

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, SEPTEMBER 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

REGULAR MEETING

ITEM-1 Additions/Deletions to Agenda

ITEM-2 Town Council to approve the Grant Administration Services Contract from Fred Fox Enterprises, Inc. for the FDEM Hurricane/Community Shelter Grant # F0122 Project in the amount of \$189,900.00.
Lisa Purvis, MMC – Town Clerk

ITEM-3 Town Council approval to adopt Resolution No. 2024-15, authorizing the submission of an application for the Florida Recreation Development Assistance Program (FRDAP) to the Florida Department of Environmental Protection for State of Florida Fiscal Year 2025-2026. For the Oxford Street Park Phase V.
Lisa Purvis, MMC – Town Clerk

ITEM-4 Town Council approval to adopt Resolution No. 2024-16, authorizing the submission of an application for the Florida Recreation Development Assistance Program (FRDAP) to the Florida Department of Environmental Protection for

State of Florida Fiscal Year 2025-2026. For the Town Hall Park Phase II.
Lisa Purvis, MMC – Town Clerk

ITEM-5 Town Council approval of the capital expenditure for the Old Town Hall & Volunteer Fire Department Generator Project, from Miller Electric Company in the amount of \$35,694.03.
Cory Hobbs – Interim Public Works Director

ITEM-6 Town Council approval of a 3% increase to Mr. Bryan Higginbotham’s agreement with the Town of Hilliard for Building Official, Building Inspection, and Plan Review Services.
Lisa Purvis, MMC – Town Clerk

ITEM-7 Town Council approval of the Minutes for the August 26, 2024, Workshop, the September 5, 2024, Public Hearing & Regular Meeting, and the September 10, 2024, Workshop.
Lisa Purvis, MMC – Town Clerk

ITEM-8 Town Council approval of AECOM Technical Services, Inc., Payable through August 30, 2024, Project Name: Environmental Assessment in the amount of \$8,250.00.
FDOT PTGA 100% GRANT FUNDED PROJECT LUMP SUM GRANT \$55,000

ADDED ITEMS

ADDITIONAL COMMENTS

PUBLIC

MAYOR & TOWN COUNCIL

ADMINISTRATIVE STAFF

TOWN ATTORNEY

ADJOURNMENT

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

TOWN COUNCIL MEETINGS

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

PLANNING & ZONING BOARD MEETINGS

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

MINUTES & TRANSCRIPTS

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

TOWN WEBSITE & YOUTUBE MEETING VIDEO

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

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

ADA NOTICE

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

APPEALS

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

PUBLIC PARTICIPATION

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

EXPARTE COMMUNICATIONS

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

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: September 19, 2024

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

SUBJECT: Town Council to approve the Grant Administration Services Contract from Fred Fox Enterprises, Inc. for the FDEM Hurricane/Community Shelter Grant # F0122 Project in the amount of \$189,900.00.

BACKGROUND:

This item was previously tabled at the September 19, 2024, regular meeting.

FINANCIAL IMPACT:

100% Grant Funded pending Florida Department of Emergency Managements contract approval in the amount of \$189,900.00.

RECOMMENDATION:

Town Council to approve the Grant Administration Services Contract from Fred Fox Enterprises, Inc. for the FDEM Hurricane/Community Shelter Grant # F0122 Project in the amount of \$189,900.00.

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 grant for the construction of a Community Center/Hurricane Shelter, said grant is being managed by the State of Florida Division of Emergency Management through grant **#F0122** 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 the Florida Division of Emergency Management.

5. Establish procedures relating to the procurement and implementation of services all pursuant to Division of Emergency Management requirements and regulations.
6. Provide technical assistance to the Local Government in procuring professional service contracts.
7. Establish and maintain a bookkeeping system that is acceptable to both the Florida Division of Emergency Management and the Auditor General's Office.
8. Monitor the various subsections of the Project in regard to all Florida Division of Emergency Management regulations and prepare all necessary and all requested responses to inquiries from Local, and State governmental units.
9. This contract is to complete the work as outlined in the State of Florida, Division of Emergency Management contract **#F0122** or as the contract may be amended.
10. The Consultant shall attend all meetings related to implementation of the State of Florida Division of Emergency Management, Grant #F0122 including but not limited to, public hearings, staff meetings, public informational meetings, etc.
11. Provide all reports relating to the project as required by the Florida Division of Emergency Management
Prepare all required or requested program amendments including the preparation of advertisements, and conducting required public hearings

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.
2. Establish and maintain construction contract files.
3. Establish procedures relating to the procurement and implementation of contractual services, all pursuant to the State of Florida Division of Emergency Management requirements and regulations.
4. Review all bid packages for Florida Division of Emergency Management contract compliance.
5. Establish and maintain labor standards compliance files for the Local Government, if required.
6. Attend the pre-construction conference.
7. Establish architect/engineer terms and conditions for incorporation in the bid package.
8. Obtain for the Local Government Florida Division of Emergency Management contractor clearances, if required.
9. Send notice on behalf of the Local Government to Florida Division of Emergency Management that the construction has commenced.
10. Approve all payment requests to ensure the payments are appropriate and proper documentation is included.
11. Be present at all Florida Division of Emergency Management monitoring visits and prepare the Local Government's response(s) to the Florida

Division of Emergency Management monitoring letters.

12. Complete and maintain files pertaining to the public facilities subsection of the project for use by the Local Government and interested citizens.
13. Represent the Local Government before any State boards or meetings regarding the public facilities subsection of the Project.
14. 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 Department of Emergency Management requirements.
2. To provide assistance in implementation of contractual services necessary to the Project per the requirements of any and all Florida Department of Emergency Management 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 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 State of Florida Division of Emergency Management Project and the issuance of a “Notice of Administrative Closeout” for the project by the Florida Division of Emergency Management.

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 One Hundred Eighty-Nine Thousand nine hundred dollars and 00/100 (\$189,900.00). 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 the Florida Division of Emergency Management and the Local Government subject, however, to receipt by the local government of funding from the Florida Division of Emergency Management 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 March 31, 2027 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 the Florida Division of Emergency Management.

