

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, JUNE 05, 2025, 7:00 PM

NOTICE TO PUBLIC

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

PLEDGE OF CIVILITY

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

CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING

ITEM-1

Ordinance No 2025-04 – Amending Chapter 62 Zoning and Land Development Regulations of the Hilliard Town Code; amending Article vii Signs.; and providing for an effective date.

Mayor Beasley

Open Public Hearing
Call for Public Comments
Close Public Hearing on Ordinance No. 2025-04

TOWN COUNCIL ACTION

Town Council to consider adopting Ordinance No. 2025-04, and to set a Public Hearing & Final Reading for July 3, 2025.

REGULAR MEETING

ITEM-2 Additions/Deletions to Agenda

- ITEM-3** Town Council to consider Ordinance No. 2025-07, an Ordinance of the Town of Hilliard, Florida, amending the Town's Business Tax Rate schedule in accordance with Section 205.0535(4) of the Florida Statutes by increasing the rate of each classification by no greater than five percent; and providing an effective date. Adopting on First Reading and Setting Public Hearing & Final Reading for July 3, 2025.
Lisa Purvis, MMC – Town Clerk
- ITEM-4** Town Council approval of the new Interlocal Agreement with Nassau County for Code Enforcement Special Magistrate Services to replace the previously approved Nassau County Code Enforcement Board Interlocal Agreement from 2000.
Lisa Purvis, MMC – Town Clerk
- ITEM-5** Town Council approval to adopt Resolution No. 2025-07, Approving the Standardized Procedure for appointing members to the Planning and Zoning Board pursuant to Sections 62-91 of the Town Code.
Lisa Purvis, MMC – Town Clerk
- ITEM-6** Town Council approval of Septic Exception Application No. 20250523.1, allowing for a septic system to be placed within the Town boundaries to serve a new dwelling unit at 27147 Garth Lane. Parcel ID No. 17-3N-24-2020-0022-0000.
Cory Hobbs – Interim Public Works Director
- ITEM-7** Town Council approval of the Capital Budget Expenditure for the repair of Manhole 5, in the amount of \$28,090.00.
Cory Hobbs – Interim Public Works Director
- ITEM-8** Town Council approval of the Minutes for the May 15, 2025, Public Hearing & Regular Meeting.
Lisa Purvis, MMC – Town Clerk
- ITEM-9** Town Council approval of CPH Consulting, LLC, Payable through May 16, 2025, Project Name: 8" Parallel Water Main Extension to FAA Facility in the amount of \$68,104.
CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$199,680

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

PUBLIC PARTICIPATION

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

EXPARTE COMMUNICATIONS

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

2025 HOLIDAYS

TOWN HALL OFFICES CLOSED

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



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Public Hearing & Regular Meeting

Meeting Date: June 5, 2025

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

SUBJECT: Planning & Zoning Board recommendation to the Town Council for approval of Ordinance 2025-04, to Amend Chapter 62, Land Development Regulations, Article VII Signs.

BACKGROUND:

Documents included for Review:
Agenda Item Report
Ordinance 2025-04

Land Use Administrator, Lee Anne Wollitz shared with the Town Council information regarding difficulties that local businesses were having meeting the Florida Building Code engineering requirements for sign permits within the town. In an effort to protect the safety of our citizens and at the same time to not over burden our local businesses, the Council assigned Lee Anne with reviewing the Code of several other municipalities and researching what would be needed to make changes for improvement to our Code. Lee Anne used the information gathered to present a solution to the council and was asked to work with the town's legal counsel to present an updated version of this section of the Code.

During Christian's review he realized that we needed to expand freedoms with regard to artistic expression for our citizens and political signs, so these elements were added.

These updates were reviewed at the Joint Workshop 12.12.2024.

Ordinance 2025-04 is the product of months of work, research and review.

5.6.2025 the Planning & Zoning Board held a public hearing concerning the changes and with a 5-0 Vote , recommend adoption of Ordinance 2025-04.

FINANCIAL IMPACT:

TBD

RECOMMENDATION:

Planning & Zoning Board recommendation to the Town Council for approval of Ordinance 2025-04, to Amend Chapter 62, Land Development Regulations, Article VII Signs.

ORDINANCE NO. 2025-04

AN ORDINANCE AMENDING CHAPTER 62 ZONING AND LAND DEVELOPMENT REGULATIONS OF THE HILLIARD TOWN CODE; AMENDING ARTICLE VII SIGNS.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 62 of the Town Code is outdated because of changes in the Town; and

WHEREAS, the Town of Hilliard has found the need to update the language and requirements for placing a sign within the town limits; and

WHEREAS, the Town of Hilliard has found it necessary to enact the following amendment to Chapter 62, Zoning and Land Development Regulations.

NOW, THEREFORE THE TOWN OF HILLIARD HEREBY ORDAINS, the following Article of the Hilliard Town Code, Chapter 62, Zoning and Land Development Regulations shall be amended as follows:

ARTICLE VII. SIGNS

Sec. 62-411. Definitions.

Sign means any structure, painting, printed material, or device which is erected, constructed or maintained outside of enclosed buildings, or structures for the purpose of display, information, advertisement, or attraction of the attention of persons, and includes among others, posters, pictures, pictorial or reading matter, and any letter, word, model, device or representation used in the nature of any advertisement, announcement, attraction or direction.

(Ord. No. 2023-14, § 1(Att. A), 12-7-2023)

Sec. 62-412. Scope and intent.

The provisions of this article shall govern the number, sizes, locations, character, and maintenance of signs which may be permitted for any ~~as a main or accessory~~ use. Increased numbers and sizes of signs as well as certain types of lighting can be distracting to the motoring public and create potential traffic hazards. Haphazard location, construction and maintenance of signs seriously detracts from the natural beauty of the town and, in turn, injuriously affects the economic well-being of the citizenry. ~~It is the~~ The town intent intends to authorize the size and location of signs which carry out their purpose without unduly interfering with motorists, causing unsafe conditions, and without injuriously affecting the value of property. ~~Flashing signs are prohibited.~~

(Ord. No. 2023-14, § 1(Att. A), 12-7-2023)

Sec. 62-413. Measurement of sign area.

The surface area of a sign shall be computed as including the entire area within a regular, geometric form or combinations of regular geometric forms comprising all of the display area of the sign and including all of the elements of the matter displayed. Frames and structural members not being advertising matter shall not be included in computations of surface area.

(Ord. No. 2023-14, § 1(Att. A), 12-7-2023)

Sec. 62-414. Governmental signs excluded.

For the purposes of these regulations, the term "sign" does not include signs erected and maintained pursuant to and in discharge of any governmental function, or required by any law, ordinance or governmental regulations, or otherwise protected by law.

(Ord. No. 2023-14, § 1(Att. A), 12-7-2023)

Sec. 62-415. Nonconforming signs.

Signs which are nonconforming but otherwise safe shall be removed or made to conform by December 31, 2028

(Ord. No. 2023-14, § 1(Att. A), 12-7-2023)

Sec. 62-416. Removal of signs.

- (a) *Grounds for removal.* All signs permitted may be removed for reasons of safety of persons or property, faulty construction, lack of maintenance or unsightly appearance.
- (b) *Repair/removal of unsafe signs.* A citation shall be issued for any unsafe sign or a sign in disrepair. Any sign for which a citation has been issued or which is in violation of this Article must be repaired or removed within 30 days after receiving due notice. ~~In case~~ If the objectionable sign is not brought into compliance or removed, the town shall then have the right to enter upon the property, remove the sign, and assess ~~such~~ related costs against the property.
- (c) *Abandoned signs.* Any abandoned sign shall be removed within 30 days from the date of its abandonment. Any such sign not removed within the required period shall constitute a nuisance and shall be subject to removal by the town.

(Ord. No. 2023-14, § 1(Att. A), 12-7-2023)

Sec. 62-417. Construction requirements.

All signs or similar advertising matter shall be governed in their construction, ~~or~~ erection, or ~~and~~ maintenance by the town Code and the Florida Building Code. These

sign regulations are intended to complement the requirements of the Florida Building Codes adopted by the Florida Legislature. Wherever there is inconsistency between these regulations, the Florida Building Codes as adopted from time to time shall apply.

- (1) All applications for permits shall be filed by either a licensed contractor or the property owner (or his authorized agent).
- (2) Work which may be performed by a property owner, sign contractor, general contractor, or building contractor licensed with the Town to perform such work.
- (3) Permit exemptions: Signs attached to and parallel with a wall, including signs printed or painted on walls, where the applicant is the owner and the proposed sign is not illuminated and does not exceed 32 square feet, shall be exempt from the engineering requirements of a building permit but are still required a zoning review.

(Ord. No. 2023-14, § 1(Att. A), 12-7-2023)

Sec. 62-418. General requirements for all signs and districts.

