

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, Public Works Director
Gabe Whittenburg, Parks & Rec Director
Lee Anne Wollitz, Land Use Administrator
TOWN ATTORNEY
Christian Waugh

AGENDA

THURSDAY, JULY 02, 2026, 7:00 PM

NOTICE TO PUBLIC

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

PLEDGE OF CIVILITY

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

CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING

ITEM-1

Ordinance No 2026-01 – Vacating Public Right-of-Way or Alley Blocks 68, 69 & 71, Public Right-of-Way, Streets, and Alleys within and adjacent to "North Hilliard Terrace" and the "Map of Hilliard".

Mayor Beasley

Open Public Hearing
Call for Public Comments
Close Public Hearing on Ordinance No. 2026-01

TOWN COUNCIL ACTION

Town Council to consider adopting Ordinance No. 2026-01, on Second & Final Reading.

ITEM-2

Ordinance No 2026-02 – Amending the Town Charter to remove the residency requirement for the Town Clerk.

Mayor Beasley

Open Public Hearing
Call for Public Comments
Close Public Hearing on Ordinance No. 2026-02

TOWN COUNCIL ACTION

Town Council to consider adopting Ordinance No. 2026-02, on Second & Final Reading.

ITEM-3

Ordinance No 2026-03 – Amending the Town Charter to reflect the integration of a Town Manager.

Mayor Beasley

Open Public Hearing
Call for Public Comments
Close Public Hearing on Ordinance No. 2026-03

TOWN COUNCIL ACTION

Town Council to consider adopting Ordinance No. 2026-03, on Second & Final Reading.

ITEM-4

Ordinance No. 2026-04 – Establishing procedures for the review and approval of Certified Recovery Residences pursuant to section 397.487, Florida Statutes.

Mayor Beasley

Open Public Hearing
Call for Public Comments
Close Public Hearing on Ordinance No. 2026-04

TOWN COUNCIL ACTION

Town Council to consider adopting Ordinance No. 2026-04, on First Reading and Set Second Public Hearing & Final Reading for August 6, 2026.

REGULAR MEETING

ITEM-5 Additions/Deletions to Agenda

ITEM-6

Town Council Consideration of the Purchase and Sale Agreement Submitted by New Leaf Communities, LLC for the Purchase of the Mikkelsen Estate Property
Christian Waugh – Town Attorney

ITEM-7

Town Council Approval of Emergency Capital Expenditures in the Amount of \$36,885.00 for Emergency Repairs and Replacement of the Town Annex Building Roof.
Gabe Whittenburg – Parks & Recreation Director

ITEM-8

Town Council approval of Position Process for Myron Saunders transition from Introductory/Probationary status to Regular Full-Time Programs Coordinator.
Gabe Whittenburg – Parks & Recreation Director

ITEM-9 Town Council approval of Position Process for Shelby Turner transition from Introductory/Probationary status to Regular Full-Time Event Coordinator – Social Media Coordinator.
Gabe Whittenburg – Parks & Recreation Director

ITEM-10 Town Council approval of Capital Budget Expenditure of Sewer MH Lining/Repair at the cost of \$12,200.92 from Site Savvy Inc. a sole source vendor for repairing manhole numbers 33, 92, and 76A.
Cory Hobbs – Public Works Director

ITEM-11 Town Council approval of Capital Budget Expenditure of Well #2 rehab at Cost of \$8,400.00 from Partridge Well Drilling Co., Inc. a sole source vendor for breakdown, inspection, and recommendations.
Cory Hobbs – Public Works Director

ITEM-12 Town Council approval of CPH Consulting, LLC, Payable through June 15, 2026, Project Name: 8" Parallel Water Main Extension to FAA Facility in the amount of \$18,084.00.
CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$199,680

ITEM-13 Town Council approval of CPH Engineering, Payable through June 12, 2026, Project Name: MH 167 and MH 170 Repairs in the amount of \$720.00.
CAPITAL FUNDED PROJECT BUDGETED \$300,000; CPH ENGINEERING LUMPSUM CONTRACT \$18,400.00

ITEM-14 Town Council approval of PQH Group, Payable through June 15, 2026, Project Name: Hurricane Shelter / Community Center Project in the amount of \$3,200.00.
FDEM 100% GRANT FUNDED PROJECT \$5,890,200; PQH GROUP LUMP SUM CONTRACT \$572,000

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 fourth 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.

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.

2026 HOLIDAYS

TOWN HALL OFFICES CLOSED

- | | |
|----------------------------------|------------------------------|
| 1. Martin Luther King, Jr. Day | Monday, January 19, 2026 |
| 2. Memorial Day | Monday, May 25, 2026 |
| 3. Independence Day | Friday, July 3, 2026 |
| 4. Labor Day | Monday, September 7, 2026 |
| 5. Veterans Day | Wednesday, November 11, 2026 |
| 6. Thanksgiving Day | Thursday, November 26, 2026 |
| 7. Friday after Thanksgiving Day | Friday, November 28, 2026 |
| 8. Christmas Eve | Thursday, December 24, 2026 |
| 9. Christmas Day | Friday, December 25, 2026 |
| 10. New Year's Eve | Thursday, December 31, 2026 |
| 11. New Year's Day | Friday, January 1, 2027 |



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Public Hearing & Regular Meeting Meeting Date: July 2, 2026

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

SUBJECT: Town Council to consider Ordinance No. 2026-01, an ordinance relating to Public Right-of-Way or Alley; making findings; vacating Blocks 68, 69, and 71 of Public Right-of-Way, Streets, and Alleys within and adjacent to "North Hilliard Terrace" and the "Map of Hilliard"; within the Town of Hilliard, Florida; authorizing recording of a certified copy of this ordinance; providing for severability; and providing for an effective date. Adopting on Second & Final Reading.

BACKGROUND:

See attached documents.

FINANCIAL IMPACT:

All financial expenses to be covered by applicant.

RECOMMENDATION:

Town Council adoption of Ordinance No. 2026-01, on Second & Final Reading.

ORDINANCE NO. 2026-01

AN ORDINANCE RELATING TO PUBLIC RIGHT-OF-WAY OR ALLEY; MAKING FINDINGS; VACATING BLOCKS 68, 69, AND 71 OF PUBLIC RIGHT-OF-WAY, STREETS, AND ALLEYS WITHIN AND ADJACENT TO "NORTH HILLIARD TERRACE" AND THE "MAP OF HILLIARD"; WITHIN THE TOWN OF HILLIARD, FLORIDA; AUTHORIZING RECORDING OF A CERTIFIED COPY OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council passed Ordinance No. 2023-01 to enact a process for the Vacation of Public Right-of-Ways within the Town Limits,

WHEREAS, through the process set forth in Ordinance 2023-01, the town has received an application for the vacation of public rights-of-way, streets, and alleys within the Town Limits of Hilliard, Florida, as described in Exhibit A, including parcels within blocks 68, 69, 71 of North Hilliard Terrace as recorded in plat book 0, page 22; and

WHEREAS, the Town Council finds that it will further the public health, safety, and welfare of the citizens of the Town of Hilliard for there to be said public right-of-way or alley to be vacated, abandoned, discontinued and closed; and

WHEREAS, the Town Council finds that the citizens of the Town of Hilliard have not used the right-of-way or alley and currently do not use the right-of-way or alley; and

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

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

SECTION 2. The Town Council hereby discontinues, abandons, closes, vacates, and cancels that certain existing public right-of-way as more specifically and graphically described in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3. The Town Clerk is authorized and directed to forward a certified copy of this Ordinance to the Clerk of the Court for recordation.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction such portion shall not affect the validity of the remaining portion of this Ordinance.

SECTION 6. This Ordinance shall become effective upon its passage.

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

Kenneth A. Sims
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

Town Council First Reading: June 4, 2026
Town Council Publication: June 17, 2026
Town Council Public Hearing: July 2, 2026
Town Council Final Reading: July 2, 2026

Exhibit A**PROPOSED ROAD CLOSURE LEGAL DESCRIPTIONS:**

THE LOCATION OF THESE LEGAL DESCRIPTIONS WILL BE IN OR DIRECTLY ADJACENT TO "NORTH HILLIARD TERRACE" A RE-PLAT OF BLOCKS 68, 69, AND 71 OF RECORDED IN PLAT BOOK 0, PAGE 22

BLOCK 71**PARCEL 1:**

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 2 THROUGH 5 AND LOTS 6 THROUGH 9, ALL IN BLOCK 71, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 2:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 26 THROUGH 41 AND LOTS 10 THROUGH 25, ALL IN BLOCK 71, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 3:

ALL OF THE 50 FOOT WIDE UN-NAMED RIGHT-OF-WAY BEING IN BETWEEN LOT 1 AND LOTS 2 THROUGH 5, ALL IN BLOCK 71, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 4:

ALL OF THE 50 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS MAGNOLIA STREET, IN BLOCK 71, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

8TH STREET BETWEEN BLOCK 71 AND BLOCK 69**PARCEL 5:**

ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS 8TH STREET, IN BETWEEN BLOCK 71, AND BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

BLOCK 69
PARCEL 6:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 2 THROUGH 5 AND LOTS 6 THROUGH 9, ALL IN BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 7:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 26 THROUGH 41 AND LOTS 10 THROUGH 25, ALL IN BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 8:

ALL OF THE 50 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS 8TH PLACE, IN BETWEEN LOT 1 AND LOTS 2 THROUGH 5, ALL IN BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 9:

ALL OF THE 50 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS MAGNOLIA STREET, IN BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

NEW OAK STREET BETWEEN BLOCK 69 AND BLOCK 68

PARCEL 10:

ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS NEW OAK STREET (SHOWN AS OAK STREET ON SAID PLAT), IN BETWEEN BLOCK 68, AND BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

BLOCK 68

PARCEL 11:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 26 THROUGH 41 AND LOTS 10 THROUGH 25, ALL IN BLOCK 68, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

THE SOUTH HALF OF WEST 9TH STREET AND WEST HALF OF CITRUS STREET

PARCEL 12:

A PORTION OF THE SOUTH HALF OF WEST NINTH STREET (ALSO KNOWN AS 9TH STREET, HAVING A 60 FOOT RIGHT-OF-WAY), AS SHOWN IN "MAP OF HILLIARD" A PLAT RECORDED IN PLAT BOOK 1, PAGE 28, NASSAU COUNTY FLORIDA PUBLIC RECORDS; AND THE WEST HALF OF CITRUS STREET (HAVING A 50 FOOT RIGHT-OF-WAY), AS SHOWN IN "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA, PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGIN AT THE MOST WESTERLY CORNER OF BLOCK 69, AS SHOWN IN BOTH PLATS, ALSO BEING THE NORTHWEST CORNER OF LOT 26, BLOCK 69 AS SHOWN IN "NORTH HILLIARD TERRACE" BEING A FOUND $\frac{1}{2}$ " REBAR NO CAP; THENCE NORTH $27^{\circ}18'52''$ EAST ALONG THE NORTHWEST LINE OF BLOCKS 69, AND 68 A DISTANCE OF 740.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST NINTH STREET, WITH THE WESTERLY RIGHT-OF-WAY LINE OF CITRUS STREET, BEING A FOUND $\frac{5}{8}$ " REBAR NO CAP; THENCE SOUTH $62^{\circ}30'40''$ EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF CITRUS STREET A DISTANCE OF 420.00 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CITRUS STREET, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF WEST EIGHTH STREET (ALSO KNOWN AS 8TH STREET, HAVING A 60 FOOT RIGHT-OF-WAY); THENCE NORTH $27^{\circ}18'52''$ EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WEST EIGHTH STREET A DISTANCE OF 25.00 FEET; TO THE INTERSECTION OF THE CENTER-LINE OF CITRUS STREET, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF WEST EIGHTH STREET; THENCE NORTH $62^{\circ}30'40''$ WEST ALONG THE CENTER-LINE OF CITRUS STREET A DISTANCE OF 450.00 FEET TO THE INTERSECTION OF THE CENTER-LINE OF CITRUS STREET, WITH THE CENTER-LINE OF WEST NINTH STREET; THENCE SOUTH $27^{\circ}18'52''$ WEST ALONG THE CENTER-LINE OF WEST

NINTH STREET A DISTANCE OF 765.00 FEET TO A POINT; THENCE SOUTH $62^{\circ}30'40''$
EAST, 30.00 FEET TO THE **POINT OF BEGINNING.**



TOWN OF HILLIARD
 VACATE RIGHT-OF-WAY FINAL APPLICATION
 15859 W CR 108 Hilliard, FL 32046
 Phone: 904-845-3555 | cs@townofhilliard.com

For Staff Only	ITEM-1
File # <u>20260417.1</u>	
Application Fee: \$ <u>37,300.00</u>	
Payment Processed By: <u>aw 4/17/26</u>	

Final Application to Close, Abandon, or Vacate Street, Alley, Easement, or Right of Way

Portions of West Ninth Street (aka 9th Street), Citrus Street, New Oak Street (aka Oak Street), 8th Place, Magnolia Street, West Eight Street (aka 8th Street), and certain unnamed streets and alleyway parcels as depicted and further described on the attached survey.

A. PROPOSED CLOSING, ABANDONING, OR VACATON

- a. Street, Alley, Right of Way Name to be closed, vacated, or abandoned: _____
- b. Legal Description: See attached.
 08-3N-24-2400-0069-0010; 08-3N-24-2400-0068-0100
- c. Parcel ID Number(s) and/or Adjoining Parcel ID Number(s): 08-3N-24-2400-0071-0010
- d. Acreage of closure, abandonment, or vacation: _____

B. APPLICANT

- a. Applicant's Status: Owner (title holder) Agent
- b. Name of Applicant(s) or Contact Person(s): Courtney P. Gaver Title: Attorney
 Company (if applicable): Rogers Towers, P.A.
 Mailing address: 1301 Riverplace Blvd., Suite 1500
 City: Jacksonville State: FL ZIP: 32207
 Telephone: (904) 398-3911 E-mail: cgaver@rtlaw.com

c. If the applicant is agent for the property owner*

Name of Owner (titleholder): Dayspring Property Services LLC
 Mailing address: PO Box 1080
 City: Hilliard State: FL ZIP: 32046
 Telephone: () _____ E-mail: _____

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

ROGERS TOWERS
ATTORNEYS AT LAW

Courtney P. Gaver

904.473.1388
CGaver@rtlaw.com

1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207

904.824.0879 Main
904.396.0663 Fax
www.rtlaw.com

April 17, 2026

VIA E-MAIL

Town of Hilliard
Attn: Lee Anne Wollitz, Land Use Administrator
15859 County Road 108
Hilliard, Florida 32046
lwollitz@townofhilliard.com

RE: Final Application for Vacation of Portions of West Ninth Street (aka 9th Street), Citrus Street, New Oak Street (aka Oak Street), 8th Place, Magnolia Street, West Eight Street (aka 8th Street), and certain unnamed streets and alleyway

Dear Ms. Wollitz:

As you know, our firm represents Dayspring Property Services, LLC ("Dayspring"). Dayspring previously submitted a Pre-Application to Close, Abandon, or Vacate Street, Alley, Easement, or Right of Way for the purpose of vacating the above-referenced streets owned by the Town of Hilliard. The Town Council approved the Pre-Application to proceed to final application on December 18, 2025.

Enclosed please find the Final Application to Close, Abandon, or Vacate Street, Alley, Easement, or Right of Way (the "Application"). Mr. Adkins will hand-deliver the application fee in the amount of \$37,300.00.

If you have any questions, please do not hesitate to contact me. As always, we look forward to working with you on this application.

Sincerely,

ROGERS TOWERS, P.A



Courtney P. Gaver

Enclosure
cc: Doug Adkins



TOWN OF HILLIARD
VACATE RIGHT-OF-WAY FINAL APPLICATION
15859 W CR 108 Hilliard, FL 32046
Phone: 904-845-3555 | cs@townofhilliard.com

C. ATTACHMENTS (One hard copy or one copy in PDF format)

- a. Legal description
- b. Location Map clearly identifying the location of the proposed closure. (nassaufpla.com)
- c. Survey of Property to be Vacated.
- d. Appraisal of Property to be Vacated.

D. FEES

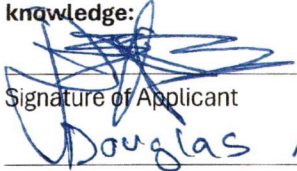
- a. Right of Way (streets or alley or easements) - \$200 pre application fee & final application fee TBD
- b. The Cost of advertisement and outside consultants are in addition to the application fee

No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any fees for advertising, signs, necessary technical review or additional reviews of the application by a consultant will be billed to the applicant at the rate of the reviewing entity plus 10%. The invoice shall be paid in full prior to any action of any kind on the development application.

All attachments are required for a complete application. A completeness review of the application will be conducted within thirty (30) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

The Town reserves the right to retain a utility easement where the alley or roadway is located and grant the Town all necessary rights in such utility easement as it may require.

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


 Signature of Applicant
 Douglas Adkins

 Signature of Co-applicant

Typed or printed name and title of applicant

Typed or printed name of co-applicant

Courtney P. Gaver

Date

Date

State of Florida

County of _____

The foregoing application is acknowledged before me this _____ day of _____, 2026, by _____

Courtney P. Gaver, who is/are personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL

Signature of Notary Public, State of _____

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 Dayspring Property Services LLC
(Print Name of Property Owner)

hereby authorize Rogers Towers, P.A. (Courtney P. Gaver)
(Print Name of Agent)

to represent me/us in processing an application for any and all applications (vacation of roadways, zoning,
comprehensive plan amendments, concurrency and the like)
(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)

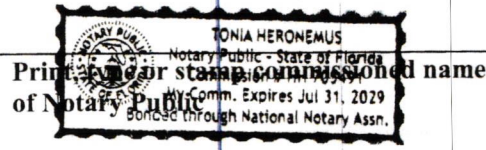
Douglas Adkins
(Print Name of Owner)

(Print Name of Owner)

State of Florida
} ss
Nassau County

Sworn to and subscribed before me on this 8 day of Sept., 2025,
by Douglas D. Adkins, Manager
(Name of Person Making Statement)

Tonia Heronemus
Signature of Notary Public
State of Florida



My Commission Expires: _____

Individual making statement is personally known or _____ produced identification.

Type of identification produced: _____



TOWN OF HILLIARD
VACATE RIGHT-OF-WAY FINAL APPLICATION
15859 W CR 108 Hilliard, FL 32046
Phone: 904-845-3555 | cs@townofhilliard.com

Abutting Property Owner Acknowledgement

Date: _____
Name: (Abutting Owner) Mary Lou Humphrey
Address: P.O. Box 363
Hilliard, FL 32046

RE: NOTICE TO ABUTTING OWNER OF
REQUEST TO CLOSE Citrus Street
Parcel #08-3N-24-0000-0068-0010

Dear Mr/Ms Mary Lou Humphrey(Abutting Owner)

The Town of Hilliard is processing a request to close a right-of-way commonly known as Citrus St. abutting your property. I am seeking your written approval of this closure request so I may provide confirmation to the Town.

If the closure is approved, a portion of the closed right-of-way adjacent to your property may become your private property. This may result in an increase in your property taxes as to be determined by the Property Appraiser's Office after the closure is complete. The area I'm seeking to close is delineated on a map attached for your reference. If you agree/approve the closure request, please sign the acknowledgement and approval of the closure request below and return to me through my attorney, Courtney, Gaver, at cgaver@rtlaw.com.

If you wish to speak with someone from the Town of Hilliard concerning this closure request, you may call the Land Use Administrator, Ms. Lee Anne Wollitz at 904-675-6171 or lwollitz@townofhilliard.com.

Your prompt response is greatly appreciated.

I ACKNOWLEDGE RECEIPT OF THE ABOVE LETTER AND AGREE TO THE REQUEST FOR CLOSURE OF THE RIGHT OF WAY DESCRIBED HEREIN:

Mary Lou Humphrey
Abutting Owner Signature

MARY Lou Humphrey
Abutting Owner Print

02/12/26
Date



TOWN OF HILLIARD
VACATE RIGHT-OF-WAY FINAL APPLICATION
15859 W CR 108 Hilliard, FL 32046
Phone: 904-845-3555 | cs@townofhilliard.com

Abutting Property Owner Acknowledgement

Date: _____
Name: (Abutting Owner) Ronald R. Humphrey
Address: 37125 W 8TH ST
Hilliard, FL 32046

RE: NOTICE TO ABUTTING OWNER OF
REQUEST TO CLOSE Citrus Street
Parcel #08-3N-24-0000-0068-0020

Dear Mr/Ms Ronald Humphrey(Abutting Owner)

The Town of Hilliard is processing a request to close a right-of-way commonly known as Citrus St. abutting your property. I am seeking your written approval of this closure request so I may provide confirmation to the Town.

If the closure is approved, a portion of the closed right-of-way adjacent to your property may become your private property. This may result in an increase in your property taxes as to be determined by the Property Appraiser's Office after the closure is complete. The area I'm seeking to close is delineated on a map attached for your reference. If you agree/approve the closure request, please sign the acknowledgement and approval of the closure request below and return to me through my attorney, Courtney, Gaver, at cgaver@rtlaw.com.

If you wish to speak with someone from the Town of Hilliard concerning this closure request, you may call the Land Use Administrator, Ms. Lee Anne Wollitz at 904-675-6171 or lwollitz@townofhilliard.com.

Your prompt response is greatly appreciated.

I ACKNOWLEDGE RECEIPT OF THE ABOVE LETTER AND AGREE TO THE REQUEST FOR CLOSURE OF THE RIGHT OF WAY DESCRIBED HEREIN:

Ronald R. Humphrey
Abutting Owner Signature

RONALD R. HUMPHREY
Abutting Owner Print

2/13/2026
Date



TOWN OF HILLIARD
VACATE RIGHT-OF-WAY FINAL APPLICATION
15859 W CR 108 Hilliard, FL 32046
Phone: 904-845-3555 | cs@townofhilliard.com

Abutting Property Owner Acknowledgement

Date: _____

Name: (Abutting Owner) Jason Christopher Lathrop

Address: 451672 State Road 200
Callahan, Florida 32011

RE: NOTICE TO ABUTTING OWNER OF
REQUEST TO CLOSE West Ninth Street (AKA 9th Street)
Parcel #08-3N-24-0000-0001-0000

Dear Mr/Ms Jason C. Lathrop (Abutting Owner)

The Town of Hilliard is processing a request to close a right-of-way commonly known as West Ninth St. abutting your property. I am seeking your written approval of this closure request so I may provide confirmation to the Town.

If the closure is approved, a portion of the closed right-of-way adjacent to your property may become your private property. This may result in an increase in your property taxes as to be determined by the Property Appraiser's Office after the closure is complete. The area I'm seeking to close is delineated on a map attached for your reference. If you agree/approve the closure request, please sign the acknowledgement and approval of the closure request below and return to me through my attorney, Courtney, Gaver, at cgaver@rtlaw.com.

If you wish to speak with someone from the Town of Hilliard concerning this closure request, you may call the Land Use Administrator, Ms. Lee Anne Wollitz at 904-675-6171 or lwollitz@townofhilliard.com.

Your prompt response is greatly appreciated.

I ACKNOWLEDGE RECEIPT OF THE ABOVE LETTER AND AGREE TO THE REQUEST FOR CLOSURE OF THE RIGHT OF WAY DESCRIBED HEREIN:

Abutting Owner Signature

Abutting Owner Print

Date

PROPOSED ROAD CLOSURE LEGAL DESCRIPTIONS:

THE LOCATION OF THESE LEGAL DESCRIPTIONS WILL BE IN OR DIRECTLY ADJACENT TO "NORTH HILLIARD TERRACE" A RE-PLAT OF BLOCKS 68, 69, AND 71 OF RECORDED IN PLAT BOOK 0, PAGE 22

BLOCK 71

PARCEL 1:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 2 THROUGH 5 AND LOTS 6 THROUGH 9, ALL IN BLOCK 71, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 2:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 26 THROUGH 41 AND LOTS 10 THROUGH 25, ALL IN BLOCK 71, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 3:

ALL OF THE 50 FOOT WIDE UN-NAMED RIGHT-OF-WAY BEING IN BETWEEN LOT 1 AND LOTS 2 THROUGH 5, ALL IN BLOCK 71, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 4:

ALL OF THE 50 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS MAGNOLIA STREET, IN BLOCK 71, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

8TH STREET BETWEEN BLOCK 71 AND BLOCK 69

PARCEL 5:

ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS 8TH STREET, IN BETWEEN BLOCK 71, AND BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

BLOCK 69
PARCEL 6:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 2 THROUGH 5 AND LOTS 6 THROUGH 9, ALL IN BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 7:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 26 THROUGH 41 AND LOTS 10 THROUGH 25, ALL IN BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 8:

ALL OF THE 50 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS 8TH PLACE, IN BETWEEN LOT 1 AND LOTS 2 THROUGH 5, ALL IN BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 9:

ALL OF THE 50 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS MAGNOLIA STREET, IN BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

NEW OAK STREET BETWEEN BLOCK 69 AND BLOCK 68

PARCEL 10:

ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS NEW OAK STREET (SHOWN AS OAK STREET ON SAID PLAT), IN BETWEEN BLOCK 68, AND BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

BLOCK 68

PARCEL 11:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 26 THROUGH 41 AND LOTS 10 THROUGH 25, ALL IN BLOCK 68, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

THE SOUTH HALF OF WEST 9TH STREET AND WEST HALF OF CITRUS STREET

PARCEL 12:

A PORTION OF THE SOUTH HALF OF WEST NINTH STREET (ALSO KNOWN AS 9TH STREET, HAVING A 60 FOOT RIGHT-OF-WAY), AS SHOWN IN "MAP OF HILLIARD" A PLAT RECORDED IN PLAT BOOK 1, PAGE 28, NASSAU COUNTY FLORIDA PUBLIC RECORDS; AND THE WEST HALF OF CITRUS STREET (HAVING A 50 FOOT RIGHT-OF-WAY), AS SHOWN IN "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA, PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGIN AT THE MOST WESTERLY CORNER OF BLOCK 69, AS SHOWN IN BOTH PLATS, ALSO BEING THE NORTHWEST CORNER OF LOT 26, BLOCK 69 AS SHOWN IN "NORTH HILLIARD TERRACE" BEING A FOUND $\frac{1}{2}$ " REBAR NO CAP; THENCE NORTH $27^{\circ}18'52''$ EAST ALONG THE NORTHWEST LINE OF BLOCKS 69, AND 68 A DISTANCE OF 740.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST NINTH STREET, WITH THE WESTERLY RIGHT-OF-WAY LINE OF CITRUS STREET, BEING A FOUND $\frac{5}{8}$ " REBAR NO CAP; THENCE SOUTH $62^{\circ}30'40''$ EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF CITRUS STREET A DISTANCE OF 420.00 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CITRUS STREET, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF WEST EIGHTH STREET (ALSO KNOWN AS 8TH STREET, HAVING A 60 FOOT RIGHT-OF-WAY); THENCE NORTH $27^{\circ}18'52''$ EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WEST EIGHTH STREET A DISTANCE OF 25.00 FEET; TO THE INTERSECTION OF THE CENTER-LINE OF CITRUS STREET, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF WEST EIGHTH STREET; THENCE NORTH $62^{\circ}30'40''$ WEST ALONG THE CENTER-LINE OF CITRUS STREET A DISTANCE OF 450.00 FEET TO THE INTERSECTION OF THE CENTER-LINE OF CITRUS STREET, WITH THE CENTER-LINE OF WEST NINTH STREET; THENCE SOUTH $27^{\circ}18'52''$ WEST ALONG THE CENTER-LINE OF WEST

NINTH STREET A DISTANCE OF 765.00 FEET TO A POINT; THENCE SOUTH 62°30'40"
EAST, 30.00 FEET TO THE **POINT OF BEGINNING.**



Hotaling Moody & Associates

1300 Riverplace Boulevard, Suite 640
 Jacksonville, Florida 32207
 904-516-8900

APPRAISAL REPORT



Twelve Right-of-Way Sites
 Multiple Locations in the Northwestern Quadrant of
 Oxford Street and West Seventh Street
 Hilliard, Florida 32046

Prepared For: Doug Atkins
 Dayspring Property Services, LLC
 PO Box 1088
 Hilliard, Florida 32046



March 17, 2026

Doug Atkins
Dayspring Property Services, LLC
PO Box 1088
Hilliard, Florida 32046

RE: Appraisal of Twelve Right-of-Way Sites Located in the Northwestern Quadrant of Oxford Street and West Seventh Street, Hilliard, Florida 32046
Appraisal Number: 2026-0019

Dear Mr. Atkins:

As requested, the following is an *appraisal report* of the above-referenced property. The subject property is specifically described by both narrative and legal descriptions contained within the attached *appraisal report*. Furthermore, the report describes the subject, the market area environment, and surrounding influences, including historical market conditions, and the methods of approach to the valuation problem. It contains data gathered and analyzed in arriving at our conclusion of market value.

