

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, SEPTEMBER 17, 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

REGULAR MEETING

ITEM-1 Additions/Deletions to Agenda

ITEM-2 Town Council approval of the Bid Review Committee's recommendation to authorize the engagement of Meyer-Najem Construction for construction of the Hilliard Hurricane Shelter and Multi-Use Building, contingent upon the State's approval.
Lisa Purvis, MMC – Town Clerk

ITEM-3 Town Council to hear the Operations Update from the Nassau County Economic Development Board.
Sherri Mitchell – Executive Director NCEDB

ITEM-4 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. Adopting on First Reading and set a Public Hearing & Final Reading for October

15, 2026.

Lisa Purvis, MMC – Town Clerk

ITEM-5

Town Council to adopt Resolution No. 2026-10, authorizing the Hilliard Middle Senior High School Homecoming Parade on Friday, October 2, 2026, beginning at 2:45 p.m.

Lisa Purvis, MMC – Town Clerk

ITEM-6

Town Council Review and Consider the Statewide Mutual Aid Agreement with the State of Florida Division of Emergency Management

Lisa Purvis, MMC – Town Clerk

ITEM-7

Town Council approval of Whisper Ridge Subdivision Bond Release and acceptance of Whisper Ridge Subdivision.

Lee Anne Wollitz – Land Use Administrator

ITEM-8

Town Council approval of a 3% increase to the Agreement with Bryan Higginbotham for Building Official, Building Inspection, and Plans Review Services.

Lisa Purvis, MMC – Town Clerk

ITEM-9

Town Council approval of termination of Contractual Services Agreement with Southern Operations Group, Inc., Mr. Rodney McDaniel

Cory Hobbs – Public Works Director

ITEM-10

Town Council approval to hire Daniel Moore in the Lead Dual Plant Operator position.

Cory Hobbs – Public Works Director

ITEM-11

Town Council approval to transition Carrie Mullis from probationary status to regular status in her position as Accounting Clerk II and to adjust her compensation to Grade 4, Step 9 in accordance with the Town's approved pay plan.

Wendy Prather- HR - Finance Analyst

ITEM-12

Town Council to accept the resignation of Dustin Winnon from the Planning & Zoning Board, effective September 17, 2026.

Lee Anne Wollitz - Land Use Administrator

ITEM-13

Town Council approval of the Land Use Administrator's recommendation to fill the Build and Zoning Administrative Assistant vacant position with Dustin Winnon.

Lee Anne Wollitz – Land Use Administrator

ITEM-14

Town Council approval of Peters & Yaffee Engineering, now owned by LJA Engineering, Inc., Payable through May 1, 2026, Project Name: Design West Sixth Street in the amount of \$15,860.77.

DAYSPRING COMMONS DEVELOPER FUNDED PROJECT IN THE AMOUNT OF \$116,672.26; LUMP SUM CONTRACT \$116,672.26

- ITEM-15** Town Council approval of Lylam, LLC dba Facility's Constructors, Payable through August 25, 2026, Project Name: Construct Box Hangar Building at the Hilliard Airpark in the amount of \$28,809.53.
FDOT PTGA 100% GRANT FUNDED PROJECT \$391,000; LYLAM, LLC DBA FACILITY'S CONSTRUCTORS LUMP SUM CONTRACT \$269,989.60 AMENDED
- ITEM-16** Town Council approval of PQH Group, Payable through September 11, 2026, Project Name: Hurricane Shelter / Community Center Project in the amount of \$4,500.00.
FDEM 100% GRANT FUNDED PROJECT \$5,890,200; PQH GROUP LUMP SUM CONTRACT \$581,000
- ITEM-17** Town Council approval of Site Savvy, Inc., Payable through September 4, 2026, Project Name: Gravity Sewer Replacement/Lining MH67 – 27126 First Ave & Kentucky St. in the amount of \$2,701.59. Total approved Gravity Sewer Replacement/Lining \$21,075.01.
CAPITAL FUNDED PROJECT BUDGETED \$50,000
- ITEM-18** Town Council approval of Site Savvy, Inc., Payable through September 4, 2026, Project Name: Gravity Sewer Replacement/Lining MH9B – 27526 W. 3rd St. in the amount of \$4,060.80. Total approved Gravity Sewer Replacement/Lining \$21,075.01.
CAPITAL FUNDED PROJECT BUDGETED \$50,000
- ITEM-19** Town Council approval of Site Savvy, Inc., Payable through September 4, 2026, Project Name: Gravity Sewer Replacement/Lining MH166 – Mill St. & Alma St. in the amount of \$4,786.17. Total approved Gravity Sewer Replacement/Lining \$21,075.01.
CAPITAL FUNDED PROJECT BUDGETED \$50,000

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 Regular Meeting Meeting Date: Sept. 17, 2026

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

SUBJECT: Town Council approval of the Bid Review Committee's recommendation to authorize the engagement of Meyer-Najem Construction for construction of the Hilliard Hurricane Shelter and Multi-Use Building, contingent upon the State's approval.

BACKGROUND:

The Town solicited bids for the construction of the Hilliard Hurricane Shelter and Multi-Use Building. Following the bid evaluation process, the Bid Review Committee reviewed the submissions and recommends awarding the construction contract to Meyer-Najem Construction.

Please see the attached letter from PQH for additional information regarding the bid review and recommendation.

The award and execution of the construction contract shall be contingent upon receipt of all required State approvals.

FINANCIAL IMPACT:

Funding for the Hilliard Hurricane Shelter and Multi-Use Building has been identified within the approved project funding. The financial impact of the contract will be based on the final contract amount with Meyer-Najem Construction and will be subject to all applicable funding requirements and State approval.

RECOMMENDATION:

Town Council approve the Bid Review Committee's recommendation to award the construction contract for the Hilliard Hurricane Shelter and Multi-Use Building to Meyer-Najem Construction, contingent upon the State's approval.

DESIGNING FOR TOMORROW, **TODAY**

September 11, 2026

Town of Hilliard

15859 West CR 108
Hilliard, Florida 32046

**RE: Recommendation for Award of Construction Contract
Hilliard Hurricane Shelter and Multi-Use Building**

Mayor and Town Council:

On September 9, 2026, the Town of Hilliard received and opened sealed bids for the construction of the Hilliard Hurricane Shelter and Multi-Use Building pursuant to the requirements of the Invitation to Bid. A total of five (5) responsive bids were received and evaluated by a review committee representing the best interests of the Town. The evaluation committee consisted of:

- Lisa Purvis, Town Clerk
- LeeAnne Wollitz, Land Use Administrator
- Gabe Whittenburg, Parks & Recreation Director
- Charles Sohm, Civil Engineer
- Aldo Minozzi, Architect

The committee reviewed each proposal in accordance with the evaluation criteria established within the Invitation to Bid. The criteria included Qualifications and Related Experience (10 points), Staffing and Project Organization (5 points), Project Approach, Work Plan and Schedule (5 points), References (5 points), and Bid Price (75 points).

In addition to evaluating the qualifications, experience, references, staffing approach, and cost proposals submitted by the bidders, the committee also reviewed the nine (9) bid alternates identified in the bid documents. After reviewing the alternates and considering project budget, functionality, and long-term value to the Town, the committee recommends acceptance of five (5) of the nine (9) alternates included in the bid package. The five alternates that were analyzed and incorporated into the recommended contract subtotal are:

1. Alternate No. 2 – Interior Wall Furring (Deduct)
2. Alternate No. 6 – Equipment Cage (Deduct)
3. Alternate No. 7 – Steel Bleachers (Add/Deduct)
4. Alternate No. 3 – Sound Attenuation Ceiling (Deduct)
5. Alternate No. 4 – Sound Attenuation Walls (Deduct)

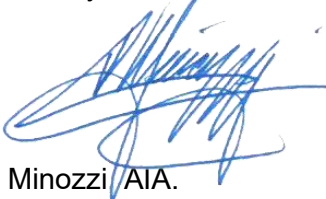
Based upon the comprehensive review of the submitted qualifications, the demonstrated experience of the firms, the proposed project teams, references, pricing, and the overall value offered to the Town, the evaluation committee determined that Meyer-Najem Construction provides the proposal that best meets the needs and objectives of the Town of Hilliard for this project. The committee found that Meyer-Najem demonstrated superior qualifications, project experience, staffing resources, and references, while providing a competitive proposal for the successful completion of the Hurricane Shelter and Multi-Use Building.

The base bid submitted by Meyer-Najem Construction was \$7,033,979.00. Incorporating the committee's recommended alternates, consisting of Alternate No. 2, 3, 4, 6, and 7, results in a recommended contract subtotal of \$6,875,447.00. This amount represents the lowest evaluated bid among the responsive bidders for the selected scope of work.

Therefore, it is the recommendation of the evaluation committee that the Town of Hilliard authorize the engagement of Meyer-Najem Construction for the construction of the Hilliard Hurricane Shelter and Multi-Use Building, including the incorporation of the five recommended alternates as determined by the evaluation committee, subject to successful contract negotiations and final approval by the Town Council.

On behalf of the evaluation committee, I respectfully submit this recommendation for consideration and approval by the Town Council

Respectfully submitted,



Aldo Minozzi /AIA.
Principal, Vice President.
PQH Group Design Inc.

Attachment A.1

Summary Tables

Price Summary

Bidder	Base Price	2- Interior Wall Furring DEDUCT	6- Equipment Cage DEDUCT	7- Steel Bleacher ADD/DEDUCT	3- Sound Attenuation Ceiling DEDUCT	4- Sound Attenuation Walls DEDUCT	Contract Subtotal	Difference from Low Bid
Meyer-Najem	\$ 7,033,979.00	\$ (102,456.00)	\$ (18,978.00)		\$ (18,997.00)	\$ (18,101.00)	\$ 6,875,447.00	\$ -
Auld & White Constructors	\$ 7,119,000.00	\$ (100,100.00)	\$ (30,400.00)	\$ 16,100.00	\$ (19,900.00)	\$ (19,000.00)	\$ 6,965,700.00	\$ 90,253.00
K & G Contracting	\$ 7,693,163.00	\$ (106,000.00)	\$ (23,452.00)	\$ 59,520.00	\$ (16,675.00)	\$ (27,800.00)	\$ 7,578,756.00	\$ 703,309.00
Thomas May Construction	\$ 8,100,000.00	\$ (106,661.00)	\$ (28,952.00)	\$ 71,424.00	\$ (18,997.00)	\$ (18,101.00)	\$ 7,998,713.00	\$ 1,123,266.00
Foresight Construction	\$ 8,649,244.00	\$ (109,192.00)	\$ (23,452.00)	\$ 64,646.00	\$ (19,378.00)	\$ (18,464.00)	\$ 8,543,404.00	\$ 1,667,957.00

Evaluation Summary

Bid Evaluation Summary

Weighted score out of 10; ranking applies only when Responsive? is Yes and all 20 reviewer scores are entered

Price Pct		75								
Bidder	Responsive?	Scores Entered	Completion	Qualitative Score	Qualitative Subrank	Price Score	Price Subrank	Total Score	Total Rank	Status
Auld & White Constructors	Yes	20	100%	20.90	2	75.00	1	95.90	1	Complete
Foresight Construction	Yes	20	100%	17.90	3	73.35	2	91.25	2	Complete
Meyer-Najem	Yes	20	100%	22.90	1	63.58	4	86.48	3	Complete
K & G Contracting	Yes	20	100%	14.60	5	66.10	3	80.70	4	Complete
Thomas May Construction	Yes	20	100%	15.60	4	57.05	5	72.65	5	Complete



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: September 17, 2026

FROM: ***Sherri Mitchell – Executive Director NCEDB***

SUBJECT: Town Council to hear the Operations Update from the Nassau County Economic Development Board.

BACKGROUND:

NCEDB is the leading economic development authority in Nassau County focused on attracting new business, workforce development, and business expansion services. NCEDB works closely with municipalities to support infrastructure improvements and readiness initiatives in an effort to support job growth and economic prosperity.

FINANCIAL IMPACT:

NCEDB supported Hilliard's initiatives to secure state funding for:

- Hilliard Parallel Water Main Extension to FAA Facility: Form **#2935**
- Hilliard Sanitary Sewer Collection System Rehabilitation: Form **#2933**
 - \$1,754,114 in the final budget
 - Supported the lobbying of Governor and his budget staff to protect from a line-item veto of the project
- Hilliard Water Main Extension Rural Water Supply Expansion: Form **#2934**

NCEDB partners with Hilliard Middle-Senior High School during Nassau County's Manufacturing Day to help encourage growing the local talent pool.

NCEDB participated in the initial conversations to attract the development of the North Florida Motorsports Park currently in contract conversations

RECOMMENDATION:

Town Council approval of the request for an annual contribution of \$5,000 to the Nassau County Economic Development Board.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Regular Meeting Meeting Date: Sept 17, 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. Adopting on First Reading and set a Public Hearing & Final Reading for October 15, 2026.

