council for bringing awareness to blood clots and highlighting the importance of the issue.

Mr. Doug Adkins provides an update on Emily's Promise Foundation, including the following initiative:

1. A rec app for the fellowship program.
2. Continued enforcement of the Emily Act, including annual training.
3. A new film scheduled for release in January 2027 to share Emily's story.
4. Expansion of blood clot awareness registries, with additional states developing their own registries.

REGULAR MEETING

ITEM-2 Additions/Deletions to Agenda

ITEM-3 Town Council adoption of Resolution No. 2026-12, Recognizing City Government Week, October 19 – 25, 2026 and encouraging all citizens to support the celebration and corresponding activities.
Lisa Purvis, MMC – Town Clerk

Mayor Beasley is hoping to hold a Mock Town Council Meeting on October 19, 2026, and he should have an answer from the school within a week.

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

ITEM-4 Town Council consider approval of the First Amendment to Agreement for Purchase and Sale between New Leaf Communities, LLC and the Town of Hilliard and authorize the appropriate Town officials to execute the document.
Christian Waugh – Town Attorney

Land Use Administrator Lee Anne Wollitz provided an update to the Town Council.

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-5 Town Council approval of the Minutes for August 31, 2026, Workshop.
Lisa Purvis, MMC – Town Clerk

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

ITEM-6 Town Council approval of CPH, Payable through September 11, 2026, Project Name: FY 24/25 Resilient Florida Planning Grant, in the amount of $40,000.00.

FDEP COMPREHENSIVE VULNERABILITY ASSESSMENT GRANT FUNDED PROJECT IN THE AMOUNT OF $180,000; LUMP SUM CONTRACT $180,000.

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-7 Town Council approval of Fortiline, Payable through September 14, 2026, Project Name: North Oxford Street, in the amount of $4,076.01.
CAPITAL FUNDED PROJECT BUDGETED $60,000

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 approval of Fortiline, Payable through September 17, 2026, Project Name: North Oxford Street, in the amount of $21,158.42.
CAPITAL FUNDED PROJECT BUDGETED $60,000

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-9 Town Council approval of US Submergent Technologies, Payable through September 23, 2026, Project Name: Town of Hilliard WWTF Sand and Grit Removal FDEP SG086, in the amount of $150,865.60.
FDEP SAND & GRIT, STATE LINE-ITEM APPROPRIATIONS GRANT FUNDED PROJECT IN THE AMOUNT OF $116,600. AMENDED TO $177,950.

Land Use Administrator Lee Anne Wollitz provided clarification regarding the costs.

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

ADDED ITEMS

No additions to or deletions from the agenda.

ADDITIONAL COMMENTS

PUBLIC

Heather Gates, 27306 Fifth Ave, Hilliard, expressed concerns regarding parking during football games and stated that residents need assistance addressing the issue. She also inquired about how to obtain minutes from workshops. Lee Anne Wollitz, Land Use Administrator, advised her to submit an email requesting the records through a public records request.

Timothy Fisk, 27146 West First Ave, Hilliard, states that he heard a rumor that the Town was planning to resurface Ingham Road. He states that he thinks that other areas are in more need of road improvements and states that dirt roads should be prioritized.
Timothy Fisk, 27146 West First Ave, Hilliard, states that he is making a public records request for copies of receipts for any water that the Town purchased for staff or citizens during the boil water period. A copy of the North Oxford Park grant agreement that states how long the Town must maintain the park because the basketball court is already cracking. He further asks if the North Oxford Park men's restroom is ADA because there is no sign outside the door.

MAYOR & TOWN COUNCIL

Councilman Michaels advises that Gabe Whittenburg, Parks & Recreation Director, was busy preparing for the Harvest Festival scheduled for Saturday, October 3, 2026, he has twenty-four vendors that will be at the event. He also comments that Sports are doing well.
Mayor Beasley provided the following reminders and announcements:

- **Homecoming Parade:** Scheduled for October 2, 2026. No food trucks will be permitted during the parade.
- **Candidate Forum:** Scheduled for October 20, 2026, sponsored by the Nassau Chamber.
- **Truck or Treat:** The Town of Hilliard will host the event on October 24, 2026, from 5:00 p.m. to 8:00 p.m. The Mayor encouraged each department to participate.

Mayor Beasley acknowledged that October 1, 2026, was Dawn Carroll's last day and thanked her for her 33 years of service to the Town.

ADMINISTRATIVE STAFF

PRESENT:
Land Use Administrator Lee Anne Wollitz
Public Works Director Cory Hobbs

ABSENT:
Town Clerk Lisa Purvis
Parks & Recreation Director Gabe Whittenburg

Public Works Director Cory Hobbs stated that Dawn Carroll would be missed and acknowledged her contributions to the Town.
Land Use Administrator Lee Anne Wollitz provided an update regarding the 2050 Vision outreach efforts.

TOWN ATTORNEY

Absent.

ADJOURNMENT

Motion to adjourn at 7:28 p.m.

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

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, Public Works Director
Gabe Whittenburg, Parks & Rec Director
Lee Anne Wollitz, Land Use Administrator

TOWN ATTORNEY
Christian Waugh

MINUTES
THURSDAY, OCTOBER 08, 2026, 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 Joe Michaels

ABSENT
Councilman Dallis Hunter

PRESENT
Planning & Zoning Board Chair, Harold “Skip” Frey
Planning & Zoning Board Vice Chair, Michael Hallman
Planning & Zoning Board Member, Dalton Hood

ABSENT
Planning & Zoning Board Member, Kevin Webb

WORKSHOP

ITEM-1 Town Council to review, discuss and provide feedback on updates to the proposed Magnolia Meadows Planned Unit Development.
Lee Anne Wollitz – Land Use Administrator

Land Use Administrator Lee Anne Wollitz provides an overview of the project and reviewed the proposed updates.
Courtney Gaver, Rogers & Towers, the applicants legal counsel representing Magnolia Meadows, distributes informational packets and provides an overview of the school concurrency requirements. She states that the project would require 3.449 elementary school stations. She also advises that the total acreage would be adjusted upon completion of the property survey. Ms. Gaver indicates that the

project engineer would prepare a traffic study.

Council Discussion and Questions:

- **Buffering:** A question was raised regarding whether a buffer would be provided along Magnolia.
- **Density:** Zoning Board Member Skip Frey requests clarification regarding the proposed development density.