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the uniform standards of professional appraisal practice (USPAP) of the Appraiser Foundation; the code of professional ethics and standards of professional appraisal practice of the Appraiser Institute; and the requirements of our client as we understand them.

Based on the appraisal presented in the following report and subject to the assumptions and limiting conditions and definition of market value as set forth herein, our opinions of market value are as follows:

Appraisal Premise	Interest Appraised	Date of Value	Opinion of Value
Right-Of-Way Parcel 1	Fee Simple	March 11, 2026	\$220
Right-Of-Way Parcel 2	Fee Simple	March 11, 2026	\$840
Right-Of-Way Parcel 3	Fee Simple	March 11, 2026	\$1,100
Right-Of-Way Parcel 4	Fee Simple	March 11, 2026	\$4,200
Right-Of-Way Parcel 5	Fee Simple	March 11, 2026	\$5,040
Right-Of-Way Parcel 6	Fee Simple	March 11, 2026	\$220
Right-Of-Way Parcel 7	Fee Simple	March 11, 2026	\$840
Right-Of-Way Parcel 8	Fee Simple	March 11, 2026	\$1,100
Right-Of-Way Parcel 9	Fee Simple	March 11, 2026	\$4,200
Right-Of-Way Parcel 10	Fee Simple	March 11, 2026	\$5,040
Right-Of-Way Parcel 11	Fee Simple	March 11, 2026	\$840
Right-Of-Way Parcel 12	Fee Simple	March 11, 2026	\$13,690
Aggregate:			\$37,330
Rounded:			\$37,300

The value above is subject to definitions, assumptions and limiting conditions set forth in the accompanying report of which this summary is part. No party other than the client and intended user may use or rely on the information, opinions and conclusions contained in the report. It is assumed that the user of the report has read the entire report.



Extraordinary Assumptions & Hypothetical Conditions

The value conclusion reported in this letter and the attached report is subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is an assignment specific assumption as of the effective date regarding uncertain information used in the analysis which, if found to be false, could alter the appraiser's opinions of conclusions.

1. None.

The value conclusion reported in this letter and the attached report is based on the following hypothetical conditions that may affect assignment results. A Hypothetical Condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraisers to exist on the effective date of the assignment results, but is used for purpose of the analysis.

1. None

If you have questions or comments, please contact the undersigned. Thank you for the opportunity to provide appraisal services.

Respectfully submitted,

Hotaling Moody & Associates, LLC

A handwritten signature in blue ink that reads "Michael Hotaling".

Michael Hotaling, MAI
President/Owner
State-Certified General
Real Estate Appraiser RZ3226

A handwritten signature in blue ink that reads "Brian A. Hall".

Brian A. Hall
Vice President - Commercial
State-Certified General
Real Estate Appraiser RZ3163



Table of Contents

Executive Summary 1

General Overview..... 3

 Identification of Real Estate 3

 Legal Description 3

 Property Owner 3

 Sales History 3

 Pending Transactions 3

 Subject Leases 3

 Purpose of Appraisal 3

 Scope of Work..... 3

 Appraisal Report Type 4

 Client 4

 Intended Use & Users 4

 Appraisal Requirements 4

 Inspection 4

 Date of the Report 5

 Market Value Definition 5

 Property Interest Appraised 5

 Prior Services 6

Assessment and Taxes 6

Land Use and Zoning 7

 Zoning Map 7

 Land Use Map 7

 Land Use/Zoning Requirements 8

Site Description 9

 Location Map 9

 Aerial Tax Map 9

 Boundary Survey 1

 Physical Characteristics 1

 FEMA Data 1

 Environmental Hazards 2

 Easements/Encroachments/Restrictions 2

 Conclusion of Site Utility 2

 Subject Photographs **Error! Bookmark not defined.**



Surrounding Area Analysis.....	3
Location	3
Access and Linkages	3
Surrounding Land Uses	4
Surrounding Area Demographics	4
Outlook and Conclusion.....	6
Highest And Best Use.....	7
Highest and Best Use “As Vacant”	8
Most Probable Buyer/User	8
Valuation Methodology & Definitions	9
Sales Comparison Approach	10
Analysis of Land Sales	16
Land Sales Adjustment Grid	18
Conclusions of Sales Comparison Approach	19
Exposure Time	20
Marketing Time	20
Assumptions & Limiting Conditions	21
Certification – Michael Hotaling, MAI	24
Certification – Brian A. Hall.....	26
Addendum.....	28
Legal Descriptions	29
Qualifications of Michael Hotaling, MAI, ASA.....	31
Qualifications of Brian A. Hall	33



EXECUTIVE SUMMARY

Subject	Twelve Right-Of-Way Sites
Address	Sixth Street Hilliard, Florida 32046
Property Type	Twelve Right-Of-Way Sites
Property Interest Appraised	Fee Simple Interest
Owner of Record	Town of Hilliard
Tax ID Number	The subject's twelve sites are public Right-Of-Ways and have no tax identification numbers.
Land Sizes	
Parcel 1:	0.025 Acres; 1,100 SF
Parcel 2:	0.096 Acres; 4,200 SF
Parcel 3:	0.126 Acres; 5,500 SF
Parcel 4:	0.482 Acres; 21,000 SF
Parcel 5:	0.579 Acres; 25,200 SF
Parcel 6:	0.025 Acres; 1,100 SF
Parcel 7:	0.096 Acres; 4,200 SF
Parcel 8:	0.126 Acres; 5,500 SF
Parcel 9:	0.482 Acres; 21,000 SF
Parcel 10:	0.579 Acres; 25,200 SF
Parcel 11:	0.096 Acres; 4,200 SF
Parcel 12:	<u>1.571 Acres; 68,452 SF</u>
Aggregate	4.285 Acres; 186,652 SF
Zoning Designation	R-3 (Moderate Density Residential District)
Highest & Best Use - "As Vacant"	Considering the legally permissible, physically possible, financially feasible, and maximally productive uses, the highest and best use of the subject is to assemble the subject sites with the adjacent properties for either single-family or multi-family such as a senior living facility.
Exposure Time	6-12 Months
Marketing Period	6-12 Months
Date of Report	March 17, 2026



Value Conclusions

Appraisal Premise	Interest Appraised	Date of Value	Opinion of Value
Right-Of-Way Parcel 1	Fee Simple	March 11, 2026	\$220
Right-Of-Way Parcel 2	Fee Simple	March 11, 2026	\$840
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Right-Of-Way Parcel 12	Fee Simple	March 11, 2026	\$13,690
Aggregate:			\$37,330
Rounded:			\$37,300

The value above is subject to definitions, assumptions and limiting conditions set forth in the accompanying report of which this summary is part. No party other than the client and intended user may use or rely on the information, opinions and conclusions contained in the report. It is assumed that the user of the report has read the entire report.

Extraordinary Assumptions & Hypothetical Conditions

The value conclusion reported in this letter and the attached report is subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is an assignment specific assumption as of the effective date regarding uncertain information used in the analysis which, if found to be false, could alter the appraiser's opinions of conclusions.

1. None.

The value conclusion reported in this letter and the attached report is based on the following hypothetical conditions that may affect assignment results. A Hypothetical Condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraisers to exist on the effective date of the assignment results, but is used for purpose of the analysis.

1. None



GENERAL OVERVIEW

IDENTIFICATION OF REAL ESTATE

The subject of this assignment is twelve undeveloped right-of-way sites in which the client is attempting to have them vacated and acquired for the future development of a senior living facility within the municipal boundaries of the Town of Hilliard, in western Nassau County, Florida. As of the effective date of this assignment, no tax identification numbers have been assigned.

LEGAL DESCRIPTION

The subject's legal descriptions, which were taken directly from a survey provided by the client and created by Glass Land Surveying, LLC (job #25-128), are lengthy and have been included in the addendum of this appraisal report.

PROPERTY OWNER

According to our client, the current owner of the subject properties is the Town of Hilliard.

SALES HISTORY

No tax identification number has been assigned to the subject of this assignment. Therefore, it has no recorded ownership history. To the best of our research, no transfers of ownership occurred within the previous three years of the effective date of this report.

PENDING TRANSACTIONS

To the best of our knowledge, the subject properties are not currently under contract or listed for sale. A cursory search of LoopNet.com & CoStar™ revealed no listings.

It is noted that the purpose of this appraisal is to aid the client with decision-making regarding a potential acquisition of the subject properties.

SUBJECT LEASES

The subject properties had no leases as of the effective date of this assignment.

PURPOSE OF APPRAISAL

The purpose of the appraisal is to estimate the fair value of each of the existing twelve right-of-way sites.

Since the subjects of this assignment are rights-of-way, they have no tax identification numbers or zoning designations as of the effective date of this assignment.

SCOPE OF WORK

The scope of work includes all steps taken in the development of the *appraisal*. These include:

1. The extent to which the subject property is identified,
2. The extent to which the subject property is inspected,
3. The type and extent of data researched, and
4. The type and extent of analysis applied, and the type of *appraisal* prepared. These items are discussed as follows:

In preparing this *appraisal* of the subject property, the appraisers:

- Gathered factual data on the subject property (zoning, land use, taxes, etc.).



- Inspected the subject property.
 - Our inspection was limited to visual observation of the subject property on the date of inspection.
- Used sources such as the Nassau County Property Appraiser's Office website, CoStar website, FEMA website, the Town of Hilliard website, etc., to identify subject info such as the address, site size, aerial map, tax map, flood map, etc.
- The size of the subject land was taken directly from a survey provided by our client.
- Considered the highest and best use of the subject property.
- Researched recent comparable land sales located within the subject's general market area or similar areas of Nassau County.
- Analyzed comparable market data, comparing them to the subject (when possible).
- Prepared the Sales Comparison Approach to develop our opinion of market value for the subject.
- Prepared this *Appraisal report*, which presents the significant data gathered during our investigation for this assignment, in addition to the analysis and conclusions reached as a result of the appraisal process.

In developing our opinion of market value, consideration was given to the subject's zoning, surrounding improvements, and development potential under the Nassau County Comprehensive Plan and the Town of Hilliard. We also considered its location related to commercial and residential growth within the subject's market area. Additional information obtained while completing this appraisal assignment is retained in the appraisal file and incorporated herein by reference.

APPRAISAL REPORT TYPE

This is an Appraisal Report described by the Uniform Standards of Professional Appraisal Practice (USPAP) under Standards Rule 2-2(a).

CLIENT

The client of this assignment is Doug Atkins of Dayspring Property Services, LLC

INTENDED USE & USERS

The intended use of this appraisal report is to establish fair market values to assist the client in closing (acquiring) the subject properties, which are right-of-way sites reserved for future development of a senior living facility.

APPRAISAL REQUIREMENTS

This appraisal and report are intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP); and
- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

INSPECTION

Brian A. Hall inspected the subject property on March 11, 2026. The inspection included a visual observation of site conditions, including access, visible easements or encroachments, site layout and utility, and on and off-site improvements affecting the property.

Michael Hotaling, MAI, ASA also inspected the subject.



DATE OF THE REPORT

The date of the report is March 17, 2026, which is the date the report is completed and transmitted to the client.

MARKET VALUE DEFINITION¹

The purpose of this appraisal is to develop an opinion of the market value of the subject property. "Market Value," as used in this appraisal, is defined as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) Buyer and seller are typically motivated.
- 2) Both parties are well informed or well advised, and each is acting in what they consider their own best interests;
- 3) A reasonable time is allowed for exposure in the open market.
- 4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

PROPERTY INTEREST APPRAISED

Two common ownership interests in real property are the fee simple and the leased fee interest.

- The fee simple interest is "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."²
- The leased fee interest is "The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires."³

The property rights being appraised in this assignment are the rights of the subject's Fee Simple Interest.

¹ Department of the Treasury, Office of the Comptroller of the Currency, Board of Governors of the Federal Reserve System, Federal Deposit Insurance Corporation, Office of Thrift Supervision and National Credit Union Administration under 12 CFR Part 34, Real Estate Appraisals and Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA"); and the Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010

² The Dictionary of Real Estate Appraisal, 7th Edition (Chicago: Appraisal Institute, 2022), p. 73.

³ The Dictionary of Real Estate Appraisal, 7th Edition (Chicago: Appraisal Institute, 2022), p. 105.



PRIOR SERVICES

USPAP requires appraisers to disclose to the client any other services they provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services.

- We performed no services, as appraisers or in any other capacity, regarding the subject property of this report within the three years immediately preceding acceptance of this assignment.

ASSESSMENT AND TAXES

The subject of this assignment is a right-of-way site designated for future Sixth Street development. No tax identification number has been assigned by the Nassau County Property Appraiser. Therefore, it has no history of real estate tax assessments.

Below is a summary of Assessed Value & Ad-Valorem Taxes of comparable properties (land) in the subject’s immediate area:

Comp	2025 Assessed		Assessed Value PSF	Millage Rate	Ad Valorem		Non AV Tax PSF	Early Payment Discount	RE Taxes PSF
	Value	Size			Taxes	RE Taxes PSF			
1	\$20,700	94,090 SF	\$0.22	16.6430	\$291.64	\$0.003	\$0.000	4%	\$0.003
2	\$27,205	152,460 SF	\$0.18	16.6430	\$358.41	\$0.003	\$0.000	4%	\$0.003
3	\$83,790	87,991 SF	\$0.95	16.6430	\$1,183.67	\$0.013	\$0.000	4%	\$0.013

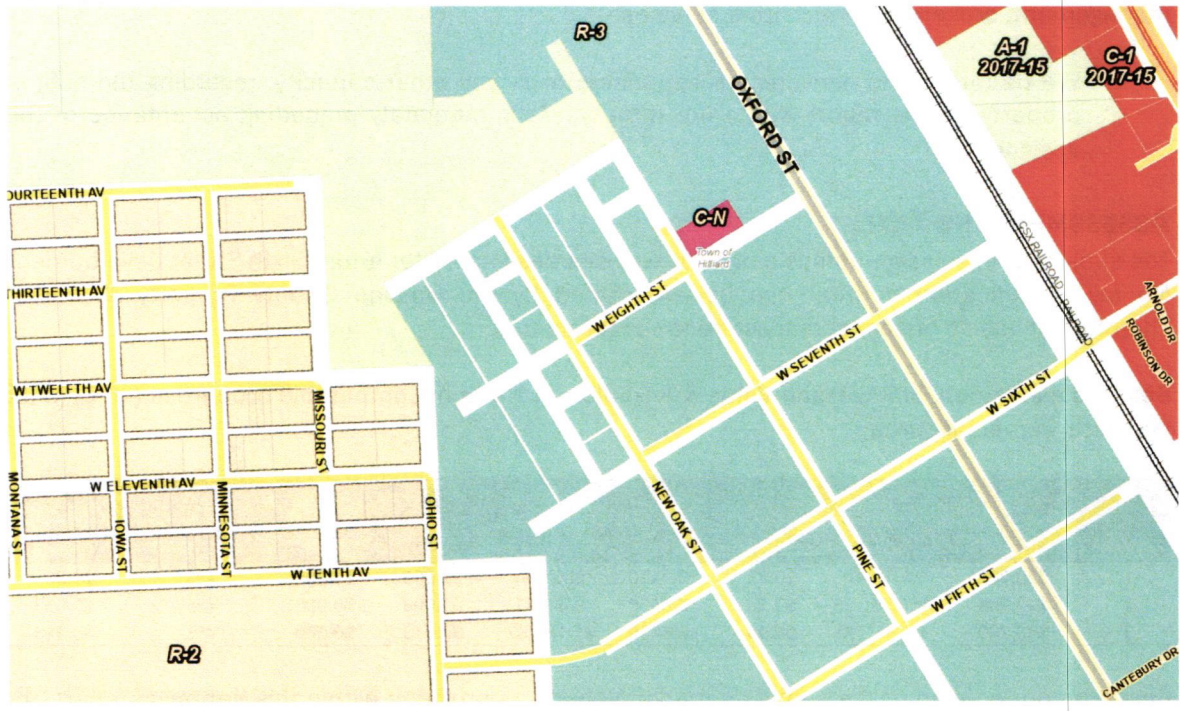
Based on our opinion of the subject’s market values, as provided within this appraisal report, the following table details our projection of the subject’s taxes if the subject were sold and a tax identification number were assigned.

	Closing		Projected Assessment	Est. Millage Rate	Projected RE Taxes	Non-Ad Valorem Taxes	Early Pmt Disc. %	Projected Tax Burden
	Market Value Conclusion	Cost Deduction						
Parcel 1:	\$300	15.0%	\$255	16.6430	\$4.24	\$0.00	4%	\$4.07
Parcel 2:	\$1,100	15.0%	\$935	16.6430	\$15.56	\$0.00	4%	\$14.94
Parcel 3:	\$1,400	15.0%	\$1,190	16.6430	\$19.81	\$0.00	4%	\$19.01
Parcel 4:	\$5,300	15.0%	\$4,505	16.6430	\$74.98	\$0.00	4%	\$71.98
Parcel 5:	\$6,300	15.0%	\$5,355	16.6430	\$89.12	\$0.00	4%	\$85.56
Parcel 6:	\$300	15.0%	\$255	16.6430	\$4.24	\$0.00	4%	\$4.07
Parcel 7:	\$1,100	15.0%	\$935	16.6430	\$15.56	\$0.00	4%	\$14.94
Parcel 8:	\$1,400	15.0%	\$1,190	16.6430	\$19.81	\$0.00	4%	\$19.01
Parcel 9:	\$5,300	15.0%	\$4,505	16.6430	\$74.98	\$0.00	4%	\$71.98
Parcel 10:	\$6,300	15.0%	\$5,355	16.6430	\$89.12	\$0.00	4%	\$85.56
Parcel 11:	\$1,100	15.0%	\$935	16.6430	\$15.56	\$0.00	4%	\$14.94
Parcel 12:	\$17,100	15.0%	\$14,535	16.6430	\$241.91	\$0.00	4%	\$232.23
Aggregate	\$47,000		\$39,950		\$664.89	\$0.00		\$638.29

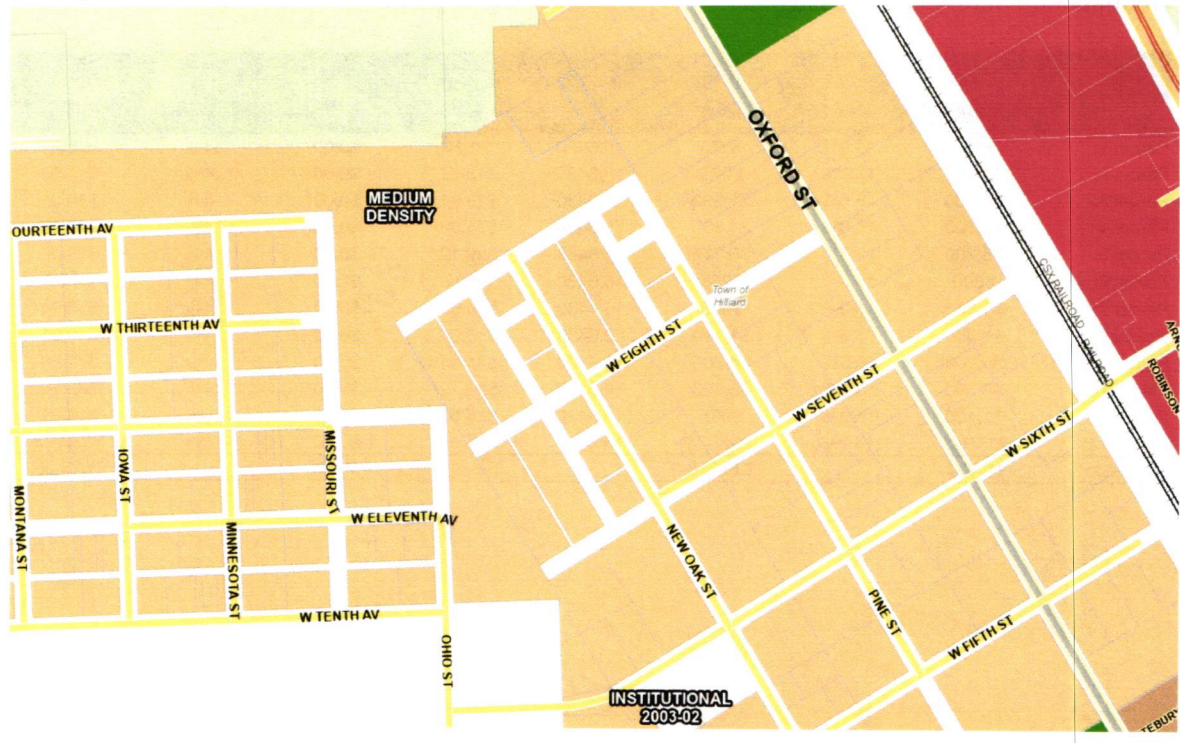


LAND USE AND ZONING

ZONING MAP



LAND USE MAP





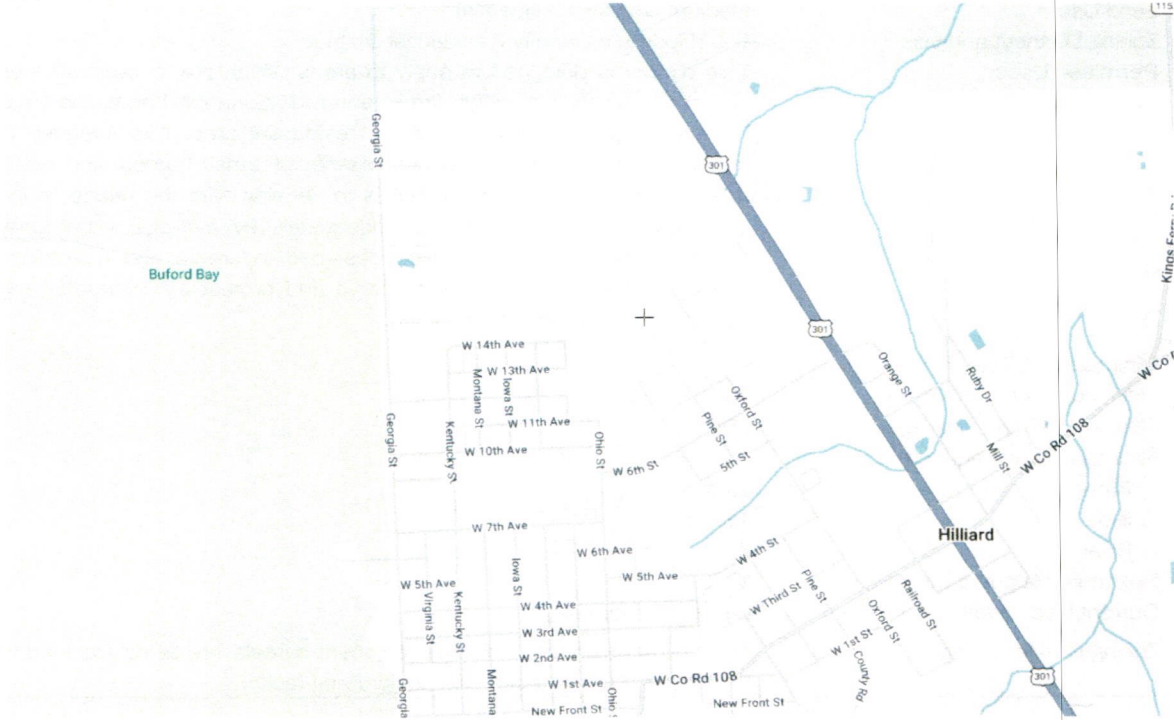
LAND USE/ZONING REQUIREMENTS

Zoning Jurisdiction	Town of Hilliard
Land Use	Medium Density Residential
Zoning District/Land Use	R-3 (Moderate Density Residential District)
Permitted Uses	This district is designed to apply to areas which are to be developed with a combination of single-family and multiple-family homes on small lots as is appropriate in a multiple residential area. It is intended to create and maintain a residential district of small homes and rental dwelling units at an intensity that is in keeping with the needs of the community and can be served adequately by available community services and facilities. It is also designed to create and maintain a multiple-family housing stock to serve and protect the character and stability of the district and the town.
Minimum Lot Requirements	
Minimum Lot Width/Area	70 ft. / 7,000 SF
Maximum Site Coverage	35%
Minimum Yard Requirements	
Front	25 ft
Side	12.5 ft.
Rear	30 ft.
Maximum Height of Structures	30 ft.
Current Use Legally Conforming	Legally Conforming
Zoning Change Likely	The subject along with multiple adjacent parcels are being rezoned to PUD for a 105-bed residential senior living facility.