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 November 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 First Reading and set the Public Hearing and Final Reading for October 15, 2026.**

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: $\$467,377.10 \div 8 \times 12 =$ **\$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: $\$610,694.51 \div 8 \times 12 =$ **\$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.

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

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, November 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
Publication Date:	September 30, 2026
Public Hearing:	October 15, 2026
Second/Final Reading:	October 15, 2026

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

SECTION 1. WATER & SEWER USAGE RATES AND TAXES

<u>12.00%</u>	WATER	INCREASE
<u>20.00%</u>	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

<u>12.00%</u>	WATER	INCREASE
<u>20.00%</u>	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.

BASED ON AVERAGE MONTHLY CONSUMPTION

<u>3,000 GALLONS</u>	<u>5,000 GALLONS</u>
RESIDENTAL AVERAGE	COMMERCIAL
BILL	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

<u>3,000 GALLONS</u>	<u>5,000 GALLONS</u>
RESIDENTAL AVERAGE	COMMERCIAL
BILL	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	\$174.30 CURRENT
TOTAL	TOTAL
\$95.62 NEW	\$203.90 NEW
\$81.80 CURRENT	\$174.30 CURRENT
\$13.83 DIFFERENCE	\$29.60 DIFFERENCE



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: September 17, 2026

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

SUBJECT: Town Council to adopt Resolution No. 2026-10, authorizing the Hilliard Middle Senior High School Homecoming Parade on Friday, October 2, 2026, beginning at 2:45 p.m.

BACKGROUND:

See attached resolution required to temporarily close the Town of Hilliard public right of ways.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Town Council adoption of Resolution No. 2026-10, authorizing the HMSHS Homecoming Parade on Friday, October 2, 2026.

RESOLUTION NO. 2026-10

A RESOLUTION AUTHORIZING THE PERMITTING OF A HOMECOMING PARADE FOR THE LOCAL HIGH SCHOOL ON BOTH LOCAL AND COUNTY ROADS, WHICH INCLUDES COUNTY ROAD 108; RESPONSIBILITY FOR TRAFFIC CONTROL; FOR CLAIMS ARISING FROM SUCH EVENT DUE TO ACTION ON THE PART OF OR AUTHORIZED BY THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Hilliard, Florida is required by various individuals and or organizations from time to time, to allow the use of streets and highways within the Town limits for the purpose of holding parades, or other special events, and

WHEREAS, the Town of Hilliard, determines that the homecoming parade for the local high school will proceed down local and county roads, which includes County Road 108 is an event that is acceptable, appropriate, beneficial and in the best interest of the Town, and

WHEREAS, the Town of Hilliard is willing to assume the responsibility for this decision as it is related to acts done or authorized by the Town employees or its agents.

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

1. That this Resolution be said and the same is hereby declared and determined to constitute the authority for the Town to obtain permission from the Nassau County Board of County Commissioners for the approved parade on both town and county roads, which includes County Road 108, on the 2nd, day of October 2026.
2. That the Nassau County Sheriff's Department will assume responsibility for traffic control.
3. That the Nassau County Sheriff's Department is responsible only for the claims arising from and based upon the activities of its officers, agents or employees at this event.
4. The Nassau County Sheriff's Office is hereby authorized to carry out the intent and purposes of this Resolution.
5. That this Resolution shall take effect immediately upon its adoption.

THIS RESOLUTION adopted this _____ day of _____,
_____ by the Town Council of the Town of Hilliard, Florida.

Kenneth A. Sims
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting

Meeting Date: Sept. 17, 2026

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

SUBJECT: Town Council Review and Consider the Statewide Mutual Aid Agreement with the State of Florida Division of Emergency Management

BACKGROUND:

Martha Oberdorfer, Deputy Emergency Management Director with the Nassau County Sheriff's Office, contacted the Town of Hilliard by email on September 4, 2026, requesting that the Town consider signing the Statewide Mutual Aid Agreement.

The Statewide Mutual Aid Agreement has already been executed by the City of Fernandina Beach, the Nassau County Board of County Commissioners, Nassau County Emergency Management, and the Nassau County Sheriff's Office.

FINANCIAL IMPACT:

NA

RECOMMENDATION:

Town Council Review and Consider the Statewide Mutual Aid Agreement with the State of Florida Division of Emergency Management

RESOLUTION NO. 2026-11**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
HILLIARD, FLORIDA, A MUNICIPAL CORPORATION ADOPTION OF
THE STATEWIDE MUTUAL AID AGREEMENT.**

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

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

That in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

PASSED AND ADOPTED this _____ day of _____, _____ by the Hilliard Town Council, Hilliard, Florida.

Kenneth A. Sims
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



ITEM-6

Ron DeSantis, Governor

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



ITEM-6

Ron DeSantis, Governor

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



ITEM-6

Ron DeSantis, Governor

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



ITEM-6

Ron DeSantis, Governor

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



ITEM-6

Ron DeSantis, Governor

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



ITEM-6

Ron DeSantis, Governor

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



ITEM-6

Ron DeSantis, Governor

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



ITEM-6

Ron DeSantis, Governor

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



ITEM-6

Ron DeSantis, Governor

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall be provided to each Participating Party.
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



ITEM-6

Ron DeSantis, Governor

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



ITEM-6

Ron DeSantis, Governor

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



ITEM-6

Ron DeSantis, Governor

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



ITEM-6

Ron DeSantis, Governor

FOR ADOPTION BY A MUNICIPALITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

ATTEST:
CITY CLERK

CITY/TOWN OF

By: _____

STATE OF FLORIDA

Title: _____

By:

Title: _____

Date: _____

Approved as to Form By:

Attorney



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: Sept. 17, 2024

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

SUBJECT: Town Council approval of Whisper Ridge Subdivision Bond Release and acceptance of Whisper Ridge Subdivision.

BACKGROUND:

In July 2024, Whisper Ridge completed the warranty period. The developer agreed to save all curb repairs until the conclusion of dwelling construction. All other repairs are completed and inspected by Town Staff. Staff recommended allowing a Bond Reduction on 75% holding \$41,294.26 in bond until the completion of the curb repairs. By August 2026, all dwellings have been completed, and all items under the reduced bond agreement have been completed and inspected to the satisfaction of the Public Works Director and Land Use Administrator.

Included in packet:

Maintenance Bond Release

Whisper Ridge Public Improvements Valuation Schedule

Whisper Ridge Staff Report - Public Improvements Acceptance

Bill of Sale for Properties transferring to Town of Hilliard

FINANCIAL IMPACT:

NA

RECOMMENDATION:

Town Council approval of Whisper Ridge Subdivision Bond Release and acceptance of Whisper Ridge Subdivision.

RELEASE OF MAINTENANCE BOND

This Release of Maintenance Bond (the "Release") is hereby presented by the Town of Hilliard, Florida, to LGI Homes- Florida, LLC, (the "Principal"), and Harco National Insurance Company (the "Surety Company") Bond No. 0842134, as of this ____ day of _____, 2026.

WHEREAS, PRINCIPAL has constructed certain improvements, including but not limited to, streets, curbs, storm drains, water, sewer system and other appurtenances in that certain development described as **Whisper Ridge**; and

WHEREAS, pursuant to the Town of Hilliard Code, the aforesaid improvements were made pursuant to certain plans and specifications dated 9-14-2021, and filed with the TOWN; and

WHEREAS, PRINCIPAL was obligated to protect the TOWN against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of one (1) year beginning on the 15, day of July, **2023**; and

WHEREAS, the Town of Hilliard has determined that the required maintenance period has been satisfactorily completed and that the improvements remain in compliance with the applicable requirements, standards, and specifications of the Town of Hilliard.

NOW THEREFORE, the Maintenance Bond issued for the above indicated Improvements is hereby released.

TOWN OF HILLIARD, FLORIDA

By: _____

Printed: _____

Title: _____



TOWN OF HILLIARD
PUD – PUBLIC IMPROVEMENTS VALUATION SCHEDULE
15859 W CR 108 Hilliard, FL 32046
Phone: 904-675-6171 | buildingpermits@townofhilliard.com

ITEM-7

WHISPER RIDGE PLANNED UNIT DEVELOPMENT (PUD)

For Town Council Review – Proposed Town-Owned / Town-Maintained Infrastructure

Development:	Whisper Ridge PUD
PUD Approval:	Ordinance No. 2021-02
Developer / Applicant: LGI Homes-Florida, LLC	B.A.M.S. Properties LLC/ LGI Hones Florida LLC
Date Submitted:	9.1.2026
Prepared By:	

PURPOSE

This schedule identifies the value of infrastructure improvements proposed for transfer to the Town of Hilliard for ownership and/or ongoing operation and maintenance. Values are to be completed and certified by the developer and/or its licensed professional engineer.

ORDINANCE BASIS

Ordinance No. 2021-02 provides for internal streets with a minimum 50-foot right-of-way, curb and gutter, stormwater treatment and collection systems, and dedication or grant to the Town in accordance with Town standards. Streetlight electrical service and maintenance become the Town's responsibility once the streets are accepted. The Applicant is responsible for extending water and sanitary sewer systems to the Property.

Improvement	Description / Limits	Value
Public Streets / Rights-of-Way	Whisper Way; Whippoorwill Court; Wardier Lane	\$440,594.00
Drainage / Stormwater Collection	Public drainage conveyance, stormwater collection structures, piping and roadway drainage proposed for Town acceptance	\$265,747.00
Potable Water System	Public water main extension and associated public water infrastructure constructed to serve Whisper Ridge	\$158,530.00
Sanitary Sewer / Wastewater System	Public gravity sewer extension and associated public wastewater infrastructure constructed to serve Whisper Ridge	\$564,541.00
Street Lighting	Streetlights installed along the development streets, including poles, fixtures and related infrastructure	\$2,400.00
Fire Hydrants / Public Fire Protection	Fire hydrants and associated public fire-protection infrastructure installed in accordance with Town requirements	\$15,000.

TOTAL VALUE OF IMPROVEMENTS PROPOSED FOR TOWN ACCEPTANCE: \$1,446,812.00



TOWN OF HILLIARD
PUD – PUBLIC IMPROVEMENTS VALUATION SCHEDULE
15859 W CR 108 Hilliard, FL 32046
Phone: 904-675-6171 | buildingpermits@townofhilliard.com

ITEM-7

ITEMS NOT INCLUDED IN TOWN ACCEPTANCE VALUE

The 235-foot northbound right-turn lane on Kings Ferry Road is excluded because Kings Ferry Road is under Nassau County jurisdiction. The stormwater treatment facility and other common-area improvements for which Ordinance No. 2021-02 assigns maintenance responsibility to the homeowners' association are also excluded.

CERTIFICATION OF VALUE

I certify that the values shown represent the actual or reasonable installed value of the public improvements identified for transfer to the Town and are supported by available construction, contract, pay application, or other cost documentation.

Developer / Applicant:	LGI Homes-Florida, LLC
Licensed Engineer / Firm:	Connely & Wicker INC>
Florida PE License No.:	LC2600311
Signature / Date:	September 9 th , 2021



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

WHISPER RIDGE PUD – ACCEPTANCE OF PUBLIC IMPROVEMENTS
Town Council Meeting – Proposed Action: Accept Ownership and Maintenance

Agenda Item:	Whisper Ridge PUD – Public Infrastructure Acceptance
Applicant / Developer:	B.A.M.S. Properties LLC/ LGI Homes Florida LLC
PUD Ordinance:	Ordinance No. 2021-02
Department:	Town Administration / Public Works / Engineering
Staff Recommendation:	Approve acceptance of the public improvements identified below.
Council Action Requested:	Authorize acceptance of ownership and maintenance responsibility for the qualifying public improvements.

BACKGROUND

Whisper Ridge is a Planned Unit Development approved by the Town Council through Ordinance No. 2021-02. The PUD provides for internal streets and associated infrastructure, including water, sanitary sewer, drainage/stormwater collection, sidewalks, streetlights, and fire hydrants.

Town staff has completed the applicable inspections and review process for the infrastructure proposed for Town acceptance and has received the required closeout materials from the development, subject to final Council acceptance.

