

HILLIARD TOWN COUNCIL MEETING

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

TOWN COUNCIL MEMBERS

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

ADMINISTRATIVE STAFF

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

TOWN ATTORNEY

Christian Waugh

AGENDA

THURSDAY, JANUARY 02, 2025, 7:00 PM

NOTICE TO PUBLIC

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

PLEDGE OF CIVILITY

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

CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

- ITEM-1** Florida League of Cities to Present Council President Sims with the Mayor John Land Years of Service Award for 20 Years of Service to the Town of Hilliard.
Lisa Purvis, MMC – Town Clerk
- ITEM-2** Town Clerk to administer the Oath of Office to Re-Elected Town Council Members, Kenny Sims, Lee Pickett, and Jared Wollitz.
Lisa Purvis, MMC – Town Clerk
- ITEM-3** Town Council to appoint the Town Council President and Town Council Pro Tem for the 2025 Calendar Year for the Organization of Office.
Lisa Purvis, MMC – Town Clerk
- ITEM-4** Town Council to appoint the Town Council Department Commissioners for the 2025 Calendar Year for the Organization of Departments.
Lisa Purvis, MMC – Town Clerk

REGULAR MEETING

ITEM-5 Additions/Deletions to Agenda

ITEM-6 Town Council adoption of Resolution No. 2025-01, approving the 2025 Holiday Schedule for the Town of Hilliard.
Lisa Purvis, MMC – Town Clerk

ITEM-7 Town Council approval of the Capital Budget Expenditure for the repair to Manhole 53 in the amount of \$9,170.00.
Cory Hobbs – Interim Public Works Director

ITEM-8 Town Council approval of the termination of Luke Headington within the probationary period in the Administrative Assistant Position.
Lisa Purvis, MMC – Town Clerk

ITEM-9 Town Council approval of the Minutes for December 12, 2024, Joint Workshop & Workshop, and December 19, 2024, Public Hearing & Regular Meeting.
Lisa Purvis, MMC – Town Clerk

ADDED ITEMS

ADDITIONAL COMMENTS

PUBLIC

MAYOR & TOWN COUNCIL

ADMINISTRATIVE STAFF

TOWN ATTORNEY

ADJOURNMENT

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

TOWN COUNCIL MEETINGS

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

PLANNING & ZONING BOARD MEETINGS

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

MINUTES & TRANSCRIPTS

Minutes of the Town Council meetings can be obtained from the Town Clerk's Office. The Meetings are usually recorded but are not transcribed verbatim for the minutes. Persons

requiring a verbatim transcript may make arrangements with the Town Clerk to duplicate the recordings, if available, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be at the expense of the requesting party.

TOWN WEBSITE & YOUTUBE MEETING VIDEO

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

Live & recorded videos can be accessed at www.youtube.com search - Town of Hilliard, FL.

ADA NOTICE

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

APPEALS

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

PUBLIC PARTICIPATION

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

EXPARTE COMMUNICATIONS

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

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: January 2, 2025

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

SUBJECT: Florida League of Cities to Present Council President Sims with the Mayor John Land Years of Service Award for 20 Years of Service to the Town of Hilliard.

BACKGROUND:

Florida League of Cities Mayor John Land, the Years of Service Awards named in honor of long-time Apopka Mayor John Land who served his city for more than 60 years, this award honors elected municipal officials for their years of dedicated public service. Tonight, we are honoring Council President Sims for 20 Years of Service to the Town of Hilliard. Council President Sims was elected on November 2, 2004, and took his first Oath of Office on January 6, 2005. Attached please find the 20-year journey that Council President Sims has had serving the Town of Hilliard.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Florida League of Cities to Present Council President Sims with the Mayor John Land Years of Service Award for 20 Years of Service to the Town of Hilliard.

**JANUARY 2, 2025 - 7PM
COUNCIL PRESIDENT SIMS
20 YEARS PUBLIC SERVICE AWARD**

**FLOC MAYOR JOHN LAND YEARS OF SERVICE AWARD HONORING ELECTED
MUNICIPAL OFFICIALS FOR THEIR YEARS OF DEDICATED PUBLIC SERVICE**

**One Council Seat Election
Three Year Term**

November 2, 2004 Election

Donald Humphrey	183
Kenneth A Sims, Sr.	336
Matt Waggoner	206
Patricia Webb	204
TOTAL VOTES CAST	929

1st Oath of Office - January 6, 2005 - 3 Years

One Council Seat Election

Three Year Term Extended to Five Year Term

November 2, 2007 Election

Kenny Sims	UNOPPOSED
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2nd Oath of Office - January 3, 2008 - 5 Years

November 4, 2008 Election

ORD NO. 2008-14 ADOPTED 10/16/2008 EXTENDED SIMS TERM 2 YEARS FROM 2010 TO 2012

REFERENDUM ON BALLOT TO HOLD ELECTIONS EVEN YEARS ONLY 3 YEAR TERMS TO 4 YEAR TERMS

**3 Council Seat Election
Four Year Term**

November 6, 2012 Election

Jack Bailey	408
Lee Pickett	598
Kenny Sims	728
Patricia Webb	445
TOTAL VOTES	2179

