

HILLIARD TOWN COUNCIL MEETING

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

TOWN COUNCIL MEMBERS

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

ADMINISTRATIVE STAFF

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

TOWN ATTORNEY

Christian Waugh

AGENDA

THURSDAY, JANUARY 16, 2025, 7:00 PM

NOTICE TO PUBLIC

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

PLEDGE OF CIVILITY

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

CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING

ITEM-1

Public Hearing & Regular Meeting action on Ordinance No. 2024-13, are postponed / tabled at the applicant's request until the item is readvertised for Public Hearing.

Mayor Beasley

ITEM-2

Public Hearing & Regular Meeting action on Ordinance No. 2024-14, are postponed / tabled at the applicant's request until the item is readvertised for Public Hearing.

Mayor Beasley

ITEM-3

Ordinance No. 2025-01 – Rezoning the property consisting of approximately 51 acres, more or less, located on the east side of Pine Street north of Henry Smith Road, more particularly described in Attachment "A", Legal Description; specifically described in Attachment "B" Written Description; and Attachment "C" Site Plan; Hilliard Florida, Nassau County Parcel ID No. 16-3N-24-0000-0009-0000; from Agricultural A-1 to PUD, Planned Unit Development; providing for severability, repealer, and setting an effective date.

Mayor Beasley

Open Public Hearing
Call for Public Comments
Close Public Hearing on Ordinance No. 2025-01

TOWN COUNCIL ACTION

Town Council to consider adopting Ordinance No. 2025-01, and to set a Public Hearing & Final Reading for February 20, 2025.

REGULAR MEETING

ITEM-4 Additions/Deletions to Agenda

ITEM-5 Town Council adoption of Resolution No. 2025-02, Authorizing the Permitting of a Martin Luther King, Jr. Walk.
Lisa Purvis, MMC – Town Clerk

ITEM-6 Town Council approval of position process for Joseph (Jody) Moore’s transition from introductory/probationary status to regular full-time.
Cory Hobbs – Interim Public Works Director

ITEM-7 Town Council approval of the Capital Budget Expenditure for the installation of the 6” AC Valve Insertion on CR 108 in the amount of \$9,207.00.
Cory Hobbs – Interim Public Works Director

ITEM-8 Town Council approval of the Capital Budget Expenditure for the replacement and service to Well #4, in the amount of \$49,250.00.
Cory Hobbs – Interim Public Works Director

ITEM-9 Town Council approval of the Minutes for the January 2, 2025, Regular Meeting.
Lisa Purvis, MMC - Town Clerk

ITEM-10 Town Council approval of AECOM Technical Services, Inc., Payable through January 3, 2025, Project Name: Environmental Assessment for the North and South Property Acquisitions at the Hilliard Airpark in the amount of \$13,750.00.
FDOT PTGA 100% GRANT FUNDED PROJECT \$55,000; AECOM S.A. NO. 21 LUMP SUM CONTRACT \$55,000

ITEM-11 Town Council approval of Mittauer & Associates, Inc. Payable through December 31, 2024, Project Name: Planning Phase - CWSRF Sewer System Rehabilitation, in the amount of \$5,500.00.
FDEP SRF 50/50 GRANT & LOAN FUNDED PROJECT \$280,250 MITTAUER & ASSOCIATES, INC. LUMP SUM CONTRACT \$120,000

ADDED ITEMS

ADDITIONAL COMMENTS

PUBLIC

MAYOR & TOWN COUNCIL

ADMINISTRATIVE STAFF

TOWN ATTORNEY

ADJOURNMENT

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

TOWN COUNCIL MEETINGS

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

PLANNING & ZONING BOARD MEETINGS

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

MINUTES & TRANSCRIPTS

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

TOWN WEBSITE & YOUTUBE MEETING VIDEO

The Town’s Website can be access at www.townofhilliard.com.
Live & recorded videos can be accessed at www.youtube.com search - Town of Hilliard, FL.

ADA NOTICE

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

APPEALS

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

PUBLIC PARTICIPATION

Pursuant to Section 286.0114, Florida Statutes, effective October 1, 2013, the public is invited to speak on any “proposition” before a board, commission, council, or appointed committee takes official action regardless of whether the issue is on the Agenda. Certain exemptions for

emergencies, ministerial acts, etc. apply. This public participation does not affect the right of a person to be heard as otherwise provided by law.

EXPARTE COMMUNICATIONS

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

2025 HOLIDAYS

TOWN HALL OFFICES CLOSED

- | | |
|----------------------------------|------------------------------|
| 1. Martin Luther King, Jr. Day | 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: January 16, 2025

FROM: **Mayor Beasley**

SUBJECT: Public Hearing & Regular Meeting action on Ordinance No. 2024-13, are postponed / tabled at the applicant's request until the item is readvertised for Public Hearing.

BACKGROUND:

See attached.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Public Hearing & Regular Meeting action on Ordinance No. 2024-13, at the applicant's request is postponed / tabled until the item is readvertised for Public Hearing.

Lee Anne Wollitz

From: Shalene B Estes <ShaleneEstes@forestar.com>
Sent: Wednesday, January 15, 2025 11:32 AM
To: Lee Anne Wollitz
Subject: RE: NCSB Mitigation

Good morning, Lee Anne. We do need to "postpone/table" our item. I know you needed me to let you know at the beginning of the week but this was the earliest I could email you.

Thank you,

Shalene



FORESTAR

Shalene B. Estes
Entitlements Manager, NEFL Division

14785 Old St. Augustine Road, Suite 300
Jacksonville, FL 32258

o: 904.899.5948 **m:** 904.870.2893

Forestar.com



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Public Hearing & Regular Meeting Meeting Date: January 16, 2025

FROM: **Mayor Beasley**

SUBJECT: Public Hearing & Regular Meeting action on Ordinance No. 2024-14, are postponed / tabled at the applicant's request until the item is readvertised for Public Hearing.

BACKGROUND:

See attached.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Public Hearing & Regular Meeting action on Ordinance No. 2024-14, is postponed / tabled at the applicant's request until the item is readvertised for Public Hearing.

Lee Anne Wollitz

From: Shalene B Estes <ShaleneEstes@forestar.com>
Sent: Wednesday, January 15, 2025 11:32 AM
To: Lee Anne Wollitz
Subject: RE: NCSB Mitigation

Good morning, Lee Anne. We do need to "postpone/table" our item. I know you needed me to let you know at the beginning of the week but this was the earliest I could email you.

Thank you,

Shalene



FORESTAR

Shalene B. Estes
Entitlements Manager, NEFL Division

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o: 904.899.5948 **m:** 904.870.2893

Forestar.com



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Public Hearing & Regular Meeting Meeting Date: January 16, 2025

FROM: **Mayor Beasley**

SUBJECT: Town Council to consider Ordinance No. 2025-01, an Ordinance rezoning the property consisting of approximately 51 acres, more or less, located on the east side of Pine Street north of Henry Smith Road, more particularly described in Attachment "A", Legal Description; specifically described in Attachment "B" Written Description; and Attachment "C" Site Plan; Hilliard Florida, Nassau County Parcel ID No. 16-3N-24-0000-0009-0000; from Agricultural A-1 to PUD, Planned Unit Development; providing for severability, repealer, and setting an effective date. Setting the Second Public Hearing & Final Reading for February 20, 2025.

BACKGROUND:

See attached.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Town Council to set a Second Public Hearing & Final Reading for February 20, 2025.

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE TOWN OF HILLIARD, FLORIDA, A MUNICIPAL CORPORATION; REZONING THE PROPERTY CONSISTING OF APPROXIMATELY 51 ACRES, MORE OR LESS, LOCATED ON THE EAST SIDE OF PINE STREET NORTH OF HENRY SMITH ROAD, MORE PARTICULARLY DESCRIBED IN ATTACHMENT "A", LEGAL DESCRIPTION; SPECIFICALLY DESCRIBED IN ATTACHMENT "B" WRITTEN DESCRIPTION; AND ATTACHMENT "C" SITE PLAN; HILLIARD FLORIDA, NASSAU COUNTY PARCEL ID NO. 16-3N-24-0000-0009-0000; FROM AGRICULTURAL A-1 TO PUD, PLANNED UNIT DEVELOPMENT; PROVIDING FOR SEVERABILITY, REPEALER, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the property owner for the property consisting of approximately 51 acres, more or less, which is located on the east side of Pine Street north of Henry Smith Road and more particularly described in Attachment "A" Legal Description, Hilliard, FL, Nassau County Parcel ID No. 16-3N-24-0000-0009-0000, requested zoning change for the subject from A-1 Agricultural to PUD, Planned Unit Development ; and

WHEREAS, the owner has requested to rezone the property described in Attachment "A" Legal Description to PUD, Planned Unit Development to create the Tompkins Preserve PUD; and

WHEREAS, the Town of Hilliard Planning & Zoning Board held a duly noticed Public Hearing on January 7, 2025, regarding the rezoning of the subject property to PUD, Planned Unit Development; and

WHEREAS, the Town of Hilliard Planning & Zoning Board, has reviewed the proposed rezoning of the subject property to PUD, Planned Unit Development and found it to be consistent with the Town's Comprehensive Plan and the Town's Code, and recommended approval to the Town Council of the rezoning of the subject property from A-1, Agricultural to PUD, Planned Unit Development, at their January 7, 2025, Regular Meeting; and

WHEREAS, the Town Council has completed a review of the request and finds it in compliance with the Town's Comprehensive Plan and the Town's Code and does not adversely impact on the health, safety, and welfare of the Town's residents; and

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

SECTION 1. RECITALS. The foregoing findings are true and correct and are hereby adopted and made a part hereof.

SECTION 2. LEGAL DESCRIPTION. The property with Nassau County Parcel ID No. 16-3N-24-0000-0009-0000, more particularly described in Attachment "A", Legal Description, is hereby rezoned from A-1, Agricultural, to PUD, Planned Unit Development to create the Tompkins Preserve PUD:

SECTION 3. PUD PLAN. This Ordinance includes Attachment "B", Written Description and "C", Site Plan, for the Tompkins Preserve PUD created by this Ordinance. Development of and

uses within the PUD shall conform to the limitations and conditions set forth in this Ordinance and in the attached Written Description and Site Plan.

SECTION 4. Recording. The Town Clerk is authorized and directed to forward a certified copy of this Ordinance to the Clerk of the Circuit Court for recordation and to the Nassau County Property Appraiser to update any records as may be deemed necessary.

SECTION 4. REPEALER. Any Ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final adoption.

ADOPTED 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

Planning & Zoning Board Publication:	December 18, 2024
Planning & Zoning Boards Signs Posted:	December 23, 2024
Planning & Zoning Board Public Hearing:	January 7, 2025
Town Council First Publication:	December 31, 2024
Town Council First Public Hearings:	January 16, 2025
Planning & Zoning Boards Report:	January 16, 2025
Town Council First Reading:	January 16, 2025
Town Council Second Publication:	February 05, 2025
Town Council Second Public Hearings:	February 20, 2025
Town Council Second & Final Reading:	February 20, 2025

ATTACHMENT "A"
LEGAL DESCRIPTION

Attachment "A"

Legal Description and Tax Parcel Number

Tax Parcel Number:

16-3N-24-0000-0009-0000

Legal Description:

A PART, PIECE OR TRACT OF LAND LOCATED IN SECTION 16, TOWNSHIP 3 NORTH, RANGE 24 EAST TOWN OF HILLIARD, NASSAU COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF LORENA SUBDIVISION RECORDED IN PLAT BOOK 5 PAGE 313 OF SAID COUNTY SAID POINT BEING A CONCRETE MONUMENT; THENCE N89°56'13"W ALONG THE NORTH LINE OF LORENA SUBDIVISION TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF PINE STREET (AN 80 FOOT RIGHT OF WAY) AND FORMERLY HENRY SMITH ROAD PER PLAT BOOK 5 PAGE 313, A DISTANCE OF 1295.35 FEET; THENCE, N 02° 01' 02" W, ALONG SAID EASTERLY RIGHT OF WAY, FOR A DISTANCE OF 651.19 FEET TO THE SOUTHWEST CORNER OF OFFICIAL RECORDS VOLUME (ORV) 1879 PAGE (PG) 1782; THENCE N 89° 10' 14" E ALONG THE SOUTHERLY LINE OF SAID RECORDS TO THE SOUTHEAST CORNER FOR A DISTANCE OF 379.56 FEET; THENCE , N 01° 49' 12" W ALONG THE EASTERLY LINES OF ORV 1879 PG 1782 AND 1576 PG 938, FOR A DISTANCE OF 247.87 FEET; THENCE S 89° 51' 47" W, ALONG THE NORTH LINE OF ORV 1576 PG 938 TO THE SOUTHEAST CORNER OF ORV 211 PG 462 FOR A DISTANCE OF 169.76 FEET; THENCE N 01° 49' 12"W, ALONG THE EASTERLY LINE OF ORV 211 PG 462 FOR A DISTANCE OF 210.09 FEET TO THE SOUTHEAST CORNER OF ORV 1527 PG 925; THENCE, N 89° 51' 47" E, ALONG THE SOUTHERLY LINE OF ORV 1547 PG 1546, FOR A DISTANCE OF 213.47 FEET TO THE SOUTHEAST CORNER OF LAST SAID RECORDS; THENCE, N 01° 45' 15" W, ALONG THE EAST LINE OF ORV 1547 PG 1546 FOR A DISTANCE OF 210.08 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF ORV 688 PG 1992; THENCE N 89° 51' 47" EA DISTANCE OF 878.01 FEET, ALONG THE SOUTHERLY LINE OF THESE OFFICIAL RECORD VOLUMES ORV 1362 PG 43, ORV 1670 PG 745, AND ORV 1501 PG 1564 TO A FOUND CONCRETE MONUMENT; THENCE, S 01 ° 47' 02" E, ALONG THE WEST LINE OF ORV 1177 PG 86 FOR A DISTANCE OF 669.04 FEET; THENCE, N 89° 36' 28" E, ALONG THE SOUTHERLY LINE OF ORV 1177 PG 86 AND ORV 1179 PG 721 FOR A DISTANCE OF 1328.50 FEET TO A FOUND IRON PIPE AND THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 16; THENCE ALONG THE EAST LINE OF THE SOUTHWEST 1/4, S 02° 45' 34" E, ALONG A FENCE LINE AND THE WEST LINE OF ORV 1078 PG 1537 FOR A DISTANCE OF 673.06 FEET; THENCE, N 89° 56' 13" W, ON AN LINE WITH THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LORENA SUBDIVISION FOR A DISTANCE OF 1343.60 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION AND THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PART LYING AND BEING IN COUNTY RIGHT OF WAY.

ATTACHMENT "B"
WRITTEN DESCRIPTION

Attachment “B”

PUD Written Description

Tompkins Preserve PUD (revised November 26, 2024)

I. PROJECT DESCRIPTION.

Semanik Investment Corp (the "Applicant") proposes to rezone approximately ±51 acres of property from A-1 Agriculture to Planned Unit Development ("PUD"), with the balance of the property, approximately ±20 acres, to remain as currently zoned. The property is more particularly described by the legal description attached hereto as Exhibit "A" (the "Property"), with a Parcel ID Number of 16-3N-24-0000-0009-0000. The Tompkins Preserve PUD (the “Project”) shall be developed in accordance with this PUD Written Description and the PUD Site Plan attached hereto as Exhibit "B". The Property is located along Pine Street in the Town of Hilliard, Nassau County, between the established Lorena Subdivision and Southern Glen Subdivision, allowing for a compatible and complementary extension of the surrounding residential fabric.

The Property is presently utilized for timberland and silviculture activities under its current Agricultural zoning, with a Medium Density Residential future land use designation per the Town of Hilliard's Comprehensive Plan 2040. This designation allows for up to 6 dwelling units per acre, which would yield 270 dwelling units on the approximate 45 acres of current uplands and expected impacted wetlands. Thus, since the Project only seeks up to a maximum of 170 single-family residential lots, this proposed community represents an appropriate density well within the parameters of the Town of Hilliard's long-range planning objectives without exceeding maximum density.

The Project has been carefully designed to harmonize with nearby residential neighborhoods while providing a desirable increase in housing opportunities for the area. Recreational open space shall be set aside within the Project boundaries in accordance with applicable Town of Hilliard’s Land Development Regulations (“LDR”), promoting suitable open space for residents. The PUD will have minimal impacts of approximately 4 acres of the approximate 10 acres of wetlands. Additionally, of the approximate 19 acres of adjacent wetlands and uplands to the south, not less than 10 acres is expected to be preserved and used as offsite mitigation.

The Project will provide essential utility services to future residents by connecting to the Town of Hilliard's existing potable water, sanitary sewer, and coordinating with the electric service providers for the area. As an additional public benefit, the water line will be run from Pine Street along Henry Smith Rd, and looped into the Project at the South-West corner abutting Henry Smith Rd the earlier of as needed for fire flow in Phase 1, or mandatory in Phase 2. Traffic accessibility will be facilitated through a connection to Pine Street, with private internal streets to be dedicated to the Homeowners Association upon completion. Pedestrian connectivity and walkability standards will also be incorporated through sidewalk installations lining one side of all residential roadways, as well as a central walkway from the South to the North to provide access to the northern park area, and a school bus stop with a shelter, bicycle rack and parking.

The features of the Project achieve Town of Hilliard's Comprehensive Plan 2040 goals with respect to each of its Elements as follows:

- A. *Future Land Use.*** Provides an environment of stable character compatible with the surrounding neighborhoods to the North and South, while achieving the limited density through only the use of upland acres and minimal impacts to wetlands;
- B. *Transportation.*** Provides private streets that comply with rights-of-way, safety access and off street parking per the LDR.
- C. *Housing.*** Provides much needed housing and an opportunity for new approaches to ownership through the implementation of a variety of lot sizes to allow for the ever changing market demands, thereby allowing home ownership opportunities to a broad range of individuals, and will promote property values that will be retained over the years as the preserved wetlands will insulate the Project from the density of future nearby developments;
- D. *Public Facilities and Capital Improvement.*** Enhances the appearance of the subdivision in that it requires all utilities to be underground, and as needed to either meet fire flow requirements in Phase 1, but mandatory for the commencement of construction of residences in Phase 2, adds public infrastructure to the Town of Hilliard by the extension of the water line along Henry Smith Road from Pine Street to the Southwest corner of the Project, being approximately 1,325 lineal feet, or a ¼ of a mile;
- E. *Conservation.*** It is creative in its approach through the use of natural features for neighborhood as the Project maintains wetlands with the lots being clustered; and provides for the use of onsite Conservation Areas to mitigate wetland impacts, including the preservation of forested wetlands that border the entire length of Henry Smith Rd;
- F. *Recreation and Open Space.*** Provides 20% of the parcel for parks and open space that benefits the neighborhood and enhances the appearance of the area through an entry buffer along Pine Road, activation of ponds, retained wetlands in the northern park with passive walking trails and the preservation of forested wetlands on the southern parcel that abuts and borders the Ponds and runs the length of Henry Smith Rd; and
- G. *Intergovernmental Coordination.*** Promotes the health, safety, and welfare of the Town of Hilliard, Nassau County, St. Johns River Water Management District and the State of Florida Department of Environmental Protection by providing all public utilities, fire safety, preservation of wetlands, onsite stormwater facilities, and a sheltered school bus stop for the children.

The Tompkins Preserve PUD constitutes a thoughtfully planned single-family residential community that will provide high-quality housing options while adhering to the Town of Hilliard's development regulations and contributing positively to its future growth trajectory and accomplishes a more desirable environment than would be possible through the strict application of minimum requirements of the LDR.

II. USES AND RESTRICTIONS.

A. Permitted Uses. The Project will be constructed to comply with the Land Development Regulations, except as modified within this PUD Written Description. Subject to maintaining required safety access to be approved by the Town of Hilliard, this Project may be constructed in up to 3 Phases of:

- a. Single-family detached residential development, with accessory uses, structures and buildings;
- b. Parks, playgrounds, recreational areas, and community facilities; and
- c. Essential services including private roads, water, sewer, stormwater management facilities, and utilities.

B. Uses by Special Exception.

None.

C. Accessory Uses, Structures and Buildings.

Accessory uses, structures and buildings will be allowed as are of the nature customarily incidental and clearly subordinate to the permitted or principal use of a residential structure. The residential accessory buildings such as patio enclosures, pool enclosures, storage sheds, garages and workshops, and accessory structures, including decks, patios and pools, shall be constructed within the building area of the lots. These accessory buildings and structures will be subject to the same setbacks as the residence. Driveways are allowed within the front and side yard setbacks. Likewise, air conditioning units and pool equipment shall be excluded from the definitions of accessory uses, structures and buildings, and may be included within the setback line without violating the setback requirements. Accessory uses such as customary home occupations, pets, and yard sales will be allowed as per the requirements for residential districts stipulated within the LDR and in accordance with any applicable neighborhood covenants and restrictions.

D. Restrictions on Uses.

All uses and structures not specifically provided for within this PUD Written Description that are not allowed in Residential Uses as defined in the LDR are prohibited.

III. DESIGN GUIDELINES.

A. Lot Requirements.

- a. *Minimum lot area:* 6,000 square feet.
- b. *Minimum lot width:* 50 feet at the right-of-way, except that lots with a radius shall be measured using a parallel line along the wall nearest to the right-of-way.
- c. *Maximum lot coverage buildings:* All buildings, including accessory buildings, shall not cover more than 50% of the total lot area.
- d. *Maximum lot coverage all buildings and structures:* All buildings, including accessory buildings and accessory structures, shall not cover more than 60% of the total lot area.
- e. *Minimum yard requirements.*
 - i. *Minimum front yard:* 20 feet.
 - ii. *Minimum side yard:* 5 feet.
 - iii. *Minimum rear yard:* 10 feet.
 - iv. Eaves and other architectural features may encroach into the setbacks for up to 18 inches.
 - v. Mechanical equipment such as air conditioning compressors or pool equipment may encroach into the setbacks.
- f. *Maximum height of structures:* 35 feet.

B. Ingress, Egress and Circulation.

- a. *Parking Requirements:* Each residential unit will be provided with at least 2 parking spaces through a garage, with a driveway to be paved to the roadway. Additional off-street parking will be provided in accordance with applicable Town of Hilliard regulations if required.
- b. *Vehicular Access:* A single access will be provided through Pine Street as shown on the PUD Site Plan. The access road as shown on the PUD Site Plan and other interior roads will be privately owned.
- c. *Pedestrian Access:* Sidewalks and pedestrian connectivity will be provided on one side of each roadway throughout the Project, as well as a central walkway from the South to the North to provide access to the activated ponds and park.