INFRASTRUCTURE PROPOSED FOR TOWN ACCEPTANCE

Improvement	Town Ownership / Maintenance	Status
Public Streets / Rights-of-Way – Whisper Way, Whippoorwill Court, Wardier Lane	Town acceptance of the dedicated/granted streets and associated public roadway improvements, including curb and gutter.	☒ Complete
Drainage / Stormwater Collection	Town acceptance of public drainage conveyance and collection infrastructure associated with the streets. The stormwater treatment facility remains subject to HOA maintenance responsibility.	☒ Complete
Potable Water System	Town acceptance of the public water infrastructure constructed to extend service into the PUD.	☒ Complete
Sanitary Sewer / Wastewater System	Town acceptance of the public wastewater infrastructure constructed to serve the PUD.	☒ Complete
Street Lighting	Upon acceptance of the streets, the Town assumes electrical service and maintenance responsibility for streetlights under Ordinance No. 2021-02.	☒ Complete
Fire Hydrants / Public Fire Protection	Town acceptance of public fire-protection infrastructure installed in accordance with applicable Town requirements.	☒ Complete



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

STAFF CLOSEOUT CERTIFICATION

Staff has reviewed the completed improvements and confirms that the following closeout items have been completed or received:

- ☒ Final/as-built plans and applicable record drawings
- ☒ Required inspection records and field observations
- ☒ Required testing and certification documentation
- ☒ Water system documentation
- ☒ Wastewater system documentation
- ☒ Drainage/stormwater documentation and applicable permit closeout information
- ☒ Street and right-of-way inspections
- ☒ Streetlight installation review
- ☒ Fire hydrant installation review
- ☒ Required easements, dedications, warranties, bonds, and other closeout documents
- ☒ Public improvements valuation schedule

KINGS FERRY ROAD TURN LANE – COUNTY JURISDICTION

The 235-foot northbound right-turn lane required by Ordinance No. 2021-02 is not included in the Town's acceptance action because Kings Ferry Road is under Nassau County jurisdiction. It is excluded from the Town-owned improvement inventory and Town maintenance responsibility.

FINANCIAL / ASSET RECORD

The developer's Public Improvements Valuation Schedule identifies the value of the infrastructure proposed for Town ownership and maintenance. Upon Council acceptance, staff should use the approved valuation and supporting documentation to establish or update the applicable capital asset and infrastructure records.

Total value proposed for Town acceptance: \$ 1,446,812.00

STAFF RECOMMENDATION

Staff recommends that the Town Council accept ownership and maintenance responsibility for the Whisper Ridge internal streets, public drainage and stormwater collection infrastructure, public water and wastewater infrastructure, streetlights, and fire hydrants, subject to final recorded dedications/easements and completion of all required closeout documentation.

Staff further recommends that Council authorize the appropriate Town officials to execute necessary acceptance documents and direct staff to incorporate the accepted improvements into the Town's maintenance and asset records.

PROPOSED COUNCIL ACTION

Motion to accept ownership and maintenance responsibility for the Whisper Ridge PUD public improvements identified in the Staff Report and supporting Public Improvements Valuation Schedule, and to authorize Town staff to complete the necessary documentation and asset/maintenance record updates.

Bill of Sale

This Bill of Sale, made on July 16th, 2023 between **Whisper Ridge Home Owners Association, Inc.**, a Florida corporation ("Seller"), and **Town of Hilliard, Florida**, a municipal corporation ("Buyer").

Witnesseth, that Seller, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to Seller by Buyer, receipt and sufficiency of which is hereby acknowledged, delivers, grants, bargains, sells and transfers forever to Buyer the following goods and chattels, to wit:

All water mains, water services between mains and water meters, meters, fire hydrants and all sewer mains, manholes, and sewer services between mains located within the right-of-ways of Whisper Ridge

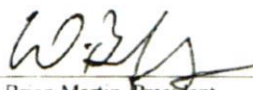
Said property being located at:

Whisper Ridge, as recorded in Instrument Number 202345008249, Plat Book 2626, Pages 1421-1423 of the Public Records of Nassau County, Florida.

Seller covenants to Buyer that Seller is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that Seller has good right to sell that property, and that Seller will warrant and defend the sale of said property, goods and chattels unto the Buyer against the lawful claims and demands of all persons whomsoever.

"Seller" and "Buyer" shall be used for singular or plural, natural or artificial, which terms shall include the heirs, legal representatives, successors and assigns of Seller and Buyer whenever the context so requires or admits.

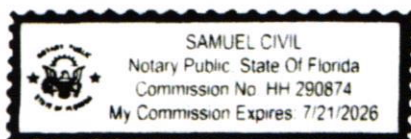
Whisper Ridge Home Owners Association, Inc., a Florida corporation

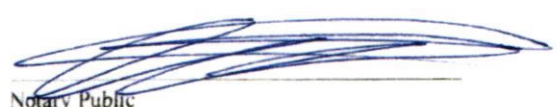

By: Brian Martin, President

State of Florida
County of Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of July, 2023 by Brian Martin, President of Whisper Ridge Home Owners Association, Inc., a Florida corporation, on behalf of the corporation. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]




Notary Public

Printed Name: Samuel Civil

My Commission Expires: 7/21/26



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: Sept 17, 2026

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

SUBJECT: Town Council approval of a 3% increase to the Agreement with Bryan Higginbotham for Building Official, Building Inspection, and Plans Review Services.

BACKGROUND:

Bryan Higginbotham has provided Building Official, Building Inspection, and Plans Review Services to the Town of Hilliard since April 1, 2021. Mr. Higginbotham has requested a 3% increase to the current agreement, resulting in an annual increase of \$1,050.30.

A revised agreement is also being proposed to establish an indefinite contract term while requiring Town Council approval for any annual compensation increase. The proposed language provides that the agreement will become effective October 1, 2026, and remain in effect for an indefinite period. Either party may terminate the agreement, with or without cause and for convenience, upon thirty (30) days' written notice.

The proposed compensation language allows for an annual adjustment of up to 3%, subject to approval by the Hilliard Town Council.

FINANCIAL IMPACT:

- Current Contract: \$35,010.00 annually
- Proposed Contract: \$36,060.30 annually
- Annual Increase: \$1,050.30 (3%)

RECOMMENDATION:

Staff recommends that the Town Council approve the Agreement for Building Official, Building Inspection, and Plans Review Services with Bryan Higginbotham of Higginbotham Brothers Construction, Inc., including the proposed 3% increase and revised contract terms.

**TOWN OF HILLIARD
AGREEMENT FOR BUILDING OFFICIAL, BUILDING INSPECTION, AND
PLAN REVIEW SERVICES**

This Professional Services Agreement (hereinafter 'Agreement') is made and executed on this _____ day of _____, 2026, by and between the Town of Hilliard and Higginbotham Brothers Construction, Inc. (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Contractor is a Florida corporation engaged in the business of offering building code administration building inspection and plan review services to municipalities, counties and other governmental bodies, and

WHEREAS, Town of Hilliard is in need of professional services of consulting for the purpose of providing building code administration, building inspections and plan review services per §468.604, Florida Statutes and

WHEREAS, the parties wish to enter into this Agreement, to establish a contractual relationship, expectations and fees for the services rendered and to establish the guidelines for the professional consulting work to be performed.

NOW THEREFORE, in consideration of these premises, the terms and conditions hereinafter set forth, and the mutual benefits to be received, the Parties agree the above recitals are true and correct and as follows:

1. Contractor agrees to provide professional building code administration, building inspections and plan review services to Town of Hilliard for projects not to exceed a construction value of two (2) million dollars. Projects with construction value in excess of two (2) million dollars shall be contracted separately. This agreement shall become effective on the date it is executed by all parties and shall remain in full force and effect until terminated by either party in accordance with the termination provisions of this Agreement. The compensation rates established under this Agreement may be adjusted annually by up to three percent (3%), subject to the approval by the Hilliard Town Council.

2. Town of Hilliard agrees to retain Contractor to serve as Building Official for the Town of Hilliard.

3. In payment for the Contractor performing the services described in this Agreement, Town of Hilliard agrees to pay Contractor professional fees at a rate of \$36,060.30 annually. Contractor agrees to submit to Town of Hilliard monthly invoices for services rendered, that exceed the monthly rate, for which the Town of Hilliard agrees to pay Contractor within thirty (30) days. If this Agreement is initiated or terminated outside of a monthly billing time period, Town of Hilliard shall pro rate payment according to the number of days services were actually provided and received.

4. Contractor agrees to work as an independent contractor for all professional services performed under this Agreement. Additionally, Contractor understands there is no provision of transportation, health insurance, personal or fringe benefits relating to this Agreement for Contractor or any of its employees.

5. Contractor agrees to use his expertise and best efforts in performing the responsibilities of: Building Official, building inspection services; plan review; building code enforcement; issuing certificates of occupancy; inspecting building construction, erection, repair, additions, remodeling demolition or alterations which require permits; and indicating compliance with building, plumbing, mechanical, electrical, gas fire prevention, energy, accessibility rules, regulations and other codes as required by Florida law or Town of Hilliard ordinances and regulations.

6. Contractor agrees to provide Building Official, building inspection and plan review services two days per week. Contractor will be available in person to discuss issues with other employees of the Town of Hilliard, the Building Department and the Planning and Zoning Department. Contractor will be available Tuesday (pm) and Thursday (pm) for the customary issues and at any time of emergency requiring the Building Official. If Contractor is out of town and unable to appear in person, Contractor will be available by telephone to answer questions related to plan review, inspections, permitting, building codes, and discuss issues with staff, customers, contractors, homeowners, or the general public.

7. Contractor agrees to maintain in good standing and keep current the following professional license: Building Code Administrator BU1851.

8. Town of Hilliard agrees Contractor and Town of Hilliard are charged with the enforcement of the Florida Building Code and Town of Hilliard Code of Ordinances, while performing services pursuant to this Agreement as required by the Florida Statutes, Florida Building Code and any other federal, state, or local laws, rules and regulations. Contractor may not be held personally liable. Contractor agrees to obtain professional liability insurance with a policy limit of \$1,000,000.00 of which Town of Hilliard shall be named as an insured. A valid certificate of insurance coverage shall be provided to the Town of Hilliard prior to any work performed pursuant to this Agreement. Contractor agrees to maintain the aforementioned insurance.

9. This Agreement may only be changed by written amendment, after approval by Town of Hilliard and signed by both parties.

10. This Agreement shall become effective on **October 1, 2026**, and be for an indefinite period but may be terminated, with or without cause and for convenience, by either party upon thirty (30) days written notice to the other party.

11. Notice pursuant to this Agreement shall be given to the addresses as follows:

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

Contractor
Bryan Higginbotham
11198 JD Smith Trl
Glen St. Mary, FL 32040

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given

as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

12. The invalidity of any portion of this Agreement by a court of competent jurisdiction will not affect the validity of any other provision. In the event that any provision of this Agreement is held invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

13. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Town of Hilliard policies, ordinances, rules, regulations or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions during the term of this Agreement.

14. Contractor agrees to provide Town of Hilliard all documentation, whether in paper or electronic format, relating to the work performed pursuant to this Agreement. Additionally, Contractor agrees to comply with all aspects of Florida's sunshine and open government laws, Florida's public records laws as described in Chapter 119, Florida Statutes, and related record retention requirements.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf as of the date and year first above written.

Signed and sealed this _____ day of _____, _____.

Witnesses:

Witness

Bryan Higginbotham
Building Official

Witness

Kenneth A. Sims, Sr.
Council President

Attest:

Lisa Purvis
Town Clerk

Approved:

John P. Beasley
Mayor



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: Sept 17, 2026

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

SUBJECT: Town Council approval of termination of Contractual Services Agreement with Southern Operations Group, Inc., Mr. Rodney McDaniel

BACKGROUND:

Seeking approval and date of the termination of contractual services between the Town of Hilliard and Southern Operations Group Inc., Mr. Rodney McDaniel for water and waste operations, maintenance and management services. Town will hire a dual licensed Lead Plant Operator to ensure permit and regulatory compliance.

FINANCIAL IMPACT:

Lead Dual Plant Operator – Grade 5/Step 7 annual salary, Florida Retirement costs and health insurance = \$82,122.04

Estimated contract annual expense= \$106,560.00

RECOMMENDATION:

Town Council approval of the termination of contract effective October 18, 2026.

AGREEMENT FOR WATER AND WASTE OPERATION, MAINTENANCE, AND MANAGEMENT SERVICES

THIS SERVICES AGREEMENT (the "Agreement") is made this 15th day of January, 2026 between Town of Hilliard, Florida (the "Town"), a Florida municipal corporation, and Rodney F. McDaniel or his valid permitted assigns ("Service Provider"). The Town and Service Provider are sometimes collectively referred to herein as the "Parties" and individually as a "Party".

WHEREAS:

- Town possesses and operates several critical utility facilities for providing water and waste services to the residents of the Town;
- Town continues to require a licensed, experienced operator to operate, maintain, and manage those facilities;
- Town wishes Service Provider to continue providing services for management and operation of the Town's water system at its facilities located in Hilliard, FL (the "Facilities") in accordance with the terms and conditions of this Agreement;
- Service Provider provides operational services for and management of water facilities, along with staff and equipment necessary to operate and maintain the Facilities all as regulated, required or certified by the appropriate local, state, or federal authorities; and
- Town wishes to continue retaining Service Provider and Service Provider desires to continue providing services to the Town in related to the operation of the Facilities.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable considerations, the Parties agree as follows:

1. Services.

1.1. The Town hereby retains the Service Provider to perform the services shown on the attached **Exhibit A** (collectively the "Services") on behalf of the Town.