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 Division of Emergency Management 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 for 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

FLORIDA DIVISION OF EMERGENCY MANAGEMENT AUDITS

If the Florida Division of Emergency Management 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. The Administrator agrees to reimburse to the Local Government any funds expended for transactions approved by the Administrator which are disallowed by the Florida Division of Emergency Management, 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 each party shall be responsible for their own respective audit or legal costs and, to the extent that actions they take or fail to take cause such costs for us, they should indemnify us for those costs.

ARTICLE 16

SOURCE OF FUNDING

The sole source of payment for this contract is the funding received through the Florida Division of Emergency Management Grant #F0122 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 Nassau County, Florida *OR* the United States District Court for the Middle District in Jacksonville, Florida.

ARTICLE 18

ACCESS TO RECORDS

- 1. The Local Government, Florida Division of Emergency Management, 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, 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 the Administrator fails to provide the public records to the Local Government within a reasonable time, the 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 22

PAYMENT OF ATTORNEY’S FEES

In the event of any litigation arising between the parties, the non-prevailing party shall be liable to pay all reasonable attorney fees and costs incurred by the prevailing party.

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:

ADMINISTRATOR:

John Beasley, Mayor
Town of Hilliard

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

ATTESTED BY:

ATTESTED BY:

Lisa Purvis, Town Clerk
Town of Hilliard

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 between placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Fred D. Fox (Signature)

Date:_____

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 ____day of _____, 2024.

NOTARY PUBLIC

My Commission Expires:

COST SUMMARY FOR NEGOTIATED CONTRACTS

GRANTEE: Town of Hilliard

GRANT NUMBER: #F0122

NAME AND ADDRESS: Fred Fox Enterprises, Inc.
 OF CONTRACTOR: P. O. Box 840338
St. Augustine, Florida 32080

DATE OF PROPOSAL: July 30, 2024

TYPE OF SERVICE TO
 BE FURNISHED: CDBG Grant Administration

=====

COST SUMMARY:

DIRECT LABOR: Estimated hrs x hrly rate = estimated cost

Consultant/Director	200 hrs x \$175. = \$ 35,000.00
Project Manager	400 hrs x \$150. = \$ 60,000.00
Grants Compliance Manager	240 hrs x \$125. = \$ 30,000.00
Clerical Support	150 hrs x \$75. = \$ 11,250.00

DIRECT LABOR TOTAL: \$ 136,250.00

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

Fringes 35% x 136,250.00 = \$ 47,687.50

INDIRECT COST TOTAL: \$ 47,687.50

OTHER INDIRECT COST: describe

N/A

OTHER INDIRECT COST: \$ 0.00

TOTAL ESTIMATED COST: \$183,937.50

PROFIT: \$ 5,962.50

TOTAL PRICE: \$189,900.00

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.

_____ By: _____
Date
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 ____ day of _____, 20____, by _____ as _____ for

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: _____
Printed name: _____
Commission No.: _____
My Commission Expires: _____

Personally Known, OR Produced Identification
Type of Identification Produced _____

Exhibit C

PAYMENT SCHEDULE

1. Draw #1: Completion of All Plans and Specifications and acceptance by Division of Emergency Management:	\$ 27,500.00
2. Draw #2: Execution of Construction Contract and Issuance of a "Notice To Proceed" to the Construction Contractor:	\$ 27,500.00
3. Draw #3: Construction is Twenty-Five Percent Complete:	\$ 27,500.00
4. Draw #4: Construction is Fifty Percent Complete:	\$ 27,500.00
5. Draw #5: Construction is Seventy-Five Percent complete:	\$ 27,500.00
6. Draw #6: Construction is Complete a "Certificate of Occupancy" is Issued for the Building:	\$ 27,500.00
7. Draw #7: Project is Closed Out by the Division of Emergency Management:	<u>\$ 24,900.00</u>
Total	\$189,900.00

EXHIBIT D
State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

SUMMARY RANKING SHEET

Town of Hilliard, Florida
State-Wide Emergency Shelter Plan (SESP) Grant # F0122
Grant Administration Services Request for Proposal

Firms Submitting Proposals:

1. FRED FOX ENTERPRISES, INC.
2. NORTH FLORIDA PROFESSIONAL SERVICES, INC.
3. ANSER ADVISORY CONSULTANTS, LLC

Ranking Summary Score

- | | |
|-------------------------|-----------------|
| 1. Highest Scoring Firm | Score 5 points. |
| 2. Second Scoring Firm | Score 4 points. |
| 3. Third Scoring Firm | Score 3 points. |
| 4. Fourth Scoring Firm | Score 2 points. |
| 5. Fifth Scoring Firm | Score 1 point. |

Reviewers	Firm 1	Firm 2	Firm 3		
Reviewer 1	85	78	78		
Reviewer 2	100	75	75		
Reviewer 3	100	60	60		
Reviewer 4	100	85	75		
Reviewer 5	100	83	73		
Reviewer 6	100	87	75		
TOTALS:	585	468	436		

Ranking

First Ranked Firm Fred Fox Enterprise, Inc.

Second Ranked Firm North Florida Professional Services, Inc.

Third Ranked Firm Anser Advisory Consultants, LLC



 Lisa Purvis, Town Clerk

8/8/2024

 Date

REQUEST FOR PROPOSAL
GRANT ADMINISTRATION SERVICES
TOWN OF HILLIARD
COMMUNITY CENTER / HURRICANE SHELTER
GRANT AGREEMENT NUMBER F0122

RFP #20240802

RECEIVED: AUGUST 1, 2024 @ 2P

- 1 FRED FOX ENTERPRISES, INC.
4425 US 1 SOUTH, SUITE 103
ST. AUGUSTINE, FL 32080
FRED FOX - (904) 810-5183 - fred.fox@fredfoxenterprises.com

- 2 NORTH FLORIDA PROFESSIONAL SERVICES, INC.
4168 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216
BRANDON STUBBS - (877) 335-1525 - bstubbs@nfps.net