The following shall apply to all signs and all use districts:

- (1) Any illuminated sign or lighting device shall employ only a light of constant intensity, and no sign shall be illuminated by or contain flashing, intermittent, rotating or moving light or lights. In no event shall an illuminated sign or lighting device be placed or directed or beamed upon a public thoroughfare, highway, sidewalk, or adjacent premises, so as to cause glare or reflection that may constitute a traffic hazard or nuisance.
- (2) No sign shall employ any parts or elements which revolve, rotate, whirl, or spin.
- (3) All wiring, fittings and materials used in the construction, connection, and operation of electrically illuminated signs shall be in accordance with the Florida Building Code.
- (4) No sign shall ~~be erected or maintained~~ project from the front or face of a building of more than two feet, including those projecting from the face of any theater, hotel or motel marquee.
- (5) No sign shall be placed on the roof of any building.
- (6) No temporary sign shall be placed on the front or face of a building or on any premises except as permitted by 62-421.
- (7) No sign erected or maintained in the window of a building, visible from any public or private street or highway, shall occupy more than 20 percent of the window surface.
- (8) No sign of any classification shall ~~be installed, erected or attached in any form, shape or manner against a building, which would~~ prevent ingress and egress

through any door or window required or designed for access to any building, nor shall any sign or over street graphic obstruct a fire escape or any door or window giving access to any fire escape.

- (9) ~~Should any sign be or become unsafe or be in danger of falling, the owner thereof or the person maintaining the sign shall, upon receipt of written notice from the town, proceed at once to put such sign in a safe and secure condition or remove the sign. No sign shall bear or contain statements, words or pictures of an obscene pornographic or immoral character, or which contain advertising matter which is untruthful.~~
- (10) ~~No sign shall be placed in any public right-of-way, No sign shall overhang or infringe upon the public right-of-way of any street, road or public way, except publicly-owned signs, such as traffic control signs and directional signs. Signs directing and guiding traffic and parking or indicating private property, but bearing no advertising matter, shall be permitted on any property. No sign shall overhang or infringe upon the right-of-way of any street, road or public way.~~
- (11) No sign or other street graphic may use the words "stop," "look," "drive-in," "danger" or similar word, phrase, symbol or character, nor simulate a traffic control device, nor may lights colored red, amber or green ~~lights~~ be used, within ten feet of a public right-of-way or 200 feet of a traffic control device.
- (12) No sign shall be attached to a tree or any vegetation.
- (13) Flashing signs are prohibited.

(Ord. No. 2023-14, § 1(Att. A), 12-7-2023)

Sec. 62-419. Signs permitted in all districts.

The following signs shall be permitted in all districts without a permit and without a zoning review, provided they are not placed or constructed to create a hazard of any kind:

- (1) Not more than one sign advertising the sale, lease or rental of the premises upon which the sign is located, not exceeding six square feet in area in residential districts and not exceeding 32 square feet in area in other districts. ~~except in all residential districts the area of the sign shall not be more than six square feet.~~
- (2) Professional nameplates not exceeding two square feet in area.
- (3) Signs denoting the name and address of the occupants of the premises, not exceeding two square feet in area.
- (4) Non-advertising directional signs or symbols (entrance, exit, slow) located on and pertaining to a parcel of private property, not to exceed two square feet in area.
- (5) Signs or bulletin boards customarily incidental to places of worship, libraries, museums, social clubs or societies located on the premises of such institution, not to exceed 15 square feet in area.

- (6) Subdivision entrance or identifying signs ~~shall~~ not exceeding 40 square feet in area.
- (7) Murals appropriate within the character of the area, not exceeding 60 percent of the area of a non-residential facade and not exceeding 20 percent of a residential facade. Murals must be allowed under First Amendment protections to express ideology, beliefs, opinions and/or other societal images; however, these protections do not extend to the following elements that are grounds for permit denial - explicit nudity or sexually explicit conduct, obscenities, defamation, symbols denoting gang affiliations, any expression that could be deemed to be hate speech or displays so shocking that it likely would create a public safety issue by impeding the safe flow of traffic.
- (8) Any commercial or noncommercial constitutionally protected copy or image placed on any sign display area, which is allowed under this section may be substituted with any constitutionally protected commercial or noncommercial copy without any additional approval or permitting. The purpose of this provision is to prevent any inadvertent favoring of content. This provision shall take precedence over any more specific provision to the contrary. Substitution of message applies to the whole or any part of any legally existing sign display area. The substitution right shall apply to the sign owner and to any other message sponsor displaying copy or an image on the sign display area with the owner's consent.
- (9) Art and murals provided such signs do not contain any commercial messaging or advertising.
- (10) Personal expression signs of any sign type, including flags, provided that they do not exceed three square feet in area per side, are non-commercial in nature, and not illuminated.
- (11) Security and warning signs. These limitations shall not apply to the posting of conventional "no trespassing" signs in accordance with state law. (a) Residential districts. Signs not to exceed two sq. ft. in area. (b) Non-residential districts. Maximum of one large sign per property, not to exceed five sq. ft. in area. All other posted security and warning signs may not exceed two sq. ft. in area.
- (12) Signs required by federal or state statute or regulation, or local ordinance or regulation.

(Ord. No. 2023-14, § 1(Att. A), 12-7-2023)

Sec. 62-420. Signs permitted in commercial and industrial districts; wall mounted and marquee signs.

In a commercial or industrial district, each business shall be permitted no more than one on-site freestanding sign and one attached, street-facing sign. Permanent on-site signs for any single-business enterprise may have an area equivalent to one and one-half square feet of sign area for each lineal foot of building width or part of a building occupied by such enterprise but shall not exceed a maximum area of 100 square feet. The height of signs shall not exceed 12 feet ~~in height~~.

(Ord. No. 2023-14, § 1(Att. A), 12-7-2023)

Sec. 62-421. Temporary signs.

Temporary stationary signs, not exceeding 50 square feet in area, announcing special public or institutional events, the erection of a building or its, ~~the~~ architect, ~~the~~ builders, or contractors may be erected for a period of 60 days plus the construction period. Such temporary signs shall be nonilluminated and shall conform to the general requirements of 62-418 and setback.

(Ord. No. 2023-14, § 1(Att. A), 12-7-2023)

Sec. 62-422. Signs on public property.

No sign, other than official signs shall be posted on any public property.

(Ord. No. 2023-14, § 1(Att. A), 12-7-2023)

Sec. 62-423. Sign setback requirements.

- (a~~1~~) On-site signs shall be set back from the established right-of-way line at least ten feet. A setback of less than ten feet ~~setback~~ may be allowed where a building is less than ten feet from the right-of-way provided it does not obstruct visibility ~~and or~~ cause a traffic safety hazard.
- (b~~2~~) For every square foot by which any on-site sign exceeds 50 square feet, the setback shall be increased by one-half foot, but need not exceed 100 feet.
- (c~~3~~) All types of signs and bulletin boards for a church, school or any other public, religious or educational institution may be erected not less than ten feet from the established right-of-way line of any street or highway, provided such sign or bulletin board complies with the clear sight triangle as necessary to provide a clear line of sight at intersections.
- (d~~4~~) On-site signs shall be erected or placed in conformity with the side and rear yard requirements of the district in which they are located, except that in any residential district, on-site signs shall not be erected or placed within 12 feet of a side or rear lot line. ~~If the requirement for a single side yard in the appropriate zoning district is more than 12 feet, the latter shall apply.~~

(Ord. No. 2023-14, § 1(Att. A), 12-7-2023)

Secs. 62-424—62-450. Reserved.

Effective Date.

This Ordinance shall take effect immediately upon its passage and adoption by the Town Council.

ADOPTED this _____ day of _____, 2025 by the Hilliard Town Council, Hilliard, Florida.

Kenneth A. Sims, Sr.
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

Planning & Zoning Board Publication:	April 16, 2025
Planning & Zoning Board Public Hearing:	May 6, 2025
Town Council First Publication:	April 16, 2025
Town Council First Public Hearing:	June 5, 2025
Town Council First Reading:	June 5, 2025
Town Council Second Publication:	June 11, 2025
Town Council Second Public Hearing:	July 3, 2025
Town Council Second & Final Reading:	July 3, 2025



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: June 5, 2025

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

SUBJECT: Town Council to consider Ordinance No. 2025-07, an Ordinance of the Town of Hilliard, Florida, amending the Town's Business Tax Rate schedule in accordance with Section 205.0535(4) of the Florida Statutes by increasing the rate of each classification by no greater than five percent; and providing an effective date. Adopting on First Reading and Setting Public Hearing & Final Reading for July 3, 2025.

BACKGROUND:

The Town last updated the fees for Business Tax Receipts in 2023. According to state statute, these fees may be increased every two years by up to five percent. Currently, the Town generates approximately \$32,600 annually from the issuance of Business Tax Receipts, which authorize businesses to operate within the Town of Hilliard.

FINANCIAL IMPACT:

Business Tax Receipt revenue will increase by 5%.

RECOMMENDATION:

Town Council adoption of Ordinance No. 2025-07, on First Reading and Setting Public Hearing & Final Reading for July 3, 2025.

ORDINANCE NO. 2025-07

AN ORDINANCE OF THE TOWN OF HILLIARD, FLORIDA, AMENDING THE TOWN'S BUSINESS TAX RATE SCHEDULE IN ACCORDANCE WITH SECTION 205.0535(4) OF THE FLORIDA STATUTES BY INCREASING THE RATE OF EACH CLASSIFICATION BY NO GREATER THAN FIVE PERCENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statutes Chapter 205.0535, the Town of Hilliard's Occupational License Equity Study Commission reviewed the Town's occupational license rate schedule and made recommendations concerning the rate schedule and the rate schedule was amended.