ITEM-2 Town Council review and feedback of the proposed water outage procedures and call tracker to establish a consistent, coordinated process for planned and emergency water service interruptions.
Cory Hobbs – Public Works Director

Public Works Administrative Coordinator Chelsea Wingate presents the proposed procedures for managing planned and emergency water outages, along with the PBWA Standard Operating Procedure (SOP). She requests feedback regarding after-hours communication procedures for emergency water outages, with the goal of ensuring timely and effective communication during service interruptions.

ITEM-3 Town Council to review the proposed Changes to Section 309: Health and Dental Insurance - Employee Insurance Waiver.
Wendy Prather- HR & Finance Analyst

HR and Finance Analyst Wendy Prather presents information regarding the proposed employee healthcare coverage waiver and the associated benefit payment to eligible staff.
Mayor Beasley asks whether the Town has explored other insurance options.
HR and Finance Analyst Wendy Prather confirmed that an insurance broker had reviewed available options and advised that the Town would shop for insurance coverage again in the upcoming year. She further states that last year the Town did shop other insurance companies and was able to save over $85,000 annually with moving from United Health Care through the Florida Municipal Insurance Trust, Florida League of Cities to Florida Blue with Elite Insurance Agency.
Councilman Wollitz states that the Town may need to consider requiring employees to contribute a portion of the cost of their insurance coverage.
HR and Finance Analyst Wendy Prather advises that the item will return before Council at a future regular meeting for further consideration.

ITEM-4 Town Council discussion related to Councilman Wollitz standing meeting with County Manager on the third Friday of each month.
Lee Anne Wollitz – Land Use Administrator

Councilman Wollitz discusses the need for a pavement management plan, referencing the County's MSBU/MSTU study and the importance of assessing roadway conditions and resurfacing needs.
Council President Sims suggests beginning with the roads identified as being in the "red" category, particularly those with existing water and wastewater infrastructure, for consideration of resurfacing.

Councilman Wollitz suggests hiring an outside consultant to conduct a pavement assessment study to help establish roadway priorities and develop a pavement management plan.

ITEM-5 Town Council to consider part-time Code Enforcement position – operational clarification and Code Enforcement Code updates
Lee Anne Wollitz– Land Use Administrator

Land Use Administrator Lee Anne Wollitz discusses the proposed part-time Code Enforcement position and the Town's code enforcement needs. She provides an overview of the position and discusses the need for operational clarification and updates to the Town's Code Enforcement Code.

ITEM-6 Town Council presentation of information regarding the completion of the capital budgeted project, Hilliard Volunteer Fire Department "Upstairs Remodel" Project, project budgeted at $20,000.
Lee Anne Wollitz, Land Use Administrator

Land Use Administrator Lee Anne Wollitz presents information along with photos to the Town Council regarding the completion of the Hilliard Volunteer Fire Department upstairs remodel project.

ADDITIONAL COMMENTS

Michael Hallman, 27275 Minnesota Street, Hilliard, asks about the Town's mitigation measures for culvert cleaning and stormwater flow management.
Public Works Director Cory Hobbs explains that the Town addresses drainage maintenance by starting at the main outfall and working backward. He states that maintenance activities are prioritized and scheduled based on workload.
Heather Gates, 27306 West Fifth Avenue, Hilliard, asks about the Town's plans for drainage improvements at Buch Park.

ADJOURNMENT

Motion to adjourn was made at 7:41 p.m.

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

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, Public Works Director
Gabe Whittenburg, Parks & Rec Director
Lee Anne Wollitz, Land Use Administrator

TOWN ATTORNEY
Christian Waugh

MINUTES

THURSDAY, OCTOBER 15, 2026, 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

PUBLIC HEARING

ITEM-1 Ordinance No. 2026-08 – Regulating the Water and Sewer Usage Rates; In accordance with the Town Charter Section 4.11 (5) Action Requiring an Ordinance; and further stated in Chapter 58 Utilities of the Town Code; and providing for an effective date.
Mayor Beasley

Open Public Hearing
Call for Public Comments

Glenn Higginbotham, 3754 Wade Dr, Hilliard, expressed opposition to the proposed increase.
John Russell, 37150 Walker St, Hilliard, opposes the proposed increase.
Kim Leinbach, 37001 Cypress Ln, Hilliard, reads a prepared speech in opposition the proposed increase.
Malinda Hinds, 37031 Cody Circle, Hilliard, opposes the proposed increase.
Timothy Fisk, 27146 West First Ave, Hilliard, opposes the proposed increase. He also states that Lisa Purvis, Town Clerk, whispered to Mayor John Beasley and states that was in violation of the Sunshine Law. He further states that discussions between officials should be conducted audibly and openly so the public can hear them.
Heather Gates, 27306 West Fifth Ave, Hilliard, opposes the proposed increase.

Close Public Hearing on Ordinance No. 2026-08.

Motion to close Public Hearing at 7:18 p.m.

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

TOWN COUNCIL ACTION
Town Council to consider adopting Ordinance No. 2026-08, on Second Reading.
Council President Kenny Sims comments about rates being increased in past years.
Councilman Jared Wollitz states that the Town makes donation to Council on Aging to assist those seniors with low income.
Mayor John Beasley explains that the whispering was about him asking Town Clerk Lisa Purvis why the agenda reflects public hearing and second & final reading.
Attorney Christian Waugh states that staff talking to elected official is not a sunshine violation. Only two or more elected officials speaking outside of a public meeting about something that is on, or potential can be on an agenda for Town Council action.
Town Clerk Lisa Purvis explains although the public hearing notice was sent out in the water bills as required by Florida Statue. The public hearing that was to be advertised in the local newspaper was not. Therefore, it will appear in the October 21, 2026, Nassau County Record and we will hold a second public hearing and final reading on November 5, 2026, at 7:00 p.m.

Kim Leinbach, 37001 Cypress Lane, Hilliard, continues reading the speech he had prepared in opposition of the proposed increase and advises that the Town should hire a consultant.

Town Council to adopt Ordinance No. 2026-08, on Second Reading.

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

REGULAR MEETING

ITEM-2 Additions/Deletions to Agenda

No additions to or deletions from the agenda.

ITEM-3 Town Council approval of a Capital Budget Expenditure in the amount of $32,925.00 to Partridge Well Drilling Company, Inc., a sole source vendor, for the Rehabilitation of Well No. 2, including necessary well repairs and installation services
Cory Hobbs – Public Works Director

Assistant Public Works Director Charles Chavarria explains the repair.

