

# HILLIARD TOWN COUNCIL MEETING

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

## TOWN COUNCIL MEMBERS

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

## ADMINISTRATIVE STAFF

Lisa Purvis, Town Clerk  
Joel Hall P.E., Public Works Director  
Gabe Whittenburg, Parks & Rec Director

## TOWN ATTORNEY

Christian Waugh

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## AGENDA

THURSDAY, JUNE 06, 2024, 7:00 PM

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### NOTICE TO PUBLIC

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

### PLEDGE OF CIVILITY

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

## CALL TO ORDER

## PRAYER & PLEDGE OF ALLEGIANCE

## ROLL CALL

## PUBLIC HEARING

### ITEM-1

Ordinance No. 2024-02 – Amending Chapter 62 Zoning and Land Development Regulations of the Hilliard Town Code  
An Ordinance Amending Section 62-1 – Definitions; Amending Section 62-36 – Notice of Public Hearings; Amending Section 62-281 – Zoning District Regulations; Adding Section 62-386 – Wireless Telecommunication Facilities.  
***Mayor Beasley***

Open Public Hearing  
Call for Public Comments  
Close Public Hearing on Ordinance No. 2024-02

### **TOWN COUNCIL ACTION**

Town Council to adopt Ordinance No. 2024-02, on Second and Final Reading.

### ITEM-2

Ordinance No. 2024-03 – Adding a Section to the Code of Ordinances regarding trespass warnings on public property and other property generally open to the public.

An Ordinance Adding a Section to the Code of Ordinances regarding trespass warnings on public property and other property generally open to the public.

**Mayor Beasley**

Open Public Hearing  
Call for Public Comments  
Close Public Hearing on Ordinance No. 2024-03

**TOWN COUNCIL ACTION**

Town Council to adopt Ordinance No. 2024-03, on Second and Final Reading.

**REGULAR MEETING**

**ITEM-3** Additions/Deletions to Agenda

**ITEM-4** Town Council approval of the grant application submission for the FY 2024 Airport Improvement Program for land acquisition at the Hilliard Airport.  
**Lisa Purvis, MMC – Town Clerk**

**ITEM-5** Town Council approval of the waste removal contract service agreement between Meridian Waste and the Town of Hilliard.  
**Lisa Purvis, MMC – Town Clerk**

**ITEM-6** Town Council approval of the Kynex, Inc. contract with both the Town of Hilliard and the Town of Callahan splitting half the cost with Nassau County in celebration of their Westside Bicentennial Celebration to be held at the Northeast Florida Fairgrounds on July 4, 2024.  
**John P. Beasley – Mayor**

**ITEM-7** Town Council to set a Workshop at 6:00 p.m. on July 18, 2024, for a one-hour presentation or to allow a 10–15-minute presentation on July 18, 2024, Agenda for Nassau County to discuss their growth framework and future planning.  
**Elizabeth Backe – Nassau County Planning Director**

**ITEM-8** Town Council to consider the Hilliard Middle School High School’s request for a sports poster advertisement.  
**Lisa Purvis, MMC – Town Clerk**

**ITEM-9** Town Council approval of Town Clerk’s Office staff new position descriptions with new titles and responsibilities.  
**Lisa Purvis, MMC – Town Clerk**

**ITEM-10** Town Council approval of the Minutes for the May 16, 2024, Public Hearing & Regular Meeting and Workshop, and the May 20, 2024, Workshop.  
**Lisa Purvis, MMC – Town Clerk**

**ITEM-11** Town Council approval of Kynex, Inc., Payable through May 22, 2024, Project Name: 2024 Fireworks Display in the amount of \$15,000.  
**SPECIAL EVENTS PROJECT IN HILLIARD’S HALF LUMP SUM CONTRACT \$15,000**

**ITEM-12** Town Council approval of Manzie & Drake Land Surveying, Payable through May 30, 2024, Project Name: Florida Department of Transportation Land North in the amount of \$6,750.  
**FDOT PTGA 100% GRANT FUNDED PROJECT LUMP SUM GRANT \$464,000**

**ITEM-13** Town Council approval of Site Savvy Inc., Payable through May 14, 2024, Project Name: Sewer Rehabilitation in the amount of \$18,500.  
**CAPITAL FUNDED PROJECT LUMP SUM PROJECT \$18,500**

**ITEM-14** Town Council approval of the Payable through May 22, 2024, Project Name: 2024 IT Town Hall Park Expansion in the amount of \$32.95.  
**CAPITAL FUNDED PROJECT LUMP SUM PROJECT \$25,512**

## **ADDED ITEMS**

## **ADDITIONAL COMMENTS**

**PUBLIC**

**MAYOR & TOWN COUNCIL**

**ADMINISTRATIVE STAFF**

**TOWN ATTORNEY**

## **ADJOURNMENT**

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

## **TOWN COUNCIL MEETINGS**

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

## **PLANNING & ZONING BOARD MEETINGS**

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

## **MINUTES & TRANSCRIPTS**

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

**TOWN WEBSITE & YOUTUBE MEETING VIDEO**

The Town’s Website can be access at [www.townofhilliard.com](http://www.townofhilliard.com).

Live & recorded videos can be accessed at [www.youtube.com](http://www.youtube.com) search - Town of Hilliard, FL.

**ADA NOTICE**

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

**APPEALS**

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

**PUBLIC PARTICIPATION**

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

**EXPARTE COMMUNICATIONS**

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

**2024 HOLIDAYS**

**TOWN HALL OFFICES CLOSED**

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



## AGENDA ITEM REPORT

### TOWN OF HILLIARD, FLORIDA

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TO: Town Council Public Hearing & Regular Meeting Meeting Date: June 6, 2024

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

SUBJECT: Town Council adopting Ordinance No. 2024-02, An Ordinance Amending Chapter 62 Zoning and Land Development Regulations of the Hilliard Town Code; Amending Section 62-1 – Definitions; Amending Section 62-36 – Notice of Public Hearings; Amending Section 62-281 – Zoning District Regulations; Adding Section 62-386 – Wireless Telecommunication Facilities. Adopting on Second and Final Reading.

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#### **BACKGROUND:**

A Public Hearing was held by the Planning & Zoning Board on April 9, 2024.

The Town Council held the First Public Hearing and First Reading at the April 18, 2024, Regular Meeting where the Planning & Zoning Board also gave their recommendation for adoption by the Town Council.

#### **FINANCIAL IMPACT:**

None.

#### **RECOMMENDATION:**

Town Council to Adopt Ordinance No. 2024-02, on Second and Final Reading.

**DATE:** April 19, 2024  
**TO:** Nassau County Record  
**FROM:** Lisa Purvis, Town of Hilliard  
**RE:** Advertisement

- Please place the following advertisement in your May 1, 2024, edition.
- Please do not deviate from the specified language.
- The notice should be two columns wide by 10 inches long.
- Do not place in the classified or legal section or an obscure portion of the newspaper.
- Headline in type no smaller than 18 Point.
- Please send Proof of Publications, as soon as possible.

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## **NOTICE OF PUBLIC HEARING AND SECOND AND FINAL READING ORDINANCE 2024-02**

**AN ORDINANCE AMENDING CHAPTER 62 ZONING AND LAND DEVELOPMENT REGULATIONS OF THE HILLIARD TOWN CODE; AMENDING SECTION 62-1 – DEFINITIONS; AMENDING SECTION 62-36 – NOTICE OF PUBLIC HEARINGS; AMENDING SECTION 62-281 – ZONING DISTRICT REGULATIONS; ADDING SECTION 62-386 – WIRELESS TELECOMMUNICATION FACILITES; AND PROVIDING FOR AN EFFECTIVE DATE.**

The following Public Hearing have been scheduled:

Town Council – Thursday, June 6, 2024, at 7:00 p.m.

The Public Hearing will be held in the Hilliard Town Hall Council Chambers, located at 15859 West County Road 108, Hilliard, Florida, 32046.

Action on the matter may be taken following the closing of the Public Hearing. A copy of Ordinance No. 2024-02 is available for inspection and copying at Town Hall during normal business hours 9:00 a.m. to 5:00 p.m., Monday through Friday.

PURSUANT TO THE REQUIREMENTS OF F.S. 286.0105, the following notification is given: If a person decides to appeal any decision made by the Town Council with respect to any matter considered at such meeting, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

Town of Hilliard  
 Lisa Purvis, MMC, Town Clerk

**ORDINANCE NO. 2024-02**

**AN ORDINANCE AMENDING CHAPTER 62 ZONING AND LAND DEVELOPMENT REGULATIONS OF THE HILLIARD TOWN CODE; AMENDING SECTION 62-1 – DEFINITIONS; AMENDING SECTION 62-36 – NOTICE OF PUBLIC HEARINGS; AMENDING SECTION 62-281 – ZONING DISTRICT REGULATIONS; ADDING SECTION 62-386 – WIRELESS TELECOMMUNICATION FACILITES; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town desires modernizing Chapter 62 of the Town Code to reflect the practical realities for the need for a wireless telecommunications facilities code section to regulate and allow cell towers within the Town’s limits; and

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

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

**Section 1.**

**Section 62-1 – Definitions is hereby amended and shall read as follows:**

Pet, household, means any domestic animal normally owned or kept as a pet, ~~including cats, dogs, rabbits, raccoons, parrots, and pigeons.~~

**Section 2.**

**Section 62-36 (a) – Notice of public hearings is hereby amended and shall read as follows:**

- (a) Notice of a time and place of any required public hearings with respect to the Comprehensive Plan amendment, rezoning of land, special exceptions, variances or appeals shall be given by the land use administrator’s office at least ~~30~~ 15 days in advance of any such hearings by the town council and at least 15 days in advance of such hearings by the planning and zoning board, via first class mail or hand delivery to all owners or real property within 300 feet of the boundaries of the land upon which Comprehensive Plan amendment, rezoning, special exception, variance or appeal is requested, together with identical notice to the owner of the land for which Comprehensive Plan amendment, rezoning, or other action is proposed as provided by F.S. 166.041. The notification costs shall be paid by the petitioner. Failure of owners of lands adjoining the parcel upon which rezoning or other action is proposed to receive notice of hearings shall in no way affect the validity of the action taken.

**Section 3.**

**Section 62-281 – Zoning districts exclusive is hereby amended to add Wireless telecommunication facilities to the chart of uses by zoning districts as follows:**

USE	R-1	R-2	R-3	RM-4	RMH	A-1	MSC	C-1	M-1
						E	E	E	E

**Section 4.**

**Section 62-386 – Wireless telecommunication facilities is hereby added and shall read as following:**

- (a) *Generally.* The provisions of this section apply to wireless telecommunications facilities and are intended to promote the health, safety and general welfare of the citizens by regulating the siting of communications towers and to establish the necessary legal framework to encourage the use of towers which are compatible with their surroundings.
- (b) *Purpose.* The Hilliard Town finds that the promulgation of this section is warranted and necessary to accomplish the following purposes:
- (1) To direct the location of communication towers within the town;
  - (2) To protect residential areas and land uses from the potential adverse impacts of communication towers;
  - (3) To minimize adverse visual and aesthetic impacts of communication towers through careful design, siting, landscape screening, and innovative aesthetic mitigation;
  - (4) To accommodate the growing demand for communication towers;
  - (5) To promote and encourage shared use and co-location of existing and new communication towers as the preferred option rather than construction of additional single-use towers;
  - (6) To consider the public health and safety of communication towers;
  - (7) To avoid or minimize potential damage to adjacent properties from tower failure through engineering and careful siting of tower structures.
- (c) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Alternative support structure* means any manmade structure, except towers, including, but not limited to, buildings, power poles, light poles, clock towers, bell towers, steeples, water towers and the like, which allow for the attachment of antennas.

*Antenna* means a device for radiating or receiving radio waves. As used in this section, the term "antenna" shall include all antennas integrated and used as a single unit, such as an antenna array.

*Camouflaged* means a structure designed to support one or more antenna but designed to unobtrusively blend into the existing surroundings and disguised so as to not have the appearance of a tower. Such tower shall be consistent in size, scale and appearance with the type of object it is designed to resemble.

*Customer premises equipment* means telecommunications equipment on the premises of a telecommunications customer for the sole use of the occupants of the premises.

*Guyed* means a tower anchored with guide wires.



*Lattice* means a self-supporting tower with three or more side or open-framed supports.

*Mobile station* means equipment which is not fixed and ordinarily moves. Such a facility is typically the end users' equipment such as a wireless telephone.

*Monopole* means a single, self-supporting tower of concrete, steel, or similar materials having a solid appearance and no guide wires.

*Speculative* means a tower which is proposed for erection without evidence of any antenna leases or agreement for use of the tower.

*Tower* means a structure, greater than 15 feet in height, designed and used primarily to support one or more antenna of any type.

(d) *Special Exception required.*

- (1) All wireless telecommunication facilities shall be permitted as a Special Exception. Such facilities may be permitted the A-1, MSC, C-1, M-1 districts under the criteria set forth hereafter and upon the approval of the Planning and Zoning Board.
- (2) No development permit, including building permit, shall be issued until after a public hearing is held on the application and the Special Exception is approved by Planning and Zoning Board authorizing the construction of the proposed tower or other telecommunication facility.

(e) *Applicability regulations and exemptions to existing structures.*

- (1) All new communication towers in the Town shall be subject to this chapter and all other applicable building and construction codes. In the event of any conflict between the zoning district regulations and the regulations contained in this section, the provisions of this section shall override and supersede such other regulations unless otherwise specifically set forth herein.
- (2) The provisions of this section, other than the minimum distance requirements from residential districts, shall not apply to communication towers and communication antenna located on property, rights-of-way or easements owned by any governmental entity.
- (3) Communication towers existing on July 1, 2020, shall be allowed to continue to be used as they presently exist. Routine maintenance including replacement with a new tower of like construction and height and modifications to accommodate the co-location of an additional user or users shall be permitted on such existing towers. New construction, other than routine maintenance and modification to accommodate co-location on an existing communication tower, shall comply with the requirements of this section.

(f) *Location on lot.* A communication tower may be located on a lot utilized for other principal uses and on a parcel smaller than the minimum lot size required in the zoning district. This parcel shall be considered as the tower site. The tower site, but not the entire lot, shall be subject to all of the requirements of this section, except as specifically provided herein.

(g) *Minimum distance of towers from residential zones.*

- (1) Regardless of the zoning district in which the communication tower is located, the minimum distance of the tower shall be not less than 200 feet from the nearest residential lot line of any residential districts or from any parcel containing a residence in an agricultural district except that in the agricultural districts the communication tower may be closer to a parcel boundary provided it remains a minimum of 400 feet from any residence existing at the time of approval.

- (2) Minimum distances shall be measured from the center of the base of the communication tower to the lot line of the applicable residential zoning district or parcel, as the case may be.
- (3) Notwithstanding anything to the contrary in this chapter, no communication tower other than a monopole (freestanding) tower or alternative tower structure shall be located in any residential zoning district.
- (h) *Maximum height.*
- (1) The maximum height of communication towers shall be:
- If constructed for a single user, up to 150 feet in height;
  - If constructed for two users, up to 250 feet in height;
  - If constructed for three or more users, up to 330 feet in height.
- (2) A communication tower shall be considered to be constructed for more than one user if:
- It is constructed so as to provide sufficient excess capacity over the initial single user loading for one or more additional comparable users; and
  - The applicant consents in writing with the Town to permit one or more additional comparable communication providers to use the proposed tower where feasible and subject to reasonable terms.
- (3) Measurement of communication tower height shall include antenna, base pad, and other appurtenances and shall be measured from the finished grade of the tower site.
- (i) *Minimum yard requirements.* There are no minimum yard requirements for communication towers.
- (j) *Illumination.* Communication towers shall not be artificially lighted except as may be required by Federal Aviation Administration. If lighting is required, the applicant must present the Town with available lighting alternatives and obtain approval of the Town Council so that the Town is ensured that the design utilized will cause the least possible disturbance to the surroundings.
- (k) *Finished color.* Communication towers not requiring FAA painting/markings shall have either a galvanized finish or painted a dull blue or gray finish.
- (l) *Structural design.* Communication towers shall be designed and constructed to ensure that the structural failure or collapse of the tower will not create a safety hazard to adjoining properties. Communication towers shall be constructed to EIA/TIA 222-F Standards or the most current equivalent standards, as published by the Electronic Industries Association, which may be amended from time to time, and all applicable building codes. All plans for the construction of towers shall be sealed by a state-registered professional engineer. Further, any improvements and/or additions (i.e., antenna, satellite dishes, etc.) to existing communication towers shall require submission of site plans sealed and verified by a professional engineer which demonstrates compliance with EIA/TIA 222-F Standards or most current equivalent standards in effect at the time of said improvement or addition. Said plans shall be submitted to, reviewed and approved by the planning and zoning department at the time building permits are requested. A fall zone shall be provided to the extent that is required by EIA/TIA 222-F Standards or the most current equivalent standards.
- (m) *Fencing.* A six-foot finished masonry wall or fence, with not less than 85 percent opacity shall be required as a minimum around all communication towers located in a residential or

commercial zoning district. In all other zoning districts, the fence may be any type of security fence provided that is at least six feet in height. Access to all towers shall be through a locked gate.

- (n) *No advertising.* Neither the communication tower nor the tower site shall be used for advertising purposes and shall not contain any signs for the purpose of advertising.
- (o) *Landscaping.* The visual impacts of communication towers shall be mitigated through landscaping or the screening materials at the base of the tower and ancillary structures.
  - (1) The following landscaping and buffering of communication towers shall be required around the perimeter of the tower and accessory structures:
    - a. A row of shade trees a minimum of ten feet tall and a maximum of 20 feet apart shall be planted around the perimeter of the fence;
    - b. A continuous hedge at least 36 inches high at the time of planting, capable of growing to at least 48 inches in height within 18 months, shall be planted in front of the tree line referenced in subsection (o)(1)a of this section;
    - c. All required landscaping shall be of the evergreen variety;
    - d. All required landscaping shall be native drought tolerant species and/or irrigated and properly maintained to ensure good health and vitality.
  - (2) Required landscaping shall be installed outside the fence or wall.
  - (3) Existing vegetation shall be preserved to the maximum extent practicable and may be credited as appropriate toward landscaping requirements.
  - (4) These standards may be waived by the Planning and Zoning Board for those sides of the proposed tower that are located adjacent to undevelopable lands and lands not in public view or for good cause on any side.
- (p) *Abandonment.*
  - (1) In the event the use of any communication tower has been discontinued for a period of 180 consecutive days, the tower shall be deemed abandoned. Determination of the abandonment shall be made by the Land Use Administrator. Upon the Land Use Administrator's determination of such abandonment, the owner/operator of the tower shall have an additional 180 days within which to:
    - a. Reactivate use of the tower or transfer the tower to another owner/operator who makes actual use of the tower; or
    - b. Dismantle and remove the tower.
  - (2) After that date, the Town may dismantle and remove the tower at the owner's expense. The owner/operator shall be responsible for all costs associated therewith. At the earlier of 185 days from the date of abandonment without reactivation or upon completion of dismantling and removal, any special use permit, exception and/or variance approval for the tower shall automatically expire.
- (q) *Certification of compliance.* Prior to receiving final inspection, adequate proof shall be submitted to the zoning and planning and zoning department documenting that the communication tower complies with all current FCC regulations and non-ionizing electromagnetic/radiation (NICER) and that the radio frequency levels meet the American National Standards Institute.

- (r) *Supplemental information required for applications.* The applicant must also submit the following information in addition to the standard information required of all Special Exception applicants:
- (1) A scaled site plan clearly indicating the tower site, type and height of the proposed tower, the location of the accessory building, on-site land uses and zoning, adjacent land uses and zoning, adjacent roadways, proposed means of access, distances from property lines, elevation drawings of the proposed tower, and any other proposed structures;
  - (2) A current zoning or tax map or aerial, showing the location of the proposed tower;
  - (3) A legal description of the parent tract and tower site (if applicable);
  - (4) Engineering specifications for the proposed tower setting forth the number of users the tower is designed to accommodate and the number of antennas to be located on the tower;
  - (5) If the proposed tower site meets the required minimum distance from residential zones, the approximate distance between the proposed tower and the nearest residential dwelling, platted residentially zoned properties, or unplatted residentially zoned properties. If the proposed tower site does not meet the minimum distance requirements, then exact distances, locations and identifications of said properties shall be shown on an updated zoning or tax map;
  - (6) A landscape plan showing specific landscape materials;
  - (7) The method of fencing, finished color if applicable, the method of aesthetic mitigation and illumination;
  - (8) If the applicant is not co-locating (sharing space) on the proposed communication tower of another communication provider, evidence that it has made diligent but unsuccessful efforts to co-locate its antenna and associated equipment on and existing structure. Evidence submitted to demonstrate that no existing tower or structure can accommodate the applicant's proposed antenna may consist of any of the following:
    - a. No existing towers or structures are located within the geographic area required to meet the applicant's engineering requirements;
    - b. Existing towers or structures are not of sufficient height to meet applicants engineering requirements;
    - c. Existing towers or structures do not have sufficient structural strength to support applicants proposed antenna and related equipment;
    - d. The applicants proposed antenna would cause impermissible electromagnetic interference, as determined by the FCC, with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause impermissible interference, as determined by the FCC, with the applicants proposed antenna;
    - e. The fees or costs required to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Cost exceeding new tower development are presumed unreasonable;
    - f. Property owners or owners of existing towers or structures are unwilling to accommodate the applicant's needs; or

- g. The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable; and
  - h. If the applicant demonstrates and provides evidence that the proposed facility is designed to accommodate five or more users, the applicant shall be exempt from the provisions of this subsection (r)(8);
- (9) The written consent by the applicant that any Special Exception shall be conditioned upon requiring the applicant to:
- a. Construct the proposed communication tower so as to provide sufficient excess capacity over the initial single user loading for one or more additional comparable users; and
  - b. Permit at least one other comparable communication provider to use the proposed tower where feasible and subject to reasonable terms. The term where feasible, as it applies to co-location, means that utilization of a tower by another tower carrier which would, at the time of such utilization, comply with sound engineering principles, would not materially degrade or impair the communication tower's utilization by existing users, would not unduly burden the tower structurally, and would not otherwise materially and adversely impact existing users. Reasonable terms for use of a communication tower that may be imposed by the owner including a requirement for reasonable rent or fees, taking into consideration the capitalized cost of the communication tower and land, the amount of lease payments by the owner, the incremental cost of designing and constructing the tower so as to accommodate additional users, increases in maintenance expenses relating to the tower and a fair return on investment, provided such amount is also consistent with rates paid by other co-locators at comparable tower sites.
- (s) *Criteria for Special Exception.* In addition to meeting the requirements set forth in this chapter, the following findings must be made before the Planning and Zoning Board may grant a Special Exception for the construction of a communication tower:
- (1) The communication tower shall be compatible with the existing contiguous uses or with the general character and aesthetics of the neighborhood or the area, considering the design and height of the communication tower, the mitigating effect of any existing or proposed landscaping, fencing or other structures, and similar factors;
  - (2) The communication tower shall not have any significant detrimental impact on adjacent property values.
- (t) *Waiver and variance standards and criteria.* Notwithstanding any other variance criteria, with respect to action upon applications for zoning variances from the minimum distances required pursuant to subsection (g) of this section and maximum height requirements of subsection (h) of this section:
- (1) The Planning and Zoning Board shall grant a variance only if it finds from a preponderance of the evidence that the variance meets all of the following standards and criteria:
    - a. Certification by a radio frequency engineer, whose credentials are acceptable to the Planning and Zoning Board, that the proposed communication tower is reasonably necessary to serve an adjacent or nearby residential area or other areas.
    - b. The variance sought is the minimum necessary to address the need for the variance, subsequent to exploring all reasonable siting alternatives.

- c. The location of the proposed communication tower in relation to the existing structures, trees and other visual buffers shall minimize, to the greatest extent reasonably practicable under the circumstances, any impacts on affected residentially zoned property.
- d. The location of the communication tower will not have a significant detrimental impact on adjacent property values and any property formally designated by the comprehensive plan as protected or environmentally sensitive or judged to possess unique environmental or cultural qualities as determined by current permitting regulations of the Town.

**Section 5.**

**Effective Date.**

This Ordinance shall become effective upon passage.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by the Hilliard Town Council, Hilliard, Florida.

\_\_\_\_\_  
Kenneth A. Sims, Sr.  
Council President

ATTEST:

\_\_\_\_\_  
Lisa Purvis  
Town Clerk

APPROVED:

\_\_\_\_\_  
John P. Beasley  
Mayor

Planning & Zoning Board Publication:	March 20, 2024
Planning & Zoning Board Public Hearing:	April 9, 2024
Town Council First Publication:	March 20, 2024
Town Council First Public Hearing:	April 18, 2024
Town Council First Reading:	April 18, 2024
Town Council Second Publication:	May 1, 2024
Town Council Second Public Hearing:	June 6, 2024
Town Council Second & Final Reading:	June 6, 2024



## AGENDA ITEM REPORT

### TOWN OF HILLIARD, FLORIDA

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TO: Town Council Regular Meeting Meeting Date: June 6, 2024

FROM: *Lisa Purvis, MMC – Town Clerk*

SUBJECT: Town Council adopting Ordinance No. 2024-03, An Ordinance of the Town of Hilliard, Florida adding a section to the Code of Ordinances regarding trespass warnings on public property and other property generally open to the public. Adopting on Second and Final Reading.

