

HILLIARD TOWN COUNCIL MEETING

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

TOWN COUNCIL MEMBERS

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

ADMINISTRATIVE STAFF

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

TOWN ATTORNEY

Christian Waugh

AGENDA

THURSDAY, SEPTEMBER 05, 2024, 7:00 PM

NOTICE TO PUBLIC

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

PLEDGE OF CIVILITY

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

CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING

ITEM-1

Ordinance No. 2024-07 – Amending the Hilliard Comprehensive Plan, Future Land Use Map designation of that certain property consisting of 16.32 acres, more or less; located on the east side of US HWY 1 and south of Cosmos Trail, Hilliard, FL, Nassau County Parcel No.15-3N-24-2320-0017-0020 and Parcel No. 15-3N-24- 2320-0019-0010; Adding the designation of Commercial; providing for severability; and providing for an effective date.

Mayor Beasley

Open Public Hearing

Call for Public Comments

Close Public Hearing on Ordinance No. 2024-07

TOWN COUNCIL ACTION

Town Council to adopt Ordinance No. 2024-07, on Second & Final Reading.

ITEM-2

Ordinance No. 2024-08 – Changing the Zoning Designation from Nassau County Zoning Open Rural to Town Zoning C-1, General Commercial District; for the 16.32 acres parcels more or less; located on the east side of US HWY 1 and south of Cosmos Trail, Hilliard, FL, Nassau County; and providing an effective date.

Mayor Beasley

Open Public Hearing
Call for Public Comments
Close Public Hearing on Ordinance No. 2024-08

TOWN COUNCIL ACTION

Town Council to adopt Ordinance No. 2024-08, on Second & Final Reading.

ITEM-3

Ordinance No. 2024-09 – Amending the Hilliard Comprehensive Plan, Future Land Use Map designation of that certain property consisting of 21.03 acres, more or less; located on the east side of US HWY 1 at Cosmos Trail, Hilliard, FL, Nassau County Parcel No. 15-3N-24-2320-0017-0010; adding the designation of Commercial and High Density Residential; providing for severability; and providing for an effective date.

Mayor Beasley

Open Public Hearing
Call for Public Comments
Close Public Hearing on Ordinance No. 2024-09

TOWN COUNCIL ACTION

Town Council to adopt Ordinance No. 2024-09, on Second & Final Reading

ITEM-4

Ordinance No. 2024-10 – Changing the Zoning Designation from Nassau County Zoning Open Rural to Town Zoning PUD, Planned Unit Development; for the property located on the east side of US HWY 1 and south of Eastwood Road; described in Attachment “A”, Legal Description; specifically described in Attachment “B” Written Description; and Attachment “C” Site Plan; providing for severability, repealer, and setting an effective date.

Mayor Beasley

Open Public Hearing
Call for Public Comments
Close Public Hearing on Ordinance No. 2024-10

TOWN COUNCIL ACTION

Town Council to adopt Ordinance No. 2024-10, on Second & Final Reading.

ITEM-5

Ordinance No. 2024-11 – Setting the Town of Hilliard, Tentative Millage Rate for the Fiscal Year 2024-2025.

Mayor Beasley

Open Public Hearing
Call for Public Comments
Close Public Hearing on Ordinance No. 2024-11

TOWN COUNCIL ACTION

Town Council to adopt Ordinance No. 2024-11, on First Reading and to set a Public Hearing & Final Reading on Friday, September 20, 2024.

ITEM-6

Ordinance No. 2024-12 – Setting the Town of Hilliard, Tentative Budget for the Fiscal Year 2024-2025.

Mayor Beasley

Open Public Hearing
Call for Public Comments
Close Public Hearing on Ordinance No. 2024-12

TOWN COUNCIL ACTION

Town Council to adopt Ordinance No. 2024-12, on First Reading and set a Public Hearing & Final Reading on Friday, September 20, 2024.

REGULAR MEETING

ITEM-7

Additions/Deletions to Agenda

ITEM-8

Town Council to approve Engineering Service Agreement with Mittauer & Associates, Inc. for the Florida Commerce Rural Infrastructure Funds for the construction of an 8” Parallel Water Main Extension to FAA Center in the amount of \$199,680.

Lisa Purvis, MMC – Town Clerk

ITEM-9

Town Council pre-approval of a FAA FY 2024 Airport Improvement Program (AIP) Grant Offer No. 03-12-0099-017-2024, project description Land Acquisition Runway 18 (North) Approach (Phase 1) of the Hilliard Airpark.

Lisa Purvis, MMC – Town Clerk

ITEM-10

Town Council approval to adopt Resolution No. 2024-14, accepting a Florida Department of Transportation offer of a Public Transportation Grant Agreement and authorizing and directing the Hilliard Town Council to accept such agreement, for the Design & Construction of Turf Runway Improvements at the Hilliard Airpark.

Lisa Purvis, MMC – Town Clerk

ITEM-11

Town Council approval of the Minor Subdivision as proposed with the three listed conditions. Application No. 20240716. Parcel ID No. 09-3N-24-0000-0024-0000. Property Owner- Doug Loyd.

Lee Anne Wollitz – Land Use Administrator

ITEM-12

Town Council to discuss and decide on a donation to the Hilliard High School CNA Program for needed program items.

Lisa Purvis, MMC – Town Clerk

- ITEM-13** Town Council to consider Park Facility Use Agreement and Exemption for RiversEdge Church’s community wide event at the Town Hall Park on Sunday, September 29, 2024, 7:00 a.m. through 1:00 p.m.
Lisa Purvis, MMC – Town Clerk
- ITEM-14** Town Council approval of Pool Rental Agreement between Nassau County School District and Town of Hilliard for Hilliard Middle Senior High School and West Nassau High School Swim Teams.
Gabe Whittenburg – Parks & Recreation Director
- ITEM-15** Town Council approval of Bus Rental Agreement between Nassau County School District and Town of Hilliard for bus rental for After School Program.
Gabe Whittenburg – Parks & Recreation Director
- ITEM-16** Town Council approval of the Parks & Recreation Director’s recommendation to fill the new full-time position of Program Manager.
Gabe Whittenburg – Parks & Recreation Director
- ITEM-17** Town Council to approve the Grant Administration Services Contract from Fred Fox Enterprises, Inc. for the FDEM Hurricane/Community Shelter Grant # F0122 Project in the amount of \$189,900.00.
Lisa Purvis, MMC – Town Clerk
- ITEM-18** Town Council to approve moving the Architect & Engineering Services Contract approval for the FDEM Hurricane/Community Shelter Grant # F0122 Project, to the September 19, 2024, regular meeting.
Lisa Purvis, MMC – Town Clerk
- ITEM-19** Town Council approval of the Minutes for the August 8, 2024, & August 15, 2024, Workshop, and the August 15, 2024, Public Hearing & Regular Meeting.
Lisa Purvis, MMC – Town Clerk
- ITEM-20** Town Council approval of Moody Williams Appraisal Group LLC, Payable through August 21, 2024, Project Name: Acquire Land on the North Side at the Hilliard Airpark in the amount of \$500.
FDOT PTGA 100% GRANT FUNDED PROJECT LUMP SUM GRANT
\$464,000.00

ADDED ITEMS

ADDITIONAL COMMENTS

PUBLIC

MAYOR & TOWN COUNCIL

ADMINISTRATIVE STAFF

TOWN ATTORNEY

ADJOURNMENT

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

TOWN COUNCIL MEETINGS

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

PLANNING & ZONING BOARD MEETINGS

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

MINUTES & TRANSCRIPTS

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

TOWN WEBSITE & YOUTUBE MEETING VIDEO

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

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

ADA NOTICE

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

APPEALS

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

PUBLIC PARTICIPATION

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

EXPARTE COMMUNICATIONS

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

2024 HOLIDAYS

TOWN HALL OFFICES CLOSED

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



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Public Hearing Meeting Date: September 5, 2024

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

SUBJECT: Planning and Zoning Board recommendation to the Town Council for approval of Ordinance 2024-07, to change to the Future Land Use Map “FLUM” Designation of Parcel ID No. 15-3N-24-2320-0017-0020 and 15-3N-24-2320-0019-0010. For applicant Courtney Gaver, 37074 Cosmos Trail LLC.