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

ITEM-4 Town Council approval to transition Brooke Sparkman from probationary status to regular status in her position as Town Hall Administrative Assistant.
Lisa Purvis, MMC – Town Clerk

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

ITEM-5 Town Council to accept the resignation of Geoffrey Williams, Public Works Technician, effective October 16, 2026.
Cory Hobbs - Public Works Director

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-6 Town Council approval of the Public Works Director's recommendation to fill the vacant Public Works Technician position.
Cory Hobbs - Public Works Director

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-7 Town Council approval of the Minutes for September 3, 2026, Public Hearing & Regular Meeting; September 10, 2026, Workshop; September 17, 2026, Public Hearing & Regular Meeting; September 21, 2026, Public Hearing & Special Meeting; October 5, 2026, Public Hearing & Special Meeting.
Lisa Purvis, MMC – Town Clerk

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

ITEM-8 Town Council approval of Nassau County Council on Aging donation for Fiscal Year 2026-2027, to assist seniors with their Water & Sewer Bills in the amount of $10,000.00
BUDGETED DONATION FROM THE WATER & SEWER FUND PENALITIES COLLECTED

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

ITEM-9 Town Council approval of Nassau County Public Library System Donation for Fiscal Year 2026-2027, to Friends of the Hilliard Branch Library in the amount of $8,000.00.
BUDGETED DONATION FROM GENERAL FUND TO CULTURE AND RECREATION

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

ITEM-10 Town Council approval of Energy Engineering Systems, LLC, Payable through September 29, 2026, Project Name: Wastewater Collection SCADA System Expansion, in the amount of $18,722.00.
CAPITAL FUNDED PROJECT BUDGETED $27,000

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-11 Town Council approval of Site Savvy, Inc., Payable through September 30, 2026, Project Name: Gravity Sewer Replacement/Lining MH166 – Mill St. & Alma St. in the amount of $4,989.32. Total approved Gravity Sewer Replacement/Lining $21,075.01.
CAPITAL FUNDED PROJECT BUDGETED $50,000

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

ADDED ITEMS

No additions to or deletions from the agenda.

ADDITIONAL COMMENTS

PUBLIC

Heather Gates, 27306 West Fifth Avenue, Hilliard, expresses concerns regarding the Town Council's conduct during the September workshop. She states that Council Members laughed aloud during the meeting and expressed her opinion that workshop minutes should be verbatim and consistent with all the minutes prepared for other meetings.

Cody Mitchell, 15765 CR 108, Hilliard, expresses dissatisfaction with how the boil water notice was communicated to residents. He states that notification through Facebook alone was insufficient and that additional methods of communication should have been used. Council President Kenny Sims states that new procedures had been established during the previous workshop.
Timothy Fisk, 27146 West First Avenue, Hilliard, expresses concerns regarding whispering during the meeting and stated that the Mayor and Town Clerk, while seated at the dais, should not be permitted to whisper to one another. He referenced information he found through an online search and states that such conduct undermines transparency. He further expressed his belief that the Town should undergo a forensic audit due to financial concerns. Mr. Fisk also raised concerns about Town employees taking Town vehicles home and being there for more than an hour during lunch breaks. He additionally commented on the Town Attorney's professional background, referring to him as a real estate lawyer.
Kimberly Odden, Manager, Eastwood Oaks Apartments, Hilliard, became emotional while expressing her concerns regarding the Town's infrastructure. She acknowledged that infrastructure failures should have been anticipated and addressed through better planning. She states concerns about what she perceived as a lack of compassion and stated that the Council's demeanor gave her the impression that Council Members do not care about the community.
John Russell, 37150 Walker Street, Hilliard, expresses concerns regarding Public Works employees leaving Town vehicles running while performing repairs. He suggests that turning off the vehicles when they are not in use could result in fuel savings for the Town.

MAYOR & TOWN COUNCIL

Councilman Jared Wollitz advises he will be attending the quarterly meeting with Nassau County managers and officials next week.
Council Pro Tem Lee Pickett thanks everyone for attending the meeting. He states that this Town Council cares about its citizens and loves the Town of Hilliard. He emphasizes that the Council serves with compassion, which is one of the reasons its members serve.
Council President Kenny Sims speaks about compassion and shares that he has lived in the Town of Hilliard his entire life. He notes that the cost of living has increased across the board, including rental costs at Eastwood Oaks Apartment. In response to concerns that the Town Council has not done its job over the past twenty (20) years, he suggests that perhaps the Council has exercised too much compassion, which may have contributed to the delay in rate increases.
Mayor John Beasley provided the following reminders and announcements:

- October 19, 2026 - 7:00 p.m. Mock Council and Essay Winners.
- October 20, 2026 - 7:00 p.m. Candidate Forum held by Nassau County Chamber of Commerce
- October 24, 2026 - 5:00 p.m. to 8:00 p.m. Trunk or Treat at Town Hall Park
- November 7, 2026 - 9:00 a.m. to 12:00 p.m. Veterans Appreciation. Speakers will be Representative Dean Black and Bobby Franklin.
- November 7, 2026 - 2:00 p.m. North Oxford Park renaming and dedication.

ADMINISTRATIVE STAFF

PRESENT:
Town Clerk Lisa Purvis

ABSENT:
Land Use Administrator Lee Anne Wollitz
Parks & Recreation Director Gabe Whittenburg
Public Works Director Cory Hobbs

Assistant Public Works Director Charles Chavarria advised that the first phase of construction for the North Oxford Watermain Extension is expected to begin following the park dedication on November 7, 2026.
Mayor Beasley provided an update on Parks and Recreation on behalf of Parks & Recreation Director Gabe Whittenburg. He encouraged residents to come out and support the Town's children.
Town Clerk Lisa Purvis provided information regarding the Nassau County Delegation will be held in the Nassau County Commissioners Chambers on December 9, 2026 from 1:00 p.m. to 3:00 p.m.

TOWN ATTORNEY

Attorney Christian Waugh comments on his recent experience of being referred to as a real estate lawyer. He clarified that staff members are not subject to Florida's Government in the Sunshine Law in the same manner as the governing body. He confirms that minutes are required for workshops but explains that the minutes do not have to be verbatim.

ADJOURNMENT

Motion to adjourn at 7:55 p.m.