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#### **BACKGROUND:**

Due to recent circumstances regarding Town property, at the April 4, 2024, Regular Meeting, Town Attorney Waugh asked the Town Council to consider adopting an Ordinance that would allow the trespassing of citizens on Town property or property generally open to the public. This Ordinance's First Reading was at the May 2, 2024, Regular Meeting.

#### **FINANCIAL IMPACT:**

None.

#### **RECOMMENDATION:**

Town Council to adopt Ordinance No. 2024-03, on Second and Final Reading.

Date: May 8, 2024  
To: Nassau County Record  
From: Elise Earnest, Town of Hilliard  
Re: Legal Advertisements (Edition 05/15/2024)

Please run the following as a legal advertisement in your legal section in your May 15, 2024, edition. Please send proof of publication and invoice to Town of Hilliard:

**PUBLIC HEARING NOTICE**

The Hilliard Town Council will hold a Public Hearing on June 6, 2024, at 7:00 p.m., in the Council Chambers in the Hilliard Town Hall, located at 15859 West County Road 108, Hilliard, Florida, to hear input regarding Ordinance No. 2024-03. All interested parties may appear at the meeting and be heard with respect to the proposed Ordinance No. 2024-03.

Action on the matter may be taken following the closing of the Public Hearing at the Hilliard Town Council’s regular meeting. A copy of the Ordinance which is proposed for Second Reading and Final Adoption is available by calling (904) 845-3555 or emailing [lpurvis@townofhilliard.com](mailto:lpurvis@townofhilliard.com) during normal business hours 9:00 a.m. to 5:00 p.m., Monday through Friday or at [www.townofhilliard.com](http://www.townofhilliard.com).

**ORDINANCE NO. 2024-03**

**AN ORDINANCE OF THE TOWN OF HILLIARD, FLORIDA ADDING A SECTION TO THE CODE OF ORDINANCES REGARDING TRESPASS WARNINGS ON PUBLIC PROPERTY AND OTHER PROPERTY GENERALLY OPEN TO THE PUBLIC.**

**PURSUANT TO THE REQUIREMENTS OF F.S. 286.0105, the following notification is given:** If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

Lisa Purvis, MMC  
Town Clerk  
Town of Hilliard



## ORDINANCE 2024-03

### AN ORDINANCE OF THE TOWN OF HILLIARD, FLORIDA ADDING A SECTION TO THE CODE OF ORDINANCES REGARDING TRESPASS WARNINGS ON PUBLIC PROPERTY AND OTHER PROPERTY GENERALLY OPEN TO THE PUBLIC.

**WHEREAS**, the Town of Hilliard desires the Nassau County Sheriff's Office to issue trespass warnings to individuals who are acting in violation of any Town Ordinance, rule or regulation, or state law while on or within a town facility, building, or outdoor area; and

**WHEREAS**, the Town of Hilliard desires to provide consistency and uniformity for the issuance of these trespass warnings; and

**WHEREAS**, the Town of Hilliard desires to create a process for individuals to appeal these trespass warnings; and

**WHEREAS**, the Town of Hilliard finds that the presence of individuals who violate town ordinances, rules or regulations, or state laws on public property creates a threat to the public safety and welfare and deems this ordinance necessary to promote public safety and public welfare.

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

**Section 1.** The Code of Ordinances, Town of Hilliard, Florida is hereby amended by adding a section to be numbered 30-79, which section reads as follows:

**Sec 30-79. Trespass warnings on public property and other property generally open to the public.**

- (a) Any head of a Town department, including but not limited to the Town Clerk, head of the Public Works department, and head of the Parks and Recreation department, is authorized to issue a trespass warning to any individual who violates any town ordinance, rule or regulation, or state law, which violation was committed while on or within a town facility, building, or outdoor area, including municipal parks, but excluding public right-of-way. The trespass warning shall be limited to the specific property where the violation occurred.
- (b) For the purpose of this section, "right-of-way" shall only include those sidewalks which are adjacent to a paved street, provided that the street-side edge of the sidewalk is within 20 feet of the curb line.
- (c) Trespass warnings shall be issued as follows:
  - (1) For the first violation, the individual may be issued a trespass warning for a period not to exceed one year.

- (2) For a second or subsequent violation, the individual may be issued a trespass warning for a period not to exceed two years.
- (d) A copy of the trespass warning shall be provided by mail or hand delivery to the individual given the warning. The written trespass warning shall advise of the right to appeal and the location at which to file the appeal.
- (e) Any person found on or within any town facility, building, or outdoor area, including municipal parks, in violation of a trespass warning may be arrested for trespassing, except as otherwise provided in this section.
- (f) The Town Clerk may authorize an individual who has received a trespass warning to enter the property or premises to exercise his or her First Amendment rights if there is no other reasonable alternative location to exercise such rights or to conduct necessary municipal business. Such authorization must be in writing, shall specify the duration of the authorization and any conditions thereof, and shall not be unreasonably denied.
- (g) This section shall not be construed to limit the authority of any town employee or official to issue a trespass warning to any person for any lawful reason for any town property, including rights-of-way when closed to general vehicular or pedestrian use, when necessary or appropriate in the sole discretion of the town employee or official.
- (h) This section shall not be construed to limit the authority of officers of any police department or sheriff's office to cite or arrest individuals for violating any section of the Code of Ordinances or the Florida Statutes.
- (i) Appeal of trespass warning. A person to whom a trespass warning is issued under this section shall have the right to appeal as follows:
  - (1) An appeal of the trespass warning must be filed, in writing, within ten days of the issuance of the warning, and shall include the appellant's name, address, and phone number, if any. No fee shall be charged for filing the appeal.
  - (2) The appeal shall be filed at the location specified in the trespass warning.
  - (3) Appeals shall be heard by the Nassau County Code Enforcement Board pursuant to the Interlocal Agreement between Nassau County and the Town of Hilliard dated August 14, 2000, or such other entity, including a special magistrate, as the town contracts to provide this service.
  - (4) Within fifteen days following the filing of the appeal, the Nassau County Code Enforcement Board or other entity specified pursuant to Section 30-79(i)(3), *supra*, shall schedule a hearing. Notice of the hearing shall be provided to the appellant in the following ways:
    - a. By posting the notice at the town hall, and
    - b. By mail if an address has been provided. In the event of non-delivery, then the notice posted at the town hall shall be sufficient.
  - (5) Nassau County Code Enforcement Board or the other specified entity shall hold the hearing as soon as possible. In no event shall the hearing be held sooner

than 15 days following the filing of the appeal and no later than 45 days from the filing of the appeal.

(6) Copies of documents in the town's control which are intended to be used at the hearing, and which directly relate to the issuance of the trespass warning to the appellant, shall be made available upon request to the appellant at no cost.

(7) The appellant and the town shall have the right to attend with an attorney, the right to testify, to call witnesses, to cross-examine witnesses and to present evidence. The appellant shall have the right to bring a court reporter, at his or her own expense.

(8) Nassau County Code Enforcement Board or such other specified entity shall consider the testimony, reports or other documentary evidence, and any other evidence presented at the hearing. Formal rules of evidence shall not apply, but fundamental due process shall govern the proceedings.

(9) The town shall bear the burden of proof by clear and convincing evidence that the trespass warning was properly issued pursuant to the criteria of this section.

(10) If the appellant fails to attend a scheduled hearing, Nassau County Code Enforcement Board or such other specified entity shall review the evidence presented and determine if the trespass warning was properly issued pursuant to the criteria of this section.

(11) Within ten days of the hearing, Nassau County Code Enforcement Board or such other specified entity shall issue a written decision on the appeal which shall be mailed to the appellant at the address provided. If no address is provided, a copy of the decision shall be posted at the town hall.

(12) The decision of the Nassau County Code Enforcement Board or such other specified entity shall be final and the appellant shall be deemed to have exhausted all administrative remedies. Such decision may be subject to judicial review in the manner provided by law.

(13) The trespass warning shall remain in effect during the appeal and review process, including any judicial review.

**Section 2.** This Ordinance shall be effective upon its final approval by the Town Council.

The within and foregoing Ordinance was introduced and read on first reading before the Town Council of the Town of Hilliard, Florida at its meeting held at Hilliard Town Hall held on the \_\_\_\_ day of \_\_\_\_\_, 2024.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024, by the Hilliard Town Council.

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Kenny Sims  
Council President

ATTEST:

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Lisa Purvis  
Town Clerk

APPROVED:

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John Beasley  
Mayor

Town Council First Reading: May 2, 2024  
Town Council Publication: May 15, 2024  
Town Council Public Hearing: June 6, 2024  
Town Council Final Reading: June 6, 2024



## AGENDA ITEM REPORT TOWN OF HILLIARD, FLORIDA

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TO: Town Council Regular Meeting Meeting Date: June 6, 2024

FROM: *Lisa Purvis, MMC – Town Clerk*

SUBJECT: Town Council approval of the grant application submission for the FY 2024 Airport Improvement Program for land acquisition at the Hilliard Airpark.

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### **BACKGROUND:**

See attached.

### **FINANCIAL IMPACT:**

None.

### **RECOMMENDATION:**

Town Council approval of the grant application submission for the FY 2024 Airport Improvement Program for land acquisition at the Hilliard Airpark.

May 29, 2024

Ms. Hilary Maull  
 Program Manager  
 Federal Aviation Administration  
 Orlando Airports District Office  
 8427 Southpark Circle, Suite 524  
 Orlando, FL 32819-9058

Dear Ms. Maull:

Subject: Hilliard Airpark – 01J (Hilliard, FL)  
 FY2024 Airport Improvement Program  
**Grant Application**

Enclosed please find an FY2024 Airport Improvement Program grant application for the following project at the Hilliard Airpark:

1. Land Acquisition

The following items are enclosed for each of the above project in the grant application:

- ✓ Grant Application Documents Checklist
- ✓ Standard Form 424 - Application for Federal Assistance
- ✓ SF 5100-100 (Development and Equipment Projects)
- ✓ Project Specific Checklist
- ✓ Project Cost Breakdown
- ✓ Project Sketch
- ✓ Exhibit "A" – Airport Property Map
  - Exhibit "A" dated August 2016 is incorporated herein by reference.
- ✓ Individual Project Schedule
- ✓ Environmental Assessment
- ✓ Exhibit "C" – Title Opinion

The following items are enclosed to supplement the above grant application:

- ✓ Sale Contract
- ✓ Sponsor Certifications

We appreciate your consideration of this project. Please let me know if you have any questions or comments.

Sincerely,

**TOWN OF HILLIARD**

Lisa Purvis  
 Town Clerk

Enclosures

Copy: Bill Prange, AECOM  
 FDOT D2 Aviation Office

**GRANT APPLICATION DOCUMENTS CHECKLIST**

## AIP Grant Application Checklist

**AIRPORT NAME:** Hilliard Airpark – 01J **DATE:** 05/29/2024

**SYSTEM FOR AWARD MANAGEMENT (SAM) CAGE CODE #:** 72BM5

**SYSTEM FOR AWARD MANAGEMENT (SAM) EXPIRATION DATE:** 01/09/2025

This checklist (and attached instructions) is a tool to assist a grantee (airport sponsor) in identifying the requirements and considerations associated with preparing an Airport Improvement Program (AIP) grant application package for submittal to the FAA. Airport sponsors should read and consider each of the items carefully. **Some of the items can be answered by simply checking the “Yes” and “No” boxes while others require providing additional information as part of the airport’s request for AIP funds.**

Ref.		Yes	No	N/A	Comments Attached
<b>ITEMS REQUIRED TO COMPLETE APPLICATION REVIEW:</b>					
1.	Standard Form 424 <i>(signed)</i>	X			
2.	Project Cost Breakdown <i>(attached)</i>	X			
3.	Project Sketch <i>(at the request of the ADO)</i>	X			
4.	Project Narrative <i>(attached or within Form 5100-100/101 Part IV)</i>	X			
5.	Form 5100-100 (parts II – IV) <i>(airport development grants)</i> Form 5100-101 (parts II- IV) <i>(planning grants)</i>	X			
6.	Bid Tabulations/Negotiated Amounts <i>(attached or previously submitted to the ADO)</i>			X	
7.	Exhibit A <i>(attached or previously submitted to the ADO)</i>	X			Airport Property Map Previously Submitted with ALP
8.	Title Certificate or Long Term Lease Agreement <i>(at the request of the ADO)</i>	X			Title Opinion included



**STANDARD FORM 424  
APPLICATION FOR FEDERAL ASSISTANCE**

<b>Application for Federal Assistance SF-424</b>	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application    * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation    * Other (Specify) <input type="checkbox"/> Revision
*3. Date Received: _____ 4. Applicant Identifier: _____	
5a. Federal Entity Identifier: _____	*5b. Federal Award Identifier: _____
<b>State Use Only:</b>	
6. Date Received by State: _____	7. State Application Identifier: _____
<b>8. APPLICANT INFORMATION:</b>	
*a. Legal Name: Town of Hilliard	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6018372	*c. UEI: 9629515470000
<b>d. Address:</b>	
*Street 1:	15859 West County Road 108
Street 2:	_____
*City:	Hilliard
County/Parish:	Nassau
*State: Province:	<u>FL</u>
*Country:	USA
*Zip / Postal Code	USA: United States
	<u>32046-6712</u>
<b>e. Organizational Unit:</b>	
Department Name: Aviation	Division Name: Airports
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>	
Prefix: Ms.	*First Name: Lisa
Middle Name:	_____
*Last Name:	Purvis
Suffix:	_____
Title: Town Clerk	
Organizational Affiliation:	
*Telephone Number: (904) 845-3555	Fax Number: (904) 845-1221
*Email: lpurvis@townofhilliard.com	

**Application for Federal Assistance SF-424****\*9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

\*Other (Specify)

**\*10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**\*12. Funding Opportunity Number:**

N/A

\*Title:

N/A

**13. Competition Identification Number:**

N/A

Title:

N/A

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Hilliard, Nassau County, Florida

**\*15. Descriptive Title of Applicant's Project:**

Land Acquisition

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\*a. Applicant: FL-04

\*b. Program/Project: FL-04

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\*a. Start Date: 05/29/2024

\*b. End Date: 12/31/2024

**18. Estimated Funding (\$):**

*a. Federal	_____	\$ 600,000
*b. Applicant	_____	\$ 0
*c. State	_____	\$ 66,667
*d. Local	_____	\$ 0
*e. Other	_____	\$ 0
*f. Program Income	_____	\$ 0
*g. TOTAL	_____	\$ 666,667

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\*20. Is the Applicant Delinquent On Any Federal Debt?**

Yes  No

If "Yes", explain:

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

 \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Miss                      \*First Name: Lisa

Middle Name: \_\_\_\_\_

\*Last Name: Purvis

Suffix: \_\_\_\_\_

\*Title: Town Clerk

\*Telephone Number: (904) 845-3555

Fax Number: (904) 845-1221

\* Email: lpurvis@townofhilliard.com

\*Signature of Authorized Representative:

\*Date Signed:

**SF 5100-100**



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

## **INSTRUCTIONS FOR FORM 5100-100**

### **PART I – Application for Federal Assistance**

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

### **PART II – Project Approval Information**

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

#### **SECTION A. STATUTORY CONDITIONS**

**Item 1** – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

**Item 2** – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

**Item 3** – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

**Item 4** – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

**Item 5** – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

**Item 6** – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request **does not** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rata (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

#### **SECTION B. CERTIFICATION REGARDING LOBBYING**

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

### SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
  - a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
  - b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a)) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
  - a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.  
Example: “*Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated \_\_/\_\_/\_\_ originally filed with AIP Project ###.*”
  - b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
  - c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.



## PART III – Budget Information

### SECTION A. GENERAL

**1. Assistance Listing Number** - Show the Assistance Listing Number from which the assistance is requested.

**2. Functional or Other Breakout:** Indicate “Airport Improvement Program”. Prepare a separate set of Part III forms for other Federal program categories.

### SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

**Line 1** - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

**Line 2** - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

**Line 3** - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

**Line 4** - Enter fees for architectural engineering basic services.

**Line 5** - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

**Line 6** - Enter fees for inspection, testing and monitoring of construction and related programs.

**Line 7** - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

**Line 8** - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

**Line 9** - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

**Line 10** - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

**Line 11** - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

**Line 12** - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

**Line 13** - Enter miscellaneous amounts for items not specifically covered by previous categories.

**Line 14** - Enter the sum of Lines 1-13.

**Line 15** - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

**Line 16** - Enter the difference between Line 14 and Line 15.

**Line 17** - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

**Line 18** – Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

**Line 19** - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

**Line 20** – Indicate the amount of the Grantee's share (from Section D).

**Line 21** – Indicate the amount of other shares (from Section D)

**Line 22** – Indicate sum of Lines 19, 20 and 21.

#### **SECTION C. EXCLUSIONS**

**Line 23 a-g** - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

#### **SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

**Line 24 a-g** - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

**Line 24h** - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

**Line 25a** - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

**Line 25b** - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

**Line 25c** - Show the total of Lines 25a and 25b. This amount must be the same as the amount shown in Section B, Line 21.

**Line 26** - Enter the totals of Lines 24h and 25c.

#### **SECTION E. OTHER REMARKS**

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

## **PART IV – Program Narrative**

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

### **1. OBJECTIVES AND NEED FOR THIS ASSISTANCE**

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

### **2. RESULTS OR BENEFITS EXPECTED**

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

### **3. APPROACH**

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.
- c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.
- d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

### **4. GEOGRAPHIC LOCATION**

Identify location of the project. This will typically be the name of the airport.

### **5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:**

- a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

### **6. SPONSOR'S REPRESENTATIVE**

Identify contact information of Sponsor's representative.

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

<b>Part II - SECTION A</b>	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.  <input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?  If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:  <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.  <input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Town implements local zoning that assures compatible land use adjacent to and in the vicinity of the airport.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project is consistent with local plans.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

The Owner coordinated the project with the airport users.

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The Owner coordinated the project with the airport users.

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There are no Exclusive Rights issues associated with this project.

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

This project includes acquiring 30.64 acres within Parcel 14 as depicted on Figure 5-3 of the August 2016 Master Plan Update.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

This project includes acquiring 30.64 acres within Parcel 14 as depicted on Figure 5-3 of the August 2016 Master Plan Update.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

This project includes acquiring 30.64 acres within Parcel 14 as depicted on Figure 5-3 of the August 2016 Master Plan Update.

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<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

<b>SECTION A – GENERAL</b>	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	

<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
<b>Cost Classification</b>	<b>Latest Approved Amount (Use only for revisions)</b>	<b>Adjustment + or (-) Amount (Use only for revisions)</b>	<b>Total Amount Required</b>
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			666,667
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
<b>14. Subtotal</b> (Lines 1 through 13)			\$ 666,667
15. Estimated Income (if applicable)			0
16. Net Project Amount (Line 14 minus 15)			666,667
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			0
<b>18. Subtotal</b> (Lines 16 through 17)			\$ 666,667
19. Federal Share requested of Line 18			600,000
20. Grantee share			0
21. Other shares			66,667
<b>22. TOTAL PROJECT</b> (Lines 19, 20 & 21)			\$ 666,667



<b>SECTION C – EXCLUSIONS</b>	
<b>23. Classification (Description of non-participating work)</b>	<b>Amount Ineligible for Participation</b>
a.	
b.	
c.	
d.	
e.	
f.	
<b>Total</b>	<b>\$ 0</b>

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL - Grantee share</b>	<b>\$ 0</b>
<b>25. Other Shares</b>	<b>Amount</b>
a. State	66,667
b. Other	0
c. <b>TOTAL - Other Shares</b>	<b>\$ 66,667</b>
<b>26. TOTAL NON-FEDERAL FINANCING</b>	<b>\$ 66,667</b>

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

<b>PROJECT:</b> Land Acquisition North of the Airport
<b>AIRPORT:</b> Hilliard Airpark
<b>1. Objective:</b>  This project includes acquiring 30.64 acres within Parcel 14 as depicted on Figure 5-3 of the August 2016 Master Plan Update.
<b>2. Benefits Anticipated:</b>  The acquisition of this land is necessary for the Sponsor to resolve a compliance issue where Pea Farm Road lies within the Runway Safety Area, to allow the Sponsor to relocate Pea Farm Road and to allow ownership and land rights within the Runway Protection Zone.
<b>3. Approach:</b> (See approved Scope of Work in Final Application)  The proposed project will be follow all applicable FAA standards.
<b>4. Geographic Location:</b>  Hilliard, Florida
<b>5. If Applicable, Provide Additional Information:</b>  
<b>6. Sponsor's Representative:</b> (include address & telephone number)  Lisa Purvis, Town Clerk, Town of Hilliard, FL 15859 West County Road 108, Hilliard, FL 32046 (904) 845-3555

## PROJECT SPECIFIC CHECKLIST

Project Description:

Project: Land Acquisition North of the Airport
Hilliard Airport (Hilliard, FL)

<b>Items a. thru pp. must be answered for each individual project: (Ref. Order 5100-38D, Chapter 3, Table 3-1)</b>		Yes (y)	No (n)	N/A (n/a)
a.	Is the project eligible?	y		
aa.	Identify eligibility "chapter & verse" from Order 5100-38D, AIP Handbook	Appendix Q, Table Q-4		
b.	Is the project justified? Does your project narrative address the "Three Basic Tests" as identified in Table 3-4, Order 5100-38D?	y		
c.	Is the project on airport property (with good title)?			n/a
cc.	Date of your current Airport Exhibit A on file in ADO:	8/15/2016		
d.	Is the project on the FAA approved airport layout plan?	y		
dd.	Identify date of FAA approved ALP on file in the ADO:	8/15/2016		
e.	Has the Sponsor satisfied the intergovernmental review and airport user	y		
f.	Has the FAA completed an environmental finding for the project?	y		
ff.	Provide date of environmental finding/Cat. Ex.?	6/26/2019		
g.	Will the project result in a usable unit of work?	y		
h.	Will the project be planned, designed, and/or constructed to FAA standards?	y		
hh.	If applicable, identify date MOS was approved by FAA.	n/a		
i.	Has the project been procured correctly?	y		
j.	Are the project costs allowable?	y		
k.	Are the project costs necessary to accomplish the project? (Project costs are directly necessary to accomplish the project. Ref. Order 5100-38D, Ch. 3, Section	y		
l.	Were the project costs incurred after the grant was executed? (Ref. Order 5100-38D, Ch. 3, Section 13, for exceptions).		n	
m.	Are the project costs reasonable? (Are Sponsor cost analyses attached? Ref. Order 5100-38D, Ch. 3, Section 14).	y		
n.	Is this the only federal grant containing these project costs? (No "double-dipping"!!!)	y		
o.	Are the project costs within the allowable federal share?	y		
p.	Can the project be completed without unreasonable delay?	y		
pp.	Identify number of calendar days and date after the grant execution date when notice-to-proceed will be issued.	60		
<b><u>If discretionary funding is being requested for this project answer the following:</u></b>				
1	Is this project phased?		n	
1a.	If yes, what phase is this?	n/a		
1b.	If phased, how does this phase fit into the larger development need?	n/a		
2	What is the total AIP funds spent on previous phases of the project?	n/a		
2a.	What is the total AIP funds requested for this phase in this Application?	n/a		
2b.	What is the total AIP funds needed to complete the project beyond this Application?	n/a		
<b><u>If funding requested for this project is for an LOI, provide the following:</u></b>				
i.	Enter the number of the LOI payment this grant will provide.	n/a		
ii.	Enter the total number of LOI payments - past grant(s), this grant, future grant(s)	n/a		
iii.	Total AIP funds provided to-date including the funds requested in this Application	n/a		
iv.	Total AIP funds approved for the project LOI. (Total LOI payments for entire project).	n/a		

## PROJECT COST BREAKDOWN

Airport Name / City, FL:

Hilliard Airpark (Hilliard, FL)

Date:

5/29/2024

Reference Application Package Part III - Budget Information	TOTAL
Administrative Expense	\$ -
Preliminary Expense	\$ -
Land, structures, right-of-way	\$ 666,667
Architectural/Engineering Basic Fees (Design, Bid & Award Phase Services)	\$ -
Other architectural engineering fees:	
Design Surveying	\$ -
Design Testing	\$ -
Construction Phase Services	\$ -
Quality Assurance Testing	\$ -
Other	\$ -
Project inspection fees	\$ -
Land development	\$ -
Relocation expenses	\$ -
Relocation payments to individuals and businesses	\$ -
Demolition and removal	\$ -
Construction and project improvement	\$ -
Equipment	\$ -
Miscellaneous	\$ -
<b>TOTAL</b>	<b>\$ 666,667</b>
Federal Share (90%)	\$ 600,000
State Share (10%)	\$ 66,667
Sponsor Share	\$ -