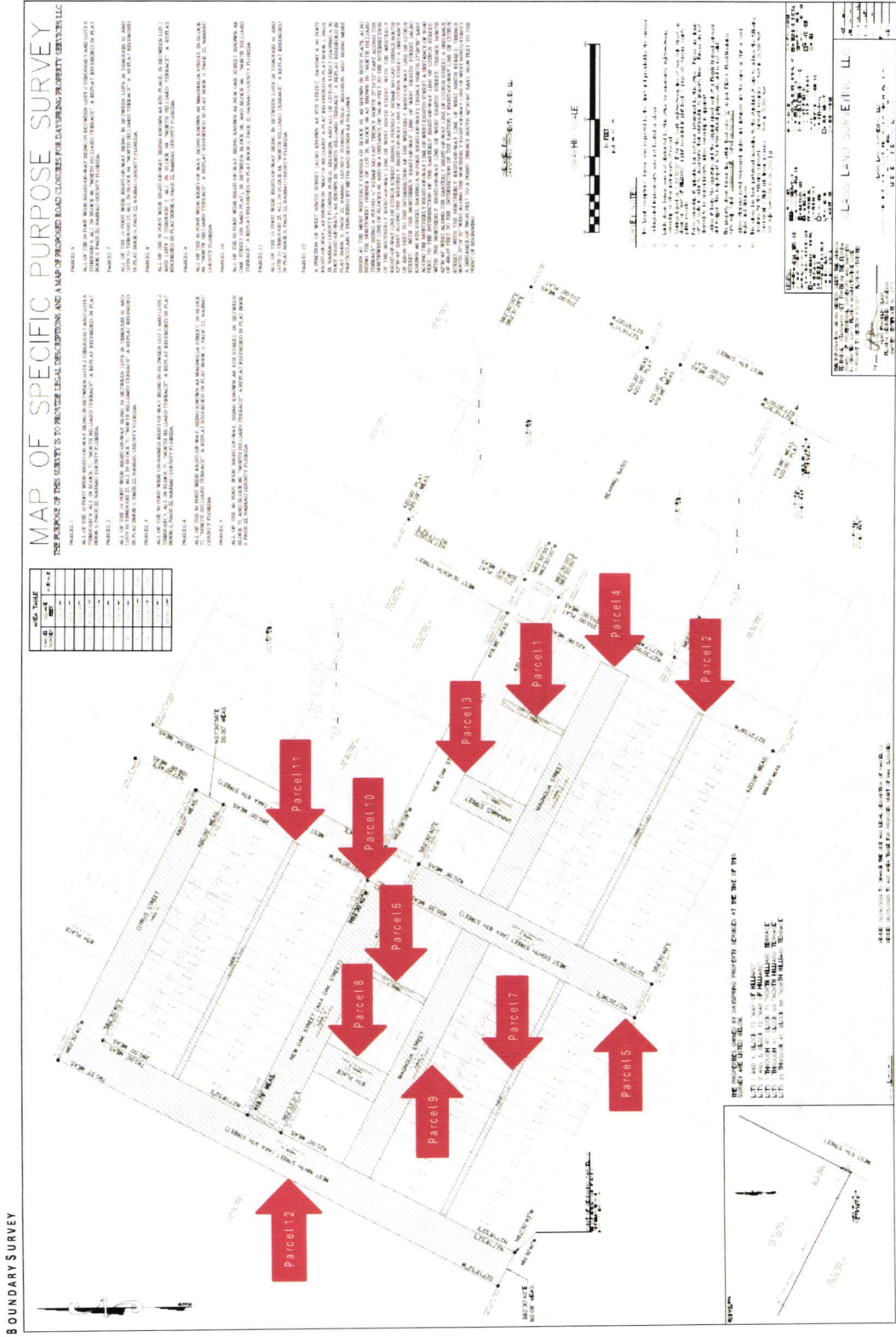
SITE DESCRIPTION

LOCATION MAP



AERIAL TAX MAP







PHYSICAL CHARACTERISTICS

Location	Unpaved rights-of-way along portions of West Eight Street, West Ninth Street, 8th Place, Magnolia Street, New Oak Street (AKA Oak Street), Citrus Street, and other alleys and unnamed streets. These are all located west of Oxford Street and north of West Seventh Street within the Town of Hilliard.
Land Sizes	
Parcel 1:	0.025 Acres; 1,100 SF
Parcel 2:	0.096 Acres; 4,200 SF
Parcel 3:	0.126 Acres; 5,500 SF
Parcel 4:	0.482 Acres; 21,000 SF
Parcel 5:	0.579 Acres; 25,200 SF
Parcel 6:	0.025 Acres; 1,100 SF
Parcel 7:	0.096 Acres; 4,200 SF
Parcel 8:	0.126 Acres; 5,500 SF
Parcel 9:	0.482 Acres; 21,000 SF
Parcel 10:	0.579 Acres; 25,200 SF
Parcel 11:	0.096 Acres; 4,200 SF
Parcel 12:	<u>1.571 Acres; 68,452 SF</u>
Aggregate	4.285 Acres; 186,652 SF
Shape	Parcels 1-11 are rectangular. Parcel 12 is "L" shaped.
Topography	Generally level and at road grade

FEMA DATA





FEMA Map Number	12089C0135F
FEMA Map Date	12/17/2010
Flood Zone Designation	Zone X
Flood Zone	The subject property is under Flood Zone X, which is an area determined to be outside the 0.2% annual chance floodplain. Federal law does not require flood insurance in these zones.

ENVIRONMENTAL HAZARDS

A copy of a current environmental/hazardous materials study was not provided for this assignment. Our value opinion was made under the assumption that the subject has no environmental conditions that would cause a loss in value.

EASEMENTS/ENCROACHMENTS/RESTRICTIONS

According to the documents our client provided, all twelve of the subject sites are public rights-of-way. It is assumed that there are no other adverse easements or encroachments that would negatively impact the marketability or value of the subject property.

CONCLUSION OF SITE UTILITY

Overall, the subject site's physical characteristics and the availability of utilities result in minimal development possibilities. However, our research indicates that the subject sites are being acquired to assemble adjacent parcels for the development of a senior living facility.



SURROUNDING AREA ANALYSIS

LOCATION

The subject is located at the eastern terminus of Sixth Street just east of US Highway 1 (aka US Hwy 301) within the Town of Hilliard, Florida. The boundaries of the subject neighborhood are construed as follows:

- North Hallman Road
- South Henry Smith Road
- East Eastwood Road
- West Power Line Road

ACCESS AND LINKAGES

Primary access to the area is provided by Interstate 95, US Highway 301 (US-1), and County Road 308. The following summarizes area roadways:

North/South Routes:

- U.S. Highway 301 – a four-lane US highway extending through Nassau County running from the Sarasota-Bradenton-Venice metropolitan area through the central northern region of Florida.
- Eastwood Road - a two-lane local roadway that extends north from US Highway 301 and terminates at County Road 108.
- County Road 121A (South Middle Road) – a two-lane local roadway that extends south from Kolars Ferry Road, intersects with County Road 108, and terminates at Musslewhite Road.

East/West Routes:

- Kolars Ferry Road – a two-lane roadway that extends east from US Highway 301 and terminates at County Road 121A (Middle Road).
- County Road 108/115 – a two-lane highway that extends west from US Highway 17, intersecting with US Highway 301 through the heart of Hilliard, and terminating at County Road 121.
- Henry Smith Road – a two-lane local roadway extending east from Power Line Road, just west of Hilliard and terminates at US Highway 301.
- River Road (County Road 108) – a two-lane local roadway extending west from US Highway 301 in Callahan and terminates at State Highway 108.

The subject is located just south of the Hilliard Community Cemetery within the northern section of the Town of Hilliard.



SURROUNDING LAND USES

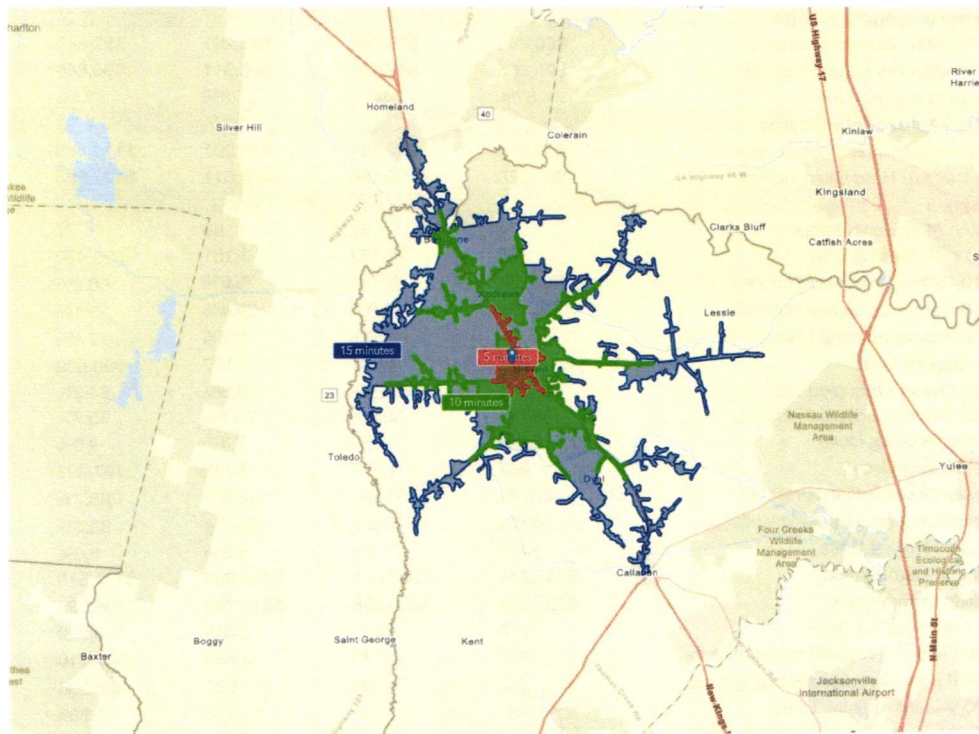
Land uses immediately surrounding the subject are predominantly vacant and improved agricultural land, rural single-family homesites improved with varying single-family structures from single wide mobile homes to larger custom-built residential homes. Several commercial properties are located within the immediate market area including the Hilliard Airpark, Nassau County Fire Rescue Station 40 – Hilliard, Nassau County Road & Bridges, a county government office, Kingdom Hall of Jehovah's Witnesses, Wayne Bishop Construction, Inc., and FAA Jacksonville Air Route Traffic Control Center.

The subject is immediately northwest of Hilliard Airpark, which was established in 1969. The current facility features a 3,365-foot lighted grass runway and is home to 24 hangars and a modern FBO building with a pilot lounge, flight planning center, conference room, kitchen, and multiple bathrooms.

Supporting commercial retail land uses are located mainly along US Highway 301 (US-1) west of Eastwood Road and the area includes Spinners Pizza & Pasta, Dollar General, Hagan Ace Hardware, Seldomridge Body Shop & Wrecker, NAPA Auto Parts, Southern Shine Car Wash, Steamboat Lilly's, and Hilliard Meats. Hilliard itself is a smaller rural town with single-family residential neighborhoods with home prices ranging from \$100,000 to \$700,000.

SURROUNDING AREA DEMOGRAPHICS

The following map shows the 5-, 10-, and 15-minute drive times from the subject property. A snapshot of the surrounding area demographics, including population, households, and income data, is displayed in the table on the following page.





Executive Summary

New Oak St, Hilliard, Florida, 32046

Prepared by
Esri

Radius: 5-, 10-, and 15-Minute Drive Time Radius

	5 Min	10 Min	15 Min	Jacksonville MSA	Florida
Population					
2010 Population	1,769	3,898	7,764	1,345,596	18,801,310
2020 Population	1,672	3,889	7,697	1,605,848	21,538,187
2025 Population	1,664	3,911	7,847	1,764,628	23,027,836
2030 Population	1,743	4,104	8,333	1,893,653	24,297,976
2010-2020 Annual Rate	-0.56%	-0.02%	-0.09%	1.78%	1.4%
2020-2025 Annual Rate	-0.09%	0.11%	0.37%	1.81%	1.3%
2025-2030 Annual Rate	0.93%	0.97%	1.21%	1.42%	1.1%
Population 25+ Educational Attainment					
High School Graduate	31.4%	32.8%	36.7%	21.2%	22.7%
Associate Degree	8.1%	8.2%	9.2%	11.0%	11.1%
Bachelor's Degree	12.5%	11.0%	9.0%	25.0%	22.5%
Graduate/Professional Degree	2.7%	3.1%	4.4%	13.3%	13.5%
Households					
2010 Total Households	629	1,412	2,844	524,146	7,420,802
2020 Total Households	608	1,417	2,862	628,344	8,529,067
2025 Total Households	615	1,452	3,015	699,626	9,263,074
2030 Total Households	659	1,558	3,276	756,340	9,873,376
2010-2020 Annual Rate	-0.34%	0.04%	0.06%	1.83%	1.40%
2020-2025 Annual Rate	0.22%	0.47%	1.00%	2.07%	1.58%
2025-2030 Annual Rate	1.39%	1.42%	1.67%	1.57%	1.28%
2025 Average Household Size	2.57	2.63	2.57	2.47	2.43
Wealth Index	56	70	78	101	102
Median Household Income					
2025 Median Household Income	\$60,745	\$75,768	\$75,261	\$82,649	\$78,205
2030 Median Household Income	\$75,955	\$87,670	\$86,311	\$96,880	\$89,997
2025-2030 Annual Rate	4.57%	2.96%	2.78%	3.23%	2.85%
Average Household Income					
2025 Average Household Income	\$79,954	\$92,381	\$75,261	\$113,866	\$111,382
2030 Average Household Income	\$92,078	\$105,466	\$86,311	\$127,893	\$124,572
Housing					
Housing Affordability Index	74	82	88	77	68
2010 Total Housing Units	680	1,562	3,151	598,490	8,989,580
2010 Owner Occupied Hus (%)	64.2%	72.0%	75.6%	66.9%	67.4%
2010 Renter Occupied Hus (%)	35.8%	28.0%	24.4%	33.1%	32.6%
2010 Vacant Housing Units (%)	7.5%	9.6%	9.7%	12.4%	17.5%
2020 Housing Units	663	1,561	3,127	690,609	9,865,350
2020 Owner Occupied HUs (%)	61.7%	69.7%	74.3%	64.3%	65.1%
2020 Renter Occupied HUs (%)	38.3%	30.4%	25.7%	35.7%	34.9%
Vacant Housing Units	8.0%	7.5%	7.8%	9.0%	13.5%
2025 Housing Units	667	1,577	3,239	767,323	10,635,372
Owner Occupied Housing Units	64.1%	71.8%	76.4%	66.7%	67.2%
Renter Occupied Housing Units	35.9%	28.2%	23.7%	33.3%	32.8%
Vacant Housing Units	7.8%	7.9%	6.9%	8.8%	12.9%
Average Home Value	\$342,214	\$389,025	\$355,983	\$471,510	\$500,395
Median Home Value	\$298,148	\$336,888	\$311,748	\$395,594	\$416,969
2030 Total Housing Units	710	1,685	3,489	828,229	11,296,285
2030 Owner Occupied Housing Units	447	1,172	2,596	517,610	6,813,223
2030 Renter Occupied Housing Units	212	386	681	238,730	3,060,153
2030 Vacant Housing Units	51	127	213	71,889	1,422,909

Data Note: Income is expressed in current dollars**Source:** This infographic contains data provided by U.S. Census (2010, 2020), Esri (2025, 2030), Esri-Data Axle (2025), Esri-U.S. BLS (2025, 2030).



The summarized data indicates population of the subject area is increasing at a slower rate as the Jacksonville MSA, and the State of Florida. Household income levels within the study area are also below the levels for the Jacksonville MSA and the State of Florida. The annual rate of change in housing units since 2020 is 1.00%. (15-minute radii) with an average home value at \$355,983, compared to an average home value of \$471,510 for the Jacksonville MSA and \$500,395 for the State of Florida. Overall, the subject area economy depends greatly on the economy of Jacksonville MSA.

OUTLOOK AND CONCLUSION

The subject property is located within the northern section of Town of Hilliard. Surrounding land uses are mostly residential with the addition of Hilliard Airpark and a couple government buildings including, the Nassau County Fire Rescue Station 40 – Hilliard, the Nassau County Road & Bridge office and the FAA Jacksonville Air Route Traffic Control Center. Hilliard Elementary and Hilliard Middle-Senior High School is also located within the immediate subject neighborhood.

The main commercial retail corridor through Hilliard is US Highway 301 (US-1). The subject market area is made up of predominately single-family residential with some scattered office and retail uses. The long-term projection for the subject market area will be stable-to-slightly increasing property values over the next 1 – 2 years, then returning to property appreciation consistent with historical levels. Also, there should be investment opportunities along the Highway 301 corridor as development moves northward from North Jacksonville.



HIGHEST AND BEST USE

Definition

The 7th Edition of *The Dictionary of Real Estate Appraisal*, (Chicago: Appraisal Institute, 2022), defines highest and best use as:

“The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.”

1. **Legal Permissibility:** “a property use that is either currently allowed or most probably allowable under zoning codes, building codes, environmental regulations, and other applicable laws and regulations that govern land use.”
2. **Physical Possibility:** “the parcel of land must be able to accommodate the construction of any building that would be a candidate for the ideal improvement.”
3. **Financial Feasibility:** “the capability of a physically possible and legal use of property to produce a positive return to the land after considering risk and all costs to create and maintain the use.”
4. **Maximally Productive Use:** “a specific land use must yield the highest value of all the physically possible, legally permissible, and financially feasible possible uses.”

These tests are performed sequentially, as it is irrelevant if a certain use is financially feasible when not physically possible or legally permissible. When identifying the highest and best use of an improved property these tests are performed first on the property under the hypothetical assumption it is vacant. If the highest and best use is to improve the property, then the ideal improvement is determined using these same four criteria. Then, the subject improvements are compared to the ideal improvement. A determination is then made on whether to maintain the existing improvement in its existing use or modify the improvement to conform more to the ideal.



HIGHEST AND BEST USE “AS VACANT”

LEGALLY PERMISSIBLE

The subject tracts represent 12 undeveloped sites within an area surrounding Moderate Density Residential District (R-3) zoned properties and a future land use of Medium Density Residential. This district is designed to apply to areas that are to be developed with a combination of single-family and multiple-family homes on small lots, as is appropriate in a multiple residential area. It is intended to create and maintain a residential district of small homes and rental dwelling units at an intensity that is in keeping with the needs of the community and can be served adequately by available community services and facilities. It is also designed to create and maintain a multiple-family housing stock to serve and protect the character and stability of the district and the town.

PHYSICALLY POSSIBLE

The physically possible uses for the subject are limited to the legally permissible uses that current zoning and land use of the site mandates. The subject sites range in size from 1,100 square feet to 68,452 square feet, with widths ranging from 10 feet to 60 feet. While any of the allowable uses could be physically possible, R-3 zoning requires a medium width of 70 feet. Therefore, the sites “as is” are not considered developable unless they are assembled with an adjoining property.

FINANCIALLY FEASIBLE

Financially feasible uses for the subject parcels are governed by legally permissible uses and physically possible uses for that site. The influence of the surrounding market area, considering commercial and residential uses, and the growth within the market area and its effect on the subject must be considered. The primary determinant of financial feasibility is whether a specific use is likely to produce a higher income level than the combined need to satisfy operating expenses, financial expenses, and capital amortization.

Because the physical characteristics of the subject sites, particularly the widths, restrict development under the current zoning, the only financially feasible use would be to assemble with an adjacent property.

MAXIMALLY PRODUCTIVE

Maximally productive uses are governed by the subject's legally permissible, physically possible, and financially feasible uses. Overall, the subject site's physical characteristics and the availability of utilities result in minimal development possibilities.

Considering the legally permissible, physically possible, financially feasible, and maximally productive uses, the highest and best use of the subject is to assemble the subject properties with the adjacent properties for either single-family or multi-family, such as a senior living facility.

MOST PROBABLE BUYER/USER

Considering the property's size and characteristics, the likely buyer of the subject would be adjacent property owners looking to assemble the subject properties with their adjacent properties for either single-family or multi-family use, such as a senior living facility.



VALUATION METHODOLOGY & DEFINITIONS

Three basic approaches may be applicable and utilized, then reconciled to arrive at an estimate of market value. A value approach is included or eliminated based on its applicability to the property type being valued and the information available. The reliability of each approach depends on the availability and comparability of market data and the motivation and thinking of purchasers. Applicable approaches and whether they were utilized are summarized below:

The Cost Approach is based upon the principle of substitution, which states a prudent purchaser would not pay more for a property than the amount required to purchase a similar site and construct similar improvements without undue delay, producing property of equal desirability and utility. This approach is particularly applicable when the appraised improvements are relatively new or proposed or when the improvements are so specialized that there is little or no sales data from comparable properties.

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of values for the subject. By process of correlation and analysis, a final indicated value is derived.

In the Income (Direct Capitalization) Approach, the property's income-producing capacity is estimated using contract rents on existing leases and by estimating market rent from the rental activity at competing properties for the vacant space. Deductions are then made for vacancy and collection loss, and operating expenses. The resulting net operating income is divided by an overall capitalization rate to derive an opinion of value for the subject property. The capitalization rate represents the relationship between net operating income and value.

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single market value estimate. Different properties require different means of analysis and lend themselves to one approach over the others.

The subject of this assignment is undeveloped land. The Sales Comparison Approach is considered the most relevant and reliable and was used exclusively in our estimate of market value. Neither the Income Approach nor the Cost Approach is applicable.



SALES COMPARISON APPROACH

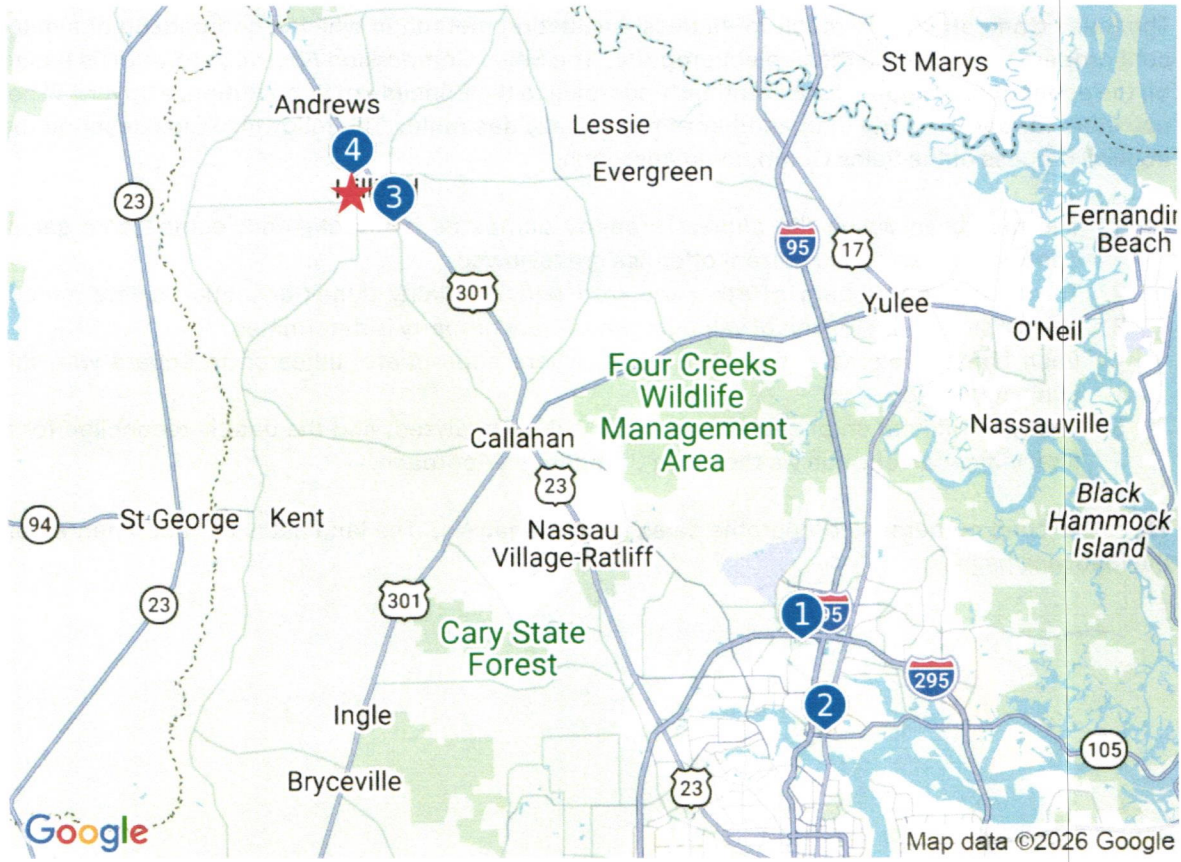
The Sales Comparison Approach to Value is a valuation method in which a comparison of similar sold properties is made to the subject property. The Sales Comparison Approach to value is based on the economic principle of substitution. According to the Principle of Substitution, a buyer will not pay more for one property than another that is equally desirable. The following steps describe the applied process of the Sales Comparison Approach.

