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

TOWN ATTORNEY

Christian Waugh

AGENDA

THURSDAY, OCTOBER 16, 2025, 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

PROCLAMATIONS

ITEM-1 Mayor & Town Council to Proclaim October 2025 as "Emily Adkins Blood Clot

Awareness Month".

Mayor Beasley

REGULAR MEETING

ITEM-2 Additions/Deletions to Agenda

ITEM-3 Town Council to consider Ordinance No. 2025-08, An Ordinance 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.

Adopting on First Reading and set a Public Hearing & Final Reading for

November 20, 2025.

Lisa Purvis, MMC - Town Clerk

Town Council to consider Ordinance No. 2025-11, an Ordinance approving the confirmation of Reservation of Plant Capacity and Cost Recovery Agreement between the Town of Hilliard and Sherry Downs; and providing for non-codification and an effective date.

Adopted on First Reading and set a Public Hearing & Final Reading for November 6, 2025.

Lisa Purvis, MMC - Town Clerk

Town Council to consider Ordinance No. 2025-12, an Ordinance of the Town of Hilliard, Nassau County, Florida amending Chapter 1 and 30 of the Town Code to reflect the Code Enforcement Special Magistrate; providing for conflict, severability, administrative correction of scrivener's error, publication and effective date.

Adopted on First Reading and set a Public Hearing & Final Reading for November 6, 2025.

Lisa Purvis, MMC - Town Clerk

Town Council review, discussion and decision regarding the formal Request for Proposals (RFP) for Municipal Licensed Water and Wastewater Plant Operator Services, received on October 2, 2025, and publicly reviewed on October 9, 2025.

Lisa Purvis, MMC - Town Clerk

Town Council to accept the resignation of Elise Earnest, Administrative Assistant, effective October 2, 2025.

Lisa Purvis, MMC - Town Clerk

<u>ITEM-8</u> Town Council to accept the resignation of Jennifer Cone, Administrative Assistant, effective October 8, 2025.

Lisa Purvis, MMC - Town Clerk

Town Council consideration and approval of the Town Clerk's recommendation to fill the Town Hall vacancies with Myra Cockerham in a temporary, part-time position.

Lisa Purvis, MMC - Town Clerk

Town Council to accept the resignation of Wendy Prather from the Planning & Zoning Board, effective October 15, 2025.

Lisa Purvis, MMC - Town Clerk

Town Council approval of the Town Clerk's recommendation to hire Wendy Prather to fill the Town Hall Administrative Financial Analyst vacant position. **Lisa Purvis, MMC – Town Clerk**

Town Council approval of the Town Clerk's recommendation to hire Heidi Irre to fill the Town Hall Administrative Assistant vacant position.

Lisa Purvis, MMC - Town Clerk

Town Council approval of the Town Clerk's recommendation to hire Teresa Fedick to fill the Town Hall Administrative Assistant vacant position.

Lisa Purvis, MMC – Town Clerk

Town Council approval of the Minutes for the September 23, 2025, Workshop, October 2, 2025, Regular Meeting, October 6, 2025, Special Meeting, and October 9, 2025, Workshop.

Lisa Purvis, MMC – Town Clerk

Town Council approval of AECOM Technical Services, Inc., Payable through September 26, 2025, Project Name: Environmental Assessment for the North and South Property Acquisitions at the Hilliard Airpark in the amount of \$1.650.00.

FDOT PTGA 100% GRANT FUNDED PROJECT \$55,000; AECOM S.A. NO. 21 LUMP SUM CONTRACT \$55,000

Town Council approval of AECOM, Payable through September 30, 2025, Project Name: Design & Construct New Box Hangar at the Hilliard Airpark in the amount of \$8,915.28.

FDOT PTGA 100% GRANT FUNDED PROJECT \$391,000; AECOM S.A. NO. 20 LUMP SUM CONTRACT \$111,441

Town Council approval of Peters & Yaffee Engineering, Payable through September 30, 2025, Project Name: Design West Sixth Street in the amount of \$31,564.90.

DAYSPINGS COMMONS DEVELOPER FUNDED PROJECT LUMP SUM CONTRACT \$101,672.26

Town Council approval of PQH Group, Payable through September 30, 2025, Project Name: Hurricane Shelter / Community Center Project in the amount of \$18,750.00.

FDEM 100% GRANT FUNDED PROJECT \$5,890,200; PQH GROUP LUMP SUM CONTRACT \$572,000

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

MINUTES & TRANSCRIPTS

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

TOWN WEBSITE & YOUTUBE MEETING VIDEO

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

2025 HOLIDAYS

TOWN HALL OFFICES CLOSED

1. Martin Luther King, Jr. Day

2. Memorial Day

3. Independence Day

4. Labor Day

5. Veterans Day

6. Thanksgiving Day

7. Friday after Thanksgiving Day

8. Christmas Eve

9. Christmas Day

10. New Year's Eve

11. New Year's Day

Monday, January 20, 2025 Monday, May 26, 2025

Friday, July 4, 2025 Monday, September 1, 2025

Tuesday, November 11, 2025 Thursday, November 27, 2025

Friday, November 28, 2025

Wednesday, December 24, 2025

Thursday, December 25, 2025

Wednesday, December 31, 2025

Thursday, January 1, 2026

PROCLAMATION

Emily's Promise
Emily Adkins Blood Clot Awareness Month

WHEREAS, the nonprofit Emily's Promise works with medical professionals and the public to educate Floridians about the life-threatening risks associated with blood clots; and

WHEREAS, October is a significant month as Emily Adkins, the namesake of Emily's Promise, passed away on October 21, 2022, from a pulmonary embolism caused by a preventable blood clot; and

WHEREAS, Emily Adkins was a rising star in Nassau County health care, a dedicated community volunteer, and a proud graduate of Fernandina Beach High School and The University of North Florida; and

WHEREAS, according to the National Blood Clot Alliance, an estimated 900,000 Americans are affected by blood clots each year, with 100,000 lives lost to this preventable condition annually; and

WHEREAS, the Centers for Disease Control and Prevention reports that blood clots can strike anyone at any age, with risk factors including surgery, pregnancy, and cancer treatment—killing more Americans than car accidents, AIDS, and breast cancer combined; and

WHEREAS, advocacy efforts by Emily's Promise led to the enactment of the Emily Adkins Family Protection Act in Florida, which now requires hospitals and certain health care facilities to screen patients for blood clot risk, train staff to recognize warning signs, and report cases to a statewide registry, marking the first law of its kind in the nation; and

WHEREAS, Emily's Promise continues its mission to raise public awareness, promote the use of the Caprini Risk Score to assess individual blood clot risk, encourage the creation of blood clot prevention plans with health care providers, and advocate for life-saving treatments for those at risk; and

WHEREAS, recognizing emerging medical advancements, such as medical thrombectomy, can lead to improved detection and removal of blood clots, ultimately saving more lives; and

NOW, THEREFORE, I, John P. Beasley, Mayor of the Town of Hilliard, do hereby proclaim October 2025 as "Emily Adkins Blood Clot Awareness Month" and urge health care professionals, leaders in the Town of Hilliard, Nassau County, Florida, and the public to dedicate their efforts to spreading awareness, educating on prevention, and recognizing the serious threat blood clots pose to lives across Hilliard and beyond.

John P. Beasley, Mayor	Date



AGENDA ITEM REPORT TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: July 17, 2025

FROM: Lisa Purvis, MMC – Town Clerk

SUBJECT: Town Council to consider Ordinance No. 2025-08, An Ordinance 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. Adopting on First Reading and set

a Public Hearing & Final Reading for November 20, 2025.

BACKGROUND:

The Water & Sewer Rate Study prepared by Florida Rural Water Association and previously discussed in detail at the September 11, 2025, and October 9, 2025, monthly workshops. Identified revenue deficiencies that require the Town to increase the Water & Sewer Usage Rates. This will allow funding needed to rehabilitate the infrastructure that is in critical despair.

Notices will be sent out in accordance with FS 180.136, with the October 30, 2025, water and sewer bills. This notice will advise all customers of the date, time, and place of the Public Hearing to hear citizen's input regarding the Town's proposed water and sewer rate increase.

FINANCIAL IMPACT:

FRWA Rate Study Results FY 2025/2026 Effective January 1, 2026 Water Revenue Increase 12% Sewer Revenue Increase 49%

RECOMMENDATION:

Town Council adoption of Ordinance No. 2025-08, on First Reading and set a Public Hearing & Final Reading for November 20, 2025.

ORDINANCE NO. 2025-08

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. 2025-08, 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 the Town Council of the Town of Hillistrates billed that are payable on or the	ard, Florida, and sh	all become effective	
Kenneth A. Sims Council President	_		

ATTEST:	
Lisa Purvis Town Clerk	
APPROVED:	
John P. Beasley Mayor	

First Reading: October 16, 2025
W&S Billing Notice: October 30, 2025
Publication Date: November 5, 2025
Public Hearing: November 20, 2025
Second/Final Reading: November 20, 2025

ATTACHMENT TOWN OF HILLIARD ORDINANCE NO. 2025-08 AMENDING 2024-05 WATER & SEWER RATES

WATER & SEWER USAGE RATES AND TAXES SECTION 1.

INCREASE 12.00% WATER 49.00% **SEWER INCREASE**

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

BASE CHARGE WATER **SEWER**

\$19.29 \$32.08

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 \$3.62 \$6.43 per whole thousand per whole thousand **SEWER SEWER**

\$8.55 \$6.02

per whole thousand per whole thousand

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

BASE CHARGE WATER SEWER \$45.01 \$74.31

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
\$1.59	\$4.82	\$6.43
per whole thousand	per whole thousand	per whole thousand
SEWER	SEWER	SEWER
\$4.28	\$8.55	\$10.67
per whole thousand	per whole thousand	per whole thousand

TAXES

A public service tax of 5% shall be added to the water service rates.

TOWN OF HILLIARD Water & Sewer Rate Increase Notice Ordinance No. 2025-08

In accordance with Hilliard Town Charter Section 4.11 (5) Action requiring an ordinance. The Town shall by ordinance regulate the rate charged for its services by a public utility for its water and sewer rates. Florida State Statue 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 shall provide notice of the proposed increase to each customer of the utility through the utility's billing process. The notice shall state the date, time, and place of the meeting of the governing board of the local government at which such an increase will be considered.

The Town of Hilliard will hold a Public Hearing to hear citizens input where the Town proposes to increase its water rates by 12% and sewer rates by 49% for both residential and commercial users as follows:

Public Hearing & Regular Meeting November 20, 2025, at 7:00 p.m. Hilliard Town Hall / Council Chambers 15859 West County Road 108 Hilliard, FL 32046

This rate increase is following Hilliard Town Code Chapter 58 Utilities:

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)

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, § 4, 5-18-2023)

Town of Hilliard

FY 2025 gradual Tax Revenue decrease Fiscal Year: 2025



FLORIDA RURAL WATER ASSOCIATION
2970 WELLINGTON CIRCLE
TALLAHASSEE, FL 32309
850-668-2746
Completed by: Dyana Stewart
September 13, 2025

Cover Page Page 1 of 2 1

Town of Hilliard FY 2025 gradual Tax Revenue decrease Fiscal Year: 2025 **Proposed Rate Adjustments**

This rate scenario shows the rate increases needed to fiscally sustain the Water and Wastewater systems with the use of unrestricted reserves and tax revenue transfers. Tax revenue transfers will only match Capital Expenditures identified starting FY27-28 as shown on the CIP Schedule in this document. This scenario used the FY25 Budget, existing debt, and Capital Improvement Plan as provided by the town to address expenditures and applied a 3% CPI increase to the O&M expenditures over the next 4 years. This scenario applies revenues using, number of current customers, customer consumption billed in FY23-24, and the current rates at the time this rate analysis was completed. Other revenues were applied as shown in the FY25 budget for collection fees, taps, misc. etc (see Other Revenues in this study). If revenues budgeted are not achieved at the same amount then higher increases may be needed.

If the Consumer Price Index (CPI) for any given year exceeds percentages in Figure 1, rates may need to be increased by the percentage difference. The proposed rate increases (see figure 2) will only allow the system to maintain an unrestricted reserve at or above 82 days of O&M. The minimum suggested is 90 days, and with the suggested rate increases the city should meet 90 days by end of FY27.

Description	Escalation Factor FY							
	2025	2026	2027	2028	2029			
СРІ	3%	3%	3%	3%	3%			

Figure 1

Rate Class	Fiscal Year						
All DW Rate Classes	2025	2026	2027	2028	2029		
Base	0%	12%	12%	12%	3%		
Usage	0%	12%	12%	12%	3%		
All WW Rate Classes	2025	2026	2027	2028	2029		
Base	0%	49%	20%	3%	3%		
Usage	0%	49%	20%	3%	3%		

Figure 2

Proposed Rate Adjustments

Fiscal Year: 2025

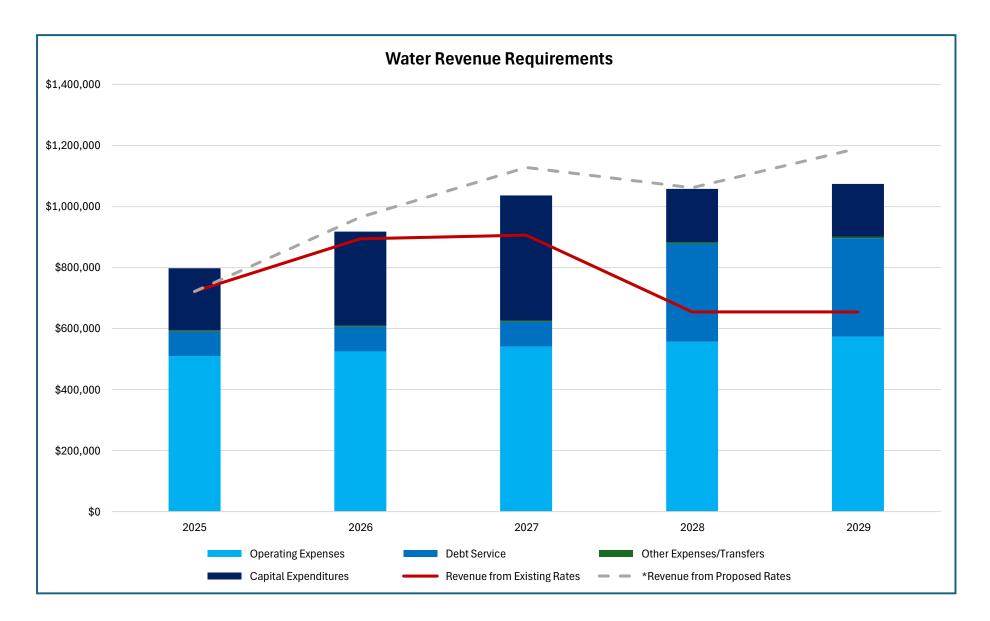
Water Revenue Requirements

	2025	2026	2027	2028	2029
Revenue Requirements:					
Operating Expenses	\$509,700	\$525,000	\$540,800	\$557,000	\$573,700
Debt Service	\$80,400	\$80,900	\$81,300	\$322,500	\$322,400
Other Expenses/Transfers	\$4,000	\$4,100	\$4,200	\$4,400	\$4,500
Capital Expenditures	\$203,900	\$308,000	\$410,000	\$173,900	\$173,900
Gross Revenue Requirements	\$798,000	\$918,000	\$1,036,300	\$1,057,800	\$1,074,500
Less: Other Revenue	\$121,667	\$302,400	\$314,400	\$62,400	\$62,400
Net Revenue Requirements	\$676,333	\$615,600	\$721,900	\$995,400	\$1,012,100
Existing Rate Sufficiency:					
Revenue from Existing Rates	\$599,900	\$592,000	\$592,000	\$592,000	\$592,000
Revenue Surplus/(Deficiency)	-\$76,433	-\$23,600	-\$129,900	-\$403,400	-\$420,100
Proposed Rate Sufficiency:					
*Revenue from Proposed Rates	\$599,900	\$663,040	\$813,900	\$999,300	\$1,128,500
Increase in Revenue	\$0	\$63,140	\$214,000	\$399,400	\$528,600
Cumulative %					
All Customer Classes					
Base Charges	0.00%	12.00%	25.44%	40.49%	44.71%
Usage Charges	0.00%	12.00%	25.44%	40.49%	44.71%
Current Year %					
All Customer Classes					
Base Charges	0%	12%	12%	12%	3%
Usage Charges	0%	12%	12%	12%	3%
Revenue Surplus/(Deficiency)	-\$76,433	\$47,440	\$92,000	\$3,900	\$116,400

^{*} Revenue includes 10% annual growth starting FY26-27 Water Revenue Requirements

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

Water Revenue Requirements



Water Revenue Requirements

Page 4 of

Fiscal Year: 2025

Wastewater Revenue Requirements

	2025	2026	2027	2028	2029
Revenue Requirements:					
Operating Expenses	\$847,100	\$872,500	\$898,700	\$925,600	\$953,400
Debt Service	\$80,400	\$80,900	\$81,300	\$81,800	\$81,600
Other Expenses/Transfers	\$6,000	\$6,200	\$6,400	\$6,600	\$6,800
Capital Expenditures	\$182,600	\$610,700	\$581,900	\$456,900	\$356,900
Gross Revenue Requirements	\$1,116,000	\$1,570,200	\$1,568,300	\$1,470,900	\$1,398,700
Less: Other Revenue	\$420,858	\$453,600	\$471,600	\$243,600	\$143,600
Net Revenue Requirements	\$695,142	\$1,116,600	\$1,096,700	\$1,227,300	\$1,255,100
Existing Rate Sufficiency:					
Revenue from Existing Rates	\$599,400	\$593,800	\$593,800	\$593,800	\$593,800
Revenue Surplus/(Deficiency)	-\$95,742	-\$522,800	-\$502,900	-\$633,500	-\$661,300
Proposed Rate Sufficiency:	+				
* Revenue from Proposed Rates	\$599,400	\$884,762	\$1,162,900	\$1,314,700	\$1,486,700
Increase in Revenue	\$0	\$285,362	\$563,500	\$715,300	\$887,300
Cumulative %					
All Customer Classes					
Base Charges	0.00%	49.00%	78.80%	84.16%	89.69%
Usage Charges	0.00%	49.00%	78.80%	84.16%	89.69%
Current Year %					
All Customer Classes					
Base Charges	0%	49%	20%	3%	3%
Usage Charges	0%	49%	20%	3%	3%
Revenue Surplus/(Deficiency)	-\$95,742	-\$231,838	\$66,200	\$87,400	\$231,600

nevenue from Existing Nates

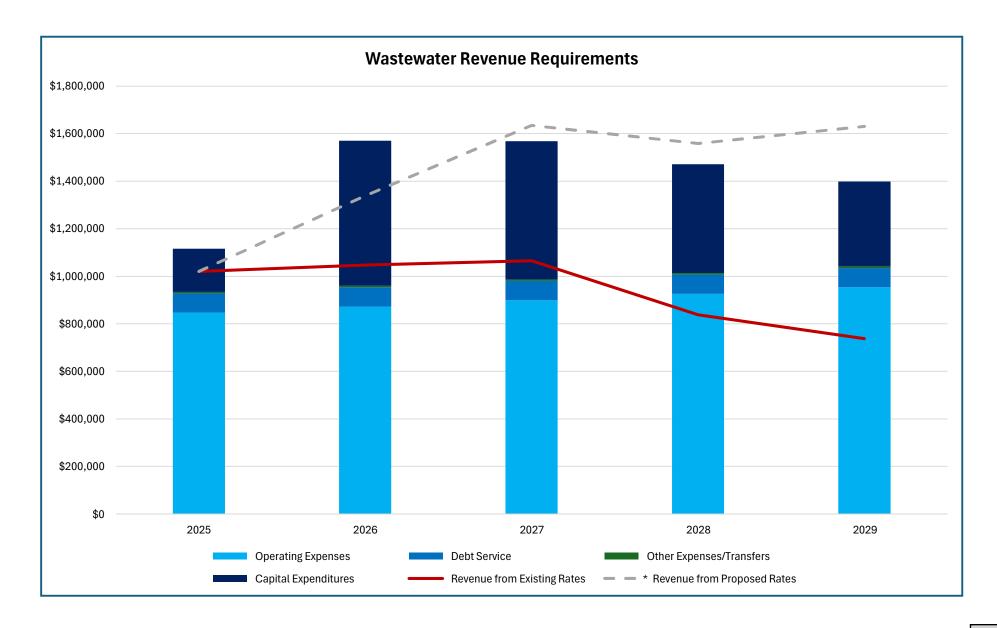
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^{*} Revenue includes 10% annual growth starting FY26-27