3rd Oath of Office - January 3, 2013 - 4 Years**3 Council Seat Election****Four Year Term****November 8, 2016 Election**

Jack Bailey	409
Lee Pickett	624
Kenny Sims	716
Patricia Webb	434
Jared Wollitz	518
TOTAL VOTES	2701

4th Oath of Office - January 5, 2017 - 4 Years**3 Council Seat Election****Four Year Term****November 3, 2020 Election**

Kenny Sims	765
Lee Pickett	769
Jared Wollitz	774
James King	470
TOTAL VOTES	2778
OVER VOTES	3
UNDER VOTES	1500

**STRAW POLE LIQUOR YES OR NO IN CITY LIMITS - YES = 631 & NO = 415
POLE VOTES CAST 1046**

5th Oath of Office - January 7, 2021 - 4 Years**3 Council Seat Election****Four Year Term****November 5, 2024 Election**

Jared Wollitz	839
Lee Pickett	865
Kenny Sims	828
Michael R. Dykes	343
TOTAL VOTES	2875

6th Oath of Office - January 2, 2024- 4 Years

COUNCIL PRESIDENT SIMS YEARS OF SERVICE INFORMATION

2013-2023 Council Pro Tem
 2024-Present Council President
 2024-Present Nassau County Economic Development Board Member
 11/2/2004 Election - Qualified Candidate Elected
 2005-2011 No Elections - Qualified Candidates Unopposed
 11/6/2012 Election - Qualified Candidate Elected
 11/8/2016 Election - Qualified Candidate Elected
 11/3/2020 Election - Qualified Candidate Elected
 11/5/2024 Election - Qualified Candidate Elected
 6 Oaths of Office - Including January 2, 2025
 4 Mayors
 5 Town Attorneys
 12 Town Council Members

YEARS	MEETINGS	ORDINANCES	RESOLUTIONS	COMMISSIONER
2005	54	12	17	STREETS
2006	45	12	11	STREETS
2007	51	19	9	STREETS
2008	65	19	12	STREETS
2009	57	8	12	STREETS
2010	49	8	22	STREETS
2011	51	13	17	STREETS
2012	34	2	11	STREETS
2013	45	2	17	AIRPARK
2014	40	3	17	AIRPARK
2015	62	4	15	AIRPARK
2016	49	5	21	AIRPARK
2017	46	19	14	STREETS
2018	52	11	21	WATER & SEWER
2019	53	12	17	STREETS
2020	66	12	15	STREETS
2021	58	10	28	STREETS
2022	55	8	16	STREETS
2023	67	17	24	STREETS
2024	49	14	21	STREETS
20 Years Totals	1048	210	337	

COUNCIL PRESIDENT SIMS YEARS OF SERVICE INFORMATION

4 - MAYORS

- 1 - 12 YEARS Mayor - David Buchanan 2/1999-1/2017 (1/2005-1/2017)
- 2 - 2 YEARS Mayor - Cris McConnell 1/2017-12/2018
- 3 - 4 YEARS Mayor - Floyd L. Vanzant 1/2019-12/2022
- 4 - 2 YEARS PLUS Mayor - John P. Beasley 1/2023-Present

5 - TOWN ATTORNEYS

- 1 - 2 YEAR 6 MOS. Town Attorney - Robert Peters 1/1998-7/2007 (1/2005-7/2007)
- 2 - 7 YEARS 11 MOS. Town Attorney - Steve Fahlgren 8/2007-6/2015
- 3 - 3 YEARS 4 MOS. Town Attorney - Sherri Renner 6/2015-10/2018
- 4 - 1 YEAR Town Attorney - Reba Pearce 12/2018-12/2019
- 5 - 4 YEARS PLUS Town Attorney - Christian Waugh 1/2020-Present

12 - TOWN COUNCIL MEMBERS

- 1 - 7 YEARS 5 MOS. Town Council - Cris McConnell 2/1997-12/2005 & 9/2010-1/2017 (1/2005-12/2005 & 9/2010-1/2017)
- 2 - 18 YEARS Town Council - John P. Beasley 1/2001-12/2022 (1/2005-12/2022)
- 3 - 5 YEARS 9 MOS. Town Council - Andy Anderson 11/2002-9/2010 (1/2005-9/2010)
- 4 - 1 MOS. Town Council - Alton Crews 1/2003-1/2005 (1/2005-1/2005)
- 5 - 9 YEARS 11 MOS. Town Council - Jack Bailey 1/2005-12/2012 & 1/2017-12/2018
- 6 - 7 YEARS Town Council - Donald Humphrey 1/2006-12/2012
- 7 - 4 YEARS Town Council - Patricia Webb 1/2013-12/2016
- 8 - 12 YEARS PLUS Town Council - Lee Pickett 1/2013-Present
- 9 - 9 YEARS PLUS Town Council - Jared Wollitz 1/2017-Present
- 10 - 4 YEARS Town Council - Callie Kay Bishop 1/2019-12/2022
- 11 - 2 YEARS PLUS Town Council - Dallis Hunter 1/2023-Present
- 12 - 2 YEARS PLUS Town Council - Joe Michaels 1/2023-Present



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: January 2, 2025

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

SUBJECT: Town Clerk to administer the Oath of Office to Re-Elected Town Council Members, Kenny Sims, Lee Pickett, and Jared Wollitz.