- d. *School Bus Stop*: In coordination with the Nassau County School District and the Town of Hilliard's Administrative Officials, the Applicant may install a school bus stop, if appropriate, within or adjacent to the Project, and if so required, shall install a shelter and a minimum of one (1) covered bench to provide a safe waiting area for school children.
- C. **Signs and Entry.** The applicant may construct up to two (2) permanent, single faced monument signs at the entrance to the subdivision off of Pine Street or one (1) permanent, double-faced monument sign in a median (center island) at the entry to the subdivision off of Pine Street. The signs may be located within the road right-of-way or on private property. The monument sign(s) may be up to one-hundred fifty square feet each, but each face identifying the subdivision shall not exceed fifty (50) square feet in area. The maximum height of any monument sign shall be (10) feet. Real estate and construction signs shall also be allowed on each lot. Excepting the criteria set forth above, signage shall be provided in accordance with applicable LDR. If the monument sign is located within the right-of-way, or median (center island), landscaping and maintenance shall be the responsibility of the Homeowners' Association.
- D. **Landscaping.** Landscaping in the PUD shall comply with the LDR standards, except that if natural vegetation is preserved along Pine Road or Henry Smith Rd., it shall be credited against any landscaping requirements of the LDR along these rights-of-way. Vinyl perimeter fencing shall not exceed 6 feet, and may be installed along the rear of lot lines abutting other developments or the side yard of lots abutting the buffer and/or the Pine Road right-of-way. The installation and type of fence within the interior of the Project, including rear or side lot lines abutting stormwater facilities, wetlands, parks, open space or other lots, shall be subject to the rules and regulations of the Homeowners' Association which shall be recorded with Nassau County, but shall not exceed 6 feet in height. Trees will be provided on each single-family lot by the builder(s) as they construct the homes per the Town of Hilliard's codes.
- E. **Recreation and Open Space.** The design of the PUD incorporates common open space elements through a buffer at the entry off of Pine Street, the retention of approximately 6 acres of wetlands in the northern park that are usable with walking trails and benches, as well as varied active and/or passive recreational opportunities through the park areas. This usable open space and common area park will meet the requirement of LDR Section 62-316. The Applicant intends to dedicate all buffers, open space, retained wetlands and recreational areas to the Homeowners' Association for active and usable passive recreation uses, and maintenance. Retained wetlands may be subjected to Conservation Easements as may be required with the St. Johns River Water Management District for mitigation impacts, but shall be usable with passive walking trails using the current logging trails to activate them for neighborhood use. Other active recreation uses may include, at the discretion of the Applicant, and its assigns and successors and/or the Homeowners' Association, a playground, dog park, open sports field area, walking trails, community garden, pond(s) stocked with fish and similar uses.

F. Utilities.

- a. Water will be provided by the Town of Hilliard, with fire hydrants installed in accordance with the LDR throughout the subdivision and within the extension of the water line along Henry Smith Road from Pine Street as needed to either meet fire flow requirements in Phase 1, but mandatory for the commencement of construction of residences in Phase 2. The looped waterline servicing the Project shall be not less than 8” on the main, and branches shall be sized to meet fire flow capabilities. Impacts and construction location and materials shall be coordinated with the Town of Hilliard and the St John River Water Management District for the portion of the looped water main that crosses through the southern wetlands on the adjacent property. Upon completion and certification, the water system shall be conveyed to the Town of Hilliard with utility easements within the Project’s ROW for service and maintenance.
- b. Sanitary sewer shall have an internal gravity collection system and a private lift station and discharge force main that will connect to the Town of Hilliard’s system as the existing manhole MH 211B or MH 211A. Upon completion and certification, the sewer system (gravity, lift station and forced main) shall be conveyed to the Town of Hilliard with utility easements within the Project’s ROW for service and maintenance. If the Town of Hilliard’s Master Lift Station requires upgrades to accept the anticipated waterflow from the Project, the Town of Hilliard shall use its resources, including fees from this Project to do so.
- c. Electric will be installed underground, and provided by Okefenoke Rural Electric Membership Corporation, or any other electric utility granted rights by the Florida Public Service Commission, or any other governmental agency having regulatory oversight.
- d. Telephone, cable and/or internet capability shall be provided by any company granted rights by the Florida Public Service Commission.

G. Wetlands. Any impacts to the wetlands will be permitted pursuant to local, state, and federal permitting requirements, if applicable, with wetland impacts within the Project to be minimal, approximately 4 acres of the 10 acres of wetlands. Additionally, it is expected that not less than 10 acres of the adjacent wetlands and uplands to the south will be used as offsite mitigation, wherein the Applicant will record a Conservation Easement as approved by the St. Johns Water Management District.

H. Stormwater: Stormwater will be handled on site within stormwater facilities designed and permitting under the standards of the LDR and the St. Johns River Water Management District. Stormwater shall be collected with grading and street gutters, and transported via underground piping to the retention ponds, with appropriate easements for maintenance. Stormwater currently being discharged from the adjacent communities, being Southern Glen Subdivision and Lorena Subdivision, shall be incorporated into the stormwater management facilities to be engineered and constructed.

- I. Homeowners' Association Restrictions:** The Applicant shall establish a not-for-profit homeowners' association prior to the sale of any lots. Membership shall be mandatory for all property owners. The homeowners' association shall own and be responsible to manage and maintain all common areas, open spaces, internal roadways, recreational areas, stormwater facilities and enforce the covenants and restrictions of the community to be recorded in the Public Records of Nassau County, Florida. The covenants and restrictions shall notify all property owners that they are living in a Planned Unit Development and shall run with the land in order to protect both present and future property owners within the Project.
- J. Configuration:** The location and design of all access points and private interior access roads, along with parks, stormwater facilities and development areas depicted on the Site Plan ("Exhibit B") are conceptual and may be modified and reconfigured during the development process and shall not require amendment so long as the reconfiguration does not reduce the acreage of parks or any other design requirements herein; and shall nevertheless be subject to the review and administrative approval of the Town of Hilliard's Planning and Zoning Department in coordination with its Building and Safety Officials.

ATTACHMENT "C"
SITE DEVELOPMENT PLAN



STAFF REPORT FOR ORDINANCE 2025-01

1. Applicant Information:
 Randy G Martinuzzi,
 Semanik Investment Corp.
 2120 Corporate Square Blvd.
 Suite 3
 Jacksonville, Florida 32216

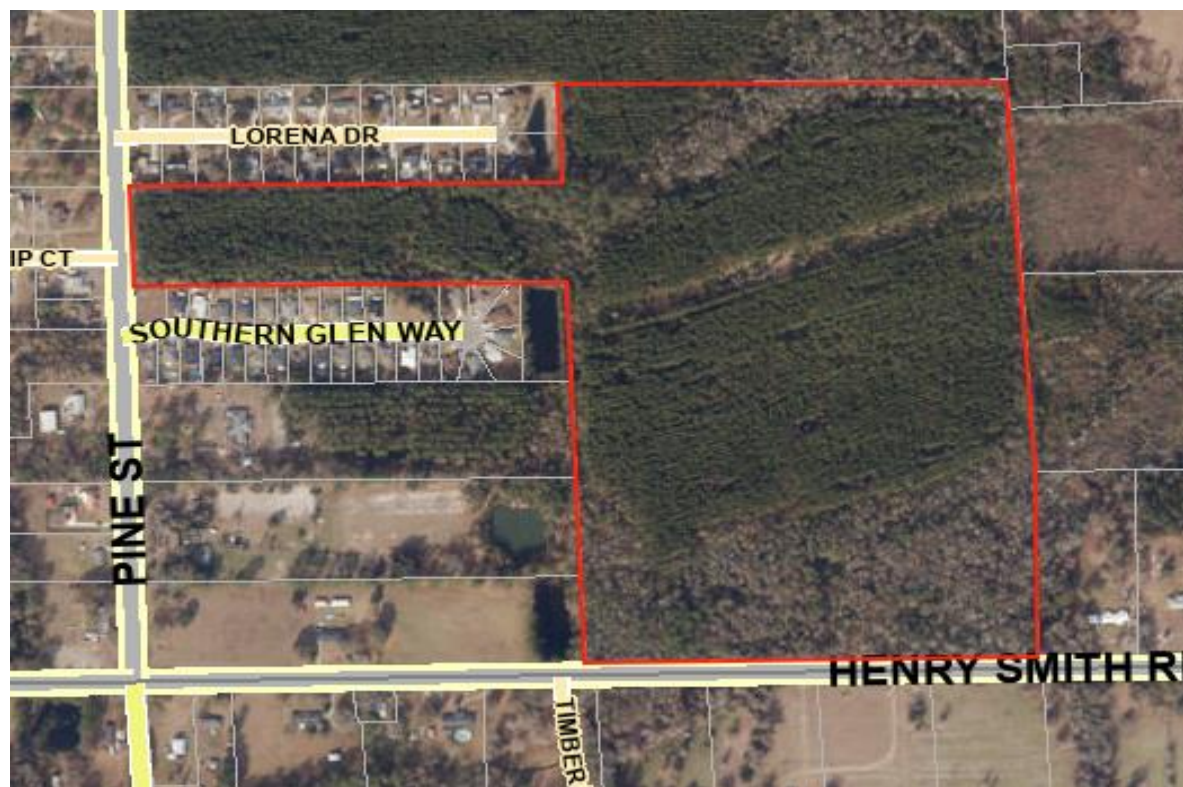
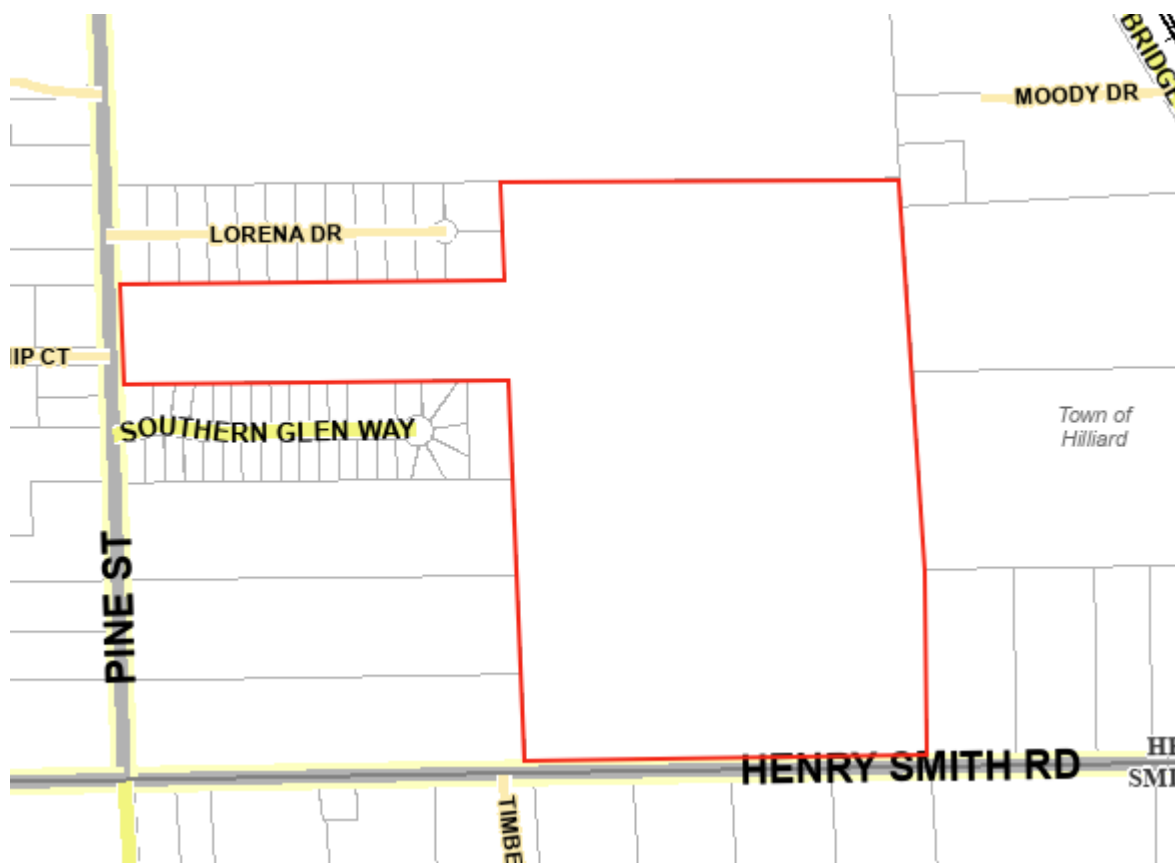
2. Property Information:
 Parcel ID # Address: 16-3N-24-0000-0009-0000) Pine Street Hilliard
 Current Future Land Use Map Designation: Medium Density Residential (MDR)
 Current Zoning: A-1
 Proposed Zoning: PUD for approximately 51 acres.
 Acres: Approximately 71 acres, parcel total

3. Description: The property is zoned A-1 and currently is used for Timberland. The table below summarizes the Future Land Use Map Designation, zoning and existing use for the adjacent parcels.

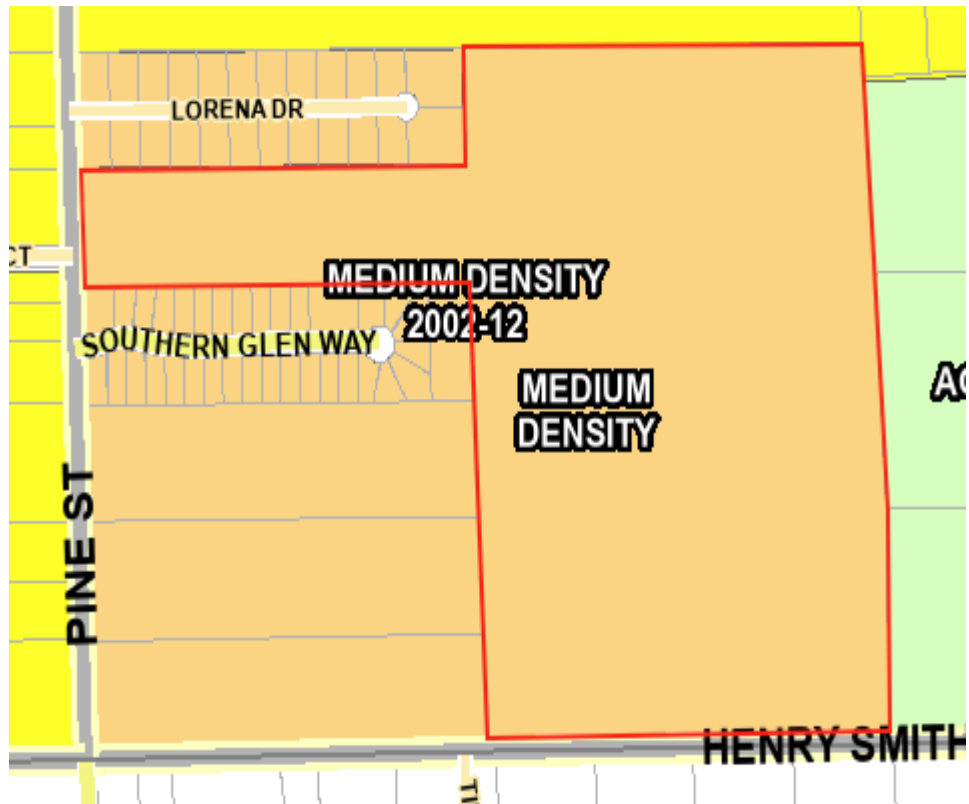
	Current FLUM	Current Zoning	Existing Use
North	Low Density Residential (LDR)	A-1	Timberland
	Medium Density Residential (MDR)	R-2	Single Family, Subdivision
South	Medium Density Residential (MDR)	PUD	Single Family, Subdivision
	Low Density Residential (LDR)	NC- Open Rural	Improved AG
East	Agricultural (AGR)	A-1	Vacant, Timberland, Single Family
West	Medium Density Residential (MDR)	PUD	Single Family, Subdivision
	Low Density Residential (LDR)	A-1	Single Family, Timberland

Parcel Map

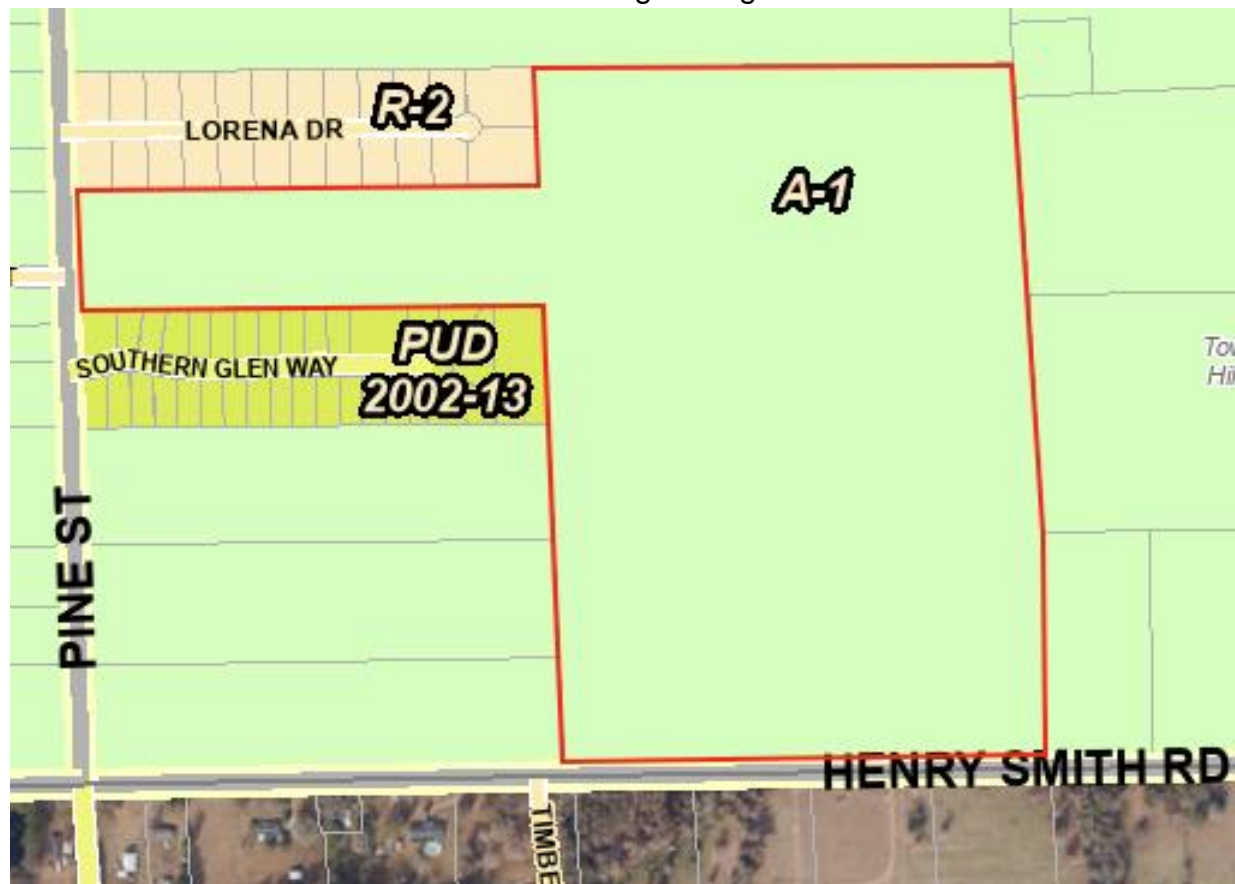
16-3N-24-0000-0009-0000



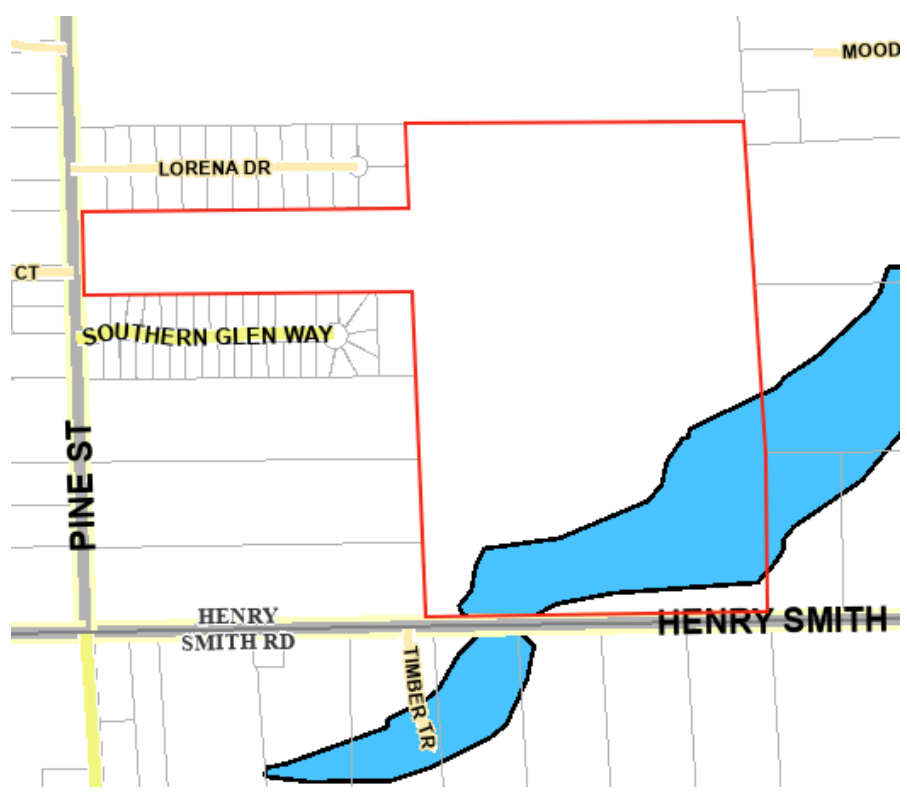
Future Land Use Map



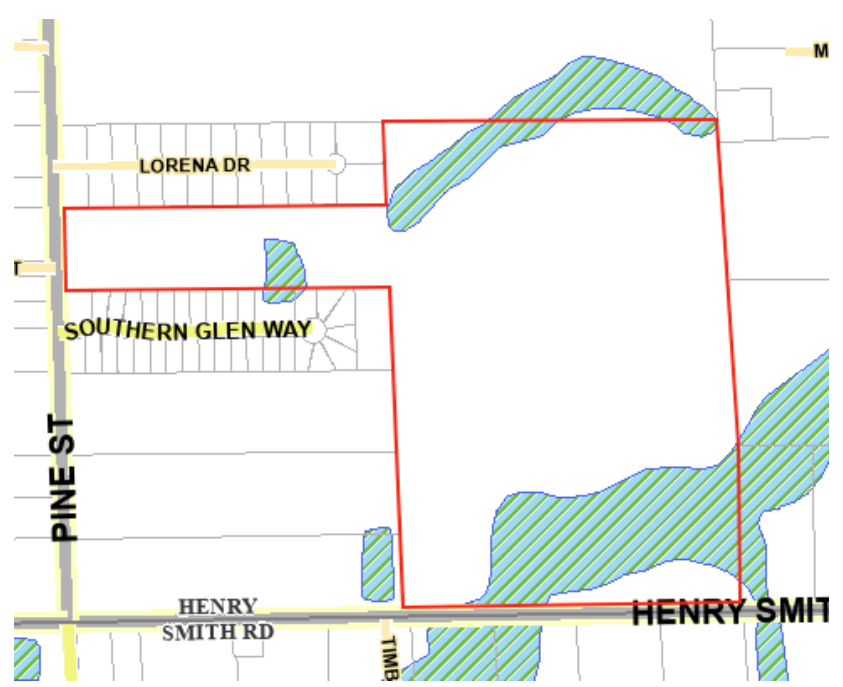
Existing Zoning



Flood Zone- "A" BFE Unknown



Potential Wetlands



Documents Provided for Review-

- 3.2 Staff Report,
- 3.3 Ordinance 2025-01,
- 3.4 Advertisements for Ordinance Public Hearings,
- 3.5 Application for PUD with all required Attachments.
- 3.6 Concurrency Application
- 3.7 NCSB Proportionate Share Due

Additional Application information-

Mr. Randy Martinuzzi, has submitted an application to Rezone the property with the Parcel ID No. 16-3N-24-0000-0009-0000. This Property is approximately 71 acres, with approximately 51 acres involved in the Rezone application and the remaining portions proposed for conservation. The Property lies at the east side of Pine Street, North of Henry Smith Road. The property has a zoning designation of Agricultural. The Owner is proposing to change the zoning designation of the property to PUD, Planned Unit Development.