Fiscal Year: 2025

Wastewater Revenue Requirements



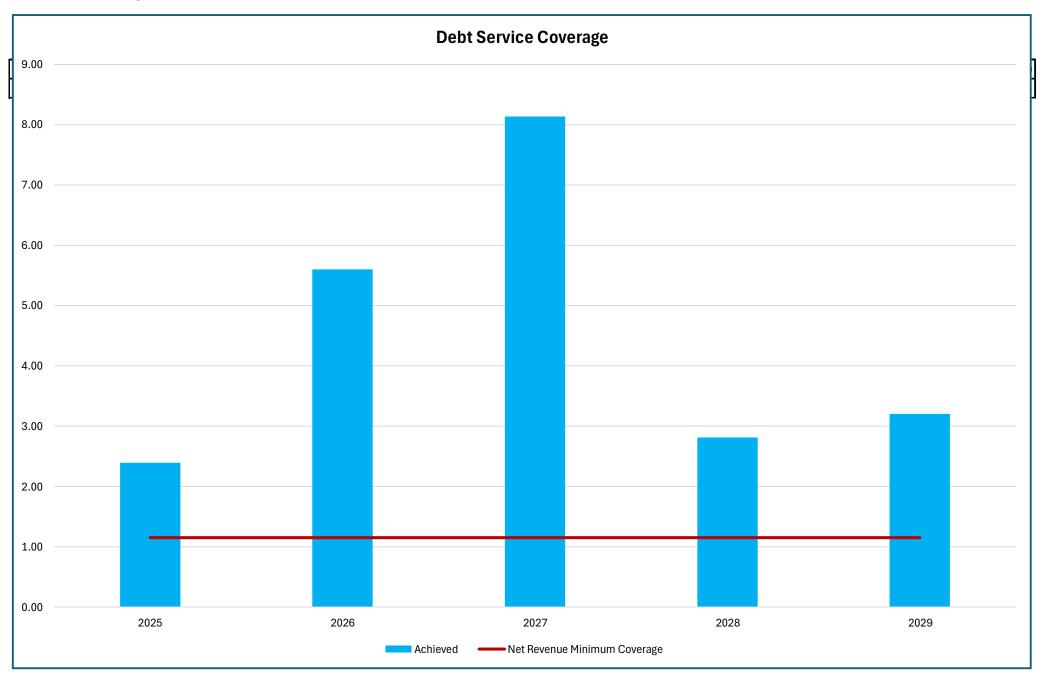
Fiscal Year: 2025

Debt Service Coverage

	2025	2026	2027	2028	2029
Revenue:					
Revenue from Proposed Drinking Water Rates	\$599,900	\$663,040	\$813,900	\$999,300	\$1,128,500
Revenue from Proposed Wastewater Rates	\$599,400	\$884,762	\$1,162,900	\$1,314,700	\$1,486,700
Subtotal - Rate Revenue	\$1,199,300	\$1,547,802	\$1,976,800	\$2,314,000	\$2,615,200
Miscellaneous Revenue - Drinking Water	\$121,667	\$302,400	\$314,400	\$62,400	\$62,400
Miscellaneous Revenue - Wastewater	\$420,858	\$453,600	\$471,600	\$243,600	\$143,600
Total Revenue	\$1,741,825	\$2,303,802	\$2,762,800	\$2,620,000	\$2,821,200
Operating Expenses:					
Drinking Water	\$509,700	\$525,000	\$540,800	\$557,000	\$573,700
Wastewater	\$847,100	\$872,500	\$898,700	\$925,600	\$953,400
Total Operating Expenses	\$1,356,800	\$1,397,500	\$1,439,500	\$1,482,600	\$1,527,100
Net Revenue	\$385,025	\$906,302	\$1,323,300	\$1,137,400	\$1,294,100
Debt Service:					
Drinking Water	\$80,400	\$80,900	\$81,300	\$322,500	\$322,400
Wastewater	\$80,400	\$80,900	\$81,300	\$81,800	\$81,600
Total Debt Service	\$160,800	\$161,800	\$162,600	\$404,300	\$404,000
Debt Service Coverage	2.39	5.60	8.14	2.81	3.20
Net Revenue Less Debt Service	\$224,225	\$744,502	\$1,160,700	\$733,100	\$890,100
Capital Expenditures:					
Drinking Water	\$203,900	\$308,000	\$410,000	\$173,900	\$173,900
Wastewater	\$182,600	\$610,700	\$581,900	\$456,900	\$356,900
Total Capital Expenditures	\$386,500	\$918,700	\$991,900	\$630,800	\$530,800
Other Expenses/Transfers:					
Drinking Water	\$4,000	\$4,100	\$4,200	\$4,400	\$4,500
Wastewater	\$6,000	\$6,200	\$6,400	\$6,600	\$6,800
Total Other Expenses/Transfers	\$10,000	\$10,300	\$10,600	\$11,000	\$11,300
Revenue Surplus/(Deficiency)	-\$172,275	-\$184,498	\$158,200	\$91,300	\$348,000

Debt Service Coverage Page 7 of

Fiscal Year: 2025 Debt Service Coverage

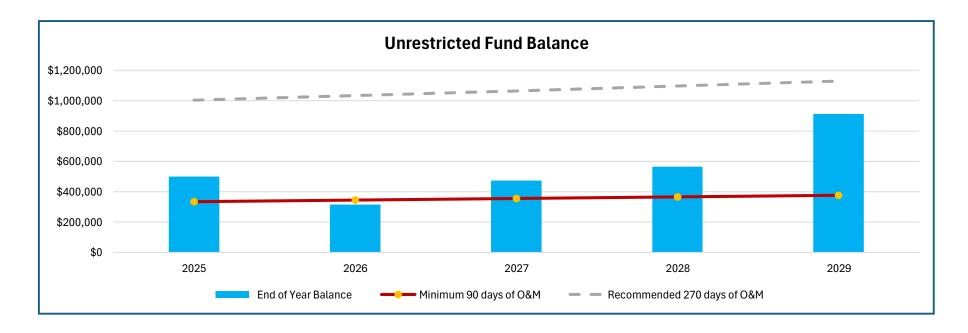


Debt Service Coverage Page 8 of 2

Fiscal Year: 2025

Unrestricted Fund Balance

	2025	2026	2027	2028	2029
Utility Reserve Funds:					
Beginning of Year Balance	\$672,275	\$500,000	\$315,502	\$473,702	\$565,002
Addition to Current Year	-\$172,275	-\$184,498	\$158,200	\$91,300	\$348,000
End of Year Balance	\$500,000	\$315,502	\$473,702	\$565,002	\$913,003
Days of Cash on Hand	135	82	120	139	218
	2025	2026	2027	2028	2029
Drinking Water	\$509,700	\$525,000	\$540,800	\$557,000	\$573,700
Wastewater	\$847,100	\$872,500	\$898,700	\$925,600	\$953,400
Total O&M Expense	\$1,356,800	\$1,397,500	\$1,439,500	\$1,482,600	\$1,527,100
Daily O&M Expense	\$3,717	\$3,829	\$3,944	\$4,062	\$4,184
Minimum 90 days of O&M	\$334,553	\$344,589	\$354,945	\$365,573	\$376,545
Recommended 270 days of O&M	\$1,003,660	\$1,033,767	\$1,064,836	\$1,096,718	\$1,129,636



Unrestricted Fund Balance Page 9 of

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		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

CIP Schedule

Town of Hilliard FY 2025 without Tax Revenue Fiscal Year: 2025 Operating Expense Projection

				Historical	Budget	Escalation				
Fund Name	Type of Expense	Cost Allocation	Description	2024	2025	Factor	2026	2027	2028	2029
401-06-53612	Personnel	System Slit 40%DW/60%Wastewater	Reg. Salaries and Wages	\$391,800	\$376,400	CPI	\$387,700	\$399,300	\$411,300	\$423,600
401-06-53614	Personnel	System Slit 40%DW/60%Wastewater	Overtime	\$14,000	\$16,000	CPI	\$16,500	\$17,000	\$17,500	\$18,000
401-06-53621	Personnel	System Slit 40%DW/60%Wastewater	FICA taxes	\$30,300	\$30,000	CPI	\$30,900	\$31,800	\$32,800	\$33,800
401-06-53622	Personnel	System Slit 40%DW/60%Wastewater	Retirement Contributions	\$57,000	\$53,500	CPI	\$55,100	\$56,700	\$58,400	\$60,200
401-06-53623	Personnel	System Slit 40%DW/60%Wastewater	Life & Health Insurance	\$142,200	\$142,200	CPI	\$146,500	\$150,900	\$155,400	\$160,100
401-06-53624	Personnel	System Slit 40%DW/60%Wastewater	Workers Comp	\$5,200	\$5,700	CPI	\$5,800	\$6,000	\$6,200	\$6,400
401-06-53631	Professional Services	System Slit 40%DW/60%Wastewater	Professional Services	\$36,100	\$32,000	CPI	\$33,000	\$33,900	\$35,000	\$36,000
401-06-53632	Professional Services	System Slit 40%DW/60%Wastewater	Accounting & Auditing	\$19,200	\$22,000	CPI	\$22,700	\$23,300	\$24,000	\$24,800
401-06-53634	O&M	100% Wastewater	Waste Disposal	\$23,100	\$25,000	CPI	\$25,800	\$26,500	\$27,300	\$28,100
401-06-53640	O&M	System Slit 40%DW/60%Wastewater	Travel & Education	\$1,500	\$5,000	CPI	\$5,200	\$5,300	\$5,500	\$5,600
401-06-53641	O&M	System Slit 40%DW/60%Wastewater	Communications & Frieght	\$28,700	\$16,600	CPI	\$17,100	\$17,600	\$18,100	\$18,700
401-06-53642	O&M	100% Water	Water Plant Electricity	\$21,200	\$25,000	CPI	\$25,800	\$26,500	\$27,300	\$28,100
401-06-53643	O&M	100% Wastewater	Sewer Plant Eletricity	\$89,200	\$95,000	CPI	\$97,800	\$100,800	\$103,800	\$106,900
401-06-53644	O&M	System Slit 40%DW/60%Wastewater	Rentals & Leases	\$4,500	\$5,000	CPI	\$5,200	\$5,300	\$5,500	\$5,600
401-06-53645	0&M	System Slit 40%DW/60%Wastewater	Insurance	\$31,100	\$31,400	CPI	\$32,400	\$33,400	\$34,400	\$35,400
401-06-53646	0&M	System Slit 40%DW/60%Wastewater	Repairs & Maintenance	\$158,700	\$150,000	CPI	\$154,500	\$159,100	\$163,900	\$168,800
401-06-53648	O&M	System Slit 40%DW/60%Wastewater	Promotional act public notice	\$1,600	\$1,000	CPI	\$1,000	\$1,100	\$1,100	\$1,100
401-06-53649	Other	System Slit 40%DW/60%Wastewater	Other current obligations	\$1,500	\$0	CPI	\$0	\$0	\$0	\$0
401-06-53652	0&M	System Slit 40%DW/60%Wastewater	Operating Supplies	\$299,200	\$300,000	CPI	\$309,000	\$318,300	\$327,800	\$337,700
401-06-53654	O&M	System Slit 40%DW/60%Wastewater	Books , subscriptions & publications	\$7,800	\$10,000	CPI	\$10,300	\$10,600	\$10,900	\$11,300
401-06-53664	O&M	System Slit 40%DW/60%Wastewater	Machinery & Equipment	\$25,300	\$0	CPI	\$0	\$0	\$0	\$0
401-06-53699	O&M	System Slit 40%DW/60%Wastewater	Bank service charges	\$17,000	\$15,000	CPI	\$15,400	\$15,900	\$16,400	\$16,900
401-06-56482	Other	System Slit 40%DW/60%Wastewater	Aid to private organization	\$10,000	\$10,000	CPI	\$10,300	\$10,600	\$10,900	\$11,300
			Total	\$1,416,200	\$1,366,800		\$1,407,800	\$1,450,000	\$1,493,500	\$1,538,300
*Escalation Factor	or (CPI) = Consumer Pric	e Index of 3%	Drinking Water Total	\$21,200	\$25,000		\$25,800	\$26,500	\$27,300	\$28,100
			Wastewater Total	\$112,300	\$120,000		\$123,600	\$127,300	\$131,100	\$135,000

Operating Expense Projection Page 11 of 29 23

Fiscal Year: 2025

Debt Service Schedule

Debt	2025	2026	2027	2028	2029
Existing Debts:					
Bond 1	\$160,700	\$161,700	\$162,700	\$163,500	\$163,300
Anticipated Debts:					
Sewer Rehabs (Construction)	\$0	\$0	\$0	\$240,700	\$240,700
Total	\$160,700	\$161,700	\$162,700	\$404,200	\$404,000
Drinking Water	\$80,400	\$80,900	\$81,300	\$322,500	\$322,400
Wastewater	\$80,400	\$80,900	\$81,300	\$81,800	\$81,600

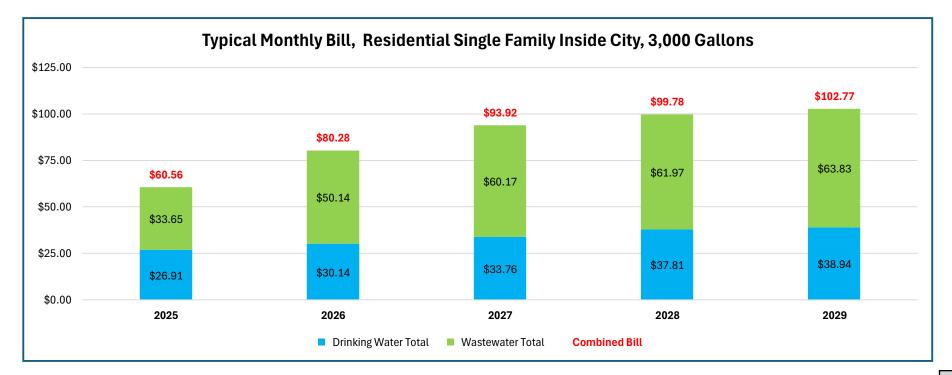
Town of Hilliard

FY 2025 without Tax Revenue

Fiscal Year: 2025

Typical Monthly Bill, Residential Single Family Inside City, 3,000 Gallons

	2025	2026	2027	2028	2029
Drinking Water					
Base Charge	\$17.22	\$19.29	\$21.60	\$24.19	\$24.92
Usage Charge, 3,000 Gallons	\$9.69	\$10.85	\$12.16	\$13.61	\$14.02
Drinking Water Total	\$26.91	\$30.14	\$33.76	\$37.81	\$38.94
Wastewater					
Base Charge	\$21.53	\$32.08	\$38.50	\$39.65	\$40.84
Usage Charge, 3,000 Gallons	\$12.12	\$18.06	\$21.67	\$22.32	\$22.99
Wastewater Total	\$33.65	\$50.14	\$60.17	\$61.97	\$63.83
Combined Bill	\$60.56	\$80.28	\$93.92	\$99.78	\$102.77



Typical Monthly Bill, Resident Page 13 of

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

	2025	2026	2027	2028	2029
Drinking Water					
Residential Single Family					
Base Charges Inside City					
5/8-inch	\$17.22	\$19.29	\$21.60	\$24.19	\$24.92
Base Charges Outside City					
5/8-inch	\$25.83	\$24.11	\$27.01	\$30.25	\$31.16
Usage Charges Inside City					
0 to 6,000 gallons	\$3.23	\$3.62	\$4.05	\$4.54	\$4.67
6,001 gallons or more	\$5.74	\$6.43	\$7.20	\$8.06	\$8.31
Usage Charges Outside City					
0 to 6,000 gallons	\$4.85	\$4.52	\$5.07	\$5.68	\$5.85
6,001 gallons or more	\$8.61	\$8.04	\$9.01	\$10.09	\$10.39
Commercial					
Base Charges Inside City					
5/8-inch	\$40.19	\$45.01	\$50.41	\$56.46	\$58.16
Base Charges Outside City					
5/8-inch	\$60.29	\$56.27	\$63.02	\$70.58	\$72.70
Usage Charges Inside City					
0 to 2,000 gallons	\$1.42	\$1.59	\$1.78	\$2.16	\$2.48
2,001 to10,000 gallons	\$4.30	\$4.82	\$5.39	\$6.04	\$6.22
10,001 gallons or more	\$5.74	\$6.43	\$7.20	\$8.06	\$8.31
Usage Charges Outside City					
0 to 2,000 gallons	\$2.13	\$1.99	\$2.23	\$2.50	\$2.58
2,001 to 10,000 gallons	\$6.45	\$6.03	\$6.75	\$7.56	\$7.79
10,001 gallons or more	\$8.61	\$8.04	\$9.01	\$10.09	\$10.39

Rate Schedule Page 14 of 29

	2025	2026	2027	2028	2029
Eastwood Oaks					
Base Charges Inside City					
5/8-inch	\$1,790.88	\$2,005.79	\$2,246.48	\$2,516.06	\$2,591.54
Usage Charges Inside City					
0 to 624,000 gallons	\$3.23	\$3.62	\$4.05	\$4.54	\$4.67
624,001 gallons or more	\$5.74	\$6.43	\$7.20	\$8.06	\$8.31
112 Water 2nd Meter					
Base Charges Inside City					
5/8-inch	\$17.22	\$19.29	\$21.60	\$24.19	\$24.92
442 W. L. 2 - 184 L.					
113 Water 2nd Meter					
Base Charges Inside City	44=00	440.00	404.00	40.10	40.4.00
5/8-inch	\$17.22	\$19.29	\$21.60	\$24.19	\$24.92
Residential Irrigation					
Base Charges Inside City					
5/8-inch	\$17.22	\$19.29	\$21.60	\$24.19	\$24.92
Base Charges Outside City					
5/8-inch	\$25.83	\$24.11	\$27.01	\$30.25	\$31.16
Usage Charges Inside City					
0 to 6,000 gallons	\$3.23	\$3.62	\$4.05	\$4.54	\$4.67
6,001 gallons or more	\$5.74	\$6.43	\$7.20	\$8.06	\$8.31
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Usage Charges Outside City					
0 to 6,000 gallons	\$4.85	\$4.52	\$5.07	\$5.68	\$5.85
6,001 gallons or more	\$8.61	\$8.04	\$9.01	\$10.09	\$10.39
Commercial Irrigation					
Base Charges Inside City					
5/8-inch	\$40.19	\$45.01	\$50.41	\$56.46	\$58.16
Base Charges Outside City					
5/8-inch	\$60.29	\$56.27	\$63.02	\$70.58	\$72.70
Usage Charges Inside City					
0 to 2,000 gallons	\$1.42	\$1.59	\$1.78	\$1.99	\$2.05
2,001 to 10,000 gallons	\$1.42	\$1.59	\$1.78	\$6.04	\$2.05
10,001 gallons or more	\$4.30	\$4.82	\$7.20	\$8.06	\$8.31
10,001 gailons of filore	٧٥./٦	70.43	77.20	70.00	νο.31
Usage Charges Outside City					
0 to 2,000 gallons	\$2.13	\$1.99	\$2.23	\$2.50	\$2.58
2,001 to 10,000 gallons	\$6.45	\$6.03	\$6.75	\$7.56	\$7.79
10,001 gallons or more	\$8.61	\$8.04	\$9.01	\$10.09	\$10.39