- 3 ANSER ADVISORY CONSULTING, LLC
529 EAST CROWN POINT ROAD, SUITE 170
OCONEE, FL 34761
COREY BURBACH - (949) 680-9232- corey.burbach@anseradvisory.com

RANKING SHEET

Town of Hilliard, Florida
 State-Wide Emergency Shelter Plan (SESP) Grant # F0122
 Grant Administration Services Request for Proposal

Reviewer Name: JARED WOLLITZ

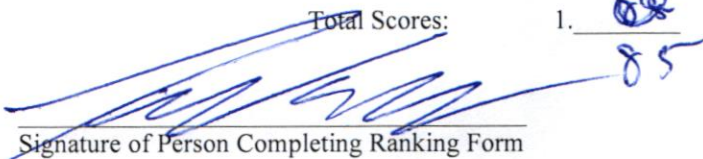
Reviewer Number ONE

Firms Submitting Proposals:

1. FRED FOX ENTERPRISES, INC.
2. NORTH FLORIDA PROFESSIONAL SERVICES, INC.
3. ANSER

RANKING CRITERIA	Firm #1	Firm #2	Firm #3		
1. Firm's Information and Experience: Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points	15	15	15		
2. Staff Qualifications and Experience: 20 years or more - 20 points 15 to 19 years - 15 points 10 to 14 years - 10 points 5 to 9 years - 5 points Less than 5 years - 0 points	15	15	15		
3. Firm's Approach to Implementing and Managing the Project: Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points	15	15	15		
4. Firm's References: 10 or more - 20 points less than 10 based on number submitted. Must submit at least 5 to be considered.	20	15	15		
5. Quality of Firm's References Excellent - 10 points Good - 7 points Fair - 5 points Poor - 5 points None - 0 points	10	10	10		
6. Price Lowest - 10 points 2 nd Lowest - 8 points 3 rd Lowest - 5 points 4 th Lowest - 3 points No Price - 0 points	189,900 10	294,510 3	294,510 3		

Total Scores: 1. ~~85~~ 2. 78 3. 78 4. _____ 5. _____


 Signature of Person Completing Ranking Form

08/08/2024
 Date

RANKING SHEET

Town of Hilliard, Florida
 State-Wide Emergency Shelter Plan (SESP) Grant # F0122
 Grant Administration Services Request for Proposals

Reviewer Name: Joe Michaels

Reviewer Number TWO

Firms Submitting Proposals:

1. FRED FOX ENTERPRISES, INC.

2. NORTH FLORIDA PROFESSIONAL SERVICES, INC.

3. ANSER

RANKING CRITERIA	Firm #1	Firm #2	Firm #3		
1. Firm's Information and Experience: Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points	20	15	15		
2. Staff Qualifications and Experience: 20 years or more - 20 points 15 to 19 years - 15 points 10 to 14 years - 10 points 5 to 9 years - 5 points Less than 5 years - 0 points	20	15	15		
3. Firm's Approach to Implementing and Managing the Project: Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points	20	15	15		
4. Firm's References: 10 or more - 20 points less than 10 based on number submitted. Must submit at least 5 to be considered.	20	15	15		
5. Quality of Firm's References Excellent - 10 points Good - 7 points Fair - 5 points Poor - 5 points None - 0 points	10	7	7		
6. Price Lowest - 10 points 2 nd Lowest - 8 points 3 rd Lowest - 5 points 4 th Lowest - 3 points No Price - 0 points	10	8	8		

Total Scores:

1. 100 2. 75 3. 75 4. 5.

Joe Michaels
 Signature of Person Completing Ranking Form

8/8/24
 Date

RANKING SHEET

Town of Hilliard, Florida

State-Wide Emergency Shelter Plan (SESP) Grant # F0122

Grant Administration Services Request for Proposals

Reviewer Name: Lee Pickett

Reviewer Number THREE

Firms Submitting Proposals:

1. FRED FOX ENTERPRISES, INC.

2. NORTH FLORIDA PROFESSIONAL SERVICES, INC.

3. ANSER ADVISORY CONSULTING, INC.

RANKING CRITERIA	Firm #1	Firm #2	Firm #3		
1. Firm's Information and Experience: Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points	20	10	10		
2. Staff Qualifications and Experience: 20 years or more - 20 points 15 to 19 years - 15 points 10 to 14 years - 10 points 5 to 9 years - 5 points Less than 5 years - 0 points	20	10	10		
3. Firm's Approach to Implementing and Managing the Project: Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points	20	10	10		
4. Firm's References: 10 or more - 20 points less than 10 based on number submitted. Must submit at least 5 to be considered.	20	20	20		
5. Quality of Firm's References Excellent - 10 points Good - 7 points Fair - 5 points Poor - 5 points None - 0 points	10	5	5		
6. Price Lowest - 10 points 2 nd Lowest - 8 points 3 rd Lowest - 5 points 4 th Lowest - 3 points No Price - 0 points	10	5	5		

Total Scores: 1. 100 2. 60 3. 60 4. 5.

Lee Pickett
Signature of Person Completing Ranking Form

8-8-24
Date

RANKING SHEET

Town of Hilliard, Florida
 State-Wide Emergency Shelter Plan (SESP) Grant # F0122
 Grant Administration Services Request for Proposals

Reviewer Name: Dellis Hunter

Reviewer Number FOUR

Firms Submitting Proposals:

1. FRED FOX ENTERPRISES, INC.
2. NORTH FLORIDA PROFESSIONAL SERVICES, INC.
3. ANSEIR

RANKING CRITERIA	FF	NPPS	ANSEIR		
1. Firm's Information and Experience: Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points	20	20	10		
2. Staff Qualifications and Experience: 20 years or more - 20 points 15 to 19 years - 15 points 10 to 14 years - 10 points 5 to 9 years - 5 points Less than 5 years - 0 points	20	20	20		
3. Firm's Approach to Implementing and Managing the Project: Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points	20	15	15		
4. Firm's References: 10 or more - 20 points less than 10 based on number submitted. Must submit at least 5 to be considered.	20	20	20		
5. Quality of Firm's References Excellent - 10 points Good - 7 points Fair - 5 points Poor - 5 points None - 0 points	10	7	7		
6. Price Lowest - 10 points 2 nd Lowest - 8 points 3 rd Lowest - 5 points 4 th Lowest - 3 points No Price - 0 points	10	3	3		

Total Scores: 1. 100 2. 85 3. 75 4. 5.

