

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
Joel Hall P.E., Public Works Director
Gabe Whittenburg, Parks & Rec Director

TOWN ATTORNEY

Christian Waugh

AGENDA

THURSDAY, FEBRUARY 15, 2024, 7:00 PM

NOTICE TO PUBLIC

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

PLEDGE OF CIVILITY

WE WILL BE RESPECTFUL OF ONE ANOTHER
EVEN WHEN WE DISAGREE.

WE WILL DIRECT ALL COMMENTS TO THE ISSUES.

WE WILL AVOID PERSONAL ATTACKS.

"Politeness costs so little." – ABRAHAM LINCOLN

CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

ITEM-1

Presentation to the Town Council of the Annual Report and Funding Request from the Nassau County Economic Development Board's Executive Director, Sherri Mitchell.

Sherri Mitchell, Executive Director – Nassau County Economic Development Board

REGULAR MEETING

ITEM-2

Additions/Deletions to Agenda

ITEM-3

Town Council approval to award DEP Agreement No. LPA0302 Hilliard - Oxford Street Force Main Routing Project contingent upon approval by the Department of Environmental Protection and the Town Attorney, as well as the receipt of proper bonds and insurance certificates, to the low bidder, T B Landmark Construction, Inc. total award amount \$562,270.00.

Tim Norman, Mittauer & Associates, Inc. – Town Engineer

- ITEM-4** Town Council approval of the Engineering Services Agreement from Mittauer & Associates, Inc. in the amount of \$100,300.00, to prepare construction drawings and specifications, for the Water Main Replacements Project identified in the Town's CDBG Contract with the Department of Commerce.
Lisa Purvis, MMC – Town Clerk
- ITEM-5** Town Council approval of the Administration Services Agreement from Fred Fox Enterprises, Inc. in the amount of \$52,000.00, to provide the general administration aspects of the Water Main Replacements Project identified in the Town's CDBG Contract with the Department of Commerce.
Lisa Purvis, MMC – Town Clerk
- ITEM-6** Town Council approval of the capital purchases for the five-year IT Refresh Project in the amount of \$42,095.78.
Guy Riner – Town IT
- ITEM-7** Town Council approval of the Expansion of Technology to the Hilliard Town Hall Park in the amount of \$25,512.00 to be paid by the Municipal Grant received from Nassau County.
Guy Riner – Town IT
- ITEM-8** Town Council approval of the capital purchase of the Ingham Road area drainage improvements with an estimated cost of \$39,940.
Joel Hall P.E. – Public Works Director
- ITEM-9** Town Council approval of the capital expenditure for Well #5 Pump Repair from Complete Services, a sole source vendor, not to exceed the estimated amount of \$46,540.00.
Joel Hall P.E. – Public Works Director
- ITEM-10** Town Council discussion and advisement on the research conducted in response to Jon Hart's petition to open right of way originally heard on 10.05.2023. Parcel ID 08-3N-24-0000-0004-0010.
Lee Anne Wollitz – Land Use Administrator
- ITEM-11** Town Council approval of position process for Joel Hall's transition from introductory/probationary status to regular full-time.
Lisa Purvis, MMC – Town Clerk
- ITEM-12** Town Council approval of the 2024 Hilliard Action Committee (HAC) events schedule.
John P. Beasley, Hilliard Action Committee Chair – Mayor
- ITEM-13** Town Council approval of the February 1, 2024, Regular Meeting Minutes.
Lisa Purvis, MMC – Town Clerk
- ITEM-14** Town Council approval of Fluidyne Corporation, Payable through January 29, 2024, Project Name: WWTP Panel, in the amount of \$6,767.72
CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$6,767.72

ITEM-15

Town Council approval of Lampe, Roy & Associates, Inc., Payable through January 31, 2024, Project Name: Florida Department of Transportation Land North in the amount of \$1,100.00

**FDOT PTGA 100% GRANT FUNDED PROJECT LUMP SUM GRANT
\$464,000.00**

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

MINUTES & TRANSCRIPTS

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

TOWN WEBSITE & YOUTUBE MEETING VIDEO

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

Live & recorded videos can be access 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 Statutes, the following notification is given: If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

PUBLIC PARTICIPATION

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

EXPARTE COMMUNICATIONS

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

2024 HOLIDAYS

TOWN HALL OFFICES CLOSED

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



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: February 15, 2024
FROM: ***Sherri Mitchell, Executive Director – Nassau County Economic Development Board***
SUBJECT: Presentation to the Town Council of the Annual Report and Funding Request from the Nassau County Economic Development Board's Executive Director, Sherri Mitchell.

BACKGROUND:

Sherri Mitchell, Executive Director, Nassau County Economic Development Board, will present an annual update to the Town of Hilliard.

FINANCIAL IMPACT:

The Nassau County Economic Development Board (NCEDB) serves as the unified voice and single point-of-contact representing Nassau County, Florida as a desirable place to relocate a business or to grow and expand an existing business.

RECOMMENDATION:

Sherri Mitchell, Executive Director of the Nassau County Economic Development Board, to present to the Town Council the Annual Report and Funding Request.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: February 15, 2024

FROM: ***Tim Norman, Mittauer & Associates, Inc. – Town Engineer***

SUBJECT: Town Council approval to award DEP Agreement No. LPA0302 Hilliard - Oxford Street Force Main Routing Project contingent upon approval by the Department of Environmental Protection and the Town Attorney, as well as the receipt of proper bonds and insurance certificates, to the low bidder, T B Landmark Construction, Inc. total award amount \$562,270.00.

BACKGROUND:

See attached engineer letter dated February 2, 2024.

FINANCIAL IMPACT:

FDEP Grant funding \$507,100 for construction plus engineering funding from grant in the amount of \$101,900.

Capital fund for construction in the amount of \$55,170.

RECOMMENDATION:

Town Council approval to award DEP Oxford Street Force Main Rerouting Project to the low bidder, T B Landmark Construction, Inc. in the amount of \$562,270.00.



MITTAUER
& ASSOCIATES, INC.
CONSULTING ENGINEERS &
PROJECT FUNDING SPECIALISTS

ITEM-3

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

February 2, 2024

VIA EMAIL

The Honorable John Beasley, Mayor, and Town Council
Town of Hilliard
15859 West County Road 108
Hilliard, FL 32046

RE: Engineer's Recommendation of Award
DEP Oxford Street Force Main Rerouting
DEP Agreement No. LPA0302
Town of Hilliard, Florida
Mittauer & Associates, Inc. Project No. 9610-55-1

Dear Mayor and Town Council Members:

On January 31, 2024, three (3) bids were received in response to the Town's Advertisement for Bids on the DEP Oxford Street Force Main Rerouting project. We have reviewed the bids and have found the below listed Contractor to be low bidder for this project. Attached is a copy of the Certified Bid Tabulation which we have prepared. Contingent upon approval by the Department of Environmental Protection and your attorney, as well as receipt of proper bonds and insurance certificates, we recommend that the project be awarded as follows:

CONTRACTOR: T B Landmark Construction, Inc.
11220 New Berlin Road
Jacksonville, FL 32226
Tel: (904) 751-1016
Fax: (904) 751-4125
Email: estimating@tblelandmark.com

TOTAL AWARD AMOUNT: \$562,270.00

We look forward to continuing our services on the Construction Phase of this project. As always, we remain available to answer any questions.

Sincerely yours,
Mittauer & Associates, Inc.

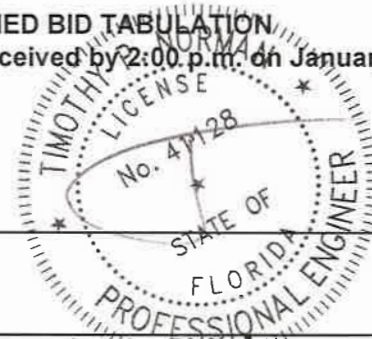
Timothy P. Norman, P.E.
Vice President

TPN/pj
Enclosure

DEP Oxford Street Force Main Rerouting
 DEP Agreement No. LPA0302
 Town of Hilliard, Florida
 Mittauer & Associates, Inc. Project No. 9610-55-1

CERTIFIED BID TABULATION
 Bids Received by 2:00 p.m. on January 31, 2024

By: _____



				1		2		3	
				T B Landmark Construction, Inc.		C.A.P. Contracting, Inc.		Baker Design Build	
Item No.	Item Description	Est. Qty.	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization and General Conditions	1	LS	\$27,227.00	\$27,227.00	\$250,000.00	\$250,000.00	\$79,701.23	\$79,701.23
2	6" PVC Force Main, Conventionally Installed	1,520	LF	\$95.00	\$144,400.00	\$80.00	\$121,600.00	\$273.68	\$415,993.60
3	6" FPVC Force Main, Directionally Drilled	320	LF	\$100.00	\$32,000.00	\$155.00	\$49,600.00	\$162.84	\$52,108.80
4	6" Gate Valves and Boxes	4	EA	\$3,000.00	\$12,000.00	\$5,320.00	\$21,280.00	\$7,406.38	\$29,625.52
5	8"x6" Tapping Sleeve & Tapping Valves	1	EA	\$9,500.00	\$9,500.00	\$6,300.00	\$6,300.00	\$11,576.85	\$11,576.85
6	Ductile Iron Fittings (Epoxy-Lined)	500	LBS	\$24.50	\$12,250.00	\$26.00	\$13,000.00	\$34.50	\$17,250.00
7	Sewage Air Release Valve Assembly	1	EA	\$14,000.00	\$14,000.00	\$14,300.00	\$14,300.00	\$13,423.68	\$13,423.68
8	Connection to Existing 6" Force Main	1	EA	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$7,440.35	\$7,440.35
9	Aerial Culvert Crossing	1	LS	\$37,195.00	\$37,195.00	\$13,500.00	\$13,500.00	\$41,979.23	\$41,979.23
10	Concrete Encasement and Specials	20	CY	\$300.00	\$6,000.00	\$175.00	\$3,500.00	\$742.51	\$14,850.20
11	Removal and Replacement of Unsuitable Soils	200	LF	\$15.00	\$3,000.00	\$25.00	\$5,000.00	\$31.73	\$6,346.00
12	Asphaltic Roadway/Driveway Restoration	20	LF	\$350.00	\$7,000.00	\$350.00	\$7,000.00	\$568.73	\$11,374.60
13	Concrete Driveway/Sidewalk Restoration	20	LF	\$175.00	\$3,500.00	\$230.00	\$4,600.00	\$324.30	\$6,486.00
14	Stabilized/Rock/Gravel Roadway/Driveway	280	LF	\$8.00	\$2,240.00	\$45.00	\$12,600.00	\$106.23	\$29,744.40
15	Clearing and Grubbing/Tree Removal	1	LS	\$235,000.00	\$235,000.00	\$6,000.00	\$6,000.00	\$16,941.04	\$16,941.04
16	Grassing								
a.	Seed and Mulch	600	LF	\$2.00	\$1,200.00	\$22.00	\$13,200.00	\$5.65	\$3,390.00
b.	Sod	650	LF	\$5.50	\$3,575.00	\$13.00	\$8,450.00	\$12.43	\$8,079.50
17	Flushing and Pressure Testing	1	LS	\$2,508.00	\$2,508.00	\$7,500.00	\$7,500.00	\$4,957.99	\$4,957.99
18	Demobilization and Close-out	1	LF	\$4,675.00	\$4,675.00	\$8,500.00	\$8,500.00	\$20,993.00	\$20,993.00
TOTAL BID				\$562,270.00		\$568,430.00		\$792,261.99	



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: February 15, 2024

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

SUBJECT: Town Council approval of the Engineering Services Agreement from Mittauer & Associates, Inc. in the amount of \$100,300.00, to prepare construction drawings and specifications, for the Water Main Replacements Project identified in the Town's CDBG Contract with the Department of Commerce.

BACKGROUND:

See attached.

FINANCIAL IMPACT:

CDBG Grant Funded to cover Engineering Services Agreement - \$100,300.00

RECOMMENDATION:

Town Council approval of Mittauer & Associates, Inc. Engineering Services Agreement in the amount of \$100,300.00.



MITTAUER
& ASSOCIATES, INC.
CONSULTING ENGINEERS &
PROJECT FUNDING SPECIALISTS

ITEM-4

35 Years
1989-2024
ENGINEERING
EXCELLENCE

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

February 9, 2024

The Honorable John Beasley, Mayor
Town of Hilliard
15859 West County Road 108
Hilliard, FL 32046

RE: Engineering Services Agreement
CDBG 24 NR Water Main Replacements
Town of Hilliard, Florida
Mittauer & Associates, Inc. Project No. 9610-56-1

Dear Mayor Beasley:

We are pleased to present the following proposal for Engineering Services in conjunction with the Town of Hilliard's State of Florida Department of Commerce, Community Development Block Grant (DOC-CDBG). Mittauer & Associates, Inc., hereinafter referred to as the Engineer, proposes to provide services as described in the Scope of Services to the Town of Hilliard, Florida, the Client, for the fees stipulated hereafter.

SCOPE OF SERVICES

The Engineer shall provide the following Engineering Services, including the preparation of construction drawings and specifications, for the water main replacements identified in the Town's CDBG Contract with the Department of Commerce. The proposed improvements will be paid for out of the \$700,000 grant, along with the Town's \$50,000 local match. More specifically this work shall include:

A. PRELIMINARY ENGINEERING

1. Preliminary engineering services include preliminary planning of the project and the preparation of exhibits, maps, and an opinion of probable project cost.

B. BASIC ENGINEERING SERVICES

1. Preparation of plans and specifications for the construction of the improvements, including approximately 4,000 LF of 6" PVC water main, along with fittings, gate valves, fire hydrants, connections to existing mains, reconnection of existing water services, and associated restoration.