Rate Schedule Page 15 of 29 27

	2025	2026	2027	2028	2029
Wastewater					
Residential Single Family					
Base Charges Inside City					
5/8-inch	\$21.53	\$32.08	\$38.50	\$39.65	\$40.84
Base Charges Outside City					
5/8-inch	\$32.30	\$40.10	\$48.12	\$49.56	\$51.05
,		·	·	· ·	·
Usage Charges Inside City					
0 to 6,000 gallons	\$4.04	\$6.02	\$7.22	\$7.44	\$7.66
6,001 gallons or more	\$5.74	\$8.55	\$10.26	\$10.57	\$10.89
Usage Charges Outside City		+	+		
0 to 6,000 gallons	\$6.06	\$7.52	\$9.03	\$9.30	\$9.58
6,001 gallons or more	\$8.61	\$10.70	\$12.84	\$13.22	\$13.62
Commercial City					
Base Charges Inside City	Ć40.07	¢74.21	Ć00 47	Ć01.04	¢04.60
5/8-inch	\$49.87	\$74.31	\$89.17	\$91.84	\$94.60
Base Charges Outside City					
5/8-inch	\$74.81	\$92.89	\$111.46	\$114.81	\$118.25
Usage Charges Inside City					
0 to 2,000 gallons	\$2.87	\$4.28	\$5.13	\$5.29	\$5.44
2,001 to 10,000 gallons	\$5.74	\$8.55	\$10.26	\$10.57	\$10.89
10,001 gallons or more	\$7.16	\$10.67	\$12.80	\$13.19	\$13.58
Usage Charges Outside City					
0 to 2,000 gallons	\$4.31	\$0.00	\$7.71	\$7.94	\$8.18
2,001 to 10,000 gallons	\$8.61	\$10.70	\$12.84	\$13.22	\$13.62
10,001 gallons or more	\$10.74	\$13.34	\$16.00	\$16.48	\$16.98
Eastwood Oaks					
Base Charges Inside City					
5/8-inch	\$2,239.12	\$3,336.29	\$4,003.55	\$4,123.65	\$4,247.36
Usage Charges Inside City					
0 to 624,000 gallons	\$4.04	\$6.02	\$7.22	\$7.44	\$7.66
624,001 gallons or more	\$5.74	\$8.55	\$10.26	\$10.57	\$10.89
	·				
Residential Sewer Flat Rate					
Base Charges Inside City	422.65	450.44	450.47	464.07	462.55
5/8-inch	\$33.65	\$50.14	\$60.17	\$61.97	\$63.83
Commercial Sewer Flat Rate					
Base Charges Inside City					
5/8-inch	\$72.83	\$108.52	\$130.22	\$134.13	\$138.15

Rate Schedule Page 16 of 29 28

Town of Hilliard FY 2025 gradual Tax Revenue decrease

Fiscal Year: 2025

Other Anticipated Revenues Split 40% DW/60% WW

Other Revenues	Allocation	2025	2026	2027	2028	2029
Trans from Sales Tax	Drinking Water	\$ 59,267.00	\$ 240,000.00	\$ 252,000.00	\$ -	\$ -
Tap Fee	Drinking Water	\$ 34,600.00	\$ 34,600.00	\$ 34,600.00	\$ 34,600.00	\$ 34,600.00
Transfer Fee	Drinking Water	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Turn/Off Fees	Drinking Water	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00
Reconnect Fee	Drinking Water	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
NSF Fee	Drinking Water	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00
Penalties	Drinking Water	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00
Convenience Charge	Drinking Water	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Miscellaneous Revenu	Drinking Water	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Trans from Sales Tax	Wastewater	\$ 327,258.00	\$ 360,000.00	\$ 378,000.00	\$ 150,000.00	\$ 50,000.00
Tap Fee	Wastewater	\$ 51,900.00	\$ 51,900.00	\$ 51,900.00	\$ 51,900.00	\$ 51,900.00
Transfer Fee	Wastewater	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
Turn/Off Fees	Wastewater	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00
Reconnect Fee	Wastewater	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00
NSF Fee	Wastewater	\$ 420.00	\$ 420.00	\$ 420.00	\$ 420.00	\$ 420.00
Penalties	Wastewater	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00
Convenience Charge	Wastewater	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
Miscellaneous Revenu	Wastewater	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
	Total Other Revenue	\$ 542,525.00	\$ 756,000.00	\$ 786,000.00	\$ 306,000.00	\$ 206,000.00
	Drinking Water Total	\$121,667	\$302,400	\$314,400	\$62,400	\$62,400
	Wastewater Total	\$420,858	\$453,600	\$471,600	\$243,600	\$143,600

Other Revenues Page 17 of

Fiscal Year: 2025

Rate Revenue, Existing Rates for Fiscal Year 2025

Base Charge Revenues	Meter Sizes	Base Charge	Number of Connections	Annual Revenue
Drinking Water				
Residential Single Family				
Base Charges Inside City				
	5/8-inch	\$17.22	1,073.00	\$221,724.72
Base Charges Outside City				
	5/8-inch	\$25.83	12.00	\$3,719.52
Commercial				
Base Charges Inside City				
	5/8-inch	\$40.19	116.00	\$55,944.48
Base Charges Outside City				
	5/8-inch	\$60.29	4.00	\$2,893.92
Eastwood Oaks				
Base Charges Inside City				
	5/8-inch	\$1,790.88	1.00	\$21,490.56
112 Water 2nd Meter				
Base Charges Inside City				
	5/8-inch	\$17.22	6.00	\$1,239.84
113 Water 2nd Meter				
Base Charges Inside City				
	5/8-inch	\$17.22	2.00	\$413.28
Residential Irrigation				
Base Charges Inside City				
	5/8-inch	\$17.22	7.00	\$1,446.48
Base Charges Outside City				
	5/8-inch	\$25.83	0.00	\$0.00
Commercial Irrigation				
Base Charges Inside City				
	5/8-inch	\$40.19	4.00	\$1,929.12
Base Charges Outside City				
	5/8-inch	\$60.29	2.00	\$1,446.96
Subtotal				\$312,248.88

Rate Revenue, Existing Rates fo Page 18 of 2 3

Base Charge Revenues	Meter Sizes	Base Charge	Number of Connections	Annual Revenue
Wastewater		, i		
Residential Single Family				
Base Charges Inside City				
	5/8-inch	\$21.53	889.00	\$229,682.04
Base Charges Outside City				
Commercial				
Base Charges Inside City				
	5/8-inch	\$49.87	101.00	\$60,442.44
Base Charges Outside City				
	5/8-inch	\$74.81	3.00	\$2,693.16
Eastwood Oaks				
Base Charges Inside City				
	5/8-inch	\$2,239.12	1.00	\$26,869.44
Residential Sewer Flat Rate				
Base Charges Inside City		\$0.00		\$0.00
Commercial Sewer Flat Rate				
Base Charges Inside City		\$0.00	0.00	\$0.00
Subtotal				\$319,687.08
Total				\$631,935.96

Usage Charge Revenues	Gallon Range	Rate per Thousand Gallons	Monthly Water Sold (kgal)	Annual Revenue
Drinking Water				
Residential Single Family				
Usage Charges Inside City				
Block 1	0 to 6,000 gallons	\$3.23	5,006.25	\$194,042.25
Block 2	6,001 gallons or more	\$5.74	0.00	\$0.00
Usage Charges Outside City				
Block 1	0 to 6,000 gallons	\$4.85	55.25	\$3,215.55
Block 2	6,001 gallons or more	\$8.61	0.00	\$0.00
Commercial				
Usage Charges Inside City				
Block 1	0 to 2,000 gallons	\$1.42	232.00	\$3,953.28
Block 2	2,001 to 10,000 gallons	\$4.30	928.00	\$47,884.80
Block 3	10,001 gallons or more	\$5.74	225.83	\$15,555.17
Usage Charges Outside City				
Block 1	0 to 2,000 gallons	\$2.13	8.00	\$204.48
Block 2	2,001 to 10,000 gallons	\$6.45	32.00	\$2,476.80
Block 3	10,001 gallons or more	\$8.61	67.58	\$6,982.37
Eastwood Oaks				
Usage Charges Inside City				
Block 1	0 to 624,000 gallons	\$3.23	120.75	\$4,680.27
Block 2	624,001 gallons or more	\$5.74	0.00	\$0.00
Residential Irrigation				
Usage Charges Inside City				
Block 1	0 to 6,000 gallons	\$3.23	7.67	\$297.16
Block 2	6,001 gallons or more	\$5.74	0.00	\$0.00
Usage Charges Outside City				
Block 1	0 to 6,000 gallons	\$4.85	0.00	\$0.00
Block 2	6,001 gallons or more	\$8.61	0.00	\$0.00
Commercial Irrigation				
Usage Charges Inside City				
Block 1	0 to 2,000 gallons	\$1.42	8.00	\$136.32
Block 2	2,001 to 10,000 gallons	\$4.30		\$1,651.20
Block 3	10,001 gallons or more	\$5.74	31.67	\$2,181.43
Usage Charges Outside City				
Block 1	0 to 2,000 gallons	\$2.13	0.00	\$0.00
Block 2	2,001 to 10,000 gallons	\$6.45	0.00	\$0.00
Block 3	10,001 gallons or more	\$8.61	0.00	\$0.00
Subtotal				\$283,261.08

Usage Charge Revenues	Gallon Range	Rate per Thousand Gallons	Monthly Water Sold (kgal)	Annual Revenue
Wastewater				
Residential Single Family				
Usage Charges Inside City				
Block 1	0 to 6,000 gallons	\$4.04	3,168.42	\$153,604.84
Block 2	6,001 gallons or more	\$5.74	0.00	\$0.00
Usage Charges Outside City				
Block 1	0 to 6,000 gallons	\$6.06	0.00	\$0.00
Block 2	6,001 gallons or more	\$8.61	0.00	\$0.00
Commercial				
Usage Charges Inside City				
Block 1	0 to 2,000 gallons	\$2.87	202.00	\$6,956.88
Block 2	2,001 to 10,000 gallons	\$5.74	808.00	\$55,655.04
Block 3	10,001 gallons or more	\$7.16	264.75	\$22,747.32
Usage Charges Outside City				
Block 1	0 to 2,000 gallons	\$4.31	6.00	\$310.32
Block 2	2,001 to 10,000 gallons	\$8.61	24.00	\$2,479.68
Block 3	10,001 gallons or more	\$10.74	52.00	\$6,701.76
Eastwood Oaks				
Usage Charges Inside City				
Block 1	0 to 624,000 gallons	\$4.04	570.25	\$27,645.72
Block 2	624,001 gallons or more	\$5.74	0.00	\$0.00
Subtotal				\$276,101.56
Total				\$559,362.64

Combined Revenues without Sales Tax transfers		
Drinking Water		
Base Charge Revenue		\$312,248.88
Usage Charge Revenue		\$283,261.08
Other Revenue		\$62,400.00
Subtotal		\$657,909.96
Wastewater		
Base Charge Revenue		\$319,687.08
Usage Charge Revenue		\$276,101.56
Other Revenue		\$93,600.00
Subtotal		\$689,388.64
Total		\$1,347,298.60

Combined Revenues with Sales Tax transfers		Annual Revenue
Drinking Water		
Base Charge Revenue		\$309,011.28
Usage Charge Revenue		\$288,030.70
Other Revenue		\$121,667.00
Subtotal		\$718,708.98
Wastewater		
Base Charge Revenue		\$316,940.04
Usage Charge Revenue		\$280,107.40
Other Revenue		\$420,858.00
Subtotal		\$1,017,905.44
Total		\$1,736,614.42

Fiscal Year: 2025

Rate Revenue, Proposed Rates for Fiscal Year 2026

Base Charge Revenues	Meter Sizes	Base Charge	Number of Connections	Annual Revenue
Drinking Water				
Residential Single Family				
Base Charges Inside City				
	5/8-inch	\$19.29	1,072.00	\$248,100.25
Base Charges Outside City				
	5/8-inch	\$24.11	12.00	\$3,472.36
Commercial				
Base Charges Inside City				
	5/8-inch	\$45.01	116.00	\$62,657.82
Base Charges Outside City				
	5/8-inch	\$56.27	4.00	\$2,700.90
Eastwood Oaks				
Base Charges Inside City				
	5/8-inch	\$2,005.79	1.00	\$24,069.43
112 Water 2nd Meter				
Base Charges Inside City				
	5/8-inch	\$19.29	6.00	\$1,388.62
113 Water 2nd Meter				
Base Charges Inside City				
	5/8-inch	\$19.29	2.00	\$462.87
Residential Irrigation				
Base Charges Inside City				
	5/8-inch	\$19.29	7.00	\$1,620.06
Base Charges Outside City				
	5/8-inch	\$24.11	0.00	\$0.00
Commercial Irrigation				
Base Charges Inside City				
	5/8-inch	\$45.01	4.00	\$2,160.61
Base Charges Outside City				
	5/8-inch	\$63.02	2.00	\$1,512.51
Subtotal				\$348,145.43

Rate Revenue, Proposed Rate 26 Page 23 of 2 3

Base Charge Revenues	Meter Sizes	Base Charge	Number of Connections	Annual Revenue
Wastewater				
Residential Single Family				
Base Charges Inside City				
	5/8-inch	\$32.08	889.00	\$342,226.24
Commercial				
Base Charges Inside City				
	5/8-inch	\$74.31	101.00	\$90,059.24
Base Charges Outside City				
	5/8-inch	\$92.89	3.00	\$3,343.92
Eastwood Oaks				
Base Charges Inside City				
	5/8-inch	\$3,336.29	1.00	\$40,035.47
Residential Sewer Flat Rate				
Base Charges Inside City			0.00	\$0.00
Commercial Sewer Flat Rate				
Base Charges Inside City			0.00	\$0.00
Subtotal				\$475,664.86
Total				\$823,810.29

Rate Revenue, Proposed Rate 26 Page 24 of 2 3

Drinking Water Residential Single Family Usage Charges Inside City Block 1 0 Block 2 6, Usage Charges Outside City Block 1 0 Block 2 6, Commercial Usage Charges Inside City Block 1 0 Block 2 2, Block 3 10 Usage Charges Outside City	to 6,000 gallons ,001 gallons or more	Rate per Thousand Gallons \$3.62	Monthly Water Sold (kgal)	Annual Revenue
Residential Single Family Usage Charges Inside City Block 1 Usage Charges Outside City Block 2 Usage Charges Outside City Block 2 Commercial Usage Charges Inside City Block 1 Usage Charges Inside City Block 2 Block 3 Usage Charges Outside City				
Usage Charges Inside City Block 1 Block 2 G, Usage Charges Outside City Block 1 Block 2 Commercial Usage Charges Inside City Block 1 Usage Charges Inside City Block 2 Block 3 Usage Charges Outside City				
Block 1 0 Block 2 6, Usage Charges Outside City Block 1 0 Block 2 6, Commercial Usage Charges Inside City Block 1 0 Block 2 2, Block 3 10 Usage Charges Outside City				
Block 2 Usage Charges Outside City Block 1 Block 2 Commercial Usage Charges Inside City Block 1 Block 2 Block 3 Usage Charges Outside City				
Usage Charges Outside City Block 1 0 Block 2 6, Commercial Usage Charges Inside City Block 1 0 Block 2 2, Block 3 10 Usage Charges Outside City	,001 gallons or more	40.10	5,006.25	\$217,327.32
Block 1 0 Block 2 6, Commercial Usage Charges Inside City Block 1 0 Block 2 2, Block 3 10 Usage Charges Outside City		\$6.43	0.00	\$0.00
Block 2 6, Commercial Usage Charges Inside City Block 1 0 Block 2 2, Block 3 10 Usage Charges Outside City				
Commercial Usage Charges Inside City Block 1 0 Block 2 2, Block 3 10 Usage Charges Outside City	to 6,000 gallons	\$4.52	55.25	\$2,999.94
Usage Charges Inside City Block 1 0 Block 2 2, Block 3 10 Usage Charges Outside City	,001 gallons or more	\$8.04	0.00	\$0.00
Block 1 0 Block 2 2, Block 3 10 Usage Charges Outside City				
Block 2 2, Block 3 10 Usage Charges Outside City				
Block 3 10 Usage Charges Outside City	to 2,000 gallons	\$1.59	232.00	\$4,427.67
Usage Charges Outside City	,001 to 10,000 gallons	\$4.82	928.00	\$53,630.98
	0,001 gallons or more	\$6.43	225.83	\$17,421.79
Block 1 0				
	to 2,000 gallons	\$1.99	8.00	\$191.39
Block 2 2,	,001 to 10,000 gallons	\$6.03	32.00	\$2,313.83
Block 3	0,001 gallons or more	\$8.04	67.58	\$6,521.42
Eastwood Oaks				
Usage Charges Inside City				
Block 1 0	to 624,000 gallons	\$3.62	120.75	\$5,241.90
Block 2 6.	24,001 gallons or more	\$6.43	0.00	\$0.00
Residential Irrigation				
Usage Charges Inside City				
Block 1 0	to 6,000 gallons	\$3.62	7.67	\$332.82
Block 2 6,	,001 gallons or more	\$6.43	0.00	\$0.00
Usage Charges Outside City				
Block 1 0	to 6,000 gallons	\$4.52	0.00	\$0.00
Block 2 6,	,001 gallons or more	\$8.04	0.00	\$0.00
Commercial Irrigation				
Usage Charges Inside City				
Block 1 0	to 2,000 gallons	\$1.59	8.00	\$152.68
Block 2 2,	,001 to 10,000 gallons	\$4.82	32.00	\$1,849.34
Block 3	0,001 gallons or more	\$6.43	31.67	\$2,443.20
Usage Charges Outside City				
	to 2,000 gallons	\$1.99	0.00	\$0.00
Block 2 2,	,001 to 10,000 gallons	\$6.03	0.00	\$0.00
Block 3	0,001 gallons or more	\$8.04	0.00	\$0.00
Subtotal			 	