**PROJECT COST INFORMATION**

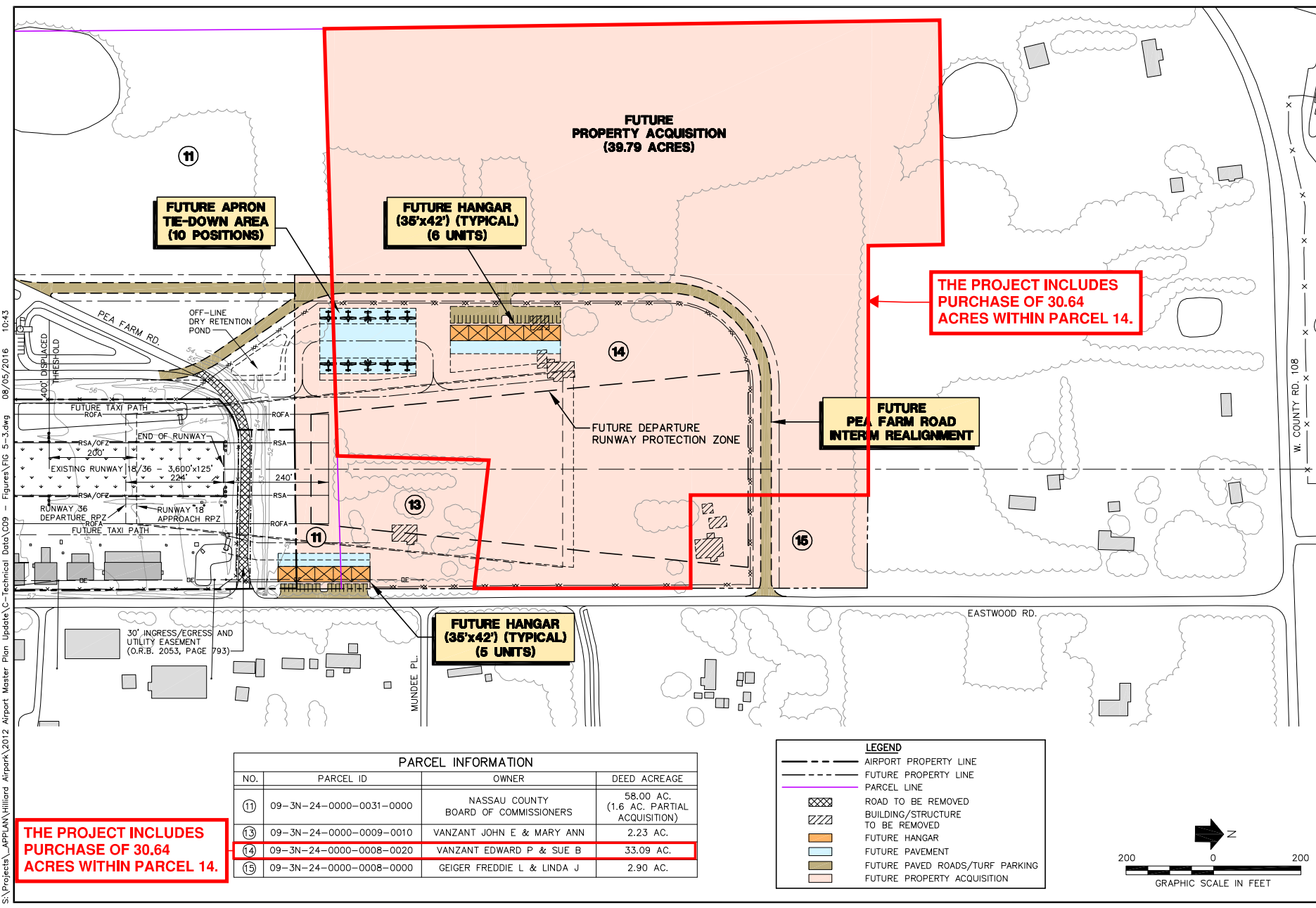
TOTAL COST (AIP Eligible)	FAA AIP SHARE	STATE SHARE	SPONSOR SHARE
\$ 666,667	\$ 600,000	\$ 66,667	\$ -

**PROJECT COST INFORMATION**

**TYPE OF FUNDING PROPOSED (FAA AIP Share Only)**

Fund Type	Funds Available	Funds to be Used	Funds Remaining
AIP NP FY2021	\$ 150,000	\$ 150,000	\$ -
AIP NP FY2022	\$ 150,000	\$ 150,000	\$ -
AIP NP FY2023	\$ 150,000	\$ 150,000	\$ -
AIP NP FY2024	\$ 150,000	\$ 150,000	\$ -
<b>TOTAL</b>	<b>\$ 600,000</b>	<b>\$ 600,000</b>	<b>\$ -</b>

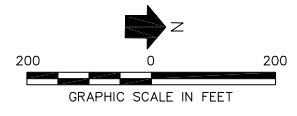
# PROJECT SKETCH



PARCEL INFORMATION			
NO.	PARCEL ID	OWNER	DEED ACREAGE
11	09-3N-24-0000-0031-0000	NASSAU COUNTY BOARD OF COMMISSIONERS	58.00 AC. (1.6 AC. PARTIAL ACQUISITION)
13	09-3N-24-0000-0009-0010	VANZANT JOHN E & MARY ANN	2.23 AC.
14	09-3N-24-0000-0008-0020	VANZANT EDWARD P & SUE B	33.09 AC.
15	09-3N-24-0000-0008-0000	GEIGER FREDDIE L & LINDA J	2.90 AC.

**LEGEND**

- AIRPORT PROPERTY LINE
- - - FUTURE PROPERTY LINE
- PARCEL LINE
- XXXX ROAD TO BE REMOVED
- XXXX BUILDING/STRUCTURE TO BE REMOVED
- FUTURE HANGAR
- FUTURE PAVEMENT
- FUTURE PAVED ROADS/TURF PARKING
- FUTURE PROPERTY ACQUISITION



S:\Projects\APP\Hilliar Airpark\2012 Airport Master Plan Update\C-Technical Data\CO9 - Figures\FIG 5-3.dwg 08/05/2016 10:43



# PROJECT SCHEDULE

**HILLIARD AIRPARK – 01J****Land Acquisition****PROPOSED PROJECT SCHEDULE**

<b><u>Proposed Project Schedule:</u></b>	<b><u>Dates:</u></b>
Selection of Consultant	March 2022
Pre-application Submittal to FAA ADO Planner	February 2024
Grant Application Submittal to FAA ADO Engineer	June 2024
Grant Offer	August 2024
Execution of FAA Grant	September 2024
Project Close-Out	December 2026

# ENVIRONMENTAL ASSESSMENT



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Department of Transportation  
Federal Aviation Administration  
Orlando Airports District Office  
Orlando, Florida

# **FINDING OF NO SIGNIFICANT IMPACT AND RECORD OF DECISION**

**Environmental Assessment for the  
Acquisition of Land, Relocation of Pea Farm Road,  
and Relocation of Runway 18 Threshold**

Hilliard Airpark  
Hilliard, Florida

June 26, 2019

**BACKGROUND:** The Hilliard Airpark is located in the Town of Hilliard, Nassau County, Florida, approximately 30 miles northwest of Jacksonville. The airport is owned and operated by the Town of Hilliard (also referred to as the Airport Sponsor). The airport is located on a small strip of land and has a single turf runway (Runway 18-36) that is 3,600 feet long and 125 feet wide.

Hilliard Airpark is a public-use airport supports general aviation activity and is classified as a Local General Aviation airport in the Federal Aviation Administration's National Plan of Integrated Airport Systems (NPIAS). The FAA's Terminal Area Forecast estimated that the airport had approximately 5,000 annual aircraft operations in 2017.

The Town of Hilliard has proposed improvements to the Hilliard Airpark to meet applicable FAA runway design standards, remove close-in airspace obstructions, and meet Runway Protection Zones (RPZ) land use compatibility guidelines. Because the proposed airport improvements require federal action, an Environmental Assessment (EA) was prepared for the FAA's use in complying with the requirements of the *National Environmental Policy Act of 1969* (NEPA). The EA was also prepared in accordance with Council on Environmental Quality (CEQ) regulations that implement NEPA; FAA Order 5050.4B, *NEPA Implementing Instructions for Airport Actions*; and FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*.

This Finding of No Significant Impact (FONSI) and Record of Decision (ROD) provides the FAA's environmental determination and approval for agency actions that are necessary to implement the proposed project at the Hilliard Airpark. This FONSI/ROD is based on information and analyses contained in the attached *Environmental Assessment for the Acquisition of Land, Relocation of Pea Farm Road, and Relocation of Runway 18 Threshold*, which is incorporated by reference, and other related documents available to the agency. The ROD is issued in accordance with CEQ regulations at 40 CFR §1505.2.

**PROPOSED ACTION:** The proposed action includes the following elements:

- Acquisition of approximately 5.4 acres of private property on the south end of the airport to place the entire Runway 36 Approach RPZ under airport ownership and control and part of the Departure RPZ under an aviation easement.
- Acquisition of approximately 39.6 acres of property on the north end of the airport to place the Runway 18 RPZ under airport ownership and control. Overall, this includes fee simple acquisition of a 1.6-acre parcel of publicly-owned land and 38.22 acres of privately-owned property.

- Relocate a section of Pea Farm Road approximately 1,195 feet to the north, out of the Runway 18 RPZ. This includes road construction (base, pavement, and markings), relocation of utilities, and drainage improvements.
- Remove structures and clear most vegetation on the acquired property. Cleared portions of land would be maintained as grassed field and mowed regularly.
- Relocate the Runway 36 displaced threshold<sup>1</sup> approximately 120 feet to the south. This would reduce the length of the threshold displacement from 730 feet to 610 feet, which would make an additional 120 feet of the runway available for landings. This includes relocation of ground-mounted displaced threshold lights.
- Remove the 400-foot Runway 18 displaced threshold. This includes relocation of ground-mounted threshold lights and modifying runway end markings. This would make the northern 400 feet of the runway available for landings.
- Installation of airfield security perimeter fencing around the newly acquired land. The new sections of fence would tie into existing airfield perimeter fencing.

**PURPOSE AND NEED:** The purpose of the proposed action is to enhance safety at the Hilliard Airpark by: 1) meeting runway design standards, 2) complying with FAA guidance on incompatible land uses within RPZs, and 3) reducing the number of penetrations to navigable airspace (e.g., runway approach surfaces). Correcting these issues will also allow the Airport Sponsor to improve the utility of the turf runway by reducing the length of the Runway 36 displaced threshold and eliminate the Runway 18 displaced threshold. The need for the Proposed Action is summarized below.

Acquire Property for Runway Protection Zones – Runway Protection Zones enhance the protection of people and property on the ground near each end of the runway. FAA Advisory Circular 150/5300-13A, *Airport Design*, states that this is best achieved through airport owner control of RPZs and maintaining the RPZs clear of incompatible objects and activities. The Advisory Circular states that control is preferably exercised through the acquisition of sufficient property interest and recommends that RPZs be cleared of all above ground objects, where

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<sup>1</sup> A displaced threshold is a threshold located at a point on the runway other than the designated beginning of the runway. Displacement of a threshold reduces the length of runway available for landings. The portion of runway behind a displaced threshold is available for takeoffs in either direction and landings from the opposite direction. Runway thresholds are displaced when clearance is required over an obstacle for aircraft landings or to meet other airport design standards.

practicable. FAA interim guidance on land use compatibility with RPZs<sup>2</sup> identifies land uses considered to be incompatible within an RPZ. This includes, but is not limited to, buildings, structures, and public roads.

The City does not own all of the land within the Runway 18/36 RPZs. The land to be acquired is presently contains commercial and residential land uses. The proposed action and prevent future development within the RPZs.

Acquire Property for Relocation of Pea Farm Road – Section 5 of the EA describes the north end of the runway as being located within 16 feet of the airfield security fence, which is runs along the Pea Farm Road right-of-way. The section of road, at its present location, does not provide adequate approach surface clearance to the end of the runway. The section of road is also within the Runway Safety Area and Runway Object Free Area, both of which are critical safety components of the runway environment and preclude public roads.

The EA discusses the need to enhance safety by relocating a section of Pea Farm Road away from the airport and the runway. Relocation of the road would: 1) remove the road and its drainage ditches from the Runway Safety Area and Runway Object Free Area, 2) eliminate the need for the 400-foot Runway 18 displaced threshold, 3) eliminate or mitigate Declared Distances for Runway 36 departures, and remove incompatible residential and commercial land use from the Runway 18 RPZ.

Acquire Property for Obstruction Removal – The EA discusses the need to enhance safety at the airport by removing obstructions to navigable airspace. This includes relocating a section of Pea Farm Road; relocating sections of the airfield perimeter fence; and cutting trees on acquired property, both north and south of the runway. This enhances safety and improves the utility of the runway.

**ESTIMATED TIMEFRAME:** Preparations for acquiring land and implementing other elements of the proposed action are expected to begin in late 2019. The schedule for completion of the proposed action is dependent on and would be influenced by the availability of state and federal funding assistance, as well as the process of the City acquiring land.

**ALTERNATIVES:** In addition to the proposed action, two alternatives were examined in Section 6 of the EA. Alternative 1 would close the airport and aircraft operators would use other airports in the area. The nearest public-use airport to the Town of Hilliard is the Fernandina Beach Municipal Airport, which is located approximately 23 nautical miles southeast of the Hilliard Airpark. Alternative 1 would not meet the purpose of and need for the proposed project and was

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<sup>2</sup> "Interim Guidance on Land Uses Within a Runway Protection Zone". Office of Airports Memorandum. Federal Aviation Administration. September 27, 2012.

eliminated from further review in the EA. The Proposed Action (Alternative 2) was evaluated for comparative purposes. Alternative 2 would meet the purpose of and need for the proposed action. The analysis also considered environmental impacts on DOT Act Section 4(f) resources, biological resources, floodplains, historic resources, wetlands and water resources. Based on the aforementioned screening criteria, none of the impacts would be significant.

Under the No-Action Alternative, the Hilliard Airpark would continue to operate with the limitations and deficiencies described in Section 5 of the EA. In accordance with NEPA and CEQ regulations, the No-Action Alternative was retained for analysis in the EA for comparative purposes.

**FEDERAL ACTIONS:** The Hilliard Airpark Airport Layout Plan (ALP) identifies the proposed acquisition of land, relocation of a portion of Pea Farm Road, and other elements of the Proposed Action. The requested federal action includes:

Unconditional approval of portions of the Hilliard Airpark ALP that depicts the Proposed Action pursuant to 49 U.S.C. Sections 40103(b), 44718, and Title 14 CFR Parts 77 and 157; and a NEPA determination.

Determining eligibility for federal assistance under the federal grant-in-aid program authorized by the *Airport and Airway Improvement Act of 1982*, as amended (49 U.S.C. § 47101, et. seq.) and processing applications for federal assistance for eligible components of the Proposed Action using federal funds from the Airport Improvement Program

**ENVIRONMENTAL IMPACTS:** As documented in the attached EA, the Proposed Action and the No-Action Alternative were evaluated for potential impacts on the environmental resource categories identified in FAA Order 1050.1F. The Affected Environment and Environmental Consequences sections of the EA (Sections 7 and 8, respectively) provide a description of existing conditions and an analysis of direct, indirect, and cumulative impacts associated with the Proposed Action and the No-Action Alternative.

Under the No-Action Alternative, the proposed acquisition of land, relocation of Pea Farm Road, land clearing, and modifying runway displaced thresholds would not occur and there would be no associated environmental impact. Impacts associated with the proposed action are discussed below.

**Air Quality** – The proposed action is located in area designated as “attainment” for all of the National Ambient Air Quality Standards (NAAQS) and is not subject to the requirements of a State Implementation Plan (SIP). Other than minor and temporary emissions during construction, the proposed action would not increase air emissions at the airport. There would be no substantial change in the number and types of aircraft (and vehicles) utilizing the airport.



As discussed in Section 8(1), construction of the proposed action would result in temporary emissions from construction equipment and materials. These emissions can be minimized through the implementation of *Standards for Specifying Construction of Airports* (FAA AC 150/5370-10G) and other commonly-accepted Best Management Practices for construction projects.

Other proposed airport development actions at the airport and other non-airport projects in the area may generate increased air emissions. Considering ambient air quality conditions, significant cumulative air quality impacts are not anticipated. As such, the project action would not cause pollutant concentrations to exceed one or more of the NAAQS. The proposed action would not result in significant air quality impacts.

**Biological Resources** – The proposed action area includes approximately 69 acres of land comprised of the following types of land cover: Residential, Religious, Other Open Lands (rural), Forest Regeneration Area, Reservoirs (less than 10 acres), Mixed Wetland Hardwoods, and Disturbed Lands.

No Critical Habitat or Essential Fish Habitat would be affected. The proposed action “may affect, but not likely adversely affect” the Eastern indigo snake and the wood stork. To minimize effects on the Eastern indigo snake, the Airport Sponsor will implement the US Fish and Wildlife Service’s (USFWS) *Standard Protection Measures for the Eastern Indigo Snake*. To minimize effects on the wood stork, wetland impacts (wetland clearing) will be mitigated through the purchase of credits through local mitigation banks. In accordance with consultation requirements under Section 7 of the *Endangered Species Act*, consultation with the USFWS was undertaken. The USFWS concurred with the effect determinations.

The project site contains marginally suitable habitat for the state-listed gopher tortoise, Florida burrowing owl, Florida pine snake, and Sherman’s fox squirrel. The proposed action would not affect these species. Suitable habitat for the southeastern American kestrel is present within the project site; however, no nests or individuals were observed during a field review. Prior to land clearing and construction activities, surveys of appropriate habitats will be conducted for the presence of the southeastern American kestrel. If any individuals or nests are observed, coordination with FWC will be implemented. No bald eagle nests are documented within one mile of the airport.

The proposed action would not result in significant impacts to biological resources, listed species, or designated critical habitat.

**Climate** – Greenhouse gas (GHG) emissions associated with land clearing activities and construction of a relocated section of Pea Farm Road are expected

minor and temporary. The project would not substantially increase the number of aircraft operations or alter the types of aircraft that use the airport. Therefore, any change in aviation-related GHG emissions is expected to be minimal. The proposed action would not result in significant climate or climate change impacts.

**Coastal Resources** – Nassau County is subject to the Florida Coastal Management Program (FCMP). The project would not directly or indirectly affect coastal resources, including resources managed under the Coastal Barrier Resources System. Coordination with the Florida State Clearinghouse and state agencies shows the proposed action is consistent with the Florida Coastal Management Program. The proposed action would not significantly impact coastal resources.

**DOT ACT Section 4(f) Resources** – The proposed action will not directly or indirectly affect any publicly-owned parks; recreation areas; or wildlife and waterfowl refuge of national, state, or local significance; and publicly or privately owned land from an historic site of national, state, or local significance. Therefore, the proposed action would not significantly impact Section 4(f) resources.

**Farmlands** – The proposed action would not affect any prime, unique, or statewide and locally important farmland soils. The proposed action would not have a significant impact on farmland.

**Hazardous Materials, Solid Waste, and Pollution Prevention** – A comprehensive environmental database search and site reconnaissance was conducted to identify known hazardous waste and/or petroleum sites associated with the proposed action site. The database search revealed no sites with environmental concerns with the proposed action site. The Proposed Project would not alter existing hazardous materials/waste generation, storage, or transport practices at the airport, nor would it produce appreciably different quantities compared to present conditions. No significant impacts related to hazardous materials, solid wastes, and pollution are anticipated.

**Historical, Architectural, Archeological and Cultural Resources** – To address effects of the Proposed Action on historic architectural, archaeological, and cultural resources, the FAA identified an Area of Potential Effect (APE). Because the Proposed Action would not increase the amount of activity at the airport or alter flight profiles and paths, indirect effects are not anticipated. Therefore, the APE conformed to the land that would be acquired for the RPZs and county-owned property on which relocated sections of Pea Farm Road would be constructed.

A Phase IA Cultural Resource Reconnaissance Survey was conducted to identify previously recorded cultural resources within the APE and to identify the potential for encountering unrecorded cultural resources. The Florida Master Site File and literature research found no recorded resources within the APE.

The FAA notified the Florida State Historic Preservation Officer (SHPO), Miccosukee Tribe of Indians of Florida, the Seminole Tribe of Florida, and the Porch Band of Creek Indians that an Environmental Assessment was being prepared and to requested information and input. Upon request, the Town of Hilliard's consultant provided a copy of the Phase IA Cultural Resource Reconnaissance Survey report to the SHPO and the Seminole Tribe of Florida. The SHPO and Seminole Tribe of Florida requested that a Phase I Cultural Resource Assessment Survey (CRAS) be prepared and that Section 106 consultation be initiated by the FAA. However, several landowners denied the Town access to their property, which prevented completion of required field investigations and the preparation of a CRAS.

Pursuant to Section 106 of the *National Historic Preservation Act* and its implementing regulations at 36 CFR 800, the FAA initiated consultation with the SHPO and Seminole Tribe of Florida. The FAA provided both parties information on the proposed undertaking, the APE, and recorded resources in the APE. Without the CRAS, however, the FAA cannot make a fully-informed determination as to the effect of the undertaking on historic, archaeological, cultural resources in the APE. This presents an impediment to completing the FAA's consultations with the SHPO and the Seminole Tribe of Florida.

To address this issue, the FAA proposed to the SHPO and Seminole Tribe of Florida that the agency complete its NEPA environmental review process, which would allow the Town to acquire the properties and prepare a CRAS. This, in turn, would allow completion of the Section 106 consultation process. As documented in Section 8(8)(b) of the EA, the SHPO and Seminole Tribe of Florida both concurred with FAA's proposed plan.

The plan includes the following:

1. The Town of Hilliard will finalize the EA, which will describe the status of Section 106 consultation and information known at the time.
2. Because it appears at this time that the Proposed Action is not likely to significantly affect the quality of the human environment, the FAA will prepare a Draft FONSI/ROD that includes a condition prohibiting the Town of Hilliard from altering the acquired properties until Section 106 consultation is complete. The FAA will provide the draft language for this condition to the Division of Historical Resources and the Seminole Tribe of Florida for review and comment.
3. Once the Final EA is completed, the FAA will provide the Division of Historical Resources and the Seminole Tribe of Florida an electronic copy of the Final EA and, provided that a FONSI/ROD is supported by the Final Environmental Assessment, an electronic copy of the FONSI/ ROD.

4. When the Town completes acquisition of all parcels, the FAA will continue and complete Section 106 consultation. This will include re-validation of the APE and coordination related to the preparation of the CRAS.

As prescribed by the plan, the FAA provided the SHPO and Seminole Tribe of Florida with a draft of the language contained in this section for review.

Based on the plan to continue Section 106 consultation after all properties are acquired by the Town of Hilliard, the FAA's NEPA approvals contained in this FONSI/ROD are conditioned on the following:

- The Town of Hilliard shall make it a priority to acquire all parcels of property necessary to implement the Proposed Action. The Town shall provide quarterly updates to the FAA on the status and progress of the subject land acquisition program.
- The acquired property will not be altered until the FAA informs the Town that the Section 106 consultation process is complete. Alteration includes, but is not limited to, land clearing, excavation, removal or modification of structures, demolition, or other actions that would result in a physical alteration to structures and improvements or disturb the land surface and underlying soils. The Town shall also take necessary actions to maintain the property and secure the structures and improvements on the property. This may include, but is not limited to, routine mowing and trimming, controlling access, and security patrols.
- When all of the property is acquired, the Town will engage a consultant to conduct field investigations and prepare a Phase 1 CRAS. When the CRAS is complete, the FAA will continue Section 106 consultation with the SHPO and the Seminole Tribe of Florida. If determined to be necessary by the FAA, the Town and its consultant shall provide additional technical support and/or conduct additional investigation to complete Section 106 consultation.

Upon completion of the Section 106 consultation process, the Town and its contractors will be required to comply with the following condition when working on the property:

If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Division of Historic Resources, Compliance Review

Section at (850) 245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S.

Based on the information contained in the EA and its supporting documentation, the FAA does not anticipate a significant impact on historic architectural, archaeological, and cultural resources.

The FAA will amend this FONSI/ROD once Section 106 consultation is complete. If it is found that adverse effects would occur, but could not be mitigated, the FAA will make a determination on the level of impact and whether an Environmental Impact Statement should be prepared.

**Land Use** – The Proposed Action would require the acquisition of approximately 38.2 acres of residential property, 1.6 acres of public property, and a portion of 6.21 acres of property owned by a religious institution. The acquired property would be rezoned to transportation use, which would require updates to local zoning and land use maps and plans. Minor indirect impacts associated with the Proposed Action would have negligible effects on other land uses in the vicinity of the airport. No significant land use impacts would occur if the proposed action was implemented.

**Natural Resources and Energy Supply** – Land clearing and construction activities associated with the Proposed Action will have a minor and temporary increase in local use of gasoline and diesel fuel. The proposed modifications to displaced runway thresholds would not substantially increase aviation activity and fuel consumption at the airport. Construction of the relocated section of Pea Farm Road will use common road building materials (e.g., compacted soil, crushed rock, and asphalt) associated with aircraft apron, parking lot, FBO building, and hangar building construction. Significant impacts on natural resources and energy supplies would not occur.

**Noise and Compatible Land Use** – The Proposed Action would not allow larger aircraft, including turbine-powered aircraft, to use the airport. The airport and its turf runway would continue to serve small aircraft. Likewise, the Proposed Action is not expected to increase aircraft activity at the airport. The proposed modifications to displaced runway thresholds would slightly alter approach and departure profiles at the airport, but would not substantially alter aircraft noise at or in the vicinity of the airport. Overall, the Proposed Action would not result in a noticeable change in the noise environment. Significant noise impacts would not occur if the proposed action was implemented.