[Signature]
 Signature of Person Completing Ranking Form

8/8/24
 Date

RANKING SHEET

Town of Hilliard, Florida
 State-Wide Emergency Shelter Plan (SESP) Grant # F0122
 Grant Administration Service Request for Proposals

Reviewer Name: Kenny Sims

Reviewer Number FIVE

Firms Submitting Proposals:

1. FRED FOX ENTERPRISES, INC.
2. NORTH FLORIDA PROFESSIONAL SERVICES, INC.

3. ANSER

RANKING CRITERIA	Firm #1	Firm #2	Firm #3		
1. Firm's Information and Experience: Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points	20	15	15		
2. Staff Qualifications and Experience: 20 years or more - 20 points 15 to 19 years - 15 points 10 to 14 years - 10 points 5 to 9 years - 5 points Less than 5 years - 0 points	20	20	20		
3. Firm's Approach to Implementing and Managing the Project: Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points	20	15	15		
4. Firm's References: 10 or more - 20 points less than 10 based on number submitted. Must submit at least 5 to be considered.	20	20	10		
5. Quality of Firm's References Excellent - 10 points Good - 7 points Fair - 5 points Poor - 5 points None - 0 points	10	10	10		
6. Price Lowest - 10 points 2 nd Lowest - 8 points 3 rd Lowest - 5 points 4 th Lowest - 3 points No Price - 0 points	10	3	3		

Total Scores: 1. 100 2. 83 3. 73 4. 5.


 Signature of Person Completing Ranking Form

8-8-24
 Date

RANKING SHEET

Town of Hilliard, Florida
 State-Wide Emergency Shelter Plan (SESP) Grant # F0122
 Grant Administration Service Request for Proposals

Reviewer Name: JOHN P. BEASLEY

Reviewer Number SIX

Firms Submitting Proposals:

1. FRED FOX ENTERPRISES, INC.
2. NORTH FLORIDA PROFESSIONAL SERVICES, INC.
3. ANSWER ADVISORY CONSULTING INC

RANKING CRITERIA	Firm #1	Firm #2			
1. Firm's Information and Experience: Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points	20	15	15		
2. Staff Qualifications and Experience: 20 years or more - 20 points 15 to 19 years - 15 points 10 to 14 years - 10 points 5 to 9 years - 5 points Less than 5 years - 0 points	20	20	20		
3. Firm's Approach to Implementing and Managing the Project: Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points	20	15	15		
4. Firm's References: 10 or more - 20 points less than 10 based on number submitted. Must submit at least 5 to be considered.	20	20	5		
5. Quality of Firm's References Excellent - 10 points Good - 7 points Fair - 5 points Poor - 5 points None - 0 points	10	7	7		
6. Price Lowest - 10 points 2 nd Lowest - 8 points 3 rd Lowest - 5 points 4 th Lowest - 3 points No Price - 0 points	10	8	8		

Total Scores: 1. 100 2. 87 3. 75 4. _____ 5. _____

John P. Beasley
 Signature of Person Completing Ranking Form

8/8/2024
 Date



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: Sept 19, 2024

FROM: *Lisa Purvis, MMC – Town Clerk*

SUBJECT: Town Council approval to adopt Resolution No. 2024-15, authorizing the submission of an application for the Florida Recreation Development Assistance Program (FRDAP) to the Florida Department of Environmental Protection for State of Florida Fiscal Year 2025-2026. For the Oxford Street Park Phase V.

BACKGROUND:

See attached.

FINANCIAL IMPACT:

\$200,000 – 100% FDEP FRDAP Grant Funded

RECOMMENDATION:

Town Council approval to adopt Resolution No. 2024-15, authorizing the submission of an application for the FRDAP, for the Oxford Street Park Phase V.

RESOLUTION NO. 2024-15

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR STATE OF FLORIDA FISCAL YEAR 2025-2026.

WHEREAS, the Town of Hilliard desires to submit an application to the Florida Department of Environmental Protection for a Florida Recreation Development Assistance Program Grant to benefit the local residents.

WHEREAS, there is a present and growing need for outdoor recreation opportunities among persons of all ages within the Town of Hilliard, Florida corporate limits and among those visiting the area, and

WHEREAS, the Town recognizes this need for additional recreational opportunities; and

WHEREAS, meeting the increasing demand for, recreation opportunities can best be met with the development of Oxford Street Park Phase V as detailed in the application for funding in which the Town is submitting an application in the September 30, 2024 application cycle requesting \$200,000.00 in grant funds.

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

1. That the Town of Hilliard hereby authorizes the filing of an application for a Florida Recreation Development Assistance Program Grant, and
2. That the Mayor of the Town of Hilliard is hereby authorized to execute all documents required in connection with the filing of said application to be submitted on September 30, 2024.

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: Sept 19, 2024

FROM: *Lisa Purvis, MMC – Town Clerk*

SUBJECT: Town Council approval to adopt Resolution No. 2024-16, authorizing the submission of an application for the Florida Recreation Development Assistance Program (FRDAP) to the Florida Department of Environmental Protection for State of Florida Fiscal Year 2025-2026. For the Town Hall Park Phase II.

BACKGROUND:

See attached.

FINANCIAL IMPACT:

\$200,000 – 100% FDEP FRDAP Grant Funded

RECOMMENDATION:

Town Council approval to adopt Resolution No. 2024-16, authorizing the submission of an application for the FRDAP, for the Town Hall Park Phase II.

RESOLUTION NO. 2024-16

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR STATE OF FLORIDA FISCAL YEAR 2025-2026.

WHEREAS, the Town of Hilliard desires to submit an application to the Florida Department of Environmental Protection for a Florida Recreation Development Assistance Program Grant to benefit the local residents.