Applicant has provided the required documentation and complied with the requests of staff, council and board members as addressed through workshops, email communications, and phone calls.

In compliance with the Interlocal agreement, Payment agreement of the Nassau County School Board Concurrency Deficiency will be made to the School Board prior to final approval of the Ordinance by the Town Council.

Parcel ID 16-3N-24-0000-0009-0000, the 71 acres parcel is currently owned by John Cassidy, CCRC Woodlands LTD., an owners authorization has been submitted with the application.

Semanik Investment Corp. plans to develop the property with up to 170 single-family dwelling units.

Consistent with Comprehensive Plan Policies-

The proposed Zoning Change is consistent with the Goals, Objectives, and Policies of the Hilliard Comprehensive Plan. The proposed zoning is consistent with the Future Land Use Map and is compatible with the surrounding development.

Availability of Services-

Water and sewer service have capacity to serve this development. A ¼ mile extension of town's water service line, on Henry Smith Road, to assist with the Town's Plans to loop the water system, will be part of Phase 2 of the Project. Pine Street Provides access to the property. A Nassau County Driveway Permit will be required to access the property.

Land Suitability-

The soils for the property are suitable for development. There are wetlands located on the approximately 51 acres site. A permit from SJRWMD will be required for development. Conservation plans the or the remaining approx. 20 acres of the parcel is a high likely hood; details will be determined as part of the SJRWMD permitting process. A portion of the parcel is in the 100-year flood zone, Zone A.

Land Use Administrator's Comments and Recommendation-

I can confirm the proposed rezoning uses are consistent with the comprehensive plan as the rezoning provided a wide variety of housing types and price points to meet the community's diverse and evolving needs, while maintaining areas for other uses and preventing overdevelopment. My recommendation to the Planning and Zoning Board was for the Board to make a recommendation to the Town Council for approval of Ordinance 2025-01, Tompkins Preserve PUD with the condition that the NCSB deficiency be paid prior to final approval.

Planning & Zoning Board Comments and Recommendation-

The Planning & Zoning Board held a Public Hearing on 1.7.2025 regarding Ordinance 2025.01. There was a large public participation. After a review of all evidence presented the Planning & Zoning Board voted to make a recommendation to the Town Council for passage of Ordinance 2025-01 with the condition that NCSB Deficiency be paid prior to final approval. The vote passed 4-1.

To: Nassau County Record
 From: Elise Earnest, Town of Hilliard
 Date: December 23, 2024
 Re: Display Advertisement

- Please place the following advertisement in your December 31, 2024, edition.
- Please do not deviate from the specified language.
- The notice should be two columns wide by 10 inches long.
- Do not place in the classified or legal section or an obscure portion of the newspaper.
- Headline in type no smaller than 18 Point.
- Please send Proof of Publication as soon as possible.

NOTICE OF PUBLIC HEARING PLANNED UNIT DEVELOPMENT - REZONING ORDINANCE NO. 2025-01

AN ORDINANCE OF THE TOWN OF HILLIARD, FLORIDA, A MUNICIPAL CORPORATION; REZONING THE PROPERTY CONSISTING OF APPROXIMATELY 51 ACRES, MORE OR LESS, LOCATED ON THE EAST SIDE OF PINE STREET NORTH OF HENRY SMITH ROAD, MORE PARTICULARLY DESCRIBED IN ATTACHMENT "A", LEGAL DESCRIPTION; SPECIFICALLY DESCRIBED IN ATTACHMENT "B" WRITTEN DESCRIPTION; AND ATTACHMENT "C" SITE PLAN; HILLIARD FLORIDA, NASSAU COUNTY PARCEL ID NO. 16-3N-24-0000-0009-0000; FROM AGRICULTURAL A-1 TO PUD, PLANNED UNIT DEVELOPMENT; PROVIDING FOR SEVERABILITY, REPEALER, AND SETTING AN EFFECTIVE DATE.

The Hilliard Town Council will hold a First Public Hearing on:

Thursday, January 16, 2025, at 7:00 p.m.

The Public Hearing will be held in the Hilliard Town Hall Council Chambers, located at 15859 West County Road 108, Hilliard, Florida to hear input regarding Ordinance No. 2025-01. All interested parties may appear at the meeting and be heard with respect to proposed Ordinance No. 2025-01. A copy of the Ordinance which is proposed for adoption is available for inspection and copying in the office of the Town Clerk during normal business hours from 9:00 a.m. to 5:00 p.m., Monday through Friday or at www.townofhilliard.com.

PURSUANT TO THE REQUIREMENTS OF F.S. 286.0105, the following notification is given: If a person decides to appeal any decision made by the Planning & Zoning Board or the Town 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.

Persons with a disability requiring accommodations in order to participate in this proceeding should contact the Town Clerk at (904) 845-3555 at least seventy-two (72) hours in advance to request such accommodations.

Lisa Purvis, MMC, Hilliard Town Clerk
Lee Anne Wollitz, Hilliard Land Use Administrator

[INSERT MAP]



ITEM-3

File # _____
 Filing Date: _____
 Acceptance Date: _____
 Review Date: P & Z _____ TC _____

PUD Rezoning Application

A. PROJECT

- 1. Project Name: Tompkins Preserve PUD
- 2. Address of Subject Property: 0 Pine Street, Hilliard, FL 32046
- 3. Parcel ID Number(s): 16-3N-24-0000-0009-0000
- 4. Existing Use of Property: TIMBERLAND 80-89
- 5. Future Land Use Map Designation: Medium Density
- 6. Existing Zoning Designation: A-1
- 7. Proposed Zoning Designation: Planned Unit Development
- 8. Acreage: ± 51

B. APPLICANT

- 1. Applicant's Status Owner (title holder) Agent
 2. Name of Applicant(s) or Contact Person(s): Randy G. Martinuzzi Title: Director Of Acquisition and Land Development
 Company (if applicable): Semanik Investment Corporation
 Mailing address: 2120 Corporate Square Blvd. Suite 3
 City: Jacksonville State: Florida ZIP: 32216
 Telephone: (904) 365-5538 FAX: (904) 724-3863 e-mail: rmartinuzzi@sedaconstruction.com
- 3. If the applicant is agent for the property owner*
 Name of Owner (titleholder): John T. Cassidy, CCRC Woodlands, LTD.
 Mailing address: 4223 Lakeside Drive
 City: Jacksonville State: Florida ZIP: 32210
 Telephone: () 904-237-5865 FAX: () e-mail: jcassidysr@gmail.com

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

C. ATTACHMENTS


1. Statement of proposed change, including a map showing the proposed zoning change and zoning designations on surrounding properties
2. A current aerial map (Maybe obtained from the Nassau County Property Appraiser.)
3. Plat of the property (Maybe obtained from the Nassau County Property Appraiser.)
4. Legal description with tax parcel number.
5. Boundary survey
6. Warranty Deed or the other proof of ownership
7. Site Plan
8. Written Description
9. Binding Letter
10. Fee.

a. \$2,500 plus \$20 per acre

No application shall be accepted for processing until the required application fee is paid in full by the applicant. 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 for of postage, signs, advertisement, outside consultants shall be paid in full prior to any action of any kind on the application by the Planning and Zoning Board.


All 10 attachments are required for a complete application. One original and a PDF Version of the complete application with all attachments need to be submitted. A completeness review of the application will be conducted within ten (10) 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 Randy G. Martinuzzi, Authorized Agent _____ Typed or printed name and title of applicant November 26, 2024 _____ Date State of <u>Florida</u> County of <u>Duval</u>	_____ Signature of Co-applicant _____ Typed or printed name of co-applicant _____ Date
--	---

The foregoing application is acknowledged before me this 26th day of November, 2024, by Randy G. Martinuzzi, who is/are personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL



Signature of Notary Public, State of Florida



ELAINE G. KREMIN
Commission # HH 322212
Expires January 29, 2027
Town of Hilliard ♦ 15859 C.R. 108 ♦ Hilliard, FL 32046 ♦ (904) 845-3555

Attachment "1"

Statement of Proposed Change – Town of Hilliard, FL

The proposed change is to rezone the following described property:

- From: A-1 Agriculture
- To: Planned Unit Development (PUD)

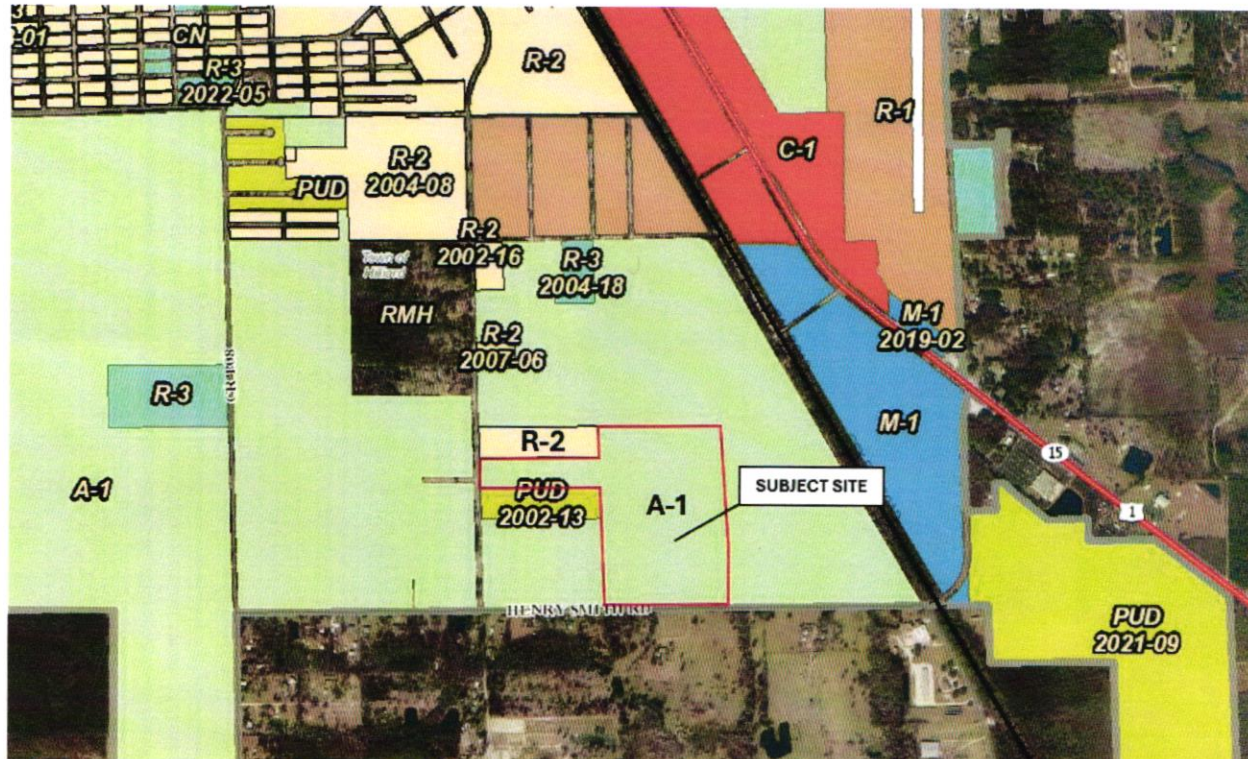
Property Description:

A 71-acre parcel located at 0 Pine Street, Town of Hilliard, Nassau County, Florida, identified as Parcel ID 16-3N-24-0000-0009-0000. The site is situated between the existing Lorena and Southern Glen residential communities, fronted by Pine Street and Henry Smith Road.

Purpose:

To rezone approximately 51 acres to a single-family residential community through the Planned Unit Development (“PUD”) regulations. The PUD’s written description provides a controlled and cohesive approach, ensuring the proposed lots harmonize with the surrounding properties and uphold the community’s character, while also providing a public benefit to the Town of Hilliard and its future development needs through the establishment of permitted uses, restrictions, minimum design guidelines and specific mandatory improvements.

Aerial of Zoning:

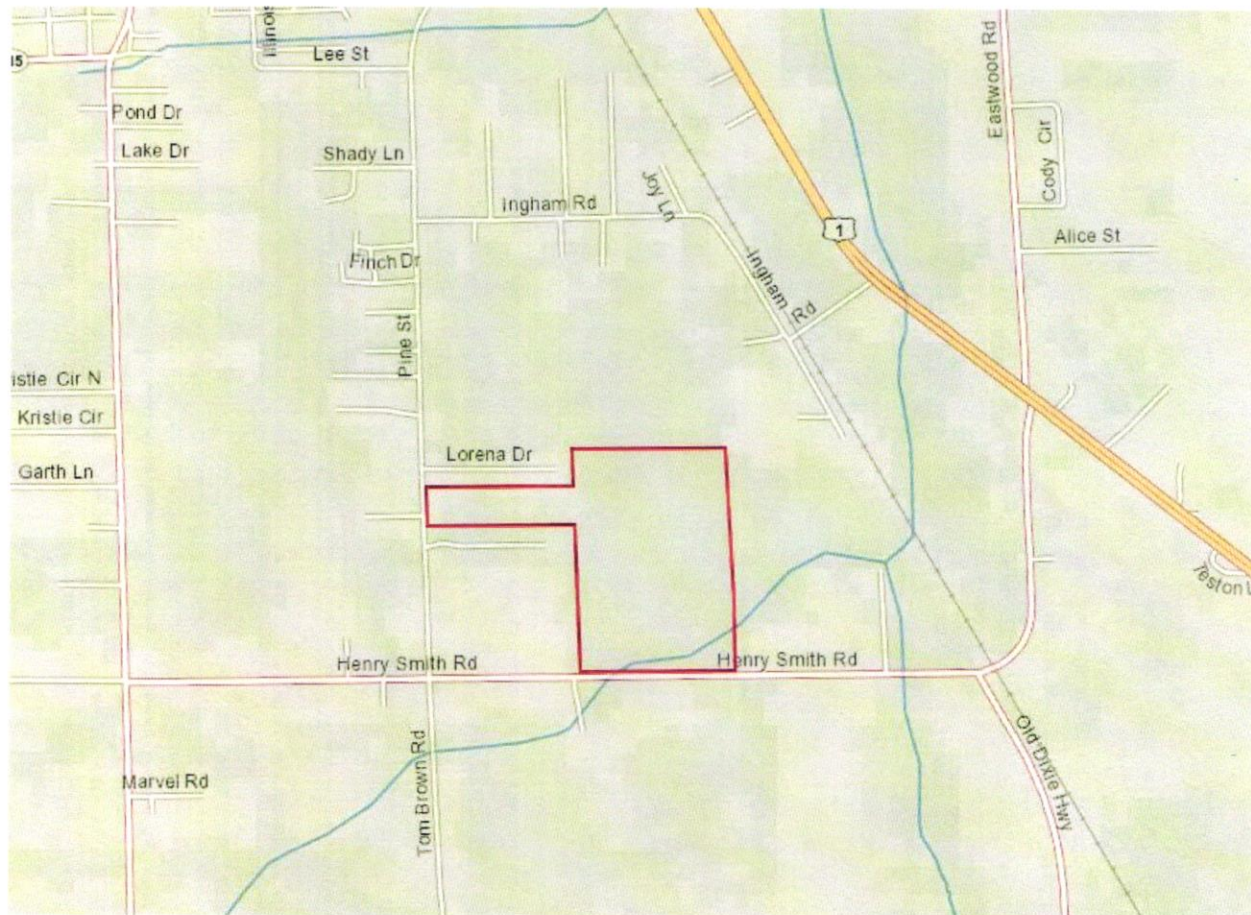


Attachment "2"
Aerial Map



Attachment "3"
Plat of the Property

Cornwall Farm Land Company: PB0-P31



Attachment "4"

Legal Description and Tax Parcel Number

Tax Parcel Number:

16-3N-24-0000-0009-0000

Legal Description:

A PART, PIECE OR TRACT OF LAND LOCATED IN SECTION 16, TOWNSHIP 3 NORTH, RANGE 24 EAST TOWN OF HILLIARD, NASSAU COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF LORENA SUBDIVISION RECORDED IN PLAT BOOK 5 PAGE 313 OF SAID COUNTY SAID POINT BEING A CONCRETE MONUMENT; THENCE N89°56'13"W ALONG THE NORTH LINE OF LORENA SUBDIVISION TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF PINE STREET (AN 80 FOOT RIGHT OF WAY) AND FORMERLY HENRY SMITH ROAD PER PLAT BOOK 5 PAGE 313, A DISTANCE OF 1295.35 FEET; THENCE, N 02° 01' 02" W, ALONG SAID EASTERLY RIGHT OF WAY, FOR A DISTANCE OF 651.19 FEET TO THE SOUTHWEST CORNER OF OFFICIAL RECORDS VOLUME (ORV) 1879 PAGE (PG) 1782; THENCE N 89° 10' 14" E ALONG THE SOUTHERLY LINE OF SAID RECORDS TO THE SOUTHEAST CORNER FOR A DISTANCE OF 379.56 FEET; THENCE, N 01° 49' 12" W ALONG THE EASTERLY LINES OF ORV 1879 PG 1782 AND 1576 PG 938, FOR A DISTANCE OF 247.87 FEET; THENCE S 89° 51' 47" W, ALONG THE NORTH LINE OF ORV 1576 PG 938 TO THE SOUTHEAST CORNER OF ORV 211 PG 462 FOR A DISTANCE OF 169.76 FEET; THENCE N 01° 49' 12"W, ALONG THE EASTERLY LINE OF ORV 211 PG 462 FOR A DISTANCE OF 210.09 FEET TO THE SOUTHEAST CORNER OF ORV 1527 PG 925; THENCE, N 89° 51' 47" E, ALONG THE SOUTHERLY LINE OF ORV 1547 PG 1546, FOR A DISTANCE OF 213.47 FEET TO THE SOUTHEAST CORNER OF LAST SAID RECORDS; THENCE, N 01° 45' 15" W, ALONG THE EAST LINE OF ORV 1547 PG 1546 FOR A DISTANCE OF 210.08 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF ORV 688 PG 1992; THENCE N 89° 51' 47" EA DISTANCE OF 878.01 FEET, ALONG THE SOUTHERLY LINE OF THESE OFFICIAL RECORD VOLUMES ORV 1362 PG 43, ORV 1670 PG 745, AND ORV 1501 PG 1564 TO A FOUND CONCRETE MONUMENT; THENCE, S 01 ° 47' 02" E, ALONG THE WEST LINE OF ORV 1177 PG 86 FOR A DISTANCE OF 669.04 FEET; THENCE, N 89° 36' 28" E, ALONG THE SOUTHERLY LINE OF ORV 1177 PG 86 AND ORV 1179 PG 721 FOR A DISTANCE OF 1328.50 FEET TO A FOUND IRON PIPE AND THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 16; THENCE ALONG THE EAST LINE OF THE SOUTHWEST 1/4, S 02° 45' 34" E, ALONG A FENCE LINE AND THE WEST LINE OF ORV 1078 PG 1537 FOR A DISTANCE OF 673.06 FEET; THENCE, N 89° 56' 13" W, ON AN LINE WITH THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LORENA SUBDIVISION FOR A DISTANCE OF 1343.60 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION AND THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PART LYING AND BEING IN COUNTY RIGHT OF WAY.

Attachment "6" - Proof Of Ownership

ITEM-3

INSTR # 201508779, Book 1970, Page 1201 Doc Type D, Pages 5, Recorded
03/27/2015 at 02:08 PM, John A Crawford, Nassau County Clerk of Circuit Court,
Deed Doc. D \$0.70 Rec. Fee \$44.00

THIS DOCUMENT PREPARED
BY AND RETURN TO:

FRANK E. MILLER, ESQUIRE
GUNSTER YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 1750
JACKSONVILLE, FL 32202

QUIT CLAIM DEED

THIS DEED is made as of the 5th day of March, 2015, by and between
VERONICA WILSON, a single person and NICK SALAMUNIA, a single person, as tenants
in common, with right of survivorship, whose mailing address is 2740 Dellwood Avenue,
Jacksonville, FL 32205 (hereinafter the "Grantor"), and in favor of CCRC WOODLANDS,
LTD., a Florida limited partnership, as to a 100% interest in Parcel 1 and as to a 2/3
interest in Parcel 2-5 and CAROL T. CASSIDY, as Trustee of the Carol T. Cassidy Trust
Agreement, dated January 2, 1959, as to a 1/3 interest in Parcel 2-5, whose address is 4223
Lakeside Drive, Jacksonville, FL 32210 (the "Grantee").

WITNESSETH, that Grantor, for valuable consideration which is hereby acknowledged,
does hereby release, remise, and quit claim unto Grantee, his successors and assigns forever all
of its right, title, interest, claim and demand, if any, in the land, situate, lying and being in
Nassau County, Florida, as more particularly described as follows:


See attached Exhibit "A" hereto and made a part hereof (the "Property").


TO HAVE AND TO HOLD the Property, together with the hereditaments and
appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title,
interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the benefit
of the Grantee, its heirs, successors and assigns forever. Grantor also conveys and quit claims to
Grantee any and all past, present, or future after acquired title or interest in or with respect to the
above described Property, including all reversionary and remainder interests or title to or
respecting the same.

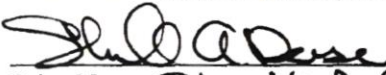
THIS QUIT CLAIM DEED IS BEING GIVEN TO QUIT CLAIM ANY OF GRANTOR'S INTEREST IN THE
PROPERTY DESCRIBED HEREIN AND IS RECORDED CONTEMPORANEOUSLY WITH A
CORRECTIVE SPECIAL WARRANTY DEED FROM GRANTEE TO GRANTOR CORRECTING THE
LEGAL DESCRIPTION FOR THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AT OFFICIAL
RECORDS BOOK 1933, PAGE 621 ON WHICH DOCUMENTARY STAMPS FOR THE ENTIRE
CONSIDERATION WERE AFFIXED. NO ADDITIONAL CONSIDERATION WAS PAID FOR THIS
CONVEYANCE AND ACCORDINGLY ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE ON
THIS CONVEYANCE.