WHEREAS, Florida Statutes Chapter 205.0535(4) provides that, under these circumstances, Municipalities "may, every other year thereafter, increase or decrease by ordinance the rates of Business taxes by up to 5 percent"; and

WHEREAS, the Town Council wishes to amend its business tax rate schedule pursuant to Florida Statutes.

NOW, THEREFORE, THE TOWN OF HILLIARD HEREBY ORDAINS;

Section 1.

Sec. 50-90. Taxes required for conducting or managing business, occupation, etc. is hereby amended to read as follows:

Every business, occupation, profession, or exhibition, substantial, fixed or temporary, engaged in by any person, whether in a building, tent, or upon the street, vacant lot or anywhere in the open air within the city not specifically designated in this section shall pay a local business tax of ~~\$57.75~~
\$60.63

No person shall engage in or manage any of the following businesses, professions, or occupations without first obtaining a local business tax and paying an annual fee, which shall be assessed and fixed as follows:

Business or Occupation	Fee
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Apartments (see rooming house in subsection © of this section)

Barbershop, hairdressing business:

One to two chairs.... ~~\$28.85~~ \$30.29

Each additional chair....	\$14.40	<u>\$15.52</u>
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Bowling alleys:

Up to eight alleys....	\$57.75	<u>\$60.63</u>
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Each additional alley....	\$11.55	<u>\$12.12</u>
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Coin-operated machines. Every person or company operating amusement, pinball, pool table, or other such machines, games of chance or skill, or other amusement devices operated by the insertion of a slug or coin shall pay a local business tax of ~~\$17.35~~ \$18.21 for each machine in addition to any other fee required by this article.

Contractors. Every person engaged in the business of contracting shall pay a local business tax as enumerated below.

General contractor....	\$86.60	<u>\$90.93</u>
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Builder, commercial....	\$86.60	<u>\$90.93</u>
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Builder, residential....	\$86.60	<u>\$90.93</u>
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Electrical....	\$57.75	<u>\$60.63</u>
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Plumbing....	\$57.75	<u>\$60.63</u>
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Mechanical, air conditioning....	\$57.75	<u>\$60.63</u>
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All other....	\$46.20	<u>\$48.51</u>
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Hotels (see rooming house in subsection © in this section).

Manufacturing:

One to 15 employees....	\$51.95	<u>\$54.54</u>
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16 to 75 employees....	\$108.65	<u>\$114.08</u>
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Over 75 employees....	\$217.60	<u>\$228.48</u>
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Motels (see rooming house in subsection © of this section).

Pawnshop....	\$115.75	<u>\$121.53</u>
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Pool rooms:

One to two tables.... \$57.75	<u>\$60.63</u>
Each additional table.... \$17.30	<u>\$18.16</u>
Professional services.... \$115.75	<u>\$121.53</u>

- (c) Every person who is engaged in the practice of a profession, service, or occupation that is structured on a fee, a schedule of payment, percentage or gratuity for services rendered shall pay a local business tax. Any profession regulated by the state must show evidence of a certificate or license. This section shall include professional corporations which are organized for the sole and specific purpose of rendering professional service and which have as shareholders only individuals who themselves are duly licensed or otherwise legally authorized to render the same professional service as the corporation. This local business tax does not apply to any individual who is employed under salary to provide a service to a company, corporation, or institution, other than a professional corporation. this classification of local business tax shall consist of, but not limited to, the following types of occupation:

Accountant or auditor

Architect

Auctioneer

Chiropractor

Dentist

Engineer

Mechanical

Electrical

Mining

Sanitary

Civil and the like

Funeral Director or Embalmer

Insurance Agent or Collector

Oculist

Osteopath

Photographer

Podiatrist

Physiotherapist

Physicians and Surgeons

Psychiatrist

Real Estate Broker or salesperson

Stenographer (public)

Surveyor

Teacher (outside school system)

Veterinary

Other

Rooming House, Hotel, Motel, or Apartment House

One to two units....	\$57.75	<u>\$60.63</u>
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Each additional unit....	\$17.30	<u>\$18.16</u>
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Sale or servicing of tangible personal property....	\$57.75	<u>\$60.63</u>
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- (d) Every person engaged in the business of trading, buying, bartering, servicing, or selling tangible personal property as owner, manager, agent, broker or otherwise shall pay a local Business tax for each place or location of business maintained and operated. This classification of local business tax shall consist of, but not limited to, the following types of business:

Abstract company....	\$57.75	<u>\$60.63</u>
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Accident claims or Adjustment Company.... \$57.75	<u>\$60.63</u>
Advertising agency.... \$57.75	<u>\$60.63</u>
Appliance sales or rental.... \$57.75	<u>\$60.63</u>
Automobile sales, new or used.... \$115.75	<u>\$121.53</u>
Automotive parts, repair, painting and the like.... \$115.75	<u>\$121.53</u>
Bakery.... \$57.75	<u>\$60.63</u>
Bank or savings and loan.... \$115.75	<u>\$121.53</u>
Broadcast Station.... \$57.75	<u>\$60.63</u>
Brokerage Firm.... \$115.75	<u>\$121.53</u>
Business School.... \$57.75	<u>\$60.63</u>
Butcher Shop or Grocery (privately owned) \$57.75	<u>\$60.63</u>
Card or novelty shop.... \$46.20	<u>\$48.51</u>
Convenience Store.... \$578.80	<u>\$607.74</u>
Clothing Store.... \$57.75	<u>\$60.63</u>
Consignment shop.... \$57.75	<u>\$60.63</u>
Dance School.... \$57.75	<u>\$60.63</u>
Day Care (up to five children) \$57.75	<u>\$60.63</u>
Over five children, per child.... \$5.75	<u>\$6.03</u>
Department Store.... \$115.75	<u>\$121.53</u>
Drugstore or Pharmacy.... \$115.75	<u>\$121.53</u>
Drugstore, department store combined.... \$289.25	<u>\$303.71</u>
Employment agency.... \$115.75	<u>\$121.53</u>

Florist.... \$57.50	<u>\$60.63</u>
Food Vendor.... \$28.85	<u>\$30.29</u>
General Store.... \$57.75	<u>\$60.63</u>
Grocery Store (chain).... \$578.80	<u>\$607.74</u>
Hardware.... \$115.75	<u>\$121.53</u>
Jewelry Shop.... \$289.25	<u>\$303.71</u>
Laundry or dry cleaner (up to four machines) \$57.85	<u>\$60.63</u>
Each additional machine.... \$11.55	<u>\$12.12</u>
Loan and Finance Company.... \$115.75	<u>\$121.53</u>
Lumber Company.... \$115.75	<u>\$121.53</u>
Nursery/horticulture.... \$57.75	<u>\$60.63</u>
Newspaper.... \$115.75	<u>\$121.53</u>
Printing Company.... \$57.75	<u>\$60.63</u>
Repair Shop.... \$57.75	<u>\$60.63</u>
Restaurant or Café, seating:	
One-49.... \$28.25	<u>\$30.29</u>
50-99.... \$57.75	<u>\$60.63</u>
100 and up.... \$86.60	<u>\$90.93</u>
Service station.... \$57.75	<u>\$60.63</u>
Supply store.... \$57.75	<u>\$60.63</u>
Upholstery Shop.... \$57.75	<u>\$60.63</u>
Wholesaler.... \$57.75	<u>\$60.63</u>

- (e) Taxicabs and vehicles for hire. Every person or company engaged in the business of operating a taxicab or the leasing of vehicles shall pay a local business tax.

Per vehicle.... ~~\$14.40~~ \$15.12

- (f) Traveling circus, carnival, or other types of traveling entertainment or amusement.

Not to exceed a stay of one week.... ~~\$144.60~~ \$151.83

Section 2.

This ordinance shall take effect immediately upon its final adoption.

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

Kenneth A. Sims
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

First Reading:	June 05, 2025
Publication:	June 18, 2025
Public Hearing:	July 03, 2025
Second/Final Reading:	July 03, 2025



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: June 5, 2025

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

SUBJECT: Town Council approval of the new Interlocal Agreement with Nassau County for Code Enforcement Special Magistrate Services to replace the previously approved Nassau County Code Enforcement Board Interlocal Agreement from 2000.

BACKGROUND:

See attached emails with Nassau County.

FINANCIAL IMPACT:

None, the cited is required to pay all fees associated with the citation.

RECOMMENDATION:

Town Council approval of the new Interlocal Agreement with Nassau County for Code Enforcement Special Magistrate Services to replace the previously approved Nassau County Code Enforcement Board Interlocal Agreement from 2000.

Lisa Purvis

From: Christian Waugh
Sent: Thursday, May 8, 2025 2:56 PM
To: Lisa Purvis
Cc: Del Miley
Subject: Re: Code Enforcement Interlocal Agreement - Hilliard

Follow Up Flag: Follow up
Flag Status: Flagged

Lisa,

I have no objections to this Agreement, so long as the Town Clerk's contact info and my own are put into the notice section.

CWW

--

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

Board Certified Real Estate Attorney

This message may contain information that is privileged, confidential, and/or exempt from disclosure. It is intended for use only by the person to whom it is addressed. If you have received this in error, please do not forward or use this information in any way, contact the sender immediately, and delete the information. Further, any tax advice contained in this correspondence was not intended or written by us to be used, and cannot be used by you or anyone else, for the purpose of avoiding penalties imposed by the Internal Revenue Code.