Town of Hilliard, Florida
Engineering Services Agreement
February 9, 2024
Page 2

2. Preparation of an Engineer's Opinion of Probable Construction Cost.
3. Provide the Client with three (3) copies of final plans and specifications.
4. The Engineer shall assist the Client in advertising the project for construction bids, based upon award to a single contractor, by preparing an advertisement for bids; selling bid documents to prospective bidders; maintaining a record of prospective bidders to whom Bidding Documents have been issued; issuing addenda as appropriate to clarify, correct, or change the bid documents; and preparing a tabulation of bids.
5. Provide standard Engineering Construction Administration Services, including the preparation of construction contract documents; attending a preconstruction conference; reviewing the Contractor's material shop drawings; making periodic visits to the site to observe the progress of the various aspects of the Contractor's work; reviewing and approval of the Contractor's applications for payment; processing change orders, if required; reviewing the Contractor's completion documents and as-built drawings; and performing a final inspection of the work.

C. RESIDENT PROJECT REPRESENTATIVE SERVICES

1. The Engineer shall provide the services of a Resident Project Representative (RPR) by making weekly on-site visits during the construction of the project. Total RPR hours shall be limited to 220 hours.

D. ADDITIONAL ENGINEERING SERVICES

1. Provide on-site, above-ground field topographic survey information at the immediate area of improvements as necessary for the preparation of construction drawings and preparation of the permit applications. As it relates to subsurface utilities, the Engineer shall perform a Quality Level C Investigation in accordance with ASCE 38-22, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.
2. Preparation of a Florida Department of Environmental Protection (FDEP) Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs.
3. The Engineer shall prepare Record Drawings for the project based on the red-line drawings and As-Built survey provided by the Contractor and the Contractor's surveyor.

Town of Hilliard, Florida
Engineering Services Agreement
February 9, 2024
Page 3

DEPARTMENT OF COMMERCE CONTRACT CONDITIONS

The Engineer shall comply with the Contract Conditions of the Client's DOC-CDBG Contract as required for the Client's consultants. More specifically, this shall include the following:

ITEM 1 - STATE AND FEDERAL REQUIREMENTS

The Engineer shall comply with all applicable State and Federal Regulations as they relate to this project.

ITEM 2 - HOLD HARMLESS

The Engineer shall hold the Department of Commerce and the Client harmless against all claims of whatever nature arising out of the Engineer's performance of work under this Agreement, to the extent allowed and required by law.

ITEM 3 - RETENTION OF RECORDS

The Engineer shall retain all records relating to this contract for six (6) years after the Client makes final payment and all other pending matters are closed.

ITEM 4 - ACCESS TO RECORDS

The Client, the Florida Department of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records, including electronic storage media, of the Administrator which are directly pertinent to this contract for the purpose of audit, examination, making excerpts, and transcriptions, as they may relate to this Agreement.

ITEM 5 - FEDERAL LOBBYING PROHIBITIONS

The Engineer certifies, that to the best of his knowledge and belief that no Federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person or member of a Federal Agency related to this project.

ITEM 6 - PROHIBITION AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this agreement, and that he

Town of Hilliard, Florida
Engineering Services Agreement
February 9, 2024
Page 4

has not paid or agreed to pay any person, company, corporations, individual, or firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this agreement.

ITEM 7 - CONTRACT AMENDMENT

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties hereto. All such changes with associated costs shall be incorporated as written amendments to this contract and attached hereto.

ITEM 8 - FEDERAL PROVISIONS

The Engineer shall comply with the applicable portions of Attachment "A" Federal Provisions.

ITEM 9 - TERMINATION (CAUSE AND/OR CONVENIENCE)

A. This contract may be terminated in whole, or in part, in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

B. This contract may be terminated in whole, or in part, in writing by either party for its convenience provided that the other party is afforded the same notice and consultation opportunity specified in Paragraph A above.

C. If termination for default is effected by the Client, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Engineer at the time of termination may be adjusted to cover any additional costs to the Client because of the Engineer's default.

D. If termination for convenience is effected by the Client, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

E. For any termination, the equitable adjustment shall provide for payment to the Engineer for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the Engineer relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

Town of Hilliard, Florida
Engineering Services Agreement
February 9, 2024
Page 5

F. Upon receipt of a termination action under Paragraphs A or B above, the Engineer shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) upon payment for services, deliver or otherwise make available to the Client all data, drawings, reports, specifications, summaries and other such information, as may have been accumulated by the Engineer in performing this contract, whether completed or in process.

G. Upon termination, the Client may take over the work and may award another party a contract to complete the work described in this contract.

H. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Client. In such event, adjustment of the contract price shall be made as provided in the respective Paragraph D above.

ITEM 10 - REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the Client and the Engineer, arising out of or relating to this contract, or the breach of it, will be decided by arbitration if the parties mutually agree or in a Florida court of competent jurisdiction.

ITEM 11 - TERMS AND CONDITIONS

This contract contains all the terms and conditions agreed upon by both parties.

ITEM 12 - ADJUSTMENT OF CONTRACT PRICE

Truth-in-Negotiation Certification: In accordance with F.S. 287.055(5)(a) for contracts totaling over \$195,000.00, the Engineer hereby certifies that the unit cost used in preparing our basis for the Lump Sum compensation in the Client's CDBG project are accurate, complete, and current at the time of contracting. We further agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Client determines the contract price was increased due to inaccurate, incomplete, or noncurrent unit cost. All such adjustments shall be made within one year following the end of the contract.

ITEM 13 - ENVIRONMENTAL COMPLIANCE

If the contract exceeds \$100,000, the Engineer shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental

Town of Hilliard, Florida
 Engineering Services Agreement
 February 9, 2024
 Page 6

Protection Agency regulations (40 C.F.R. Part 15). The Engineer shall include this clause in any subcontracts over \$100,000.

ITEM 14 - ENERGY EFFICIENCY

The Engineer shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

ITEM 15 - CONFLICTS WITH OTHER CLAUSES

If this contract contains any clauses which conflict with the above clauses, then this contract will be governed by the clause(s) in this section of the contract.

CONDITIONS AND EXCLUSIONS

The Client shall provide copies of all available Client records as may be required for the Engineer to complete these services, as well as current copies of a boundary and a topo survey for the site. The Client shall provide all regulatory agency permit application fees and related items required by the agencies, which may include soil borings, percolation tests, groundwater testing, soil sampling, and/or other geotechnical information. Should land acquisition or easements be required for this project, the Client shall provide services that may be required, such as property appraisals, legal surveys, easements, title searches, zoning changes, attorney fees, and recording fees.

The Engineer's scope of services does not include advertising cost, the preparation of landscape plans, traffic studies, retaining wall design, structural design of possible site signage, off-site design (except as noted), fire pump design, fire flow testing, zoning related tasks, wetlands surveys, wetlands permitting and/or wetland mitigation, flood plain permitting and/or flood plain mitigation, tree surveys, boundary or easement surveys, subdivision platting, LEED Consultation/Design, or value engineering.

Grant Administration Services, including application preparation and submission, application and/or contract revisions and amendments, preparing environmental review(s), seeking DOC opinions and interpretations, and all other tasks required to manage, administer, and close out the grant while ensuring that Davis-Bacon and other applicable state and federal record keeping requirements are met, are the sole responsibility of the Grant Administrator procured by the Town.

PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Town of Hilliard, Florida
 Engineering Services Agreement
 February 9, 2024
 Page 7

SCHEDULE OF FEES

For Item A - Preliminary Engineering, the Engineer shall be paid a lump sum fee of \$3,000.

For Item B - Basic Engineering Services, the Engineer shall be paid a lump sum fee of \$47,000.

For Item C - Resident Project Representative Services, the Engineer shall be paid a lump sum fee of \$27,300.

For Item D - Additional Engineering Services, the Engineer shall be paid a lump sum fee of \$23,000.

TOTAL ENGINEERING FEE: \$100,300

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, federal sales tax, or value added tax (VAT) should they be required by law.

ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of this proposal returned to the Engineer shall serve as Notice-to-Proceed. Should this proposal not be accepted within a period of thirty (30) days, it shall become null and void. This Agreement shall run concurrently with the Client's CDBG Contract with the Florida Department of Commerce.

Thank you for giving us the opportunity to serve the Town of Hilliard.

Sincerely,
 Mittauer & Associates, Inc.



Joseph A. Mittauer, P.E.
 President

JAM/TPN/pj

Accepted by:
 Town of Hilliard, Florida

By: _____
 The Honorable John Beasley, Mayor

Date: _____

ATTACHMENT "A"

FEDERAL PROVISIONSEqual Employment Opportunity

During the performance of this Contract, the CONSULTANT agrees as follows:

- A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated fairly during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CLIENT setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT will cause the foregoing provisions to be inserted in all solicitation or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- C. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The CONSULTANT will comply with all provisions of Executive Order 11246 or September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The CONSULTANT will furnish all information and reports required by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CLIENT and the Florida or United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONSULTANT's non-compliance with the equal opportunity clauses in this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided

in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- G. The CONSULTANT will include the provisions of paragraphs A. through G. in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the local governing authority(s) representative may direct as a means of enforcing such provisions including sanction for non-compliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CLIENT, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

Civil Rights Act of 1964

Under Title IV of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin be excluded from participation in, be denied benefits or, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act.

"Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

- A. The work to be performed under this Contract is assisted by directed federal assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this Contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- C. The CONSULTANT will send to each labor organization or representative of workers with which he has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this Contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

Records and Audits

The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the CLIENT to assure proper accounting for project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CLIENT or any authorized representative, and will be retained for six (6) years after the expiration of this Contract unless permission to destroy them is granted by the CLIENT.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: February 15, 2024

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

SUBJECT: Town Council approval of the Administration Services Agreement from Fred Fox Enterprises, Inc. in the amount of \$52,000.00, to provide the general administration aspects of the Water Main Replacements Project identified in the Town's CDBG Contract with the Department of Commerce.

BACKGROUND:

See attached.

FINANCIAL IMPACT:

CDBG Grant Funded to cover Administration Services Agreement - \$52,000.00

RECOMMENDATION:

Town Council approval of Fred Fox Enterprises, Inc. Administration Services Agreement in the amount of \$52,000.00.

GENERAL ADMINISTRATION CONTRACT

This General Administration Contract entered into as of this ____ day of _____, 2024, by and between Fred Fox Enterprises, Incorporated, hereinafter referred to as the Administrator and the Town of Hilliard, hereinafter referred to as the Local Government.

WITNESSETH THIS RECITAL:

WHEREAS, the Local Government has been awarded a Community Development Block Grant in the Neighborhood Revitalization category, grant # _____ hereinafter referred to as the "Project", and the local Government desires to implement that Project; and,

WHEREAS, the Administrator is now available, willing, and qualified to perform professional services in connection with the Project; to serve the Local Government to which this contract applies, and to give consultation, advice, and direction for such Project, and

WHEREAS, the Local Government being desirous that the Administrator perform such services regarding the Project does now engage Administrator to perform such services noted above on the CDBG Neighborhood Revitalization Program and Administrator agrees to perform such services.

- To provide technical assistance in various program areas, and
- To serve the local government as its professional representative and coordinator in all phases of the Project to which this General Administration Contract applies, and
- To develop and draft a Relocation Policy for the Project, if required, and
- To disseminate information to the general public regarding the Project, and to

provide adequate administrative plans regarding the acquisition of properties as may be required, and

- To coordinate, monitor, and evaluate the Project, and
- To provide updates to the Local Government, and
- To establish and maintain bookkeeping and financial management aspects of the Project

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 1

A. GENERAL ADMINISTRATION

SCOPE OF THE SERVICES OF THE ADMINISTRATOR

The Administrator shall provide the following services for the general administration aspects of this project:

1. Coordinate, monitor, and evaluate the direct costs of the overall program, including but not limited to the multiple activities outlined in the subsections of the contract below.
2. Develop, plan, implement, and assess the citizen's participation to all community organizations, including but not limited to providing program information, technical assistance to citizens, publishing applicable notices, and conducting applicable hearings.
3. Respond to all citizen's questions and complaints concerning the project in a timely manner.
4. Establish and maintain general and related files as required by Florida Commerce.
5. Prepare the Environmental Review including the Public Notices and the

“Request for Release of Funds”.

6. Establish procedures relating to the procurement and implementation of services all pursuant to Department of Housing and Urban Development (HUD) and Florida Commerce requirements and regulations.
7. Provide technical assistance to the Local Government in procuring professional service contracts.
8. Establish and maintain a bookkeeping system that is acceptable to both Florida Commerce the Auditor General's Office.
9. Monitor the various subsections of the Project in regard to all HUD and Florida Commerce regulations and prepare all necessary and all requested responses to inquiries from Local, State, and Federal governmental units.
10. This contract is to complete the work as outlined in the Community Development Block Grant # _____ or as the contract may be amended.
11. The Consultant shall attend all meetings related to implementation of the CDBG Neighborhood Revitalization, including but not limited to, public hearings, staff meetings, public informational meetings, etc.
12. Provide all reports relating to the project as required by Florida Commerce.
13. Prepare all required or requested program amendments including the preparation of advertisements, conducting required public hearings and updating Environmental Reviews.

B. PUBLIC FACILITIES

SCOPE OF SERVICES OF THE ADMINISTRATOR

The Administrator shall provide the following services for the public facilities unit of this project:

1. Coordinate, monitor, and evaluate the direct costs of such facilities within the target area.
2. Establish and maintain construction contract files.
3. Establish procedures relating to the procurement and implementation of contractual services, all pursuant to HUD and Florida Commerce requirements and regulations.
4. Review all bid packages for Florida Commerce and HUD contract compliance.
5. Establish and maintain labor standards compliance files for the Local Government.
6. Obtain wage decision from the Department of Labor (DOL) and/or the Department of Housing and Urban Development (HUD) and/or Florida Commerce and submit same to the Local Government.
7. Attend the pre-construction conference.
8. Review the contractor's weekly payrolls for compliance with Davis/Bacon and other Federal contract requirements.
9. Establish architect/engineer community development terms and conditions for incorporation in the bid package.
10. Obtain for the Local Government DOL/HUD/Florida Commerce clearances of contractor.