BACKGROUND:

Mrs. Courtney Gaver has submitted application to amend the Future Land Use Map for the property with the Parcel ID No. 15-3N-24-2320-0017-0020 and 15-3N-24-2320-0019-0010. This Property is 16.32 acres that lies at the east side of US Hwy 1 and south of Cosmos Trail. The property has a Future Land Use Map “FLUM” designation of Nassau County, Medium Density. The Owner is proposing to change the FLUM designation of the property to Commercial after the approval of proposed Ordinance 2024-06 for Voluntary Annexation. An application for Voluntary Annexation as well as a Rezone application accompanies this property. Applicant has provided all required documentation and complied with all requests of staff, council and board members as addressed through workshops, email communications, and phone calls. At the Planning and Zoning Meeting on 07.09.2024 the Planning and Zoning Board Voted 5-0 to recommend the Town Council to pass Ordinance 2024.07.

FINANCIAL IMPACT:

None, the applicant is required to pay all application, advertising, and review fees.

RECOMMENDATION:

Planning and Zoning recommends the Town Council approval of Ordinance 2024-07.

ORDINANCE NO. 2024-07

AN ORDINANCE OF THE TOWN OF HILLIARD, FLORIDA, A MUNICIPAL CORPORATION; AMENDING THE HILLIARD COMPREHENSIVE PLAN, FUTURE LAND USE MAP DESIGNATION OF THAT CERTAIN PROPERTY CONSISTING OF 16.32 ACRES, MORE OR LESS; LOCATED ON THE EAST SIDE OF US HWY 1 AND SOUTH OF COSMOS TRAIL, HILLIARD, FL, NASSAU COUNTY PARCEL NO. 15-3N-24-2320-0017-0020 AND PARCEL NO. 15-3N-24-2320-0019-0010; ADDING THE DESIGNATION OF COMMERCIAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owners of that parcels of land, consisting of 16.32 acres, more or less; located on the south border of Hilliard on the east side of US HWY 1, Hilliard, Florida, Parcel No. 15-3N-24-2320-0017-0020 and Parcel No. 15-3N-24-2320-0019-0010, being particularly described in Attachment A; have applied for an amendment to the Future Land Use Map, adding a designation of Commercial to the property following the adoption of Ordinance No. 2024-06, approving the annexation of said properties; and

WHEREAS, the property in question is currently not classified; and

WHEREAS, the Planning & Zoning Board recommended approval of the future land use designation change adding a designation of Commercial, at their July 9, 2024, regular meeting; and

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

SECTION 1. PROPERTY INVOLVED. The property for this Future Land Use Map amendment consists of 16.32 acres, more or less; located on the east side of US Hwy 1 and south of Cosmos Trail, Hilliard, FL, Parcel No. 15-3N-24-2320-0017-0020 and Parcel No. 15-3N-24-2320-0019-0010, being particularly described in Attachment A, has applied for an amendment to the Future Land Use Map, adding a Commercial designation.

SECTION 2. LAND USE AMENDMENT. Upon review of the entire file, the future land use of said property is hereby classified Commercial, and the Future Land Use Map shall be amended to reflect this change in land use classification.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses, and phrases under application shall not be affected thereby.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect immediately upon final adoption.

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

Kenneth A. Sims, Sr.
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

Planning & Zoning Boards Signs Posted:	June 7, 2024
Planning & Zoning Board Publication:	June 19, 2024
Town Council First Reading:	June 20, 2024
Town Council First Publication:	July 3, 2024
Planning & Zoning Board Public Hearing:	July 9, 2024
Planning & Zoning Boards Report:	August 1, 2024
Town Council First Public Hearings:	August 1, 2024
Town Council Second Publication:	August 14, 2024
Town Council Second Public Hearings:	September 5, 2024
Town Council Second & Final Reading:	September 5, 2024

ATTACHMENT A
LEGAL DESCRIPTIONS

NEIGHBORING PARCELS:**LEGAL DESCRIPTION:**

Parcel # 15-3N-24-2320-0017-0020

A PORTION OF LOTS 17 AND 18, JOSEPH DUNNS FRUIT AND TRUCK FARMS, SECTION 15, TOWNSHIP 3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA.

According to Plat recorded in the Public Records of said County, in Deed Book "B"-10", Page 48.

Being also the same lands described in Deed recorded in the afore-said Public Records, in Official Records Book 122, Page 204.

Said portion being more particularly described as follows: BEGIN at a found broken concrete monument for the Southeast corner of Lot 18 and run South $88^{\circ}-41'-13''$ West along the Southerly line of Lot 18 as found to be monumented and occupied, a distance of 545.06' feet to a found concrete monument on the Easterly right-of-way line of U. S. Highway No. 1 (a 150.0' foot R/W); run thence North $52^{\circ}-50'-45''$ West along said right-of-way, a distance of 832.39' feet to a found $5/8''$ iron pin with cap stamped No. 2445; run thence North $60^{\circ}-31'-06''$ East along found monumented and occupied line, a distance of 291.20' feet to a found $5/8''$ iron pin with cap stamped No. 2445 on the Northerly line of Lot 17 aforementioned; run thence North $88^{\circ}-23'-11''$ East along said Northerly line as found to be monumented and occupied, a distance of 944.09' feet to a found $3/4''$ iron pipe at the Northeast corner of said Lot 17; run thence South $0^{\circ}-58'$ East along the Easterly line of Lots 17 and 18, aforementioned as found to be monumented and occupied, a distance of 660.24' feet to the POINT OF BEGINNING.

TOGETHER WITH:

Parcel # 15-3N-24-2320-0019-0010

PARCEL 1: That certain piece, parcel or tract of land situate, lying and being in the County of Nassau and State of Florida, known and described as: Lot 19 in Section 15, Township 3 North, Range 24 East, according to plat of JOSEPH DUNN'S FRUIT & TRUCK FARMS, recorded in Deed Book B-10, page 48, excepting therefrom any portion thereof lying within the right of way of State Road No. 200.

PARCEL 2: Those certain tracts, pieces or parcels of land situate, lying and being in Section 15 and 22, Township 3 North, Range 24 East, Nassau County, Florida, according to a plat recorded in Deed Book B-10, page 48 of the public records of Nassau County, Florida, being all of Lots 25 through 33, inclusive, in Section 22, and all of Lot 20 in Section 15, EXCEPT that portion which has already been taken for U. S. Highway No. 1. SUBJECT to covenants, conditions, restrictions and easements of record.

TO INCLUDE:

All that certain lot, piece, or parcel of land situate, lying and being in the County of Nassau and State of Florida and being further described as follows:

That certain piece, parcel or tract of land situate, lying and being in the County of Nassau and State of Florida, known and described as: That portion of Lots Nineteen (19) and Twenty (20), lying Easterly of Highway U.S. #1, 23 and 301, in Section Fifteen (15), Township Three (3) North, Range Twenty-four (24) East, according to plat of Joseph Dunn's Fruit and Truck Farms recorded in Deed Book B-10, page 48 of the public records of Nassau County, Florida.