BACKGROUND

The Oath of Office is administered by the Town Clerk the first meeting in January of each year following the General Election held the prior November.

Oath of Office:

Council Member, Kenny Sims – 4 Year Term
Council Member, Lee Pickett – 4 Year Term
Council Member, Jared Wollitz – 4 Year Term

FINANCIAL IMPACT

None.

RECOMMENDATION

None.

**OATH OF OFFICE
FIRST REGULAR MEETING IN JANUARY FOLLOWING
ELECTION**

1. I _____ do solemnly swear
(State your First & Last Name)
2. that I will support the Constitution and Government
3. of the United States of America, and of the State of Florida,
4. against all enemies domestic or foreign,
5. and that I will bear faith and allegiance to the same,
6. that I will support the Charter and ordinances
7. of the Town of Hilliard, in Nassau County, Florida,
8. and that I am entitled to hold office
9. under the Constitution and Laws of the State of Florida,
10. and under the Charter of Hilliard,
11. in Nassau County, Florida,
12. and that I will perform the duties of
13. Town Council Member in
14. and for said Town,
15. upon which I am now about to enter
16. so, help me God.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: January 2, 2025

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

SUBJECT: Town Council to appoint the Town Council President and Town Council Pro Tem for the 2025 Calendar Year for the Organization of Office.

BACKGROUND:

The Organization of Office is held at the first meeting in January of each year and is for the Town Council to appoint the Council President and Pro Tem for the calendar year.

Currently:
Council President Kenny Sims
Council Pro Tem Lee Pickett

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Town Council to appoint the Town Council President and Town Council Pro Tem for the 2025 Calendar Year for the Organization of Office.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: January 2, 2025

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

SUBJECT: Town Council to appoint the Town Council Department Commissioners for the 2025 Calendar Year for the Organization of Departments.

BACKGROUND:

The Organization of Departments is held at the first meeting in January of each year and is for the Town Council to appoint the Department Commissioners for the calendar year.

Currently:

- Council President Kenny Sims, Streets Department Commissioner
- Council Pro Tem Lee Pickett, Water & Sewer Department Commissioner
- Council Member Joe Michaels, Parks & Recreation Department Commissioner
- Council Member Jared Wollitz, Fire Department Commissioner
- Council Member Dallis Hunter, Airpark Department Commissioner

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Town Council to appoint the Town Council Department Commissioners for the 2025 Calendar Year for the Organization of Departments.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: January 2, 2025

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

SUBJECT: Town Council adoption of Resolution No. 2025-01, approving the 2025 Holiday Schedule for the Town of Hilliard.

BACKGROUND:

The Town of Hilliard Personnel Policy Section 303 Holidays states that the Town's recognized holiday dates will be adopted by Resolution annually at the first regular meeting of the Town Council held in January.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Town Council adoption of Resolution No. 2025-01, approving the 2025 Holiday Schedule for the Town of Hilliard.

RESOLUTION NO. 2025-01

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILLIARD, FLORIDA, A MUNICIPAL CORPORATION; ADOPTING RECOGNIZED HOLIDAY DATES FOR THE TOWN OF HILLIARD; AT ITS FIRST MEETING OF THE TOWN COUNCIL HELD IN JANUARY; AS OUTLINED IN THE PERSONNEL POLICY MANUAL; AS IT RELATES TO HOLIDAYS UNDER THE EMPLOYEE BENEFIT PROGRAMS SECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Hilliard desires to adopt recognized holiday dates annually at the first regular meeting of the Town Council held in January.

NOW THEREFORE BE IT RESOLVED, by the Hilliard Town Council that:

SECTION 1.

The Town of Hilliard Town Hall Office will be closed in observance of the following Holiday’s and Holiday time off will be granted to all regular full-time employees on the dates listed below:

- | | |
|----------------------------------|------------------------------|
| 1. Martin Luther King, Jr. Day | Monday, January 20, 2025 |
| 2. Memorial Day | Monday, May 26, 2025 |
| 3. Independence Day | Friday, July 4, 2025 |
| 4. Labor Day | Monday, September 1, 2025 |
| 5. Veterans Day | Tuesday, November 11, 2025 |
| 6. Thanksgiving Day | Thursday, November 27, 2025 |
| 7. Friday after Thanksgiving Day | Friday, November 28, 2025 |
| 8. Christmas Eve | Wednesday, December 24, 2025 |
| 9. Christmas Day | Thursday, December 25, 2025 |
| 10. New Year’s Eve | Wednesday, December 31, 2025 |
| 11. New Year’s Day | Thursday, January 1, 2026 |

SECTION 2.