11. Send notice on behalf of the Local Government to DOL and HUD or Florida Commerce that the construction has commenced.
12. Approve all payment requests to insure the payments are appropriate and the proper documentation is included.
13. Be present at all HUD and Florida Commerce monitorings and prepare the Local Government's response(s) to HUD and Florida Commerce monitoring letters.
14. Complete and maintain files pertaining to the public facilities subsection of the project for use by the Local Government and interested citizens.
15. Represent the Local Government before any State or Federal boards or meetings regarding the public facilities subsection of the Project.
16. Perform all closeout activities, including the submission of reports as well as responding to requests for follow up information.

ARTICLE 2

A. GENERAL ADMINISTRATION

LOCAL GOVERNMENT'S RESPONSIBILITY

The Local Government's responsibility in regard to the subsection GENERAL ADMINISTRATION shall be:

1. To instruct the personnel of the Local Government to cooperate and assist the Administrator in the execution of the necessary financial data and procedures in order to comply with all HUD and/or Florida Commerce requirements.
2. To provide assistance in implementation of contractual services necessary to the Project per the requirements of any and all HUD or Florida

Commerce requirements.

3. Establish and maintain rapport with individual citizens and community groups regarding the Project.
4. Assist the Administrator in negotiations necessary for all subsections of the Project.
5. Review and implement all contracts necessary to ensure efficient progress of the Project.

B. PUBLIC FACILITIES

LOCAL GOVERNMENT'S RESPONSIBILITY

The Local Government's responsibility in regard to the subsection PUBLIC FACILITIES shall be:

1. To assist the Administrator in placing at its disposal all available information pertinent to the sites of the Project including previous reports and any other data relative to design and construction of the Project.
2. To furnish the Administrator, when available, reports regarding property, boundary, right-of way, topographic surveys, laboratory tests, core borings, probings and sub-surface explorations, hydrographic surveys, and inspection of sample and materials which the Administrator may rely on in performing its services.
3. Assist the Administrator in obtaining right-of entry and release of liability of property owners.
4. Designate a member of the Local Government who will act as a contact person with the Administrator as to facilitate and transmit instructions, receive information, and generally assist as may be necessary and submit

each person's name to the Administrator within ten (10) days of the signing of the contract.

5. Give prompt notice to the Administrator whenever the Local Government observes or otherwise becomes aware of any defects or problems with the Project.
6. Inform the Administrator of all meetings involving personal service contracts with architects and/or engineers regarding this Project.

ARTICLE 3

PERIOD OF PERFORMANCE

The period of performance under this Project shall begin upon the signing of this contract and shall be completed upon final completion of the Local Government's Florida Community Development Block Grant Neighborhood Revitalization Project and the issuance of a "Notice of Administrative Closeout" for the project by Florida Commerce.

ARTICLE 4

COMPENSATION

The Local Government agrees to pay, from the funding set forth in Article Sixteen (16) herein, the Administrator and its associates in the following manner:

Compensation for the Administrator shall be the total sum of Fifty-two Thousand and 00/100 Dollars (\$52,000.00). The Local Government shall compensate the Administrator for their services as noted in Attachment A to this contract. Payments will commence thirty (30) days after the effective date of the contract between Florida Commerce and the Local Government subject,

however, to receipt by the local government of funding from the CDBG sufficient to pay the administrator as required herein.

At the end of the twelfth month of this contract, the Local Government and the Administrator shall review the progress of the project to determine if the project is proceeding on schedule. If the project is determined not to be progressing on schedule, a revised payment schedule shall be developed that is acceptable to both parties.

If the grant contract obligations are met and the grant closes out prior to the thirty month ending date the administrator can be paid the sum remaining in the contract upon issuance of a "Notice of Administrative Closeout" for the project by Florida Commerce.

All requests for payment shall be submitted by the Administrator in detail sufficient for a proper pre-audit and post-audit review.

ARTICLE 5

CITIZENS PARTICIPATION

It is understood between the parties that both the local Government and the Administrator shall encourage continuous participation in the Project by the citizens of the area. It is further understood that both the Local Government and the Administrator shall be responsible for adequate advertising of the Project. It is understood that funds for such advertising shall be paid from grant funds.

ARTICLE 6

LOCAL GOVERNMENT CONTACT PERSON

The contact person who will represent the local Government in all matters

pertaining to the Project shall be Ms. Lisa Purvis, Town Clerk, or her designee.

ARTICLE 7

EXCLUSIVE REPRESENTATION

It is understood between the parties that a representative of the Local Government and a representative of Fred Fox Enterprises, Incorporated, will represent this Project before any and all Florida Commerce or HUD meetings.

ARTICLE 8

CONFLICT OF INTEREST

The Local Government having being so advised by the Administrator does hereby recognize that the Administrator has provided similar area services in the past to Local Governments and to area governmental bodies and may be so engaged in a similar Project at this time or in the future and the parties agree that administration of these Projects by the Administrator do not constitute a conflict of interest with the Project.

ARTICLE 9

SOCIAL SECURITY

The Local Government is not liable for Social Security contributions pursuant to Section 481, 42 U.S. Code, relative to the compensation of the Administrator or any other participants during the period of this contract.

ARTICLE 10

CONTRACT AMENDMENT

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties hereto. All such changes shall be incorporated as written amendments to this contract.

ARTICLE 11
TERMINATION

Termination (cause and/or Convenience)

(a) This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other to fulfill its obligations under this contract provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by hand or by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party during said 10 day period prior to termination.

(b) This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.

(c) If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Administrator at the time of termination may be adjusted to cover any additional costs to the local government because of the Administrator's default.

If termination for convenience is effected by the local government, the equitable adjustment shall provide for payment to the Administrator for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the Administrator relating to commitments (e.g., suppliers, subcontractors)

which had become firm prior to receipt of the notice of intent to terminate, if any, and upon proper documentation submittal.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the Administrator shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Administrator in performing this contract, whether completed or in process.

(e) Upon termination, the Local Government may take over the work and award another party a contract to complete the work described in this contract.

(f) If, after termination for failure of the Administrator to fulfill contractual obligations, it is determined that the Administrator had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Local Government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

ARTICLE 12

EQUAL OPPORTUNITY

The Administrator warrants that there shall be no discrimination against employees, applicants for employment, those to whom services are rendered, and applicants for such services under this contract because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics.

During the performance of the function described herein, the Administrator agrees to the following conditions pertaining to the recognition and protection

of the civil rights of employees, applicants for employment, those to whom services are rendered, and applicants for such services:

1. The Administrator will comply with the provisions of Title VI of the Civil Rights Act of 1964, P.L. 88-352, as amended, and rules and regulations published pursuant thereto, all of which are made a part hereof as if fully incorporated herein;
2. The Administrator will comply with the provisions of Presidential Executive Order Number 11246 of September 24, 1965, as amended, Title 3, Code of Federal Regulations, Chapter 4, which is made a part hereof as if fully incorporated herein, the provisions of Section 204 of which executive order must be set forth verbatim, to wit: During the performance of this contract, the Administrator agrees as follows: The Administrator will not discriminate against any employee or applicant for employment because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics. Such action shall include, but not limited to the following: employment, upgrading, demotion, transfer, recruitment, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Administrator agrees to post in a conspicuous place, available to employees and applicants for employment, notice to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
3. The Administrator will, in all solicitations or advertisements for

employees placed by or on behalf of the Administrator, state that all qualified applicants will receive consideration for employment without regard to race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics.

4. The Administrator will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under Section 204 of Executive Order Number 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Administrator will comply with all provisions of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Administrator will furnish all information and reports required by Executive Order Number 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Administrator non-compliance with the non-discrimination clauses of this contract or with such rules,

regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order Number 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order Number 11246, of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Administrator will include the provisions of paragraphs one (1) through seven (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the secretary of Labor issued to Section 204 of Executive Order Number 11246 of September 24, 1965, so that such provisions will be binding upon subcontractors or vendors. The Administrator will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance; provided however, that in the event the Administrator become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Administrator may request the United States to enter into such litigation to protect the interest of the United States.
9. The Administrator shall not discriminate in solicitations or advertisements for employees placed by and on behalf of the

contractor or against any employee or applicant for employment because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics.

ARTICLE 13

HUD/FLORIDA COMMERCE AUDITS

If HUD or Florida Commerce finds that any sums received by the Administrator are unreasonable, then those sums shall be refunded by the Administrator to the Local Government as required by 24 C.F.R., Section 570.200. Administrator agree to reimburse to the Local Government any funds expended for transactions approved by the Administrator which are disallowed by Florida Commerce, due to the malfeasance, misfeasance, or nonfeasance of the Administrator. All records will be made available to the Local Government auditors at their request as pre-audit and post-audit requirements.

ARTICLE 14

ADMINISTRATOR'S NOTICE

REGARDING ENGINEER OR ARCHITECT

It is understood between the Local Government and the Administrator that the Administrator will not be responsible for any Federal, State, or Local requirements that must be completed and supervised by the engineer and/or architect.

ARTICLE 15

ADMINISTRATORS NOTICE

REGARDING LEGAL FEES AND AUDITS

It is understood between the Local Government's and the Administrator that

the Administrator will not be responsible for legal or audit costs associated with this project.

ARTICLE 16

SOURCE OF FUNDING

The sole source of payment for this contract is the funding received through the CDBG program and/or portion of any other funding grants leveraged from it.

ARTICLE 17

REMEDIES

Unless otherwise provided in this contract, all claims, counter claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by the appropriate court in Lake County, Florida.

ARTICLE 18

ACCESS TO RECORDS

1. The Local Government, Florida Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records, including electronic storage media, of the Administrator which are directly pertinent to this contract for the purpose of audit, examination, making excerpts, and transcriptions as they may relate to

this Agreement.

2. PUBLIC RECORDS ACCESS:

- a. Administrator shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Administrator shall keep and maintain public records required to perform the services under this Agreement.
- b. This Agreement may be unilaterally canceled by the Local Government for refusal by Administrator to either provide public records to the Local Government upon request, or to allow inspection and copying of all public records made or received by the Administrator in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- c. If Administrator meets the definition of “contractor” found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Local Government. If the Local Government does not possess the requested records, the

Local Government shall immediately notify Administrator of the request, and Administrator must provide the records to the Local Government or allow the records to be inspected or copied within a reasonable time. If Administrator fails to provide the public records to the Local Government within a reasonable time, Administrator may be subject to penalties under s. 119.10, F.S.

- ii. Upon request from the Local Government's custodian of public records, Administrator shall provide the Local Government with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Administrator shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Administrator does not transfer the records to the Local Government.
- iv. Upon completion of the Agreement, Administrator shall transfer, at no cost to Local Government, all public records in possession of Administrator or keep and maintain public

records required by the Local Government to perform the services under this Agreement. If the Administrator transfers all public records to the Local Government upon completion of the Agreement, the Administrator shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Administrator keeps and maintains public records upon completion of the Agreement, the Administrator shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Local Government, upon request from the Local Government's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Local Government.

- d. If the administrator has questions regarding the application of chapter 119, Florida Statutes, to the administrator's duty to provide public records relating to this agreement, contact the local government's custodian of public records by telephone at (904) 845-3555 by email at lpurvis@townofhilliard.com or at the mailing address below:

TOWN CLERK
TOWN OF HILLIARD, FLORIDA
15859 WEST CR 108
HILLIARD, FL 32046

ARTICLE 19**RETENTION OF RECORDS**

The Administrator shall retain all records relating to this contract for six (6) years after the local government makes final payment and all other pending matters are closed.

ARTICLE 20**E-VERIFY DUTY OF ADMINISTRATOR**

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Administrator, and its subcontractors, shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Administrator shall provide Local Government, and require each of its subcontractors to provide Administrator, with an affidavit (Exhibit B) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Administrator shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. The Local Government, Administrator, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The Local Government, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Administrator otherwise complied, shall promptly notify Administrator and Administrator shall

immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Administrator acknowledges that upon termination of this Agreement by the Local Government for a violation of this section by Administrator, Administrator may not be awarded a public contract for at least one (1) year. Administrator further acknowledges that Administrator is liable for any additional costs incurred by the Local Government as a result of termination of any contract for a violation of this section.

e. Subcontracts. Administrator or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Administrator shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ARTICLE 21

ENVIRONMENTAL COMPLIANCE


Whereas if this contract exceeds \$100,000, the Administrator shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The Administrator shall include this clause in any subcontracts over \$100,000.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals:

LOCAL GOVERNMENT:

John Beasley, Mayor
Town of Hilliard

ADMINISTRATOR:




Fred D. Fox, President
Fred Fox Enterprises, Inc.

ATTESTED BY:

Lisa Purvis, Town Clerk
Town of Hilliard

ATTESTED BY:



Melissa N. Fox, Grants Compliance
Fred Fox Enterprises, Inc.

SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the General Administration Agreement for Fred Fox Enterprises, Inc., and the Town of Umatilla.
2. This sworn statement is submitted by Fred Fox Enterprises, Inc. whose business address is P.O. Box 840338, St. Augustine, Florida 32080, and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2443697.
3. My name is Fred D. Fox, and my relationship to the entity named above is President of the Corporation.
4. I understand that a "Public Entity Crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among person when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

XX Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July, 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Fred D. Fox
Fred D. Fox (Signature)

Date: 2-9-2024

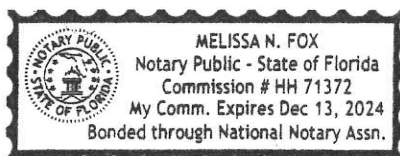
STATE OF FLORIDA

TOWN OF ST. JOHNS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Fred D. Fox, who, after first being sworn by me, affixed his signature in the space provided above on this 9th day of February, 2024.

Melissa N. Fox
NOTARY PUBLIC

My Commission Expires:



COST SUMMARY FOR NEGOTIATED CONTRACTS

GRANTEE: Town of Hilliard

GRANT NUMBER: #

NAME AND ADDRESS: Fred Fox Enterprises, Inc.