ALSO BEING DESCRIBED AS:

SURVEYORS DESCRIPTION:

A portion of Section 15, Township 3 North, Range 24 East, lying in Nassau County, Florida, being more particularly described as follows:

Beginning at the intersection of the West Right-of-Way line of Bossman Lane, a 40 foot Right-of-Way per Dunn's Fruit and Truck Farms, according to the plat thereof, as recorded in Deed Book B-10, Page 48 of the Public Records of Nassau County, Florida and the Northeasterly Right-of-Way line of U.S. Highway No. 1 (State Road No. 15), a 150 foot Right-of-Way per State of Florida State Road Department Right-of-Way Map Section 7403-(202) and 203; thence run North 52°23'02" West along said Northeasterly Right-of-Way line, a distance of 693.38 feet; thence departing said Northeasterly Right-of-Way line, run North 89°19'35" East, a distance of 544.96 feet to a point on aforesaid West Right-of-Way line; thence run South 00°34'35" East along said West Right-of-Way line, a distance of 429.65 feet to the Point of Beginning.

Said lands contains 117,070 square feet, or 2.69 acres, more or less.





FOR OFFICE USE ONLY

P Z File # _____

Application Fee: _____

Filing Date: _____ Acceptance Date: _____

Review Date: P & Z _____ TC _____

Small Scale Future Land Use Map Amendment Application

A. PROJECT

1. Project Name: Lofty Cosmos (Neighboring Parcels)
2. Address of Subject Property: 550920 US Highway 1 & U.S. Highway 1, Hilliard, FL 32046
3. Parcel ID Number(s): 15-3N-24-2320-0017-0020 & 15-3N-24-2320-0019-0010
4. Existing Use of Property: Church w/ 7 RV spots/hookups & vacant/timberland
5. Future Land Use Map Designation : Medium Density (Nassau County)
6. Existing Zoning Designation: Open Rural (Nassau County)
7. Proposed Future Land Use Map Designation: Commercial
8. Acreage (must be 10 acres or less): 16.32 acres (14.0 acres & 2.32 acres)

B. APPLICANT

1. Applicant's Status Owner (title holder) Agent
2. Name of Applicant(s) or Contact Person(s): Courtney P. Gaver Title: Attorney
Company (if applicable): Rogers Towers, P.A.
Mailing address: 1301 Riverplace Blvd., Suite 1500
City: Jacksonville State: FL ZIP: 32207
Telephone: (904)-473-1388 FAX: (904)-396-0663 e-mail: cgaver@rtlaw.com
3. If the applicant is agent for the property owner* Parcel # 15-3N-24-2320-0017-0020
Name of Owner (title holder): Hilliard First Assembly of God, Inc. c/o Pastor Arlie Johns
Mailing address: P.O. Box 670
City: Hilliard State: FL ZIP: 32046
Telephone: (904) 845-2642 FAX: () e-mail: hilliardag@hilliardag.com

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

Parcel # 15-3N-24-2320-0019-0010
Name of Owner (titleholder): Richard & Cecelia Walker
Mailing Address: P.O. Box 6, Hilliard, FL 32046
Telephone: _____ E-mail: _____

C. ATTACHMENTS

1. Statement of proposed change, including a map showing the proposed Future Land Use Map change and Future Land Use Map designations on surrounding properties
2. A map showing the zoning designations on surrounding properties
3. A current aerial map (Maybe obtained from the Nassau County Property Appraiser.)
4. Plot of the property (Maybe obtained from the Nassau County Property Appraiser.)
5. Legal description with tax parcel number.
6. Boundary survey
7. Warranty Deed or the other proof of ownership
8. Fee.
 - a. \$1,000
 - b. All applicants must pay the cost of postage, signs, advertisements, and the fee for any outside consultants.

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

All 8 attachments are required for a complete application. A completeness review of the application will be conducted within fourteen (14) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

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

  _____

Arlie Johns
Typed or printed name and title

Typed or printed name

11-2-23
Date


11-2-2023
Date

State of Florida County of Nassau

The foregoing application is acknowledged before me this 2nd day of November 2023 by _____

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

NOTARY SEAL



Signature of Notary Public, State of Florida



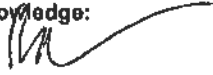

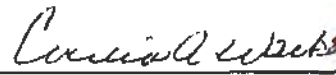

C. ATTACHMENTS

1. Statement of proposed change, including a map showing the proposed Future Land Use Map change and Future Land Use Map designations on surrounding properties
2. A map showing the zoning designations on surrounding properties
3. A current aerial map (Maybe obtained from the Nassau County Property Appraiser.)
4. Plat of the property (Maybe obtained from the Nassau County Property Appraiser.)
5. Legal description with tax parcel number.
6. Boundary survey
7. Warranty Deed or the other proof of ownership
8. Fee.
 - a. \$1,000
 - b. All applicants must pay the cost of postage, signs, advertisements, and the fee for any outside consultants.

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

All 8 attachments are required for a complete application. A completeness review of the application will be conducted within fourteen (14) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

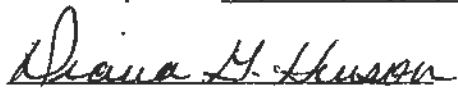
I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge:

  <hr/> <p><u>Richard Walker</u> Typed or printed name and title</p> <p><u>11-2-2023</u> Date</p> <p>State of <u>Florida</u> County of <u>Nassau</u></p>	  <hr/> <p><u>Cecelia A. Walker</u> Typed or printed name</p> <p><u>11-2-2023</u> Date</p> <p>State of <u>Florida</u> County of <u>Nassau</u></p>
--	--

The foregoing application is acknowledged before me this 2nd day of November, 2023 by Richard Walker + Cecelia A. Walker, who is/are personally known to me, or who has/have produced Florida Drivers License as identification.

NOTARY SEAL




 Signature of Notary Public, State of Florida

LOFTY COSMOS & NEIGHBORING PARCELS
Statement of Proposed Change and Comprehensive Plan Analysis

37074 Cosmos Trail, LLC (“Applicant”) proposes to annex approximately 37.19 acres along U.S. Highway 1 consisting of approximately 21.03 acres of property owned by Applicant (the “PUD Parcel”) along with neighboring parcels having Nassau County Parcel Identification Nos. 15-3N-24-2320-0017-0020 and 15-3N-24-2320-0019-0010 (together, the “Neighboring Parcels” and, together, with the PUD Parcel, the “Property”).

The Applicant is proposing to change the Future Land Use Map (“FLUM”) designations of the Property from Medium Density (Nassau County) to High Density Residential (18.94 acres within the PUD Parcel) with the remainder of the Property to Commercial within the Town. The Applicant is proposing to develop the PUD Parcel with a maximum of 227 multi-family residential units (apartments) with related amenities and facilities and a maximum of 14,000 square feet of Main Street Commercial and General Commercial District uses. The Neighboring Parcels have companion conventional rezoning applications to General Commercial District (C-1), which would allow continued use of Parcel No. 15-3N-24-2320-0017-0020 as a church with seven (7) recreational vehicle spots/hookups, with future development of the Neighboring Parcels subject to the C-1 development criteria within the Town of Hilliard Zoning and Land Development Regulations.

The requested density and intensity of the of the Property is consistent with the Town of Hilliard 2040 Comprehensive Plan (“Comprehensive Plan”) Future Land Use Element Policy. Comprehensive Plan Policy C.1.1. requires the Town to ensure the provision of housing to all citizens of the Town, with Policy C.1.1.2. directing the Town to maintain its regulations in a way to encourage the development a variety of housing choices through innovative land development techniques including planned unit developments. Through its companion PUD application, the Applicant accomplishes this through its proposed development of multi-family residential to provide much-needed housing within the Town limits. By providing such housing, in a for-rent product, such development will help improve the Town’s housing opportunities for the workforce.

The PUD Parcel will meet Public Facilities Element Policies D.1.2.1, D.1.2.2, D.3.1, D.1.5.3, and D.1.5.4 and Capital Improvement Element Goal H.3 of the Comprehensive Plan by connecting to the Town’s existing water and sewer systems and providing drainage on-site.