This resolution shall become effective upon adoption.

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

Kenneth A. Sims
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor



AGENDA ITEM REPORT TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: January 2, 2025

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

SUBJECT: Town Council approval of the Capital Budget Expenditure for the repair to Manhole 53 in the amount of \$9,170.00.

BACKGROUND:

Atlantic Pipe Services LLC state contract through Volusia County Master Agreement No. 780 12439-1 (Solicitation # 22-B112LS) for proposal 6073 for repair to Manhole 53 located at the intersection of Oxford Street and West First Street.

FINANCIAL IMPACT:

\$9,170.00.

RECOMMENDATION:

Town Council approval of the Capital Budget Expenditure for the repair to Manhole 53 in the amount of \$9,170.00.



FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

1420 Martin Luther King Jr Blvd
 Sanford, FL 32771
 (407) 792-1360
 info@atlanticpipe.us

PROPOSAL

6073

CUSTOMER: TOWN OF HILLIARD	PHONE: 904-719-1012	DATE: 12/13/2024
STREET: 15859 West County Road 108	JOB NAME: Oxford St & W 1st St Repairs	
CITY/STATE/ZIP: Hilliard, FL, 32046	JOB LOCATION: Oxford St & W 1st St, Hilliard, FL, 32046	
ATTN: Cory Hobbs	E-MAIL: chobbs@townofhilliard.com	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
Seq: Sewer Repairs				
1.00	Sectional CIPP Liner 6'x6"	EA	2,600.00	2,600.00
1.00	Sectional CIPP Liner 4'x8"	EA	2,450.00	2,450.00
8.00	Cleaning and CCTV Inspection of 6-12 inch Sewer Mains	HRS	515.00	4,120.00
TOTAL				9,170.00

ANY UNFORSEEN OR ABNORMAL PIPELINE OR SITE CONDITIONS WILL BE SUBJECT TO RENEGOTIATION WITHOUT PENALTY TO APS

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

- 1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum may be billed at the hourly rate
- 2) Emergency Call Outs will be subject to increased rates.
- 3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified
- 4) Travel Time charges are assessed on a job by job basis
- 5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at \$75.00 per set.
- 6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site
- 7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

Atlantic Pipe Services is committed to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.

We propose to hereby furnish the following:

Volusia County Master Agreement No 780 12439-1 (Solicitation # 22-B-112LS)

1420 Martin Luther King Jr Blvd
 Sanford, FL 32771
 (407) 792-1360
 info@atlanticpipe.us

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.				

CUSTOMER RESPONSIBILITIES

CUSTOMER RESPONSIBILITIES

- Local Dump-Site for safe disposal of debris / waste material removed from Project Location
- Local Metered Water Source
- Exposure of structures and access to all work areas without delay
- Stabilized Access to Work Areas - Two Wheel Drive Accessible
- Access to secure site for equipment storage
- Maintenance of Traffic - If Applicable

Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site

Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renegotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE	Erin Hans - Project Estimator	DATE	12/13/2024
SIGNATURE	Erin Hans <small>Digitally signed by Erin Hans DN: cn=Erin Hans, c=US, email=erinhans@atlanticpipe.us the author of this document Location: Date: 2024.12.13 13:11:05.00</small>		

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER			
PRINT NAME / TITLE		DATE	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

ITEM-7

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771
(Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

CUSTOMER RESPONSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a) Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d) Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f) Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.



Master Agreement

NO. 780 12439 - 1

ITEM-7

TERM: 2022-08-02 to 2025-08-02

Page 1 of 4

Date Issued: 08/08/2022

Vendor contact: Name: Ryan Clayton Phone: 407-792-1360 E-mail: info@atlanticpipe.us		County contact: Name: ALAN FERGUSON Phone: 386-822-6465 E-mail: AFerguson@volusia.org	Bill To: County of Volusia UTILITIES OPERATION 3151 E New York Ave., 2nd Floor DELAND, FL 32724
Vendor Name: Atlantic Pipe Services LLC 3918 MOORES STATION RD SANFORD, FL 32773		Vendor No. VS8930	Ship To: UTILITIES OPERATION ""PROJECT SITE"" VOLUSIA COUNTY, FL 32724
Solicitation Number: 22-B-112LS Award Date: 2022-08-02 Award Authorization: COUNCIL	Purchasing LISA SMITH Phone: 386-822-5788 E-mail: mlsmith@volusia.org Ext.: 15788 Payment Terms: Net 45 Days, FOB Dest, Freight allowed		
Document Description: Sewer Main Jet/Vac Cleaning & Sewer Line Video Inspection			

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	91381	HOUR	Cleaning of 6-12 inch sewer mains	300.000000
2	91381	HOUR	Vacuum Clean 4'-12' diameter manholes/lift station wet wells	300.000000
3	91381	HOUR	CCTV Inspection of 6-12 inch Sewer Mains	215.000000
4	91381	HOUR	Pressure Grouting	325.000000
5	91381	GAL	Grout Material	30.000000
6	91381	EA	Sectional CIPP Liner **See price sheet for cost of sizes**	0.000000
7	91381	HOUR	Cleaning and CCTV Inspection of 6-12 inch sewer mains	515.000000
8	91381	HOUR	Additional Laborer -as needed with County approval	1.000000

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.
 If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

ITEM-7

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions
Providing any good or service constitutes acceptance of this entire PO or MA without exception.
In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.