OF CONTRACTOR: P. O. Box 840338

St. Augustine, Florida 32080

DATE OF PROPOSAL: January 29, 2024

TYPE OF SERVICE TO
BE FURNISHED: CDBG Grant Administration

=====

COST SUMMARY:

DIRECT LABOR: Estimated hrs x hrly rate = estimated cost

<u>Consultant/Director</u>	<u>100 hrs x \$115. = \$ 11,500.00</u>
<u>Project Manager</u>	<u>85 hrs x \$100. = \$ 8,500.00</u>
<u>Grants Compliance Manager</u>	<u>100 hrs x \$75. = \$ 7,500.00</u>
<u>Environmental Specialist</u>	<u>100 hrs x \$65. = \$ 6,500.00</u>
<u>Clerical Support</u>	<u>70 hrs x \$50. = \$ 3,500.00</u>

DIRECT LABOR TOTAL: \$ 37,500.00

INDIRECT COSTS: Fringes, G & A, etc., rate x base = cost

Fringes 35% x 37,500.00 = \$ 13,125.00

INDIRECT COST TOTAL: \$ 13,125.00

OTHER INDIRECT COST: describe

N/A

OTHER INDIRECT COST: \$ 0.00

TOTAL ESTIMATED COST: \$ 50,625.00

PROFIT: \$ 1,375.00

TOTAL PRICE: \$ 52,000.00

EXHIBIT B
E-VERIFY AFFIDAVIT

I hereby certify that Fred Fox Enterprises, Inc. does not employ, contract with, or subcontract with an unauthorized alien, and has not done so since before January 1, 2021, and is otherwise in full compliance with Section 448.095, Florida Statutes. All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. A true and correct copy of Fred Fox Enterprises, Inc. proof of registration in the E-Verify system is attached to this Affidavit.

By affixing your signature below, under penalty of law you hereby affirm that the above statement is true and correct, and that you are complying and will comply with all E-Verify requirements.

February 9, 2024

Date

By: Fred D. Fox

Printed name and title:

Fred D. Fox, President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

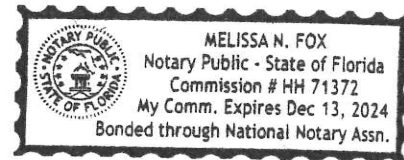
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of February, 2024, by Fred D. Fox as President for Fred Fox Enterprises, Inc.
Company Printed name Title

WITNESSETH my hand and official seal in the state and county named below.

Notary Public, State of Florida, County of St. Johns

(Seal)

Signature: Melissa N. Fox
Printed name: Melissa N. Fox
Commission No.: HH 71372
My Commission Expires: 12/13/2024



☒ Personally Known, OR ☐ Produced Identification
Type of Identification Produced _____



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: February 15, 2024

FROM: ***Guy Riner – Town IT***

SUBJECT: Town Council approval of the capital purchases for the five-year IT Refresh Project in the amount of \$42,095.78.

BACKGROUND:

See attached.

FINANCIAL IMPACT:

TBD, based on cost to purchase copier, scanner, printer, fax all in one or to lease copier and purchase printer is determined.

RECOMMENDATION:

Town Council approval of the capital purchases for the five-year IT Refresh Project in the amount of **\$42,095.78.**

One Time Items	
Items	Total
PC Refresh (From tab)	\$ 22,883.78
Monitor Mounts (TOH)	\$ 2,728.00
Router Refresh (TOH)	\$ 7,000.00
Switch Refresh	\$ 3,300.00
Large format scanner	\$ 4,650.00
Printer Rec Dept	\$ 1,534.00
Total (Excluding Park Project)	\$ 42,095.78
Park Project	\$ 25,512.00
Recurring Annual (Subscriptions)	
Tyler SaaS (Incode, TCM,TPAR, Executime)	\$ 39,061.00
DocsVault Subscription	\$ 5,100.00
New Copier - Rec Dept	\$ 2,171.04
Current Tyler License Fees	\$ (21,701.00)
Total Recurring	\$ 24,631.04



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting

Meeting Date: February 15, 2024

FROM: ***Guy Riner – Town IT***

SUBJECT: Town Council approval of the Expansion of Technology to the Hilliard Town Hall Park in the amount of \$25,512.00 to be paid by the Municipal Grant received from Nassau County.

BACKGROUND:

See attached.

FINANCIAL IMPACT:

Municipal Grant to be used for costs.

RECOMMENDATION:

Town Council approval of the Expansion of Technology to the Hilliard Town Hall Park in the amount of 24,631.04.

Town Park Expansion

Item	Description	Cost Ea	Qty	Cost Total
Fiber Build	Extend fiber from Town Hall to Public Works building at Town Park. Including hand holds for extending fiber onward. 24ct Fiber.	\$ 9,000.00	1	\$ 9,000.00
Terminations	Fiber Terminations	\$ 100.00	16	\$ 1,600.00
IT Room Build Out	Build out conditioned room inside building. Walls, door, A/C, Rack, UPS, Power.	\$ 3,700.00	1	\$ 3,700.00
Router	N/A			\$ -
Monitoring	Temp / Power monitoring -	\$ 800.00	1	\$ 800.00
Switch	USW-Pro-24-POE	\$ 699.00	1	\$ 699.00
Access Points	U6-Mesh	\$ 179.00	3	\$ 537.00
Cameras	M2036-LE	\$ 475.00	4	\$ 1,900.00
Camera	M4317-PLVE (360 for covered area)	\$ 875.00	1	\$ 875.00
NVR Licenses	Cameras Licenses	\$ 150.00	5	\$ 750.00
Pavillion cabinet	poll mount	\$ 500.00	1	\$ 500.00
Switch	USW-Pro-8-PoE (120W)	\$ 349.00	1	\$ 349.00
UPS	Harsh enviroment UPS	\$ 200.00	1	\$ 200.00
Parts	Work boxes, patch cables, jumpers	\$ 350.00	1	\$ 350.00
			Total	\$ 21,260.00
		Contingency (20%)		\$ 4,252.00
			Total	\$ 25,512.00



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: February 15, 2024

FROM: **Joel Hall P.E. – Public Works Director**

SUBJECT: Town Council approval of the capital purchase of the Ingham Road area drainage improvements with an estimated cost of \$39,940.

BACKGROUND:

Ingham Road between Pine Street and extending down Broken Bridge Road (including secondary streets of Little Magnolia Ct, S. Pine St, and S. Oak St.) has significant drainage issues related to clogged or failing culverts, low ground elevations, high groundwater, and adjacent low-lying wet areas being drained across some of the properties and introduced into the road ditch at several locations. Many of the culverts in the corridor are galvanized metal and are experiencing premature failure (rusting out and collapsing) due to the high-water conditions. In addition to restricting flow in the ditches, in some locations, these culvert failures have also caused damage to residents' driveways.

Replacement of clogged/damaged culverts to restore positive flow in the ditches is the primary mechanism to improve the drainage along the roads. This project will address the majority of culvert deficiencies in the area up to the funding limit.

FINANCIAL IMPACT:

\$39,940.00. This project is intended to utilize an existing \$40,000 capital line item for "Culverts & Drainage Improvements" in the approved 2023/2024 Capital Budget.

RECOMMENDATION:

Town Council approval of the capital purchase of the Ingham Road Area Drainage Improvements in the amount of \$39,940.

Ingham Road Area Drainage Improvements

Town of Hilliard Public Works Department

Summary of Project:

Ingham Road between Pine Street and extending down Broken Bridge Road (including secondary streets of Little Magnolia Ct, S. Pine St, and S. Oak St.) has significant drainage issues related to clogged or failing culverts, low ground elevations, high groundwater, and adjacent low-lying wet areas being drained across some of the properties and introduced into the road ditch at several locations. Many of the culverts in the corridor are galvanized metal and are experiencing premature failure (rusting out and collapsing) due to the high water conditions. In addition to restricting flow in the ditches, in some locations, these culvert failures have also caused damage to residents' driveways.

Replacement of clogged/damaged culverts to restore positive flow in the ditches is the primary mechanism to improve the drainage along the roads. The town's current standard for culvert pipe is corrugated plastic with wrap-around flared plastic end sections. In some locations, the depth and cover will require installing double pipe culverts of a smaller size (i.e, (2) 15" pipes instead of (1) 18" pipe). These locations require additional material (approximately 10 feet of extra length to accommodate cutting mitered ends on the pipes) because the standard flared end sections cannot be used on a double pipe installation. In addition, these mitered ends are required to be formed and poured with concrete which increases the cost.

Cost Estimate:

Following is an estimate of the materials and costs for replacement and upgrade of culverts identified within this Ingham Road Drainage Project area:

Ingham Road Drainage Improvements							
Culvert pipe				Mitered Ends			
Size	Unit Price	Qty	Sub-total	Unit Price	Qty	Sub-total	Total Mtls
12x20	\$345.00	0	\$0.00	\$350.00	0	\$0.00	\$0.00
15X20	\$417.00	34	\$14,178.00	\$350.00	30	\$10,500.00	\$24,678.00
18x20	\$497.00	10	\$4,970.00	\$472.00	8	\$3,776.00	\$8,746.00
24x20	\$803.00	2	\$1,606.00	\$605.00	2	\$1,210.00	\$2,816.00
30x20	\$1,336.00	2	\$2,672.00				
		48	\$23,426.00		40	\$15,486.00	\$36,240.00
Fill Dirt				\$200.00	5		\$1,000.00
crush crete				\$900.00	3		\$2,700.00
							\$39,940.00

This project is intended to utilize an existing \$40,000 capital line item for “Culverts & Drainage Improvements” in the approved 2023/2024 capital Budget.

This estimate is for the culvert pipe and mitered ends materials only. Installation will be performed by Town of Hilliard Public Works. Additional costs will be incurred for those locations where asphalt or concrete driveways have to be replaced in-kind and for non-standard double pipe installations which require cutting the mitered ends on the pipes and forming and pouring the concrete caps.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: February 15, 2024

FROM: **Joel Hall P.E. – Public Works Director**

SUBJECT: Town Council approval of the capital expenditure for Well #5 Pump Repair from Complete Services, a sole source vendor, not to exceed the estimated amount of \$46,540.00.

BACKGROUND:

The pump and motor for Well #5 located at the town of Hilliard Water Treatment Plant (WTP) is currently in service but is demonstrating unusual noise which is likely indicative of more than just a motor bearing or seal issue. The motor and pump need to be pulled from the well and inspected to determine the condition of the motor and internal well pump components before the full scope and cost of the repairs/replacement can be estimated.

For expediency, a quote was requested from two reputable licensed well contractors (Complete Services and Partridge Well Drilling) to remove and replace the entire pump assembly and motor to provide a budgetary worst-case scenario. Only Complete Services was responsive. Their quote is attached with the supporting documents. If all the components of the unit had to be replaced, the total cost for this work could be as high as \$46,540.00 (including cost to pull/inspect, furnish completely new pump and motor components, and re-install in well).

Based on prior knowledge and positive experience with this contractor and the critical nature of the asset,

FINANCIAL IMPACT:

Up to \$46,540.00 unplanned repair expenditure. There are sufficient excess funds in the approved capital budget to cover this expense (item 6.6 Infrastructure – CDBG Match).

RECOMMENDATION:

Town Council approval of the capital expenditure for the unplanned repair of Well #5 Pump using Complete Services for this work as a sole source authorization for a not to exceed amount of \$46,540.00.

Complete Services Well Drilling, INC.
9785 WELL WATER ROAD
JACKSONVILLE, FL 32220 US
(904) 693-8635
cecil@jaxwelldrilling.com
www.jaxwelldrilling.com

ITEM-9

Estimate

ADDRESS

Joel Hall
Town of Hilliard
PO Box 249
Hilliard, FL 32046

ESTIMATE # 2296
DATE 02/02/2024

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Services	1	6,500.00	6,500.00
	Well # 5			
	Provide equipment and labor to mobilize, disconnect the motor and discharge head, and pull the pump.			
	Pump Parts	1	32,540.00	32,540.00
	Provide a complete new well pump assembly to produce 350 GPM @ 60' TDH with a new 10 HP VHS electric motor.			
	Services	1	7,500.00	7,500.00
	Provide equipment and labor to install the new pump, pump off to clear, CL2 the well, and demobilize equipment. Bac-Ts are responsibility of Town of Hilliard.			
TOTAL				\$46,540.00

Accepted By

Accepted Date

Well # 5 Capital Repair

Background

The pump and motor for Well #5 located at the town of Hilliard Water Treatment Plant (WTP) is currently in service but is demonstrating unusual noise and vibration in the mechanical seal and shaft which is likely indicative of more than just a motor bearing or seal issue. The original equipment was installed in 2014. The motor and pump need to be disconnected and pulled from the well and inspected to determine the condition of the motor and internal well pump components before the full scope and cost of the repairs/replacement can be estimated.

A quote to perform the following work was requested from two reputable licensed well contractors: Complete Services and Partridge Well Drilling. Only Complete Services was responsive. Their quote is attached and the cost for each task is inserted below.

- 1) Provide labor and equipment to disconnect motor and discharge head and pull pump from the well for inspection of motor and pump assembly and provide recommendations for repair/replacement of components. (\$6,500)
- 2) Perform recommended repairs and/or furnish new replacement parts/materials for pump and motor unit. (up to \$32,540 for full replacement)
- 3) Provide labor and equipment to reinstall complete motor and pump assembly in the well and return to normal service. (\$7,500)

The actual cost of the repair cannot be determined until after the pump and motor are physically removed from the well, but if all the components of the unit had to be replaced, the total cost for this work could be as high as \$46,540.00.

Based on prior knowledge and positive experience with this contractor and the critical nature of the asset, I suggest we move forward with Complete Services for this work as a sole source authorization.

Operational Considerations

There are two approaches to moving forward with this repair which have significantly different operational considerations.

1. The first option is to take the well offline to pull the pump and motor and wait to order parts until after the inspection is completed. The advantage to this option is that we would only order the actual parts that need to be replaced based on the visual inspection. However, with expected lead times on some of the components this means the well could be out of service for 4-6 weeks.
2. The second option is to pre-order all the parts/materials for a full replacement and keep the well in service until the materials are on-hand. Then the well could be taken offline to pull the old pump and motor and perform the inspection and complete the necessary repairs/replacements and re-install the new assembly in the well right away. If there are

parts that were ordered that ended up not needing replacement, those items could be returned (likely with some re-stocking fees) or kept on-hand for future spare parts. This option would minimize the down time of the well to a matter of a few days.

