

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
Joel Hall P.E., Public Works Director
Gabe Whittenburg, Parks & Rec Director

TOWN ATTORNEY

Christian Waugh

AGENDA

THURSDAY, APRIL 04, 2024, 7:00 PM

NOTICE TO PUBLIC

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

PLEDGE OF CIVILITY

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

CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING

ITEM-1

Ordinance No. 2024-01 – Block 159 – Vacating Alley
An Ordinance Relating to Public Right-of-Way or Alley; Making Findings;
Vacating Public Right-of-Way or Alley within or surrounded by Block 159; Plat of
the West Portion of Hilliard; within Town of Hilliard, Florida; authorizing recording
of a certified copy of this ordinance. For applicant Sylvester V. Helhoski, Sr.
Lee Anne Wollitz – Land Use Administrator

Open Public Hearing
Call for Public Comments
Close Public Hearing on Ordinance No. 2024-01

TOWN COUNCIL ACTION

Town Council to adopt Ordinance No. 2024-01, on Second and Final Reading.

PROCLAMATIONS

- ITEM-2** The Town of Hilliard Designates April 2024, as "Water Conservation Month" in the Town of Hilliard.
John P. Beasley - Mayor

REGULAR MEETING

- ITEM-3** Additions/Deletions to Agenda

- ITEM-4** Town Council approval to adopt Resolution No. 2024-06, accepting a Florida Department of Transportation Grant offer of a Public Transportation Amendment to the Public Transportation Grant Agreement and authorizing and directing the Hilliard Town Council to accept such agreement in the amount of \$15,000, for the Environmental Assessment for the North & South property acquisitions at the Hilliard Airpark.
Lisa Purvis, MMC – Town Clerk

- ITEM-5** Town Council approval to adopt Resolution No. 2024-07, accepting a Florida Department of Transportation Grant offer of a Public Transportation Grant Agreement and authorizing and directing the Hilliard Town Council to accept such agreement in the amount of \$300,000, for Obstruction Removal on the ends of the North & South runways at the Hilliard Airpark.
Lisa Purvis, MMC – Town Clerk

- ITEM-6** Town Council approval of the agreement between TopShelf Baseball Academy LLC and Town of Hilliard for the use of Baseball Grounds at North Oxford.
Gabe Whittenburg – Parks & Recreation Director

- ITEM-7** Town Council approval of the Town Hall Park Fence Installation, work provided by Wright Fence Co. in the amount of \$5,975 using the \$50,000 Municipal Grant funds from the Nassau County Board of Commissioners.
Gabe Whittenburg – Parks & Recreation Director

- ITEM-8** Town Council approval of the Town Hall Park Sidewalk Widening, work provided by Jordan Family Construction, LLC in the amount of \$16,000 using the \$50,000 Municipal Grant funds from the Nassau County Board of Commissioners.
Gabe Whittenburg – Parks & Recreation Director

- ITEM-9** Town Council to review and discuss Ordinance No. 2024-03, a sample ordinance addressing the circumstances in which government employees and officials can trespass citizens.
Christian Waugh – Town Attorney

- ITEM-10** Town Council approval to adopt Resolution No. 2024-08, accepting a Florida Department of Transportation offer of a State-Funded Grant Agreement and authorizing and directing the Hilliard Town Council to accept such agreement.
Lisa Purvis, MMC – Town Clerk

- ITEM-11** Town Council approval of the March 21, 2024, Regular Meeting Minutes.
Lisa Purvis, MMC - Town Clerk

ITEM-12 Town Council approval of the Payables through February 20, 2024, Project Name: 2024 IT Town Hall Refresh in the amount \$43,624.55.
CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$43,624.55

ITEM-13 Town Council approval of Franklin Equipment Sales, Payable through March 26, 2024, Project Name: Mower, in the amount of \$9,463.30
CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$9,463.30

ITEM-14 Town Council approval of Pay Request No. 1 for T B Landmark Construction, Inc., Payable through March 25, 2024, Project Name: FDEP LPA0302 Oxford Street Force Main Rerouting in the amount of \$161,512.44.
**FDEP LPA0302 GRANT FUNDED \$507,100 & CAPITAL FUNDED \$55,170
PROJECT LUMP SUM CONTRACT \$562,270**

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

MINUTES & TRANSCRIPTS

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

TOWN WEBSITE & YOUTUBE MEETING VIDEO

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

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

ADA NOTICE

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

APPEALS

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

PUBLIC PARTICIPATION

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

EXPARTE COMMUNICATIONS

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

2024 HOLIDAYS

TOWN HALL OFFICES CLOSED

- 1. Martin Luther King, Jr. Day Monday, January 15, 2024
- 2. Memorial Day Monday, May 27, 2024
- 3. Independence Day Monday Thursday, July 4, 2024
- 4. Labor Day Monday, September 2, 2024
- 5. Veterans Day Monday, November 11, 2024
- 6. Thanksgiving Day Thursday, November 28, 2024
- 7. Friday after Thanksgiving Day Friday, November 29, 2024
- 8. Christmas Eve Tuesday, December 24, 2024
- 9. Christmas Day Wednesday, December 25,2024
- 10. New Year’s Eve Tuesday, December 31, 2024
- 11. New Year’s Day Wednesday, January 1, 2025



AGENDA ITEM REPORT TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: April 4, 2024

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

SUBJECT: Town Council to consider Ordinance No. 2024-01, An Ordinance Relating to Public Right-of-Way or Alley; Making Findings; Vacating Public Right-of-Way or Alley within or surrounded by Block 159; Plat of the West Portion of Hilliard; within Town of Hilliard, Florida; authorizing recording of a certified copy of this ordinance. For applicant Sylvester V. Helhoski, Sr.

BACKGROUND:

See attached documents.

FINANCIAL IMPACT:

All financial expenses to be covered by applicant.

RECOMMENDATION:

Town Council to adopt Ordinance No. 2024-01, on Second and Final Reading.

ORDINANCE NO. 2024-01

AN ORDINANCE RELATING TO PUBLIC RIGHT-OF-WAY OR ALLEY; MAKING FINDINGS; VACATING PUBLIC RIGHT-OF-WAY OR ALLEY WITHIN OR SURROUNDED BY BLOCK 159; PLAT OF THE WEST PORTION OF HILLIARD; WITHIN 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 the Town owned alley within Block 159 of the Town Limits of Hilliard,

WHEREAS, the Town Council finds that it will further the public health, safety, and welfare of the citizens of the Town of Hilliard for 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 see no future need for the right-of-way or alley.

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 or alley as more specifically and graphically described in the Plat of the West Portion of the Town of Hilliard, Block 159.

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: March 7, 2024
Town Council Publication: March 20, 2024
Town Council Public Hearing: April 4, 2024
Town Council Final Reading: April 4, 2024

PLAT OF THE WEST PORTION OF THE TOWN OF HILLIARD IN NASBAU COUNTY FLORIDA

Scale 1" = 200'



23

STATE OF FLORIDA }
 COUNTY OF NASBAU }
 I, J. B. [Name], [Title], do hereby certify that the foregoing plat of the west portion of the town of Hilliard, Florida, is a true and correct copy of the original plat on file in the office of the County Clerk of said county, and that the same was filed for record on the [Date] day of [Month], 19[Year].

STATE OF ILLINOIS }
 COUNTY OF [Name] }
 I, [Name], [Title], do hereby certify that the foregoing plat of the west portion of the town of Hilliard, Florida, is a true and correct copy of the original plat on file in the office of the County Clerk of said county, and that the same was filed for record on the [Date] day of [Month], 19[Year].

Filed April 25th 190
 J. Lewis R. [Name]
 Clerk Co. Cl.
 Recorded April 25th 190
 Book By Page 223
 J. Lewis R. [Name]
 Clerk Co. Cl.



Town of Hilliard

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

FOR OFFICE USE ONLY

File # 20240131

Application Fee: \$ 850.00 pdck #

Filing Date: 1/31/24 Acceptance Date: _____

A. PROPOSED CLOSING, ABANDONING, OR VACATON

1. Street, Alley, Right of Way Name to be closed, vacated, or abandoned: _____
2. Legal Description: Block 159 of Hilliard Township mid Alley
3. Parcel ID Number(s) and/or Adjoining Parcel ID Number(s): 08-310-24-2380-0159-0010
08-310-24-2380-0159-0230
4. Acreage of closure, abandonment, or vacation: 25 X 125

B. APPLICANT

1. Applicant's Status Owner (title holder) Agent
2. Name of Applicant(s) or Contact Person(s): Sylvester V Helhoski Sr Title: _____
Company (if applicable): _____
Mailing address: 27455 W 2nd Ave
City: Hilliard State: FL ZIP: 32046
Telephone: (904) 945-0040 FAX: () e-mail: anne1369@aol.com

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

- Name of Owner (title holder): _____
- Company (if applicable): _____
- Mailing address: _____
- City: _____ State: _____ ZIP: _____
- Telephone: () _____ FAX: () _____ e-mail: _____

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

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

- 1. Legal description
- 2. Location Map clearly identifying the location of the proposed closure. (nassauflpa.com)
- 3. Survey of Property to be Vacated.
- 4. Appraisal of Property to be Vacated.

E. FEES

- 1. Right of Way (streets or alley or easements) - \$200 pre application fee & final application fee TBD
- 2. 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:

Sylvester V. Helkoski SR
Signature of Applicant

Signature of Co-applicant

Sylvester V. Helkoski SR
Typed or printed name and title of applicant

Typed or printed name of co-applicant

Jan 31/2024
Date

Date

State of Florida County of Nassau

The foregoing application is acknowledged before me this 31st day of Jan, 2024.

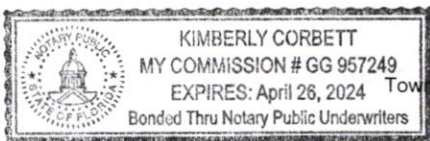
by Sylvester Helkoski, who is/are personally known to me, or who has/have produced

Drivers License as identification.

NOTARY SEAL

Kimberly Corbett

Signature of Notary Public, State of Florida



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

DWN OF HILLIARD
04-845-3555

EC#: 00170923 1/31/2024 10:53 AM
PER: AH TERM: 001
EF#: 2873
AID BY:

RAN: 104.0000 ZONING REVENUE
ROW VACANT-BLOCK 159
ZONING REVENUE 850.00CR

TENDERED: 850.00 CHECK
APPLIED: 850.00-
CHANGE: 0.00

APPRAISAL OF



LOCATED AT:

RIGHT OF WAY WITHIN BLOCK 159

FOR:

SYLVESTER MELHOSKI
27455 W SECOND AVE
HILLIARD, FL. 32046

BORROWER:

N/A

AS OF:

January 15, 2024

BY:

ANNA M JOWERS
CERT REG RD7077, EXPIRES 11/30/2024

File No. AJ24L0016

NO AMC
SYLVESTER HELHOSKI
27455 W SECOND AVE
HILLIARD, FL, 32046

File Number: AJ24L0016

In accordance with your request, I have appraised the real property at:

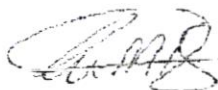
RIGHT OF WAY WITHIN BLOCK 159

The purpose of this appraisal is to develop an opinion of the market value of the subject property, as improved. The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the market value of the property as of January 15, 2024 is:

\$850
Eight Hundred Fifty Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.



ANNA M JOWERS
CERT RES RD7677, EXPIRES 11/30/2024

APPRAISALS FIRST CLASS, P A
LAND APPRAISAL REPORT

File No. AJ24L0016

ITEM-1

The purpose of this appraisal report is to provide the lender/client with an accurate supported opinion of the market value of the subject property.

CLIENT AND PROPERTY IDENTIFICATION

Property Address: **RIGHT OF WAY WITHIN BLOCK 159** City: **HILLIARD** State: **FL** Zip: **32016**
 Borrower: **N/A** Owner of Public Record: **TOWN OF HILLIARD** County: **NASSAU**
 Legal Description: **BLOCK 159 LOTS 1 2 3 4 5 R378467 & R378468 TOWN OF HILLIARD**
 Assessor's Parcel #: **08-3N-24-2380-0159-0010** Tax Year: **2022** R.E. Taxes: **0.00**
 Neighborhood Name: **Nassau** Map Reference: **00803N24E** Census Tract:
 Special Assessments: **(0.00)** PUD: Yes No HOA's: Per Year Per Month
 Property Rights Appraised: Fee Simple Feehold Other (describe):
 Assignment Type: Purchase Transaction Refinance Transaction Other (describe): **MARKET VALUE**
 Lender/Client: **SYLVESTER HELHOSKI** Address: **27455 W SECOND AVE, HILLIARD, FL 32046**

CONTRACT ANALYSIS

I did did not analyze the contract for sale of the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price: \$ **0** Date of Contract: Is the property sold the owner of public record? Yes No Data Source(s):
 Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No
 If Yes, report the total dollar amount and describe the items to be paid: \$

NEIGHBORHOOD DESCRIPTION

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				Gross-Unit Housing		Present Land Use %		
Location	<input type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input checked="" type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining	PRICE	AGE	Gross-Unit	50 %	
Build-Up	<input type="checkbox"/> Over 75 %	<input checked="" type="checkbox"/> 25-75 %	<input type="checkbox"/> Under 25 %	Demand/Supply	<input type="checkbox"/> Shortage	<input type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	\$/1000	(yr.)	2-4 Unit	0 %	
Growth	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	Marketing Time	<input type="checkbox"/> Under 3 months	<input type="checkbox"/> 3-6 months	<input type="checkbox"/> Over 6 months	0	Low	0	Multi-Family	
Neighborhood Boundaries: NORTH AND WEST BY GA/FL LINE, SOUTH RIVER RD, AND EAST BY MIDDLE RD, MOSTLY RURAL SFR'S.								High	56	Commercial	5 %	
								Prod.	15	Other	Undeveloped	45 %

	Good	Avg.	Fair	Poor		Good	Avg.	Fair	Poor
Convenience to Employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatibility	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Primary Education	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Public Fire Protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Recreational Facilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employment Stability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Overall Appeal to Market	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Neighborhood Description: **See Attached Addendum**

Market Conditions (including support for the above conclusions): **THE SUBJECT'S MARKET AREA APPEARS TO BE INCREASING OVER THE LAST TWELVE MONTHS, WITH A LACK OF SUPPLY AND A HEIGHTENED DEMAND, AND MARKETING/EXPOSURE TIME IS UNDER THREE MONTHS.**

SITE DESCRIPTION

Dimensions: **SEE PLAT MAP** Area: 3040 sq Acres Sq Ft Shape: **IRREGULAR** View: **RESIDENTIAL**
 Zoning Classification: **R-2** Zoning Description:
 Zoning Compliance: Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe): **MEDIUM DENSITY**
 Uses permitted under current zoning regulations: **See Attached Addendum**
 Highest & Best Use: **See Attached Addendum**
 Describe any improvements: **NONE**
 Do present improvements conform to zoning? Yes No No improvements If No, explain:

Present use of subject site: **LOT** Current or proposed ground rent? Yes No If Yes, \$
 Topography: **GENTLY SLOPING** Site: **TYPICAL FOR AREA** Drainage: **APPEARS ADEQUATE**
 Corner Lot: Yes No Underground Utilities: Yes No Fences: Yes No If Yes, type:
 Special Home Hazard Area: Yes No FEMA Flood Zone: FEMA Map # **12089C0065F** FEMA Map Date: **12-17-2010**

UTILITIES	Public	Other	Provider or Description	On-Site Improvements	Type/Description	Public	Other
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	OKEFENOKEE RURAL ELECTRIC	Street Surface	ASPHALT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PRIVATE/BOTTLED	Street Type/Influence	ASPHALT		
Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PRIVATE WELL	Curbs/Cutters			
Sanitary Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PRIVATE SEPTIC	Sidewalk			
Other	<input type="checkbox"/>	<input type="checkbox"/>		Street Lights			

Are the utilities and off-site improvements typical for the market? Yes No If No, describe:
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land use, etc.)? Yes No If Yes, describe:
See Attached Addendum

Site Comments: **See Attached Addendum**

APPRAISALS FIRST CLASS, P A
LAND APPRAISAL REPORT

File No. AJ24L0016

ITEM-1

There are <u>0</u> comparable sites currently offered for sale in the subject neighborhood ranging in price from \$ <u>0</u> to \$ <u>0</u>				
There are <u>4</u> comparable sites sold in the last 12 months in the subject neighborhood ranging in sale price from \$ <u>850</u> to \$ <u>850</u>				
COMPARABLE SALES				
FEATURE	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
Address: NIGHT OF WAY WITHIN BLOCK 158		0 W THIRD ST	0 EIGHTH AV	0 SECOND AV
City/Zip: HILLIARD, FL 32046		HILLIARD, FL 32046	HILLIARD, FL 32046	HILLIARD, FL 32046
Proximity to Subject		0.37 miles NE	0.52 miles NW	0.10 miles NW
Data Source(s)	County/Tax Record/Drive By	County/Tax Record/Drive By	County/Tax Record/Drive By	County/Tax Record/Drive By
Verification Source(s)	County/Tax Record/Drive By	#083N24238001470070	#083N24238000940080	#083N2423001520010
Sale Price	\$ <u>0</u>	\$ <u>850</u>	\$ <u>850</u>	\$ <u>850</u>
Price/sq ft	\$ <u>0.00</u>	\$ <u>0.28</u>	\$ <u>0.28</u>	\$ <u>0.33</u>
Date of Sale (M/D/YR)				
Days on Market				
Financing Type				
Concessions				
Location	RURAL RES	RURAL RES	RURAL RES	RURAL RES
Property Rights Appraised	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE
Site Size - Sq. Ft.	3049 sf	3049 sf	3049 sf	2614 sf
View	RESIDENTIAL	RESIDENTIAL	RESIDENTIAL	RESIDENTIAL
Topography	LEVEL	LEVEL	LEVEL	LEVEL
Available Utilities	WELL SEPTIC ELEC	WELL SEPTIC ELEC	WELL SEPTIC ELEC	WELL SEPTIC ELEC
Street Frontage	COUNTY RD	COUNTY RD	COUNTY RD	COUNTY RD
Street Type	ASPHALT	ALL WEATHER	ASPHALT	ALL WEATHER
Water Influence	NONE	NONE	NONE	NONE
Fencing	NONE	NONE	NONE	NONE
Improvements	NONE	NONE	NONE	NONE
CLEARED	CLEARED	CLEARED	CLEARED	CLEARED
Net Adjustment (Total, in \$)		[X] - [] - \$ <u>0</u>	[X] + [] - \$ <u>0</u>	[X] + [] - \$ <u>0</u>
Adjusted sales price in the		Net Adj. <u>0.0%</u>	Net Adj. <u>0.0%</u>	Net Adj. <u>0.0%</u>
Comparable Sales (n \$)		Gross Adj. <u>0.0%</u> \$ <u>850</u>	Gross Adj. <u>0.0%</u> \$ <u>850</u>	Gross Adj. <u>0.0%</u> \$ <u>850</u>
The appraiser has researched the transfer history of the subject property for the past 3 years, and the listing history of the subject property for the past 12 months prior to the effective date of this appraisal. The appraiser has also researched the transfer and listing history of the comparable sales for the past 12 months.				
The appraiser's research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of the appraisal.				
Data Source: PUBLIC RECORDS, REALQUEST, TAX RECORDS				
The appraiser's research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of this comparable sale.				
Data Source: PUBLIC RECORDS, REALQUEST, TAX RECORDS				
The appraiser's research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior listings of the subject property or comparable sales for the year prior to the effective date of the appraisal.				
Data Source: PUBLIC RECORDS, REALQUEST, TAX RECORDS				
Listing/Transfer History	Transfer Sale (ONLY) of the Subject in past 36 months:	Listing and Transfer history of Comp 1 in past 12 months:	Listing and Transfer history of Comp 2 in past 12 months:	Listing and Transfer history of Comp 3 in past 12 months:
(If more than two, use summary section or in addendum.)	\$	\$	\$	\$
	\$	\$	\$	\$
Subject Property is Currently Listed For Sale? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Data Source: THE SUBJECT OF THIS REPORT IS NOT CURRENTLY LISTED FOR SALE ON MLS#0000			
Current Listing History	List Date	List Price	Days on Market	Data Source
	\$	\$		
Subject Property has been listed within the last 12 Months? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Data Source: THE SUBJECT OF THIS REPORT IS NOT CURRENTLY LISTED FOR SALE ON MLS#0000			
12 Month Listing History	List Date	List Price	Days on Market	Data Source
	\$	\$		
	\$	\$		
Comments on Prior Sales/Transfers and Current and Prior Listings: THERE HAVE BEEN NO TRANSFERS OF THE SUBJECT PROPERTY WITHIN THE PAST THREE YEARS/ 36 MONTHS.				
OTHER THAN LISTED IN ABOVE GRID, COMPARABLE SALES HAVE NO PRIOR TRANSFERS OR LISTINGS IN THE LAST 12 MONTHS PRIOR TO THEIR LAST DATE OF SALE, OTHER THAN CURRENT SALE, PRIOR DUE TO PURCHASE.				
Summary of the Sales Comparison Approach: See Attached Addendum				
Reconciliation Comments: THE FINAL VALUE ESTIMATE WAS OBTAINED FROM THE SALES COMPARISON APPROACH WHICH REFLECTS THE ACTIONS OF TYPICAL HOME-BUYERS AND SELLERS IN AN OPEN MARKET.				
This appraisal is made <input checked="" type="checkbox"/> "as is" or <input type="checkbox"/> subject to the following conditions or inspections: See Attached Addendum				
Based on a complete visual inspection of the subject site and those improvements upon said site, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of market value, as defined, of the real property that is the subject of this report is:				
Opinion of Market Value: \$	850 as of: 01/15/2024, which is the date of inspection and the effective date of this appraisal.			

APPRAISALS FIRST CLASS, P A
LAND APPRAISAL REPORT

File No. AJ24L0016

ITEM-1

PRODUCT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No Unit type(s) Detached Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.
 Legal name of PUD(s): _____

Total number of phases: _____ Total number of units: _____ Total number of units sold: _____
 Total number of units rented: _____ Total number of units for sale: _____ Data source(s): _____

Was the project created by the conversion of existing building(s) into a PUD? Yes No If Yes, date of conversion: _____

Does the project contain any multi-dwelling units? Yes No Data Source: _____

Are the units, common elements, and recreation facilities complete? Yes No If No, describe the status of completion: _____

Describe common elements and recreational facilities: _____

CERTIFICATIONS AND LIMITING CONDITIONS

This report form is designed to report an appraisal of a parcel of land which may have some major improvements but is not considered to be an "improved site". All improvements are considered to be of relatively minor value in impact on the overall value of the site. This report form is not designed to report on an "improved site" where significant value is derived from the improvements. This appraisal report form may be used for single family, multi-family sites and may be included within a PUD development.

This appraisal report is subject to the following scope of work, intended use, definition of market value, statement of assumptions, and limiting conditions and certifications. Modifications, additions, or deletions to the intended use, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions and certifications. The appraiser must, at a minimum, (1) perform a complete visual inspection of the subject site and any limited improvements, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions and conclusions in this appraisal report.

INTENDED USE: The intended use of the appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage financing transaction.

INTENDED USER: The intended user of this report is the lender/client identified within the appraisal report.

DEFINITION OF MARKET VALUE: 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 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 which are (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in United States 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. (Source: OCC, OTS, FRS, & FDIC joint regulations published June 7, 1994)

* Adjustments to the comparables must be made for special or creative concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area. These costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparison of financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

- The appraiser will not be responsible for matters of a legal nature that affect the subject property being appraised in the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
- The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no warranties, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question unless specific arrangements to do so have been made by the client, or as otherwise required by law.
- The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the subject property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not a expert in the field of environmental hazards, this appraisal must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

- I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
- I performed a complete visual inspection of the subject site and any limited improvements. I have reported the information in factual and specific terms. I identified and reported the deficiencies of the subject site that could affect the utility of the site or its usefulness as a building lot(s).
- I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place in the area of this appraisal report when it was prepared.
- I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have utilized comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them unless indicated elsewhere within this report as there are no or very limited improvements and these approaches to value are not deemed necessary for a reliable result and/or reliable indicators of value for this appraisal assignment.
- I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
- I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of the sale of the comparable sale, unless otherwise indicated in this report.
- I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
- I have not used comparable sales that were the result of combining multiple transactions in a reported sales.
- I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
- I have verified, from a distinguished source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
- I have knowledge and experience in appraising this type of property in this market area.
- I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

APPRAISALS FIRST CLASS, P A
LAND APPRAISAL REPORT

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CERTIFICATIONS AND LIMITING CONDITIONS (continued)

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, mold, radon, gas, delinquent taxes, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective financial interest in the property that is the subject of this report, and I have no present or prospective personal interest of like nature related to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value in fact, or, in the case of any party, the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individuals and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will have no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21. The lender/client may disclose or distribute this appraisal report to the borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, other secondary market participants, data collection or reporting services, professional appraisal organizations, any department, agency, or instrumentality of the United States and any state, the District of Columbia, or other jurisdictions without having to obtain the appraiser's or supervisory appraiser's (if available) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, banks, banks' subsidiaries, public utilities, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature" as those terms are defined in applicable federal and/or state laws (including audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original handwritten signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, or state or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation on 1/1/2010 and in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature" as those terms are defined in applicable federal and/or state laws (including audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original handwritten signature.

SIGNATURES

APPRAISER

Signature 
 Name: ANNA M JOWERS
 Company Name: APPRAISALS FIRST CLASS, P A
 Company Address: 85009 RADIO AVE
 Yulee, FL 32097
 Telephone Number: 904-548-0605
 Email Address: ANNA@APPRAISALSFIRSTCLASS.COM
 Date of Signature and Report: 01/25/2024
 Effective Date of Appraisal: 01/15/2024
 State Certification #: CERT RES RD7877
 or State License # _____
 or Other (Specify): _____ State # _____
 State: FL
 Expiration Date of Certification or License: 11/30/2024

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name: _____
 Company Name: _____
 Company Address: _____
 Telephone Number: _____
 Email Address: _____
 Date of Signature: _____
 State Certification # _____
 or State License # _____
 State: _____
 Expiration Date of Certification or License: _____

ADDRESS OF PROPERTY APPRAISED
 RIGHT OF WAY WITHIN BLOCK 159
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 850
 LENDER CLIENT
 Name: NO AMC
 Company Name: SYLVESTER HELHOSKI
 Company Address: 27455 W SECOND AVE
 HILLIARD, FL 32046
 Email Address: _____

SUBJECT PROPERTY
 Did not inspect subject property
 Did not see exterior of subject property from street
 Date of Inspection: _____
 COMPARABLE SALES
 Did not inspect exterior of comparable sales from street
 Did not see exterior of comparable sales from street
 Date of Inspection: _____

Borrower: N/A	File No.: AJ24L0016
Property Address: RIGHT OF WAY WITHIN RICHOCK 159	Case No.:
City: HILLIARD	State: FL Zip: 32046
Lender: SYLVESTER HELHOSKI	

Neighborhood Description

THE SUBJECT PROPERTY IS LOCATED IN NASSAU COUNTY WHICH HAS A VAST LAND MASS UNIMPROVED TIMBERLAND. THE GENERAL POPULATION IN THE SUBJECTS MARKET AREA TEND TO "HOMESTEAD" WHEREAS, THEY ACQUIRE A TRACT OF VACANT LAND AND HAVE A CUSTOM BUILT HOME CONSTRUCTED OR MOVE A NEW MANUFACTURED DWELLING ON THE SITE WITH INTENT TO RESIDE PERMANENTLY AND PASS DOWN THEIR ASSETS TO FOLLOWING GENERATIONS. THEREFORE THERE WERE VERY LIMITED SALES IN THE SUBJECTS MARKET AREA WITHIN CLOSE PROXIMITY TO THE SUBJECT.

NASSAU COUNTY IS AN EASY COMMUTE TO ALL NASSAU COUNTY MUNICIPALITIES, SUCH AS THE JACKSONVILLE INTERNATIONAL AIRPORT, GEORGIA'S KING'S BAY NAVAL BASE, AND IS ONLY A 25 MINUTE COMMUTE TO DOWNTOWN JACKSONVILLE, FLORIDA. THIS MARKET AREA HAS NEW SCHOOLS, AND NEW SHOPPING CENTERS SUCH AS RIVER CITY MARKETPLACE MALL, TARGET, HOME DEPOT, AND LOWES.

CSX AND NORFOLK SOUTHERN ARE TWO MAJOR RAIL ROADS THAT INTERTWINE THROUGH NASSAU AND DUVAL COUNTIES WHICH IS WITHIN THE SUBJECTS GENERAL MARKET AREA AND IS WELL ACCEPTED BY THE MARKET AND NOT CONSIDERED ADVERSE TO VALUE OR MARKETABLE. THEY ARE AN INTEGRAL PART OF THE COMMUNITIES AND THE LOCAL MARKET HAS ADJUSTED AND DO NOT APPEAR TO BE ADVERSE.

Uses Allowed Under Current Zoning Regulations

OPEN RURAL: OR INTENT: This district is intended to apply to areas which are sparsely developed and including uses as normally found in rural areas away from urban activity. It is intended that substantial residential, commercial, or industrial development shall not be permitted in the OR district, however agricultural uses, accessory uses and activities that support such uses are encouraged. Lands in such district may be rezoned to the proper district to accommodate more intense uses when conditions warrant rezoning.

Section 22.01. - Permitted uses and structures, modified

(A) Agricultural, horticultural and forestry uses, also the keeping and raising of farm animals and poultry, provided structures for same shall not be located within one hundred (100) feet of any property line; and, further, provided that goats, sheep, or swine shall not be kept or permitted within two hundred (200) feet of any residence under different ownership. The noncommercial keeping and raising of horses and ponies is permitted; provided, however, that no more than one (1) horse or pony six (6) months of age or older shall be permitted per one-half (1/2) acre of land. Structures for horses or ponies shall not be located in a required front yard. No structure used for the keeping of horses or ponies shall be located closer than thirty-five (35) feet to any property line of different ownership.

(B) Permanent or temporary housing of farm labor in conjunction with a permitted agricultural or farming activity. All housing for such use shall be in compliance with the county's building and housing codes and in the case of mobile homes as per state requirements. (C) Roadside stands where the major portion of products offered for sale are grown on the premises. (D) Dude ranch, riding academy, or boarding stable, provided structures for the housing of animals shall not be located within one hundred (100) feet of any property line. (E) Public parks, camping grounds and recreational areas, playgrounds, playfields and government structures. (F) Game preserves, wildlife management areas, fish hatcheries and refuges, watershed, water reservoirs, control structures, wells and similar uses. (G) Temporary revival establishments (not to exceed thirty (30) days). (H) Borrow pits and ponds, as defined herein. (I) Single-family dwellings and mobile homes on individual lots. (J) Day nurseries, kindergartens, day care and child care centers licensed for less than fifteen (15) children. (K) Governmental uses. (L) U-Pick berry, fruit or vegetable farms, Christmas tree farms and similar uses. (M) Wholesale or retail plant nurseries, subject to supplementary development standards found in section 28.16. (Ord. No. 2012-10, § 5, 4-30-12; Ord. No. 2019-01, § 2(Exh. A), 1-14-19)

Minimum lot requirements.