Master Agreement

NO. 780 12439 - 1

ITEM-7

TERM: 2022-08-02 to 2025-08-02

Page 3 of 4

Date Issued: 08/08/2022

A handwritten signature in black ink that reads "Pam Wilsky".

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

*County of Volusia
Sales Tax Exemption Number
85-8012622393C-9*

Remainder of page is blank

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UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

OXFORD ST. & W 1st ST

Notice to Client: APS Control sheet is a summary of the work performed and deficiencies located during the inspection. The purpose of the summary is not to be used as recommendations for any repairs. The client must determine what deficiencies must be addressed.

VIDEO #	PIPE RUN		INSPECTION PIPE DETAILS			DATE	DEFECT TYPE	DEFECT LOCATION	CLOCK POSITION	RECOMMENDED REPAIR	QTY
	FROM	TO	DIAMETER	MATERIAL	TOTAL LEN						
1	MH-2	CO	6	CP	44.7	MWS	Broken pipe w/Infil drip Longitudinal cracks Crack multiples w/Roots fine and Infil-drip	0 0 to 4.0 33	11 to 1 8 to 3	Pressure Grout/8"x4' Sectional Liner 6"x5' Sectional Liner	
2	CO-1	MH-2	4	PVC	56.2	MWS	Misc Water sag	29.2 to 43.1			

Description	Unit	Cost per Unit
Cleaning of 6-12 inch sewer mains	HOUR	\$ 300.00
Vacuum Clean 4'-12' diameter manholes/lift station wet wells	HOUR	\$ 300.00
CCTV Inspection of 6-12 inch Sewer Mains	HOUR	\$ 215.00
Pressure Grouting	HOUR	\$ 325.00
Grout Material	GALLON	\$ 30.00
Sectional CIPP Liner 2' X 8"	EACH	\$ 2200.00
Sectional CIPP Liner 4' x 8"	EACH	\$ 2450.00
Sectional CIPP Liner 6' x 8"	EACH	\$ 2650.00
Sectional CIPP Liner 2' x 6"	EACH	\$ 2100.00
Sectional CIPP Liner 4 x 6"	EACH	\$ 2350.00
Sectional CIPP Liner 6' x 6"	EACH	\$ 2600.00
Sectional CIPP Liner 2' x 10"	EACH	\$ 2350.00
Sectional CIPP Liner 4' x 10"	EACH	\$ 2600.00
Sectional CIPP Liner 6' x 10"	EACH	\$ 2850.00
Cleaning and CCTV Inspection of 6-12 inch sewer mains	HOUR	\$ 515.00
Additional Laborer -as needed with County approval	HOUR	\$ 1.00



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: January 2, 2025

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

SUBJECT: Town Council approval of the termination of Luke Headington within the probationary period in the Administrative Assistant Position.

BACKGROUND:

This item was to be placed on the last agenda when the replacement was being recommended for hire to fill the position.

FINANCIAL IMPACT:

NA

RECOMMENDATION:

Town Council approval of the termination of Luke Headington within the probationary period in the Administrative Assistant Position.

HILLIARD TOWN COUNCIL MEETING

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

TOWN COUNCIL MEMBERS

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

ADMINISTRATIVE STAFF

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

TOWN ATTORNEY

Christian Waugh

HILLIARD PLANNING AND ZONING BOARD MEETING

BOARD MEMBERS

Wendy Prather, Chair
Charles A. Reed, Vice Chair
Harold "Skip" Frey, Board Member
Josetta Lawson, Board Member
Kevin Webb, Board Member

ADMINISTRATIVE STAFF

Lee Anne Wollitz
Land Use Administrator

PLANNING AND ZONING ATTORNEY

Christian Waugh

MINUTES

THURSDAY, DECEMBER 12, 2024, 6:00 PM

CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor John Beasley
Council President Kenny Sims
Council Pro Tem Lee Pickett
Councilman Jared Wollitz
Councilman Dallis Hunter
Councilman Joe Michaels
Planning & Zoning Board Vice Chair, Charles A. Reed
Planning & Zoning Board Member, Harold "Skip" Frey
Planning & Zoning Board Member, Josetta Lawson
Planning & Zoning Board Member, Kevin Webb
Town Clerk, Lisa Purvis
Interim Public Works Director, Cory Hobbs
Parks & Recreation Director, Gabe Whittenburg
Land Use Administrator, Lee Anne Wollitz