WHEREAS, there is a present and growing need for outdoor recreation opportunities among persons of all ages within the Town of Hilliard, Florida corporate limits and among those visiting the area, and

WHEREAS, the Town recognizes this need for additional recreational opportunities; and

WHEREAS, meeting the increasing demand for, recreation opportunities can best be met with the development of Town Hall Park Phase II as detailed in the application for funding in which the Town is submitting an application in the September 30, 2024 application cycle requesting \$200,000.00 in grant funds.

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

1. That the Town of Hilliard hereby authorizes the filing of an application for a Florida Recreation Development Assistance Program Grant, and
2. That the Mayor of the Town of Hilliard is hereby authorized to execute all documents required in connection with the filing of said application to be submitted on September 30, 2024.

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: September 19, 2024

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

SUBJECT: Town Council approval of the capital expenditure for the Old Town Hall & Volunteer Fire Department Generator Project, from Miller Electric Company in the amount of \$35,694.03.

BACKGROUND:

This is a request to approve the lowest bidder and engineer’s recommendation for Miller Electric Company to furnish labor, materials, tools, and supervision for the electrical installation of the generator for the Old Town Hall and Volunteer Fire Department.

FINANCIAL IMPACT:

Lump Sum Amount - \$35,694.03

RECOMMENDATION:

Town Council approval of the capital expenditure for the Old Town Hall & Volunteer Fire Department Generator Project, from Miller Electric Company in the amount of \$35,694.03.



MILLER ELECTRIC COMPANY
Powering the Possibilities

PO Box 1799
6805 Southpoint
Jacksonville, FL 32216
TOLL FREE: 800.554.4761
FAX: 904.389.8653
www.mecojax.com

ITEM-5

September 12, 2024

Town Of Hilliard
15859 W County Rd 108
Hilliard, Florida 32046

Re: Town of Hilliard Old Town Hall & Volunteer Fire Department Generator Project

Ladies and Gentlemen,

We are pleased to submit our proposal to furnish labor, materials, tools and supervision for the electrical installation on the above referenced project as per the drawings and specifications provided.

Our price includes and is based on the following:

Inclusions:

1. Provide labor to disconnect electrically and remove existing panels and automatic transfer switch listed in the drawings.
2. Provide and install one 1.5" conduit from the existing disconnect to the existing 25kw generator.
3. Provide and install three 1/0 THHN copper conductors with a #6 ground from the generator to the disconnect and from the disconnect to a new automatic transfer switch.
4. Provide and install one 1" control conduit with wiring for the start circuits and a battery charging circuit to each of the listed automatic transfer switches.
5. Provide all hand digging for the underground conduit installation.
6. Provide and install the following switchgear package
 - 6.1. 225 Amp MCB Panel MDP-FH
 - 6.2. 100 Amp MCB Panel ELP-FD
 - 6.3. 100 Amp MCB Panel ELP-OTH
 - 6.4. ATS-FD 100 Amp
 - 6.5. ATS-OTH 100 Amp
 - 6.6. SE Rated 200 Amp Fused Disconnect DS-OTH
 - 6.7. 125 Amp Fuses for existing disconnect DS-G
 - 6.8. 2- Surge Protection Device (SPD) with a 200kA rating and a intergral disconnect
7. Provide and install conduit and or wiring to extend existing circuits to the new emergency panels listed in the provided drawings.
8. Provide any necessary splice boxes needed to extend re-routed circuits or to reconnect existing circuits to new replacement panels.
9. Electrical Permitting.



MILLER ELECTRIC COMPANY
Powering the Possibilities

PO Box 179
 6805 Southpoint
 Jacksonville, FL 32216
 TOLL FREE: 800.554.4761
 FAX: 904.389.8653
 www.mecojax.com

ITEM-5

Clarifications:

1. Pricing is valid for thirty (30) days
2. All work will be performed in strict accordance with NFPA 70E, Miller Electric Safety Policy, OSHA 29CFR1910.333 and OSHA 29CFR1926.416.
3. All work shall be performed during our normal working hours Monday through Thursday between 7:00am and 5:30pm.
4. All removed electrical panels or transfer switches will be delivered and turned over to the Town of Hilliards storage area.
5. Any excavated areas will be covered and hand graded.
6. No resodding or seeding has been allocated in this pricing.

Our Lump Sum Price is in the amount of.....\$35,694.03

Labor.....\$11,206.96

Materials.....\$24,487.07

Add Alternate for Generac Services.....\$2,411.25

We appreciate the opportunity to submit our proposal and look forward to working with you on this and any other projects you may have in the future.

Sincerely,

MILLER ELECTRIC COMPANY

Robbie Thomas, Sr. Project Manager



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: Sept. 19, 2024

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

SUBJECT: Town Council approval of a 3% increase to Mr. Bryan Higginbotham’s agreement with the Town of Hilliard for Building Official, Building Inspection, and Plan Review Services.

BACKGROUND:

Bryan Higginbotham has provided Building Official, Building Inspection, and Plan Reivew Services to the Town of Hilliard since April 1, 2021. Mr. Higginbotham is requested an increase to his existing agreement of 3% or \$1,020.00, annually.

FINANCIAL IMPACT:

Current contract \$33,990.
Proposed contract \$35,010.

RECOMMENDATION:

Town Council approval of the Agreement for Building Official, Building Inspection, and Plan Reivew Service Contract with Bryan Higginbotham of Higginbotham Brothers Construction, Inc.

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

This Professional Services Agreement (hereinafter 'Agreement') is made and executed on this _____ day of _____, 2024, by and between the Town of Hilliard and Higginbotham Brothers Construction, Inc. (hereinafter referred to as "Contractor").

RECITALS

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

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

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

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

1. Contractor agrees to provide professional building code administration, building inspections and plan review services to Town of Hilliard for projects not to exceed a construction value of 2 million dollars, for the term of October 1, 2024 to October 1, 2025, effective on the date this Agreement is signed by all parties. Projects with a construction value in excess of 2 million dollars shall be contracted separately. This agreement may be extended on an annual basis with a 3 percent cost increase and approval by Town of Hilliard Town Council.
2. Town of Hilliard agrees to retain Contractor to serve as Building Official for the Town of Hilliard.
3. In payment for the Contractor performing the services described in this Agreement, Town of Hilliard agrees to pay Contractor professional fees at a rate of \$35,010.00 annually. Contractor agrees to submit to Town of Hilliard monthly invoices

for services rendered, for which the Town of Hilliard agrees to pay Contractor within thirty (30) days. If this Agreement is initiated or terminated outside of a monthly billing time period, Town of Hilliard shall pro rate payment according to the number of days services were actually provided and received.