From: Lisa Purvis <lpurvis@townofhilliard.com>
Date: Thursday, May 8, 2025 at 12:42 PM
To: Christian Waugh <waughlaw@townofhilliard.com>
Cc: Del Miley <dmiley@townofhilliard.com>
Subject: FW: Code Enforcement Interlocal Agreement - Hilliard

Christian,

Please see below emails and attached new agreements for review and comments. If at all possible, I would like to have this on the May 15, 2025, agenda for Council approval and signing so that cases we might have won't be held up from moving forward to the County.

Lisa Purvis, MMC

Town Clerk
Town of Hilliard
PO Box 249
15859 West CR 108
Hilliard, FL 32046
904.845.3555 Phone
904.845.1221 Fax
www.townofhilliard.com



From: Abigail F. Jorandby <ajorandby@nassaucountyfl.com>
Sent: Thursday, May 8, 2025 12:03 PM
To: Lisa Purvis <lpurvis@townofhilliard.com>; Del Miley <dmiley@townofhilliard.com>
Cc: Robert Companion <rcompanion@nassaucountyfl.com>; Caleb F. Hurst <churst@nassaucountyfl.com>; Amber N. Carter <acarter@nassaucountyfl.com>
Subject: Code Enforcement Interlocal Agreement - Hilliard

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

Good Afternoon Ms. Purvis and Mr. Miley,

Taco forwarded me Ms. Purvis' email and the Nassau County Code Enforcement Dept. sent me a message that Mr. Miley had reached out as well.

My name is Abby and I am the attorney assigned to code enforcement for Nassau County and I will be assisting in this matter.

Following discussion with the County Manager's Office, we have determined that we will need an updated Interlocal Agreement with the Town for the Town to utilize our code enforcement special magistrate. I have attached a draft of the updated Interlocal Agreement for the Town's review.

I would like to note the following:

The County dissolved the code enforcement board in April 2024 and has since contracted with an attorney who acts as our special magistrate. As such, the updated Interlocal Agreement provides that the County will bill the Town for the costs associated with any Town case. Moreover, we have clarified the responsibilities for the recording of liens. Please see section 3 and 4 for more detail. Furthermore, on page 4, I would ask that you insert the contact information for the Town.

Upon execution by the Town, please send an original back to the County and we will bring that to the BOCC for execution as soon as possible.

Once the Interlocal Agreement is in place, we will assist in getting cases placed on the next available code enforcement agenda. Please see those details of the process in the attached. Your contacts for the County will be

Deputy County Manager Robert Companion, Development Services Manager Caleb Hurst and myself. Please do not contract the Special Magistrate directly but go through the listed County staff and myself.

The code enforcement special magistrate meetings are held on the second Tuesday of each month at 1:30 pm., at the James S. Page building.

Please let me know if you have any questions and I look forward to working with you both.

Thank you.

Abby

Abigail Forrester Jorandby

Deputy County Attorney

Board Certified Specialist: City, County, Local Government

Nassau County, FL|Board of County Commissioners

96135 Nassau Place|Yulee, FL 32097

P: (904) 530-6100 E: ajorandby@nassaucountyfl.com



Please Note: Florida has a very broad Public Records Law. Unless specifically exempt by state law, written communications to county officials or staff regarding official city business are public records available to the public and media upon request. If your email communication is related to official government business, it may therefore be subject to public disclosure.

From: Lisa Purvis <lpurvis@townofhilliard.com>
Sent: Tuesday, May 6, 2025 1:13 PM
To: Taco Pope <tpope@nassaucountyfl.com>
Subject: Code Enforcement Interlocal Agreement - Hilliard

CONTAINS EXTERNAL SENDER CONTENT: Do not open attachments unless you are expecting them and trust the sender.

- Technical Services

Taco,

ITEM-4

I was recently advised that Nassau County has moved over from a code enforcement board to a magistrate. I have attached our very old agreement from when we first established the position here in Hilliard and worked with Mike to interlocal with Nassau County to utilize their board for code violations. Can you direct me and this request to the appropriate person regarding if we need our agreement amended to reflect the change from board to magistrate.

Lisa Purvis, MMC

Town Clerk

Town of Hilliard

PO Box 249

15859 West CR 108

Hilliard, FL 32046

904.845.3555 Phone

904.845.1221 Fax

www.townofhilliard.com



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http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.”

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

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

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

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

RECITALS:

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

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

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

WHEREAS, this Interlocal Agreement is authorized pursuant to Section 125.01(1)(p), Florida Statutes and Section 163.01, Florida Statutes.

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

SECTION 1. RECITALS.

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

SECTION 2. AUTHORITY.

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

SECTION 3. TOWN'S OBLIGATIONS.

3.1 The Town shall utilize a state certified Code Enforcement Officer for code enforcement within the corporate limits of the Town. The Town Code Enforcement Officer shall maintain a **Code Enforcement Level I Certification** throughout the duration of this Interlocal Agreement.

3.2 The Town's Code Enforcement Officer shall coordinate with the County Manager or designee and the County Attorney or designee in order to schedule any cases before the Code Enforcement Special Magistrate. All meetings shall be held at a regularly scheduled Code Enforcement Special Magistrate hearing.

3.3 The Town shall provide copies of all notices, affidavits, photographs, administrative costs, mailings, postings, draft proposed orders and any other documentation required along with the applicable Town codes (hereinafter "Town Code Case Agenda Packet") to the County Attorney or designee for review prior to placement of the code case onto an agenda for the Code Enforcement Special Magistrate.

3.4 The Town's Code Enforcement Officer or Town Attorney or designee shall present all cases before the Code Enforcement Special Magistrate and shall ensure that copies of the complete Town Code Case Agenda Packet is available for each case at any meeting. The Town's Code Enforcement Officer, Town Attorney or designee shall follow the procedures set forth by the Code Enforcement Special Magistrate, Chapter 162, Florida Statutes, and the Town Code of Ordinances.

3.5 All decisions and Orders of the Code Enforcement Special Magistrate shall be final and the Town shall be bound by all decisions and Orders of the Code Enforcement Special Magistrate.

3.6 The Town understands that the County has contracted with the Code Enforcement Special Magistrate and that current compensation under that contract is at the hourly rate of \$300.00. The Town agrees that it shall be responsible for and shall pay all costs charged by the Code Enforcement

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

3.7 The Town in its sole discretion shall record any Code Enforcement Special Magistrate Orders in the Official Records of the Clerk of Court pursuant to the requirements of Chapter 162, Florida Statutes. All costs for recording shall be borne by the Town.

3.8 The Town shall be responsible for and shall bear all costs for any appeal filed by an owner/respondent in regard to any Town Code Case, including, but not limited to, filing costs and attorney fees for said appeal.

SECTION 4. COUNTY'S OBLIGATIONS.

4.1 Upon receipt and approval of the Town Code Case Agenda Packet by the County Manager or designee and the County Attorney or designee, the County shall schedule the case for the next available Code Enforcement Special Magistrate Hearing and shall ensure that the Town Code Case Agenda Packet as submitted to the County is entered into the County agenda software.

4.2 Pursuant to Section 3.6 hereinabove, the County shall ensure that the Code Enforcement Special Magistrate itemizes all billing to reflect the costs incurred specifically for Town Code Cases and shall ensure that the Town receives the billing in order for the Town to make payment. Notwithstanding the foregoing, the County shall not be responsible in any way for payment of the Code Enforcement Special Magistrate costs related to a Town Code Case.

SECTION 5. TERM.

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

SECTION 6. TERMINATION/AMENDMENTS TO INTERLOCAL AGREEMENT.

6.1 This Interlocal Agreement may be terminated by either Party upon written notice of termination to the other Party at least thirty (30) days prior to the date of such termination.

6.2 Either Party may request that this Interlocal Agreement be amended. Such requests must be placed in writing and address the reason for the revision as well as provide proposed revised language. In order to be deemed effective, the amendment must be approved by both respective

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

SECTION 7. NOTIFICATION.

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

COUNTY:

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

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

TOWN:

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

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

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

SECTION 8. AUDITING, RECORDS AND INSPECTION.

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

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

8.2 No reports, data, programs or other materials produced by a Party, in whole or in part, for the benefit and use of either Party under this Interlocal Agreement shall be subject to copyright by the either Party in the United States or any other country.

8.3 The Parties agree to comply with the requirements of Florida's Public Records Law and public records request made in accordance with Section 119.07, Florida Statutes.

SECTION 9. JURISDICTION, VENUE AND CHOICE OF LAW.

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

SECTION 10. ATTORNEY'S FEES AND COSTS.

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

SECTION 11. SEVERABILITY.

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

SECTION 12. INDEMNIFICATION/HOLD HARMLESS.

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

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

12.3 Each Party agrees it shall bear responsibility for any injury or loss caused by its agents,

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

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

SECTION 13. INDEPENDENT CONTRACTORS.

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

SECTION 14. ASSIGNMENT.

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

SECTION 15. ENTIRE AGREEMENT.

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

[The remainder of this page left intentionally blank.]