Rate Revenue, Proposed Rate 26 Page 25 of 2

Usage Charge Revenues	Gallon Range	Rate per Thousand Gallons	Monthly Water Sold (kgal)	Annual Revenue
Wastewater				
Residential Single Family				
Usage Charges Inside City				
Block 1	0 to 6,000 gallons	\$6.02	3,168.42	\$228,871.21
Block 2	6,001 gallons or more	\$8.55	0.00	\$0.00
Usage Charges Outside City				
Block 1	0 to 6,000 gallons	\$7.52	0.00	\$0.00
Block 2	6,001 gallons or more	\$10.70	0.00	\$0.00
Commercial				
Usage Charges Inside City				
Block 1	0 to 2,000 gallons	\$4.28	202.00	\$10,365.75
Block 2	2,001 to 10,000 gallons	\$8.55	808.00	\$82,926.01
Block 3	10,001 gallons or more	\$10.67	264.75	\$33,893.51
Usage Charges Outside City				
Block 1	0 to 2,000 gallons	\$6.42	6.00	\$462.38
Block 2	2,001 to 10,000 gallons	\$10.70	24.00	\$3,081.08
Block 3	10,001 gallons or more	\$13.34	52.00	\$8,321.35
Eastwood Oaks				
Usage Charges Inside City				
Block 1	0 to 624,000 gallons	\$6.02	570.25	\$41,192.12
Block 2	624,001 gallons or more	\$8.55	0.00	\$0.00
Subtotal				\$411,391.32
Total				\$726,245.60

Combined Revenues without Sales Tax transfers		
Drinking Water		
Base Charge Revenue	 	\$348,145.43
Usage Charge Revenue		\$314,854.28
Other Revenue		\$62,400.00
Subtotal	 	 \$725,399.71
Wastewater		
Base Charge Revenue		\$475,664.86
Usage Charge Revenue		\$411,391.32
Other Revenue		\$93,600.00
Subtotal		\$980,656.18
Total		\$1,706,055.89

Rate Revenue, Proposed Rate 26 Page 26 of 2 38

Combined Revenues with Sales Tax transfers		Annual Revenue
Drinking Water		
Base Charge Revenue		\$348,145.43
Usage Charge Revenue		\$314,854.28
Other Revenue		\$302,400.00
Subtotal		\$965,399.71
Wastewater		
Base Charge Revenue		\$475,664.86
Usage Charge Revenue		\$411,391.32
Other Revenue		\$453,600.00
Subtotal		\$1,340,656.18
Total		\$2,306,055.89

Rate Revenue, Proposed Rate 26 Page 27 of 2 3

Town of Hilliard FY 2025 without Tax Revenue

Fiscal Year: 2025 System Summary

System Statistic	Value
Number of Water Meters	1,229
Number of Wastewater Connections	996
Water Production (gallons/day)	224,715.00
Wastewater Treatment (gallons/day)	348,244.00

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

Capital Financing Plan

	Allocation	Fiscal Year 2024
(a) Operating Revenues		
Drinking Water Rate Revenues	100% Water	\$591,589.00
Wastewater Rate Revenues	100% Wastewater	\$603,456.00
Subtotal		\$1,195,045.00
(b) Interest Income	40% DW/ 60% WW	\$90,583.54
(c) Other Incomes		
Tap On Fees	40% DW/ 60% WW	\$43,076.40
Transfer Fees	40% DW/ 60% WW	\$420.00
Turn On/Off Fees	40% DW/ 60% WW	\$9,595.00
Water Line Extension Fees	100% Water	\$0.00
Sewer Line Extension Fees	100% Wastewater	\$850.00
Reconnect Fees	40% DW/ 60% WW	\$300.00
Water Tower Lease	100% Water	\$3,148.21
Surplus Materials	40% DW/ 60% WW	\$5,500.00
NSF Fees	40% DW/ 60% WW	\$695.00
Penalties	40% DW/ 60% WW	\$47,715.46
Convenience Charge	40% DW/ 60% WW	\$6,763.11
Transfer From Sales Tax	40% DW/ 60% WW	\$523,198.20
Misc Revenue	40% DW/ 60% WW	\$7,773.73
W&S Development Single Lot	40% DW/ 60% WW	\$3,520.00
W&S Development Investigation	40% DW/ 60% WW	\$7,713.88
Septic & Well Exception	40% DW/ 60% WW	\$250.00
ROW Permit	40% DW/ 60% WW	\$522.00
Royalties	40% DW/ 60% WW	\$92.05
DEP Grant	40% DW/ 60% WW	\$597,000.00
(d) Total Revenues		\$2,543,761.58
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	40% DW/ 60% WW	\$2,511,118.85
(f) Net Revenues (f = d – e)		\$32,642.73

Capital Financing Plan
Page 29 of 41



AGENDA ITEM REPORT TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: October 16, 2025

FROM: Lisa Purvis, MMC – Town Clerk

SUBJECT: Town Council to consider Ordinance No. 2025-11, an Ordinance approving the

confirmation of Reservation of Plant Capacity and Cost Recovery Agreement between the Town of Hilliard and Sherry Downs; and providing for non-codification and an effective date. Adopted on First Reading and set a Public Hearing & Final

Reading for November 6, 2025.

BACKGROUND:

Agreement is being requested in connection with the approved Water & Wastewater Extension Project awarded on August 21, 2025, for the approved lot split and development on West Fifth Street.

FINANCIAL IMPACT:

Water & Wastewater Extension Project Developer's cost \$25,000 plus 30%. Town cost \$4,250.00 covered by developers 30%.

RECOMMENDATION:

Town Council adoption of Ordinance No. 2025-11, on First Reading and set a Public Hearing & Final Reading for November 6, 2025.

ORDINANCE NO. 2025-11 TOWN OF HILLIARD, FLORIDA

AN ORDINANCE APPROVING THE CONFIRMATION OF RESERVATION OF PLANT CAPACITY AND COST RECOVERY AGREEMENT BETWEEN THE TOWN OF HILLIARD AND SHERRY DOWNS; AND PROVIDING FOR NON-CODIFICATION AND AN EFFECTIVE DATE

WHEREAS, Sherry Downs is the owner of the property located at W. 5th St. described as 0.84-acre parcel 08-3N-24-2380-0075-0021;

WHEREAS, Sherry Downs will undertake substantial investments in the engineering, design, and construction of certain wastewater utility line infrastructure improvements to be dedicated to public use and capable of serving both the Development and additional future development along W. 5th St., thereby enhancing the Town's infrastructure and providing substantial long-term economic benefits to the Town;

WHEREAS, in consideration of Sherry Down's expenditure of funds to create excess capacity in the Line Capacity Improvements, which excess capacity can serve developments in addition to the Property, the Town has further agreed to allow Sherry Downs to recover a portion of the costs of the Line Capacity Improvements, and to facilitate said cost recovery;

WHEREAS, to facilitate this cost recovery, the Town and Sherry Downs negotiated and executed the Confirmation of Reservation of Plant Capacity and Cost Recovery Agreement (the "Agreement"), which is attached as Exhibit A.

WHEREAS, the Agreement contemplates water and sewage infrastructure and budgetary items which, in compliance with Article III, Section 58-81 of the Hilliard Code of Ordinances, require approval by ordinance.

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

SECTION 1. Recitals. The foregoing recitals are true and correct and are incorporated as if fully set forth herein.

SECTION 2. Cost Recovery Agreement Approved. The Town of Hilliard hereby approves the Agreement. The Town recognizes the value of the wastewater infrastructure improvements to the public and finds that the cost recovery mechanism established in the Agreement serves the public interest by facilitating the construction of essential infrastructure while providing Sherry Downs with a fair opportunity to recover her investment.

SECTION 3. Non-Codification. The provisions of this Ordinance approving the Agreement shall not be codified in the Town of Hilliard's Code of Ordinances, as the Agreement is a separate and distinct document from the general laws of the Town.

SECTION 4. Effe e passage and adoption by the			e shall take e	ffect immediate	ly upon its
ADOPTED this Florida.	day of	, 2025 by	the Town Cour	icil for the Town	of Hilliard,
Kenneth A. Sims, Sr. Council President					
ATTEST:					
Lisa Purvis Town Clerk					
APPROVED:					
John P. Beasley Mayor					

First Reading: October 16, 2025
Publication Date: October 22, 2025
Public Hearing: November 6, 2025
Second/Final Reading: November 6, 2025

CONFIRMATION OF RESERVATION OF PLANT CAPACITY AND COST RECOVERY AGREEMENT

THIS CONFIRMATION OF RESERVATION OF PLANT CAPACITY AND COST RECOVERY AGREEMENT (this "Agreement") is made this __ day of ______, 202____, by SHERRY DOWNS, its successors and assigns ("Developer"), and the TOWN OF HILLIARD, Florida, a municipal corporation within the State of Florida (the "Town"). Developer and Town may be collectively referred to herein as the "Parties" and individually referred to as a "Party".

WHEREAS, Sherry Downs is the owner of the property located at W. 5th St. described as 0.84-acre parcel 08-3N-24-2380-0075-0021 hereto and incorporated herein by this reference (the "**Property**");

WHEREAS, Developer desires to connect the Property to the Town's current and future water and wastewater utility plant capacities (collectively, the "Utility Plant Capacities");

WHEREAS, as part of the expansion, Developer will expend significant funds for the engineering, design, and construction of certain wastewater utility line infrastructure improvements being described in **Exhibit B** (collectively, the "**Line Capacity Improvements**") to be dedicated to public use and capable of serving both the Development and additional future development along W. 5th St., thereby providing an additional substantial economic benefit to Town:

WHEREAS, in consideration of the aforesaid substantial economic benefits conferred on Town by Developer, Town has agreed to provide Utility Plant Capacities, including without limitation the future water and wastewater utility line capacity of at least 14 dwelling units realized from the Line Capacity Improvements, to serve the Property on a preferred and priority basis to the Developer and/or its assigns;

WHEREAS, in consideration of Developer's expenditure of funds to create excess capacity in the Line Capacity Improvements, which excess capacity can serve developments in addition to the Property, the Town has further agreed to allow Developer to recover a portion of the costs of the Line Capacity Improvements, and to facilitate said cost recovery; and

WHEREAS, the Parties desire to enter into this Agreement in order to memorialize the agreement between the Parties to confirm the reservation of sufficient capacity in the Utility Plant Capacities to serve the Property, and to allow and facilitate the recovery of costs associated with the Line Capacity Improvements.

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. <u>RECITALS</u>. The foregoing recitals are true and correct and are incorporated as if fully set forth herein.

- 2. <u>EFFECTIVE DATE</u>. This Agreement shall become effective upon execution by the Parties (hereinafter, the "**Effective Date**").
- 3. <u>RESERVATION OF PLANT CAPACITY</u>. Prior to the Effective Date of this Agreement, the Town has guaranteed and reserved 2,266 gallons per day ("GPD") in water capacity and 2,266 GPD in sewer capacity from the Utility Plant Capacities to serve the Property (collectively, the "Reserved Utility Plant Capacities"). This guarantee and reservation of the Reserved Utility Plant Capacities is exclusive of and will not be affected by any potential future capacity allocations to other property owners who may request connection to the Utility Plant Capacities. Furthermore, Town agrees that it will not allocate or allow any connections, extension or modification to the Utility Plant Capacities that will result in insufficient utility capacity to meet the requirements of the Property, nor adversely impact the obligations of the Town under this Agreement. The Town shall not impose any further conditions upon the use of the Reserved Utility Plant Capacities or vested rights hereunder unless any such conditions are determined by the Town to be essential to protect the health, safety, and welfare of the citizens of Town.
- 4. <u>COST RECOVERY</u>. Developer will cause the engineering, design, construction, and dedication to public use of the Line Capacity Improvements. Developer has agreed to use the Town's approved utility provider, Cunningham Company LLC, to construct and extend the utility lines accepting the agreed invoiced construction cost of \$32,500.00 (the "Cost Recovery Amount"). For a period of twenty (20) years from the Effective Date of this Agreement, or until Developer recoups the Cost Recovery Amount, whichever occurs first (the "Cost Recovery Period"), the Town shall charge any user connecting to the Line Capacity Improvements, at the time of connection, a fee calculated at \$2,341.42 per dwelling unit based on said user's pro rata utilization of the sewer main capacity of the Line Capacity Improvements (the "Cost Recovery Fee"). Town shall pay the collected Cost Recovery Fees to Developer on or before March 15, June 15, September 15, and December 15 of each year at the address in the Notice provision of this Agreement. The Cost Recovery Period shall be suspended during the period of any interruption in the collection and/or payment of the Cost Recovery Fees due to force majeure. For the purposes of clarification, any suspension for a force majeure event shall toll the Cost Recovery Period for the total number of days for said suspension under this Section 4.
- 5. <u>WATER/SEWER TAP AND CAPACITY FEES</u>. Developer is granted an exemption from payment of any and all water and sewer tap-in fees, except that Developer shall be required to pay for the meter and meter transmission unit (MTU) cost plus \$275.00 per unit for installation of same plus the \$2,321.42 recovery fee. Developer shall be subject to all other fees set forth in Resolution No. 2024-11. For clarity, Developer shall not be exempt from any water or sewer connection fees, turn-on or turn-off fees, or system development fees.
- 6. MAINTENANCE AND IMPROVEMENTS. The Cost Recovery Period shall be suspended during the period of any maintenance work on the Line Capacity Improvements by Town or its agent(s) that lasts for more than sixty (60) days. Should Town and/or its agent(s) make any non-maintenance modification(s) to the Line Capacity Improvements in the future, said modification(s) shall not affect the Cost Recovery Amount, the Reserved Utility Plant Capacities, or Town's obligation to facilitate the recovery of the Cost Recovery Amount and payment of same to Developer.

- 7. <u>INTEREST</u>. This Agreement shall not include interest.
- 8. <u>NECESSITY TO OBTAIN PERMITS</u>. Developer hereby acknowledges its obligation to obtain all necessary state and/or local development permits which may be needed for the Development. The failure of this Agreement to address any particular permit, condition, term, or restriction applicable to the Development shall not relieve the Developer or any successor or assign of the necessity of complying with federal, state, and local permitting requirements, conditions, terms, or restrictions as may be applicable to the Property.
- 9. GOOD FAITH; DEFAULT. The Town shall execute in good faith all of its responsibilities under this Agreement. In the event the Town defaults in the performance of the obligations set forth in this Agreement, then Developer may, upon notice to the Town, allow the Town thirty (30) days to cure the default or provide evidence to Developer that such default will be cured in a timely manner (not to exceed ninety (90) days) if it cannot be cured during said 30-day period. If the Town fails to cure such default or provide such evidence as provided above, then, Developer may begin proceedings to require specific performance of this Agreement or bring suit for damages, costs, expenses and compensation available in equity or at law for breach of the Agreement. The prevailing party shall be entitled to a reasonable attorney's fee for having brought such action.
- 10. <u>RECORDING</u>. This Agreement shall run with the land and a copy of this Agreement shall be filed and recorded in the Official Public Records of Nassau County, Florida.
- 11. <u>BINDING EFFECT</u>. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties of this Agreement. The benefits of this Agreement shall be retained by Sherry Downs. It is understood that the Cost Recovery Fee are personal to Sherry Downs.
- 12. <u>APPLICABLE LAW, JURISDICTION AND VENUE</u>. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be in Nassau County, Florida. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 13. <u>JOINT PREPARATION</u>. Preparation of this Agreement has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- 14. <u>CAPTIONS</u>. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision hereof.
- 15. <u>ENTIRE AGREEMENT</u>. The Parties hereto acknowledge that this Agreement constitutes the sole agreement between the Parties; that all prior proposals and agreements, whether oral or written, are hereby superseded; and that this Agreement may not be changed, altered or modified except in writing and signed by the Parties hereto. The Parties hereto further

acknowledge that, in entering into this Agreement, each party has not been induced by, has not relied upon, and has not included as part of the basis of the bargain herein, any representation or statement, whether expressed or implied, made by any agent, representative or employee of the Town, which representation or statement is not approved by the other at any public hearing or work session of the Town Council or otherwise made as part of the official public record in the proceedings related to this Agreement.

16. <u>FURTHER ASSURANCES</u>. Each of the Parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall reasonably be requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

17. <u>NOTICES</u>. Any notices or reports required by this Agreement shall be effective and valid only if delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, or by registered or certified mail of the United States Postal Service, postage prepaid and return receipt requested, and sent as follows (or to such other place as any party may by Notice to the other specify):

To Town: Town of Hilliard

c/o Town Clerk

15859 West County Road 108 (physical address)

P.O. Box 249 (mailing address)

Hilliard, Florida 32046

With a copy to: Town Attorney

Christian Waugh, Esq.

Waugh PLLC

201 E. Pine Street, Suite 315 Orlando, Florida 32801

To Developer: Sherry Downs

54819 Honeysuckle Ln Callahan, Florida 32011

Notices shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance.

18. <u>COUNTERPARTS</u>. This Agreement may be executed and delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes

19. <u>RECORDING</u>. A copy of this Agreement shall be filed and recorded in the Official Public Records of Nassau County, Florida.

[SIGNATURES FOLLOW ON NEXT PAGES]

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

ATTEST:	TOWN OF HILLIARD
By:	
By: Lisa Purvis	John Beasley
Town Clerk	Mayor
Form Approved:	
By:	
Christian Waugh	
Town Attorney	
STATE OF FLORIDA	
COUNTY OF NASSAU	
notarization, this day of of Hilliard, Florida, a municipal corp	e me by means of <i>(check one)</i> \square physical presence or \square online, 202, by John Beasley, Mayor, of the Town poration within the State of Florida, who are <i>(check one)</i> \square oroduced as identification and
	Name: NOTARY PUBLIC, State of Florida
(SEAL)	Serial Number (if any)
,	My Commission Expires:

DEVELOPER

	Sherry Downs
STATE OF	
COUNTY OF	
	e me by means of (check one) \square physical presence or day of, 202, by
, the	who is $(check\ one)$ \square personally known to me or \square
has produced	as identification and who has taken an oath.
	Name:
	NOTARY PUBLIC, State of Aforesaid
(SEAL)	Serial Number (if any)
	My Commission Expires:

EXHIBIT A

Property Legal Description

Property has the Nassau County Tax PARCEL ID # of: 08-3N-24-2380-0075-0021, with a Legal Description of: SURVEYOR'S LEGAL DESCRIPTION ALL OF LOT 2, BLOCK 75 TOWN OF HILLIARD, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 28, OF THE PUBLIC RECORDS

LESS AND EXCEPT THE EASTERLY 70.00 FEET OF THE SOUTHERLY 105.00 FEET OF LOT 2, BLOCK 75, TOWN OF HILLIARD, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, in the Official Records book of the Clerk of Court, Nassau County, Florida. THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

EXHIBIT B

Line Capacity Improvements

Sewer Flow Calculations

8" Gravity Main Capacity: Gravity main size should be 8" in order to handle future sewage flows. A gravity main is designed to carry the peak hour sewage flow which is estimated at 3.5 times average daily flow. Assume maximum velocity in the gravity main at 15 fps.

Note: 1 Equivalent Residential Unit (ERU) = 130 GPD for water and sewage per Town Code Section 58-121.

14 dwelling units X 2.49(ERU)=34.86 persons 34.86 X 65 GPD = 2265.90 GPD

Total water reservation required 2,266 Total sewer reservation required 2,266

Capacity for all customers connecting to subject main shall be as shown on the Florida DEP permit application and shall be further clarified as "maximum flow" per day.

Terminating Manhole will also be installed.



AGENDA ITEM REPORT TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: October 16, 2025

FROM: Lisa Purvis, MMC – Town Clerk

SUBJECT: Town Council to consider Ordinance No. 2025-12, an Ordinance of the Town of

Hilliard, Nassau County, Florida amending Chapter 1 and 30 of the Town Code to

reflect the Code Enforcement Special Magistrate; providing for conflict,

severability, administrative correction of scrivener's error, publication and effective date. Adopted on First Reading and set a Public Hearing & Final Reading for

November 6, 2025.