Budget Considerations

This is an unplanned/unbudgeted capital repair in the amount not to exceed \$46,540. There is sufficient excess capital funding in the budget for item 6.6 Infrastructure – CDBG Match that will not be expended and can be re-allocated for this capital repair expense.

Recommendation

I recommend that the town proceed with Option 2 to authorize a not to exceed amount of \$46,540 for Complete Services to perform the work as a sole source and keep the well in service until the replacements parts are in hand.

Elise Earnest

From: Blake Hare <blake@jaxwelldrilling.com>
Sent: Friday, February 2, 2024 1:43 PM
To: Joel Hall
Subject: RE: Well 5
Attachments: Estimate 2296 - Well 5 pump replacement - 2-2-24.pdf

You don't often get email from blake@jaxwelldrilling.com. [Learn why this is important](#)

Joel,

See attached the estimate for replacing the pump in Well # 5. Pump came in a little more expensive than what I was guessing but we are still in that ballpark I gave you the other day. This is based on NOT reusing any of the items. If we can use some of them, then I can send some of the items back so it will be cheaper. May have to pay a restock fee though. Main two items are the discharge head and column pipe. Everything else probably should be replaced anyway but those two items could be used if they are in good shape when we pull it. Let me know if you have any questions. Probably take 2-3 weeks to get everything in once we get the PO.

Thanks,

L. Blake Hare, Jr.
912-659-9087

Complete Services
9785 Well Water Rd
Jacksonville FL 32220
Blake@jaxwelldrilling.com

From: Joel Hall <jhall@townofhilliard.com>
Sent: Wednesday, January 31, 2024 1:52 PM
To: Blake Hare <blake@jaxwelldrilling.com>
Subject: RE: Well 5

Blake,

Here are the details on the well pump and motor. As discussed, please give me a quote for 1) Pull and inspect motor & pump; and 2) full replacement.

Regards,

Joel G Hall, P.E.
Director Public Works Department
Town of Hilliard
PO Box 249
15859 West CR 108
Hilliard, FL 32046
904.727.8155 Mobile

www.townofhilliard.com



From: Blake Hare <blake@jaxwelldrilling.com>
Sent: Wednesday, January 31, 2024 8:43 AM
To: Joel Hall <jhall@townofhilliard.com>
Subject: Well 5

You don't often get email from blake@jaxwelldrilling.com. [Learn why this is important](#)
Info below.

Thanks,

L. Blake Hare, Jr.
912-659-9087

Complete Services
9785 Well Water Rd
Jacksonville FL 32220
Blake@jaxwelldrilling.com

"Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing." This email and any files transmitted with it may contain privileged or confidential information and may be read or used only by the intended recipient. If you are not the intended recipient of the email or any of its attachments, please be advised that you have received this email in error and that any use, dissemination, distribution, forwarding, printing or copying of this email or any attached files is strictly prohibited. If you have received this email in error, please immediately purge it and all attachments and notify the sender by reply mail. "This institution is an equal opportunity provider and employer" If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov."



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: February 15, 2024

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

SUBJECT: Town Council discussion and advisement on the research conducted in response to Jon Hart's petition to open right of way originally heard on 10.05.2023. Parcel ID 08-3N-24-0000-0004-0010.

BACKGROUND: In October 2023 Mr. Hart came before you with a petition to open a Town Right of Way to assist him in gaining access to his property from CR 108. The Council tabled the item to allow the Town Attorney time for research. Mr. Hart began to work with the county to request they move their guardrail, which blocks his frontage. The county has agreed to assist the Harts in this way.

Christian returned his opinion on the matter to the LUA on January 29, 2024, and she shared it with Mr. Hart.

"The only information we have is that this is a Town ROW. Candidly, we have been told in the past that some attorneys believe we may not have the right to such ROW. But we are not aware of the basis for it. And everyone has followed it for as long as anyone can remember. So, our legal position is that it is the Town's and if they want to vacate it, they can."

Now, if the Harts wanted to go a different route because they believe the ROW does not exist, they could retain legal counsel to explain to me why we don't have it. But my belief is that the only way it could be resolved in that manner is if a judge issued an order quieting title in their favor or with a declaratory judgment action in their favor."

A series of questions went back and forth, being passed through Lee Anne. As a result, Christian Waugh provided a list of local Attorneys that may be able to assist Mr. Hart.

During that time Mr. Hart conducted some research of his own. It is also attached and will be explained in full during the meeting, as we will review a few maps.

It is up to Mr. Hart to decide which avenue will be best for his circumstances and take the next step toward that goal.

FINANCIAL IMPACT: None.

RECOMMENDATION: Once Mr. Hart has decided how he would like to move forward, be it a vacation of right of way application, seeking a quiet title or pursuing a declaratory judgment action, I recommend that you do not oppose his request.

Lee Anne,

Thank you!

Unfortunately, this does not change anything. I totally understand why this would be frustrating for Mr. Hart. If you and/or he want we could do a phone conference in advance of the Town Council meeting, but here is the reality:

1. The Town has an interest in these ROWs and has always claimed that interest.
2. We believe they were dedicated to the Town.
3. There is a theoretical basis to suggest they were not dedicated that I know has one person who believes in it. I have provided the contact for that person to Mr. Hart through you. This is what attorneys are for.
4. His remedy at this point, unless he can convince us otherwise, is a quiet title or declaratory judgment action. By contrast, perhaps an attorney will be able to contact us and explain why they were not dedicated. CCRC has worked a lot on this as has its attorney Frank Miller.
5. Alternatively, he can simply petition for us to vacate.

CWW

--

Christian W. Waugh
Town Attorney
 Town of Hilliard, Florida
 Waugh PLLC
 201 E. Pine Street, Suite 315
 Orlando, FL 32801
 321-800-6008: Phone
 844-206-0245: Fax
waughlaw@townofhilliard.com

From: Lee Anne Wollitz <lwollitz@townofhilliard.com>

Date: Thursday, February 1, 2024 at 7:34 PM

To: Christian Waugh <waughlaw@townofhilliard.com>

Subject: Fwd: Hart ROW Issue

He is at the meeting.

He sent this today while I was out

Probably will speak at public comment

Sent from my iPad

Begin forwarded message:

From: Jon Hart <jon.hart@geigerlogging.com>

Date: February 1, 2024 at 8:49:50 AM EST

To: Lee Anne Wollitz <lwollitz@townofhilliard.com>

Subject: Re: FW: FW: Hart ROW Issue

Ms. Lee Anne

Please see attached. I was asked by the Attorney to present an argument why the Town does not have rights to the supposed 30 feet Roadway running east & west between CR 108 and Illinois Street - here it is.

Front page establishes that Bay Road/Section line split of 8 & 17 is a straight line with no dogleg east of Georgia Street that goes south of Bay Road.

Plat Book 1, Page 23 shows a close up of straight Section line split between 8 & 17.

Plat Book 1, Page 9 shows there was never a 30 feet road laid in South of Bay Road.

Plat Book 2, Page 36 shows there was never a 30 feet road laid in South of the nonexistent 60 feet roadway.

It would appear to me a mistake was built into the Section line that arbitrarily, in the past after the Cornwall surveys, caused it to dip South below Bay Road as it was never intended and this is where the nonexistent 30 feet roadway is coming from.

Also, from my own research, Cornwall never appeared to use 30 feet roadways. Only 60 feet roads and 25 feet alleys. So this in itself shows more discrepancies.

Please advise, thank you.

On Wed, Jan 31, 2024 at 10:57 AM Jon Hart <jon.hart@geigerlogging.com> wrote:
Thank you.

On Wed, Jan 31, 2024, 10:26 AM Lee Anne Wollitz <lwollitz@townofhilliard.com> wrote:

John,

I asked Christian to provide a list of attorneys that may be able to assist you, if you chose to go that way.

The list is below.

Regards,
Lee Anne Wollitz

Land Use Administrator

Town of Hilliard

From: Christian Waugh <waughlaw@townofhilliard.com>
Sent: Wednesday, January 31, 2024 10:07 AM
To: Lee Anne Wollitz <lwollitz@townofhilliard.com>; Lisa Purvis <lpurvis@townofhilliard.com>
Subject: Re: FW: Hart ROW Issue

Lee Anne,

An attorney who is very familiar with this is CCRC / Cassidy attorney Frank Miller at Gunster. I would encourage him to seek counsel from Mr. Miller.

<https://gunster.com/staff/attorneys/frank-e-miller/>

Alternatively, Armando Nozzolillo is who represented the HERNs and had a good understanding of the issues.

<https://www.burr.com/people/armando-nozzolillo>

Finally, Rogers Towers has a good group of real estate attorneys including Courtney Gaver and Scott Kennelly (rtlaw.com).

CWW

Christian W. Waugh

Town Attorney

Town of Hilliard, Florida
 Waugh Grant PLLC

From: Lee Anne Wollitz <lwollitz@townofhilliard.com>
Date: Wednesday, January 31, 2024 at 8:55 AM
To: Christian Waugh <waughlaw@townofhilliard.com>, Lisa Purvis <lpurvis@townofhilliard.com>
Subject: FW: FW: Hart ROW Issue

Christian and Lisa,

I have received additional communication from John Hart as a response to Christian's opinion to the research on the Right of Way.

I am passing this his email as well as my response along to the two of you, I think it will be good for you both to be aware of the direction of his thinking.

In October when we heard his item we tabled it until the research was completed so I will be adding it to the Feb. 15th Agenda for the Council.

He has suggested that he may come for Public Comment on the 1st.

Please reach out if you have any questions or need me to do anything additionally to prepare.

*Regards,
Lee Anne Wollitz*

Land Use Administrator

Town of Hilliard

From: Lee Anne Wollitz
Sent: Wednesday, January 31, 2024 8:50 AM
To: 'Jon Hart' <jon.hart@geigerlogging.com>
Subject: RE: FW: Hart ROW Issue

John,

I will pass this information along to the Attorney and the Town Clerk.

Also, I have requested that your item be placed on the Council Agenda for the Feb. 15th meeting.

As always you are welcome to come and speak to the Council during public comment on Thursday the 1st during their meeting.

(personal opinion)

I do not believe that it is possible for the Town to take the step to just vacate ALL the Alleys and ROWs that are listed on Plat O page 31 with one vote as that is what has established the majority of the Towns roads and alleys the bulk of which are in active use for ingress, egress or utilities within the Town limits.

*Regards,
Lee Anne Wollitz*

From: Jon Hart <jon.hart@geigerlogging.com>
Sent: Tuesday, January 30, 2024 4:32 PM
To: Lee Anne Wollitz <lwollitz@townofhilliard.com>
Subject: Re: FW: Hart ROW Issue

[Tab-H-Set-PH-for-Cornwall-Plat \(nassaucountyfl.com\)](http://nassaucountyfl.com)

[Tab-I-Abandonment-Cornwall-Plat \(nassaucountyfl.com\)](http://nassaucountyfl.com)

Ms. Lee Anne

In 2011 the Nassau County BOCC abandoned all ROWs listed within the Plat Book "O", Page 31 which is the Cornwall Farm Land Company Plat of North Florida Pecan , Fruit, and Truck Farms. The first link above is the June 13, 2011 Agenda Item and the second link is the July 25, 2011 Public Hearing.

There is no way that one simple map drawing can accurately cover all easements/ROWs within Nassau County and Town of Hilliard.

If the County found no use for them I ask the Town to abandon it as well. Please advise. Thank you.

On Mon, Jan 29, 2024 at 2:46 PM Lee Anne Wollitz <lwollitz@townofhilliard.com> wrote:

John,

I have gotten an answer from form the Town's Attorney. I have forwarded you his message.

Please reach out if you have questions or would like to talk about next steps.

In addition, we have having 2 workshops this evening 6pm with the school Board and at 7pm with a developer.

If you would like to see anyone of us face to face for questions or conversation, we will be here.

*Regards,
Lee Anne Wollitz*

From: Christian Waugh <waughlaw@townofhilliard.com>
Sent: Monday, January 29, 2024 11:36 AM
To: Lee Anne Wollitz <lwollitz@townofhilliard.com>
Subject: Hart ROW Issue

Lee Anne,

I wanted to write you and memorialize where I am at on this.

The only information we have is that this is a Town ROW. Candidly, we have been told in the past that some attorneys believe we may not have the right to such ROW. But we are not aware of the basis for it. And everyone has followed it for as long as anyone can remember. So our legal position is that it is the Town's and if they want to vacate it, they can.

Now, if the Harts wanted to go a different route because they believe the ROW does not exist, they could retain legal counsel to explain to me why we don't have it. But my belief is that the only way it could be resolved in that manner is if a judge issued an order quieting title in their favor or with a declaratory judgment action in their favor.