1.2. The Parties acknowledge and agree that during the term of the Agreement the Services may be modified and/or expanded from time to time upon a written agreement executed by authorized representatives of the Parties expressly referencing this Agreement.

1.3. Town acknowledges and agrees that Service Provider may use subcontractors and consultants to perform some of the Services to be provided under this Agreement.

2. Term. This Agreement shall take effect on the Commencement Date and remain in effect for a period of one (1) year, unless terminated by either Party. Town may terminate the Agreement at any time for convenience, in which case, Town shall remain liable for paying Service Provider for any outstanding amounts or amounts due for services performed prior to termination. Service Provider shall provide at least sixty (60) days written notice of termination. Service Provider understands that the Town must seek out a permanent service provider for the same operations, maintenance, and management services pursuant to the Town's procurement policies and applicable Florida law and thus this Agreement is approved due to the exigent circumstances in order to ensure proper utilities for the Town's residents.

3. Fees and Expenses.

3.1. Standard Fees. As full and complete compensation for performing all Services specified in this Agreement and for assuming all duties, responsibilities, and obligations required by this Agreement, Town agrees to pay Service Provider at the rates described in **Exhibit B.**

3.2. Additional Services and Expenses. Town shall pay Service Provider for reasonable expenses ("Expenses") and for all additional work Town requests to be performed by and actually performed by Service Provider above and beyond the Services. Such additional work must be agreed to in writing by both Town and Service Provider before Service Provider performs any Additional Services. The Town's Public Works Director shall be authorized to approve such Additional Services. With respect to Additional Services, Town will pay Service Provider for the actual hours spent by Service Provider's personnel who perform such additional work. Rates are exclusive of taxes, levies, duties, governmental charges and expenses (with the exception of any of Service Provider's income taxes), which amounts will be billed to and paid by Town. All Additional Services provided by Service Provider shall be governed by the provisions of this Agreement.

4. Billing and Payment.

4.1. For the Services and/or Additional Services, Service Provider shall prepare and submit invoices to the Town on a monthly basis. Town shall pay Service Provider no later than fourteen (14) days of receipt of the invoice.

4.2. Payments due hereunder must be made by wire transfer, certified check, bank check or such other method as may be agreed upon by the Service Provider. Town shall have no right of offset or withholding under this Agreement. Any amounts not paid by Town when due to Service Provider shall be subject to interest charges, from the date due until paid, at the rate of one-half percent (0.5%) per month, payable monthly. If any amounts due to Service Provider from Town becomes past due for any reason, Service Provider may at its option and without further notice withhold further Services until all invoices have been paid in full, and such withholding of Services shall not be considered a breach or default of any of Service Provider's obligations under this Agreement.

5. Compliance with Laws; Permits and Licenses. Service Provider shall, at its own expense, operate in full compliance with all Applicable Law, including but limited to governmental

laws, regulations and requirements applicable to the duties conducted hereunder. Service Provider shall obtain and maintain in force, at its own expense, all licenses, permits and approvals required for its performance under this Agreement, and will obtain all required inspections, authorizations and approvals prior to commencement of the Services.

6. Service Provider Obligations. The Service Provider agrees to, pursuant to the terms of this Agreement:

6.1. Use qualified personnel to perform the Services in accordance with any operational or maintenance manuals provided to Service Provider by Town.

6.2. Operate and manage the Town's water and wastewater systems as much as necessary to ensure lawful, smooth operation.

6.3. Maintain such logs at each of the Facilities as are necessary and notify Town as soon as reasonably practical of any issues regarding Town's equipment.

6.4. In an Emergency Event, act outside the Scope of Services without written amendment to this Agreement, at Service Provider's discretion, to attempt to prevent threatened damage, injury or loss.

6.5. Provide contact numbers for Service Provider to provide services to Town during Emergency Events.

6.6. Prepare operating reports, test results accountings, laboratory analysis, and all other reports as required by Applicable Law and submit them to Town for signature and transmittal to appropriate authorities as requested.

6.7. Provide Town with information and documentation for use in response to Florida Department of Health, Florida DEP, or US EPA inspection letters.

6.8. Develop a routine maintenance program in accordance with equipment operations and maintenance manual requirements.

6.9. Assist with development of annual capital and operating and maintenance budgets associated with the Services.

6.10. Document, monthly, all repairs and preventive maintenance work including the date, location, time, and brief description of the work performed.

6.11. Perform the items described in **Exhibit A**.

6.12. To communicate as necessary with the Town's Public Works Director and/or Town Clerk to ensure the fulfillment of all the above-described duties. The Public Works Director shall be the primary point of contact.

7. Town Obligations. The Town agrees to, pursuant to the terms of this Agreement:

7.1. Provide Service Provider reasonable use of office spaces, buildings, and shop areas which Town has access to in and around the Facilities.

7.2. Basic interior housekeeping, maintaining the aesthetics of the Facilities, maintaining them in a clean, neat, and orderly fashion, with the floors free of mud, debris, trash, sewage, screenings, sludge, etc.

7.3. Maintain basic exterior maintenance such as landscaping, keeping trees and shrubs trimmed, grass maintained and mowed, and otherwise keeping the grounds free of noxious weeds, debris, trash, etc., and maintaining and securing the Facilities with locks.

7.4. Pay for chemicals, electrical power to the Facilities, and repairs to the extent not covered under another portion of this Agreement.

8. Warranty. The Services to be performed hereunder are related to management of water and wastewater treatment facilities and street departments. Except as otherwise specifically included herein, Service Provider does not warrant in any form the results or achievements of the Services provided or the resulting work product and deliverables. Service Provider warrants that the Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with the generally accepted industry standards and practices.

LIMITATION OF WARRANTY. THE WARRANTY SET FORTH IN THIS SECTION 8 IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES, WORK PRODUCT OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. SERVICE PROVIDER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY SERVICES OR WORK PRODUCT OR DELIVERABLES PROVIDED BY THIRD PARTY VENDORS IDENTIFIED OR REFERRED TO THE TOWN BY THE SERVICE PROVIDER DURING THE TERM OF THIS AGREEMENT, PURSUANT TO ANY SOW OR OTHERWISE. TOWN'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS REPERFORMANCE OF THE SERVICES, OR IF REPERFORMANCE IS NOT POSSIBLE OR CONFORMING, REFUND OF AMOUNTS PAID UNDER THIS AGREEMENT FOR SUCH NON-CONFORMING SERVICES.

9. Ownership of Work Product. The copyright in all deliverables created hereunder for Town shall belong to Town and be subject to Florida's Public Records Law to the extent that they are not exempted and/or confidential under the Public Records Law. All intellectual property rights in all pre-existing works and derivative works of such pre-existing works and other deliverables and developments made, conceived, created, discovered, invented or reduced to practice in the performance of the Services hereunder are and shall be the property of Town from the moment such words are created.

10. Confidential Information.

10.1. Confidential Information. The Parties acknowledge that by reason of their relationship to the other hereunder, each may disclose or provide access (the “Disclosing Party”) to the other Party (the “Receiving Party”) certain Confidential Information. In no event shall Service Provider’s use or disclosure of information regarding or relating to the development, improvement or use of any of Service Provider’s products be subject to any limitation or restriction. All Confidential Information shall remain the property of the Disclosing Party except to the extent such Confidential Information is not exempt or confidential under Florida’s Public Records Law.

10.2. Use of Confidential Information; Standard of Care. The Receiving Party shall maintain the Confidential Information in strict confidence and disclose the Confidential Information only to its employees, subcontractors, consultants and representatives who have a need to know such Confidential Information in order to fulfill the business affairs and transactions between the Parties contemplated by this Agreement and who are under confidentiality obligations no less restrictive as this Agreement. The Receiving Party shall at all times remain responsible for breaches of this Agreement arising from the acts of its employees, subcontractors, consultants and representatives. Receiving Party shall use the same degree of care as it uses with respect to its own similar information, but no less than a reasonable degree of care, to protect the Confidential Information from any unauthorized use, disclosure, dissemination, or publication. Receiving Party shall only use the Confidential Information in furtherance of its performance of its obligations under this Agreement, and agrees not to use the Disclosing Party’s Confidential Information for any other purpose or for the benefit of any third party, without the prior written approval of the Disclosing Party. The Receiving Party shall not decompile, disassemble, or reverse engineer all or any part of the Confidential Information. This section shall not apply to any information subject to Florida’s Public Records Law.

10.3. Exceptions. Confidential Information does not include information that: (a) was lawfully in Receiving Party’s possession before receipt from Disclosing Party; (b) at or after the time of disclosure, becomes generally available to the public other than through any act or omission of the Receiving Party; (c) is developed by Receiving Party independently of any Confidential Information it receives from Disclosing Party; (d) Receiving Party receives from a third party free to make such disclosure without, to the best of Receiving Party’s knowledge, breach of any legal or contractual obligation; (e) is disclosed by Receiving Party with Disclosing Party’s prior written approval; or (f) is subject to Florida’s Public Records Law.

10.4. Required Disclosures. If the Receiving Party is confronted with legal action to disclose Confidential Information received under this Agreement, the Receiving Party shall, unless prohibited by Applicable Law, provide prompt written notice to the Disclosing Party to allow the Disclosing Party an opportunity to seek a protective order or other relief it deems appropriate, and Receiving Party shall reasonably assist disclosing Party in such efforts. If disclosure is nonetheless required, the Receiving Party shall limit its disclosure to only that portion of the Confidential Information which it is advised by its legal counsel must be disclosed.

10.5. Unauthorized Use or Disclosure of Confidential Information; Equitable Relief. In the event the Receiving Party discovers that any Confidential Information has been used, disseminated or accessed in violation of this Agreement, it will immediately notify the Disclosing Party, take all commercially reasonable actions available to minimize the impact of the use, dissemination or publication, and take any and all necessary steps to prevent any further breach of this Agreement. The Parties agree and acknowledge that any breach or threatened breach regarding the treatment of the Confidential Information may result in irreparable harm to the Disclosing Party for which there may be no adequate remedy at law. In such event the Disclosing Party shall be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement, in addition to all other remedies available in law or at equity.

10.6. Return of Confidential Information; Survival. Receiving Party shall promptly return or, at Disclosing Party's option, certify destruction of all copies of Confidential Information at any time upon request or within thirty (30) days following the expiration or earlier termination of this Agreement. Notwithstanding any expiration or termination of this Agreement, Receiving Party's obligations to protect the Confidential Information pursuant to this Section will survive for two (2) years after the expiration or earlier termination of this Agreement.

11. Public Records Compliance. Service Provider shall:

11.1. Keep and maintain public records under Florida's Public Records Law that ordinarily and necessarily would be required by the Town in order to perform its Services.

11.2. Provide the public with access to public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or by Town policy.

11.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed.

11.4. Meet all requirements for retaining public records and transfer, at no cost, to the Town all public records in possession of Service Provider upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. All records stored electronically must be provided to the Town in a format that is compatible with the information technology systems of the Town.

12. Indemnification. Service Provider (the "Indemnifying Party") agrees to indemnify, defend and hold Town and its affiliates and their respective officers, directors, employees and agents harmless from and against any and all third-party claims, losses, liabilities, damages, expenses and costs, including attorney's fees and court costs, arising out of the Indemnifying Party's (i) negligence or misconduct or (ii) its material breach of any of the terms of this Agreement. Further, Town shall indemnify, defend, and hold Service Provider and its affiliates and their respective officers, directors, employees and agents harmless from and against any and all third-party claims, losses, liabilities, damages, expenses and costs, including attorney's fees and court costs, arising out of Town's failure to make repairs related to system reliability and compliance of system processes which were recommended by Service Provider in writing unless such claims, losses, liabilities, damages, expenses or costs arise from Service Provider's

negligence, misconduct, or material breach as described above. The Party seeking indemnification shall provide the Indemnifying Party with prompt written notice of any claim and shall cooperate with the Indemnifying Party, its insurance company and its legal counsel in its defense of such claim(s).

13. Cooperation of Town. Town agrees to comply with all reasonable requests of Service Provider and shall provide Service Provider's personnel with access to all documents and facilities as may be reasonably necessary for the performance of the Services under this Agreement.