(A) Single-family dwelling or mobile home on individual lot: (1) Minimum lot width: a. One hundred (100) feet. (2) Minimum lot area: a. One (1) acre. (B) Churches including temporary revival establishments: (1) Minimum lot width: One hundred fifty (150) feet. (2) Minimum lot area: Two (2) acres. (C) Golf course (other than par three): Minimum lot area: One hundred (100) acres. (D) Other permitted or permissible uses or structures: Two (2) acres, unless otherwise listed. (E) Limited development overlay areas: The comprehensive plan and future land use map (FLUM) series established limited development overlays on areas depicted as conservation, wetlands and floodplains. (1) Areas depicted on the FLUM as wetlands may not be developed at a density greater than one (1) unit per five (5) acres. Development within the limited development overlay areas must be clustered on the upland or least environmentally sensitive portion of the site.

Highest & Best Use

THE SUBJECT AS IMPROVED IS A LEGALLY PERMISSIBLE USE BASED ON ITS CURRENT ZONING, THE LOT SIZE, SHAPE, PHYSICAL CONDITION AND LAND TO BUILDING RATIO ALLOW THE PRESENT STRUCTURE AND INDICATE A GOOD UTILIZATION OF THE IMPROVEMENTS. BASED UPON THE CURRENT MARKET CONDITIONS, THE PRESENT USE AS A SINGLE FAMILY RESIDENCE IS ITS FINANCIALLY FEASIBLE AND MAXIMALLY PRODUCTIVE USE. THE HIGHEST AND BEST USE IS ITS PRESENT USE.

Adverse Site Conditions

NO ADVERSE ENVIRONMENTAL CONDITIONS ARE KNOWN TO THE APPRAISER INCLUDING BUT NOT LIMITED TO THE INSIDE OR OUTSIDE OF PROPERTY BOUNDARY SUCH AS NATURAL OR MAN MADE HAZARDS THAT WOULD HAVE AN ADVERSE AFFECT ON VALUE, ALSO TERMITE, LEAD PAINT, MOLD, SOIL TREATMENT, RADON GASES OR OTHERS. THESE INSPECTIONS ARE TO BE DONE BY PROFESSIONALS IN THEIR FIELD. THE APPRAISER IS NOT RESPONSIBLE FOR SUCH CONDITIONS NOR IS LIABLE AND IS ABSOLVED OF ANY RESPONSIBILITY OF ANY KIND FOR SUCH BY ACCEPTANCE OF THIS REPORT.

EXTERNALITIES: IN RESEARCHING FACTORS THAT AFFECT THE SUBJECT'S NEIGHBORHOOD AND MARKETABILITY OF THE NEIGHBORHOOD. THE APPRAISER DID NOT VERIFY POTENTIALLY ADVERSE NEIGHBORHOOD INFLUENCES SUCH AS, BUT NOT LIMITED TO CRIMINAL ACTIVITY, REGISTERED SEX OFFENDERS, TOXIC OR SUPERFUND SITES, MARIJUANA CULTIVATION OR INTERIM REHABILITATE FACILITIES FOR FELONIOUS OFFENDERS. WHILE NO ADVERSE SITE CONDITIONS WERE NOTED. MANY SITE RELATED

Borrower: N/A	File No.: AJ24L0016
Property Address: RIGHT OF WAY WITHIN BLOCK 159	Case No.:
City: HILLIARD	State: FL
	Zip: 32046
Lender: SYLVESTER HELHOSKI	

ISSUES ARE BEYOND THE SCOPE OF THIS ASSIGNMENT AND THE EXPERTISE OF THE APPRAISER, UNLESS OTHERWISE NOTED. STANDARD UTILITY AND RIGHT OF WAY EASEMENTS ARE INSIGNIFICANT FACTORS ON MARKET VALUE. HOWEVER, A CURRENT SURVEY, WHICH WAS NOT PROVIDED TO THE APPRAISER, MAY REVEAL ENCROACHMENTS, EASEMENT, ZONING VIOLATIONS, OR OTHER MATTERS OF INTEREST THAT COULD WARRANT MODIFICATIONS OF THE APPRAISER'S ANALYSIS AND OPINIONS. WITHOUT A SURVEY, THE APPRAISER CANNOT DETERMINE IF THE IMPROVEMENTS MEET SETBACK REQUIREMENTS AS DESIGNATED BY THE SUBJECT'S ZONING.

SINKHOLES ARE A NATURAL AND COMMON GEOLOGIC FEATURE IN MANY PARTS OF FLORIDA. SINKHOLES ARE FORMED WHEN RAIN DISSOLVES UNDERGROUND LIMESTONE OR WHEN SURFACE MATERIALS COLLAPSE INTO UNDERLYING CAVITIES IN THE ROCK. ABRUPT COLLAPSE-TYPE SINKHOLES HAVE BECOME MORE COMMON OVER THE PAST TWENTY FIVE YEARS, PRIMARILY DUE TO INCREASED WITHDRAWAL OF GROUND WATER, DIVERSION OF SURFACE WATER, OR CONSTRUCTION OF PONDS.

UNDER FLORIDA LAW, ALL INSURANCE COMPANIES ISSUING PROPERTY INSURANCE IN THE STATE OF FLORIDA MUST PROVIDE FOR DAMAGE CAUSED BY SINKHOLES. IT IS UP TO THE BORROWER TO HAVE PROPER INSURANCE THAT COVERS THIS TYPE OF NATURAL SITE CONDITIONS. THE APPRAISER IS NOT RESPONSIBLE FOR SUCH CONDITIONS NOR IS LIABLE AND IS ABSOLVED OF ANY RESPONSIBILITY OF ANY KIND FOR SUCH BY ACCEPTANCE OF THIS REPORT.

Site Comments

THE APPRAISER CANNOT GUARANTEE THAT THE PROPERTY IS FREE OF ENCROACHMENTS OR EASEMENTS NOT NOTED IN THIS APPRAISAL, AND RECOMMENDS A CURRENT SURVEY.

THE APPRAISER'S CONCLUSION OF VALUE IS BASED UPON THE ASSUMPTION THAT THERE ARE NO MORE HIDDEN OR UNAPPARENT CONDITIONS OF THE PROPERTY THAT MIGHT IMPACT UPON BUILDING ABILITY. THE APPRAISER RECOMMENDS DUE DILIGENCE BE CONDUCTED THROUGH LOCAL BUILDING DEPARTMENT OR MUNICIPALITY TO INVESTIGATE BUILD ABILITY AND WHETHER THE PROPERTY IS SUITABLE FOR INTENDED USE. THE APPRAISER MAKES NO REPRESENTATIONS, GUARANTEES OR WARRANTIES.

Comments on Sales Comparison

THIS SUBJECT OF THIS REPORT IS A STRIP OF LAND "RIGHT OF WAY" BEING ABANDONED BY THE COUNTY AND OFFERED FOR SALE TO ONE OF THE ADJOINING PARCELS WITH BEING EVENLY DISTRIBUTED TO ALL PARCELS IT TOUCHES. PLEASE SEE ATTACHED PARCEL MAPS. ALL PROPERTIES ADJOINING THE RIGHT A WAY STRIP OF LAND WILL INCREASE IN DEPTH APPROXIMATELY 12.5 FEET AND WILL BE TAXED ACCORDINGLY.

ALL ABOVE REFERENCED STRIPS OF LAND WERE SELECTED FROM THE COUNTY WEBSITE SHOWING THE ASSESSED VALUE. THE ASSESSED VALUE IS BASED ON THE PREVIOUS YEAR SALES AND STILL CONSIDERED TO BE AS CLOSE TO THE MARKET AS IT CAN BE DETERMINED AT THE TIME OF THIS REPORT. THESE STRIPS ARE CONSIDERED TO HAVE THE BEST INDICATIONS OF VALUE FOR THE SUBJECT PROPERTY.

THE SUBJECT OF THIS REPORT IS LOCATED IN A RURAL MARKET AREA, MAKING IT NEEDED TO GO OUTSIDE OF THE ONE MILE RADIUS CUSTOMARILY EXPECTED.

APPRAISER CHOOSE COMPARABLES FROM SAME MARKET AREA, THEREFORE ALL COMPARABLES HAVE SIMILAR MARKETABILITY. ALL SALES ARE CONSIDERED TO HAVE THE BEST INDICATIONS OF VALUE FOR THE SUBJECT PROPERTY.

THE SITE ADJUSTMENTS ARE RELATIVE TO THE MARKET REACTION OF SURPLUS LAND OR A LARGER SITE. SURPLUS LAND IS DEFINED AS THAT WHICH IS LARGER THAN WHAT IS TYPICAL. THE MARKET REACTION IS MINIMAL BECAUSE THE LARGER LOT IS NOT NEEDED TO SERVE OR SUPPORT THE PRIMARY HIGHEST AND BEST USE. THE LARGER LOT, AS PER CURRENT ZONING FOR THE COMPARABLE SALES, CANNOT BE SOLD OFF SEPARATELY OR SUBDIVIDED THEREFORE, AN ADJUSTMENT WAS MADE.

IF A ZERO IS PUT INTO A FIELD (PER UAD GUIDELINES) THIS WOULD MEAN THAT IT DOES NOT APPEAR FOR THIS MARKET AREA THAT THE PUBLIC WAS WILLING TO PAY ANY DIFFERENCE

Conditions of Appraisal

IN COMPLIANCE WITH FEDERAL LAW, THE GRAMM-LEACH-BLILEY ACT (15 USC 6801 ET SEQ.) AND ITS IMPLEMENTING REGULATIONS (16 C.F.R. PART 313), AND OTHER FEDERAL AND STATE LAWS AND REGULATIONS, THE APPRAISER IS PROHIBITED FROM GIVING INFORMATION TO ANYONE OTHER THAN OUR CLIENT WITHOUT WRITTEN AUTHORIZATION.

ALL ELECTRONIC SIGNATURES ON THIS REPORT HAVE A SECURITY FEATURE MAINTAINED BY INDIVIDUAL PASSWORDS FOR EACH SIGNING APPRAISER. NO PERSON CAN ALTER THE APPRAISAL WITH THE EXCEPTION OF THE ORIGINAL SIGNING APPRAISER/S.

SITE SIZE AND FLOOD ZONE ARE SUBJECT TO A CURRENT SURVEY.

THE SUBJECTS MARKET AREA APPEARS TO BE UNAFFECTED BY THE ONGOING COVID-19 VIRUS, AS THE SUPPLY IS LIMITED AND BANKS ARE LENDING MONEY AT THE TIME OF INSPECTION.

THE CORONAVIRUS (COVID-19) OUTBREAK HAS HAD A SIGNIFICANT IMPACT ON LOCAL, NATIONAL AND GLOBAL ECONOMIES. FINANCIAL MARKETS WORLDWIDE ARE EXPERIENCING UNPRECEDENTED VOLATILITY. IN SOME AREAS OF THE UNITED STATES, THERE ARE CURRENT SHELTER-IN-PLACE ORDERS AND OTHER RESTRICTIONS ON DAILY ACTIVITIES. THESE EVENTS ARE LIKELY TO IMPACT REAL ESTATE VALUES IN THE SHORT TERM BUT, AS OF THE DATE OF THIS APPRAISAL, THERE IS NOT ENOUGH DATA TO SUBSTANTIATE THAT POSITION. I HAVE RESEARCHED ALL AVAILABLE LOCAL SOURCES AND, AS OF THIS DATE, I HAVE NOT FOUND ANY DATA

ADDENDUM

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Borrower: N/A	File No.: AJ24L0016
Property Address: RIGHT OF WAY WITHIN BLOCK 159	Case No.:
City: HILLIARD	State: FL Zip: 32040
Lender: SYLVESTER HELHOSKI	

SUGGESTING THAT SIGNIFICANT CHANGES IN LOCAL REAL ESTATE MARKET HAVE OCCURRED, THE MARKET DATA PRESENTED IN THIS APPRAISAL REPORT IS CONSIDERED THE MOST RECENT AND RELEVANT AVAILABLE AND THE RESULTING ANALYSIS BEST REFLECTS MARKET CONDITIONS AS OF THE EFFECTIVE DATE OF APPRAISAL.

CLARIFICATION OF INTENDED USE AND INTENDED USER:

THE INTENDED USER OF THIS APPRAISAL REPORT IS THE CLIENT. THE INTENDED USE IS TO EVALUATE THE PROPERTY THAT IS THE SUBJECT OF THIS APPRAISAL FOR A MARKET VALUE, SUBJECT TO THE STATED SCOPE OF WORK, PURPOSE OF THIS APPRAISAL, REPORTING REQUIREMENTS OF THIS APPRAISAL REPORT FORM, AND DEFINITION OF MARKET VALUE. NO ADDITIONAL INTENDED USERS ARE IDENTIFIED BY THE APPRAISER.

PLEASE NOTE: I (ANNA M. JOWERS) CERTIFY, AS THE APPRAISER, THAT I HAVE COMPLETED ALL ASPECTS OF THIS VALUATION, INCLUDING RECONCILING MY OPINION OF MARKET VALUE, FREE OF INFLUENCE FROM THE CLIENT, CLIENT'S REPRESENTATIVES, BORROWER, OR ANY OTHER PARTY TO THE TRANSACTION.

THE ADJUSTMENTS MADE BY THE APPRAISER ARE MARKET DERIVED AND BASED UPON MATCH PAIRED SALES ANALYSIS. THE QUALITY AND CONDITION RATINGS FOR THE SUBJECT AND COMPARABLE SALES ARE BASED UPON MY PERSONAL INSPECTION OF THE SUBJECT, AND MY INTERPRETATION OF THE PHOTOS AND COMMENTS FOR COMPARABLE SALES FROM THE MLS, AND HOW THEY COMPARE TO THE SUBJECT. THE APPRAISER IS NOT PRIVY TO AND DOES NOT HAVE ACCESS OR KNOWLEDGE OF QUALITY AND CONDITION RATINGS FROM OTHER APPRAISER'S PEERS FOR THE SAME COMPARABLE SALES UTILIZED. ADDITIONALLY, THE APPRAISER DOES NOT HAVE KNOWLEDGE OR INFORMATION REGARDING THE ADJUSTMENT METHODS UTILIZED BY OTHER APPRAISER'S PEERS.

AT THE TIME OF VIEWING THERE HAS BEEN "NO KNOWN" DISASTER WARNINGS OR STORMS IN THE SUBJECT'S MARKET AREA THAT WOULD HAVE ANY ADVERSE EFFECT ON THE SUBJECT'S MARKET VALUE.

THE ADDRESS ON THE REPORT MAY DIFFER FROM THE ADDRESS ON THE ORIGINAL ORDER AS THE APPRAISER HAS UTILIZED THE USPS ADDRESS PER UAD GUIDELINES. THE ADDRESS AS NOTED IN THIS APPRAISAL REPORT IS CORRECT BASED ON DATA OBTAINED FROM THE COUNTY APPRAISERS WEBSITE OR DOCUMENTS PROVIDED TO THE APPRAISER.

THE APPRAISER PERFORMED A EXTERIOR INSPECTION OF THE SUBJECT'S PROPERTY.

NO VALUE GIVEN FOR ANY PERSONAL PROPERTY.

THE APPRAISER HAS KNOWLEDGE AND EXPERIENCE IN APPRAISING THIS TYPE OF PROPERTY IN THIS MARKET AREA AND THE APPRAISER IS AWARE OF, AND HAS ACCESS TO, THE NECESSARY AND APPROPRIATE PUBLIC AND PRIVATE DATA SOURCES, SUCH AS MULTIPLE LISTING SERVICES, TAX ASSESSMENT RECORDS, PUBLIC LAND RECORDS AND OTHER SUCH DATA SOURCES FOR THE AREA IN WHICH THE PROPERTY IS LOCATED.

I CERTIFY, AS THE APPRAISER, THAT I HAVE COMPLIED WITH THE HOME VALUATION CODE OF CONDUCT IN ALL ASPECTS OF THE APPRAISAL PROCESS.

THE LOCATION MAP CONTAINED IN THIS REPORT IS PRODUCED ELECTRONICALLY USING SOFTWARE (GEO-LOCATOR/STREET ATLAS) SUPPLIED BY A VENDOR. THIS SOFTWARE WHILE BELIEVED TO BE RELIABLE IS CONSIDERED ONLY AN APPROXIMATION OF THE EXACT LOCATION OF THE SUBJECTS RESIDENCE AND COMPARABLES INCLUDED IN THIS REPORT AND SHOULD NOT BE RELIED ON FOR EXACT MAP LOCATIONS, DISTANCES, ETC.

PLEASE NOTE: THAT THE APPRAISER HAS "NOT" PERFORMED A PRIOR APPRAISAL RELATING TO THE SUBJECT PROPERTY WITHIN THE PAST THREE YEARS, AND HAS NO PRIOR CURRENT, OR EXPECTATION OF ANY PROSPECTIVE INTEREST IN THE SUBJECT PROPERTY OR PARTIES INVOLVED.

SCOPE OF WORK PERFORMED:

INFORMATION ABOUT THE SUBJECT PROPERTY WAS OBTAINED FROM PUBLIC RECORDS, USING THE COUNTY'S WEBSITES, AND IF ANY DOCUMENTS PROVIDED BY HOMEOWNER OR BUILDER, IF A REASONABLY RECENT LISTING OF THE PROPERTY WAS DETECTED FROM ANY LOCAL MULTIPLE LISTING DATA. THIS INFORMATION INCLUDED THE AGE OF THE IMPROVEMENTS, THE LAST DATE OF SALE, THE TAX ACCOUNT NUMBER AND LEGAL DESCRIPTION CONTAINED IN THESE RECORDS, PHYSICAL CHARACTERISTICS, INCLUDING SQUARE FOOT INFORMATION AND ROOM COUNT, THE ASSESSED VALUATION OF THE LAND AND THE IMPROVEMENTS, CURRENT REAL ESTATE TAXES AND ZONING INFORMATION, MAPS SHOWING THE SUBJECT SITE AND THE SUBJECT MARKET AREA WERE EXAMINED AND PREPARED FOR INCLUSION IN THE APPRAISAL REPORT.

A PHYSICAL INSPECTION OF THE SUBJECT PROPERTY WAS MADE, AND AN ANALYSIS WAS MADE OF THE NEIGHBORHOOD, SITE AND IMPROVEMENTS. THIS INSPECTION AND ANALYSIS INCLUDED THE CONSIDERATION OF ANY KNOWN FACTORS THAT COULD BE EXPECTED TO HAVE AN IMPACT ON THE VALUE OF THE SUBJECT PROPERTY. ALTHOUGH DUE DILIGENCE WAS EXERCISED, THE APPRAISER IS NOT AN EXPERT IN MATTERS SUCH AS PEST CONTROL, STRUCTURAL ENGINEERING, HAZARDOUS SUBSTANCES OR ENVIRONMENTAL HAZARDS, AND NO WARRANTY IS GIVEN AS TO THESE ELEMENTS.

AN ANALYSIS WAS MADE OF THE SUBJECT REAL ESTATE MARKET AND OF AVAILABLE MARKET/SALES DATA, UTILIZING MULTIPLE LISTING DATA. THOSE SALES CONSIDERED TO PROVIDE THE BEST INDICATION OF THE MARKET VALUE OF THE SUBJECT PROPERTY WERE SELECTED AND COMPARED TO THE SUBJECT IN THE QUANTITATIVE SALES COMPARISON ANALYSIS. TYPICALLY, ONLY AN EXTERIOR INSPECTION FROM THE STREET IS MADE OF THE COMPARABLE PROPERTIES. INFORMATION ABOUT THE COMPARABLES WAS VERIFIED, INCLUDING PERTINENT FINANCING INFORMATION RELATING TO THE TRANSACTION, USING THE NAMED

ADDENDUM

ITEM-1

Borrower: N/A		File No.: AJ24L0016	
Property Address: RIGHT OF WAY WITHIN BLOCK 159		Case No.:	
City: HELLAND	State: FL	Zip: 32046	
Lender: SYLVESTER HELHOSKI			

SOURCES.

DOLLAR ADJUSTMENTS WERE MADE TO EACH OF THE COMPARABLE PROPERTIES, REFLECTING ESTIMATED MARKET REACTION TO THOSE ITEMS OF SIGNIFICANT VARIATION BETWEEN THE SUBJECT AND COMPARABLE PROPERTIES. IF A SIGNIFICANT ITEM IN A COMPARABLE PROPERTY WAS SUPERIOR TO, OR MORE FAVORABLE THAN THE SUBJECT PROPERTY, A MINUS (-) ADJUSTMENT WAS MADE TO THE COMPARABLE, THUS REDUCING THE INDICATED VALUE OF THE SUBJECT IN COMPARISON TO THAT COMPARABLE; IF A SIGNIFICANT ITEM IN A COMPARABLE WAS INFERIOR TO, OR LESS FAVORABLE THAN THE SUBJECT, A PLUS (+) ADJUSTMENT WAS MADE, THUS INCREASING THE INDICATED VALUE OF THE SUBJECT.

FURTHER ANALYSIS WAS MADE, CONSIDERING SUCH FACTORS AS THE COMPARABLES RELATIVE PROXIMITY TO THE SUBJECT PROPERTY, RECENTNESS OF SALE AND OVERALL SIMILARITY TO THE SUBJECT PROPERTY, IN ORDER TO RECONCILE TO THE FINAL ESTIMATE OF THE VALUE OF THE SUBJECT PROPERTY BY THE SALES COMPARISON APPROACH TO VALUE.

THE APPRAISAL REPORT WAS PREPARED, TOGETHER WITH ATTACHED EXHIBITS, AND THE COMPLETED APPRAISAL REPORT WAS DELIVERED TO THE CLIENT, WHICH CONSTITUTED COMPLETION OF THE ASSIGNMENT.

USPAP ADDENDUM

File No. AJ24L0016

Borrower: N/A
 Property Address: RIGHT OF WAY WITHIN BLOCK 159
 City: HILLIARD County: NASSAU State: FL Zip Code: 32046
 Lender: SYLVESTER HELHOSKI

APPRAISAL AND REPORT IDENTIFICATION

This report was prepared under the following USPAP reporting option:
 Appraisal Report A written report prepared under Standards Rule 2-2(a).
 Restricted Appraisal Report A written report prepared under Standards Rule 2-2(b).
 THIS IS A PERSONAL APPRAISAL NOT FOR ANY MORTGAGE PURPOSES.

Reasonable Exposure Time
 My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 0-90 DAYS

Exposure Time – The Exposure Time opinion required is specific to the subject property and represents the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure Time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Marketing Time – An opinion of the typical length of time, after the effective date of the appraisal, the properties in the subject's neighborhood would be expected to be on the market prior to a sales agreement.


Additional Certifications

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-year period immediately preceding acceptance of this assignment.

I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

PLEASE NOTE: THAT THE APPRAISER HAS "NOT" PERFORMED A PRIOR APPRAISAL RELATING TO THE SUBJECT PROPERTY WITHIN THE PAST THREE YEARS, AND HAS NO PRIOR/CURRENT, OR EXPECTATION OF ANY PROSPECTIVE INTEREST IN THE SUBJECT PROPERTY OR PARTIES INVOLVED.

Additional Comments

<p>APPRAISER:</p> <p>Signature: </p> <p>Name: <u>ANNA M JOWERS</u></p> <p>Date Signed: <u>01/25/2024</u></p> <p>State Certification #: <u>CERT RES RD7877</u></p> <p>or State License #: _____</p> <p>or Other (describe): _____ State #: _____</p> <p>State: <u>FL</u></p> <p>Expiration Date of Certification or License: <u>11/30/2024</u></p> <p>Effective Date of Appraisal: <u>January 15, 2024</u></p>	<p>SUPERVISORY APPRAISER (only if required):</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Date Signed: _____</p> <p>State Certification #: _____</p> <p>or State License #: _____</p> <p>State: _____</p> <p>Expiration Date of Certification or License: _____</p> <p>Supervisory Appraiser Inspection of Subject Property:</p> <p><input type="checkbox"/> Did Not <input type="checkbox"/> Exterior-only from Street <input type="checkbox"/> Interior and Exterior</p>
---	--

SUBJECT PROPERTY PHOTO ADDENDUM

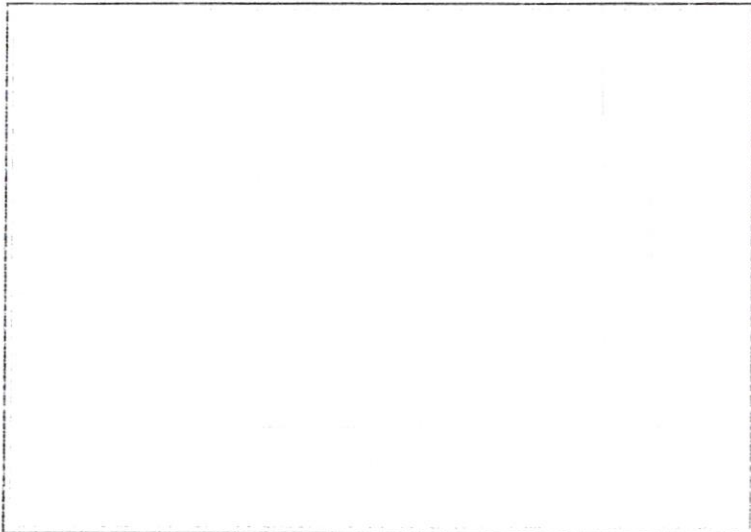
ITEM-1

Borrower: N/A	File No.: AJ24L0016	
Property Address: RIGHT OF WAY WITHIN BLOCK 159	Case No.:	
City: HILLIARD	State: FL	Zip: 32046
Lender: SYLVESTER HELHOSKI		



FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: January 15, 2024
Appraised Value: \$ 850



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE

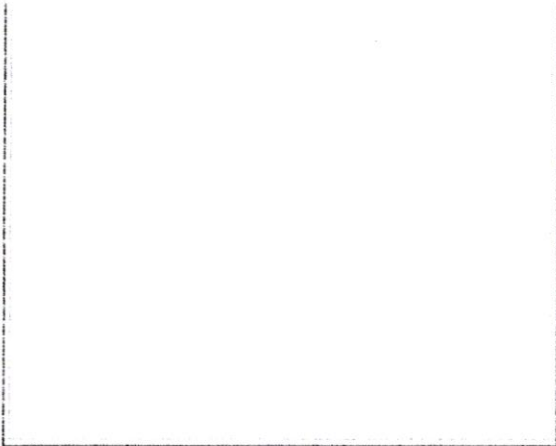
SUBJECT PHOTOS

Borrower: N/A	File No.: AJ24L0016	
Property Address: RIGHT OF WAY WITHIN BLOCK 159	Case No.:	
City: HILLIARD	State: FL	Zip: 32046
Lender: SYLVESTER HELHOSKI		

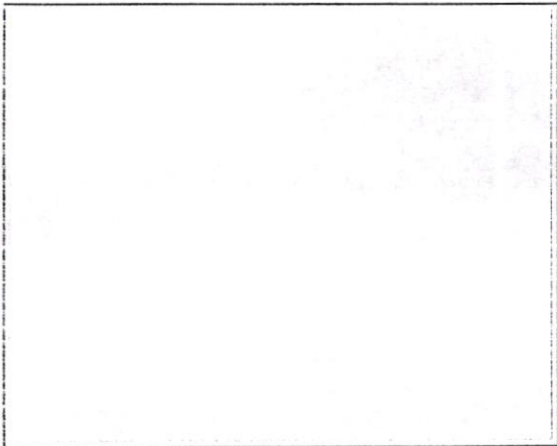
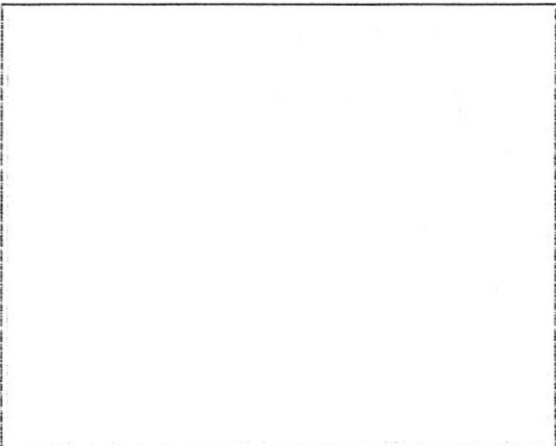
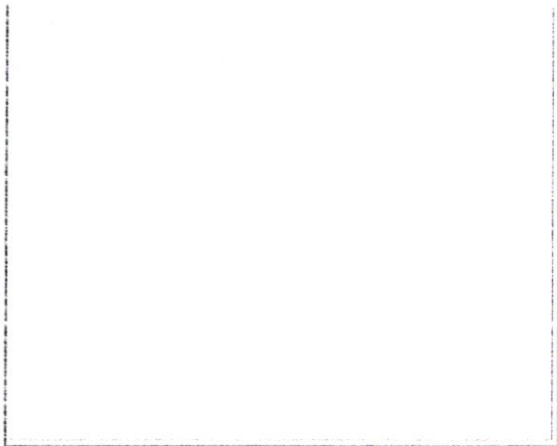
ITEM-1