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

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

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

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

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

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

10. This Agreement may be terminated, with or without cause and for convenience, by either party by giving thirty (30) days written notice to the other party.

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

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

Contractor
Bryan Higginbotham
11086 J. D. Smith Trail
Glen St. Mary, FL 32040

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

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

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

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

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

Town of Hilliard,

Kenneth A. Sims, Council President
Dated: _____

Contractor:
Higginbotham Brothers Construction, Inc.

Bryan Higginbotham, as
Authorized Representative
Dated: _____

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

MONDAY, AUGUST 26, 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
Town Clerk, Lisa Purvis
Parks & Recreation Director, Gabe Whittenburg
Town Attorney, Christian Waugh (Phone)

ABSENT

Interim Public Works Director, Cory Hobbs

WORKSHOP

ITEM-1 Town Council to negotiate with the No. 1 ranked Architectural Firm, PQH Group, for Architectural & Engineering Services for the FDEM Hurricane Shelter / Community Center Grant from the Requests for Qualifications received on August 1, 2024, ranked on August 8, 2024, and interviewed on August 15, 2024.
Lisa Purvis, MMC – Town Clerk

Negotiations are in progress between the Town Council and the PQH Group, discussing the following topics:

- Town Clerk Lisa Purvis informs the PQH Group that the grant agreement expiration date is March 31, 2027.
- PQH Group requests a copy of the grant.
- Town Clerk Lisa Purvis informs the PQH Group that Mike Tibble with Mittauer & Associates, Inc. prepared a master storm drainage plan design for the property where the shelter will be located and she provides a copy for their

review and advises that the construction portion of the project never was done due to only one bid coming in and it being too high for the project to be completed at that time.

- Town Clerk Lisa Purvis will ask Mittauer & Associates, Inc. to send an electronic copy of the Storm Drain plans to PQH.
- The design process is estimated to take six months, with construction lasting 14-16 months, beginning in August 2025, and the building expected to be completed by June 2026.
- Nassau County EOC Grant information is being sent to Fred of Fox Enterprises, Inc., to determine what the Town may qualify for.
- The architectural cost will be based on the construction specifications at 11%.
- Town Clerk Lisa Purvis will request the draft contract from Nassau County Deputy Manager/Engineer Robert Companion, which will be forwarded in Word format to Town Attorney Waugh for review.
- The Parks & Recreation Director advises the PQH Group how many office spaces the department currently has.

ADDITIONAL COMMENTS

No additional comments.

ADJOURNMENT

Motion to adjourn at 7:38 p.m.

Motion made by Councilman Michaels, Seconded by Councilman Hunter.

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

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

Kenneth A. Sims, Sr.
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

HILLIARD TOWN COUNCIL MEETING

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

TOWN COUNCIL MEMBERS

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, SEPTEMBER 05, 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. 2024-07 – Amending the Hilliard Comprehensive Plan, Future Land Use Map designation of that certain property consisting of 16.32 acres, more or less; located on the east side of US HWY 1 and south of Cosmos Trail, Hilliard, FL, Nassau County Parcel No.15-3N-24-2320-0017-0020 and Parcel No. 15-3N-24- 2320-0019-0010; Adding the designation of Commercial; providing for severability; and providing for an effective date.
Mayor Beasley

Courtney Gaver of Roger Towers Attorneys at Law with Lofty Neighborhood, provides a brief presentation, and advises to the Town Council that the language for the private lift station was added to the Written Description of the PUD Ordinance as requested.

Call for Public Comments
Close Public Hearing on Ordinance No. 2024-07

Following no public comments, motion to close Public Hearing on Ordinance No. 2024-07 at 7:03 p.m.

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

TOWN COUNCIL ACTION

Town Council to adopt Ordinance No. 2024-07, on Second & Final Reading.

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-2

Ordinance No. 2024-08 – Changing the Zoning Designation from Nassau County Zoning Open Rural to Town Zoning C-1, General Commercial District; for the 16.32 acres parcels more or less; located on the east side of US HWY 1 and south of Cosmos Trail, Hilliard, FL, Nassau County; and providing an effective date.

Mayor Beasley

Call for Public Comments
Close Public Hearing on Ordinance No. 2024-08

Following no public comments, motion to close Public Hearing on Ordinance No. 2024-08 at 7:04 p.m.

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

TOWN COUNCIL ACTION

Town Council to adopt Ordinance No. 2024-08, on Second & Final Reading.

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-3

Ordinance No. 2024-09 – Amending the Hilliard Comprehensive Plan, Future Land Use Map designation of that certain property consisting of 21.03 acres, more or less; located on the east side of US HWY 1 at Cosmos Trail, Hilliard, FL, Nassau County Parcel No. 15-3N-24-2320-0017-0010; adding the designation of Commercial and High Density Residential; providing for severability; and

providing for an effective date.

Mayor Beasley

Call for Public Comments

Close Public Hearing on Ordinance No. 2024-09

Following no public comments, motion to close Public Hearing on Ordinance No. 2024-09 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 adopt Ordinance No. 2024-09, on Second & Final Reading

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

ITEM-4

Ordinance No. 2024-10 – Changing the Zoning Designation from Nassau County Zoning Open Rural to Town Zoning PUD, Planned Unit Development; for the property located on the east side of US HWY 1 and south of Eastwood Road; described in Attachment “A”, Legal Description; specifically described in Attachment “B” Written Description; and Attachment “C” Site Plan; providing for severability, repealer, and setting an effective date.