Regards,

Christian

Christian W. Waugh

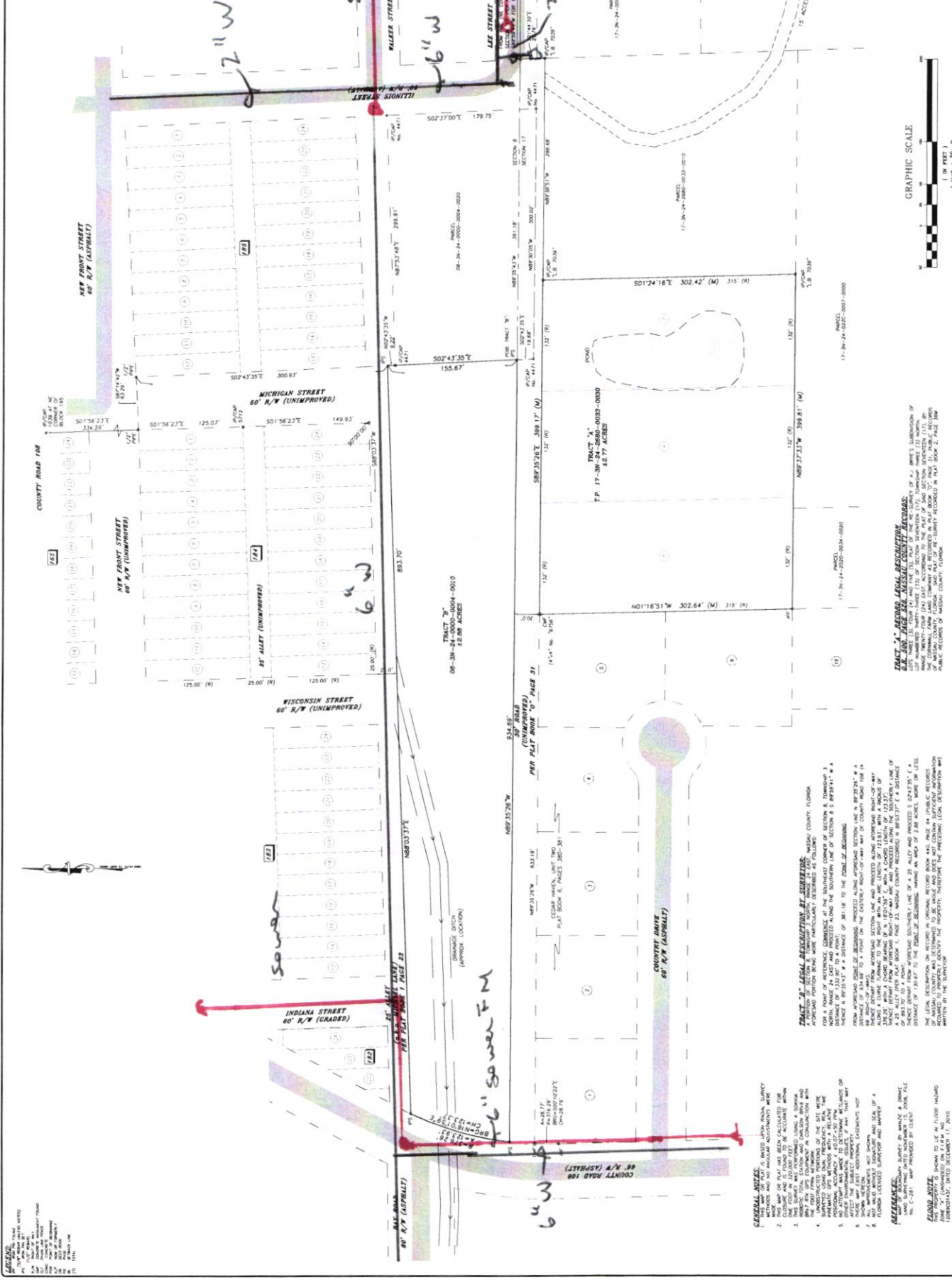
Town Attorney

Town of Hilliard, Florida
Waugh Grant PLLC

STATE OF A KENNEDY SURVEY FIRM
**JONATHAN E. HART &
 JENNIFER B. HART,**
 TALLAHASSEE, FLORIDA
 P.O. BOX 144000
 TALLAHASSEE, FLORIDA 32314-0400
 TEL: (904) 241-0000
 FAX: (904) 241-0001
 E-MAIL: JHART@KENNEDYSURVEY.COM
 JBHART@KENNEDYSURVEY.COM
 JOURNAL OF SURVEYING & MAPPING
 TOWNSHIP 3 NORTH
 RANGE 24 EAST
 NASSAU COUNTY, FLORIDA

CUMBERLAND SURVEYORS
 300 CAMDEN AVENUE
 WOODBRIDGE, NJ 07095
 (732) 947-1000
 FAX (732) 947-1001
 E-MAIL: CUMBERLAND@CUMBERLANDSURVEYORS.COM
 JCH 2025

ITEM-10



LEGEND
 1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 2. ALL DIMENSIONS ARE TO THE CENTER OF THE ROAD OR RAILROAD UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO THE CENTER OF THE LOT UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO THE CENTER OF THE ROAD OR RAILROAD UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO THE CENTER OF THE LOT UNLESS OTHERWISE NOTED.
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 7. ALL DIMENSIONS ARE TO THE CENTER OF THE LOT UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS ARE TO THE CENTER OF THE ROAD OR RAILROAD UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS ARE TO THE CENTER OF THE LOT UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO THE CENTER OF THE ROAD OR RAILROAD UNLESS OTHERWISE NOTED.

GENERAL NOTES:
 1. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 349, F.S.
 2. THE METHOD OF SURVEYING WAS BY THE USE OF A TOTAL STATION AND A GPS RECEIVER.
 3. THE METHOD OF SURVEYING WAS BY THE USE OF A TOTAL STATION AND A GPS RECEIVER.
 4. THE METHOD OF SURVEYING WAS BY THE USE OF A TOTAL STATION AND A GPS RECEIVER.
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 9. THE METHOD OF SURVEYING WAS BY THE USE OF A TOTAL STATION AND A GPS RECEIVER.
 10. THE METHOD OF SURVEYING WAS BY THE USE OF A TOTAL STATION AND A GPS RECEIVER.

REMARKS:
 THIS SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 349, F.S.
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FLORIDA NOTE:
 THIS SURVEY IS SHOWN TO BE IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 349, F.S.
 THE METHOD OF SURVEYING WAS BY THE USE OF A TOTAL STATION AND A GPS RECEIVER.
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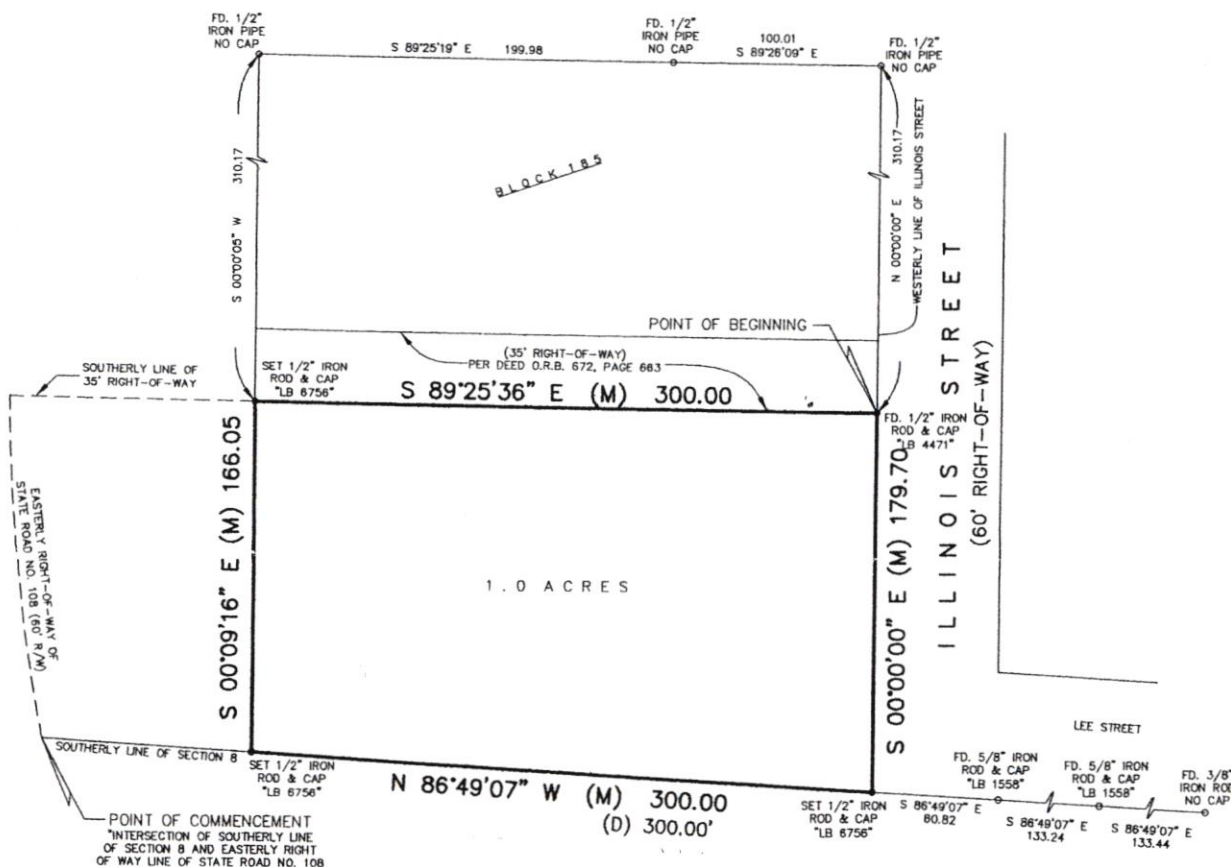
MAP OF BOUNDARY SURVEY

ITEM-10

A PART OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 24 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF SECTION 8 AND THE EASTERLY RIGHT-OF-WAY OF STATE ROAD 108, A 60.00 FOOT RIGHT-OF-WAY; THENCE RUN IN A NORTHERLY DIRECTION ALONG SAID EASTERLY RIGHT-OF-WAY OF STATE ROAD 108 TO THE INTERSECTION OF THE SOUTHERLY LINE OF A 35-FOOT RIGHT-OF-WAY THAT PARALLELS THE SOUTHERN LINE OF BLOCKS 182, 183, 184 AND 185 OF THE TOWN OF HILLIARD; THENCE RUN EASTERLY ALONG SAID SOUTHERLY 35-FOOT RIGHT-OF-WAY TO THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF ILLINOIS STREET (A 60.00 FOOT RIGHT-OF-WAY) TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, RUN SOUTH ALONG SAID WESTERLY RIGHT-OF-WAY TO THE SOUTHERLY LINE OF SAID SECTION 8; THENCE RUN WEST ALONG THE SOUTHERLY LINE OF SAID SECTION 8 FOR A DISTANCE OF 100 FEET; THENCE NORTH TO THE INTERSECTION OF THE SAID SOUTHERLY LINE OF A 35-FOOT RIGHT-OF-WAY THAT PARALLELS BLOCK 185 OF THE TOWN OF HILLIARD; THENCE EAST ALONG SAID SOUTHERLY LINE OF SAID 35-FOOT RIGHT-OF-WAY TO THE POINT OF BEGINNING THIS PARCEL OF LAND CONTAINS 1.0 ACRE MORE OR LESS.

THE LEGAL DESCRIPTION OF THE PROPERTY DESCRIBED HEREIN WAS TAKEN FROM DEED RECORDED IN O.R. BOOK 427, PAGE 115 IN OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA.



SURVEY NOTES:

- 1) The "Legal Description" hereon is in accord with the the description provided by the client.
- 2) Underground improvements were not located or shown.
- 3) Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
- 4) Bearings and/or angles shown hereon are relative to those shown on the plat referenced in the legal description. The bearing reference line is indicated as thus (BR).
- 5) Fence ownership, if applicable, has not been determined by this office. Fences are drawn out of scale in order to accentuate their relationship to property lines. Fences are not deemed to be encroachments unless ownership is apparent.
- 6) "Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid."
- 7) The property shown hereon lies within flood zone "X" as per F.E.M.A. Flood Insurance Rate Map, Panel 120573-0001-A, Dated 12-23-79.
- 8) Unless otherwise noted Measured angles and distances are the same as Plat or Deed angles and distances.

CERTIFIED TO:
CHARLES REED

LEGEND			
—E—E— = AERIAL UTILITY WIRES	CONC. = CONCRETE	MEAS. = MEASURED	⊙ = STORM MANHOLE
A/C = AIR CONDITIONER	CONC. = CONCRETE	N.E.D. = NATIONAL GEODETIC VERTICAL DATUM	⊠ = TELEPHONE PEDISTAL
AKA = ALSO KNOWN AS	CMP = CORRUGATED METAL PIPE	O.R.B. = OFFICIAL RECORD BOOK	— = WOOD FENCE
B.R.L. = BUILDING RESTRICTION LINE	E.M. = ELECTRICITY METER	P.I.K. = PARCEL IDENTIFICATION NUMBER	⊕ = WOOD POWER POLE
CB = CABLE TELEVISION PEDISTAL	ELEV. = ELEVATION	P.O.B. = POINT OF BEGINNING	⊖ = WATER METER
CA = CENTRAL ANGLE	F.F. = FINISHED FLOOR	P.O.C. = POINT OF COMMENCEMENT	⊗ = WELL
CL = CENTERLINE	FL. = FLOOR FINISH	R = RADIUS	⊙ = 1/2" IRON ROD & CAP (LB 6756) SET
CLP = CHAIN LINK FENCE	G.M. = GAS METER	R/W = RIGHT-OF-WAY	
CD = CHORD BEARING	L = ARC LENGTH	TR = TRIMMER CLEAROUT	
CD = CHORD DISTANCE	LI = LIGHT POLE	⊙ = SEWER MANHOLE	

THE INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 474.027, FLORIDA STATUTES.

BY:
ALAN FRANKLIN GLASS
FLORIDA REGISTERED SURVEYOR
MAPPER CERTIFICATE No. 5712

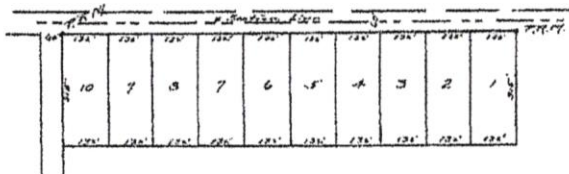
Olde Isle Surveying & Mapping Company

OLDE ISLE SURVEYING & MAPPING COMPANY
493 North U.S. Highway 17, Suite #2, Yulee, FL 32097
(904) 225-0597 • FAX (904) 548-0456 • oldeisle@earthlink.net
Certificate of Authorization Number "LB 6756"

SCALE: 1"=60'
DATE: 12-4-03
DRN BY: TAN
CKD BY: AFG
JOB NO.: 03571
F.B. NO.: 121
PAGE NO. 53

Plat Book 2, Page 36

PLAT OF THE RE-SURVEY OF A. J. BRYE'S SUBDIVISION OF LOT NUMBERED THIRTY-THREE (33), of Section 17, Township 3 North, Range Twenty-four (24) East, according to the plat of said Section 17, by the Cornell Farm Land Company as recorded in Book 0 at page 31 of the Hannan County Records. Said lot Thirty-three being the North half (N $\frac{1}{2}$) of the North half (N $\frac{1}{2}$) of the Northwest quarter (NW $\frac{1}{4}$) of the North-east quarter (NE $\frac{1}{4}$) of said Section Seventeen, Township 3 North, Range 24 East, Hannan County, State of Florida. Scale 200 feet to inch.