OPPOSITE STREET VIEW



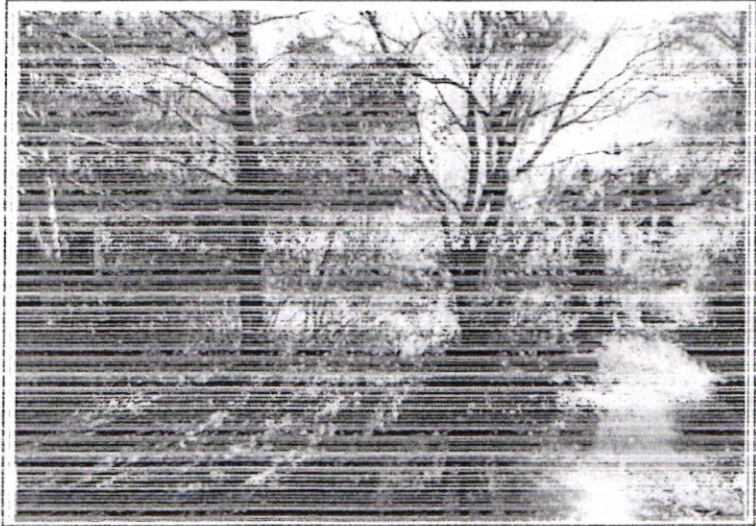
LOT



COMPARABLE PROPERTY PHOTO ADDENDUM

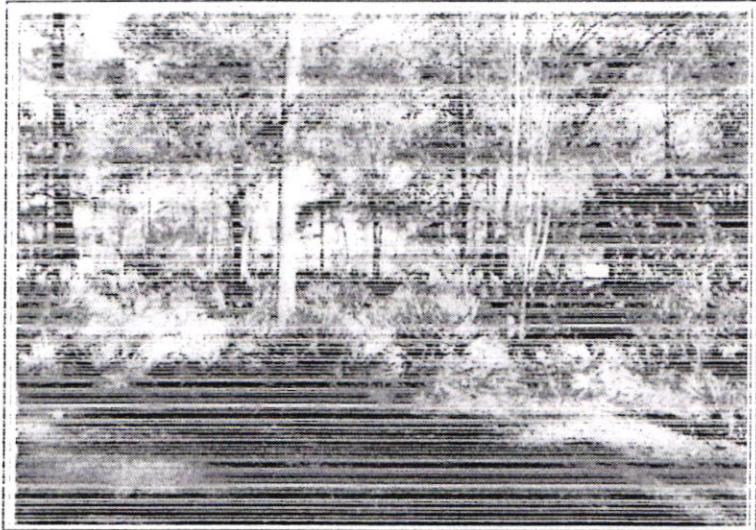
ITEM-1

Borrower: N/A	File No.: AJ24L0016	
Property Address: RIGHT OF WAY WITHIN BLOCK 159	Case No.:	
City: HILLIARD	State: FL	Zip: 32046
Lender: SYLVESTER HELHOSKI		



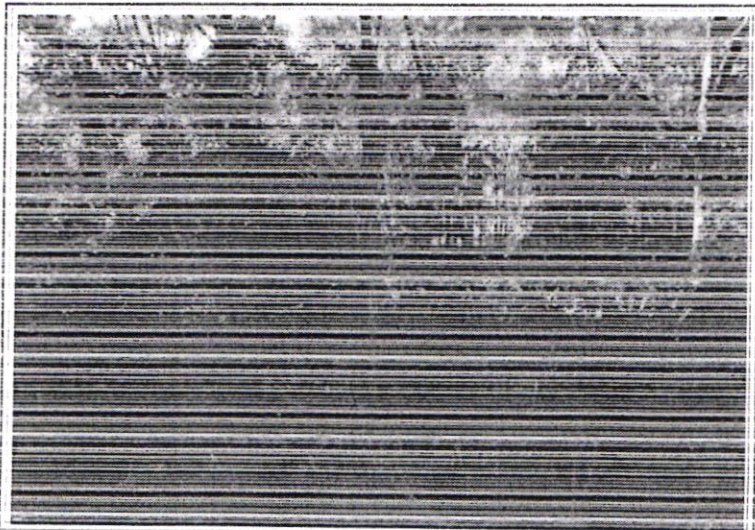
COMPARABLE SALE #1

0 W THIRD ST
HILLIARD, FL 32046
Sale Date:
Sale Price: \$ 850



COMPARABLE SALE #2

0 EIGHTH AV
HILLIARD, FL 32046
Sale Date:
Sale Price: \$ 850



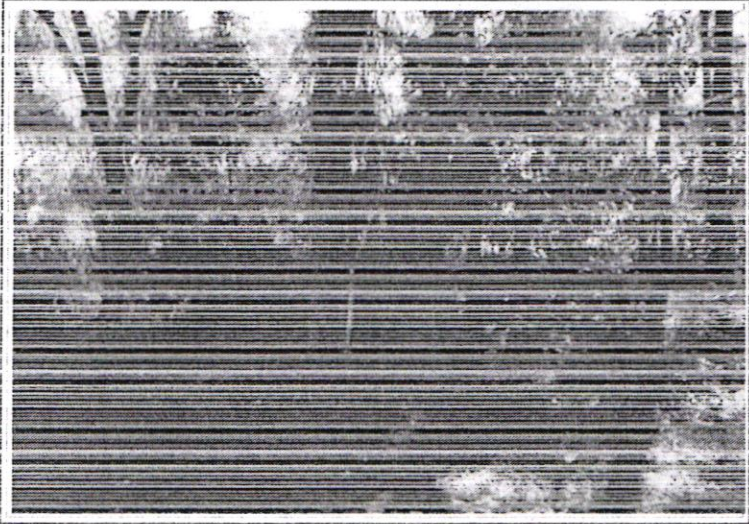
COMPARABLE SALE #3

0 SECOND AV
HILLIARD, FL 32046
Sale Date:
Sale Price: \$ 850

COMPARABLE PROPERTY PHOTO ADDENDUM

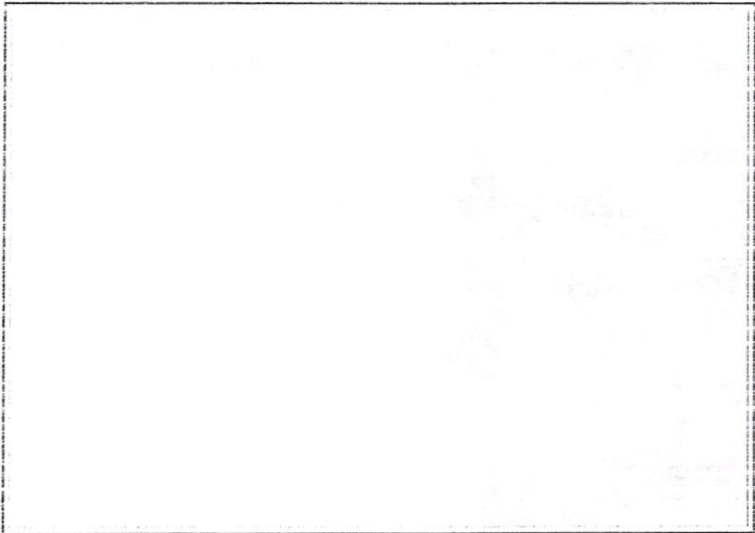
ITEM-1

Borrower: N/A	File No.: AJ24L0016	
Property Address: RIGHT OF WAY WITHIN BLOCK 159	Case No.:	
City: HILLIARD	State: FL	Zip: 32046
Lender: SYLVESTER HELHOSKI		



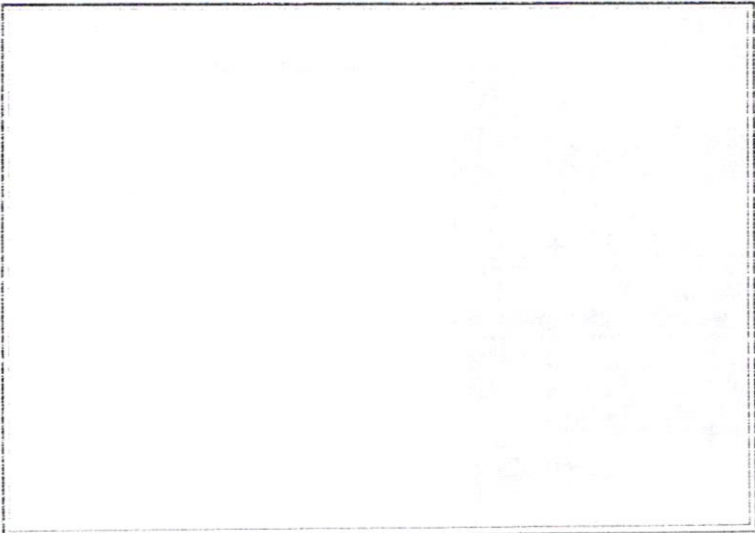
COMPARABLE SALE #4

0 NEW FRONT ST
HILLIARD, FL 32046
Sale Date:
Sale Price: \$ 850



COMPARABLE SALE #5

Sale Date:
Sale Price: \$

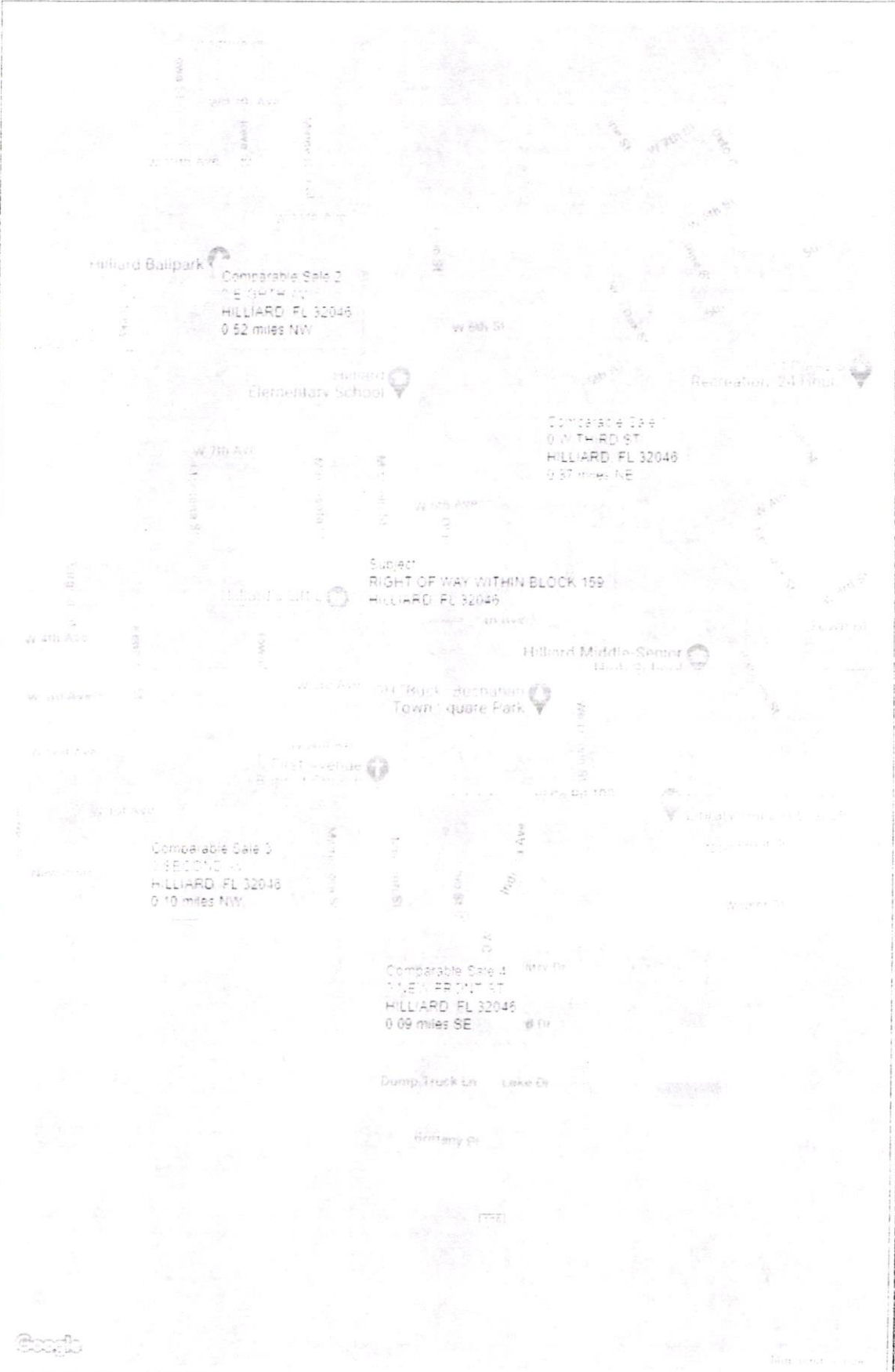


COMPARABLE SALE #6

Sale Date:
Sale Price: \$

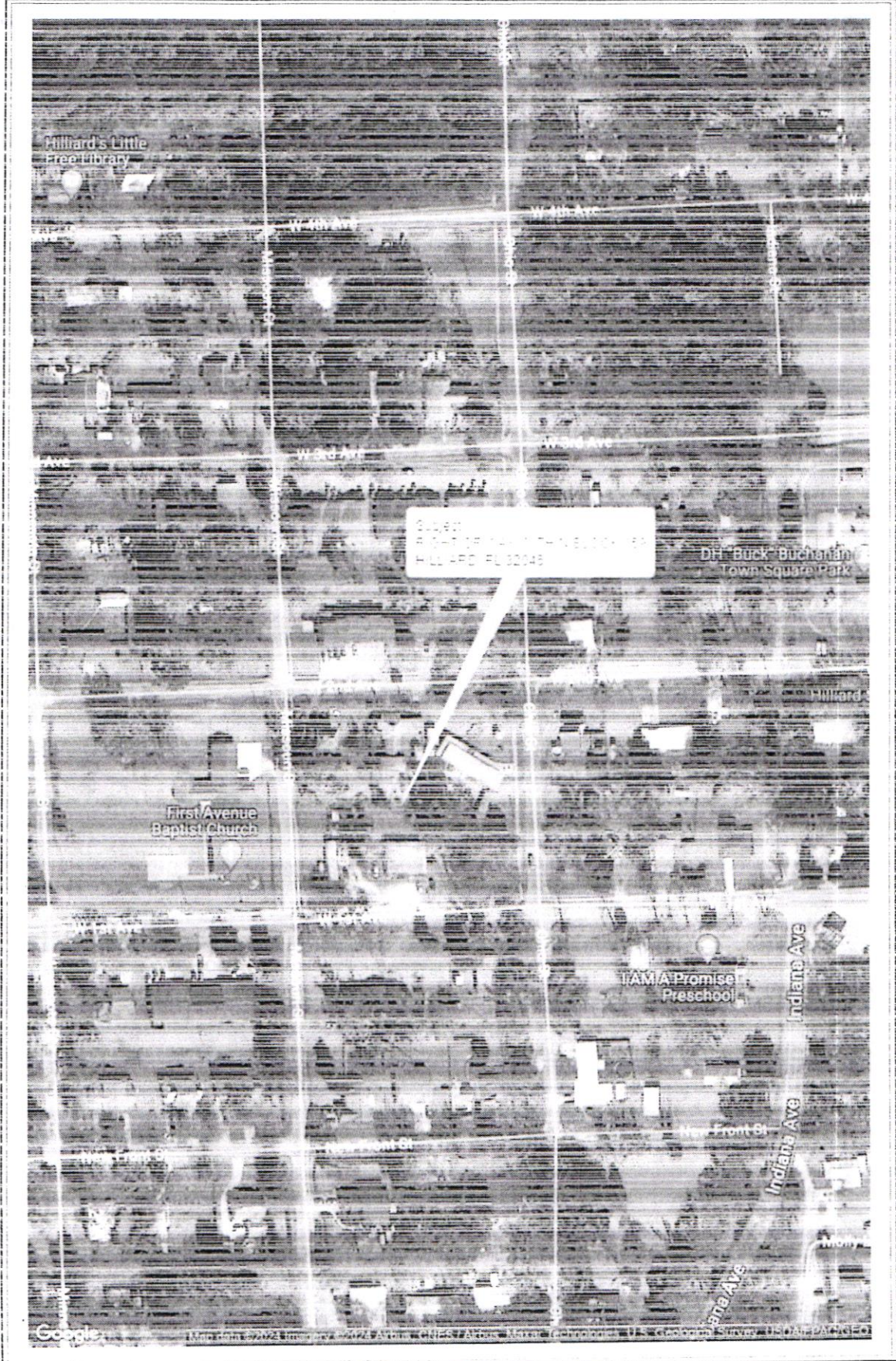
LOCATION MAP

Borrower: N/A	File No.: AJ24L0016
Property Address: RIGHT OF WAY WITHIN BLOCK 159	Case No.:
City: HILLIARD	State: FL
Lender: SYLVESTER HELHOSKI	Zip: 32046



AERIAL MAP

Borrower: N/A File No.: AJ24L0016
Property Address: RIGHT OF WAY WITHIN BLOCK 159 Case No.:
City: HILLIARD State: FL Zip: 32046
Lender: SYLVESTER HELHOSKI



LICENSE PAGE

Borrower: N/A	File No.: AJ24L0016
Property Address: RIGHT OF WAY WITHIN BLOCK 159	Case No.:
City: HILLIARD	State: FL Zip: 32046
Lender: SYLVESTER HELHOSKI	



Tom DeLone, Governor

Robyn S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

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

JOWERS, ANNA MARIE

463243 STATE ROAD 200
YULEE FL 32097

LICENSE NUMBER: RD7877

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document

Borrower: N/A	File No.: AJ24L0016
Property Address: RIGHT OF WAY WITHIN BLOCK 159	Case No.:
City: HILLIARD	State: FL Zip: 32046
Lender: SYLVESTER HELHOSKI	



161 E. Fourth Street, Cincinnati, OH 45202

DECLARATIONS
for
REAL ESTATE PROFESSIONAL
ERRORS & OMISSIONS INSURANCE POLICY

THIS IS A CLAIMS MADE INSURANCE POLICY

THIS POLICY APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST AN INSURED DURING THE POLICY PERIOD. ALL CLAIMS MUST BE REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD OR WITHIN SIXTY (60) DAYS AFTER THE END OF THE POLICY PERIOD.

Insurance is administered by the company that also issues this Certificate of Insurance.

(1) Great American Assurance Company

2000 Hillside Avenue, Cincinnati, OH 45202

Policy Number: RAB4443224-23

Revised to: RAB4443224-22

Program Administrator: Herbert H. Landis Insurance Agency, Inc.
100 River Ridge Drive, Suite 301
Norwood, MA 02062

Insured: Appraisals First Class, PA

Address: 463243 State Road 200

City: Marietta, GA 30067

ANN

Policy Period: From 03/14/2023 To 03/14/2024
(Month, Day, Year) (Month, Day, Year)

Insureds are listed on the Schedule of Insureds in the Schedule of Insureds attached to this policy.

Limit - Limits of Liability (inclusive of claim expenses):

- A. \$ 1,000,000 Limit of Liability - Each Claim
- B. \$ 1,000,000 Limit of Liability - Policy Aggregate
- C. \$ 500,000 Limit of Liability - Fair Housing Claims
- D. \$ 500,000 Limit of Liability - Fungus Claims

Limit - Deductible (inclusive of Claim Expense): \$ 5,000 - Each Claim

Limit - Premium \$ 2,934.00 Additional 20% FL Community Association Assessment \$58.68

Limit - Retroactive Date (if applicable): 03/14/2007

Limit - Excess, Noninsured and Employment: none set

043100-08 (9) 043300-11 (05/13) 043444-03 (1) 043442-03 (15)

043441 (05/13) 043447 (06/17) 043448 (06/17) 043432 (05/13) Authorized Representatives

043421 (03/15) 043425 (05/13) 043424 (07/21)

Appraiser Independence Certification

File No: AJ24L0016

Borrower: N/A
 Property Address: RIGHT OF WAY WITHIN BLOCK 159
 City: HILLIARD County: NASSAU State: FL Zip Code: 32046
 Lender/Client: SYLVESTER HELHOSKI

I do hereby certify, I have followed the appraiser independence safeguards in compliance with Appraisal Independence and any applicable state laws I may be required to comply with. This includes but is not limited to the following:

- I am currently licensed and/or certified by the state in which the property to be appraised is located. My license is the appropriate license for the appraisal assignment(s) and is reflected on the appraisal report.
- I certify that there have been no sanctions against me for any reason that would impair my ability to perform appraisals pursuant to the required guidelines.


I assert that no employee, director, officer, or agent of the Lender/Client, or any other third party acting as joint venture partner, independent contractor, appraisal company, appraisal management company, or partner on behalf of the Lender/Client, influenced or attempted to influence the development, reporting, result, or review of the appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery, or in any other manner.

I further assert that the Lender/Client has never participated in any of the following prohibited behavior in our business relationship:

1. Withholding or threatening to withhold timely payment or partial payment for the appraisal report;
2. Withholding or threatening to withhold future business, or demoting or terminating, or threatening to demote or terminate my services;
3. Expressly or implicitly promising future business, promotions, or increased compensation for my services;
4. Conditioning the ordering of the appraisal report or the payment of the appraisal fee or salary or bonus on my opinion, conclusion or valuation reached, or on a preliminary value estimate requested;
5. Requesting an estimated, predetermined, or desired valuation in the appraisal report, prior to the completion of the appraisal report, or requesting estimated values or comparable sales at any time prior to the completion of the appraisal report;
6. Providing an anticipated, estimated, encouraged or desired value for the subject property, or a proposed or target amount to be loaned to the Borrower, except that a copy of the sales contract may have been provided if the assignment was for a purchase transaction;
7. Providing stock or other financial or non-financial benefits to me or any entity or person related to me, my appraisal or appraisal management company, if applicable;
8. Any other act or practice that impairs or attempts to impair my independence, objectivity or impartiality, or violates law or regulation, including but not limited to, the Truth in Lending Act (TILA) and Regulation Z, or the Uniform Standards of Professional Appraisal Practice (USPAP).

Additional Comments:

APPRAISER:

Signature: 
 Name: ANNA M JOWERS
 Date Signed: 01/25/2024
 State Certification #: CERT RES RD/877
 or State License #: _____
 or Other (describe): _____ State #: _____
 State: FL
 Expiration Date of Certification or License: 11/30/2024

SUPERVISORY APPRAISER (only if required):

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____

***** INVOICE *****

File Number: AJ24L0016

NO AMC
SYLVESTER HELHOSKI
27455 W SECOND AVE
HILLIARD, FL 32046

Borrower : N/A

Invoice # : AJ24L0016
Order Date : 01/15/2024
Reference/Case # :
PO Number :

RIGHT OF WAY WITHIN BLOCK 159

LAND	\$	350.00
	\$	-----
Invoice Total	\$	350.00
State Sales Tax @	\$	0.00
Deposit	(\$	350.00)
Deposit	(\$)

Amount Due	\$	0.00

Terms: PAID

Please Make Check Payable To:

APPRAISALS FIRST CLASS, P A
85009 RADIO AVE
YULEE, FL 32097

Fed. I.D. #: 56-2642174

WE GREATLY APPRECIATE YOUR BUSINESS !!
ANNA MARIE JOWERS, STATE CERTIFIED RESIDENTIAL APPRAISER RD7877, EXPIRES 11/30/2024

APPRAISAL OF



LOCATED AT:

RIGHT OF WAY WITHIN BLOCK 159

FOR:

SYLVESTER HELHOSKI
27455 W SECOND AVE
HILLIARD, FL, 32046

BORROWER:

N/A

AS OF:

January 15, 2024

BY:

ANNA M JOWERS
CERT RES RD7877, EXPIRES 11/30/2024

NO AMC
SYLVESTER HELHOSKI
27455 W SECOND AVE
HILLIARD, FL, 32046

File Number: AJ24L0016

In accordance with your request, I have appraised the real property at:

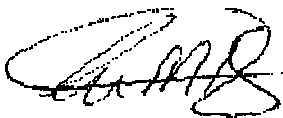
RIGHT OF WAY WITHIN BLOCK 159

The purpose of this appraisal is to develop an opinion of the market value of the subject property, as improved. The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the market value of the property as of January 15, 2024 is:

\$850
Eight Hundred Fifty Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.



ANNA M JOWERS
CERT RES RD7877, EXPIRES 11/30/2024

**APPRAISALS FIRST CLASS, P A
LAND APPRAISAL REPORT**

File No. AJ24L0016

ITEM-1

The purpose of this appraisal report is to provide the lender/client with an accurate supported opinion of the market value of the subject property.

CLIENT AND PROPERTY IDENTIFICATION

Property Address: RIGHT OF WAY WITHIN BLOCK 159 City: HILLIARD State: FL Zip: 32046
 Borrower: N/A Owner of Public Record: TOWN OF HILLIARD County: NASSAU
 Legal Description: BLOCK 159 LOTS 1 2 3 4 5 R378467 & R378468 TOWN OF HILLIARD
 Assessor's Parcel #: 08-3N-24-2380-0159-0010 Tax Year: 2022 R.E. Taxes: 0.00
 Neighborhood Name: Nassau Map Reference: 00803N24E Census Tract: _____
 Special Assessments: 0.00 PUD Yes No HOA: \$ _____ Per Year Per Month
 Property Rights Appraised: Fee Simple Leasehold Other (describe) _____
 Assignment Type: Purchase Transaction Refinance Transaction Other (describe) MARKET VALUE
 Lender/Client: SYLVESTER HELHOSKI Address: 27455 W SECOND AVE, HILLIARD, FL 32046

CONTRACT ANALYSIS

I did did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

 Contract Price \$: 0 Date of Contract: _____ Is the property seller the owner of public record? Yes No Data Source(s) _____
 Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No
 If Yes, report the total dollar amount and describe the items to be paid. \$ _____

NEIGHBORHOOD DESCRIPTION

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %	
Location	<input type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input checked="" type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining	PRICE	AGE	One-Unit	50 %
Built-Up	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage	<input type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit	0 %
Growth	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	Marketing Time	<input type="checkbox"/> Under 3 mths	<input type="checkbox"/> 3-6 mths	<input type="checkbox"/> Over 6 mths	0 Low	0	Multi-Family	0 %
Neighborhood Boundaries: <u>NORTH AND WEST BY GA/FL LINE, SOUTH RIVER RD, AND EAST BY MIDDLE RD. MOSTLY RURAL SFR'S.</u>								High	56	Commercial	5 %
								Pred.	15	Other Undevelope	45 %

	Good	Aver.	Fair	Poor		Good	Aver.	Fair	Poor
Convenience to Employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Primary Education	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Police/Fire Protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Recreational Facilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employment Stability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Overall Appeal to Market	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Neighborhood Description: See Attached Addendum

Market Conditions (including support for the above conclusions): THE SUBJECT'S MARKET AREA APPEARS TO BE INCREASING OVER THE LAST TWELVE MONTHS, WITH A LACK OF SUPPLY AND A HEIGHTENED DEMAND, AND MARKETING/EXPOSURE TIME IS UNDER THREE MONTHS.

SITE DESCRIPTION

Dimensions: SEE PLAT MAP Area: 3049 sf Acres Sq.Ft. Shape: IRREGULAR View: RESIDENTIAL
 Zoning Classification: R-2 Zoning Description: _____
 Zoning Compliance: Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe) MEDIUM DENSITY
 Uses permitted under current zoning regulations: See Attached Addendum
 Highest & Best Use: See Attached Addendum
 Describe any improvements: NONE
 Do present improvements conform to zoning? Yes No No improvements If No, explain: _____

Present use of subject site: LOT Current or proposed ground rent? Yes No If Yes, \$ _____
 Topography: GENTLY SLOPING Size: TYPICAL FOR AREA Drainage: APPEARS ADEQUATE
 Corner Lot: Yes No Underground Utilities: Yes No Fenced: Yes No If Yes, type: _____
 Special Flood Hazard Area Yes No FEMA Flood Zone: X FEMA Map #: 12089C0065F FEMA Map Date: 12-17-2010

UTILITIES	Public	Other	Provider or Description	Off-Site Improvements	Type/Description	Public	Other
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>OKEFENOKEE RURAL ELECTRIC</u>	Street Surface	<u>ASPHALT</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>PRIVATE/BOTTLED</u>	Street Type/Influence	<u>ASPHALT</u>	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>PRIVATE WELL</u>	Curb/Gutter		<input type="checkbox"/>	<input type="checkbox"/>
Sanitary Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>PRIVATE SEPTIC</u>	Sidewalk		<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>		Street Lights		<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>		Alley		<input type="checkbox"/>	<input type="checkbox"/>

Are the utilities and off-site improvements typical for the market? Yes No If No, describe: _____
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe:
See Attached Addendum

Site Comments: See Attached Addendum

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There are **0** comparable sites currently offered for sale in the subject neighborhood ranging in price from \$ **0** to \$ **0**
 There are **4** comparable sites sold in the past 12 months in the subject neighborhood ranging in sale price from \$ **850** to \$ **850**

COMPARABLE SALES

FEATURE	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
Address	RIGHT OF WAY WITHIN BLOCK 159	0 W THIRD ST	0 EIGHTH AV	0 SECOND AV
City/St/Zip	HILLIARD, FL 32046	HILLIARD, FL 32046	HILLIARD, FL 32046	HILLIARD, FL 32046
Proximity to Subject		0.37 miles NE	0.52 miles NW	0.10 miles NW
Data Source(s)	County/Tax Record/Drive By	County/Tax Record/Drive By	County/Tax Record/Drive By	County/Tax Record/Drive By
Verification Source(s)	County/Tax Record/Drive By	#083N24238001470070	#083N24238000940080	#083N2423001520010
Sale Price	\$ 0	\$ 850	\$ 850	\$ 850
Price/	\$ 0.00	\$ 0.28	\$ 0.28	\$ 0.33
Date of Sale (MO/DA/YR)				
Days on Market				
Financing Type				
Concessions				
Location	RURAL;RES	RURAL;RES	RURAL;RES	RURAL;RES
Property Rights Appraised	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE
Site Size Sq.Ft.	3049 sf	3049 sf	3049 sf	2614 sf
View	RESIDENTIAL	RESIDENTIAL	RESIDENTIAL	RESIDENTIAL
Topography	LEVEL	LEVEL	LEVEL	LEVEL
Available Utilities	WELL;SEPTIC;ELEC	WELL;SEPTIC;ELEC	WELL;SEPTIC;ELEC	WELL;SEPTIC;ELEC
Street Frontage	COUNTY RD	COUNTY RD	COUNTY RD	COUNTY RD
Street Type	ASPHALT	ALL WEATHER	ASPHALT	ALL WEATHER
Water Influence	NONE	NONE	NONE	NONE
Fencing	NONE	NONE	NONE	NONE
Improvements	NONE	NONE	NONE	NONE
CLEARED	CLEARED	CLEARED	CLEARED	CLEARED
Net Adjustment (Total, in \$)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 0	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 0	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 0
Adjusted sales price of the Comparable Sales (in \$)		Net Adj. 0.0% Gross Adj. 0.0% \$ 850	Net Adj. 0.0% Gross Adj. 0.0% \$ 850	Net Adj. 0.0% Gross Adj. 0.0% \$ 850

The Appraiser has researched the transfer history of the subject property for the past 3 years and the listing history of the subject for the past 12 months prior to the effective date of this appraisal.
 The appraiser has also researched the transfer and listing history of the comparable sales for the past 12 months.