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

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

By: **A.M. "HUPP" HUPPMANN**

Its: **CHAIR**

Date: _____

Attest as to authenticity of the
Chair's signature:

MITCH L. KEITER

Its: **Ex-Officio Clerk**

Approved as to form and legality by the
Nassau County Attorney

DENISE C. MAY

ATTEST:

TOWN OF HILLIARD, FLORIDA

LISA PURVIS

Its: **Town Clerk**

By: **Kenneth A. Sims, Sr.**

Its: **Council President**

Date: _____

APPROVED:

JOHN P. BEASLEY

Its: **Mayor**



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: June 5, 2025

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

SUBJECT: Town Council approval to adopt Resolution No. 2025-07, Approving the Standardized Procedure for appointing members to the Planning and Zoning Board pursuant to Sections 62-91 of the Town Code.

BACKGROUND:

See attached.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Town Council approval to adopt Resolution No. 2025-07, approving the standardized procedure for appointing members to the Planning and Zoning Board pursuant to Sections 62-91 of the Town Code.

**RESOLUTION NO. 2025-07
TOWN OF HILLIARD, FLORIDA**

**A RESOLUTION APPROVING THE STANDARDIZED PROCEDURE FOR
APPOINTING MEMBERS TO THE PLANNING AND ZONING BOARD,
PURSUANT TO SECTIONS 62-91 OF THE TOWN CODE.**

WHEREAS, the Town of Hilliard (the “Town”) recognizes the importance of maintaining a consistent, transparent, and legally compliant process for appointing members to the Planning and Zoning Board (the “Board”); and

WHEREAS, the Town Code, Division 3, Sections 62-91 through 62-96, establishes the legal framework for the composition, appointment, duties, and oversight of the Planning and Zoning Board; and

WHEREAS, the Town Council desires to formalize and approve a written procedure outlining the process for recruitment, nomination, appointment, resignation, training, and recordkeeping related to the Planning and Zoning Board, thereby ensuring adherence to statutory and ethical obligations; and

WHEREAS, the Town Council finds that this procedure serves the public interest by promoting fair governance, encouraging civic participation, and upholding the integrity of the Town’s land use planning processes;

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

SECTION 1. Recitals. The foregoing recitals are true and correct and are incorporated herein as legislative findings of the Town Council.

SECTION 2. Adoption of Procedure. The Town Council hereby formally approves and adopts this “Procedure for Appointing Planning and Zoning Board Members.” This procedure shall govern the recruitment, nomination, appointment, and related processes for all members serving on the Planning and Zoning Board in accordance with Sections 62-91 to 62-96 of the Town Code.

2.1. Authority. All appointments shall be made by the Town Council, and appointees must be residents and qualified voters of the Town who do not hold any office of profit under the Town government, in accordance with Section 62-91 of the Town Code.

2.2. Board Composition and Terms. The Board shall consist of five members serving staggered three-year terms. Any vacancy must be filled within sixty days for the remainder of the unexpired term, using the same process as initial appointments. Members may be removed by an affirmative vote of at least 80 percent of the full Town Council.

2.3. Advertisement. All Board vacancies shall be advertised for a minimum of thirty calendar days prior to the application deadline. Notice shall be posted on the Town's official website, published in a local newspaper of general circulation for two consecutive weeks, and shared on official government social media channels.

2.4. Application Process. Interested individuals must submit a completed application form, a current résumé, and a written statement of interest to the Town Clerk by the published deadline.

2.5. Review and Nomination. All applications will be reviewed by the Town Council or its designated subcommittee. Candidates may be interviewed in a public or properly noticed meeting, and final nominations shall be confirmed by majority vote of the Town Council.

2.6. Appointment and Confirmation. Appointments shall be made at an official public meeting and recorded in the Town Council minutes. Newly appointed members shall begin their terms immediately unless otherwise specified. Appointees must file Form 1 disclosing financial interests, in compliance with Chapter 112 of the Florida Statutes. Updated financial disclosure forms must be submitted by July 1 of each year. Before participating in any official meeting, appointees must submit completed W-9 and I-9 forms. Orientation materials will be provided electronically upon appointment.

2.7. Resignation. Resignations from the Board must be submitted in writing to the Town Clerk.

2.8. Ethics and Training. Members are subject to the ethical requirements of Florida law, including conflict-of-interest regulations, and must comply with the Planning and Zoning Board's adopted rules and procedures. Within six months of appointment, each member is expected to complete training in zoning law, ethics and public service, and basic planning principles.

2.9. Accountability. All Members of the Board, upon appointment, shall receive a copy of these rules and procedures and sign this acknowledgment:

I acknowledge that failure to comply with this Code may result in removal from the Board, pursuant to Section 62-91(b) and Town of Hilliard Planning & Zoning Board Rules and Procedures Exhibit A to Resolution No. xx.

Sign: _____ **Printed Name:** _____

SECTION 3. Administrative Responsibility. The Town Clerk, in coordination with the Land Use Administrator and Town Council, shall be responsible for implementation of the procedure, including advertising vacancies, receiving applications, and maintaining official appointment records.

SECTION 4. Effective Date. This resolution shall take effect immediately upon its passage and adoption by the Town Council.

ADOPTED this _____ day of _____, 2025 by the Town Council for the Town of Hilliard, Florida.

Kenneth A. Sims
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: June 5, 2025

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

SUBJECT: Town Council approval of Septic Exception Application No. 20250523.1, allowing for a septic system to be placed within the Town boundaries to serve a new dwelling unit at 27147 Garth Lane. Parcel ID No. 17-3N-24-2020-0022-0000.

BACKGROUND:

On May 5, 2025, a development investigation was submitted for 27147 Garth Lane in preparation for removal of an old manufactured home and replacing it with a new manufactured home. The recommendation of the Public Works Department is for a septic exception to be applied for as the Sewer connection would be approx. 3,600 feet, it would require a force main to connect to the force main at Lake Drive.

Sec. 58-42. With sewer system.

The owner of each lot or parcel of land within the town, upon which lot or parcel of land any building or trailer used as a dwelling is now situated or shall be hereafter situated, for either residential, commercial or industrial use, shall connect or cause such building or trailer to be connected with the public sewer facilities of the municipal sewer system of the town, and use such facilities within 12 months following notification to do so by the town clerk. All such connections shall be made in accordance with rules and regulations which shall be adopted as necessary by the town council, which rules and regulations shall provide for a charge for making any such connections in such reasonable amounts as such town council may fix and determine. The owner may apply for an exception from the town council upon good cause shown.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Town Council approval of Septic Exception Application No. 20250523.1, allowing for a septic system to be placed within the Town boundaries to serve a new dwelling unit at 27147 Garth Lane. Parcel ID No. 17-3N-24-2020-0022-0000, with the following condition:

- Public works and/or the Land Use Administrator of the Town of Hilliard must approve proposed/staked out location of drain field before soil testing. If the location is moved due to test results a second location approval is needed prior to installation of drain field.



Town of Hilliard Septic Tank Exception Application

FOR OFFICE USE ONLY

ITEM-6

File # 20250523.1
Application Fee: 250.00
Filing Date: 05/23/25 by: gc
Acceptance Date: _____ by: _____
paid \$250 - cash

A. PROJECT

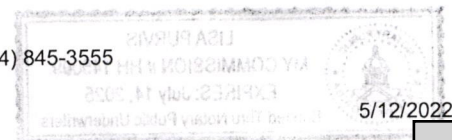
1. Project Name: Nicholas Stroud
2. Address of Subject Property: 27147 GARTH LN Hilliard FL 32046
3. Parcel ID Number(s): 17-3N-24-2020-0022-0000
4. Existing Use of Property: Res - m/h
5. Future Land Use Map Designation: Res - m/h
6. Zoning Designation: _____
7. Acreage: 1

B. APPLICANT/CONTRACTOR*

1. Applicant's Status ☒ Owner (title holder) ☐ Agent
2. Name of Applicant(s) or Contact Person(s): Nicholas Stroud Title: owner
Company (if applicable): N/A
Mailing address: 27147 GARTH LN
City: Hilliard State: FL ZIP: 32046
Telephone: (904) 524-0009 FAX: () N/A e-mail: N/A

3. Contractor:
Name of Contractor: Daniel Hendricks
Company (if applicable): Hendricks Septic Serv
Mailing address: 33608 Meadows Ln
City: Callahan State: FL ZIP: _____
Telephone: (904) 509-1745 FAX: () N/A e-mail: DHENDRICKS614@nino-stream.net

* Must provide executed Property Owner Affidavit authorizing the agent to act on behalf of the property owner.



C. ATTACHMENTS (One copy plus one copy in PDF format)

1. Site Plan including but not limited to:
 - a. Name, location, owner, and designer of the proposed development.
 - b. Vicinity map - indicating general location of the site and all abutting streets and properties.
 - c. Statement of Proposed Uses.
 - d. Location of the site in relation to adjacent properties, including the means of ingress and egress to such properties and any screening or buffers along adjacent properties.
 - e. Date, north arrow, and graphic scale (not to exceed one (1) inch equal to fifty (50) feet).
 - f. Area and dimensions of site.
 - g. Location of all property lines, existing right-of-way approaches, sidewalks, curbs, and gutters.
 - h. Access and points of connection to utilities (electric, potable water, sanitary sewer, gas, etc.).
 - i. Structures and major features – fully dimensioned – including setbacks, distances between structures, floor area, width of driveways and lot coverage.
 - j. Required buffers.
 - k. Location of existing trees, identifying any trees to be removed.
2. Legal description with tax parcel number.
3. Warranty Deed or other proof of ownership.