Zoning Map (Neighboring Parcels)



14.514
0 0.02 0.04 0.06 0.08 0.12 mi

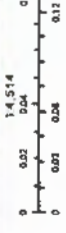
WARNING THIS IS NOT A SURVEY.
This map is prepared for the inventory of real property found within this jurisdiction and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information should be checked with the appropriate local government or other authoritative source for the most current information. The information on this map is provided for informational purposes only and is not intended to be used for legal purposes. The information on this map is provided for informational purposes only and is not intended to be used for legal purposes. The information on this map is provided for informational purposes only and is not intended to be used for legal purposes.

ITEM-1

Aerial (15-3N-24-2320-0017-0020)



December 18, 2023



WARNING: THIS IS NOT A SURVEY.
This map is prepared for the inventory of real property found within this jurisdiction and is compiled from recorded deeds, plats, and other public records and data. Users of the map are hereby notified that the aforementioned public property information is provided for informational purposes only. The user of this map is responsible for verifying the information contained herein. The user of this map is responsible for any and all legal consequences that may result from the use of this map. Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

ITEM-1

Aerial 15-3N-24-2320-0019-0010



December 18, 2023

WARNING: THIS IS NOT A SURVEY.
This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public information is provided "AS IS" without warranty. The user assumes full responsibility for the information contained herein. Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

ITEM-1

NEIGHBORING PARCELS:

LEGAL DESCRIPTION:

Parcel # 15-3N-24-2320-0017-0020

A PORTION OF LOTS 17 AND 18, JOSEPH DUNNS FRUIT AND TRUCK FARMS, SECTION 15, TOWNSHIP 3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA.

According to Plat recorded in the Public Records of said County, in Deed Book "B"-10", Page 48.

Being also the same lands described in Deed recorded in the afore-said Public Records, in Official Records Book 122, Page 204.

Said portion being more particularly described as follows: **BEGIN** at a found broken concrete monument for the Southeast corner of Lot 18 and run South $80^{\circ}-41'-13''$ West along the Southerly line of Lot 18 as found to be monumented and occupied, a distance of 545.06' feet to a found concrete monument on the Easterly right-of-way line of U. S. Highway No. 1 (a 150.0' foot R/W); run thence North $52^{\circ}-50'-45''$ West along said right-of-way, a distance of 832.39' feet to a found $5/8''$ iron pin with cap stamped No. 2445; run thence North $60^{\circ}-31'-06''$ East along found monumented and occupied line, a distance of 291.20' feet to a found $5/8''$ iron pin with cap stamped No. 2445 on the Northerly line of Lot 17 aforementioned; run thence North $88^{\circ}-23'-11''$ East along said Northerly line as found to be monumented and occupied, a distance of 944.09' feet to a found $3/4''$ iron pipe at the Northeast corner of said Lot 17; run thence South $0^{\circ}-58'$ East along the Easterly line of Lots 17 and 18, aforementioned as found to be monumented and occupied, a distance of 660.24' feet to the **POINT OF BEGINNING.**

TOGETHER WITH:

Parcel # 15-3N-24-2320-0019-0010

PARCEL 1: That certain piece, parcel or tract of land situate, lying and being in the County of Nassau and State of Florida, known and described as: Lot 19 in Section 15, Township 3 North, Range 24 East, according to plat of JOSEPH DUNN'S FRUIT & TRUCK FARMS, recorded in Deed Book B-10, page 48, excepting therefrom any portion thereof lying within the right of way of State Road No. 200.

PARCEL 2: Those certain tracts, pieces or parcels of land situate, lying and being in Section 15 and 22, Township 3 North, Range 24 East, Nassau County, Florida, according to a plat recorded in Deed Book B-10, page 48 of the public records of Nassau County, Florida, being all of Lots 25 through 33, inclusive, in Section 22, and all of Lot 20 in Section 15, EXCEPT that portion which has already been taken for U. S. Highway No. 1, SUBJECT to covenants, conditions, restrictions and easements of record.

TO INCLUDE:

All that certain lot, piece, or parcel of land situate, lying and being in the County of Nassau and State of Florida and being further described as follows:

That certain piece, parcel or tract of land situate, lying and being in the County of Nassau and State of Florida, known and described as: That portion of Lots Nineteen (19) and Twenty (20), lying Easterly of Highway U.S. #1, 23 and 301, in Section Fifteen (15), Township Three (3) North, Range Twenty-four (24) East, according to plat of Joseph Dunn's Fruit and Truck Farms recorded in Deed Book B-10, page 48 of the public records of Nassau County, Florida.

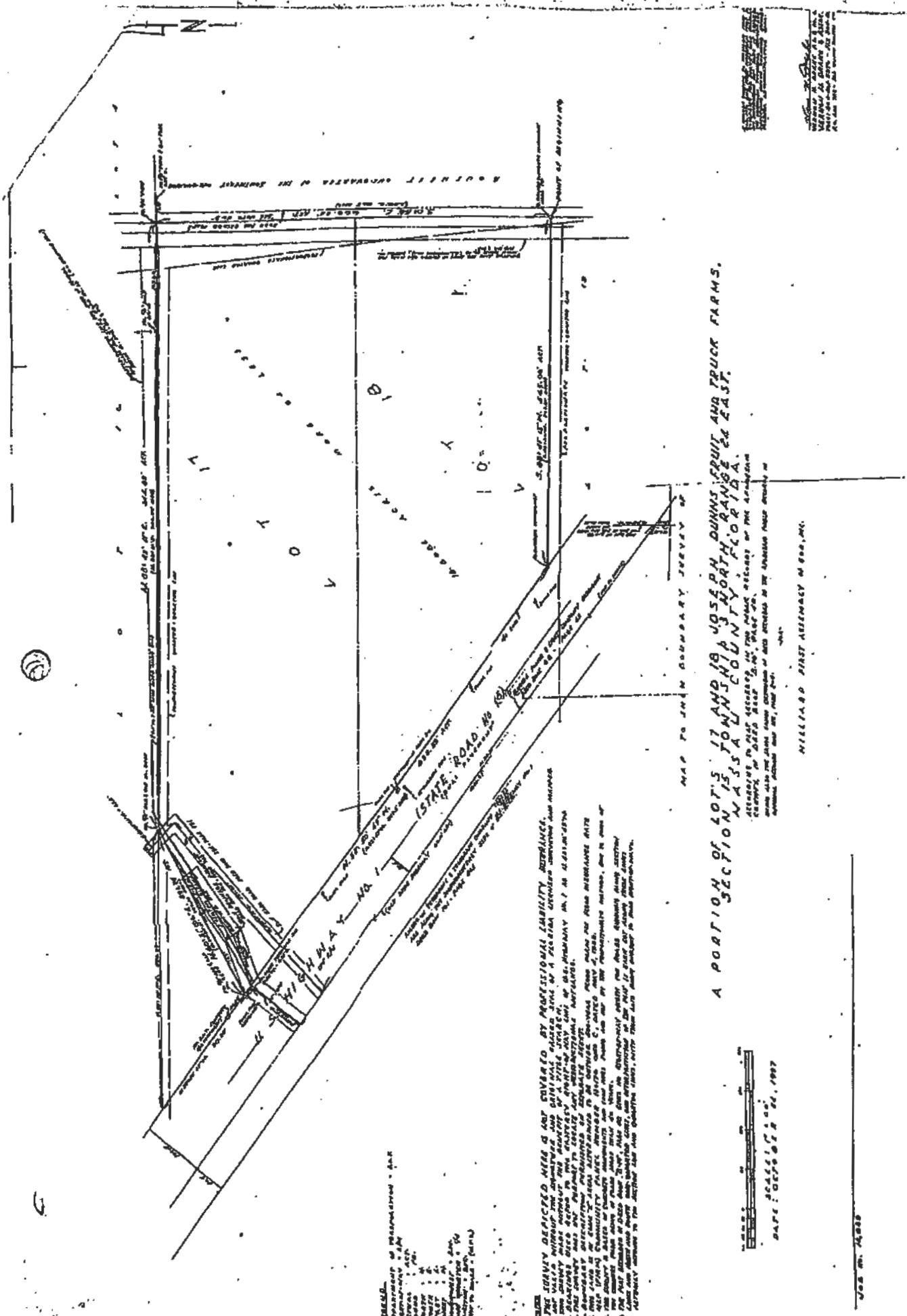
ALSO BEING DESCRIBED AS:

SURVEYOR'S DESCRIPTION:

A portion of Section 15, Township 3 North, Range 24 East, lying in Nassau County, Florida, being more particularly described as follows:

Beginning at the intersection of the West Right-of-Way line of Bossman Lane, a 40 foot Right-of-Way per Dunn's Fruit and Truck Farms, according to the plat thereof, as recorded in Deed Book B-10, Page 48 of the Public Records of Nassau County, Florida and the Northeastery Right-of-Way line of U.S. Highway No. 1 (State Road No. 15), a 150 foot Right-of-Way per State of Florida State Road Department Right-of-Way Map Section 7403-(202) and 203; thence run North 52°23'02" West along said northeasterly Right-of-Way line, a distance of 693.33 feet; thence departing said Northeastery Right-of-Way line, run North 89°19'35" East, a distance of 544.96 feet to a point on aforesaid West Right-of-Way line; thence run South 00°54'35" East along said West Right-of-Way line, a distance of 429.65 feet to the Point of Beginning.

Said lands contains 117,070 square feet, or 2.69 acres, more or less.



A PORTION OF LOT'S 17 AND 18 JOSEPH DUNN'S FRUIT AND TRUCK FARMS.
 SECTION 15, TOWNSHIP NORTH CO. RANGE 2 & EAST.

DATE: OCTOBER 24, 1927

MILLARD FIRST ASSEMBLY OF GOD, MO.

APPROVED BY MEASUREMENT - G. R.
 APPROVED BY MEASUREMENT - G. R.
 APPROVED BY MEASUREMENT - G. R.
 APPROVED BY MEASUREMENT - G. R.
 APPROVED BY MEASUREMENT - G. R.
 APPROVED BY MEASUREMENT - G. R.
 APPROVED BY MEASUREMENT - G. R.
 APPROVED BY MEASUREMENT - G. R.
 APPROVED BY MEASUREMENT - G. R.
 APPROVED BY MEASUREMENT - G. R.
 APPROVED BY MEASUREMENT - G. R.

THE SURVEY DEPICTED HEREIN WAS DIVIDED BY PROFESSIONAL LIABILITY INSURANCE.
 THE SURVEYOR'S LIABILITY INSURANCE CO. OF MISSOURI, INC. IS THE INSURER.
 THE SURVEYOR'S LIABILITY INSURANCE CO. OF MISSOURI, INC. IS THE INSURER.
 THE SURVEYOR'S LIABILITY INSURANCE CO. OF MISSOURI, INC. IS THE INSURER.
 THE SURVEYOR'S LIABILITY INSURANCE CO. OF MISSOURI, INC. IS THE INSURER.
 THE SURVEYOR'S LIABILITY INSURANCE CO. OF MISSOURI, INC. IS THE INSURER.
 THE SURVEYOR'S LIABILITY INSURANCE CO. OF MISSOURI, INC. IS THE INSURER.
 THE SURVEYOR'S LIABILITY INSURANCE CO. OF MISSOURI, INC. IS THE INSURER.
 THE SURVEYOR'S LIABILITY INSURANCE CO. OF MISSOURI, INC. IS THE INSURER.
 THE SURVEYOR'S LIABILITY INSURANCE CO. OF MISSOURI, INC. IS THE INSURER.
 THE SURVEYOR'S LIABILITY INSURANCE CO. OF MISSOURI, INC. IS THE INSURER.
 THE SURVEYOR'S LIABILITY INSURANCE CO. OF MISSOURI, INC. IS THE INSURER.

THE FINANCIAL NEWS CORP.—180

STATUTORY WARRANTY DEED

RECORDED JUL 18 1972

Warranty Deed

OFFICIAL RECORDS

BOOK 128 PAGE 135

THIS INDENTURE, Made this 11th day of July, A.D. 1972 BETWEEN
KENNETH W. WALKER and BETTY A. WALKER, his wife,
of the County of Duval, State of Florida, parties of the first part, and

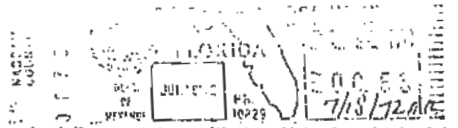
RICHARD E. WALKER, 6316 Victoria Park Court, Jacksonville,
of the County of Duval, State of Florida, party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of
TEN AND NO/100----- (\$10.00)----- Dollars,
to them in hand paid by the said party of the second part, the receipt whereof is hereby acknow-
ledged, have granted, bargained and sold to the said party of the second part,
his heirs and assigns forever, the following described land, situate, lying and being in the
County of Nassau, State of Florida, to wit:

PARCEL 1: That certain piece, parcel or tract of land situate, lying and
being in the County of Nassau and State of Florida, known and described as
Lot 19 in Section 15, Township 3 North, Range 24 East, according to plat o
JOSEPH DUNN'S FRUIT & TRUCK FARMS, recorded in Deed Book B-10, page 48,
excepting therefrom any portion thereof lying within the right of way of
State Road No. 200.

PARCEL 2: Those certain tracts, pieces or parcels of land situate, lying
and being in Section 15 and 22, Township 3 North, Range 24 East, Nassau
County, Florida, according to a plat recorded in Deed Book B-10, page 48
of the public records of Nassau County, Florida, being all of Lots 25
through 33, inclusive, in Section 22, and all of Lot 20 in Section 15,
EXCEPT that portion which has already been taken for U. S. Highway No. 1.
SUBJECT to covenants, conditions, restrictions and easements of record.

This instrument was prepared by:
ROBERT G. ALEXANDER, Attorney
1502 Barnett Bank Bldg.
Jacksonville, Fla.



And the said parties of the first part do hereby fully warrant the title to said land, and will defend
the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and
seals the day and year first above written.

SIGNED AND SEALED IN OUR PRESENCE:
Robert G. Alexander (SEAL)
Sylvia E. Bosley
KENNETH W. WALKER (SEAL)
BETTY A. WALKER (SEAL)

STATE OF FLORIDA
COUNTY OF DUVAL

Before me personally appeared KENNETH W. WALKER
and BETTY A. WALKER, his wife, to me well known
and known to me to be the individuals described in and who executed the foregoing instrument, and
acknowledged to and before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 11th day of July
1972 at Jacksonville, County and State aforesaid.

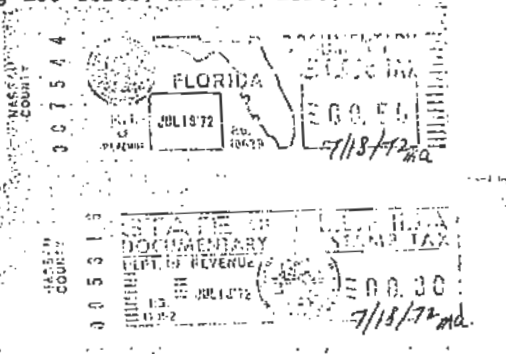
5777
1972 JUL 16 PM 1:17
CLERK OF DISTRICT COURT
NASSAU COUNTY, FLA.
Notary Public in and for the County and State Aforesaid.
My commission expires: Jan 6, 1975

RICHARD E. WALKER, 6316 Victoria Park Court, Jacksonville,

of the County of Duval, State of Florida, part y of the second part,
WITNESSETH: That the said parties of the first part, for and in consideration of the sum of
TEN AND NO/100----- (\$10.00)----- Dollars,
to them in hand paid by the said part y of the second part, the receipt whereof is hereby acknow-
ledged, have granted, bargained and sold to the said part y of the second part,
his heirs and assigns forever, the following described land, situate, lying and being in the
County of Nassau, State of Florida, to wit:

The North half (N½) of the Southwest quarter (SW¼) of the South half
(S½) of the Northwest quarter (NW¼) of Section 33, Township 5 North,
Range 24 East, according to current public records of Nassau County,
Florida, containing 160 acres, more or less.