The appraiser's research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of the appraisal.
 Data Sources: **PUBLIC RECORDS, REALQUEST, TAX RECORDS**

The appraiser's research did did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.
 Data Sources: **PUBLIC RECORDS, REALQUEST, TAX RECORDS**

The appraiser's research did did not reveal any prior listings of the subject property or comparable sales for the year prior to the effective date of the appraisal.
 Data Sources: **PUBLIC RECORDS, REALQUEST, TAX RECORDS**

Listing/Transfer History (if more than two, use comments section or an addendum.)	Transfer/Sale (ONLY) of the Subject in past 36 months:	Listing and Transfer history of Comp 1 in past 12 months:	Listing and Transfer history of Comp 2 in past 12 months:	Listing and Transfer history of Comp 3 in past 12 months:
\$	\$	\$	\$	\$
\$	\$	\$	\$	\$

Subject Property Is Currently Listed For Sale? Yes No Data Source: THE SUBJECT OF THIS REPORT IS NOT CURRENTLY LISTED FOR SALE ON MLS#0000

Current Listing History	List Date	List Price	Days on Market	Data Source
		\$		

Subject Property has been listed within the last 12 Months? Yes No Data Source: THE SUBJECT OF THIS REPORT IS NOT CURRENTLY LISTED FOR SALE ON MLS#0000

12 Month Listing History	List Date	List Price	Days on Market	Data Source
		\$		
		\$		

Comments on Prior Sales/Transfers and Current and Prior Listings: **THERE HAVE BEEN NO TRANSFERS OF THE SUBJECT PROPERTY WITHIN THE PAST THREE YEARS/ 36 MONTHS.**

OTHER THAN LISTED IN ABOVE GRID, COMPARABLE SALES HAVE NO PRIOR TRANSFERS OR LISTINGS IN THE LAST 12 MONTHS PRIOR TO THEIR LAST DATE OF SALE, OTHER THAN CURRENT SALE. PRIOR DUE TO PURCHASE.

Summary of the Sales Comparison Approach: **See Attached Addendum**

Reconciliation Comments: **THE FINAL VALUE ESTIMATE WAS OBTAINED FROM THE SALES COMPARISON APPROACH WHICH REFLECTS THE ACTIONS OF TYPICAL HOME-BUYERS AND SELLERS IN AN OPEN MARKET.**

This appraisal is made "as is", or subject to the following conditions or inspections: **See Attached Addendum**

Based on a complete visual inspection of the subject site and those improvements upon said site, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of market value, as defined, of the real property that is the subject of this report is:
 Opinion of Market Value: \$ **850**, as of: **01/15/2024**, which is the date of inspection and the effective date of this appraisal.

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PRODUCT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No Unit type(s): Detached Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project: _____

Total number of phases: _____ Total number of units: _____ Total number of units sold: _____

Total number of units rented: _____ Total number of units for sale: _____ Data source(s): _____

Was the project created by the conversion of existing building(s) into a PUD? Yes No If Yes, date of conversion: _____

Does the project contain any multi-dwelling units? Yes No Data Source: _____

Are the units, common elements, and recreation facilities complete? Yes No If No, describe the status of completion: _____

Describe common elements and recreational facilities: _____

CERTIFICATIONS AND LIMITING CONDITIONS

This report form is designed to report an appraisal of a parcel of land which may have some minor improvements but is not considered to be an "improved site". All improvements are considered to be of relatively minor value impact on the overall value of the site. This report form is not designed to report on an "improved site" where significant value is derived from the improvements. This appraisal report form may be used for single family, multi-family sites and may be included within a PUD development.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions and certifications. The appraiser must, at a minimum; (1) perform a complete visual inspection of the subject site and any limited improvements, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions and conclusions in this appraisal report.

INTENDED USE: The intended use of the appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this report is the lender/client identified within the appraisal report.

DEFINITION OF MARKET VALUE: 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 acting in what they consider their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in United States 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. (Source: OCC, OTS, FRS, & FDIC joint regulations published June 7, 1994)

* Adjustments to the comparables must be made for special or creative concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect the subject property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the subject property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties express or implied. The appraiser will not be responsible for any such conditions that do exist or for the engineering or testing that might be required to discover whether such condition exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject site and any limited improvements. I have reported the information in factual and specific terms. I identified and reported the deficiencies of the subject site that could affect the utility of the site and its usefulness as a building lot(s).
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them unless indicated elsewhere within this report as there are no or very limited improvements and these approaches to value are not deemed necessary for credible result and/or reliable indicators of value for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of the sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining multiple transactions into reported sales
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I have verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

**APPRAISALS FIRST CLASS, P A
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CERTIFICATIONS AND LIMITING CONDITIONS (continued)

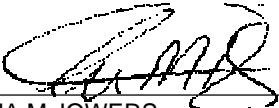
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believed to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SIGNATURES

APPRAISER

Signature 
 Name ANNA M JOWERS
 Company Name APPRAISALS FIRST CLASS, P A
 Company Address 85009 RADIO AVE
Yulee, FL 32097
 Telephone Number 904-548-0605
 Email Address ANNA@APPRAISALSFIRSTCLASS.COM
 Date of Signature and Report 01/25/2024
 Effective Date of Appraisal 01/15/2024
 State Certification # CERT RES RD7877
 or State License # _____
 or Other (describe) _____ State # _____
 State FL
 Expiration Date of Certification or License 11/30/2024

ADDRESS OF PROPERTY APPRAISED
RIGHT OF WAY WITHIN BLOCK 159

APPRAISED VALUE OF SUBJECT PROPERTY \$ 850

LENDER/CLIENT
 Name NO AMC
 Company Name SYLVESTER HELHOSKI
 Company Address 27455 W SECOND AVE
HILLIARD, FL 32046
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY
 Did not inspect subject property
 Did inspect exterior of subject property from street
 Date of Inspection _____

COMPARABLE SALES
 Did not inspect exterior of comparable sales from street
 Did inspect exterior of comparable sales from street
 Date of Inspection _____

Borrower: N/A

File No.: AJ24L0016

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Property Address: RIGHT OF WAY WITHIN BLOCK 159

Case No.:

City: HILLIARD

State: FL

Zip: 32046

Lender: SYLVESTER HELHOSKI

Neighborhood Description

THE SUBJECT PROPERTY IS LOCATED IN NASSAU COUNTY WHICH HAS A VAST LAND MASS UNIMPROVED TIMBERLAND. THE GENERAL POPULATION IN THE SUBJECTS MARKET AREA TEND TO "HOMESTEAD" WHEREAS, THEY ACQUIRE A TRACT OF VACANT LAND AND HAVE A CUSTOM BUILT HOME CONSTRUCTED OR MOVE A NEW MANUFACTURED DWELLING ON THE SITE WITH INTENT TO RESIDE PERMANENTLY AND PASS DOWN THEIR ASSETS TO FOLLOWING GENERATIONS. THEREFORE THERE WERE VERY LIMITED SALES IN THE SUBJECTS MARKET AREA WITHIN CLOSE PROXIMITY TO THE SUBJECT.

NASSAU COUNTY IS AN EASY COMMUTE TO ALL NASSAU COUNTY MUNICIPALITIES, SUCH AS THE JACKSONVILLE INTERNATIONAL AIRPORT, GEORGIA'S KING'S BAY NAVAL BASE, AND IS ONLY A 25 MINUTE COMMUTE TO DOWNTOWN JACKSONVILLE, FLORIDA. THIS MARKET AREA HAS NEW SCHOOLS, AND NEW SHOPPING CENTERS SUCH AS RIVER CITY MARKETPLACE MALL, TARGET, HOME DEPOT, AND LOWES.

CSX AND NORFOLK SOUTHERN ARE TWO MAJOR RAILROADS THAT INTERTWINE THROUGH NASSAU AND DUVAL COUNTIES WHICH IS WITHIN THE SUBJECTS GENERAL MARKET AREA AND IS WELL ACCEPTED BY THE MARKET AND NOT CONSIDERED ADVERSE TO VALUE OR MARKETABLE. THEY ARE AN INTEGRAL PART OF THE COMMUNITIES AND THE LOCAL MARKET HAS ADJUSTED AND DO NOT APPEAR TO BE ADVERSE.

Uses Allowed Under Current Zoning Regulations

OPEN RURAL: OR INTENT: This district is intended to apply to areas which are sparsely developed and including uses as normally found in rural areas away from urban activity. It is intended that substantial residential, commercial, or industrial development shall not be permitted in the OR district, however agricultural uses, accessory uses and activities that support such uses are encouraged. Lands in such district may be rezoned to the proper district to accommodate more intense uses when conditions warrant rezoning.

Section 22.01. - Permitted uses and structures.
modified

(A) Agricultural, horticultural and forestry uses, also the keeping and raising of farm animals and poultry, provided structures for same shall not be located within one hundred (100) feet of any property line; and, further, provided that goats, sheep, or swine shall not be kept or permitted within two hundred (200) feet of any residence under different ownership. The noncommercial keeping and raising of horses and ponies is permitted; provided, however, that no more than one (1) horse or pony six (6) months of age or older shall be permitted per one-half (½) acre of land. Structures for horses or ponies shall not be located in a required front yard. No structure used for the keeping of horses or ponies shall be located closer than thirty-five (35) feet to any property line of different ownership.

(B) Permanent or temporary housing of farm labor in conjunction with a permitted agricultural or farming activity. All housing for such use shall be in compliance with the county's building and housing codes and in the case of mobile homes as per state requirements. (C) Roadside stands where the major portion of products offered for sale are grown on the premises. (D) Dude ranch, riding academy, or boarding stable, provided structures for the housing of animals shall not be located within one hundred (100) feet of any property line. (E) Public parks, camping grounds and recreational areas, playgrounds, playfields and government structures. (F) Game preserves, wildlife management areas, fish hatcheries and refuges, watershed, water reservoirs, control structures, wells and similar uses. (G) Temporary revival establishments (not to exceed thirty (30) days). (H) Borrow pits and ponds, as defined herein. (I) Single-family dwellings and mobile homes on individual lots. (J) Day nurseries, kindergartens, day care and child care centers licensed for less than fifteen (15) children. (K) Governmental uses. (L) U-Pick berry, fruit or vegetable farms, Christmas tree farms and similar uses. (M) Wholesale or retail plant nurseries, subject to supplementary development standards found in section 28.16. (Ord. No. 2012-10, § 5, 4-30-12; Ord. No. 2019-01, § 2(Exh. A), 1-14-19)

Minimum lot requirements.

(A) Single-family dwelling or mobile home on individual lot: (1) Minimum lot width: a. One hundred (100) feet. (2) Minimum lot area: a. One (1) acre. (B) Churches including temporary revival establishments: (1) Minimum lot width: One hundred fifty (150) feet. (2) Minimum lot area: Two (2) acres. (C) Golf course (other than par three): Minimum lot area: One hundred (100) acres. (D) Other permitted or permissible uses or structures: Two (2) acres, unless otherwise listed). (E) Limited development overlay areas: The comprehensive plan and future land use map (FLUM) series established limited development overlays on areas depicted as conservation, wetlands and floodplains. (1) Areas depicted on the FLUM as wetlands may not be developed at a density greater than one (1) unit per five (5) acres. Development within the limited development overlay areas must be clustered on the upland or least environmentally sensitive portion of the site.

Highest & Best Use

THE SUBJECT AS IMPROVED IS A LEGALLY PERMISSIBLE USE BASED ON ITS CURRENT ZONING. THE LOT SIZE, SHAPE, PHYSICAL CONDITION AND LAND TO BUILDING RATIO ALLOW THE PRESENT STRUCTURE AND INDICATE A GOOD UTILIZATION OF THE IMPROVEMENTS. BASED UPON THE CURRENT MARKET CONDITIONS, THE PRESENT USE AS A SINGLE FAMILY RESIDENCE IS ITS FINANCIALLY FEASIBLE AND MAXIMALLY PRODUCTIVE USE. THE HIGHEST AND BEST USE IS ITS PRESENT USE.

Adverse Site Conditions

NO ADVERSE ENVIRONMENTAL CONDITIONS ARE KNOWN TO THE APPRAISER INCLUDING BUT NOT LIMITED TO THE INSIDE OR OUTSIDE OF PROPERTY BOUNDARY SUCH AS NATURAL OR MAN MADE HAZARDS THAT WOULD HAVE AN ADVERSE AFFECT ON VALUE, ALSO TERMITE, LEAD PAINT, MOLD, SOIL TREATMENT, RADON GASES OR OTHERS. THESE INSPECTIONS ARE TO BE DONE BY PROFESSIONALS IN THEIR FIELD. THE APPRAISER IS NOT RESPONSIBLE FOR SUCH CONDITIONS NOR IS LIABLE AND IS ABSOLVED OF ANY RESPONSIBILITY OF ANY KIND FOR SUCH BY ACCEPTANCE OF THIS REPORT.

EXTERNALITIES: IN RESEARCHING FACTORS THAT AFFECT THE SUBJECT'S NEIGHBORHOOD AND MARKETABILITY OF THE NEIGHBORHOOD, THE APPRAISER DID NOT VERIFY POTENTIALLY ADVERSE NEIGHBORHOOD INFLUENCES SUCH AS, BUT NOT LIMITED TO CRIMINAL ACTIVITY, REGISTERED SEX OFFENDERS, TOXIC OR SUPERFUND SITES, MARIJUANA CULTIVATION OR INTERIM REHABILITATE FACILITIES FOR FELONIOUS OFFENDERS.WHILE NO ADVERSE SITE CONDITIONS WERE NOTED. MANY SITE RELATED

Borrower: N/A

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Zip: 32046

Lender: SYLVESTER HELHOSKI

ISSUES ARE BEYOND THE SCOPE OF THIS ASSIGNMENT AND THE EXPERTISE OF THE APPRAISER. UNLESS OTHERWISE NOTED, STANDARD UTILITY AND RIGHT OF WAY EASEMENTS ARE INSIGNIFICANT FACTORS ON MARKET VALUE. HOWEVER, A CURRENT SURVEY, WHICH WAS NOT PROVIDED TO THE APPRAISER, MAY REVEAL ENCROACHMENTS, EASEMENT, ZONING VIOLATIONS, OR OTHER MATTERS OF INTEREST THAT COULD WARRANT MODIFICATIONS OF THE APPRAISER'S ANALYSIS AND OPINIONS. WITHOUT A SURVEY, THE APPRAISER CANNOT DETERMINE IF THE IMPROVEMENTS MEET SETBACK REQUIREMENTS AS DESIGNATED BY THE SUBJECT'S ZONING.

SINKHOLES ARE A NATURAL AND COMMON GEOLOGIC FEATURE IN MANY PARTS OF FLORIDA. SINKHOLES ARE FORMED WHEN RAIN DISSOLVES UNDERGROUND LIMESTONE OR WHEN SURFACE MATERIALS COLLAPSE INTO UNDERLYING CAVITIES IN THE ROCK. ABRUPT COLLAPSE-TYPE SINKHOLES HAVE BECOME MORE COMMON OVER THE PAST TWENTY FIVE YEARS, PRIMARILY DUE TO INCREASED WITHDRAWAL OF GROUND WATER, DIVERSION OF SURFACE WATER, OR CONSTRUCTION OF PONDS.

UNDER FLORIDA LAW, ALL INSURANCE COMPANIES ISSUING PROPERTY INSURANCE IN THE STATE OF FLORIDA MUST PROVIDE FOR DAMAGE CAUSED BY SINKHOLES. IT IS UP TO THE BORROWER TO HAVE PROPER INSURANCE THAT COVERS THIS TYPE OF NATURAL SITE CONDITIONS. THE APPRAISER IS NOT RESPONSIBLE FOR SUCH CONDITIONS NOR IS LIABLE AND IS ABSOLVED OF ANY RESPONSIBILITY OF ANY KIND FOR SUCH BY ACCEPTANCE OF THIS REPORT.

Site Comments

THE APPRAISER CANNOT GUARANTEE THAT THE PROPERTY IS FREE OF ENCROACHMENTS OR EASEMENTS NOT NOTED IN THIS APPRAISAL, AND RECOMMENDS A CURRENT SURVEY.

THE APPRAISER'S CONCLUSION OF VALUE IS BASED UPON THE ASSUMPTION THAT THERE ARE NO MORE HIDDEN OR UNAPPARENT CONDITIONS OF THE PROPERTY THAT MIGHT IMPACT UPON BUILDING ABILITY. THE APPRAISER RECOMMENDS DUE DILIGENCE BE CONDUCTED THROUGH LOCAL BUILDING DEPARTMENT OR MUNICIPALITY TO INVESTIGATE BUILD ABILITY AND WHETHER THE PROPERTY IS SUITABLE FOR INTENDED USE. THE APPRAISER MAKES NO REPRESENTATIONS, GUARANTEES OR WARRANTIES.

Comments on Sales Comparison

THIS SUBJECT OF THIS REPORT IS A STRIP OF LAND "RIGHT OF WAY" BEING ABANDONED BY THE COUNTY AND OFFERED FOR SALE TO ONE OF THE ADJOINING PARCELS WITH BEING EVENLY DISTRIBUTED TO ALL PARCELS IT TOUCHES. PLEASE SEE ATTACHED PARCEL MAPS. ALL PROPERTIES ADJOINING THE RIGHT A WAY STRIP OF LAND WILL INCREASE IN DEPTH APPROXIMATELY 12.5 FEET AND WILL BE TAXED ACCORDINGLY.

ALL ABOVE REFERENCED STRIPS OF LAND WERE SELECTED FROM THE COUNTY WEBSITE SHOWING THE ASSESSED VALUE. THE ASSESSED VALUE IS BASED ON THE PREVIOUS YEAR SALES AND STILL CONSIDERED TO BE AS CLOSE TO THE MARKET AS IT CAN BE DETERMINED AT THE TIME OF THIS REPORT. THESE STRIPS ARE CONSIDERED TO HAVE THE BEST INDICATIONS OF VALUE FOR THE SUBJECT PROPERTY.

THE SUBJECT OF THIS REPORT IS LOCATED IN A RURAL MARKET AREA, MAKING IT NEEDED TO GO OUTSIDE OF THE ONE MILE RADIUS CUSTOMARILY EXPECTED.

APPRASER CHOOSE COMPARABLES FROM SAME MARKET AREA, THEREFORE ALL COMPARABLES HAVE SIMILAR MARKETABILITY. ALL SALES ARE CONSIDERED TO HAVE THE BEST INDICATIONS OF VALUE FOR THE SUBJECT PROPERTY.

THE SITE ADJUSTMENTS ARE RELATIVE TO THE MARKET REACTION OF SURPLUS LAND OR A LARGER SITE. SURPLUS LAND IS DEFINED AS THAT WHICH IS LARGER THAN WHAT IS TYPICAL. THE MARKET REACTION IS MINIMAL BECAUSE THE LARGER LOT IS NOT NEEDED TO SERVE OR SUPPORT THE PRIMARY HIGHEST AND BEST USE. THE LARGER LOT, AS PER CURRENT ZONING FOR THE COMPARABLE SALES, CANNOT BE SOLD OFF SEPARATELY OR SUBDIVIDED THEREFORE; AN ADJUSTMENT WAS MADE.

IF A ZERO IS PUT INTO A FIELD (PER UAD GUIDELINES) THIS WOULD MEAN THAT IT DOES NOT APPEAR FOR THIS MARKET AREA THAT THE PUBLIC WAS WILLING TO PAY ANY DIFFERENCE.

Conditions of Appraisal

IN COMPLIANCE WITH FEDERAL LAW, THE GRAMM-LEACH-BLILEY ACT,(15 USC 6801 ET SEQ.) AND IT'S IMPLEMENTING REGULATIONS (16 C.F.R.PART313).AND OTHER FEDERAL AND STATE LAWS AND REGULATIONS,THE APPRAISER IS PROHIBITED FROM GIVING INFORMATION TO ANYONE OTHER THAN OUR CLIENT WITHOUT WRITTEN AUTHORIZATION.

ALL ELECTRONIC SIGNATURES ON THIS REPORT HAVE A SECURITY FEATURE MAINTAINED BY INDIVIDUAL PASSWORDS FOR EACH SIGNING APPRAISER. NO PERSON CAN ALTER THE APPRAISAL WITH THE EXCEPTION OF THE ORIGINAL SIGNING APPRAISER/S.

SITE SIZE AND FLOOD ZONE ARE SUBJECT TO A CURRENT SURVEY.

THE SUBJECTS MARKET AREA APPEARS TO BE UNAFFECTED BY THE ONGOING COVID-19 VIRUS, AS THE SUPPLY IS LIMITED AND BANKS ARE LENDING MONEY AT THE TIME OF INSPECTION.

THE CORONAVIRUS (COVID-19) OUTBREAK HAS HAD A SIGNIFICANT IMPACT ON LOCAL, NATIONAL AND GLOBAL ECONOMIES. FINANCIAL MARKETS WORLDWIDE ARE EXPERIENCING UNPRECEDENTED VOLATILITY. IN SOME AREAS OF THE UNITED STATES, THERE ARE CURRENT SHELTER-IN-PLACE ORDERS AND OTHER RESTRICTIONS ON DAILY ACTIVITIES. THESE EVENTS ARE LIKELY TO IMPACT REAL ESTATE VALUES IN THE SHORT TERM BUT, AS OF THE DATE OF THIS APPRAISAL, THERE IS NOT ENOUGH DATA TO SUBSTANTIATE THAT POSITION. I HAVE RESEARCHED ALL AVAILABLE LOCAL SOURCES AND, AS OF THIS DATE, I HAVE NOT FOUND ANY DATA

ADDENDUM

Borrower: N/A

File No.: AJ24L0016

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SUGGESTING THAT SIGNIFICANT CHANGES IN LOCAL REAL ESTATE MARKET HAVE OCCURRED. THE MARKET DATA PRESENTED IN THIS APPRAISAL REPORT IS CONSIDERED THE MOST RECENT AND RELEVANT AVAILABLE AND THE RESULTING ANALYSIS BEST REFLECTS MARKET CONDITIONS AS OF THE EFFECTIVE DATE OF APPRAISAL.

CLARIFICATION OF INTENDED USE AND INTENDED USER:

THE INTENDED USER OF THIS APPRAISAL REPORT IS THE CLIENT. THE INTENDED USE IS TO EVALUATE THE PROPERTY THAT IS THE SUBJECT OF THIS APPRAISAL FOR A MARKET VALUE, SUBJECT TO THE STATED SCOPE OF WORK, PURPOSE OF THIS APPRAISAL, REPORTING REQUIREMENTS OF THIS APPRAISAL REPORT FORM, AND DEFINITION OF MARKET VALUE. NO ADDITIONAL INTENDED USERS ARE IDENTIFIED BY THE APPRAISER.

PLEASE NOTE: I (ANNA M JOWERS) CERTIFY, AS THE APPRAISER, THAT I HAVE COMPLETED ALL ASPECTS OF THIS VALUATION, INCLUDING RECONCILING MY OPINION OF MARKET VALUE, FREE OF INFLUENCE FROM THE CLIENT, CLIENT'S REPRESENTATIVES, BORROWER, OR ANY OTHER PARTY TO THE TRANSACTION.

THE ADJUSTMENTS MADE BY THE APPRAISER ARE MARKET DERIVED AND BASED UPON MATCH PAIRED SALES ANALYSIS. THE QUALITY AND CONDITION RATINGS FOR THE SUBJECT AND COMPARABLE SALES ARE BASED UPON MY PERSONAL INSPECTION OF THE SUBJECT, AND MY INTERPRETATION OF THE PHOTOS AND COMMENTS FOR COMPARABLE SALES FROM THE MLS, AND HOW THEY COMPARE TO THE SUBJECT. THE APPRAISER IS NOT PRIVY TO AND DOES NOT HAVE ACCESS OR KNOWLEDGE OF QUALITY AND CONDITION RATINGS FROM OTHER APPRAISER'S PEERS FOR THE SAME COMPARABLE SALES UTILIZED. ADDITIONALLY, THE APPRAISER DOES NOT HAVE KNOWLEDGE OR INFORMATION REGARDING THE ADJUSTMENT METHODS UTILIZED BY OTHER APPRAISER'S PEERS.

AT THE TIME OF VIEWING THERE HAS BEEN "NO KNOWN" DISASTER WARNING'S OR STORMS IN THE SUBJECT'S MARKET AREA THAT WOULD HAVE ANY ADVERSE EFFECT ON THE SUBJECT'S MARKET VALUE.

THE ADDRESS ON THE REPORT MAY DIFFER FROM THE ADDRESS ON THE ORIGINAL ORDER AS THE APPRAISER HAS UTILIZED THE USPS ADDRESS PER UAD GUIDELINES. THE ADDRESS AS NOTED IN THIS APPRAISAL REPORT IS CORRECT BASED ON DATA OBTAINED FROM THE COUNTY APPRAISERS WEBSITE OR DOCUMENTS PROVIDED TO THE APPRAISER.

THE APPRAISER PERFORMED A EXTERIOR INSPECTION OF THE SUBJECT'S PROPERTY.

NO VALUE GIVEN FOR ANY PERSONAL PROPERTY.

THE APPRAISER HAS KNOWLEDGE AND EXPERIENCE IN APPRAISING THIS TYPE OF PROPERTY IN THIS MARKET AREA AND THE APPRAISER IS AWARE OF, AND HAS ACCESS TO, THE NECESSARY AND APPROPRIATE PUBLIC AND PRIVATE DATA SOURCES, SUCH AS MULTIPLE LISTING SERVICES, TAX ASSESSMENT RECORDS, PUBLIC LAND RECORDS AND OTHER SUCH DATA SOURCES FOR THE AREA IN WHICH THE PROPERTY IS LOCATED.

I CERTIFY, AS THE APPRAISER, THAT I HAVE COMPLIED WITH THE HOME VALUATION CODE OF CONDUCT IN ALL ASPECTS OF THE APPRAISAL PROCESS.

THE LOCATION MAP CONTAINED IN THIS REPORT IS PRODUCED ELECTRONICALLY USING SOFTWARE (GEO-LOCATOR/STREET ATLAS) SUPPLIED BY A VENDOR. THIS SOFTWARE WHILE BELIEVED TO BE RELIABLE IS CONSIDERED ONLY AN APPROXIMATION OF THE EXACT LOCATION OF THE SUBJECTS RESIDENCE AND COMPARABLES INCLUDED IN THIS REPORT AND SHOULD NOT BE RELIED ON FOR EXACT MAP LOCATIONS, DISTANCES, ETC.

PLEASE NOTE: THAT THE APPRAISER HAS "NOT" PERFORMED A PRIOR APPRAISAL RELATING TO THE SUBJECT PROPERTY WITHIN THE PAST THREE YEARS, AND HAS NO PRIOR/CURRENT, OR EXPECTATION OF ANY PROSPECTIVE INTEREST IN THE SUBJECT PROPERTY OR PARTIES INVOLVED.

SCOPE OF WORK PERFORMED:

INFORMATION ABOUT THE SUBJECT PROPERTY WAS OBTAINED FROM PUBLIC RECORDS, USING THE COUNTY'S WEBSITES, AND IF ANY DOCUMENTS PROVIDED BY HOMEOWNER OR BUILDER, IF A REASONABLY RECENT LISTING OF THE PROPERTY WAS DETECTED, FROM ANY LOCAL MULTIPLE LISTING DATA. THIS INFORMATION INCLUDED THE AGE OF THE IMPROVEMENTS, THE LAST DATE OF SALE, THE TAX ACCOUNT NUMBER AND LEGAL DESCRIPTION CONTAINED IN THESE RECORDS, PHYSICAL CHARACTERISTICS, INCLUDING SQUARE FOOT INFORMATION AND ROOM COUNT, THE ASSESSED VALUATION OF THE LAND AND THE IMPROVEMENTS, CURRENT REAL ESTATE TAXES AND ZONING INFORMATION. MAPS SHOWING THE SUBJECT SITE AND THE SUBJECT MARKET AREA WERE EXAMINED AND PREPARED FOR INCLUSION IN THE APPRAISAL REPORT.

A PHYSICAL INSPECTION OF THE SUBJECT PROPERTY WAS MADE, AND AN ANALYSIS WAS MADE OF THE NEIGHBORHOOD, SITE AND IMPROVEMENTS. THIS INSPECTION AND ANALYSIS INCLUDED THE CONSIDERATION OF ANY KNOWN FACTORS THAT COULD BE EXPECTED TO HAVE AN IMPACT ON THE VALUE OF THE SUBJECT PROPERTY. ALTHOUGH DUE DILIGENCE WAS EXERCISED, THE APPRAISER IS NOT AN EXPERT IN MATTERS SUCH AS PEST CONTROL, STRUCTURAL ENGINEERING, HAZARDOUS SUBSTANCES OR ENVIRONMENTAL HAZARDS, AND NO WARRANTY IS GIVEN AS TO THESE ELEMENTS.

AN ANALYSIS WAS MADE OF THE SUBJECT REAL ESTATE MARKET AND OF AVAILABLE MARKET/SALES DATA, UTILIZING MULTIPLE LISTING DATA. THOSE SALES CONSIDERED TO PROVIDE THE BEST INDICATION OF THE MARKET VALUE OF THE SUBJECT PROPERTY WERE SELECTED AND COMPARED TO THE SUBJECT IN THE QUANTITATIVE SALES COMPARISON ANALYSIS. TYPICALLY, ONLY AN EXTERIOR INSPECTION FROM THE STREET IS MADE OF THE COMPARABLE PROPERTIES. INFORMATION ABOUT THE COMPARABLES WAS VERIFIED, INCLUDING PERTINENT FINANCING INFORMATION RELATING TO THE TRANSACTION, USING THE NAMED

ADDENDUM

Borrower: N/A

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SOURCES.

DOLLAR ADJUSTMENTS WERE MADE TO EACH OF THE COMPARABLE PROPERTIES, REFLECTING ESTIMATED MARKET REACTION TO THOSE ITEMS OF SIGNIFICANT VARIATION BETWEEN THE SUBJECT AND COMPARABLE PROPERTIES. IF A SIGNIFICANT ITEM IN A COMPARABLE PROPERTY WAS SUPERIOR TO, OR MORE FAVORABLE THAN THE SUBJECT PROPERTY, A MINUS (-) ADJUSTMENT WAS MADE TO THE COMPARABLE, THUS REDUCING THE INDICATED VALUE OF THE SUBJECT IN COMPARISON TO THAT COMPARABLE; IF A SIGNIFICANT ITEM IN A COMPARABLE WAS INFERIOR TO, OR LESS FAVORABLE THAN THE SUBJECT, A PLUS (+) ADJUSTMENT WAS MADE, THUS INCREASING THE INDICATED VALUE OF THE SUBJECT.

FURTHER ANALYSIS WAS MADE, CONSIDERING SUCH FACTORS AS THE COMPARABLES RELATIVE PROXIMITY TO THE SUBJECT PROPERTY, RECENTNESS OF SALE AND OVERALL SIMILARITY TO THE SUBJECT PROPERTY, IN ORDER TO RECONCILE TO THE FINAL ESTIMATE OF THE VALUE OF THE SUBJECT PROPERTY BY THE SALES COMPARISON APPROACH TO VALUE.

THE APPRAISAL REPORT WAS PREPARED, TOGETHER WITH ATTACHED EXHIBITS, AND THE COMPLETED APPRAISAL REPORT WAS DELIVERED TO THE CLIENT, WHICH CONSTITUTED COMPLETION OF THE ASSIGNMENT.