BACKGROUND:

Nassau County dissolved the Code Enforcement Board in April 2024 and has since contracted with an attorney who acts as Special Magistrate.

The Town contacted Nassau County in May 2025, to request to update our 2000 interlocal agreement with a new agreement that would allow the Town of Hilliard to also move from their Board to their Special Magistrate.

Since that date the Town Council approved a new interlocal agreement with Nassau County on June 5, 2025, and Nassau County finalized the approval on July 14, 2025.

The new agreement allows the Town to transition from the Nassau County Code Enforcement Board to Code Enforcement Special Magistrate to hear any unresolved code violation cases. Ordinance No. 2025-12, signifies this amendment to the Town's Code.

FINANCIAL IMPACT:

NA

RECOMMENDATION:

Town Council adoption of Ordinance No. 2025-12, on First Reading and set a Public Hearing & Final Reading for November 6, 2025.

ORDINANCE NO. 2025-12 TOWN OF HILLIARD, FLORIDA

AN ORDINANCE OF THE TOWN OF HILLIARD, NASSAU COUNTY, FLORIDA, AMENDING CHAPTER 1 AND 30 OF THE TOWN CODE TO REFLECT THE CODE ENFORCEMENT SPECIAL MAGISTRATE; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, on July 24, 2023, the Nassau County Board of Commissioners signed Nassau County Ordinance No. 2023-021, dissolving the Code Enforcement Board and appointing a Special Magistrate by majority vote; and

WHEREAS, Chapter 1, Section 1-13, and Chapter 30, Section 30-79 of the Town Code currently conflicts with Nassau County Ordinance No. 2023-021; and

WHEREAS, the passage of this ordinance is intended to ensure that the Town of Hilliard is in compliance with Nassau County Ordinance No. 2023-021.

SECTION 1: AUTHORITY

The Town Council of the Town of Hilliard has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

SECTION 2: AMENDING SECTION 1-13

The Hilliard Code of Ordinances Chapter 1, "General Provisions," Sec. 1-13 is hereby amended to read as follows:

Sec. 1-13. – Code enforcement procedures.

- (a) The code enforcement officer or designee is authorized to issue a citation to a person when, based upon personal investigation, either has reasonable cause to believe that a person has committed a civil infraction in violation of a duly enacted code or ordinance and that the Nassau County Special Magistrate for Code Enforcement Board will hear the charge. The fine imposed shall not exceed \$250.00 per day for the first violation and shall not exceed \$1,000.00 per day for a repeat violation. An additional fine shall be imposed to cover all costs incurred in enforcing the particular code or ordinance. The additional fine will consist of an administration fee based on hours of enforcement of the officer plus any additional cost incurred in enforcement.
- (b) Prior to issuing a citation, the code enforcement officer or designee shall provide notice to the person and the property owner that the person has committed a violation of a code

or ordinance and shall establish a reasonable time period within which the person must correct the violation, not to exceed 30 days. If, upon personal investigation, the code enforcement officer or his designee finds that the person has not corrected the violation within the time period, the code enforcement officer or his designee may issue a citation to the person who has committed the violation. However, the code enforcement officer or his designee does not have to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation if the code enforcement officer or his designee has reason to believe that the violation presents a serious threat to the public health, safety or welfare, or if the violation is irreparable or irreversible.

- (c) The citation issued by the code enforcement officer or his designee shall be on file in the town clerk's office which is hereby incorporated by reference as if fully set forth in this section.
- (d) After issuing a citation to an alleged violator, the code enforcement officer or his designee shall, upon determining that the violator has failed to correct the violation, provide a copy of the original citation and notification of failure to comply to the county <u>special</u> <u>magistrate code enforcement board</u> and one copy of the citation and notification to the town clerk.
- (e) Reserved.
- (f) Reserved.
- (g) Any person who willfully refuses to sign and accept a citation issued by the code enforcement officer or his designee shall be guilty of a municipal code violation.
- (h) Reserved.
- (i) The provisions of this article are an additional and supplemental means of enforcing the Town Code and ordinances by any other means.

In addition to this section, the provisions as set forth in the county Code, article III, sections 1-51 through 1-61, and any amendments, modifications or revisions to same are incorporated herein by reference as if fully set forth herein.

SECTION 3: AMENDING SECTION 30-79

The Hilliard Code of Ordinances Chapter 30, "Offenses and Miscellaneous Provisions," Sec. 30-79 is hereby amended to read as follows:

Sec. 30-79. – Trespass warnings on public property and other property generally open to the public.

(a) Any head of a town department, including, but not limited to the town clerk, head of the public works department, and head of the parks and recreation department, is authorized to issue a trespass warning to any individual who violates any town ordinance, rule or regulation, or state law, which violation was committed while on or within a town facility, building, or outdoor area, including municipal parks, but

- excluding public right-of-way. The trespass warning shall be limited to the specific property where the violation occurred.
- (b) For the purpose of this section, "right-of-way" shall only include those sidewalks which are adjacent to a paved street, provided that the street-side edge of the sidewalk is within 20 feet of the curb line.
- (c) Trespass warnings shall be issued as follows:
 - (1) For the first violation, the individual may be issued a trespass warning for a period not to exceed one year.
 - (2) For a second or subsequent violation, the individual may be issued a trespass warning for a period not to exceed two years.
- (d) A copy of the trespass warning shall be provided by mail or hand delivery to the individual given the warning. The written trespass warning shall advise of the right to appeal and the location at which to file the appeal.
- (e) Any person found on or within any town facility, building, or outdoor area, including municipal parks, in violation of a trespass warning may be arrested for trespassing, except as otherwise provided in this section.
- (f) The town clerk may authorize an individual who has received a trespass warning to enter the property or premises to exercise his or her First Amendment rights if there is no other reasonable alternative location to exercise such rights or to conduct necessary municipal business. Such authorization must be in writing, shall specify the duration of the authorization and any conditions thereof, and shall not be unreasonably denied.
- (g) This section shall not be construed to limit the authority of any town employee or official to issue a trespass warning to any person for any lawful reason for any town property, including rights-of-way when closed to general vehicular or pedestrian use, when necessary or appropriate in the sole discretion of the town employee or official.
- (h) This section shall not be construed to limit the authority of officers of any police department or sheriff's office to cite or arrest individuals for violating any section of the Code of Ordinances or the Florida Statutes.
- (i) Appeal of trespass warning. A person to whom a trespass warning is issued under this section shall have the right to appeal as follows:
 - (1) An appeal of the trespass warning must be filed, in writing, within ten days of the issuance of the warning, and shall include the appellant's name, address, and phone number, if any. No fee shall be charged for filing the appeal.
 - (2) The appeal shall be filed at the location specified in the trespass warning.
 - (3) Appeals shall be heard by the Nassau County <u>Special Magistrate for Code</u> Enforcement Board pursuant to the interlocal agreement between Nassau County and the Town of Hilliard dated August 14, 2000, or such other entity, including a special magistrate, as the town contracts to provide this service.

- (4) Within 15 days following the filing of the appeal, the Nassau County <u>Special Magistrate for Code Enforcement Board</u> or other entity specified pursuant to section 30-79(i)(3), supra, shall schedule a hearing. Notice of the hearing shall be provided to the appellant in the following ways:
 - a. By posting the notice at the town hall, and
 - b. By mail if an address has been provided. In the event of nondelivery, then the notice posted at the town hall shall be sufficient.
- (5) Nassau County Code Enforcement Board or the other specified entity shall hold the hearing as soon as possible. In no event shall the hearing be held sooner than 15 days following the filing of the appeal and no later than 45 days from the filing of the appeal.
- (6) Copies of documents in the town's control which are intended to be used at the hearing, and which directly relate to the issuance of the trespass warning to the appellant, shall be made available upon request to the appellant at no cost.
- (7) The appellant and the town shall have the right to attend with an attorney, the right to testify, to call witnesses, to cross-examine witnesses and to present evidence. The appellant shall have the right to bring a court reporter, at his or her own expense.
- (8) Nassau County Code Enforcement Board or such other specified entity shall consider the testimony, reports or other documentary evidence, and any other evidence presented at the hearing. Formal rules of evidence shall not apply, but fundamental due process shall govern the proceedings.
- (9) The town shall bear the burden of proof by clear and convincing evidence that the trespass warning was properly issued pursuant to the criteria of this section.
- (10) If the appellant fails to attend a scheduled hearing, Nassau County Code Enforcement Board or such other specified entity shall review the evidence presented and determine if the trespass warning was properly issued pursuant to the criteria of this section.
- (11) Within ten days of the hearing, Nassau County Code Enforcement Board or such other specified entity shall issue a written decision on the appeal which shall be mailed to the appellant at the address provided. If no address is provided, a copy of the decision shall be posted at the town hall.
- (12) The decision of the Nassau County Code Enforcement Board or such other specified entity shall be final and the appellant shall be deemed to have exhausted all administrative remedies. Such decision may be subject to judicial review in the manner provided by law.
- (13) The trespass warning shall remain in effect during the appeal and review process, including any judicial review.

SECTION 4: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 5: SEVERABILITY

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

SECTION 6: CODIFICATION

The text of Section 2 to 3 of this Ordinance shall be codified as a part of the Hilliard Town Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 7: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

Regardless of whether such inclusion in the Code as described in Section 2 to 3 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Clerk or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

SECTION 8: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall not be immediately effect in order to allow for a transition from the code enforcement board to the code enforcement special magistrate. This Ordinance and its Amendments shall be effective on **November 6, 2025.**

PASSED day of		ADOPTED , 2025.	by	the	Town	of	Hilliard,	Nassau	County,	Florida	on	this
·												
Kenneth A. Sims	, Sr.											
Council Presiden	t											

ATTEST:		
Lisa Purvis		
Town Clerk		
APPROVED:		
John P. Beasley		
Mayor		

First Reading: October 16, 2025
Publication Date: October 22, 2025
Public Hearing: November 6, 2025
Second/Final Reading: November 6, 2025

INTERLOCAL AGREEMENT BETWEEN TOWN OF HILLIARD, FLORIDA AND THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS FOR CODE ENFORCEMENT SPECIAL MAGISTRATE SERVICES

THIS INTERLOCAL AGREEMENT is made by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the TOWN OF HILLIARD, FLORIDA, a municipal corporation (hereinafter referred to as "Town") (hereinafter collectively the "Parties").

RECITALS:

WHEREAS, on August 14, 2000, the Parties entered into an Interlocal Agreement for the use of the Nassau County Code Enforcement Board for the adjudication of Town code enforcement cases; and

WHEREAS, on April 1, 2024, and pursuant to the requirements of Chapter 162, Florida Statutes, the Nassau County Board of County Commissioners dissolved the Nassau County Code Enforcement Board and implemented a Code Enforcement Special Magistrate; and

WHEREAS, the Parties now desire to terminate the Interlocal Agreement dated August 14, 2000, and enter into this Interlocal Agreement thereby setting forth the terms and conditions under which the Nassau County Code Enforcement Special Magistrate may serve as the Code Enforcement Special Magistrate for the Town; and

WHEREAS, this Interlocal Agreement is authorized pursuant to Section 125.0l(l)(p), Florida Statutes and Section 163.01, Florida Statutes.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

Page 1 of 8

SECTION 1. RECITALS.

1.1 The above recitals are incorporated into this Interlocal Agreement and are adopted as findings of fact.

SECTION 2. AUTHORITY.

2.1 This Interlocal Agreement is entered into pursuant to the Florida Interlocal Cooperation Act, Section 163.01, Florida Statutes, and pursuant to the constitutional and statutory powers of the County and the Town.

SECTION 3. TOWN'S OBLIGATIONS.

- 3.1 The Town shall utilize a state certified Code Enforcement Officer for code enforcement within the corporate limits of the Town. The Town Code Enforcement Officer shall maintain a Code Enforcement Level I Certification throughout the duration of this Interlocal Agreement.
- 3.2 The Town's Code Enforcement Officer shall coordinate with the County Manager or designee and the County Attorney or designee in order to schedule any cases before the Code Enforcement Special Magistrate. All meetings shall be held at a regularly scheduled Code Enforcement Special Magistrate hearing.
- 3.3 The Town shall provide copies of all notices, affidavits, photographs, administrative costs, mailings, postings, draft proposed orders and any other documentation required along with the applicable Town codes (hereinafter "Town Code Case Agenda Packet") to the County Attorney or designee for review prior to placement of the code case onto an agenda for the Code Enforcement Special Magistrate.
- 3.4 The Town's Code Enforcement Officer or Town Attorney or designee shall present all cases before the Code Enforcement Special Magistrate and shall ensure that copies of the complete Town Code Case Agenda Packet is available for each case at any meeting. The Town's Code Enforcement Officer, Town Attorney or designee shall follow the procedures set forth by the Code Enforcement Special Magistrate, Chapter 162, Florida Statutes, and the Town Code of Ordinances.
- 3.5 All decisions and Orders of the Code Enforcement Special Magistrate shall be final and the Town shall be bound by all decisions and Orders of the Code Enforcement Special Magistrate.
- 3.6 The Town understands that the County has contracted with the Code Enforcement Special Magistrate and that current compensation under that contract is at the hourly rate of \$300.00. The Town agrees that it shall be responsible for and shall pay all costs charged by the Code Enforcement

Special Magistrate to hear Town Code Cases. In the event that the Town disagrees with the costs charged by the Code Enforcement Special Magistrate, the Town's sole remedy shall be to pay said costs in full and then terminate this Interlocal Agreement.

- 3.7 The Town in its sole discretion shall record any Code Enforcement Special Magistrate Orders in the Official Records of the Clerk of Court pursuant to the requirements of Chapter 162, Florida Statues. All costs for recording shall be borne by the Town.
- 3.8 The Town shall be responsible for and shall bear all costs for any appeal filed by an owner/respondent in regard to any Town Code Case, including, but not limited to, filing costs and attorney fees for said appeal.

SECTION 4. COUNTY'S OBLIGATIONS.

- **4.1** Upon receipt and approval of the Town Code Case Agenda Packet by the County Manager or designee <u>and</u> the County Attorney or designee, the County shall schedule the case for the next available Code Enforcement Special Magistrate Hearing and shall ensure that the Town Code Case Agenda Packet as submitted to the County is entered into the County agenda software.
- **4.2** Pursuant to Section 3.6 hereinabove, the County shall ensure that the Code Enforcement Special Magistrate itemizes all billing to reflect the costs incurred specifically for Town Code Cases and shall ensure that the Town receives the billing in order for the Town to make payment. Notwithstanding the foregoing, the County shall <u>not</u> be responsible in any way for payment of the Code Enforcement Special Magistrate costs related to a Town Code Case.

SECTION 5. TERM.

5.1 This Interlocal Agreement shall commence and be effective upon its approval and execution by the elected bodies of both the County and the Town and filing with the Clerk of the Circuit Court in and for Nassau County, Florida. This Interlocal Agreement shall initially be in effect for ten (10) years unless terminated or amended as described in Section 6. Termination/Revision of Agreement.

SECTION 6. TERMINATION/AMENDMENTS TO INTERLOCAL AGREEMENT.

- 6.1 This Interlocal Agreement may be terminated by either Party upon written notice of termination to the other Party at least thirty (30) days prior to the date of such termination.
- **6.2** Either Party may request that this Interlocal Agreement be amended. Such requests must be placed in writing and address the reason for the revision as well as provide proposed revised language. In order to be deemed effective, the amendment must be approved by both respective

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governing bodies, signed both either the Chair of the County or the County Manager, as directed by the Board, and the Town, and filed with the Clerk of the Circuit Court in and for Nassau County, Florida. This section does not apply to any changes made to the person to whom notices shall be mailed as set forth in Section 7 herein.

SECTION 7. NOTIFICATION.

7.1 Any required notice to be provided by either Party to this Interlocal Agreement shall be delivered to the other Party's representative at the following locations:

	TTO	V:
 	113	

Taco Pope, County Manager 96135 Nassau Place, Suite 1 Yulee, Florida 32097

Denise May, County Attorney 96135 Nassau Place, Suite 6 Yulee, Florida 32097

TOWN:

Lisa Purvis, Town Clerk 15859 West County Road 108 Hilliard, Florida 32046

Christian Waugh, Town Attorney Waugh PLLC 201 E. Pine Street, Suite 315 Orlando, FL 32801

7.2 Any notice to be sent to either Party under the provisions of this Interlocal Agreement shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, first-class U.S. mail, or by nationally recognized overnight courier to the last known address of the Party with appropriate copies as set forth above. A mailing is deemed received at the time of hand delivery or five (5) days after mailing. Either Party may unilaterally change the person to whom a mailing is to be sent to or the address of said person by giving notice to the other Party as provided for herein. Any change of the person to whom a mailing is to be sent shall be provided to the other party in writing and further shall provide the effective date of said change.

SECTION 8. AUDITING, RECORDS AND INSPECTION.

8.1 In the performance of this Interlocal Agreement, the Town and the County shall keep books, records, and accounts of all activities, related to the Interlocal Agreement, in compliance with generally accepted accounting procedures, as adopted by the Department of Financial Services, as

set forth in Rule 691-61.0012, Florida Administrative Code, as amended or superseded from time to time, or the Auditor General. Books, records, and accounts related to the performance of this Interlocal Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by each Party for a period of five (5) years after termination of this Interlocal Agreement. All books, records, and accounts related to the performance of this Interlocal Agreement shall be subject to the applicable provisions of Chapter 119 and section 401.30, Florida Statutes.

- 8.2 No reports, data, programs or other materials produced by a Party, in whole or in part, for the benefit and use of either Party under this Interlocal Agreement shall be subject to copyright by the either Party in the United States or any other country.
- 8.3 The Parties agree to comply with the requirements of Florida's Public Records Law and public records request made in accordance with Section 119.07, Florida Statutes.

SECTION 9. JURISDICTION, VENUE AND CHOICE OF LAW.

9.1 All questions pertaining to the validity and interpretations of this Interlocal Agreement shall be determined in accordance with the Laws of the State of Florida. Any legal action by either Party against the other concerning this Interlocal Agreement shall be filed in a court having jurisdiction in Nassau County, Florida, which shall be deemed the proper venue for any action arising out of or through this Interlocal Agreement. The parties waive trial by jury for any dispute or action that arises out of this Interlocal Agreement. This waiver is knowingly, willingly and voluntarily made by the parties, and the parties hereby represent that no representations of fact or opinion have been made by any person or entity to induce this waver of trial by jury or to in anyway modify or nullify its effect. This provision is a material term for the parties entering into this Interlocal Agreement. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waver of jury trial. The parties further represent and warrants that they have been represented in the signing of this Interlocal Agreement and in the making of this waiver by independent legal counsel of their own free will, and that they have had the opportunity to discuss this waiver with counsel.

SECTION 10. ATTORNEY'S FEES AND COSTS.

10.1 In the event of any litigation between the parties arising out of this Interlocal Agreement, each party will bear its own attorney's fees and costs.

SECTION 11. SEVERABILITY.

11.1 If any section, paragraph, sentence, clause, phrase, or word of this Interlocal Agreement, is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding will not affect the remainder of this Interlocal Agreement. The remainder of this Interlocal Agreement shall be effective and shall remain in full force and effect, unless amended or modified by mutual consent of the parties.

SECTION 12. INDEMNIFICATION/HOLD HARMLESS.