Return in!
This Instrument was Prepared by:
ROBERT G. ALEXANDER, Attorney
409 1500-Barnett Bank Bldg.
Jacksonville, Fla.



And the said parties of the first part do hereby fully warrant the title to said land, and will defend
the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and
seals the day and year first above written.

SIGNED AND SEALED IN OUR PRESENCE:

[Handwritten signatures of Robert G. Alexander and Sylvia E. Bouley]

[Handwritten signature of Kenneth W. Walker] (SEAL)
KENNETH W. WALKER
[Handwritten signature of Betty A. Walker] (SEAL)
BETTY A. WALKER

(SEAL)

(SEAL)

STATE OF FLORIDA
COUNTY OF Duval

Before me personally appeared KENNETH W. WALKER
and BETTY A. WALKER, his wife, to me well known
and known to me to be the individual(s) described in and who executed the foregoing instrument, and
acknowledged to and before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 11th day of July
1972, at Jacksonville, County and State aforesaid.

5778
FILED AND RECORDED
IN OFFICE
1972 JUL 18 PM 1:18
CLERK OF DISTRICT COURT
JACKSONVILLE, FLA.

[Handwritten signature of Notary Public]
Notary Public in and for the County and State Aforesaid.
My commission expires: Jan 6, 1973

DEC 24 1997

THIS INSTRUMENT PREPARED BY:
Lawrence J. Bernard
Lawrence J. Bernard, Attorney at Law
1403 Dunn Avenue, Suite 20
Jacksonville, Florida 32218

* RECORD AND RETURN TO:
Lawrence J. Bernard, Attorney at Law
1403 Dunn Avenue, Suite 20
Jacksonville, Florida 32218

RE PARCEL ID #: 15-27-2320-0017-0010
BUYER'S TIN:

11cc. 15.00
6cc. 14.75
575.00

FOR RECORDER
BK 0817 PG 1642
OFFICIAL RECORDS
Florida Documentary Stamp tax required by law in the amount of \$ <u>560.00</u> Certificate of Registration No. <u>2004 01</u> Date <u>12-24-97</u> <u>Jm. Oxyer, Jr./ml</u> Clerk Circuit Court Nassau County Florida

WARRANTY DEED

THIS WARRANTY DEED made this 14th day of November, 1997 by Monroe E. Rowe and Madeline K. Rowe, his wife, hereinafter called Grantor, and whose address is Rt. 1, Box 1285, Hilliard, Florida 32046 to Hilliard First Assembly of God, Inc., a Florida corporation, hereinafter called Grantee and whose address is P.O. Box 670, Hilliard, Florida 32046.

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

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten and NO/100 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate, lying and being in Nassau County, Florida, viz:

See Exhibit A attached hereto and by this reference incorporated hereto and made a part hereof.

SUBJECT TO taxes accruing subsequent to December 31, 1997.

SUBJECT TO covenants, restrictions and easements of record, if any; however, this reference thereto shall not operate to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

136935

BK 0817 PG 1643
OFFICIAL IN CHARGE

Signed, sealed and delivered in our presence:

Lawrence J. Bernard
Witness Signature

LAWRENCE J. BERNARD
Witness Printed Signature

Rhonda Jarvis
Witness Signature

RHONDA JARVIS
Witness Printed Signature

Monroe E. Rowe
Monroe E. Rowe

Madeline K. Rowe
Madeline K. Rowe

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 14th day of November, 1997 by Monroe E. Rowe and Madeline K. Rowe, his wife. He/She is personally known to me or has produced FLORIDA DRIVERS LICENSE as identification.

Notary Public, State and County Aforesaid
Lawrence J. Bernard
Notary Signature

LAWRENCE J. BERNARD
Notary Printed Signature

(Title or Rank)

(Serial No., if any)

OFFICIAL NOTARY SEAL
LAWRENCE J. BERNARD
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC37376
MY COMMISSION EXP. APR. 30, 1998

EXHIBIT A

BK 0817 PG 1644

OFFICIAL RECORDS

A PORTION OF LOTS 17 AND 18, JOSEPH DUNNS FRUIT AND TRUCK FARMS,
SECTION 15, TOWNSHIP 3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA.

According to Plat recorded in the Public Records of said County, in
Deed Book "U"-10", Page 48.

Being also the same lands described in Deed recorded in the afore-
said Public Records, in Official Records Book 122, Page 204.

Said portion being more particularly described as follows: BEGIN
at a found broken concrete monument for the Southeast corner of Lot
18 and run South $80^{\circ}-41'-13''$ West along the Southerly line of Lot 18
as found to be monumented and occupied, a distance of 545.06' feet
to a found concrete monument on the Easterly right-of-way line of
U. S. Highway No. 1 (a 150.0' foot R/W); run thence North $52^{\circ}-50'-45''$
West along said right-of-way, a distance of 832.39' feet to a found
 $5/8''$ iron pin with cap stamped No. 2445; run thence North $60^{\circ}-31'-$
 $06''$ East along found monumented and occupied line, a distance of
291.20' feet to a found $5/8''$ iron pin with cap stamped No. 2445 on
the Northerly line of Lot 17 aforementioned; run thence North $88^{\circ}-$
 $23'-11''$ East along said Northerly line as found to be monumented and
occupied, a distance of 944.09' feet to a found $3/4''$ iron pipe at
the Northeast corner of said Lot 17; run thence South $0^{\circ}-58'$ East
along the Easterly line of Lots 17 and 18, aforementioned as found to
be monumented and occupied, a distance of 660.24' feet to the POINT
OF BEGINNING.

9729478

57 DEC 24 AM 12:33

mk



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Public Hearing Meeting Date: September 05, 2024

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

SUBJECT: Planning and Zoning Board recommendation to the Town Council for approval of Ordinance 2024-08, to Rezone Parcel ID No. 15-3N-24-2320-0017-0020 and 15-3N-24-2320-0019-0010.
For applicant Courtney Gaver, 37074 Cosmos Trail LLC.

BACKGROUND:

Mrs. Courtney Gaver has submitted an application to rezone the property with the Parcel ID No. 15-3N-24-2320-0017-0020 and 15-3N-24-2320-0019-0010.

This Property is 16.32 acres that lies at the east side of US Hwy 1 and south of Cosmos Trail. The property has a Zoning designation of Nassau County, Open Rural. The Owner is proposing to change the zoning designation of the property to C-1 Commercial after the approval of proposed Ordinance 2024-06 for Voluntary Annexation.

An application for Voluntary Annexation as well as a Small Scale FLUM change application accompanies this property.

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

Parcel ID 15-3N-24-2320-0017-0020, 14.0 acres currently owned by Hilliard First Assembly of God Inc. has RV hookups for guest speakers and have requested of the Town Council that they be allowed to keep those hook ups.

Parcel ID 15-3N-24-2320-0019-0010. 2.32 acres currently owned by Richard and Cecelia Walker, is currently vacant. The property owner has made no special request to the Town Council.