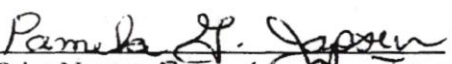
IN WITNESS WHEREOF, this deed has been executed as of the date first above written.

Signed, seal and delivered
In the presence of


GRANTOR:

VERONICA WILSON


Print Name: Pamela G. Tippitt


Print Name: Sherrill A. Deese


Print Name: Pamela G. Tippitt

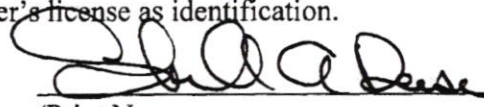

NICK SALAMUNIA


Print Name: Sherrill A. Deese

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 5th day of March, 2015 by VERONICA WILSON, a single person, conveying property not her homestead, who is personally known to me, or have produced a driver's license as identification.


(Print Name _____)

NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires:



STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 5th day of March, 2015 by **NICK SALAMUNIA, a single person**, conveying property not her homestead, who is personally known to me, or have produced a driver's license as identification.

Sherrill Ann Deese



(Print Name _____)
NOTARY PUBLIC
State of _____ at Large
Commission # _____
My Commission Expires: _____

**PARCEL 1:
(100% in Grantor CCRC Woodlands, Ltd)**

Parcel A:

The East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 16, Township 3 North, Range 24 East, except that portion thereof conveyed to Nassau County under Deed dated June 30, 1967, recorded in Official Records Book 77, Page 28, of the public records of Nassau County, Florida

Parcel B:

The East 6 acres of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 16, Township 3 North, Range 24 East, Nassau County, Florida

Said Parcel A and Parcel B being the same as the land conveyed by Deed dated April 10, 1975, recorded in Official Records Book 193, Page 445, of the public records of Nassau County, Florida and described therein as "Parcel Two (2)" and "Parcel Three (3)" respectively

PARCELS 2-5:

(undivided $\frac{2}{3}$ interest in Grantor CCRC Woodlands, Ltd. and undivided $\frac{1}{3}$ interest in CAROL T. CASSIDY, as Trustee of the Carol T. Cassidy Trust Agreement, dated January 2, 1959)

PARCEL 2:

The South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 16, Township 3 North, Range 24 East, less and except any part recorded in Official Records Book 440, Page 466, Official Records Book 211, Page 462, Official Records Book 1476, Page 666, Official Records Book 1527, Page 927, Official Records Book 1547, page 1546 and Official Records Book 1576, page 938, all of the public records of Nassau County, Florida

PARCEL 3:

The South $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, of Section 16, Township 3 North, Range 24 East, Nassau County, Florida less any part in road

PARCEL 4:

The North $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 16, Township 3 North, Range 24 East, Nassau County, Florida less any part in road

PARCEL 5:

The South $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 16, Township 3 North, Range 24 East, Nassau County, Florida less any part in road.

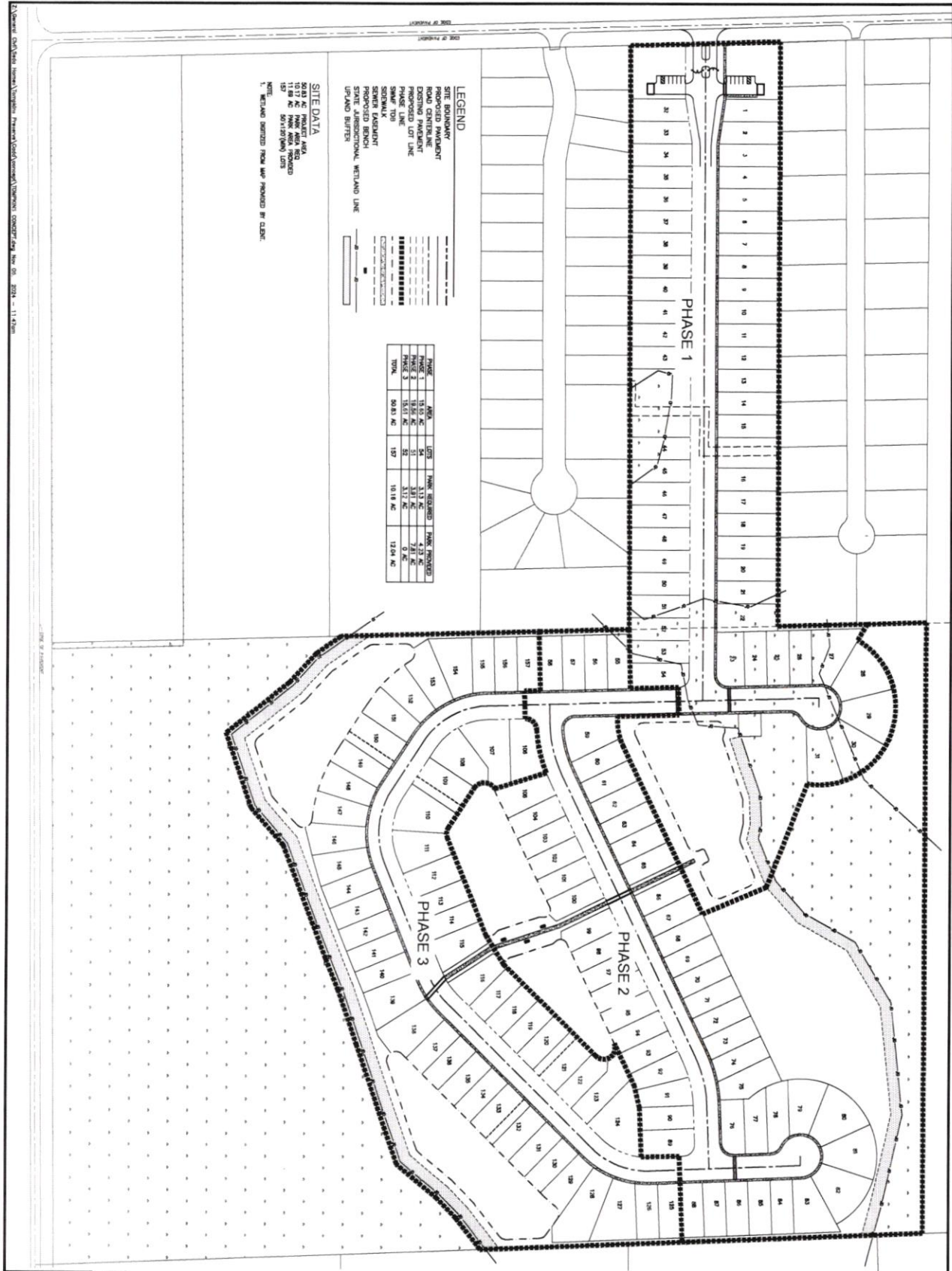
ALSO KNOWN AS:

A PART, PIECE OR TRACT OF LAND LOCATED IN SECTION 16, TOWNSHIP 3 NORTH, RANGE 24 EAST TOWN OF HILLIARD, NASSAU COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF LORENA SUBDIVISION RECORDED IN PLAT BOOK 5 PAGE 313 OF SAID COUNTY SAID POINT BEING A CONCRETE MONUMENT; THENCE N89°56'13"W ALONG THE NORTH LINE OF LORENA SUBDIVISION TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF PINE STREET (AN 80 FOOT RIGHT OF WAY) AND FORMERLY HENRY SMITH ROAD PER PLAT BOOK 5 PAGE 313, A DISTANCE OF 1295.35 FEET; THENCE, N 02° 01' 02" W, ALONG SAID EASTERLY RIGHT OF WAY, FOR A DISTANCE OF 651.19 FEET TO THE SOUTHWEST CORNER OF OFFICIAL RECORDS VOLUME (ORV) 1879 PAGE (PG) 1782; THENCE N 89° 10' 14" E ALONG THE SOUTHERLY LINE OF SAID RECORDS TO THE SOUTHEAST CORNER FOR A DISTANCE OF 379.56 FEET; THENCE, N 01° 49' 12" W ALONG THE EASTERLY LINES OF ORV 1879 PG 1782 AND 1576 PG 938, FOR A DISTANCE OF 247.87 FEET; THENCE S 89° 51' 47" W, ALONG THE NORTH LINE OF ORV 1576 PG 938 TO THE SOUTHEAST CORNER OF ORV 211 PG 462 FOR A DISTANCE OF 169.76 FEET; THENCE N 01° 49' 12"W, ALONG THE EASTERLY LINE OF ORV 211 PG 462 FOR A DISTANCE OF 210.09 FEET TO THE SOUTHEAST CORNER OF ORV 1527 PG 925; THENCE, N 89° 51' 47" E, ALONG THE SOUTHERLY LINE OF ORV 1547 PG 1546, FOR A DISTANCE OF 213.47 FEET TO THE SOUTHEAST CORNER OF LAST SAID RECORDS; THENCE, N 01° 45' 15" W, ALONG THE EAST LINE OF ORV 1547 PG 1546 FOR A DISTANCE OF 210.08 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF ORV 688 PG 1992; THENCE N 89° 51' 47" E A DISTANCE OF 878.01 FEET, ALONG THE SOUTHERLY LINE OF THESE OFFICIAL RECORD VOLUMES ORV 1362 PG 43, ORV 1670 PG 745, AND ORV 1501 PG 1564 TO A FOUND CONCRETE MONUMENT; THENCE, S 01° 47' 02" E, ALONG THE WEST LINE OF ORV 1177 PG 86 FOR A DISTANCE OF 669.04 FEET; THENCE, N 89° 36' 28" E, ALONG THE SOUTHERLY LINE OF ORV 1177 PG 86 AND ORV 1179 PG 721 FOR A DISTANCE OF 1328.50 FEET TO A FOUND IRON PIPE AND THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 16; THENCE ALONG THE EAST LINE OF THE SOUTHWEST 1/4, S 02° 45' 34" E, ALONG A FENCE LINE AND THE WEST LINE OF ORV 1078 PG 1537 FOR A DISTANCE OF 673.06 FEET; THENCE, N 89° 56' 13" W, ON AN LINE WITH THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LORENA SUBDIVISION FOR A DISTANCE OF 1343.60 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION AND THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PART LYING AND BEING IN COUNTY RIGHT OF WAY.





LEGEND

- SITE BOUNDARY
- PROPOSED PAVEMENT
- EXISTING PAVEMENT
- PROPOSED LOT LINE
- PHASE LINE
- SIDEWALK
- SEWER EASEMENT
- STATE JUNCTIONAL WETLAND LINE
- SWAMP SERVICE

PHASE	AREA	LOTS	TOTAL SQUARE FEET	TOTAL ACRES
PHASE 1	15,512 AC	54	3,113 AC	4.12 AC
PHASE 2	18,512 AC	51	3,917 AC	5.28 AC
PHASE 3	18,512 AC	51	3,172 AC	4.26 AC
TOTAL	52,536 AC	157	10,202 AC	13.66 AC

SITE DATA

80.00 AC PROPOSED AREA
 11.00 AC PAVED AREA PROPOSED
 157 PROPOSED LOTS
 1. WETLAND SERVICES FROM APP. PROVIDED BY CLIENT.

REVISIONS	DATE

DESIGNED BY: EAS
 CHECKED BY: MWS
 DATE: 07/20/11
 DRAWN BY: MWS
 SCALE: AS SHOWN
 SHEET NO.

TOMPKINS PRESERVE
 FOR
SEMANIK INVESTMENT CORP
PHASING PLAN

DOMINION ENGINEERING GROUP, INC.
 PLANNERS AND ENGINEERS
 4348 SOUTHPOINT BLVD, SUITE 201, JACKSONVILLE, FLORIDA 32216
 TEL: 904-854-4500 REGISTRY NUMBER: 26821 FAX: 904-854-4505
 www.dom-eng.com

Attachment "8"

PUD Written Description

Tompkins Preserve PUD (revised November 26, 2024)

I. PROJECT DESCRIPTION.

Semanik Investment Corp (the "Applicant") proposes to rezone approximately ±51 acres of property from A-1 Agriculture to Planned Unit Development ("PUD"), with the balance of the property, approximately ±20 acres, to remain as currently zoned. The property is more particularly described by the legal description attached hereto as Exhibit "A" (the "Property"), with a Parcel ID Number of 16-3N-24-0000-0009-0000. The Tompkins Preserve PUD (the "Project") shall be developed in accordance with this PUD Written Description and the PUD Site Plan attached hereto as Exhibit "B". The Property is located along Pine Street in the Town of Hilliard, Nassau County, between the established Lorena Subdivision and Southern Glen Subdivision, allowing for a compatible and complementary extension of the surrounding residential fabric.

The Property is presently utilized for timberland and silviculture activities under its current Agricultural zoning, with a Medium Density Residential future land use designation per the Town of Hilliard's Comprehensive Plan 2040. This designation allows for up to 6 dwelling units per acre, which would yield 270 dwelling units on the approximate 45 acres of current uplands and expected impacted wetlands. Thus, since the Project only seeks up to a maximum of 170 single-family residential lots, this proposed community represents an appropriate density well within the parameters of the Town of Hilliard's long-range planning objectives without exceeding maximum density.

The Project has been carefully designed to harmonize with nearby residential neighborhoods while providing a desirable increase in housing opportunities for the area. Recreational open space shall be set aside within the Project boundaries in accordance with applicable Town of Hilliard's Land Development Regulations ("LDR"), promoting suitable open space for residents. The PUD will have minimal impacts of approximately 4 acres of the approximate 10 acres of wetlands. Additionally, of the approximate 19 acres of adjacent wetlands and uplands to the south, not less than 10 acres is expected to be preserved and used as offsite mitigation.

The Project will provide essential utility services to future residents by connecting to the Town of Hilliard's existing potable water, sanitary sewer, and coordinating with the electric service providers for the area. As an additional public benefit, the water line will be run from Pine Street along Henry Smith Rd, and looped into the Project at the South-West corner abutting Henry Smith Rd the earlier of as needed for fire flow in Phase 1, or mandatory in Phase 2. Traffic accessibility will be facilitated through a connection to Pine Street, with private internal streets to be dedicated to the Homeowners Association upon completion. Pedestrian connectivity and walkability standards will also be incorporated through sidewalk installations lining one side of all residential roadways, as well as a central walkway from the South to the North to provide access to the northern park area, and a school bus stop with a shelter, bicycle rack and parking.

The features of the Project achieve Town of Hilliard's Comprehensive Plan 2040 goals with respect to each of its Elements as follows:

- A. *Future Land Use.* Provides an environment of stable character compatible with the surrounding neighborhoods to the North and South, while achieving the limited density through only the use of upland acres and minimal impacts to wetlands;
- B. *Transportation.* Provides private streets that comply with rights-of-way, safety access and off street parking per the LDR.
- C. *Housing.* Provides much needed housing and an opportunity for new approaches to ownership through the implementation of a variety of lot sizes to allow for the ever changing market demands, thereby allowing home ownership opportunities to a broad range of individuals, and will promote property values that will be retained over the years as the preserved wetlands will insulate the Project from the density of future nearby developments;
- D. *Public Facilities and Capital Improvement.* Enhances the appearance of the subdivision in that it requires all utilities to be underground, and as needed to either meet fire flow requirements in Phase 1, but mandatory for the commencement of construction of residences in Phase 2, adds public infrastructure to the Town of Hilliard by the extension of the water line along Henry Smith Road from Pine Street to the Southwest corner of the Project, being approximately 1,325 lineal feet, or a ¼ of a mile;
- E. *Conservation.* It is creative in its approach through the use of natural features for neighborhood as the Project maintains wetlands with the lots being clustered; and provides for the use of onsite Conservation Areas to mitigate wetland impacts, including the preservation of forested wetlands that border the entire length of Henry Smith Rd;
- F. *Recreation and Open Space.* Provides 20% of the parcel for parks and open space that benefits the neighborhood and enhances the appearance of the area through an entry buffer along Pine Road, activation of ponds, retained wetlands in the northern park with passive walking trails and the preservation of forested wetlands on the southern parcel that abuts and borders the Ponds and runs the length of Henry Smith Rd; and
- G. *Intergovernmental Coordination.* Promotes the health, safety, and welfare of the Town of Hilliard, Nassau County, St. Johns River Water Management District and the State of Florida Department of Environmental Protection by providing all public utilities, fire safety, preservation of wetlands, onsite stormwater facilities, and a sheltered school bus stop for the children.

The Tompkins Preserve PUD constitutes a thoughtfully planned single-family residential community that will provide high-quality housing options while adhering to the Town of Hilliard's development regulations and contributing positively to its future growth trajectory and accomplishes a more desirable environment than would be possible through the strict application of minimum requirements of the LDR.

II. USES AND RESTRICTIONS.

A. Permitted Uses. The Project will be constructed to comply with the Land Development Regulations, except as modified within this PUD Written Description. Subject to maintaining required safety access to be approved by the Town of Hilliard, this Project may be constructed in up to 3 Phases of:

- a. Single-family detached residential development, with accessory uses, structures and buildings;
- b. Parks, playgrounds, recreational areas, and community facilities; and
- c. Essential services including private roads, water, sewer, stormwater management facilities, and utilities.

B. Uses by Special Exception.

None.

C. Accessory Uses, Structures and Buildings.

Accessory uses, structures and buildings will be allowed as are of the nature customarily incidental and clearly subordinate to the permitted or principal use of a residential structure. The residential accessory buildings such as patio enclosures, pool enclosures, storage sheds, garages and workshops, and accessory structures, including decks, patios and pools, shall be constructed within the building area of the lots. These accessory buildings and structures will be subject to the same setbacks as the residence. Driveways are allowed within the front and side yard setbacks. Likewise, air conditioning units and pool equipment shall be excluded from the definitions of accessory uses, structures and buildings, and may be included within the setback line without violating the setback requirements. Accessory uses such as customary home occupations, pets, and yard sales will be allowed as per the requirements for residential districts stipulated within the LDR and in accordance with any applicable neighborhood covenants and restrictions.

D. Restrictions on Uses.

All uses and structures not specifically provided for within this PUD Written Description that are not allowed in Residential Uses as defined in the LDR are prohibited.

III. DESIGN GUIDELINES.

A. Lot Requirements.

- a. *Minimum lot area:* 6,000 square feet.
- b. *Minimum lot width:* 50 feet at the right-of-way, except that lots with a radius shall be measured using a parallel line along the wall nearest to the right-of-way.
- c. *Maximum lot coverage buildings:* All buildings, including accessory buildings, shall not cover more than 50% of the total lot area.
- d. *Maximum lot coverage all buildings and structures:* All buildings, including accessory buildings and accessory structures, shall not cover more than 60% of the total lot area.
- e. *Minimum yard requirements.*
 - i. *Minimum front yard:* 20 feet.
 - ii. *Minimum side yard:* 5 feet.
 - iii. *Minimum rear yard:* 10 feet.
 - iv. Eaves and other architectural features may encroach into the setbacks for up to 18 inches.
 - v. Mechanical equipment such as air conditioning compressors or pool equipment may encroach into the setbacks.
- f. *Maximum height of structures:* 35 feet.

B. Ingress, Egress and Circulation.

- a. *Parking Requirements:* Each residential unit will be provided with at least 2 parking spaces through a garage, with a driveway to be paved to the roadway. Additional off-street parking will be provided in accordance with applicable Town of Hilliard regulations if required.
- b. *Vehicular Access:* A single access will be provided through Pine Street as shown on the PUD Site Plan. The access road as shown on the PUD Site Plan and other interior roads will be privately owned.
- c. *Pedestrian Access:* Sidewalks and pedestrian connectivity will be provided on one side of each roadway throughout the Project, as well as a central walkway from the South to the North to provide access to the activated ponds and park.

- d. *School Bus Stop*: In coordination with the Nassau County School District and the Town of Hilliard's Administrative Officials, the Applicant may install a school bus stop, if appropriate, within or adjacent to the Project, and if so required, shall install a shelter and a minimum of one (1) covered bench to provide a safe waiting area for school children.
- C. **Signs and Entry.** The applicant may construct up to two (2) permanent, single faced monument signs at the entrance to the subdivision off of Pine Street or one (1) permanent, double-faced monument sign in a median (center island) at the entry to the subdivision off of Pine Street. The signs may be located within the road right-of-way or on private property. The monument sign(s) may be up to one-hundred fifty square feet each, but each face identifying the subdivision shall not exceed fifty (50) square feet in area. The maximum height of any monument sign shall be (10) feet. Real estate and construction signs shall also be allowed on each lot. Excepting the criteria set forth above, signage shall be provided in accordance with applicable LDR. If the monument sign is located within the right-of-way, or median (center island), landscaping and maintenance shall be the responsibility of the Homeowners' Association.
- D. **Landscaping.** Landscaping in the PUD shall comply with the LDR standards, except that if natural vegetation is preserved along Pine Road or Henry Smith Rd., it shall be credited against any landscaping requirements of the LDR along these rights-of-way. Vinyl perimeter fencing shall not exceed 6 feet, and may be installed along the rear of lot lines abutting other developments or the side yard of lots abutting the buffer and/or the Pine Road right-of-way. The installation and type of fence within the interior of the Project, including rear or side lot lines abutting stormwater facilities, wetlands, parks, open space or other lots, shall be subject to the rules and regulations of the Homeowners' Association which shall be recorded with Nassau County, but shall not exceed 6 feet in height. Trees will be provided on each single-family lot by the builder(s) as they construct the homes per the Town of Hilliard's codes.
- E. **Recreation and Open Space.** The design of the PUD incorporates common open space elements through a buffer at the entry off of Pine Street, the retention of approximately 6 acres of wetlands in the northern park that are usable with walking trails and benches, as well as varied active and/or passive recreational opportunities through the park areas. This usable open space and common area park will meet the requirement of LDR Section 62-316. The Applicant intends to dedicate all buffers, open space, retained wetlands and recreational areas to the Homeowners' Association for active and usable passive recreation uses, and maintenance. Retained wetlands may be subjected to Conservation Easements as may be required with the St. Johns River Water Management District for mitigation impacts, but shall be usable with passive walking trails using the current logging trails to activate them for neighborhood use. Other active recreation uses may include, at the discretion of the Applicant, and its assigns and successors and/or the Homeowners' Association, a playground, dog park, open sports field area, walking trails, community garden, pond(s) stocked with fish and similar uses.