- 12.1 The Town shall indemnify and hold harmless the County and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees, arising out of or resulting from any services provided pursuant to this Interlocal Agreement, where such claim, damage, loss, or expense is caused in whole or in part by the act or omission of the Town, or anyone directly or indirectly employed by the Town or anyone whose acts any of them may be liable, regardless of whether or not it is caused by or in party by a party indemnified thereunder. No indemnification or requirement to hold harmless the County pursuant hereto shall exceed \$200,000 per person per accident or \$300,000 arising out of the same occurrence or incident. The Town shall not be required to indemnify or hold harmless the County to the extent that the County is negligent or intentionally causes or omits to act, thereby causing claims, damages, bodily injuries (including death), losses, or expenses.
- 12.2 County shall indemnify and hold harmless the Town and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees arising out of or resulting from any services provided pursuant to this Interlocal Agreement, where such claim, damage, loss, expense is caused, in whole or part, by the act or omission of County, or anyone directly or indirectly employed by County, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. No indemnification or requirement to hold harmless the Town pursuant hereto shall exceed \$200,000 per person per accident or \$300,000 arising out of the same occurrence or incident. The County shall not be required to indemnify or hold harmless the Town to the extent that Town is negligent or intentionally causes or omits to act, thereby causing claims, damages, bodily injuries (including death), losses, or expenses.
- 12.3 Each Party agrees it shall bear responsibility for any injury or loss caused by its agents,

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representatives, officials, employees or volunteers (hereinafter "agents") including when such agents are acting outside their jurisdiction.

12.4 In agreeing to this provision, neither party intends to waive any defense or limit of sovereign immunity or limits to damages to which it may be entitled under section 768.28, Florida Statutes, as that section may be amended from time to time, or as otherwise provided by law. Nothing herein shall be construed as consent by either Party to be sued by third parties in any matter arising out of any contract. The Parties acknowledge that specific consideration has been exchanged for this provision.

SECTION 13. INDEPENDENT CONTRACTORS.

13.1 It is specifically understood and agreed to by and between the Parties that a material provision in this Interlocal Agreement is that the relationship between the County and the Town is one in which each Party and its employees are independent contractors of the other Party, and not acting as agents, employees, joint venturers, or other partners and neither Party is entitled to any benefits of the other Party. Nothing contained herein shall be construed to be inconsistent with this relationship or status.

SECTION 14. ASSIGNMENT.

14.1 Neither the County nor the Town, its assigns or representatives, shall enter into any agreement with third parties to delegate any or all of the rights and responsibilities herein set forth without the prior written approval of the other party's governing body.

SECTION 15, ENTIRE AGREEMENT.

15.1 This Interlocal Agreement, including exhibits, riders, and/or addenda, if any, attached hereto, sets forth the entire agreement between the Parties. This Interlocal Agreement shall not be modified except in writing and executed by all Parties or as otherwise allowed under the terms of this Interlocal Agreement.

[The remainder of this page left intentionally blank.]

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IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed by its duly authorized representatives, effective as of the last date below.

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

By: A.M. "HUPP" HUPPMANN

Its: CHAIR

Date: JUL 1 4 2025

Attest as to authenticity of the

Chair's signature:

MITCH L. KEITER Its: Ex-Officio Clerk

Approved as to form and legality by the

Nassau County Attorney

DENISE C. MAY

ATTEST:

LISA PURVIS

Its: Town Clerk

TOWN OF HILLIARD, FLORIDA

By: Kenneth A. Sims, Sr.

Its: Council President

Date: 14N 0 5 2028

APPROVED:

JOHN P. BEASLEY

Its: Mayor



AGENDA ITEM REPORT TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: October 16, 2025

FROM: Lisa Purvis, MMC – Town Clerk

SUBJECT: Town Council review, discussion and decision regarding the formal Request for

Proposals (RFP) for Municipal Licensed Water and Wastewater Plant Operator Services, received on October 2, 2025, and publicly reviewed on October 9, 2025.

BACKGROUND:

Following the review of proposals received at the October 9, 2025, Town Council Workshop, staff identified inconsistencies in the advertisement that had been posted on the Town's website during the submission period. These inconsistencies were discovered during the review process.

During the workshop discussion, Council considered the option of rejecting the received proposals and re-advertising the request based on the identified inconsistencies.

Revised materials reflecting the appropriate edits are attached for Council review, discussion and decision.

FINANCIAL IMPACT:

TBD

RECOMMENDATION:

Town Council to consider and take action to accept or reject the proposals received on October 2, 2025; and

Town Council to determine whether to re-advertise for Municipal Licensed Water and Wastewater Plant Operator Services.

NOTICE OF REQUEST FOR QUALIFICATIONS FOR MUNICIPAL LICENSED WATER AND WASTEWATER PLANT OPERATOR SERVICES TOWN OF HILLIARD, FLORIDA 25-01

SEALED PROPOSALS for providing a professional municipal planning and zoning services will be received by the Town of Hilliard, Nassau County, Florida, by Town Staff at Town Hall, PO Box 249, 15859 West CR 108, Hilliard, FL 32046 until: 4:00PM ET, October 2, 2025, at which time the receiving period will close. Any proposal received after the time and date specified above will be returned unopened.

Submittal Requirements: Three (3) copies of your document must be submitted in a sealed envelope or package, clearly marked on both the outside and inside as: REQUEST FOR QUALIFICATIONS FOR MUNICIPAL LICENCED WATER AND WASTEWATER PLANT OPERATOR SERVICES RFQ NO. 25-01. (The above label must also appear on the outside of any overnight or express mail envelope or package.)

The time and date for receipt of proposals will be scrupulously observed. The Town will not be responsible for late deliveries. Documents received after the specified date and time shall be stamped with date and time received and returned unopened.

All proposals shall be in sealed envelopes addressed to:

Town of Hilliard c/o Lisa Purvis, Town Clerk PO Box 249 15859 West CR 108 Hilliard, FL 32046

RFQ NO: 25-01

RFQ ITEM: Municipal Licensed Water and Wastewater Plant Operator Services

RFQ SUBMITTAL: October 2, 2025 @ 4:00PM ADVERTISEMENT DATE: September 10, 2025

All documents may be examined at Town Hall at no charge, downloaded for free via email, or picked up at Town Hall for no charge. Respondents who use a website to check for documents are advised to check that website regularly for updates and addenda. RFQ packages may be picked up at Town Hall, described above, via the Clerk's office, at regular Town Hall business hours.

The Town of Hilliard reserves the right to reject or accept any proposals or any combination of proposals, which in its sole judgment will best serve the public interest.

1. INTRODUCTION

Pursuant to Section 287.057 Florida Statutes, the Town of Hilliard invites submissions of statements establishing qualifications for a Municipal Licensed Water and Wastewater Plant Operator from qualified, licensed, and/or professional consultants in the field of Natural Resources, Production, and Manufacturing, who are familiar with utility codes for the purpose of monitoring equipment, collecting and testing water samples, adjusting chemical feeds, operating machinery, and overseeing operations and personnel to process sewage and keep facilities and water system in good condition and reliable operation.

2. PRE-SUBMISSION CONFERENCE

There will be NO Pre-Submission Conference. However, for the benefit of all involved in this process, any questions concerning the Request for Qualifications are to be directed in writing to the Town Clerk at lpurvis@townofhilliard.com.

3. DEVELOPMENT COSTS

The Town of Hilliard, or its representatives, shall not be held liable for any expense incurred in connection with the preparation of a response to this Request for Qualifications and a statement of the firm's qualifications.

4. SCOPE OF WORK

This contract will result in the retention of at least one (1) person to ensure that contaminated water is clean and made safe for public use by monitoring equipment, collecting and testing water samples, adjusting chemical feeds, operating machinery, and overseeing operations and personnel to process sewage and keep facilities and wastewater system in good condition and reliable operation. Additional responsibilities include Water Treatment Plant Operation in accordance with the FL DEP environmental protection guidelines. A sample of the expected scope of work includes the materials attached in Exhibit A to this RFQ. The position will involve close work with the Public Works Director, Land Use Administrator, Town Clerk, and Town Attorney and possibly interaction with residents and the like. The Town desires to retain a person of suitable qualifications for this full-time work. The Town expects that the person selected would 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 six (6) thirty-one (31) weekly on-site hours at the wastewater treatment plant. The person selected will also make five (5) daily visits each week and one (1) visit each weekend for a total of no less than 0.6 hours weekly at the water treatment plant, in order to operate, maintain, and/or monitor the facilities, as well as respond to alarms and emergency calls 24-hours per day, 7-days per week, within two (2) hours of its occurrence.

5. INSURANCE TERMS AND CONDITIONS

The successful respondent shall be required to provide evidence of Workers' Compensation and Employer's Liability, Business Automobile Liability, Commercial General Liability and Umbrella/ Excess Liability insurance in the form of a certificate of insurance issued on behalf of the Town of Hilliard and naming the Town as an additional insured, by companies acceptable to the Town at the minimum limits and coverages listed below with deductible amounts acceptable to the Town. The selected consultant shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the Town, nor shall the Service Provider allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- 5.1. <u>Workers' Compensation and Employer's Liability</u>: 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 \$1,000,0000 per employee for bodily injury by disease.
- 5.2. <u>Business Automobile Liability</u>: insurance covering claims for injuries to members of the public and/or damage to property of others arising from use of motor vehicles, including offsite and offsite operations, and owned, not-owned, or hired vehicles, with \$1,000,000 limits for bodily injury and property damage, combined.
- 5.3. <u>Commercial General Liability ("CGL")</u>: 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.
- 5.4 <u>Umbrella/Excess Liability</u>: 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.

6. ESTIMATED TIME SCHEDULE

The basic contract period shall be from November 1, 2025 to October 31, 20256, but may be renewed.

7. CONTENTS OF THE PROPOSAL STATEMENT

Each person who desires to apply for consideration shall submit the following information (maximum of 15 pages – not including cover letters, dividers, Public Entity Crimes Statement, or Conflict of Interest Form. Front and back counts as two pages):

7.1 An original and three (3) copies of the proposal with all copies having been signed by the Service Provider and one (1) digital copy.

- 7.2. Letter of interest.
- 7.3. A summary or resume (limit two pages per individual) of the professional credentials and experience of the Service Provider.
- 7.4. A summary or resume (limit two pages per individual) of the professional credentials and experience of the Service Provider.
- 7.5. A list of any municipal or local governments as client references for which work similar to this request has been performed within the last ten (10) years.
- 7.6. Conflict of Interest Disclosure Form The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Town of Hilliard.

<u>NOTE</u>: The Town of Hilliard reserves the right to waive any informality, reject any or all Proposals, or to re-advertise this RFQ. The selection, if made, will be to the most responsive and responsible proposer as determined by the Town of Hilliard, in its sole discretion. The respondent understands that this RFQ does not constitute an agreement or a contract with the Town. An official contract or agreement requires review by the Town staff, acceptance by the Town Council and execution by all parties. The <u>City Town</u> reserves the right to reject all proposals, to waive any informality, and to solicit and advertise for other proposals.

8. INQUIRIES

The Town will not respond to oral inquiries. Respondents may submit written inquiries regarding this RFQ to:

Town of Hilliard c/o Lisa Purvis, Town Clerk PO Box 249 15859 West CR 108 Hilliard, FL 32046 lpurvis@townofhilliard.com

RFQ NO: 25-01

RFQ ITEM: Wastewater Treatment Plant Operator

The deadline for receiving written inquiries is September 16, 2025. Potential respondents shall not contact Town staff (with the exception of the aforementioned) or other Town consultants or Town Council for information submitted in any response or to re-advertise a new RFQ. The Town will record any responses to inquiries and any supplemental instructions in the form of written addenda. If issued, the Town will post any written addendums at least five (5) working days before the date fixed for receiving the qualifications.

If revisions become necessary, the Town will provide written addenda to all respondents who received the Request for Proposal.

9. SELECTION PROCESS

A selection committee comprised of Town of Hilliard staff members will conduct an evaluation of the responses or statement of qualifications. Respondents may be requested to make an oral presentation. The Town may also contract with multiple firms but does intend to rank responses based on the following (which totals 100 possible points):

•	Firm Qualifications	30 points
•	Past Experience/ References	25 points
•	Personnel Proposed, including Qualifications and Technical Strength	25 points
•	Office Proximity / Local Knowledge	15 points
•	Completeness of Response	5 points

The Town recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

<u>NOTE</u>: The Town reserves the right to request clarification of information, or additional information, after the deadline from one or all proposers.

10. COMPLIANCE

All applicable Federal, State, and Local laws and regulations will apply to any resulting Agreement. The provisions of the Consultant's Competitive Negotiations Act (Section 287.055, Florida Statutes) shall apply where applicable. The successful respondents shall be required to execute an Agreement, in form and content acceptable to the Town, indemnifying and holding harmless the Town, its officials, officers, employees, and agents from all claims.

11. CONTRACT

The successful Respondents shall be required to execute an Agreement, in form and content acceptable to the Town, indemnifying and holding harmless the Town, its officials, officers, employees, and agents from all claims.

12. CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME)

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on an award to provide any goods or services to a public entity, may not submit a proposal on an award with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under an award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida Statute

§287.133 (2) (a)]

13. FLORIDA PUBLIC RECORDS LAW

In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all respondents should be aware that the proposal and the responses thereto are in the public domain and are available for public inspection. Respondents are requested, however, to identify specifically any information contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to this request of proposal become the property of the Town of Hilliard and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the Town.

Exhibit A

- 1.1. Use qualified personnel to perform the Services in accordance with any operational or maintenance manuals provided to Service Provider by Town.
- 1.2. Operate and manage the Town's water <u>and wastewater</u> systems as much as necessary to ensure lawful, smooth operation.
- 1.3. 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.
- 1.4. 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.
- 1.5. Provide contact numbers for Service Provider to provide services to Town during Emergency Events.
- 1.6. 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.
- 1.7. Provide Town with information and documentation for use in response to Florida Department of Health, Florida DEP, or US EPA inspection letters.
- 1.8. Develop a routine maintenance program in accordance with equipment operations and maintenance manual requirements.
- 1.9. Assist with development of annual capital and operating and maintenance budgets associated with the Services.
- 1.10. Document, monthly, all repairs and preventive maintenance work including the date, location, time, and brief description of the work performed.
- 1.11. 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.

- 1.12. And, to the extent not described in the items above, the following, pursuant to negotiation with the Town:
 - 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
 - Pay all laboratory fees according to permit schedules (to be reimbursed by Town)
 - 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 <u>wastewater system operations</u>, 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), if one exists
- 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)
- Equipment repair, parts, 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 bio growths from the Facilities that are in contact with raw, partially treated, or finished drinking water annually under FDEP Rule 62-555.350(2)
- Flush dead-end water mains quarterly per FDEP Rule 62-555-350(2)
- Exercise all isolation valves and fire hydrants once every year per 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

- Routine customer billing
- Meter shut-offs and turn-ons
- 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



AGENDA ITEM REPORT TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: October 16, 2025

FROM: Lisa Purvis, MMC – Town Clerk

SUBJECT: Town Council to accept the resignation of Elise Earnest, Administrative Assistant,

effective October 2, 2025.

BACKGROUND:

See attached resignation letter.

FINANCIAL IMPACT:

NA

RECOMMENDATION:

Town Council to accept the resignation of Elise Earnest, Administrative Assistant, effective October 2, 2025.

Elise Earnest 2768 Mose Crews Road Folkston, GA 31537

October 2, 2025

Town Clerk Lisa Purvis Town of Hilliard 15859 W CR 108 Hilliard, FL 32046

Dear Mrs. Purvis,

It is with regret that I officially tender my resignation from the Town of Hilliard, effective immediately.

I am extremely grateful to have had the opportunity to work within the Town for the past two years, and I offer my best wishes for its continued success.

Sincerely,

Elise Earnest Administrative Assistant



AGENDA ITEM REPORT TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: October 16, 2025

FROM: Lisa Purvis, MMC – Town Clerk

SUBJECT: Town Council to accept the resignation of Jennifer Cone, Administrative Assistant,

effective October 8, 2025.

BACKGROUND:

See attached resignation letter.

FINANCIAL IMPACT:

NA

RECOMMENDATION:

Town Council to accept the resignation of Jennifer Cone, Administrative Assistant, effective October 8, 2025.

Jennifer Cone

371283 Kings Ferry Rd. Hilliard, FL 32046 gkcman@yahoo.com 904-866-1101

October 8, 2025

Lisa Purvis

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

Dear Ms. Purvis,

It is with regret that I submit my resignation from my position as Administrative Assistant with the Town of Hilliard, effective immediately.

This has been a difficult decision, reached after thoughtful consideration. I am grateful for the opportunities I've had during my time here to grow professionally, contribute, and serve the community. I have appreciated the chance to work alongside many dedicated individuals.

At this time, I believe it is in my best interest to explore new opportunities that align more closely with my personal and professional goals. I have found the work environment increasingly challenging and, regrettably, unprofessional. Despite efforts, the necessary changes to address these issues have not occurred.

While there have been challenges, I remain hopeful that the Town will take steps to foster a more positive and supportive atmosphere for all staff moving forward.

Thank you again for the opportunity to be part of the team. I wish you and the Town of Hilliard continued success.

Sincerely, **Jennifer Cone**



AGENDA ITEM REPORT TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: October 16, 2025

FROM: Lisa Purvis, MMC – Town Clerk

SUBJECT: Town Council consideration and approval of the Town Clerk's recommendation to

fill the Town Hall vacancies with a temporary, part-time position.

BACKGROUND:

This request seeks approval to hire **Myra Cockerham** on a temporary, part-time basis to assist during the transition and training of new Town Hall staff, as well as to support records-related duties.

Myra, a Town Hall retiree with 30 years of firsthand experience and extensive institutional knowledge, would provide valuable support during this period and assist as needed in various administrative areas.

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

FINANCIAL IMPACT:

See position process.

RECOMMENDATION:

That the Town Council approve the Town Clerk's recommendation to hire **Myra Cockerham** as a temporary, part-time employee to provide assistance in the Town Hall office.



AGENDA ITEM REPORT TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: October 16, 2025

FROM: Lisa Purvis, MMC – Town Clerk

SUBJECT: Town Council to accept the resignation of Wendy Prather from the Planning &

Zoning Board, effective October 15, 2025.

BACKGROUND:

See attached resignation letter.

Wendy Prather has served on the Planning & Zoning Board since January 2009.

FINANCIAL IMPACT:

NA

RECOMMENDATION:

Town Council to accept the resignation of Wendy Prather from the Planning & Zoning Board, effective October 15, 2025.

Lisa Purvis

From: WENDY PRATHER <pratherw17@aol.com>
Sent: Monday, October 13, 2025 9:04 AM

To: Lisa Purvis
Cc: Lee Anne Wollitz

Subject: Resignation from P & Z Board

[You don't often get email from pratherw17@aol.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Please accept this email as notice of resignation from the Hilliard Planning and Zoning board. This will be effective Wednesday October 15, 2025.

Thank you Wendy Prather



AGENDA ITEM REPORT TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: October 16, 2025

FROM: Lisa Purvis, MMC – Town Clerk

SUBJECT: Town Council approval of the Town Clerk's recommendation to fill the Town Hall

Administrative Financial Analyst vacant position.

BACKGROUND:

This request seeks authorization to hire **Wendy Prather** to fill the Administrative Financial Analyst position previously held by **Calen Burnette**.

Wendy brings over **40 years of experience** in financial management, administration, and human resources, making her a valuable addition to the Town Hall team.

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

FINANCIAL IMPACT:

See position process.

RECOMMENDATION:

That the Town Council approve the Town Clerk's recommendation to hire **Wendy Prather** to fill the Town Hall Administrative Financial Analyst vacant position



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.