At the Planning and Zoning Board Meeting on 07.09.2024 the Planning and Zoning Board Voted 5-0 to recommend the Town council pass Ordinance 2024-08 with the condition that Hilliard First Assembly be allowed to keep in use their RV Hookups as originally intended.

FINANCIAL IMPACT:

None, the applicant is required to pay all application, advertising, and review fees.

RECOMMENDATION:

Planning and Zoning recommends to the Town council approval of Ordinance 2024-08 with the condition that Hilliard First Assembly be allowed to keep RV Hookups.

ORDINANCE NO. 2024-08

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HILLIARD, FLORIDA, A MUNICIPAL CORPORATION, CHANGING THE ZONING DESIGNATION FROM NASSAU COUNTY ZONING OPEN RURAL TO TOWN ZONING C-1, GENERAL COMMERCIAL DISTRICT; FOR THE 16.32 ACRE PARCELS MORE OR LESS; LOCATED ON THE EAST SIDE OF US HWY 1 AND SOUTH OF COSMOS TRAIL, HILLIARD, FL, NASSAU COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the requested zoning change requires a change from the Nassau County zoning designation of Open Rural to the Town Zoning designation of C-1, General Commercial District; and

WHEREAS, the existing Comprehensive Plan future land use designation is Commercial; and

WHEREAS, the requested zoning change is consistent with the Comprehensive Plan per Ordinance No. 2024-07, and the public interest; and

WHEREAS, the Planning and Zoning Board approved the zoning change request at their July 9, 2024, regular meeting; and

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

SECTION 1. PROPERTY INVOLVED. The properties in question for this zoning district change consists of 16.32 acres, more or less; and is located on the east side of U.S. Highway 1 and is south of Cosmos Trail, Hilliard, FL, known as Nassau County Parcel No. 15-3N-24-2320-0017-0020 and Parcel No. 15-3N-24-2320-0019-0010.

SECTION 2. ZONING CHANGE. For the properties in question the zoning district change is from Nassau County Open Rural to Town of Hilliard C-1, General Commercial District.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect immediately upon its final adoption.

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

Kenneth A. Sims, Sr.
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

Planning & Zoning Boards Signs Posted:	June 7, 2024
Planning & Zoning Board Publication:	June 19, 2024
Town Council First Reading:	June 20, 2024
Town Council First Publication:	July 3, 2024
Planning & Zoning Board Public Hearing:	July 9, 2024
Planning & Zoning Boards Report:	August 1, 2024
Town Council First Public Hearings:	August 1, 2024
Town Council Second Publication:	August 14, 2024
Town Council Second Public Hearings:	September 5, 2024
Town Council Second & Final Reading:	September 5, 2024

NEIGHBORING PARCELS:**LEGAL DESCRIPTION:**

Parcel # 15-3N-24-2320-0017-0020

A PORTION OF LOTS 17 AND 18, JOSEPH DUNNS FRUIT AND TRUCK FARMS, SECTION 15, TOWNSHIP 3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA.

According to Plat recorded in the Public Records of said County, in Deed Book "B"-10", Page 48.

Being also the same lands described in Deed recorded in the afore-said Public Records, in Official Records Book 122, Page 204.

Said portion being more particularly described as follows: BEGIN at a found broken concrete monument for the Southeast corner of Lot 18 and run South $88^{\circ}-41'-13''$ West along the Southerly line of Lot 18 as found to be monumented and occupied, a distance of 545.06' feet to a found concrete monument on the Easterly right-of-way line of U. S. Highway No. 1 (a 150.0' foot R/W); run thence North $52^{\circ}-50'-45''$ West along said right-of-way, a distance of 832.39' feet to a found $5/8''$ iron pin with cap stamped No. 2445; run thence North $60^{\circ}-31'-06''$ East along found monumented and occupied line, a distance of 291.20' feet to a found $5/8''$ iron pin with cap stamped No. 2445 on the Northerly line of Lot 17 aforementioned; run thence North $88^{\circ}-23'-11''$ East along said Northerly line as found to be monumented and occupied, a distance of 944.09' feet to a found $3/4''$ iron pipe at the Northeast corner of said Lot 17; run thence South $0^{\circ}-58'$ East along the Easterly line of Lots 17 and 18, aforementioned as found to be monumented and occupied, a distance of 660.24' feet to the POINT OF BEGINNING.

TOGETHER WITH:

Parcel # 15-3N-24-2320-0019-0010

PARCEL 1: That certain piece, parcel or tract of land situate, lying and being in the County of Nassau and State of Florida, known and described as: Lot 19 in Section 15, Township 3 North, Range 24 East, according to plat of JOSEPH DUNN'S FRUIT & TRUCK FARMS, recorded in Deed Book B-10, page 48, excepting therefrom any portion thereof lying within the right of way of State Road No. 200.

PARCEL 2: Those certain tracts, pieces or parcels of land situate, lying and being in Section 15 and 22, Township 3 North, Range 24 East, Nassau County, Florida, according to a plat recorded in Deed Book B-10, page 48 of the public records of Nassau County, Florida, being all of Lots 25 through 33, inclusive, in Section 22, and all of Lot 20 in Section 15, EXCEPT that portion which has already been taken for U. S. Highway No. 1. SUBJECT to covenants, conditions, restrictions and easements of record.

TO INCLUDE:

All that certain lot, piece, or parcel of land situate, lying and being in the County of Nassau and State of Florida and being further described as follows:

That certain piece, parcel or tract of land situate, lying and being in the County of Nassau and State of Florida, known and described as: That portion of Lots Nineteen (19) and Twenty (20), lying Easterly of Highway U.S. #1, 23 and 301, in Section Fifteen (15), Township Three (3) North, Range Twenty-four (24) East, according to plat of Joseph Dunn's Fruit and Truck Farms recorded in Deed Book B-10, page 48 of the public records of Nassau County, Florida.

ALSO BEING DESCRIBED AS:

SURVEYORS DESCRIPTION:

A portion of Section 15, Township 3 North, Range 24 East, lying in Nassau County, Florida, being more particularly described as follows:

Beginning at the intersection of the West Right-of-Way line of Bossman Lane, a 40 foot Right-of-Way per Dunn's Fruit and Truck Farms, according to the plat thereof, as recorded in Deed Book B-10, Page 48 of the Public Records of Nassau County, Florida and the Northeasterly Right-of-Way line of U.S. Highway No. 1 (State Road No. 15), a 150 foot Right-of-Way per State of Florida State Road Department Right-of-Way Map Section 7403-(202) and 203; thence run North 52°23'02" West along said Northeasterly Right-of-Way line, a distance of 693.38 feet; thence departing said Northeasterly Right-of-Way line, run North 89°19'35" East, a distance of 544.96 feet to a point on aforesaid West Right-of-Way line; thence run South 00°34'35" East along said West Right-of-Way line, a distance of 429.65 feet to the Point of Beginning.

Said lands contains 117,070 square feet, or 2.69 acres, more or less.





Rezoning Application

FOR OFFICE USE ONLY

P & Z File # _____

Application Fee: _____

Filing Date: _____ Acceptance Date: _____

Review Date: P & Z _____ TC _____

A. PROJECT

1. Project Name: Lofty Cosmos (Neighboring Parcels)
2. Address of Subject Property: 550920 US Highway 1 & U.S. Highway 1, Hilliard, FL 32046
3. Location: On the north side of U.S. Highway 1 Street/Ave between Cosmos Trail and Bossman Lane Streets/Avenues
4. Parcel Number(s): 15-3N-24-2320-0017-0020 & 15-3N-24-2320-0019-0010
5. Existing Use of Property: Church w/ 7 RV spots/hookups & vacant/timberland
6. Future Land Use Map Designation: Medium Density (Nassau County)
7. Existing Zoning Designation: Open Rural (Nassau County)
8. Proposed Zoning Designation: General Commercial District (C-1)
9. Acreage: 16.32 acres (14.0 acres & 2.32 acres)
10. Reason for Rezoning: Assigning Town of Hilliard zoning classification upon approval of annexation.