F. **Utilities.**

- a. Water will be provided by the Town of Hilliard, with fire hydrants installed in accordance with the LDR throughout the subdivision and within the extension of the water line along Henry Smith Road from Pine Street as needed to either meet fire flow requirements in Phase 1, but mandatory for the commencement of construction of residences in Phase 2. The looped waterline servicing the Project shall be not less than 8" on the main, and branches shall be sized to meet fire flow capabilities. Impacts and construction location and materials shall be coordinated with the Town of Hilliard and the St John River Water Management District for the portion of the looped water main that crosses through the southern wetlands on the adjacent property. Upon completion and certification, the water system shall be conveyed to the Town of Hilliard with utility easements within the Project's ROW for service and maintenance.
- b. Sanitary sewer shall have an internal gravity collection system and a private lift station and discharge force main that will connect to the Town of Hilliard's system as the existing manhole MH 211B or MH 211A. Upon completion and certification, the sewer system (gravity, lift station and forced main) shall be conveyed to the Town of Hilliard with utility easements within the Project's ROW for service and maintenance. If the Town of Hilliard's Master Lift Station requires upgrades to accept the anticipated waterflow from the Project, the Town of Hilliard shall use its resources, including fees from this Project to do so.
- c. Electric will be installed underground, and provided by Okefenoke Rural Electric Membership Corporation, or any other electric utility granted rights by the Florida Public Service Commission, or any other governmental agency having regulatory oversight.
- d. Telephone, cable and/or internet capability shall be provided by any company granted rights by the Florida Public Service Commission.

G. **Wetlands.** Any impacts to the wetlands will be permitted pursuant to local, state, and federal permitting requirements, if applicable, with wetland impacts within the Project to be minimal, approximately 4 acres of the 10 acres of wetlands. Additionally, it is expected that not less than 10 acres of the adjacent wetlands and uplands to the south will be used as offsite mitigation, wherein the Applicant will record a Conservation Easement as approved by the St. Johns Water Management District.

H. **Stormwater:** Stormwater will be handled on site within stormwater facilities designed and permitting under the standards of the LDR and the St. Johns River Water Management District. Stormwater shall be collected with grading and street gutters, and transported via underground piping to the retention ponds, with appropriate easements for maintenance. Stormwater currently being discharged from the adjacent communities, being Southern Glen Subdivision and Lorena Subdivision, shall be incorporated into the stormwater management facilities to be engineered and constructed.

- I. Homeowners' Association Restrictions:** The Applicant shall establish a not-for-profit homeowners' association prior to the sale of any lots. Membership shall be mandatory for all property owners. The homeowners' association shall own and be responsible to manage and maintain all common areas, open spaces, internal roadways, recreational areas, stormwater facilities and enforce the covenants and restrictions of the community to be recorded in the Public Records of Nassau County, Florida. The covenants and restrictions shall notify all property owners that they are living in a Planned Unit Development and shall run with the land in order to protect both present and future property owners within the Project.
- J. Configuration:** The location and design of all access points and private interior access roads, along with parks, stormwater facilities and development areas depicted on the Site Plan ("Exhibit B") are conceptual and may be modified and reconfigured during the development process and shall not require amendment so long as the reconfiguration does not reduce the acreage of parks or any other design requirements herein; and shall nevertheless be subject to the review and administrative approval of the Town of Hilliard's Planning and Zoning Department in coordination with its Building and Safety Officials.

Attachment "8"

PUD Written Description

Tompkins Preserve PUD (revised November 26, 2024)

I. PROJECT DESCRIPTION.

Semanik Investment Corp (the "Applicant") proposes to rezone approximately ± 75 1 acres of property from A-1 Agriculture to Planned Unit Development ("PUD"), with the balance of the property, approximately ± 20 acres, to remain as currently zoned. The property is more particularly described by the legal description attached hereto as Exhibit "A" (the "Property"), with a Parcel ID Number of 16-3N-24-0000-0009-0000. The Tompkins Preserve PUD (the "Project") shall be developed in accordance with this PUD Written Description and the PUD Site Plan attached hereto as Exhibit "B". The Property is located along Pine Street in the Town of Hilliard, Nassau County, between the established Lorena Subdivision and Southern Glen Subdivision, allowing for a compatible and complementary extension of the surrounding residential fabric.

The Property is presently utilized for timberland and silviculture activities under its current Agricultural zoning, with a Medium Density Residential future land use designation per the Town of Hilliard's Comprehensive Plan 2040. This designation allows for up to 6 dwelling units per acre, which would yield ~~over~~ 2740 dwelling units on the approximate 45 acres of current uplands and expected impacted wetlands. Thus, since the Project only seeks up to a maximum of 170 single-family residential lots, this proposed community represents an appropriate density well within the parameters of the Town of Hilliard's long-range planning objectives without exceeding maximum density.

The Project has been carefully designed to harmonize with nearby residential neighborhoods while providing a desirable increase in housing opportunities for the area. Recreational open space shall be set aside within the Project boundaries in accordance with applicable Town of Hilliard's Land Development Regulations ("LDR"), promoting suitable open space for residents. The PUD will have minimal impacts of approximately 4 acres of the approximate 10 acres of wetlands. Additionally, of the approximate 19 acres of adjacent wetlands and uplands to the south, not less than 10 acres is expected to will be preserved and used as offsite mitigation.

The Project will provide essential utility services to future residents by connecting to the Town of Hilliard's existing potable water, sanitary sewer, and coordinating with the electric service providers for the area. As an additional public benefit, the water line will be run from Pine Street along Henry Smith Rd, and looped into the Project at the South-West corner abutting Henry Smith Rd the earlier of as needed for fire flow in Phase 1, or mandatory in Phase 2. Traffic accessibility will be facilitated through a connection to Pine Street, with private internal streets to be dedicated to the Homeowners Association Town of Hilliard upon completion. Pedestrian connectivity and walkability standards will also be incorporated through sidewalk installations lining one side of all residential roadways, as well as a central walkway from the South to the North to provide access to the northern park area, and a school bus stop with a shelter, bicycle rack and parking.

The features of the Project achieve Town of Hilliard's Comprehensive Plan 2040 goals with respect to each of its Elements as follows:

- A. *Future Land Use.* Provides an environment of stable character compatible with the surrounding neighborhoods to the North and South, while achieving the limited density through only the use of upland acres and minimal impacts to wetlands;
- B. *Transportation.* Provides private streets that comply with rights-of-way, safety access and off street parking per the LDR.
- C. *Housing.* Provides much needed housing and an opportunity for new approaches to ownership through the implementation of a variety of lot sizes to allow for the ever changing market demands, thereby allowing home ownership opportunities to a broad range of individuals, and will promote property values that will be retained over the years as the preserved wetlands will insulate the Project from the density of future nearby developments;
- D. *Public Facilities and Capital Improvement.* Enhances the appearance of the subdivision in that it requires all utilities to be underground, and as needed to either meet fire flow requirements in Phase 1, but mandatory for the commencement of construction of residences in Phase 2, adds public infrastructure to the Town of Hilliard by the extension of the water line along Henry Smith Road from Pine Street to the Southwest corner of the Project, being approximately 1,325 lineal feet, or a ¼ of a mile;
- E. *Conservation.* It is creative in its approach through the use of natural features for neighborhood as the Project maintains wetlands with the lots being clustered; and provides for the use of onsite Conservation Areas to mitigate wetland impacts, including the preservation of forested wetlands that border the entire length of Henry Smith Rd;
- F. *Recreation and Open Space.* Provides 20% of the parcel for parks and open space that benefits the neighborhood and enhances the appearance of the area through an entry buffer along Pine Road, activation of ponds, retained wetlands in the northern park with passive walking trails and the preservation of forested wetlands on the southern parcel abutting parcel that abuts and borders the Ponds and runs the length of Henry Smith Rd; and
- G. *Intergovernmental Coordination.* Promotes the health, safety, and welfare of the Town of Hilliard, Nassau County, St. Johns River Water Management District and the State of Florida Department of Environmental Protection by providing all public utilities, fire safety, preservation of wetlands, onsite stormwater facilities, and a sheltered school bus stop for the children.

The Tompkins Preserve PUD constitutes a thoughtfully planned single-family residential community that will provide high-quality housing options while adhering to the Town of Hilliard's development regulations and contributing positively to its future growth trajectory and accomplishes a more desirable environment than would be possible through the strict application of minimum requirements of the LDR.

II. USES AND RESTRICTIONS.

A. Permitted Uses. The Project will be constructed to comply with the Land Development Regulations, except as modified within this PUD Written Description. Subject to maintaining required safety access to be approved by the Town of Hilliard, this Project may be constructed in up to 3 Phases of:

- a. Single-family detached residential development, with accessory uses, structures and buildings;
- b. Parks, playgrounds, recreational areas, and community facilities; and
- c. Essential services including private roads, water, sewer, stormwater management facilities, and utilities.

B. Uses by Special Exception.

None.

C. Accessory Uses, Structures and Buildings.

Accessory uses, structures and buildings will be allowed as are of the nature customarily incidental and clearly subordinate to the permitted or principal use of a residential structure. The residential accessory buildings such as patio enclosures, pool enclosures, storage sheds, garages and workshops, and accessory structures, including decks, patios and pools, shall be constructed within the building area of the lots. These accessory buildings and structures will be subject to the same setbacks as the residence. Driveways are allowed within the front and side yard setbacks. Likewise, air conditioning units and pool equipment shall be excluded from the definitions of accessory uses, structures and buildings, and may be included within the setback line without violating the setback requirements. Accessory uses such as customary home occupations, pets, and yard sales will be allowed as per the requirements for residential districts stipulated within the LDR and in accordance with any applicable neighborhood covenants and restrictions.

D. Restrictions on Uses.

All uses and structures not specifically provided for within this PUD Written Description that are not allowed in Residential Uses as defined in the LDR are prohibited.

III. DESIGN GUIDELINES.

A. Lot Requirements.

- a. *Minimum lot area:* 6,000 square feet.
- b. *Minimum lot width:* 50 feet at the right-of-way, except that lots with a radius shall be measured using a parallel line along the wall nearest to the right-of-way.
- c. *Maximum lot coverage buildings:* All buildings, including accessory buildings, shall not cover more than 50% of the total lot area.
- d. *Maximum lot coverage all buildings and structures:* All buildings, including accessory buildings and accessory structures, shall not cover more than 60% of the total lot area.
- e. *Minimum yard requirements.*
 - i. *Minimum front yard:* 20 feet.
 - ii. *Minimum side yard:* 5 feet.
 - iii. *Minimum rear yard:* 10 feet.
 - iv. Eaves and other architectural features may encroach into the setbacks for up to 18 inches.
 - v. Mechanical equipment such as air conditioning compressors or pool equipment may encroach into the setbacks.
- f. *Maximum height of structures:* 35 feet.

B. Ingress, Egress and Circulation.

- a. *Parking Requirements:* Each residential unit will be provided with at least 2 parking spaces through a garage, with a driveway to be paved to the roadway. Additional off-street parking will be provided in accordance with applicable Town of Hilliard regulations if required.
- b. *Vehicular Access:* A single access will be provided through Pine Street as shown on the PUD Site Plan. The access road as shown on the PUD Site Plan and other interior roads will be ~~privately~~publicly owned.
- c. *Pedestrian Access:* Sidewalks and pedestrian connectivity will be provided on one side of each roadway throughout the Project, as well as a central walkway from the South to the North to provide access to the activated ponds and park.

- d. *School Bus Stop*: In coordination with the Nassau County School District and the Town of Hilliard's Administrative Officials, the Applicant may install a school bus stop, if appropriate, within or adjacent to the Project, and if so required, shall install a shelter and a minimum of one (1) covered bench to provide a safe waiting area for school children.
- C. **Signs and Entry**. The applicant may construct up to two (2) permanent, single faced monument signs at the entrance to the subdivision off of Pine Street or one (1) permanent, double-faced monument sign in a median (center island) at the entry to the subdivision off of Pine Street. The signs may be located within the road right-of-way or on private property. The monument sign(s) may be up to one-hundred fifty square feet each, but each face identifying the subdivision shall not exceed fifty (50) square feet in area. The maximum height of any monument sign shall be (10) feet. Real estate and construction signs shall also be allowed on each lot. Excepting the criteria set forth above, signage shall be provided in accordance with applicable LDR. If the monument sign is located within the right-of-way, or median (center island), landscaping and maintenance shall be the responsibility of the Homeowners' Association.
- D. **Landscaping**. Landscaping in the PUD shall comply with the LDR standards, except that if natural vegetation is preserved along Pine Road or Henry Smith Rd., it shall be credited against any landscaping requirements of the LDR along these rights-of-way. Vinyl perimeter fencing shall not exceed 6 feet, and may be installed along the rear of lot lines abutting other developments or the side yard of lots abutting the buffer and/or the Pine Road right-of-way. The installation and type of fence within the interior of the Project, including rear or side lot lines abutting stormwater facilities, wetlands, parks, open space or other lots, shall be subject to the rules and regulations of the Homeowners' Association which shall be recorded with Nassau County, but shall not exceed 6 feet in height. Trees will be provided on each single-family lot by the builder(s) as they construct the homes per the Town of Hilliard's codes.
- E. **Recreation and Open Space**. The design of the PUD incorporates common open space elements through a buffer at the entry off of Pine Street, the retention of approximately 6 acres of wetlands in the northern park that are usable with walking trails and benches, as well as varied active and/or passive recreational opportunities through the park areas. This usable open space and common area park will meet the requirement of LDR Section 62-316. The Applicant intends to dedicate all buffers, open space, retained wetlands and recreational areas to the Homeowners' Association for active and usable passive recreation uses, and maintenance. Retained wetlands may be subjected to Conservation Easements as may be required with the St. Johns River Water Management District for mitigation impacts, but shall be usable with passive walking trails using the current logging trails to activate them for neighborhood use. Other active recreation uses may include, at the discretion of the Applicant, and its assigns and successors and/or the Homeowners' Association, a playground, dog park, open sports field area, walking trails, community garden, pond(s) stocked with fish and similar uses.

F. Utilities.

- a. Water will be provided by the Town of Hilliard, with fire hydrants installed in accordance with the LDR throughout the subdivision and within the extension of the water line along Henry Smith Road from Pine Street as needed to either meet fire flow requirements in Phase 1, but mandatory for the commencement of construction of residences in Phase 2. The looped waterline servicing the Project shall be not less than 86" on the main, and branches shall be sized but may be upsized within the Project to 8" if required to meet fire flow capabilities. Impacts and construction location and materials shall be coordinated with the Town of Hilliard and the St John River Water Management District for the portion of the looped water main that crosses through the southern wetlands on the adjacent property. Upon completion and certification, the water system shall be conveyed to the Town of Hilliard with utility easements within the Project's ROW for service and maintenance.
 - b. Sanitary sewer shall have an internal gravity collection system and a private lift station and discharge force main that will connect to the Town of Hilliard's system as the existing manhole MH 211B or MH 211A. Upon completion and certification, the sewer system (gravity, lift station and forced main) shall be conveyed to the Town of Hilliard with utility easements within the Project's ROW for service and maintenance. If the Town of Hilliard's Master Lift Station requires upgrades to accept the anticipated waterflow from the Project, the Town of Hilliard shall use its resources, including fees from this Project to do so.
 - c. Electric will be installed underground, and provided by Okefenoke Rural Electric Membership Corporation, or any other electric utility granted rights by the Florida Public Service Commission, or any other governmental agency having regulatory oversight.
 - d. Telephone, cable and/or internet capability shall be provided by any company granted rights by the Florida Public Service Commission.
- G. Wetlands.** Any impacts to the wetlands will be permitted pursuant to local, state, and federal permitting requirements, if applicable, with wetland impacts within the Project to be minimal, approximately 4 acres of the 10 acres of wetlands. Additionally, it is expected that not less than 10 acres of the adjacent wetlands and uplands to the south will be used as offsite mitigation, wherein the Applicant will record a Conservation Easement as approved by the St. Johns Water Management District.
- H. Stormwater:** Stormwater will be handled on site within stormwater facilities designed and permitting under the standards of the LDR and the St. Johns River Water Management District. Stormwater shall be collected with grading and street gutters, and transported via underground piping to the retention ponds, with appropriate easements for maintenance. Stormwater currently being discharged from the adjacent communities, being Southern Glen Subdivision and Lorena Subdivision, shall be incorporated into the stormwater management facilities to be engineered and constructed.

- I. **Homeowners' Association Restrictions:** The Applicant shall establish a not-for-profit homeowners' association prior to the sale of any lots. Membership shall be mandatory for all property owners. The homeowners' association shall own and be responsible to manage and maintain all common areas, open spaces, internal roadways, recreational areas, stormwater facilities and enforce the covenants and restrictions of the community to be recorded in the Public Records of Nassau County, Florida. The covenants and restrictions shall notify all property owners that they are living in a Planned Unit Development and shall run with the land in order to protect both present and future property owners within the Project.
- J. **Configuration:** The location and design of all access points and private interior access roads, along with parks, stormwater facilities and development areas depicted on the Site Plan ("Exhibit B") are conceptual and may be modified and reconfigured during the development process and shall not require amendment so long as the reconfiguration does not reduce the acreage of parks or any other design requirements herein; and shall nevertheless be subject to the review and administrative approval of the Town of Hilliard's Planning and Zoning Department in coordination with its Building and Safety Officials.

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 John T. Cassidy, Sr., Manager of CCRC Woodlands, LTD,
(Print Name of Property Owner)

hereby authorize Semanik Investment Corporation, by Randy G. Martinuzzi or Wes Maas
(Print Name of Agent)

to represent me/us in processing an application for Rezoning for Planned Unit Development
(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.

[Signature]
(Signature of Owner)

(Signature of Owner)

John T. Cassidy, Sr., Mgr of CCRC Woodlands, LTD
(Print Name of Owner)

(Print Name of Owner)

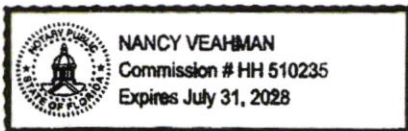
State of Florida

} ss

Nassau County

Sworn to and subscribed before me on this 8th day of August,
2024, by John T. Cassidy, Sr., Manager of CCRC Woodlands, LTD.
(Name of Person Making Statement)

[Signature]
Signature of Notary Public
State of Florida



Print, type or stamp commissioned name
of Notary Public

My Commission Expires: _____

Individual making statement is personally known or _____ produced identification.

Type of identification produced: _____



FOR OFFICE USE ONLY

File # 20240815

Application Fee: \$300 - CL#002429

Filing Date: 8/15/2024 Acceptance Date: _____
KM

Town of Hilliard

Concurrency Application (School Impact)

A. PROJECT

1. Project Name: Tompkins Preserve PUD
2. Address of Subject Property: 0 Pine Street
3. Parcel ID Number(s) 16-3N-24-0000-0009-0000
4. Existing Use of Property: A-1 Agriculture
5. Future Land Use Map Designation: Medium Density
6. Existing Zoning Designation: Applied PUD
7. Acreage: ± 71

B. APPLICANT

1. Applicant's Status Owner (title holder) Agent
2. Name of Applicant(s) or Contact Person(s): Randy G. Martinuzzi Title: Director of Land
Company (if applicable): Semanik Investment Corporation
Mailing address: 2120 CORPORATE SQ. BLVD SUITE 3
City: Jacksonville State: Florida ZIP: 32216
Telephone: 904) 365-5538 FAX: () e-mail: Rmartinuzzi@SEDAConstruction.com

3. If the applicant is agent for the property owner*:

Name of Owner (title holder): John T. Cassidy, CCRC Woodlands, LTD
Company (if applicable): _____
Mailing address: 4223 Lakeside Drive
City: Jacksonville State: Florida ZIP: 32210
Telephone: 904) 237-5865 FAX: () e-mail: Jcassidysr@gmail.com

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

C. PROJECT DESCRIPTION

Residential- Dwelling Units 181

D. ATTACHMENTS

- 1. Copy of Warranty Deed or other proof of ownership
- 2. Legal description
- 3. Survey
- 4. Site Plan
- 5. Agent Authorization, if applicant is not owner.
- 6. Town of Hilliard- School Impact Analysis Form

E. FEE.

- 1. \$300

All 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]
Signature of Applicant

Signature of Co-applicant

Randy G. Martinuzzi
Typed or printed name and title of applicant

Typed or printed name of co-applicant

8-13-24
Date

Date

State of Florida County of Duval

The foregoing application is acknowledged before me this 14 day of August, 2024 by Randy

G. Martinuzzi, who is/are personally known to me, or who has/have produced _____ as identification

NOTARY SEAL

[Signature]
Signature of Notary Public, State of Florida



ELAINE G. KREMIN
Commission # HH 322212
Expires January 29, 2027

Attachment #1
Warranty Deed or Proof of Ownership

INSTR # 201508779, Book 1970, Page 1201 Doc Type D, Pages 5, Recorded
 03/27/2015 at 02:08 PM, John A Crawford, Nassau County Clerk of Circuit Court,
 Deed Doc. D \$0.70 Rec. Fee \$44.00

THIS DOCUMENT PREPARED
 BY AND RETURN TO:

FRANK E. MILLER, ESQUIRE
 GUNSTER YOAKLEY & STEWART, P.A.
 225 WATER STREET, SUITE 1750
 JACKSONVILLE, FL. 32202

QUIT CLAIM DEED

THIS DEED is made as of the 5th day of March, 2015, by and between **VERONICA WILSON**, a single person and **NICK SALAMUNIA**, a single person, as tenants in common, with right of survivorship, whose mailing address is 2740 Dellwood Avenue, Jacksonville, FL 32205 (hereinafter the "Grantor"), and in favor of **CCRC WOODLANDS, LTD.**, a Florida limited partnership, as to a 100% interest in Parcel 1 and as to a 2/3 interest in Parcel 2-5 and **CAROL T. CASSIDY**, as Trustee of the Carol T. Cassidy Trust Agreement, dated January 2, 1959, as to a 1/3 interest in Parcel 2-5, whose address is 4223 Lakeside Drive, Jacksonville, FL 32210 (the "Grantee").

WITNESSETH, that Grantor, for valuable consideration which is hereby acknowledged, does hereby release, remise, and quit claim unto Grantee, his successors and assigns forever all of its right, title, interest, claim and demand, if any, in the land, situate, lying and being in Nassau County, Florida, as more particularly described as follows:

See attached Exhibit "A" hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD the Property, together with the hereditaments and appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the benefit of the Grantee, its heirs, successors and assigns forever. Grantor also conveys and quit claims to Grantee any and all past, present, or future after acquired title or interest in or with respect to the above described Property, including all reversionary and remainder interests or title to or respecting the same.

THIS QUIT CLAIM DEED IS BEING GIVEN TO QUIT CLAIM ANY OF GRANTOR'S INTEREST IN THE PROPERTY DESCRIBED HEREIN AND IS RECORDED CONTEMPORANEOUSLY WITH A CORRECTIVE SPECIAL WARRANTY DEED FROM GRANTEE TO GRANTOR CORRECTING THE LEGAL DESCRIPTION FOR THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AT OFFICIAL RECORDS BOOK 1933, PAGE 621 ON WHICH DOCUMENTARY STAMPS FOR THE ENTIRE CONSIDERATION WERE AFFIXED. NO ADDITIONAL CONSIDERATION WAS PAID FOR THIS CONVEYANCE AND ACCORDINGLY ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE ON THIS CONVEYANCE.

IN WITNESS WHEREOF, this deed has been executed as of the date first above written.