**Socioeconomics, Environmental Justice, And Children’s Environmental Health and Safety Risks** – The Proposed Action would result in the relocation of three residences. The acquisition of property from the religious institution is not anticipated to involve improved portions of the land or any structures. Land acquisition and relocation would be conducted in accordance with the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970* (as amended); FAA Order 5100.37B, *Land Acquisition and Relocation Assistance for Airport Projects*; and FAA Advisory Circular 150/5100-17, *Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects*. Sufficient relocation housing is available in the Town of Hilliard and the surrounding area. No significant socioeconomic impacts are expected.

The Proposed Project would not increase vehicular traffic and would not alter traffic patterns in the vicinity of the airport. No significant traffic impacts would occur.

Census tract data shows some minority and low income populations in the vicinity of the airport. Because the project would have negligible to minor direct and indirect impacts (e.g., noise, air quality, water quality), disproportionately high and adverse environmental effects on minority and low-income populations would not occur. The project site is not located adjacent to any schools, daycare facilities, parks, or children’s health clinics. The project will not increase the safety risks or result in environmental health risks for children. No significant Environmental Justice and children’s health and safety risk impacts are expected.

Other past, present, and reasonably foreseeable development projects in the vicinity of the airport have little potential to generate extensive residential and business relocations, alter or degrade local transportation patterns, or disrupt established or planned communities. The limited socioeconomic, environmental justice, and children’s health impacts of the proposed action, when considered in addition to those associated with other development projects, is not expected to lead to significant cumulative impacts.

**Visual Effects Including Light Emissions** – The demolition of three residences structures and a church, clearing of land within the RPZs, relocation of threshold lights, and relocation of a section of roadway would have a minor effect on the visual character of the area. Some trees and vegetation outside of the RPZs could remain in place and the cleared areas within the RPZs would be maintained as grassed fields. The Proposed Action would relocate some existing lights on the airfield and along Pea Farm Road and install relatively few new lights. The relocated and new airfield lights would primarily be ground-mounted runway edge lights that would not cause a noticeable change in lighting or be an annoyance to residential areas in the vicinity of the airport. No significant visual or lighting impacts would occur.

## Water Resources

**Wetlands** – The proposed action would impact approximately 1.8 acres of wetlands within the RPZ. The impacts may result from cutting trees within the wetland located within the RPZ, filling the 1.8 acres of wetland, or a combination of tree cutting and clearing. Mitigation for unavoidable wetland impacts is proposed to be accomplished through the purchase of credits in one of two available mitigation banks in Nassau County. A formal jurisdictional determination, wetland avoidance and minimization analysis, and mitigation plan would be developed during the joint state and federal permitting process. Because mitigation measures are available, no significant wetland impacts are anticipated.

**Floodplains** – Although regulatory (100 year) floodplains are located on property to be acquired, the Proposed Action would not encroach upon or alter the floodplain. No significant floodplain impacts would occur. A public notice offered the public an opportunity to review and comment on potential floodplain impacts, or lack thereof. No floodplain-related comments were received.

**Surface Waters and Groundwater** – Storm water discharge at the airport and on the relocated section of Pea Farm Road would be the same as current conditions. Storm water discharge on the acquired land would be slightly reduced with the removal of structures and improvements. With the exception of swales along the new section of Pea Farm Road, storm water will be attenuated and treated through existing drainage systems.

Commonly-accepted measures to minimize erosion and sedimentation and maintain water quality throughout land clearing and road construction activities are available and would be required in the project's construction plans and specifications. Measures outlined in FAA Advisory Circular 150/5370.10H, *Standards for Specifying the Construction of Airports*, would also be implemented to minimize the potential for water quality impacts. Prior to construction, the contractor will be required to obtain and comply with the conditions contained in the state-issued National Pollutant Discharge Elimination System (NPDES) permit for discharges from construction activities.

The Proposed Action will not introduce any different activities or hazardous materials that would affect water quality. No significant surface water or groundwater impacts are anticipated.

**Drinking Water Supplies** – The proposed action would not increase activity at the airport and would not affect a public drinking water infrastructure or supplies.

**Wild and Scenic Rivers** – The proposed action will not affect Wild and Scenic Rivers or river segments included in the National Rivers Inventory.

**Cumulative Impacts** – The EA considered the proposed action in addition to past, present, and reasonably foreseeable future on-airport and off-airport actions. The EA identified recent projects, current airport projects, and planned projects – both on the airport and in the immediate vicinity of the airport. Overall, the projects would occur within existing road right-of-ways and significant impacts are not anticipated. The identified projects are anticipated to include federal and/or state funding or approvals, which require the assessment of environmental impacts and, when required, mitigation measures. The proposed action would have no significant impact. The proposed action, when considered in addition to cumulative on- and off-airport projects, is not expected to exceed any threshold that would indicate a significant impact.

#### **OTHER FEDERAL, STATE AND LOCAL ACTIONS AND PERMITS:**

The Town of Hilliard is required to obtain or conduct the following:

- Environmental Resource Permit (ERP) from the St. Johns River Water Management District for storm water management system improvements and wetland impacts.
- Section 404 permit from the US Army Corps of Engineers for unavoidable impacts to Waters of the United States, including wetlands.
- Complete biological field reviews and conduct preconstruction surveys for the gopher tortoise, Florida burrowing owl, Southeastern American kestrel, and bald eagle. Implement conservation measures for the Eastern indigo snake and Florida black bear.
- Any applicable local land clearing, development, or construction permits.
- An NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities.
- When all of the property is acquired, prepare a Cultural Resource Assessment Survey and support FAA's completion of Section 106 consultation.

**CONSISTENCY WITH APPROVED PLANS OR LAWS:** The proposed action is consistent with the current Airport Master Plan. The proposed action is consistent with environmental plans, laws, and administrative environmental determinations of federal, state, regional, or local agencies. The project would require land use or



zoning changes, but is anticipated the changes would not conflict with local land use and comprehensive plans.

**MITIGATION MEASURES:** The Proposed Action would not cause significant environmental impacts that require mitigation. However, other regulatory programs applicable to the Proposed Action require the Town of Hilliard to provide mitigation and implement protective measures. As discussed in the EA, the Town of Hilliard will be responsible for implementing the following mitigation measures:

- Mitigation for unavoidable wetland impacts through the purchase of credits from a local mitigation bank(s).
- Conduct land acquisition and relocation activities in accordance with the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970* and FAA implementing policies and guidance.
- Any avoidance, preservation, and/or mitigation measures identified and agreed upon by the consulting parties during completion of the Section 106 consultation process for historic, archaeological, and cultural resources. The Town of Hilliard and project contractors are also required to comply with the condition cited in Section 8(8) of the EA and in this FONSI/ROD regarding unanticipated discoveries during construction.

**PUBLIC INVOLVEMENT:** Early coordination was conducted with select federal, state, and local agencies at the outset of the study to gather information and identify issues of concern relative to the proposed action.

The Draft EA was made available for agency and public review. The Notice of Availability of the Draft EA was published in the Nassau County Record, a local newspaper of general circulation, on May 24, 2018. The Draft EA was available for review at Hilliard Town Hall and the Hilliard Branch Library. No public comments were received during the 30-day comment period. No requests for a Public Hearing were received.

**FEDERAL FINDING OF NO SIGNIFICANT IMPACT:** I have carefully and thoroughly considered the facts contained in the attached Environmental Assessment (EA). Based on my independent review, I find the EA is consistent with FAA's regulations and is consistent with the Council on Environmental Quality's regulations implementing the *National Environmental Policy Act (NEPA)* (40 CFR Part 1500) as well as FAA's Orders 1050.1F and 5050.4B for implementing the procedural provisions of NEPA. Consequently, I find the proposed Federal action will not significantly affect the quality of the human environment or include any condition requiring any consultation pursuant to section 102(2) (C) of NEPA. As a result, the FAA issues this Finding of No Significant Impact, determining that an Environmental Impact Statement for this action is not necessary.

APPROVED:   
Bart Vernace, Manager, Orlando Airports District Office

DATE: 6/26/2019

DISAPPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

## RECORD OF DECISION AND ORDER

I have carefully considered the FAA's statutory mandate to ensure the safe and efficient use of the national airspace system as well as the other aeronautical goals and objectives discussed in the EA. My review of the EA and determination regarding issuance of the FONSI included evaluation of the purpose and need that this proposed action would serve, the alternate means of achieving the purpose and need, the environmental impacts associated with these alternatives, and any mitigation necessary to preserve and enhance the human, cultural, and natural environment. My review also considered FAA's plan to complete Section 106 consultation with the Florida State Historic Preservation Officer and the Seminole Tribe of Florida and the conditions prescribed in the Historical, Architectural, Archeological, and Cultural Resources section of the FONSI related to the Town of Hilliard's acquisition of property, preparation of a Cultural Resource Assessment Survey, and unexpected discoveries.

Under the authority delegated to me by the FAA Administrator, I find the proposed action described in the EA is reasonably supported. I, therefore, direct that action be taken to carry forward the necessary agency actions discussed in the EA and in the attached FONSI. This Record of Decision (ROD) represents the FAA's final decision and approval for the actions identified in the EA and constitutes a final order of the FAA Administrator subject to review by the Courts of Appeal of the United States in accordance with the provisions of 49 U.S.C. 46110. Any party seeking to stay implementation of the ROD must file an application with the FAA prior to seeking judicial relief as provided in Rule 18(a) of the Federal Rules of Appellate Procedure.

APPROVED:   
Bart Vernace, Manager, Orlando Airports District Office

DATE: 6/26/2019

DISAPPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

**CERTIFICATE OF TITLE AND  
EXHIBIT "C" – TITLE OPINION**

**CERTIFICATE OF TITLE  
FAA Southern Region**

To: Manager, Airports Division

Subject: Hilliard Airpark

AIP Project No. 03-12-0099-014-2024

This certification is made to satisfy (check **both** if applicable):

- Part II Section C.10 of the Grant Application (FAA Form 5100-100) for existing airport property**
- Grant conditions relative to satisfactory title evidence for land being acquired under this project**

The Town of Hilliard (hereinafter referred to as the "Sponsor"), pursuant to Section 47105(d) of the Federal Aviation Administration Authorization Act of 1994 (and amendments), hereby certifies that satisfactory property interest to the land indicated herein is vested in the Sponsor, as required by obligations of the referenced Grant Agreement with the Federal Aviation Administration.

The Sponsor hereby certifies that it holds the quality of title described below, as of the date of the attorney's title opinion on which this certification is based.

<b>Parcel Number (Per Exhibit A)</b>	<b>Quality of Interest (Fee, Easement*, etc.,)</b>
Parcel A – see attached legal description	Fee Simple
Parcel B – see attached legal description	Fee Simple
Parcel C – see attached legal description	Fee Simple
Parcel D – see attached legal description	Fee Simple
Parcel E – see attached legal description	Exception to Ownership, carved out of Parcel D
Parcel F – see attached legal description	Easement
Portion of Runway 36 RPZ	Fee Simple
Drainage Easement Part A – see attached legal description	Easement
Drainage Easement Part B – see attached legal description	Easement
Ingress, Egress and Utility Easement – see attached legal description	Easement

Parcels must be listed. Avoid simply referencing the Exhibit A Property Map. Attach additional sheets as necessary.

\*The Sponsor certifies that grantors of easements constitute all of the owners of the land affected by such easements, and they had such quality of title in and to such land as to enable them to convey the interest purported to be conveyed in and by the easements

granted. No other interests or rights exist which are incompatible with or would interfere with the exercise and enjoyment by the Sponsor of the rights and interests conveyed. ITEM-4

Sponsor hereby certifies that the Sponsor or the Sponsor's attorney have reviewed, evaluated and subordinated to airport use where necessary, all encumbrances and that no outstanding encumbrances exist which might affect the maintenance, operation, or development of the airport.

Sponsor further certifies that if defects in the title require correction after acceptance of this Certificate of Title by the FAA, the Sponsor accepts full responsibility for clearing such defects, encumbrances, or exceptions at its own expense.

This Certificate of Title is based upon a current title opinion dated June 16, 2021 by the sponsor's attorney Christian W. Waugh. (name of attorney).

Sponsor certifies that the title opinion referenced above corresponds with the "Exhibit A" airport property map dated August 2016, AIP project number 03-12-0099-007-2012. Although specific title evidence documents are not submitted herewith, copies of deeds and other appropriate evidence of title for the land are on file with the Sponsor and are available for inspection by the FAA.

It is understood that the FAA reserves the right to require additional information at any time.

Town of Hilliard  
Name of Sponsor

Agreement

\_\_\_\_\_  
Signature and Title of Sponsor Official Authorized to Sign Grant

\_\_\_\_\_  
Date

Parcel A

A parcel of land being a portion of Lot 3, Section 16, Township 3 North, Range 24 East, Joseph R. Dunn's Fruit and Truck Farm, according to the plat thereof recorded in Plat Book B-10, Page 48, of the public records of Nassau County, Florida, being more particularly described as follows:

For a point of reference, Commence at the Northeast corner of said Section 16; Thence South 89 deg 19 min 07 sec West, along the North line of said Section 16 and along the North line of said Lot 1, a distance of 24.76 feet to a point on the Westerly Right of Way line of Eastwood Road (a 66.00 foot right of way as now established); thence South 03 deg 30 min 10 sec East, along said Westerly right of way line, a distance of 906.77 feet to the Southeast corner of those lands described in Deed recorded in Official Records Book 75, Page 162 of said public records; thence South 86 deg 29 min 50 sec West, along the South line of said lands, a distance of 110.17 feet, to the POINT OF BEGINNING; Thence continue South 86 deg 29 min 50 sec West, along said line, a distance of 450.50 feet to a point; thence South 00 deg 47 min 47 sec East, a distance of 75.96 feet to a point on the South line of the aforementioned Lot 3; thence North 89 deg 33 min 19 sec East, along said South line, a distance of 450.01 feet to a point; Thence North 00 deg 47 min 47 sec West, a distance of 99.99 feet to the Point of Beginning, Containing 0.91 acres, more or less.

Parcel B

A parcel of land being a portion of Lots 1 and 2, Section 16, Township 3 North, Range 24 East, Joseph R. Dunn's Fruit and Truck Farm, according to the plat thereof recorded in Plat Book B-10, Page 48, of the public records of Nassau County, Florida, being more particularly described as follows:

For a point of reference, Commence at the Northeast corner of said Section 16; Thence South 89 deg 19 min 07 sec West, along the North line of said Section 16 and along the North line of said Lot 1, a distance of 24.76 feet to a point on the Westerly Right of Way line of Eastwood Road (a 66.00 foot right of way as now established); thence continue South 89 deg 19 min 07 sec West, along said North line, a distance of 67.23 feet to the POINT OF BEGINNING; Thence continue South 89 deg 19 min 07 sec West, a distance of 450.00 feet to a point; thence South 00 deg 47 min 47 sec East, a distance of 662.56 feet to a point on the North line of those lands described in Deed recorded in Official Records Book 757, Page 162 of said public records; thence North 86 deg 29 min 50 sec East, along said North line, a distance of 450.50 feet to a point; thence North 00 deg 47 min 47 sec West, a distance of 640.38 feet to the Point of Beginning. Containing 6.73 acres, more or less.

Parcel C

DESCRIPTION: Official Records Book 869 Page 590

Lot 4, in Section 16, Township 3 North, Range 24 East, Joseph R. Dunn's Fruit and Truck Farm according to the plat thereof as recorded in Plat Book B-10, Page 48, LESS and EXCEPT Right of Way to Nassau County as recorded in Deed Book 172, Page 22, all recorded in the public records of Nassau County, Florida.

Parcel D

DESCRIPTION: Official Records Book 90, Page 97

The Easterly 400 feet of the East Half of the Southeast Quarter (E½ of SE¼) of Section 9, Township 3 North, Range 24 East, EXCEPTING THEREFROM the Northerly 100 feet and the Southerly 40 feet of said described property.

Parcel E

EXCEPTION: DESCRIPTION: Official Records Book 177, Page 256

That part of the Easterly 400 feet of the East Half of the Southeast Quarter (E½ of SE¼) of Section 9, Township 3 North, Range 24 East, EXCEPTING THEREFROM the Northerly 100 feet and the Southerly 40 feet of said described property.

Lying within 33 feet of the following described survey line, to wit:

For a point of reference commence at the Northeast corner of Section 9, Township 3 North, Range 24 East, and run South 1 deg 29 min 10 sec East, a distance of 648.70 feet to a point on the Southerly right of way line of State Road No. S-108 ( a 66 foot right of way) for the POINT OF BEGINNING; From the Point of Beginning thus described run thence South 1 deg 13 min 05 sec East, a distance of 4,646.57 feet to an angle point; run thence South 4 deg 00 min 25 sec East, a distance of 3,089.03 feet to a point on the Northeasterly right of way line of U.S. Highway No. 1 (a 150 foot right of way) and the point of termination, all lying within a portion of Section 9, 10, 15 and 16, Township 3 North, Range 24 East, Nassau County, Florida.

Parcel F

DESCRIPTION: Official Records Book 757, Page 166

A portion of Lots 2 and 3, Joseph R. Dunn's Fruit and Truck Farm, Section 16, Township 3 North, Range 24 East, Nassau County, Florida, according to plat thereof recorded in Deed Book B-10 Page 48, of the public records of Nassau County, Florida, being more particularly described as follows: For a point of reference, commence at the intersection of the Northeasterly Right of Way line of U.S. Highway No. 1(a 150 foot right of way) with the centerline of Eastwood Road (a 66 foot right of way); run thence North 04 deg 00 min 16 sec West, along said centerline of Eastwood Road, a distance of 1916.90 feet; thence South 85 deg 59 min 45 sec West, a distance of 33.0 feet to a point in the Westerly right of way line of said Eastwood Road and the POINT OF BEGINNING for this description. From the Point of Beginning thus described, continue South 85 deg 59 min 45 sec West, a distance of 700.00 feet; run thence North 04 deg 00 min 15 sec West, a distance of 270.31 feet; thence North 85 deg 59 min 45 sec East, a distance of 700.0 feet to the aforementioned westerly right of way line of Eastwood Road; thence South 04 deg 00 min 15 sec East, along said Westerly right of way line, a distance of 270.31 feet to the Point of Beginning.



PORTION OF RUNWAY 36 RPZ

A PORTION OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA, BEING A PORTION OF LOT 6, "JOSEPH DUNN'S FRUIT AND TRUCK FARMS", ACCORDING TO THE PLAT THEREOF RECORDED IN DEED BOOK "B-10", PAGE 48, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 699, PAGE 1187, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT- OF- WAY LINE OF U.S. HIGHWAY NO. 1 (A 150 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AND THE WESTERLY RIGHT-OF-WAY LINE OF EASTWOOD ROAD (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 03°30'04" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF EASTWOOD ROAD, A DISTANCE OF 410.32 FEET TO A 4"x4" CONCRETE MONUMENT; THENCE CONTINUE NORTH 03°30'04" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF EASTWOOD ROAD, A DISTANCE OF 479.65 FEET TO A 4"x4" CONCRETE MONUMENT; THENCE NORTH 03°32'54" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF EASTWOOD ROAD, A DISTANCE OF 210.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 699, PAGE 1187; THENCE CONTINUE NORTH 03°32'54" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF EASTWOOD ROAD, A DISTANCE OF 329.61 FEET TO THE NORTHEASTERLY CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 699, PAGE 1187; THENCE SOUTH 87°48'14" WEST, ALONG THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 699, PAGE 1187, A DISTANCE OF 156.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 87°48'14" WEST, ALONG THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 699, PAGE 1187, A DISTANCE OF 683 FEET MORE OR LESS TO THE CENTERLINE OF A BRANCH AND A POINT HEREINAFTER REFERRED TO AS POINT "X"; THENCE RETURN TO THE POINT OF BEGINNING AND RUN THENCE SOUTH 06°19'06" EAST A DISTANCE OF 193.56 FEET; THENCE SOUTH 89°23'32" WEST A DISTANCE OF 12.00 FEET; THENCE SOUTH 06°19'06" EAST A DISTANCE OF 137.66 FEET TO INTERSECT THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 699, PAGE 1187; THENCE SOUTH 87°36'41" WEST, ALONG THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 699, PAGE 1187, A DISTANCE OF 652 FEET MORE OR LESS TO THE CENTERLINE OF A BRANCH; THENCE NORTHERLY, ALONG THE CENTERLINE OF SAID BRANCH, A DISTANCE OF 450 FEET MORE OR LESS TO SAID POINT "X" AND THE CLOSE OF THIS DESCRIPTION.

LESS AND EXCEPT THAT PART AS CONVEYED TO NASSAU COUNTY IN DEED RECORDED IN O.R. BOOK 664, PAGE 1311, PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

### Drainage Easement – Part A

A PORTION OF THE EASTERLY 400 FEET OF THE EAST ONE-HALF (E 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 89°19'14" WEST, ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 24.76 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF EASTWOOD ROAD (A 66 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND IN USE) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°19'14" WEST, ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 375.40 FEET; THENCE NORTH 00°47'18" WEST, ALONG THE WEST LINE OF THE EASTERLY 400 FEET OF THE EAST ONE-HALF (E 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 9, A DISTANCE OF 40.00 FEET; THENCE NORTH 89°19'14" EAST, ALONG A LINE 40 FEET NORTH OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 373.50 FEET TO INTERSECT THE WESTERLY RIGHT-OF-WAY LINE OF SAID EASTWOOD ROAD; THENCE SOUTH 03°30'50" EAST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID EASTWOOD ROAD, A DISTANCE OF 40.05 FEET TO THE POINT OF BEGINNING.

### Drainage Easement – Part B

A PORTION OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 89°19'14" WEST, ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 400.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°19'14" WEST, ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 75.63 FEET; THENCE NORTH 00°39'22" WEST, ALONG AN EXISTING FENCE LINE, A DISTANCE OF 2,498.82 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 139.70 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID THROUGH A CENTRAL ANGLE OF 33°50'27", AN ARC DISTANCE OF 82.51 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 58°26'41" EAST A DISTANCE OF 81.32 FEET TO INTERSECT THE WEST LINE OF THE EASTERLY 400 FEET OF THE EAST ONE-HALF (E 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 9; THENCE SOUTH 00°47'18" EAST, ALONG THE WEST LINE OF THE EASTERLY 400 FEET OF THE EAST ONE-HALF (E 1/2) OF THE, SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 9, A DISTANCE OF 2,540.56 FEET TO THE POINT OF BEGINNING.

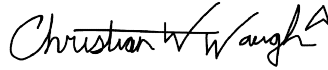
Ingress, Egress and Utility Easement

A PORTION OF THE EASTERLY 400 FEET OF THE EAST ONE-HALF (E 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 89°19'14" WEST, ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 24.76 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF EASTWOOD ROAD (A 66 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND IN USE); THENCE NORTH 03°30'50" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 40.05 FEET; THENCE NORTH 00°59'56" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2,498.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°59'56" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.01 FEET; THENCE NORTH 89°51'20" WEST A DISTANCE OF 364.25 FEET TO INTERSECT THE WEST LINE OF THE EASTERLY 400 FEET OF THE EAST ONE-HALF (E 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 9; THENCE SOUTH 00°47'18" EAST, ALONG THE WEST LINE OF THE EASTERLY 400 FEET OF THE EAST ONE-HALF (E 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 9, A DISTANCE OF 30.00 FEET; THENCE SOUTH 89°51'20" EAST A DISTANCE OF 364.37 FEET TO THE POINT OF BEGINNING.

**EXHIBIT "C"****TITLE OPINION**

I, Christian W. Waugh, Attorney for the Town of Hilliard do hereby certify that as of this date, June 16, 2021, the Town holds the property interests in the Hilliard Airpark lands as set forth in the Exhibit A sketch dated November 2020, on file with the FAA, and the attached Certificate of Title as described in the Certificate of Title.



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Attorney

June 16, 2021

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Date

**SALE CONTRACT**

1 **PARTIES:** Edward P. Vanzant and Sue B. Vanzant, a married couple ("Seller"),  
2 and Town of Hilliard, Florida, a municipal corporation ("Buyer"),  
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property  
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase  
5 and any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**

- 7 (a) Street address, city, zip: 371232 Eastwood Road, Hilliard, FL 32046  
8 (b) Located in: Nassau County, Florida. Property Tax ID #: 09-3N-24-0000-0008-0020  
9 (c) Real Property: The legal description is See Exhibit 1

10  
11  
12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and  
13 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or  
14 by other terms of this Contract.

- 15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items  
16 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the  
17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods  
18 and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s),  
19 television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox  
20 keys, and storm shutters/storm protection items and hardware ("Personal Property").  
21 Other Personal Property items included in this purchase are: \_\_\_\_\_

22  
23 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- 24 (e) The following items are excluded from the purchase: \_\_\_\_\_  
25 See Section 20

26 **PURCHASE PRICE AND CLOSING**

27 **2. PURCHASE PRICE** (U.S. currency): ..... \$ 800,000.00

- 28 (a) Initial deposit to be held in escrow in the amount of (**checks subject to Collection**) ..... \$ 400,000.00

29 The initial deposit made payable and delivered to "Escrow Agent" named below  
30 (**CHECK ONE**): (i)  accompanies offer or (ii)  is to be made within 7 (if left blank,  
31 then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)  
32 SHALL BE DEEMED SELECTED.