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

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

_____
Kenneth A. Sims, Sr.
Council President

ATTEST:

_____
Lisa Purvis
Town Clerk

APPROVED:

_____
John P. Beasley
Mayor

HILLIARD TOWN COUNCIL MEETING

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

TOWN COUNCIL MEMBERS
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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, Public Works Director
Gabe Whittenburg, Parks & Rec Director
Lee Anne Wollitz, Land Use Administrator

TOWN ATTORNEY
Christian Waugh

MINUTES
MONDAY, OCTOBER 19, 2026, 7:00 PM

CALL TO ORDER
PRAYER & PLEDGE OF ALLEGIANCE
ROLL CALL

PRESENT
Council President Kenny Sims
Council Pro Tem Lee Pickett
Councilman Jared Wollitz

ABSENT
Mayor John Beasley
Councilman Dallis Hunter
Councilman Joe Michaels

WORKSHOP

ITEM-1 In honor of Florida City Government Week, October 19 – 25, 2026, the Hilliard Elementary School students participated in an Essay Contest titled “If I were the Mayor of Hilliard _____”.
Kenneth A. Sims, Sr. – Council President

Council President Sims reads Resolution No. 2026-12, in its entirety announcing and explaining City Government Week.
Council President Sims further states that every year for City Government Week the Town holds an essay contest with Hilliard Elementary School Students and the prompt for the essay is “If I were the Mayor of Hilliard……..“.
Council President Sims then reads the essay winners name and their essay in its entirety as follows:

Honorable Mention Winner (1)	Alyssa Nicolosi
Honorable Mention Winner (2)	April Templeton
Third Place Winner	Jaxton Hyers
Second Place Winner	Mia Zodel
First Place Winner	Isabella Dilliard (Mayor)

Each one of the essay winners were then presented with a certificate of award along with a cash prize and boo bucket filled with goodies.

ITEM-2 In honor of Florida City Government Week, October 19 – 25, 2026, the Hilliard Elementary School students will conduct a Mock Town Council Meeting.
Kenneth A. Sims, Sr. – Council President

Council President Sims announces that the Hilliard Elementary School fifth grade classes all voted and the following five students will serve as Town Council Members along with third grade essay winner serving as Mayor and Chair for the Mock Town Council Meeting.

Isabelle Dillard, Mayor
Kaison Dover, Councilman
Jackson Cantrell, Councilman
Max Franco, Councilman
Brody Lloyd, Councilman
Ava Rewis, Councilwoman

Mock Town Council Meeting

ITEM 1 Town Council to discuss building a Trampoline Park in Hilliard
Isabella Dilliard - Mayor

Mayor Dilliard states that the Town Council will discuss the possibility of bringing a trampoline park to Hilliard to provide a fun, active, and safe place for children, teens, and families. Council members will consider where the park could be located, what safety rules and adult supervision would be needed, and how the park could benefit the community. Students will discuss how the town could help pay for the project, including possible partnerships with private businesses, investors, or community organizations. They will also consider whether the park should be privately owned or supported by the town, how much it might cost families to visit, and how the park could create jobs and provide a fun activity for residents.
Councilman Cantrell states that the trampoline park should be located across from the McDonald's on the vacant property so everyone can see the park.
Councilwoman Rewis states that the city should pay to build and maintain the park.
Councilman Franco states he believes that local businesses or investors should help fund this project.
Councilman Lloyd states that the town should contribute money to the park.
Councilman Dover states that the park can remain safe and affordable for families by hiring security guards and installing security cameras.
Councilwoman Rewis states that the park can make money to pay for its expenses by selling concessions at the park.

ITEM 2 Town Council to discuss bringing More Restaurant Choices to Hilliard
Isabella Dilliard - Mayor

Mayor Dilliard states that the Town Council will discuss whether Hilliard needs more restaurant choices to give residents and visitors a greater variety of places to eat. Council members will consider what types of restaurants the community

would like, such as family restaurants, fast-food options, pizza places, or locally owned businesses. Students will discuss ways to attract restaurant owners to town, including identifying suitable locations, improving roads and parking, promoting Hilliard to potential business owners, and encouraging the use of vacant buildings. They will also explore how new restaurants could be funded, whether through private business owners, bank loans, investors, or partnerships with local businesses. Council members will consider how new restaurants could create jobs, support the local economy, and bring more visitors to Hilliard.
Councilman Franco states that a Chick-fil-A and an Olive Garden restaurant would most benefit Hilliard.
Councilman Cantrell states that the Town can encourage restaurant owners to open businesses by advertising the land that is open for building and to announce at Town events.
Councilman Lloyd states that the owners should be who pays to build or open new restaurants.
Councilwoman Rewis states that the Town should offer incentives, such as reduced fees and help identifying locations, to attract restaurant owners.
Councilman Dover states that residents would support new restaurants if they would advertise and have specials on their menus.
Councilman Franco states that by opening new restaurants in the Town it would create more jobs and bring more money into the community.
Councilman Cantrell states that the Town should offer grants, fundraisers, and give money to help contribute if a restaurant owner is interested but cannot afford to get started.

ITEM 3 Town Council to discuss attracting more Hospitals and Urgent Care Facilities to Hilliard
Isabella Dilliard - Mayor

Mayor Dilliard states that the Town Council will discuss ways to improve access to healthcare in Hilliard by attracting more hospitals, urgent care centers, and medical offices to the community. Council members will consider why access to medical care is important for children, families, older adults, and people who need emergency treatment. Students will discuss what the town could do to encourage healthcare providers to open facilities locally, such as identifying suitable land, improving roads and utilities, promoting the town's growing needs, and working with healthcare companies. They will also explore how these facilities could be funded through private healthcare companies, investors, bank loans, or partnerships with government agencies and other organizations. Council members will consider the costs of construction, medical equipment, staffing, and ongoing operations, as well as how better access to healthcare could improve the safety and well-being of the community.
Councilwoman Rewis states that Hilliard should benefit from having more urgent care centers or a hospital nearby because they would help more people.
Councilman Cantrell states that the town should focus first on attracting a full service hospital because the others are a long drive away in Yulee or Wildlight and the patient could be in pain and that is why we need a service full hospital closer.
Councilman Lloyd states that everyone should pay to build and operate a new healthcare facility by having fundraisers.

Councilman Dover states that the Town could encourage hospitals and healthcare companies to invest in Hilliard by offering reduced taxes.
Councilman Franco states that the town should partner with healthcare organizations and other government agencies to help build a hospital.
Councilwoman Rewis states that cars are needed to get people to and from the hospital.
Councilman Cantrell states that hospitals can afford doctors, nurses, medical equipment, and other staff necessary through grants, loans, fundraisers, charities this way they can be built in record time.
Councilman Dover states that better access to healthcare could help families and make the community stronger by making people believe the Town of Hilliard is safer and by promoting job opportunities.