Mayor Beasley

Call for Public Comments

Close Public Hearing on Ordinance No. 2024-10

Following no public comments, motion to close Public Hearing on Ordinance No. 2024-10 at 7:06 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 adopt Ordinance No. 2024-10, on Second & Final Reading.

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-5

Ordinance No. 2024-11 – Setting the Town of Hilliard, Tentative Millage Rate for the Fiscal Year 2024-2025.

Mayor Beasley

Call for Public Comments

Close Public Hearing on Ordinance No. 2024-11

Following no public comments, motion to close Public Hearing on Ordinance No. 2024-11 at 7:07 p.m.

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

TOWN COUNCIL ACTION

Town Council to adopt Ordinance No. 2024-11, on First Reading and to set a Public Hearing & Final Reading on Friday, September 20, 2024.

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

ITEM-6

Ordinance No. 2024-12 – Setting the Town of Hilliard, Tentative Budget for the Fiscal Year 2024-2025.

Mayor Beasley

Call for Public Comments
Close Public Hearing on Ordinance No. 2024-12

Following no public comments, motion to close Public Hearing on Ordinance No. 2024-12 at 7:08 p.m.

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

TOWN COUNCIL ACTION

Town Council to adopt Ordinance No. 2024-12, on First Reading and set a Public Hearing & Final Reading on Friday, September 20, 2024.

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

The Town Council to set a Workshop for September 10, 2024, at 6:00 p.m. to review and discuss the Fiscal Year 2024/2025 Budget and Capital Plan.

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

REGULAR MEETING

ITEM-7 Additions/Deletions to Agenda

ITEM-21 Town Hall Phone Tree Discussion

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-8 Town Council to approve Engineering Service Agreement with Mittauer & Associates, Inc. for the Florida Commerce Rural Infrastructure Funds for the construction of an 8" Parallel Water Main Extension to FAA Center in the amount of \$199,680.

Lisa Purvis, MMC – Town Clerk

John Petrohovich & Tim Norman with Mittauer & Associates, Inc. are present and explain the Florida Rural Infrastructure Fund grant program and advise that the Town is eligible for up to \$300,000 for engineering or 100% for project construction. The 8" water main extension for the FAA Center is an eligible project and the construction portion of the project is estimated at \$1,000,000. The council question what happens if the project approves the engineering, and the construction funds are not funded. They are advised that the Town will have a shovel-ready project so that they can continue to submit applications for funding.

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-9 Town Council pre-approval of a FAA FY 2024 Airport Improvement Program (AIP) Grant Offer No. 03-12-0099-017-2024, project description Land Acquisition Runway 18 (North) Approach (Phase 1) of the Hilliard Airpark.

Lisa Purvis, MMC – Town Clerk

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-10 Town Council approval to adopt Resolution No. 2024-14, accepting a Florida Department of Transportation offer of a Public Transportation Grant Agreement and authorizing and directing the Hilliard Town Council to accept such agreement, for the Design & Construction of Turf Runway Improvements at the Hilliard Airpark.

Lisa Purvis, MMC – Town Clerk

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

- ITEM-11 Town Council approval of the Minor Subdivision as proposed with the three listed conditions. Application No. 20240716. Parcel ID No. 09-3N-24-0000-0024-0000. Property Owner- Doug Loyd.

Lee Anne Wollitz – Land Use Administrator

Planning & Zoning Board recommend the approval of the Minor Subdivision with the listed conditions.

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-12 Town Council to discuss and decide on a donation to the Hilliard High School CNA Program for needed program items.

Lisa Purvis, MMC – Town Clerk

Motion to approve a \$250 donation to the Hilliard High School CNA Program to be added to the September 19, 2024, Payables.

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

- ITEM-13 Town Council to consider Park Facility Use Agreement and Exemption for Rivers Edge Church's community wide event at the Town Hall Park on Sunday, September 29, 2024, 7:00 a.m. through 1:00 p.m.

Lisa Purvis, MMC – Town Clerk

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

- ITEM-14 Town Council approval of Pool Rental Agreement between Nassau County School District and Town of Hilliard for Hilliard Middle Senior High School and West Nassau High School Swim Teams.

Gabe Whittenburg – Parks & Recreation Director

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-15 Town Council approval of Bus Rental Agreement between Nassau County School District and Town of Hilliard for bus rental for After School Program.

Gabe Whittenburg – Parks & Recreation Director

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-16 Town Council approval of the Parks & Recreation Director's recommendation to fill the new full-time position of Program Manager.

Gabe Whittenburg – Parks & Recreation Director

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

- ITEM-17 Town Council to approve the Grant Administration Services Contract from Fred Fox Enterprises, Inc. for the FDEM Hurricane/Community Shelter Grant # F0122

Project in the amount of \$189,900.00.
Lisa Purvis, MMC – Town Clerk

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

ITEM-18 Town Council to approve moving the Architect & Engineering Services Contract approval for the FDEM Hurricane/Community Shelter Grant # F0122 Project, to the September 19, 2024, regular meeting.
Lisa Purvis, MMC – Town Clerk

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-19 Town Council approval of the Minutes for the August 8, 2024, & August 15, 2024, Workshop, and the August 15, 2024, Public Hearing & Regular Meeting.
Lisa Purvis, MMC – Town Clerk

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

ITEM-20 Town Council approval of Moody Williams Appraisal Group LLC, Payable through August 21, 2024, Project Name: Acquire Land on the North Side at the Hilliard Airpark in the amount of \$500.
FDOT PTGA 100% GRANT FUNDED PROJECT LUMP SUM GRANT \$464,000.00

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

ADDED ITEMS

ITEM-21 Town Council to discuss the Phone Tree at Town Hall.
Mayor Beasley

The Town Council states that the phone tree is to be removed from the phones at Town Hall until the configuration can be reviewed and discussed with Guy Riner, IT.

ADDITIONAL COMMENTS

PUBLIC

Nadine Loyd, 371925 South Pine Street, asks Town Council regarding the increase in water and sewer rates, if there is a cap on the amount that can be charged and the length of years that rates can be charged.