33 Escrow Agent Name: Waugh PLLC c/o Mirella Waugh

34 Address: 201 E. Pine Street, Suite 315, Orlando FL 32801 Phone: 321-800-6008

35 Email: mwaugh@waugh.legal Fax: 844-206-0245

- 36 (b) Additional deposit to be delivered to Escrow Agent within \_\_\_\_\_ (if left blank, then 10)  
37 days after Effective Date ..... \$ 0.00

38 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

- 39 (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... \$ 0.00

- 40 (d) Other: ..... \$ \_\_\_\_\_

- 41 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire  
42 transfer or other Collected funds (See STANDARD S) ..... \$ 400,000.00

43 **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**

- 44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before  
45 February 9, 2024, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to  
46 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day  
47 the counter-offer is delivered.

- 48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or  
49 initialed and delivered this offer or final counter-offer ("Effective Date").

50 **4. CLOSING; CLOSING DATE:** The closing of this transaction shall occur when all funds required for closing are  
51 received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be  
52 furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

Buyer's Initials LP

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Seller's Initials E.P.V. S.B.V.

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this Contract, the Closing shall occur on May 29, 2024 ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

- (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

- (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.
- (b)  CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING. If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY: (CHECK ONE): Buyer  may assign and thereby be released from any further liability under this Contract;  may assign but not be released from liability under this Contract; or  may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

- (a) This is a cash transaction with no financing contingency.
- (b) This Contract is contingent upon, within \_\_\_\_\_ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a  conventional  FHA  VA or  other \_\_\_\_\_ (describe) mortgage loan for purchase of the Property for a (CHECK ONE):  fixed,  adjustable,  fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed \_\_\_\_\_ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of \_\_\_\_\_ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

(i) Buyer shall make application for Financing within \_\_\_\_\_ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

- (c) Assumption of existing mortgage (see Rider D for terms).
- (d) Purchase money note and mortgage to Seller (see Rider C for terms).

**CLOSING COSTS, FEES AND CHARGES**

**9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:**

**(a) COSTS TO BE PAID BY SELLER:**

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: \_\_\_\_\_

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

**(b) COSTS TO BE PAID BY BUYER:**

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: \_\_\_\_\_
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)

(c) **TITLE EVIDENCE AND INSURANCE:** At least 5 (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a



search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

**(CHECK ONE):**

(i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

(ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

(iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$\_\_\_\_\_ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing,  Buyer  Seller  N/A shall pay for a home warranty plan issued by \_\_\_\_\_ at a cost not to exceed \$\_\_\_\_\_. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

(a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

(b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

## DISCLOSURES

### 10. DISCLOSURES:

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

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within 20 (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

#### PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

**11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

#### 12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 0 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

- 275 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
- 276 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and
- 277 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
- 278 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
- 279 Maintenance Requirement and has met all other contractual obligations.
- 280 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection
- 281 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,
- 282 written documentation or other information in Seller's possession, knowledge, or control relating to
- 283 improvements to the Property which are the subject of such open or needed permits, and shall promptly
- 284 cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve
- 285 such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,
- 286 consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs
- 287 or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to
- 288 expend, any money.
- 289 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and
- 290 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
- 291 to Buyer.

292 **ESCROW AGENT AND BROKER**

293 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds

294 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow

295 within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this

296 Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands

297 for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such

298 actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities

299 under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties

300 agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of

301 the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An

302 attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all

303 parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of

304 accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with

305 provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation,

306 arbitration, interpleader or an escrow disbursement order.

307 In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,

308 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable

309 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent

310 shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to

311 Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or

312 termination of this Contract.

313 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,

314 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate

315 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property

316 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the

317 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or

318 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**

319 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND**

320 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,**

321 **WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each

322 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and

323 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at

324 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with

325 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of

326 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or

327 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task

328 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,

329 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services

330 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

331 Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and  
332 paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve  
333 Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker  
334 will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

335 **DEFAULT AND DISPUTE RESOLUTION**

336 **15. DEFAULT:**

337 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,  
338 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit  
339 for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and  
340 in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under  
341 this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's  
342 rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall  
343 be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share  
344 shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

345 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after  
346 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,  
347 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting  
348 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific  
349 performance.

350 This Paragraph 15 shall survive Closing or termination of this Contract.

351 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and  
352 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled  
353 as follows:

354 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to  
355 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph  
356 16(b).

357 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida  
358 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").  
359 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be  
360 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16  
361 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph  
362 16 shall survive Closing or termination of this Contract.

363 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted  
364 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in  
365 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover  
366 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the  
367 litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

368 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

369 **18. STANDARDS:**

370 **A. TITLE:**

371 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in  
372 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall  
373 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at  
374 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance  
375 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,  
376 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,  
377 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the  
378 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of  
379 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than  
380 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and  
381 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach  
382 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing  
383 any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall  
384 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance  
385 with law.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

386 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller  
387 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is  
388 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of  
389 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after  
390 receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer  
391 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver  
392 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this  
393 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If  
394 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,  
395 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which  
396 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or  
397 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has  
398 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)  
399 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all  
400 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and  
401 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,  
402 thereby releasing Buyer and Seller from all further obligations under this Contract.

403 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon  
404 encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable  
405 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of  
406 such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later  
407 than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and  
408 Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a  
409 prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the  
410 preparation of such prior survey, to the extent the affirmations therein are true and correct.

411 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to  
412 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

413 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from  
414 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security  
415 deposits paid by tenant(s) or occupant(s)("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)  
416 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit  
417 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or  
418 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph  
419 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller  
420 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this  
421 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under  
422 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations  
423 thereunder.

424 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing  
425 statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or  
426 repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been  
427 improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all  
428 general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth  
429 names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges  
430 for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been  
431 paid or will be paid at Closing.

432 **F. TIME: Time is of the essence in this Contract.** Calendar days, based on where the Property is located, shall  
433 be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3,  
434 any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or  
435 inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5  
436 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or  
437 Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a  
438 day on which a national legal public holiday is observed.

439 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to exercise or perform any right or obligation under  
440 this Contract or be liable to each other for damages so long as performance or non-performance of the right or  
441 obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

**H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

**I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

**J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

**K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

499 is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's
500 assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements
501 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st
502 of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be
503 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an
504 informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the
505 maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an
506 estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K
507 shall survive Closing.

508 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller
509 shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections,
510 including a walk-through (or follow-up walk-through if necessary) prior to Closing.

511 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty
512 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not
513 exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed
514 pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated
515 cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of
516 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase
517 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of
518 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the
519 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation
520 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

521 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
522 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate
523 in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however,
524 cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent
525 upon, nor extended or delayed by, such Exchange.

526 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT**
527 **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public or official records. This
528 Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in
529 interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and
530 delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party
531 shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail,
532 facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures
533 hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic
534 signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

535 **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement
536 of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or
537 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change
538 in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended
539 to be bound by it.

540 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this
541 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or
542 rights.

543 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten
544 or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

545 **S. COLLECTION or COLLECTED:** "Collection" or "Collected" means any checks tendered or received, including
546 Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing
547 Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent
548 until such amounts have been Collected in Closing Agent's accounts.

549 **T. RESERVED.**

550 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State
551 of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the
552 county where the Real Property is located.

553 **V. FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA,
554 Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15%
555 of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS. (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS. (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement. (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable. (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

- A. Condominium Rider
B. Homeowners' Assn.
C. Seller Financing
D. Mortgage Assumption
E. FHA/VA Financing
F. Appraisal Contingency
G. Short Sale
H. Homeowners/Flood Ins.
I. RESERVED
J. Interest-Bearing Acct
K. RESERVED
L. RESERVED
M. Defective Drywall
N. Coastal Construction Control Line
O. Insulation Disclosure
P. Lead Paint Disclosure (Pre-1978)
Q. Housing for Older Persons
R. Rezoning
S. Lease Purchase/ Lease Option
T. Pre-Closing Occupancy
U. Post-Closing Occupancy
V. Sale of Buyer's Property
W. Back-up Contract
X. Kick-out Clause
Y. Seller's Attorney Approval
Z. Buyer's Attorney Approval
AA. Licensee Property Interest
BB. Binding Arbitration
CC. Miami-Dade County Special Taxing District Disclosure
DD. Seasonal/Vacation Rentals
EE. PACE Disclosure
Other: Exhibit 1



20. ADDITIONAL TERMS:

- 1. To the extent of a conflict between the terms elsewhere in the contract and terms in this section, the terms in this section shall control.
- 2. Section 1(d) of the contract is overridden or amended to reflect that Seller shall be under no obligation to convey any personal property with the real property and none is contemplated as being conveyed to Buyer under this contract.
- 3. Section 9 of the contract is overridden or amended to the extent Buyer shall pay all closing costs, but shall not pay for Seller's attorney fees
- 4. Buyer's obligations in the contract, including to pay the purchase price, are all entirely contingent upon the following: (1) written FAA approval or waiver of approval of the contract; (2) written FDOT approval or waiver of approval of the contract; (3) Town Council approval of the contract.
- 5. The Purchase Price shall be apportioned as \$720,000 for the real property and \$80,000 for relocation cost.
- 6. This contract will be expressly subject to any limitations or requirements of the Uniform Relocation Assistance and Real Property Acquisition Act ("URA") and the parties understand and agree that Sellers shall be obligated to relocate no later than ninety (90) days after closing.
- 7. The deposit noted in Section 2(a) of the contract shall be non-refundable and immediately payable to Seller upon receipt by the Escrow Agent.

COUNTER-OFFER

Seller counters Buyer's offer.

[The remainder of this page is intentionally left blank.  
This Contract continues with Line 612 on Page 13 of 13.]

612 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE  
613 ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

614 THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

615 Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the  
616 terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and  
617 conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all  
618 interested persons.

619 AN ASTERISK (\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK  
620 TO BE COMPLETED.

**ATTENTION: SELLER AND BUYER**

**CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

**At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.** Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

631 *Town of Hilliard, Florida, a municipal corporation*  
 Buyer: *[Signature]*, Lisa Purvis Toon Clerk Date: 2/5/2024

632 Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

633 *Edward P. Vanzant and Sue B. Vanzant, a married couple*  
 Seller: \_\_\_\_\_ Date: 2-5-2024

634 Seller: *Edward P. Vanzant Sue B Vanzant* Date: 2-5-2024

635 Buyer's address for purposes of notice  
 636 P.O. Box 249  
 637 15859 West County Road 108, Hilliard FL  
 638 cwaugh@waugh.legal

Seller's address for purposes of notice  
371232 Eastwood Road  
Hilliard, Florida 32046

639 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers  
 640 entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct  
 641 Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage  
 642 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has  
 643 retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation  
 644 made by Seller or Listing Broker to Cooperating Brokers.

645 \_\_\_\_\_  
 646 Cooperating Sales Associate, if any

\_\_\_\_\_  
 Listing Sales Associate

647 \_\_\_\_\_  
 648 Cooperating Broker, if any

\_\_\_\_\_  
 Listing Broker

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Edward P. Vanzant and Sue B. Vanzant, a married couple (SELLER) and Town of Hilliard, Florida, a municipal corporation (BUYER) concerning the Property described as See Exhibit 1

Buyer's Initials LP

Seller's Initials E.P.V. SBV

#### U. POST-CLOSING OCCUPANCY BY SELLER

This Contract is contingent upon Buyer and Seller within 10 (if left blank, then 10) days prior to Closing Date delivering to each other a mutually acceptable written lease, post-closing occupancy agreement or other similar agreement (Post-Closing Agreement) prepared at (CHECK ONE):  Seller's expense  Buyer's expense,  split equally by the Buyer and Seller (if not checked, then split equally), for Seller to remain in possession of the Property until 90 days after Closing. The Post-Closing Agreement shall provide that Seller shall pay a monthly rent of \$ 0.00 payable monthly in advance and that Seller's maintenance obligation under Paragraph 11 shall continue after Closing until possession is delivered to Buyer; however, Seller's repair, replacement, treatment and remedy obligations under Paragraph 12 shall not be extended beyond Closing.

If the parties fail to deliver a mutually acceptable Post-Closing Agreement within the time period stated above, then either party by written notice to the other may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

## Exhibit 1

Legal Description:

**PARCEL I:**

The Northeast quarter of the Southeast quarter of the Northeast quarter of Section Nine (9), Township Three (3) North, Range Twenty-four (24) East, being in the County of Nassau, State of Florida, containing ten (10) acres, more or less.

**PARCEL II:**

The Southeast quarter (1/4) of the Northeast quarter (1/4) of Section Nine (9), Township Three (3) North, Range Twenty-four (24) East, except that portion described in Official Records Book 27, page 414, public records of Nassau County, Florida and excepting that portion beginning at the Northwest corner of the lot already conveyed to my sister and recorded in Official Records Book 27, page 414, of the public records of Nassau County, Florida, and proceed North 1° 12' 35" West a distance of 398.0 feet to a point; thence proceed easterly north 87° 49' 15" east a distance of 210.0 feet to the Northeastern most point of the southeast quarter of the northeast quarter of Section 9, Township 3 North, Range 24 East; thence South along a road known as Eastwood Road to the Northeastern corner of the property described in Official Records Book 27, Page 414; thence Westerly to the Point of beginning.

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## SPONSOR CERTIFICATIONS



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.




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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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Sponsor: Town of Hilliard

Airport: Hilliard Airpark - 01J

Project Number: 03-12-0099-014-2024

Description of Work: This project includes acquiring 30.64 acres within Parcel 14 as depicted on Figure 5-3 of the August 2016 Master Plan Update.

### Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).  
 Yes    No    N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes    No    N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).  
 Yes    No    N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes  No  N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes  No  N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
  - Disputes or complaints concerning federal labor standards (29 CFR part 5); and
  - Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes  No  N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes  No  N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
  - Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
  - Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
  - Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes  No  N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
  - Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
  - Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes  No  N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- Yes  No  N/A



11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes  No  N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes  No  N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 29 day of May, 2024.

Name of Sponsor: Town of Hilliard

Name of Sponsor's Authorized Official: Lisa Purvis

Title of Sponsor's Authorized Official: Town Clerk

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.




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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: Town of Hilliard

Airport: Hilliard Airpark - 01J

Project Number: 03-12-0099-014-2024

Description of Work: This project includes acquiring 30.64 acres within Parcel 14 as depicted on Figure 5-3 of the August 2016 Master Plan Update.

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes    No    N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes    No    N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).
- Yes  No  N/A
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
- Abide by the terms of the statement; and
  - Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- Yes  No  N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).
- Yes  No  N/A
6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
- Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
  - Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- Yes  No  N/A
7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).
- Yes  No  N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location: Hilliard Airpark

Address: 37792 Eastwood Road, Hilliard, FL 32046

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 29 day of May, 2024.

Name of Sponsor: Town of Hilliard

Name of Sponsor's Authorized Official: Lisa Purvis

Title of Sponsor's Authorized Official: Town Clerk

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-133, Real Property Acquisition – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.




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## Real Property Acquisition

### Airport Improvement Program Sponsor Certification

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Sponsor: Town of Hilliard

Airport: Hilliard Airpark - 01J

Project Number: 03-12-0099-014-2024

Description of Work: This project includes acquiring 30.64 acres within Parcel 14 as depicted on Figure 5-3 of the August 2016 Master Plan Update.

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

#### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.  
 Yes    No    N/A
  
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.  
 Yes    No    N/A
  
3. If property for airport development is or will be leased, the following conditions have been met:
  - a. The term is for 20 years or the useful life of the project;
  - b. The lessor is a public agency; and
  - c. The lease contains no provisions that prevent full compliance with the grant agreement. Yes    No    N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
- Yes  No  N/A
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
- Yes  No  N/A
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:
- The right of flight;
  - The right of ingress and egress to remove obstructions; and
  - The right to restrict the establishment of future obstructions.
- Yes  No  N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:
- Valuation data to estimate the current market value for the property interest acquired on each parcel; and
  - Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.
- Yes  No  N/A
8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.
- Yes  No  N/A
9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.
- Yes  No  N/A
10. Effort was or will be made to acquire each property through the following negotiation procedures:
- No coercive action to induce agreement; and
  - Supporting documents for settlements included in the project files.
- Yes  No  N/A



11. If a negotiated settlement is not reached, the following procedures were or will be used:
- Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
  - Supporting documents for awards included in the project files.
- Yes    No    N/A
12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.
- Yes    No    N/A
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.
- Yes    No    N/A

Attach documentation clarifying any above item marked with "No" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 29 day of May, 2024.

Name of Sponsor: Town of Hilliard

Name of Sponsor's Authorized Official: Lisa Purvis

Title of Sponsor's Authorized Official: Town Clerk

**Signature** of Sponsor's Designated Official Representative: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.




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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: Town of Hilliard

Airport: Hilliard Airpark - 01J

Project Number: 03-12-0099-014-2024

Description of Work: This project includes acquiring 30.64 acres within Parcel 14 as depicted on Figure 5-3 of the August 2016 Master Plan Update.

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
 Yes    No    N/A
  
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
 Yes    No    N/A
  
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
 Yes    No    N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- Yes  No  N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes  No  N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes  No  N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
- Yes  No  N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes  No  N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes  No  N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes  No  N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
- Yes  No  N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes  No  N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes  No  N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes  No  N/A

Attach documentation clarifying any above item marked with “no” response.

### Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 29 day of May, 2024.

Name of Sponsor: Town of Hilliard

Name of Sponsor’s Authorized Official: Lisa Purvis

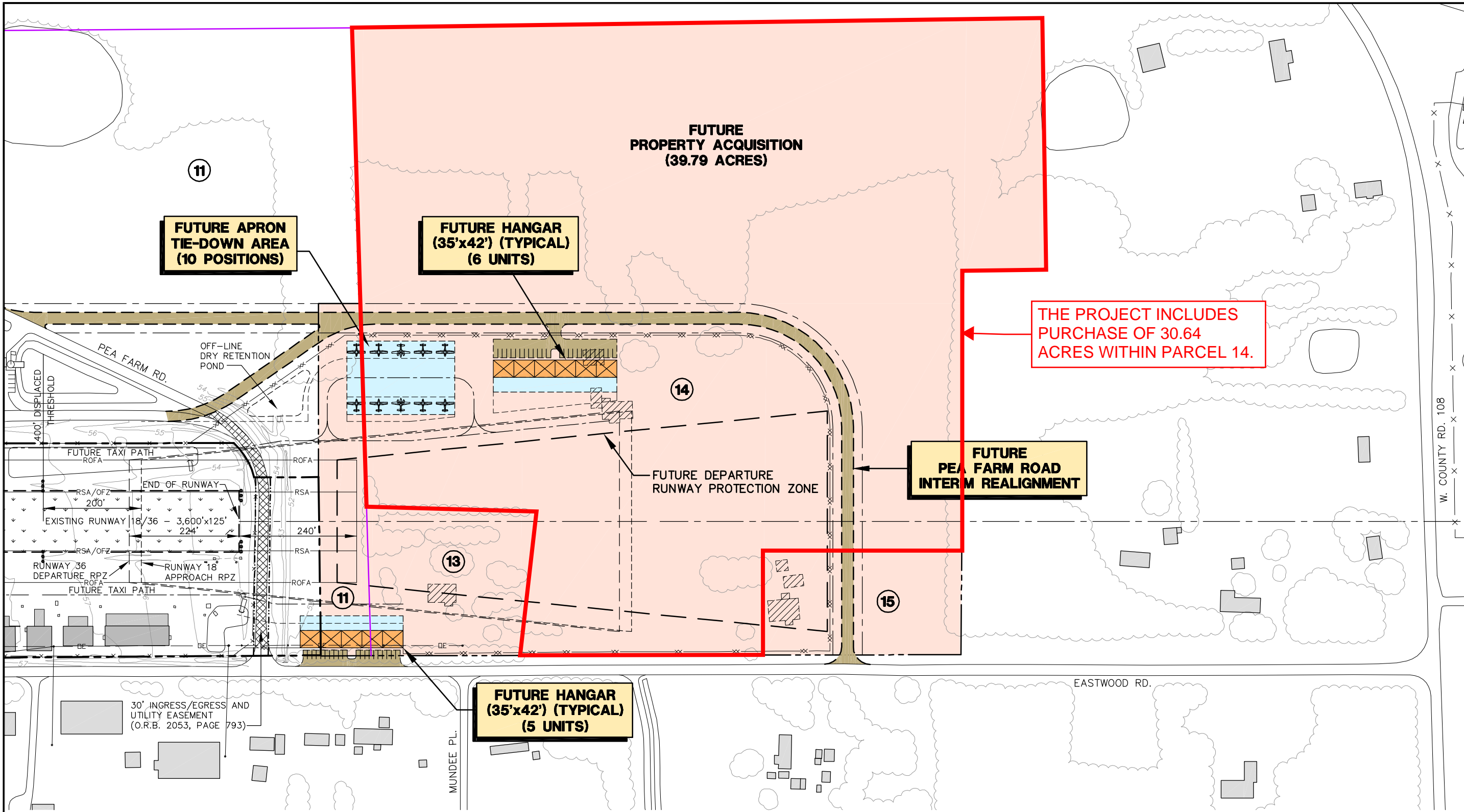
Title of Sponsor’s Authorized Official: Town Clerk

**Signature** of Sponsor’s Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

[Submit by Email](#)

S:\Projects\APPLAN\Hilliard Airpark\2012 Airport Master Plan Update\C-Technical Data\09 - Figures\FIG 5-3.dwg 08/05/2016 10:43

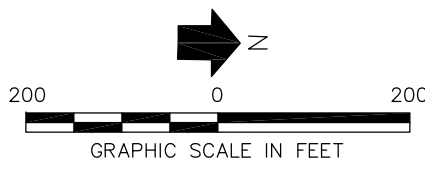


**THE PROJECT INCLUDES PURCHASE OF 30.64 ACRES WITHIN PARCEL 14.**

PARCEL INFORMATION			
NO.	PARCEL ID	OWNER	DEED ACREAGE
11	09-3N-24-0000-0031-0000	NASSAU COUNTY BOARD OF COMMISSIONERS	58.00 AC. (1.6 AC. PARTIAL ACQUISITION)
13	09-3N-24-0000-0009-0010	VANZANT JOHN E & MARY ANN	2.23 AC.
14	09-3N-24-0000-0008-0020	VANZANT EDWARD P & SUE B	33.09 AC.
15	09-3N-24-0000-0008-0000	GEIGER FREDDIE L & LINDA J	2.90 AC.

**LEGEND**

- AIRPORT PROPERTY LINE
- - - FUTURE PROPERTY LINE
- PARCEL LINE
- ▣ ROAD TO BE REMOVED
- ▣ BUILDING/STRUCTURE TO BE REMOVED
- ▣ FUTURE HANGAR
- ▣ FUTURE PAVEMENT
- ▣ FUTURE PAVED ROADS/TURF PARKING
- ▣ FUTURE PROPERTY ACQUISITION



**FUTURE DEVELOPMENT CONCEPT NORTH**

**FIGURE 5-3**



# AGENDA ITEM REPORT

## TOWN OF HILLIARD, FLORIDA

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TO: Town Council Regular Meeting Meeting Date: June 6, 2024

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

SUBJECT: Town Council approval of the waste removal contract service agreement between Meridian Waste and the Town of Hilliard.

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**BACKGROUND:**

On May 20, 2024, Waste Management allowed the Town out of their 5-year contract agreement. Meridian Waste has been a great contributor to all the Town’s events and the Town was wishing to move services once the prior contract was cancelled.

**FINANCIAL IMPACT:**

Monthly Service Charge: \$634.00  
Delivery Fee: \$50.00

**RECOMMENDATION:**

Town Council approval of the waste removal contract service agreement between Meridian Waste and the Town of Hilliard.



**SERVICE AGREEMENT**

Account No: \_\_\_\_\_

PO# \_\_\_\_\_

AGREEMENT **ITEM-5**

LEGAL COMPANY NAME - INVOICE TO **Town Of Hilliard** ("Customer") OPERATING NAME & SERVICE ADDRESS - SITE **Town Of Hilliard**  
 BILLING ADDRESS **PO Box 249** 15859 CR 108  
 CITY **Hilliard** STATE **FL** ZIP CODE **32046** CITY **Hilliard** STATE **FL** ZIP CODE **32046**

CONTACT PERSON **Lisa Purvis** BUSINESS PHONE **904-845-3555** CELL PHONE **904-845-3555** EMAIL **lpurvis@townofhilliard.com**

**NEW SCHEDULE OF SERVICE** SERVICE EFFECTIVE DATE **6 / 1 / 24**

QTY.	COMP	CONTAINER SIZE	TYPE	SERVICE FREQUENCY	PO REQ.	RECEIPT REQ.	START / CLOSE DATE	LIFT / HAUL CHARGE	MONTHLY SERVICE CHARGE	EXTRA LIFT	DELIVERY FEE	DISPOSAL CHARGE	CONTAINER CHARGE	OTHER
4	No	4	FL	1 x Week	NA		6 / 1 / 24		\$634.00 Total	\$50.00	\$50.00			
	No						/ /		Monthly Charge		Per Can			
	No						/ /				1 Time Charge			
	No						/ /							
	No						/ /							
	No						/ /							

**OLD SCHEDULE OF SERVICE**

QTY.	COMP	CONTAINER SIZE	TYPE	SERVICE FREQUENCY	PO REQ.	RECEIPT REQ.	START / CLOSE DATE	LIFT / HAUL CHARGE	MONTHLY SERVICE CHARGE	EXTRA LIFT	DELIVERY FEE	DISPOSAL CHARGE	CONTAINER CHARGE	OTHER
	No						/ /							
	No						/ /							
	No						/ /							
	No						/ /							
	No						/ /							

\* THE CUSTOMER AGREES THAT THE CONTRACTOR SHALL HAVE THE RIGHT TO SURCHARGE THE CUSTOMER AS A RESULT OF INCREASED DISPOSAL COSTS IF THE CUSTOMER'S WASTE MATERIALS EXCEED AN ESTIMATED AVERAGE WEIGHT OF 90 LBS PER CUBIC YARD. SEE ALSO SECTION 5 RE-RATE ADJUSTMENTS\*

OTHER CHARGES \$ Fees Included Below + FUEL FEE, ENVIRONMENTAL FEE, ADMINISTRATIVE AND OTHER FEES, CHARGES, ASSESSMENTS AND TAXES AS SHOWN ON INVOICE.