USPAP ADDENDUM

Borrower: N/A
 Property Address: RIGHT OF WAY WITHIN BLOCK 159
 City: HILLIARD County: NASSAU State: FL Zip Code: 32046
 Lender: SYLVESTER HELHOSKI


APPRAISAL AND REPORT IDENTIFICATION

This report was prepared under the following USPAP reporting option:
 Appraisal Report A written report prepared under Standards Rule 2-2(a).
 Restricted Appraisal Report A written report prepared under Standards Rule 2-2(b).
THIS IS A PERSONAL APPRAISAL NOT FOR ANY MORTGAGE PURPOSES.

Reasonable Exposure Time
 My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 0-90 DAYS
 Exposure Time – The Exposure Time opinion required is specific to the subject property and represents the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure Time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.
 Marketing Time – An opinion of the typical length of time, after the effective date of the appraisal, the properties in the subject’s neighborhood would be expected to be on the market prior to a sales agreement.

Additional Certifications
 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-year period immediately preceding acceptance of this assignment.
 I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.
PLEASE NOTE: THAT THE APPRAISER HAS "NOT" PERFORMED A PRIOR APPRAISAL RELATING TO THE SUBJECT PROPERTY WITHIN THE PAST THREE YEARS, AND HAS NO PRIOR/CURRENT, OR EXPECTATION OF ANY PROSPECTIVE INTEREST IN THE SUBJECT PROPERTY OR PARTIES INVOLVED.

Additional Comments

<p>APPRAISER:</p> <p>Signature:  Name: <u>ANNA M JOWERS</u> Date Signed: <u>01/25/2024</u> State Certification #: <u>CERT RES RD7877</u> or State License #: _____ or Other (describe): _____ State #: _____ State: <u>FL</u> Expiration Date of Certification or License: <u>11/30/2024</u> Effective Date of Appraisal: <u>January 15, 2024</u></p>	<p>SUPERVISORY APPRAISER (only if required):</p> <p>Signature: _____ Name: _____ Date Signed: _____ State Certification #: _____ or State License #: _____ State: _____ Expiration Date of Certification or License: _____ Supervisory Appraiser inspection of Subject Property: <input type="checkbox"/> Did Not <input type="checkbox"/> Exterior-only from street <input type="checkbox"/> Interior and Exterior</p>
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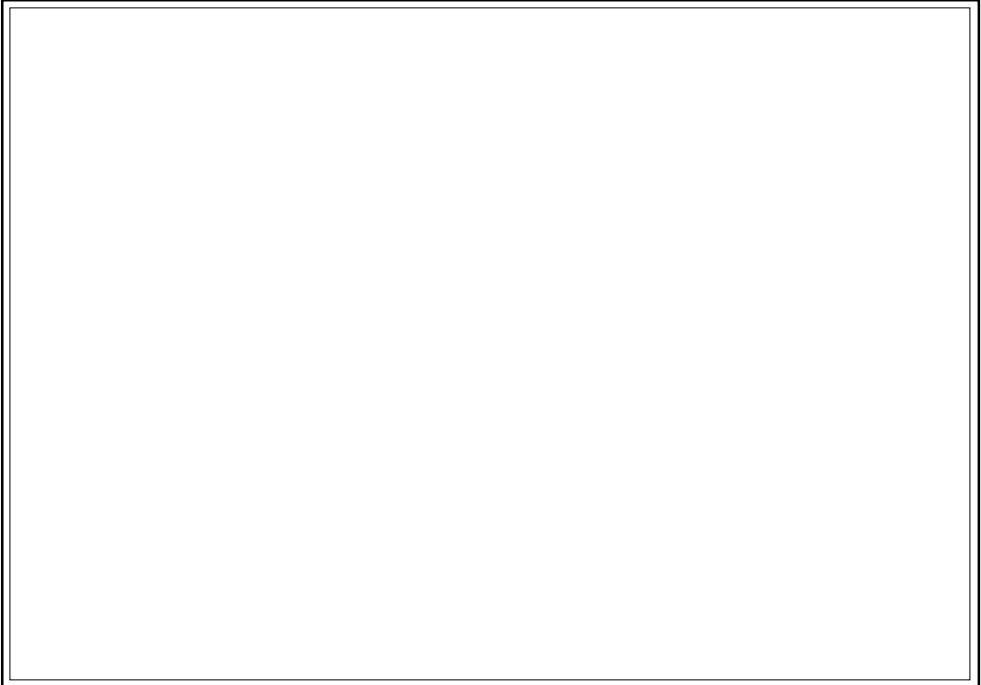
SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: N/A	File No.: AJ24L0016	ITEM-1
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Lender: SYLVESTER HELHOSKI		



**FRONT VIEW OF
SUBJECT PROPERTY**

Appraised Date: January 15, 2024
Appraised Value: \$ 850



**REAR VIEW OF
SUBJECT PROPERTY**



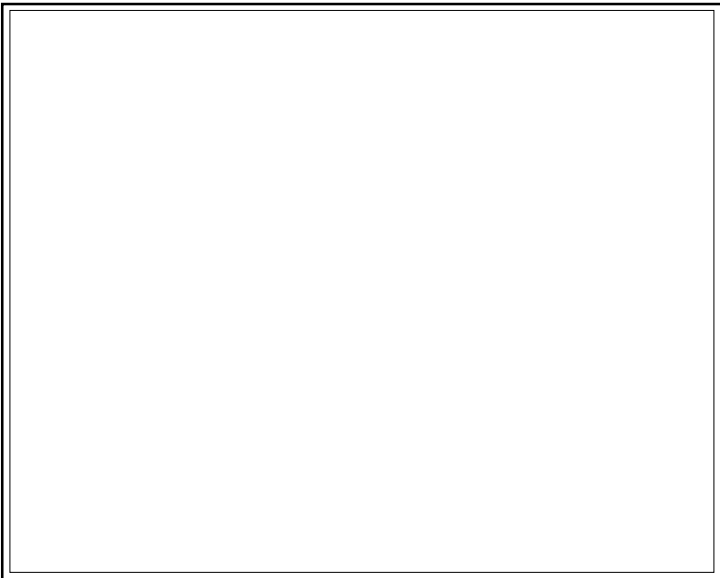
STREET SCENE

SUBJECT PHOTOS

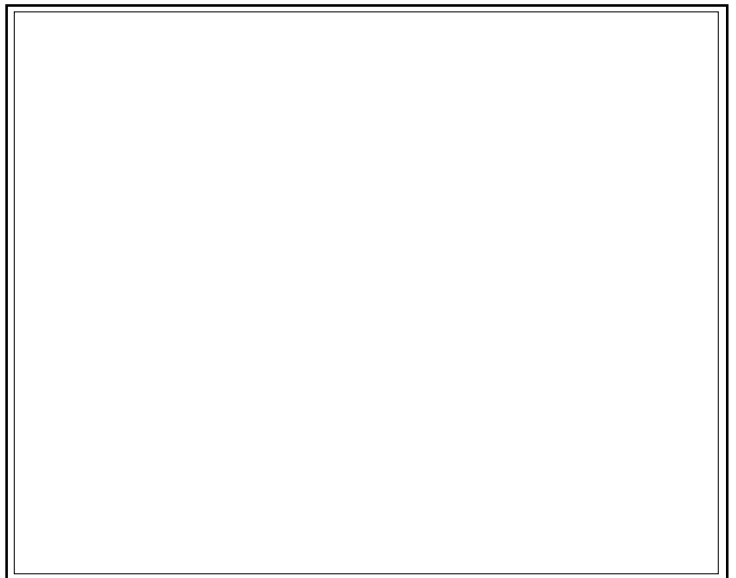
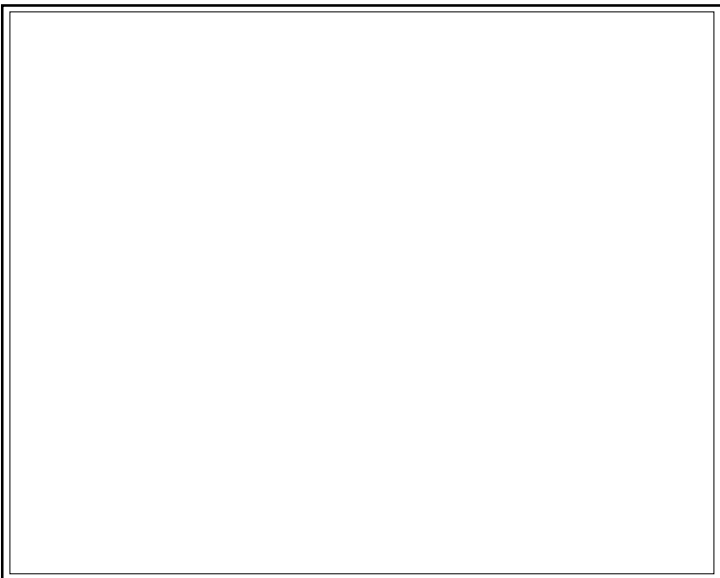
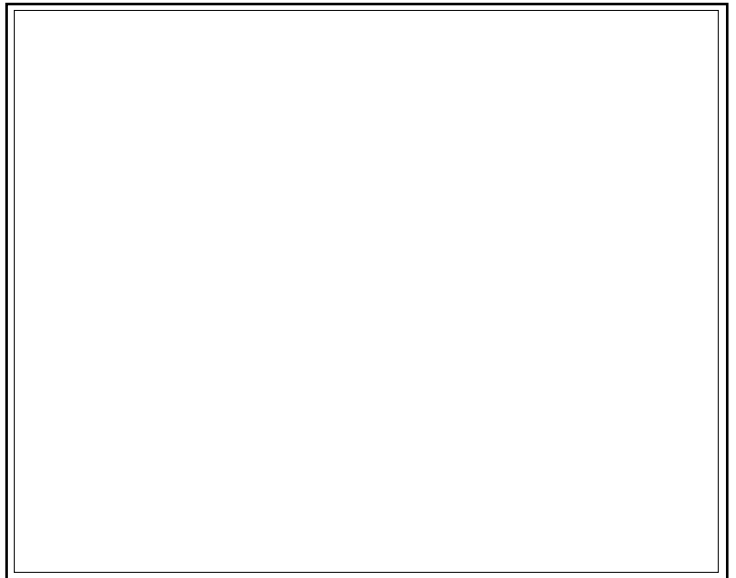
Borrower: N/A	File No.: AJ24L0016	ITEM-1
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OPPOSITE STREET VIEW

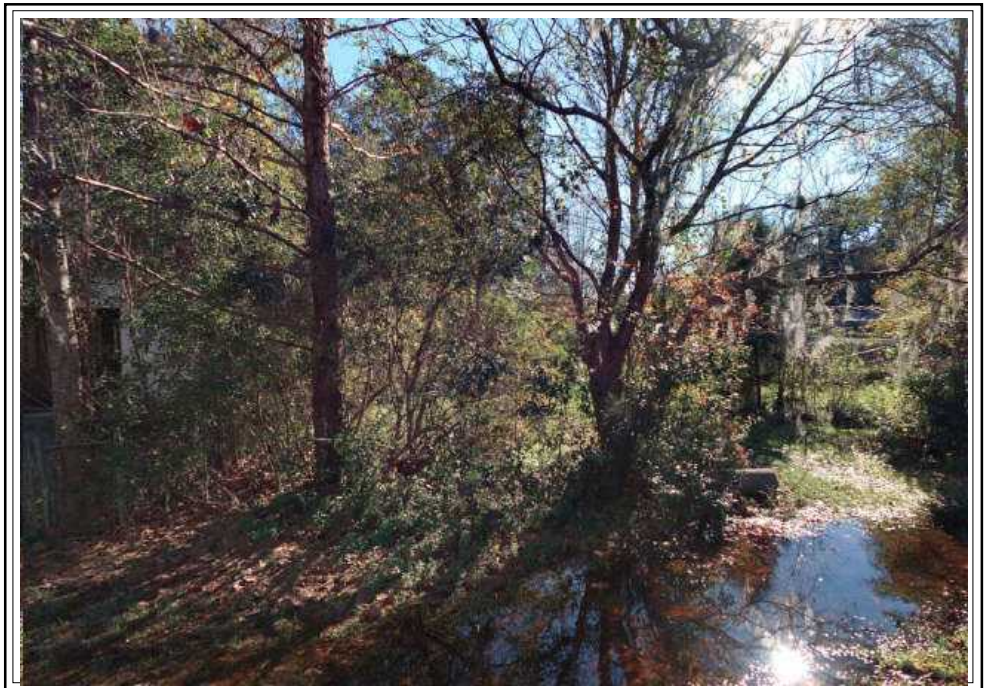


LOT



COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: N/A	File No.: AJ24L0016	ITEM-1
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Lender: SYLVESTER HELHOSKI		



COMPARABLE SALE #1

0 W THIRD ST
HILLIARD, FL 32046
Sale Date:
Sale Price: \$ 850



COMPARABLE SALE #2

0 EIGHTH AV
HILLIARD, FL 32046
Sale Date:
Sale Price: \$ 850



COMPARABLE SALE #3

0 SECOND AV
HILLIARD, FL 32046
Sale Date:
Sale Price: \$ 850

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: N/A	File No.: AJ24L0016	ITEM-1
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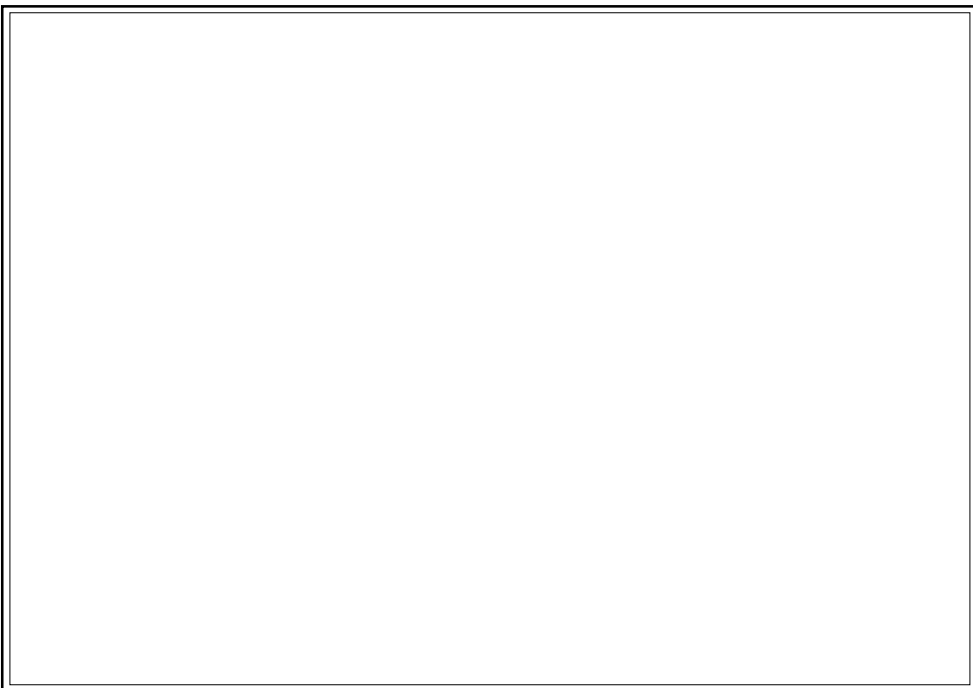
COMPARABLE SALE #4

0 NEW FRONT ST
HILLIARD, FL 32046
Sale Date:
Sale Price: \$ 850



COMPARABLE SALE #5

Sale Date:
Sale Price: \$



COMPARABLE SALE #6

Sale Date:
Sale Price: \$

PLAT MAP

ITEM-1

Borrower: N/A

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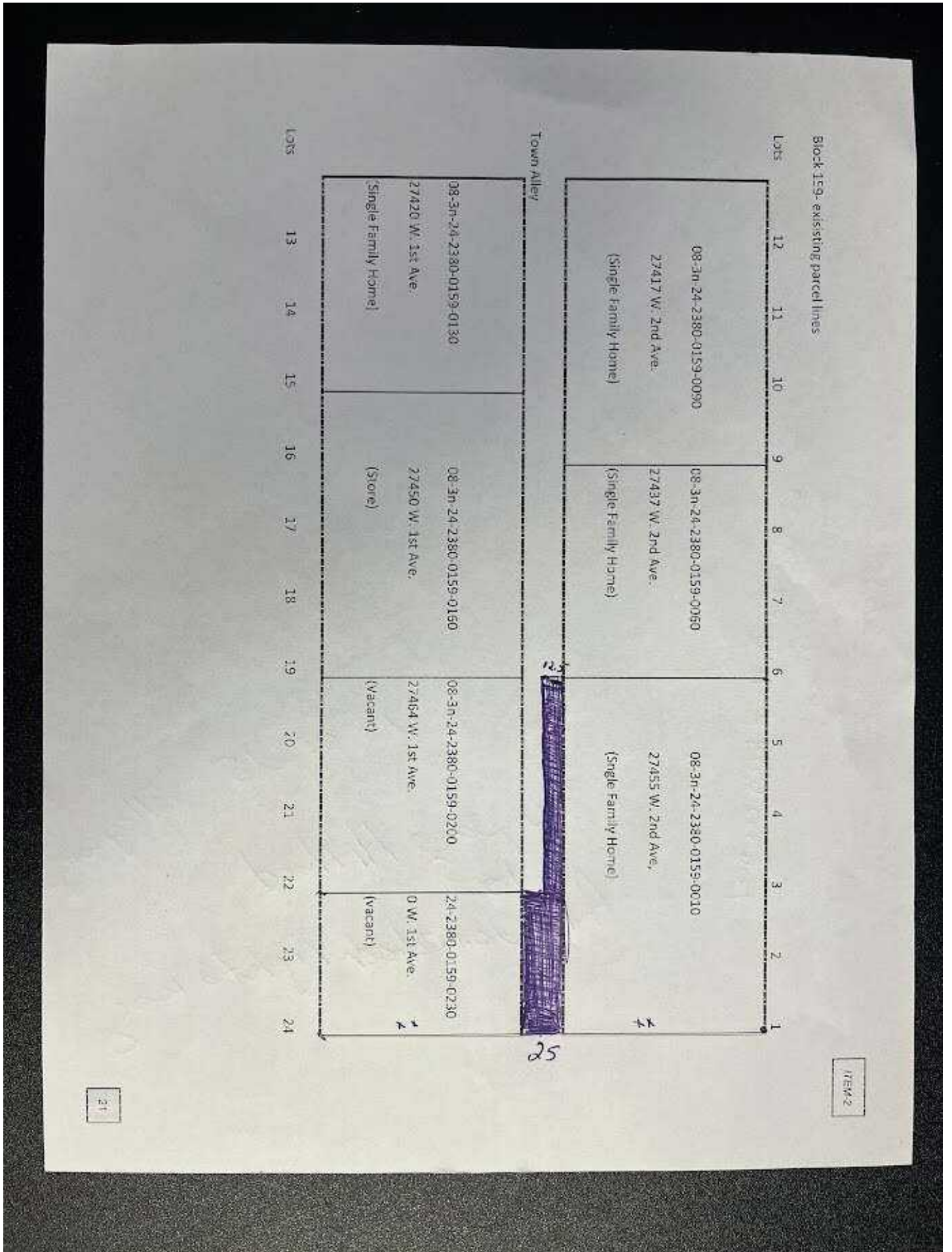
Case No.:

City: HILLIARD

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Zip: 32046

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LOCATION MAP

ITEM-1

Borrower: N/A

File No.: AJ24L0016

Property Address: RIGHT OF WAY WITHIN BLOCK 159

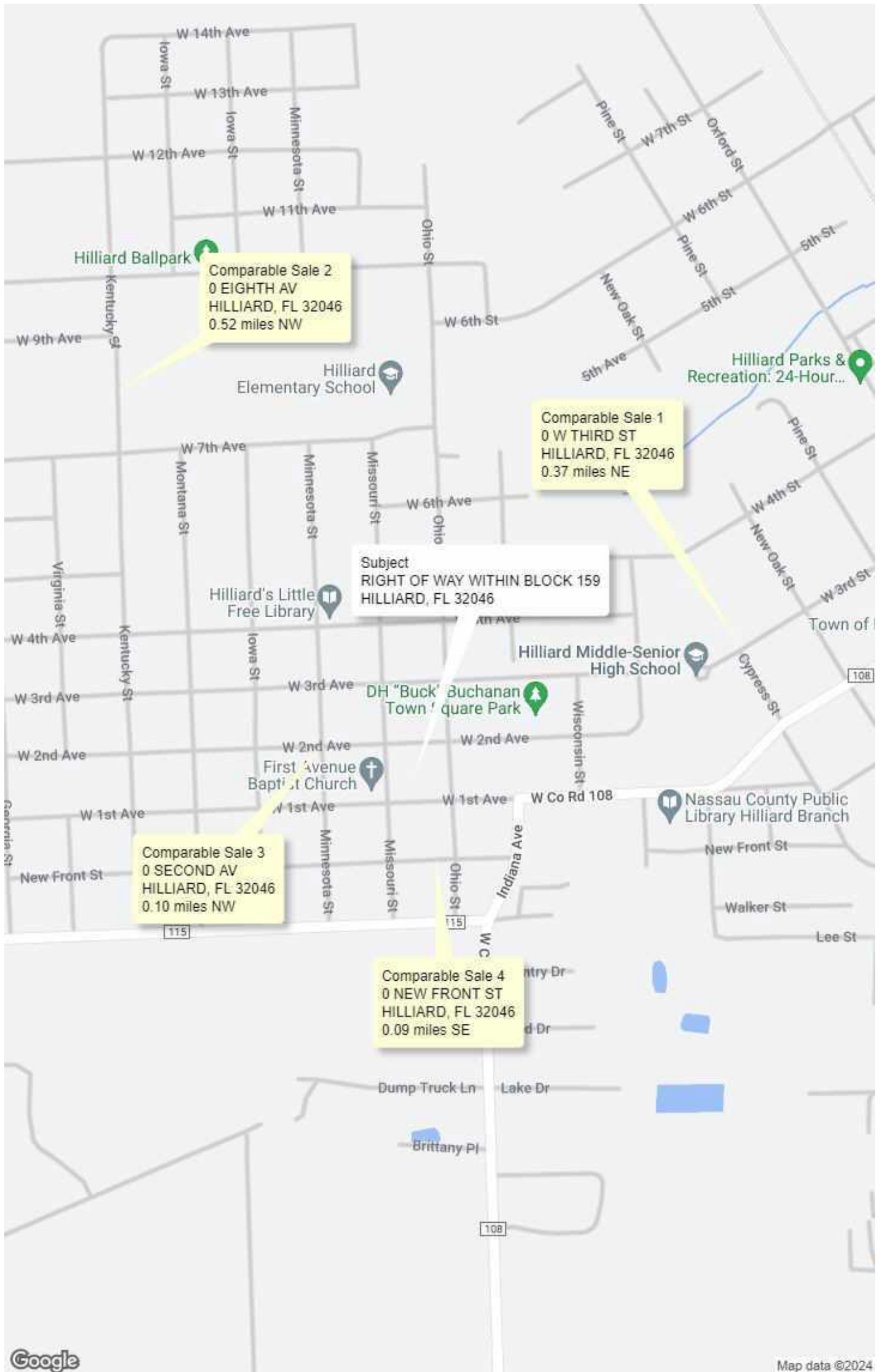
Case No.:

City: HILLIARD

State: FL

Zip: 32046

Lender: SYLVESTER HELHOSKI



AERIAL MAP

ITEM-1

Borrower: N/A

File No.: AJ24L0016

Property Address: RIGHT OF WAY WITHIN BLOCK 159

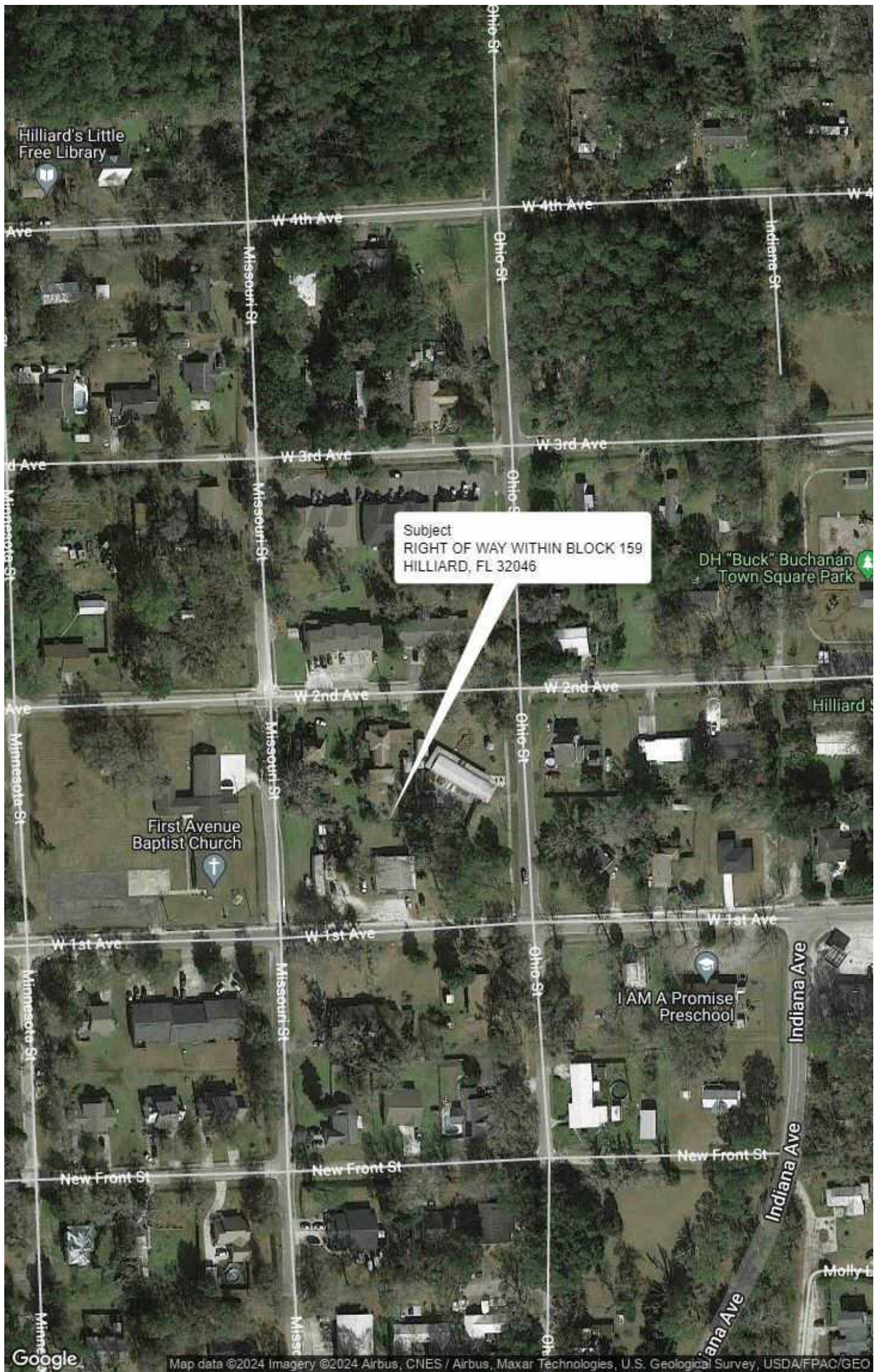
Case No.:

City: HILLIARD

State: FL

Zip: 32046

Lender: SYLVESTER HELHOSKI



Borrower: N/A	File No.: AJ24L0016
Property Address: RIGHT OF WAY WITHIN BLOCK 159	Case No.:
City: HILLIARD	State: FL Zip: 32046
Lender: SYLVESTER HELHOSKI	



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

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



JOWERS, ANNA MARIE
463243 STATE ROAD 200
YULEE FL 32097

LICENSE NUMBER: RD7877

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Borrower: N/A

File No.: AJ24L0016

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Zip: 32046

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DECLARATIONS
for
**REAL ESTATE PROFESSIONAL
ERRORS & OMISSIONS INSURANCE POLICY**

THIS IS A CLAIMS MADE INSURANCE POLICY.

THIS POLICY APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST AN INSURED DURING THE POLICY PERIOD. ALL CLAIMS MUST BE REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD OR WITHIN SIXTY (60) DAYS AFTER THE END OF THE POLICY PERIOD.

Insurance is afforded by the company indicated below: (A capital stock corporation)

Great American Assurance Company

Note: The Insurance Company selected above shall herein be referred to as the **Company**.

Policy Number: **RAB4443224-23**

Renewal of: **RAB4443224-22**

Program Administrator: **Herbert H. Landy Insurance Agency Inc.
100 River Ridge Drive, Suite 301
Norwood, MA 02062**

Item 1. **Named Insured:** **Appraisals First Class, PA**

Item 2. **Address:** **463243 State Road 200**

City, State, Zip Code: **Yulee, FL 32097**

Attn:

Item 3. **Policy Period:** From 03/14/2023 To 03/14/2024
(Month, Day, Year) (Month, Day, Year)

(Both dates at 12:01 a.m. Standard Time at the address of the **Named Insured** as stated in Item 2.)

Item 4. **Limits of Liability:** (inclusive of claim expenses):

- A. \$ 1,000,000 Limit of Liability - Each Claim
- B. \$ 1,000,000 Limit of Liability - Policy Aggregate
- C. \$ 500,000 Limit of Liability - Fair Housing Claims
- D. \$ 500,000 Limit of Liability - Fungi Claims

Item 5. **Deductible:** (inclusive of Claim Expense): **\$ 5,000 Each Claim**

Item 6. **Premium:** \$ **2,934.00**

Additional 2.0% FL Guaranty Association Assessment \$58.68

Item 7. **Retroactive Date** (if applicable): **03/14/2007**

Item 8. **Forms, Notices and Endorsements attached:**

**D43100 (08/19) D43300 FL (05/13) D43444 (03/17) D43442 (03/15)
D43411 (05/13) D43447 (06/17) D43448 (06/17) D43432 (05/13)
D43421 (03/15) D43425 (05/13) IL7324 (07/21)**

Reya A. Maguon
Authorized Representative

D43101 (03/15)

Page 1 of 1

Appraiser Independence Certification

File No.: AJ24L0016

Borrower: N/A
 Property Address: RIGHT OF WAY WITHIN BLOCK 159
 City: HILLIARD County: NASSAU State: FL Zip Code: 32046
 Lender/Client: SYLVESTER HELHOSKI

I do hereby certify, I have followed the appraiser independence safeguards in compliance with Appraisal Independence and any applicable state laws I may be required to comply with. This includes but is not limited to the following:


- I am currently licensed and/or certified by the state in which the property to be appraised is located. My license is the appropriate license for the appraisal assignment(s) and is reflected on the appraisal report.
- I certify that there have been no sanctions against me for any reason that would impair my ability to perform appraisals pursuant to the required guidelines.

I assert that no employee, director, officer, or agent of the Lender/Client, or any other third party acting as joint venture partner, independent contractor, appraisal company, appraisal management company, or partner on behalf of the Lender/Client, influenced or attempted to influence the development, reporting, result, or review of the appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery, or in any other manner.