D. FEE

1. \$250.00

No application shall be accepted for processing until the required application fee is paid in full. Any fees necessary for technical review or additional reviews of the application by a consultant will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any action of any kind on the development application.

All 3 attachments are required for a complete application. A completeness review of the application will be conducted within fourteen (14) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge:

Signature of Applicant

Nicholas Stroud
Typed or printed name and title of applicant

5-23-25

Date

State of

Florida

County of

Nassau

Signature of Co-applicant

Typed or printed name of co-applicant

Date

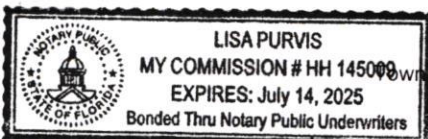
The foregoing application is acknowledged before me this 23RD day of May, 2025, by Nicholas Stroud, who is/are personally known to me, or who has/have produced FL D.L. as identification.

NOTARY SEAL

[Signature]

Signature of Notary Public, State of

Florida



Notary Public, State of Hilliard ♦ 15859 West CR 108 ♦ Hilliard, FL 32046 ♦ (904) 845-3555

**OWNER'S AUTHORIZATION FOR AGENT
PLANNING DEPARTMENT**

TOWN OF HILLIARD, FLORIDA

**EACH AND EVERY OWNER SHOWN ON THE PROOF OF
OWNERSHIP MUST SIGN AN AUTHORIZATION FORM**

Agent Authorization Form

I/We Nicholas Stroud
(Print Name of Property Owner)
hereby authorize Daniel R. Hernandez
(Print Name of Agent)
to represent me/us in processing an application for replacement of mobile home
Type of Application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner(s) attest that the application is made in good faith and that any information contained in the application is accurate and complete.

Nicholas Stroud
(Signature of Owner)

(Signature of Owner)

Nicholas Stroud
(Print Name of Owner)

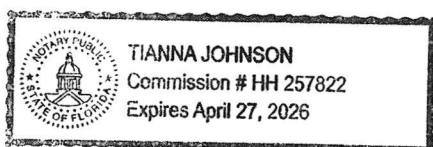
(Print Name of Owner)

State of Florida

} ss

Nassau County

Sworn to and subscribed before me on this 1 day of May, 2023,
by Nicholas Stroud
(Name of Person Making Statement)



Tianna Johnson
Signature of Notary Public
State of Florida

Tianna Johnson
Print, type or stamp commissioned name
of Notary Public

My Commission Expires: April 27, 2024

Individual making statement is _____ personally known or ✓ produced identification.

Type of identification produced: FL DL



Town of Hilliard Development Investigation Application

FOR OFFICE USE ONLY

File # 20250505.01Application Fee 100.00Filing Date: 5/5/25 By: JCAcceptance Date: 5/5/25 By: JC

A. PROJECT

1. Address of Subject Property: 27147 CARTH LN Hilliard, FL 32046
2. Parcel ID Number(s): 17-34-24-2020-0022-0000
3. Acreage of Project: 1.14 Acres

B. APPLICANT

1. Name of Applicant(s) or Contact Person(s): Nicholas Stroud Title: HOME OWNER

Company (if applicable): -Mailing address: 27147 CARTH LNCity: Hilliard State: FL ZIP: 32046Telephone: (904) 524-2009 FAX: () e-mail: dhendricks614@gmail.com

C. ATTACHMENTS, if available (One copy, no larger than 8 1/2 x 11)

1. Site Plan of proposed development
 2. Survey of proposed development
 3. Design of the proposed development
 4. Vicinity map - indicating general location of the site and all abutting streets and properties (*Required)
 5. Statement of proposed development
- 904-509-1745
904-707-2443
Daniel Hendrick

D. APPLICATION FEE

1. \$100 plus \$20 per acre

FOR OFFICE USE ONLY DO NOT WRITE BELOW THIS LINE (REVIEWS ARE COMPLETED WITHIN 14 DAYS)

Zoning A-1 Reviewed By: MLWWater Service Available NO Location of Service CR 108Improvements Required for Water Service Well Exception Suggested Reviewed By: CCSewer Service Available NO Location of Service CR 108 & Lake DriveImprovements Required for Sewer Service Septic Exception Suggested Reviewed By: CCAccess onto Public Right of Way or Approved Private Road X Paved Road Unpaved Road XImprovements Required for Access None Reviewed By: CCTemporary Culvert needed during construction? Y N X Location? N/A

Town of Hilliard ♦ 15859 C.R. 108 ♦ Hilliard, FL 32046 ♦ (904) 845-3555

If water connection is wanted, it will require short tap, system deviation, flow meter & owner to connect from CR 108 to main line.

ITEM-6

A PORTION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 (ALSO KNOWN AS LOT 22 AS SHOWN ON PLAT OF CORNWALL FARM LAND COMPANY AS RECORDED IN PLAT BOOK 0, PAGE 32, IN THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA) SECTION 17, TOWNSHIP 3 NORTH, RANGE 24 EAST, SAID NASSAU COUNTY, FLORIDA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY
RIGHT OF WAY LINE OF STATE ROAD 108 (A 66 FOOT
PUBLIC RIGHT OF WAY) AND THE SOUTHERLY LINE OF
SAID LOT 22; THENCE SOUTH 89°42'44" WEST, ALONG
THE SAID SOUTHERLY LINE, A DISTANCE OF 414.29
FEET TO THE POINT OF BEGINNING; THENCE NORTH
01°52'16" WEST A DISTANCE OF 332.55 FEET TO THE
NORTHERLY LINE OF SAID LOT 22; THENCE SOUTH
89°36'44" WEST, ALONG SAID NORTHERLY LINE, A
DISTANCE OF 269.67 FEET; THENCE SOUTH 01°52'16"
EAST, A DISTANCE OF 332.08 FEET TO THE AFORESAID
SOUTHERLY LINE OF LOT 22; THENCE NORTH 89°42'44"
EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF
269.68 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 2.06 ACRES, MORE OR LESS.

A PORTION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 (ALSO KNOWN AS LOT 22 AS SHOWN ON PLAT OF CORNWALL FARM LAND COMPANY AS RECORDED IN PLAT BOOK O, PAGE 32, IN THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA) SECTION 17, TOWNSHIP 3 NORTH, RANGE 24 EAST, SAID NASSAU COUNTY, FLORIDA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY
RIGHT OF WAY LINE OF STATE ROAD 108 (A 66 FOOT
PUBLIC RIGHT OF WAY) AND THE SOUTHERLY LINE OF
SAID LOT 22; THENCE SOUTH 89°42'44" WEST, ALONG
THE SAID SOUTHERLY LINE, A DISTANCE OF 683.97
FEET TO THE POINT OF BEGINNING; THENCE NORTH
01°52'16" WEST A DISTANCE OF 332.08 FEET TO THE
NORTHERLY LINE OF SAID LOT 22; THENCE SOUTH
89°36'44" WEST, ALONG SAID NORTHERLY LINE, A
DISTANCE OF 149.68 FEET; THENCE SOUTH 01°52'16"
EAST, A DISTANCE OF 331.82 FEET TO THE AFORESAID
SOUTHERLY LINE OF LOT 22; THENCE NORTH 89°42'44"
EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF
149.69 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 1.14 ACRES, MORE OR LESS.

FOR
WONELL SMITH

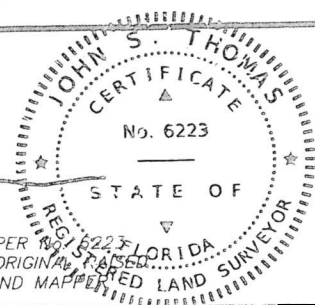
LEGEND	
HWF	HOG WIRE FENCE
INDENT	IDENTIFICATION
OR	OFFICIAL RECORDS
WBF	WOOD BOARD FENCE
(M)	MEASURED
(R)	RECORD

NE TABLE	
IG	DISTANCE
'44"E	269.68'(M)
'44"E	149.69'(M)

O & ASSOCIATES, INC.
Y CERTIFIED SURVEYORS & MAPPERS

TE OF AUTHORIZATION No. LB 6508
IPS HIGHWAY
LLE, FLORIDA 32207
-0071
-7174 FAX
TQ.com

JOHN S. THOMAS, P.S.M.
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6223
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER





AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: June 5, 2025

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

SUBJECT: Town Council approval of the Capital Budget Expenditure for the repair of Manhole 5, in the amount of \$28,090.00.

BACKGROUND:

Proposed bid is from Atlantic Pipe Services, LLC which is contracted under Volusia County's Master Agreement No. 78012439-1 (Solicitation #22-B112LS). Payment is for work to complete Proposal 7877 for the repair of Manhole 5 at the intersection of Oxford Street and West Third Street.

FINANCIAL IMPACT:

\$28,090.00

RECOMMENDATION:

Town Council approval of the Capital Budget Expenditure for the repair of Manhole 5, in the amount of \$28,090.00.