ADDITIONAL PROVISIONS No Overage! Monthly Rate Total \$634.00. One Year Rate Guarantee. 6% Max Cap Increase Each Year After Should Increase Occur!

Meridian Waste Will Provide The Same Sponsorship For The Town Of Hilliard As Already Currently In Place!

4 Sites: 1. 37261 Ruby Drive. 2. 15859 West CR 108. 3. 15879 West CR 108. 4. 37516 Oxford Street. Hilliard Florida 32046

By execution hereof, Customer agrees that this Service Agreement (the "Agreement") is a legally binding contract, enforceable in accordance with its terms, between Meridian Waste Florida LLC ("Contractor") and Customer, and the individual executing this Agreement on behalf of Customer has all power and authority to do so. Customer agrees to accept the services and equipment at the charges and frequency indicated in this Agreement and any invoice subject to the terms and conditions specified below.

DATE          JUNE          20 24 DATE          JUNE          20 24

**Meridian Waste Florida LLC**  
*Eric West* *Eric West*  
 (Signature of Meridian Waste)  
**ERIC WEST**  
 (Print First / Last Name and Title)

**Town Of Hilliard**  
 (Company's Name)  
 \_\_\_\_\_  
 (Customer Authorized Signature)  
 \_\_\_\_\_  
 (Print First / Last Name and Title)

*This service agreement will take effect on the Service Effective Date noted on the agreement or upon the expiration of any existing contact - whichever occurs later.*

**TERMS AND CONDITIONS**

**SERVICES RENDERED.** Customer grants to Contractor the exclusive right to collect and dispose of all of Customer's solid waste materials, including any recyclable materials if permitted, and agrees to make the payments as provided for herein and as stated on Customer's invoice, and Contractor agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. This Agreement also includes all non-scheduled or on call service with exclusive rights to Contractor. In the event Contractor is rendered unable to perform its obligations hereunder due to an act, event or condition that is beyond Contractor's control, it shall notify Customer of such event and the obligations of Contractor may be suspended during the continuation of any inability so caused by such event, act or condition. In the event that Customer claims that Contractor is in breach or default of any provisions of this Agreement, Customer must notify Contractor in writing (via certified mail) of the alleged breach or default and allow Contractor at least ten (10) days to cure same prior to Customer terminating, or attempting to terminate, the Agreement.

**TERM.** This Agreement is a legally binding contract and shall extend for an initial term of five (5) years from the date hereof (the "Initial Term"), and, except where prohibited by law, shall be automatically renewed for successive 5 year terms (each a "Renewal Term") thereafter, unless either party shall give written notice of non-renewal (via certified mail, which in the case of any notice to Contractor pursuant to this Agreement shall be sent to the address stated on the invoice) to the other at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term, or any Renewal Term (together, the "Term"). In the event the Customer should attempt to discontinue or terminate this Agreement other than as provided above, Customer agrees to pay to Contractor as liquidated damages a sum equal to the average of the latest six months invoices sent to the Customer by Contractor multiplied by six (6), or if Customer has not been serviced for six months, an amount equal to Customer's most recent monthly charge multiplied by six. Contractor agrees that if Customer no longer requires any collection services due solely to the discontinuance of its business or the relocation of its business outside the area in which Contractor provides collection service, Customer may terminate this Agreement upon written notice to Contractor (via certified mail) at least sixty (60) days prior to the date of relocation or termination of Customer's business, provided however, that Customer shall remit all amounts due and owing to Contractor prior to such termination. Notwithstanding the foregoing, Customer agrees that this Agreement applies to any change of location of Customer, and all additional locations of Customer within the area Contractor provides the services contemplated hereunder. This section shall survive any termination or expiration of the Agreement.



**EQUIPMENT.** The word "equipment" as used herein shall mean all containers, compactors and other equipment used for storage of waste or recyclable material utilized in the performance of this Agreement. Customer acknowledges that it has the care, custody and control of any equipment furnished to Customer while it is at Customer's premises and accepts sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such equipment and for the cleanliness and safekeeping of such equipment. Customer shall not overload any equipment, (by weight or volume) and shall use it only for its intended purposes. Customer shall not remove or alter, nor authorize the removal or alteration of, any such equipment without the prior written consent of Contractor, nor shall Customer use the equipment for incineration purposes. Customer shall maintain the equipment and surrounding area in a clean and safe condition and shall secure the equipment at all times to prevent unauthorized access to the equipment, or dumping or looting. All solid waste enclosures must meet the enclosure standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Contractor, which shall be provided to Customer upon request. Contractor will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure. Customer shall have no authority to subject the equipment to any lien or encumbrance. Customer shall pay an extra yardage/ pickup fee for any of the following: (i) waste material not properly contained; (ii) waste material exceeding height or internal capacity of the equipment; and (iii) contaminated waste or recyclables. If Contractor is assessed an overweight fine, Customer agrees to pay such fine, in addition to any expenses, charges, fines or fees relating thereto, as set forth on any invoice sent to Customer.

**NON-HAZARDOUS WASTE ONLY.** Customer represents and warrants to Contractor that all solid waste and material deposited in any equipment, and any such material delivered to Contractor, will not contain (i) any hazardous, biohazardous, infectious, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, or toxic waste as defined by any applicable federal, state, or local laws or regulations, (ii) any waste or material that Contractor is not permitted to accept, transport, handle or deposit, (iii) any waste or material that is deposited in equipment and placed for collection in violation of applicable law or regulation, or (iv) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment as determined by Contractor (collectively, "unacceptable waste"). Contractor shall not be required to accept such unacceptable waste, and reserves the right to suspend the services to be provided by Contractor as contemplated hereunder, in the event Customer deposits such unacceptable waste in or about the equipment, or places such unacceptable waste for collection by Contractor or its designee. Upon receipt by Customer of notice from Contractor (whether, written or verbal), Customer shall immediately remove all unacceptable waste that Customer has deposited in or about Contractor's equipment that is determined or suspected by Contractor to be unacceptable waste pursuant to this Agreement or applicable law or regulation. If Customer fails to immediately remove such unacceptable waste, Contractor shall have the right to arrange for lawful disposal of such unacceptable waste at the sole cost and expense of Customer which Customer agrees to pay pursuant to any invoice sent by Contractor. Customer shall indemnify, defend and hold Contractor, and its affiliates, parents, and subsidiaries, and their respective officers, directors, members, managers, employees, agents and representatives ("Contractor Parties") harmless for any liability, costs, fees, fines, suits, damages and expenses resulting from or arising in connection with placing or depositing such unacceptable waste in or around Contractor's equipment and shall pay Contractor its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for any such unacceptable waste. All title and liability to such unacceptable waste shall at all times remain with Customer, regardless of whether any unacceptable waste is loaded or unloaded. Customer shall, at its sole expense, provide any requested chemical characterization of all waste and other materials and shall give Contractor prior notice of any changes in the waste characteristics, consistency or the waste generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or the recycling of any waste stream or any approval from governmental agencies.

**TITLE.** Contractor is vested with title to all acceptable solid waste and materials accepted by Contractor. Any revenue or other value received by Contractor as a result of reclamation, recycling or resource recovery shall be solely for the account of Contractor. All equipment furnished by Contractor for use by the Customer shall remain the property of Contractor and the Customer shall have no right, title or interest in such equipment.

**INDEMNITY.** Customer agrees to defend, hold harmless and indemnify the Contractor Parties from and against any and all losses, costs, damages, suits, liability, fees, fines, and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of, or in connection with, (i) death or bodily injuries to any person, destruction or damage to any property, or contamination of or adverse effects on the environment, (ii) any violation of governmental laws, regulations, or orders by Customer, (iii) breach of any representation, warranty, obligation, term or provision of the Agreement by Customer, (iv) use, handling, or operation of any equipment provided to Customer by Contractor, (v) damage to pavement, enclosures or equipment as discussed herein, or (vi) by the negligent or willful acts or omissions of Customer's employees or invitees, agents, designees or its subcontractors. The provisions of this paragraph shall survive the termination, cancellation or expiration of this Agreement.

**SERVICE RATE, FEE, AND ASSESSMENT ADJUSTMENTS.** Because disposal, transportation, environmental compliance, and fuel costs, and all other costs of doing business, constitute a portion of the service costs provided by Contractor and its affiliates, Customer understands and agrees that Contractor may increase service rates, without prior notice or consent, to account for any increase in such costs, or to account for any increase in transportation costs due to changes in the location of the disposal facility, by showing the amount on the Customer's invoice which Customer agrees to pay. Customer also understands and agrees Contractor may impose, and Customer must pay, any environmental and fuel fees and any other fees, charges and assessments, such as, but not limited to, maintenance or administrative fees, as set forth on Contractor's invoice, and that Contractor may increase or decrease these fees, charges or assessments at any time and for any reason by showing the amount on Customer's invoice. Customer further understands and agrees that Contractor may increase the service rates, and all environmental and fuel fees, and any other fees, charges and assessments, such as, but not limited to, maintenance or administrative fees, at any time and for any reason, including to help recover a portion of overall costs incurred by Contractor or its affiliated entities as may be necessary to achieve an operating margin acceptable to Contractor and its affiliates. Customer agrees to pay all such increased amounts as shown on Customer's invoice. Customer agrees that Contractor may pass through to Customer cost increases caused by weights being higher than those estimated. Customer shall also pay all federal, state, and local taxes, assessments, fees, host fees or charges, or similar charges directly or indirectly related to the transportation, collection, or disposal of solid waste that are imposed on Contractor by law, ordinance, or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively. In the event of occurrence of an act, event, or condition that is beyond the control of Contractor and that materially or adversely affects the cost of operation by Contractor or maintenance of Contractor's equipment and facilities, Contractor may increase Customer's service rates, fees, charges, and assessments to the extent necessary to help offset, directly or indirectly, the increase in such costs, which Customer agrees to pay in accordance with any invoice. Contractor may increase service rates, fees, charges, and assessments for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in or by the actions and practices of the parties, or by payment of the invoice service rates, fees, and assessments. Notwithstanding anything to the contrary, if the Customer does not object to an invoice, in writing (via certified mail), within 30 days of the invoice date, the Customer shall have conclusively agreed that such invoice is correct in all respects, whether paid or not.

**ACCESS.** On collection day, Contractor's vehicle shall have clear access to the equipment and Customer's premises. If the equipment is blocked in any way so as to prohibit collection, or Contractor is not granted access to Customer's premises, Customer will be notified and one additional attempt for collection shall be made by Contractor. Any additional collection attempt will be classified as an "extra pick-up." Contractor shall have the right to charge Customer for the extra pick-up, and Customer agrees to pay such charge as stated on Customer's invoice. Contractor shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any solid waste or materials in the event Contractor did not have or was denied access to the equipment or Customer's premises.

**DRIVEWAYS AND PARKING AREAS.** Customer represents and warrants to Contractor that any right-of-way provided by Customer from the equipment location to the most convenient public right-of-way is sufficient to bear the weight of all Contractor's equipment and vehicles required for the performance of this Agreement. Contractor shall not be responsible for damage, or any costs or expenses arising from such damage, to any pavement curbing, driving surface or accompanying sub-surface resulting from Contractor's performance of this Agreement.

**ATTORNEY'S FEES.** If any legal action or any other proceeding is brought by Contractor for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, Contractor shall be entitled to recover reasonable attorneys' fees, collection fees and other costs (including litigation related costs, costs associated with the engagement of any collection agency, and expert witness fees) leading up to or incurred in that action or proceeding in addition to any other relief to which it may be entitled.

**LIMITATION ON LIABILITY.** Contractor shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate base rate service fees paid to Contractor by Customer, regardless of whether recovery is sought in contract, tort, statute, strict liability or otherwise. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

**ASSIGNMENT AND BENEFIT.** Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Contractor. Contractor may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Contractor shall release Contractor from any liability under this Agreement from and after the date of the assignment. Subject, to the forgoing, this Agreement shall be binding on the parties and their successors and assigns.

**RIGHT TO COMPETE.** Customer grants Contractor the right to compete with any offer Customer receives or intends to make or accept relating to any waste services to be rendered after termination of this Agreement and shall give Contractor written notice of any such offer and a reasonable opportunity to respond.

**ARBITRATION AGREEMENT, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER CLAUSE.** Except for claims by Contractor for collection of payments due and owing by Customer pursuant to any invoice, or individual claims by the Customer against Contractor for property damage, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy or claim arising between them (INCLUDING THOSE CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association, which arbitration shall be governed by and enforceable under the Federal Arbitration Act, and judgement on the award may be entered by any court having jurisdiction thereof. WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE, NO CLAIMS MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. The parties acknowledge the service Contractor provides Customer impacts and effects interstate commerce and agree that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provide consideration for each other for this entire clause. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER AND WAIVES THE RIGHT TO PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION. Further, any action (including any arbitration) by Customer against Contractor in connection with this Agreement or any prior Agreement, or arising out of the Agreement or any prior Agreement, must be brought within one (1) year of any alleged breach of contract, tort, violation of statute or other alleged wrongful act. Any proceedings shall be conducted in the location where the services provided by Contractor to the Customer are performed.

**SEVERABILITY.** The provisions of this Agreement are independent and severable, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that another provision has been determined to be invalid or unenforceable in whole or in part. If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement.

**CHANGE OF TERMS.** Except as otherwise agreed herein or as may be prohibited by applicable law, Contractor and Customer agree that Contractor may change the pre-printed terms and conditions of this Agreement in the future.

**MISCELLANEOUS.** Subject to the arbitration provisions set forth above, this Agreement shall be governed by the laws of the state of Florida without regard to conflicts-of-laws principles that would require the application of any other law and is executed as of the Effective Date specified above. This Agreement constitutes the entire understanding between Contractor and Customer regarding the subject matter hereof and, except as otherwise provided for herein, supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to such subject matter. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail in PDF format will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. This is an Agreement for the performance of specific services described herein. Customer's representations, warranties, indemnifications and the arbitration provisions of this Agreement shall survive termination of this Agreement.

**EQUAL EMPLOYMENT OPPORTUNITY.** Executive Order 11246, as amended, Sec. 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, Sec. 503 of the Rehabilitation Act of 1973, as amended, and Sec. 61-250.10 and 61-300 (Vets-100A Reporting), Executive Order 13496, and Public Law 95-507 contain required contract clauses relative to equal employment opportunity and are incorporated herein by specific reference. The Contractor further agrees to comply with the provisions of 29 CFR part 471. Additionally, this Contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment of qualified individuals with disabilities.



# AGENDA ITEM REPORT

## TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: June 6, 2024

FROM: **John P. Beasley – Mayor**

SUBJECT: Town Council approval of the Kynex, Inc. contract with both the Town of Hilliard and the Town of Callahan splitting half the cost with Nassau County in celebration of their Westside Bicentennial Celebration to be held at the Northeast Florida Fairgrounds on July 4, 2024.

**BACKGROUND:**

The Town of Hilliard and the Town of Callahan contracted in 2021, 2022, and 2023 with Kynex, Inc. to host a Joint Fireworks Display. Both Towns are interested in hosting this event jointly for the 2024 year along with Nassau County contributing an additional \$30,000, is celebration of the Counties Bicentennial Westside Event.

**FINANCIAL IMPACT:**

Show Total Amount - \$60,000.  
 Distribution of Cost – Town of Hilliard and Town of Callahan split half of the total show cost paying \$15,000. each and the County paying the additional \$30,000.

A deposit will need to be paid in advance totaling \$15,000. with Nassau County reimbursing the Town for the \$15,000 final payment.

**RECOMMENDATION:**

Town Council approval of the Kynex, Inc. contract with both the Town of Hilliard and the Town of Callahan splitting half the cost with Nassau County in celebration of their Westside Bicentennial Celebration to be held at the Northeast Florida Fairgrounds on July 4, 2024.



## CONTRACT FOR FIREWORKS DISPLAY

Sponsors : Town of Hilliard  
 Contact : John Beasley  
 Date of Display : July 4th, 2024  
 Location : Northeast Florida Fairgrounds  
 Time : 9:15pm  
 Duration : 25 Minutes  
 Show Price : \$30,000  
 Deposit : \$15,000  
 Remarks :  
 Rain Date : July 5th, 2024

We the undersigned, being interested in a fireworks display for the **Town of Hilliard** agree to pay a price of **\$30,000** for the display agreed upon, which will be furnished by KYNEX, Inc.

The undersigned, intending to be legally bound, agree as follows:

1. Sponsor to make a deposit payment of 50% of the contact price upon signing of contract, but no later than 30 days prior to display.
2. In the event Sponsor shall fail to pay any sum when due under the terms of this contract, Sponsor shall pay, in addition to such amount, interest rate of 1½% per month on the unpaid amount from the original due date. Sponsor does further agree that it shall pay KYNEX's reasonable attorney's fees and court costs in the event KYNEX shall commence suit or incur fees to compel Sponsor to pay any sums due hereunder or otherwise as a result of Sponsor's default of any of the terms and provisions herein contained.
3. SPONSOR'S AGENT: **John Beasley** be designated as Sponsor's agent to whom all questions and inquiries shall relay all questions and inquiries. Sponsor's agent shall be the only agent of sponsor authorized to request rescheduling of the delivery and exhibition of the fireworks on the part of the sponsor.
4. If event is on land, sponsor to furnishing police and/or crowd security personnel, provide proper parking supervision, and insure adequate patrol of the safety zone as marked and secured by the sponsor until KYNEX Inc. advises that it is no longer necessary.
5. If event is over water, KYNEX Inc. will be responsible for marine permit, and for control of safety zone.
6. KYNEX Inc. reserves the right to stop the display in the event persons, vehicles, or animals enter the secured safety zone and security is unable or unwilling to remove them and enforce the safety regulations.

7. KYNEX Inc. will furnish all applicable licenses, permits and \$3,000,000 liability insurance and pyrotechnicians for your electronically fired display.
8. **NOTE:** In accordance with local regulations and ordinances, fireworks displays shall not take place later than 10:30pm unless approval is obtained from the governing authority. The restrictions shall not be applicable with regards to holidays such as December 31, January 1, or other national holidays. If for some reason, shoot time does not occur before the allotted time and shoot is canceled due to local authority or expiration of permit, Sponsor is liable for full payment of display.
9. Hold harmless KYNEX Inc. from any claims that do not directly relate to damages produced by its staff, equipment, or pyrotechnic material.
10. CREDITS: As a material inducement to KYNEX agreeing to enter into this agreement, Sponsors shall give KYNEX program credit as sole fireworks supplier and producer in all press releases, advertising, and any other program announcements, printed or otherwise.
11. If show is canceled, sponsor is responsible for any permit, fire watch, or barge/tug fees, if applicable. Additionally, Sponsor will be responsible for load in/ load out expenses not to exceed 50% of the budget. If show is stopped while in progress for any reason, Sponsor will still be responsible for contract amount minus the cost of material not discharged.
12. If winds exceed 20 miles per hour, fireworks display will be postponed to an agreed date between Sponsor and KYNEX Inc.
13. Rain date policy is as follows: postponement time is **11:30am** day of display.
14. If the delivery and/or exhibition of the fireworks are postponed by reason of inclement weather, it shall be re-scheduled to the Inclement Weather Date set forth by Sponsor.
15. **IMPORTANT NOTE:** Items listed in this proposal assume a firing area that conforms to NFPA Code 1123-2014, which states that there must be at least 70 feet per inch of shell diameter between firing site and any spectators, cars, or buildings. This program requires a safety zone that has a radius of **560** feet because of the inclusion of **8 inch** shells. Adjustments will be made to the content of this program if necessary to conform to NFPA 1123-2014.

*\*\*KYNEX Inc., upon acceptance of this contract in writing, agrees to fulfill the contract in a workmanlike and professional manner.*

---

Date

---

Sponsor



## AGENDA ITEM REPORT

### TOWN OF HILLIARD, FLORIDA

---

TO: Town Council Regular Meeting Meeting Date: June 6, 2024

FROM: ***Elizabeth Backe – Nassau County Planning Director***

SUBJECT: Town Council to set a Workshop at 6:00 p.m. on July 18, 2024, for a one-hour presentation or to allow a 10–15-minute presentation on July 18, 2024, Agenda for Nassau County to discuss their growth framework and future planning.

---

#### **BACKGROUND:**

See attached email.

#### **FINANCIAL IMPACT:**

None.

#### **RECOMMENDATION:**

Town Council to set a Workshop at 6:00 p.m. on July 18, 2024, for a one-hour presentation or to allow a 10–15-minute presentation on July 18, 2024, Agenda for Nassau County to discuss their growth framework and future planning.

**Lisa Purvis**

---

**From:** Lee Anne Wollitz  
**Sent:** Friday, May 24, 2024 7:47 AM  
**To:** Elizabeth Backe; Lisa Purvis  
**Subject:** RE: Growth Framework Meeting Series

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Elizabeth,

Lisa and I have talked. The Chambers will be open for your use at the time you have requested. However, we can't schedule a 6pm meeting without a Council vote. They have a scheduled meeting on 6/6. We will ask at that time is they have a desire for the longer presentation on 7/18 or if they just want to incorporate a shorter presentation into the agenda. One of us will get back with you when we have that set.

*Regards,*

*Lee Anne Wollitz*

Land Use Administrator

Town of Hilliard

PO Box 249

15859 West CR 108

Hilliard, FL 32046

904.845.3555 Phone

904.845.1221 Fax

[www.townofhilliard.com](http://www.townofhilliard.com)



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---

**From:** Elizabeth Backe <[ebacke@nassaucountyfl.com](mailto:ebacke@nassaucountyfl.com)>  
**Sent:** Monday, May 20, 2024 2:49 PM  
**To:** Lee Anne Wollitz <[lwollitz@townofhilliard.com](mailto:lwollitz@townofhilliard.com)>; Lisa Purvis <[lpurvis@townofhilliard.com](mailto:lpurvis@townofhilliard.com)>  
**Subject:** FW: Growth Framework Meeting Series

Good afternoon,

Our consultant with Halff (Kailey Saver) is asking in her below email if they could do the drop in's from 4:30 - 6 or 7 (7 if we do the regular meeting)? With setting up around 4.

And she also asks if they would have 15 minutes to present and for Q&A during the regular meeting? Otherwise, they'd prefer to have an earlier meeting (at 6pm) that would give enough time for a more in-depth mapping exercise.

Kind regards,  
Elizabeth

**Elizabeth Backe, AICP|Planning Director**  
96161 Nassau Place|Yulee, FL 32097  
P: (904) 530-6320 E: [ebacke@nassaucountyfl.com](mailto:ebacke@nassaucountyfl.com)

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NASSAU COUNTY, FLORIDA

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**From:** Kailey Saver <[ksaver@halff.com](mailto:ksaver@halff.com)>  
**Sent:** Thursday, May 16, 2024 2:36 PM  
**To:** Elizabeth Backe <[ebacke@nassaucountyfl.com](mailto:ebacke@nassaucountyfl.com)>  
**Cc:** Kendall Howard <[khoward@halff.com](mailto:khoward@halff.com)>  
**Subject:** Re: Growth Framework Meeting Series

Can we do the drop in's from 4:30 - 6 or 7 (7 if we do the regular meeting)? With setting up around 4.

If we present at their regular meeting, do we only have 15 minutes for a presentation and discussion? Or will we have time to do a more in-depth mapping exercise with them? If we have limited time at 7, maybe having an earlier meeting with them around 6 would be better.

**Kailey Saver, AICP**  
*Associate Planner*

**Halff**  
O: 214.346.6217  
E: [ksaver@halff.com](mailto:ksaver@halff.com)

**From:** Lee Anne Wollitz <[lwollitz@townofhilliard.com](mailto:lwollitz@townofhilliard.com)>  
**Sent:** Wednesday, May 8, 2024 11:13 AM  
**To:** Elizabeth Backe <[ebacke@nassaucountyfl.com](mailto:ebacke@nassaucountyfl.com)>  
**Cc:** Lisa Purvis <[lpurvis@townofhilliard.com](mailto:lpurvis@townofhilliard.com)>  
**Subject:** RE: Growth Framework Meeting Series

Elizabeth,

I will wait on Lisa to advise you on time limit for presentation on the 7/18 agenda.

As far as the community drop in, what is the time frame that you would like for us to plan to have Town Council Chambers open for the event?