I further assert that the Lender/Client has never participated in any of the following prohibited behavior in our business relationship:

1. Withholding or threatening to withhold timely payment or partial payment for the appraisal report;
2. Withholding or threatening to withhold future business, or demoting or terminating, or threatening to demote or terminate my services;
3. Expressly or implicitly promising future business, promotions, or increased compensation for my services;
4. Conditioning the ordering of the appraisal report or the payment of the appraisal fee or salary or bonus on my opinion, conclusion or valuation reached, or on a preliminary value estimate requested;
5. Requesting an estimated, predetermined, or desired valuation in the appraisal report, prior to the completion of the appraisal report, or requesting estimated values or comparable sales at any time prior to the completion of the appraisal report;
6. Providing an anticipated, estimated, encouraged or desired value for the subject property, or a proposed or target amount to be loaned to the Borrower, except that a copy of the sales contract may have been provided if the assignment was for a purchase transaction;
7. Providing stock or other financial or non-financial benefits to me or any entity or person related to me, my appraisal or appraisal management company, if applicable;
8. Any other act or practice that impairs or attempts to impair my independence, objectivity or impartiality, or violates law or regulation, including but not limited to, the Truth in Lending Act (TILA) and Regulation Z, or the Uniform Standards of Professional Appraisal Practice (USPAP).

Additional Comments:

<p>APPRAISER:</p> <p>Signature: </p> <p>Name: <u>ANNA M JOWERS</u></p> <p>Date Signed: <u>01/25/2024</u></p> <p>State Certification #: <u>CERT RES RD7877</u></p> <p>or State License #: _____</p> <p>or Other (describe): _____ State #: _____</p> <p>State: <u>FL</u></p> <p>Expiration Date of Certification or License: <u>11/30/2024</u></p>	<p>SUPERVISORY APPRAISER (only if required):</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Date Signed: _____</p> <p>State Certification #: _____</p> <p>or State License #: _____</p> <p>State: _____</p> <p>Expiration Date of Certification or License: _____</p>
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**A PROCLAMATION OF THE TOWN OF HILLIARD
DESIGNATING APRIL 2024 AS
“WATER CONSERVATION MONTH”
IN THE TOWN OF HILLIARD**

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, The State of Florida, Water Management Districts and the Town of Hilliard are working together to increase awareness about the importance of water conservation; and

WHEREAS, the Town of Hilliard and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida’s Water Conservation Month, to educate citizens about how they can help save Florida’s precious water resources; and

WHEREAS, the Town of Hilliard has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

WHEREAS, outdoor irrigation comprises a large portion of water use, the Town of Hilliard will encourage citizens and businesses to focus on improving outdoor irrigation efficiency;

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me John P. Beasley as Mayor, of the Town of Hilliard, do hereby proclaim the month of April as

Water Conservation Month

The Town of Hilliard, Nassau County, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water. For this, the 26th year of Water Conservation Month, there will be a special focus on improving outdoor irrigation efficiency.

John P. Beasley, Mayor

Date



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: April 4, 2024

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

SUBJECT: Town Council approval to adopt Resolution No. 2024-06, accepting a Florida Department of Transportation Grant offer of a Public Transportation Amendment to the Public Transportation Grant Agreement and authorizing and directing the Hilliard Town Council to accept such agreement in the amount of \$15,000, for the Environmental Assessment for the North & South property acquisitions at the Hilliard Airpark.

BACKGROUND:

On August 19, 2021, the Town Council accepted a FDOT PTGA in the amount of \$40,000 for the Environmental Assessment for the North property acquisitions at the Hilliard Airpark with the agreement expiring on September 30, 2024. The FDOT PTGA Amendment #1 of an additional \$15,000 in funding will result in a total project cost of \$55,000 and Amendment #2 a time extension of a one-year to, September 30, 2025.

FINANCIAL IMPACT:

FDOT PTGA 100% Grant funded project.

RECOMMENDATION:

Town Council adoption of Resolution No. 2024-06, accepting a FDOT Public Transportation Grant agreement Amendment #1 in the amount of an additional \$15,000 and the signing of Amendment #2 a one-year time extension for the Environmental Assessment for the North property acquisitions at the Hilliard Airpark.

RESOLUTION NO. 2024-06

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILLIARD, FLORIDA, A MUNICIPAL CORPORATION ACCEPTING A FLORIDA DEPARTMENT OF TRANSPORTATION OFFER OF A PUBLIC TRANSPORTATION AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT AND AUTHORIZING AND DIRECTING THE HILLIARD TOWN COUNCIL TO ACCEPT SUCH AGREEMENT.

WHEREAS, the Town of Hilliard, and the State of Florida Department of Transportation (FDOT) has determined it to be in their mutual interest to facilitate the development of the herein described project at the Hilliard Airpark, to wit:

ENVIRONMENTAL ASSESSMENT FOR THE NORTH & SOUTH PROPERTY ACQUISITIONS AT HILLIARD AIRPARK

FDOT F.P. NUMBER 440039-2-94-24

WHEREAS, the State of Florida Department of Transportation and the Town of Hilliard have agreed to joint funding for the project; and the FDOT has additional funding to increase their portion by \$15,000 of which shall be at One Hundred Percent (100%) under the Rural Economic Development Initiative (REDI) bringing the revised total cost to \$55,000 related to eligible project costs; and

WHEREAS, both parties now wish to formalize the arrangement in the form of an Amended Public Transportation Grant Agreement (APTGA).

NOW THEREFORE, be it resolved, as follows:

1. The Town of Hilliard confirms its desire to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation; and
2. Local project funds will initially be available for the project equating to One Hundred Percent (100%) under the Rural Economic Development initiative (REDI) or \$55,000 the revised total cost in facilitating the project; and
3. The Council President Kenneth A. Sims, Town Clerk Lisa Purvis, and Mayor John P. Beasley, are hereby authorized to execute this Resolution on behalf of the Town of Hilliard; and
4. The Council President, Town Clerk and Mayor, of the Town of Hilliard, Kenneth A. Sims, Lisa Purvis and John P. Beasley, are herein specifically authorized to enter and sign such documents as may be necessary, including the referenced Amendment Public Transportation Grant Agreement, future modifications, time extensions, and project scope changes with the State of Florida Department of Transportation.

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

Kenneth A. Sims
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

**PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 440039-2-94-24	Fund(s):	DDR,DPTO	FLAIR Category:	088719
	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55022020228
Contract Number: G1Z49	Federal Award Date:		Vendor Number:	VF596018372005
CFDA Number: N/A	SAM/UEI Number:		Amendment No.:	1
CFDA Title: N/A				
CSFA Number: 55.004				
CSFA Title: Aviation Grant Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT (“Amendment”) is made and entered into on _____, by and between the State of Florida, Department of Transportation (“Department”), and Town of Hilliard, (“Agency”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Department and the Agency on 8/30/2021 (date original Agreement entered) entered into a Public Transportation Grant Agreement (“Agreement”).

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended Environmental Assessment additional funds at Hilliard Airpark.

2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation
 - Seaports
 - Transit
 - Intermodal
 - Rail Crossing Closure
 - Match to Direct Federal Funding (Aviation or Transit)
 - Other
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- *Exhibit G: Financial Assistance (Single Audit Act)
- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

- *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
- *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is increased/ decreased by \$15,000 bringing the revised total cost of the project to \$55,000.

The Department's participation is increased/ decreased by \$15,000. The Department agrees to participate in the Project cost up to the maximum amount of \$55,000, and, additionally the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY Town of Hilliard

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: John P. Beasley
Title: Council President

By: _____
Name: James M. Knight, P.E.
Title: Urban Planning and Modal Administrator

ATTEST:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Lisa Purvis, Town Clerk

Legal Review: _____

APPROVED:

Floyd L. Vanzant, Mayor

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Environmental Assessment for the North and South Property Acquisitions.

B. Project Location (limits, city, county, map): Hilliard Airpark/Hilliard, FL/Nassau

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Environmental Assessment (EA) - Additional funds added: As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees, survey and data acquisition costs, conducting shovel digs, archeological review and related work on the proposed acquisition parcels to the north and south and coordinate findings with the Seminole Tribe of FL, SHPO & FAA and includes all labor and incidentals required to complete the environmental assessment in accordance with FAA Order 1050.1 Environmental Impacts: Policies and Procedures, FAA Order 5050.4, NEPA Implementing Instructions for Airport Actions, and other federal and state requirements. The Sponsor will comply with Aviation Program Assurances.

This additional site work and coordination was the result and condition that resulted from the last Environmental Assessment that was completed.

D. Deliverable(s): Environmental Assessment for the North and South Property Acquisitions at Hilliard Airpark.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

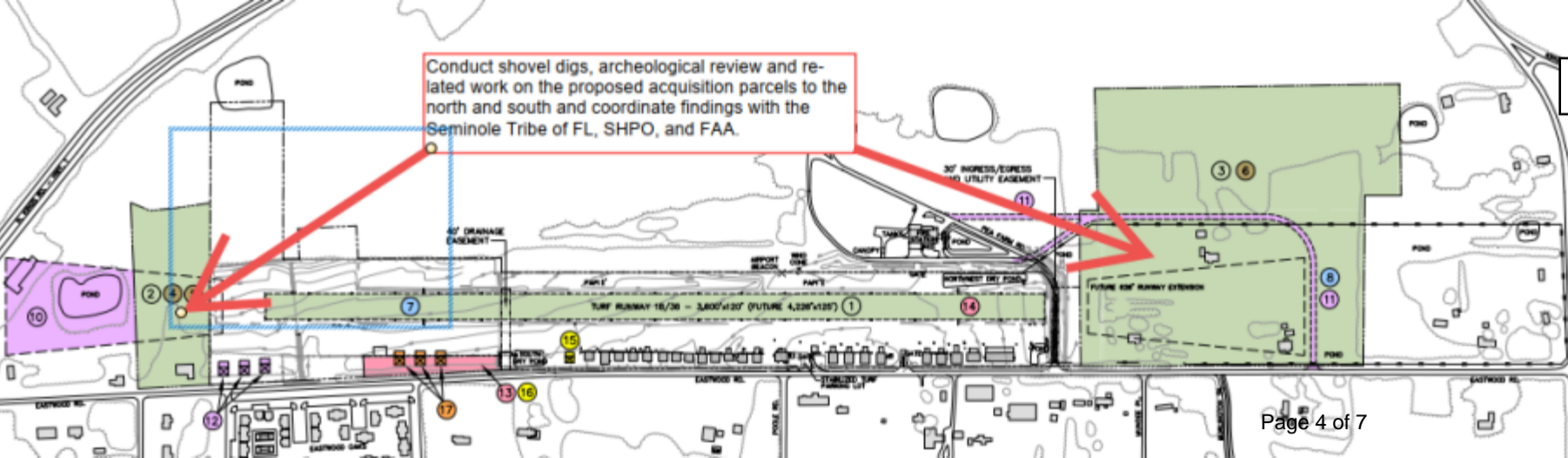
E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

Conduct shovel digs, archeological review and related work on the proposed acquisition parcels to the north and south and coordinate findings with the Seminole Tribe of FL, SHPO, and FAA.

ITEM-4



HILLIARD AIRPA
Mascou County, Florida
AECOM



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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT EXHIBITS**

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
440039-2-94-24	DDR	088719	2022	751000	55.004	Aviation Grant Program	\$40,000.00
440039-2-94-24	DPTO	088719	2024	751000	55.004	Aviation Grant Program	\$15,000.00
Total Financial Assistance							\$55,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$55,000.00	\$0.00	\$0.00	\$55,000.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$55,000.00	\$0.00	\$0.00	\$55,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Donna Whitney

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-
STRA
DEVELOPMENT
OGC 7/22

ITEM-4

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-
STRA
DEVELOPMENT
OGC 7/22

ITEM-4

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:-

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$55,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT FOR EXTENSION OF PUBLIC
TRANSPORTATION GRANT AGREEMENT**

ITEM-4

DATE: 3/27/24
TO: William Prange
Town of Hilliard
FROM: Donna Whitney
SUBJECT: HILLIARD APK ENVIRONMENTAL ASSESSMENT N PROPERTY ACQ. PFL0013226
Hilliard Airpark

CONTRACT NUMBER: G1Z49

AMENDMENT NUMBER: 2

FINANCIAL MANAGEMENT NUMBER: 440039-2

The Public Transportation Grant Agreement ("Agreement") between the Florida Department of Transportation ("Department") and Town of Hilliard ("Agency"), dated 08/30/2021, is scheduled to expire on the 30 day of September, 2024.

The Agency requests an Amendment of the Agreement, to extend the end date of the Agreement to the 30 day of September, 2025, for additional time to complete the Project for the following reasons: The supplemental environmental work tasks cannot be initiated until the 3 parcels north of the Airpark are acquired by the Town and that is not expected to be complete until June or July 2024. Extending the PTGA will allow approx. 12 months to complete the tasks and gain FAA and other agency approvals.

The Department agrees to the requested extension of the Agreement. All of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on _____
(to be completed by Department).

Agency: Town of Hilliard

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: John P. Beasley

Name: James M. Knight, P.E.

Title: Council President

Title: Urban Planning and Modal Administrator

ATTEST:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Lisa Purvis, Town Clerk

APPROVED:

Floyd L. Vanzant, Mayor

RESOLUTION NO. 2021-17

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILLIARD, FLORIDA, A MUNICIPAL CORPORATION ACCEPTING A FLORIDA DEPARTMENT OF TRANSPORTATION OFFER OF A PUBLIC TRANSPORTATION GRANT AGREEMENT AND AUTHORIZING AND DIRECTING THE HILLIARD TOWN COUNCIL TO ACCEPT SUCH AGREEMENT.

WHEREAS, the Town of Hilliard, and the State of Florida Department of Transportation (FDOT) has determined it to be in their mutual interest to facilitate the development of the herein described project at the Hilliard Airpark, to wit:

ENVIRONMENTAL ASSESSMENT FOR THE NORTH & SOUTH PROPERTY ACQUISITIONS AT HILLIARD AIRPARK

FDOT F.P. NUMBER 440039-2-94-22

WHEREAS, the State of Florida Department of Transportation and the Town of Hilliard have agreed to joint funding for the project; and the FDOT portion of which shall be at One Hundred Percent (100%) under the Rural Economic Development Initiative (REDI) or \$40,000.00 related to eligible project costs; and

WHEREAS, both parties now wish to formalize the arrangement in the form of a Public Transportation Grant Agreement (PTGA).

NOW THEREFORE, be it resolved, as follows:

1. The Town of Hilliard confirms its desire to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation; and
2. Local project funds will initially be available for the project equating to One Hundred Percent (100%) under the Rural Economic Development initiative (REDI) or \$40,000.00 in facilitating the project; and
3. The Council President John P. Beasley, Town Clerk Lisa Purvis, and Mayor Floyd L. Vanzant, are hereby authorized to execute this Resolution on behalf of the Town of Hilliard; and
4. The Council President, Town Clerk and Mayor, of the Town of Hilliard, John P. Beasley, Lisa Purvis and Floyd L. Vanzant, are herein specifically authorized to enter and sign such documents as may be necessary, including the referenced Public Transportation Grant Agreement, future modifications, time extensions, and project scope changes with the State of Florida Department of Transportation.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: April 4, 2024

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

SUBJECT: Town Council approval to adopt Resolution No. 2024-07, accepting a Florida Department of Transportation Grant offer of a Public Transportation Grant Agreement and authorizing and directing the Hilliard Town Council to accept such agreement in the amount of \$300,000, for Obstruction Removal on the ends of the North & South runways at the Hilliard Airpark.

BACKGROUND:

Obstruction removal on the ends of the North & South runways at the Hilliard Airpark.

FINANCIAL IMPACT:

FDOT PTGA 100% grant funded project.

RECOMMENDATION:

Town Council approval to adopt Resolution No. 2024-07, accepting a FDOT PTGA and authorizing the signing of such agreement in the amount of \$300,000 for the obstruction removal on the ends of the North & South runways at the Hilliard Airpark.

RESOLUTION NO. 2024-07

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILLIARD, FLORIDA, A MUNICIPAL CORPORATION ACCEPTING A FLORIDA DEPARTMENT OF TRANSPORTATION OFFER OF A PUBLIC TRANSPORTATION GRANT AGREEMENT AND AUTHORIZING AND DIRECTING THE HILLIARD TOWN COUNCIL TO ACCEPT SUCH AGREEMENT.

WHEREAS, the Town of Hilliard, and the State of Florida Department of Transportation (FDOT) has determined it to be in their mutual interest to facilitate the development of the herein described project at the Hilliard Airpark, to wit:

OBSTRUCTION REMOVAL ON THE ENDS OF THE NORTH & SOUTH RUNWAYS AT HILLIARD AIRPARK.

FDOT F.P. NUMBER 441746-5-94-24

WHEREAS, the Town of Hilliard is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver; and

WHEREAS, the estimated total cost of the Project is \$300,000 and the State of Florida Department of Transportation agrees to participate in the Project cost up to the maximum amount of \$300,000. and the Department's participation in the Project shall not exceed 100% of the total eligible cost of the Project; and

WHEREAS, both parties now wish to formalize the arrangement in the form of a Public Transportation Grant Agreement (PTGA).

NOW THEREFORE, be it resolved, as follows:

1. The Town of Hilliard confirms its desire to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation; and
2. The Town of Hilliard has requested a Rural Economic Development Initiative (REDI) waiver; and
3. Local project funds will initially be available for the project equating to Ten Percent (100%) under the Rural Economic Development initiative (REDI) or \$300,000 in facilitating the project; and
4. The Council President Kenneth A. Sims, Town Clerk Lisa Purvis, and Mayor John P. Beasley, are hereby authorized to execute this Resolution on behalf of the Town of Hilliard; and

5. The Council President, Town Clerk and Mayor, of the Town of Hilliard, Kenneth A. Sims, Lisa Purvis and John P. Beasley, are herein specifically authorized to enter into and sign such documents as may be necessary, including the referenced Public Transportation Grant Agreement, future modifications, time extensions, and project scope changes with the State of Florida Department of Transportation.

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

Kenneth A. Sims
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) 441746-5-94-24	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 215	FLAIR Category: 088719
	Federal Award Date:		Object Code: 751000
Contract Number:	Agency SAM/UEI Number:		Org. Code: 55022020228
CFDA Number: N/A			Vendor Number: VF596018372005
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Town of Hilliard, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Obstruction removal on the ends of the North & South runways at Hilliard AirPark. The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656., as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation**
- Seaports**
- Transit**
- Intermodal**
- Rail Crossing Closure**
- Match to Direct Federal Funding (Aviation or Transit)**
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other**

- Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- *Exhibit G: Audit Requirements for Awards of State Financial Assistance
 *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
 *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
 *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through March 31, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the ___ day of ___, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$300,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$300,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
- Travel expenses are NOT eligible for reimbursement under this Agreement.
- Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

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Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

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- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project**

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Description and Responsibilities, and as set forth in **Exhibit “B”, Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department’s Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “G”, Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency’s resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

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applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

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- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage

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described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

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- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Town of Hilliard

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: John P. Beasley

Name: James M. Knight, P.E.

Title: Council President

Title: Urban Planning and Modal Administrator

ATTEST:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Lisa Purvis, Town Clerk

Angela Hensel

APPROVED:

Floyd L. Vanzant, Mayor

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Obstruction removal on the ends of the North & South runways.

B. Project Location (limits, city, county, map): Hilliard Airpark/Hilliard, FL/Nassau

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey costs, permitting, construction inspection costs, mobilization and demobilization, maintenance of traffic, demolition, mitigation, marking, and lighting (conduits, cables, and fixtures). It includes all materials, equipment, labor, and incidentals required to complete the project. The project includes the removal of trees that are close-in obstructions in the North - RW 18 RPZ and in the South - RW 36 RPZ areas. The work will include clearing and grubbing of trees, site grading to establish good drainage patterns and seeding and mulching to establish turf. The work will also include perimeter fencing work. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Obstruction removal on the ends of the North & South runways.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
441746-5-94-24	DPTO	088719	2024	751000	55.004	Aviation Grant Program	\$300,000.00
Total Financial Assistance							\$300,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$300,000.00	\$0.00	\$0.00	\$300,000.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$300,000.00	\$0.00	\$0.00	\$300,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Donna Whitney

Department Grant Manager Name

Signature

Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Donna Whitney (email: Donna.Whitney@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is __.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

- 3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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- b. Florida Administrative Code (FAC)**
- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
 - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
 - Section 62-256.300, FAC, Open Burning, Prohibitions
 - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety
- c. Local Government Requirements**
- Airport Zoning Ordinance
 - Local Comprehensive Plan
- d. Department Requirements**
- Eight Steps of Building a New Airport
 - Florida Airport Revenue Use Guide
 - Florida Aviation Project Handbook
 - Guidebook for Airport Master Planning
 - Airport Compatible Land Use Guidebook
- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:
- a. Federal Requirements**
- FAA AC 70/7460-1, Obstruction Marking and Lighting
 - FAA AC 150/5300-13, Airport Design
 - FAA AC 150/5370-2, Operational Safety on Airports During Construction
 - FAA AC 150/5370-10, Standards for Specifying Construction of Airports
- b. Local Government Requirements**
- Local Building Codes
 - Local Zoning Codes
- c. Department Requirements**
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
 - Manual on Uniform Traffic Control Devices
 - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
 - Standard Specifications for Construction of General Aviation Airports
 - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:
- a. Federal Requirements**
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
 - National Environmental Policy of 1969
 - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
 - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
- b. Florida Requirements**
- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
 - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
 - Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
- 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
- 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:-

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$300,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



AGENDA ITEM REPORT TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: April 4, 2024

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

SUBJECT: Town Council approval of the agreement between TopShelf Baseball Academy LLC and Town of Hilliard for the use of Baseball Grounds at North Oxford.

BACKGROUND:

Representatives of TopShelf Baseball Academy contacted the Parks & Recreation Director regarding the use of the Baseball field at North Oxford Park. The proposed agreement would allow TopShelf to use the Baseball field in exchange for maintaining the field at the cost of TopShelf. The Town of Hilliard and the Parks & Recreation Department would retain priority use for Town sponsored events or rentals.

FINANCIAL IMPACT:

This is a cost savings for the Town as currently the Parks & Recreation Department does not have proper equipment to maintain the infield. When the infield is maintained, it is at the cost of the Recreation Department. With this Agreement, the Recreation Department will benefit from the infield being maintained by TopShelf and will open use for other potential programs such as softball and kickball.

RECOMMENDATION:

Town Council approval of the Agreement between TopShelf Baseball Academy and the Town of Hilliard for the use of the Baseball Grounds at North Oxford.

**TOWN OF HILLIARD
PARK FACILITY USE AGREEMENT**

THIS PARK FACILITY USE AGREEMENT (the “Agreement”) is hereby made effective this ____ day of _____, 20__, between the Town of Hilliard, a Florida municipal corporation (the “Town”), and the following entity or entities, TopShelf Baseball Academy, LLC (the “User”).

1. **Property.** The Town agrees to grant User a non-exclusive license to use the Town’s park facility located at 371093 Oxford St, Hilliard, FL 32046 and referred to as the Baseball Grounds of North Oxford (the “Property”) for certain times and dates described in Section 2 of this Agreement. This license is not assignable.

2. **License Times.** The Town agrees that User shall be permitted to use the Property on the following dates and times: Tuesday – Thursday 6-8pm and Sunday 2-4pm However, in no event shall the license extend past 3/31/2025 without renewal by the Town.

3. **User Information.** For the purposes of this Agreement, User provides the following contact information, which User agrees shall be used by the Town for communication and delivery of notices pursuant to this Agreement:

- Name of User: TopShelf Baseball Academy, LLC
- Type of User (circle): Individual / Company / Partnership
- Authorized Agent: Austin VanZant / Josh Blanton
- Title of Agent: _____
- Contact Phone Number: 904-583-7348
- Contact Email: _____
- Contact Mail Address: _____

4. **Purpose.** The Town and User agree that the license provided by the Town to User shall only be used for the following purpose: TopShelf Baseball Practice.

5. **Maximum Occupancy.** The Town and User agree that the license is limited to a maximum occupancy of _____ persons.

6. **Fee.** As valuable and good consideration for the license provided in this Agreement, User agrees to pay the Town a fee of \$0.00 on or before _____. The fee is waived in exchange for field maintenance by TopShelf Baseball Academy.

7. **Indemnification.** User hereby agrees to release, indemnify, and hold harmless the Town, its officers, Town Council members, department heads, staff, employees, contractors, volunteers, and agent of any kind (cumulatively, the “Releasees”) from and against all liability, including claims, demands, losses, damages, and expenses of every kind and description to persons who use the Property in any manner arising

out of the purpose described in Section 4 of this Agreement by User. This includes liability resulting directly or indirectly from acts or omissions of Releasees or User, or the persons who User permits, invites, or contemplates using the Property pursuant to its purpose described in Section 4 of this Agreement, unless such liability results from the sole negligence of Releasees. Such indemnification and release includes attorney fees, court costs, dispute resolution costs, as well as costs of damage to property and expenses of every kind resulting from use of the Property. **Further, User agrees that it shall obtain a waiver and release form approved by the Town from all of its invitees and guests directly participating in the approved Use and provide copies to the Town.**

8. **Insurance.** At least seven (7) business days prior to the beginning date in Section 2, above, User shall acquire and provide to the Town copies of certificates of insurance verifying that User has obtained:

- Commercial General Liability insurance in the amount of See COI
- Automobile Liability insurance in the amount of _____
- Bodily Injury & Property Damage insurance in the amount of _____
- _____

9. **Cancellation.** Either User or Town may terminate the license at any time upon one giving written notice to the other, using the contact information provided in this Agreement. For purposes of the Town receiving notice, User shall provide written notice to the Town by email gwhittenburg@townofhilliard.com or regular mailing address _____. In no event shall any fees provided by User be returned except in the Town’s sole discretion.

10. **Force Majeure.** If by reason of fire, action of the elements, catastrophe, or some similar Act of God, the Property cannot be made available by the Town for use by User, and the use for which User desired using the Property cannot be rescheduled, then User shall release the Town from any and all claims, demands, agreements, and liabilities whatsoever that User may have had, except that the Town shall refund to User any prorated fees made by User to the Town less any costs incurred by the Town reasonably incurred in anticipation of the use.

11. **Property Damage.** User agrees that alcohol, illegal drugs, or smoking are not permitted on the Property. User shall be responsible for any and all damage to the Property caused by negligent or willful conduct of any person attending or participating in the use on the Property. Aside from normal wear and tear, any damages or losses resulting from an event will be assessed to User on the basis of actual cost of repair and/or replacement as determined by the Town.

12. **Disputes.** Any action arising out of the terms of this Agreement shall be brought in Nassau County, Florida, unless only a federal court has jurisdiction, in which case the case shall be brought in the U.S. District Court for the Middle District of

Florida. Florida law shall govern this Agreement. The prevailing party in any litigation shall be entitled to recover its reasonable attorney fees and costs.

- 13. **Binding.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their agents, successors, and assigns, if permitted.
- 14. **Entire Agreement.** This Agreement embodies the entire agreement between the Town and User and there are no other representations, promises, agreements, conditions, or understandings, either oral or written, between the parties other than are set forth herein. No subsequent alteration or amendment to this Agreement shall be binding upon either the Town or User unless reduced to writing and executed by all parties.
- 15. **Other Terms.** All Park programs, activities and rentals have priority over TopShelf practice time. Parks & Recreation Director and TopShelf will coordinate changes in schedule to ensure no scheduling conflicts. Top Shelf has agreed to maintain and improve baseball infield at their cost throughout the life of the agreement.

IN WITNESS WHEREOF, this Agreement is executed by the respective parties hereto.

DATED this ____ day of _____, 20__ by the Town of Hilliard, Florida.

DATED this ____ day of _____, 20__ by User.

ATTEST

TOWN OF HILLIARD

Lisa Purvis, Town Clerk

By: _____
John Beasley, Mayor

By: _____
Kenny Sims, Council President

Witnesses as to execution by User

USER

Witness

By: _____
Print:
Its:

Witness

CERTIFICATE OF INSURANCE

Issue Date: 12/15/2023

ITEM-6

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

Important: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Producer: Edgewood Partners Ins. Center License #0B29370 10877 White Rock Road, Suite #300 Rancho Cordova, CA 95670 Email: USSSA@epicbrokers.com Phone: 888-880-3602	INSURERS AFFORDING COVERAGE INSURER A: Everest National Ins Co NAIC # 10120 INSURER B: Everest Reinsurance Company NAIC #26921
Insured: United States Specialty Sports Association TopShelf Baseball Academy, LLC Josh Blanton 27099 W 4th Ave Hilliard FL 32046	

Coverages:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

INSR LTR	Type of Insurance	ADDL INSD	SUBR WVD	Policy Number	Policy Effective Date	Policy Expiration Date	Limits
A	Commercial General Liability Occurrence Basis	Y	Y	SI8GL01833-231	8/15/2023	8/14/2024	Each Occurrence \$1,000,000 Damage to Rented Premises(ea occ) \$1,000,000 Med Exp (any one person) \$ Excluded General Aggregate \$5,000,000 Personal and Adv Injury \$1,000,000 Products - Comp/OP Agg \$1,000,000 Participant Legal Liability \$1,000,000 Sexual Abuse & Molestation (Each Incident) \$1,000,000 Sexual Abuse & Molestation (Aggregate) \$2,000,000
A	Excess Liability			SI8EX01692-231	8/15/2023	8/14/2024	Each Occurrence \$1,000,000 Aggregate \$1,000,000
B	Participant Accident			1BPA000039-231	8/15/2023	8/14/2024	AD&D \$ None Primary Medical \$ None Excess Medical \$100,000 Weekly Indemnity \$ None

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)

Coverage includes amateur play and practice in the insured sport for : **TopShelf Baseball [BBboys9AA - \[2024-9246903153305\]](#)**
 When required by written contract, Certificate Holder is included as additional insured with primary coverage and waiver of subrogation as respects to General Liability.*\$500.00 Deductible for excess medical

Certificate Holder: _____ Coverage Effective Date: 12/15/2023 2:38:00 PM

Town of Hilliard 37516 Oxford St Hilliard FL 32046	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
--	---

Certificate # USSSA-489418 Authorized Representatives: 

CERTIFICATE OF INSURANCE

Issue Date: 12/15/2023

ITEM-6

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

Important: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Producer: Edgewood Partners Ins. Center License #0B29370 10877 White Rock Road, Suite #300 Rancho Cordova, CA 95670 Email: USSSA@epicbrokers.com Phone: 888-880-3602	INSURERS AFFORDING COVERAGE INSURER A: Everest National Ins Co NAIC # 10120 INSURER B: Everest Reinsurance Company NAIC #26921
Insured: United States Specialty Sports Association TopShelf Baseball Academy, LLC Josh Blanton 27099 W 4th Ave Hilliard FL 32046	

Coverages:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

INSR LTR	Type of Insurance	ADDL INSD	SUBR WVD	Policy Number	Policy Effective Date	Policy Expiration Date	Limits
A	Commercial General Liability Occurrence Basis	Y	Y	SI8GL01833-231	8/15/2023	8/14/2024	Each Occurrence \$1,000,000 Damage to Rented Premises(ea occ) \$1,000,000 Med Exp (any one person) \$ Excluded General Aggregate \$5,000,000 Personal and Adv Injury \$1,000,000 Products - Comp/OP Agg \$1,000,000 Participant Legal Liability \$1,000,000 Sexual Abuse & Molestation (Each Incident) \$1,000,000 Sexual Abuse & Molestation (Aggregate) \$2,000,000
A	Excess Liability			SI8EX01692-231	8/15/2023	8/14/2024	Each Occurrence \$1,000,000 Aggregate \$1,000,000
B	Participant Accident			1BPA000039-231	8/15/2023	8/14/2024	AD&D \$ None Primary Medical \$ None Excess Medical \$100,000 Weekly Indemnity \$ None

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)

Coverage includes amateur play and practice in the insured sport for : **TopShelf Baseball [BBboys9AA - \[2024-9246903153292\]](#)**
 When required by written contract, Certificate Holder is included as additional insured with primary coverage and waiver of subrogation as respects to General Liability.*\$500.00 Deductible for excess medical

Certificate Holder:

Coverage Effective Date: 12/15/2023 2:38:00 PM

Town of Hilliard 37516 Oxford St Hilliard FL 32046	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
--	---

Certificate # USSSA-489418

Authorized Representatives:





AGENDA ITEM REPORT TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: April 4, 2024

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

SUBJECT: Town Council approval of the Town Hall Park Fence Installation, work provided by Wright Fence Co. in the amount of \$5,975 using the \$50,000 Municipal Grant funds from the Nassau County Board of Commissioners.