Signed, seal and delivered
In the presence of

Pamela G. Jipson
Print Name: Pamela G. Jipson

Sherrill A. Deese
Print Name: Sherrill A. Deese

Pamela G. Jipson
Print Name: Pamela G. Jipson

Sherrill A. Deese
Print Name: Sherrill A. Deese

GRANTOR:

[Signature]
VERONICA WILSON

[Signature]
NICK SALAMUNIA

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 5th day of March, 2015 by VERONICA WILSON, a single person, conveying property not her homestead, who is personally known to me, or have produced a driver's license as identification.

[Signature]

(Print Name _____)

NOTARY PUBLIC

State of Florida at Large

Commission # _____

My Commission Expires: _____



STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 27 day of March, 2015 by **NICK SALAMUNIA, a single person**, conveying property not her homestead, who is personally known to me, or have produced a driver's license as identification.

Sherrill Ann Deese



(Print Name _____)
NOTARY PUBLIC
State of _____ at Large
Commission # _____
My Commission Expires: _____

PARCEL 1:
(100% in Grantor CCRC Woodlands, Ltd)
Parcel A:

The East ½ of the Southwest ¼ of Section 16, Township 3 North, Range 24 East, except that portion thereof conveyed to Nassau County under Deed dated June 30, 1967, recorded in Official Records Book 77, Page 28, of the public records of Nassau County, Florida

Parcel B:

The East 6 acres of the South ½ of the Southwest ¼ of the Northwest ¼ of Section 16, Township 3 North, Range 24 East, Nassau County, Florida

Said Parcel A and Parcel B being the same as the land conveyed by Deed dated April 10, 1975, recorded in Official Records Book 193, Page 445, of the public records of Nassau County, Florida and described therein as "Parcel Two (2)" and "Parcel Three (3)" respectively

PARCELS 2-5:
(undivided 2/3 interest in Grantor CCRC Woodlands, Ltd. and undivided 1/3 interest in CAROL T. CASSIDY, as Trustee of the Carol T. Cassidy Trust Agreement, dated January 2, 1959)

PARCEL 2:

The South ½ of the Southwest ¼ of the Northwest ¼ of Section 16, Township 3 North, Range 24 East, less and except any part recorded in Official Records Book 440, Page 466, Official Records Book 211, Page 462, Official Records Book 1476, Page 666, Official Records Book 1527, Page 927, Official Records Book 1547, page 1546 and Official Records Book 1576, page 938, all of the public records of Nassau County, Florida

PARCEL 3:

The South ½ of the North ½ of the Northwest ¼ of the Southwest ¼, of Section 16, Township 3 North, Range 24 East, Nassau County, Florida less any part in road

PARCEL 4:

The North ¼ of the Northwest ¼ of the Southwest ¼ of Section 16, Township 3 North, Range 24 East, Nassau County, Florida less any part in road

PARCEL 5:

The South ¼ of the Northwest ¼ of the Southwest ¼ of Section 16, Township 3 North, Range 24 East, Nassau County, Florida less any part in road.

ALSO KNOWN AS:

A PART, PIECE OR TRACT OF LAND LOCATED IN SECTION 16, TOWNSHIP 3 NORTH, RANGE 24 EAST TOWN OF HILLIARD, NASSAU COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF LORENA SUBDIVISION RECORDED IN PLAT BOOK 5 PAGE 313 OF SAID COUNTY SAID POINT BEING A CONCRETE MONUMENT; THENCE N89°56'13"W ALONG THE NORTH LINE OF LORENA SUBDIVISION TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF PINE STREET (AN 80 FOOT RIGHT OF WAY) AND FORMERLY HENRY SMITH ROAD PER PLAT BOOK 5 PAGE 313, A DISTANCE OF 1295.35 FEET; THENCE, N 02° 01' 02" W, ALONG SAID EASTERLY RIGHT OF WAY, FOR A DISTANCE OF 651.19 FEET TO THE SOUTHWEST CORNER OF OFFICIAL RECORDS VOLUME (ORV) 1879 PAGE (PG) 1782; THENCE N 89° 10' 14" E ALONG THE SOUTHERLY LINE OF SAID RECORDS TO THE SOUTHEAST CORNER FOR A DISTANCE OF 379.56 FEET; THENCE, N 01° 49' 12" W ALONG THE EASTERLY LINES OF ORV 1879 PG 1782 AND 1576 PG 938, FOR A DISTANCE OF 247.87 FEET; THENCE S 89° 51' 47" W, ALONG THE NORTH LINE OF ORV 1576 PG 938 TO THE SOUTHEAST CORNER OF ORV 211 PG 462 FOR A DISTANCE OF 169.76 FEET; THENCE N 01° 49' 12"W, ALONG THE EASTERLY LINE OF ORV 211 PG 462 FOR A DISTANCE OF 210.09 FEET TO THE SOUTHEAST CORNER OF ORV 1527 PG 925; THENCE, N 89° 51' 47" E, ALONG THE SOUTHERLY LINE OF ORV 1547 PG 1546, FOR A DISTANCE OF 213.47 FEET TO THE SOUTHEAST CORNER OF LAST SAID RECORDS; THENCE, N 01° 45' 15" W, ALONG THE EAST LINE OF ORV 1547 PG 1546 FOR A DISTANCE OF 210.08 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF ORV 688 PG 1992; THENCE N 89° 51' 47" E A DISTANCE OF 878.01 FEET, ALONG THE SOUTHERLY LINE OF THESE OFFICIAL RECORD VOLUMES ORV 1362 PG 43, ORV 1670 PG 745, AND ORV 1501 PG 1564 TO A FOUND CONCRETE MONUMENT; THENCE, S 01° 47' 02" E, ALONG THE WEST LINE OF ORV 1177 PG 86 FOR A DISTANCE OF 669.04 FEET; THENCE, N 89° 36' 28" E, ALONG THE SOUTHERLY LINE OF ORV 1177 PG 86 AND ORV 1179 PG 721 FOR A DISTANCE OF 1328.50 FEET TO A FOUND IRON PIPE AND THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 16; THENCE ALONG THE EAST LINE OF THE SOUTHWEST 1/4, S 02° 45' 34" E, ALONG A FENCE LINE AND THE WEST LINE OF ORV 1078 PG 1537 FOR A DISTANCE OF 673.06 FEET; THENCE, N 89° 56' 13" W, ON AN LINE WITH THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LORENA SUBDIVISION FOR A DISTANCE OF 1343.60 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION AND THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PART LYING AND BEING IN COUNTY RIGHT OF WAY.

Attachment #2
Legal Description

Legal Description and Tax Parcel Number

Tax Parcel Number:

16-3N-24-0000-0009-0000

Legal Description:

A PART, PIECE OR TRACT OF LAND LOCATED IN SECTION 16, TOWNSHIP 3 NORTH, RANGE 24 EAST TOWN OF HILLIARD, NASSAU COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF LORENA SUBDIVISION RECORDED IN PLAT BOOK 5 PAGE 313 OF SAID COUNTY SAID POINT BEING A CONCRETE MONUMENT; THENCE N89°56'13"W ALONG THE NORTH LINE OF LORENA SUBDIVISION TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF PINE STREET (AN 80 FOOT RIGHT OF WAY) AND FORMERLY HENRY SMITH ROAD PER PLAT BOOK 5 PAGE 313, A DISTANCE OF 1295.35 FEET; THENCE, N 02° 01' 02" W, ALONG SAID EASTERLY RIGHT OF WAY, FOR A DISTANCE OF 651.19 FEET TO THE SOUTHWEST CORNER OF OFFICIAL RECORDS VOLUME (ORV) 1879 PAGE (PG) 1782; THENCE N 89° 10' 14" E ALONG THE SOUTHERLY LINE OF SAID RECORDS TO THE SOUTHEAST CORNER FOR A DISTANCE OF 379.56 FEET; THENCE, N 01° 49' 12" W ALONG THE EASTERLY LINES OF ORV 1879 PG 1782 AND 1576 PG 938, FOR A DISTANCE OF 247.87 FEET; THENCE S 89° 51' 47" W, ALONG THE NORTH LINE OF ORV 1576 PG 938 TO THE SOUTHEAST CORNER OF ORV 211 PG 462 FOR A DISTANCE OF 169.76 FEET; THENCE N 01° 49' 12"W, ALONG THE EASTERLY LINE OF ORV 211 PG 462 FOR A DISTANCE OF 210.09 FEET TO THE SOUTHEAST CORNER OF ORV 1527 PG 925; THENCE, N 89° 51' 47" E, ALONG THE SOUTHERLY LINE OF ORV 1547 PG 1546, FOR A DISTANCE OF 213.47 FEET TO THE SOUTHEAST CORNER OF LAST SAID RECORDS; THENCE, N 01° 45' 15" W, ALONG THE EAST LINE OF ORV 1547 PG 1546 FOR A DISTANCE OF 210.08 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF ORV 688 PG 1992; THENCE N 89° 51' 47" EA DISTANCE OF 878.01 FEET, ALONG THE SOUTHERLY LINE OF THESE OFFICIAL RECORD VOLUMES ORV 1362 PG 43, ORV 1670 PG 745, AND ORV 1501 PG 1564 TO A FOUND CONCRETE MONUMENT; THENCE, S 01 ° 47' 02" E, ALONG THE WEST LINE OF ORV 1177 PG 86 FOR A DISTANCE OF 669.04 FEET; THENCE, N 89° 36' 28" E, ALONG THE SOUTHERLY LINE OF ORV 1177 PG 86 AND ORV 1179 PG 721 FOR A DISTANCE OF 1328.50 FEET TO A FOUND IRON PIPE AND THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 16; THENCE ALONG THE EAST LINE OF THE SOUTHWEST 1/4, S 02° 45' 34" E, ALONG A FENCE LINE AND THE WEST LINE OF ORV 1078 PG 1537 FOR A DISTANCE OF 673.06 FEET; THENCE, N 89° 56' 13" W, ON AN LINE WITH THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LORENA SUBDIVISION FOR A DISTANCE OF 1343.60 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION AND THE POINT OF BEGINNING.

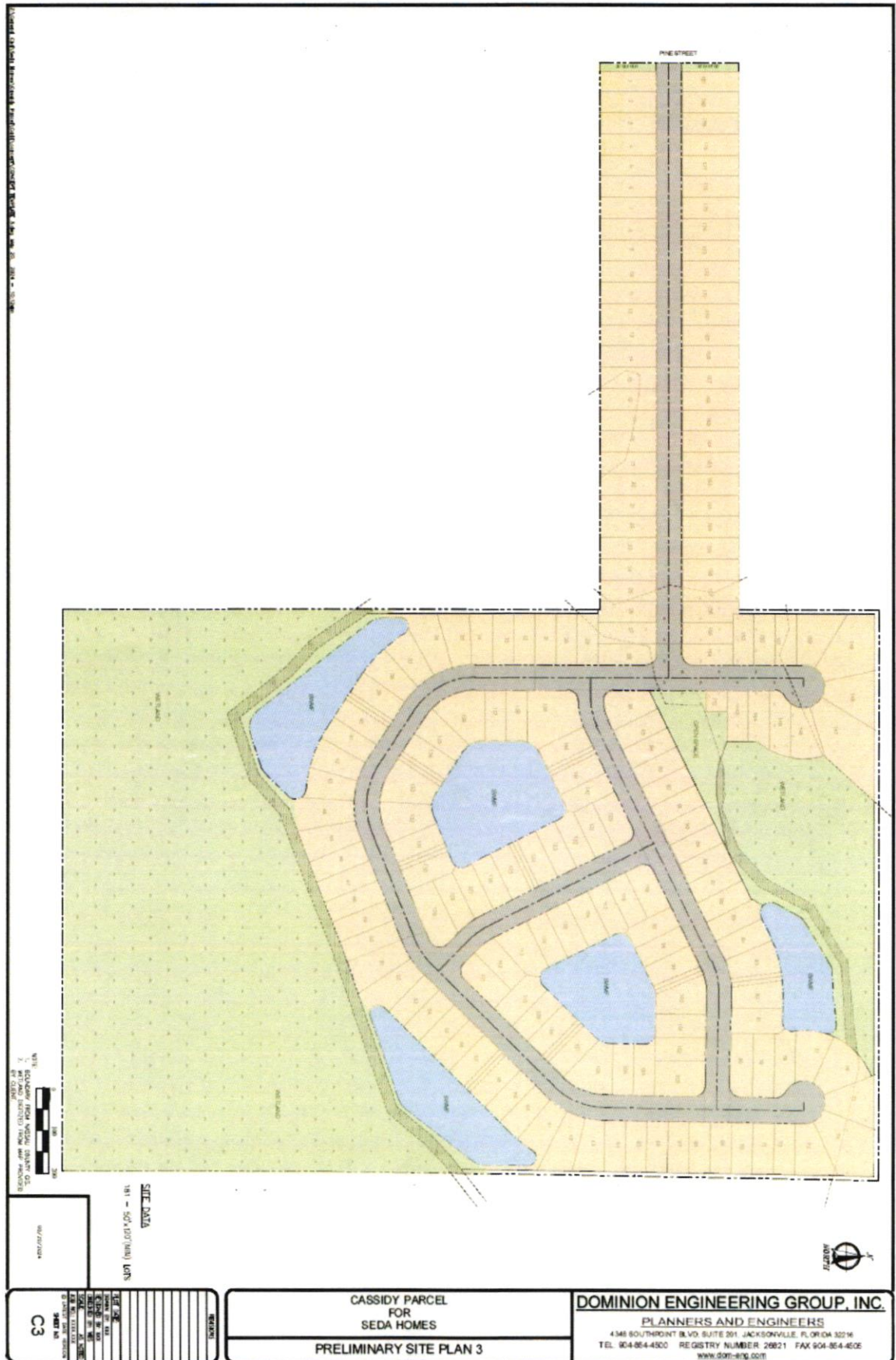
LESS AND EXCEPT ANY PART LYING AND BEING IN COUNTY RIGHT OF WAY.

Attachment #3
Survey

Attachment #4

Site Plan

Site Plan



Attachment #5
Agent Authorization

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 John T. Cassidy, Sr., Manager of CCRC Woodlands, LTD,
(Print Name of Property Owner)

hereby authorize Semanik Investment Corporation, by Randy G. Martinuzzi or Wes Maas
(Print Name of Agent)

to represent me/us in processing an application for Concurrency Application (School Impact)
(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.


(Signature of Owner)

(Signature of Owner)

John T. Cassidy, Sr., Mgr of CCRC Woodlands, LTD
(Print Name of Owner)

(Print Name of Owner)

State of Florida

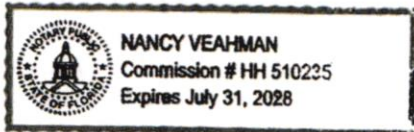
} ss

Nassau County

Sworn to and subscribed before me on this 13 day of August,
2024, by John T. Cassidy, Sr., Manager of CCRC Woodlands, LTD.
(Name of Person Making Statement)



Signature of Notary Public
State of Florida



Print, type or stamp commissioned name
of Notary Public

My Commission Expires: _____

Individual making statement is personally known or _____ produced identification.

Type of identification produced: _____

Attachment #6
School Impact Form Analysis



TOWN OF HILLIARD - SCHOOL IMPACT ANALYSIS (SIA) FORM

INTRODUCTION

New residential development is required to demonstrate compliance with school concurrency as regulated in Nassau County through the Hilliard Comprehensive Plan Public School Facilities Element and the Interlocal Agreement for Public School Facility Planning adopted by the County on July 14, 2008. No new residential rezoning, preliminary plat, site plan or functional equivalent may be approved by the Town unless the residential development is exempt from requirements outlined in Section 9.13 of the Amended Interlocal Agreement OR a School Concurrency Reservation Letter has been issued by the School Board indicating that adequate school facilities exist.

Application Process for School Concurrency:

1. Submittal of Development Application, including this School Impact Analysis (SIA) Form.
2. Town Staff transmit SIA to Nassau County School Board.
3. The Nassau County School Board reviews the SIA Form per requirements in the Interlocal Agreement and makes a determination of capacity.
4. If sufficient capacity is available, the School Board will issue a School Concurrency Reservation Letter. This letter indicates only that school facilities are currently available, and capacity is not reserved until the Town of Hilliard issues a Certificate of Concurrency.
5. Upon receipt of a School Concurrency Reservation Letter, the Town of Hilliard will issue a Certificate of Concurrency for the development. Certificates are valid for a two (2) year period. Approved construction plans or building permits extend the life of the certificate concurrent with the expiration of the applicable plan or permit.
6. If sufficient capacity is not available, the School Board will issue a Concurrency Deficiency Letter, at which time the applicant will be offered the opportunity to enter into a negotiation period to allow time for the mitigation process as outlined in the Interlocal Agreement. At the end of the negotiation period, the School Board will issue a School Concurrency Reservation Letter where mitigation has been mutually agreed upon; or if mitigation has not been agreed upon, a School Concurrency Deficiency Letter. If a Reservation Letter is drafted, the County will issue a subsequent Certificate of Concurrency.

KEY CONTACTS

Lee Anne Wollitz, Land Use Administrator at lwollitz@townofhilliard.com or 904-845-3555

Owner of Record	Applicant or Agent
As recorded with the Nassau County Property Appraiser	If an agent will be representing the owner, an Owner's Authorization for Agent form must be included
Owner(s) Name John T. Cassidy, CCRC Woodlands, LTD	Applicant or Agent Name Randy G. Martinuzzi
Company (if applicable)	Company (if applicable) Semanik Investment Corporation
Street Address 4223 Lakeside Drive	Mailing Address 2120 CORPORATE SQ. BLVD SUITE 3
City, State, Zip Jacksonville, FL 323210	City, State, Zip Jacksonville, FL 32216
Telephone Number 904-237-5865	Telephone Number 904-365-5538
Email Address Jcassidysr@gmail.com	Email Address Rmartinuzzi@SEDAConstruction.com

Project Information					
PIN: <u>16</u> - <u>3N</u> - <u>24</u> - <u>0000</u> - <u>0009</u> - <u>0000</u>					
Project Address	0 Pine Street				
Access Road	Name: <u>Pine Street</u> <input checked="" type="checkbox"/> City/County-Maintained <input type="checkbox"/> Private Road				
Size of Property	± 71	Present Property Use	A-1		
Zoning District	Applied PUD	Future Land Use Map	Medium Density		
Wetlands	28.99	Flood Zone	Moderate	Water & Sewer	Town of Hilliard
Project Description (use separate sheet if necessary):					
The property is located along Pine Street in the Town of Hilliard, Nassau County, between the established Lorena and Southern Glen subdivisions, allowing for a compatible and complementary extension of the surrounding residential fabric.					
Number of Dwelling Units Proposed (Total): 181					
Number of Dwelling Units Proposed (By Type):					
Single-Family Detached:	181				
Single-Family Attached:					
Multi-Family:					
List any applications under review or approved which may assist in the review of this application:					

I HEREBY CERTIFY THAT ALL INFORMATION IS TRUE AND CORRECT

I understand that reasonable inspections of the project may be made as part of the application review process. I understand that I will incur any costs associated with third-party review fees. I also understand that any material misrepresentations or errors contained in this application or supporting documents may void an approved application, at the reasonable determination of the Town considering the Land Development Code, Comprehensive Plan and other applicable regulations.

JOHN T. CASSIDY, Sr.
PRINT

[Signature]
SIGNATURE

8.13.2024
DATE

TOWN OF HILLIARD
904-845-3555

REC#: 00177744 8/15/2024 12:32 PM
OPER: KM TERM: 001
REF#: 002429
PAID BY:

TRAN: 104.0000 ZONING REVENUE
CONCURRENCY-TOMPKINS PRESERVE
ZONING REVENUE 300.00CR

TENDERED: 300.00 CHECK
APPLIED: 300.00-

CHANGE: 0.00



The Nassau County School District

1201 Atlantic Avenue
Fernandina Beach, Florida 32034

ITEM-3

Applicant or Agent	Owner [John T. Cassider] Applicant [Randy G. Martinuzzi]	Number of Units	181
Submission Date	8/19/2024 7:57	Analysis Stage	Final
Analysis Date	9/6/2024	IF Revised, Date	
Project Number	2024SCR0017	Comment, if Revised	
Project Name	Thompkins Preserve	Unit Type	
Deficiency Letter Date		Single Family Units	181
Target Completion Date		Townhome Units	
Negotiations Requested		Multi Family Units	
Status		PIN	16-3n-24-0000-0009-000C

District	Town of Hilliard			Contiguous Area To:	CSA Hilliard: Callahan, North Central Nassau (No Schools)
Concurrency Service Area	Hilliard				
Facility Type	Elementary	Middle	High		
CSA Facility Name	Hilliard	Hilliard	Hilliard		
CSA Capacity (per Date of Application)	22.602	84.084	102.415		
Contiguous Area Capacity <i>Callahan</i>	None	None	39.012		
Available Capacity for Mitigation	22.602	84.084	141.427		
Estimated Number of Students	27.241	14.299	18.553		
Mitigation Required	Yes	No	No		
Student Generation Rate	0.1505	0.0790	0.1025		
Students Req. Mitigation	4.638	-	-		
Acreage Req'd	25	40	60		
Land Cost per Acre	\$75,000	\$75,000	\$75,000		
Max Student Stations	800	1,200	1,200		

[1] Construction Cost per Student Station
 [1] Per FS 1013.64, includes contract costs, fees of architects and engineers, and the cost of furniture and equipment.

Source Reference	Elementary Aug-24	Middle Aug-24	High Aug-24
Per Facility	\$24,834	Mitigation Not Req'd	Mitigation Not Req'd
Estimated Land Acquisition Cost	\$1,875,000	Mitigation Not Req'd	Mitigation Not Req'd
Estimated Cost Per Student Station	\$2,344	Mitigation Not Req'd	Mitigation Not Req'd
Basis	25 acres x \$75,000/acre	Mitigation Not Req'd	Mitigation Not Req'd

[2] Other Costs in addition to the Cost per Student Station for determination of Proportionate Share Mitigation

Other Costs	Elementary	Middle	High
Estimated per Student Station	\$7,722	Mitigation Not Req'd	Mitigation Not Req'd

[2] Per FS 1064, costs not included in the Cost per Student Station includes purchasing or leasing the site for the construction, legal and administrative costs; related site or offsite improvements; security, checkpoint construction, lighting specifically designed for entry point security, etal, or other capital construction items approved by the school safety specialist to ensure building security for new educational, auxiliary, or ancillary facilities.