Mayor Dilliard states that the Town Council should also consider the following possible funding sources and solutions for all items discussed:

Private businesses: A business owner pays for and operates the project.
Investors: Individuals or companies provide money in exchange for a possible financial return.
Bank loans: A business borrows money and pays it back over time.
Town budget: The town considers whether public funds could support part of the project, while making sure essential services are still funded.
Grants: The town or an organization applies for money that does not usually need to be repaid, provided the project meets the grant requirements.
Business partnerships: The town works with companies or organizations that share the cost or provide resources.
Community support: Residents and local organizations help through fundraising, donations, or volunteering.
Attracting outside businesses: The town promotes Hilliard as a good place to invest and makes it easier for businesses to learn about available locations and requirements.

ADDITIONAL COMMENTS

The Mock Town Council Members state that they all have enjoyed the items discussed tonight and thank the Town and their teachers for allowing them to serve the Town of Hilliard.

Each one of the Mock Town Council Members are then presented with a certificate for their service along with a boo bucket filled with goodies.

ADJOURNMENT

Motion to adjourn was made at 7:38 p.m.

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

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

FINAL - HVFD UPSTAIRS RENOVATION - CAPITAL PROJECT 2025/2026 - $20,000.00				
DATE OF EXPENSE	**VENDOR**	**DESCRIPTION**	**AMOUNT**	**NOTES**
6/1/2026	Eric's All Americal Construction	Bathroom updates	$1,842.00	30% Down payment
6/29/2026	Reeves Heating & Air	AC Split Unit install	$4,250.00	Provide and Install Split Unit, electrical upgrages not included
6/15/2026	Elite Electric	Electrical Upgrades	$2,577.35	Update wiring and condutit for AC unit & Water Heater
8/24/2026	Eric's All Americal Construction	Bathroom updates	$4,297.76	Work Complete, remaining payment
7/18/2026	Hagan Ace	Hot Water Heater 50G	$581.07	
8/12/2026	Home Depot	Stove and Fridge	$1,664.97	Delivery, set up and removal of old units
8/12/2026	Amazon	Kitchen, Bathroom Supplies	$838.86	TV InCluded
8/15/2026	Amazon	Broken Item Returned	($34.99)	Borken Baking Dishes Returned
8/17/2026	Amazon	Replace broken item & TV Hanger	$64.97	
8/17/2026	Amazon	Lockers	$474.98	Lockers for personal storage
9/3/2026	HVFD	Assemble Lockers, hang TV	$0.00	Completed by HVFD
9/10/2026	Osprey Electric	Reinforce Door, replace kitchen pipes	$1,900.00	Inv 2026-129
9/9/2026	Osprey Electric	Add Vent Fan to Bathroom	$950.00	Inv 2026-129
9/9/2026	Hagan Ace	Supplies for Sink Replace	$122.92	Charged by Trevor
9/3/2026	Amazon	Faucet, trach cans, Shower rod	72.21	
9/4/2026	Amazon	Door Elbow	$89.99	Ordered
9/14/2026	Amazon	Door Elbow	($89.99)	Refunded, never arrived
9/14/2026	Amazon	Door Elbow	$67.49	Reorder
	Total Expences		**$19,669.59**	
	Total Budget for Porject		**$20,000.00**	
	Remaining Budget		**$330.41**	

Invoice

500 West Fulton Street
Sanford, FL 32771
407-322-6841

Lisa Purvis
Town of Hilliard
15859 W CR 108
Hilliard, FL 32046

October 12, 2026
Project No: 201.M961056.000
Invoice No: 181096

CDBG 25 NR Water Main Replacements
Client No. 9610-56-1

Engineering services regarding the CDBG 25 NR Water Main Replacements project including completion of preliminary engineering services and progress toward surveying services during the period June 26, 2026 through September 30, 2026.

Professional Services from September 12, 2026 through September 30, 2026

Fee

Billing Phase	Fee	Percent Complete	Previous Fee Billing	Current Fee Billing	
Preliminary Engineering	3,000.00	100.00	0.00	3,000.00	
Basic Engineering Services	47,000.00	0.00	0.00	0.00	
Resident Project Representative Services	27,300.00	0.00	0.00	0.00	
Additional Engineering Services	23,000.00	69.5652	0.00	16,000.00	
Total Fee	100,300.00		0.00	19,000.00	
		Total Fee			**19,000.00**
				Total this Invoice	**$19,000.00**

DELL Technologies

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: http://www.dell.com

Invoice

ITEM-14

BILL TO:

TOWN OF HILLIARD
ACCOUNTS PAYABLE
PO BOX 249
HILLIARD, FL 32046

SHIP TO:

TOWN OF HILLIARD
GUY RINER
15859 COUNTY RD 108
HILLIARD, FL 32046

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES , WHICH GOVERN THIS TRANSACTION

VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10895516585	**Customer No: 4260031**	**Order No: 1037713012**	**Page 1 of 4**

Purchase Order:	09112026GR	Customer Agreement #:	MHEC-04152022
Payment Terms:	30 Days Inv.	Contract Code:	C000000979569
Due Date:	11/22/2026	Waybill Number:	DB00088914
Invoice Date:	10/23/2026	Contract Name:	Dell Midwestern Higher Education Compact (MHEC) Master Agreement
Order Date:	09/11/2026		

Item Number	Description	Qty	Unit	Unit Price	Amount
210-BJTR	**PowerEdge R360 Server** System Service Tags: GL9TPM4 , FL9TPM4	2	EA	14,943.81	29,887.62

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $6 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

USD

Sub-Total:	$	29,887.62
Ship. &/or Handling:	$	0.00
ENVIRO FEE:	$	0.00
Taxable: $ 0.00 **Non-Taxable:** $ 48,202.84	**Tax:** $	0.00
Invoice Total:	$	29,887.62

DELL Technologies

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice No: 10895516585
Customer Name: TOWN OF HILLIARD
Customer No. 4260031
PO No: 09112026GR
Order Number: 1037713012

Make check payable / remit to :
Dell Marketing L.P.
C/O Dell USA L.P.
PO Box 534118
Atlanta, GA 30353-4118

Electronics Payments
Dell Marketing L.P.
PNC Bank
ABA#: 043-000-096
Acct#: 1017304611
Swift code : PNCCUS33

Online ACH Payment
Log in to your MyFinancials account
https://mfm.dell.com/

USD

Sub-Total:	$	29,887.62
Ship. &/or Handling:	$	0.00
ENVIRO FEE:	$	0.00
Taxable: $ 0.00 **Non-Taxable:** $ 48,202.84	**Tax:** $	0.00
Invoice Total:	$	29,887.62
Balance Due:	$	29,887.62
Amount Enclosed:		