This is to Certify, that the accompanying Plat is a true and correct representation of the lands re-surveyed and platted hereinabove described, and that permanent reference monuments according to the laws of the State of Florida, have been placed at points marked T.M.M.

Dated this 24th day of January A.D. 1924.

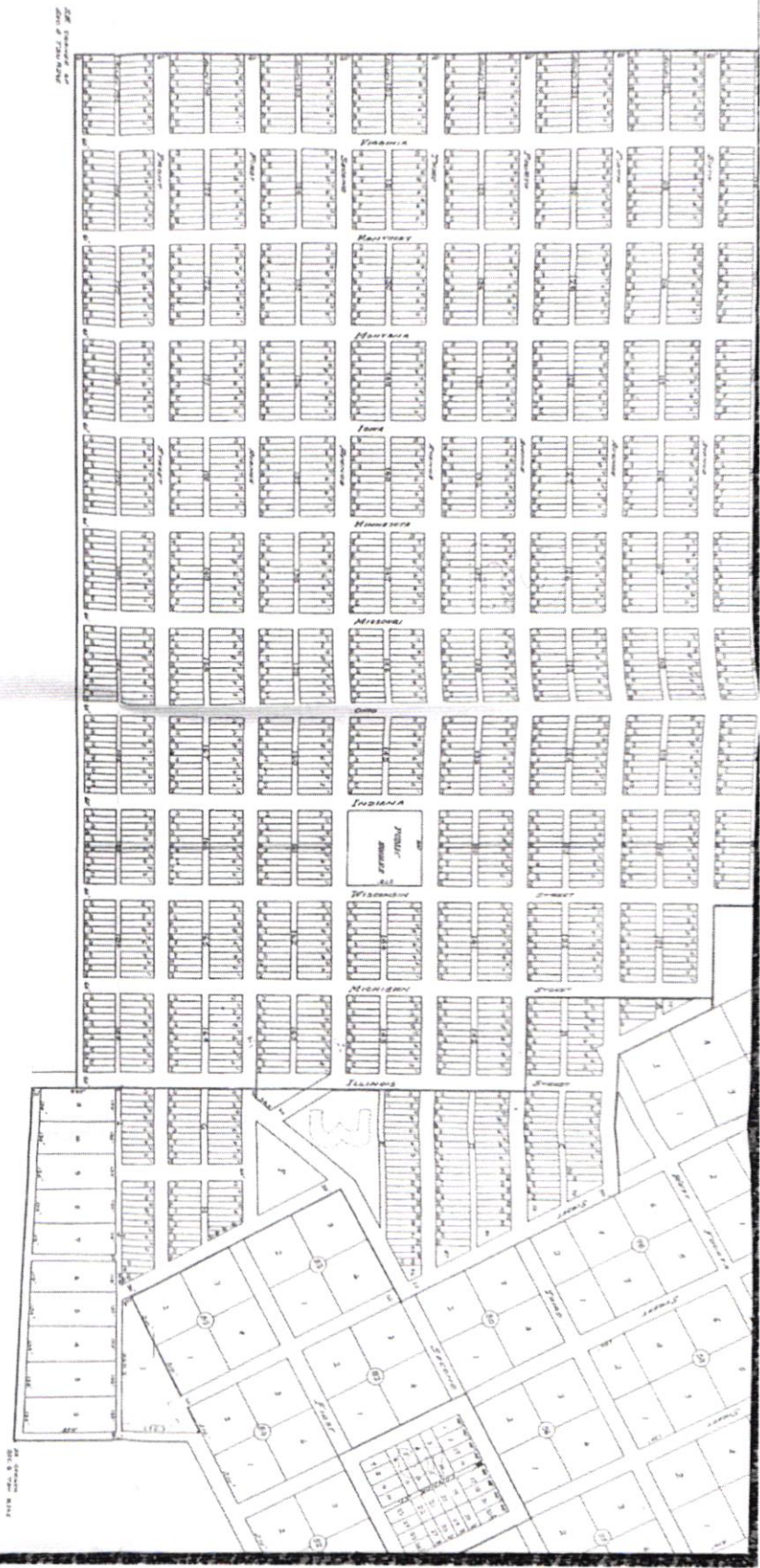
W. H. Rogers
Registered Surveyor No 37.

STATE OF FLORIDA,
COUNTY OF HILLSBOROUGH.

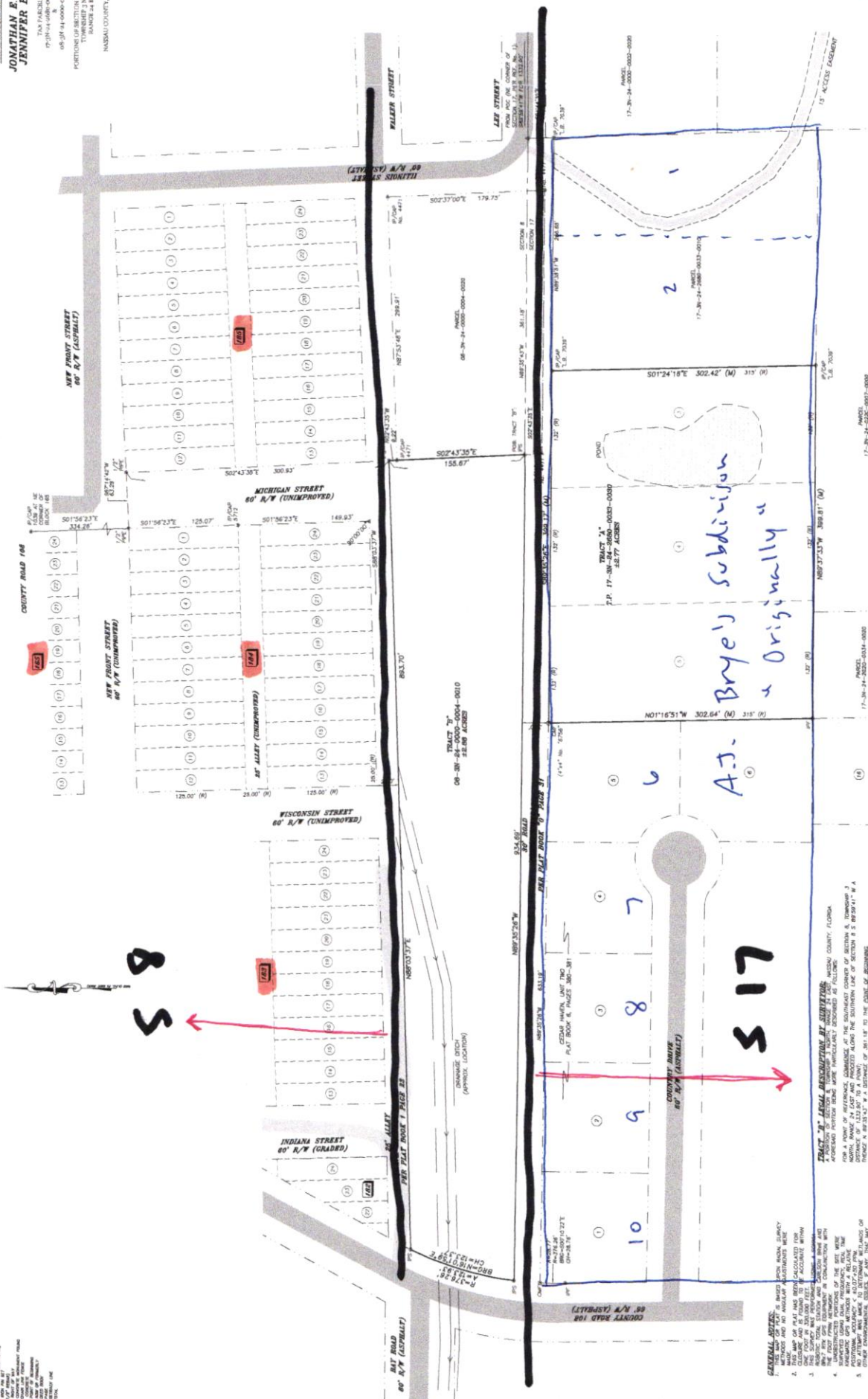
On this day before me, the undersigned, a Notary Public in and for the State of Florida at large, duly commissioned and qualified personally appeared A. J. Brye, to me well known, and who being by me first duly sworn, deposed and says, that this plat of the re-survey of said subdivision of Lot Thirty-three (33) is a true, correct and exact reproduction of the original plat of subdivision of said subdivision of Lot Thirty-three (33), which was heretofore made by him, the said A. J. Brye, and which original plat of subdivision was lost or destroyed before being filed or recorded, and according to which original plat of said subdivision he, Dependent as the then owner in fee simple of all the lots shown on this plat, heretofore sold and conveyed the subdivision lots shown on this plat numbered 6, 7, 9 and 10 to one Albert L. Kennan, and also sold and conveyed lot 8 likewise shown to one William Boyle, and which said lot was subsequently conveyed to the said Albert L. Kennan and that he Dependent, thereafter sold and conveyed the remaining lots shown on this plat to others, and the Dependent further states that this plat of the re-survey of said subdivision Lot 33 shows accurately and correctly the identical lots heretofore sold and conveyed by him as aforesaid according to said original subdivision plat of said subdivision Lot 33, which was destroyed as aforesaid, and of which plat this plat is an exact reproduction.







MAP OF A BOUNDARY SURVEY FOR
**MONATHAN E. HART &
JENNIFER B. HART,**
TAX PARCEL Nos.
17-214-04-0000-0000-0000
17-214-04-0000-0000-0000
PORTIONS OF SECTION 34 AND SECTION 37,
TOWNSHIP 2 NORTH,
RANGE 24 EAST,
NASSAU COUNTY, FLORIDA



PLAT "A" RECORD REAL DESCRIPTION
PLAT 500, PAGE 228, MANASSA COUNTY RECORDS:
 LOTS THREE (3), FOUR (4) AND FIVE (5), PLAT OF THE RE-SURVEY OF A.J. BRITZ'S SUBDIVISION OF
 CERTAIN LOTS, COMMENCED THIRTY-THREE (33) OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17)
 NORTH, RANGE SEVENTY-THREE (73) EAST, ACCORDING TO THE PLAT OF SAID SECTION SEVENTEEN (17), BY
 JOHN C. WILSON, CIVIL ENGINEER, OF MANASSA COUNTY, FLORIDA, PLAT BOOK 2, PAGE 386, RECORDS
 OF MANASSA COUNTY, FLORIDA, SAID PLAT OF RE-SURVEY RECORDED IN PLAT BOOK 2, PAGE 386
 OF SAID COUNTY, FLORIDA.

TRACT "B," LEGAL DESCRIPTION BY SURVEYOR:
A PORTION OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 24 EAST,
RANGE 10 WEST, COUNTY OF GARFIELD, STATE OF NEW MEXICO,
THE AFORESAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER
OF THE TRACT "A," AND PROCEED ALONG THE SOUTHERN LINE
SAYED TO BE 66.67 FEET TO A POINT;
THENCE N 89° 32' 30" E A DISTANCE OF 361.18' TO E CORNER OF

GENERAL NOTES:
THE MAP OR PLAT IS BASED UPON RADAR SURVEY DATA AND NO ADJUSTMENTS WERE MADE.
THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN THE SURVEY TOLERANCE OF 1/1000 FEET.
THE SURVEY TOTAL STATION AND Carlson 3000S AND 3000T GPS EQUIPMENT IN CONJUNCTION WITH UNDESTRUCTED DATA OF THE SITE WERE SUPPLIED USING DUAL FREQUENCY, REAL TIME ANIMATED GPS METHODS WITH A RELATIVE POSITIONAL ACCURACY $\leq 4.0(17+50 \text{ ppm})$.
THE DATA WAS COLLECTED AT 10 Hz. THERE WERE NO OTHER ENVIRONMENTAL ISSUES AT ANY PLAT LOCATIONS.

REFERENCES:
MAP OF BOUNDARY
LAND SURVEYING
No. C-281. MAP

FLOOD NOTE:
THIS PROPERTY IS SHOWN TO LIE IN FLOOD HAZARD
ZONE "X" (UNSHADED) ON FIRM NO.
20060145F, DATED DECEMBER 17, 2010.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: February 15, 2024

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

SUBJECT: Town Council approval of position process for Joel Hall's transition from introductory/probationary status to regular full-time.

BACKGROUND:

Joel Hall was hired November 16, 2023, in an introductory/probationary status. His probationary period ends February 15, 2024.

FINANCIAL IMPACT:

This is a current budgeted position. The financial impact is that the position will now be eligible for health insurance benefits.

RECOMMENDATION:

Town Council approval of position process for Joel Hall's transition from introductory/probationary status to regular full-time.

**HILLIARD PARKS & RECREATION
PUBLIC WORKS DIRECTOR
Position Process**

Regular Meeting: November 16, 2023

Applicant: Joel G, Hall, P.E.
391066 Prospect Landing Road
Hilliard, Florida 32046

Position: Public Works Director

Salary: \$70,000.00 (To be reviewed during the next Budget)

Qualifications: Bachelor of Science, 1983 Agricultural Engineering
Master of Science, 1985 Agricultural Engineering
Environmental Engineering Minor
Registered Professional Civil Engineer in Florida (41926)
University of GA, Carl Vinson Institute of Government
Certificate of Local Government Management
(Management Development Program) 10/2018
34 Years Experience in Consulting Engineering and
Utilities Operation and Management Large & Small
Municipal, Private, and Federal Clients
Project Management
Water & Wastewater Design
Environmental Permitting
Construction Management
Design Management
Pipeline and Pump Stations
Facility Master Planning
Water Resource Management
Reclaimed Water
Budget Analyst
People Management
Training Development
Report Creation
Windows XP and Microsoft Programs
DL Valid Florida Driver's License

Position Starts: November 27, 2023 (November 16, 2023, Agenda)
Introductory/Probationary Period

Position Status: February 15, 2023, Agenda
Regular Full Time/Exempt Position

Conditions of Employment:

The offer of employment is contingent upon the following: Satisfactory results of background investigations and/or medical examination or inquiry, including a drug screen test.