Town Clerk Lisa Purvis, explains that the Town’s Utility Ordinance dictates that the Town

is to raise the water and sewer rates annually in October so that it mirrors the Municipal Cost Index, which is a combination of the 3 inflations, that's published in the American Cities and County's Magazine. The Town donates \$10,000 annually to the Council on Aging to aid in water and sewer bill assistance for seniors.

Kathie Sciuolo, 17030 Oak Hill Road, thanks all for being so kind to her over the years, but that she will be stepping down as reporter for the Nassau County Record. She continues by stating that she will be at the Council on Aging aiding with case management. She introduces Anna Hall as her potential replacement.

MAYOR & TOWN COUNCIL

Mayor Beasley, thanks Councilman Wollitz and Council President Sims for attending the Meet & Greet for Candidates sponsored by the Nassau Chamber of Commerce at Juniors Seafood in Callahan this morning.

He states that he is glad to see that the security light was replaced and relocated over the Veterans Crosses outside Town Hall.

Councilman Wollitz, thanks the Nassau Chamber of Commerce and Juniors Seafood for hosting the Candidate Meet & Greet.

Council President Sims, also, thanks the Nassau Chamber of Commerce and Juniors Seafood for hosting the Candidate Meet & Greet. Property Appraiser Kevin Lily spoke with them and informed him that if a mistake was made to please contact the Property Appraiser's office, and that there are a lot of mistakes to fix. Junior's Seafood did a great job and were very hospitable.

ADMINISTRATIVE STAFF

PRESENT

Town Clerk, Lisa Purvis

Interim Public Works Director, Cory Hobbs

Parks & Recreation Director, Gabe Whittenburg

Parks & Recreation Director Gabe Whittenburg, states that Nassau County Commissioner Clint Farmer asked if they could help with anything to do with the Hurricane Shelter, and that the Town can reach out at any point should we need assistance. Gymnastics, soccer, and girls' volleyball will begin soon.

Town Clerk, Lisa Purvis, states that she will be preparing to submit two FRDAP applications for Town Hall Park Phase II and Oxford Street Park Phase V. The applications are due by September 30, 2024, and she will begin to set up meetings for those and have the required resolution on the next agenda.

Myra Cockerham will be retiring at the end of September after 30 years of service to the Town. Therefore, prior to the September 19, 2024, Regular Meeting, at 5:30 the Town will be hosting a 30 Years of Services and Retirement Celebration at Town Hall for all to attend.

TOWN ATTORNEY

No comments.

ADJOURNMENT

Motion to adjourn at 8:00 p.m.

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

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

Kenneth A. Sims, Sr.
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

HILLIARD TOWN COUNCIL MEETING

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

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

TOWN ATTORNEY

Christian Waugh

MINUTES

TUESDAY, SEPTEMBER 10, 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
Town Clerk, Lisa Purvis
Interim Public Works Director, Cory Hobbs
Parks & Recreation Director, Gabe Whittenburg

ABSENT

Town Attorney, Christian Waugh

WORKSHOP

ITEM-1 Town Council review and discussion of the Fiscal Year 2024/2025 Budget.
Lisa Purvis, MMC - Town Clerk

Town Clerk Lisa Purvis presents an overview of the 2024/2025 budget to the Town Council.

ITEM-2 Town Council review and discussion of the Fiscal Year 2024/2025 Capital Budget and Five-Year Capital Improvement Plan.
Lisa Purvis, MMC - Town Clerk

Town Clerk Lisa Purvis presents an overview of the Fiscal Year 2024/2025 Capital Budget and the Five-Year Capital Improvement Plan to the Town Council.

ADDITIONAL COMMENTS

No additional comments.

ADJOURNMENT

Motion to adjourn at 7:42 p.m.

Motion made by Councilman Wollitz, Seconded by Councilman Michaels.

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

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

Kenneth A. Sims, Sr.
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

IMPORTANT REMITTANCE INFORMATION

Please include the AECOM invoice number when sending payment

INVOICE NUMBER: 2000930722
Invoice Date: 06-SEP-24
Invoice Due Date: 06-OCT-24
Amount Due: \$8,250.00 USD
Project Number: 60732153

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

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

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

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

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

Regards,

AECOM Cash Application Department
CashAppsRemittance@aecom.com

Check Payment to:
 AECOM Technical Services, Inc.
 An AECOM Company
 1178 Paysphere Circle
 Chicago, IL 60674

ACH Payment to:
 AECOM Technical Services, Inc.
 An AECOM Company
 Bank of America
 Account Number 5800937020
 ABA Number 071000039

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



7650 West Courtney Campbell Causeway, Tampa, FL 33607-1462
 Tel: 813-286-1711
 Fax: 813-287-8591

Federal Tax ID No. 95-2661922

ATTN : Lisa Purvis
MMC Town Clerk TOWN OF HILLIARD
15859 West County Road 108
Hilliard, FL 32046
United States

Invoice Date: 06-SEP-24
Invoice Number: 2000930722

Agreement Number: 60732153
Agreement Description:

Payment Term: 30 DAYS

Please reference Invoice Number and Project Number with Remittance

Project Number : 60732153 **Project Name : 01J_Hilliard Airpark_Cultural Resources Support Services of Pea Farm Rd Relocation - SA 21**
Bill Through Date : 20-MAY-24 - 30-AUG-24
Bil Prange

Phase Lump Sum		Percent		Earned	Previous	Current
Project Number	Description	Fee	Complete			
60732153	Hilliard Airpark Cultural Resources Support Services	55,000.00	15.00%	8,250.00	0.00	8,250.00
Total Phase Lump Sum:						8,250.00
Project Total : 01J_Hilliard Airpark_Cultural Resources Support Services of Pea Farm Rd Relocation - SA 21						8,250.00

Invoice Summaries

Total Current Amount :	8,250.00
Retention Amount :	0.00
Pre-Tax Amount :	8,250.00
Tax Amount :	0.00
Total Invoice Amount :	8,250.00

Billing Summaries

Billing Summary	Current	Prior	Total	Total Fee	Percent Complete
Billings	8,250.00	0.00	8,250.00	55,000.00	15.00
Billing Total :	8,250.00	0.00	8,250.00		