0108955165850000002988762000000042600319

DELL Technologies

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: http://www.dell.com

Invoice ITEM-14

BILL TO:

TOWN OF HILLIARD
ACCOUNTS PAYABLE
PO BOX 249
HILLIARD, FL 32046

SHIP TO:

TOWN OF HILLIARD
GUY RINER
15859 COUNTY RD 108
HILLIARD, FL 32046

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Invoice No: 10895516585	**Customer No: 4260031**	**Order No: 1037713012**	**Page 2 of 4**

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Due Date:	11/22/2026	Waybill Number:	DB00088914
Invoice Date:	10/23/2026	Contract Name:	Dell Midwestern Higher Education Compact (MHEC) Master Agreement
Order Date:	09/11/2026		

Item Number	Description	Qty	Unit	Unit Price	Amount
461-AAIG	Trusted Platform Module 2.0 V6	2	EA	-	-
321-BKHP	2.5 Chassis with up to 8 Hot Plug Hard Drives, Front PERC	2	EA	-	-
338-CSXS	Intel Xeon 6 Performance 6357P 3.0G, 8C/16T, 24M Cache, Turbo, (80W) DDR5-4800	2	EA	-	-
412-BBHK	Heatsink	2	EA	-	-
370-AAIP	Performance Optimized	2	EA	-	-
370-BCBM	5600MT/s UDIMMs	2	EA	-	-
370-BBZF	32GB UDIMM, 5600MT/s ECC	6	EA	-	-
780-BCDQ	RAID 10	2	EA	-	-
405-AAZB	PERC H755 SAS Front	2	EA	-	-
750-ACFR	Front PERC Mechanical Parts, front load	2	EA	-	-
400-AVFE	1.2TB Hard Drive ISE SAS 12Gbps 10k 512n 2.5in Hot-Plug	16	EA	-	-
384-BBBL	Performance BIOS Settings	2	EA	-	-
800-BBDM	UEFI BIOS Boot Mode with GPT Partition	2	EA	-	-
387-BBEY	No Energy Star	2	EA	-	-
384-BDML	Standard Fan	2	EA	-	-
450-AMDH	Dual, (1+1) Redundant, Hot-Plug Power Supply, 600W MM (100-240Vac)	2	EA	-	-
450-AALV	Power Cord - NEMA 5-15P to C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	4	EA	-	-
330-BCMK	Riser Config 2, Butterfly Gen4 Riser (x8/x8)	2	EA	-	-
338-CSWZ	PowerEdge R360 Motherboard with with Broadcom 5720 Dual Port 1Gb On-Board LOM, MX, MLK	2	EA	-	-
540-BDRK	Broadcom 5719 Quad Port 1GbE BASE-T Adapter, PCIe Low Profile	2	EA	-	-
325-BEUG	PowerEdge 1U LCD Bezel	2	EA	-	-
350-BCTP	Dell Luggage Tag R360	2	EA	-	-
470-AFBU	BOSS Blank	2	EA	-	-
634-CVGB	Windows Server 2025 Standard,16CORE,FI,No Med,No CAL, Multi Language	2	EA	-	-
528-DHTW	Windows Server 2025 Standard,16CORE,DF Recovery Image, Multi Lang, (Downgrade not included)	2	EA	-	-
634-CVBS	10-pack of Windows Server 2025/2022 User CALs (Standard or Datacenter)	2	EA	-	-
379-BFXS	Dell Connectivity Client - Enabled	2	EA	-	-
634-CYDF	Dell Connectivity Module	2	EA	-	-
528-CTIC	iDRAC9, Enterprise 16G	2	EA	-	-
528-COYT	Secured Component Verification	2	EA	-	-
634-CZRQ	Dell Secure Onboarding Client Disabled	2	EA	-	-
379-BCRF	iDRAC,Legacy Password	2	EA	-	-
379-BCQY	iDRAC Group Manager, Disabled	2	EA	-	-
770-BBBM	ReadyRails Static Rails for 2/4-post Racks (A8)	2	EA	-	-

DELL Technologies

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: http://www.dell.com

Invoice

BILL TO:

TOWN OF HILLIARD
ACCOUNTS PAYABLE
PO BOX 249
HILLIARD, FL 32046

SHIP TO:

TOWN OF HILLIARD
GUY RINER
15859 COUNTY RD 108
HILLIARD, FL 32046

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES , WHICH GOVERN THIS TRANSACTION

VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10895516585 **Customer No: 4260031** **Order No: 1037713012** **Page 3 of 4**

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Due Date:	11/22/2026	Waybill Number:	DB00088914
Invoice Date:	10/23/2026	Contract Name:	Dell Midwestern Higher Education Compact (MHEC) Master Agreement
Order Date:	09/11/2026		

Item Number	Description	Qty	Unit	Unit Price	Amount
631-AACK	No Systems Documentation, No OpenManage DVD Kit	2	EA	-	-
340-DLXS	PowerEdge R360 Shipping	2	EA	-	-
340-CWUJ	PowerEdge R350/R360 Shipping Material for 2.5 Chassis	2	EA	-	-
389-FFNB	PowerEdge R360 CCC Marking, No CE Marking	2	EA	-	-
707-6843	ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years	2	EA	-	-
707-6865	ProSupport 7x24 Technical Support and Assistance 3 Years	2	EA	-	-
707-6946	Dell Hardware Limited Warranty Plus Onsite Service	2	EA	-	-
989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	2	EA	-	-
900-9997	On-Site Installation Declined	2	EA	-	-

To make a payment or access your account details online, please visit MyFinancials at https://mfm.dell.com

DELL Technologies

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: http://www.dell.com

Invoice

BILL TO:

TOWN OF HILLIARD
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PO BOX 249
HILLIARD, FL 32046

SHIP TO:

TOWN OF HILLIARD
GUY RINER
15859 COUNTY RD 108
HILLIARD, FL 32046

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Invoice No: 10895516585	**Customer No: 4260031**	**Order No: 1037713012**	**Page 4 of 4**

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Invoice Date:	10/23/2026	Contract Name:	Dell Midwestern Higher Education Compact (MHEC) Master Agreement
Order Date:	09/11/2026		

In accordance with California Senate Bill 1215 Electronic Waste Recycling Act of 2003 Dell Technologies will pay the battery-embedded waste recycling fee on your behalf for all orders containing a battery-embedded product, as defined under the Act. If your purchase also includes a product with a display screen larger than 4 inches, an environmental waste recycling fee has been added to your invoice. If you are a Federal customer, Dell will pay both such fees on your behalf.