1. The market in which the subject property competes is investigated; comparable sales, contracts for sale, and current offerings are reviewed.
2. The most pertinent data is further analyzed, and the quality of the transaction is determined.
3. The most meaningful unit of value for the subject property is determined.
4. Each comparable sale is analyzed and, where appropriate, adjusted to equate with the subject property.
5. The value indication of each comparable sale is analyzed, and the data is reconciled for a final indication of value via the Sales Comparison Approach.

We researched numerous comparable sales for this analysis. The land sales are documented on the following pages.



LAND SALES SUMMARY



No.	Description	Sale Date	Price	Size SF	\$/SF	Zoning
1	Harts Road Jacksonville, FL	1/12/23	\$5,000	43,996	\$0.11	RR-Acre
2	Zoo Parkway Jacksonville, FL	3/8/24	\$1,000	6,309	\$0.16	CCG-2
3	Henry Smity Road Hilliard, FL	11/4/24	\$20,000	42,253	\$0.47	M-1
4	New Oak Road Hilliard, FL	6/12/25	\$238,000	176,404	\$1.35	R-3



Harts Road

Comparable 1

Sale Information

Buyer	JEA	
Seller	Wellsen Limited, Inc.	
Sale Date	1/12/2023	
Transaction Status	Closed	
Sale Price	\$5,000	\$0.11 /SF Land
Recording Number	20752/98	
Rights Transferred	Fee Simple	
Financing	Cash to sellers	
Conditions of Sale	Arm's-length	



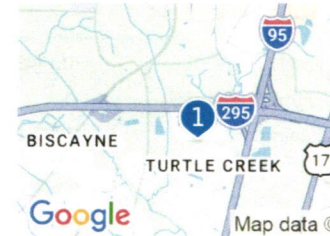
Property

Land Area	1.01 Acres (43,996 SF)
Number of Parcels	1
Zoning	RR-Acres
Shape	Irregular
Topography	Level
Utilities	Public
Frontage	151' Harts Road

Harts Road
Jacksonville, FL 32218

County
Duval

APN
019701-2000



Confirmation

Name	Brian F. Dawes
Company	Closing Attorney
Phone Number	904-633-9679

Remarks

This is an undeveloped land parcel encumbered by utilities (JEA) right-of-way. Overall, the site is undevelopable.



Zoo Pkwy

Comparable 2

Sale Information

Buyer	San Marco Investment, Inc.	
Seller	Jacksonville Transportation Authority (JTA)	
Sale Date	3/8/2024	
Transaction Status	Closed	
Sale Price	\$1,000	\$0.16 /SF Land
Recording Number	21003/1034	
Rights Transferred	Fee Simple	
Financing	Cash to Seller	
Conditions of Sale	Arm's length	



Property

Land Area	0.1448 Acres (6,309 SF)
Number of Parcels	1
Zoning	CCG-2

Zoo Pkwy
Jacksonville, FL 32218

County
Duval

APN
108799-0000 (Part of)



Confirmation

Name	Appraisal report
------	------------------

Remarks

This site is located at the northeast corner of Heckscher Drive and Parker Avenue. The site at the time of sale is encumbered by a right-of-way easement as part of the existing ditch. The grantee is the owner of Parcel Number 108799-0000 adjacent to this site. This site remains as a ditch. The sale price (\$1,000) was based on an appraisal done before the closing. The grantee purchased the easement to extend the buffer from the road.



Vacant Land

Comparable 3

Sale Information

Buyer	Cynthia Charlie and John Matthew Key	
Seller	Lane Fuqua Curington	
Sale Date	11/4/2024	
Transaction Status	Closed	
Sale Price	\$20,000	\$0.47 /SF Land
Recording Number	2752 / 210	
Rights Transferred	Fee Simple	
Financing	Cash to seller	
Conditions of Sale	Arm's-length	
Marketing Time	483 days	

Property

Land Area	0.97 Acres (42,253 SF)
Number of Parcels	1
Zoning	M-1
Shape	Irregular
Topography	Generally Level
Easements	Ingress/Egress easement along the west side of the parcel



Henry Smith Rd
Hilliard, FL 32046

County
Nassau

APN
16-3N-24-2320-0012-0010



Confirmation

Name	Jennie Griffin
Company	Iron Valley Real Estate
Phone Number	(904) 849-
Date	3/11/2026

Remarks

This represents the sale of a 0.97-acre parcel of land located in Hilliard, Florida. The property has an easement that runs along the west side of the site, giving ingress/egress to the adjacent residence to the south.



Vacant Residential Land

Comparable 4

Sale Information

Buyer	Dayspring Property Services, LLC	
Seller	Estate of Delores Ann McNair Bolden	
Sale Date	6/12/2025	
Transaction Status	Closed	
Sale Price	\$238,000	\$1.35 /SF Land
Recording Number	2794 / 678	
Rights Transferred	Fee Simple	
Financing	Cash to seller	
Conditions of Sale	Arm's-length	
Marketing Time	39 days	



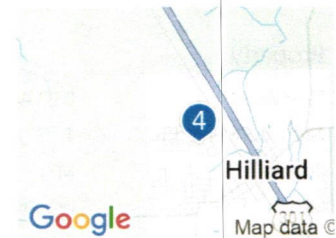
Property

Land Area	4.0497 Acres (176,404 SF)
Number of Parcels	2
Zoning	R-3
Shape	Generally Rectangular
Topography	Generally Level

New Oak St
Hilliard, FL 32046

County
Nassau

APN
08-3N-24-2380-0073-0010,
08-3N-24-2380-0072-0020



Confirmation

Name	Frances Littleton
Company	Watson Realty
Phone Number	(904) 868-2547
Date	3/16/2026

Remarks

This represents the sale of two adjacent land parcels located along New Oak Street in Hilliard, Florida. The parcels were purchased by Dayspring Village, which is acquiring parcels in the area to develop a senior living facility.



ANALYSIS OF LAND SALES

The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of the two.

- Quantitative adjustments are often developed as dollar or percentage amounts and are most credible when there is enough data to perform a paired sales or statistical analysis.
- Qualitative adjustments are based on qualitative judgment rather than empirical data when there is not sufficient data to develop a sound quantified estimate within a reasonable degree of confidence.

For this analysis, we used both quantitative and qualitative adjustments. Qualitative adjustments are based on a scale calibrated in 5% increments, with a minor adjustment considered to be 5% and increasing upward with a more perceived difference between a comparable property and the subject. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative inferiority; if the comparable is inferior, its price is adjusted upward. The transactional elements of comparison are:

PROPERTY RIGHTS

This adjustment is generally applied to reflect the transfer of property rights different from those being appraised, such as differences between properties ground-leased at market rent and those sold fee simple.

An adjustment to this is not considered necessary due to all property rights being equal to the subject. No adjustment is warranted.

FINANCING

This adjustment is generally applied to a property that transfers with atypical financing, such as having assumed an existing mortgage at a favorable interest rate. Conversely, a property may be encumbered with an above-market mortgage that has no prepayment clause or a very costly prepayment clause. Such atypical financing often plays a role in the negotiated sale price.

No atypical financing was reported. No adjustments are warranted for financing terms.

CONDITIONS OF SALE

This adjustment category reflects the extraordinary motivations of the buyer or seller to complete the sale. Examples include a purchase for an assemblage involving anticipated incremental value, or a quick sale for cash. This adjustment category may also reflect a distress-related sale or a corporation recording at a non-market price.

The sales were all reportedly arm's length and did not require adjustment.

MARKET CONDITIONS

Real estate values normally change over time. The rate of change fluctuates due to investors' perceptions of prevailing market conditions. This adjustment category reflects value changes, if any, which occurred between the date of the sale and the effective date of the appraisal.



Market conditions within the subject's market and submarket have remained relatively stable. Therefore, no time adjustments were warranted.

Market Condition adjustments are applied after the previous adjustments but before any of the following adjustments.

LOCATION/ACCESS/EXPOSURE

Property location affects its value. This adjustment category considers general market area influences and a property's accessibility and visibility from a main thoroughfare. Differing rent levels or land values are typically good indications that a location adjustment is required. In determining location adjustments, we considered the demographics surrounding the sale site and access to the subject site. Although based on data, the location adjustments applied are somewhat qualitative.

Sales 1 and 2 represent the sales of parcels fully encumbered by an easement. Typically, locational adjustments are not warranted for these types of sales. Sales 3 is only partially encumbered by an easement and is still considered developable. As it is located off a paved road, a downward adjustment was warranted. Sale 4 is located along an unpaved right-of-way and did not warrant an adjustment.

PHYSICAL CHARACTERISTICS

The subject sites are public rights-of-way properties with limited to no development potential. Comparable 2 is utilized as a ditch and is considered to be inferior when compared to the subject. Therefore, an upward adjustment was warranted. Comparable 3 is only partially encumbered by an easement, which is superior to the subject. Sale 4 has no easement encumbrances. Downward adjustments were made accordingly.

ECONOMIES OF SCALE

Based on economies of scale, all sales were adjusted at the rate of 5% per acre of difference in usable land area when compared to the subject. Larger sites are adjusted upward, and smaller sites are adjusted downward.

ZONING

The subject sites represent undeveloped site properties surrounding Residential (R-3) zoned land and future land use of Medium Density Residential. Sale 1 as inferior residential zoning warranted an upward adjustment. Sales 2 and 3 have superior commercial zoning and warranted downward adjustments. Sale 4 has similar zoning; therefore, no adjustment was warranted.



LAND SALES ADJUSTMENT GRID

	Subject	Land Sale 1	Land Sale 2	Land Sale 3	Land Sale 4
Sale Site		Harts Road	Zoo Parkway	Henry Smith Road	New Oak Road
Date of Value & Sale	3/11/26	1/12/23	3/8/24	11/4/24	6/12/25
Average Size (Square Feet)	15,554	43,996	6,309	42,253	176,404
Zoning	R-3	RR-Acre	CCG-2	M-1	R-3
Effective Sale Price		\$5,000	\$1,000	\$20,000	\$238,000
Unadjusted Sale Price (PSF)		\$0.11	\$0.16	\$0.47	\$1.35
Transactional Adjustments					
Property Rights Conveyed	Fee Simple	Similar	Similar	Similar	Similar
Adjustment		0%	0%	0%	0%
Adjusted Price		\$0.11	\$0.16	\$0.47	\$1.35
Financing Terms	Cash to seller	Similar	Similar	Similar	Similar
Adjustment		0%	0%	0%	0%
Adjusted Price		\$0.11	\$0.16	\$0.47	\$1.35
Conditions of Sale	Arm's Length	Similar	Similar	Similar	Similar
Adjustment		0%	0%	0%	0%
Adjusted Price		\$0.11	\$0.16	\$0.47	\$1.35
Market Condition		Similar	Similar	Similar	Similar
Value Growth/Decline (Annual)	0.00%				
Adjustment		0.00%	0.00%	0.00%	0.00%
Adjusted Price PSF		\$0.11	\$0.16	\$0.47	\$1.35
Property Adjustments					
Location	Average	Average	Average	Average	Average
Access/Exposure	Average	Average	Average	Average	Average
Compared to the subject		Similar	Similar	Superior	Similar
Adjustment		0.00%	0.00%	-5.00%	0.00%
Physical Characteristics	Narrow/ROW	Easement	Narrow/Ditch	Shape/Easement	Developable
Compared to the subject		Similar	Inferior	Superior	Superior
Adjustment		0.00%	25.00%	-50.00%	-95.00%
Economies of Scale	15,554 SF	43,996 SF	6,309 SF	42,253 SF	176,404 SF
Compared to the subject		Larger	Smaller	Larger	Larger
Adjustment		3.26%	-1.06%	3.06%	18.46%
Zoning	R-3	RR-Acre	CCG-2	M-1	R-3
Compared to the subject		Inferior	Superior	Superior	Similar
Adjustment		25.00%	-5.00%	-5.00%	0.00%
Net Property Adjustment		28.26%	18.94%	-56.94%	-76.54%
Adjusted Sale Price		\$0.15	\$0.19	\$0.20	\$0.32
	High	\$0.32			
	Median	\$0.20			
	Average	\$0.21			
	Low	\$0.15			



CONCLUSIONS OF SALES COMPARISON APPROACH

Indicated Market Value -Parcels 1-12			
Parcel 1:	1,100 SF	x \$0.20 / SF	\$220
Parcel 2:	4,200 SF	x \$0.20 / SF	\$840
Parcel 3:	5,500 SF	x \$0.20 / SF	\$1,100
Parcel 4:	21,000 SF	x \$0.20 / SF	\$4,200
Parcel 5:	25,200 SF	x \$0.20 / SF	\$5,040
Parcel 6:	1,100 SF	x \$0.20 / SF	\$220
Parcel 7:	4,200 SF	x \$0.20 / SF	\$840
Parcel 8:	5,500 SF	x \$0.20 / SF	\$1,100
Parcel 9:	21,000 SF	x \$0.20 / SF	\$4,200
Parcel 10:	25,200 SF	x \$0.20 / SF	\$5,040
Parcel 11:	4,200 SF	x \$0.20 / SF	\$840
Parcel 12:	68,452 SF	x \$0.20 / SF	\$13,690
Aggregate	186,652 SF		\$37,330
		Rounded	\$37,300

**EXPOSURE TIME**

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the appraisal. Based on historical data, it is our opinion that the probable exposure time for the subject (R-O-W sites) at the concluded market value stated previously is 6-12 months.

MARKETING TIME

Marketing time estimates the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. Based on the historical data and our knowledge of available properties that were trading as of the effective date, it is our opinion that the probable marketing time for the subject (R-O-W sites) is 6-12 months.



ASSUMPTIONS & LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions:

1. The effective date is March 11, 2026. The appraisers assume no responsibility for economic or physical factors occurring at some later date, which may affect the opinions stated herein.
2. No responsibility for legal matters is assumed, although such matters may be discussed in the report. No opinion is rendered as to the title, which is assumed marketable and free and clear of all liens, encumbrances, easements, encroachments, and restrictions, except as herein described. The property was appraised under the assumption that it is under responsible ownership and competent management and available for its highest and best use.
3. Certain information in this report was furnished from sources believed reliable; however, such information is not guaranteed as to its accuracy, although it has been checked insofar as possible and is believed correct.
4. No engineering test boring was made to determine soil-bearing qualities. The soil of the area under valuation appears firm and solid unless otherwise stated. Subsidence in the area is unknown or uncommon, but the appraisers do not warrant against this condition or occurrence.
5. In this assignment, the existence of toxic waste, including, without limitation, cyclodienes, petroleum leakage, or agricultural chemicals that may or may not be present, was not observed by, nor do the appraisers know the existence of any such materials on or in the property. The appraisers, however, are not qualified to detect such substances. The existence of potentially hazardous waste materials may affect the value of the property.
6. The appraisers, by reason of this report, are not required to give testimony in court regarding the property herein appraised, nor are the appraisers obligated to appear before any governmental body, board, agent, or representative for investigation, questioning, depositions, conferences, or hearings unless specific arrangements have been previously made therefore concerning time and fees.
7. Any drawings, maps, or exhibits included in this report are for illustration only to visualize the property and its surroundings. They may not be considered surveys or relied upon for any other purpose.
8. A member of The Appraisal Institute signed this report. The Bylaws and Regulations of the Institute require each member to control the use and distribution of each appraisal report signed by such members. Therefore, no out-of-context quoting or partial reprinting of this report is authorized. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by using media for public communication without the prior written consent of the signatory of this appraisal report. The Bylaws and Regulations of the Institute also provide for the review of appraisal reports by its duly authorized representatives in some instances. No change of any item in the appraisal report shall be



- made by anyone other than the appraisers, and the appraisers shall have no responsibility for any such unauthorized change.
9. Any distribution of the total estimated values in this report between land, improvement, and/or personal property applies only to the property's planned utilization as described in this report. These separate value estimates must not be used in conjunction with any other appraisal or any other intended use and are invalid if used. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.
 10. We inspected the subject on March 11, 2026. This appraisal is conditioned upon there being no hidden or unapparent conditions of the property, subsoil, or structure, no major structural defects, sinkholes, the existence of endangered species, nor any termite and/or other insect infestations or damages that were not visible to the appraisers during the inspection, which, had such been observed, would be discussed herein.
 11. The Highest and Best Use Analysis of the subject and the valuation estimate of the analysis and report are subject to the continuing land uses identified herein being continued according to the Town of Hilliard.
 14. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws and that all zoning and use regulations and restrictions of all types have been complied with (unless noncompliance is stated, defined, and considered in the appraisal report). It is further assumed that all licenses, consents, permits, or legislative or administrative authority required by any local, state, federal, and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimates.
 15. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.
 16. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the appraisal's contents without the express written consent of Hotaling Moody & Associates, LLC and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraisers assumed no obligation, liability, or accountability to any third party.
 17. The distribution of this report is at the sole discretion of the client. However, no third party that is not listed as an intended user on the face of the appraisal or the engagement letter may rely upon the appraisal's contents. In no event shall the client give a third party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.
 18. The subject property is under Flood Zone X, which is an area determined to be outside the 0.2% annual chance floodplain. Federal law does not require flood insurance in these zones. Unless otherwise noted, we have not completed nor have we contracted to have completed



an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property. Because neither appraiser is a surveyor, they make no guarantees, express or implied, regarding this determination.

19. The size of the subject land was taken from a land survey. Should a future survey prove this information inaccurate, we reserve the right to amend this appraisal (at additional cost) if substantial differences are discovered.
20. This appraisal applies to the land only. The value of trade fixtures, furnishings, personal property, and other equipment, or subsurface rights (minerals, gas, and oil) was not considered in this appraisal. A business value was not estimated.
21. No changes in any federal, state, or local laws, regulations, or codes (including, without limitation, the Internal Revenue Code) are anticipated unless specifically stated to the contrary.
22. The data gathered in the course of this assignment shall remain the property of the appraisers. The client authorizes the appraisers to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraisers to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.
23. Acceptance and/or use of this appraisal report constitutes acceptance of these general assumptions and limiting conditions.



CERTIFICATION – MICHAEL HOTALING, MAI

I certify that to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three years immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of any subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. Michael Hotaling, MAI, ASA, made a personal inspection of the properties that are the subject of this report on March 11, 2026.
10. Brian A. Hall provided significant real property appraisal assistance to the person signing this certification.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.



13. As of the date of this report, Michael Hotaling, MAI, ASA, has completed the continuing education program for Designated Members of the Appraisal Institute.

A handwritten signature in blue ink, appearing to read 'Michael Hotaling', with a long, sweeping underline.

Michael Hotaling, MAI, ASA
President/Owner
State-Certified General
Real Estate Appraiser RZ 3226



CERTIFICATION – BRIAN A. HALL

I certify that to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three years immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of any subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. Brian A. Hall, made a personal inspection of the property that is the subject of this report on March 11, 2026.
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11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.



12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

A handwritten signature in blue ink that reads "Brian A. Hall".

Brian A. Hall
Vice President - Commercial
State-Certified General
Real Estate Appraiser RZ3163



ADDENDUM



LEGAL DESCRIPTIONS

PARCEL 1:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 2 THROUGH 5 AND LOTS 6 THROUGH 9, ALL IN BLOCK 71, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 2:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 26 THROUGH 41 AND LOTS 10 THROUGH 25, ALL IN BLOCK 71, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 3:

ALL OF THE 50 FOOT WIDE UN-NAMED RIGHT-OF-WAY BEING IN BETWEEN LOT 1 AND LOTS 2 THROUGH 5, ALL IN BLOCK 71, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 4:

ALL OF THE 50 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS MAGNOLIA STREET, IN BLOCK 71, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 5:

ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS 8TH STREET, IN BETWEEN BLOCK 71, AND BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 6:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 2 THROUGH 5 AND LOTS 6 THROUGH 9, ALL IN BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 7:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 26 THROUGH 41 AND LOTS 10 THROUGH 25, ALL IN BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 8:

ALL OF THE 50 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS 8TH PLACE, IN BETWEEN LOT 1 AND LOTS 2 THROUGH 5, ALL IN BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 9:

ALL OF THE 50 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS MAGNOLIA STREET, IN BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.



PARCEL 10:

ALL OF THE 60 FOOT WIDE RIGHT-OF-WAY, BEING KNOWN AS NEW OAK STREET (SHOWN AS OAK STREET ON SAID PLAT), IN BETWEEN BLOCK 68, AND BLOCK 69, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

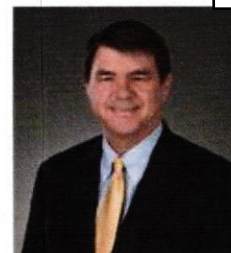
PARCEL 11:

ALL OF THE 10 FOOT WIDE RIGHT-OF-WAY BEING IN BETWEEN LOTS 26 THROUGH 41 AND LOTS 10 THROUGH 25, ALL IN BLOCK 68, "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA.

PARCEL 12:

A PORTION OF WEST NINTH STREET (ALSO KNOWN AS 9TH STREET, HAVING A 60 FOOT RIGHT-OF-WAY), AS SHOWN IN "MAP OF HILLIARD" A PLAT RECORDED IN PLAT BOOK 1, PAGE 28, NASSAU COUNTY FLORIDA PUBLIC RECORDS; AND ALL OF CITRUS STREET (HAVING A 50 FOOT RIGHT-OF-WAY), AS SHOWN IN "NORTH HILLIARD TERRACE", A REPLAT RECORDED IN PLAT BOOK 0, PAGE 22, NASSAU COUNTY FLORIDA, PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGIN AT THE MOST WESTERLY CORNER OF BLOCK 69, AS SHOWN IN BOTH PLATS, ALSO BEING THE NORTHWEST CORNER OF LOT 26, BLOCK 69 AS SHOWN IN "NORTH HILLIARD TERRACE" BEING A FOUND ½" REBAR NO CAP; THENCE NORTH 27°18'52" EAST ALONG THE NORTHWEST LINE OF BLOCKS 69, AND 68 A DISTANCE OF 740.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST NINTH STREET, WITH THE WESTERLY RIGHT-OF-WAY LINE OF CITRUS STREET, BEING A FOUND ⅝" REBAR NO CAP; THENCE SOUTH 62°30'40" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF CITRUS STREET A DISTANCE OF 420.00 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CITRUS STREET, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF WEST EIGHTH STREET (ALSO KNOWN AS 8TH STREET, HAVING A 60 FOOT RIGHT-OF-WAY); THENCE NORTH 27°20'56" EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WEST EIGHTH STREET A DISTANCE OF 50.00 FEET; TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF CITRUS STREET, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF WEST EIGHTH STREET; THENCE NORTH 62°30'40" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF CITRUS STREET A DISTANCE OF 480.07 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF CITRUS STREET, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF WEST NINTH STREET; THENCE SOUTH 27°18' 52" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WEST NINTH STREET A DISTANCE OF 790.33 FEET TO A POINT; THENCE SOUTH 62°30'40" EAST, 60.09 FEET TO THE POINT OF BEGINNING.



QUALIFICATIONS OF MICHAEL HOTALING, MAI, ASA

President/Owner
Hotaling Moody & Associates, LLC

State Certifications

State of Florida

State-Certified General Real
Estate Appraiser RZ3226

State of Georgia

Certified General Real
Property Appraiser 334632

State of Tennessee

Certified General Real
Estate Appraiser 6647

Commonwealth of Virginia

Certified General Real
Estate Appraiser 4001018762

State of Alabama

Certified General Real
Estate Appraiser 3257

State of South Carolina

Certified General Real
Estate Appraiser 7020

Education

Bachelor of Science
Business Administration & Finance
University of Central Florida

Contact Details

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Jacksonville, FL 32207
Phone: 904-516-8900
Direct: 904-559-4136
Cell: 386-295-0295
Email:
mhotaling@hotalingmoody.com

Experience

- Hotaling Moody & Associates, President/Owner (2026-Present)
- Moody Williams Appraisal Group, Managing Partner (2020-2025)
- Moody Appraisal Group, Senior Appraiser (December 2018-2019)
- JLL Valuation & Advisory – Senior Analyst (May 2017-October 2018)
- IRR-Jacksonville, formerly Crenshaw Williams Appraisal Company- Senior Analyst (August 2005 – May 2017)
- IRR-Orlando, Researcher (June 2005 – August 2005)

Prior to entering the appraisal field, Michael Hotaling, MAI, ASA, spent 20 years in the automotive industry at both the dealership and auto auction positions and now specializes in dealership valuations with over 120 dealerships appraised.

Completed appraisal assignments in Florida, Georgia, South Carolina, North Carolina, Virginia, Maryland, Alabama, and the District of Columbia including Multi-family development, condominiums, residential subdivisions, downtown and suburban office buildings, general and medical offices, a wide variety of industrial properties including flex, manufacturing, refrigerated storage, and warehouses, mixed-use developments, shopping centers, and free-standing retail properties, all types of vacant land including islands and ground leases, and special use properties such as churches, funeral homes, sports complexes/stadiums, golf courses and child care centers.

Assignments in the Jacksonville Metropolitan area (Duval County) also include the surrounding counties of Clay, Nassau, St Johns, Baker, Flagler, and Putnam.