ABSENT

Planning & Zoning Board Chair, Wendy Prather

PRESENTATIONS

WORKSHOP

- ITEM-1 Holland Walk – Planned Unit Development
Courtney Gaver, Attorney – Roger Towers
- Roger Towers' Attorney, Courtney Gaver, and Ben Buchanan of Intact Construction presented a proposed Planned Unit Development, Holland Walk, to the Town Council and Planning & Zoning Board. The Planned Unit Development (PUD) will feature 23 single-family lots, along with townhome lots that include recreational and common areas spread across 9.87 acres. Mr. Buchanan emphasized that this development is intended as a tribute to his parents' legacy, vowing to ensure it will be of the highest quality. At the conclusion of the presentation, Mr. Buchanan gifts the Town an easel he constructed for future presentations.
- ITEM-2 Planning & Zoning Board and Town Council to review and discuss the presentation of the Holland Walk Planned Unit Development.
Lee Anne Wollitz – Land Use Administrator
- Mr. Buchanan outlines the plan, which includes six houses on 65 x 110 lots with 5-foot side setbacks. Councilman Wollitz suggests expanding the existing house plans, while Council Pro Tem Pickett inquires about using a 6-inch waterline across Pine Street. Councilman Wollitz also asks whether the cottages would be rented or owned to which Mr. Buchanan confirms they would be owned. Mrs. Gaver elaborates, mentioning that ownership would be established through deeds and conveyance. Council President Sims asks that if a lift station is required to be installed that it not be a propane generator but instead a diesel generator. Mrs. Gaver explains that there would be a traffic turnaround with a single gated exit. Mr. Buchanan highlights plan for a monument sign, and the engineer confirms that a fire truck would be able to enter and turn around safely. A discussion follows about pushing the houses back to create deeper driveways and additional parking. Councilman Wollitz questions whether the stormwater pond could be used for irrigation, but Mrs. Gaver states she would need to check with the St. Johns River Water Management District (SJRWMD). The engineer clarifies that current regulations would not permit this. Councilman Wollitz also suggests adding a fountain to the retention pond.
- ITEM-3 Planning & Zoning Board and Town Council to review and discuss “working updates” to the Sign Article VII of the Town Code.
Lee Anne Wollitz – Land Use Administrator
- After an extensive discussion on enforcing updates to the Sign Article VII of the Town Code, the Town Council deliberates on initiating the Public Hearing process with Land Use Administrator Lee Anne Wollitz.
- ITEM-4 Town Council to review, discuss, and interview potential Planning & Zoning Board Members.
Lee Anne Wollitz – Land Use Administrator

Councilman Wollitz requests that the Planning & Zoning Board provide a recommendation to the Town Council.
Land Use Administrator Wollitz plans to propose, at the December 19, 2024, Regular Meeting, a 30-day extension for two board members.
She also intends for the Planning & Zoning Board to interview potential candidates during their January meeting.
Town Clerk Lisa Purvis is tasks with contacting the Town Attorney regarding the Planning & Zoning Board members.
Land Use Administrator Wollitz reviews the rules governing board membership.

ADJOURNMENT

Motion to adjourn at 7:35 p.m.

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

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

Kenneth A. Sims, Sr.
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

HILLIARD TOWN COUNCIL MEETING

Hilliard Town Hall / Council Chambers
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Post Office Box 249
Hilliard, FL 32046

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ADMINISTRATIVE STAFF

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

TOWN ATTORNEY

Christian Waugh

MINUTES

THURSDAY, DECEMBER 12, 2024, 7:40 PM

CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor John Beasley
Council President Kenny Sims
Council Pro Tem Lee Pickett
Councilman Jared Wollitz
Councilman Dallis Hunter
Councilman Joe Michaels
Town Clerk, Lisa Purvis
Interim Public Works Director, Cory Hobbs
Parks & Recreation Director, Gabe Whittenburg

WORKSHOP

ITEM-1 Town Council to review and discuss the Lead Wastewater Specialist, Jody Wildes, position.

Cory Hobbs – Interim Public Works Director

Jody Wildes, Lead Wastewater Specialist, addresses the Town Council, requesting that his job description be updated to better reflect his actual responsibilities. Councilman Michaels inquires whether Mr. Wildes is seeking the Public Works Director position.

ITEM-2 Town Council to review and discuss advertising at Town Events and Fees for Town Events.

Dallis Hunter – Councilman

The Town Council moves this item into Item-3.

ITEM-3 Town Council to review and discuss the current Parks & Recreation Resolution No. 2021-10, for Fees and capturing details regarding Town Events.

Gabe Whittenburg – Parks & Recreation Director

The Town Council discusses allowing only organized and approved events at Town Parks. Sponsor advertising at Town Events is discussed and the need for developing advertisement size, location, when, where and how many to allow. Establishing pricing guidelines for food trucks is discussed.

ADJOURNMENT

Motion to adjourn at 8:27 p.m.