Regards,

*Lee Anne Wollitz*

Land Use Administrator

Town of Hilliard

PO Box 249

15859 West CR 108

Hilliard, FL 32046

904.845.3555 Phone

904.845.1221 Fax

[www.townofhilliard.com](http://www.townofhilliard.com)



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---

**From:** Elizabeth Backe <[ebacke@nassaucountyfl.com](mailto:ebacke@nassaucountyfl.com)>  
**Sent:** Wednesday, May 8, 2024 9:42 AM  
**To:** Lee Anne Wollitz <[lwollitz@townofhilliard.com](mailto:lwollitz@townofhilliard.com)>  
**Cc:** Lisa Purvis <[lpurvis@townofhilliard.com](mailto:lpurvis@townofhilliard.com)>  
**Subject:** RE: Growth Framework Meeting Series

Good morning,

Yes, I apologize – Council was meant in the email, not Commission. And I believe our consultants would like to set up the Community drop in event for sometime in the afternoon on 7/18 and then to present to the Council during their regular meeting.

If there is a preferred amount of time for them to speak to the Council, I'm happy to pass that along to the consultant team.

Thank you so much – we appreciate the opportunity to speak with the Town of Hilliard on this important initiative!

Best regards,  
Elizabeth

**Elizabeth Backe, AICP|Planning Director**  
96161 Nassau Place|Yulee, FL 32097  
P: (904) 530-6320 E: [ebacke@nassaucountyfl.com](mailto:ebacke@nassaucountyfl.com)

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NASSAU COUNTY, FLORIDA

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**From:** Lee Anne Wollitz <[lwollitz@townofhilliard.com](mailto:lwollitz@townofhilliard.com)>  
**Sent:** Wednesday, May 8, 2024 8:23 AM  
**To:** Elizabeth Backe <[ebacke@nassaucountyfl.com](mailto:ebacke@nassaucountyfl.com)>  
**Subject:** RE: Growth Framework Meeting Series

Elizabeth,

We have a Town Council; I am assuming that that is what is meant by commission. If I am wrong, please let me know.

I am adding Town Clerk, Lisa Purvis to the conversation as she sets the Council's Agendas and schedules the use of Town Hall facilities.

We can arrange for Council Chambers to be available for your team for the Community Drop in evening whatever time they would like on 7/18.

Our Council has a regular scheduled meeting that evening at 7pm.  
Are you asking for us to set a workshop earlier in the evening for them to meet with Council(6pm?) or would a slot on the agenda be sufficient?  
Please keep in mind that all our Council and Mayor have full time jobs elsewhere so a midafternoon meeting where we could meet quorum is a long shot.

Regards,  
*Lee Anne Wollitz*  
Land Use Administrator  
Town of Hilliard  
PO Box 249  
15859 West CR 108  
Hilliard, FL 32046  
904.845.3555 Phone  
904.845.1221 Fax  
[www.townofhilliard.com](http://www.townofhilliard.com)



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---

**From:** Elizabeth Backe <[ebacke@nassaucountyfl.com](mailto:ebacke@nassaucountyfl.com)>  
**Sent:** Tuesday, May 7, 2024 9:37 AM  
**To:** Lee Anne Wollitz <[lwollitz@townofhilliard.com](mailto:lwollitz@townofhilliard.com)>  
**Subject:** Growth Framework Meeting Series

Good morning Lee Anne,

I hope you are doing well! Our Vision Plan consultant has asked me to coordinate with you in terms scheduling a presentation to your Commission on 7/18 when they are in town. The proposed schedule is below and has them tentatively presenting to your Commission on 7/18; would this work for you and is there someone else at the City I should contact to request that this be scheduled?

▪ 07.15 - Monday

- ARRIVAL
- CALLAHAN PRESENTATION (set-up by 4 community drop-in, discussion with Commission) (4 PM - 7 PM)

▪ 07.16 - Tuesday

- DROP IN - Amelia Island (11:00 - 2:00)
- COFB PRESENTATION (set-up by 4 community drop-in, discussion with Commission) (4 PM - 7 PM)

▪ 07.17 - Wednesday

- JOINT COMMISSION/PAC PRESENTATION (9AM)
- DROP-IN - Yulee (possibly FSCJ)

▪ 07.18 - Thursday

- DROP-IN - West Side (possibly fairgrounds) (11:00 - 2:00)
- HILLIARD PRESENTATION (set-up by 4 community drop-in, discussion with Commission)

Kind regards,  
Elizabeth

**Elizabeth Backe, AICP|Planning Director**  
96161 Nassau Place|Yulee, FL 32097  
P: (904) 530-6320 E: [ebacke@nassaucountyfl.com](mailto:ebacke@nassaucountyfl.com)

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

ITEM-7



## AGENDA ITEM REPORT TOWN OF HILLIARD, FLORIDA

---

TO: Town Council Regular Meeting Meeting Date: June 6, 2024

FROM: *Lisa Purvis, MMC – Town Clerk*

SUBJECT: Town Council to consider the Hilliard Middle School High School's request for a sports poster advertisement.

---

### **BACKGROUND:**

See attached.

### **FINANCIAL IMPACT:**

\$

### **RECOMMENDATION:**

Town Council to consider the Hilliard Middle School High School's request for a sports poster advertisement.

**Lisa Purvis**

**From:** On Time Sports <promos2@ontimesportsco.com>  
**Sent:** Tuesday, May 7, 2024 3:15 PM  
**To:** Lisa Purvis  
**Subject:** Poster Project for Hilliard Middle Senior High School

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

You don't often get email from promos2@ontimesportsco.com. [Learn why this is important](#)

Hello Lisa,

We're working on the sports poster/schedules for **Hilliard Middle Senior High School for the Fall season**. We gather sponsors/advertisers to feature on the border of the posters. The featured advertisers are helping in a couple of ways: by providing the school with their sports posters/schedules and raising funds for their athletic programs for the season.

The posters/schedules are meant to go out into the community. They will be hung up at schools, storefronts, and supporting businesses around high-traffic areas. When you do an ad you are not only supporting the school you are able to get advertising throughout the community.

Below is the price list. There are discounts available for multiple seasons if you choose to sponsor more than one season.

## **PRICING**

<b>SIZE</b>	<b>PRICE</b>
<b>2.5 X 1</b>	<b>\$199</b>
<b>2.5 X 2</b>	<b>\$249</b>
<b>2.5 X 3</b>	<b>\$349</b>
<b>5 X 3</b>	<b>\$499</b>
<b>5 X 4</b>	<b>\$649</b>
<b>10X4</b>	<b>\$1,199</b>
<b>15X4</b>	<b>\$1,799</b>

( Please give the Image a second to pop up)

Here is an example of the sports poster/schedule. As you can see the school name and mascot are on the top, and their sports schedule is located in the middle of the poster. Our proud sponsors are built around the sports schedule. The ads can be done in your business logo's full color, and the sports poster is done in the school's colors. The posters are done in high gloss and are high-quality posters made to last.

- HOME OF THE POSTERS -

# ON TIME ATHLETICS

## SPRING 2022 CALENDAR

VARSITY BASEBALL				VARSITY SOFTBALL				TRACK & FIELD			
DATE	OPPONENT	LOCATION	TIME	DATE	OPPONENT	LOCATION	TIME	DATE	OPPONENT	LOCATION	TIME
3/1	EAST	AWAY	5:00	3/1	EAST	AWAY	5:00	3/1	EAST	AWAY	5:00
3/4	WEST	AWAY	5:00	3/4	WEST	AWAY	5:00	3/4	WEST	AWAY	5:00
3/7	NORTH	AWAY	5:00	3/7	NORTH	AWAY	5:00	3/7	NORTH	AWAY	5:00
3/10	SOUTH	AWAY	5:00	3/10	SOUTH	AWAY	5:00	3/10	SOUTH	AWAY	5:00
3/13	EAST	HOME	5:00	3/13	EAST	HOME	5:00	3/13	EAST	HOME	5:00
3/16	WEST	HOME	5:00	3/16	WEST	HOME	5:00	3/16	WEST	HOME	5:00
3/19	NORTH	HOME	5:00	3/19	NORTH	HOME	5:00	3/19	NORTH	HOME	5:00
3/22	SOUTH	HOME	5:00	3/22	SOUTH	HOME	5:00	3/22	SOUTH	HOME	5:00


HOME EVENTS IN BOLD

5 X 3

2.5 X 3

2.5 X 1

2.5 X 2

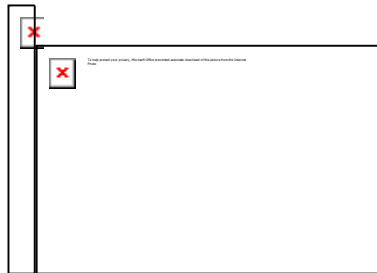


10 X 4


5 X 4

**FULL BANNER**  
**15 X 4**

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**Sam Tabba | Sponsorship Coordinator**

 (208) 900-5662

 [ontimesportsco.com](http://ontimesportsco.com)

*"Your Source for High School Sports Promotions"*





# AGENDA ITEM REPORT

## TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: June 6, 2024

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

SUBJECT: Town Council approval of Town Clerk’s Office staff new position descriptions with new titles and responsibilities.

**BACKGROUND:**

With the retirement of long-term employee Myra Cockerham, the desire and need came to move duties within existing position descriptions as well as adding new titles and responsibilities.

Kim Corbett, will move into the main portion of Myra’s position and take on a leadership role in oversight and supervision of the front office staff as well as training. Position Process to be on the June 20, 2024, agenda for approval.

Alicia Head, will move into the main portion of Kim’s position and with information and events coordinating being added into her position description. Position Process to be on the June 20, 2024, agenda for approval.

Calen Burnette, duties have been added and/or moved based on the current duties she is responsible for and to spread the workload more evenly.

Elise Earnest, duties have been added and/or moved based on the current duties she is responsible for and to spread the workload more evenly.

The open position that Alicia will be vacating, payment window, will have additional duties and responsibilities added due to Alicia continuing to do the information and events coordinating duties. The open full-time position will be advertised in June and filled by the first of July. With the expectation of the Position Process on June 20, 2024, agenda for approval at a proposed Grade 3.

The opening of a temporary position that will assist where needed in the office with a variety of clerical tasks. The new temporary position will be advertised in June and filed by the first of July. With the expectation of the Position Process on the June 20, 2024, agenda for approval at a proposed Grade 2. This position will be for a period of no more than six months at which time will be evaluated to determine the need for an additional position.

**FINANCIAL IMPACT:**

TBD

**RECOMMENDATION:**

Town Council approval of Town Clerk’s Office staff new position descriptions with new titles and responsibilities.



## Position Description

*To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodation may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.*

### Administrative Assistant

**Department:** Town Clerk  
**Pay Grade:** 3  
**FLSA Status:** Non-Exempt

#### JOB SUMMARY

The purpose of this classification is to provide customer service to the citizens of the Town of Hilliard under the general supervision and direction of the Town Clerk. The Administrative Assistant is entrusted with numerous and diverse duties. In addition to the required duties performed, the Administrative Assistant provides assistance and support to the Town Clerk participating in discussion and decision making in a variety of areas relating to job duties and responsibilities. A person must be able to work independently with minimal supervision.

#### ESSENTIAL JOB FUNCTIONS:

##### **Customer Service:**

- Provide customer service.
- Address citizen complaints.
- First/Second to answer phone calls and greet customers in a timely and accurate manner, offering assistance to customers.
- Direct complaints, correspondence, and inquiries for action to various departments at the Town Clerk's request.
- Perform liaison work between the Town Council, Town Clerk, and public as may be directed.

##### **Administrative:**

- ~~Primary with the maintaining the Town's social media sites. Update and maintain with all current information, upcoming information and creating information.~~ AH
- Prepare service orders upon request or necessity in the system and final in system upon completion.
- Assist with employee applications and background checks.
- Provide Notary Services ~~upon the expiration of K. Corbett's.~~ after one year of employment.
- ~~Assist the Town Clerk in maintaining codification of Town Ordinances with Municipal Code Corporation.~~ EE

- Research and furnish data to the public in accordance with the Public Records Laws.
- Conduct business with other municipalities, state and federal agencies as directed by the Town Clerk.
- Under the guidance of the Town Clerk, develops standard operating procedures and department policies.
- Monitors and stays current with technology and practices related to the Town Clerk's Office functions.
- Assist with special projects assigned by the Town Clerk to achieve the Town's long- and short-term goals.
- ~~Assists with records management activities including file maintenance with adherence to records retention schedule of Town records and e-mails.~~ KC & EE
- Ensure that all official Town documents are maintained in an accurate system for cross-file of Town Council actions.
- Always proof and edit all work for accuracy.
- Maintain department files for use by self and others in department.
- Prepare or follow up on requests from the Town Clerk.
- Prepare or follow up on requests from the Mayor & Town Council Members.
- Prepare or follow up on requests from the Public Works Director.
- Prepare or follow up on requests from the Parks & Recreation Director.

#### Utility System:

- Assist with maintaining the AMI System for utility billing. Daily checking for red flags on account and assisting with any issues that need to be resolved.
- Transfer customer accounts when customers move from one location to another.
- Close out customer accounts and process final bill in monthly billing or refund to accounts payable.
- Prepare and maintain all utility accounts and reports.
- Process billing adjustments upon review and signed approval from the Town Clerk.
- Assess late charges monthly and prepare and maintain late charge reports.
- Print and prepare late notices then prepare for mailing through the stuffer machine and send/take to post office the next morning.
- Assess the second late charge monthly and prepare and maintain a second late charge report.
- Prepare cut off list monthly for delinquent accounts and oversee services restored with payment.
- Prepare service orders upon request or necessity and upon completion input final information or outcome into customers' account.
- Reverse return checks on customer accounts upon receipt and send customer notice of return item.
- Collect and process bad debt and nonsufficient fund checks in accordance with the Utility Code Chapter 58.
- Set up new customer account information and apply new deposits to customer account.
- Promote bank draft to customers and set up all new bank draft customers.
- Assist "Help Agencies" with paying customer utility accounts and maintain payment records.
- Maintain a copy of the meter change out list with serial numbers, account number and readings on each meter and review for accuracy.
- Upon final billing on customer accounts maintain spreadsheet by fiscal year to verify

if final payment is made, if final payment is not made, make every attempt possible to collect on outstanding balance (send collection letter, phone call and/or email advising customer of outstanding balance). The spreadsheet should contain all collection activity including date of balance and if paid date paid. Receive approval from Town Clerk prior to submitting for legal action.

- Follow the Utility Code Section 58 of the Hilliard Town Code regarding deceased accounts. Notify in writing 30 days following deceased notice that they have 90-days to comply.
- Follow the Utility Code Section 58 of the Hilliard Town Code regarding the transferring of delinquent customer balances to new accounts.
- Keep up to date records and knowledge of all utility fees.
- Track commercial hydrant usage & follow up with customers/contractors to ensure that deposit is received, usage is billed, and deposit is refunded if applicable.

### Cash Collection:

- Input utility payments, building permits, business tax receipts and miscellaneous receipts daily and maintain cash drawer for balancing and accuracy.
- Check and apply payments from payment drop box daily.
- Assist customers with office, phone, and online credit card payments.
- Maintain revenue files with copies of checks and receipt and/or wire transfer remittance advice. Balance to general ledger quarterly.
- Prepare cash drawer, phones, drive through window and business door for open and close of business daily.
- Maintain cash drawer daily and print daily close report at 5pm daily for daily deposit at 9am next business day. On the first and second penalty dates for daily deposit made that same day at 5pm.
- Maintain and switch out external hard drive back up every Friday.

### Miscellaneous Duties:

- Assist in coordination of ~~Coordinate and plan all special events/projects.~~
- ~~Prepare, Maintain, and keep currently updated and purged the Town's Hilliard Action Committee Agendas, Minutes, and events information. AH~~
- ~~Responsible for all boil water notifications to critical commercial businesses, general customers, news outlets and social media. AH~~
- Update and keep current with upcoming Town Meetings and ~~Special Events~~ on the Town of Hilliard advertisement board at the front entrance to the Council Chambers.
- Update and keep current with upcoming Town Meeting Agendas and ~~Special Events~~ on the ~~Town bulletin board(s) outside at the front entrance to the~~ in the Council Chambers, and in the business office entry area (TV). ~~and at the drive through payment window.~~
- ~~Prior to scheduled office closure (holidays) or emergency weather or similar situations; prepare office closed flyer and post at business entrance. AH~~
- Maintain and update customer literature and information in the lobby.
- Oversee office equipment maintenance and troubleshoot equipment problems as needed.
- Order and maintain office supplies and equipment as needed or requested. Stocking and distributing all items ordered to the appropriate location.
- Prepare and maintain monthly fuel tax reports, filing and submittals.
- ~~Maintain daily journal of all tasks worked on that day for use by self and others in department.~~ OPTIONAL

- Ability to take on additional municipal duties as required.

**Other Duties and Responsibilities:**

- Provide backup to other staff members as needed.
- Provide backup with Business Tax Receipts as needed.
- Provide backup to Accounts Payable as needed.
- Provide backup to the Building Department as needed.
- Perform computer operation activities for other departments.

These examples are intended only as illustrations of various types of work performed and are not necessarily all-inclusive. The job description is subject to change as the needs of the employer and the requirements of the job change.

**MINIMUM REQUIREMENTS TO PERFORM WORK:**

- High school diploma or equivalent.
- Associate degree in business preferred.
- Two (2) years' experience in the public sector or related field.
- Or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.

**LICENSES, CERTIFICATIONS OR REGISTRATIONS:**

- Valid State of Florida Driver's License

**KNOWLEDGE, SKILLS AND ABILITIES:**

- Knowledge of computer data entry systems and word processing applications; Windows OS, Microsoft Office Suite, or other related programs deemed necessary.
- Knowledge of Florida Statutes.
- Knowledge of basic arithmetic operations.
- Skill in dealing with community groups and individuals.
- Skill in starting, stopping, operating, and monitoring the functioning of equipment, machinery, tools, and/or materials used in performing essential functions.
- Skills in verbal and written communication.
- Ability to perform addition, subtraction, multiplication, and division; ability to calculate decimals and percentages; may include ability to perform mathematical operations with fractions.
- Ability to work independently with minimal supervision.
- Ability to deal courteously with the general public; establish and maintain effective relationships with employees, supervisors, administrators, and other Town personnel.
- Ability to organize and accomplish work responsibilities and tasks.

**PHYSICAL DEMANDS:**

Work consists of sedentary work, which requires exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Tasks may involve extended periods of sitting, including time at a keyboard or workstation. Some tasks require the ability to perceive and discriminate visual cues or signals. Some tasks require the ability to communicate orally.

**WORK ENVIRONMENT:**

Work is performed in a normal office environment. Essential functions are regularly performed without exposure to adverse environmental conditions.

**CONDITIONS OF EMPLOYMENT:**

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

*The Town of Hilliard has the right to revise this position description at any time and does not represent in any way a contract of employment.*

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor (or HR) Signature

\_\_\_\_\_  
Date

*The Town of Hilliard, Florida commits to a policy of equal employment opportunity for applicants and employees, complying with local, state, and federal laws. The Town's policy is to employ qualified persons without discrimination regarding race, creed, color, religion, age, sex, country of national origin, marital status, disability, sexual orientation, gender identity, genetic information, political affiliation, ethnicity, or status in any other group protected by federal/state/local law.*



## Position Description

*To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.*

### Administrative Assistant – Temporary

**Department:** Town Clerk  
**Pay Grade:** 2  
**FLSA Status:** Non-Exempt

#### **JOB SUMMARY**

The purpose of this classification is to perform a variety of administrative and clerical work for the Town of Hilliard under the general supervision and direction of the Town Clerk. The position is designed to work directly and indirectly providing assistance and support to every department/employee within the Town Clerk’s office. A person must be able to work independently with minimal supervision.

#### **ESSENTIAL JOB FUNCTIONS:**

- Provide customer service when needed.
- Assist with citizen complaints when needed.
- Assist in answer phone calls and greet customers on an as needed bases in a timely and accurately manner.
- Assist in directing complaints, correspondence, and inquiries for action to various departments at the Town Clerk’s request.
- Assist in performing liaison work between the Town Council, Town Clerk, and public as may be directed.
- Assist with all clerical functions within the Town Clerk’s office.
- Performs other related duties as assigned.
- Ability to take on additional municipal duties as required.

#### **Provide assistance and support to other staff members in the following areas:**

- Cash Collection when needed.
- Daily Deposit when needed.
- Daily Mail & Bank run when needed.
- Utility Department when needed.
- Business Tax Receipts when needed.
- Accounts Payable when needed.
- Financial & Payroll when needed.
- Building Department when needed.

- Accounts Receivable when needed.
- Perform computer operation activities for other departments.

These examples are intended only as illustrations of various types of work performed and are not necessarily all-inclusive. The job description is subject to change as the needs of the employer and the requirements of the job change.

**MINIMUM REQUIREMENTS TO PERFORM WORK:**

- High school students or High school diploma or equivalent.

**LICENSES, CERTIFICATIONS OR REGISTRATIONS:**

- Valid State of Florida Driver's License

**KNOWLEDGE, SKILLS AND ABILITIES:**

- Knowledge of computer data entry systems and word processing applications; Windows OS, Microsoft Office Suite, or other related programs deemed necessary.
- Knowledge of Florida Statutes.
- Knowledge of basic arithmetic operations.
- Skill in dealing with community groups and individuals.
- Skill in starting, stopping, operating and monitoring the functioning of equipment, machinery, tools, and/or materials used in performing essential functions.
- Skills in verbal and written communication.
- Ability to perform addition, subtraction, multiplication, and division; ability to calculate decimals and percentages; may include ability to perform mathematical operations with fractions.
- Ability to work independently with minimal supervision.
- Ability to deal courteously with the general public; establish and maintain effective relationships with employees, supervisors, administrators, and other Town personnel.
- Ability to organize and accomplish work responsibilities and tasks.

**PHYSICAL DEMANDS:**

Work consists of sedentary work, which requires exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Tasks may involve extended periods of sitting, including time at a keyboard or workstation. Some tasks require the ability to perceive and discriminate visual cues or signals. Some tasks require the ability to communicate orally.

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\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor (or HR) Signature

\_\_\_\_\_  
Date

*The Town of Hilliard, Florida commits to a policy of equal employment opportunity for applicants and employees, complying with local, state and federal laws. The Town's policy is to employ qualified persons without discrimination regarding race, creed, color, religion, age, sex, country of national origin, marital status, disability, sexual orientation, gender identity, genetic information, political affiliation, ethnicity, or status in any other group protected by federal/state/local law.*

# HILLIARD TOWN COUNCIL MEETING

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

## TOWN COUNCIL MEMBERS

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

## ADMINISTRATIVE STAFF

Lisa Purvis, Town Clerk  
Joel Hall P.E., Public Works Director  
Gabe Whittenburg, Parks & Rec Director

## TOWN ATTORNEY

Christian Waugh

## MINUTES

THURSDAY, MAY 16, 2024, 7:00 PM

### NOTICE TO PUBLIC

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

### PLEDGE OF CIVILITY

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

## CALL TO ORDER

## PRAYER & PLEDGE OF ALLEGIANCE

## ROLL CALL

## PRESENT

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

## PRESENTATIONS

ITEM-1 Mayor Beasley to present a donation in the amount of \$500 on behalf of the Northeast Florida League of Cities to Hilliard Youth Football.

***John P. Beasley – Mayor***

**Mayor Beasley**, presents a donation in the amount of \$500 on behalf of the Northeast Florida League of Cities to the Hilliard Youth Football.

**Parks & Recreation Director, Gabe Whittenburg**, accepts on behalf of Hal Keene.

**REGULAR MEETING**

ITEM-2 Additions/Deletions to Agenda

No additions to or from the Agenda.

ITEM-3 Town Council approval of the Annual Financial Statements & Audit for the fiscal year ending September 30, 2023.

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

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

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

ITEM-4 Town Council approval of Supplemental Agreement No. 20 to AECOM's Basic Agreement dated March 17, 2022, for the Design and Building of Contract documents for a Hangar Building at the Hilliard Airpark.

***Bill Prange, PE - AECOM***

**Bill Prange with AECOM** explains Supplemental Agreement No. 20, and states that there are currently 25 Hangar units, and that this agreement will add an additional unit.

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

ITEM-5 Town Council approval of Supplemental Agreement No. 22 to AECOM's Basic Agreement dated March 17, 2022, for Runway Protection Zone clearing at the Hilliard Airpark.

***Bill Prange, P.E. - AECOM***

**Bill Prange with AECOM** explains Supplemental Agreement No. 22 for the Runway Protection Zone clearing at the Hilliard Airpark.

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

ITEM-6 Town Council approval of Supplemental Agreement No. 21 to AECOM's Basic Agreement dated March 17, 2022, for the Cultural Resources Support Services for the future Pea Farm Road Relocation at the Hilliard Airpark.

***Bill Prange, PE – AECOM***

**Bill Prange with AECOM** explains Supplemental Agreement No. 21 for the Cultural Resources Support Services for the future Pea Farm Road Relocation at the Hilliard Airpark.