Professional Activities

Qualified Expert Witness in U.S. Bankruptcy Court – Middle District of Florida
The Florida Bar – Grievance Committee 4B – 2024-Current



Designated Member, Appraisal Institute – MAI (2021)
Chapter President –2026

Designated Member, American Society of Appraisers – ASA
(2023)
Chapter Director – 2025 to Present

Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

HOTALING, MICHAEL BOWMAN
1300 RIVERPLACE BLVD SUITE 640
JACKSONVILLE FL 32207

LICENSE NUMBER: RZ3226


EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/13/2024

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QUALIFICATIONS OF BRIAN A. HALL

Vice President - Commercial
Hotaling Moody & Associates, LLC

State Certifications

State of Florida

State-Certified General Real Estate Appraiser RZ3163

State of Georgia

Certified General Real Property Appraiser 446951

Education

Bachelor of Science
Supervision and Management
Florida State College at Jacksonville

Contact Details

Hotaling Moody & Associates, LLC
1300 Riverplace Blvd, Ste 640
Jacksonville, FL 32207
Phone: 904-516-8900
Direct: 904-516-8904
Email: bhall@hotalingmoody.com

Experience

- Hotaling Moody & Associates, Vice President - Commercial (2026-Present)
- Moody Williams Appraisal Group, Senior Appraiser (2020-2025)
- Moody Appraisal Group, Senior Appraiser (2015-2019)
- Valbridge Property Advisors | Broom, Moody, Johnson & Grainger, Inc., Appraiser (2014)
- Equity National Title & Closing, Senior Review Appraiser (2012-2014)
- Broom, Moody, Johnson & Grainger, Inc. (2000-2012)

Appraisal/valuation and consulting assignments include apartment buildings; retail buildings and shopping centers; office buildings; industrial buildings; religious and special purpose properties, including schools, churches and cemeteries; hotels and motels; residential subdivisions; vacant industrial, commercial, and residential land, and eminent domain properties. Assignments have been concentrated in the Jacksonville Metropolitan area (Duval County) and surrounding counties of Clay, Nassau, St Johns, Baker, Flagler, and Putnam Counties.

Professional Activities

Qualified expert witness for circuit courts in the State of Florida, including Duval, Nassau, Clay, St. Johns, & Orange Counties.

Appraisal Institute Professional Activities

- Real Estate Appraisal Courses, AB-1, AB-2, AB-3
- Analyzing Operating Expenses
- Supporting Sales Comparison Grid Adjustments
- Uniform Standards of Professional Appraisal Practice
- Supervisor Trainee Roles and Rules
- Appraising/Analyzing Office Buildings for Mortgage Underwriting
- Appraising Apartments
- Ad Valorem Tax Consultation
- Florida Appraisal Laws and Regulations
- Appraising Manufactured Homes
- Residential Report Writing: More than Forms
- Appraisal of Fast-Food Facilities
- Advanced Hotel Appraising – Full-Service Hotels
- Divorce and Estate Appraisals: Elements of Non-Lender Work
- Introduction to Expert Witness Testimony for Appraisers
- Basics of Expert Witness for Commercial Appraisers
- Quantitative Analysis – *Appraisal Institute*



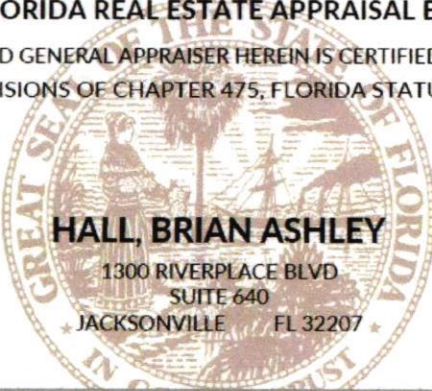
Ron DeSantis, Governor Melanie S. Griffin, Secretary

Florida
dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES



HALL, BRIAN ASHLEY
1300 RIVERPLACE BLVD
SUITE 640
JACKSONVILLE FL 32207

LICENSE NUMBER: RZ3163


EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 12/01/2024

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AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: June 4, 2026

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

SUBJECT: Planning & Zoning Board recommendation to the Town Council for approval of an Ordinance 2026-01, for the Vacation of Right of Way for property known as Dayspring Cottages Application No. 20260417.1 VAC Rights of Way and Alleyways in blocks 68, 69, 71. Property Owner – Doug Adkins, Dayspring Property Services LLC. Parcel ID No. 08-3N-24-2400-0069-0010, 08-3N-24-2400-0068-0100, 08-3N-24-2400-0071-0010, 08-3N-24-2380-0073-0010.

BACKGROUND: Documents Reviewed by Planning & Zoning Board:
Agenda Item Report, Ordinance 2026-01, Legal Description, Final Vacation of Right of Way Application

In September 2025, the owner of parcels 08-3N-24-2400-0069-0010, 08-3N-24-2400-0068-0100, 08-3N-24-2400-0071-0010, 08-3N-24-2380-0073-0010, filed a Pre-application for Vacation of Right of Way for the Alleyways and Rights of Way within Block 68, 69, 71 on the North Hilliard Terrace.

All property owners for blocks 68, 69, and 71 were invited via letter mailed from Town Hall to attend the workshop on November 13th as well as the Planning and Zoning meeting on December 2nd and the Town Council Meeting on December 18th where the Pre-Vacation of Right of Way Application was discussed and staff findings were reviewed by the Planning & Zoning Board as well as the Town Council.

At the December 18th Town Council meeting, the Council voted to allow the applicant to continue in the vacation process.

On April 17th the Applicant provided a Final Vacation of Right of Way Application along with an appraisal of the property.

The Appraisal report is attached with the application.

On May 28, 2026, The Planning & Zoning Board reviewed the Ordinance and Final application for the project.

FINANCIAL IMPACT:

TBD, will include legal oversight, advertisement cost, codification cost all cost will be covered by the applicant.

RECOMMENDATION:

Planning & Zoning Board recommendation to the Town Council for approval of Ordinance 2026-01, with a vote of 4-0 at their May 28, 2026, meeting.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Public Hearing & Regular Meeting Meeting Date: July 2, 2026

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

SUBJECT: Town Council to consider Ordinance No. 2026-02, an ordinance of the Town of Hilliard, Nassau County, Florida, amending the Town Charter to remove the residency requirement for the Town Clerk; providing for conflict, severability, administrative correction of scrivener's error, publication and effective date. Adopting on Adopting on Second & Final Reading.

BACKGROUND:

See attached documents.

FINANCIAL IMPACT:

All financial expenses to be covered by applicant.

RECOMMENDATION:

Town Council adoption of Ordinance No. 2026-02, on Second & Final Reading.

ORDINANCE 2026-02

AN ORDINANCE OF THE TOWN OF HILLIARD, NASSAU COUNTY, FLORIDA, AMENDING THE TOWN CHARTER TO REMOVE THE RESIDENCY REQUIREMENT FOR THE TOWN CLERK; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, since its incorporation, the Town of Hilliard has had an appointed Town Clerk to serve as the chief administrative officer; and

WHEREAS, the Hilliard Town Charter requires the Town Clerk to establish residency within the limits of the Town within a period of six (6) months from the date of hire; and

WHEREAS, the Town of Hilliard has experienced substantial growth in both population and complexity, and continues to expand, thereby creating a pressing need to broaden the scope of eligible applicants for the Town Clerk position; and

WHEREAS, the Town of Hilliard desires to remove the current residency requirements as applied to the Town Clerk; and

WHEREAS, the passage of this Ordinance is intended to ensure that the Hilliard Town Charter no longer imposes any residency requirements on the Town Clerk position.

SECTION 1: AUTHORITY

The Town Council of the Town of Hilliard has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

SECTION 2: AMENDING ARTICLE V "TOWN CLERK"

Article V of the Hilliard Town Charter, "Town Clerk," is hereby amended to read as follows:

ARTICLE V. - TOWN CLERK

Section 5.01. - Appointment; qualifications; compensation.

The Town Council by a majority vote of its total voting membership shall appoint a Town Clerk for an indefinite term and fix the clerk's compensation. The Town Clerk shall be appointed solely on the basis of executive and administrative qualifications. ~~The clerk need not be a resident of the Town of Hilliard or State of Florida at the time of appointment; however, within a period of six (6) months from the date of hire, he/she must establish residency within the limits of the Town.~~

SECTION 3: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4: SEVERABILITY

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

SECTION 5: CODIFICATION

The text of Section 2 of this Ordinance shall be codified as a part of the Hilliard Town Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

Regardless of whether such inclusion in the Code as described in Section 2 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Clerk or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

SECTION 7: PUBLICATION AND EFFECTIVE DATE

This Ordinance and its Amendments shall be effective upon approval by a majority vote of the Town's qualified electors at a referendum conducted in accordance with Section 166.031, Florida Statutes.

PASSED AND ADOPTED by the Town of Hilliard, Nassau County, Florida on this _____ day of _____, 2026

Kenneth A. Sims, Sr.
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

Town Council First Reading:	June 4, 2026
Town Council Publication:	June 17, 2026
Town Council Public Hearing:	July 2, 2026
Town Council Final Reading:	July 2, 2026



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Public Hearing & Regular Meeting Meeting Date: July 2, 2026

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

SUBJECT: Town Council to consider Ordinance No. 2026-03, an ordinance of the Town of Hilliard, Nassau County, Florida, amending the Town Charter to reflect the integration of a Town Manager; providing for conflict, severability, administrative correction of scrivener's error, publication and effective date. Adopting on Second & Final Reading.

BACKGROUND:

See attached documents.

FINANCIAL IMPACT:

All financial expenses to be covered by applicant.

RECOMMENDATION:

Town Council adoption of Ordinance No. 2026-03, on Second & Final Reading.

ORDINANCE 2026-03

AN ORDINANCE OF THE TOWN OF HILLIARD, NASSAU COUNTY, FLORIDA, AMENDING THE TOWN CHARTER TO REFLECT THE INTEGRATION OF A TOWN MANAGER; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS, PUBLICATION, AND EFFECTIVE DATE.

WHEREAS, since its incorporation, the Town of Hilliard has only had administrative department heads overseen by the Town Council; and

WHEREAS, the Town of Hilliard has never had a single authority overseeing the Town's administration, except the Town Council, although the Town Clerk serves as the chief administrative officer; and

WHEREAS, the Town of Hilliard has experienced substantial growth in both population and complexity, and continues to expand, thereby creating a pressing need for a chief administrator to effectively oversee and manage its evolving responsibilities; and

WHEREAS, the Town of Hilliard desires to create the role of Town Manager as the chief executive and administrative officer of the Town; and

WHEREAS, the passage of this ordinance is intended to ensure that the Charter of the Town of Hilliard properly reflects leadership roles and procedures.

SECTION 1: AUTHORITY

The Town Council of the Town of Hilliard has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

SECTION 2: CREATING A NEW AMENDMENT

The Hilliard Town Charter shall amend its articles to create Article V, "Town Manager" and it shall read as follows:

ARTICLE V. - TOWN MANAGER

Sec. 5.01. - Town Manager - Powers and duties.

The Town Manager shall be chief executive officer and the head of the administrative branch of the Town. The Town Manager shall be responsible to the Town Council for the proper administration of all affairs of the Town and to that end, the Town Manager shall have power and shall be required to:

(1) Appoint and, when necessary for the good of the Town, remove all officers and employees of the Town except as otherwise provided by this Charter and except as the Town Manager may authorize the head of a department or office, to appoint and remove subordinates in such department or office;

(2) Prepare the budget annually and submit it to the council and be responsible for its administration after adoption;

(3) Prepare and submit to the council, as of the end of the fiscal year, a complete report on the finances and administrative activities of the Town for the preceding year;

(4) Keep the council advised of the financial condition and future needs of the Town and make such recommendations as may seem to the Town Manager desirable;

(5) Attend all meetings of the Town Council and of its committees and keep the council advised of the activities of the Town Manager office, with the right to take part in the discussions but without having a vote;

(6) See that all laws, provisions of this charter and acts of the Town Council are faithfully executed; and

(7) Perform such other duties as may be prescribed under this Charter or as may be required by the Town Manager by ordinance or resolution of the Town Council.

Sec. 5.02. - Town Manager - Absence or disability.

If the Town Manager has deputized a department head or if someone was hired for a role as Deputy Town Manager, then in the event the Town Manager cannot perform the Town Manager's duties, the deputized person or Deputy Town Manager, as may be the case, will fill the role. Otherwise, to perform the Town Manager duties during the Town Manager's temporary absence or disability, the Town Manager may designate by letter filed with the Town Clerk and Mayor a qualified administrative officer of the Town as acting Town Manager; provided, however, the appointment shall not be for a period longer than thirty (30) days. In the event of failure of the Town Manager to make such designation, or in the event the Town Manager is absent or disabled for a period longer than thirty (30) days, the Council shall appoint a qualified person as acting Town Manager.

SECTION 3: AMENDING ARTICLE V "TOWN CLERK"

Article V of the Hilliard Town Charter, "Town Clerk," is hereby amended to read as follows:

ARTICLE VVI. - TOWN CLERK

Section 56.01. - Appointment; qualifications; compensation.

The Town Council by a majority vote of its total voting membership shall appoint a Town Clerk for an indefinite term and fix the clerk's compensation. The Town Clerk shall be appointed solely on the basis of executive and administrative qualifications. The clerk need not be a resident of the Town of Hilliard or State of Florida at the time of appointment; however, within a period of six (6) months from the date of hire, he/she must establish residency within the limits of the Town.

Section 56.02. - Removal.

The Town Clerk may be suspended or removed by a resolution approved by of the majority of the total voting membership of the Town Council. The clerk shall serve at the will of the Council and he/she may be removed without explanation of reasons or grounds.

Section 56.03. - Powers and duties of the Town Clerk.

~~The Town Clerk shall be the chief administrative officer of the Town, responsible to the Council for the administration of all Town affairs placed in the clerk's charge by or under this charter. The Town Clerk shall:~~

- (1) Attend all Town Council meetings. The Town Clerk shall have the right to take part in discussion but shall not vote;
- ~~(2) See that all laws, provisions of this charter and acts of the Town Council, subject to enforcement by the Town Clerk or by officers subject to the clerk's direction and supervision, are faithfully executed;~~
- (23) Act as the custodian of official town records and be responsible to the Town Council for record-keeping; ~~Prepare and submit the annual budget and capital program to the Town Council;~~
- ~~(4) Submit to the Town Council and make available to the public a complete report on the finances and administrative activities of the Town as of the end of each fiscal year;~~
- ~~(5) Keep the Town Council fully advised as to the financial condition and future needs of the Town;~~
- ~~(6) Make recommendations to the Town Council concerning the affairs of the Town;~~
- (37) Provide staff support services to the Town Council and Planning and Zoning Board consistent with the Town Clerk's other responsibilities ~~for the mayor and council members;~~
- ~~(48) Perform such other duties as are specified in this charter or may be required by the Town Council.~~

SECTION 4: AMENDING ARTICLE VI "DEPARTMENTS, OFFICES AND AGENCIES"

Article VI of the Hilliard Town Charter, "Departments, Offices and Agencies," is hereby amended to read as follows:

ARTICLE VII. - DEPARTMENTS, OFFICES AND AGENCIES

Section 67.01. - General provisions.

- (a) *Creation of Departments.* The Town Council may establish Town departments, offices or agencies in addition to those created by this charter and may prescribe the functions of all

departments, except that no function assigned by this charter to a particular department may be discontinued or, unless this charter specifically so provides, assigned to any other.

- (b) *Direction of Departments.* All departments shall be administered by an officer appointed by and subject to the direction and supervision of the Town Manager Council. With the consent of Council, the Town Manager Clerk may serve as the head of one or more such departments.

Section 67.02. - Personnel system.

- (a) *Merit Principle.* All appointments and promotions of Town officers and employees shall be made solely on the basis of merit and fitness demonstrated by a valid and reliable examination or other evidence of competence.
- (b) *Merit System.* Consistent with all applicable federal and state laws, the Town Council shall provide by ordinance for the establishment, regulation and maintenance of a merit system governing personnel policies necessary to the effective administration of the employees of the Town's departments, including but not limited to classification and pay plans, examinations, force reduction, removals, working conditions, provisional and exempt appointments, in-service training, grievances and relationships with employee organizations.

Section 67.03. - Legal officer.

There shall be a legal officer of the Town appointed by the Town Council. The legal officer shall serve as chief legal adviser to the Council, the Town Manager Clerk and all Town departments. He shall represent the Town in all legal proceedings and shall perform any other duties prescribed by state law, by this charter or by ordinance.

Section 67.04. - Planning.

Consistent with all applicable federal and state laws with respect to land use, development and environmental protection, the Town Council shall designate a planning and zoning board to carry out the planning function and such decision-making responsibilities as may be specified by ordinance.

SECTION 5: AMENDING ARTICLE VII "FINANCIAL PROCEDURES"

Article VII of the Hilliard Town Charter, "Financial Procedures," is hereby amended to read as follows:

ARTICLE VIII. - FINANCIAL PROCEDURES

Section 78.01. - Fiscal year.

The fiscal year of the Town of Hilliard shall begin on the first day of October and end on the last day of September.

Section 78.02. - Submission of budget.

A final budget shall be submitted by the Town Manager Clerk to the Council in sufficient time to permit them to comply with all governing Town, county and state laws.

Section 78.03. - Budget message.

During the first public hearing on the proposed budget for the ensuing year the Town Manager Clerk shall deliver, to the Council, a budget message which will explain the budget both in fiscal terms and in terms of the work programs. It shall outline the proposed financial policies of the Town for the ensuing fiscal year, describe the important features of the budget, indicate any major changes from the current year in financial policies, expenditures, and revenues together with the reasons for such changes, summarize the Town's debt position and include such other material as the Town Manager Clerk deems desirable.

Section 78.04. - Budget.

The budget shall provide a complete financial plan of all Town funds and activities for the ensuing fiscal year and except as required by law or this charter, shall be in such form as the law requires or the Town Council may require. The budget shall begin with a clear general summary of its contents; shall show in detail all estimated income, indicating the proposed property tax levy, and all proposed expenditures, including debt service, for the ensuing fiscal year; and shall be so arranged as to show comparative figures for actual and estimated income and expenditures of the current fiscal year and actual income and expenditures of the preceding fiscal year. It shall indicate in separate sections:

- (1) The proposed goals and objectives and expenditures for current operations during the ensuing fiscal year, detailed for each fund by department and program, purpose or activity, and the method of financing such expenditures;
- (2) Proposed capital expenditures during the ensuing fiscal year, detailed for each fund by department when practicable, and the proposed method of financing each such capital expenditure; and
- (3) The anticipated income and expense and profit and loss for the ensuing year for each utility or other enterprise fund operated by the Town.

For any fund, the total of proposed expenditures shall not exceed the total of estimated income plus carried forward fund balance, exclusive of reserves.

Section 78.05. - Town Council action on budget.

- (a) *Notice and Hearing.* The Town Council shall publish in one or more newspapers of general circulation in the Town the general summary of the budget and a notice stating:
 - (1) The times and places where copies of the budget are available for inspection by the public, and
 - (2) The time and place, not less than two weeks after such publication for a public hearing on the budget.

- (b) *Amendment Before Adoption.* After the public hearing, the Town Council may adopt the budget with or without amendment. In amending the budget, it may add or increase programs or amounts and may delete or decrease any programs or amounts except expenditures required by law or for debt service or for an estimated cash deficit, provided that no amendment to the budget shall increase the authorized expenditures to an amount greater than total estimated income.
- (c) *Adoption.* The Town Council shall adopt the budget for the coming year on or before the last day of the twelfth (12th) month of the fiscal year currently ending. If it fails to adopt the budget by this date, the budget proposed by the Town Manager Clerk shall go into effect until such time as the council adopts a budget.

Section 78.06. - Appropriation and revenue ordinances.

To implement the adopted budget, the Town Council shall adopt, prior to the beginning of the ensuing [ensuing] fiscal year:

- (a) An appropriation ordinance making appropriations by department and authorizing a single appropriation for each program or activity;
- (b) A tax levy ordinance authorizing the property tax levy or levies and setting the tax rate or rates; and
- (c) Any other ordinances required to authorize new revenues or to amend the rates or other features of existing taxes or other revenue sources.

Section 78.07. - Amendments after adoption.

- (a) *Supplemental Appropriations.* If during the fiscal year the Town Manager Clerk certifies that there are available for appropriation revenues in excess of those estimated in the budget, the Town Council by ordinance may make supplemental appropriations for the year up to the amount of such excess.
- (b) *Emergency Appropriations.* To meet a public emergency affecting life, health, property or the public peace, the Town Council may make emergency appropriations. Such appropriations may be made by emergency ordinance in accordance with the provisions of § 4.13. To the extent that there are no available unappropriated revenues or a sufficient fund balance to meet such appropriations, the Council may by such emergency ordinance authorize the issuance of emergency notes, which may be renewed from time to time, but the emergency notes and renewals of any fiscal year shall be paid not later than the last day of the fiscal year next succeeding that in which the emergency appropriation was made.
- (c) *Reduction of Appropriations.* If at any time during the fiscal year it appears probable to the Town Manager Clerk that the revenues or fund balances available will be insufficient to finance the expenditures for which appropriations have been authorized, the Town Manager Clerk shall report to the Town Council without delay, indicating the estimated amount of the deficit, any remedial action taken by the clerk and recommendations as to any other steps to be taken. The Council shall then take such further action as it deems necessary to prevent

or reduce any deficit and for that purpose it may by ordinance reduce one or more appropriations.

- (d) *Transfer of Appropriations.* At any time during the fiscal year the Town Council may by resolution transfer part or all of the unencumbered or unrestricted appropriation balance from one department to the appropriation for other departments. The Town Manager Clerk may transfer part or all of any unencumbered or unrestricted appropriation balances among programs within a department and shall report such transfers to the council in writing in a timely manner.
- (e) *Limitation; Effective Date.* No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be appropriated or by more than the amount of the unencumbered balance thereof. The supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

Section 78.08. - Lapse of appropriations.

Every appropriation shall lapse at the close of the fiscal year to the extent that it has not been expended or encumbered.

Section 78.09. - Overspending of appropriations prohibited.

No payment shall be made or obligation incurred against any allotment or appropriation except in accordance with appropriations duly made and unless the Town Manager Clerk or his the Town Manager's designee first certifies that there is a sufficient unencumbered balance in such allotment or appropriation and that sufficient funds therefrom are or will be available to cover the claim or meet the obligation when it becomes due and payable. Any authorization of payment or incurring of obligation in violation of the provisions of this charter shall be void and any payment so made illegal. A violation of the provision shall be cause for removal of any officer who knowingly authorized or made such payment or incurred such obligation. Such officer may also be liable to the Town for any amount so paid. Except where prohibited by law, however, nothing in this charter shall be construed to prevent the making or authorizing of payment or making of contracts for capital improvements to be financed wholly or partly by the issuance of bonds or to prevent the making of any contract or lease providing for payments beyond the end of the fiscal year, but only if such action is made or approved by ordinance.

Section 78.10. - Capital program.

- (a) *Submission to Town Council.* The Town Manager Clerk shall prepare and submit a five-year capital program, for review, to the Council no later than the final date for submission of the proposed budget as outlined in section 78.02.
- (b) *Contents.* The capital program shall include:
- (1) A clear general summary of its contents;

- (2) A list of all capital improvements and other capital expenditures which are proposed to be undertaken during the five fiscal years next ensuing, with appropriate supporting information as to the necessity for each;
- (3) Cost estimates and recommended time schedules for each improvement or other capital expenditure;
- (4) Method of financing, upon which each capital expenditure is to be reliant; and
- (5) The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

The above shall be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition.

Section 78.11. - Public records.

Copies of the budget, capital program and appropriation and revenue ordinances shall be public records and shall be made available to the public at suitable places in the Town.

SECTION 6: AMENDING ARTICLES VIII THROUGH XII TO ACCOUNT FOR RENUMBERING

Article VIII through Article XII are hereby amended to read as follows:

ARTICLE IX VIII. - ELECTIONS

Section 89.01. - Town elections.

- (a) *Regular Elections.* The regular Town election shall be held on the first Tuesday after the first Monday in November each year.
- (b) *Registered Voter defined.* All Town residents legally registered under the constitution and laws of the State of Florida to vote shall be registered voters of the Town of Hilliard within the meaning of this charter.
- (c) *Conduct of Elections.* The provision of the general election laws of the State of Florida shall apply to elections held under this charter. All elections provided for by the charter shall be conducted by the election authorities established by law. Candidates shall run for office without party designation. For the conduct of Town elections, for the prevention of fraud in such elections and for the recount of ballots in cases of doubt or fraud, the Town Council shall adopt ordinances consistent with law and this charter, and the election authorities may adopt further regulations consistent with law and this charter and the ordinances of the Council. Such ordinances and regulations pertaining to elections shall be publicized in the manner of Town ordinances generally.

Section 89.02. - Initiative and referendum.

The powers of initiative and referendum are hereby reserved to the electors of the Town. The provisions of the election law of the State of Florida, as they currently exist or may hereafter be amended or superseded, shall govern the exercise of the powers of initiative and referendum under this charter.

ARTICLE IX. - GENERAL PROVISIONS

Section 910.01. - Conflicts of interest.

The use of public office for private gain is prohibited. This section shall prohibit an elected officer from acting in an official capacity on matters in which the official has a private financial interest clearly separate from that of the general public; the acceptance of gifts and other things of value; acting in a private capacity on matters dealt with as a public official, the use of confidential information; and appearances by Town officials before other Town agencies on behalf of private interests. This section shall provide for reasonable public disclosure of finances by officials with major decision-making authority over monetary expenditures and contractual matters and, insofar as permissible under Florida state law, shall provide for fines and imprisonment for violations.

Section 910.02. - Prohibitions.

(a) *Activities Prohibited.*

- (1) No person shall be appointed to or removed from, or in any way favored or discriminated against with respect to any Town position or appointive Town administrative office because of race, gender, age, handicap, religion, country of origin or political affiliation.
- (2) No person shall willfully make any false statement, certificate, mark, rating or report in regard to any test, certification or appointment under the provisions of this charter or the rules and regulations made thereunder, or in any manner commit or attempt to commit any fraud preventing the impartial execution of such provision, rules and regulations.
- (3) No person who seeks appointment or promotion with respect to any Town position or appointive Town administrative office shall directly or indirectly give, render or pay any money, service or other valuable thing to any person for or in connection with his or her test, appointment, proposed appointment, promotion or proposed promotion.
- (4) No person shall knowingly or willfully solicit or assist in soliciting any assessment, subscription or contribution for any political party or political purpose to be used in conjunction with any Town election from any Town employee.
- (5) No Town employee shall knowingly or willfully ask, solicit or receive any contribution to the campaign funds to be used in support or opposition to any candidate for election to Town office or Town ballot issue. Further, no Town employee shall knowingly or willfully participate in any aspect of any political campaign on behalf of or opposition to any candidate for Town office. This section shall not be construed to limit any person's right to exercise rights as a citizen to express opinions or to cast a vote nor shall it be construed to prohibit any person from active participation in political campaigns at any other level of government.