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

PROPOSAL

7877

CUSTOMER: TOWN OF HILLIARD	PHONE: 904-719-1012	DATE: 05/23/2025
STREET: 15859 West County Road 108	JOB NAME: Oxford St & W 3rd Ave Repairs	
CITY/STATE/ZIP: Hilliard, FL, 32046	JOB LOCATION: Oxford St & W 3rd Ave, Hilliard, FL,	
ATTN: Cory Hobbs	E-MAIL: chobbs@townofhilliard.com	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
<i>Seq: Sewer Repairs</i>				
5.00	Sectional CIPP Liner - 4' x 8"	EA	2,450.00	12,250.00
16.00	Pressure Grouting	HRS	325.00	5,200.00
80.00	Grout Material	GAL	30.00	2,400.00
16.00	Cleaning & CCTV Inspection of 6"-12" Sewer Mains	HRS	515.00	8,240.00
TOTAL				28,090.00

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

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

PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

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

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

We propose to hereby furnish the following:

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

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

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

CUSTOMER RESPONSIBILITIES

CUSTOMER RESPONSIBILITIES

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

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

Weekend and Night Work may be subject to increase rates

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

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

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

ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE	Erin Hans - Project Estimator		DATE 5/23/2025
SIGNATURE	Erin Hans <div>Digitally signed by Erin Hans DN: cn=Erin Hans, c=US, email=erinhans@atlanticpipe.us Date: 2025-05-23 08:30:04-00</div>		

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

CUSTOMER			
PRINT NAME / TITLE		DATE	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

ITEM-7

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

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

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

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

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

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

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

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

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

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

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

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

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



Master Agreement

NO. 780 12439 - 1

ITEM-7

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

Page 1 of 4

Date Issued: 08/08/2022

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

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

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception. In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Master Agreement

NO. 780 12439 - 1

ITEM-7

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

Page 3 of 4

Date Issued: 08/08/2022

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

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

Remainder of page is blank

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception.
In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

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

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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, MAY 15, 2025, 7:00 PM

NOTICE TO PUBLIC

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

PLEDGE OF CIVILITY

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

WE WILL DIRECT ALL COMMENTS TO THE ISSUES.

WE WILL AVOID PERSONAL ATTACKS.

"Politeness costs so little." – ABRAHAM LINCOLN

CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

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. 2025-06 – Approving Resolution No. 2024-21 concerning Project No. 45030, Loan Agreement, pledged revenues, and designation of an authorized representative.

Mayor Beasley

Open Public Hearing

Call for Public Comments

Close Public Hearing on Ordinance No. 2025-06

Following no public comments, motion to close Public Hearing at 7:01 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 adoption of Ordinance No. 2025-06, on Second & Final Reading.

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

REGULAR MEETING

ITEM-2 Additions/Deletions to Agenda

ITEM-12 Town Council to add the Town joining the Westside Chamber.

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

ITEM-3 Town Council approval of the Annual Financial Statements & Audit for the fiscal year ending September 30, 2024.

Brad Hough, CPA – Powell & Jones, CPA's

Brad Hough, of Powell & Jones, CPA's, states that the Town had a clean audit and discusses highlights from the Audit Report.

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-4 Town Council to consider and provide feedback to the Nassau Planning Department as they share the most recent draft of Nassau County Vision 2050.

Lee Anne Wollitz – Land Use Administrator

Elizabeth Backe, Nassau County Planning Director, states that she is excited to be here and is thankful for the feedback received throughout this process. Melissa Beaudry, Senior Resilience Planner with Halff Associates, on behalf of Nassau County presents the slideshow presentation to the Town Council. Mrs. Beaudry outlines the project purpose along with the phases in which they are currently at. We've completed Phase 4 (drafting the plan) and are moving into Phase 5—adoption, which is scheduled for June. The goal is to manage future growth while preserving Nassau's rural character. Public input has shaped every step—from surveys and events to community feedback—which emphasized preserving natural areas, offering diverse housing, and supporting local jobs. Three growth scenarios are presented:

- Trend (business as usual)
- Incremental (moderate shift)

- Think Big (focused growth along I-95 with rural preservation)

Mrs. Beaudry continues stating that “Think Big” received the most support and is the basis for the preferred growth scenario. With 100,000 new residents expected by 2050, the plan focuses on sustainable development, infrastructure, and economic opportunity while maintaining the county’s unique character. Hilliard and Callahan are shown as rural towns, with coral-colored joint planning areas around them in the presentation. These zones allow the County and Towns to coordinate future growth—balancing residential, commercial, and rural land uses. The striped area in the presentation between the towns supports a future commercial corridor. The map also outlines current and potential future roadways to connect growth areas—especially in the south—to the rest of the county, not just Jacksonville. A Transfer of Development Rights (TDR) program is being considered to preserve rural areas by shifting growth to designated zones. The plan is built on eight building blocks—housing, connectivity, governance, resilience, and more. Each includes goals, strategies, and outcomes that will be refined in the next planning phase. She also states that you can view and comment on the plan at nassau2050.com through May 23, 2025. The interactive site allows general feedback, map-specific input, and detailed comments on each building block. Public input is vital to finding the right balance between growth and preservation.

ITEM-5 Town Council approval of the Capital Budget Expenditure for Electrical Upgrades to the Wetland Influent Control Panel Box, with PSI Technologies and Osprey I & E Inc., in the amount of \$15,928.00.

Cory Hobbs – Interim Public Works Director

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

ITEM-6 Town Council to consider a request from the Marine Corp League for a donation to purchase toys to be distributed at the Northeast Florida Fairgrounds Toys for Tots giveaway in the amount of \$1,000.00.

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-7 Town Council to accept the resignation letter from Charles Reed, of the Planning & Zoning Board effective July 1, 2025, and to instruct the Town Clerk to initiate the process for a new appointment.

Lee Anne Wollitz – Land Use Administrator

Town Council requests that social media and website advertising begin as soon as possible. Resumes will be accepted through June 6, 2025. Applicants who have submitted resumes are asked to attend the workshop scheduled for June 12, 2025, where the Town Council will discuss the position with them. The appointment vote is set to take place during the regular meeting on either June 19, 2025, or July 3, 2025.

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-8

Town Council to discuss Mr. Timothy Fisk's public records request.

Lisa Purvis, MMC – Town Clerk

Mr. Timothy Fisk addresses the Town Council regarding his ongoing public records request. He expresses concern over what he describes as excessive attorney fees associated with the review of the requested records, stating that he found it hard to believe it would take over two hours to determine what could be released from just three files.

Mr. Fisk inquires specifically about records related to Councilman Michaels during his tenure as Parks & Recreation Director. He questions whether the absence of a termination letter or a performance review were due to the documents being lost or for another reason.

He also references a request he made for playground safety inspection reports and asks how the Town justified spending \$5,000 on welding repairs to playground equipment if no documentation exists supporting the need for the work.

Additionally, Mr. Fisk previously requested access to the Town's accounts payable files, including a list of all Town-issued credit cards and the individuals to whom they are assigned, expressing interest in understanding Town purchases. He notes that he had also requested a copy of the contract between the Town and the Sheriff's Department and was informed that no such contract exists.

Mr. Fisk raises concerns about being required to have a Sheriff present while reviewing records, stating that he has never threatened to steal documents from the Town.

He also mentions requesting to review the personnel files of Town Clerk Lisa Purvis and Public Information Officer & Event Coordinator Alicia Head, citing an incident his daughter witnessed involving vaping. He claims the Town accused him of attempting to steal records and that the Town Clerk has stated she is afraid of him, a claim he denied, stating he has never made threats and simply points out when she is not performing her duties.

Mr. Fisk concludes by questioning why he should be responsible for paying for a Sheriff's presence, suggesting that if the Town Clerk feels unsafe, any related costs should come from her personally.

Mayor Beasley addresses Mr. Fisk's concerns, beginning with the topic of playground inspections. He explains that the Town does not conduct formal inspections of playground equipment. Instead, if the Parks & Recreation Director identifies an issue that needs to be addressed, the Town takes action to have it repaired.

Regarding the contract with the Sheriff's Department, Mayor Beasley clarifies that the Nassau County Sheriff's Office is responsible for law enforcement across the entire county. He notes that Fernandina Beach is an exception because it maintains its own police department, whereas the Town falls under county jurisdiction.

He also affirms that accounts payable records are public information and

accessible to the public.

Addressing concerns about a trespass notice, Mayor Beasley states that Mr. Fisk has repeatedly accused Town Clerk Lisa Purvis of either altering the document or failing to provide the correct version. He clarifies that the Town provided Mr. Fisk with the complete document as it exists in Town records. The only discrepancy was in the document's format—it was provided in landscape orientation instead of portrait. The content remained unchanged, and the only omission was the bottom line due to formatting. The substance of the notice itself was included and not altered.

Finally, Mayor Beasley addresses the inquiry about Councilman Michaels' time as Parks & Recreation Director. He explains that the Town does not conduct performance evaluations for Directors and that there is no termination letter on record. Mr. Michaels resigned from the position, and since the matter was handled directly by the Town Council, no such document exists.

Mr. Fisk responds by stating that when he originally inquired about the police contract, it was his understanding that only recently—this year—had the Sheriff's Department been authorized to police roads within counties and towns.

In response, Mayor Beasley clarifies that at no point has the Nassau County Sheriff's Office been prohibited from patrolling the Town's streets. He then asks Town Attorney Waugh to provide clarification.

Town Attorney Waugh responds, saying that if that were true, he would have received fewer speeding tickets during high school.

Councilman Wollitz then addresses Mr. Fisk's earlier comment about a \$5,000 welding expense. Councilman Wollitz clarifies the actual figures, stating that the Town paid Hilton's Welding & Fabrication \$750 on December 19, 2024, and \$857.50 on April 17, 2025, for playground equipment repairs.