Summary of Proportionate Share	Elementary	Middle	High
Cost Per Student Station	\$24,834	Mitigation Not Req'd	Mitigation Not Req'd
Land Acquisition	\$2,344	Mitigation Not Req'd	Mitigation Not Req'd
Other	\$7,722	Mitigation Not Req'd	Mitigation Not Req'd
Total	\$34,900	\$0	\$0

Students for Proportionate Share	4,638	-	-	4,638
Proportionate Share	\$161,866	\$0	\$0	\$161,866
IIA 9.13 Exemption for Vested Dwelling Unit(s)	\$0	\$0	\$0	\$0
Proportionate Share Due net Credit	\$161,866	\$0	\$0	\$161,866

Note: The Proportionate Share calculation provided above is an estimate and subject to change. Changes to Available Capacity may occur after the submittal of an applicant's initial application due to the issuance of a Reservation Letter to another applicant. The Issuance of a Reservation Letter may reduce the actual capacity available prior to the finalization of this Proportionate Share Mitigation Agreement.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

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

5FROM: ***Lisa Purvis, MMC – Town Clerk***

SUBJECT: Town Council adoption of Resolution No. 2025-02, Authorizing the Permitting of a Martin Luther King, Jr. Walk.

BACKGROUND:

See attached.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Town Council Adoption of Resolution No. 2025-02, Authorizing the Permitting of a Martin Luther King, JR. Walk.

RESOLUTION NO. 2025-02

A RESOLUTION AUTHORIZING THE PERMITTING OF A MARTIN LUTHER KING, JR. WALK FOR THE CONCERNED CITIZENS OF HILLIARD, FLORIDA; ON BOTH LOCAL AND COUNTY ROADS, WHICH INCLUDES COUNTY ROAD 108; RESPONSIBILITY FOR TRAFFIC CONTROL; FOR CLAIMS ARISING FROM SUCH EVENT DUE TO ACTION ON THE PART OF OR AUTHORIZED BY THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Hilliard, Florida is required by various individuals and or organizations from time to time, to allow the use of streets and highways within the Town limits for the purpose of holding parades, or other special events, and

WHEREAS, the Town of Hilliard, determines that the Martin Luther King, Jr. Walk for the Concerned Citizens of Hilliard, Florida, will proceed down local and county roads, which includes County Road 108, is an event that is acceptable, appropriate, beneficial and in the best interest of the Town, and

WHEREAS, the Town of Hilliard, is willing to assume the responsibility for this decision as it is related to acts done or authorized by the Town employees or its agents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF HILLIARD:

1. That this Resolution be said and the same is hereby declared and determined to constitute the authority for the Town to obtain permission from the Nassau County Board of County Commissioners for the approved event on both town and county roads, which includes County Road 108, on the 20th day of January 2025.
2. That the Nassau County Sheriff's Department will assume responsibility for traffic control.
3. That the Nassau County Sheriff's Department is responsible only for the claims arising from and based upon the activities of its officers, agents or employees at this event.

4. The Nassau County Sheriff's Office is hereby authorized to carry out the intent and purposes of this Resolution.
5. That this Resolution shall take effect immediately upon its adoption.

THIS RESOLUTION adopted this _____ day of _____, _____, by the Town Council of the Town of Hilliard, Florida.

Kenneth A. Sims
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

Lisa Purvis

From: Charlene <crosssmith@yahoo.com>
Sent: Monday, October 21, 2024 2:14 PM
To: Renee Graham; Sabrina Robertson; Lisa Purvis
Cc: Pastor Green
Subject: 2025 Annual MLK Walk in Hilliard, FL

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

Good afternoon,

This is a request for the Concerned Citizens of Hilliard to hold their annual **MLK Walk on Monday 1/20/2025**, utilizing County Road 108 and Oxford & Sixth Streets in Hilliard, Florida 32046.

This annual event provides an opportunity for the Hilliard community to come together in a *walk* and *gathering* honoring the legacy of Rev. Dr. Martin Luther King, Jr.

- *We are first requesting NCSO's participation for traffic control (**Lt. Renee Graham**).
- *We're also requesting Nassau County BOCC provide approval (**Sabrina Robertson**).
- *Finally, we're seeking approval from our Town of Hilliard in support of this event (**Lisa Purvis**).

@lisapurvis - I can provide a meeting agenda item request after we have approval from the BOCC

Lt. Graham has informed us in the past that the formal state road closure permit is not necessary since we aren't utilizing any state roads.

Thank you everyone for your cooperation and consideration.

Details:

Annual MLK Walk and subsequent program at Hisbon Baptist Church - Hilliard.
 1/20/2025: origin at the Hilliard Town Hall. Participants will gather at approximately 9:30 am and walk east on County Road 108 to Oxford Street; then turn left on Oxford and end at Sixth Street at Hisbon Baptist Church.

Thank you,

Charlene Smith - (904) 707-5599, for

Concerned Citizens of Hilliard/Event Coordinator Rev. Johnnie E. Green - (904) 707-9399

Lisa Purvis

From: Renee Graham <lrgraham@nassauso.com>
Sent: Monday, October 21, 2024 2:55 PM
To: Charlene; Sabrina Robertson; Lisa Purvis
Cc: Pastor Green; Chauncey C. Mason
Subject: RE: 2025 Annual MLK Walk in Hilliard, FL

Follow Up Flag: Follow up
Flag Status: Completed

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

Thank you Mrs. Smith. We will gladly assist with traffic control as always. I have CC'd Lt. Mason who will be your primary point of contact going forward. Please let me know if there is anything else we can help with.

Capt. L. R. Graham

Nassau County Sheriff's Office
 Special Operations and Community Affairs
 904-548-4028

From: Charlene <crossmith@yahoo.com>
Sent: Monday, October 21, 2024 2:14 PM
To: Renee Graham <lrgraham@nassauso.com>; Sabrina Robertson <srobertson@nassaucountyfl.com>; Lisa Purvis <lpurvis@townofhilliard.com>
Cc: Pastor Green <jpastorgreen@aol.com>
Subject: 2025 Annual MLK Walk in Hilliard, FL

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

Caution EXTERNAL EMAIL: This is an external email and may contain suspicious or malicious content. Please take care when clicking links or opening attachments. When in doubt, contact the I.T. Department.

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Thank you,

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Concerned Citizens of Hilliard/Event Coordinator Rev. Johnnie E. Green - (904) 707-9399

NOTICE: Please note that Florida has a very broad Public Records Law. Most written communications to or from the Nassau County Sheriff's Office are public records available to anyone upon request. E-mails, including email addresses, may therefore be subject to public disclosure. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to NCSO. Instead, contact our office by phone or by mail. The contents of this e-mail message and any attachments are intended solely for the addressee(s) named in this message. This communication may be confidential or exempt from Chapter 119, Florida Statutes, and may be subject to applicable privileges. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and its attachments. Do not deliver, distribute or copy this message and/or any attachments and if you are not the intended recipient, do not disclose the contents or take any action in reliance upon the information contained in this communication or any attachments. Any reply to this email may also be considered a public record subject to disclosure under Chapter 119, Florida Statutes.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

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

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

SUBJECT: Town Council approval of position process for Joseph (Jody) Moore’s transition from introductory/probationary status to regular full-time.

BACKGROUND:

Joseph (Jody) Moore was hired November 7, 2024, in an introductory/probationary status. His probationary period ends January 16, 2025.

FINANCIAL IMPACT:

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

RECOMMENDATION:

Town Council approval of position process for Joseph (Jody) Moore’s transition from introductory/probationary status to regular full-time.

**TOWN OF HILLIARD
PUBLIC WORKS DEPARTMENT
Position Process**

Regular Meeting: November 7, 2024

Applicant: Joseph F. Moore II
46580 Sauls Road
Callahan, Florida 32011

Position: Public Works Technician

Pay Rate: Grade 4 / Step 4
\$21.26 per hour / \$44,211.77 Annually

Position Starts: November 12, 2024 – Introductory/Probationary Period

Position Status: January 16, 2025 – Regular Full Time Position

Position Requirements:

A current CDL Driver's License and High School Diploma are required. Certification in Water or Wastewater Plant Operation preferred or two years' experience in Water or Wastewater. Experience in landscaping, operating heavy equipment, driving dump trucks, water, and sewer utility work is a plus.

Position Information:

- Maintain accurate records of all duties performed.
- Assist in the maintenance and installation of driveway culverts and drainage, using and operating equipment as needed,
- Perform the installation of street signs throughout the Town.
- Maintain inventory of the Town's Street signs.
- Assist in maintaining the Town right of way and parks.
- Assist in trimming trees on Town right of way.
- Assist in the maintenance of water meters in Town, i.e., trouble shoot and change out as needed.
- Assist in reading water meters on an as needed basis for billing purposes.
- Performs water service cutoffs for non-payment as directed.
- Assists in maintenance of water main valve as scheduled.
- Perform water and sewer taps.
- Perform scheduled and emergency water and sewer repairs.
- Help to maintain inventory of water and wastewater supplies and stock.
- Locate and mark Town utilities as required for construction purposes.
- Check and maintain lift stations as needed.
- Assist in preventative and emergency maintenance of all equipment and property of the Town.
- Assist with special projects as directed by the Public Works Director, i.e., Holiday Decorations, July 4th celebration, Town Cleanup, etc.

- Monitors and stays current with technology as it pertains to the operations of this department.
- Take on additional duties as required by the Public Works Director and/or the Assistant Public Works Director.
- Assist with after-hours emergencies.
- Check generator equipment weekly.
- Maintain CDL driver's license.

Conditions of Employment:

Offer of employment is contingent upon the following: An interview of references and previous employers. Satisfactory results of a background investigation and/or medical examination or inquiry, including a drug screen test

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

Employee Information:

Joseph F. Moore II has the following work experience:

1994 - 2024: Jacksonville Aviation Authority – Maintenance Technician



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

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

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

SUBJECT: Town Council approval of the Capital Budget Expenditure for the installation of the 6" AC Valve Insertion on CR 108 in the amount of \$9,207.00.

BACKGROUND:

Rangeline Tapping Services is sole source for emergency tap on the 6" AC Pipe (Quote #RTS25-36) to install a 6" AC Valve Insertion located on CR 108 between US Hwy 1 and Pecan St.

FINANCIAL IMPACT:

\$9,207.00

RECOMMENDATION:

Town Council approval of the Capital Budget Expenditure for the installation of the 6" AC Valve Insertion in the amount of \$9,207.00.



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Quote Number RTS25-36

Rangeline will provide the below listed Valve Inserts and perform the following services
(Pipe Thickness will determine if the valve requires a gate build-up or not):

Quantity	Valve Insertion (150 PSI or less)	Unit Price	Total
1	6" AC WM Hydra-Stop® Insta-Valve™ Valve Insertion	\$9,207.00	\$9,207.00

Rangeline Group will perform the following Double Line Stop:

Quantity	Size	Pipetype	Product	Double Line Stop	Total	Line Stop Equipment Overnight charges after 7PM on 2nd Day "When Equipment is on the Pipe"
1	6"	AC	Water Main	\$13,301.00	\$13,301.00	\$500.00 Per Day, Per Line Stop

Note: Rangeline cannot guarantee a 100% shutdown due to debris, mineral deposits, solids and/or sediments in the pipe.

Prices are based on the following below:

- Rangeline will provide linestop fittings with 304SS body, flange, and hardware, ductile iron completion plug, and epoxy coated carbon steel blind flange paired with plastic coated ductile iron blowdown saddles with dual 304SS straps.
- All valve insertions are open left unless otherwise specified.
- If the project is cancelled after NON-AIS(standard) materials are ordered, there will be a restocking fee.
- When equipment is placed on the pipeline system, whether the linestop is in the main or not, per day charges will apply.
- Please allow (7 - 14 days) notice for scheduling after receipt of materials to ensure availability. Projects that require shorter lead times may incur additional charges.
- Contractor must encase each line stop fitting in concrete.
- If the type of pipe changes from what we have quoted above, prices and scheduling may vary. Contractor or Municipality is responsible for verifying the type of pipe and it's O.D.
- Rangeline may require a pre-construction meeting or site visit prior to scheduling any services.
- Normal daytime hours (7:00AM- 7:00 PM EST) Monday through Friday. Technician(s) will have a \$300.00 per hour after hours charge, portal-to-portal. Additional Expenses will be charged at our cost plus 20%.
- Rangeline will allow (1) Mobilizations/De-Mobilizations to the jobsite per valve insertion or (2) Mobilizations/De-Mobilizations to the jobsite per line stop. Additional trips will be \$1,500.00 per trip. Mobilization charges are applied when the technician leaves the shop or jobsite to start or after completion of the project.
- If Rangeline arrives at the jobsite to perform scheduled work that does not get performed, through no fault of Rangeline, an additional trip charge will be charged regardless of the number of Mobilizations allowed for the scheduled work.
- Canceling a scheduled project after the technician(s) have left the shop will result in a Cancellation Fee, please refer to Terms and Conditions. This includes weather related cancellations.
- Rangeline will allow each Line Stop to be left in place for (2) calendar day(s) or less. Each additional day will be charged as noted above including weekends. Limited to no more than 7 days from original quoted scope. Any days needed past the 7th additional day will require an approved changed notice before proceeding or equipment will have to be removed on the 7th day. The Change Order must be received by Rangeline prior to the 7th day.

Rangeline Tapping Services
1997 42nd Street North West Winter Haven, FL 33881



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Quote Number RTS25-36

- Stand-by charges will be billed at \$200.00 per hour / per technician during normal daytime hours and \$300.00 per hour / per technician during afterhours.
- Stand-by charges for equipment on the truck from portal-to-portal at \$1,000.00/per day.
- Pricing includes a standard 15-minute pressure test of all tapping sleeves and line stop fittings. If the pressure test is required to be longer than 15 minutes, additional charges will be billed at \$200.00 per hour. When customer installs material and it does not pass the standard 15-minute pressure test, all Rangeline labor will be billed at \$200.00/hr.
- Additional charges may be added for ID badges, security check-in or job postponements due to site events.
- Above costs do not include office expense for extensive contract agreements.
- Sub-Contract agreements (when required) must be received by Rangeline prior to starting work. Rangeline will not be responsible for meeting any requirements stated in a Sub-Contract agreement after the proposed work has begun.
- Certificates of insurance with contractor as a certificate holder can be provided at no cost. Adding contractor as additional insured cannot be done unless we have a written contract with your company. Coverage required above the limits of our policy is not included.
- Price does not include "Sales Tax" on supplied material(s), Rangeline will collect applicable sales tax based on the city and state tax rates in effect where the work is being performed.
- Quotation is valid for 30 days.
- No retainage allowed.
-

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Quote Number RTS25-36

CUSTOMER IS RESPONSIBLE FOR THE FOLLOWING:

- Flow rates of 1 ft/sec for Single position Line Stops or 2 ft/sec for Double position Line Stops shall not be exceeded where and while Line Stop heads are inserted. If the flow rates are higher than the above noted rates, the flow will need to be lowered. These rates and flow direction will need to be confirmed by the customer, owner, and/or engineer before any Line Stop heads are inserted. Rangeline will not be held liable for misinformation concerning flow rates, flow direction or water forces within the piping which causes damage to the piping system. Owner and/or Engineer is responsible for all proper information. Flow Rate must be measured at the point of the line stop location. Please be advised that "NOT" knowing the flow direction or the feet per second conditions during the insertion of the Line Stop equipment may cause damage to the pipe and or Rangeline equipment. In the event this occurs Rangeline will be compensated for its time, material, equipment damage and services.
- Excavating, de-watering, shoring, and/or scaffolding of job area, all of which must comply with OSHA standards.
- 12' extension ladder, light pole, and pump for de-watering.
- Lifting equipment and an air compressor (CFM 185 when required) with personnel to operate.
- Scheduling inspectors and obtaining permits as necessary.
- Labor assistance of 1 man to be supervised by Rangeline Technician(s).
- Lifting services if necessary.
- Concrete pipe anchor or mega lug joint restraint system if required.
- Concrete support for the Line Stop Fitting if required.
- O.D. measurements prior to scheduling.
- Pipe wall thickness prior to scheduling.

Rangeline Tapping Services
1997 42nd Street North West Winter Haven, FL 33881



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Quote Number RTS25-36

Rangeline Tapping Services - Terms and Conditions

1. **Rangeline** has issued this quotation based upon all information provided by the Customer.
2. All prices quoted are subject to current sales and use taxes. Any increase or enactment of new sales, use, excise or similar taxes shall be passed onto the account of Customer. The price does not include any amounts for changes in taxes, tariffs, or other similar charges that are enacted after the date of this Quotation. Subcontractor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes, including, without limitation, escalation, delay damages, cost to re-procure, cost to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes.
3. The prices quoted above are based upon the quantities, sizes and operating conditions as listed above. Any changes in quantities, sizes or operating conditions of the system will void this quotation and a new quotation will be issued on the basis of changed information or operating conditions. Any projects that are booked and in progress that require changes in the quantities, sizes and/or operating conditions that differ with this quotation will be subject to pricing changes based upon new data related to the project.
4. In the case of unusual or non-typical pipe variations the Customer will be subject to additional costs.
5. The base price quoted is the minimum charge for the number of days allowed and is not subject to pro-ration for work completed early. Time onsite for calculating the base period and the additional days commences the day the technician or equipment are on the job site and ends when equipment leaves the jobsite or the customer's custody. Any additional days the equipment is on the jobsite will be paid by the customer at the per day charge quoted. For jobsite or travel days that fall on weekends or holidays, the price quoted will be increased accordingly to reflect our weekend or holiday pricing.
6. **Rangeline** shall not be held liable for any back charges without prior written consent of **Rangeline**. **Rangeline** does not guarantee that the placement of the Line Stop head(s) into the pipe system the first time will provide a "Workable" shutdown. In the event it is necessary for **Rangeline** to remove the Line Stop head and replace a seal and make any adjustments to the head/equipment such activity shall not be considered a delay of work at the job site. If the Line Stopper cannot be removed an additional Line Stop will be needed and be performed at the customers expense.
7. **Rangeline** makes every effort to ensure "OSHA" safe working conditions for its employees. Customer agrees and shall provide **Rangeline** employees with OSHA safe working conditions prior to entering the workplace.
8. The work site location must be accessible by a suitable roadway from a public highway. If the jobsite location or site conditions require barricades, traffic control or assistance, the Customer must furnish barricades and assistance.
9. **Rangeline** cannot take responsibility for actions other than its own employees. **Rangeline** will be liable and will hold Customer harmless from the compensatory but not consequential damages caused solely by defect in **Rangeline's** equipment or caused solely by the negligence of **Rangeline** employees in the operation of the equipment. All other losses, costs, expenses, liability, or damages arising from or connected with the performance of the work will not be the responsibility of **Rangeline** and customer will indemnify and hold **Rangeline** harmless there from.
10. **Rangeline** makes no warranty on any purchased products. Please refer to manufacturer for details on warranty.
11. Manufacturers of Valve Inserts do not guarantee a 100% shutdown. **Rangeline** cannot exceed the Manufacturers' guarantee of valve performance. We install all valve inserts as per manufacturers' specified procedures. NOTE: Valve Inserts are not designed to be pressure tested against. A 30% restocking fee will be assessed for all returned Valves and fittings.
12. In the case of unusual line stopping conditions, **Rangeline** may require an owner of the piping system or their representative to be present during the pressure testing of materials and insertion of the Line Stop into their system
13. **Rangeline** will provide Tapping, Line Stopping equipment and a technician to operate equipment. Customer is responsible for providing all other equipment, supervision and labor necessary to complete the work including inspection, testing, safety and control equipment, lifting and moving equipment, etc.
14. Customer shall pay for all costs and expenses incurred by **Rangeline** because of rescheduling or cancellation by the customer for any reason including but not limited to inclement weather.

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1997 42nd Street North West Winter Haven, FL 33881



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Quote Number RTS25-36

15. Customer or Owner is responsible to furnish electric power and lighting as required by us to perform our work.
16. In regards to concrete pipe only, the condition of the interior mortar lining may adversely affect the percentage of the amount recovered during tapping operation. **Rangeline** cannot be held responsible for any unforeseen, and or diminished conditions of such pipe.
17. All Tapping Sleeves & Line Stop materials fabricated for PCCP, RCCP & RCP pipes are non-returnable once fabricated. The customer is responsible for the accumulated costs of the materials, freight, and sales tax for all these items once ordered. These materials are custom ordered and "NON-RETURNABLE".
18. The supply of bid and or performance bonds is excluded. **Rangeline** supply these bonds only when specifically stated on the quotation.
19. Any invoice unpaid for more than 30 days will be subject to the maximum finance charges allowed by applicable state law. **Rangeline** does not allow retainage on any invoices.
20. Clerical errors made in good faith are subject to correction within **Rangeline** sole discretion.
21. Notwithstanding these terms and conditions or any amendments thereto or terms and conditions of the customer who may be deemed part of this agreement, **Rangeline** shall not be liable for any losses, costs, expenses, liability or damages arising from or connected with the performance of the work not covered by **Rangeline's** liability insurance in effect at the time of such loss, etc., and Customer shall hold **Rangeline** harmless for any loss, etc., in excess of coverage. **Rangeline** will provide Customer a certificate of its liability insurance upon request.
22. In the event it becomes necessary for **Rangeline** to retain legal counsel to enforce its rights the Customer agrees that it shall be responsible for payment of all reasonable attorney's fees, expenses and costs incurred by **Rangeline**.
23. **Rangeline** shall not be held liable for any pipe which splits, breaks, or leaks as a result of material installation, Wet Tapping pipe, Line Stopping pipe or completion of line stop fitting or valve insertion. **Rangeline** follows all material manufacturers' installation procedures and operates all equipment to manufacturer's standards and cannot be held responsible for pipe which fails during the Tapping and Line Stopping operation.
24. **Rangeline** will not be held liable for misinformation concerning flow rates, flow direction or water forces within the piping system which causes damage to the piping system. Owner, Engineer, and/or contractor is responsible for all proper information and any damage to **Rangeline** equipment will be charged to the customer accordingly.
25. **Rangeline** will take all means available to capture the pipe coupon. Pipe integrity, flow rates and other unknowns at the time of the Wet/Hot Tapping operation can be contributing factors. Therefore, **Rangeline** cannot be responsible for any lost or pieces of the coupons which do not come out after the tap is performed.
26. **Rangeline** does not guarantee a 100% leak free Completion Plug installation. The Completion Plug is a temporary seal to remove the isolation valve to install the permanent blind flange and sealing hardware.
27. **Rangeline** will not be responsible for reduced flow through temporary by-pass system due to solids or debris clogging by-pass operations.

28. **Prices & Payment**

All payments for materials furnished hereunder shall be made upon the basis of material delivered as shown by our delivery ticket and our delivery records. Failure to notify us of discrepancies in quantities/schedules prior to manufacturing of items invoiced constitutes irrevocable acceptance of the quantities and delivery schedule for the materials covered by the invoice. If you fail to make payments when due on any order, or if at any time we have any doubt about your intention or ability to pay, we may decline to make any further shipments on this or any other order with you. Our rights and remedies in this regard are not exclusive and we retain all other rights and remedies at law. Sales or use tax are not included in the prices set forth on the face of the Quotation or Order Acknowledgement. Prices for undelivered goods may be increased by Seller in the event of any increase in the cost to Seller of supplies, labor or services, or any increase in Seller's cost resulting from governmental or administrative action or any other cause beyond Seller's control. Invoices shall be deemed correct unless contested in writing within seven (7) business days of invoice date.