- (b) *Penalties.* Any person convicted of a violation of this section shall be ineligible for a period of five years following such conviction to hold any Town office or position and, if an officer or employee of the Town, shall immediately forfeit his or her office or position.

ARTICLE XI. - CHARTER AMENDMENT

Section 110.01. - Proposal of amendment.

Amendments to this charter may be framed and proposed:

- (a) In the manner provided by law; or
- (b) By ordinance of the Town Council containing the full text of the proposed amendment and effective upon adoption; or
- (c) By report of a charter commission created by ordinance; or
- (d) Any five qualified voters may initiate proceedings to amend the charter by filing with the Town Clerk an affidavit stating they will constitute the petitioner's committee and that they will undertake and be responsible for circulating the petition they have signed and submitted with their affidavit. The petition and affidavit shall set forth the petitioner's names and addresses, designating a single address to which notices may be sent and setting forth in specific detail the full proposed charter amendment. No petition shall include more than one subject matter. Upon the submission of a proper petition and affidavit, the Town Clerk shall issue the appropriate petition blanks to the petitioners' committee. The petition blanks shall be attached to a copy of the petition containing the proposed charter amendment. The petition blanks must be signed by at least twenty percent of the total number of registered voters at the time of the last regular Town election. The petitioner's committee shall have sixty days from the date they are issued the petition blanks to obtain the required signatures, otherwise the process shall automatically cease. The petitioner's committee may withdraw the petition at any time before the fifteenth day immediately preceding the day scheduled for the Town vote on the amendment.

Section 110.02. - Election.

Upon delivery to the Town election authorities of the report of a charter commission pursuant to § 110.01(c) or delivery by the Town Clerk of an adopted ordinance proposing an amendment pursuant to § 110.01(b) or a petition finally determined sufficient proposing an amendment pursuant to § 10.01(d), the election authorities shall submit the proposed amendment to the voters of the Town at an election. Such election shall be announced by a notice containing the complete text of the proposed amendment and published in one or more newspapers of general circulation in the Town at least 30 days prior to the date of the election. If the amendment is proposed by petition, the amendment may be withdrawn at any time prior to the fifteenth day preceding the day scheduled for the election by filing with the Town Clerk a request for withdrawal signed by at least four members of the petitioners' committee. The election shall be held not less than 60 and not more than 120 days after the adoption of the ordinance or report or the final determination of sufficiency of the petition proposing the amendment. If no regular election is to be held within that period, the Town Council shall provide for a special election on the proposed amendment; otherwise, the holding of a special election shall be as specified in the Florida state election law.

Section 110.03. - Adoption of amendment.

If a majority of the registered voters of the Town voting upon a proposed charter amendment vote in favor of it, the amendment shall become effective at the time fixed in the amendment or, if no time is therein fixed, 30 days after its adoption by the voters.

ARTICLE XII. - TRANSITION/SEPARABILITY PROVISION

Section 124.01. - Officers and employees.

- (a) *Rights and Privileges Preserved.* Nothing in this charter except as otherwise specifically provided shall affect or impair the rights or privileges of persons who are Town officers or employees at the time of its adoption.
- (b) *Continuance of Office or Employment.* Except as specifically provided by this charter, if at the time this charter takes full effect a Town administrative officer or employee holds any office or position which is or can be abolished by or under this charter, he or she shall continue in such office or position until the taking effect of some specific provision under this charter directing that he or she vacate the office or position.
- (c) *Personnel System.* An employee holding a Town position at the time this charter takes full effect, who was serving in that same or a comparable position at the time of its adoption, shall not be subject to competitive tests as a condition of continuance in the same position but in all other respects shall be subject to the personnel system provided for in § 67.02.

Section 124.02. - Departments.

- (a) *Transfer of Powers.* If a Town department is abolished by this charter the powers and duties given it by law shall be transferred to the Town Manager ~~Clerk~~, unless otherwise determined by the Town Council.
- (b) *Property and Records.* All property, records and equipment of any department existing when this charter is adopted shall be transferred to the department assuming its powers and duties. In the event that the powers or duties are to be discontinued or divided between departments or in the event that any conflict arises regarding a transfer, such property, records or equipment shall be transferred to one or more department, offices or agencies designated by the Town Council in accordance with this charter.

Section 124.03. - Pending matters.

All rights, claims, actions, orders, contracts and legal administrative proceedings shall continue except as modified pursuant to the provisions of this charter and in each case shall be maintained, carried on or dealt with by the Town department, appropriate under this charter.

Section 124.04. - State and municipal laws.

- (a) *In General.* All Town ordinances, resolutions, orders and regulations which are in force when this charter becomes fully effective are repealed to the extent that they are inconsistent or interfere with the effective operation of this charter or of ordinances or resolutions adopted pursuant thereto. To the extent that the constitution and laws of the State of Florida permit, all laws relating to or affecting this Town, officers or employees which are in force when this charter becomes fully effective are superseded to the extent that they are inconsistent or interfere with the effective operation of this charter or of ordinances or resolutions adopted pursuant thereto.
- (b) *Specific Provision.* Without limitation of the general operation of subsection (a) or of the number or nature of the provisions to which it applies:
- (1) The following laws and parts of laws generally affecting Towns or Town agencies, officers or employees are applicable to the Town of Hilliard or its agencies, officers or employees:
LIST ORDINANCES
 - (2) Any existing ordinance, not referenced above, shall become null and void upon adoption of this charter.

Section 124.05. - Schedule.

- (a) *Council Members and Mayor.* The existing terms of council members and the mayor shall continue until such time as their successors are elected hereunder. The powers and duties of such persons shall be as set forth herein.
- (b) *Ordinances.* All existing ordinances, not in conflict herewith, shall remain in full force and effect for a period of three years after the adoption of this charter, or until the codification of the ordinances whichever shall first occur. At the expiration of such time, all ordinances and resolutions heretofore existing shall terminate.
- (c) *First Council Meeting.* On the first Thursday of the month following the first election of Town Council members under this charter, the newly elected members of the Council shall meet at 7:30 p.m. at the Hilliard Town Hall:
- (1) For the purpose of electing the Council president, appointing or considering the appointment of a Town Clerk or acting Town Clerk and choosing, if it so desires, one of its members to act as temporary clerk pending appointment of a Town Clerk pursuant to § 4.08[§ ~~56~~.01]; and
 - (2) For the purpose of adopting ordinances and resolutions necessary to effect the transition of government under this charter and to maintain effective Town government during that transition.
- (d) *Temporary Ordinances.* In adopting ordinances as provided in § 124.05(c), the Town Council shall follow the procedures prescribed in Article IV, except that at its first meeting or any meeting held within 60 days thereafter, the Council may adopt temporary ordinances to deal with cases in which there is an urgent need for prompt action in connection with the transition

of government and in which the delay incident to the appropriate ordinance procedure would probably cause serious hardship or impairment of effective Town government. Every temporary ordinance shall be plainly labeled as such but shall be introduced in the form and manner prescribed for ordinances generally. A temporary ordinance may be considered and may be adopted with or without amendment or rejected at the meeting at which it is introduced. After adoption of a temporary ordinance the Council shall cause it to be printed and published as prescribed for other adopted ordinances. A temporary ordinance shall become effective upon adoption or at such later time preceding automatic repeal under this subsection as it may specify, and the referendum power shall not extend to any such ordinance. Every temporary ordinance, including any amendments made thereto after adoption, shall automatically stand repealed as of 91st day following the date on which it was adopted, renewed, or otherwise continued except by adoption in the manner prescribed in Article IV or ordinances of the kind concerned.

Section 124.06. - Separability.

If any provision of this charter is held invalid, the other provisions of the charter shall not be affected thereby. If the application of the charter or any of its provision to any person or circumstance is held invalid, the application of the charter and its provisions to other persons or circumstances shall not be affected thereby.

ARTICLE XIII. - ADOPTION AND EFFECTIVE DATE

Section 132.01. - [Approval at election.]

This Ordinance shall not take effect until after its ratification and approval held at a special election called and provided by the Town Council, said election to be called and held at the next general election in accordance with F.S. § 166.031. The election shall be participated in only by those qualified electors residing in the boundaries of the Town.

Section 132.02. - [Ballot question.]

The ballot which will be voted upon at said election shall have the question:

For the Establishing of a New Town Charter and Against the Establishing of a New Town Charter

Section 132.03. - [Effective date.]

Upon ratification, this Ordinance shall take effect January 1, 1995.

That the Town of Hilliard, in Nassau County, Florida, shall have perpetual succession. The Town shall have the use of a Common Seal.

SECTION 7: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 8: SEVERABILITY

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

SECTION 9: CODIFICATION

The text of Section 2 to 6 of this Ordinance shall be codified as a part of the Hilliard Town Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 10: ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS

Regardless of whether such inclusion in the Code as described in Section 2 to 6 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Clerk or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

SECTION 11: PUBLICATION AND EFFECTIVE DATE

This Ordinance and its Amendments shall be effective on January 2, 2029, contingent upon approval by a majority vote of the Town's qualified electors at a referendum conducted in accordance with Section 166.031, Florida Statutes.

PASSED AND ADOPTED by the Town of Hilliard, Nassau County, Florida on this _____ day of _____, 2026.

Kenneth A. Sims, Sr.
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

Town Council First Reading: June 4, 2026
Town Council Publication: June 17, 2026
Town Council Public Hearing: July 2, 2026
Town Council Final Reading: July 2, 2026



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Public Hearing & Regular Meeting Meeting Date: July 2, 2026

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

SUBJECT: Planning & Zoning Board recommendation to the Town Council for approval of Ordinance No. 2026-04, an Ordinance establishing procedures for the review and approval of Certified Recovery Residences pursuant to section 397.487, Florida Statutes; providing for conflict, severability, administrative correction of scrivener's errors, publication and effective date. Adopting on First Reading and Set Second Public Hearing & Final Reading for August 6, 2026.

BACKGROUND:

See attached documents.

FINANCIAL IMPACT:

All financial expenses to be covered by applicant.

RECOMMENDATION:

Town Council adoption of Ordinance No. 2026-04, on First Reading and Set Second Public Hearing & Final Reading for August 6, 2026.

ORDINANCE NO. 2026-04

AN ORDINANCE ESTABLISHING PROCEDURES FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES PURSUANT TO SECTION 397.487, FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, on June 18, 2025, Senate Bill 954 was signed by the Governor, amending section 397.487, Florida Statutes, effective July 1, 2025, requiring that by January 1, 2026, the governing body of each county or municipality shall adopt an ordinance to establish procedures for review and approval of certified recovery residences; and

WHEREAS, the Hilliard Town Code currently does not contain an ordinance implementing such procedures as contemplated by the Legislature; and

WHEREAS, the passage of this ordinance is intended to ensure that the Town of Hilliard fulfills its obligation under section 397.487, Florida Statutes; and

WHEREAS, the Town of Hilliard finds that this Ordinance is in the best interest and welfare of the residents of the Town.

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

Section 1: Authority

The Town Council of the Town of Hilliard has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

Section 2: Amending Chapter 62, "Zoning and Land Development Regulations"

The Code of Ordinances of the Town of Hilliard, Florida, Chapter 62, "Zoning and Land Development Regulations" is hereby amended by adding Article XIII, "Certified Recovery Residences", which reads as follows:

Sec. 62-572. – Purpose and Intent.

The purpose of this Article is to establish procedures for the review and approval of certified recovery residences within the Town, in accordance with Section 397.487, Florida Statutes, and in a manner consistent with applicable federal and state laws, including but not limited to: the Fair Housing Amendments Act of 1988 (42 U.S.C. §§ 3601 et seq.), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131 et seq.), and Section 397.487, Florida Statutes (collectively referred to herein as "Applicable Laws").

Sec. 62-573. – Definitions.

- (a) Certified Recovery Residence means a recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator.
- (1) A Level I Certified Recovery Residence houses individuals in recovery who have completed treatment, with a minimum of 9 months of sobriety, and is democratically run by the members who reside in the home.
 - (2) A Level II Certified Recovery Residence encompasses the traditional perspectives of sober living homes. There is oversight from a house manager who has experience with living in recovery. Residents are expected to follow rules outlined in a resident handbook provided by the certified recovery residence administrator. Residents must pay dues, if applicable, and work toward achieving realistic and defined milestones within a chosen recovery path.
 - (3) A Level III Certified Recovery Residence offers higher supervision by staff with formal training to ensure resident accountability. Such residences are staffed 24 hours a day, 7 days a week, and offer residents peer-support services, which may include, but are not limited to, life skill mentoring, recovery planning, and meal preparation. Clinical services may not be performed at the residence. Such residences are most appropriate for persons who require a more structured environment during early recovery from addiction.
 - (4) A Level IV Certified Recovery Residence is a residence offered, referred to, or provided by, a licensed service provider to its patients who are required to reside at the residence while receiving intensive outpatient and higher levels of outpatient care. Such residences are staffed 24 hours a day and combine outpatient licensable services with recovery residential living. Residents are required to follow a treatment plan and attend group and individual sessions, in addition to developing a recovery plan within the social model of living in a sober lifestyle. No clinical services are provided at the residence, and all licensable services are provided offsite.
- (b) Certified Recovery Residence Administrator means a recovery residence administrator who holds a valid certificate of compliance.
- (c) Community Housing means a certified recovery residence offered, referred to, or provided by a licensed service provider to individuals who are required to reside at the residence while receiving intensive outpatient or higher levels of outpatient care. Such housing is classified as a Level IV recovery residence, consistent with the level of support defined in Section 397.311(5), Florida Statutes.
- (d) Credentialing Entity means an organization approved by the Florida Department of Children and Families (“DCF”) to issue and monitor recovery residence certifications under Section 397.487, Florida Statutes.

- (e) Licensed Service Provider means a public agency, private for-profit or not-for-profit agency, organization, physician, hospital, or other private practitioner that is licensed under Chapter 397, Florida Statutes, to provide substance abuse services through one or more licensed service components.

Sec. 62-574. – Applicability.

This Article applies to all certified recovery residences within the corporate limits of the Town. Nothing herein shall be construed to permit the establishment of uncertified recovery residences or to waive compliance with other applicable laws.

Sec. 62-575. – Certification Requirement.

- (a) No recovery residence shall be established or operated within the Town unless it is certified by a DCF-approved credentialing entity under Section 397.487, Florida Statutes.
- (b) Proof of current certification shall be provided at the time of zoning compliance review or upon request by the Town.
- (c) Failure to maintain certification shall be grounds for enforcement and may result in revocation of any previously granted reasonable accommodation.

Sec. 62-576. – Review and Approval Procedures.

- (a) Certified recovery residences shall be treated as residential uses under applicable zoning classifications.
- (b) Review shall ensure compliance with applicable building, fire, and life safety codes, and shall not impose spacing, occupancy, or operational restrictions that are inconsistent with other residential uses, except as allowed by law.
- (c) The land use administrator shall be responsible for reviewing applications.

Sec. 62-577. – Reasonable Accommodation Request Process.

- (a) Pursuant to Section 397.487(15)(b), Florida Statutes, an applicant may request reasonable accommodation from any local land use regulation that serves to prohibit the establishment of a certified recovery residence.
- (b) Application. A request by an applicant for establishing a certified recovery residence under this Section shall be submitted in writing to the land use administrator on an application form approved by the Town. This form will be maintained by the land use administrator, as amended from time to time. The application shall contain such questions and requests for information as necessary for processing the certified recovery residence application request, including the following:
- (1) Submittal. A request by an applicant for the approval of a Certified Recovery Residence, or for reasonable accommodation from any of the Town's land use regulations that may prohibit the establishment of a certified recovery

residence, shall be submitted by the applicant, in writing, to the land use administrator on a form prescribed by the land use administrator. Upon receipt of the application, the Town shall date-stamp the application and, if additional information is required, notify the applicant in writing within thirty (30) days after receipt of the application and allow the applicant at least thirty (30) days to respond.

- (2) Application Content. The application shall contain such questions and requests for information as necessary for processing the Certified Recovery Residence application request, including the following:
- a. Name and contact information of the applicant or the applicant's authorized representative; and
 - b. Property address, parcel identification number, description of the property, and a survey of the property; and
 - c. Consent of the current owner of the subject property, if the applicant is not the owner of the subject property; and
 - d. A letter of intent identifying the existing zoning district of the property, including any previously approved conditions or modifications;
 - e. Description of the accommodation requested and the specific regulation or policy from which relief is sought. Specific citation to the portion of the Town's land use regulations from which the applicant seeks a reasonable accommodation and a statement of how the portion of the Town's land use regulations serves to prohibit the establishment of a certified recovery residence.
 - f. Confirm the general location of off-street parking.
- (c) Submission and Processing. An application will be considered complete by the land use administrator if it is submitted in the required form with all mandatory information and material. This provision does not preclude the identification and correction of information submitted by the applicant after an application is accepted.
- (1) The Town shall date-stamp each application upon receipt.
 - (2) If additional information is required, the Town shall notify the applicant in writing within 30 days of receipt of the application and allow at least 30 days for the applicant to respond.
 - (3) If the applicant fails to respond to the request for additional information, the land use administrator shall deny the request for relief upon the basis that it has been deemed abandoned and/or withdrawn. No further action by the Town concerning said relief request shall be required.
- (d) Final Determination. The Town shall issue a final written determination within 60 days of receiving a complete application. The Town's determination shall:

- (1) Approve the request in whole or in part, with or without conditions; or
- (2) Deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.
- (3) If a final written determination is not issued within 60 days after receipt of a completed application, the request shall be deemed approved, unless the applicant and the Town mutually agree in writing to a reasonable extension of time.
- (4) The Town may establish additional procedures or submittal requirements consistent with federal and state law. Such procedures shall not conflict with Section 397.487, Florida Statutes, and shall not require public hearings beyond the minimum required by law.

Sec. 62-578. – Criteria.

- (a) The Town shall apply the following criteria in considering a reasonable accommodation request for establishing a Certified Recovery Residence:
 - (1) Whether the applicant has established that he/she, or the individual on whose behalf the application was submitted, is protected under applicable laws.
 - (2) Whether the applicant has established that the requested accommodation is reasonable and necessary to afford the disabled individual an equal opportunity to use and enjoy the property.
 - (3) Whether the requested accommodation would impose an undue financial or administrative burden on the Town.
 - (4) Whether the requested accommodation would require a fundamental alteration in the nature of the land use and zoning regulations of the Town.
 - (5) If applicable, whether alternative reasonable accommodation could provide an equivalent level of benefit.
 - (6) Any other relevant criteria under applicable laws.
 - (7) That applicant adheres to all applicable state and federal laws relating to Certified Recovery Residences and can demonstrate the same, inclusive of all required licensures or credentials for operation of a Certified Recovery Residence.
 - (8) That the licensed service provider must have a paid certified employee on call during the time when individuals are at a Community Housing location, if applicable;
 - (9) That the certified recovery residence operating as Community Housing, which residence is actively managed by a certified recovery residence administrator

approved for 100 residents pursuant to Florida Statutes and is wholly owned or controlled by a licensed service provider electing to manage up to 150 residents, shall maintain a service provider personnel to-patient ratio of 1 to 8 and an onsite supervision at the residence during times when residents are at the residence with a personnel-to-resident ratio of 1 to 10, for a Level IV certified recovery residence;

- (10) That the certified recovery residence operating as Community Housing, which residence is actively managed by a certified recovery residence administrator approved for 100 residents pursuant to Florida Statutes and is wholly owned or controlled by a licensed service provider electing to manage up to 300 residents, shall maintain a service provider personnel to-patient ratio of 1 to 8 and maintain onsite supervision at the residence during times when residents are at the residence with a personnel-to resident ratio of 1 to 6.

Sec. 62-579. – Revocation of Granted Accommodation.

- (a) The Town may revoke a granted accommodation for cause, including but not limited to:
- (1) Violation of conditions of approval;
 - (2) Lapse, revocation, or failure to maintain certification; or
 - (3) Operation inconsistent with the representations made in the application.
- (b) A revoked accommodation may be reinstated if the cause for revocation is corrected within 180 days of the Town's notice of revocation.

Sec. 62-580. – Federal Law Compliance.

This Article does not relieve the Town of its obligations under the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq. The regulation for which the applicant is seeking a reasonable accommodation must not facially discriminate against or otherwise disparately impact the applicant.

Section 3: Conflict

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 4: Severability

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

Section 5: Codification

The text of Section 2 of this Ordinance shall be codified as a part of the Hilliard Town Code. The codifier is authorized to make editorial changes not affecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

Section 6: Administrative Correction of Scrivener's Errors

Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Council or Town Council's designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 7: Publication and Effective Date

This Ordinance shall become effective upon passage.

Adopted this _____ day of _____, 2026, by the Hilliard Town Council, Hilliard, Florida.

Kenny Sims
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John Beasley
Mayor

- Planning & Zoning Board Publication: June 10, 2026
- Planning & Zoning Board Public Hearing: June 25, 2026
- Town Council Publication: June 10, 2026
- Town Council First Reading: July 2, 2026
- Town Council First Public Hearing: July 2, 2026
- Town Council Publication: July 22, 2026
- Town Council Second Public Hearing: August 6, 2026
- Town Council Final Reading: August 6, 2026

Certified Recovery Residence

Required Application Submittals

The following items should be required for a complete application pursuant to Sec. 62-577.

Applicant Information

- Completed Town application form
- Applicant name
- Mailing address
- Phone number
- Email address
- Authorized representative information (if applicable)

Property Information

- Property address
- Parcel Identification Number (PID)
- Legal description of property
- Current zoning district
- Survey of property

Ownership Authorization

- Proof of ownership OR
- Written owner consent/authorization if applicant is not property owner

Recovery Residence Certification Documentation

- Copy of current certification issued by a DCF-approved credentialing entity
- Proof that the residence is actively managed by a Certified Recovery Residence Administrator
- Copy of administrator certification
- Identification of Recovery Residence Level:
 - Level I
 - Level II
 - Level III
 - Level IV

Licensed Service Provider Information

(If applicable)

- Copy of Chapter 397 license
- Contact information for licensed service provider
- Documentation demonstrating compliance with applicable staffing ratios for Level IV Community Housing

Letter of Intent / Operational Narrative

Include:

- Description of proposed use
- Number of residents proposed
- Description of supervision/management structure
- Statement identifying whether reasonable accommodation is requested
- Description of any accommodation requested
- Citation to Town regulation from which relief is sought
- Explanation of how regulation prohibits establishment of certified recovery residence

Site and Operational Information

- General location of off-street parking
- Floor plan or occupancy layout (recommended)
- Fire/life safety information (recommended)
- Emergency contact information
- Hours of operation/contact availability

Compliance Documentation

- Statement agreeing to maintain all required state certifications and licenses
- Statement acknowledging Town may revoke approval upon lapse of certification
- Any additional supporting documentation demonstrating compliance with:
 - Florida Statutes
 - Fair Housing Act
 - ADA requirements
 - Building and Fire Codes

Staff Intake Checklist

Administrative Completeness Review

Date Received

- Date stamp application upon receipt

Initial Completeness Review

Confirm application includes:

General

- Completed application form
- Application signed
- Required fees paid (if applicable)

Property Documentation

- Property address
- Parcel ID
- Survey included
- Legal description included

Ownership

- Proof of ownership OR owner authorization

Certification

- Valid recovery residence certification attached
- Certified administrator documentation attached

Operational Information

- Letter of intent included
- Recovery residence level identified
- Parking information provided

Reasonable Accommodation

(If requested)

- Specific regulation identified
- Written explanation included
- Accommodation request clearly stated

Completeness Determination

- Complete
- Incomplete

If Incomplete

Within 30 days:

- Send written request for additional information
- Provide minimum 30 days to respond

Abandonment

If no response is received:

- Mark application abandoned/withdrawn
- Issue denial letter

Technical Staff Review Checklist

Zoning Review

- Confirm zoning district
- Verify residential use classification
- Confirm no prohibited spacing or occupancy standards are being applied inconsistent with law
- Identify whether accommodation request is necessary

Building Review

- Occupancy classification reviewed
- Building code compliance confirmed
- Required permits identified

Fire/Life Safety Review

- Fire safety compliance verified
- Referred to Requirements
- Smoke/CO detection verified
- Occupancy load reviewed

Legal/ADA/Fair Housing Review

Evaluation:

- Whether applicant qualifies for protection under applicable laws
- Whether requested accommodation is reasonable and necessary
- Whether accommodation creates undue burden
- Whether accommodation fundamentally alters zoning scheme

Level IV Community Housing Review

(If applicable)

Verify:

- Staffing ratios
- Onsite supervision requirements
- Licensed service provider documentation

Final Decision Checklist

Approval Decision Deadline

- Final written determination due within 60 days of complete application

Written Determination Must:

If Approved

- State approval
- List any conditions
- Include expiration/revocation provisions if applicable

If Denied

- Provide objective evidence-based reasons
- Identify deficiencies
- Explain reconsideration process

Automatic Approval Warning

If no determination is issued within 60 days:

- Application deemed approved unless written extension agreement exists

Recommended Administrative Workflow

Step 1 — Intake

- Date stamp application
- Assign tracking number
- Create application file

Step 2 — Completeness Review

- Conduct 30-day completeness review
- Send deficiency letter if necessary

Step 3 — Interdepartmental Review

Route to:

- Zoning
- Building
- Fire
- Legal (if accommodation is requested)

Step 4 — Staff Evaluation

Prepare:

- Findings
- Recommended conditions
- Approval/denial recommendation

Step 5 — Final Written Determination

Land Use Administrator issues:

- Approval
- Approval of conditions
- Denial

Step 6 — Recordkeeping

Maintain:

- Application
- Determination
- Certifications
- Correspondence
- Inspection records

Step 7 — Ongoing Compliance Monitoring

Track:

- Certification expiration
- Complaints
- Violations
- Revocations

Additional Forms Recommended

You may also want staff to create:

- Certified Recovery Residence Application Form
- Reasonable Accommodation Request Form
- Completeness Review Form
- Staff Technical Review Sheet
- Approval Letter Template
- Denial Letter Template
- Revocation Notice Template
- Annual Certification Verification Form

The ordinance specifically authorizes the Town to establish additional administrative procedures and submittal requirements so long as they remain consistent with Florida law.