14. Insurance. Insurance and Risk of Loss.

14.1. Service Provider Insurance. During the Term, Service Provider and each Service Provider subcontractor, if any, that provides or performs any of the Services shall maintain and keep in force, at its own expense and without limiting its indemnity obligations, insurance of the types and at or above the minimum amount specified in this Section 13.:

14.2. Workers' Compensation and Employer's Liability: insurance as required by the state where the Services are performed with statutory Workers' Compensation and Employer's Liability limits in an amount not less than \$1,000,000 per accident for bodily injury by accident, \$1,000,000 policy limit by disease and \$1,000,000 per employee for bodily injury by disease.

14.3. Business Automobile Liability: insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 limits for bodily injury and property damage, combined.

14.4. Commercial General Liability ("CGL"): insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Service Provider or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and \$2,000,000 in the aggregate. In addition, coverages to include minimum limits of \$2,000,000 aggregate, covering Products and Completed Operations, \$1,000,000 for each occurrence of Personal and Advertising Injury, and Contractual Liability coverage in an amount sufficient to cover Service Provider's indemnity obligations but not less than \$1,000,000 for each occurrence and in the aggregate.

14.5. [Intentionally Omitted]

14.6. [Intentionally Omitted]

14.7. Umbrella/Excess Liability: with policy limits of not less than \$1,000,000 per occurrence and annual aggregate, as excess over CGL, automobile liability and employer's liability policies.

15. Termination.

15.1. Right and Notice. Each Party may terminate this Agreement for cause without notice, but otherwise may only terminate this Agreement upon thirty (30) days written notice to the other Party.

15.2. Obligations upon Termination. Termination of this Agreement for any reason shall not discharge either Party's liability for obligations incurred hereunder and amounts unpaid at the time of such termination. Town shall pay Service Provider for all Services rendered prior to the effective date of termination. Upon termination each Party shall return the other Party's Confidential Information that is in its possession at the time of termination. Upon the termination of the Agreement, the Town shall promptly return to Service Provider any equipment, materials or other property of the Service Provider relating to the terminated Services which are in Town's possession or control.

16. Relationship of the Parties. The relationship of the Parties hereto is that of independent contractors. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Each of the Parties is an independent contractor and neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability or make any statements, representations, warranties or commitments on behalf of the other Party, or otherwise act on behalf of the other. Each Party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers' compensation, and all other employment benefits.

17. Force Majeure. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, acts of God, or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the performance of this Agreement, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) business days of its occurrence.

18. Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of Florida, without giving effect to the principles of conflicts of law of such state. The Parties hereby agree that any action arising out of this Agreement will be brought solely in any state court located in Nassau County, Florida or federal court located in Duval County, Florida. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

19. Attorney's Fees. If either Party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other litigation expenses from the other Party.

20. Assignment; No Third-Party Beneficiaries. Neither Party may assign this Agreement, either in whole or part, without the express written consent of the other Party. Any assignment without such consent shall be null and void. Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the Parties. There are no third party beneficiaries to this Agreement.

21. Severability. If any provision or portion of this Agreement shall be rendered by Applicable Law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

22. Headings; Construction. The headings/captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party.

23. Survival. Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.

24. Rights Cumulative. The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

26. Authorized Signatories. It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

27. Notices. All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made in writing by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, or (iv) overnight mail, addressed to the Party to be notified at the following address or to such other address as such Party shall specify by like notice hereunder:

If to the Town:

Town of Hilliard, Florida
c/o Lisa Purvis, MMC

PO Box 249
Hilliard, FL 32046

With a copy to:

Christian W. Waugh, Esq., Town Attorney,
waughlaw@townofhilliard.com

If to Service Provider:

Rodney McDaniel @ Southern Operations
Southernops@reagan.com
371370 Henry Smith Rd
Hilliard, FL 32046

28. Waiver. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

29. Definitions.

“Agreement” shall refer to this Services Agreement for the operation of utility treatment facilities.

“Applicable Law” shall mean means laws, rules, regulations, codes, administrative and judicial orders, directives, guidelines, judgments, rulings, interpretations or similar requirements or actions of any federal, state, local government, agency or executive or administrative body of any of the above, including but not limited to the Florida DEP, in each case that relate to the (a) Parties’ respective responsibilities under this Agreement; (b) operation or maintenance of the Facilities; (c) health and welfare of individuals working at or visiting the Facilities; and (d) the collection, delivery and treatment of the Town’s raw and finished water and Town’s wastewater.

“Change in Circumstances” means any of the following which make it undesirable or impossible for Service Provider to continue the Work: (a) change in system operations, personnel qualifications or staffing or other cost, which is mandated or otherwise required, by a change in law, rule or regulation or an action or forbearance of any governmental body having jurisdiction to order, dictate or require such change; (b) any changes associated with new regulations from EPA, Florida DEP, or any other regulatory agency; (c) increases or decreases in rates or related charges (including taxes) imposed upon Service Provider, excluding taxes based on Service Provider's net income; or (d) other circumstances outside of the control of the Service Provider.

“Commencement Date” shall be the date upon which this Agreement takes effect.

“Town” shall refer to Town of Hilliard, FL.

“Effective Date” shall refer to the date upon which the Parties make this Agreement.

“Emergency Event” shall mean an emergency affecting the safety of persons or property.

“Indemnifying Party” shall mean the Party agreeing to indemnify, defend, and hold the other Party and its affiliates and their respective officers, directors, employees and agents harmless from and against any and all third party claims, losses, liabilities, damages, expenses and costs, including attorney’s fees and court costs, arising out of the Indemnifying Party’s (i) gross negligence or willful misconduct or (ii) its material breach of any of the terms of this Agreement.

“Parties” shall refer to the Town and Service Provider and “Party” shall refer to each individually.

“Services” shall mean the services shown in Exhibit A.

“Service Provider” shall refer to Rodney F. McDaniel or his valid permitted assigns.

“Term” shall refer to the period during which this Agreement shall remain in effect.

30. Entire Agreement; Modification. This Agreement, [and any exhibits attached hereto,] is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties. Each Party hereto has received independent legal advice regarding this Agreement and their respective rights and obligations set forth herein. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party’s employees, agents, representatives or attorneys regarding this Agreement, except to the extent such representations are expressly set forth in this Agreement.

In witness whereof, the Parties hereto have executed this Agreement on the date set forth below.

TOWN

Town of Hilliard, Florida

By:

Name: John Beasley, Mayor

Date:

SERVICE PROVIDER

By:

Name: Rodney F. McDaniel

Date: 01/20/2020

Exhibit A

Scope of Services

Service Provider shall, to the extent not already described in Section 6, but only as required by law or Service Provider's reasonable determination as to necessity:

- Provide certified operators per FDEP Rule 62-699 at the level required to operate the Facilities
- Maintain all costs associated with staffing
- Collect all required samples and deliver them to a certified laboratory
- Prepare and submit all required reports
- Assess the system for immediate safety and preventative maintenance needs as well as long-term capital investments
- Identify operational efficiencies and recommend optimization methods
- Make five (5) daily visits each week and one (1) each weekend for a total of no less than 0.6 on-site hours in order to operate, maintain, and/or monitor the water plant Facilities. Work required by permit typically takes 1 hour per visit.
- Make five (5) daily visits each week, six (6) hours per day, and one (1) visit each weekend day for a total of no less than thirty-one (31) weekly on-site hours at the wastewater treatment plant in order to operate, maintain, and/or monitor the plant facilities.
- Respond to alarms and emergency calls 24 hours per day, 7 days per week, within 2 hours of its occurrence
- Provide job-related training for its personnel in the areas including but not limited to wastewater system operations, water system operations, quality, maintenance, safety, sampling, laboratory, and emergency response
- Provide the Town with written notice of any issues, expenditures, or necessary actions that must be taken to keep the Facilities and water system in good condition and reliable operation in accordance with FDEP rules and applicable law
- Provide an estimate of likely capital expenditures that might be needed from the Town based on Service Provider's professional experience and inspection(s)
- Provide a checklist for routine monitoring, observing, inspecting, and maintaining the Facilities to the Town to assist with Service Provider's smooth operation of the Facilities
- Submit timely and accurate monthly operating reports per FDEP Rule 62-555.350 and 62-555.900(2) through (6)
- Submit timely and accurate discharge monitoring reports per FDEP Rule 62-600 and 62-620.910(10)
- Maintain an up-to-date bound log book per FDEP Rule 62-602 and 62-620.350
- Maintain recordkeeping for up to twelve (12) years depending on the record at the Facilities per FDEP Rule 62-550.720, 62-550.730, and 62-620
- Maintain up-to-date operation and maintenance manual, logs, reports, and records per FDEP Rule 62-555.350(12) and (13) and 62-602.650(4), containing, at a minimum, O&M procedures (equipment, pumps, valves, instrumentation, controls, electrical, structures, tanks, etc.), preventative maintenance and repair procedures for all plant equipment and Facilities, bound and indexed equipment manufacturer manuals, data and type of all

maintenance performed, date and results of all sampling and analyses performed unless documented on a laboratory sheet

- Provide consumer confidence reports annually per FDEP Rule 62-550.824 and 62-555.900(19) and (21)
- Notify FDEP or approved county health department per FDEP Rule 62-555.350(10) if there is an abnormal occurrence of water color, odor, or taste, failure to appropriately disinfect, service interruptions, actions that necessitate boil water notices, switching between chloramines and free chlorine, or sewage spills
- Issue boil water notices per FDEP Rule 62-555.350(11), 62-555.900(22), 62-555.335
- Notify State Warning Point per FDEP Rule 62-555.350(10) within two (2) hours of discovery of any actual or suspected sabotage, security breach, tampering, or vandalism of the Facilities or system, sewage spills, or chemical spills
- Comply with any applicable federal or state law on emergency response plans and risk and resilience assessments per America's Water Infrastructure Act
- Maintain up-to-date comprehensive system maps and record drawings per FDEP Rule 62-555.350(14) and 62-620.910(13)
- Maintain and operate the auxiliary standby generator per FDEP Rule 62-555.350(2)
- Perform preventative maintenance and/or basic equipment maintenance, meaning those routine and/or repetitive activities scheduled, required, or recommended by the equipment or facility manufacturer or Service Provider to maximize the service life of the equipment, sewer, vehicles, and/or Facilities (to the extent such maintenance requires the purchase of materials or supplies then this shall be an Additional Expense to the Town subject to other terms of this Agreement, including approval in writing)
- Perform equipment and/or parts repair, and/or rehabilitation, including fixing broken equipment, and proactive maintenance where repairs are unscheduled to restore to sound condition after damage, breakage, or critical malfunction (to the extent such maintenance requires the purchase of materials or supplies then this shall be an Additional Expense to the Town subject to other terms of this Agreement, including approval in writing)
- Clean accumulated sludge and biogrowths from the Facilities that are in contact with raw, partially treated, or finished drinking water annually under FDEP Rule 62-555.350(2)
- Through a qualified outside contractor, annually rehabilitate or repair blistered, chipped, or cracked coatings and linings on treatment / storage facilities in contact with raw, partially treated, or finished drinking water per FDEP Rule 62-555.350(2)
- Through a qualified outside contractor, perform 5-year cleaning of finished-drinking water storage tanks to remove biogrowths, calcium, or iron/manganese deposits, and sludge from inside the tanks per FDEP Rule 62-555.350(2)
- Through a qualified outside contractor, perform 5-year structural and coating integrity inspection of finished-drinking water storage tanks per FDEP Rule 62-555.350(2)
- Check the calibration of finished-drinking water meters once every three (3) years, either through the Florida Rural Water Association (FRWA) or, if not performed by the FRWA, by the Service Provider in accordance with FDEP Rule 62-555.350(2)
- Test hydropneumatics tank pressure relief valves once every year per FDEP Rule 62-555.350(2)
- Maintain free chlorine residual of 0.2mg/L or a minimum combined chlorine residual of 0.6mg/L for Chloramines through the water distribution system and be responsible for

cleaning scale deposits at the injector, inspecting metering pumps, maintaining adequate levels of disinfectants, and replacing tubing when needed to ensure adequate flow of disinfectant

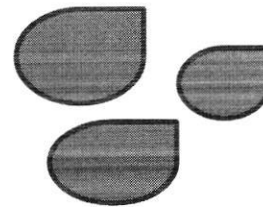
- Perform routine sampling of water and chain of custody PER Rule 62-550.511 through 62-550.520, 62-550.800, 62-550.821, 62-550.822, 62-550.828, and 62-550.830

Exhibit B**Compensation Fee Structure**

- Time allotted for DEP compliance is 6 hours per day at the wastewater treatment plant and 1 hour per day at the water treatment plant, 5 days per week. There will be 2 weekend visits for 1 hour each day at \$60.00 per hour. Total 37 hours.
- Call outs to plants will be covered once per week at 1 hour per incident. If the visit exceeds 1 hour, there will be an additional charge of \$60.00 per hour. Holidays are covered at normal rates with no additional per hour charge.
- All work not considered as normal operator duties will fall under additional contractor rates of \$125.00 per hour. For example: removing pumps from lift stations.

Total charges for the duration of the contract will be: 37 hours per week totaling \$2220.00 per week. The payment terms will be 30 days.

SOUTHERN OPERATIONS GROUP, INC
PO Box 1908
Callahan, FL 32011
904-783-6401 southernops@reagan.com



TO: TOWN OF HILLIARD

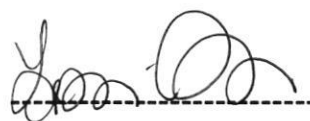
CONCERNING DANIEL MOORE WHOM IS EMPLOYED BY SOG. THE NON
COMPETE AGREEMENT BETWEEN DANIEL MOORE AND SOG IS ONLY IN THE
CASE DANIEL WERE TO START HIS OWN COMPANY AND COMPETE AS A
CONTRACTOR AGAINST MY COMPANY.

BEING OFFERED THE OPERATIONS POSTED JOB AND AS AN INDIVIDUAL
HE WILL BE FREE TO ACCEPT SAID JOB WITHOUT OUR SAY SO. WE ALSO GIVE
OUR BLESSING TO DO SO. HE IS A VERY CAPABLE CHOICE.

REGARDS,



RODNEY MCDANIEL
PRESIDENT

 Lisa Purvis-Town Clerk

TOWN OF HILLIARD
REPRESENTATIVE



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: September 17, 2026

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

SUBJECT: Town Council approval to hire Daniel Moore in the Lead Dual Plant Operator position.

BACKGROUND:

This is a request to approve the hiring of Daniel Moore for the Public Works Lead Dual Plant Operator position.

Daniel Moore has been operating both of the Towns treatment plants approximately for a year under Southern Operations Group, INC. During this time, he has shown that he has the knowledge and experience that the Town is looking for to step into this role. He has a very good work ethic and gets along with all of the towns employees. Daniel holds a class B license in water treatment and class C license in wastewater treatment.

FINANCIAL IMPACT:

Grade 5 Step 7 at \$27.48 Hourly - \$57,149.04 Annually.

RECOMMENDATION:

Town Council Approval to hire Daniel Moore as Lead Dual Plant Operator position.

TOWN OF HILLIARD
PUBLIC WORKS DEPARTMENT
Position Process

Regular Meeting: September 17, 2026

Applicant: Daniel Moore

550 SW Suwannee Downs Drive

Lake City, Florida 32024

Position: Lead Dual Plant Operator

Pay Rate: Grade 5 / Step 7 \$27.48 per hour / \$57,149.04 Annually

Position Starts: TBD depending on contract end date – Introductory/Probationary Period

Position Status: TBD – Regular Full Time Position

Position Requirements: A current Driver's License and High School Diploma or equivalent are required. Certification in Water & Wastewater Plant Operation.

Position Information:

- Maintain a proper drinking water system through preventative maintenance, repair of the chlorine system, pump repair, and required water plant documentation.
 - Ensures that Water and Wastewater Treatment Facilities are operated in accordance with federal, state and local guidelines.
 - Ensures proper compliance with Saint John's River Water Management District.
 - Responsible for collecting Water and Wastewater samples in accordance with Florida Department of Environmental Protection guidelines.
 - Oversee daily operation at the Water and Wastewater Treatment Plants, including but not limited to process control testing.
 - Handle after hours auto dialer alarms at the water and wastewater plants.
 - Handle and coordinate after hours call for various emergencies.
 - Perform daily documentation of equipment usage, chemical usage, and flow volume within the wastewater plant and the water plant.
 - Maintain accurate records of all duties performed.
 - Perform routine maintenance on pumps and other mechanical gear.
 - Coordinate program to maintain water and wastewater distribution and collection systems.
 - Report any problems, immediately, that require outside assistance within the plant.
 - Coordinates with Federal, State and local entities on Emergency Response Plans.
 - Order chemicals and laboratory supplies for plant operation.
 - Perform lab analysis to aid in the treatment process.
 - Perform lab analysis to evaluate the accuracy of in-house testing as compared to what Lead Dual Plant Operator Page 2 of 3
- Town of Hilliard, Florida Updated: 8/2026
- is being sent to the independent labs.
- Report lab analysis and flows to Department of Environmental Protection, weekly, monthly, semiannual, and yearly.
 - Assist in trips to Jacksonville labs for monthly & biweekly sampling.
 - Maintain the overall appearance of the wastewater plant and the water plant.
 - Maintain supplies on hand for parts, bulk chemicals, pumps, etc., through vendors for

wastewater and water treatment plants.

- Work with contracting maintenance and installing projects through safety guidelines.
- Liaison with Florida Rural Water Association.
- Operate and maintain the wastewater plant belt press for solids removal.
- Ensures that disposal of wastewater residuals conforms to Federal Environmental Protection Guidelines while maintaining and scheduling sludge hauler as needed.
- Check and maintain lift stations as needed.
- Assist in preventative and emergency maintenance of all equipment and property of the Town.
- Monitors and stays current with technology as it pertains to the operations of this department.
- Assist contractors with issues at treatment plants and lift stations as needed.
- Assist with CIP budget for plant upgrades.
- Performs other related duties as assigned.



Position Description

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Lead Dual Plant Operator

Department: Public Works

Pay Grade: 5

FLSA Status: Non-Exempt

JOB SUMMARY

The purpose of this classification is to maintain all aspects of the Wastewater Treatment Plant process. This position is under the general supervision and direction of the Public Works Director and participates in wastewater and water treatment discussion and decision making. This position is delegated to the Wastewater Department but works closely with all departments.

ESSENTIAL JOB FUNCTIONS:

- Maintain a proper drinking water system through preventative maintenance, repair of the chlorine system, pump repair, and required water plant documentation.
- Ensures that Water and Wastewater Treatment Facilities are operated in accordance with federal, state and local guidelines.
- Ensures proper compliance with Saint John's River Water Management District.
- Responsible for collecting Water and Wastewater samples in accordance with Florida Department of Environmental Protection guidelines.
- Oversee daily operation at the Water and Wastewater Treatment Plants, including but not limited to process control testing.
- Handle after hours auto dialer alarms at the water and wastewater plants.
- Handle and coordinate after hours call for various emergencies.
- Perform daily documentation of equipment usage, chemical usage, and flow volume within the wastewater plant and the water plant.
- Maintain accurate records of all duties performed.
- Perform routine maintenance on pumps and other mechanical gear.
- Coordinate program to maintain water and wastewater distribution and collection systems.
- Report any problems, immediately, that require outside assistance within the plant.
- Coordinates with Federal, State and local entities on Emergency Response Plans.
- Order chemicals and laboratory supplies for plant operation.
- Perform lab analysis to aid in the treatment process.
- Perform lab analysis to evaluate the accuracy of in-house testing as compared to what

- is being sent to the independent labs.
- Report lab analysis and flows to Department of Environmental Protection, weekly, monthly, semiannual, and yearly.
- Assist in trips to Jacksonville labs for monthly & biweekly sampling.
- Maintain the overall appearance of the wastewater plant and the water plant.
- Maintain supplies on hand for parts, bulk chemicals, pumps, etc., through vendors for wastewater and water treatment plants.
- Work with contracting maintenance and installing projects through safety guidelines.
- Liaison with Florida Rural Water Association.
- Operate and maintain the wastewater plant belt press for solids removal.
- Ensures that disposal of wastewater residuals conforms to Federal Environmental Protection Guidelines while maintaining and scheduling sludge hauler as needed.
- Check and maintain lift stations as needed.
- Assist in preventative and emergency maintenance of all equipment and property of the Town.
- Monitors and stays current with technology as it pertains to the operations of this department.
- Assist contractors with issues at treatment plants and lift stations as needed.
- Assist with CIP budget for plant upgrades.
- Performs other related duties as assigned.

These examples are intended only as illustrations of various types of work performed and are not necessarily all inclusive. The job description is subject to change as the needs of the employer and the requirements of the job change.

MINIMUM REQUIREMENTS TO PERFORM WORK:

- High school diploma or equivalent;
- Class C Florida Wastewater License
- Class C Florida Water License
- Or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.

LICENSES, CERTIFICATIONS OR REGISTRATIONS:

- Valid State of Florida Driver's License
- Class C Florida Wastewater License
- Class C Florida Water License

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of the principles, practices, and safety procedures of public works operations.
- Knowledge of basic wastewater collection, treatment and disposal methods and procedures, equipment and materials used in wastewater treatment.
- Knowledge of federal, state and local laws, ordinances and regulations pertaining to the treatment of water; and the occupational hazards and safety precautions associated with water plants and related activities.
- Skill in the operation and control of equipment, machinery, tools and/or materials necessary for the performance of essential functions.
- Skill in communicating effectively with people beyond giving and receiving instructions. Must be adaptable to performing under stress and when confronted with persons acting under stress and/or emergency situations.
- Ability to comprehend and apply training received in the operation of water treatment plants, detection of water quality defects and initiating appropriate remedial action in

the operation of water treatment equipment, chemical feed systems and other related equipment, and performing and repairs on plant equipment.

- Ability to follow operating and recording procedures; to prepare reports, logs, work orders, records, etc., using prescribed formats and conforming to all rules of punctuation, grammar, diction, and style.
- Ability to perform arithmetic operations; to perform accurate calculations aided by calculator, adding machine or measurement device.
- Ability to establish and maintain effective working relationships as necessitated by work assignments; to deal with people beyond giving and receiving instructions; and to perform under stress and when confronted with emergency situations.

PHYSICAL DEMANDS:

Work consists of heavy work, which requires exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects. Some tasks may require the ability to do work at heights above 20 feet.

WORK ENVIRONMENT:

Work is performed in an outdoor environment in all weather conditions on Town streets, right-of-way, in close proximity to roadway traffic, noxious fumes, heavy equipment and occasionally in confined spaces. Performance of essential functions may require exposure to adverse environmental conditions, such as dirt, dust, pollen, odors, wetness, humidity, temperature and noise extremes, bright/dim light, toxic agents, disease, pathogenic substances, animal/wildlife attacks, animal/human bites, or rude/hostile citizens.

CONDITIONS OF EMPLOYMENT:

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

The Town of Hilliard has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

The Town of Hilliard, Florida commits to a policy of equal employment opportunity for applicants and employees, complying with local, state and federal laws. The Town's policy is to employ qualified persons without discrimination regarding race, creed, color, religion, age, sex, country of national origin, marital status, disability, sexual orientation, gender identity, genetic information, political affiliation, ethnicity, or status in any other group protected by federal/state/local law.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: Sept 17, 2026

FROM: **Wendy Prather- HR & Finance Analyst**

SUBJECT: Town Council approval to transition Carrie Mullis from probationary status to regular status in her position as Accounting Clerk II and to adjust her compensation to Grade 4, Step 9 in accordance with the Town's approved pay plan.

BACKGROUND:

See attached sheet.

FINANCIAL IMPACT:

Approval of this request will increase Mrs. Carrie Mullis's compensation to the **Grade 4, Step 9 pay rate of \$25.19 per hour**, equivalent to approximately **\$52,395.20 annually**, based on a 40-hour workweek and 52 weeks per year.

The requested compensation is **two steps above the Grade 4, Step 7 rate originally contemplated** for the completion of her probationary period and is consistent with the Town's approved pay plan.

RECOMMENDATION:

Staff recommends that Town Council:

1. Approve the transition of Carrie Mullis from probationary status to regular status in her position as Accounting Clerk II; and
2. Approve the adjustment of Mrs. Mullis's compensation to **Grade 4, Step 9, at \$25.19 per hour**, effective immediately.

The requested adjustment recognizes Mrs. Mullis's successful completion of her probationary period, above-satisfactory performance, demonstrated ability to manage significant financial responsibilities, and the value of her continued contribution to the Town's financial operations.

BACKGROUND:**September 17, 2026**

Mrs. Carrie Mullis was promoted to the position of Accounting Clerk II and, during her 90-day probationary period, received a salary adjustment equal to one-half of the difference between the Grade 3, Step 7 and Grade 4, Step 7 pay rates.

Mrs. Mullis has successfully completed her probationary period and has demonstrated above-satisfactory performance in her new position. During this period, she has demonstrated the ability to assume increased financial responsibilities while continuing to successfully perform her regular daily duties.

Most recently, Mrs. Mullis completed the substantial workload associated with balancing the Town's financial records and preparing the necessary journal entries required for the budget to be presented for Tentative Reading on September 3, 2026. She completed this work within an approximately two-week period while maintaining her normal day-to-day responsibilities.

Mrs. Mullis's performance and demonstrated ability to manage the Town's financial workload have exceeded expectations for the Accounting Clerk II position. Her responsibilities are directly aligned with the Town's financial operations and require a level of knowledge, accuracy, organization, and accountability that supports consideration of compensation above the originally anticipated Grade 4, Step 7 placement.