INVOICE FOR PROFESSIONAL SERVICES

PROJECT: Town of Hilliard Hurricane Shelter
Hilliard, FL

DATE: 10/15/26

INVOICE NO. 24022-17

PROJECT NO. 24022

TO: Lisa Purvis
Town of Hilliard
PO Box 249
Hilliard, FL 32046

lpurvis@townofhilliard.com
payables@townofhilliard.com

IN ACCORDANCE WITH THE AGREEMENT DATED 11/7/24

THERE IS DUE AT THIS TIME FOR PROFESSIONAL SERVICES AND REIMBURSABLE ITEMS ON THE ABOVE PROJECT, FOR THE PERIOD ENDING 10/15/26

THE SUM OF

DOLLARS $ $4,500.00

THE ABOVE AMOUNT SHALL BECOME DUE AND PAYABLE 30 DAYS FROM THE DATE HEREOF.

INTEREST ON OVERDUE ACCOUNTS SHALL ACCRUE AT 1.5% PERCENT PER Month

THE PRESENT STATUS OF THE ACCOUNT IS AS FOLLOWS:

Fee	$572,000.00
Amend 1	$9,000.00
Reimbursables	$376.02
Total Fee	$581,376.02

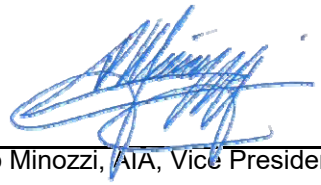
Fee Earned	$435,376.02
Invoiced to Date	$430,876.02

Total Amount Due this Invoice **$4,500.00**

Summary/Outstanding Invoices:

Inv 24022-16-Sept	$4,500.00
Inv 24022-17-Oct	$4,500.00

Invoice Reviewed and Approved by:



Aldo Minozzi, AIA, Vice President

PQH GROUP DESIGN

PQH Group Design Inc.
4141 Southpoint Drive East, Suite 200
Jacksonville, FL 32216
T 904-224-0001
info@pqh.com
www.pqh.com

INVOICE FOR PROFESSIONAL SERVICES

Project: Town of Hilliard Hurricane Shelter
Hilliard, FL

To:
Town of Hilliard
PO Box 249
Hilliard, FL 32046

Invoice Date: 10/15/26

Invoice Number: 24022-17
Project Number: 24022

TOTAL AMOUNT DUE
THIS INVOICE: $4,500.00

SERVICE RENDERED	TOTAL FEE	% COMPLETE	TOTAL DUE TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE
Site Assess & Prelim Design	22,000.00	100%	22,000.00	22,000.00	0.00
Schematic Design	30,000.00	100%	30,000.00	30,000.00	0.00
Design Development 30%	60,000.00	100%	60,000.00	60,000.00	0.00
Const. Documents 60%	76,000.00	100%	76,000.00	76,000.00	0.00
Const. Documents 90%	76,000.00	100%	76,000.00	76,000.00	0.00
Const. Documents 100%	40,000.00	100%	40,000.00	40,000.00	0.00
Bidding/Permitting	16,000.00	100%	16,000.00	16,000.00	0.00
Construction Observation	48,000.00	0%	0.00	0.00	0.00
Project Punch & Closeout	8,000.00	0%	0.00	0.00	0.00
Interior Design; Finish Selection	15,000.00	0%	0.00	0.00	0.00
Topo/Boundary Survey	8,000.00	100%	8,000.00	8,000.00	0.00
Geotechnical Engineering Rpt	8,000.00	100%	8,000.00	8,000.00	0.00
Civil Engineering	75,000.00	100%	75,000.00	75,000.00	0.00
Landscaping	15,000.00	100%	15,000.00	15,000.00	0.00
Design Contingency Allowance	75,000.00	0%	0.00	0.00	0.00
Amend 1 - Re-Bid	9,000.00	100%	9,000.00	4,500.00	4,500.00
Previous Reimbursables	376.02	100%	376.02	376.02	0.00
Reimbursables this invoice x 1.15	0.00	0%	0.00	0.00	0.00
TOTAL	$581,376.02	75%	$435,376.02	$430,876.02	$4,500.00

IMPORTANT REMITTANCE INFORMATION

Please include the AECOM invoice number when sending payment

INVOICE NUMBER: 2001200814
Invoice Date: 30-OCT-26
Invoice Due Date: 29-NOV-26
Amount Due: $5,572.05 USD
Project Number: 60732142

To process your payment timely and ensure credit is given, please include the AECOM invoice number when sending payment. Including this invoice number will allow AECOM to promptly apply your payment without delay or additional information requests placed upon your organization.

Failure to reference the AECOM invoice number when sending payment may result in delay of your account being credited.

To expedite payment processing, AECOM is asking its clients to submit payments electronically by ACH (Automated Clearing House) if possible.

ACH payments provide an alternative to paper checks, affording you the following advantages:

- Certainty of delivery
- Reduced operating costs through the elimination of paper check mailing

Regards,

AECOM Cash Application Department
CashAppsRemittance@aecom.com

Check Payment to:
AECOM Technical Services, Inc.
An AECOM Company
1178 Paysphere Circle
Chicago, IL 60674

ACH Payment to:
AECOM Technical Services, Inc.
An AECOM Company
Bank of America
Account Number 5800937020
ABA Number 071000039

Wire Transfer Payment to:
AECOM Technical Services, Inc.
An AECOM Company
Bank of America
New York, NY 10001
Account Number 5800937020
ABA Number 026009593
SWIFT CODE BOFAUS3N

7650 West Courtney Campbell Causeway, Tampa, FL 33607-1462
Tel: 813-286-1711
Fax:813-287-8591

Federal Tax ID No. 95-2661922

ATTN : Lisa Purvis
TOWN OF HILLIARD
15859 West County Road 108
Hilliard, FL 32046
United States

Invoice Date: 30-OCT-26
Invoice Number: 2001200814

Agreement Number: 60732142
Agreement Description:

Payment Term: 30 DAYS

Please reference Invoice Number and Project Number with Remittance

Project Number : 60732142 **Project Name : 01J_Hilliard Airpark-Hangar Building - SA No. 20**
Bill Through Date : 01-AUG-26 - 30-SEP-26
Bil Prange

Phase Lump Sum

Project Number	Description	Fee	Percent Complete	Earned	Previous	Current
60732142	01J_Hilliard Airpark-Hangar Buil	111,441.00	90.00%	100,296.90	94,724.85	5,572.05