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

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

Kenneth A. Sims, Sr.
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

HILLIARD TOWN COUNCIL MEETING

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

TOWN COUNCIL MEMBERS

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

ADMINISTRATIVE STAFF

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

TOWN ATTORNEY

Christian Waugh

MINUTES

THURSDAY, DECEMBER 19, 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

PUBLIC HEARING

ITEM-1 Ordinance No. 2024-13 – Amending the Hilliard Comprehensive Plan, Future Land Use Map Designation of that certain property consisting of approximately 6.5 acres, more or less; located on the east side of US Highway 1 and south of Crepe Myrtle Lane and more particularly described in Attachment "A" Legal Description, Hilliard, Florida, Nassau County Parcel ID No. 05-3N-24-0000-0028-0000; from Agricultural to High Density Residential; providing for severability; and providing for an effective date.

Mayor Beasley

Call for Public Comments
Close Public Hearing on Ordinance No. 2024-13

Following no public comments, motion is made to close the Public Hearing at 7:05 p.m.

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

TOWN COUNCIL ACTION

Town Council to consider adopting Ordinance No. 2024-13, and to set a Public Hearing & Final Reading for January 16, 2025.

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

Councilman Wollitz inquires with Land Use Administrator Lee Anne Wollitz about the current status of the development process.

Lee Anne explains that tree mitigation has already been coordinated with Town Attorney Christian Waugh and is included on the January Monthly Workshop Agenda.

At the December meeting, the Planning & Zoning Board submitted a recommendation with a 4-1 vote. Meanwhile, the developers are in negotiations with the Nassau County School Board due to the Interlocal Agreement, which requires them to pay concurrency before the final Public Hearing. Failure to do so would prevent the Future Land Use Map Amendment and Planned Unit Development from moving forward. Councilman Wollitz requests a site visit. In response, Land Use Administrator Lee Anne Wollitz offers to arrange individual site visits for each council member.

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

ITEM-2

Ordinance No. 2024-14 – Rezoning the property consisting of approximately 6.5 acres, more or less, located on the east side of US Highway 1 south of Crepe Myrtle Lane, more particularly described in Attachment “A”, Legal Description; specifically described in Attachment “B” Written Description; and Attachment “C” Site Plan; Hilliard Florida, Nassau County Parcel ID No. 05-3N-24-0000-0028-0000; from Agricultural A-1 to PUD, Planned Unit Development; providing for severability, repealer, and setting and effective date.

Mayor Beasley

Call for Public Comments
Close Public Hearing on Ordinance No. 2024-14

Chad Brock, 37021 Crepe Myrtle Lane, a Certified Landscape Architect and adjacent property owner encourages the Town Council members to visit the property. He clarifies that while he is not opposed to development, he is dedicated to preserving live oaks. With two Certified Arborists on his staff and 35 years of experience preserving live oaks on large projects, Brock emphasizes the importance of their protection.

He also requests a permit from the Fish and Wildlife Service for the relocation of gophers and suggests installing fencing around the property to safeguard his land, particularly because he has a pond. Brock concludes by strongly urging the Town Council to conduct a site visit.

Motion to close the Public Hearing at 7:17 p.m.

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

TOWN COUNCIL ACTION

Town Council to consider adopting Ordinance No. 2024-14, and to set a Public Hearing & Final Reading for January 16, 2025.

Ms. Shalene Estes of Forestar Real Estate, located at 14785 Old St. Augustine Road, Jacksonville, expresses concerns that the lack of a completed tree mitigation ordinance by the Town is forcing them to proceed with the project without full clarity. Ms. Estes notes that Forestar has scientists addressing the turtle-related requirements. Regarding fencing, she mentions that it was discussed during the Planning & Zoning Board meeting and confirms that the fence would encompass the entire property. Ms. Estes also highlights challenges with the Nassau County School Board's concurrency process, which differs significantly from other County's and on previous projects. This inconsistency makes it difficult for Forestar to commit to an undefined fee schedule or code.

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

REGULAR MEETING

ITEM-3 Additions/Deletions to Agenda

No additions to or deletions from the agenda.

ITEM-4 Town Council Approval of the Hilliard Volunteer Fire Department 2024 Run Reimbursements.

Lisa Purvis, MMC – Town Clerk

Councilman Wollitz, states that he will be abstaining from voting due to his son receiving reimbursement.

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

ITEM-5 Town Council to set the Annual Joint Workshop with the Nassau County School Board.

Lisa Purvis, MMC – Town Clerk

Motion to set a Workshop on Tuesday, January 21, 2025, at 6:00 p.m.

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

ITEM-6 Town Council approval of the updated Lead Wastewater Specialist, Jody Wildes, position description.

Cory Hobbs – Interim Public Works Director

Interim Public Works Director Cory Hobbs, states that he has no objection.

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

ITEM-7 Town Council approval of the Town Clerk's recommendation to fill the Town Hall Administrative Assistant vacant position.

Lisa Purvis, MMC – Town Clerk

Motion to hire Rachael Sparkman for the Administrative Assistant Position at Grade 3, Step 7. Starting January 6, 2025, as Non-Exempt Full-time, for an Introductory Probationary Period.

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-8 Town Council to consider extending Planning & Zoning Board Members Harold "Skip" Frey and Charles A. Reed's terms by 30 days until Thursday, January 30, 2025.