Administrative Financial Analyst

Department: Town Clerk

Pay Grade: 5

FLSA Status: Non-Exempt

JOB SUMMARY

The purpose of this classification is to provide administrative and financial support to the Town Clerk's office under the general supervision and direction of the Town Clerk. In addition to the required duties performed, the Administrative/Financial Assistant performs difficult and specialized administrative and financial work. The Administrative/Financial Assistant is entrusted with numerous and diverse duties, 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:

- Address citizen complaints (phone & office).
- Provide customer service (phone & office).
- 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, and public as may be directed.

Administration:

- Assist with all Town grants (CDBG, FRDAP, FDOT, USDA, FDEP).
- Assist with FEMA Projects.
- Assist with all Town contracts.
- Assist with all Town bonds and loans.
- 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, develops standard operating procedures and

- department policies.
- Monitors and stays current with technology and practices related to the Town Clerk's Office functions.
- Assist with special projects assigned by the Town Clerk to achieve the Town's longand 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.
- Provide and assist all new hires with employee packages.
- Assist in maintaining all Town employee, council and zoning members personnel files.
- Assist in maintaining with the Town employee insurance packages.
- Handle all Town's employee worker compensation 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.

Payroll:

- Generate through Executime Timekeeping software and distribute employee time sheets to Town Administrators prior to pay period beginning and collect all sheets from Town Administrators following the day after the pay period ends.
- Prepare employee bi-weekly and council monthly payroll in Executime Timekeeping software.
- Prepare employee and Council payroll taxes following payroll process.
- Maintain and keep currently updated all employee payroll files with time sheets and attached leave forms.
- Maintain and keep currently updated all employee leave records and maintain employee leave in excel format for cross verification.

- Provide monthly report of all regular full-time employees' gross wages for retirement payment submission.
- Prepare, submit, and maintain quarterly employee payroll taxes (941) and unemployment taxes (UCT) files.
- Prepare, submit, and maintain employee W-2 forms annually along with current W-4 forms for employees' personnel files.
- Scan all payroll time and leave sheets into system.
- Filing payroll time and leave sheets into payroll files.

Financial:

- Reconcile all bank accounts and general ledger accounts monthly.
- Assist in preparing all journal entries, balance sheets & financial statements monthly.
- Prepare Southeastern Bank credit cards journal entry spreadsheet monthly and for placement on the iPads agenda folder monthly.
- Prepare all draft utility bill journal entry spreadsheet monthly and for placement on the iPads agenda folder monthly.
- Assist in the creation and input of all capital projects monthly through Project Accounting.
- Assist with preparation of budgets & amended budgets and reports.
- Assist with preparation of Capital Improvements Plan.
- Assist with TRIM (Truth-in-Millage) Property Tax Levy process annually.
- Assist in reviewing all expenditure accounts monthly/quarterly.
- Assist in reviewing all revenue accounts monthly/quarterly.
- Assist with preparing for the Town's annual audits.
- Prepare daily log of Parks & Recreation Department deposits for monthly journal entries to the general ledger.
- Provide Parks & Recreation Department monthly reconciled account balances.
- Merge all Direct Payables packets, adjust invoices thru excel spreadsheet for online payments for American Fidelity, Texas Life, Aflac and Retirement and account payables for FMIT submit payment.
- Merge all Direct Payables retirement packets, adjust invoices through excel spreadsheet and prepare and maintain employee retirement including payment submittal, updating, filing, and reporting.
- 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.
- Scan all bank account reconciliation items into a system.

Miscellaneous Items:

- Review and sign for accuracy daily, all daily deposits.
- Provide back up to picking up mail from post office daily, sort, date stamp, copy and distribute. Copy checks received by mail; date stamped, counted, and signed off on prior to giving to Utility Department for processing and copies of checks to be filed with Daily Deposit Reports.
- Review payables against actual invoices to confirm all invoice #'s, dates & descriptions
 are correct prior to giving to Town Clerk for review.
- 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 to Utility Department as needed.
- Provide backup with Business Tax Receipts as needed.
- Provide backup to Accounts Payable as needed.
- Provide backup to the Building Department as needed.
- Provide backup to Accounts Receivable as needed.
- Perform computer operation activities for other departments.
- Provide backup with the Daily Run Procedures to the bank and post office. EE

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)

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of Florida Statutes.
- Knowledge of modern office practices, procedures, and policies.
- Knowledge of computer data entry systems and word processing applications; Windows OS, Microsoft Office Suite, or other related programs deemed necessary.
- 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 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.

CONDITIONS OF EMPLOYMENT:

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ITEM-11

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.

Updated: 10/2025



AGENDA ITEM REPORT TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: October 16, 2025

FROM: Lisa Purvis, MMC – Town Clerk

SUBJECT: Town Council approval of the Town Clerk's recommendation to fill the Town Hall

Administrative Assistant vacant position.

BACKGROUND:

This request seeks authorization to hire Heidi A. Irre to fill the Administrative Assistant position previously held by Jennifer Cone.

The position process will be sent separately and be available on your iPad for download.

FINANCIAL IMPACT:

Refer to the position process documentation.

RECOMMENDATION:

That the Town Council approve the Town Clerk's recommendation to hire Heidi Irre to fill the Town Hall Administrative Assistant vacant position.



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.

Administrative Assistant

Department: Town Clerk

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

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 at the Town Clerk's request.
- Perform liaison work between the Town Council, Town Clerk, and public as may be directed.

Administrative:

- Prepare service orders upon request or necessity in the system and final in system upon completion.
- Assist with employee applications and background checks.
- 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 Town Clerk.
- Under the guidance of the Town Clerk, develops standard operating procedures and department policies.

Administrative Assistant Page 2 of 5

Tage 2 013 | ITEM-12

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

- Assist with special projects assigned by the Town Clerk to achieve the Town's longand short-term goals.
- 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.

Utility System:

- Assist with maintaining the AMI System for utility billing. Daily checking for red flags on account and assisting with any issues that need to be resolved.
- Transfer customer accounts when customers move from one location to another.
- Close out customer accounts and process final bill in monthly billing or refund to accounts payable.
- Prepare and maintain all utility accounts and reports.
- Process billing adjustments upon review and signed approval from the Town Clerk.
- Assess late charges monthly and prepare and maintain late charge reports.
- Print and prepare late notices then prepare for mailing through the stuffer machine and send/take to post office the next morning.
- Assess the second late charge monthly and prepare and maintain a second late charge report.
- Prepare cut off list monthly for delinquent accounts and oversee services restored with payment.
- Prepare service orders upon request or necessity and upon completion input final information or outcome into customers' account.
- Reverse return checks on customer accounts upon receipt and send customer notice of return item.
- Collect and process bad debt and nonsufficient fund checks in accordance with the Utility Code Chapter 58.
- Set up new customer account information and apply new deposits to customer account.
- Promote bank draft to customers and set up all new bank draft customers.
- Assist "Help Agencies" with paying customer utility accounts and maintain payment records.
- Maintain a copy of the meter change out list with serial numbers, account number and readings on each meter and review for accuracy.
- Upon final billing on customer accounts maintain spreadsheet by fiscal year to verify
 if final payment is made, if final payment is not made, make every attempt possible
 to collect on outstanding balance (send collection letter, phone call and/or email
 advising customer of outstanding balance). The spreadsheet should contain all
 collection activity including date of balance and if paid date paid. Receive approval
 from Town Clerk prior to submitting for legal action.
- Follow the Utility Code Section 58 of the Hilliard Town Code regarding deceased accounts. Notify in writing 30 days following deceased notice that they have 90-days to comply.

Updated: 6/2024

Administrative Assistant Page 3 of 5

ITEM-12

Follow the Utility Code Section 58 of the Hilliard Town Code regarding the transferring of delinquent customer balances to new accounts.

- Keep up to date records and knowledge of all utility fees.
- Track commercial hydrant usage & follow up with customers/contractors to ensure that deposit is received, usage is billed, and deposit is refunded if applicable.

Cash Collection:

- Input utility payments, building permits, business tax receipts and miscellaneous receipts daily and maintain cash drawer for balancing and accuracy.
- Check and apply payments from payment drop box daily.
- Assist customers with office, phone, and online credit card payments.
- Maintain revenue files with copies of checks and receipt and/or wire transfer remittance advice. Balance to general ledger quarterly.
- Prepare cash drawer, phones, drive through window and business door for open and close of business daily.
- Maintain cash drawer daily and print daily close report at 5pm daily for daily deposit at 9am next business day. On the first and second penalty dates for daily deposit made that same day at 5pm.
- Maintain and switch out external hard drive back up every Friday.

Miscellaneous Duties:

- Assist in coordination of special events/projects.
- Update and keep current with upcoming Town Meetings and Special Events on the Town of Hilliard advertisement board at the front entrance to the Council Chambers.
- Update and keep current with upcoming Town Meeting Agendas in the Council Chambers, and in the business office entry area (TV).
- Maintain and update customer literature and information in the lobby.
- Oversee office equipment maintenance and troubleshoot equipment problems as needed.
- Order and maintain office supplies and equipment as needed or requested. Stocking and distributing all items ordered to the appropriate location.
- Prepare and maintain monthly fuel tax reports, filing and submittals.
- 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 Accounts Payable as needed.
- Provide backup to the Building Department as needed.
- 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.
- 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

Administrative Assistant Page 4 of 5

the requisite knowledge, skills, and abilities for this job.

LICENSES, CERTIFICATIONS OR REGISTRATIONS:

Valid State of Florida Driver's License

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	d does not			
represent in any way a contract of employment.				

Employee Signature	Date

Town of Hilliard, Florida Updated: 6/2024

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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.

ITEM-12



AGENDA ITEM REPORT TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: October 16, 2025

FROM: Lisa Purvis, MMC – Town Clerk

SUBJECT: Town Council approval of the Town Clerk's recommendation to fill the Town Hall

Administrative Assistant vacant position.

BACKGROUND:

This request seeks authorization to hire **Teresa Fedick** to fill the Administrative Assistant position previously held by **Kendra McNeal**.

The position process will be sent separately and be available on your iPad for download.

FINANCIAL IMPACT:

Refer to the position process documentation.

RECOMMENDATION:

That the Town Council approve the Town Clerk's recommendation to hire **Teresa Fedick** to fill the Town Hall Administrative Assistant vacant position.



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.

Administrative Assistant

Department: Town Clerk

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 Town Clerk. The Administrative Assistant is entrusted with numerous and diverse duties. In addition to the required duties performed, the Administrative Assistant provides assistance and support to the Town Clerk participating in discussion and decision making in a variety of areas relating to job duties and responsibilities. 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 at the Town Clerk's request.
- Perform liaison work between the Town Council, Town Clerk, and public as may be directed.

Administrative:

- Prepare service orders upon request or necessity in the system and final in system upon completion.
- 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, develops standard operating procedures and department policies.
- Monitors and stays current with technology and practices as related to the Town Clerk's Office functions.

Administrative Assistant Page 2 of 4

ITEM-13

Assist with special projects assigned by the Town Clerk to achieve the Town's longand 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.

Utility System:

- Maintain AMI System for utility billing. Daily checking for red flags on account and assist with any issues that need to be resolved.
- Prepare billing errors list, indicating errors and oversee those corrections are made prior to processing billing register. Make notes on zero consumption if property is vacant.
- Compute utility billing and process billing register, review and sign off on prior to mailing customer bills.
- Print and Prepare utility bills then prepare for mailing through the stuffer machine and send to post office monthly in an accurate and timely manner.
- Obtain and maintain up to date knowledge of changing laws and requirements as they pertain to utilities.
- Once billing is completed submit Pre-notes for bank draft to Southeastern Bank and send confirmation email.
- Two business days prior to billing due date send bank draft file to Southeastern Bank containing monthly drafted to be debited on billing due date for each customer's account. Once file is submitted send confirmation email with the total dollar amount of to be drafted and confirmation number.
- Complete customer deposit refund process and print refund checks to be signed and mailed out to final customers, once monthly billing is complete.
- Make sure the Water Quality Report is mailed to all customers annually.
- Prepare and maintain a record of all account numbers and serial numbers for each meter installed or changed out.
- Keep up to date records and knowledge of all utility fees.
- Track commercial hydrant usage & follow up with customers/contractors to ensure that deposit is received, usage is billed and deposit is refunded if applicable.

Business Taxes:

- Obtain and maintain up to date knowledge of changing laws and requirements as they pertain to business taxes.
- Prepare and maintain a check list with dates to send out renewals, assess late charges and penalties.
- Prepare and maintain renewal of Business Tax Receipts annually including sending of renewal notices at least 60 days prior to September 30th.
- Prepare and maintain all fire inspections for the Fire Marshall with checklist for Fire Marshal to note additional business items that may require additional business tax to be paid.

Administrative Assistant Page 3 of 4

ITEM-13

- Prepare and maintain files for all businesses with current certifications.
- Scan business information into Content Manager in Incode software.
- Review reports quarterly for revenue accounts and for business tax receipts and fire inspections for accuracy.

Miscellaneous Duties:

- Oversee office equipment maintenance and troubleshoot equipment problems as needed.
- Submit to Land Use Administrator vacant meters information monthly on all discontinuation of utility services so LUA can maintain an up-to-date listing of all nonconforming buildings and residents within the Town of Hilliard.
- Assist in coordination of special events/projects.
- Maintain daily journal of all 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 to Accounts Payable as needed.
- Provide backup to the Building Department 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 requirements of the job change.

MINIMUM REQUIREMENTS TO PERFORM WORK:

- High school diploma or equivalent.
- Associate's 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.
- Certified Florida Association Business Tax Officials (FABTO)

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.
- Skill in verbal and written communication.
- Ability to perform addition, subtraction, multiplication and division; ability to calculate

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Administrative Assistant Page 4 of 4

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 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 investigations 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.

Updated: 8/2024 Town of Hilliard, Florida

ITEM-13

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

TOWN ATTORNEY

Christian Waugh

MINUTES

TUESDAY, SEPTEMBER 23, 2025, 6:00 PM

CALL TO ORDER PRAYER & PLEDGE OF ALLEGIANCE ROLL CALL

PRESENT

Mayor John Beasley Council President Kenny Sims

Council Pro Tem Lee Pickett

Council Pro Terri Lee Picket

Councilman Jared Wollitz

Councilman Dallis Hunter

Councilman Joe Michaels

Town Clerk Lisa Purvis

Public Works Director Cory Hobbs

Town Attorney Christian Waugh

Assistant Public Works Director Charles Chavarria

Land Use Administrator/Assistant to the Public Works Director Lee Anne Wollitz

Public Information Officer & Event Coordinator Alicia Head

ABSENT

Parks & Recreation Director Gabe Whittenburg

WORKSHOP

ITEM-1 Town Council to review and discuss staffing issues.

John P. Beasley - Mayor

<u>Mayor Beasley</u>, shares concerns raised by staff regarding the Town Hall Office, including:

- Instructing staff not to have personal conversations with the Public Works Department or Land Use Administrator Lee Anne Wollitz.
- Complaints that a four-day work week is unfair since they do not receive long weekends.
- Prohibiting staff from reading the "If I Were the Mayor" essays during downtime.

- Town Clerk asking Land Use Administrator if she needed legal counsel during questioning her about the workshop being set to discuss staff issues.
- Town Clerk calling Land Use Administrator a colorful name in front of other staff after asking about the workshop.

<u>Town Clerk Lisa Purvis</u>, denies these claims, clarifying that she did not use the name referred to but did refer to Wollitz as being put in a position to be a "rat." She apologizes to Wollitz and presents her statements along with her succession plan for the future of the Town Hall Office.

<u>Councilman Wollitz</u>, states that Kim Corbett should apologize to Council Pro Tem Pickett for being rude to him following the September 11, 2025, workshop.

ADDITIONAL COMMENTS

<u>Councilman Hunter</u>, requests that Town Attorney Christian Waugh draft an ordinance for a referendum on adopting a Town Manager form of government, to be considered when Town Clerk Lisa Purvis retires.

ADJOURNMENT

Town Clerk

Motion to adjourn at 7:41 p.m.	
Motion made by Councilman Hunter, Seconded I Voting Yea: Council President Sims, Council Pro Hunter, Councilman Michaels	
Approved this day of Hilliard, Florida.	, by the Hilliard Town Council,
Kenneth A. Sims, Sr. Council President	
ATTEST:	
Lisa Purvis	

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John P. Beasley Mayor

HILLIARD TOWN COUNCIL MEETING

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

TOWN COUNCIL MEMBERS

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

ADMINISTRATIVE STAFF

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

TOWN ATTORNEY

Christian Waugh

MINUTES

THURSDAY, OCTOBER 02, 2025, 7:00 PM

NOTICE TO PUBLIC

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

PLEDGE OF CIVILITY

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

CALL TO ORDER PRAYER & PLEDGE OF ALLEGIANCE ROLL CALL

PRESENT

Council President Kenny Sims Councilman Jared Wollitz Councilman Dallis Hunter Councilman Joe Michaels

ABSENT

Council Pro Tem Lee Pickett

REGULAR MEETING

ITEM-1 Additions/Deletions to Agenda

ADD ITEM-8 Town Hall employee resignation.

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

ITEM-2 Town Council adoption of Resolution No. 2025-15, Recognizing City Government Week, October 20 – 26, 2025 and encouraging all citizens to support the celebration and corresponding activities.

Lisa Purvis, MMC - Town Clerk

Mayor Beasley advises that in recognition of City Government Week that Events Coordinator and Public Information Officer Alicia Head will be video recording each Council Member on their role in City Government and encourages each member to participate. Alicia states that she is also videoing each Town Department and she has completed Parks & Recreations video and is currently working with the Public Works Department and Planning & Zoning Department.

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

Town Council approval of the Minutes for the September 11, 2025, Workshop, September 18, 2025, Regular Meeting, and September 19, 2025, Public Hearing & Special Meeting.

Lisa Purvis, MMC - Town Clerk

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

Town Council approval of Municipal Equipment Company, LLC, Payable through September 17, 2025, Project Name: 2 Sets of Bunker Gear in the amount of \$8,046.05.

CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$9,794.10

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

Town Council approval of Peters & Yaffee, Payable through August 1, 2025, Project Name: Daysprings Commons – W Sixth Street Design in the amount of \$9,144.76.

DAYSPRING COMMONS CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$110,000

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

ITEM-6 Town Council approval of Town of Callahan, Payable through September 25, 2025, Project Name: Northwest Quadrant Upgrades Project in the amount of \$6.000.

CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$40,000

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

ITEM-7

Town Council approval of Town Employee Grade/Step Pay Increases and Benefits for Fiscal Year 2025-2026.

Lisa Purvis, MMC - Town Clerk

Following discussion the decision to increase the Town Clerk and Parks & Recreation Director by 1 step, Town Hall employee Kendra McNeal and Parks & Recreation employee David Pender increase by \$2 per hour, and all other regular and part time employees increase by \$1 per hour.

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

ADDED ITEMS

ITEM-8

Town Council to accept Town Hall employee resignation of Kendra McNeal, effective immediately.

Kenneth A. Sims, Sr. - Council President

Kendra McNeal 3372 Highland Hill Lane, Orange Park, FL submitted a request to speak on this item. Ms. McNeal speaks regarding the toxic work environment here at Town Hall.

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

ADDITIONAL COMMENTS

PUBLIC

<u>Calen Burnette 27020 Montana Street, Hilliard, FL</u> states that she is here to support her friend Kendra and that she is the RAT!

<u>Kendra McNeal 3372 Highland Hill Lane, Orange Park, FL</u> states Lisa what did I say wrong!