Total Phase Lump Sum: 5,572.05

Project Total : 01J_Hilliard Airpark-Hangar Building - SA No. 20 5,572.05

Invoice Summaries

Total Current Amount :	5,572.05
Retention Amount :	0.00
Pre-Tax Amount :	5,572.05
Tax Amount :	0.00
Total Invoice Amount :	**5,572.05**

Billing Summaries

Billing Summary	Current	Prior	Total	Total Fee	Percent Complete
Billings	5,572.05	94,724.85	100,296.90	111,441.00	90.00
Tax	0.00	0.00	0.00		
Billing Total :	5,572.05	94,724.85	100,296.90		

APPLICATION AND CERTICATE FOR PAYMENT

AIA DOCUMENT G702 PAGE 1 of 2

TO (Owner): Town of Hilliard
15859 West CR 108
Hilliard, Florida 32046

Project: **Construct Box Hangar Building**

APPLICATIO 4

Period FROM 8/26/2026
TO 9/30/2026

Distribution to:
X OWNER
ARCHITECT
CONTRACTOR

Attention: Bill Prange

Crontract For: **Lylam, LLC dba Facility's Constructors**
1030 Ellis Road N.
Jacksonville, FL 32254

ARCHITECT'S PROJECT NO:

Application Date: 10/29/2026

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change orders approved TOTAL		ADDITIONS	DEDUCTIONS
Approved this Month			
#	Date Approved		
1	8/18/2026	$2,826.00	
TOTALS			$2,826.00
Net Change by Change Orders			

The undersigned Contractor certifies that to the best of his knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amount have been paid by him for Work which

Previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: _____ Date: 9-29-2026

Application is made for Payment, as shown below, in connection with the contract.
Continuation Sheet, AIA Document G703, Is attached.
The present status of the account for this Contract is as Follows:

ORIGINAL CONTRACT SUM	$	269,989.60
Net change by Change Orders	$	2,826.00
CONTRACT SUM TO DATE	$	272,815.60
	$	-
TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$195,377.29
RETAINAGE: 5% or total in column I on G703	$	9,627.56
TOTAL EARNED LESS RETAINAGE	$	185,749.73
LESS PREVIOUS CERTIFICATES FOR PAYMENT		$146,239.27
CURRENT PAYMENT DUE	$	39,510.46

State of: Florida County of: Duval
Subscribe and sworn to before me this 29th day of October, 2026
Notary Public: Tamara L. Powell
My Commission Expi 4/10/2029

NOTARY PUBLIC STATE OF FLORIDA
TAMARA L. POWELL
MY COMMISSION # HH 618168
EXPIRES: March 25, 2029

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observationsand the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIED.

AMOUNT CERTIFIED..... $ 39.510.46

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:
By: Prange, Bill Digitally signed by Prange, Bill DN: cn=Prange, Bill, ou=AECOMUsers Date: 2026.10.30 15:49:30 -04'00' Date: October 30, 2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT. Containing
Contractor Signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for the items may apply.

Application Date: 10/29/26
Period to: 9/30/2026
Architect Project #:
Project: HILLIARD AIRPARK

A Item No.	B Description of Work	C Schedule Value	D Previous Application	E Work In Place	F Stored Materials	G Total Completed and Store to date	H Percent Completed	I Balance to Finish	J Retainage
1	MOBILIZATION (NOT TO EXCEED 10% OF THE TOTAL BID AMOUNT)	$ 26,999.00	$18,899.30	$1,349.95		$20,249.25	75%	$ 6,749.75	$ 1,012.46
2	REMOVE EXISTING WATERLINE AND HOSE BIBB	$ 1,000.00	$1,000.00			$1,000.00	100%	$ -	$ 50.00
3	REMOVE EXISTING AIRFIELD FENCE	$ 1,000.50	$1,000.50			$1,000.50	100%	$ -	$ 50.03
4	NEW 6' HIGH FENCE WITH 3 STRANDS BARBED WIRE, 1 FOOT BARBED WIRE EXTENSION ARMS, TOP RAIL, BOTTOM TENSION WIRE INCLUDING GROUNDING AND SIGN RELOCATION	$ 3,500.10	$3,500.10			$3,500.10	100%	$ -	$ 175.01
5	HANGAR SLAB FOUNDATION PREPARATION	$ 4,673.00	$4,673.00			$4,673.00	100%	$ -	$ 233.65
6	NYLOPLAST-ADS 12" DRAIN BASINS WITH STANDARD DUCTILE GRATE	$ 15,000.00	$15,000.00			$15,000.00	100%	$ -	$ 750.00
7	MODIFY EXISTING INLET	$ 1,500.00	$1,500.00			$1,500.00	100%	$ -	$ 75.00
8	6" ADS PIPE, INCLUDING ALL FITTINGS AND APPURTENANCES	$ 8,500.00	$8,500.00			$8,500.00	100%	$ -	$ 425.00
9	8" ADS PIPE, INCLUDING ALL FITTINGS AND APPURTENANCES	$ 13,300.00	$13,300.00			$13,300.00	100%	$ -	$ 665.00
10	PREFABRICATED BOX HANGAR WITH HYDRAULIC DOOR, INCLUDING FINAL DESIGN, PERMITTING, FOUNDATION, SITE WORK, BUILDING ELECTRICAL WORK, AND ALL NECESSARY APPURTENANCES, COMPLETE IN PLACE	$ 181,714.00	$83,588.44	$38,560.00		$122,148.44	67%	$ 59,565.56	$ 6,107.42
11	INTERCEPT EXISTING WATER SERVICE WITH 1" "T" BALL VALVE IN BOX, 1" SCHEDULE 40 PVC WATER SERVICE LINE, INCLUDING ALL FITTINGS AND BENDS, AND CONCRETE POST WITH HOSE BIBB	$ 1,000.00		$500.00		$500.00	50%	$ 500.00	$ 25.00
12	ELECTRICAL DISTRIBUTION SYSTEM FROM EXISTING METER BOX TO HANGAR AND ALL RELATED COSTS (INCLUDING SERVICE DISCONNECT, BURIED ELECTRICAL SERVICE, AND TEMPORARY POWER TO EXISTING HANGAR IF REQUIRED)	$ 11,803.00		$1,180.00		$1,180.00	10%	$ 10,623.00	$ 59.00
13	Change Order #1	$ 2,826.00	$2,826.00			$2,826.00	100%	$ -	$ -
	Total Amount:	**$ 272,815.60**	**$153,787.34**	**$41,589.95**	**$0.00**	**$195,377.29**		**$ 77,438.31**	**$ 9,627.56**