BACKGROUND:

The temporary fencing that was put up for the 2023 Harvest Festival is damaged and has the potential to become a safety issue for those in the park. Three quotes were received.

FINANCIAL IMPACT:

100% Grant funded through Municipal Grant funding from the Nassau County Board of Commissioners.

RECOMMENDATION:

Town Council approval of the fence installation, work provided by Wright Fence Co. in the amount of \$5,975 at the Town Hall Park Retention Pond.



Big Country Fence Company

904-588-6871
JimmieAtkins@icloud.com

ITEM-7

DATE: 3/27/24

CUSTOMER FENCE ESTIMATE FORM

CUSTOMER NAME: TOWN OF HILLIARD
ADDRESS: _____
CITY: _____ POSTAL CODE: _____
PHONE (H) _____ (C) _____ (O) _____
EMAIL: _____ FAX: _____

(CIRCLE CHOICES)

HEIGHT:

3' / 3.5' / 4' / 5' / 6' / _____

FARM FENCE

ROUND POST

SQUARE POST

T POST

3 BOARD

4 BOARD

NO CLIMB WIRE

FIELD FENCE

CHAIN LINK

FRAMEWORK MESH

GALVANIZED 9 GA GALV

11 GA GALV

COLORS: WHITE / BLACK / GREEN / BROWN / BEIGE / GREY

COLORS: WHITE / BLACK / GREEN / BROWN / BEIGE / GREY

ORNAMENTAL

MAJESTIC / GENESIS

OPTIONAL: _____

CORONA RINGS / QUAD FLARED

VINYL

SENTRY / MANOR / ESTATE

COLORS: WHITE / ALMOND / PEBBLE / CLAY / STONE

WOOD PRIVACY

STOCKADE

SHADOW BOX

BOARD ON BOARD

Install 450' of
6' Black Vinyl chain
link fence around road
with a 10' Double Drive
gate.

\$ 9,870.00

ESTIMATE

ITEM-7



Reynolds
Fence & Outdoor
CONSTRUCTION

**Reynolds Fence & Outdoor
Construction**
405 Golfway West Dr Suite103-A
Saint Augustine, FL 32095

Joe@Reynoldsfencefl.com
+1 (904) 837-3141

Gabe Whittenburg

Bill to

Gabe Whittenburg
Town of Hilliard
37238 West 1st Street
Hilliard, Florida 32046

Ship to

Gabe Whittenburg
Town of Hilliard
37238 West 1st Street
Hilliard, Florida 32046

Estimate details

Estimate no.: 1464
Estimate date: 02/12/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Chain Link Fence Furnish & install 400 linear feet of 6ft high commercial grade black vinyl coated chain link fence including 1-10ft wide drive gate, hardware & commercial drop rod		1	\$13,600.00	\$13,600.00
Total						\$13,600.00



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: April 4, 2024

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

SUBJECT: Town Council approval of the Town Hall Park Sidewalk Widening, work provided by Jordan Family Construction, LLC in the amount of \$16,000 using the \$50,000 Municipal Grant funds from the Nassau County Board of Commissioners.

BACKGROUND:

The Nassau County Board of County Commissioners awarded a grant to the Town of Hilliard for Town Hall Park Improvements. One of these improvements is the widening of the walking/exercise trail at Town Hall Park. Three quotes were received.

FINANCIAL IMPACT:

100% Grant funded through Municipal Grant funding from the Nassau County Board of Commissioners.

RECOMMENDATION:

Town Council approval of the Town Hall Park Sidewalk Widening, work provided by Jordan Family Construction, LLC, in the amount of \$16,000.

Jordan & Family Construction LLC.

Invoice # 1259

27260 Ohio St, Apt 4

Hilliard, FL 32046

(301) 659-0291

City of Hilliard 2-6-24

15859 W Co. Rd 108,

Hilliard, FL 32046

Ordered by:

Scope of Work: City Hall

Remove old sidewalk, prepare and pour 600'x6'x4" Picture frame edging \$ 9,600.00

Add driveway x 2 12'x8'x6"

Environmental impact fee x 6 \$ 240.00

Equipment \$ 500.00

Materials \$ 120.00

Labor \$ 5,540.00

TOTAL \$ 16,000.00

Estimated Start Date: 2-15-2024

Estimated Completion Date: 2-28-2024

Customer Approval Signature:

Date:

Authorized Signature:



1st Alarm Cleaning Services LLC
1130 Dawn Creek Ct
Jacksonville, FL 32218 US
patmccoy2003@yahoo.com

Estimate

ADDRESS
Town Of Hilliard

ESTIMATE # 1035
DATE 03/20/2024
EXPIRATION DATE 03/20/2024

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Concrete sidewalk install		1	20,000.00	20,000.00

As per our conversation, the city of Hilliard will be responsible for the removal and disposal of the existing 4ft sidewalk at 15859 West CR 108 in Hilliard.

TOTAL **\$20,000.00**

- the existing area will be formed at the width of 6ft and poured at a depth of 4 inches (1ft will be added to the area on both sides where the preexisting 4ft sidewalk was previously)
- 1st Alarm will provide 3000 strength concrete with fiber for the sidewalk with expansion joints placed every 6-10 feet
- 2 areas will be formed as poured for vehicle entry and exit at the points mentioned per our conversation
- approximately 3 days needed to complete the job with rain being a factor as only delay once work start
- total cost \$20,000.00. Cost includes all materials and labor. Cost to be paid upon completion with form board cleanup.

Any questions or concerns, please feel free to reach out. Thank you for the opportunity to earn your business.

(904) 451-1941

Accepted By

Accepted Date



AGENDA ITEM REPORT TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: April 4, 2024

FROM: ***Christian Waugh – Town Attorney***

SUBJECT: Town Council to review and discuss Ordinance No. 2024-03, a sample ordinance addressing the circumstances in which government employees and officials can trespass citizens.

BACKGROUND:

Town Attorney, Christian Waugh stated at the March 21, 2024, Regular Meeting that upon learning the facts of a case from the 11th Circuit Court of Appeals, the Town should implement an ordinance to address the circumstances in which you can trespass citizens, especially regarding the recent issues. He continued by stating that he will present a sample ordinance at the April 4, 2024, Regular Meeting.

FINANCIAL IMPACT:

Legal fees and advertising cost.

RECOMMENDATION:

Town Council to determine if upon the Town Attorney's recommendation, they wish to move forward with the adoption process of Ordinance No. 2024-03.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: April 4, 2024

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

SUBJECT: Town Council approval to adopt Resolution No. 2024-08, accepting a Florida Department of Transportation offer of a State-Funded Grant Agreement and authorizing and directing the Hilliard Town Council to accept such agreement.

BACKGROUND:

Legislative Appropriations were awarded to the Town of Hilliard in 2023, for the Construction and Contract, Engineering and Inspection (CEI) of West Sixth Street from US Highway 1 to Orange Street in the amount of \$265,000.

The previously adopted Resolution No. 2024-05 in the amount of \$750,000 per FDOT Grant Manager, Kimberly Evens was the incorrect amount.

FINANCIAL IMPACT:

Grant funds \$265,000.

RECOMMENDATION:

Town Council adoption of Resolution No. 2024-08, accepting a FDOT State-Funded Grant Agreement and authorizing the signing of such agreement in the amount of \$265,000 for the construction and CEI of West Sixth Street.

RESOLUTION NO. 2024-08

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILLIARD, FLORIDA, A MUNICIPAL CORPORATION AMENDING RESOLUTION NO. 2024-05; ACCEPTING A FLORIDA DEPARTMENT OF TRANSPORTATION OFFER OF A STATE-FUNDED GRANT AGREEMENT AND AUTHORIZING AND DIRECTING THE HILLIARD TOWN COUNCIL TO ACCEPT SUCH AGREEMENT.

WHEREAS, the Town of Hilliard, and the State of Florida Department of Transportation (FDOT) has determined it to be in their mutual interest to facilitate the development of the herein described project within the Town of Hilliard, to wit:

CONSTRUCTION AND CEI OF A DIRT ROAD ON W 6TH STREET FROM US 301 (N KINGS RD) TO ORANGE STREET WITHIN THE TOWN OF HILLIARD.

FDOT F.P. NUMBER 453205-1-54-01

WHEREAS, the estimated total cost of the Project is \$285,000 and the State of Florida Department of Transportation agrees to participate in the Project cost up to the maximum amount of \$285,000 and the Department's participation of which shall be at one hundred percent (100%) or \$285,000 of the related to eligible cost; and

WHEREAS, both parties now wish to formalize the arrangement in the form of a State-Funded Grant Agreement.

NOW THEREFORE, be it resolved, as follows:

1. The Town of Hilliard confirms its desire to enter into a State-Funded Grant Agreement with the State of Florida Department of Transportation; and
2. Local project funds will initially be available for the project equating to one hundred percent (100%) or \$285,000 of the related to eligible cost; and
3. The Council President Kenneth A. Sims, Town Clerk Lisa Purvis, and Mayor John P. Beasley, are hereby authorized to execute this Resolution on behalf of the Town of Hilliard; and
4. The Council President, Town Clerk and Mayor, of the Town of Hilliard, Kenneth A. Sims, Lisa Purvis and John P. Beasley, are herein specifically authorized to enter into and sign such documents as may be necessary, including the referenced State-Funded Grant Agreement, future modifications,

time extensions, and project scope changes with the State of Florida Department of Transportation.

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

Kenneth A. Sims
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

FPN: 453205-1-54-01 Fund: GR24 FLAIR Category: 088862
Org Code: 55024010206 FLAIR Obj: 750000

FPN: _____ Fund: _____ FLAIR Category: _____
Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Category: _____
Org Code: _____ FLAIR Obj: _____

County No: 74- Nassau - Town of Hilliard Contract No: _____ Vendor No: F596018372001

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____,
(This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Town of Hilliard, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Specific Appropriation 2042A of Ch 2023-239, LOF , Local Transportation Projects , 55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Construction and CEI of W 6th Street from US 301 (N Kings Rd) to Orange Street, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 6/30/2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$285,000. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$285,000 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H"**, Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department

which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of

commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be

performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a.** In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d.** By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e.** Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h.** The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j.** This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a.** Exhibits A, B, D, F, H, and J are attached to and incorporated into this Agreement.
- b.** The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- *Exhibit K: Advance Project Reimbursement
- *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Town of Hilliard

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Greg Evans

Title: Mayor

Title: District Two Secretary

Legal Review:

By: _____

Name: Angela Hensel

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 453205-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Town of Hilliard (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: Approx. .07 miles / RW ID 74900016 from 0/0.072

PROJECT DESCRIPTION: Construction and CEI of a dirt road on W 6th Street from US 301 (N Kings Rd) to Orange Street

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- Construction contract to be let by December 31, 2025
- Construction to be completed by June 30, 2028

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Local Agency is required to submit a railroad, right of way and utility certification, along with engineer's estimate and email that CCNA was followed for CEI. Prior to Concurrence to Award, the Local Agency will submit the lowest responsible, responsive bidder documents along with recommendation to award for the Department's review and approval. The Local Agency shall provide as-builts and punch list at the completion of the project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

**EXHIBIT B
 SCHEDULE OF FINANCIAL ASSISTANCE**

RECIPIENT NAME & BILLING ADDRESS: Town of Hilliard PO Box 249,15859 W CR 108 Hilliard, FL 32056		FINANCIAL PROJECT NUMBER: 453205-1-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: _____	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: _____	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: _____	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: _____	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase : 54 Construction & CEI)	Maximum Department Participation (GR24)	\$285,000.00	\$	\$285,000.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: _____	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total _____ Cost		\$285,000.00 %	\$ 0.00 %	\$285,000.00 %	
TOTAL COST OF THE PROJECT		\$285,000.00	\$ 0.00	\$285,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
 I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Kim Evans
 District Grant Manager Name

 Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Town of Hilliard

PROJECT DESCRIPTION: Construction and CEI of a dirt road on W 6th Street from US 301 (N Kings Rd) to Orange Street

FPID#: 453205-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

SEAL: _____
By: _____, _____ P.E.
Name: _____
Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

EXHIBIT H**ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a “governmental entity” authorized by the Department’s Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for “other governmental entities” is included in the **Disbursement Handbook for Employees and Managers**. The Department’s Comptroller or designee must approve any modifications to the provisions (see **Section 1.1** of this procedure). See **Section 4** of this procedure for alternative advance pay guidelines.*

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient’s contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient’s contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient’s Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient’s certification that all previously invoiced costs have been paid by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

ITEM-10

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

- State Project Title and CSFA Number:**
- County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Small County Outreach Program (SCOP), (CSFA 55.009)
 - Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Local Transportation Projects, 55.039

***Award Amount:** \$285,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

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
Joel Hall P.E., Public Works Director
Gabe Whittenburg, Parks & Rec Director

TOWN ATTORNEY

Christian Waugh

MINUTES

THURSDAY, MARCH 21, 2024, 7:00 PM

NOTICE TO PUBLIC

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

PLEDGE OF CIVILITY

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

CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

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

ABSENT

Councilman Jared Wollitz

REGULAR MEETING

ITEM-1 Additions/Deletions to Agenda

No additions to or deletions from Agenda.

ITEM-2 Town Council approval to adopt Resolution No. 2024-05, accepting a Florida Department of Transportation offer of a State-Funded Grant Agreement and

authorizing and directing the Hilliard Town Council to accept such agreement.
Lisa Purvis, MMC – Town Clerk

Town Clerk, Lisa Purvis states that the grant is for \$750,000 and includes Construction and CEI (Contract, Engineering & Inspection). The grant does include Design. Therefore, the Design will be the responsibility of the developer. The FDOT will need to approve the Design prior to the commencement of the grant work.

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

ITEM-3 Town Council approval of the capital purchase of a Kawasaki Rebel 72" FX1000 35 HP in the amount of \$9,463.30 from Franklin Equipment Sales.
Gabe Whittenburg – Parks & Recreation Director

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

ITEM-4 Town Council approval of the FY 2024 Revenues and Expenditures Report for the period ending December 31, 2023.
Lisa Purvis, MMC – Town Clerk

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

ITEM-5 Town Council approval of the March 7, 2024, Regular Meeting Minutes.
Lisa Purvis, MMC - Town Clerk

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

ITEM-6 Town Council approval of Core & Main, Payable through March 4, 2024, Project Name: Culverts & Drainage Improvements, in the amount of \$36,501.98.
CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$36,501.98

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

ITEM-7 Town Council approval of Energy Engineering Systems, Payable through March 3, 2024, Project Name: WWTP Panel View in the amount of \$1,537.00.
CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$1,537.00

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

ADDITIONAL COMMENTS

PUBLIC

No public comments.

MAYOR & TOWN COUNCIL

Councilman Hunter, states that the previous Mayor, David Buck, is not doing well.

Mayor Beasley, states that the annual Town Clean Up, is this Saturday, March 23, 2024. We will not be taking tires, but they can be taken to the landfill as the County is having Tire Amnesty Day that same day. That same day is also the Mural Dedication.

ADMINISTRATIVE STAFF

PRESENT:

Town Clerk, Lisa Purvis
Parks & Recreation Director, Gabe Whittenburg

ABSENT:

Public Works Director, Joel Hall

Parks & Recreation Director, Gabe Whittenburg, states that the Soccer is getting ready to begin and that the Fitness Center Memberships are growing.

Town Clerk, Lisa Purvis, states that the Nassau County Manager, Taco Pope, advised on March 14, 2024, advised of the grant programs through the Department of Environmental Protection that may be useful to both Nassau County and the Town of Hilliard regarding water supply issues. She provided the information to Tim Norman of Mittauer & Associates, Inc., at the workshop on March 14, 2024, to investigate.

Provides the Nassau County Economic Development Board update regarding the legislative appropriations funding for the Towns Rural Water Supply Expansion, stating that the Town applied for \$3,900 for 3 phases, and in the budget is \$1,950 for 2 phases, if the governor does not veto.

States that the Town met with Robert Companion, Deputy Nassau County Manager/County Engineer, regarding the Mobility Fees & Road Pavement and she will place for discussion on the April 11, 2024, monthly workshop.

Reminds everyone that will be attending the Nassau County Economic Development Board's Second Annual Luncheon on Thursday, April 4, 24 from 11 a.m. to 1 p.m. at the Florida State College at Jacksonville, the Nassau Center.

States that the Town has completed the purchase of the first Hilliard Airpark parcel.

TOWN ATTORNEY

Town Attorney Christian Waugh, states that upon learning the facts of a case from the 11th Circuit Court of Appeals, the Town should implement an ordinance to address the circumstances in which you can trespass citizens, especially regarding the recent issues. He continues by stating that he will present a sample ordinance at the April 4, 2024, Regular Meeting.

ADJOURNMENT

Motion to adjourn at 7:14 p.m.

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

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

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

Kenneth A. Sims, Sr.
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

2023/2024 Town Hall IT Refresh						
EQUIPMENT:						
Vendor:	Invoice No.	Product:	Quantity:	Projected Cost:	Actual Cost:	Received:
Dell Technologies	10732872932	OptiPlex Micro (Plus 7010)	18	\$ 15,177.96	\$ 15,177.96	Y
Dell Technologies	10732872932	Dell 27 Monitor - P2722H	24	\$ 4,537.68	\$ 4,537.68	Y
Dell Technologies	10732412641	BASE, DS WD22TB4 US 180W	2	\$ 495.98	\$ 495.98	Y
Dell Technologies	10732412641	Dell Latitude 5440 BTX Base	2	\$ 2,262.12	\$ 2,662.12	Y
Dell Technologies	10732412641	Fixed Hardware Configuration	2	\$ 10.00	\$ 10.00	Y
				PC Refresh Total:	\$ 22,883.74	
Office Resource-Jax, LLC	1361	Monitor Mounts, Fixutres, & Installation	1	\$ 2,728.00	\$ 2,800.00	Y
"Router Refresh"	On Back Order	Routers (ON BACK ORDER)		\$ 7,000.00	\$ 6,105.39	N
CDW Government	QD02353	Ubiquiti UniFi Switch(ordered 03/12/2024)		\$ 3,300.00	\$ 3,712.53	Y
CDW Government	PS02357	Canon DR-6010C Document Scanner & Scanner Unit	1	\$ 4,650.00	\$ 2,675.05	Y
-		Printer Recreation Dept.	1	\$ 1,534.00	\$ 1,534.00	
Canon Solutions America	163376658	Purchase of Copier & Attachment (Recreation Dept.)	1	\$ 5,447.84	\$ 5,447.84	
				Other IT Total:	\$ 20,740.81	
				Total Capital Amount:	\$ 43,624.55	
SUBSCRIPTIONS:						
Easy Data Access: Docs Vault	92232	DocsVault Annual Subscription	10	\$ 5,100.00	\$ 5,100.00	Y
		Leasing of Printer (Recreation Dept.)		\$ 2,171.04	\$ 2,171.04	
Tyler SaaS				\$ 39,061.00	\$ 39,061.00	N
Current Tyler License Fees				\$ (21,701.00)	\$ (21,701.00)	
					\$ 24,631.04	
				Total Subscriptions:	\$ 22,460.00	



DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: <http://www.dell.com>

Invoice

BILL TO:

TOWN OF HILLIARD
ACCOUNTS PAYABLE
PO BOX 249
HILLIARD, FL 32046

SHIP TO:

SEE BELOW

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES , WHICH GOVERN THIS TRANSACTION
VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10732872932	Customer No: 4260031	Order No: SEE BELOW	Page 1 of 2
-------------------------	----------------------	---------------------	-------------

Purchase Order:	02162024GR2	Shipped Via:	SEE BELOW
Payment Terms:	30 Days Inv.	Customer Agreement #:	23026 / 43210000-23-NASPO-ACS
Due Date:	03/24/2024	Contract Code:	C000001116132
Invoice Date:	02/23/2024	Waybill Number:	DE10207833
Order Date:	02/16/2024	Contract Name:	SEE BELOW
Sales Rep:	JUSTIN_BEECHER		

Item Number	Description	Qty	Unit	Unit Price	Amount
-------------	-------------	-----	------	------------	--------

SHIP TO:
TOWN OF HILLIARD
GUY RINER
15859 COUNTY RD 108
HILLIARD, FL 32046-6712

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$6 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

		USD
Sub-Total:	\$	19,715.64
Ship. &/or Handling:	\$	0.00
ENVIRO FEE:	\$	0.00
Taxable:		
\$ 0.00	Tax:	
Non-Taxable:	\$	0.00
\$ 26,723.94		
Invoice Total:	\$	19,715.64



DETACH AT LINE AND RETURN WITH PAYMENT
Invoice Number: 10732872932
Customer Name: TOWN OF HILLIARD
Customer Number: 4260031
Purchase Order: 02162024GR2

Make check payable / remit to :
Dell Marketing L.P.
C/O Dell USA L.P.
PO Box 534118
Atlanta, GA 30353-4118

Electronics Payments
Dell Marketing L.P.
PNC Bank
ABA#: 043-000-096
Acct#: 1017304611
Swift code : PNCCUS33

Online ACH Payment
Log in to your MyFinancials account <https://mfm.dell.com/>

		USD
Sub-Total:	\$	19,715.64
Ship. &/or Handling:	\$	0.00
ENVIRO FEE:	\$	0.00
Taxable:		
\$ 0.00	Tax:	
Non-Taxable:	\$	0.00
\$ 26,723.94		
Invoice Total:	\$	19,715.64
Balance Due:	\$	19,715.64
Amount Enclosed:		

0107328729320000001971564000000042600317



DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: <http://www.dell.com>

Invoice

BILL TO:

TOWN OF HILLIARD
ACCOUNTS PAYABLE
PO BOX 249
HILLIARD, FL 32046

SHIP TO:

SEE BELOW

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES , WHICH GOVERN THIS TRANSACTION

VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10732872932	Customer No: 4260031	Order No: SEE BELOW	Page 2 of 2
-------------------------	----------------------	---------------------	-------------

Purchase Order:	02162024GR2	Shipped Via:	SEE BELOW
Payment Terms:	30 Days Inv.	Customer Agreement #:	23026 / 43210000-23-NASPO-ACS
Due Date:	03/24/2024	Contract Code:	C000001116132
Invoice Date:	02/23/2024	Waybill Number:	DE10207833
Order Date:	02/16/2024	Contract Name:	SEE BELOW
Sales Rep:	JUSTIN_BEECHER		

Item Number	Description	Qty	Unit	Unit Price	Amount
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001-01-81364

	TAX AMT	
	\$	0.00
	ENVIRO FEE	
	\$	0.00

METHOD: SAIA MOTOR FREIGHT	CHARGES: \$	0.00
WAYBILLS: 106682256403		
METHOD:	CHARGES: \$	
WAYBILLS: DE10207833		

210-BFXS	OptiPlex Micro (Plus 7010) ✓ System Service Tags: 5YS2X04, CZS2X04, HYS2X04, 5VS2X04, DWS2X04, 25X2X04, DXS2X04, 6WS2X04, BXS2X04, 5WS2X04, 8YS2X04, 9WS2X04, JLP2X04, 3YS2X04, 8QP2X04, 6VS2X04, 5XS2X04, 7YS2X04	18	EA	843.22	15,177.96
210-BBCK	Dell 27 Monitor - P2722H, 68.6cm (27") ✓ System Service Tags: BLL4GP3, HLL4GP3, 6LL4GP3, 96M4GP3, 1ML4GP3, CLL4GP3, 26M4GP3, 1LL4GP3, 56M4GP3, FKL4GP3, JLL4GP3, 4LL4GP3, 5LL4GP3, FLL4GP3, 9LL4GP3, 3LL4GP3, JKL4GP3, 8LL4GP3, HKL4GP3, 7LL4GP3, GKL4GP3, 2LL4GP3, DLL4GP3, 4ML4GP3	24	EA	189.07	4,537.68

Order Number(s): 836254290, 836254308
Contract Name: Dell NASPO Computer Equipment PA - Florida

To make a payment or access your account details online, please visit MyFinancials at <https://mfm.dell.com>

Starting from March 18, 2024, Dell Order Number digits will have a new format of "10000xxxxx", which means they will be extended to 10 digits. Please be aware of this change and adjust accordingly.



DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: <http://www.dell.com>

Invoice

BILL TO:

TOWN OF HILLIARD
ACCOUNTS PAYABLE
PO BOX 249
HILLIARD, FL 32046

SHIP TO:

SEE BELOW

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES , WHICH GOVERN THIS TRANSACTION
VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10732412641	Customer No: 4260031	Order No: SEE BELOW	Page 1 of 2
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Purchase Order:	02162024GR1	Shipped Via:	SEE BELOW
Payment Terms:	30 Days Inv.	Customer Agreement #:	23026 / 43210000-23-NASPO-ACS
Due Date:	03/22/2024	Contract Code:	C000001116132
Invoice Date:	02/21/2024	Waybill Number:	728097069453
Order Date:	02/16/2024	Contract Name:	SEE BELOW
Sales Rep:	JUSTIN_BEECHER		

Item Number	Description	Qty	Unit	Unit Price	Amount
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SHIP TO:
TOWN OF HILLIARD
GUY RINER
15859 COUNTY RD 108
HILLIARD, FL 32046-6712

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$6 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

991-01-81364 USD

Sub-Total:	\$	3,168.10
Ship. &/or Handling:	\$	0.00
ENVIRO FEE:	\$	0.00
Taxable:		
\$	0.00	Tax:
Non-Taxable:	\$	0.00
\$	3,168.10	
Invoice Total:	\$	3,168.10



DETACH AT LINE AND RETURN WITH PAYMENT
Invoice Number: 10732412641
Customer Name: TOWN OF HILLIARD
Customer Number: 4260031
Purchase Order: 02162024GR1

Make check payable / remit to :
Dell Marketing L.P.
C/O Dell USA L.P.
PO Box 534118
Atlanta, GA 30353-4118

Electronics Payments
Dell Marketing L.P.
PNC Bank
ABA#: 043-000-096
Acct#: 1017304611
Swift code : PNCCUS33

Online ACH Payment
Log in to your MyFinancials account <https://mfm.dell.com/>

Sub-Total:	\$	3,168.10
Ship. &/or Handling:	\$	0.00
ENVIRO FEE:	\$	0.00
Taxable:		
\$	0.00	Tax:
Non-Taxable:	\$	0.00
\$	3,168.10	
Invoice Total:	\$	3,168.10
Balance Due:	\$	3,168.10
Amount Enclosed:		

0107324126410000000316810000000042600314



DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: <http://www.dell.com>

Invoice

BILL TO:

TOWN OF HILLIARD
ACCOUNTS PAYABLE
PO BOX 249
HILLIARD, FL 32046

SHIP TO:

SEE BELOW

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES , WHICH GOVERN THIS TRANSACTION

VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10732412641	Customer No: 4260031	Order No: SEE BELOW	Page 2 of 2
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Purchase Order:	02162024GR1	Shipped Via:	SEE BELOW
Payment Terms:	30 Days Inv.	Customer Agreement #:	23026 / 43210000-23-NASPO-ACS
Due Date:	03/22/2024	Contract Code:	C000001116132
Invoice Date:	02/21/2024	Waybill Number:	728097069453
Order Date:	02/16/2024	Contract Name:	SEE BELOW
Sales Rep:	JUSTIN_BEECHER		

Item Number	Description	Qty	Unit	Unit Price	Amount
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901-01-51364

	TAX AMT	
	\$	0.00
	ENVIRO FEE	
	\$	0.00

METHOD: FEDEX GROUND	CHARGES: \$	0.00
WAYBILLS: 728097069453 , 728097069431 , 718223568854		

210-BDQH	BASE,DS,WD22TB4 US 180W	2	EA	247.99	495.98
	System Service Tags: B107LT3 , 3TBJLT3				
210-BFZV	Dell Latitude 5440 BTX Base ✓	2	EA	1,331.06	2,662.12
	System Service Tags: BCYVVW3 , HGYVVW3				
998-GDBJ	Fixed Hardware Configuration	2	EA	5.00	10.00

Order Number(s): 836230464, 836230472
Contract Name: Dell NASPO Computer Equipment PA - Florida

To make a payment or access your account details online, please visit MyFinancials at <https://mfm.dell.com>

Starting from March 18, 2024, Dell Order Number digits will have a new format of "10000xxxxx", which means they will be extended to 10 digits. Please be aware of this change and adjust accordingly.