MAYOR & TOWN COUNCIL

<u>Council President Sims.</u> comments on what a great event the Hilliard Harvest Festival was.

<u>Mayor Beasley</u>, also states that the Hilliard Harvest Festival was a great event. Thanks all employees that came out and helped with the event. Reminds everyone of the Mock Town Council Meeting that will be held Thursday, October 23, 2025, at 7:00 p.m. in the Council Chambers with the Hilliard Elementary Students serving as Council Members.

ADMINISTRATIVE STAFF

PRESENT:

Town Clerk Lisa Purvis Public Works Director Cory Hobbs

ABSENT:

Parks & Recreation Director Gabe Whittenburg

<u>Public Works Director Cory Hobbs</u>, states that the Public Works Department is finally fully staffed and all of the new employees are working out great. He will have the two manholes out to bid next that were in the capital budget.

TOWN ATTORNEY

No comment.

ADJOURNMENT

Mayor

Motion to adjourn at 8:27 p.m.

		d by Councilman Michaels. Vollitz, Councilman Hunter, Councilman
Approved this Hilliard, Florida.	day of	, by the Hilliard Town Council,
Kenneth A. Sims, Sr. Council President		
ATTEST:		
Lisa Purvis Town Clerk		
APPROVED:		
John P. Beasley		

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

TOWN ATTORNEY

Christian Waugh

MINUTES

MONDAY, OCTOBER 06, 2025, 6:00 PM

NOTICE TO PUBLIC

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

PLEDGE OF CIVILITY

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

CALL TO ORDER PRAYER & PLEDGE OF ALLEGIANCE ROLL CALL

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

SPECIAL MEETING

ITEM-1 Additions/Deletions to Agenda

No items are added or deleted from the agenda.

ITEM-2 Town Council to discuss current office staff situation at Town Hall.

Mayor Beasley

Mayor Beasley explains that he called tonight's meeting to find out what Town Clerk Lisa Purvis' plan is moving forward.

The following citizens submit request to speak sheets on this item:

<u>Glenn Higginbotham 3754 Wade Drive, Hilliard, FL</u> speaks highly of all the things that Town Clerk Lisa Purvis has done for the Town.

Alax Purvis 271 Purvis Lane, Hilliard, FL speaks out regarding what was said at the October 2, 2025, regular meeting about Town Clerk Lisa Purvis and state that the Town Council should not be listing to just one side of a story. That she knows more than anyone the dedication and work that she has put into this Town

<u>Ali Purvis 2476 State Road 2, Hilliard, FL</u> states that she was only going to speak if her sister was not given enough time to say what she wanted to say tonight.

<u>Ursula Jones 27207 Pond Drive, Hilliard, FL</u> states that she loves all of the wonderful things that Town Clerk Lisa Purvis has done for this Town and about what a lovely human being she and that she loves her dearly.

Mary Lou Humphrey 362010 Pine Street, Hilliard, FL states that she had to come tonight and speak on all of the great things that Town Clerk Lisa Purvis has done for this Town and that if she had not have came tonight she would have been upset with herself for the rest of her life.

Town Clerk Lisa Purvis starts out by fully acknowledging that she was unprofessional in her venting and name calling amongst staff members. She then apologizes and states that it will never happen again. She states that professionalism includes open communication and that she cannot fix issues that she does not know are an issue. She would like the opportunity to fix issues that are brought to others attention. That she would like in the future for issues to not be brought out publicly as that makes the entire Town look bad. There is a chain of command, and it should also be followed. She further states that she has written a purposed draft resolution and action plan that she will send out along with her proposed draft succession plan for review at the next monthly workshop. Town Clerk Lisa Purvis reads an insert from the exit interview of former employee Calen Burnette, along with letters of praise from two former employees Danyelle Minchew and Sharon Blanton.

Town Council Members speak on issues that they have and state moving forward they would like for the Town Clerk to advertise and actively pursue hiring a Deputy Town Clerk to act as human resources and supervise the office staff.

ADDITIONAL COMMENTS

PUBLIC

<u>Jack Bailey 37661 Kings Ferry Road, Hilliard, FL</u> speaks regarding the October 2, 2025, Town Council Meeting and how upsetting it was to see the Council allow a disgruntle employee to speak to your Town Clerk the way that she did.

<u>Alax Purvis 271 Purvis Lane, Hilliard, FL</u> speaks regarding respect and ethics and that she has witnessed many Town meeting videos where the Council has spoken over the Town Clerk and with a tone and how that makes her feel.

MAYOR & TOWN COUNCIL

Mayor Beasley reminds everyone of the upcoming October 9, 2025, monthly workshop at 6:00 p.m. and the October 16, 2025, regular meeting at 7:00 p.m.

ADMINISTRATIVE STAFF

PRESENT:

Town Clerk Lisa Purvis
Public Works Director Cory Hobbs
Parks & Recreation Director Gabe Whittenburg

TOWN ATTORNEY

No comment.

ADJOURNMENT

Motion to adjourn at 7:35 p.m.

Motion made by Council F Voting Yea: Council Preside Hunter, Councilman Michael	dent Sims, Counc		Pro Tem Pickett. Councilman Wollitz, Councilman
Approved this Hilliard, Florida.	day of	_,	_ by the Hilliard Town Council,
Kenneth A. Sims, Sr. Council President			
ATTEST:			
Lisa Purvis Town Clerk			
APPROVED:			
John P. Beasley Mayor			

HILLIARD TOWN COUNCIL MEETING

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

TOWN COUNCIL MEMBERS

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

ADMINISTRATIVE STAFF

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

TOWN ATTORNEY

Christian Waugh

MINUTES

THURSDAY, OCTOBER 09, 2025, 6:00 PM

CALL TO ORDER PRAYER & PLEDGE OF ALLEGIANCE ROLL CALL

PRESENT

Mayor John Beasley
Council President Kenny Sims
Council Pro Tem Lee Pickett
Councilman Jared Wollitz
Councilman Dallis Hunter
Councilman Joe Michaels
Town Clerk Lisa Purvis
Public Works Director Cory Hobbs
Assistant Public Works Director Charles Chavarria
Land Use Administrator Lee Anne Wollitz

WORKSHOP

ITEM-1

Town Council to review and discuss the Fiscal Year 2025-2026 Water & Sewer Rate Study prepared by Florida Rural Water Association and the proposed rate increase

Lisa Purvis, MMC - Town Clerk

Town Clerk Lisa Purvis explains the Water & Sewer Rates Study and the process required to increase the water and sewer rates. She further states that she will reach out to the Town Attorney to have the System Development Charge Study increases amended into Chapter 58 Utilities in the same ordinance as the increased water and sewer rates. The first reading of said ordinance will be on the October 16, 2025, agenda and the rates increase notice will go out in the October 30th utility bills. The public hearing and second/final reading can then be held on November 20, 2025. With the meters reading on the 20th of the month this will allow the reading from November 20th to December 20th to be at the increased rates. The effective date will be for bills payable after January 1, 2026.

ITEM-2 Town Council to review and discuss the need for a Unified Fee Schedule. *Lisa Purvis, MMC-Town Clerk*

Town Clerk Lisa Purvis explains the simplicity in having one unified fee schedule verses as many as we currently have. This would also allow us to review and make any updates during the budget process and for all of the updates to be adopted in one resolution.

Land Use Administrator Lee Anne Wollitz states that this would be the same as what Fernandina Beach does and that she has provided this as an example to what the Town's would look similar to. That we would have one place for citizens and staff to go to find our fees. States that she and the Town Clerk will bring before the Council at a workshop to work through prior to putting into a resolution for adoption on the agenda.

Following discussion the Town Council see no issue in not moving forward.

ITEM-3 Town Council to review and discuss the Proposed Zoning Fees.

Lee Anne Wollitz- Land Use Administrator

Land Use Administrator Lee Anne Wollitz passes out a chart which includes the planning & zoning fees for the following:

Town of Hilliard (current)

City of Fernandina Beach (current FY 2024/2025)

Town of Callahan (2008 & 2012)

Nassau County (current 2019)

Town of Hilliard (proposed FY 2025/2026

Following discussing all are good with incorporating the proposed fees into the unified fee schedule for review at upcoming monthly workshops.

Town Council to review, discuss and rank the Request for Qualifications Proposals Municipal Licensed Water and Wastewater Plant Operator received on October 2, 2025

Lisa Purvis, MMC - Town Clerk

Following discussion regarding the RFQ's and the information that was posted on the Town's website the Council advise that this will need to be discussed further at the next meeting where if needed action can be taken.

ITEM-5 Town Council to review and discuss the Town Clerk's Proposed Draft Succession Plan

Lisa Purvis, MMC - Town Clerk

Town Clerk Lisa Purvis, reads through her proposed succession plan and future staffing for the Town Hall. She also provides a review of her current duties and states that in her succession plan she would like to have staff in place to be trained with her Clerk, Financial and Grants duties over the next two years so that they can move forward following her retirement.

The Council stress the need for a Deputy Clerk position and urge the Clerk to advertise to start the hiring process.

Town Clerk Lisa Purvis, states that she has present tonight retired employee Myra Cockerham and P&Z Board Member Wendy Prather and plan to have both on the next agenda to hire them as temporary employees. Myra will come in an

assist with the front office and records and Wendy will be handling all of the financial duties of the former financial employee. If the position is a good fit she will be recommended for permanent part time employment for this position. Town Clerk Lisa Purvis further states that she has two other applicants for the two front office position that she will be interviewing October 10, 2025. That she hopes to get them started as soon as possible and on the agenda for October 16, 2025, to be permanently hired in full time positions with a probation period to start.

ITEM-6

Mayor

Town Council to review and discuss the of the Town Clerk's Proposed Draft Resolution and Future Goals Plan of Action

Lisa Purvis, MMC - Town Clerk

Following a brief discussion the Council decide that they would like to take more time to further review the draft proposal before consideration.

ADJOURNMENT

Motion to adjourn at 7:25 p.m.

Motion made by Councilm Voting Yea: Council Presid Hunter, Councilman Micha	dent Sims, Counci		n Michaels. Councilman Wollitz, Councilman
Approved this Hilliard, Florida.	day of	,	by the Hilliard Town Council,
Kenneth A. Sims, Sr. Council President			
ATTEST:			
Lisa Purvis Town Clerk			
APPROVED:			
 John P. Beasley			

IMPORTANT REMITTANCE INFORMATION

Please include the AECOM invoice number when sending payment

INVOICE NUMBER: 2001068335

Invoice Date: 30-SEP-25
Invoice Due Date: 30-OCT-25

Amount Due: \$1,650.00 USD

Project Number: 60732153

To process your payment timely and ensure credit is given, please include the AECOM invoice number when sending payment. Including this invoice number will allow AECOM to promptly apply your payment without delay or additional information requests placed upon your organization.

Failure to reference the AECOM invoice number when sending payment may result in delay of your account being credited.

To expedite payment processing, AECOM is asking its clients to submit payments electronically by ACH (Automated Clearing House) if possible.

ACH payments provide an alternative to paper checks, affording you the following advantages:

- Certainty of delivery
- Reduced operating costs through the elimination of paper check mailing

Regards,

AECOM Cash Application Department CashAppsRemittance@aecom.com

Check Payment to: AECOM Technical Services, Inc. An AECOM Company 1178 Paysphere Circle Chicago, IL 60674 ACH Payment to:
AECOM Technical Services, Inc.
An AECOM Company
Bank of America
Account Number 5800937020
ABA Number 071000039

Wire Transfer Payment to: AECOM Technical Services, Inc. An AECOM Company Bank of America New York, NY 10001 Account Number 5800937020 ABA Number 026009593 SWIFT CODE BOFAUS3N



7650 West Courtney Campbell Causeway, Tampa, FL 33607-1462

Tel: 813-286-1711 Fax:813-287-8591

Federal Tax ID No. 95-2661922

ATTN: Lisa Purvis
MMC Town Clerk TOWN OF HILLIARD
15859 West County Road 108

Hilliard, FL 32046 United States Invoice Date: 30-SEP-25 Invoice Number: 2001068335

Agreement Number: 60732153

Agreement Description:

Payment Term: 30 DAYS

Please reference Invoice Number and Project Number with Remittance

Project Number : 60732153 Project Name : 01J_Hilliard Airpark_Cultural Resources Support Services of Pea

Farm Rd Relocation - SA 21

Bill Through Date: 28-JUN-25 - 26-SEP-25

Bil Prange

Phase Lump Sum

 Project
 Number
 Description
 Fee billiard Airpark Cultural Resources Support
 Fee billiard Airpark Cultural Resources Support
 Earned 55,000.00
 98.00%
 53,900.00
 52,250.00
 1,650.00

Services

Total Phase Lump Sum: 1,650.00

Project Total : 01J_Hilliard Airpark_Cultural Resources Support Services of Pea Farm Rd Relocation - SA 21 1,650.00

Invoice Summaries

 Total Current Amount :
 1,650.00

 Retention Amount :
 0.00

 Pre-Tax Amount :
 1,650.00

 Tax Amount :
 0.00

Total Invoice Amount: 1,650.00

Billing Summaries Billing Summary Current **Prior Total Total Fee** Percent Complete Billings 1,650.00 52,250.00 53,900.00 55,000.00 98.00 Tax 0.00 0.00 0.00 52,250.00 Billing Total: 1,650.00 53,900.00

IMPORTANT REMITTANCE INFORMATION

Please include the AECOM invoice number when sending payment

INVOICE NUMBER: 2001068775

Invoice Date: 01-OCT-25

Invoice Due Date: 31-OCT-25

Amount Due: \$8,915.28 USD

Project Number: 60732142

To process your payment timely and ensure credit is given, please include the AECOM invoice number when sending payment. Including this invoice number will allow AECOM to promptly apply your payment without delay or additional information requests placed upon your organization.

Failure to reference the AECOM invoice number when sending payment may result in delay of your account being credited.

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ACH payments provide an alternative to paper checks, affording you the following advantages:

- Certainty of delivery
- Reduced operating costs through the elimination of paper check mailing

Regards,

AECOM Cash Application Department CashAppsRemittance@aecom.com

Check Payment to: AECOM Technical Services, Inc. An AECOM Company 1178 Paysphere Circle Chicago, IL 60674 ACH Payment to: AECOM Technical Services, Inc. An AECOM Company Bank of America Account Number 5800937020 ABA Number 071000039 Wire Transfer Payment to: AECOM Technical Services, Inc. An AECOM Company Bank of America New York, NY 10001 Account Number 5800937020 ABA Number 026009593 SWIFT CODE BOFAUS3N



7650 West Courtney Campbell Causeway, Tampa, FL 33607-1462

Tel: 813-286-1711 Fax:813-287-8591

8,915.28

Federal Tax ID No. 95-2661922

ATTN : Lisa Purvis TOWN OF HILLIARD 15859 West County Road 108

Hilliard, FL 32046 United States Invoice Date: 01-OCT-25 Invoice Number: 2001068775

Agreement Number: 60732142

Agreement Description:

Payment Term: 30 DAYS

Please reference Invoice Number and Project Number with Remittance

Project Number : 60732142 Project Name : 01J_Hilliard Airpark-Hangar Building - SA No. 20

Bill Through Date: 30-AUG-25 - 30-SEP-25

Bil Prange

Phase Lump Sum

<u>Project</u> <u>Percent</u>

 Number
 Description
 Fee Complete
 Complete
 Earned
 Previous
 Current

 60732142
 01J_Hilliard Airpark-Hangar
 111,441.00
 68.00%
 75,779.88
 66,864.60
 8,915.28

Buil

Total Phase Lump Sum: 8,915.28

Project Total : 01J_Hilliard Airpark-Hangar Building - SA No. 20

Invoice Summaries

 Total Current Amount :
 8,915.28

 Retention Amount :
 0.00

 Pre-Tax Amount :
 8,915.28

 Tax Amount :
 0.00

Total Invoice Amount: 8,915.28

Billing Summaries Billing Summary Current Prior <u>Total</u> **Total Fee Percent Complete** 66,864.60 Billings 8,915.28 75,779.88 111,441.00 68.00 Tax 0.00 0.00 0.00 Billing Total: 8,915.28 66,864.60 75,779.88



9822 Tapestry Park Circle Suite 205 Jacksonville, FL 32246 904-265-0751

> Town of Hilliard PO Box 249, 15859 West CR 108 Hilliard, FL 32046 Lisa Purvis

Invoice number

6983

Date

10/01/2025

Dates of Service:

08/02/2025 - 09/30/2025

Project 25-008 W 6TH STREET

		Contract	Percent			
Description		Amount	Complete	Prior Billed	Total Billed	Current Billed
Project General Tasks		20,806.36	30.00	1,040.32	6,241.91	5,201.59
Roadway/TTCP		35,077.44	40.00	0.00	14,030.98	14,030.98
Drainage		18,858.50	10.00	0.00	1,885.85	1,885.85
SAPM		8,379.04	0.00	0.00	0.00	0.00
ETM- Survey		7,745.00	100.00	0.00	7,745.00	7,745.00
MAE- Geotech		10,805.92	100.00	8,104.44	10,805.92	2,701.48
	Total	101,672.26	40.04	9,144.76	40,709.66	31,564.90

Invoice total

31,564.90

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
6885	08/13/2025	9,144.76		9,144.76			
6983	10/01/2025	31,564.90	31,564.90				
	Total	40,709.66	31,564.90	9,144.76	0.00	0.00	0.00

Approved by:

Eric Lanning

Director





Town of HIlliard Project 25-008 W 6TH STREET Invoice number Date

6983 10/01/2025

It is a pleasure working with you!

INVOICE FOR PROFESSIONAL SERVICES

ITEM-18

PROJECT: Town of Hilliard Hurricane Shelter

Hilliard, FL

INVOICE NO. 24022-10

TO: Lisa Purvis

Town of Hilliard PO Box 249 Hilliard, FL 32046

PROJECT NO.

DATE:

24022

09/30/25

Ipurvis@townofhilliard.com

payables@townofhilliard.com

11/7/24

THERE IS DUE AT THIS TIME FOR PROFESSIONAL SERVICES AND REIMBURSABLE ITEMS ON THE ABOVE PROJECT, FOR THE PERIOD ENDING

09/30/25

THE SUM OF

DOLLARS \$ \$18,750.00

THE ABOVE AMOUNT SHALL BECOME DUE AND PAYABLE

IN ACCORDANCE WITH THE AGREEMENT DATED

30 DAYS

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 Reimbursables Total Fee \$572,000.00 \$376.02 \$572,376.02

Fee Earned Invoiced to Date \$398,576.02 \$379,826.02

Total Amount Due this Invoice

\$18,750.00

Invoice Reviewed and Approved by:

Aldo Minozzi, AIA, Vice President

POH

4141 Southpoint Dr. E. #200 Jacksonville, Florida 32216

9 0 4 - 224 - 0001 FAX - 224 - 0023

www.pqh.com

Project: Town of Hilliard Hurricane Shelter

Hilliard, FL

To: Invoice Date: 09/30/25

Town of Hilliard 24022-10 PO Box 249 Invoice Number: Hilliard, FL 32046 Project Number: 24022

TOTAL AMOUNT DUE

THIS INVOICE: \$18,750.00

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	20%	3,200.00	3,200.00	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	90%	67,500.00	56,250.00	11,250.00
Landscaping	15,000.00	50%	7,500.00	0.00	7,500.00
Design Contingency Allowance	75,000.00	0%	0.00	0.00	0.00
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	\$572,376.02	70%	\$398,576.02	\$379,826.02	\$18,750.00