Mr. Fisk replies that he believed that \$5,000 was the amount he had been told.

Mayor Beasley then asks Town Clerk Lisa Purvis whether she had fulfilled Mr. Fisk's records request to the best of her ability.

Town Clerk Purvis confirms that she had and notes that until Mr. Fisk pays the required deposit, he cannot review records on-site at Town Hall.

Mr. Fisk responds that he refuses to pay for a sheriff deputy or for legal fees associated with the review of his request.

Town Attorney Waugh clarifies that the amount requested is only a deposit. If the processing of the public records request takes less time or fewer resources than anticipated—whether in terms of staff time or legal review—the unused portion of the deposit will be refunded.

Town Clerk Purvis adds that this information had been clearly communicated to Mr. Fisk through prior email correspondence.

- ITEM-9 Town Council approval of the Minutes for the May 1, 2025, Regular Meeting, and the May 8, 2025, Workshop.

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-10 Town Council approval of AECOM Technical Services, Inc., Payable through May 2, 2025, Project Name: Environmental Assessment for the North and South Property Acquisitions at the Hilliard Airpark in the amount of \$8,250.00.
FDOT PTGA 100% GRANT FUNDED PROJECT \$55,000; AECOM S.A. NO. 21 LUMP SUM CONTRACT \$55,000

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

- ITEM-11 Town Council approval of PQH Group, Payable through May 5, 2025, Project Name: Hurricane Shelter / Community Center Project in the amount of \$60,000.00.
FDEM 100% GRANT FUNDED PROJECT LUMP SUM CONTRACT \$572,000

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-12 Town Council to consider joining and becoming a member of the newly re-established Westside Chamber.
Councilman Michaels

Motion to join the Westside Chamber and pay the \$250.00 annual membership fee.

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

ADDITIONAL COMMENTS

PUBLIC

Timothy Fisk, 27146 West First Avenue, Hilliard, addresses the Town Council, stating he believes that the Town needs a Town Manager—someone to oversee day-to-day operations and ensure accountability. He notes that he would soon be emailing all the Town Council Members, suggesting they would be surprised by the contents, and that the email would include supporting documentation.

Mr. Fisk expresses his opinion that Councilman Michaels should resign, stating he already has someone in mind to fill the seat—though not himself.

He criticizes the way the Town is managed, claiming that it cannot function without government assistance and is overly dependent on grants or subsidies to complete projects. He argues that the Town should adopt more fiscally responsible practices. He adds that, in his view, while the Town Council members may consider themselves Republicans, their approach to governance appears more liberal and reliant on government aid.

Mr. Fisk also discloses that he is a socialist who receives Social Security, food stamps, and government-funded healthcare, but said he dislikes the system.

He reiterates the need for a Town Manager and suggests the Town invest approximately \$300 in a full set of the 2024 Florida State Statutes. He claims this could reduce the need for extended legal consultations regarding public records. He offers to loan his personal set to the Town if needed.

Alicia Head, 273243 Murrhee Road, Hilliard, expresses her sincere appreciation to the Town Council members and the Town Clerk for their service. She recognizes the role as one of the most selfless forms of public service, often involving long hours, difficult decisions, and limited recognition. She commends their commitment to the community, from attending meetings and listening to public concerns to shaping the Town's future. She offers heartfelt thanks, stating that the Town is better because of their dedication.

David Lewis, 475919 Middle Road, Hilliard, speaking on behalf of the Veterans of Foreign Wars Post 100095 just outside the Town limits, thanks Mayor Beasley and the Town Council for supporting Mrs. Head in bringing the Vietnam Memorial Traveling Wall to Nassau County. He emphasizes the importance of honoring those who have died in service and expresses heartfelt gratitude on behalf of the VFW in Hilliard, as well as all veterans in District 6 of the Veterans of Foreign Wars.

MAYOR & TOWN COUNCIL

Councilman Wollitz, expresses his gratitude to Planning & Zoning Board Member Charlie Reed for his dedicated service to the Town since 2009. He acknowledges the difficulty of decision-making in such roles and thanks Mr. Reed for his commitment.

He also asks everyone to keep Planning & Zoning Board Member Skip Frey in their thoughts and prayers, sharing that he recently spoke with Mr. Frey and was glad to report that he is in good spirits and progressing well.

He went on to thank all those involved in the Vietnam Veterans Memorial Wall events, expressing his pride that the Town was able to make such a meaningful contribution to the community.

Councilman Michaels, shares updates from Parks & Recreation, noting that Director Gabe Whittenburg is actively preparing for the pool opening. He mentions the high level of excitement from local children looking forward to using the pool.

He also announces that flag football registration will be starting soon, and that Mr. Whittenburg was overseeing the final makeup soccer game that evening. He confirms the pool will officially open on Saturday, May 24, 2025.

Council Pro Tem Pickett, voices his agreement with the comments made by Councilman Wollitz.

Council President Sims, also agrees with Councilman Wollitz and took a moment to thank both the Town Council and Town Employees. He acknowledges the challenges they sometimes face from citizens but emphasizes that everyone handles it professionally, and he expresses appreciation for their service.

Mayor Beasley, echoes the sentiments of Council President Sims and Councilman Wollitz. He apologized if any earlier comments caused offense but affirms his belief that the Town has acted appropriately.

He reminds everyone that Food Truck Friday will be held in two weeks, on May 30, 2025, featuring live music, and he encourages community members to attend.

He reiterates that the pool will open next weekend on May 24, 2025.

Mayor Beasley also shares that he will be absent from the June meetings due to a scheduled surgery.

He concludes by congratulating his granddaughter on receiving the MVP Award for her middle school softball team, as well as being named Outstanding Player of the Year for the JV team.

ADMINISTRATIVE STAFF

PRESENT:

Interim Public Works Director Cory Hobbs

Town Clerk Lisa Purvis

ABSENT:

Parks & Recreation Director Gabe Whittenburg (Soccer)

Interim Public Works Director Cory Hobbs, reports that just in time for the upcoming hurricane season, Ring Power has finally received the necessary parts to repair the CAT generator. He anticipates the generator will be back online within the next week or so. He also notes that the Public Works Department recently removed asphalt at the intersection of Oxford and Third Street. He is currently in the process of obtaining quotes for the repair of a manhole at that location and expects the repair work to be completed in the coming weeks.

Town Clerk Lisa Purvis, shares exciting news that she received a call from Congressman Aaron Bean informing her that the Town has been awarded \$585,000 through the FAA BIL Grant. These funds are part of the reimbursement that covers the land acquisition expenses at the north end of the airport runway and represents four of the five years of funding. She adds that the Town is expected to receive the fifth and final contribution next year.

She also comments on the recent delivery of the Town's audit, stating that it confirms the Town is fiscally responsible.

Mayor Beasley, thanks the Town staff for their efforts in maintaining financial stability. He emphasizes that while many counties and municipalities struggle to pay their bills, the Town of Hilliard is not among them, and he is proud of that accomplishment.

TOWN ATTORNEY

Town Attorney Christian Waugh, reminds the Town Council of their prior authorization to file a lawsuit against ADB, a subcontractor accused of damaging the Town's utilities and infrastructure. Although the Town has already initiated legal action against ADB, the prime contractor on the project has now submitted a \$10,000 claim for payment from the Town. Mr. Waugh states that the basis for this claim is unclear and expressed interest in pursuing legal action against the prime contractor as well, noting that the Town's primary goal is reimbursement for the damages—regardless of which party ultimately pays.

He requests authorization to evaluate the best course of action, which may involve threatening legal action or amending the current lawsuit to include the prime contractor.

This matter is expected to be placed on the agenda for the next Council meeting.

Town Clerk Lisa Purvis, clarifies that, after consulting with Interim Public Works Director Cory Hobbs, the two issues mentioned—the ADB subcontractor who damaged the Town's

utilities and main contractor who submitted a \$10,000—are separate matters and the claim against the Town has been submitted to the Town’s insurance carrier.

ADJOURNMENT

Motion to adjourn at 8:13 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

Invoice

500 West Fulton Street
Sanford, FL 32771
407-322-6841

Town of Hilliard
15859 W CR 108
Hilliard, FL 32046

May 23, 2025

Project No: 201.M961060.000

Invoice No: 167528

8-INCH PARALLEL WATER MAIN EXTENSION TO FAA FACILITY (DESIGN ONLY)
CLIENT NO. 9610-60-1

Engineering services regarding the 8-inch Parallel Water Main Extension to FAA Facility (Design Only) project for the Town of Hilliard including progress toward engineering design, CAD design, and coordination during the period ending May 16, 2025.

Billing Phase	Fee	Percent Complete	Previous Fee Billing	Current Fee Billing
Engineering Design	84,840.00	60.00	0.00	50,904.00
Topographic Survey	17,200.00	100.00	0.00	17,200.00
Permit Applications	12,000.00	0.00	0.00	0.00
Construction Bidding Services	4,000.00	0.00	0.00	0.00
Construction Administration	36,360.00	0.00	0.00	0.00
Resident Project Representative Services	39,680.00	0.00	0.00	0.00
Record Drawings	5,600.00	0.00	0.00	0.00
Total Fee	199,680.00		0.00	68,104.00
Total Fee				68,104.00
			Total this Invoice	\$68,104.00