What We Should NOT Do

We should avoid:

- Special Exception style fees
- P&Z hearing fees
- Public hearing advertisement costs
- Large quasi-judicial review fees
- “Impact” style review fees

Zoning Districts Where This Could Be Denied

This becomes legally delicate.

Under §397.487 and federal fair housing law, certified recovery residences must generally be treated similarly to other residential uses.

That means the Town generally cannot:

- outright prohibit them from residential districts,
- impose special spacing requirements,
- or apply discriminatory occupancy rules.

Our ordinance already correctly states this.

Likely Hilliard Zoning Interpretation

Based on Hilliard's Chapter 62 structure and standard Florida zoning practice, certified recovery residences would most likely need to be treated as allowable residential uses within:

- Single-Family Residential districts
 - Multi-Family Residential districts
 - Possibly certain mixed-use residential districts
-

Districts Where Denial Would Be More Defensible

The Town would have stronger zoning grounds to deny or restrict a proposal in districts that are clear:

- Industrial
- Commercial

Reason:

The statute protects recovery residences as residential uses — not as unrestricted uses everywhere.

So if the underlying zoning district does not permit residential occupancy at all, denial is more defensible.

The BEST Zoning Reasons for Denial

The strongest zoning-based denials would be:

1. Residential Use Not Allowed in District

Example:

- Industrial zoning district
- Heavy commercial district with no residential component

This is likely defensible because the Town is not singling out recovery residences.

2. Failure to Meet Objective Life Safety Standards

Examples:

- Fire code violations
- Building occupancy violations
- Lack of egress
- Unsafe structure
- Septic capacity deficiencies
- Parking safety issues

These are specifically allowed under your ordinance.

3. Failure to Maintain State Certification

A very strong basis for denial or revocation.

Our ordinance already authorizes this.

4. False or Misleading Application Information

If:

- resident counts are misrepresented,

- staffing ratios are false,
 - or operational representations are inaccurate.
-

5. Failure to Provide Required Application Information

The statute expressly allows denial after failure to cure deficiencies.

Weak or Dangerous Grounds for Denial

These are likely high-risk legally:

- Neighborhood opposition
- Property values
- Generalized safety concerns
- Crime stereotypes
- “Too many in one area”
- Morality-based objections
- Special spacing requirements
- Occupancy limits not equally applied to other residences

These frequently trigger Fair Housing Act lawsuits.



TOWN OF HILLIARD
 APPLICATION – CERTIFIED RECOVERY RESIDENCE
 15859 W CR 108 Hilliard, FL 32046
 Phone: 904-675-6171 | buildingpermits@townofhilliard.com

For Staff Only	
File #: _____	ITEM-4
Application Fee: \$ _____	
Payment Processed By: _____	

Applicant Information

Applicant Name: _____

Phone: _____ Email: _____

Mailing Address: _____

Street
City
State
Zip Code

Property Address: _____

Street
City
State
Zip Code

Parcel ID or Tax ID Number: _____

Zoning Classification: _____

Legal Description of Property: _____

Authorized Representative Information

Applicant Name: _____

Phone: _____ Email: _____

Mailing Address: _____

Street
City
State
Zip Code

Emergency Contact Information

Applicant Name: _____

Phone: _____ Email: _____

Mailing Address: _____

Street
City
State
Zip Code

Role at Residence: _____

Recovery Residence Level

- Level I
- Level II
- Level III
- Level IV

Maximum Occupancy Information

Maximum Number or Residence: _____

Number of Employees/Administrators: _____

Will Staff Reside on-site? Yes No

Parking Information

Number of Existing Parking Spaces: _____

Number of ADA Spaces (if applicable): _____



TOWN OF HILLIARD
 APPLICATION – CERTIFIED RECOVERY RESIDENCE
 15859 W CR 108 Hilliard, FL 32046
 Phone: 904-675-6171 | buildingpermits@townofhilliard.com

Proposed Use

- New Recovery Residence
- Existing Residence Seeking Certification Approval
- Change of Operator
- Expansion of Existing Recovery Residence

Required Documentation

- Survey
- Certification Letter
- Administrator Certification
- Letter of Intent
- Floor Plan
- Parking Plan
- Fire/Life Safety Information

A recovery residence certified pursuant to Florida Statute 397.487 by a credentialing entity approved by the Florida Department of Children and Families (DCF).

I understand that certification must remain active and that expiration, suspension, or revocation of certification may invalidate approval by the Town. Approval of this application does not waive compliance with all applicable Town of Hilliard Land Development Regulations, Florida Building Code, Fire Code, or Florida Statutes. Applicants may request reasonable accommodation pursuant to the Fair Housing Act and applicable law. Approval shall remain valid only while the recovery residence maintains active certification and compliance with applicable regulations.

 Applicant Printed

 Applicant Signature

 Date



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Planning & Zoning Board Public Hearing Meeting Date: July 2, 2026

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

SUBJECT: Planning & Zoning Board to makes a recommendation to the Town Council regarding the Adoption of Ordinance 2026-04 for the Review and Approval of Certified Recovery Residences pursuant to section 397.487, Florida Statutes.

BACKGROUND:

The Town Attorney has advised that Senate Bill 954, which was signed into law by the Governor, requires each county and municipality to adopt an ordinance establishing procedures for the review and approval of certified recovery residences. Accordingly, the Town must amend its Code of Ordinances to establish regulations and procedures governing certified recovery residences in accordance with Florida law.

Ordinance 2026-04 has been prepared by the Town's legal counsel to ensure compliance with applicable Florida Statutes. The proposed ordinance was reviewed during the Town Council Workshop in May and was properly advertised for consideration by the Planning and Zoning Board, including a public hearing and recommendation to the Town Council.

In addition, Town administration has developed the necessary application review and approval procedures for this type of request. The Town Council will also be responsible for establishing the applicable application fee to cover the administrative processes associated with review and approval.

The Zoning Board reviewed the Ordinance at the 6.25.2026 PH and make the recommendation with a 4-1 vote for adoption of Ordinance 2026-04.

FINANCIAL IMPACT:

To be determined.

RECOMMENDATION:

Planning & Zoning Board makes the recommendation for Adoption to the Town Council of Ordinance 2026-04 for the Approval of Certified Recovery Residences pursuant to section 397.487, Florida Statutes.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: July 2, 2026

FROM: **Christian Waugh – Town Attorney**

SUBJECT: Town Council Consideration of the Purchase and Sale Agreement Submitted by New Leaf Communities, LLC for the Purchase of the Mikkelsen Estate Property

BACKGROUND:

On May 7, 2026, the Town Council directed the Town Attorney to begin negotiations with Mr. Todd Jones based on his submitted offer. On June 8, 2026, Mr. Jones withdrew his offer.

At the June 11, 2026, Council meeting, the Council directed Land Use Administrator Lee Anne Wollitz to contact New Leaf to determine whether the company remained interested in the property.

On June 15, 2026, representatives from New Leaf confirmed that they remain interested in purchasing the property. Following that confirmation, the Town Attorney requested that the matter be placed on the Council agenda for consideration of negotiations and/or approval of a purchase and sale agreement.

FINANCIAL IMPACT:

The sale of the property is expected to generate revenue that will:

- Offset costs exceeding the Florida Division of Emergency Management (FDEM) legislative appropriations designated for the Hurricane Shelter/Community Shelter Building
- Provide additional funds to help address current or future budget shortfalls

RECOMMENDATION:

Town Council to move forward based on the renegotiated terms with New Leaf Communities, LLC, represented by Mr. John H. Latshaw, Jr., for the purchase of the Town’s 40-acre Mikkelsen Estate property.

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT is made and entered into this ___ day of _____, 2026, by and between **NEW LEAF COMMUNITIES, LLC**, a Florida limited liability company (hereinafter referred to as the “Buyer”), and **TOWN OF HILLIARD**, a Florida municipal corporation (hereinafter referred to as the “Town”).

RECITALS

The Town is the owner of a 40-acre parcel, being identified by Nassau County R.E. Tax Parcel Number 20-3N-24-2020-0029-0000, and more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with all improvements, attached fixtures, if any, as may be presently located thereon, together with all appurtenant easements for ingress, egress and utilities, and other appurtenances thereto, together with all development rights, concurrency and other intangibles owned or utilized by or for the benefit of the Town in connection therewith (hereinafter referred to collectively as the “Property”).

The Town desires to sell and the Buyer desires to purchase such Property, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the covenants, promises, undertakings and agreements hereinafter set forth, the parties agree as follows:

1. Recitals. The above Recitals are true and correct, are material terms of this Agreement reflecting the intent and binding on the Parties in entering into this Agreement.

2. Sale and Purchase. The Town agrees to sell, convey, and transfer to the Buyer, and the Buyer agrees to purchase from the Town, the Property, on the terms and conditions stated herein.

3. Purchase Price. The purchase price for the Property shall be One Million Two Hundred Sixty Thousand Dollars and No/100 Dollars (\$1,260,000.00) (the “Purchase Price”). The Purchase Price shall be paid as follows:

a. Within three (3) Business Days after the “Effective Date” (as that term is hereinafter defined), Buyer shall deliver to Rogers Towers, P.A. (hereinafter referred to as the “Escrow Agent”), the sum of Twenty Thousand and No/100 Dollars (\$20,000.00) (hereinafter referred to as the “Initial Deposit”). The Initial Deposit will be held by the Escrow Agent in accordance with the terms of the Agreement.

b. Within three (3) Business Days after the expiration of the Inspection Period (as defined herein), as the same may be extended, Buyer shall deliver to Escrow Agent the sum of Fifteen Thousand and No/100 Dollars (\$15,000.00) (the “Additional Deposit” and together with the Initial Deposit, the “Deposit”). The Deposit shall be applicable to the Purchase Price at Closing.

c. The balance of the Purchase Price shall be payable by Buyer to the Town, in cash, by wire transfer, payable at the consummation of the transaction contemplated by this Agreement, as adjusted by any prorations (the "Closing"). The Deposit shall be applied as a credit against the Purchase Price at Closing.

4. Inspection Period. Buyer shall have a period of ninety (90) days commencing from the day after the Effective Date (hereinafter referred to as "Inspection Period"), to conduct an investigation of the Property. During the Inspection Period, Buyer shall have access to the Property to conduct any inspections or tests which Buyer deems necessary or desirable, including but not limited to soil tests and environmental audits in order to determine if the Property can be developed for the "Buyer's Intended Use". For purposes of this Agreement, the term "Buyer's Intended Use" shall mean the development and operation of the Property as a residential subdivision. The Buyer hereby agrees to indemnify and hold Town harmless from any loss or liability incurred by Town as a result of any of Buyer's actions relative to such activities, except for the discovery of conditions not created by Buyer or its agents. This indemnity shall survive the Closing or any earlier termination of this Agreement.

a. Buyer shall have the right to extend the Inspection Period for an additional thirty (30) day period, provided that Buyer shall simultaneously deliver an additional earnest money deposit of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "Extension Fee") to Escrow Agent upon exercising Buyer's extension right. ~~The Extension Fee shall be~~ The Extension Fee shall be included in the definition of the Deposit and shall remain refundable until the end of the Inspection Period (as extended). If Buyer proceeds past the Inspection Period, the Extension Fee shall become immediately non-refundable in all respects, except as otherwise expressly set forth in this Agreement, but shall be applicable to the Purchase Price at Closing.

b. If Buyer is not satisfied, in its sole discretion, as to all factors concerning the Property, Buyer shall be entitled by written notice to Town, within five (5) days after the termination of the Inspection Period (as may be extended herein), to cancel this Agreement and receive a full refund of the Deposit, (including the Extension Fee), and upon delivery of such notice to Town and the return of the Deposit ~~and Extension Fee, if applicable,~~ to Buyer, this Agreement shall be deemed null and void, and each party shall be relieved of all liabilities and obligations hereunder except for the indemnity provided by the Buyer to the Town pursuant to this Paragraph 4. If Buyer has not terminated this Agreement, as provided herein, or defaulted hereunder, the right of entry and investigation granted in this Paragraph 3 shall continue unabated through Closing or until this Agreement is otherwise terminated.

c. Within fifteen (15) days after the Effective Date of this Agreement, the Town shall deliver to the Buyer or Buyer's counsel copies of the following, to the extent such items are within the Town's possession and control: any development order, mobility fee agreements, protective covenants or plats affecting the Property, copies of all existing title insurance policies, boundary or topographical surveys, environmental reports, geotechnical reports, engineering plans, permits, approvals, licenses and any and all other applications, agreements, documents or instruments relating to the Property, as well as a true and correct summary of any and all assessments, impact fees, development rights or concurrency charges to be paid by Buyer for the development of the Property for Buyer's Intended Use.

d. In the event Buyer elects to terminate this Agreement during the Inspection Period, Buyer shall, within fifteen (15) days following such termination, deliver to Town copies of all non-privileged third-party reports, studies, and materials obtained by or on behalf of Buyer with respect to the Property, including, without limitation, any survey, Phase I or Phase II environmental site assessments, geotechnical reports, wetlands delineations, and other similar due diligence materials (collectively, the “Reports”). All Reports shall be delivered for informational purposes only, without any representation or warranty by Buyer as to the accuracy or completeness thereof, and without any certification, reliance, or recourse rights in favor of Town. Town acknowledges and agrees that it shall accept and use the Reports in their existing condition, “as-is,” and at its sole risk.

5. Title; Survey. Within fifteen (15) days of the Effective Date, the Buyer shall obtain a title insurance commitment issued by a national title insurer acceptable to the Buyer (the “Title Company”). During the Inspection Period, the Buyer may obtain a current survey of the Property from a reputable surveyor (the “Survey”). The Buyer will have until fifteen (15) days after its receipt of the title insurance commitment and Survey (whichever is last to be received) within which to notify the Town in writing of any conditions, defects, encroachments or other objections to title or Survey not acceptable to the Buyer. Any matter disclosed by the title insurance commitment (other than liens removable by the payment of money, which the Town shall be obligated to discharge at closing) or by the Survey that is not timely specified in the Buyer’s written notice to the Town shall be deemed a “Permitted Exception”. In the event the Buyer timely objects to one or more title or Survey defects, the Town may elect to cure the same at or prior to Closing. If the Town chooses not to cure the title or Survey objections by Closing, then the Buyer may elect, in its sole and absolute discretion to either: (i) refuse to purchase the Property and terminate this Agreement and receive a return of the Deposit; or (ii) waive such objection(s) and close the purchase of the Property, subject to the objection(s), and without reduction of the Purchase Price.

6. Approval Period. The Town, in its proprietary capacity and not its capacity as a regulatory body, will cooperate with Buyer to obtain all Approvals. As used herein, “Approvals” shall mean (i) a rezoning to a Planned Unit Development (PUD) to allow for a minimum of 200 residential units (single-family, or a mix of single-family and multi-family units); (ii) a small-scale comprehensive land use plan amendment to change the future land use designation of the Property from Mixed Use to Medium Density Residential; and (iii) concurrency determinations, including water/sewer reservation and school concurrency. As used herein, the PUD shall be called the “Project”. The Buyer shall prepare the applications at its expense, and the Town shall be a co-applicant on all such applications. The Town shall waive all application, filing and notice fees and costs associated with the Approvals; provided, however, that Buyer shall be responsible for any school proportionate share fees imposed as a result of a lack of school capacity, should such a deficiency exist and Buyer elects to proceed with the Project. Buyer shall pursue the Approvals with diligence. Buyer shall be responsible for all costs and expenses associated with obtaining the Approvals, excluding all application and filing fees and notice costs, which are expressly waived and assumed by the Town. If the Approvals are denied, or if any conditions or restrictions imposed on the Property with respect to such Approvals are not acceptable to Buyer in Buyer’s sole and absolute discretion, then Buyer may terminate this Agreement by notifying

the Town in writing within five (5) Business Days after such denial or the determination that such conditions or restrictions are not acceptable.

7. Closing. The Closing of the purchase and sale of the Property will be conducted by wire transfer and overnight delivery to the Escrow Agent, and shall take place on the date that is the earlier of (i) thirty (30) days after Buyer's receipt of the Approvals, or (ii) one hundred eighty days (180) from the Effective Date of this Agreement (said date being herein referred to as the "Closing Date"), subject to the closing conditions set forth in Paragraph 6 below. Buyer may elect to close prior to the Closing Date by delivering notice of such election to the Town five (5) Business Days prior to the date on which Buyer wants to close. In such an event, the date specified in Buyer's notice shall be deemed the Closing Date.

a. The Purchase Price shall be paid in full by Buyer to Town in cash at the Closing, subject to any prorations, upon which the Deposit and Extension Fee (if applicable) shall apply as a part.

b. Upon receipt of the Purchase Price, Town shall (i) convey title in and to the Property to Buyer, or Buyer's nominee or assignee, by special warranty deed free and clear of all liens and encumbrances except for the Permitted Exceptions, and (ii) assign to Buyer, at no additional expense to Buyer, all permits, approvals, licenses, development rights, impact fee credits, fair share agreements, mobility fee agreements, concurrency and other intangible property rights related to the Property sufficient for Buyer to develop the Property for Buyer's Intended Use, if available, each in such form as is reasonably acceptable to Buyer.

c. At Closing, the Town shall furnish to Buyer (1) an owner's affidavit, in form acceptable to the Title Company, sufficient to provide "GAP" coverage and to remove standard printed exceptions to title in the Policy regarding (i) unrecorded matters (except general real estate taxes not yet due and payable); (ii) parties in possession; and (iii) mechanic's liens; (2) a non-foreign affidavit as defined by Internal Revenue Code Section 1445 in form reasonably acceptable to Buyer dealing with the subject matter of Section 1445 of the Internal Revenue Code; (3) a Survey Affidavit of no change to the Property since the date of such Survey in such form as approved by the Title Company; and (4) such other affidavits and resolutions as may be customarily required by the Title Company in order to insure the Buyer's title to the Property, including but not limited to a certified copy of the legislation authorizing the Mayor to enter into this Agreement and to sign the deed and other documents to be executed by the Town at the Closing. Buyer acknowledges that Town cannot make any warranties or certifications that would subject Town to liability for damages for which it may not legally responsible.

8. Closing Conditions.

a. The Buyer shall not be obligated to close the transaction contemplated herein unless and until each of the following conditions precedent are satisfied or waived pursuant to the terms of this Paragraph 6.

i. All of the Town's representations and warranties set forth in Paragraph b2 shall remain true and correct;

- ii. All Approvals for the Property shall be issued, final and not subject to appeal;
- iii. The Town has reserved sewer and water capacity for the Project;
- iv. The Town has removed the Existing Structure (as hereinafter defined); and
- v. Buyer shall have received a “marked up” Title Commitment subject only to the Permitted Exceptions.

b. The conditions to closing set forth in subparagraphs a.i. - v. above are hereinafter referred to as the “Conditions Precedent.” If any Condition Precedent is not satisfied at or prior to Closing (“Condition Satisfaction Date”), then Buyer may do one of the following:

- i. Terminate this Agreement and require the Escrow Agent to return to Buyer the entire Deposit and Extension Fee (if applicable), whereupon this Agreement shall be automatically terminated and all parties released from all further obligations hereunder;
- ii. Extend the Closing Date for such time as is required to satisfy the Conditions Precedent; or
- iii. Waive the unsatisfied Condition(s) Precedent and proceed with Closing.

Written notice of Buyer’s decision to (i) terminate this Agreement, (ii) waive the unsatisfied Condition(s) Precedent or (iii) extend the Closing Date to satisfy the Conditions Precedent shall be given by Buyer to Town within three (3) days after the Condition Satisfaction Date. Except as set forth in Paragraph 6 below, the failure of Buyer to give Town written notice of its election to either terminate this Agreement or waive any unsatisfied Condition(s) Precedent and proceed to Closing within three (3) days after the Condition Satisfaction Date shall be deemed to constitute an election by the Buyer to extend the Closing Date to satisfy the Condition(s) Precedent. Notwithstanding anything in the foregoing sentence to the contrary, nothing contained herein shall limit Buyer’s remedies under this Agreement in the event the unsatisfied Condition(s) Precedent constitutes a default of this Agreement by Town.

9. Closing Expenses. The Closing expenses shall be paid as follows:

a. Town’s Closing Expenses. The Town shall pay the cost of any curative title documents for encumbrances it elects to cure; any documentary stamp/transfer and intangible taxes due on the deed; and the Town’s attorneys’ fees.

b. Buyer’s Closing Expenses. The Buyer shall pay the cost for recording the deed; the owner’s title insurance policy (in the full amount of the Purchase Price) and all related search and abstract fees and endorsements thereto; the cost of the Survey; and its attorneys’ fees.

10. Possession. Possession of the Property will be delivered to Buyer at Closing.

11. Risk of Loss. All risk of loss to the Property shall remain upon the Town until the conclusion of the Closing. If, before Closing, any material portion of the Property is damaged by casualty, or if any material portion of the Property is taken or threatened by eminent domain, or if there is a material obstruction of access by virtue of a taking by eminent domain, the Town shall notify the Buyer thereof and the Buyer shall have the option to:

a. terminate this Agreement upon notice to the Town given within ten (10) Business Days after such notice from the Town, in which case the Buyer shall receive a return of the Deposit and Extension Fee, if applicable; or

b. proceed with the purchase of the Property, in which event the Town shall assign to the Buyer all the Town's right, title and interest in all amounts due or collected by the Town under applicable casualty insurance policies, if any, or as condemnation awards. In such event, the Purchase Price shall be reduced by the amount of any insurance deductible to the extent it reduces the insurance proceeds payable.

12. Representations and Disclosures by Town. Town hereby represents and warrants to Buyer, which representations and warranties shall remain true through the Closing Date:

a. There are no violations of any federal, state or local law, ordinance, rule, regulation, statute or governmental code or ordinance affecting the Property of which the Town or any of its agents have knowledge.

b. There is no known litigation or administrative proceeding, including any condemnation or eminent domain proceeding, pending, or to the best of Town's knowledge, threatened, which affects the Property or any portion thereof.

c. That the individual executing this Agreement on behalf of the Town is the duly elected, qualified and acting officer as indicated; and the execution of this Agreement by said individual is authorized by and binding on Town.

d. There are no leases, rights of first refusal, options or other contracts affecting the Property, or other parties in possession of the Property, which are not referred to in this Agreement and, during the term of this Agreement, Town shall not enter into any lease, right of first refusal, option or other contract affecting the Property without Buyer's prior written consent.

e. To the best of Town's knowledge and except as may be otherwise disclosed in any environmental report(s) delivered to, or made available to, Buyer pursuant to Paragraph 4 hereof, no hazardous or toxic materials are present in, on or under the Property and the Property has never been used by Town or any entity for the unlawful storage, handling, manufacture, transportation, or use of hazardous materials. As used herein, "hazardous or toxic materials" shall include any and all materials or substances which are regulated by, or the presence of which

could give rise to liability for an owner of property for removal or cleanup, under any federal, state, or local law, statute, rule, regulation or ordinance.

f. To the best of Town's knowledge, except as may be otherwise disclosed in the environmental report(s) delivered to, or made available to, Buyer pursuant to Paragraph 4 hereof, no landfill operation is located on, contemplated to be located on, has been conducted on the Property or any of the lands adjacent to the Property.

Town agrees to notify the Buyer promptly if any representation or warranty made in this Paragraph 12 becomes untrue prior to Closing.

13. Default.

a. Breach by the Town. If the Town breaches this Agreement, the Buyer may as its sole remedy and relief hereunder either terminate this Agreement, seek specific performance, or seek other equitable relief to enforce the obligations of the Town under this Agreement.

b. Buyer Default. If Buyer defaults in its obligation to purchase the Property in accordance with the terms of this Agreement or otherwise defaults in its obligations hereunder that are to be performed at or before Closing and fails to cure such default within ten (10) days after notice thereof from Town, Town's sole and only remedy against Buyer for Buyer's default shall be to retain the Deposit and Extension Fee (if applicable) paid by Buyer as liquidated and agreed upon damages. It is agreed by the parties that such amount is a fair and reasonable measure of the damages to be suffered by Town in the event of such default and that the exact amount thereof is incapable of ascertainment. In the event of such default by Buyer, Escrow Agent shall promptly give Buyer written notice of any request by Town for Escrow Agent to pay over the Deposit and Extension Fee (if applicable) and, unless Buyer, within three (3) Business Days after receipt of such notice from Escrow Agent, delivers to Escrow Agent written objection to such delivery of the Deposit and Extension Fee (if applicable), Escrow Agent shall pay over the Deposit and Extension Fee (if applicable) to Town within five (5) Business Days after Escrow Agent's notice to Buyer.

14. Real Estate Broker. Neither party has engaged any broker, finder or other agent whatsoever with respect to this transaction, so as to cause any broker, finder or agent to be entitled to a broker's or finder's fee or commission with respect to this transaction.