Office Resource-Jax, LLC
 12338 Trailblazer Dr
 Jacksonville, FL 32220
 +1 9045454058
 mchappell@or-jax.com

Invoice



BILL TO
Town of Hilliard PO Box 249 Hilliard, FL 32046-6712 USA

SHIP TO
Town of Hilliard 15859 West CR 108 Hilliard, FL 32046-6712 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1361	03/06/2024	\$2,800.00	03/06/2024	Due on receipt	

001-01-51364

DESCRIPTION	QTY	UNIT COST	AMOUNT
Office Furniture and Fixtures including Installation Dual Monitor Arms	1	2,800.00	2,800.00

Dual Monitor Arms	SUBTOTAL	2,800.00
	TAX	0.00
	TOTAL	2,800.00
	BALANCE DUE	\$2,800.00

Make all checks payable to:
 Office Resource-Jax, LLC
 12338 Trailblazer Dr
 Jacksonville FL 32220

If you have any questions concerning this invoice Please contact Mark Chappell (904) 545-4058 mchappell@or-jax.com

Thanks you for your business

REMIT PAYMENT TO:

INVOICE

ACH INFORMATION:
 THE NORTHERN TRUST
 50 SOUTH LASALLE STREET
 CHICAGO, IL 60675

E-mail Remittance To: gachremittar
 ROUTING NO.: 071000152
 ACCOUNT NAME: CDW GOVERNMENT
 ACCOUNT NO.: 91057

ITEM-12



CDW Government
 75 Remittance Drive, Suite 1515
 Chicago, IL 60675-1515

RETURN SERVICE REQUESTED



INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
QD02353	03/12/24	9864780
SUBTOTAL	SHIPPING	SALES TAX
\$3,712.53	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
04/11/24		\$3,712.53

TOWN OF HILLIARD
 ACCOUNTS PAYBAL
 PO BOX 249
 HILLIARD FL 32046-0249
 USA

CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS				DUE DATE
03/12/24	QD02353	Net 30 Days				04/11/24
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER				CUSTOMER NUMBER
03/12/24	UPS Ground (2- 3 Day)	03122024GR12				9864780
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
5821012	UBIQUITI UNIFI 48-PORT GB POE SWITCH Manufacturer Part Number: USW-PRO-48-POE Serial No: AC8BA9DD3EB5 Serial No: AC8BA9DD3567 Serial No: AC8BA9DF1E52	3	3	0	1,116.49	3,349.47
7036445	UBIQUITI WIFI 6 MESH ACCESS POINT Manufacturer Part Number: U6-MESH-US Serial No: F4E2C6A90D94 Serial No: F4E2C6A906B8	2	2	0	181.53	363.06

Tamball Refresh *091-01-51364*

GO GREEN!
 CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at paperlessbilling@cdw.com. Please include your Customer number or an Invoice number in your email for faster processing.
REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!
 Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	\$3,712.53
KAI KASPRZAK 312-547-2209 kai.kasprzak@cdwg.com	TOWN OF HILLIARD GUY RINER 15859 COUNTY ROAD 108 HILLIARD FL 32046	SHIPPING	\$0.00
SALES ORDER NUMBER		SALES TAX	\$0.00
NTTW435		AMOUNT DUE	\$3,712.53



Cage Code Number 1KH72
 DUNS Number 02-615-7235
 Unique Entity ID (SAM): PHZDZ8S56CM1
 ISO 9001 and ISO 14001 Certified
 CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?
 PLEASE EMAIL US AT credit@cdw.com
 VISIT US ON THE INTERNET AT www.cdwg.com

REMIT PAYMENT TO:

INVOICE

ACH INFORMATION:
 THE NORTHERN TRUST
 50 SOUTH LASALLE STREET
 CHICAGO, IL 60675

E-mail Remittance To: gachremittanc
 ROUTING NO.: 071000152
 ACCOUNT NAME: CDW GOVERNMENT
 ACCOUNT NO.: 91057

ITEM-12



CDW Government
 75 Remittance Drive, Suite 1515
 Chicago, IL 60675-1515



RETURN SERVICE REQUESTED

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
PS02357	02/20/24	9864780
SUBTOTAL	SHIPPING	SALES TAX
\$2,675.05	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
03/21/24		\$2,675.05

TOWN OF HILLIARD
 ACCOUNTS PAYBAL
 PO BOX 249
 HILLIARD FL 32046-0249
 USA

CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS			DUE DATE	
02/20/24	PS02357	Net 30 Days			03/21/24	
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER			CUSTOMER NUMBER	
02/20/24	DROP SHIP-GROUND	02192024GR3			9864780	
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
1765653	CANON DR-6010C DOCUMENT SCANNER Manufacturer Part Number: 3801B002 Serial No: FB344215	1	1	0	2,262.98	2,262.98
4940757	CANON FLATBED SCANNER UNIT 102 Manufacturer Part Number: 2152C002 Serial No: HJ301046	1	1	0	412.07	412.07

Townhall *001-01-513 64*

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REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!
 Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	
KAI KASPRZAK 312-547-2209 kai.kasprzak@cdwg.com	TOWN OF HILLIARD GUY RINER 15859 COUNTY ROAD 108 HILLIARD FL 32046		\$2,675.05
SALES ORDER NUMBER		SHIPPING	\$0.00
NTDB493		SALES TAX	\$0.00
		AMOUNT DUE	\$2,675.05



Cage Code Number 1KH72
 DUNS Number 02-615-7235
 Unique Entity ID (SAM): PHZDZ8SJ5CM1
 ISO 9001 and ISO 14001 Certified
 CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?
 PLEASE EMAIL US AT credit@cdw.com
 VISIT US ON THE INTERNET AT www.cdw.com

THE TERMS AND CONDITIONS ARE LIMITED TO THOSE CONTAINED HEREIN AND THE ADDITIONAL TERMS AND CONDITIONS CONTAINED IN THE "TERMS AND CONDITIONS" LINK AT WWW.CDW.COM INCORPORATED HEREIN BY REFERENCE. ANY TERMS NOT IDENTIFIED ARE DEEMED AT WWW.CDW.COM. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM RECEIVED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND SUBJECT TO OBJECTION TO THEM AND REJECTION OF THEM IN THEIR ENTIRETY.

BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING THE CDW AFFILIATE IDENTIFIED ON THE INVOICE, STATEMENT OF WORK OR OTHER CDW DOCUMENTATION ("SELLER") TO PROVIDE PRODUCT OR PERFORMANCE OR TO PERFORM OR PROCURE ANY SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT FOR THE PROVISION OF PRODUCT OR PERFORMANCE OF SERVICES, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

Important Information About These Terms and Conditions

These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement." Customer accepts these Terms and Conditions by making a purchase from or placing an order with Seller or shipping on Seller's Website the "Sale" or otherwise requesting products (the "Products") or engaging Seller to perform or procure any Services (as this and all capitalized terms are defined herein).

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. This Agreement including the terms contained in the "Terms and Conditions" link at www.cdw.com which Customer acknowledges and agrees are incorporated herein by reference contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

Force Majeure

THESE TERMS AND CONDITIONS, ANY STATEMENT OF WORK, THE SERVICES HEREUNDER AND ANY SELLER PROPERTY OR PROPERTY HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS, RULES, ANY APPLICABLE ENFORCEMENT OR JURISDICTION OR LIMITATION OF REMEDY, WITHOUT LIMITATION TO THE PROVISIONS OF THE ILLINOIS AND FEDERAL CONSUMER PROTECTION ACTS AND ALL OTHER APPLICABLE CONSUMER PROTECTION LAWS. CUSTOMER HEREBY AGREES TO THE JURISDICTION OF THE ILLINOIS AND FEDERAL COURTS IN CHARGE OF THE PROVISION OF THE SERVICES AND TO THE JURISDICTION OF THE ILLINOIS AND FEDERAL COURTS IN CHARGE OF THE PROVISION OF THE SERVICES. CUSTOMER HEREBY AGREES TO THE JURISDICTION OF THE ILLINOIS AND FEDERAL COURTS IN CHARGE OF THE PROVISION OF THE SERVICES. CUSTOMER HEREBY AGREES TO THE JURISDICTION OF THE ILLINOIS AND FEDERAL COURTS IN CHARGE OF THE PROVISION OF THE SERVICES. CUSTOMER HEREBY AGREES TO THE JURISDICTION OF THE ILLINOIS AND FEDERAL COURTS IN CHARGE OF THE PROVISION OF THE SERVICES.

Force Majeure

If Customer provides Seller with Customer's carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (1) with Origin (freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the specified destination (F.O.B. Destination (freight prepaid and insured). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s) and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer. A purchase money security interest is retained in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest and to request that Customer will record such purchase money security interest on its books.

Payment

Orders are not binding upon Seller until accepted by Seller. Customer agrees to pay the total purchase price for the Products plus shipping to the extent shipping is not prepaid by Customer, including shipping charges that are billed to Seller as a result of using Customer's carrier account number. Terms of payment are within Seller's sole discretion. In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the Services as invoiced by Seller. Invoices are due and payable within the time period specified on the invoice, payable from the date of invoice, subject to continuing credit approval by Seller. Seller or any of its Affiliates on behalf of Seller may issue an invoice to Customer. Seller may invoice Customer separately for partial shipments, and Seller may invoice Customer for all of the Services described in a Statement of Work or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. In the event of a payment default, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorney's fees. In addition, if payments are not received as described above, Seller reserves the right to suspend Services and payment is reserved.

Export Sales

If this transaction involves an export of items (including, but not limited to commodities, software or technology), subject to the Export Administration Regulations, such items were exported from the United States by Seller in accordance with the Export Administration Regulations. Diversion contrary to United States law is prohibited.

Warranty

Customer understands that Seller is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Seller or its Affiliates. SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, RELATING TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WARRANTY OF MERCHANTABILITY OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer expressly waives any claim that it may have against Seller or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Product, and also waives any right to indemnification from Seller or its Affiliates against any such Claim made against Customer by a third party. Customer acknowledges that its employment of Seller or its Affiliates is authorized to make any representation or warranty on behalf of Seller or any of its Affiliates that is not in this Agreement.

Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy, and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, its either to use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty, or to refund amounts paid by Customer related to the portion of the Services not in substantial compliance, provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services. SELLER ASSUMES NO LIABILITY FOR ITS ANY STATEMENT OF WORK THAT EXPRESSLY AND EXPLICITLY SELLER'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, WHETHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR FITNESS, TITLE, ACCURACY OR NON-INFRINGEMENT ARISING OUT OF OR RELATED TO THE PERFORMANCE, OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES. ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PROVIDING SERVICES, AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES, THIS DISCLAIMER AND ACTION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES IN THIS AGREEMENT OR IN THIS STATEMENT OF WORK EXCEPT AS EXPRESSLY AUTHORIZED BY SELLER.

Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for maintaining data, including but not limited to data located on disk files and memories and software that may be lost, damaged or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delay or delivery or non-performance which results from any circumstances beyond Seller's reasonable control, including, but not limited to, Product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorist bombings, acts of God or acts of civil unrest or any government or agency. Any shipping delays or completion dates provided by Seller or any reported delays contained in a Statement of Work or any other document are estimates only.

Changes to Terms and Conditions

Seller reserves the right to make adjustments to pricing, Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. All orders are subject to Product availability and the availability of Personnel to perform the Services. Therefore, Seller cannot guarantee that it will be able to fulfill Customer's orders. If Services are being performed on a time and materials basis, any estimates provided by Seller are for planning purposes only.

Credits

Any credit issued by Seller to Customer for any reason must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Products and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

Limitation of Remedies

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM, OR (B) \$50,000.00.

Confidential Information

Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party, the Affiliates or a third party (hereinafter referred to as "Confidential Information") to the other party in the performance of this Agreement and any Statement of Work. "Confidential Information" means any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of each Statement of Work. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party, from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

Each party agrees to hold the other party's Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care. Disclosures of the other party's Confidential Information will be restricted to those individuals who are participating in the performance of this Agreement or the applicable Statement of Work and need to know such Confidential Information for purposes of providing or receiving the Products or Services or otherwise in connection with this Agreement or the applicable Statement of Work, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each party agrees not to use any Confidential Information of the other party for any purpose other than the business purposes contemplated by this Agreement and the applicable Statement of Work. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

Notice of Defect

To obtain Seller's return policy, Customer should contact CDW Customer Relations at 866-5VC-CDW or email at CustomerRelations@cdw.com. Customer must notify CDW Customer Relations of any damaged Products within ten (10) days of receipt.

Arbitration

Any claim, dispute or controversy, whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, contractual and equitable claims arising from or relating to the Products, the Services, the interpretation or application of these Terms and Conditions or any Statement of Work or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions or any Statement of Work, including, in the full extent permitted by applicable law, relationships with third parties who are not signatories hereto or Seller's or any of its Affiliates, advertising or marketing, collectively, a "Claim," WILL BE RESOLVED THROUGH THE LITIGATION OF ANY OF SELLER, CUSTOMER OR THE THIRD PARTIES INVOLVED, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is chosen by any party with respect to a Claim, neither Seller nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. Further, Customer will not have the right to participate as a representative or member of any class of claims or pertaining to a Claim. Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Chicago, Illinois. Any court having jurisdiction may, after judgment on the award rendered by the arbitrator(s), enforce any award rendered by an legal representative, discover or research required to complete arbitration. The outcome of results of any arbitration will be treated as confidential. Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Seller arising out of the Products or Services will be exclusively litigated in court rather than through arbitration.

Miscellaneous

Seller may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products or the performance of Services or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions, or any of its rights or obligations hereunder without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and made to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement or any Statement of Work will be deemed waived, amended or modified by any party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Seller and Customer is that of independent contractors and not that of employer-employee, partnership or joint venture. If any term or condition of this Agreement or a Statement of Work is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof on the whole of this Agreement or the applicable Statement of Work. Notices provided under this Agreement will be given in writing and deemed received upon the actual of receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

Version Date: 02/23/2019



CANON SOLUTIONS AMERICA

300 COMMERCE SQUARE BLVD
BURLINGTON, NJ 08016
800-613-2228
www.csa.canon.com

Invoice
Page 1 of 2



Invoice Number	16337	ITEM-12
Invoice Date	March 22, 2024	
Invoice Amount	\$5,447.84	
Past Due After	April 21, 2024	
Balance Due	\$5,447.84	

Bill To: 1884429
Attn: Accounts Payable
TOWN OF HILLIARD
15859 COUNTY RD 108
HILLIARD, FL 32046

Terms: NET 30

Comments

Additional Details

For Customer Service inquiries please call us at 1-800-613-2228.
As applicable, amounts may be charged for use tax recovery on the taxable portion (if any) of your maintenance contract, and fees may be assessed for consumables shipping.
Would you like to automate your meter read process? Ask your representative about imageWARE Remote.

Invoice Summary

Source	Product Type	Qty	Base Charge	Attachment Charge	Usage Charge	Amount
SALE	COPIER-IRADVDXC3930I	1				
	COPIER-ATTACHMENT	5				
Subtotals:						\$5,447.84
Total Charges:						\$5,447.84
Total Tax:						\$0.00
Total Amount:						\$5,447.84
Prepay Amount:						\$0.00
Net Amount Due:						\$5,447.84

RECEIVED
MAR 29 2024
TOWN OF HILLIARD

Manage your account or enter meter reads online at www.csa.canon.com/myCSA

Please detach and return this lower portion with check made payable to Canon Solutions America, Inc.



CANON SOLUTIONS AMERICA

Bill To: 1884429
Attn: Accounts Payable
TOWN OF HILLIARD
15859 COUNTY RD 108
HILLIARD, FL 32046

Invoice Number	163376658
Invoice Date	March 22, 2024
Invoice Amount	\$5,447.84
Past Due After	April 21, 2024
Balance Due	\$5,447.84
Enclosed Amount	<input type="text"/>

Remit Payment To:

FEIN #: 13-2677004
Canon Solutions America, Inc.
15004 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693-0150

150040001884429000163376658000000005447844

PLEASE INDICATE BILLING ADDRESS CHANGES ABOVE



CANON SOLUTIONS AMERICA

300 COMMERCE SQUARE BLVD
BURLINGTON, NJ 08016
800-613-2228
www.csa.canon.com

Invoice
Page 2 of 2

Invoice Number 163376658
Invoice Date March 22, 2024
Invoice Amount \$5,447.84
Past Due After April 21, 2024
Balance Due \$5,447.84

ITEM-12

Invoice Detail

Location: 1884429 TOWN OF HILLIARD 37516 OXFORD ST HILLIARD, FL 32046-7733		Purchase Order:	Customer Codes:	
Order# 163376658	Tracking# 11135910	Charge Type SALE-COPIER	Salesrep Name DOOLEY, CHRISTOPHER J.	

Line Num.	Item	Description	Order Qty	Ship Qty	Unit Price	Amount
1.1	5962C002	IMAGERUNNER ADVANCE DX C3930I CSMP# 38251-A9LPQ Serial# 4LY04220 (Base)	1	1		
2.1	5634C001	CABINET TYPE-W CSMP# 38251-A9LPQ (Attachment)	1	1		
3.1	4919C001	SUPER G3 FAX BOARD-BH1 CSMP# 38251-A9LPQ (Attachment)	1	1		
4.1	2368V119	LOW VOLUME CONNECTIVITY UP TO 30PPM (Attachment)	1	1		
5.1	4286V645	IR ADV DX C3935/3930/3926 INSTALL PAK (Attachment)	1	1		
12.1	153ZZ800	SERVICE OPTION SEG4 TI LEVEL A STANDARD (Attachment)	1	1		

Charges: \$5,447.84

Total Tax: \$0.00

Subtotals: \$5,447.84

INVOICE

ITEM-12

DOCSVAULT Easy Data Access

199 New Road
Suite 68,
Linwood, NJ 08221

INVOICE: 92232

DATE: 02/19/2024

Your PO: Custom Quote

To:

Town of Hilliard
Guy Riner
15859 West County Road 108
FL
United States
griner@townofhilliard.com
9048453555

Item Description	Ext. Amount (US\$)
Docsvault Enterprise Ed. Server v 13.5 Annual Subscription includes Named users- 5 Users	3,000.00
Docsvault Enterprise Ed. Add. Users Annual subscription Named Users - 5 Users	1,250.00
Docsvault Enterprise Ed. OCR add-on - Annual Subscription	850.00
Subtotal:	\$5100.00
NJ Sales Tax 6.625%:	\$0.00
Total:	\$5100.00

Docsvault offers subscription licensing and is billed annually. The subscription payment includes software licenses, access to support services, and new versions of the software as they are released.. Your Next year's Annual Subscription amount with the above mentioned configuration will be \$5100.

Notes:

Payment Terms: Net 7

>> Make all checks payable to EASY DATA ACCESS and mail it to the above address if you wish to pay by check

We cannot be responsible for pricing or other errors, and reserve the right to cancel any orders arising from such errors. If you have any questions, call us at 888-819-3035 or +1 732-960-3330. Email us at sales@docsvault.com

001-06-51354

00733

Easy Data Access

199 New Road Suite 68 * Linwood * NJ 08221 * www.docsvault.com

I N V O I C E

ITEM-13

FRANKLIN EQUIPMENT SALES
P.O. Box 610
551797 US Hwy 1
Hilliard, FL 32046 USA
Phone #: (904)675-9129
Fax #: (904)675-9135

PHONE #: (904)845-3555
CELL #: (904)813-1221
FAX #:
P.O.#: 24PR
TERMS: Net 30
SALES ORDER#: 53602
SALES TYPE: Sales
CP: Greg F
SALES REP: Greg F

DATE: 3/26/2024 2:30:48 PM
INVOICE #: 97472
CUSTOMER#: 100011
LOCATION: 1

BILL TO 100011

Town of Hilliard
15859 C.R 108
PO Box 249
Hilliard, FL 32046 USA

SHIP TO

Town of Hilliard
15859 C.R 108
PO Box 249
Hilliard, FL 32046 USA

MFR	PRODUCT NUMBER	DESCRIPTION	SOLD	B/O	PRICE	NET	TOTAL
BAD	BRB7235KA	Rebel 72" Kawasaki FX1000 35HP S/N: BRB7235KA12230009	1	0	\$13,519.00	\$9,463.30	\$9,463.30

No returns on electrical or special order items. There may be a 20% restocking fee imposed on returned items. All returns must be accompanied by the original receipt and be made within 15 days. Thank you for your business!

ALL USED EQUIPMENT IS SOLD AS IS WITH NO IMPLIED OR EXPRESSED WARRANTY.

SUBTOTAL:	\$9,463.30
TAX:	\$0.00
INVOICE TOTAL:	\$9,463.30
AMOUNT DUE:	\$9,463.30

Picked Up By: John [Signature] 2/26/24



MITTAUER
& ASSOCIATES, INC.
CONSULTING ENGINEERS &
PROJECT FUNDING SPECIALISTS

ITEM-14

35 Years
1989-2024
ENGINEERING
EXCELLENCE

580-1 WELLS ROAD
ORANGE PARK, FL 32073
PHONE: (904) 278-0030
FAX: (904) 278-0840
WWW.MITTAUER.COM

March 25, 2024

VIA EMAIL

Ms. Lisa Purvis, Town Clerk
Town of Hilliard
15859 West County Road 108
Hilliard, FL 32046

RE: Contractor's Pay Request No. 1
DEP Oxford Street Force Main Rerouting
DEP Agreement No. LPA0302
Town of Hilliard, Florida
Mittauer & Associates, Inc. Project No. 9610-55-1

Dear Ms. Purvis:

We have reviewed Pay Request No. 1 from T B Landmark Construction, Inc. and find it acceptable. We have, accordingly, indicated our approval and are forwarding an electronic copy to you for approval and payment. This pay request totals \$161,512.44.

Please do not hesitate to call should you have any questions.

Sincerely yours,
Mittauer & Associates, Inc.

Timothy P. Norman, P.E.
Vice President

TPN/pj
Enclosure
cc: T B Landmark Construction, Inc.

RECEIVED
MAR 25 2024
Mittauer & Assoc., Inc.

Application and Certificate for Payment

Application Number: 1 Application Date: March 25, 2024
 Purchase Order No: _____ Billing Period: 2/25/24-3/25/24
 Project Name: DEP Oxford Street Force Main Rerouting
 Project Authorization No: _____ Project Auth. Date: March 11, 2024
 Owner: Town Of Hilliard
 Contractor: TB Landmark Construction, Inc.
 Contractor Address: 11220 New Berlin Rd Jacksonville, Florida 32226
 Contact Name: Scott Rivenbark Contact No. 904-652-6093

Project Authorization Amount: \$ 562,270.00
 Change Orders \$ -
 Total Amount Authorized: \$ 562,270.00

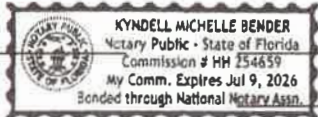
Application is made for payment, as hereinafter shown, in connection with this contract:
 Work in Place - see attached schedule: \$ 170,013.10
 Material suitably stored - see attached schedule: \$ -
 Total Earned To Date: \$ 170,013.10

Gross Retainage Withheld: \$ 8,500.66
 Retainage Released on Previous Applications: \$ -
 Retainage Released on This Application: \$ -
 Balance of Retainage Being Held After This Application: \$ 8,500.66

Amount Previously Paid: \$ -
 Gross Due This Application: \$ 170,013.10
 Less Retainage This Application: \$ 8,500.66
 Net Due This Application: \$ 161,512.44

Retainage Released This Application: \$ -
 Total Payment Due: (Net Due This Application + Retainage Released This Application) \$ 161,512.44

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that current payments shown herein is now due.

Date 3/25/24  *Scott Rivenbark*
 Contractor's Representative (Signature)
 Scott Rivenbark, Project Manager
 Printed Name & Title

Notary Affidavit:
 State Of: Florida County of: Nassau
 Sworn to and subscribed before me this 25 day of MARCH 2024
 Personally known X Or Produced identification _____
 (Type of Identification)
K. Bender 7-9-26
 Notary Public State of Florida (Signature) My commission expires

ENGINEER'S CERTIFICATE OF PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.
 AMOUNT CERTIFIED.....\$ 161,512.44
 For Use of Project Engineer (~~Patricia Jacobs~~) Timothy P. Norman, P.E.

Approvals
 Engineer's Authorized Agent *[Signature]* Date: 3/25/24
 Owner's Authorized Agent _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**DEP Oxford St. FM Rerouting (Town of Hilliard)
Schedule of Values and Work In Place ()**

Job Name: DEP Oxford Street Force Main Rerouting
 Contractor: TB Landmark Construction, Inc.
 Purchase Order No. _____
 Project Authorization Number: _____

Date: March 25, 2024
 Billing Period: 2/25/24-3/25/24
 Pay Request Nbr: 1
 Project Authorization Date: March 11, 2024

Tab 1													
		Planned (Bid Quantities)						Quantity Installed		Dollar Amount Earned			
A	B	C	D	E	F	G	H	I	J	K	L	M	
Item No.	Item Description	Qty	Unit	Unit Price	(C x E) Contract Total	(J / F) % Comp	Previously Installed	Installed This Period	(H + I) * E Total To Date	Previously Billed	Due This Period	\$ Balance To Complete	
1	Mobilization and General Conditions	1	LS	\$ 27,227.00	\$ 27,227.00	30.00%		0.3	\$ 8,168.10	\$ -	\$ 8,168.10	\$ 19,058.90	
2	6" PVC Force Main, Conventional Installed	1520	LF	\$ 95.00	\$ 144,400.00	73.68%		1120	\$ 106,400.00	\$ -	\$ 106,400.00	\$ 38,000.00	
3	6" FPVC Force Main, Directionally Drilled	320	LF	\$ 100.00	\$ 32,000.00	100.00%		320	\$ 32,000.00	\$ -	\$ 32,000.00	\$ -	
4	6" Gate Valves and Boxes	4	EA	\$ 3,000.00	\$ 12,000.00	75.00%		3	\$ 9,000.00	\$ -	\$ 9,000.00	\$ 3,000.00	
5	8"x6" Tapping Sleeve and Tapping Valve	1	EA	\$ 9,500.00	\$ 9,500.00				\$ -	\$ -	\$ -	\$ 9,500.00	
6	Ductile Iron Fittings (Epoxy Lined)	500	LBS	\$ 24.50	\$ 12,250.00	22.00%		110	\$ 2,695.00	\$ -	\$ 2,695.00	\$ 9,555.00	
7	Sewage Air Release Valve Assembly	1	EA	\$ 14,000.00	\$ 14,000.00				\$ -	\$ -	\$ -	\$ 14,000.00	
8	Connection to Existing 6" Force Main	1	EA	\$ 5,000.00	\$ 5,000.00				\$ -	\$ -	\$ -	\$ 5,000.00	
9	Aerial Culvert Crossing	1	LS	\$ 37,195.00	\$ 37,195.00				\$ -	\$ -	\$ -	\$ 37,195.00	
10	Concrete Encasement and Specials	20	CY	\$ 300.00	\$ 6,000.00				\$ -	\$ -	\$ -	\$ 6,000.00	
11	Removal and Replacement of Unsuitable Soils	200	LF	\$ 15.00	\$ 3,000.00				\$ -	\$ -	\$ -	\$ 3,000.00	
12	Asphaltic Roadway/ Driveway Restoration	20	LF	\$ 350.00	\$ 7,000.00				\$ -	\$ -	\$ -	\$ 7,000.00	
13	Concrete Driveway/ Sidewalk Restoration	20	LF	\$ 175.00	\$ 3,500.00				\$ -	\$ -	\$ -	\$ 3,500.00	
14	Stabalized/ Rock/ Gravel Roadway/ Driveway Restoration	280	LF	\$ 8.00	\$ 2,240.00				\$ -	\$ -	\$ -	\$ 2,240.00	
15	Clearing and Grubbing/ Tree Removal- Lift Station Work	1	LS	\$ 235,000.00	\$ 235,000.00	5.00%		0.05	\$ 11,750.00	\$ -	\$ 11,750.00	\$ 223,250.00	
16	Seed and Mulch	600	LF	\$ 2.00	\$ 1,200.00				\$ -	\$ -	\$ -	\$ 1,200.00	
17	Sod	650	LF	\$ 5.50	\$ 3,575.00				\$ -	\$ -	\$ -	\$ 3,575.00	
18	Flushing and Pressure Testing	1	LS	\$ 2,508.00	\$ 2,508.00				\$ -	\$ -	\$ -	\$ 2,508.00	
19	Demobilization and Close-out	1	LS	\$ 4,675.00	\$ 4,675.00				\$ -	\$ -	\$ -	\$ 4,675.00	
				Totals:					\$ 170,013.10	\$ -	\$ 170,013.10	\$ 392,256.90	

Utility Grid Projects Schedule of Values and Work In Place (Summary)

Job Name: DEP Oxford Street Force Main Rerouting
 Contractor: TB Landmark Construction, Inc.
 Purchase Order No. _____
 Project Authorization Number: _____

Date: March 25, 2024
 Billing Period: 2/25/24-3/25/24
 Pay Request Nbr: 1
 Project Authorization Date: March 11, 2024

Summary By Asset

Tab 1 Not Used

A Asset	B Authorized Amount	C Total Work To Date	D Previously Billed	E Amount Due This Period	F Balance To Complete	G Retainage
Original Bid	\$ 562,270.00	\$ 170,013.10	\$ -	\$ 170,013.10	\$ 392,256.90	\$ 8,500.66
SWA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals:	\$ 562,270.00	\$ 170,013.10	\$ -	\$ 170,013.10	\$ 392,256.90	\$ 8,500.66

Project Authorization and Payment Calculations

Project Authorization Amount

	Original Contract	Change Orders	Total
Tab 1 Not Used	\$ 562,270.00	\$ -	\$ 562,270.00
	\$ 562,270.00	\$ -	\$ 562,270.00

Payments

Includes SWAs & Change Orders

	A	B	C	D	E	F	G	H
	Total Worked (Work In Place)	Previously Billed	Due This Period	Stored Material (Current Pay Period)	Stored Material (Previous Pay Period)	(Use this column for Oracle Receipt Dirs) Current Amount Due (C + D - E)	Current Retainage (F x 0.05)	Current Payment to Contractor (F - G)
Tab 1 Not Used	\$ 170,013.10	\$ -	\$ 170,013.10	\$ -	\$ -	\$ 170,013.10	\$ 8,500.66	\$ 161,512.44
	\$ 170,013.10	\$ -	\$ 170,013.10	\$ -	\$ -	\$ 170,013.10	\$ 8,500.66	\$ 161,512.44

Total Value of Contract Earned To Date	
Total Work In Place:	\$ 170,013.10
Stored Material (Current Period):	\$ -
Total Earned To Date:	\$ 170,013.10

Retainage Calculation	
Gross Retainage Withheld To Date:	\$ 8,500.66
Retainage Released This Period:	\$ -
Retainage Released Previous Periods	\$ -
Net (Unpaid) Retainage:	\$ 8,500.66

Retainage Rates	
Retainage Rate Previous Application:	5%
Retainage Rate This Application:	5%

Retainage Released Box		
PMT No.	Amount Released Previous Periods	Amount Released This Period
Sub-Totals	\$ -	\$ -
Grand		
Total Released:	\$ -	

Contractor must enter "Gross Retainage Withheld To Date." from Previous AFP

Previous Application Amount	
Previously Billed	\$ -
Stored Material (Prev Pay Period)	\$ -
Subtotal:	\$ -
Gross Retainage	\$ -
Subtotal:	\$ -
Plus Retainage Released Previous Periods	\$ -
NET Cash Previously Paid to Contractor:	\$ -