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

Public Works Director Position Process

Advertised:

Nassau County Record – 10/04/2023 & 10/11/2023

Westside Journal – 10/05/2023 & 10/12/2023

Town Website – 09/29/2023 – 11/02/2023

INDEED – 09/29/2023 – 11/02/2023

18 Total Applications and/or Resumes were received in the office and from INDEED.

4 Workshops were held on 10/23/2023, 10/30/2023, 11/02/2023 & 11/06/2023.

10/30/2023 – The Town Council reviewed all applications and decided to interview and rank the top six (6) applicants.

1 Jason Bergendahl

2 Joel Hall

3 Cory Hobbs

4 Jeff Schultz (Cancelled)

5 Bert Warren

6 Jody Wildes

The following interviews were conducted:

11/02/2023

1 Jason Bergendahl

2 Cory Hobbs

11/06/2023

3 Joel Hall

4 Bert Warren (Cancelled)

5 Jody Wildes

11/06/2023 – The Town Council completed the interview process and ranked the applicants individually. The Council decided to enter negotiations with the number one (1) ranked applicant Joel Hall.

11/16/2023 – The number one (1) ranked applicant Joel Hall accepted the position and agreed to start November 27, 2023.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: February 15, 2024

FROM: ***John P. Beasley, Hilliard Action Committee Chair – Mayor***

SUBJECT: Town Council approval of the 2024 Hilliard Action Committee (HAC) events schedule.

BACKGROUND:

See attached events schedule.

FINANCIAL IMPACT:

TBD.

RECOMMENDATION:

Town Council approval of the 2024 Hilliard Action Committee (HAC) events schedule.

2024 EVENTS

SCHEDULE

- FOOD TRUCK FRIDAYS (LAST FRIDAY OF THE MONTH- ALL YEAR)
- THE TOWN OF HILLIARD'S ANNUAL TOWN CLEAN UP (MARCH 23RD)
- THE TOWN OF HILLIARD'S ANNUAL CAR SHOW (APRIL 6TH)
- HILLIARD COLOR RUN (JUNE 1ST)
- THE TOWN OF HILLIARD & TOWN OF CALLAHAN ANNUAL FIREWORKS DISPLAY (JULY – NC FAIR GROUNDS)
- HOLIDAY GOLF CART PARADE (JUNE 29TH & DECEMBER 28TH)
- HILLIARD HARVEST FESTIVAL (SEP 28TH)
- THE TOWN OF HILLIARD'S ANNUAL VETERAN'S DAY CEREMONY (NOVEMBER 9TH)
- THE TOWN OF HILLIARD'S ANNUAL PARADE OF TREES (NOVEMBER 25TH- JANUARY 6TH)
- THE TOWN OF HILLIARD'S ANNUAL TREE LIGHTING (NOVEMBER 30TH)
- SANTA ON THE FIRETRUCK (DECEMBER 14TH)

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
Joel Hall P.E., Public Works Director
Gabe Whittenburg, Parks & Rec Director

TOWN ATTORNEY

Christian Waugh

MINUTES

THURSDAY, FEBRUARY 01, 2024, 7:00 PM

NOTICE TO PUBLIC

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

PLEDGE OF CIVILITY

WE WILL BE RESPECTFUL OF ONE ANOTHER
EVEN WHEN WE DISAGREE.

WE WILL DIRECT ALL COMMENTS TO THE ISSUES.

WE WILL AVOID PERSONAL ATTACKS.

"Politeness costs so little." – ABRAHAM LINCOLN

CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

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

REGULAR MEETING

ITEM-1 Additions/Deletions to Agenda

ITEM-11 Oxford Street Sewer Force Main update and discussion

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

ITEM-12 Discuss regarding how Items should be added to Monthly Workshop Agendas.

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

ITEM-13 Request to move ITEM-5 to ITEM-13 the last item on the Agenda due to the Attorney joining the meeting late.

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

ITEM-2 Town Council Approval to Adopt Resolution No. 2024-04, Supporting the Expansion of Tourism Development Tax to the Town of Hilliard.
Lisa Purvis, MMC – Town Clerk

Gil Langley, President, and CEO of Amelia Island Convention & Visitors Bureau, speaks on the reasoning behind Resolution No. 2024-04 and how the Bed Tax will increase Tourism Development.

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

ITEM-3 Town Council Approval of the Capital Purchase of the Battle Armor Designs 2022 Culvert Cleaner Package that includes 3' Bucket Mount and Two Culvert Cleaner Extensions for a total cost of \$5,695.00.
Joel Hall P.E. – Public Works Director

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

ITEM-4 Town Council Approval of The Vietnam Traveling Memorial Wall Agreement between the Town of Hilliard and the Vietnam and All Veterans of Brevard, Inc.
John P. Beasley – Mayor

Mayor Beasley explains the Agreement for the Vietnam Traveling Memorial Wall, as well as possible places for it to be put pending the approval of council members, such as the Hilliard Football Field or the Northeast Florida Fairgrounds. Asks for approval for the \$1,000.00 deposit needed once the agreement is signed to hold the Town's scheduled date in April 2025.

Town Attorney Christian Waugh, states he has reviewed the agreement and proposes a possible per diem limit, such as \$500.00 per person to the two men that will travel with the Wall.

Motion to approve the \$1,000.00 deposit and to use the federal per diem rate.

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

- ITEM-6 Town Council Approval of the Workshop Minutes beginning October 2, 2023, through January 4, 2024.

Lisa Purvis, MMC - Town Clerk

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

- ITEM-7 Town Council Approval of the Minutes for the January 18, 2024, Regular Meeting.

Lisa Purvis, MMC - Town Clerk

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

- ITEM-8 Town Council Approval of Teledyne Instruments, Inc., Payable through December 28, 2023, Project Name: 2 GLS Samplers, in the amount of \$7,172.95.

CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$7,172.95

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

- ITEM-9 Town Council Approval of Cantrell Ray Real Estate, LLC, Payable through January 18, 2024, Project Name: Florida Department of Transportation Land North in the amount of \$2,500.00

**FDOT PTGA 100% GRANT FUNDED PROJECT LUMP SUM GRANT
\$464,000.00**

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

- ITEM-10 Town Council Approval of the Keep Nassau Beautiful Town Clean Up Donation for Fiscal Year 2023-2024, to Keep Nassau Beautiful in the amount of \$2,000.00

BUDGETED DONATION FROM GENERAL FUND

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

ADDED ITEMS

ITEM-11 Town Council discussion regarding the Oxford Street Sewer Force Main Bids.

Town Clerk, Lisa Purvis, states that this project is one of the first Legislative Appropriations that the Town received in the amount of \$609,000 and that there was a shortfall with the bids received Wednesday, January 31, 2024, in the amount of \$55,170. She continues stating that the Town Engineer has asked if the Town Council will approve funding the shortfall and if they will he will make recommendation to award the bid at the February 15, 2024, Regular Meeting.

Motion is made to fund the shortfall from the Capital Budget for said project to be able to move forward.

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

ITEM-12 Town Council to Discuss how Items should be Added to Monthly Workshop Agendas.

Items to be added as they are received and based on estimated duration for each.

ITEM-5 Town Council to consider approval of Land Acquisition Contract to Purchase Land at the North End of the Hilliard Airpark with Funds being Reimbursed by FAA & FDOT Grant Funds and Hilliard Aviation, Inc. Funds.

Lisa Purvis, MMC – Town Clerk

Town Clerk Lisa Purvis, states that the three Land Acquisition Agreements are contingent on the FDOT and FAA approval, and said agreements give landowners until February 9, 2024, to approve and move forward with the closing date no later than May 29, 2024, that would then give them 90 days to vacate the properties.

Town Attorney Christian Waugh, states that he approves the agreements to be sent out to the property owners.

Motion is made to approve contracts.

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

ADDITIONAL COMMENTS

PUBLIC

John Hart, 37270 Lee Street, Hilliard, FL, states that he would like his questions answered regarding the right of way as he has been waiting over four months for said answers. He continues by stating that he has enjoyed working with the Town's Land Use

Administrator, Lee Anne Wollitz, on this issue.

Land Use Administrator Lee Anne Wollitz, states that this issue will be on the February 15, 2024, Agenda.

MAYOR & TOWN COUNCIL

Councilman Michaels, states that the Basketball at the Parks & Recreation Department has been rocking and rolling.

Council President Sims, states that he has been in contact with Parks & Recreation Director, Gabe Whittenburg, and that he has been in contact with several different municipalities regarding their Community Centers. After Mr. Whittenburg gathers all the needed information, he would like to have a workshop scheduled to discuss said information.

Mayor Beasley, states that he has also been in contact with the Parks & Recreation Director, Gabe Whittenburg, and that he has told him that he's confident the community center can be built within budget based on the research he has done thus far. At opening day of basketball, he mentions how Gabe Whittenburg has been running back and forth between gyms.

Thanks the Town Council for approving the Veteran's Wall, and continues by stating per Alicia Head, Administrative Assistant & Event Coordinator, that she has already had multiple people contact her wanting to assist with the cost of the Veteran's Wall.

He states that he is trying to set up a meeting on February 12, 2024, to discuss the fireworks, where he also plans to mention the Veteran's Wall to the Town of Callahan.

On January 25, 2024, Town Council went to Tallahassee for Rural Counties Day and that he still feels optimistic for the Town to get the funding it needs. It was a great day for networking with other counties, and as well as the state legislators. He thanks Council President Sims for driving that day as well as the First Baptist Church of Boulogne for allowing the Town Council and Department Heads to use their bus.

ADMINISTRATIVE STAFF

PRESENT:

Town Clerk Lisa Purvis

Public Works Director Joel Hall

ABSENT:

Parks & Recreation Director, Gabe Whittenburg

Public Works Director Joel Hall, states that the department has repurposed the generator that was once used at the fire station in the Old Town Hall and now thanks to the Assistant Public Works Director Cory Hobbs, they have an additional portable generator in their fleet. He states that he will get his department's monthly summary to Town Council within the next week.

Town Clerk Lisa Purvis, states that the Town received the Request for Proposals for the CDBG Water Main Project for Administrative & Engineering Services. The Town only received one for each, one from Mittauer and the other from Fred Fox. Therefore, a ranking process will not be necessary. However, she states that she will put them in a workshop for the Town Council to review.

She continues with Rural Counties Day, stating how they got to meet the Secretary of State Cord Byrd and Chief Administrative Staff, Allison Carter. Senator Payne, Senator Clay Yarbrough and Representative Dean Black.

The next HAC Meeting will be held Monday, March 4, 2024, at 7:00 p.m., and Mayor Beasley, Chair or Alicia Head, Co-Chair, will have a list of events for 2024 to present to the Town Council at the February 15, 2024, Regular Meeting.

Mayor Beasley, states that he is giving all department heads five weeks to get the needed information to him so that he can present the State of the Town Address.

TOWN ATTORNEY

Town Attorney Christian Waugh, states that regarding the right of way issue the answer will not change and that it is a question of fact. He continues by stating he will be ready to discuss this in depth at the next Town Council Meeting on February 15, 2024.

ADJOURNMENT

Motion to adjourn at 7:56 p.m.

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

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

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

Kenneth A. Sims, Sr.
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

Fluidyne Corporation

5436 Nordic Drive, Suite D
Cedar Falls, Iowa 50613 U.S.A.
Phone: 319-266-9967
Fax: 319-277-6034

Invoice

ITEM-14

DATE	INVOICE #
1/29/2024	7255

BILL TO
Town of Hilliard PO Box 249 Hilliard, FL 32046

SHIP TO
Town of Hilliard 37261 Ruby Drive Hilliard, FL 32046 1-904-424-4530

PROJECT	TERMS	DUE DATE	SHIP	PURCHASE ORDER	
Hilliard, FL	Net 30	2/28/2024	1/25/2024	120823JH	
ITEM CODE	DESCRIPTION			AMOUNT	AMOUNT
Equipment	One (1) New Allen Bradley spare replacement PanelView Plus 10 in. touch screen with adaptor plate to mount into existing panel cut out location. No new PLC is included. A test PLC, rack and I/O will be loaded and tested at our facility in Iowa. The test PLC will be programmed with the current application program and tested with the new PanelView. The new PanelView is an upgraded color 10" touch screen. The PanelView will be loaded with the current application program. The PanelView will be tested with a spare PLC that matches the existing PLC at our facility in Iowa. The PanelView will comp assembled on an adaptor plate with hardware to be mounted on the existing panel cut out location. Project is Sales Tax Exempt - Town Of Hilliard is tax exempt.			6,730.00	6,730.00
Shipping & Han...				37.72	37.72
				Total	\$6,767.72

All accounts not paid within stated terms of sale are subject to a finance charge applied at a monthly rate of 2 percent not to exceed the maximum allowable by law, to the previous balance without deducting current payments and or credits. Accounts past due may be turned over for collection, all legal and collection fees associated with the recovery of this debt will be debtor's responsibility.

LAMPE, ROY & ASSOCIATES, INC.

APPRAISERS - CONSULTANTS

1912 Hamilton Street, Suite 204
Jacksonville, Florida 32210
(904) 388-7020
FAX (904) 388-9298

January 31, 2024

Lisa Purvis, MMC
Town Clerk
The Town of Hilliard
15859 County Road 108
Hilliard, FL 32046
lpurvis@townofhilliard.com

Appraisal Review of the January 18, 2024 Appraisal by Cantrell Ray
Real Estate, LLC on the Residential Property Lying on 2.23 Acres
of Land at 371118 Eastwood Road in Hilliard, Nassau County, Florida;
Our File 5168

AMOUNT DUE:

\$1,100

JRL

*Payment is appreciated upon receipt. Balances which remain unpaid for
thirty days will accrue late fees at the rate of 1.5% per month.*