15. Notices. Any notice required or permitted to be delivered under this Agreement shall be deemed to be delivered whether or not actually received, when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or with a nationally recognized overnight carrier, all charges prepaid, and when sent by electronic transmission (and accompanied by a copy sent by United States mail, first class mail, postage prepaid) and addressed to the Town or the Buyer, as the case may be, at the addresses set forth below or at such other address as such party may designate by written notice to the other:

To the Town: Town of Hilliard, Florida
c/o Lisa Purvis, Town Clerk
15859 W. Co. Rd. 108
Hilliard, FL 32046
Phone: 904-845-3555
Fax : 904-845-1221
lpurvis@townofhilliard.com

With a copy to: Waugh PLLC
c/o Christian W. Waugh, Town Attorney
201 E. Pine Street, Suite 315
Orlando, FL 32801
Phone: 321-800-6008
Fax: 844-206-0245
waughlaw@townofhilliard.com

To the Buyer: New Leaf Communities, LLC
Attn : John Latshaw, Esq.
4651 Salisbury Road, Suite 330
Jacksonville, Florida 32256
jlatshaw@newleafci.com

With a copy to: Rogers Towers, P.A.
1301 Riverplace Blvd., Suite 1500
Jacksonville, Florida 32207
Attn : Courtney P. Gaver
Phone : 904-473-1388
Fax : 904-396-0663
CGaver@rtlaw.com

Escrow Agent Rogers Towers, P.A.
1301 Riverplace Blvd., Suite 1500
Jacksonville, Florida 32207
Attn : Courtney P. Gaver
Phone : 904-473-1388
Fax : 904-396-0663
CGaver@rtlaw.com

16. Entire Agreement. This Agreement contains the entire agreement between the Town and the Buyer concerning the sale of the Property, and no statement, agreement, representation, or understanding shall be binding on either party unless it is contained in this Agreement. No modification of this Agreement shall be binding on either party unless in writing and signed by the party to be bound. The parties agree that the description in Exhibit "A" shall be revised to be the legal description in the survey contemplated in Paragraph 5 of this Agreement or as approved by the Town's surveyor (the "revised legal description"), and such a

revision of the legal description of the Property shall not require a written amendment to this Agreement. Town's execution and delivery of the closing instruments containing the revised legal description, and the Buyer's acceptance of said instruments containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

17. Historic Home. Notwithstanding anything herein to the contrary, the parties acknowledge that the Mickelson 1941 historic house (collectively, the "Existing Structure") is currently located on the Property. The Existing Structure shall be expressly excluded from the Property to be conveyed by the Town to Buyer at Closing. Prior to Closing, the Town shall, at its sole cost and expense, auction, relocate, or otherwise remove the Existing Structure from the Property. The removal or relocation of the Existing Structure by the Town prior to Closing shall be a condition precedent to Closing. In the event the Town fails to remove or relocate the Existing Structure prior to Closing, Buyer shall have the right to terminate the Purchase and Sale Agreement by providing written notice to the Town, and the Deposit and Extension Fee, if applicable, shall be promptly returned to Buyer by Escrow Agent. The Town shall indemnify, defend, and hold harmless Buyer from and against any and all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or relating in any way to the removal, relocation, auctioning, or disposition of the Existing Structures, including but not limited to any claims brought by third parties in connection with such activities. The Town's indemnification obligations set forth herein shall survive Closing or any earlier termination of this Agreement.

18. Miscellaneous.

a. Non-liability of Town Officials. No member, official or employee of the Town shall be personally liable to the Buyer or to any person or entity with whom the Buyer shall have entered into any contract, or to any other person or entity, in the event of any default or breach by the Town, or for any amount which may become due to the Buyer or any other person or entity under the terms of this Agreement.

b. Assignment. This Agreement is assignable to any entity controlled or a majority of which is owned by Buyer or an entity which is a parent, subsidiary or affiliate of Buyer. Except as expressly provided in the foregoing, Buyer may not assign its interest in this Agreement without the Town's prior written consent, which consent shall not be unreasonably withheld.

c. Time. TIME IS OF THE ESSENCE of this Agreement. If the last day for the performance of any obligation or happening of any event set forth herein should fall on a day other than a "Business Day" (as defined below), then the time period for performing such obligation or happening of event shall be extended until the next Business Day. For purposes of this Agreement, the term "Business Day" shall mean any day other than a Saturday, Sunday or any day on which commercial banks are authorized to close under the laws of the State of Florida.

d. Amendment. No provision of this Agreement may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement thereof is sought, and then only to the extent set forth in the instrument.

e. Governing Law / Exclusive Venue. This Agreement will be governed by, and construed in accordance with, the law of the State of Florida. Venue for any actions arising hereunder, inclusive of claims against the Escrow Agent as to the Deposit (and Extension Fee if applicable) hereunder, shall be solely and exclusively brought in the Circuit Court for the County in which the Property is located. The Escrow Agent joins in this Agreement to acknowledge its duty as Escrow Agent pursuant to the terms hereunder and to be bound by this jurisdiction and exclusive venue provision.

f. Counterparts/Facsimile/.pdf Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

g. Binding Effect. This Agreement will be binding on and will inure to the benefit of the parties hereto and their respective, heirs, personal representatives, successors and permitted assigns, subject to approval by the Town Council and an appropriation for Town expenditures hereunder.

h. Escrow Agent. Buyer and Town both hereby acknowledge and agree that Escrow Agent shall hold and deliver the Deposit and Extension Fee (if applicable) in accordance with the terms and conditions of this Agreement. Escrow Agent shall be relieved from any responsibility or liability and held harmless by both Buyer and Town in connection with the discharge of any of Escrow Agent's duties hereunder except in the event of the negligence or willful misconduct of Escrow Agent in the discharge of said duties. In the event of any dispute between the Buyer and Town as to the disbursement of the Deposit and Extension Fee (if applicable), Escrow Agent shall have the right to tender the Deposit and Extension Fee (if applicable) into the Registry of a Court of competent jurisdiction and, upon such tender, Escrow Agent shall be discharged from any and all further obligations and liabilities hereunder. In the event that either party makes a demand (which demand shall be in writing) on Escrow Agent for disbursement of the Deposit and Extension Fee (if applicable) to that party, Escrow Agent shall provide a copy of such demand to the other party. Unless the other party provides to Escrow Agent a written objection to such disbursement within five (5) days of the date of such notice, Escrow Agent may disburse the Deposit and Extension Fee (if applicable) to the party making the request, and such disbursement shall release Escrow Agent from any further liability hereunder. Escrow Agent agrees to receive and hold the Earnest Money in accordance with the terms of this Agreement, and to deposit the Deposit and Extension Fee (if applicable) as set forth herein. By their execution and delivery of this Agreement, Buyer and Town acknowledge and confirm that under certain circumstances deposits (including the funds subject to this Agreement) may not be insured or fully insured by the Federal Deposit Insurance Corporation ("FDIC"). Each party has

made its own analysis of FDIC insurance regulations affecting, or potentially affecting, the funds subject to this Agreement and is not relying upon any advice from the Escrow Agent as to FDIC matters. Simultaneously with final disbursement of the escrow funds pursuant to this Agreement, Escrow Agent shall be released of all liability and responsibility under this Agreement. Escrow Agent undertakes and agrees to perform only such duties as expressly set forth herein. The duty of Escrow Agent hereunder shall be limited to the safekeeping of the escrow funds and the disposition of same in accordance with the provisions hereof. Buyer and Town hereby release Escrow Agent from any losses incurred with respect to funds deposited hereunder by reason of the absence of or insufficiency of FDIC insurance with respect to such funds. The parties acknowledge that the Escrow Agent also represents Buyer, and Escrow Agent shall not be prohibited from further representation of Buyer by virtue of Escrow Agent's having acted as the escrow agent under this Agreement.

i. **Waiver of Jury Trial.** BUYER AND TOWN, JOINTLY AND SEVERALLY, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS, WHETHER VERBAL OR WRITTEN, OR ACTIONS OF EITHER PARTY.

j. **Radon.** Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(Signatures Appear On The Following Page)

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above appearing.

BUYER:

Town:

NEW LEAF COMMUNITIES, LLC, a Florida limited liability company

TOWN OF HILLIARD, a Florida municipal corporation

Name: _____

Kenneth A. Sims
Council President

By: _____

Its: _____

ATTEST:

Date: _____

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

FORM APPROVED
As to Town only:

Christian Waugh, Town Attorney

“ESCROW AGENT”

ROGERS TOWERS, P.A.

By: _____

Name: Courtney P. Gaver

Its: Shareholder

Date: _____

EXHIBIT A

LEGAL DESCRIPTION/PROPERTY IDENTIFICATION



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: July 2, 2026

FROM: ***Gabe Whittenburg – Parks & Recreation Director***

SUBJECT: Town Council Approval of Emergency Capital Expenditures in the Amount of \$36,885.00 for Emergency Repairs and Replacement of the Town Annex Building Roof.

BACKGROUND:

The Annex Roof is in a state of severe damage and leaks with heavy rains. An insurance claim was filed but denied. This is an emergency request to have the roof repaired/replaced as it is a safety hazard with our summer camp and has already required commercial cleaning due to internal water damage in the building.

FINANCIAL IMPACT:

\$36,885.00

This is a forecasted expense, but necessary for the functioning of the Department.

RECOMMENDATION:

Town Council Approval of Emergency Capital Expenditures in the Amount of \$36,885.00, by Tropic Aire for Emergency Repairs and Replacement of the Town Annex Building Roof.



TROPIC AIRE OF N. FL. INC.
9969 OLD KINGS RD. JACKSONVILLE FL. 32219
CAC057369 / ER13016159 / CGC1535677 / CCC1335455

May 28, 2026

Gabe Whittenburg, Recreation Director
 Town of Hilliard
 P O Box 249
 Hilliard Fl. 32046
 g.whittenburg@townofhilliard.com

RE; Parks Dept Main Office, Oxford St.

Roof replacement and Deck damage repair.
 Complete Roofing replacement with 65+- Sq of CERTAINTEED Flintlastic Smooth base sheet with Granulated Cap sheet, Integrated Roofing System. Limited (12) Year Manufacturer's Warranty.
 Includes; Up to (12) 4X8 Sheets of roof deck Plywood to match existing remaining deck. (Additional Roof deck plywood Sheets if needed to be billed at \$125.00 per sheet.)

Total task costs; \$36,885.00

INCLUDES; Required Permits, Inspections and Waste disposal.

EXCLUDES; Soffits, Gutter or any Item not specifically listed.

Thank You!
 Jim Jones

<https://www.facebook.com/tropicairejax/>
<https://www.tropicaire.net/>



CERTIFIED
 PROFESSIONAL





AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: July 2, 2026

FROM: ***Gabe Whittenburg – Parks & Recreation Director***

SUBJECT: Town Council approval of Position Process for Myron Saunders transition from Introductory/Probationary status to Regular Full-Time Programs Coordinator.

BACKGROUND:

Director will provide status update on probation to regular full-time status.

FINANCIAL IMPACT:

See position process form attached.

RECOMMENDATION:

Town Council approval of Position Process for Myron Saunders transition from Introductory/Probationary status to Regular Full-Time along with title change.

**TOWN OF HILLIARD
TOWN CLERK'S OFFICE
Position Process**

Regular Meeting: April 2, 2026

Applicant: Myron Saunders

Position: Gym Attendant and Sports Programs Coordinator.

Pay Rate: Grade 3 / Step 6
\$19.62/HR

Position Starts: April 6, 2026 – Introductory/Probationary Period

Position Status: July 6, 2026 – Regular Full Time Position (Non-Exempt)

Position Requirements:

This position requires ensuring Fitness Center is stocked and clean while also providing customer service to members. This includes supporting their fitness needs and ensuring members are using equipment safely and as designed. Sports Program Coordinator responsibility will require providing support to the Program Manager as it relates to sports programs offered at Parks & Recreation. This includes administration of teams, officiating or coordination of officials, coaching youth sports teams, grounds maintenance, field set up and breakdown. Additional duties as required.

Position Information:

The purpose of this classification is to support the execution of sports programming at Hilliard Parks & Recreation as those continue to expand. The position will report directly to the Parks & Recreation Director with dotted line relationship to Program Manager.

Conditions of Employment:

Employee is a current town employee.

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

Employee Information:

Current Parks & Recreation Employee in Fitness Center.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: July 2, 2026

FROM: ***Gabe Whittenburg – Parks & Recreation Director***

SUBJECT: Town Council approval of Position Process for Shelby Turner transition from Introductory/Probationary status to Regular Full-Time Event Coordinator – Social Media Coordinator.

BACKGROUND:

Director will provide status update on probation to regular full-time status.

FINANCIAL IMPACT:

See position process form attached.

RECOMMENDATION:

Town Council approval of Position Process for Shelby Turner transition from Introductory/Probationary status to Regular Full-Time along with title change.

**TOWN OF HILLIARD
TOWN CLERK'S OFFICE
Position Process**

Regular Meeting: April 2, 2026

Applicant: Shelby Turner

Position: Event and Social Media Coordinator

Pay Rate: Grade 3 / Step 6
\$19.62/HR

Position Starts: April 6, 2026 – Introductory/Probationary Period

Position Status: July 6, 2026 – Regular Full Time Position (Non-Exempt)

Position Requirements:

Position Requires coordination of all Town Events. This includes vendor solicitation and coordination, event venue prep, set-up and break down. Facilitate HAC meeting with Mayor and provide notes/documentation regarding outcomes. Support all Parks & Recreation games and practice venues. Maintain and update social media as it relates to Town Activities.

Position Information:

The purpose of this classification is to organize and execute Town Events. This requires coordination within Parks & Recreation as well as across other departments that may be affected (Town Hall, Old Town Hall, Public Works). Position will require regular updates to Social Media platforms regarding Town News and Events. This position will provide broad support across the parks and recreation department and report directly to the Parks & Recreation Director.

Conditions of Employment:

Current Parks & Recreation Employee

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

Employee Information:

Current Parks & Recreation Employee in our Summer Camp, After School as well as back-up in our office performing administrative tasks.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: July 02, 2026

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

SUBJECT: Town Council approval of Capital Budget Expenditure of Sewer MH Lining/Repair at the cost of \$12,200.92 from Site Savvy Inc a sole source vendor for repairing manhole numbers 33, 92, and 76A.

BACKGROUND:

The three manholes identified in this repair request have been field-verified and confirmed to exhibit ongoing infiltration and inflow (I/I) issues requiring corrective action.

FINANCIAL IMPACT:

Capital Budget \$50,000.00

RECOMMENDATION:

Town Council approval of Capital Budget Expenditure of Sewer MH Lining/Repair at the cost of \$12,200.92 from Site Savvy Inc a sole source vendor for repairing manhole numbers 33, 92, and 76A.

Site Savvy Inc

36287 Acorn Pl Hilliard, Fl 32046

(904)742-0416

geigerfarms13@gmail.com

ESTIMATE

#2003

Date: 2026-06-17

Valid until: 2026-07-17

CLIENT

Town Of Hilliard C/O Cory Hobbs
 15859 West County Rd 108 Hilliard, Fl 32046
 (904)719-1012
 chobbs@townofhilliard.com

PROJECT

Manhole Repair
 New Front St. / Illinois St. Hilliard, Fl 32046

ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
MATERIALS				
8" SDR-26 Pipe	1	joint	\$250.00	\$250.00
8" Coupling PVC to Clay	1	each	\$110.00	\$110.00
Non Shrink Grout/Cement	3	each	\$45.00	\$135.00
Mastic Paint Protection	2	each	\$65.00	\$130.00
Asphalt	4	tons	\$125.00	\$500.00
Tack	2	each	\$55.00	\$110.00
LABOR				
Laborers (3 men)	2	Day	\$600.00	\$1,200.00
Supervisor/Operator	2	Day	\$800.00	\$1,600.00
OTHER				
E50 Excavator	2	Day	\$350.00	\$700.00
Dump Trailer	1	Day	\$150.00	\$150.00
Locates	1	each	\$75.00	\$75.00
		Subtotal		\$4,960.00
		Total		\$4,960.00

Notes & Terms

If any unforeseen site conditions are discovered once accessing the manhole that require work beyond the scope outlined in this estimate, such additional work will be subject to additional charges at prevailing rates after client approval. Warranty for this type of Restoration is valid for 1 year after completion of job. Payment terms: Due Upon Receipt.

Contractor Signature

Client Signature

This estimate is valid for 30 days from the date above unless otherwise noted. Prices are subject to change based on actual site conditions. Generated with DocJoist (docjoist.com).

Site Savvy Inc

36287 Acorn Pl. Hilliard, Fl 32046

(904)742-0416

geigerfarms13@gmail.com

ESTIMATE

#2002

Date: 2026-06-15

Valid until: 2026-07-15

CLIENT

Town Of Hilliard C/O Cory Hobbs
 15859 W. County Rd 108 Hilliard, Fl 32046
 (904)719-1012
 chobbs@townofhilliard.com

PROJECT

Manhole Restoration
 Ohio St./ Bay St.

ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
MATERIALS				
Epoxy Resin Inj. System	6	Gallons	\$225.00	\$1,350.00
Hot Shot Setting Cartridge	4	each	\$60.32	\$241.28
Patch n Plug Hydraulic	2	each	\$142.59	\$285.18
LABOR				
General labor / cleanup	8	hour	\$128.00	\$1,024.00
OTHER				
Equipment (Epoxy Pump)	1	day	\$320.00	\$320.00
Confined Space Equipment	1	day	\$400.00	\$400.00
		Subtotal		\$3,620.46
		Total		\$3,620.46

Notes & Terms

If any unforeseen site conditions are discovered once accessing the manhole that require work beyond the scope outlined in this estimate, such additional work will be subject to additional charges at prevailing rates after client approval.

Warranty for this type of Restoration is valid for 1 year after completion of job.

Payment terms: Due Upon Receipt.

 Contractor Signature

 Client Signature

This estimate is valid for 30 days from the date above unless otherwise noted. Prices are subject to change based on actual site conditions. Generated with DocJoist (docjoist.com).

Site Savvy Inc

36287 Acorn Pl. Hilliard, Fl 32046

(904)742-0416

geigerfarms13@gmail.com

ESTIMATE

#2002

Date: 2026-06-15

Valid until: 2026-07-15

CLIENT

Town Of Hilliard C/O Cory Hobbs
 15859 W. County Rd 108 Hilliard, Fl 32046
 (904)719-1012
 chobbs@townofhilliard.com

PROJECT

Manhole Restoration
 Michigan St. /W.
 5th Ave.

ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
MATERIALS				
Epoxy Resin Inj. System	6	Gallons	\$225.00	\$1,350.00
Hot Shot Setting Cartridge	4	each	\$60.32	\$241.28
Patch n Plug Hydraulic	2	each	\$142.59	\$285.18
LABOR				
General labor / cleanup	8	hour	\$128.00	\$1,024.00
OTHER				
Equipment (Epoxy Pump)	1	day	\$320.00	\$320.00
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 Contractor Signature

 Client Signature

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AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: July 02, 2026

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

SUBJECT: Town Council approval of Capital Budget Expenditure of Well #2 rehab at Cost of \$8,400.00 from Partridge Well Drilling CO, INC a sole source vendor for breakdown, inspection, and recommendations.

BACKGROUND:

Well No. 2 has experienced a decline in pumping capacity, measured in gallons per hour, over the past several months. To evaluate the cause of the reduced production and determine the most appropriate corrective action, staff obtained a proposal from Partridge Well Drilling, a contractor with prior experience rehabilitating wells for the Town of Hilliard.

The proposed work includes pulling and inspecting the well components to identify necessary repairs and determine whether rehabilitation can restore the well's performance, rather than proceeding directly with a full well replacement.

Any additional repairs identified during the evaluation process will be presented to Town Council for review and approval as part of this capital improvement project prior to proceeding with the work.

FINANCIAL IMPACT:

Capital Budget \$50,000.00

RECOMMENDATION:

Town Council approval of Capital Budget Expenditure of Well #2 rehab at Cost of \$8,400.00 from Partridge Well Drilling CO, INC a sole source vendor for breakdown, inspection, and recommendations.



Contract # 51
 Date 6/19/2026
 Valid Through 07/19/2026

ITEM-11

Town of Hilliard,
 P O Box 249
 Hilliard FL 32046

SITE
 15859 CR 108
 Hilliard FL 32046
Contact Cory

Remove turbine pump from well #2, inspect, and make recommendations.	1	\$8,400.00	\$8,400.00
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Price does not include removing any old equipment.

A 50% deposit of \$4,200.00 will be needed to schedule Contract **Total Contract \$8,400.00**

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	R Stevens	6/19/2026
SID: 54094 CID 10158	4744 Collins Road - Jacksonville, FL 32244		PWD Representative	Date
				1/1

Invoice



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

Lisa Purvis
Town of Hilliard
15859 W CR 108
Hilliard, FL 32046

June 25, 2026
Project No: 201.M961060.000
Invoice No: 178256

8-INCH PARALLEL WATER MAIN EXTENSION TO FAA FACILITY (DESIGN ONLY)

CLIENT NO. 9610-60-1

Engineering services regarding the 8-inch Parallel Water Main Extension to FAA Facility (Design Only) project for the Town of Hilliard including progress toward engineering design services and permit applications.

Professional Services through June 12, 2026

Fee

Billing Phase	Fee	Percent Complete	Previous Fee Billing	Current Fee Billing
Engineering Design	84,840.00	100.00	76,356.00	8,484.00
Topographic Survey	17,200.00	100.00	17,200.00	0.00
Permit Applications	12,000.00	80.00	0.00	9,600.00
Construction Bidding Services	4,000.00	0.00	0.00	0.00
Construction Administration	36,360.00	0.00	0.00	0.00
Resident Project Representative Services	39,680.00	0.00	0.00	0.00
Record Drawings	5,600.00	0.00	0.00	0.00
Total Fee	199,680.00		93,556.00	18,084.00
		Total Fee		18,084.00
			Total this Invoice	\$18,084.00

Invoice



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

Lisa Purvis
Town of Hilliard
15859 W CR 108
Hilliard, FL 32046

June 25, 2026
Project No: 201.M961061.000
Invoice No: 178257
Due Date: July 25, 2026

MH 167 and MH 170 Repairs
Client No. 9610-61-1

Engineering services regarding the MH 167 and MH 170 Repairs project for the Town of Hilliard including completion of Item D. Construction Administration Services and overall project.

Professional Services through June 12, 2026

Fee

Billing Phase	Fee	Percent Complete	Previous Fee Billing	Current Fee Billing	
Item A. Engineering Design	11,200.00	100.00	11,200.00	0.00	
Item B. Topographic Survey	2,400.00	100.00	2,400.00	0.00	
Item C. Construction Bidding Services	1,200.00	100.00	1,200.00	0.00	
Item D. Construction Admin Services	3,600.00	100.00	2,880.00	720.00	
Total Fee	18,400.00		17,680.00	720.00	
		Total Fee			720.00
			Total this Invoice		\$720.00

INVOICE FOR PROFESSIONAL SERVICES

ITEM-14

PROJECT: Town of Hilliard Hurricane Shelter
Hilliard, FL

DATE: 06/15/26

INVOICE NO. 24022-13

TO: Lisa Purvis
Town of Hilliard
PO Box 249
Hilliard, FL 32046

PROJECT NO. 24022

lpurvis@townofhilliard.com
payables@townofhilliard.com

IN ACCORDANCE WITH THE AGREEMENT DATED

11/7/24

THERE IS DUE AT THIS TIME FOR PROFESSIONAL SERVICES AND REIMBURSABLE ITEMS ON THE ABOVE PROJECT, FOR THE PERIOD ENDING

06/15/26

THE SUM OF

DOLLARS \$

\$3,200.00

THE ABOVE AMOUNT SHALL BECOME DUE AND PAYABLE

30

DAYS FROM THE DATE HEREOF.

INTEREST ON OVERDUE ACCOUNTS SHALL ACCRUE AT

1.5% PERCENT

PER

Month

THE PRESENT STATUS OF THE ACCOUNT IS AS FOLLOWS:

Fee	\$572,000.00
Reimbursables	\$376.02
Total Fee	<u>\$572,376.02</u>

Fee Earned	\$408,176.02
Invoiced to Date	\$404,976.02

Total Amount Due this Invoice	\$3,200.00
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Invoice Reviewed and Approved by:



_____ Aldo Minozzi, AIA, Vice President



PQH Group Design Inc.
 4141 Southpoint Drive East, Suite 200
 Jacksonville, FL 32216
 T 904-224-0001
 info@pqh.com
www.pqh.com

INVOICE FOR PROFESSIONAL SERVICES

ITEM-14

Project: Town of Hilliard Hurricane Shelter
Hilliard, FL

To:
Town of Hilliard
PO Box 249
Hilliard, FL 32046

Invoice Date: 06/15/26
Invoice Number: 24022-13
Project Number: 24022

TOTAL AMOUNT DUE
THIS INVOICE: \$3,200.00

SERVICE RENDERED	TOTAL FEE	% COMPLETE	TOTAL DUE TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE
Site Assess & Prelim Design	22,000.00	100%	22,000.00	22,000.00	0.00
Schematic Design	30,000.00	100%	30,000.00	30,000.00	0.00
Design Development 30%	60,000.00	100%	60,000.00	60,000.00	0.00
Const. Documents 60%	76,000.00	100%	76,000.00	76,000.00	0.00
Const. Documents 90%	76,000.00	100%	76,000.00	76,000.00	0.00
Const. Documents 100%	40,000.00	100%	40,000.00	40,000.00	0.00
Bidding/Permitting	16,000.00	80%	12,800.00	9,600.00	3,200.00
Construction Observation	48,000.00	0%	0.00	0.00	0.00
Project Punch & Closeout	8,000.00	0%	0.00	0.00	0.00
Interior Design; Finish Selection	15,000.00	0%	0.00	0.00	0.00
Topo/Boundary Survey	8,000.00	100%	8,000.00	8,000.00	0.00
Geotechnical Engineering Rpt	8,000.00	100%	8,000.00	8,000.00	0.00
Civil Engineering	75,000.00	90%	67,500.00	67,500.00	0.00
Landscaping	15,000.00	50%	7,500.00	7,500.00	0.00
Design Contingency Allowance	75,000.00	0%	0.00	0.00	0.00
Previous Reimbursables	376.02	100%	376.02	376.02	0.00
Reimbursables this invoice x 1.15	0.00	0%	0.00	0.00	0.00
TOTAL	\$572,376.02	71%	\$408,176.02	\$404,976.02	\$3,200.00