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

- ITEM-7 Town Council approval of capital expenditure for the Wastewater Collection SCADA System Expansion from Energy Engineering Systems, LLC., in the amount of \$18,722.00.  
**Joel Hall P.E. – Public Works Director**

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

- ITEM-8 Town Council approval of the capital expenditure for the repair of Well #4's Seal from Complete Services Well Drilling, INC., not to exceed the quoted amount of \$6,950.00.  
**Joel Hall P.E. – Public Works Director**

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

- ITEM-9 Town Council approval of the request for additional Parks & Recreation Seasonal Staff.  
**Gabe Whittenburg – Parks & Recreation Director**

**Parks & Recreation Director, Gabe Whittenburg**, explains the need for additional lifeguards, as this year there are more certified lifeguards than in years past, and there will not be any additional hours just more lifeguards to fill the hours.

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

- ITEM-10 Town Council approval to surplus the Hilliard Volunteer Fire Department's 2007 Ford Explorer donated command vehicle, and to authorize the sale to the Town of Callahan.  
**Mike Sadler – Hilliard Volunteer Fire Department**

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

- ITEM-11 Town Council to consider the Hilliard Middle School High School's request for a sports poster advertisement.  
**Lisa Purvis, MMC – Town Clerk**

**Town Council**, tables until more information is received.

**Parks & Recreation Director, Gabe Whittenburg**, to acquire more information from Jason Collins, the Hilliard Middle-Senior High School Athletic Director.

ITEM-12 Town Council approval of the Minutes for the May 2, 2024, Regular Meeting.  
***Lisa Purvis, MMC – Town Clerk***

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

ITEM-13 Town Council approval of the Complete Services Well Drilling, INC., Payable through April 30, 2024, Project Name: Well Pump 5 in the amount of \$46,540.  
**CAPITAL FUNDED PROJECT LUMP SUM PROJECT**

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

ITEM-14 Town Council approval of Mittauer & Associates, Inc., Payable through April 30, 2024, Project Name FDEP PA0302 Oxford Street Force Main Rerouting in the amount of \$4,830.

**FDEP LPA0302 GRANT FUNDED PROJECT LUMP SUM CONTRACT \$101,900**

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

ITEM-15 Town Council approval of the Payable through April 29, 2024, Project Name: 2024 IT Town Hall Refresh in the amount \$49.59.

**CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$43,624.55**

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

ITEM-16 Town Council approval of the Payables through April 17, 2024, Project Name: 2024 IT Town Hall Park Expansion in the amount \$1,640.80.

**CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$25,512**

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

## **ADDITIONAL COMMENTS**

### **PUBLIC**

No public comments.

### **MAYOR & TOWN COUNCIL**

**Councilman Hunter**, thanks everyone for all their support, as well as their thoughts and prayers during the passing of his mother in law and then his father in law and the Town's

previous Mayor David Buchanan.

**Councilman Wollitz**, thanks the Town Clerk, Lisa Purvis, and her staff for the Audit, and wishes Mayor Beasley a Happy 60<sup>th</sup> Birthday.

#### **ADMINISTRATIVE STAFF**

##### **PRESENT**

Public Works Director, Joel Hall

Town Clerk, Lisa Purvis

Parks & Recreation Director, Gabe Whittenburg

**Parks & Recreation Director, Gabe Whittenburg**, states that Chad Brock donated sod to the Town Hall Park, and that LGI completed a service project at Oxford Park where they cleaned the entire park and at the end donated \$3,000.

**Town Clerk, Lisa Purvis**, reminds all that the Monthly Workshop has been rescheduled for Monday, May 20, 2024, and that Robert Companion of Nassau County will be present for the discussion.

She states that the Nassau County Chamber of Commerce is putting together a map for the Westside of Nassau County and South Georgia, and came by to see if the Town of Hilliard would be interested in being on the map. She continues by stating the Discovery Map has over 40,000 copies distributed and is also featured on their website, which gets over 5,000 visitors per day. To place the Town Hall, Town Hall Park, and the other 3 facilities, the cost would be \$2,300. However, if only the Town Hall and Town Hall Park are listed, the cost would be \$600.

#### **TOWN ATTORNEY**

No comments.

#### **ADJOURNMENT**

Motion to adjourn at 7:33 p.m.

Motion made by Council President Sims, Seconded by Councilman Hunter.

Voting Yea: Council President Sims, Council Pro Tem Pickett, Councilman Wollitz, Councilman Hunter, Councilman Michaels

Approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the Hilliard Town Council, Hilliard, Florida.

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Kenneth A. Sims, Sr.  
Council President

ATTEST:

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Lisa Purvis  
Town Clerk

APPROVED:

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John P. Beasley  
Mayor

# HILLIARD TOWN COUNCIL MEETING

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Lee Pickett, Council Pro Tem  
Joe Michaels, Councilman  
Jared Wollitz, Councilman  
Dallis Hunter, Councilman

## ADMINISTRATIVE STAFF

Lisa Purvis, Town Clerk  
Joel Hall P.E., Public Works Director  
Gabe Whittenburg, Parks & Rec Director

## TOWN ATTORNEY

Christian Waugh

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## MINUTES

THURSDAY, MAY 16, 2024, 6:00 PM

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### CALL TO ORDER

### PRAYER & PLEDGE OF ALLEGIANCE

### ROLL CALL

#### PRESENT

Mayor John Beasley  
Council President Kenny Sims  
Council Pro Tem Lee Pickett  
Councilman Jared Wollitz  
Councilman Dallis Hunter  
Councilman Joe Michaels  
Town Clerk, Lisa Purvis  
Public Works Director, Joel Hall

#### ABSENT

Parks & Recreation Director, Gabe Whittenburg  
Town Attorney, Christian Waugh

### WORKSHOP

ITEM-1 Town Council review of the Preliminary & Tentative Annual Financial Statements, for the fiscal year ending September 30, 2023.  
***Brad Hough, CPA – Powell & Jones, CPA's***

Brad Hough, CPA, for Powell & Jones CPA's, reviews and explains the Preliminary & Tentative Annual Financial Statements for the fiscal year ending September 30, 2023. The following pages are discussed:

**Pages 7-9: Independent Auditor's Report and Audit Opinion.**

**Pages 10-13: Management Discussion and Analysis**

As of the close of the current fiscal year, the Town's governmental funds reported a combined ending fund balances of \$2,332,626.00, an increase of \$198,358.00 in comparison with the prior year. Of this amount, \$380,934.00 is available for spending at the government's discretion (unassigned or assigned balance).



**Pages 22-24: Statement of Net Position & Activities**

The Audit shows an unrestricted Net Pension of \$588,087.00.

**Page 25: Balance Sheet****Page 26: Statement of Revenues, Expenditures and Changes in Fund Balances**

Layout of Capital Revenue and Expenses activities.

**Page 28-29: Statement of Net Position**

Net Assets are unrestricted.

**Page 30: Statement of Revenues, Expenses and Changes in Net Position**

Shows an operating loss of (621,090.00).

**Page 31: Statement of Cash Flows**

Cash Flow Enterprise Fund

**Page 49: Capital Assets****Page 52: Long-Term Liabilities**

Debt Pension and Compensated Absences

**Page 54: Bonds Payable****Page 67: Statement of Revenues, Expenditures and Changes in Fund Balances Budget and Actual**

Government Budget versus the actual amount of \$32,552.00.

**Page 68-69: Special Revenue**

Local Option Gas Tax Fund and Sales Tax

**Page 81: Compliance Section**

No findings were found for the 2022-2023 Fiscal Year.

**Page 83: Management Letter****Page 84: Enterprise Fund****Page 86: Independent Accountant's Report**

ARPA Funds in compliance.

**Page 89: Communication with Those Charged with Governance**

No non-compliance.

**ADDITIONAL COMMENTS**

Town Council and Staff, discuss the state of the Town as it relates to the Town's failing infrastructure. The Clerk advises that her plan is to set up a meeting with Senator Clay Yarborough and Representative Dean Black to discuss the Town's critical need for sewer rehabilitation funding.

**ADJOURNMENT**

Motion to adjourn at 6:32 p.m.

Motion made by Council President Sims, Seconded by Council Pro Tem Pickett.

Voting Yea: Council President Sims, Council Pro Tem Pickett, Councilman Wollitz, Councilman Hunter, Councilman Michaels

Approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the Hilliard Town Council, Hilliard, Florida.

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Kenneth A. Sims, Sr.  
Council President

ATTEST:

---

Lisa Purvis  
Town Clerk

APPROVED:

---

John P. Beasley  
Mayor

# HILLIARD TOWN COUNCIL MEETING

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Lee Pickett, Council Pro Tem  
Joe Michaels, Councilman  
Jared Wollitz, Councilman  
Dallis Hunter, Councilman

## ADMINISTRATIVE STAFF

Lisa Purvis, Town Clerk  
Joel Hall P.E., Public Works Director  
Gabe Whittenburg, Parks & Rec Director

## TOWN ATTORNEY

Christian Waugh

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## MINUTES

MONDAY, MAY 20, 2024, 6:00 PM

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### CALL TO ORDER

### PRAYER & PLEDGE OF ALLEGIANCE

### ROLL CALL

#### PRESENT

Mayor John Beasley  
Council President Kenny Sims  
Council Pro Tem Lee Pickett  
Councilman Jared Wollitz  
Councilman Joe Michaels  
Town Clerk, Lisa Purvis  
Public Works Director, Joel Hall  
Asst Public Works Director, Cory Hobbs

#### ABSENT

Councilman Dallis Hunter  
Parks & Recreation Director, Gabe Whittenburg  
Town Attorney, Christian Waugh

### PRESENTATION

Presentation to the Town Council regarding the Nassau County Mobility Plan and Pavement Management Plan.

***Robert Companion – Nassau Deputy County Manager/ Engineer***

Nassau Deputy County Manager/Engineer, Robert Companion, presents the Town Council the Nassau County Mobility Plan & Pavement Management Plan. Page 4 of the presentation shows the list of roadways within Nassau County projected to exceed the level of service threshold by 2040, and that this Management Plan was adopted by the County on August 25, 2014. He continues by stating that Nassau County is going to evaluate the Town of Hilliard along with the County's roads at \$90.00 per mile, and that Nassau is resurfacing an average of 20 miles per year. He then asks if the Town would like the County's help, to which Council President Sims states that he would love the help. The Town of Hilliard will be included in the evaluation with Nassau County which is scheduled to start in August of 2024.

## WORKSHOP

- ITEM-1 Town Council to review and discuss the Town of Hilliard potentially adopting Mobility Fees for new development.  
**Lisa Purvis, MMC – Town Clerk**
- Town Clerk, Lisa Purvis, discusses the Town of Hilliard adoption of Mobility Fees for new development with the Town Council. She states that Nassau County will assist the Town in this process and the Town can piggyback on the consultant's contract that the County used to assist them.
- ITEM-2 Town Council to review and discuss the Town of Hilliard potentially utilizing Nassau County Pavement Management Software and Construction Contracts for resurface existing roads within the Town.  
**Lisa Purvis, MMC – Town Clerk**
- Town Clerk, Lisa Purvis, discusses utilizing Nassau County Pavement Management Software and Construction Contracts to resurface existing roads within the Town. She states that Nassau County will include the Town of Hilliard in the upcoming evaluation in August, and that the Town can piggyback the County's paving contract.  
 Councilman Wollitz states that he thinks that the Town and County should look into an interlocal agreement when it comes to impacting the Town's roads.
- ITEM-3 Town Council to review and discuss water & sewer service cutoffs for nonpayment.  
**Cory Hobbs – Assistant Public Works Director**
- Assistant Public Works Director, Cory Hobbs, discusses water & sewer cutoffs for nonpayment, and the need to review the after-hours fee for turning on cut off services. This item will be considered when the water and sewer fees are discussed during the upcoming budget.
- ITEM-4 Town Council to review and discuss the Commission on Ethics FORM 6 E-Filing requirement for local elected officials.  
**John P. Beasley – Mayor**
- Mayor Beasley, states that Town Clerk, Lisa Purvis, provided information from the Florida League of Cities & Florida Association of City Clerks webinar that she attended in February, that provides step-by-step instructions on how to file the Form-6 report to the Florida Commission on Ethics.
- ITEM-5 Town Council to review and discuss the information provided by the Town Clerk regarding staffing and position descriptions in the Town Hall Office.  
**Lisa Purvis, MMC – Town Clerk**
- Town Clerk, Lisa Purvis, explains each employee's duties and classes to be taken moving forward following the retirement of Myra Cockerham in September of 2024. Kim Corbett will be transitioning to Myra Cockerham's position, with some duties transferring to Calen Burnette and Elise Earnest. Alicia Head will be transitioning to Kim Corbett's current position, with Kim Corbett overseeing the

front office staff and training. Alicia Head will also to be gaining the title of information and event coordinator. She continues by stating a new hire will fill Alicia’s current position, and that a temporary employee will be hired for clerical needs at 30 hours weekly for 6 months, and for an evaluation to be conducted afterwards to determine the need. Advertisements for said positions are to be ran with the positions starting the beginning of July. The new positions descriptions will be on the June 6, 2024, Regular Meeting Agenda for approval.

**ADDITIONAL COMMENTS**

Town Clerk, Lisa Purvis, updates the Town Council on the 13 grants that the Town currently has in progress.

**ADJOURNMENT**

Motion to adjourn at 7:41 p.m.

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the Hilliard Town Council, Hilliard, Florida.

\_\_\_\_\_  
Kenneth A. Sims, Sr.  
Council President

ATTEST:

\_\_\_\_\_  
Lisa Purvis  
Town Clerk

APPROVED:

\_\_\_\_\_  
John P. Beasley  
Mayor

# INVOICE

**Kynex, Inc.**  
4160 Elizabeth Lane  
Middleburg, FL 32068

james@kynexplosives.com  
(352) 275-9135  
www.kynexplosives.com



## Town of Hilliard

**Bill to**  
Town of Hilliard

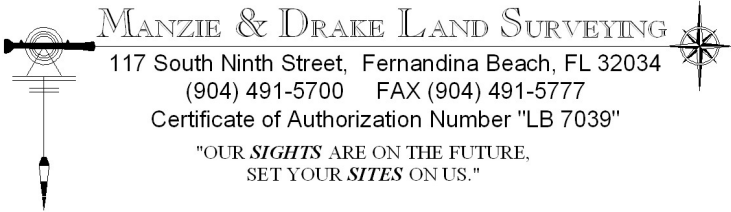
### Invoice details

Invoice no.: 1164  
Terms: Net 30  
Invoice date: 05/22/2024  
Due date: 06/21/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>Fireworks Display</b>	Deposit for July 4th Display	1	\$15,000.00	\$15,000.00
<b>Total</b>						<b>\$15,000.00</b>

### Note to customer

Please make checks payable to Kynex, Inc.



DATE	INVOICE #
5/30/2024	22488

<b>BILL TO</b>
TOWN OF HILLIARD ATTN. LISA PURVIS P.O. BOX 249 15859 WEST CR 108 HILLIARD, FL 32046

<b>SHIP TO</b>

PROJECT NO.	TERMS	CLIENT NAME
22014	Due on receipt	HILLIARD

DESCRIPTION	RATE	AMOUNT
BOUNDARY SURVEY... 371232 EASTWOOD ROAD Sales Tax	6,750.00 0.00%	6,750.00 0.00
<b>Total</b>		\$6,750.00

Please include our Invoice # and Project # on your check for accurate credit to your account. Thank you.



Town of Hilliard,

The following estimate is for the Six-Inch Lateral Sewer Service Repair located at 552026 US HWY. 1.

The estimate submitted includes materials needed along with equipment/labor rate for the repair. Job duration should take approximately 5 days to complete. Excluded in the estimate is any Inspection Video of repair on pipe. Site Savvy Inc will submit a change order of the additional work and charges for the approval of work needed. Site Savvy Inc will guarantee all work done for 1 year after completion date. We can start working on this repair as soon as locates can be done. Monday May 20<sup>th</sup> of 2024.

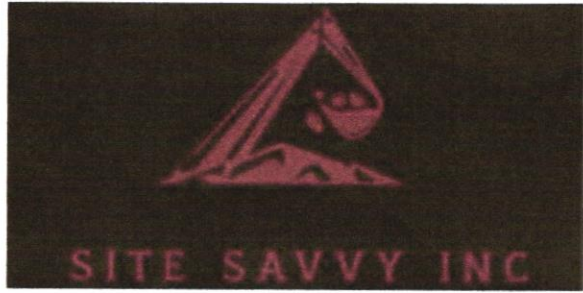
Regards,

Ron Geiger  
Site Savvy Inc  
(904) 742-0416



**Site Savvy Inc**

36287 Acom Pl  
Hilliard, FL 32046 US  
(904) 625-7809  
contact@sitesavvyinc.com



Pro=====

ADDRESS  
Town of Hilliard  
15859 West County Road 108  
Hilliard, Florida 32046  
United States

PRO===== 1026  
DATE 05/14/2024  
EXPIRATION DATE 06/14/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	6 Inch Sewer Service Lateral Repair	1 joint each of 6" x 14" and 8" x 14' of SDR 26 PVC Pipe, Trench Box 6' x 16', Misc. fitting to connect sewer service, 1 load of A-3 dirt, Dewater Pump and Well point System, Dentist Test, Pipe Plug and Clean Out at Pipe Line, and Grassing	1	18,500.0 0	18,500.00

Thank you for your business! Please make Checks payable to Site Savvy Inc

SUBTOTAL	18,500.00
TAX	0.00
<b>TOTAL</b>	<b>\$18,500.00</b>

Accepted By *Jael W Hall*  
Accepted Date *5/15/2024*

**TOWN OF HILLIARD LIABILITY AND HOLD HARMLESS AGREEMENT**

**THIS TOWN OF HILLIARD LIABILITY AND HOLD HARMLESS AGREEMENT** is hereby entered into between **THE TOWN OF HILLIARD, FLORIDA**, a Florida municipal corporation, and SITE SAVVY Inc, an individual / Florida limited liability company / Florida corporation / \_\_\_\_\_ (also, the "Releasor"), on this 16 day of MAY, 2024.

1. In consideration for receiving permission to work on Town property or in or around Public Works facilities at the Town and to be compensated for such opportunity, specifically for work relating to SEWER Report as needed!, I hereby **RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND HOLD HARMLESS** the Town of Hilliard, its Public Works Director, the Town Council, and any employee, representative, associate, officer, agent, volunteer, successor or assign of the Town of Hilliard (hereinafter referred to as **RELEASEES**) from any and all liability, claims, demands, action, judgments, costs, expenses, court costs, attorney fees and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, **WHETHER CAUSED BY THE**, including but not limited to, **SOLE, CONTRIBUTORY OR GROSS NEGLIGENCE OF THE RELEASEES**, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

2. I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that certain risk of harm are or may be inherent in the various activities contemplated herein and that the activity may be hazardous to me and my property. I **VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, **WHETHER CAUSED BY THE**, including but not limited to, **SOLE, CONTRIBUTORY OR GROSS NEGLIGENCE OF RELEASEES** or otherwise.

3. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES** from any loss, liability, damage, demands, liens, liabilities, judgments or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, **WHETHER CAUSED BY OR CONTRIBUTED TO IN WHOLE OR PART** by any action or failure to act, negligence, breach of contract, or other misconduct on the part of **RELEASEES** or otherwise.

4. It is my express intent that this Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, personal representatives, executors and assigns, if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** the above named **RELEASEES**. I hereby further agree that this Agreement shall be construed in accordance with the laws of the State of Florida. Additionally, if I am executing this Agreement on behalf of a corporate entity, then it is my express intent that this Agreement shall bind the corporate entity as well as its successors

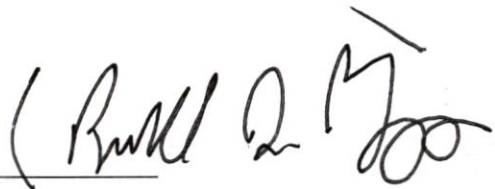
and assigns. I hereby warrant that I have authority to bind the corporate entity in this manner and that the Town may rely on this warranty.

5. I understand and agree that I am capable of making my own safety judgments for the project for which I would be working with or for the Town and I do not intend to rely upon or consult the Safety Officer for the Town. I hereby expressly assume any and all risk related to the safety measures, regulations, or practices that would best protect myself and specifically discharge the Town and its Safety Officer from any responsibilities on this project or my work for the Town.

6. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion of this Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I** have read the foregoing Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute the Agreement for full, adequate, and complete consideration fully intending to be bound by same.

**RELEASOR**

Ronald D. GEIGER (  )

Print:

Name of Corporate Entity, if any:

Title at Entity:

2023/2024 Town Hall Park Expansion						
Item	Description	Cost Ea	Qty	Cost Total	06/06/2024 Payables	To Date
Fiber Build	Extend fiber from Town Hall to Public Works building at Town Park. Including hand holds for extending fiber onward. 24ct Fiber.	\$ 9,000.00	1	\$ 9,000.00		
Terminations	Fiber Terminations	\$ 100.00	16	\$ 1,600.00		
IT Room Build Out	Build out conditioned room inside building. Walls, door, A/C, Rack, UPS, Power.	\$ 3,700.00	1	\$ 3,700.00		\$ 1,800.00
Router	N/A			\$ -		
Monitoring	Temp / Power monitoring -	\$ 800.00	1	\$ 800.00		
Switch	USW-Pro-24-POE - DEFERRED	\$ 699.00	1	\$ 699.00		
Access Points	U6-Mesh	\$ 179.00	3	\$ 537.00		
Cameras	M2036-LE	\$ 475.00	4	\$ 1,900.00		\$ 2,146.70
Camera	M4317-PLVE (360 for covered area)	\$ 875.00	1	\$ 875.00		\$ 729.80
NVR Licenses	Cameras Licenses	\$ 150.00	5	\$ 750.00		
Pavillion cabinet	poll mount	\$ 500.00	1	\$ 500.00		
Switch	USW-Pro-8-PoE (120W) - OUT OF STOCK	\$ 349.00	1	\$ 349.00		
UPS	Harsh enviroment UPS	\$ 200.00	1	\$ 200.00		\$ 77.15
Parts	Work boxes, patch cables, jumpers	\$ 350.00	1	\$ 350.00		
Misc. Parts	Transreciever, converter, adapter	\$ 100.00	6	\$ 97.80		\$ 97.80
	Mount	\$ 45.00	1	\$ 32.95	\$ 32.95	
Town Hall Park Sidewalk Expansion	Jordan & Family Construction: Removal & replacement of Town Hall Park sidewalk	\$ 7,600.00		\$ 7,600.00		\$ 7,600.00
	SRM Concrete	\$ 8,400.00		\$ 7,625.00		\$ 7,625.00
	SRM Concrete			\$ 1,543.00		\$ 1,543.00
				\$ 16,768.00		
Town Hall Park Retention Pond Fencing	Wright Fence Co.	\$ 5,975.00		\$ 5,975.00		\$ 5,975.00
				<b>Total</b>	<b>\$ 32.95</b>	
				<b>Total</b>	<b>\$ 21,260.00</b>	
				<b>Contingency (20%)</b>	<b>\$ 4,252.00</b>	
				<b>Total</b>	<b>\$ 25,512.00</b>	

For customer support, visit [www.amazon.com/contact-us](http://www.amazon.com/contact-us).

**Invoice summary**

*Payment due by June 21, 2024*

Item subtotal before tax	\$ 22.96
Shipping & handling	\$ 9.99
Promos & discounts	\$ 0.00
<hr/>	
Total before tax	\$ 32.95
Tax	\$ 0.00
<hr/>	
<b>Amount due</b>	<b>\$ 32.95 USD</b>

**Account #** A2FLMHYTNWBGFV

**Payment terms** Net 30

**Purchase date** 22-May-2024

**Purchased by** Guy Riner

**Registered business name**

Town of Hilliard

**Bill to**

Town of Hilliard  
Myra Cockerham  
15859 CR 108  
Hilliard, FL 32046

**Ship to**

Town of Hilliard - Attn: Guy Riner  
15859 COUNTY ROAD 108  
HILLIARD, FL 32046-6712

**Pay by**

**Electronic funds transfer (EFT/ACH/Wire)**

**Account name** Amazon Capital Services, Inc.  
**Bank name** Wells Fargo Bank  
**ACH routing # (ABA)** 121000248  
**Bank account # (DDA)** 41630410061135946  
**SWIFT code (wire transfer)** WFBUIUS6S

**Check**

Amazon Capital Services  
PO Box 035184  
Seattle, WA 98124-5184

Include Amazon invoice number(s) in the descriptive field of your electronic funds transfer payment, or  
Email [ar-businessinvoicing@amazon.com](mailto:ar-businessinvoicing@amazon.com) to submit your remittance detail.

**Invoice details**

	Description	Qty	Unit price	Item subtotal before tax	Tax
1	Suction cup mount compatible with Ubiquiti Unifi Protect G3 or G4 Instant Camera (White) ASIN: BOCBD4L93N Sold by: Atomic Manufacturing, LLC Order # 112-6496494-3085826	1	\$22.96	\$22.96	0.000%
2	Shipping & handling			\$9.99	0.000%

Total before tax \$32.95  
Tax \$0.00

**Amount due \$32.95**

**FAQs**

**How is tax calculated?**

Visit [https://www.amazon.com/gp/help/customer/display.html/ref=hp\\_leftv4\\_sib?ie=UTF8&nodeId=202036190](https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202036190)

**How are digital products and services taxed?**

Visit [https://www.amazon.com/gp/help/customer/display.html/ref=hp\\_leftv4\\_sib?ie=UTF8&nodeId=202074670](https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202074670)

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