29. **Delivery**

Unless stated otherwise in a quotation by us, shipments are quoted F.O.B. jobsite. Rail shipments are based on minimum car load lots. Truck shipments are based on applicable state limit truck load lots. Delivery is tailgate, on board trucks unless otherwise specified. You agree to provide: (1) an unloading point accessible over roads acceptable to the carrier; (2) an area where unloading can be accomplished quickly and efficiently with standard unloading methods; (3) blocking and chocking if required for unloaded material; (4) indemnification of us and the carrier regarding liability for personal injury, including death and property damage resulting from unloading done under your direction; (5) flagmen and lights or warning devices if required by local agents, governmental laws, rules or regulations; (6) payment for unloading time in excess of one hour at the rate specified in the published tariff of the carrier making delivery; (7) adequate qualified labor and facilities to remove materials from truck. If any of the above are not provided, we reserve the right to stop deliveries until the condition is remedied. Deliveries shall be made in accordance with a delivery schedule, which may be revised by mutual agreement to adjust to job conditions or manufacturing requirements. We cannot guarantee precise delivery dates and we

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Quote Number RTS25-36

shall not be responsible for delays in deliveries, nor liable for any losses, expenses or damages, including liquidated damages or penalties of any kind, which you may incur. Acceptance of delivery by you constitutes confirmation of your acceptance of the delivery schedule against which the delivery was made. In the event delivery is required beyond curb lines, you will be responsible for any damage to curbs, sidewalks, driveways, or other property.

30. **Warranty and Limitations**

Our products are warranted to be manufactured in accordance with the specifications identified on the face of our Quotation or Order Acknowledgement and to be free of defects in workmanship or materials for a period of one (1) year after date of delivery. Any action for breach of contract arising from this Agreement must be commenced within one (1) year after the cause of action has arisen. Our responsibility under this warranty is limited to the repair or to the furnishing by us, above ground of a replacement of defective or non-conforming products, or to the allowance of a credit for such products, all at our option. WE ACCEPT NO RESPONSIBILITY FOR DESIGN OF THE PROJECT OR INSTALLATION OF THE MATERIALS DELIVERED. ANY DEFECTS IN PROJECT DESIGN OR INSTALLATION OF MATERIALS VOIDS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT WARRANTY OF TITLE. ITEMS MANUFACTURED FOR A PARTICULAR PROJECT ARE NOT SUBJECT TO RETURN FOR CREDIT. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LIQUIDATED DAMAGES OR PENALTIES OF ANY KIND WHICH YOU MAY INCUR. OUR LIABILITY, IF ANY, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE FOR THE MATERIALS IN QUESTION. THE WARRANTY PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL EXPRESSED AND IMPLIED WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE ABOVE. WE DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OUR SOLE RESPONSIBILITY IS AS STATED AND YOU ACKNOWLEDGE THAT YOU ARE PURCHASING OUR PRODUCTS SOLELY ON THE BASIS OF OUR WARRANTY AS SET FORTH HEREIN.

31. **Damage In Transit**

Shipments must be inspected by you before unloading to ascertain any damage enroute. Charges for inspections or tests are your expense.

Shipping damage claims will not be accepted after goods are unloaded. Claims for shortages or damages must be made by notation on the face of the freight bill or on the face of our delivery ticket at the time of unloading. The carrier, when accepting materials at our plant, is responsible for damages in transit and all claims for damages in transit shall be made promptly to the carrier by you. Our responsibility terminates when the carrier accepts our products for transportation.

32. **Indemnity**

You expressly agree to indemnify, defend, and hold us harmless from and against all loss, expense, including attorney fees and damages arising from bodily injury to any person, including death resulting therefrom (whether to your employees or others) and damage to property caused by any of the Products after delivery to you or to your customer except to the extent caused by our gross negligence or willful misconduct.

33. **Force Majeure**

We are not responsible or liable for any delays or nonperformance in the event of fire, flood, explosion, the elements, or other catastrophe, acts of God, war, riot, civil disturbance, strike, lockout, refusal of employees to work, labor disputes, shortage or inability to obtain raw materials including energy requirements, failure of carriers to deliver either machinery, equipment or material, in the event any legislative, executive, or judicial act of any political or **Rangeline** will not be responsible for reduced flow through temporary by-pass system due to solids or debris clogging by-pass operations.

34. **Cancellation Charges**

In the event any order accepted by us in writing is cancelled by you, you shall be liable for and shall pay to us all charges incurred in connection with such order, including but not limited to the cost of all purchased materials, expenses incurred for the engineering, fabrication, production, and assembly of such materials and anticipated profits.

35. **Intellectual Property**

No license, authorization or permission of any kind is hereby transferred or granted to Customer to utilize, reproduce, duplicate, or disseminate any intellectual property or proprietary information belonging to **Rangeline** in any form, or under any conditions other than those specifically required to complete the current transaction between Customer and **Rangeline**. Customer specifically agrees that Customer will not attempt to duplicate, modify or reverse-engineer any products or components supplied to Customer by **Rangeline**. Customer specifically agrees that Customer will not disclose to any third-parties the protocols, procedures or methodologies utilized by **Rangeline** in the performance of **Rangeline's** work for the Customer.

Customer shall not take any measurements, dimensions, and/or calibrations of Rangeline equipment at any time or publish any information, drawings or photographs concerning the Equipment except with the written consent of Rangeline and subject to such reasonable conditions as the Customer may prescribe. Customer shall procure that each of its affiliates, including but not limited to, designated agents, Owner and/or Sub-suppliers shall

Rangeline Tapping Services
1997 42nd Street North West Winter Haven, FL 33881



Quote Number RTS25-36

Rangeline Is The Lifeline For Your Pipeline

comply with the obligations hereunder.

36. Miscellaneous

- a. Once we have accepted any order from you, in writing, all changes in the order must be in writing, showing the change and the order number. All costs for changes in the order will be at your expense, subject to the terms and conditions herein.
- b. Our failure to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of that or any other provision or of any of our rights under this Agreement, nor shall it constitute a waiver by us of any subsequent default by you in the performance of this Agreement.
- c. Our field representative may, from time to time, be present on a job site where products you have purchased from us are being installed and he or she will be glad to work with you and be of assistance to you. The field representative, of course, has no authority to modify this Agreement or bind us however; and since the installation is your responsibility under your supervision or that of your customer or his contractor, we shall not be responsible for any instructions or technical advice in connection with the design, installation or use of the materials sold hereunder.
- d. You agree to pay any and all costs, expenses, and attorney fees which we may incur or become liable for by reason of our enforcing or attempting to enforce the terms of this Agreement, including lien claims and foreclosure of liens filed.
- e. Should any part or provision of this Agreement be declared invalid, unenforceable, illegal, or in conflict with any law, the validity and enforceability of the remaining or provisions shall not be affected.
- f. The prices listed are unit prices for the quantities listed. We reserve the right to change unit prices in the event of quantity changes.
- g. Neither this Agreement nor any of the rights or responsibilities arising hereunder may be assigned by you without our express written consent to the assignment.
- h. The services of a Layout Technician are included in our pricing for the initial submittal and one revision. Charges may be incurred if further revisions are required unless caused by our error.
- i. If we are required to store finished product thirty (30) days beyond a jointly agreed to delivery date, a storage charge of one and one-half (1.5%) percent per month will be assessed on the purchase price of the product stored.
- j. All quotes are Rangeline Standard Quotes only and are without any inclusion of Prevailing Wage Rates that may be applicable in the region where the work is to be done. As such, if Prevailing Wage Rates for the region in which the work will be done are not disclosed prior to the calculation or execution of the Rangeline Standard Quote and added via the terms of the subcontract or thereafter, pricing will then be adjusted accordingly to take the Prevailing Wage Rates into account.

Town of Hilliard _____ Date _____
Authorized Signature

Rangeline Signature Date

Customer acknowledges and accepts all information regarding supplied quotation.

**Rangeline Tapping Services
1997 42nd Street North West Winter Haven, FL 33881**



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

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

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

SUBJECT: Town Council approval of the Capital Budget Expenditure for the replacement and service to Well #4, in the amount of \$49,250.00.

BACKGROUND:

Well #4 is located on West Third Avenue at the Town's Gymnasium located at Buck Park.

Complete Services Well Drilling, Inc. - estimate to assess Well #4, in the amount of \$7,500.00.

Complete Services Well Drilling, Inc. – estimated total amount for well pump replacement and services to Well 34, in the amount of \$49,250.00.

Partridge Well Drilling – Estimate to assess damage only to Well #4, in the amount of \$7,800.00.

FINANCIAL IMPACT:

\$49,250.00

RECOMMENDATION:

Town Council approval of the Capital Budget Expenditure for the replacement and service to Well #4, in the amount of \$49,250.00.

Complete Services Well Drilling, INC.

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

ITEM-8

Estimate

ADDRESS

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

ESTIMATE # 2436
DATE 11/25/2024

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Services Provide labor and equipment to mobilize, disconnect the motor and discharge head, pull the pump, and break down and assess damage.	1	7,500.00	7,500.00
	Pump Parts Provide new replacement pump to match existing conditions.	1	33,750.00	33,750.00
	Services Provide labor and equipment to install the new pump, CL2 the well, pump off, and test to ensure proper operation.	1	8,000.00	8,000.00

TOTAL \$49,250.00

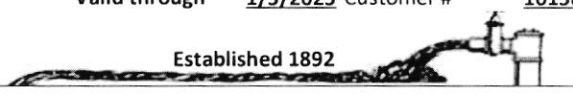
Accepted By

Accepted Date

Partridge Well Drilling
4744 Collins Road
Jacksonville, FL 32244
Phone (904) 269-1333 (904) 355-3323

Rep R Stevens
Rep

Date 12/6/2024 Contract # 47544
Valid through 1/5/2025 Customer # 10158



Town of Hilliard
P O Box 249
Hilliard, FL 32046

Site	Town of Hilliard - Well 4	Site # 54094	Contact Jason	Primary
	15859 CR 108 Hilliard , FL 32046		Office	Home
			Other	Cell 904-719-1003
		County Nassau		

Remove turbine pump. Inspect. Make recommendations to repair.	1	\$7,800.00	\$7,800.00
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Condition of well is unknown.

If well is damaged or if the existing pump is stuck in well, there would be additional charges.

This quote does NOT include any permitting, water sampling, boil water notice, or notification of government agency that may be required.

Price assumes we can easily access the well head with our hoist truck and there are no obstructions or electrical wires overhead.

Service Rates	1 Man	\$215.00	Additional Hour	\$160.00
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Total \$7,800.00

A 50% deposit of \$3,900.00 is required. \$ _____ Received on ____/____/____

THE BALANCE FOR EACH ITEM WILL BE DUE WHEN INVOICED. A service charge of 1.5% per month will be charged on past due accounts. Unless Buyer notifies Seller in writing within fifteen (15) days from date of invoice, it shall be presumed that goods and services are satisfactory and acceptable to Buyer. Buyer shall pay Seller's cost of collection including a reasonable attorney's fee at all levels of court. Owners Grant to Partridge Well Co., Inc. the right to enter upon and drive vehicles including heavy trucks, over his property to site using most efficient means of ingress and egress at sole discretion of Partridge Well Co., Inc. and agrees to release and save harmless Partridge Well Co., Inc. from any and all damage to said property and all equipment, fixtures or improvements located upon, on or under the ground. This proposal is subject to change unless signed, returned and order to proceed is given within 30 days. The above proposal is accepted at the prices and terms specified herein. It is agreed that the seller will retain title to any equipment or materials that may be furnished until final payment is made as agreed. The seller shall have rights to remove same and seller will be held harmless for any damages resulting from the removal thereof. This contract voids previous contract(s) with the same contract number. It is the owner's responsibility to identify and mark the location of any and all private utilities including but not limited to cables, wires, pipes, gas lines, septic tanks and drainfields etc. Owners agree to release and hold harmless Partridge Well Drilling Co. Inc. from any and all damages to said private utilities.

Signature Owner/ Contractor	Print Name	Date	<i>Russell Stevens</i>	PWD Representative	Date
		12/6/2024			12/6/2024
Signature Owner/ Contractor	Print Name	Date			

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, JANUARY 02, 2025, 7:00 PM

NOTICE TO PUBLIC

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

PLEDGE OF CIVILITY

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

**CALL TO ORDER
PRAYER & PLEDGE OF ALLEGIANCE
ROLL CALL**

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

PRESENTATIONS

ITEM-1 Florida League of Cities to Present Council President Sims with the Mayor John Land Years of Service Award for 20 Years of Service to the Town of Hilliard.
Lisa Purvis, MMC – Town Clerk

Eryn Russell, Member Services Administrator for the Florida League of Cities, presents the Mayor John Land Years of Service Award to Council President Sims, honoring his 20 years of dedicated service to the Town of Hilliard.

ITEM-2 Town Attorney to administer the Oath of Office to Re-Elected Town Council Members, Kenny Sims, Lee Pickett, and Jared Wollitz.
Christian Waugh – Town Attorney

Town Attorney Christian Waugh, administers the Oath of Office to the re-elected Town Council Members, Kenny Sims, Lee Pickett, and Jared Wollitz.

ITEM-3 Town Council to appoint the Town Council President and Town Council Pro Tem for the 2025 Calendar Year for the Organization of Office.
Lisa Purvis, MMC – Town Clerk

Motion to retain and appoint Council Member Kenny Sims as Council President and Council Member Lee Pickett as Council Pro Tem.

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

ITEM-4 Town Council to appoint the Town Council Department Commissioners for the 2025 Calendar Year for the Organization of Departments.
Lisa Purvis, MMC – Town Clerk

Motion to retain and appoint each Council Member as follows:
Council President Sims as Street Department Commissioner
Council Pro Tem Pickett as Water & Sewer Department Commissioner
Councilman Wollitz as Fire Department Commissioner
Councilman Michaels as Parks & Recreation Department Commissioner
Councilman Hunter as Airpark Department Commissioner

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

REGULAR MEETING

ITEM-5 Additions/Deletions to Agenda

No additions to or deletions from the agenda.

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

Timothy Fisk refrains from speaking, believing the item pertained to Ordinance No. 2025-01.

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

ITEM-7 Town Council approval of the Capital Budget Expenditure for the repair to Manhole 53 in the amount of \$9,170.00.

Cory Hobbs – Interim Public Works Director

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-8 Town Council approval of the termination of Luke Headington within the probationary period in the Administrative Assistant Position.

Lisa Purvis, MMC – Town Clerk

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

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

Lisa Purvis, MMC – Town Clerk

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

ADDITIONAL COMMENTS

PUBLIC

Timothy Fisk, of 27146 West First Avenue, Hilliard, mentions submitting public records requests in recent meetings but has not received any response. He more specifically states that he requested records of a verbal exchange between the Mayor and the Town Clerk, which occurred when they backed away from the microphone during the public meeting. He emphasizes that public meetings are not private and suggests recessing the meeting for private conversations. Fisk states he has also requested emails and text messages from all Town Council members and the Town Clerk's during meetings held between November and December from 6:30 p.m. to 9:30 p.m., noting he has yet to receive a response. He accuses the council of potentially violating the law and questions about who is truly governing the Town, Council members or others. He remarks on what he perceives as progress at the last meeting and offers to buy the Council Members new pants to wear to future meetings. Lastly, Fisk underscores the importance of adhering to the Sunshine Laws, asserting that meetings must remain open to the public. He requests to be invited to all future meetings and concludes by wishing everyone a Happy New Year.

Town Attorney Christian Waugh, provides an update on the status of public records requests. He confirms the requests have been received and explains that Mr. Fisk specifically requested records of oral communications. However, the Town does not maintain records of such communications and will provide this clarification to Mr. Fisk in writing. Regarding the second request, Waugh states that the Town is working on it, has identified responsive documents, and will also address this matter in writing. He notes that, in accordance with the Town's Public Records Policy, Mr. Fisk may be required to provide a deposit to obtain the requested records.

Mayor Beasley, adds that all Town meetings are publicly posted on the board outside the

Town Hall, and everyone is welcome to attend. He clarifies that the Town does not issue formal invitations to its meetings.

Harold “Skip” Frey, Planning & Zoning Board Member, 3728 West 7th Street, Hilliard, announces that the Planning & Zoning Board holds its meetings on the first Tuesday of each month. He expresses gratitude to Council President Sims for his service, stating it has been a pleasure working with him.

MAYOR & TOWN COUNCIL

Council President Sims, expresses gratitude to everyone for their attendance and support, both at the meeting and over the past 20 years. He states that serving the Town has been a pleasure, driven by his love for the community, and emphasizes that his efforts have always been fully dedicated to the Town's benefit. He acknowledges concerns about development in Hilliard, encouraging more residents to attend meetings to engage in the decision-making process. Sims also voices heartbreak over residents who grew up in Hilliard being unable to afford to live there, attributing the issue to high demand and low housing supply. He shares that he discussed this statewide housing crisis with Representative Dean Black, emphasizing that increasing the housing supply is the key solution.

Council Pro Tem Pickett, echoes Council President Sims' sentiments, expressing his love for the community and congratulating Council President Sims on his service. He clarifies that no Council Members benefit personally from development and notes that increased residential growth is necessary for attracting desired amenities, like new restaurants.

Councilman Wollitz, congratulates Council President Sims and acknowledges the challenges of balancing growth with preserving Hilliard’s small-town character. He highlights the need for improvements in medical and dental care, as well as transportation, for our aging seniors which require growth to achieve.

Councilman Michaels, congratulates Council President Sims, Council Pro Tem Pickett, and Councilman Wollitz on their re-elections. He shares updates from Parks & Recreation Director Gabe Whittenburg, who was unwell, noting that the adult basketball league currently has 80 participants. Reflecting on his own experience, Councilman Michaels remarks that change is inevitable and encouraged efforts to guide it positively for Hilliard's benefit.

Councilman Hunter, congratulates Council President Sims on 20 years of service and reiterated Councilman Michaels’ points about change. He stresses the importance of public engagement and encourages online commenters to attend meetings and actively contribute to decision-making.

Mayor Beasley, congratulates Council President Sims on his 20 years of service, highlighting their lifelong connection and expressing gratitude for his contributions to the Town. He also congratulates Council Pro Tem Pickett and Councilman Wollitz on their re-elections, hoping they, too, might reach 20 years of service. Addressing growth, Mayor Beasley notes that Jacksonville's expansion is approaching Hilliard and emphasizes the need for strategic management of this growth, including infrastructure, housing, and commercial development. He encourages public participation in meetings. He also shares details about the Christmas Golf Cart Parade held on December 28, 2024, noting its success and thanking attendees. He extends his appreciation to the Town Council, staff, and volunteers for their contributions to a prosperous year, particularly recognizing the Town Hall Office staff, Parks & Recreation Department and Alicia Head, Public Information Officer & Event Coordinator.

ADMINISTRATIVE STAFF**PRESENT:**

Town Clerk, Lisa Purvis
Interim Public Works Director, Cory Hobbs

ABSENT:

Parks & Recreation Director, Gabe Whittenburg

Interim Public Works Director Cory Hobbs, congratulates Council President Sims, Council Pro Tem Pickett, and Councilman Wollitz on their re-election. He also acknowledges and commends Council President Sims for his 20 years of dedicated service to the Town.

Town Clerk Lisa Purvis, highlights the service milestones of the Council members, noting that Council Pro Tem Pickett has served for 12 years and Councilman Wollitz for 9 years. She congratulates Council President Sims on his 20 years of service, mentioning that he is only the second person in the Town's history to receive this prestigious award. She extends her congratulations to Sims, Pickett, and Wollitz on their re-election and affirms the remarks made about the Town's growth, thanking everyone for attending.

TOWN ATTORNEY

Town Attorney Christian Waugh, provides an update, noting that he is collaborating with the Town Clerk to draft an ordinance related to the Town's State Revolving Fund Loan Application.

ADJOURNMENT

Motion to adjourn at 7:33 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

IMPORTANT REMITTANCE INFORMATION

Please include the AECOM invoice number when sending payment

INVOICE NUMBER: 2000972516
Invoice Date: 07-JAN-25
Invoice Due Date: 06-FEB-25
Amount Due: \$13,750.00 USD
Project Number: 60732153

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

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

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

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

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

Regards,

AECOM Cash Application Department
CashAppsRemittance@aecom.com

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

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

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



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

Federal Tax ID No. 95-2661922

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

Invoice Date: 07-JAN-25
Invoice Number: 2000972516

Agreement Number: 60732153
Agreement Description:

Payment Term: 30 DAYS

Please reference Invoice Number and Project Number with Remittance

Project Number : 60732153 **Project Name : 01J_Hilliard Airpark_Cultural Resources Support Services of Pea Farm Rd Relocation - SA 21**
Bill Through Date : 05-OCT-24 - 03-JAN-25
Bil Prange

Phase Lump Sum		Percent		Earned	Previous	Current
Project Number	Description	Fee	Complete			
60732153	Hilliard Airpark Cultural Resources Support Services	55,000.00	50.00%	27,500.00	13,750.00	13,750.00
Total Phase Lump Sum:						13,750.00
Project Total : 01J_Hilliard Airpark_Cultural Resources Support Services of Pea Farm Rd Relocation - SA 21						13,750.00

Invoice Summaries

Total Current Amount :	13,750.00
Retention Amount :	0.00
Pre-Tax Amount :	13,750.00
Tax Amount :	0.00
Total Invoice Amount :	13,750.00

Billing Summaries

Billing Summary	Current	Prior	Total	Total Fee	Percent Complete
Billings	13,750.00	13,750.00	27,500.00	55,000.00	50.00
Tax	0.00	0.00	0.00		
Billing Total :	13,750.00	13,750.00	27,500.00		

MITTAUER &
 ASSOCIATES, INC.
 580 Wells Rd
 Orange Park, FL 32073
 +19042780030



Invoice 25036

ITEM-11

BILL TO

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

DATE 01/09/2025	PLEASE PAY \$5,500.00	DUE DATE 01/29/2025
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M&A PROJECT NO.

9610-57-1

DESCRIPTION	AMOUNT
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SRF SEWER SYSTEM REHABILITATION, PLANNING PHASE
 DEP SRF AGREEMENT NO. WW45030
 TOWN OF HILLIARD, FLORIDA

Engineering services concerning the SRF Sewer System Rehabilitation, Planning Phase project for the Town of Hilliard including progress toward Item A. Administration Services during the period ending December 31, 2024.

- LUMP SUM CONTRACT AMOUNT: \$120,000.00
- Item A. Administration Services, \$11,000 (50% complete)
 - Item B.1 Engineering Design, \$31,000 (0% complete)
 - Item B.2. Project Bidding, \$3,000 (0% complete)
 - Item B.3. Construction Administration, \$15,000 (0% complete)
 - Item C. Facilities Plan, \$60,000 (0% complete)

AMOUNT PREVIOUSLY INVOICED: \$0.00

Amount Earned This Period	5,500.00
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Thank you for your business.

TOTAL DUE	\$5,500.00
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THANK YOU.