At its September 3, 2026, regular meeting, Town Council approved the pay grade and step for the new Public Works Administrative Coordinator position. Staff believes that the responsibilities and financial nature of the Accounting Clerk II position warrant compensation consistent with the recently approved salary placement.

Based on Mrs. Mullis's successful completion of her probationary period, demonstrated performance, increased responsibilities, and significant contribution to the Town's financial operations, approval is requested to transition her to regular status and adjust her compensation to **Grade 4, Step 9**, effective immediately.

POSITION DESCRIPTION

POSITION TITLE GRADE - 4

ACCOUNTING CLERK (ACCOUNTS PAYABLE & BANK BALANCING CHECK RECONCILIATION - NEW POSITION)

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

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

ESSENTIAL JOB FUNCTIONS

CUSTOMER SERVICE

Provide customer service.

Address citizen complaints.

Third/Fourth to answer phone calls and greet customers in a timely and accurate manner, offering assistance to customers.

Direct complaints, correspondence, and inquiries for action to various departments at the Town Clerk's request.

Perform liaison work between the Town Council, Town Clerk, Human Resources and Financial Analyst III as well as public as may be directed.

ADMINISTRATIVE

Research and furnish data to the public in accordance with the Public Records Laws.

Conduct business with other municipalities, state and federal agencies as directed by the Town Clerk.

Under the guidance of the Town Clerk and Human Resources and Financial Analyst III develops standard operating procedures and department policies.

Monitors and stays current with technology and practices related to the Town's financial functions.

Assist with special projects assigned by the Town Clerk and/or Human Resources and Financial Analyst III to achieve the Town's long- and short-term goals.

Assists with records management activities including file maintenance with adherence to records retention schedule of Town records and e-mails.

Ensure that all official Town documents are maintained in an accurate system for cross-file of Town Council actions.

Always proof and edit all work for accuracy.

Maintain department files for use by self and others in department.

Prepare or follow up on requests from the Town Clerk.

Prepare or follow up on requests from the Mayor & Town Council Members.

Prepare or follow up on requests from the Public Works Director.

Prepare or follow up on requests from the Parks & Recreation Director.

Handle all Town's insurance policy claims.

DAILY DEPOSIT

Prepare daily bank deposits in an accurate timely manner.

Prepare daily bank deposit at 9am on regular business days and a second deposit on the 15th and 25th at 5pm., in lieu of next business day at 9am.

Verify and sign the cash collection receipt register stating that \$100 is in the cash drawer prior to returning cash drawer.

Verify and initial the deposit recap to assure that the correct amount is being deposited into the correct bank accounts.

Prior to sealing the deposit bag have another staff member verify and initial that the daily deposit, checks, and cash match the deposit slip(s).

Sign and document on the deposit report the total number of checks received by mail, and the total dollar amount of credit cards received in office, through website and by phone.

Review (cross reference posting on daily deposit) and signed copies of checks received by mail.

Document in the daily deposit spreadsheet all deposits by account and type for balancing purposes (bank statement to general ledger).

Document in the miscellaneous revenue spreadsheet all miscellaneous revenue by department for general ledger balancing.

ACCOUNTS PAYABLE

Verify that all invoices have been approved and signed by the appropriate person prior to input.

Input and review all accounts payable bi-monthly, prior to Town Council meetings or at the Town Clerks direction. Stay on top of the input by making daily entries of approved invoices.

Review payables against actual invoices to confirm all invoice #'s, dates & descriptions are correct prior to giving to Town Clerk for review.

Once the Town Clerk signs off scan accounts payable register with all mark ups into system.

Following Clerk's review make any necessary corrections or changes.

Print final accounts payable register and checks for review and signed approval by the Council President, Council Pro Tem, or Mayor prior to approval.

Prepare and maintain all accounts payable reports and achieve all reports in Incode software.

Save final accounts payable report in PDF to the iPad agenda for each council meeting.

Verify that Council President or designee has reviewed and signed accounts payable register prior to checks being mailed.

Assure copies of all checks and invoices for grants and capital projects expenses are maintained for grant reimbursement and record management.

Once accounts payables are approved by the Town Clerk and or the Town Council, mark invoice (vouchers) paid with account information, attach check stub and prepare checks for pick up and/or mailing.

Prepare and maintain all expenditure files containing invoices (vouchers) with signed approval and check stubs attached.

Maintain a list of annual, quarterly, monthly with 1st or 2nd accounts payable of the month paid listing with expenditure accounts.

Maintain and keep up to date a vendor book with all vendor information.

Maintain excel spreadsheet for all utility expenditures that are drafted from General Checking Account for review and approval. Input monthly all utility expense amounts with account numbers and service dates into spreadsheet for each Town of Hilliard, Meridian Waste, FPL, OREMC, Windstream, AT&T, Comcast, Verizon Accounts, WEX & Cintas for expense coding, accuracy, and verification.

Input monthly petty cash reimbursements with expense account numbers, vendor name and amount into an excel spreadsheet for each Petty Cash, P&R Petty Cash & Fire Petty Cash.

Download WEX fuel bills monthly and verify against actual vehicle receipts provided by employees. Input monthly fuel bills with vehicle numbers and service dates into an excel spreadsheet.

Responsible for contacting the Department of Revenue annually for Town of Hilliard Per Capita Report for WWTP Reduction/Waiver Application that is due annually by January 15th & WTP Waiver.

Responsible for submitting the Florida Department of Health of Nassau County for Swimming Pool and Splash Pad renewal inspection and license that is due annually.

Prepare Credit Applications and Purchase Orders for all Departments.

Save the Attorney monthly invoices to the iPad under shared documents for council review.

Review and sign off on Accounts Payable prior to uploading to the iPad for the Town Council agenda.

BANK BALANCING & CHECK RECONCILIATION

Review and reconcile Town credit cards statements on a monthly basis assuring accuracy by matching receipts, updating monthly spreadsheet and setting up direct payment.

Save final monthly credit card expenditures spreadsheet report in PDF to the iPad agenda for each council meeting.

Reconcile and prepare monthly WEX (fuel cards) reports for payment and reporting to State.

Prepare all draft utility bills spreadsheet monthly.

Save final monthly utilities spreadsheet report in PDF to the iPad agenda for each council meeting.

Prepare all bank draft expenditures sheets for the general ledger monthly.

Prepare daily log of Parks & Recreation Department deposits for monthly journal entries to the general ledger.

Provide Parks & Recreation Department monthly reconciled account balances.

Prepare annual Form 1099's and mail out to contract employees and submit to the IRS with Form 1096.

Prepare, submit, and maintain the Department of Financial Services, State of Florida, Bureau of Unclaimed Property reports and support.

Prepare and input all journal entries to reconcile bank statements to the general ledger monthly.
 Prepare check reconciliation report to general ledger monthly.
 Review all expenditure accounts monthly/quarterly.
 Review all revenue accounts monthly/quarterly.
 Scan all bank account reconciliation items into a system.
 Prepare and submit to the Clerk for review financial statements quarterly.
 Assist in the creation and input of all capital projects monthly through Project Accounting.
 Assist with preparation and input of all budget reports.
 Assist with preparation and input of the Capital Improvements Plan.
 Assist with TRIM (Truth-in-Millage) Property Tax Levy process annually.
 Assist in the preparation with the annual audits.

MISCELLANEOUS DUTIES

Assist in coordination of special events/projects.
 Maintain daily journal of all major tasks worked on that day for use by self and others in department.
 Ability to take on additional municipal duties as required.

OTHER DUTIES AND RESPONSIBILITIES

Provide backup to other staff members as needed.
 Provide backup with Business Tax Receipts as needed.
 Provide backup to the Utility Department as needed.
 Provide backup to Accounts Receivable as needed.
 Provide backup to preparing the Daily Close and Deposit Procedure.
 Perform computer operation activities for other departments.

These examples are intended only as illustrations of various types of work performed and are not necessarily all-inclusive. The job description is subject to change as the needs of the employer and the requirements of the job change.

MINIMUM REQUIREMENTS TO PERFORM WORK

High school diploma or equivalent.
 Degree in Business preferred.
 Four (4) years' experience in the public sector.
 Or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.

LICENSES, CERTIFICATIONS OR REGISTRATIONS

Valid State of Florida Driver's License.
 Certification – Florida Government Finance Officers Association (FGFOA)
 Florida Certified Records Manager (FCRM) – Florida Records Management Association.

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of computer data entry systems and word processing applications; Windows OS, Microsoft Office Suite, or other related programs deemed necessary.
 Knowledge of Florida Statutes.
 Knowledge of basic arithmetic operations.

Skill in dealing with community groups and individuals.

Skill in starting, stopping, operating, and monitoring the functioning of equipment, machinery, tools, and/or materials used in performing essential functions.

Skills in verbal and written communication.

Ability to perform addition, subtraction, multiplication, and division; ability to calculate decimals and percentages; may include ability to perform mathematical operations with fractions.

Ability to work independently with minimal supervision.

Ability to deal courteously with the general public; establish and maintain effective relationships with employees, supervisors, administrators, and other Town personnel.

Ability to organize and accomplish work responsibilities and tasks.

PHYSICAL DEMANDS

Work consists of sedentary work, which requires exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Tasks may involve extended periods of sitting, including time at a keyboard or work station. Some tasks require the ability to perceive and discriminate visual cues or signals. Some tasks require the ability to communicate orally.

WORK ENVIRONMENT

Work is performed in a normal office environment. Essential functions are regularly performed without exposure to adverse environmental conditions.

CONDITIONS OF EMPLOYMENT

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

The Town of Hilliard has the right to revise this position description at any time and does not represent in any way a contract of employment.

The Town of Hilliard, Florida commits to a policy of equal employment opportunity for applicants and employees, complying with local, state, and federal laws. The Town's policy is to employ qualified persons without discrimination regarding race, creed, color, religion, age, sex, country of national origin, marital status, disability, sexual orientation, gender identity, genetic information, political affiliation, ethnicity, or status in any other group protected by federal/state/local law.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: Sept. 17, 2026

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

SUBJECT: Town Council to accept the resignation of Dustin Winnon from the Planning & Zoning Board, effective September 17, 2026.

BACKGROUND:

See attached resignation letter.

Dustin Winnon has served on the Planning & Zoning Board since July 2025.

FINANCIAL IMPACT:

NA

RECOMMENDATION:

Town Council to accept the resignation of Dustin Winnon from the Planning & Zoning Board, effective September 17, 2026..



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: Sept. 17, 2026

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

SUBJECT: Town Council approval of the Land Use Administrator's recommendation to fill the Build and Zoning Administrative Assistant vacant position with Dustin Winnon.

BACKGROUND:

This request seeks authorization to hire Dustin Winnon as the Building and Zoning Administrative Assistant, a position previously held by Chelsea Wingate.

Dustin has more than 20 years of professional administrative and operational experience. As a retired U.S. Navy member, he oversaw medical certification of fleet operations, developing extensive experience in compliance, documentation, and complex operations. He currently oversees operations for two renal dialysis centers, providing continued leadership in critical medical services and regulatory environments.

Dustin also holds multiple FEMA preparedness certifications and has experience with large-scale medical operations and emergency preparedness, which will be a valuable asset as the Town prepares to activate and staff its emergency shelter.

His prior service on the Planning & Zoning Board has also given him familiarity with the Town Code and local planning processes. His combination of leadership, operational, regulatory, emergency preparedness, and local government experience makes him a strong addition to the Town of Hilliard team.

The position process details will be provided separately and made available for download on your iPad.

FINANCIAL IMPACT:

See position process.

RECOMMENDATION:

Town Council approval of the Land Use Administrator's recommendation to fill the Build and Zoning Administrative Assistant vacant position with Dustin Winnon.

**TOWN OF HILLIARD
Land Use Administrator's Office
Position Process**

Regular Meeting: September 17, 2026

Applicant: Dustin Winnon
37153 Railroad Street
Hilliard FL 32046

Position: Building & Zoning Administrative Assistant

Pay Rate: Grade 3/ Step 9
\$21.65 per hour / \$45,041.26 Annually
\$29.93 per hour / Add Insurance Benefit

Position Starts: October 5, 2026 – Introductory/Probationary Period

Position Status: January 3, 2027 – Regular Full Time Position

Position Requirements:

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

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

Position Information:

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

Conditions of Employment:

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

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



Position Description

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodation may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Building & Zoning Administrative Assistant

Department: Building & Zoning

Pay Grade: 3

FLSA Status: Non-Exempt

JOB SUMMARY

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

ESSENTIAL JOB FUNCTIONS:

Customer Service:

- Provide customer service.
- Address citizen complaints.
- First/Second to answer phone calls and greet customers in a timely and accurate manner, offering assistance to customers.
- Direct complaints, correspondence, and inquiries for action to various departments as needed.
- Perform liaison work between the Town Council, Planning & Zoning Board, Building Official, Land Use Administrator, and public as may be directed.