Lee Anne Wollitz – Land Use Administrator

Motion made by Councilman Hunter, Seconded by Councilman Wollitz.

Councilman Hunter and Councilman Wollitz withdraw their Motion and Second.

Motion to not extend Planning & Zoning Board Members terms by 30 days, and to reappoint Harold "Skip" Frey and Charles A. Reed for a 3-year term to the Planning & Zoning Board.

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

Councilman Hunter states that the Town has advertised, and the Town Council stated that they would conduct interviews.

- ITEM-9 Town Council to discuss and approve a process for interviewing and appointing candidates for the Planning & Zoning Board as the terms end each year.
Lee Anne Wollitz – Land Use Administrator

Mayor Beasley suggests initiating the process for identifying potential candidates 60 to 90 days before the terms conclude. The Town Council requests that this item be added to the agenda for the January Monthly Workshop.

- ITEM-10 Town Council approval of the Minutes for the December 5, 2024, Regular Meeting.
Lisa Purvis, MMC – Town Clerk

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

- ITEM-11 Town Council approval of First Coast Mulch, Payable through December 11, 2024, Project Name: Buck Park Playground Mulch in the amount of \$14,073.20.
CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$10,000

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-12 Town Council approval of Island Hopper Home Repair LLC, Payable through December 11, 2024, Project Name: Gym Maintenance in the amount of \$23,750.00.
CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$40,000

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

- ITEM-13 Town Council approval of Miller Electric Company, Payable through November 30, 2024, Project Name: Equipment – Generator & Electric in the amount of \$17,847.02.
CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$30,200

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-14 Town Council approval of Nassau County Council on Aging Donation for Fiscal Year 2024-2025, to assist Seniors in Hilliard with their Water and Sewer Bills in the amount of \$10,000.00.
BUDGETED DONATION FROM WATER AND SEWER PENALTY FEES COLLECTED

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-15 Town Council approval of Strength Depot, Payable through December 3, 2024, Project Name: Fitness Center Equipment in the amount of \$5,999.00.
CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$10,000

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

- ITEM-16 Town Council approval of the Hold Harmless Agreement allowing CCR Woodlands to cross Town Property (Mikkelson Estate) for timber removal.
Christian Waugh – Town Attorney

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-17 Town Council approval for Town Attorney to file lawsuit against Anchor Communications, LLC for damages incurred on the US 1 Sewer Line from fiber optic boring.
Christian Waugh – Town Attorney

Motion for Town Attorney to file suit to recover the damages in the amount of \$20,958.07.

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

ADDITIONAL COMMENTS

PUBLIC

Timothy Fisk, of 27146 West First Avenue, requests that the Public Works Department address a cracked sidewalk on West Fifth Street, emphasizing the need for repair. He also mentions that a Town resident commented on Fisk's perceived vendetta against the Town, which Fisk denies. However, he feels that the Town has a vendetta against him, referencing remarks made by the Town Attorney to the Town Clerk at the previous meeting. Fisk requests access to all text and email communications sent and received between 6:30 p.m. and 9:30 p.m. involving the Mayor, Town Clerk, and Town Council Members on the following dates: November 7, 2024, November 21, 2024, December 5, 2024, and December 19, 2024.

Martin Stratton, of 37113 Ingham Road, requests that the Town Council consider revising the lot size requirements for the A-1 Agricultural Districts to allow for half-acre lots.

MAYOR & TOWN COUNCIL

Mayor Beasley, extends warm wishes for a Merry Christmas and a Happy New Year. He announces that the next Town Council meeting will take place on Thursday, January 2, 2025, at 7:00 p.m., during which three Council members will be sworn in. He also reminds everyone about the Golf Cart Parade scheduled for Saturday, December

28, 2024, accompanied by food trucks.

Councilman Wollitz, shares that the Hilliard Volunteer Fire Department Santa Run was a success, with generous donations of \$500 each from Winn-Dixie and Walmart. He expresses heartfelt gratitude to the department.

Councilman Michaels, wishes everyone a Merry Christmas and a happy, prosperous New Year.

Councilman Hunter, extends wishes for a Merry Christmas and a Happy New Year as well.

Council Pro Tem Pickett, also wishes everyone a Merry Christmas and shares his joy at seeing Santa around Town during the Santa Run.

ADMINISTRATIVE STAFF

PRESENT:

Town Clerk, Lisa Purvis

Interim Public Works Director, Cory Hobbs

Interim Assistant Public Works Director, Charles Chavarria

ABSENT:

Parks & Recreation Director, Gabe Whittenburg

Interim Public Works Director Cory Hobbs, extends his wishes for a Merry Christmas and a Happy New Year.

TOWN ATTORNEY

Town Attorney Christian Waugh, also wishes everyone a Merry Christmas and a Happy New Year, noting that he looks forward to seeing everyone at the January 2, 2025, meeting.

ADJOURNMENT

Motion to adjourn at 8:07 p.m.

Motion made by Council President Sims, Seconded by Councilman Hunter.

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

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

Kenneth A. Sims, Sr.
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor