HILLIARD TOWN COUNCIL MEETING

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

TOWN COUNCIL MEMBERS

Floyd L. Vanzant, Mayor John P. Beasley, Council President Kenny Sims, Council Pro Tem Lee Pickett, Councilman Jared Wollitz, Councilman Callie Kay Bishop, Councilwoman

ADMINISTRATIVE STAFF

Lisa Purvis, Town Clerk Richie Rowe, Public Works Director Gabe Whittenburg, Parks & Rec Director

TOWN ATTORNEY

Christian Waugh

AGENDA THURSDAY, OCTOBER 07, 2021, 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

MAYOR To call on members of the audience wishing to address the Council on matters not on the Agenda.

REGULAR MEETING

- ITEM-1 Additions/Deletions to Agenda
- **ITEM-2** Town Council approval to grant a septic tank exception for Kristin & Jessie Pickett for their property located off Old Pine Ridge Road on the private drive named Soli Deo Gloria Way, Parcel ID No. 04-3N-24-0000-0004-0150. *Lisa Purvis, MMC – Town Clerk*
- ITEM-3 Planning & Zoning Board recommends the Town Council approval of the Final Replat for Lots 36-40 and 58-63 of the Deer Run Subdivision (between Kristie Circle South & North on CR 108), to create the SSI Subdivision Lots 1, 2 & 3, Parcel ID No. 17-3N-2020-0023-0360, complying with Chapter 46 of the Town Code and Chapter 177, Florida Statutes. Janis Fleet, AICP – Land Use Administrator

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ITEM-4 Town Council approval to grant three septic tank exceptions for SSI Subdivision, Lots 1, 2 & 3. Addressed as 15726, 15728 & 15730 CR 108, Hilliard, FL 32046, located between Kristie Circle North and Kristie Circle South, Parcel ID No. 17-3N-24-2020-0023-0360.

Lisa Purvis, MMC – Town Clerk

ITEM-5 Resolution No. 2021-25

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. *Town Attorney Waugh*

Town Council to adopt Resolution No. 2021-25 accepting the Florida Department of Transportation Amendment to the Public Transportation Grant Agreement for the Design & Construct Hangar & Hangar Rehabilitation at the Hilliard Airpark. The funding shall be at 100% under the Rural Economic Development Initiative (REDI) or \$368,000.00 related to eligible project costs. *Lisa Purvis, MMC - Town Clerk*

ITEM-6 Resolution No. 2021-26

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. *Town Attorney Waugh*

Town Council to adopt Resolution No. 2021-26 accepting the Florida Department of Transportation Amendment to the Public Transportation Grant Agreement for the Construct Camera & Video Recording System at the Hilliard Airpark. The funding shall be at 100% under the Rural Economic Development Initiative (REDI) or \$193,775.00 related to eligible project costs. *Lisa Purvis, MMC - Town Clerk*

- **ITEM-7** Town Council approval of Capital Budgeted first year cost of the Interior & Exterior Renovation for the 100,000 Gallon Ground Storage Tanks 1 & 2 at the Water Treatment Plant in the amount of \$154,622.00. Town Council approval of the CPR Maintenance Service Agreement between Utility Services Co., Inc. and the Town of Hilliard, Florida with the annual cost year two at \$8,244.00 adjusting annually to reflect current cost of service, limited to a maximum of 5% annually. *Lisa Purvis, MMC – Town Clerk*
- ITEM-8Town Council approval of Capital purchase of a Folder Inserter Application
Envelope Stuffing Machine on State of Florida Contract Number 44102100-17-1
from Quadient Inc. total cost \$9,475.00.
Lisa Purvis, MMC Town Clerk
- ITEM-9 Town Council approval of the Minutes from the September 16, 2021, Regular Meeting. Lisa Purvis, MMC - Town Clerk

2

2

- ITEM-10
 Town Council approval of Mittauer & Associates, Inc. Payable through August 27, 2021, Project Name: CDBG 20 NR Water Main Replacement in the amount of \$3,830.00.
 DEO CDBG GRANT FUNDED PROJECT AND CAPITAL FUNDED MATCH LUMP SUM CONTRACT \$105,700.00
- ITEM-11 Town Council approval of Mittauer & Associates, Inc. Payable through September 24, 2021, Project Name: CDBG 20 NR Water Main Replacement in the amount of \$5,745.00. DEO CDBG GRANT FUNDED PROJECT AND CAPITAL FUNDED MATCH LUMP SUM CONTRACT \$105,700.00
- ITEM-12 Town Council approval of Chad Brock Enterprises, Inc. Payable through September 30, 2021, Project Name: Turf Runway Maintenance and Improvements at the Hilliard Airpark in the amount of \$4,100.00. FDOT PTGA 100% FUNDED PROJECT LUMP SUM CONTRACT AMOUNT \$90,800.00
- **ITEM-13** Town Council approval of Sunbelt Rentals Payable for the rental of a By Pass Pump on Fourth Street for a period of 4 weeks in the amount of \$5,539.50. Rental will continue until the Gravity Sewer Pipe Project is in service.
- ITEM-14 Town Council approval to set workshop to review Evergreen Solutions, LLC Compensation and Classification Study for Monday, October 18, 2021, at 6:00 p.m. with Mark Holcombe, Senior Consultant at Evergreen Solutions, LLC *Lisa Purvis, MMC Town Clerk*

ADDED ITEMS

ITEM-15 Town Council approval to set workshop to review Land Use Administrators duties and work schedule for Thursday, November 4, 2021, at 6:00 p.m. with Land Use Administrator, Town Attorney and the Planning & Zoning Board Members present for discussion.

Lisa Purvis, MMC - Town Clerk

ITEM-16 Resolution No. 2021-27 A Resolution authorizing the permitting of a Homecoming Parade for the local high school on both local and county roads, which includes county road 108; responsibility for traffic control; for claims arising from such event due to action on the part of or authorized by the Town; and providing for an effective date. *Town Attorney Waugh*

> Town Council to adopt Resolution No. 2021-27 authorizing the Hilliard Middle Senior High School Homecoming Parade on Friday, October 15, 2021 beginning at 2:45 p.m. *Lisa Purvis, MMC - Town Clerk*

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 <u>www.townofhilliard.com</u>. Live & recorded videos can be access at <u>www.youtube.com</u>_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.

2021 HOLIDAYS

TOWN HALL OFFICES CLOSED

- 1. Martin Luther King, Jr. Day
- 2. Memorial Day
- 3. Independence Day Monday
- 4. Labor Day
- 5. Veterans Day
- 6. Thanksgiving Day
- 7. Friday after Thanksgiving Day
- 8. Christmas Eve
- 9. Christmas Day
- 10.New Year's Eve
- 11.New Year's Day

Monday, January 18, 2021 Monday, May 31, 2021 Monday, July 5, 2021 Monday, September 6, 2021 Thursday, November 11, 2021 Thursday, November 25, 2021 Friday, November 26, 2021 Thursday, December 23, 2021 Friday, December 30, 2021 Friday, December 31, 2021



AGENDA ITEM REPORT TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting

Meeting Date: October 7, 2021

FROM: Lisa Purvis – Town Clerk

SUBJECT: Town Council approval to grant a septic tank exception for Kristin & Jessie Pickett for their property located off Old Pine Ridge Road on the private drive named Soli Deo Gloria Way, Parcel ID No. 04-3N-24-0000-0004-0150.

BACKGROUND:

Kristin & Jessie Pickett are requesting a septic tank exception for their property located in the Hilliard Town Limits off private drive, Soli Deo Gloria Way. The property is over 1,000 feet from the Town's sanitary sewer system. *(See Attached)*

The property with Parcel ID# 04-3N-24-0000-0004-0150 is zoned A-1. Single family dwelling units are a permitted use in the A-1 zoning district. The parcel must be a minimum of one (1) acre in size and have a minimum lot width of 150 ft. The subject parcel is 2.83 acres in size and is 200 ft wide. It meets the minimum lot size and width requirements of the A-1 zoning district for construction of a single-family lot on the property.

Janis K. Fleet, AICP – Land Use Administrator

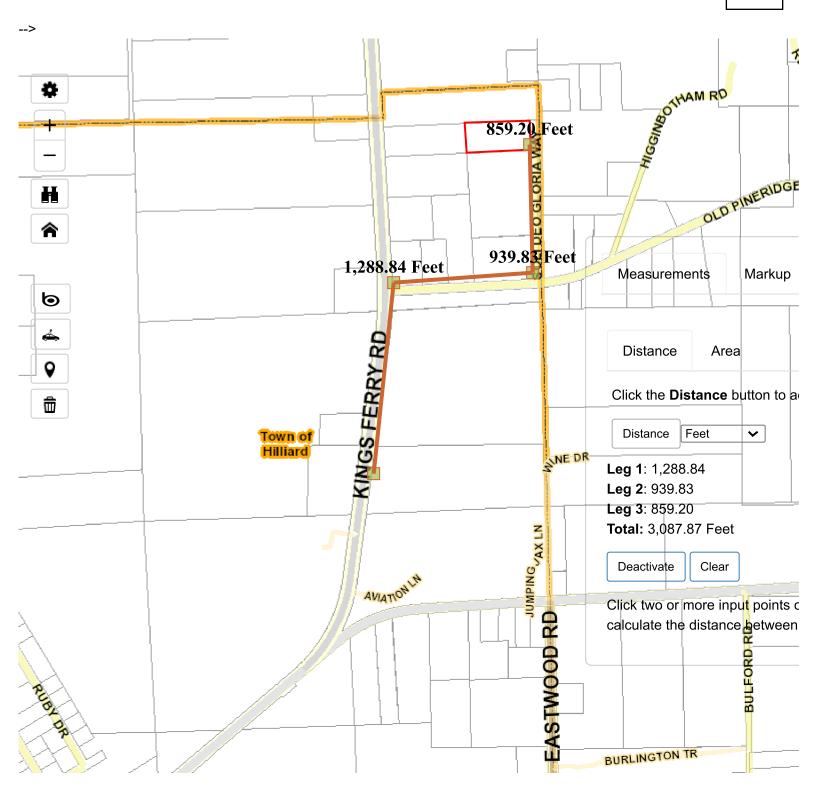
FINANCIAL IMPACT:

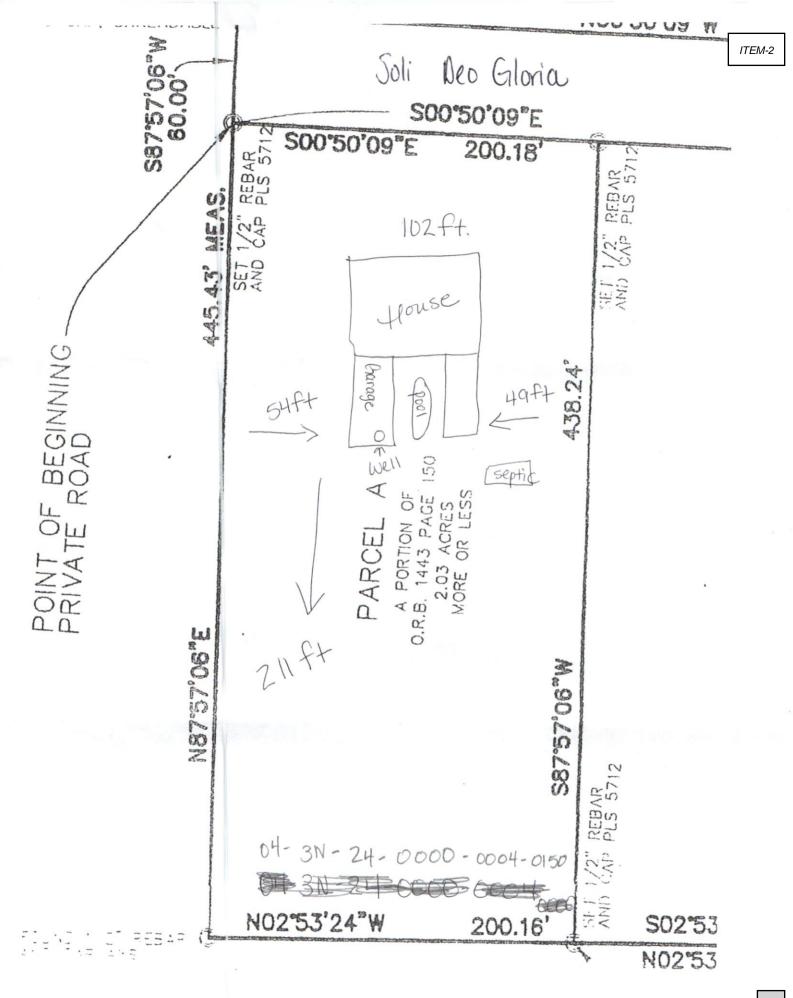
None.

RECOMMENDATION:

Grant request for a septic tank exception to Kristin & Jessie Pickett, located on private drive Soli Deo Gloria Way off Old Pine Ridge Road, Hilliard, FL, Parcel ID No. 04-3N-24-0000-0004-0150.

ITEM-2





Inst. Number: 202145033618 300k: 2495 Page: 111 Page 1 of 3 Date: 9/9/2021 Time: 9:56 AM John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.70 ITEM-2

Prepared by: Josh Bernard Bernard & Schemer, P.A. 480 Busch Drive Jacksonville, Florida 32218

File Number: 21-1815

Trustee Deed

Made this 7th day of August, 2021 A.D. By Harry Pickett and Julie Pickett, both individually and as Trustees of the Harry Pickett Revocable Living Trust, dated August 29, 2005 and Julie Pickett and Harry Pickett both individually as Trustees of the Julie Pickett Revocable Living Trust, dated August 29, 2005, whose address is: 37752 Kings Ferry Road, Hilliard, Florida 32046, hereinafter called the grantor, to Kristin Pickett and Jessie Pickett, wife and husband, whose post office address is: 37752 King Ferry Rod Hilliard, Let 32046, hereinafter called the grantee:

(Whenever used herein the term "granter" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesse h, that grantor, pursuant to the powers and authority granted by the terms and provisions of the aforesaid Trust Agreement, and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, heret y grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Nassau County, Florida, viz:

SEE ATTACHED EXHIBIT "A"

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the g antor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2020.

And Grantor hereby covenants with Grantee that Grantor is the duly appointed, qualified and acting Trustee under the aforesaid Trust Agreement and in all things preliminary to an in and about teh sale and conveyance of the property herein described, the terms conditions and provisions of the aforesaid Trust Agreement and the laws of the State of Florida have been followed and complied with in all respoects and that the undersigned Grantor had the full power and authority to execute this deed for the uses and purposes herein expressed; and that is uid land is free from all encumbrances.

ITEM-2

Prepared by: Josh Bernard Bernard & Schemer, P.A. 480 Busch Drive Jacksonville, Florida 32218

File Number: 21-1885

In Witnes: Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

	Harry Pickett and Julie Pickett, as Trustees of the Harry Pickett Revocable Living Trust, dated August 3/2005
	Hay Justell (Seal)
Witness Printed Name	By: Harry Pickett
	as: Trustee
FLOOMO MAGONIA	(Icula taken (Seal)
Judex March	Julie Pickett (Seal)
Latid R.	Truste
Witness Printed Name	Julie Pickett and Harry Pickett, as Trustees of the Julie Pickett Revocable Living
NIS	Trust, dated August 29, 2005
Willness Frinted Name Dost Bern	Ann Tra res (Seal)
winess mited Name	by: Hally Ficket
	as: Trustee
	1 . 17
	(Willie Fichur (Seal)
	Julie Pickett
Witness Printed Name	as: Trustee
whites Fritted Name	10
	at la
	(Seal)
	Harry Piekett, individually
	7
	11 · 0'
	Gulu Finddal (Seal)
	Julie Pickett, individually
State of Florida	
County of Duval	
The foregoing instrument was acknowledged	before me by means of [] physical presence or [] online notarization, this 27th day o
August 2021. Harry Pickett and Julie Pic	ckett, both individually and as Trustees of the Harry Pickett Revocable Living Trust
dated August 29, 2005 and Julie Pickett an	nd Harry Pickett both individually as Trustees of the Julie Pickett Revocable Living
Trust, dated August 29, 2005,	, who are personally known to me or who has produced
	as licentification
	Rulle Aland
	Notary Public Print Name: LANIGNICE J. BANAAD
	Print Name: CONCESS PENDED
	My Commission Expires:
LAWRENCE J. BERNARD	
STATE CONTRACTOR STORE	
EXPIRES: May 6, 2022 Bonded Thru Notary Public Under	
Bonded Thru would y rule	

EXHIBIT "A"

PARCEL A

A PORTION OF THE SOUTHEAST 14 OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA, AND BEING A PORTION OF PROPERTY PER DEED (PARENT TRACT), OFFICIAL RECORD BOOK 1443, PAGE 150 RECORDED IN THE PUBLIC RECORDS, OF SAID COUNTY AND STATE; BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF PROPERTY AS DESCRIBED IN DEED, OFFICIAL RECORD BOOK 127, PAGE 37 AS RECORDED IN THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING A FOUND 1/2 INCH IRON PIPE, NO CAP, THENCE N 87°57'12" E ALONG THE SOUTH LINE OF PROPERTY AFOREMENTIONED, A DISTANCE OF 550.00 FEET TO A POINT, BEING A FOUND 1/2 INCH IRON PIPE, NO CAP, THENCE N 02°53'24" W, A DISTANCE OF 274.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 02°53'24" W, A DISTANCE OF 200.16 FEET; THENCE N 87°57'06" E, A DISTANCE OF 445.43 FEET; THENCE S 00°50'09" E, A DISTANCE OF 200.18 FEET; THENCE S 87°57'06" W, A DISTANCE OF 438.24 FEET TO THE POINT OF BEGINNING, CONTAINING 2.03ACRES MORE OR LESS.

PRIVATE ROAD

A PORTION OF THE SOUTHEAST 14 OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA, AND BEING A PORTION OF PROPERTY PER DEED (PARENT TRACT), OFFICIAL RECORD BOOK 1443, PAGE 150 RECORDED IN THE PUBLIC RECORDS, OF SAID COUNTY AND STATE; BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF PROPERTY AS DESCRIBED IN DEED, OFFICIAL RECORD BOOK 127, PAGE 37 AS RECORDED IN THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING A FOUND 1\2 INCH IRON PIPE, NO CAP; THENCE N 87°57'12''E ALONG THE SOUTH LINE OF PROPERTY AFOREMENTIONED, A DISTANCE OF 550.00 FEET TO A POINT, BEING A FOUND 1\2 INCH IRON PIPE, NO CAP; THENCE N 02°53'24'' W, A DISTANCE OF 274.78 FEET; THENCE CONTINUE N 02°53'24'' W, A DISTANCE OF 200.16 FEET; THENCE N 87°57'06'' E, A DISTANCE OF 445.43 FEET TO THE POINT OF BEGINNING; THENCE S 00°50'09'' E, A DISTANCE OF 1055.11 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF PINERIDGE ROAD (HAVING A 60 FOOT RIGHT OF WAY) AND BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1241.00 FEET; THENCE OF 60.16 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 85°02'47'' E, 60 16 FEET; THENCE N 00°50'09'' W, A DISTANCE OF 1052.06 FEET; THENCE S 87°57'06'' W, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.45 ACRES MORE OR LESS.

A. Michael Hickox, CFA Cert. Res. RD1941

NASSAU COUNT	ITEM-2
PROPERTY APPRAISER	

	PROPERTY INFORMATION
Parcel Number	04-3N-24-0000-0004-0150
Owner Name	PICKETT JULIE G REV LIV TRUST
Mailing Address	37752 KINGS FERRY RD
	HILLIARD, FL 32046
Location Address	37662 SOLI DEO GLORIA WAY
	HILLIARD 32046
Tax District	HILLIARD
Milage	16.1525
Homestead	No
Property Usage	VACANT 000000
Deed Acres	2.83
Short Legal	PT OF SE1/4 OF SEC 4-3N-24E IN OR 2318/568 (EX OR 2318/570
	& OR 2362/102)

2020 Final Values	
Land Value	\$56,600
(+) Improved Value	\$0
(=) Market Value	\$56,600
(-) Agricultrual Classification	\$0
(-) SOH or Non-Hx* Capped Savings	\$0
(=) Assessed Value	\$56,600
(-) Homestead	\$0
(-) Additional Exemptions	\$0
(=) School Taxable Value	\$56,600
(-) Non-School HX & Other Exempt Value	\$0
(=) County Taxable Value	\$56,600
Note - *10% Cap does not apply to School Taxable Value	

PARCEL MAP

PROPERTY PHOTO





If this picture is incorrect, please email info@nassauf	lpa.com

BUILDING INFORMATION									
Туре	Total Area	Heated Area	Bedrooms	Baths	Primary Exterior	Secondary Exterior	Heating	Cooling	Actual Year Built
MISCELLANEOUS INFORMATION									
			Description	Dimensions L	X W Units	Year Bui	lt		

				CALES INE			_	
Sale Date	Book Page	Price	Instr	SPALES INFO	ORMATION	Grantor	Grantee	
2020-02-11	<u>2338 / 1079</u>	\$100	QC	U	Ν	PICKETT HARRY & JULIE	PICKETT HARRY & JULIE	ITEM-2
2020-02-11	<u>2338 / 1077</u>	\$100	QC	U	Ν	PICKETT JULIE G REV LIV TRUST	PICKETT HARRY & JULIE	-
2019-11-12	2210 / 500	\$100	OC		N	PICKETT JARROD & LEANNA P	PICKETT JULIE G REVOCABLE LIVING	
2019-11-12	<u>2318 / 568</u>	\$100	QC	0	N	PICKETT JARROD & LEANINA P	TRUST	
2019-10-23	<u>2314 / 1523</u>	\$100	WD	U	Ν	PICKETT HARRY & JULIE	PICKETT JARROD & LEANNA P	



AGENDA ITEM REPORT TOWN OF HILLIARD, FLORIDA

TO:	Town Council Regular Meeting	Meeting Date: October 7, 2021
FROM:	Janis Fleet, AICP – Land Use Administrate	or
SUBJECT:	Planning & Zoning Board recommends the To Replat for Lots 36-40 and 58-63 of the Deer F Circle South & North on CR 108), to create th Parcel ID No. 17-3N-2020-0023-0360, comply Code and Chapter 177, Florida Statue.	Run Subdivision (between Kristie le SSI Subdivision Lots 1, 2 & 3,
	DUND: Ms. Anna Sowers on behalf of Sowing at for the Replat of Lots 36-40 and 58-63 of the	

BACKGROUND: Ms. Anna Sowers on behalf of Sowing Seeds Investments Inc has applied for a final plat for the Replat of Lots 36-40 and 58-63 of the Deer Run Subdivision to create a 3lot subdivision to be platted as SSI Subdivision. The development will add 3 lots, and therefore is subject to all the subdivision requirements of Chapter 177, Florida Statutes and Chapter 46 of the Town Code.

The property is zoned R-3, which requires a minimum lot width of 70 ft and minimum lot area of 7,000 sf. All lots proposed for the SSI Subdivision exceed the minimum lot requirements of the R-3 zoning district. The plat has been reviewed on the behalf of the Town, by Mike Manzie, Surveyor. Mr. Manzie has signed off on the final plat.

The Planning and Zoning Board voted at their meeting of September 14, 2021 to recommend to Town Council the final plat for the Repat of Lots 36-40 and 58-63 of the Deer Run Subdivision to create the SSI Subdivision for the property with the Parcel ID#17-3N-24-2020-0023-0360, the following conditions should be part of the recommendation for approval:

1. Pay all consultant review fees to the Town of Hilliard.

2. The applicant will create a swale along County Road 108 for drainage. The drainage plan needs to be approved by the Town Engineer.

FINANCIAL IMPACT: None, the applicant must pay for all review and recording fees.

RECOMMENDATION: Approve the final plat for the SSI Subdivision and authorize the Mayor, Clerk, and Town Attorney to sign the plat. Direct the applicant to record the plat with the Clerk of the Court and provided the Town with copy/evidence of the recorded plat.

MICHAEL MANZIE P.L.S. 4069 MANZIE & DRAKE LAND SURVEYING 117 S. 9TH STREET FERNANDINA BEACH, FL 32034	F.B.: <u>BSI42</u> , PG.: <u>72</u> SURVEY DATE: <u>04-21-21</u> SIGNATURE DATE: <u>05-06-21</u> DWG. No. <u>B-2-229-11-20</u>
SURVEYORS CERTIFY I HEREBY CERTIFY THAT I HAVE REI STATUES AND THAT I AM EMPLOYED GOVERNMENT BODY AND ACTING HEI FACIAL CONFORMITY WITH REQUIREM BE AND SHOULD NOT BE CONSTRUE BE AND SHOULD NOT BE CONSTRUE SURVEYING/MAPPING REFLECTED ON	ATTORNEY
	CERTIFICATE OF TOWN ATTORNEY THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE TOWN ATTORNEY FOR HILLIARD. FLORIDA. THIS DAY OF A.D. 2021.
	CLERK OF COURTS NASSAU COUNTY, FLORIDA
	<u>CLERKS CERTIFICATE</u> This is to certify that this plat is recorded in official records book, PAGEIN THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.
	COUNTY HEALTH DEPARTMENT
	<u>COUNTY HEALTH CERTIFICATE</u> This is to certify that I have reviewed the above plat this day of , a.d. 2021, and these lots are approved to be placed on approved Public water and approved private sewage systems.
	MAYOR TOWN CLERK
xx	TOWN COUNCIL CERTIFICATE THIS IS TO CERTIFY THAT THIS PLAT IS APPROVED BY TOWN OF HILLIARD THIS DAY OF
NOW OR FORME) BRITTNAI D. (O.R.B. 2420 PARCEL No. 17–3N–24 (SEE SURVEY BY THIS FIRM DATED: 11–:	Seconds per angle point and was adjusted using the compass rule. This map or plat has been calculated for closure and is found to be accurate within one foot in 77,846 feet. Equipment used for field measurements: Linear: Sokia Set 3 angular: Sokia Set 3
	CLOSURE STATEMENT: THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 19,462 FEET AND AN ANGULAR ERROR OF 04
	NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
	STATE OF FLORIDA county of duval or nassau the foregoing instrument was acknomedged before me thisday of 2021 a.d. by sowing seeds investments, inc.
	HAS CAUSED THESE PRESENTS TO BE SIGNED THIS
	NG SEEDS INVESTMENTS, INC IS THE LAWFUL OWNER AND CORIBED IN THE CAPTION HEREON KNOWN AS SSI O THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PI ITHE SAME TO BE SURVEYED AND IS HERE BY ADOPTED AS A TRUE LANDS.
	ADOPTION AND DEDICATION
 	VICINITY MAP (not to scale)
	CO. ROAD 108
	Soming SEEDS INVESTMENTS, INC. 95050 POPLAR WAY FERNANDINA BEACH, FLORIDA 32034 (O.R.B. 2344, PAGE 299)

SSI SUBDIVISION

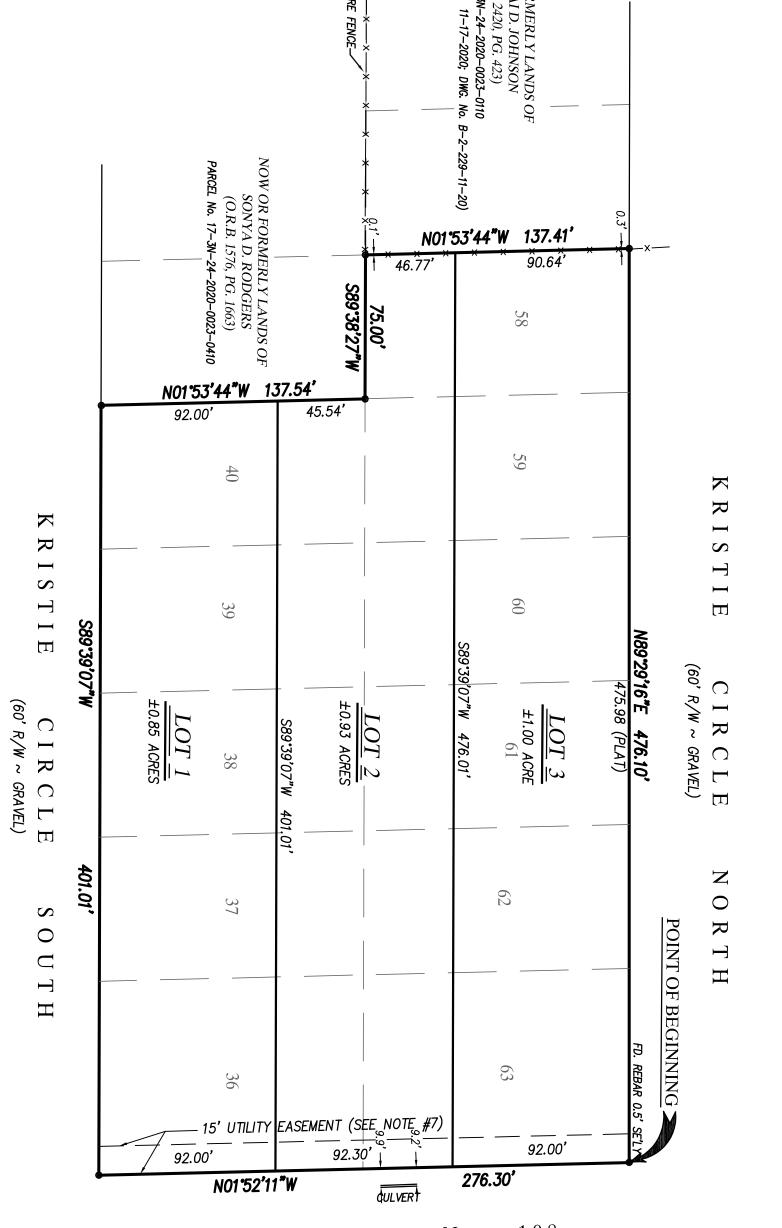
OFFICIAL RECORDS BOOK

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PAGE

(BEING A RE-PLAT OF LOTS 36-40 & 58-63 DEER RUN SUBDIVISION, AS DESCRIBED IN OFFICIAL RECORDS BOOK 563, PAGES 322-324 ALSO BEING A PORTION OF THE ORIGINAL LOTS 23 & 24, CORNWALL FARM LAND COMPANY'S PLAT OF NORTH FLORIDA PECAN, FRUIT & TRUCK FARMS, SECTION 17, TOWNSHIP 3 NORTH, RANGE 24 EAST, TOWN OF HILLIARD, NASSAU COUNTY FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK "O", PAGE 31, ALL IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA)

"Notice: this plat, as recorded in it's graphic form, is the official depiction of the subdivided lands described herein and will IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT . THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLICE RECORDS OF THIS COUNTY." 177.091(27)



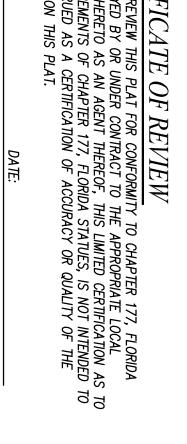
108N 0. COUNTY ROAD

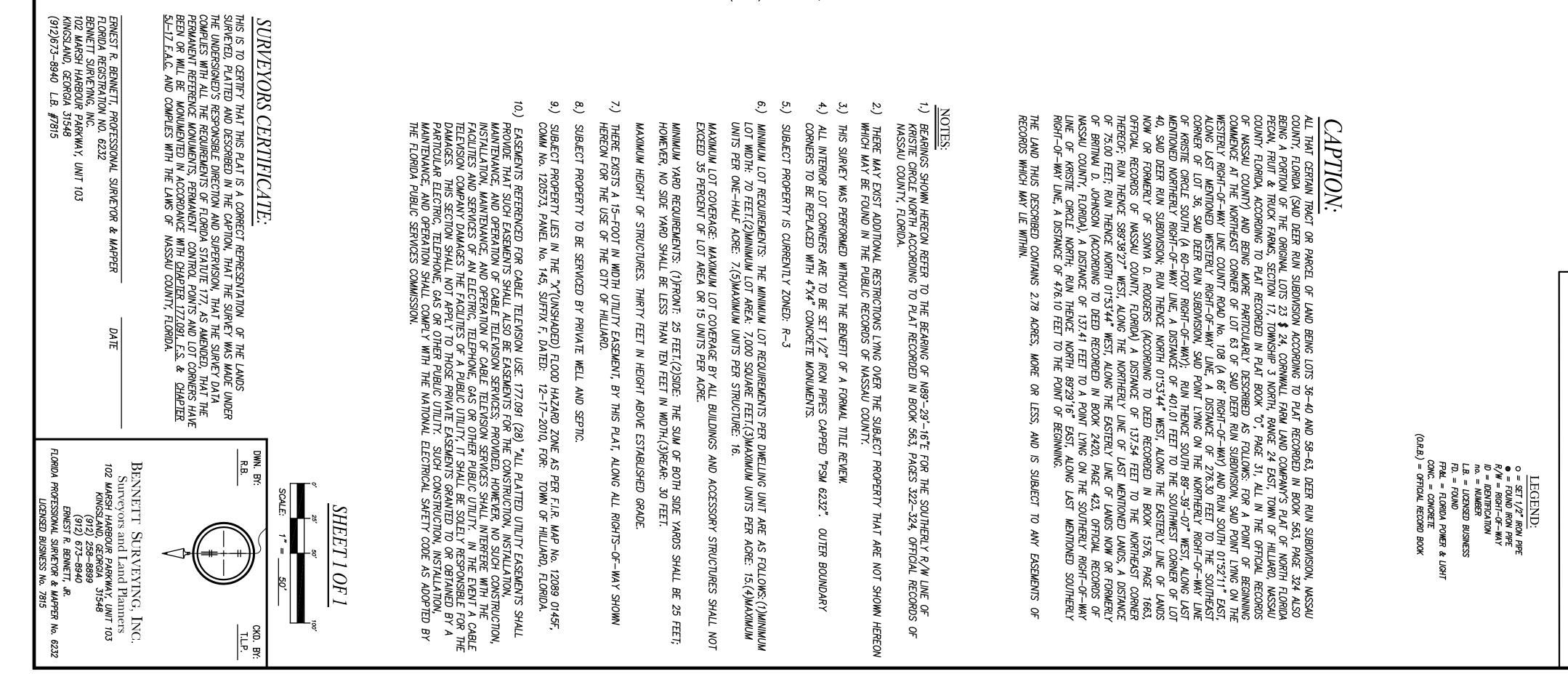
TOWN ENGINEER, HILLIARD

A.D. 2021.

HILLIARD

EXAMINED AND APPROVED THIS_____ TOWN ENGINEER APPROVAL DAY





			ITEM-3
		20210824	
	Town of	FOR OFFICE USE ONLY	
	Hilliard	File #	
	Subdivision Application	Application Fee: 300.00	-7-
			8
	Major Subdivision – Over 5 Lots		
	Minor Subdivision - 3 to 5 Lot Preliminary Plat K Final Plat		
Α.	PROJECT		
1.	Project Name: SSI SUBDIVISION		
2.	Address of Subject Property: KRISTIE CIRCLE	(15726, 15728, 15730 CR 108)	
3.	Parcel ID Number(s): 17 - 3N - 24 - 2020 - 0	023-0360	
4.	Existing Use of Property: VACANT R-3		
5.	Future Land Use Map Designation: MEDIUM DEN	ISITY	_
6.	Zoning Designation: <u>R-3</u>		
7.	Acreage: 2.77		
В.	APPLICANT		
1.	Applicant's Status Owner (title holder)	🕱 Agent	
2.	Name of Applicant(s) or Contact Person(s): BEN 5Amin	W. BUCHANAN Title: PRES.	
	Company (if applicable): INTACT C.M.G.		
	Mailing address: P.O. Sox 365		
	City: HILLIARD	State: FLZIP: 32046	
	Telephone: (904) 483-6128 FAX: (904) 212-2	LOOS e-mail: ben@ intact cmg.com	l
3.	If the applicant is agent for the property owner*:		
	Name of Owner (title holder): ANNA SOWERS		
	Company (if applicable): SOWING SEEDS INVEST	MENTS, LLC	
	Mailing address: 95050 POPLAR WAY		
	City: FERNANDINA BEACH		
	Telephone: (904) 753-1942 FAX: ()	e-mail: anna @ appraisals firstelas	5.000

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

C. ATTACHMENTS

PRELIMINARY PLAT ATTACHMENTS (One copy: 24" X 36" with 3" left margin and ½" top, bottom, and right margins, one copy reduced to no greater than 11 x 17, plus one copy in PDF format)

- 1. Plans, including but not limited to:
 - a. Scale: at least 1" = 200'.
 - b. Proposed Name of Subdivision.
 - c. Name, address, and telephone number of the subdivider and agent of the subdivder.
 - d. Name, address, telephone number and registration number of the surveyor or engineer.
 - e. Date of boundary survey, north arrow, graphic scale, date of plat drawing, and space for revision dates.
 - f. Vicinity map.
 - g. Total acreage of lots and total number of lots.
 - h. Legal description of property to be subdivided.
 - i. Names of owners of adjoining land with their approximate acreage or, if developed, names of abutting subdivisions.
 - j. Preliminary layout including streets and easements with dimensions, lot lines with approximate dimensions, land to be reserved or dedicated for public or common uses, and any land to be used for purposes other than single-family dwellings.
 - k. Block letters and lot numbers, lot lines, and scaled dimensions.
 - Zoning district boundaries on abutting properties.
 - m. Proposed method of water supply, sewage disposal, and drainage, and electric service.
 - n. Minimum building setback lines as required by the Land Development Regulations.
 - Natural features, including lakes, marshes or swamps, water courses, wooded areas, and land subject to the 100year flood as defined by FEMA official flood maps.
 - p. Surface drainage and direction of flow and method of disposition and retention indicated.
 - q. Tree survey.
- Existing and/or proposed covenants and restrictions.
- Stormwater management plan including the following:
 - a. Existing contours at one (1) foot intervals.
 - b. Proposed finished floor elevation of each building site.
 - c. Existing and proposed stormwater management facilities with size and grades.
 - d. Proposed orderly disposal of surface water runoff.
 - e. Centerline elevations along adjacent streets.
- 4. Legal description with tax parcel number.
- 5. Warranty Deed or other proof of ownership.
- 6. Proof of payment of taxes.
- 7. Permit or Letter of Exemption from the St. Johns River Water Management District.
- 8. Concurrency Application

9. Fee.

b.

- a. Major Subdivision More than 5 lots:
- i. \$500 plus \$20 per lot
 - Minor Subdivision 3 to 5 lots:
 - i. \$300

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

<u>All 9 attachments are required for a complete application.</u> A completeness review of the application will be conducted within ten (10) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

Within twelve (12) months of the approval of the Subdivision Preliminary Plat, Construction Plans must be reviewed

Within six (6) months of the approval of Construction Plans, the applicant must submit an application for Final Plat for review.

FINAL PLAT ATTACHMENTS - ATTACHMENTS (One copy: 24" X 36" with 3" left margin and ½" top, bottom, and right margins, one copy reduced to no greater than 11 x 17, plus one copy in PDF format)

- 1. A copy of this original application must accompany the submission.
- 2. Plans, to include but not limited to:
 - a. Name of subdivision shall be shown in bold legible letters, as stated in Chapter 177, Florida Statutes. The name of the subdivision shall be shown on each sheet included and shall have legible lettering of the same size and type including the words "section," "unit," "replat," "amended," etc.
 - b. Name and address of subdivider.
 - c. North arrow, graphic scale, and date of plat drawing.
 - d. Vicinity map.
 - e. Exact boundary line of the tract, determined by a field survey, giving distances to the nearest one-hundredth foot and angles to the nearest minute, shall be balanced and closed with an apparent error of closure not to exceed one in 5,000.
 - f. Legal description of the property to be subdivided.
 - g. Names of owners of adjoining lands with their approximate acreage or, if developed, names of abutting subdivisions.
 - h. Location of streams, lakes and swamps, and land subject to the 100-year flood as defined by the Federal Emergency Management Agency, official flood maps.
 - i. Bearing and distance to permanent points on the nearest existing street lines of bench marks or other permanent monuments (not less than three (3)) shall be accurately described on the plat.
 - j. Municipal lines shall be accurately tied to the lines of the subdivision by distance and angles when such lines traverse or are reasonably close to the subdivision.
 - k. The closest land lot corner shall be accurately tied to the lines of the subdivision by distance and angles.
 - I. Location, dimensions, and purposes of any land reserved or dedicated for public use.
 - m. Exact locations, width, and names of all streets within and immediately adjoining the proposed subdivision.
 - n. Street right-of-way lines must show deflection angles of intersection, radii, and lines of tangents.
 - o. Lot lines, dimensions, and bearings must be shown to the nearest one hundredth (1/100) foot.
 - p. Lots must be numbered in numerical order and blocks lettered alphabetically.
 - q. Accurate location and description of monuments and markers.

- Minimum building front yard setback lines as required by the Land Development Regulations as determined by the r. property's zoning.
- Reference to recorded subdivision plats of adjoining platted land shall be shown by recorded names, plat book, S. and page number.
- Covenants and restrictions notice in accordance with Chapter 177.091(28), Florida Statutes. t.
- u. Dedication to the public by the owners of the land involved of all streets, drainage easements, and other rights-ofway however designated and shown on the plat for perpetual use for public purposes, including vehicular access rights where required. If the property is encumbered by a mortgage, the owner of the mortgage shall join in the dedication or in some other manner subordinate the mortgagee's interest to the dedication of public right-of-way.
- v. Certification that all payable taxes have been paid and all tax sales against the land redeemed.
- w. Title certification as required by Chapter 177, Florida Statutes.
- 3. Legal description with tax parcel number.
- Warranty Deed or other proof of ownership. 4
- 5. Proof of payment of taxes.
- 6. Permit or Letter of Exemption from the St. Johns River Water Management District or the Florida Department of Environmental Regulations.
- 7. Fee.

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- Major Subdivision More than 5 lots: C.
- \$500 plus \$20 per lot j. d.
 - Minor Subdivision 3 to 5 lots:
 - \$300 i. .

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

All 7 attachments are required for a complete application. A completeness review of the application will be conducted within ten (10) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

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

MY COMMISSION # HH 145009	ge 4 of 5 8/18
	08 🔷 Hilliard, FL 32046 🔷 (904) 845-3555
NOTARY SEAL	WOUDD D
as identification.	Vel agril and
Br chapping, who is/are personally known to me, or	who has/have produced Florida D.L.
The foregoing application is acknowledged before me this $\underline{\mathcal{A}}$	4th day of Augest, 2021, by Bonjamin W.
State of Florida County of	Nassay
Date	Date
8/24/21	
Typed or printed name and title of applicant	Typed or printed name of co-applicant
RENJAMIN W. BUCITANAN	
Signature of Applicant	Signature of Co-applicant
NW 2	

8/2021

ITEM-3

ITEM-3

Signature of Notary Public, State of

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Prepared by: Andrea F. Lennon, P.A. 3391 South Fletcher Avenue Fernandina Beach, Florida 32034

File Number: 20-053

General Warranty Deed

Made this February 27, 2020 A.D. By Marion K. Mulliniks, an unmarried woman, whose post office address is: 1036 Whirlaway Circle, Jacksonville, Florida 32218, hereinafter called the grantor, to Sowing Seeds Investments Inc., a Florida Corporation, whose post office address is: 95050 Poplar Way, Fernandina Beach, Florida 32034, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Nassau County, Florida, viz:

LOTS 36 THROUGH 40 AND LOTS 58 THROUGH 63, DEER RUN SUBDIVISION, AS DESCRIBED IN OFFICIAL RECORDS BOOK 563, PAGES 322 THROUGH 324, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: 17-3n-24-2020-0023-0360

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2019.

Inst. Number: 202045007205 Book: 2344 Page: 300 Page 2 of 2 Date: 3/4/2020 Time: 2:14 PM John A. Crawford Clerk of Courts, Nassau County, Florida Doc Deed: 420.00

ITEM-3

Prepared by: Andrea F. Lennon, P.A. 3391 South Fletcher Avenue Fernandina Beach, Florida 32034

File Number: 20-053

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

1. Olinikaal) arion Marion K. Mulliniks Witnes וע בל Printed Name: Printed Name:

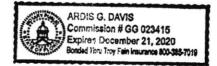
State of Florida

County of DUVAL

The foregoing instrument was acknowledged before me by means of X physical presence or [] online notarization, this an unmarried woman, who is/are personally known to me or who has produced DRIVERS LICENSE as identification.

Notary Public Print Name: Hedis

My Commission Expires:



ITEM-3

Ownership and Encumbrance Report

First American Issuing Office:

First American Title Insurance Company 3563 Phillips Highway, Suite 504, Building E Jacksonville, FL 32207

Customer Reference Number: Jowers First American File Number: 2080-5510018

Prepared For: Andrea F. Lennon, P.A. 3391 S. Fletcher Avenue Fernandina Beach, FL 32034

Legal Description:

Lots 36 through 40 and Lots 58 through 63, DEER RUN, as described in Official Records Book 563, Pages 322 through 324, of the public records of Nassau County, Florida

1. Grantee(s) In Last Deed of Record:

Sowing Seeds Investment Inc.,, a Florida corporation

2. **Encumbrances/Matters Affecting Title** (Includes only mortgages, liens and claims of lien (if not specifically affecting other property only), judgments (certified only), federal tax liens, bankruptcy petitions, death certificates, court orders and decrees, divorce decrees, property settlement agreements, tax warrants, incompetency proceedings and probate proceedings which may affect the title to the property described above (attach an exhibit, if necessary)):

(x) Exhibit Attached () Exhibit Not Attached.

Type of Instrument	O.R.Book	Page
General Warranty Deed	2344	299
Morgage and Security Agreement	2344	301

Copies of the Encumbrances/Matters Affecting Title (x) are () are not included with this Report.

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 17-3N-24-2020-0023-0360 for tax year 2020Gross Tax: \$ 647.36 (x) Paid () Not Paid.Unpaid Taxes for Prior Years: NONEMap Code:Assessment: \$55,400.00

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Certificate

"This Report" is a search limited to the Official Records Books as defined in Sections 28.001(1) and 28.222, Florida Statutes, from to at 8:00 a.m.. The foregoing Report accurately reflects matters recorded and indexed in the Official Records Books of NASSAU County, Florida, affecting title to the property described therein. This report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified in the property information report.

First American Title Insurance Company

Michael Abbey, as SVP, Division Region Manager

Dated:07/23/2021

Inst. Number: 202145028808 Book: 2484 Page: 1537 Page 1 of 1 Date: 8/3/2021 Time: 3:30 PM John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00 ITEM-3

THIS INSTRUMENT PREPARED BY: Pineland Bank P O Box 1988 Alma GA 31510

RECORD AND RETURN TO: Pineland Bank P O Box 1988 Alma GA 31510

SATISFACTION OF MORTGAGE AND SECURITY AGREEMENT

SATISFACTION made this 3rd day of August 2021 by and between, Pineland Bank the owner and holder of a certain mortgage and security agreement executed by Sowing Seeds Investments Inc bearing date the 27th day of February 2020 and recorded in Official Record Book 2344, Page 301-308 in the office of the Clerk of the Circuit Court of Nassau, Florida, securing that certain note in the principal sum of \$_48,000.00 _____ and certain promised and obligation set forth in said mortgage, upon the following described land situated in Nassau County, FL, towit:

As described in aforesaid mortgage.

Owner hereby acknowledges full payment and full satisfaction of said note and mortgage, and surrenders the same as cancelled, and hereby directs the Clerk of the said Circuit Court to cancel the same of record.

Signed, sealed and delivered in the presence of:

ess Signature

itness Signature

Pineland Bank 12 arrist By: Brendyn Title By: Title: A.V.P

State of Georgia County of bacon

This foregoing instrument was acknowledged before me this 3 day of AUGUST

Signature

irder

Notary Printed Signature



THIS DOCUMENT PREPARED BY AND RETURN TO: ANDREA F. LENNON, P.A. 961687 GATEWAY BLVD SUITE 101L AMELIA ISLAND, FLORIDA 32034

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE dated this 27th day of February 2020, by Sowing Seeds Investments, Inc., a Florida Corporation, whose address is 95050 Poplar Way, Fernandina Beach, FL 32034, hereafter called the Mortgagor, to Pineland Bank, whose address is 501 West 12th Street, P.O. Box 1988, Alma, GA 31510, hereafter called the Mortgagee.

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Note, as hereafter described, the Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagee all that certain land of which the Mortgagor is now seized and possessed and in actual possession, situate in the County of NASSAU, State of Florida, as described on Exhibit "A" attached hereto and made a part hereof.

Together with all structures and improvements now and hereafter on said land and fixtures attached thereto and all rents, issues, proceeds and profits accruing and to accrue from said Property, all of which are included within the foregoing description and the habendum thereof; also all gas, steam, electric, water and other heating, cooking, refrigerating, lighting, plumbing, ventilating, irrigating and power systems, machines, appliances, fixtures and appurtenances, which now are or may hereafter pertain to, or be used with, in or on said Property, even though they be detached or detachable, all of which are hereafter called the "Property".

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the Mortgagor in and to the same and every part thereof, unto the Mortgagee in fee simple.

And the Mortgagor hereby covenants with the Mortgagee that it is indefeasibly seized of the Property in fee simple; that it has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for the Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Property and every part thereof; that it is and will remain free from all encumbrances; that it will make such further assurances to perfect the fee simple title to it in the Mortgagee as may be reasonably required; and that it does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS that if the Mortgagor shall pay unto the Mortgagee all sums owed to the Mortgagee by Mortgagor under and by virtue of that certain Promissory Note in the principal amount of Forty Eight Thousand Dollars and 00/100 Dollars (\$48,000.00), dated the date hereof (the "Note") and by this reference made a part hereof, and shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every the stipulations, agreements, conditions and covenants of the Note and this Mortgage, then this Mortgage and the estate hereby created shall cease and be null and void.

And the Mortgagor covenants and agrees to and with the Mortgagee as follows:

1. It will pay the principal and interest and the various and sundry sums of money payable by virtue of the Note and this Mortgage promptly on the days the same become due and it will promptly perform and comply with each and every other covenant and agreement in the Note and this Mortgage.

2. It will pay the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature and kind now on the Property, or that hereafter may be imposed, suffered, placed, levied or assessed thereon, or that hereafter may be levied or assessed upon this Mortgage or the indebtedness secured hereby, when due and payable according to law and at least thirty (30) days prior to the time they become delinquent. It will also deliver to the Mortgagee at least twenty (20) days before the same become delinquent the original document evidencing the satisfaction and discharge of such taxes, assessments, levies, liabilities, obligations or encumbrances.

It will keep the improvements hereafter erected on the Property insured against loss by fire and 3 other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee, and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. All policies and renewals shall be delivered to the Mortgagee at least ten (10) days prior to the expiration date and if the Mortgagor fails to make such delivery the Mortgagee may procure such insurance and the Mortgagor agrees to pay and reimburse the Mortgagee promptly for the premium paid by the Mortgagee. In the event of loss it will give immediate notice by mail to the Mortgagee, and the Mortgagee may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness secured hereby or to the restoration or repair of the property damaged. In the event of foreclosure of this Mortgage or other transfer of title to the Property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

4. In the event the Property or any part thereof becomes the subject of or involved in any action, the Mortgagor shall pay and reimburse the Mortgagee for all costs, charges and expenses, including reasonable attorneys' fees, incurred by the Mortgagee in connection with or growing out of such action and all such costs, charges, expenses and attorneys' fees shall be secured by the lien of this Mortgagee promptly. If any such action is eminent domain proceedings, the Mortgagee shall be entitled to receive and recover the entire award made to the extent that the same does not exceed the amount necessary to pay in full all indebtedness secured by the lien of this Mortgage.

5. It will not permit, commit or suffer any waste, impairment or deterioration of the Property or any part thereof. Should it fail to keep the improvements thereon in good repair, the Mortgagee may make such repairs and expend such sums as in the discretion of the Mortgagee is deemed necessary for the proper preservation thereof.

6. It will pay all and singular the costs, charges and expenses, including reasonable attorneys' fees, cost of abstracts of title and title searches, incurred or paid at any time by the Mortgagee because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of the Note or this Mortgage, and said costs, charges and expenses shall be immediately due and payable.

In the event of the failure to pay any sums of money promptly when due under the Note or this Mortgage, the aggregate sum mentioned in the Note then remaining unpaid, with accrued interest to that time, and all other moneys secured hereby, shall become immediately due and payable at the option of the Mortgagee as fully and completely as if all of said sums were originally stipulated and agreed to be paid on such day, anything in the Note or in this Mortgage to the contrary notwithstanding, and thereupon and thereafter at the option of the Mortgagee, without notice or demand, an action may be prosecuted as if all moneys secured hereby had matured prior to the institution of such action. In the event of (a) the breach of any covenant in this Mortgage or any default on the part of the Mortgagor, or (b) the failure to perform promptly and fully any stipulation, agreement, condition or covenant in the Note or in this Mortgage, then Mortgagee shall give Mortgagor written notice by mail to cure such default and, upon failure of Mortgagor to cure such default within thirty (30) days after the notice shall have been mailed, then the aggregate sum mentioned in the Note then remaining unpaid, with accrued interest to that time, and all other moneys secured hereby, shall become immediately due and payable at the option of the Mortgagee as fully and completely as if all of said sums were originally stipulated and agreed to be paid on such day, anything in the Note or in this Mortgage to the contrary notwithstanding, and thereupon and thereafter at the option of the Mortgagee, without notice or demand, an action may be prosecuted as if all moneys secured hereby had matured prior to the institution of such action.

8. The Mortgagee may, at any time while an action is pending to foreclose or to reform this Mortgage, or to enforce any claims arising hereunder, apply to the court having jurisdiction thereof for the appointment of a receiver and such court shall forthwith appoint a receiver of the Property, including all and singular the income, profits, rents, issues and revenues from whatever source derived, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to the Mortgagee without reference to the adequacy or inadequacy of the value of the Property or to the solvency or insolvency of the Mortgager or the defendants, and such income, profits, rents, issues and revenues shall be applied by such receiver according to the lien of this Mortgage and the practice of such court.

9. If the Mortgagor fails to perform any of the covenants or agreements contained herein or in the Note and the Mortgagee advances or expends any sums because of such failure and default by the Mortgagor, then all such advances and expenditures shall bear interest at the highest contract rate permitted by applicable law until paid and shall be repayable immediately without demand and shall be secured by the lien of this Mortgage.

10. If all or any part of the Property is sold or transferred without the Mortgagee's prior written consent, all of the sums secured hereby shall become immediately due and payable.

11. Anything in the Note, this Mortgage, or any other agreements or arrangements by the Mortgagor in connection with the loan evidenced by the Note to the contrary notwithstanding, if from any circumstances whatever fulfillment of any provision of any of the foregoing documents or agreements at the time performance of said provision shall be due shall involve transcending the limit of validity prescribed by the usury laws applicable in the State of Florida as preempted and prescribed from time to time by the laws of the United States of America or any rule or regulation of any department or agency thereof, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity so that in no event shall exaction be possible under any of the aforesaid documents or agreements in excess of the limit of such validity, but such obligation shall be fulfilled to the limit of such validity, and if under any circumstances whatsoever interest in excess of the limit of such validity will have been paid by the Mortgagor in connection with the loan evidenced by the Note, such excess shall be applied by the Mortgage to the unpaid principal balance of the Note or refunded to the Mortgagor, the manner of handling such excess to be at the Mortgagee's election, and in case any such excess interest has

accrued, the Mortgagee shall eliminate such excess interest so that under no circumstances shall interest on the loan evidenced by the Note exceed the maximum rate allowed by applicable law as preempted and prescribed from time to time by the laws of the United States of America or any rule or regulation of any department or agency thereof.

12. To further secure the indebtedness secured by this Mortgage, the Mortgagor hereby grants to the Mortgagee a security interest in the property described in Exhibit B attached hereto and by this reference made a part hereof. Pursuant to Chapter 679, *Florida Statutes*, this Mortgage constitutes a financing statement covering the Property as defined in this Mortgage. The mailing address of the Mortgage/Secured party is as set forth in the preamble of this Mortgage. Some of the Property is or may become attached as fixtures on the real Property encumbered by this Mortgage; that real Property is owned by Mortgagor. This Mortgage is being filed in the real estate records of the county in which the real Property encumbered is situated.

13. Any default by Mortgagor under the terms of any other note or mortgage executed by Mortgagor and held by Mortgagee as evidence of or security for any indebtedness owed by Mortgagor to Mortgagee shall at the option of the Mortgagee constitute a default under the terms hereof. Any default by Mortgagor under the terms of this Mortgage shall at the option of Mortgagee constitute a default under the terms of any other mortgage executed by Mortgagor and held by Mortgagee as security for any indebtedness owned by Mortgagor to Mortgagee.

14. The Property is investment commercial property.

15. The Note evidences and this Mortgage secures all or a portion of the purchase price of the Property in connection with the purchase thereof by the Mortgagor. This is a purchase money mortgage.

16 As additional security for the indebtedness secured hereby, the Mortgagor sells, transfers and assigns unto the Mortgagee all the right, title and interest of the Mortgagor in and to the rents, issues, profits, revenues, royalties, rights and benefits from the real Property and improvements encumbered hereby, together with all leases thereof now made or hereafter entered into, whether written or verbal. The Mortgagor authorizes and empowers the Mortgagee to collect the rents, issues, profits, revenues, royalties, rights and benefits as they shall become due, and does direct each and all of the tenants of the premises to pay the rents as now may be due or shall become due hereafter to the Mortgagee upon demand for payment by the Mortgagee, provided, however, that no such demand shall be made unless and until there has been a default in the payment of any other sums secured by this Mortgage, but the tenants shall pay the rents to the Mortgagee upon such demand without the necessity of inquiry into the propriety of doing so, and shall be fully protected in so doing. Until such demand is made, the Mortgagor is authorized to collect, or continue collecting, the rents, issues, profits, revenues, royalties, rights and benefits, but this privilege shall not operate to permit the collection by the Mortgagor of any installment of rent in advance of the date prescribed in the lease or leases for its or their payment. The amount collected under this assignment, less the expense of collection, if any, shall be applied on account of taxes and assessments on the real estate, insurance premiums and delinquencies of principal and interest under the Note and this Mortgage. Nothing contained in this assignment shall be construed as making the Mortgagee a mortgagee in possession, nor shall the Mortgagee be liable for laches or failure to collect the rents, issues, profits, revenues, royalties, rights and benefits; it is understood that the Mortgagee is to account only for such sums as actually are collected. Neither the existence of this assignment nor the exercise of its privilege to collect the rents, issues, profits, revenues, royalties, rights and benefits under it shall be construed as a waiver by the Mortgagee of the right to enforce payment of

the indebtedness secured hereby in strict accordance with the terms and provisions of this Mortgage and the Note.

17 Failure of the Mortgagor to comply strictly with the provisions of this paragraph shall constitute an event of default under this Mortgage and the Note secured hereby and, at the option of the Mortgagee, the aggregate sum mentioned in the Note secured hereby shall become due and payable as fully and completely as if the aggregate sum mentioned in the Note secured hereby were originally stipulated to be paid on the date of such an event of default, and upon such acceleration the Mortgagee may pursue such rights and remedies as are provided for in this Mortgage. The Mortgagor covenants and agrees with the Mortgagee that, throughout the term of the Note: (a) all hazardous or toxic substances, within the definition of any applicable statute or regulation, which may be used by any person for any purpose upon the Property, shall be used or stored thereon only in a safe and approved manner, in accordance with all industrial standards and all laws, regulations and requirements for such storage promulgated by any applicable governmental agency or authority; (b) other than as described in (a) above, the Property will not be used for the purpose of storing such substances; and (c) other than as described in (a) above, no such storage or use will otherwise be allowed on the Property which will cause, or which will increase the likelihood of causing, the release of such hazardous or toxic substances onto the Property. The Mortgagor hereby agrees to indemnify and save and hold the Mortgagee harmless of and from all loss, cost (including reasonable attorneys' fees), liability and damage whatsoever incurred by the Mortgagee arising out of or by reason of any violation of any applicable statute or regulation for the protection of the environment which occurs upon the Property, or by reason of the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of such violation; provided that, to the extent that the Mortgagee is strictly liable under any such statute or regulation, the Mortgagor's obligation to the Mortgagee under this indemnity shall likewise be without regard to fault on the part of the Mortgagor with respect to the violation of law which results in liability to the Mortgagee. A default under this paragraph shall constitute an event of default under this Mortgage.

18. The covenants and agreements herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, legal representatives, successors and assigns of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders. This Mortgage and the Note evidencing the indebtedness secured hereby constitute a Florida contract and shall be construed according to the laws of said state.

19. NO PARTY TO THIS MORTGAGE OR ANY ASSIGNEE, SUCCESSOR, HEIR OR LEGAL REPRESENTATIVE OF A PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS MORTGAGE, ANY RELATED AGREEMENT OR INSTRUMENT, ANY OTHER COLLATERAL FOR THE INDEBTEDNESS SECURED HEREBY OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES HERETO OR THERETO, OR ANY OF THEM. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

5

IN WITNESS WHEREOF, the Mortgagor has executed this instrument under seal the day and year first above written.

Signed, Sealed and Delivered in the presence of:

Print Name Print Name

Sowing Seeds Investments, Ipc., a Florida Corporation By: Anna Jowers, P esident

State of Florida

County of Nassau

This foregoing instrument was acknowledged before me by physical presence this 27th day of February 2020, by Anna Jowers as President of Sowing Seeds Investments, Inc., She produced a Driver's License as identification.

Public Notary

ANDREA LENNON Notary Public - State of Florida Commission # GG 35977* My Comm. Expires Aug 31, 2023 Bonded through National Notary Assn

EXHIBIT "A"

The land referred to herein below is situated in the County of NASSAU, State of Florida, and described as follows:

LOTS 36 THROUGH 40 AND LOTS 58 THROUGH 63, DEER RUN SUBDIVISION, AS DESCRIBED IN OFFICIAL RECORDS BOOK 563, PAGES 322 THROUGH 324, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

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EXHIBIT "B"

(Description of Personal Property)

All fixtures, machinery, equipment and appliances owned by the Mortgagor located and installed on the real property described in Exhibit "A".



AGENDA ITEM REPORT TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting

Meeting Date: October 7, 2021

- FROM: Lisa Purvis Town Clerk
- SUBJECT: Town Council approval to grant three septic tank exceptions for SSI Subdivision, Lots 1, 2 & 3. Addressed as 15726, 15728 & 15730 CR 108, Hilliard, FL 32046, located between Kristie Circle North and Kristie Circle South, Parcel ID No. 17-3N-24-2020-0023-0360.

BACKGROUND:

Ben Buchanan, agent/applicant for Anna Sowers, owner of Sowing Seeds Investments, LLC Project Name - SSI Subdivision, is requesting three septic tank exceptions for their replated property located in the Hilliard Town Limits located between Kirstie Circle North and Kirstie Circle South off CR 108. The property is over 1,000 feet from the Town's sanitary sewer system. *(See Attached)*

Preliminary Replat

This parcel went before the Planning & Zoning Board on June 1, 2021, was approved for recommendation for approval to the Town Council at their July 1, 2021. The Town Council approved the Preliminary Replat for the SSI Subdivision from eleven lots into three lots meeting the R-3 Multi Family Zoning District requirements. The Town Council added the following conditions: Comply with all water and sewer requirements; all three lots to front County Road 108; and Replat approval does not exclude from complying with all other Town Code requirements.

Final Plat

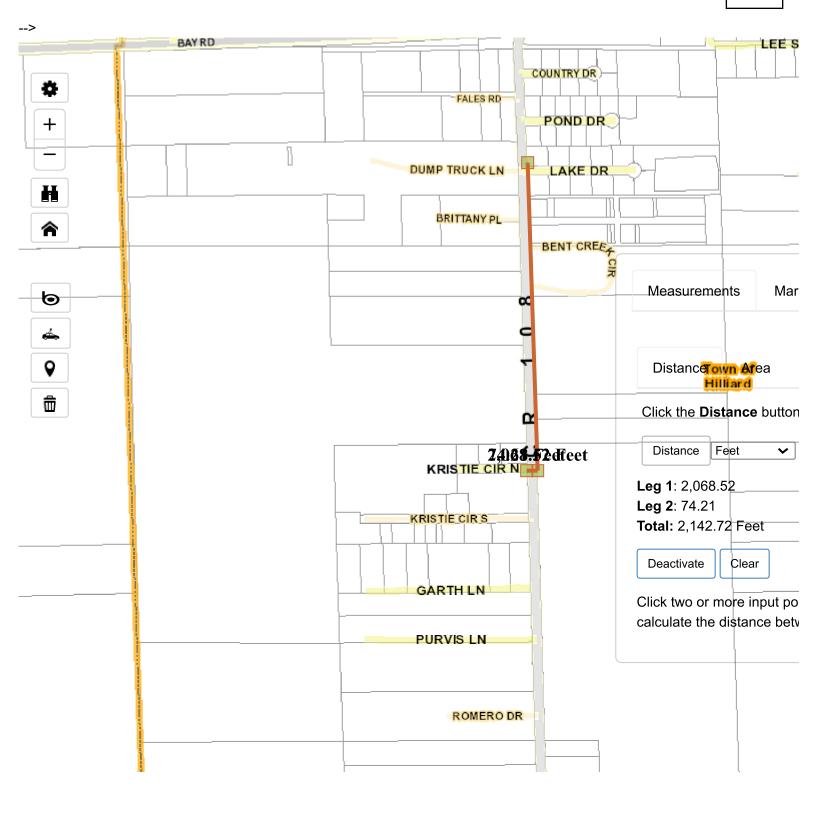
The parcel has now gone before the Planning & Zoning Board on September 14, 2021, for Final Replat and was approved for recommendation for approval to the Town Council at their October 7, 2021, meeting.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Grant request for three septic tank exceptions to SSI Subdivision for properties located at 15726, 15726 & 15730 CR 108, Hilliard, FL, Parcel ID No. 17-3N-24-2020-0023-0360.

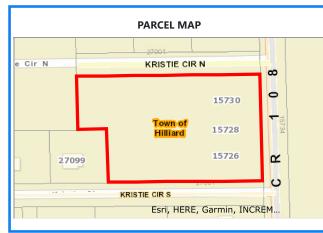


A. Michael Hickox, CFA Cert. Res. RD1941

NASSAU COUNT	ITEM-4
PROPERTY APPRAISER	

	PROPERTY INFORMATION
Parcel Number	17-3N-24-2020-0023-0360
Owner Name	SOWING SEEDS INVESTMENTS INC
Mailing Address	85316 AVANT RD
	YULEE, FL 32097
Location Address	KRISTIE CIR
	HILLIARD 32046
Tax District	HILLIARD
Milage	16.1525
Homestead	No
Property Usage	VACANT 000000
Deed Acres	2.77
Short Legal	PT OF LOT 23 & 24 A/K/A LOTS 36-40 & 58-63 DEER RUN UNR
	PLAT

2020 Final Values	
Land Value	\$55,400
(+) Improved Value	\$0
(=) Market Value	\$55,400
(-) Agricultrual Classification	\$0
(-) SOH or Non-Hx* Capped Savings	\$0
(=) Assessed Value	\$55,400
(-) Homestead	\$0
(-) Additional Exemptions	\$0
(=) School Taxable Value	\$55,400
(-) Non-School HX & Other Exempt Value	\$0
(=) County Taxable Value	\$55,400
Note - *10% Cap does not apply to School Taxable Value	



PROPERTY PHOTO





If this picture is incorrect, please email info@nassauflpa.com

BUILDING INFORMATION										
Туре	Total Area	Heated Area	Bedrooms	Baths	Primary Exterior	Secondary Exterior	Heating	Cooling	Actual Year Built	
MISCELLANEOUS INFORMATION										
			Description	Dimensions L	X W Units	Year Buil	t			

Sale DateBook PagePriceInstrSALES INFORMATION QualGrantorGrantorGrantee2020-02-272344/299\$60,000WDQNMULLINIKS MARION KSOWING SEEDS INVESTMENTS INC2016-01-222025/186\$50,000SWUYMULLINIKS BILLY JMULLINIKS BILLY J & MARION KAY2006-01-111380/1473\$45,000WDQNGUY GEORGE DONALDMULLINIKS BILLY J2001-03-14975/1209\$10,000WDQNGUY GEORGE DONALDKIRKWOOD WILLIAM & LISA M1993-06-09682/921\$100WDUNMURPHY HUNTER & H VMURPHY HELENE TRUSTE	
2016-01-22 2025 / 186 \$50,000 SW U Y MULLINIKS BILLY J MULLINIKS BILLY J & MARION KAY 2006-01-11 1380 / 1473 \$45,000 WD Q N GUY GEORGE DONALD MULLINIKS BILLY J 2001-03-14 975 / 1209 \$10,000 WD Q N GUY GEORGE DONALD KIRKWOOD WILLIAM & LISA M	
2006-01-11 1380 / 1473 \$45,000 WD Q N GUY GEORGE DONALD MULLINIKS BILLY J 2001-03-14 975 / 1209 \$10,000 WD Q N GUY GEORGE DONALD KIRKWOOD WILLIAM & LISA M	
2001-03-14 975 / 1209 \$10,000 WD Q N GUY GEORGE DONALD KIRKWOOD WILLIAM & LISA M	
1993-06-09 <u>682 / 921</u> \$100 WD U N MURPHY HUNTER & H V MURPHY HELENE TRUSTE	
1990-11-27 <u>612 / 1189</u> \$12,000 WD Q N FLA/GA LAND COMPANY MURPHY HUNTER & HELE	

RESOLUTION NO. 2021-25

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:

HILLIARD AIRPARK DESIGN & CONSTRUCT HANGAR & HANGAR REHABILITATION

FDOT F.P. NUMBER 431303-1-94-21

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 \$368,000.00 related to eligible project costs; and

WHEREAS, both parties now wish to formalize the arrangement in the form of An Amendment to the Public Transportation Grant Agreement (PTGA). This amendment increases the Department's participation by \$116,000.00 in additional funds.

NOW THEREFORE, be it resolved, as follows:

- The Town of Hilliard confirms its desire to enter into an Amendment to the Public Transportation Grant Agreement with the State of Florida Department of Transportation; and
- Local project funds will initially be available for the project equating to One Hundred Percent (100%) under the Rural Economic Development initiative (REDI) or \$368,000.00 in facilitating the project; and
- 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.

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

ITEM-5

John P. Beasley Council President

ATTEST:

Lisa Purvis Town Clerk

APPROVED:

Floyd L. Vanzant Mayor

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

Form 725-000-03 STRATEGIC DEVELOPMENT OGC 11/19

Financial Project Number(s): (item-segment-phase-sequence) 431303-1-94-22		Fund(s):	DDR,DPTO	FLAIR Category:	088719 751000				
		Work Activity Code/Function:	215	Object Code:					
		Federal Number/Federal Award		Org. Code:	55022020228				
		Identification Number (FAIN) – Transit only:		Vendor Number:	VF596018372005				
Contract Number:	G1V69	Federal Award Date:		Amendment No.:	2				
CFDA Number:	N/A	Agency DUNS Number:							
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 <u>Town of Hilliard</u>, ("Agency"),collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on <u>3/15/2021</u> (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 <u>Additional FDOT funding being added to the grant for the design and construction of a new box hangar and rehabilitation of existing Hangars at Hilliard Airpark.</u>
- Program Area. For identification purposes only, this Agreement is implemented as part of the Department
 program area selected below (select all programs that apply):
 - X 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
- 3. Exhibits. The following Exhibits are updated, attached, and incorporated into this Agreement:
 - X Exhibit A: Project Description and Responsibilities
 - X 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
 - X Exhibit D: Agency Resolution
 - Exhibit E: Program Specific Terms and Conditions
 - Exhibit F: Contract Payment Requirements
 - X *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

Form 725-000-03 STRATEGIC DEVELOPMENT OGC 11/19 ITEM-5

*Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is \underline{X} increased/ _____ decreased by $\underline{\$116,000}$ bringing the revised total cost of the project to $\underline{\$368,000}$.

The Department's participation is \underline{X} increased/ decreased by <u>\$116,000</u>. The Department agrees to participate in the Project cost up to the maximum amount of <u>\$368,000</u>, and, additionally the Department's participation in the Project shall not exceed <u>100,00</u>% 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____ Ву:____

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

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

ATTEST:

Lisa Purvis, Town Clerk

APPROVED:

Floyd L. Vanzant, Mayor

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 02/20

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)): Design and construct Box Hangar, Rehabilitate existing hangars & FBO Building

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): Construct New Box Hangar & Rehab of existing Hangars/FBO Building - Additional Funding: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, building (foundation, structure, roof, MEP, drainage, and fire prevention and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the box hangar project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Design and construct Box Hangar, Rehabilitate existing hangars & FBO Building

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.

-PROJECT DESCRIPTION: NEW BOX HANGAR (#26), HANGAR REPAIRS (HANGARS 3, 5, 6, 7, 8, 12, 13, 14, 22 AND FBO BUILDING REPAIRS. HE SCALE IN FEET EQUIPMENT STORAGE BUILDING PROPOSED HANGAR BUILDING N. PROPOSED HANGAR REPAIRS PROPOSED FBO BUILDING REPAIRS PROPOSED HANGAR REPAIRS PROPOSED HANGAR REPAIRS LEGEND CONTRACTOR HALL ROUTE 100 2018 CONTRACTOR STAGING ABEA 1 Page 4 of 7 1 22 _____26 Л. -n g :22 EASTMOSS NOAS

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 02/20

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		
431303-1-94-22	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$202,000.00		
431303-1-94-22	DPTO	088719	2022	751000	55.004	Aviation Grant Program	\$50,000.00		
431303-1-94-22	DDR	088719	2022	751000	55.004	Aviation Grant Program	\$116,000.00		
		Total Financial Assistance							

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	\$368,000.00	\$0.00	\$0.00	\$368,000.00	100.00	0.00	0.00
Capital Equipment/ Preventative	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Maintenance					1750		
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	\$368,000.00	\$0.00	\$0.00	\$368,000.00			

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

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

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 02/20

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 02/20

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 TransportationState Project Title:Aviation Grant ProgramCSFA Number:55.004*Award Amount:\$368,000

*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 <u>55.004</u> are provided at: <u>https://apps.fldfs.com/fsaa/searchCompliance.aspx</u>

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

RESOLUTION NO. 2021-26

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:

HILLIARD AIRPARK CONSTRUCT CAMERA & VIDEO RECORDING SYSTEM

FDOT F.P. NUMBER 443125-1-94-22

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 \$193,775.00 related to eligible project costs; and

WHEREAS, both parties now wish to formalize the arrangement in the form of An Amendment to the Public Transportation Grant Agreement (PTGA). This amendment replaces the language in the correct Section 17(h) of the Agreement related to Design Services and Construction Engineering and Inspection Services. Update description only – No additional funds added.

NOW THEREFORE, be it resolved, as follows:

- The Town of Hilliard confirms its desire to enter into an Amendment to the Public Transportation Grant Agreement with the State of Florida Department of Transportation; and
- Local project funds will initially be available for the project equating to One Hundred Percent (100%) under the Rural Economic Development initiative (REDI) or \$193,775.00 in facilitating the project; and
- 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.

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

John P. Beasley Council President

ATTEST:

Lisa Purvis Town Clerk

APPROVED:

Floyd L. Vanzant Mayor

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

Financial Project Number(s): FLAIR Category: 088719 Fund(s): DPTO (item-segment-phase-sequence) 751000 443125-1-94-22 Work Activity Code/Function: 215 Object Code: Org. Code: 55022020228 Federal Number/Federal Award Identification Number (FAIN) - Transit only: Vendor Number: VF596018372005 Contract Number: G1V70 Federal Award Date: Amendment No.: 2 **CFDA Number:** N/A Agency DUNS Number: 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 <u>Town of Hilliard</u>, ("Agency"),collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on <u>3/15/2021</u> (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 <u>Design & Construct a Security Camera & Video</u> <u>Recording System</u>

The Purpose of this amendment is to correct previous Amendment 1 which deleted the incorrect Section 17 (i) and should have deleted Section 17 (h) - This amendment revises the language deleting Section 17(h) of the Agreement in its entirety and replacing with the following language:

h. 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. (Update description only - No additional funds added)

- Program Area. For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):
 - X 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
- 3. Exhibits. The following Exhibits are updated, attached, and incorporated into this Agreement:
 - X Exhibit A: Project Description and Responsibilities

Form 725-000-03 STRATEGIC

DEVELOPMENT OGC 11/19

Form 725-000-03 STRATEGIC DEVELOPMENT

OGC 11/19

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

- X 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
- X Exhibit D: Agency Resolution
- _ Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- X *Exhibit G: Financial Assistance (Single Audit Act)
- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is _____ increased/ ____ decreased by <u>\$0</u> bringing the revised total cost of the project to <u>\$193,775</u>.

The Department's participation is _____ increased/ _____ decreased by <u>\$0</u>. The Department agrees to participate in the Project cost up to the maximum amount of <u>\$193,775</u>, and, additionally the Department's participation in the Project shall not exceed <u>100.00</u>% 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

Legal Review:

Lisa Purvis, Town Clerk

APPROVED:

Floyd L. Vanzant, Mayor

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 02/20

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)): Hilliard Airpark Design and Construct Security Camera and Video Recording System.

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): Design & Installation of New Security Camera and Video Monitoring System-As required by 215.971, F.S. this scope of work includes but is not limited to consultant and design fees, permitting, construction inspection costs, mobilization and demobilization, maintenance of traffic, demolition, trenching, installation of access control and gate operating equipment, perimeter gate/fencing work, security lighting and related components, cameras, supporting wiring and dedicated primary and backup power supplies, including all materials, equipment, labor and incidentals required to complete the project. The system will include new cameras, replacement of old cameras, a video recording system and associated camera and software licenses, and related infrastructure (mounts, poles, electrical, communication, etc.) The system will provide camera coverage of security sensitive an access locations at the airport. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Hilliard Airpark Design and Construct Security Camera and Video Recording System.

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.

1 . A Addition of Security Cameras and security lighting at Gates 1, 2, 3, FBO Building and related infrastruc-ture. CONTRACTOR'S STADAG AREA 1 1 Martin GATE 1 ACCESS GATE 3 9 ACCESS GATE 2 FBC BULDING Minter frie Ē 1 1 2 1 645 S ROAD States. ž NTRACTOR'S HAUR ROUTE IS NOT TRAFFICS (TYP.) (*)

ITEM-6

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 02/20

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
443125-1-94-22	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$193,775.00
			Tota	al Financial	Assistance		\$193,775

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	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative	\$193,775.00	\$0.00	\$0.00	\$193,775.00	100.00	0.00	0.00
Maintenance							
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
(Transit Only)							
Totals	\$193,775.00	\$0.00	\$0.00	\$193,775.00			

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

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

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 02/20

.

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 02/20

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:
 \$193,777

*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 <u>55.004</u> are provided at: <u>https://apps.fldfs.com/fsaa/searchCompliance.aspx</u>

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: October 7, 2021

- FROM: Lisa Purvis, MMC Town Clerk
- SUBJECT: Town Council approval of Capital Budgeted first year cost of the Interior & Exterior Renovation for the 100,000 Gallon Ground Storage Tanks 1 & 2 at the Water Treatment Plant in the amount of \$154,622.00. Town Council approval of the CPR Maintenance Service Agreement between Utility Services Co., Inc. and the Town of Hilliard, Florida with the annual cost year two at \$8,244.00 adjusting annually to reflect current cost of service, limited to a maximum of 5% annually.

BACKGROUND:

This item was previously Budgeted in the 2019-2020 fiscal year and was brought up for approval and discussed at the November 5, 2020, regular meeting when the Chlorine Contact Chamber was approved. Public Works Director Ritchie Rowe decided at that time to wait until this year to move forward as discussed at the recent budget workshops. We requested that the first-year cost include the total renovation of the tanks interior and exterior so that we could expend Capital funds so that the future annual maintenance cost that comes from the operating budget to be at a much lower annual cost verses each year the cost being averaged out at a higher rate.

FINANCIAL IMPACT:

\$154,622.00 Capital Budgeted Funds.

RECOMMENDATION:

Approval to expend Capital funds in the amount of \$154,622.00 and approval of the CPR Maintenance Service Agreements between Utility Services and the Town of Hilliard for annual maintenance of the 100,000 Ground Storage Tanks I & 2 at the Water Treatment Plant.

SUEZ/Utility Service Co., Inc Concrete Asset Management vs. One Time Renovation

Asset Management Approach:

	2020	2021	2022	2023	2024	2025	2026	2027
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
100K Concrete GST 1 (Potable Water)	Interior & Exterior Renovation	Visual Inspection & Emergency Services	Visual Inspection & Emergency Services	Visual Inspection & Emergency Services	Chemical Clean Washout Inspection & Emergency Services	Visual Inspection & Emergency Services	Visual Inspection & Emergency Services	Exterior Overcoat, Visual Inspection & Emergency Services
Total	\$78,000	\$8,300	\$8,300	\$8,300	\$9,200	\$9,200	\$9,200	\$9,200

Perpetual Coatings Warranty

100K Concrete GST 2 (Potable Water)	Interior & Exterior Renovation	Visual Inspection & Emergency Services	Visual Inspection & Emergency Services	Visual Inspection & Emergency Services	Chemical Clean Washout Inspection & Emergency Services	Visual Inspection & Emergency Services	Visual Inspection & Emergency Services	Exterior Overcoat, Visual Inspection & Emergency Services
Total	\$78,000	\$8,300	\$8,300	\$8,300	\$9,200	\$9,200	\$9,200	\$9,200

Perpetual Coatings Warranty

WWTP Chlorine Contact Chamber (Wastewater)	Interior Renovation	Visual Inspection & Emergency Services	Visual Inspection & Emergency Services	Visual Inspection & Emergency Services	Washout Inspection & Emergency Services	Visual Inspection & Emergency Services	Visual Inspection & Emergency Services	Visual Inspection & Emergency Services
Total	\$82,000	\$5,900	\$5,900	\$5,900	\$6,500	\$6,500	\$6,500	\$6,500

🏀 suez

SUEZ/Utility Service Co., Inc Concrete Asset Management vs. One Time Renovation

One Time Renovation Approach:

	Year 1
100K Concrete GST 1 (Potable Water)	Interior Renovation ONLY
Total	\$61,000

1 Year Warranty

	Year 1
100K Concrete GST 2 (Potable Water)	Interior Renovation ONLY
Total	\$61,000

1 Year Warranty

	Year 1
WWTP Chlorine Contact Chamber (Wastewater)	Interior Renovation
Total	\$82,000

1 Year Warranty



Benefits of Concrete Maintenance Program:

- 1. FULL transfer of tank maintenance risk to USCI
- 2. Future renovations covered
- 3. Ongoing warranty
- 4. Predictable Budget
- 5. Spreading cost of "upfront renovations"
- 6. Emergency Service
- 7. Simply add "scope of work" to existing Services Agreement with SUEZ



ITEM-7

SCOPE OF WORK NO. 3

TO THE MASTER SERVICES AGREEMENT BETWEEN

UTILITY SERVICE CO., INC.

AND

CITY OF HILLIARD, FL

CPR MAINTENANCE - 100,000 GALLON GROUND STORAGE TANK 1 – WATER TREATMENT PLANT

- 1. Effective Date. The Effective Date for this Scope of Work No. 3 ("SOW3") shall be _____, 2020.
- Term. The Owner agrees to engage the Company to provide the professional service needed to maintain its 100,000 Ground Storage Tank 1 located at Water Treatment Plant, 3748 Pecan Street, Hilliard, FL 32046 (hereinafter "asset"). This SOW3 shall commence on the Effective Date and shall continue in full force and effect for one year ("<u>Contract Year 1</u>"). This SOW3 will automatically renew for successive one-year terms ("<u>Contract Years</u>") unless terminated as set forth in Section 9 of the Master Services Agreement.
- Company's Responsibilities. This SOW3 outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following and as detailed in Appendix 1 – Scope of Work:
 - A. The Company shall perform an annual inspection of the Asset to assess its sanitary condition as well as the condition of the interior and exterior coatings. In addition, the Asset will be inspected to ensure that the structure is in watertight condition.
 - B. The Company will clean and recoat the interior and/or exterior of the Asset at such time as complete recoating is needed. The need for interior coating is to be determined by the thickness of the existing liner and its protective condition. When interior recoating is necessary, procedures as outlined in A.W.W.A. D-102 specifications for cleaning and coating of potable water tanks will be followed, if applicable. The need for exterior coating is to be determined by the appearance and protective condition of the existing coating. At the time the exterior requires recoating, the Company agrees to recoat the Asset with coatings of the same color and to select a coating system which best suits the site conditions, environment, and general location of the Asset. When recoating is needed, all products and procedures will be equal to, or exceed the requirements of the Assets location, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.
 - C. If applicable to the Asset, and if requested by the Owner, the Company will mobilize a crew to paint over graffiti, but the Owner must allow the Company a reasonable amount of time to mobilize a crew.
 - D. For storage independent tanks, a lock will be installed on the roof hatch of the Asset.
 - E. The Company will furnish a certificate of insurance to the Owner evidencing the Company's insurance coverage.

- F. Chemical Clean Service.
 - If a Chemical Clean Service has been included in the detailed scope of work for applicable potable water assets, during the washout/inspections, the Company will apply an NSF 60 approved chemical cleaning agent to the interior walls and floor surfaces of the Asset to treat mineral build-up and bio-film that form on the interior Asset surfaces.
- G. In the event that the Owner will not release the Asset for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.
- 4. Contract Price/Annual Fees. The Asset shall receive an exterior renovation and interior renovation per the scope of work, prior to the end of Contract Year 1. The first Annual Fee shall be \$77,311.00. The Annual Fee for Contract Year 2 shall be \$8,244.00. Each anniversary thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW3.
- 5. Payment Terms. The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable upon completion of the repairs, exterior renovation and interior renovation, per the scope of work. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year, thereafter. Furthermore, if the Owner elects to terminate this SOW3 prior to remitting the first annual fees, then unpaid balance of the first annual fee shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.
- 6. Structure of Asset. The Company is accepting this Asset under program based upon its existing structure and components. Any modifications to the Asset, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.
- 7. Environmental, Health, Safety, or Labor Requirements. The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the Asset site which cause an increase in the cost of Asset maintenance will be just cause for modification of this SOW3. Said modification of this SOW3 will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

- 8. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the Asset at any time; (2) disposal of any hazardous waste materials; (3) any services necessary for the Asset or Asset site that arise from or are caused by cold weather, physical conditions of the ground or Asset site (e.g., erosion), or physical conditions below the ground (e.g., sinkholes and settling of the ground); (4) repair of the Asset's structure for any reason; (5) negligent acts of Owner's employees, agents or contractors; (6) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (7) repairs to the foundation of the Asset; (8) any repairs or improvements necessary for the Asset or Asset site that arise from or are caused by voids in concrete; or (9) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the Asset or Asset site which results from unauthorized entry of any kind to the Asset site or Asset.
- 9. Visual Inspection Disclaimer. This SOW3 is based upon a visual inspection of the Asset. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Asset for all patent defects. If latent defects are identified once the Asset has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Asset which is not easily discovered (e.g., corrosion of the floor plates, corrosion in areas not accessible to maintain, damage to the roof of the Asset which is not clearly visible during the visual inspection, etc.).

The SOW3 is executed and effective as of the date last signed by the parties below.

OWNER

City of Hilliard

By: _____

Name: _____

Title:			
nue.			

COMPANY

Utility Service Co., Inc.

By:

Name: <u>G. David Forrester</u>

Title: VP, Tank Services & Water Quality

Date: <u>October 16, 2020</u>

Appendix 1 Scope of Work

Interior Renovation (UR)

The complete interior concrete surfaces and the exterior surfaces of any ferrous piping are to be prepped and coated.

Concrete Surfaces:

- Prepare specified concrete surfaces with abrasive blast to aggressively achieve profile of existing coatings.
- Apply and back roll one (1) coat of Tnemec Series N140 at 4.0-6.0 mils DFT to the interior concrete.
- Apply one (1) coat of Tnemec Series 22 at 16.0-20.0 mils DFT to the interior concrete.

Ferrous Steel:

- Prepare interior ferrous piping per SSPC-SP10.
- Apply one (1) coat of Tnemec Series N140 at 4.0-6.0 mils DFT.
- Apply one (1) coat of Tnemec Series 22 at 8.0-10.0 mils DFT.

Exterior Renovation (UR)

- The complete exterior concrete surfaces are to be prepped and coated.
- Power wash all specified concrete surfaces per SSPC-SP13 to remove all grease, oil, and deleterious material.
- Apply two (2) coats of Tnemec Series 1026 at 2.0-3.0 mils DFT per coat.

Repairs (UR)

- Repair exterior and interior cracks as necessary various methods shall be utilized depending on size of the cracks.
- Repair areas of concrete that have spalled as necessary to provide a uniform/paintable finish.
- Replace vent screens.

MP Summary:

- Visual Inspection to occur every year starting in Year 2
- Chemical Clean Washouts Yrs 5, 9, 13 & 17
- Warranty: Interior and exterior coatings are covered under this contract, including future interior and exterior coatings.

NOTES/EXCLUSIONS:

- Owner must provide that no moisture or water is entering the tank during coating operations.
- Water and power must be available within 150' of tank.
- Bonds are not included.
- USCI is not responsible for differing, latent or hidden conditions, including weather.
- In the event of a different or unknown problem, USCI will be entitled to equitable adjustment in price and time to compensate for additional costs.
- Environmental controls including dehumidification and auxiliary heating is not included.
- All workers to have 10-hour OSHA card; any additional safety requirements are subject to request for additional compensation.

SCOPE OF WORK NO. 4

TO THE MASTER SERVICES AGREEMENT BETWEEN

UTILITY SERVICE CO., INC.

AND

CITY OF HILLIARD, FL

CPR MAINTENANCE - 100,000 GALLON GROUND STORAGE TANK 2 – WATER TREATMENT PLANT

- 1. Effective Date. The Effective Date for this Scope of Work No. 4 ("SOW4") shall be _____, 2020.
- 2. Term. The Owner agrees to engage the Company to provide the professional service needed to maintain its 100,000 Ground Storage Tank 2 located at Water Treatment Plant, 3748 Pecan Street, Hilliard, FL 32046 (hereinafter "asset"). This SOW4 shall commence on the Effective Date and shall continue in full force and effect for one year ("Contract Year 1"). This SOW4 will automatically renew for successive one-year terms ("Contract Years") unless terminated as set forth in Section 9 of the Master Services Agreement.
- Company's Responsibilities. This SOW4 outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following and as detailed in Appendix 1 – Scope of Work:
 - A. The Company shall perform an annual inspection of the Asset to assess its sanitary condition as well as the condition of the interior and exterior coatings. In addition, the Asset will be inspected to ensure that the structure is in watertight condition.
 - B. The Company will clean and recoat the interior and/or exterior of the Asset at such time as complete recoating is needed. The need for interior coating is to be determined by the thickness of the existing liner and its protective condition. When interior recoating is necessary, procedures as outlined in A.W.W.A. D-102 specifications for cleaning and coating of potable water tanks will be followed, if applicable. The need for exterior coating is to be determined by the appearance and protective condition of the existing coating. At the time the exterior requires recoating, the Company agrees to recoat the Asset with coatings of the same color and to select a coating system which best suits the site conditions, environment, and general location of the Asset. When recoating is needed, all products and procedures will be equal to, or exceed the requirements of the Assets location, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.
 - C. If applicable to the Asset, and if requested by the Owner, the Company will mobilize a crew to paint over graffiti, but the Owner must allow the Company a reasonable amount of time to mobilize a crew.
 - D. For storage independent tanks, a lock will be installed on the roof hatch of the Asset.
 - E. The Company will furnish a certificate of insurance to the Owner evidencing the Company's insurance coverage.

- F. Chemical Clean Service.
 - If a Chemical Clean Service has been included in the detailed scope of work for applicable potable water assets, during the washout/inspections, the Company will apply an NSF 60 approved chemical cleaning agent to the interior walls and floor surfaces of the Asset to treat mineral build-up and bio-film that form on the interior Asset surfaces.
- G. In the event that the Owner will not release the Asset for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.
- 4. Contract Price/Annual Fees. The Asset shall receive an exterior renovation and interior renovation per the scope of work, prior to the end of Contract Year 1. The first Annual Fee shall be \$77,311.00. The Annual Fee for Contract Year 2 shall be \$8,244.00. Each anniversary thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW4.
- 5. Payment Terms. The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable upon completion of the repairs, exterior renovation and interior renovation, per the scope of work. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year, thereafter. Furthermore, if the Owner elects to terminate this SOW4 prior to remitting the first annual fees, then unpaid balance of the first annual fee shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.
- 6. Structure of Asset. The Company is accepting this Asset under program based upon its existing structure and components. Any modifications to the Asset, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.
- 7. Environmental, Health, Safety, or Labor Requirements. The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the Asset site which cause an increase in the cost of Asset maintenance will be just cause for modification of this SOW4. Said modification of this SOW4 will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

- 8. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the Asset at any time; (2) disposal of any hazardous waste materials; (3) any services necessary for the Asset or Asset site that arise from or are caused by cold weather, physical conditions of the ground or Asset site (e.g., erosion), or physical conditions below the ground (e.g., sinkholes and settling of the ground); (4) repair of the Asset's structure for any reason; (5) negligent acts of Owner's employees, agents or contractors; (6) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (7) repairs to the foundation of the Asset; (8) any repairs or improvements necessary for the Asset or Asset site that arise from or are caused by voids in concrete; or (9) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the Asset or Asset site which results from unauthorized entry of any kind to the Asset site or Asset.
- 9. Visual Inspection Disclaimer. This SOW4 is based upon a visual inspection of the Asset. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Asset for all patent defects. If latent defects are identified once the Asset has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Asset which is not easily discovered (e.g., corrosion of the floor plates, corrosion in areas not accessible to maintain, damage to the roof of the Asset which is not clearly visible during the visual inspection, etc.).

The SOW4 is executed and effective as of the date last signed by the parties below.

OWNER

City of Hilliard

By: ______

Name: _____

Title:			

Date:

COMPANY

Utility Service Co., Inc.

By:

Name: <u>G. David</u>/Forrester

Title: VP, Tank Services & Water Quality

Date: October 16, 2020

Appendix 1 Scope of Work

Interior Renovation (UR)

The complete interior concrete surfaces and the exterior surfaces of any ferrous piping are to be prepped and coated.

Concrete Surfaces:

- Prepare specified concrete surfaces with abrasive blast to aggressively achieve profile of existing coatings.
- Apply and back roll one (1) coat of Tnemec Series N140 at 4.0-6.0 mils DFT to the interior concrete.
- Apply one (1) coat of Tnemec Series 22 at 16.0-20.0 mils DFT to the interior concrete.

Ferrous Steel:

- Prepare interior ferrous piping per SSPC-SP10.
- Apply one (1) coat of Tnemec Series N140 at 4.0-6.0 mils DFT.
- Apply one (1) coat of Tnemec Series 22 at 8.0-10.0 mils DFT.

Exterior Renovation (UR)

- The complete exterior concrete surfaces are to be prepped and coated.
- Power wash all specified concrete surfaces per SSPC-SP13 to remove all grease, oil, and deleterious material.
- Apply two (2) coats of Tnemec Series 1026 at 2.0-3.0 mils DFT per coat.

Repairs (UR)

- Repair exterior and interior cracks as necessary various methods shall be utilized depending on size of the cracks.
- Repair areas of concrete that have spalled as necessary to provide a uniform/paintable finish.
- Replace vent screens.

MP Summary:

- Visual Inspection to occur every year starting in Year 2
- Chemical Clean Washouts Yrs 5, 9, 13 & 17
- Warranty: Interior and exterior coatings are covered under this contract, including future interior and exterior coatings.

NOTES/EXCLUSIONS:

- Owner must provide that no moisture or water is entering the tank during coating operations.
- Water and power must be available within 150' of tank.
- Bonds are not included.
- USCI is not responsible for differing, latent or hidden conditions, including weather.
- In the event of a different or unknown problem, USCI will be entitled to equitable adjustment in price and time to compensate for additional costs.
- Environmental controls including dehumidification and auxiliary heating is not included.
- All workers to have 10-hour OSHA card; any additional safety requirements are subject to request for additional compensation.



AGENDA ITEM REPORT TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting

Meeting Date: October 7, 2021

- FROM: Lisa Purvis, MMC Town Clerk
- SUBJECT: Town Council approval of Capital purchase of a Folder Inserter Application Envelope Stuffing Machine on State of Florida Contract Number 44102100-17-1 from Quadient Inc. total cost \$9,475.00.

BACKGROUND:

The Town is currently using the original machine purchased when we moved from post card bills into envelope stuffed bills in February 2010. The machine needs updating with a more efficient and faster machine that will allow up to three insert sheets to be added into our mailings incase information needs to be pushed out to our customers by mail.

FINANCIAL IMPACT:

\$9,475.00 Capital Budgeted Funds.

RECOMMENDATION:

Approval to expend Capital funds in the amount of \$9,475.00 for the Envelope Stuffing Machine.

TOWN OF HILLIARD

PO BOX 249 HILLIARD FL 32046 904-845-3555

STATE OF FLORIDA - PURCHASE ORDER -PURCHASE

State of Florida Contract Number - 44102100-17-1

To: Quadient Inc 478 Wheelers Farms Road Milford, CT 06461 1-800-636-7678 SHIP TO: GUY RINER TOWN OF HILLIARD 15859 COUNTY ROAD 108 HILLIARD FL 32046-6712 904-845-3555

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
	GUY RINER	BEST WAY		FSC PURCHASE

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	DS64I- INT3SE	3 Station Expert: 3 Auto Fdr + CIS Scanner + Multi License and OMS-500 Trial		\$9,475
		First year maintenance included at no additional charge		
		Annual maintenance starting Year 2: \$1,920		
alata e			SUBTOTAL	
			TOTAL	\$9,475.00

- Order is governed under the terms and conditions of the State of Florida Contract - 44102100-17-1. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- 2. Payments will be sent to: Quadient Inc Dept. 3689 PO BOX 123689 Dallas, TX 75312-3689 FEIN: 94-2388882
- Send all correspondence to: TOWN OF HILLIARD PO BOX 249 HILLIARD FL 32046 904-845-3555

9/27/202) Date Authorized by

Jown Clerk

sar n Print Name and Title

ITEM-8

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Customer: TOWA	OF HILLIA	RD			
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Contact/Title: GUY	RINER/IT	Additional Contact:		Additional Contact:	
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HILLIARD TOWN COUNCIL MEETING

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

TOWN COUNCIL MEMBERS

Floyd L. Vanzant, Mayor John P. Beasley, Council President Kenny Sims, Council Pro Tem Lee Pickett, Councilman Jared Wollitz, Councilman Callie Kay Bishop, Councilwoman ADMINISTRATIVE STAFF

Lisa Purvis, Town Clerk Richie Rowe, Public Works Director Gabe Whittenburg, Parks & Rec Director

TOWN ATTORNEY

Christian Waugh

MINUTES

THURSDAY, SEPTEMBER 16, 2021, 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 Floyd Vanzant Council President John Beasley Council Pro Tem Kenny Sims Councilman Lee Pickett Councilman Jared Wollitz Councilwoman Callie Kay Bishop

MAYOR To call on members of the audience wishing to address the Council on matters not on the Agenda.

No public wish to address the Council.

PUBLIC HEARING

ITEM-1 Ordinance No. 2021-07 – Open Public Hearing Ad Valorem Tax Millage Rate Fiscal Year 2021-2022. An Ordinance of the Town Council of the Town of Hilliard, Florida, A Municipal

1

Corporation concerning the Ad Valorem Tax Millage Rate for the 2021-2022 Year for the Town of Hilliard, Florida; advising the Nassau County Property Appraiser of the "Rolled Back Rate" and of the final adopted millage rate; providing an effective date.

Town Attorney Waugh

Call for Public Comment.

Following no public comments, motion is made to close the Public Hearing on Ordinance No. 2021-07.

Motion made by Councilman Pickett, Seconded by Councilwoman Bishop. Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

Regular Meeting – Town Council Action

Ordinance No. 2021-07- First Reading Motion to adopt Ordinance No. 2021-07 on first reading and set final Public Hearing for Monday, October 4, 2021, at 7:00 p.m.

Motion made by Councilman Pickett, Seconded by Councilwoman Bishop. Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

ITEM-2 Ordinance No. 2021-08 - Open Public Hearing Budget Fiscal Year 2021-2022 An Ordinance of the Town Council of the Town of Hilliard, Florida, A Municipal Corporation estimating income, appropriating funds and adopting a budget for the 2021-2022 Fiscal Year for the Town of Hilliard; providing an effective date. *Town Attorney Waugh*

Call for Public Comment.

Following no public comments, motion is made to close the Public Hearing on Ordinance No. 2021-08.

Motion made by Council Pro Tem Sims, Seconded by Council President Beasley. Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

Regular Meeting – Town Council Action

Ordinance No. 2021-08- First Reading Motion to adopt Ordinance No. 2021-08 on first reading and set final Public Hearing for Monday, October 4, 2020, at 7:00 p.m.

Motion made by Council Pro Tem Sims, Seconded by Councilman Pickett. Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

REGULAR MEETING

- ITEM-3 Additions/Deletions to Agenda No items are added to or deleted from the agenda.
- ITEM-4 Town Council to "RESCIND" action taken on August 19, 2021 to adopt Resolution No. 2021-21 approving FDOT Amended PTGA offer.

Resolution No. 2021-21

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. *Town Attorney Waugh*

Motion to rescind Resolution No. 2021-21 due to full funding not being available at this time.

Motion made by Councilman Wollitz, Seconded by Councilman Pickett. Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

ITEM-5 Resolution No. 2021-24 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. *Town Attorney Waugh*

Town Council to adopt Resolution No. 2021-24 accepting the Florida Department of Transportation Amendment to the Public Transportation Grant Agreement for the Design & Construct Hangar & Hangar Rehabilitation at the Hilliard Airpark. The funding shall be at 100% under the Rural Economic Development Initiative (REDI) or \$252,000.00 related to eligible project costs. *Hilliard Airpark Engineer – Bill Prange, AECOM*

Motion made by Council Pro Tem Sims, Seconded by Council President Beasley. Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

ITEM-6 Town Council approval of the Minutes from the September 2, 2021, Regular Meeting. *Town Clerk – Lisa Purvis, MMC*

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

ITEM-7 Town Council approval of Mittauer & Associates, Inc. Payable thru August 27, 2021, Project Name: Oxford Park Drainage Improvements in the amount of

\$1,500.00.

CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$22,500.00

Motion made by Councilman Pickett, Seconded by Council Pro Tem Sims. Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

ITEM-8 Town Council approval of Southeast Pump Specialist. Payable for the Wetland Pump approved at the August 5, 2021, Council Meeting in the amount of \$5,126.38. CAPITAL FUNDED PURCHASE TOTAL \$5,126.38

> Motion made by Councilman Pickett, Seconded by Council Pro Tem Sims. Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

ITEM-9 Town Council approval of Sunbelt Rentals Payable for the rental of a Bypass Pump on Fourth Street for a period of 4 weeks in the amount of \$6,345.44. Rental will continue until the Gravity Sewer Pipe Project is in service.

> Motion made by Council Pro Tem Sims, Seconded by Councilman Pickett. Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

ITEM-10 Town Council approval of AECOM Payable thru September 3, 2021, Project Name: Replace RW 18-36 Edge Lighting, Signs, REILS, Wind Code, and PAPIs at the Hilliard Airpark in the amount of \$2,853.30. FAA 100% FUNDED PROJECT LUMP SUM AMOUNT \$86,388.00

> Motion made by Council President Beasley, Seconded by Councilwoman Bishop. Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

ITEM-11 Town Council approval with discussion of Smart Quality Lawn Care Payable No. 7 thru September 8, 2021, Project Name: Mowing of Town Right of Ways in the amount of \$5,500.00. MAINTENANCE FUNDED PROJECT LUMP SUM CONTRACT \$66,000.00

> Motion made by Councilman Wollitz, Seconded by Council Pro Tem Sims. Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

ADDITIONAL COMMENTS

PUBLIC

<u>Tracy Lucas 27029 W. Third Ave. Hilliard, Florida,</u> requested approval or denial by 2 p.m. Tuesday, September 21, 2021, and would like to see a checklist for permits regarding an accessory structure

MAYOR & TOWN COUNCIL

Mayor Vanzant, announces the upcoming September & October Meetings:

September Meeting

Thursday, 09/02/2021 @ 6PMWorkshop (Budget)Thursday, 09/02/2021 @ 7PMRegular MeetingTuesday, 09/14/2021 @ 6PMWorkshop (ROW Closing)Thursday, 09/16/2021 @ 6PMWorkshop (Budget)Thursday, 09/16/2021 @ 7PMPublic Hearing & Regular MeetingOctober MeetingThursday, 10/07/2021 @ 7PMThursday, 10/21/2021 @ 7PMRegular MeetingThursday, 10/21/2021 @ 7PMRegular Meeting

Councilwoman Bishop would like a workshop to evaluate Land Use Administration position.

<u>**Councilman Sims**</u> is speaking with another contractor and would also like a workshop to evaluate Land Use Administration position.

ADMINISTRATIVE STAFF

PRESENT Town Clerk, Lisa Purvis Public Works Director, Ritchie Rowe ABSENT Parks & Recreation Director, Gabe Whittenburg

TOWN ATTORNEY

Town Attorney, Christian Waugh, thanks Mrs. Lucas for her email and advises that the Town is in the process of resolving her issue. He also advises that the Hern's case is ongoing.

ADJOURNMENT

Motion to adjourn at 7:49 p.m. Motion made by Council President Beasley, Seconded by Council Pro Tem Sims. Voting Yea: Council President Beasley, Council Pro Tem Sims, Councilman Pickett, Councilman Wollitz, Councilwoman Bishop

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

John P. Beasley Council President

ITEM-9

ATTEST:

Lisa Purvis Town Clerk

APPROVED:

Floyd L. Vanzant Mayor

AMOUNT

MITTAUER & ASSOCIATES, INC.

580-1 WELLS ROAD ORANGE PARK, FL 32073 904-278-0030



Invoice 21397

BILL TO			
Town of Hilliard P.O. Box 249 Hilliard, FL 32046 Attn: Lisa Purvis	DATE 08/31/2021	PLEASE PAY \$3,830.00	DUE DATE 09/20/2021

M&A PROJECT NO.

9610-52-1

DESCRIPTION

CDBG 20 NR WATER MAIN REPLACEMENT CDBG CONTRACT NO. 20DB-OO-04-55-02-N08 TOWN OF HILLIARD, FLORIDA

Engineering services concerning the CDBG 20 NR Water Main Replacement project for the Town of Hilliard including progress toward construction administration and resident project representative services during the period January 2, 2021 through August 27, 2021.

LUMP SUM CONTRACT AMOUNT: \$105,700.00

Item A. Preliminary Engineering, \$3,100 (100% complete)

Item B. Basic Engineering, \$39,300 (100% complete)

Item C. Construction Administration, \$10,000 (10% complete)

Item D. Resident Project Representative Services, \$28,300 (10% complete)

Item D. Additional Engineering Services, \$25,000 (80% complete)

(Topographic Surveying, \$20,000 | Permit Applications, \$3,000 | Record Drawings, \$2,000)

AMOUNT PREVIOUSLY INVOICED: \$62,400.00

Amount Earned This Period	3,830.00
Thank you for your business.	
	¢2 020 00

TOTAL DUE

\$3,830.00

THANK YOU.

MITTAUER & ASSOCIATES, INC. 580-1 WELLS ROAD ORANGE PARK, FL 32073 904-278-0030



Invoice 21449

ITEM-11

AMOUNT

09/28/2021 \$5,745.00

M&A PROJECT NO.

9610-52-1

ACTIVITY

CDBG 20 NR WATER MAIN REPLACEMENT CDBG CONTRACT NO. 20DB-OO-04-55-02-N08 TOWN OF HILLIARD, FLORIDA

Engineering services concerning the CDBG 20 NR Water Main Replacement project for the Town of Hilliard including progress toward construction administration and resident project representative services during the period August 28, 2021 through September 24, 2021.

LUMP SUM CONTRACT AMOUNT: \$105,700.00

- Item A. Preliminary Engineering, \$3,100 (100% complete)
- Item B. Basic Engineering, \$39,300 (100% complete)
- Item C. Construction Administration, \$10,000 (25% complete)
- Item D. Resident Project Representative Services, \$28,300 (25% complete)
- Item D. Additional Engineering Services, \$25,000 (80% complete)

(Topographic Surveying, \$20,000 | Permit Applications, \$3,000 | Record Drawings, \$2,000)

AMOUNT PREVIOUSLY INVOICED: \$66,230.00

Amount Earned This Period		5,745.00
Thank you for your business.		
	TOTAL DUE	\$5,745.00

THANK YOU.

Chad Brock Enterprises, Inc. P.O. Box 1325 Hilliard, FL 32046 P: 904-507-3299 Fax: 904-845-1296 cbrocklandscape@windstream.net

Town Of Hilliard P.O. Box 249 15859 C.R. 108 Hilliard, Fl 32046

	ITEM-12	
Date	Invoi	
9/30/2021	10747	

				P.O. No.
Item	Quantity	Description	Rate	Amount
Spraying	1	Turf Runway Improvements. Project NO. 60611457. Bimonthly Spraying of Runway. Oct Spray. Completed Sept 30 2021. ed for payment 9/30/2021 by Michael R. <i>Wucha</i> K. <i>Quoc</i> L	4,100	
Oct			Total	\$4,100.0

	SEND A	ALL PAYMENTS TO	D:				
		ELT RENTALS, INC PO BOX 409211		INVOICE N	o. 116395	57 ITEM-13	
SUNBE	DECEIVE	FA, GA 30384-92	11	ACCOUNT	NO. 428360		
RENTALS	D			INVOICE DA	9/20/2	21	
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9/28/21

Equipment. Service. Guaranteed.

REMIT TO:

SUNBELT RENTALS, INC. PO BOX 409211 ATLANTA, GA 30384-9211

401-06-53644

SUBTOTAL	5,539.50
SALES TAX	
INVOICE TOTAL	5 5-20-50

82

NET DUE UPON RECEIPT Invoices not paid within 30 days may be subject to a 1-¹/₂% per month charge.

4 WEEK BILL

RESOLUTION NO. 2021-27

A RESOLUTION AUTHORIZING THE PERMITTING OF A HOMECOMING PARADE FOR THE LOCAL HIGH SCHOOL ON BOTH LOCAL AND COUNTY ROADS, WHICH INCLUDES COUNTY ROAD 108; RESPONSIBILITY FOR TRAFFIC CONTROL; FOR CLAIMS ARISING FROM SUCH EVENT DUE TO ACTION ON THE PART OF OR AUTHORIZED BY THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town of Hilliard, determines that the homecoming parade for the local high school will proceed down local and county roads, which includes County Road 108 is an event that is acceptable, appropriate, beneficial and in the best interest of the Town, and

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

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

- 1. That this Resolution be said and the same is hereby declared and determined to constitute the authority for the Town to obtain permission from the Nassau County Board of County Commissioners for the approved parade on both town and county roads, which includes County Road 108, on the 15th, day of October, 2021.
- 2. That the Nassau County Sheriff's Department will assume responsibility for traffic control.
- 3. That the Nassau County Sheriff's Department is responsible only for the claims arising from and based upon the activities of its officers, agents or employees at this event.
- 4. The Nassau County Sheriff's Office is hereby authorized to carry out the intent and purposes of this Resolution.
- 5. That this Resolution shall take effect immediately upon its adoption.

THIS RESOLUTION adopted this _____ day of _____ by the Town Council of the Town of

Hilliard, Florida.

John P. Beasley Council President

ATTEST:

Lisa Purvis Town Clerk

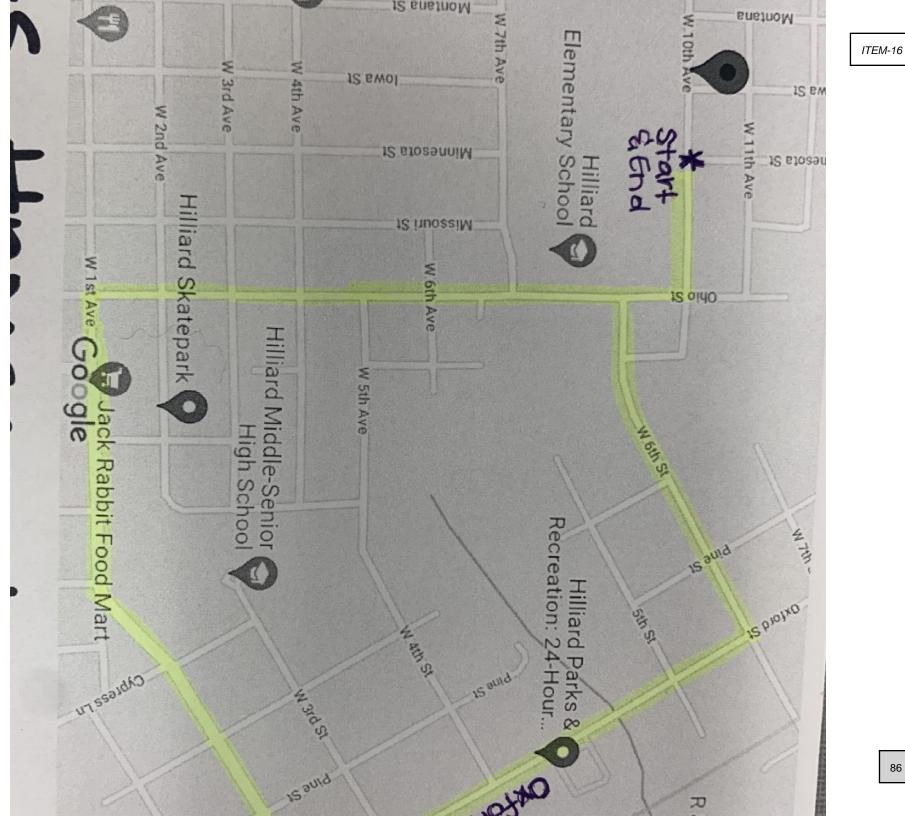
APPROVED:

Floyd L. Vanzant Mayor

HMSHS Homecoming Parade Route Friday, October 15,2021 at 2:45 pm



ITEM-16



ACORD	

CERTIFICATE OF LIABILITY INSURANCE

ACORD [®] CERTIFICATE OF LIABILITY INSURANCE					DATE 7	ITEM-16		
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.								POLICIES THORIZED
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 Arthur J. Gallagher Risk Management Services, Inc. 200 S. Orange Ave								
Suite 1350 Address: Jessica_Montgomery@ajg.com							NAIC #	
	INSURER(S) AFFORDING COVERAGE INSURER A : Qualified Self Insurer							
INSURED Nassau County School District			INSURE	R B :				
c/o NEFEC			INSURE					
3841 Reid Street Palatka FL 32177			INSURE					
			INSURE					
		NUMBER: 1594393504				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQU CERTIFICATE MAY BE ISSUED OR MAY PEF EXCLUSIONS AND CONDITIONS OF SUCH PO	JIREMEN RTAIN,	NT, TERM OR CONDITION THE INSURANCE AFFORDI	OF ANY ED BY	CONTRACT	OR OTHER D	OCUMENT WITH RESPE	CT TO V	WHICH THIS
	DL SUBR SD WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	тѕ	
A X COMMERCIAL GENERAL LIABILITY		See below		7/1/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED	\$ Per S	tatute
CLAIMS-MADE X OCCUR					-	PREMISES (Ea occurrence)	\$	
						MED EXP (Any one person) PERSONAL & ADV INJURY	\$	
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ Per S	tatute
POLICY PRO- JECT LOC X OTHER: Occurrence				PRODUCTS - COMP/OP AGG \$				
A AUTOMOBILE LIABILITY		See below		7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ PerSt	atute
						BODILY INJURY (Per person)	\$	
AUTOS ONLY AUTOS HIRED NON-OWNED						BODILY INJURY (Per accident PROPERTY DAMAGE		
AUTOS ONLY AUTOS ONLY						(Per accident)	\$	
UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
DED RETENTION \$						PER OTH-	\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						STATUTE ER		
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED?	A					E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT		
							+	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES Self Insured per FL Statute 768.28. Limits per			le, may be	e attached if more	e space is require	d)		
REF: NASSAU COUNTY SCHOOL DISTRICT	l's use c	of Certificate Holder's prem	nises an	d pool facilitie	es. All dates v	vithin the term shown ab	ove. The	referenced
School District is a public entity subject to FL S local legal resources with regard to the statute	Statute 7	768.28 and accordingly do	es not r	name third par	rties as "Addi	tional Insured". You ma	/ wish to	consult your
	provion		applied	lon do rogara		ubilo official.		
			0.4.110					
CERTIFICATE HOLDER				ELLATION				
Town of Hilliard			THE	EXPIRATION	I DATE THE	ESCRIBED POLICIES BE (REOF, NOTICE WILL Y PROVISIONS.		
P.O. Box 249 Hilliard FL 32046			AUTHO	RIZED REPRESEI	NTATIVE			
USA			Michae	Λ.β-				
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RE: Homecoming Parade for Hilliard Middle Senior High School

Renee Graham < lrgraham@nassauso.com>

Thu 9/23/2021 11:37 AM

To: Amanda Rau <rauam@nassau.k12.fl.us>

Cc: Jobeth Vanzant <vanzantjo1@nassau.k12.fl.us>

CAUTION: This email originated from outside of the Nassau County School District network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We will gladly assist with providing traffic control and a lead vehicle for the parade. Please provide a route map as soon as you are able. Thank you.

Renee Graham

Lt. Special Operations Nassau County Sheriff's Office 77151 Citizens Cir. Yulee, FL 32097 904-548-4028 LRGraham@NassauSO.com



From: Amanda Rau [mailto:rauam@nassau.k12.fl.us]
Sent: Monday, September 20, 2021 4:17 PM
To: Renee Graham <lrgraham@nassauso.com>
Cc: Jobeth Vanzant <vanzantjo1@nassau.k12.fl.us>
Subject: Homecoming Parade for Hilliard Middle Senior High School

EXTERNAL EMAIL: Do not click any link or open any attachments unless you trust the sender and know the content is safe.

Good afternoon,

My name is Mandy Rau and myself and Jobeth Vanzant are currently coordinating the week and events for Hilliard Middle Senior High School's Homecoming. We are in the process of arranging the Homecoming Parade, which will take place on Oct. 15th at 2:45 pm. I was given your name by Marella Hunter, whom you corresponded with last year for these events. Per her guidance, we are asking you and the Nassau County Sheriff's Department to provide traffic control for the parade. We must provide the Town of Hilliard with an agreement for traffic control in writing. As I understand it from Marella, an email stating that we have permission will suffice. I have emailed the County Commissioners to get permission to close sections of CR 108 for the parade and am waiting to hear back from them. We would also be very appreciative if you could provide officers to lead our parade. If you have any questions for us, please feel free to email me or call me at (904) 314-8247. Thank you so much for any and all help that you can give us! We look forward to hearing from you soon! (Our parade route will be the same as last year, but I will include that in a following email.) ①

Mandy Rau Hilliard Middle Senior High School

English Language Arts amanda.rau@nassau.k12.fl.us

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Re: Homecoming Parade at Hilliard Middle Senior High School

Amy Bell <abell@nassaucountyfl.com> Tue 10/5/2021 8:10 AM

To: Amanda Rau <rauam@nassau.k12.fl.us>

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Thanks, Amanda. I have submitted this for the Board's agenda on Monday, October 11th. As soon as the BOCC considers this item I will let you know.

Thank you, Amy

Amy L. Bell | Administrative Manager

Nassau County, FL|Board of County Commissioners 96135 Nassau Place|Yulee, FL 32097 P: (904) 530-6010 E: abell@nassaucountyfl.com