Administrative:

- Provide Notary Services after one year of employment.
- Research and furnish data to the public in accordance with the Public Records Laws.
- Conduct business with other municipalities, state and federal agencies as directed by the Land Use Administrator.
- Under the guidance of the Land Use Administrator, develops standard operating procedures and department policies.
- Monitors and stays current with technology and practices related office functions.
- Assist the Land Use Administrator to achieve the Town's long- and short-term goals.

- Ensure that all official Town documents are maintained in an accurate system for cross-file of Planning & Zoning Board actions.
- Always proof and edit all work for accuracy.
- Maintain department files for use by self and others in department.
- Prepare or follow up on requests from the Land Use Administrator.
- Prepare or follow up on requests from the Mayor & Town Council Members.
- Prepare or follow up on request from the Planning & Zoning Board.
- Prepare or follow up on request from the Town Clerk.
- Prepare or follow up on requests from the Public Works Director.
- Prepare or follow up on requests from the Parks & Recreation Director.
- Research and furnish data to public in accordance with the Public Records Laws.

Building & Zoning:

- Prepare and maintain all building permits for Building Inspector, including coordination of inspections, physical addressing, and submittal to various departments for approval, finalization and certificate of occupancy.
- Assist public with zoning inquiries and zoning applications as needed.
- Participate in maintain and update all Town fee schedules as they pertain to building and/or zoning.
- Review and maintain building permits within the system for accuracy and balance of revenues to general ledger.
- Obtain and maintain up to date knowledge of changing laws and requirements as they pertain to the building department.
- Assist Code Enforcement Officer with various information and lien letter information request forms.
- Assist Land Use Administrator with Essential Job Functions.
- Maintain files of past zoning action as per records management requirements.
- Assist Fire Marshal with various information and permit plans review.
- Assist Contractors with building permit software submittals.
- Assist in preparing the Planning & Zoning Board's Agenda and uploading to the iPad.
- Assist in preparing the Planning & Zoning Board's Minutes.
- Maintain and keep currently updated the Planning & Zoning Board's Agendas and Minutes Books.
- Assist in preparing Resolutions and Ordinances for Planning & Zoning Board's recommendation to Town Council.
- Assist in preparing Planning & Zoning Board Public Notices for all meetings and for other transactions of the Planning & zoning Board including Public Hearing for Town Ordinances.
- Assist in coordination between offices.
- Maintain and update customer literature and information in the lobby.
- Oversee office equipment maintenance and troubleshoot equipment problems as needed.
- Ability to take on additional municipal duties as required.

Other Duties and Responsibilities:

- Provide backup to other staff members as needed.
- Provide backup with Land Use Administrator as needed.
- Provide backup to Public Works Clerk as needed.
- Perform computer operation activities for other departments.
- Provide back up to picking up interoffice mail from Town Hall daily
- Provide information, explanations and assistance to the public and other employees.
- Performs other duties as assigned.

These examples are intended only as illustrations of various types of work performed and are not necessarily all-inclusive. The job description is subject to change as the needs of the employer and the requirements of the job change.

MINIMUM REQUIREMENTS TO PERFORM WORK:

- High school diploma or equivalent.
- Associate degree in business preferred.
- Two (2) years' experience in the public sector or related field.
- Or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.

LICENSES, CERTIFICATIONS OR REGISTRATIONS:

- Valid State of Florida Driver's License
- Florida Certified Records Manager (FCRM) – Florida Records Management Association.
- Permit Tec Training – Building Officials Association for Florida (BOAF)
- Florida Notary – Florida Notary Association

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of computer data entry systems and word processing applications; Windows OS, Microsoft Office Suite, or other related programs deemed necessary.
- Knowledge of Florida Statutes.
- Knowledge of basic arithmetic operations.
- Skill in dealing with community groups and individuals.
- Skill in starting, stopping, operating, and monitoring the functioning of equipment, machinery, tools, and/or materials used in performing essential functions.
- Skills in verbal and written communication.
- Ability to perform addition, subtraction, multiplication, and division; ability to calculate decimals and percentages; may include ability to perform mathematical operations with fractions.
- Ability to work independently with minimal supervision.
- Ability to deal courteously with the general public; establish and maintain effective relationships with employees, supervisors, administrators, and other Town personnel.
- Ability to organize and accomplish work responsibilities and tasks.

PHYSICAL DEMANDS:

Work consists of sedentary work, which requires exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Tasks may involve extended periods of sitting, including time at a keyboard or workstation. Some tasks require the ability to perceive and discriminate visual cues or signals. Some tasks require the ability to communicate orally.

WORK ENVIRONMENT:

Work is performed in a normal office environment. Essential functions are regularly performed without exposure to adverse environmental conditions.

CONDITIONS OF EMPLOYMENT:

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

The Town of Hilliard has the right to revise this position description at any time and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

The Town of Hilliard, Florida commits to a policy of equal employment opportunity for applicants and employees, complying with local, state, and federal laws. The Town's policy is to employ qualified persons without discrimination regarding race, creed, color, religion, age, sex, country of national origin, marital status, disability, sexual orientation, gender identity, genetic information, political affiliation, ethnicity, or status in any other group protected by federal/state/local law.



4800 Deerwood Campus Pkwy
Building 300, Ste 500
Jacksonville, FL 32246
904.265.0751

ITEM-14

Invoice Questions: py-invoicing@lja.com
Payment Questions: AR@lja.com

www.LJA.com

Attention: Lisa Purvis
Town of Hilliard
PO Box 249
15859 West CR 108
Hilliard, FL 32046
United States

Invoice : 202619887
Invoice Date : 5/12/2026
Project : 7711-25008
Project Name : W 6th Street
PM Name : Eric W Lanning

For Professional Services Rendered Through 5/1/2026

	Fee	% Complete	Billings		
			To Date	Previous	Current
001 - Project General Tasks	20,806.36	98.00	20,390.23	19,141.85	1,248.38
002 - Roadway/TTCP	35,077.44	100.00	35,077.44	29,465.05	5,612.39
003 - Drainage	18,858.50	75.00	14,143.88	14,143.88	0.00
004 - SAPM	8,379.04	60.00	5,027.42	5,027.42	0.00
005 - ETM- Survey	7,745.00	100.00	7,745.00	7,745.00	0.00
006 - MAE- Geotech	10,805.92	99.97	10,802.92	10,802.92	0.00
007 - Roadway Supplemental	15,000.00	60.00	9,000.00	0.00	9,000.00
			Current Billings		15,860.77
			Amount Due This Bill		<u>15,860.77</u>

Total Fee : 116,672.26
To Date Billings : 102,189.89
Total Remaining : 14,482.37



Mail Checks payable to:

LJA Engineering, Inc.
DEPT. 803 PO Box 4346
Houston, TX 77210-4346

Send ACH or Wire Payments to:

Account Name:.....LJA Engineering, Inc
Name of Bank:.....Amegy Bank
ABA Routing Number:.....113011258
Account Number:.....5795329241
Swift Code:.....ZFNBUS55
Please email a remittance advice to: AR@lja.com

APPLICATION AND CERTIFICATE 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 APPLICATION

3

Distribution to:

X

OWNER

ARCHITECT

CONTRACTOR

Period FROM 7/15/2026

TO 8/25/2026

Attention: Bill Prange

Contract For: Lylam, LLC dba Facility's Constructors

1030 Ellis Road N.

Jacksonville, FL 32254

ARCHITECT'S

PROJECT NO: _____

Application Date: 8/25/2026

CONTRACTOR'S APPLICATION FOR PAYMENT

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	\$153,787.34
----------------------------------	--------------

(Column G on G703)

RETAINAGE: 5%	\$	7,548.07
---------------	----	----------

or total in column I on G703

TOTAL EARNED LESS RETAINAGE	\$	146,239.27
-----------------------------	----	------------

LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	\$117,429.74
--	----	--------------

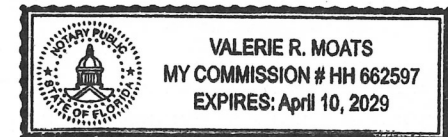
CURRENT PAYMENT DUE	\$	28,809.53
---------------------	----	-----------

State of: Florida County of: Duval

Subscribe and sworn to before me this 25th day of August 2026

Notary Public: [Signature]

My Commission Expi 4/10/2029



CHANGE ORDER SUMMARY		
Change orders approved in	ADDITIONS	DEDUCTIONS
TOTAL		
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 Docu-

ments, 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: [Signature]

Date: 8/25/26

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site obser-

vations and 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 Docu-

ments; and that the Contractor is entitled to payment of the AMOUNT

AMOUNT CERTIFIED..... \$ 28,809.53

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

Prange, Bill

Digitally signed by Prange, Bill
DN: cn=Prange, Bill,
ou=AECOMUsers
Date: 2026.09.04 10:27:48 -
04'00'

By: _____

Date: _____

Sept 04, 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

CONTINUATION SHEET

AIA DOCUMENT G703

pg 2 of 2

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: 08/25/2026

Period to: 8/25/2026

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	\$14,851.75	\$4,047.55		\$18,899.30	70%	\$ 8,099.70	\$ 944.97
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	\$64,957.90	\$18,630.54		\$83,588.44	46%	\$ 98,125.56	\$ 4,179.42
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				\$0.00	0%	\$ 1,000.00	\$ -
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				\$0.00	0%	\$ 11,803.00	\$ -
13	Change Order #1	\$ 2,826.00		\$2,826.00		\$2,826.00	100%	\$ -	\$ -
Total Amount:		\$ 272,815.60	\$123,610.25	\$30,177.09	\$0.00	\$153,787.34		\$ 119,028.26	\$ 7,548.07

INVOICE FOR PROFESSIONAL SERVICES

ITEM-16

PROJECT: Town of Hilliard Hurricane Shelter
Hilliard, FL

DATE: 09/11/26

INVOICE NO. 24022-16

TO: Lisa Purvis
Town of Hilliard
PO Box 249
Hilliard, FL 32046

PROJECT NO. 24022

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

09/11/26

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	<u>\$581,376.02</u>

Fee Earned	\$430,876.02
Invoiced to Date	\$426,376.02

Total Amount Due this Invoice	\$4,500.00
--------------------------------------	-------------------

Invoice Reviewed and Approved by:


Aldo Minozzi, AIA, Vice President**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

ITEM-16

Project: Town of Hilliard Hurricane Shelter
Hilliard, FL

To:
Town of Hilliard
PO Box 249
Hilliard, FL 32046

Invoice Date: 09/11/26
Invoice Number: 24022-16
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	50%	4,500.00	0.00	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	74%	\$430,876.02	\$426,376.02	\$4,500.00

Site Savvy Inc.

36287 Acorn Pl, Hilliard, FL 32046

9046525362

For

Town Of Hilliard

chobbs@townofhilliard.com

+19047191012

15859 W Co Rd 108, Hilliard, FL 32046, USA

Invoice

Invoice #: 10054-000

Payment request: Manhole Restoration 27126 First Ave & Kentucky St.

Payment #10054

Due date

Due on receipt

Subtotal	\$2,701.57
----------	------------

Amount due	\$2,701.57
------------	------------

Terms and Conditions

Thank you for Business!

MH# 67

Cory Hobbs 9-10-26

Site Savvy Inc.

36287 Acorn Pl, Hilliard, FL 32046

9046525362

For

Town Of Hilliard

chobbs@townofhilliard.com

+19047191012

15859 W Co Rd 108, Hilliard, FL 32046, USA

Invoice

Invoice #: 10053-000

Issued: Sep 4, 2026

Last sent: Sep 4, 2026

Payment request: 27526 W. 3rd St. Manhole Restoration

Payment #10053

Due date

Due on receipt

Subtotal	\$4,060.80
-----------------	-------------------

Amount due	\$4,060.80
-------------------	-------------------

Terms and Conditions

Thank you for Business!

MH# 9B

Cory Hobbs 9-10-26

Site Savvy Inc.

36287 Acorn Pl, Hilliard, FL 32046

9046525362

For

Town Of Hilliard

chobbs@townofhilliard.com

+19047191012

15859 W Co Rd 108, Hilliard, FL 32046, USA

Invoice

Invoice #: 10056-000

Payment request: Manhole Restoration 37207 Mill St & Alma St.

Payment #10056

Due date

Due on receipt

Subtotal	\$4,786.17
-----------------	-------------------

Amount due	\$4,786.17
-------------------	-------------------

Terms and Conditions

Thank you for Business!

MH #166

Cory Hobbs 9-10-26