B. APPLICANT

1. Applicant's Status Owner (title holder) Agent
2. Name of Applicant(s) or Contact Person(s): Courtney P. Gaver Title: Attorney
Company (if applicable): Rogers Towers, P.A.
Mailing address: 1301 Riverplace Blvd., Suite 1500
City: Jacksonville State: FL ZIP: 32207
Telephone: (904) 473-1388 FAX: (904) 396-0663 e-mail: cgaver@rtlaw.com
3. If the applicant is agent for the property owner* Parcel # 15-3N-24-2320-0017-0020
Name of Owner (titleholder): Hilliard First Assembly of God, Inc. c/o Pastor Arlie Johns
P.O. Box 670
Mailing address: _____
City: Hilliard State: FL ZIP: 32046
Telephone: (904) 845-2642 FAX: () e-mail: hilliardag@hilliardag.com

* Must provide executed Property Owner Affidavit authorizing the agent to act on behalf of the property owner.
Parcel # 15-3N-24-2320-0019-0010
Name of Owner (titleholder): Richard & Cecelia Walker
Mailing Address: P.O. Box 6, Hilliard, FL 32046
Telephone: _____ E-mail: _____


C. ATTACHMENTS

1. Statement of proposed change, including a map showing the proposed zoning change and zoning designations on surrounding properties
2. A current aerial map (Maybe obtained from the Nassau County Property Appraiser.)
3. Plat of the property (Maybe obtained from the Nassau County Property Appraiser.)
4. Legal description with tax parcel number.
5. Boundary survey
6. Warranty Deed or the other proof of ownership
7. Fee.
 - a. \$1000
 - b. All applicants must pay the cost of postage, signs, advertisements and the fee for any outside consultants.

No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any fees necessary for technical review or additional reviews of the application by a consultant will be billed to the applicant at the rate of the reviewing entity. The invoice for of postage, signs, advertlsemnt, outside consultants shall be paid in full prior to any action of any kind on the application by the Planning and Zoning Board.

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

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


 Signature of Applicant

 Signature of Co-applicant

Arlie Johns
 Typed or printed name and title of applicant

N/A
 Typed or printed name of co-applicant

11-2-23
 Date

 Date

State of Florida County of Nassau

The foregoing application is acknowledged before me this 2nd day of November, 2023 by _____

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

NOTARY SEAL Diana Hinson

Signature of Notary Public, State of Florida





C. ATTACHMENTS

1. Statement of proposed change, including a map showing the proposed zoning change and zoning designations on surrounding properties
2. A current aerial map (Maybe obtained from the Nassau County Property Appraiser.)
3. Plat of the property (Maybe obtained from the Nassau County Property Appraiser.)
4. Legal description with tax parcel number.
5. Boundary survey
6. Warranty Deed or the other proof of ownership
7. Fee.
 - a. \$1000
 - b. All applicants must pay the cost of postage, signs, advertisements and the fee for any outside consultants.

No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any fees necessary for technical review or additional reviews of the application by a consultant will be billed to the applicant at the rate of the reviewing entity. The invoice for of postage, signs, advertisement, outside consultants shall be paid in full prior to any action of any kind on the application by the Planning and Zoning Board.

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

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

 
Signature of Applicant

 
Signature of Co-applicant

Richard Walker
Typed or printed name and title of applicant

Cecelia A. Walker
Typed or printed name of co-applicant

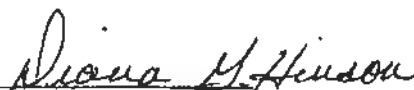
11-2-2023
Date

11-2-2023
Date

State of Florida County of Nassau

The foregoing application is acknowledged before me this 2nd day of November, 2023 by Richard Walker

Cecelia A. Walker, who is/are personally known to me, or who has/have produced FL Drivers License as identification.

NOTARY SEAL 

Signature of Notary Public, State of Florida



ATTACHMENT 1**Statement of Proposed Change**

This application is a conventional rezoning application for 16.31 acres north of U.S. Highway 1 (together, the “Property”) having Nassau County Parcel Identification Nos. 15-3N-24-2320-0017-0020 and 15-3N-24-2320-0019-0010, to rezone the Property from Open Rural (Nassau County) to General Commercial District (C-1). The application is a companion application to applications to (i) annex the Property into the Town of Hilliard along with 21.03 acres adjacent to the Property owned by 3074 Cosmos Trail, LLC and having Nassau County Parcel Identification No. 15-3N-24-2320-0017-0010 (the “PUD Parcel”), (ii) change the Future Land Use Map (“FLUM”) designation of the Property and PUD Parcel from Medium Density (Nassau County) to High Density Residential and Commercial to develop a mix of multi-family residential and commercial uses, and (iii) rezone the PUD Parcel from Open Rural (Nassau County) to Planned Unit Development zoning. As it relates to Parcel No. 15-3N-24-2320-0017-0020, the Applicant intends to maintain the existing use of that parcel as a church with seven (7) recreational vehicles spots and hookups, and has no immediate plan regarding how Parcel No. 15-3N-24-2320-0019-0010 will be developed in the future, it being understood that future development shall comply with the C-1 rezoning criteria of the Town of Hilliard Land Development Zoning Regulations.

Aerial (15-3N-24-2320-0017-0020)



December 18, 2023

14.514
0.04
0.08
0.12 mi

WARNING: THIS IS NOT A SURVEY.

This map is prepared for the inventory of real property found within this jurisdiction and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the information of public primary interest shown on this map is for informational purposes only and does not constitute a warranty. The user assumes all responsibility for the information contained on this map. Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

ITEM-2

NEIGHBORING PARCELS:

LEGAL DESCRIPTION:

Parcel # 15-3N-24-2320-0017-0020

A PORTION OF LOTS 17 AND 18, JOSEPH DUNNS FRUIT AND TRUCK FARMS,
SECTION 15, TOWNSHIP 3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA.

According to Plat recorded in the Public Records of said County, in
Deed Book "B"-10", Page 40.

Being also the same lands described in Deed recorded in the afore-
said Public Records, in Official Records Book 122, Page 204.

Said portion being more particularly described as follows: BEGIN
at a found broken concrete monument for the Southeast corner of Lot
18 and run South $80^{\circ}-41'-13''$ West along the Southerly line of Lot 18
as found to be monumented and occupied, a distance of 545.06' feet
to a found concrete monument on the Easterly right-of-way line of
U. S. Highway No. 1 (a 150.0' foot R/W); run thence North $52^{\circ}-50'-45''$
West along said right-of-way, a distance of 832.39' feet to a found
 $5/8''$ iron pin with cap stamped No. 2445; run thence North $60^{\circ}-31'-$
 $06''$ East along found monumented and occupied line, a distance of
291.20' feet to a found $5/8''$ iron pin with cap stamped No. 2445 on
the Northerly line of Lot 17 aforementioned; run thence North $88^{\circ}-$
 $23'-11''$ East along said Northerly line as found to be monumented and
occupied, a distance of 944.09' feet to a found $3/4''$ iron pipe at
the Northeast corner of said Lot 17; run thence South $0^{\circ}-58'$ East
along the Easterly line of Lots 17 and 18, aforementioned as found to
be monumented and occupied, a distance of 660.24' feet to the POINT
OF BEGINNING.

TOGETHER WITH:

Parcel # 15-3N-24-2320-0019-0010

PARCEL 1: That certain piece, parcel or tract of land situate, lying and being in the County of Nassau and State of Florida, known and described as: Lot 19 in Section 15, Township 3 North, Range 24 East, according to plat of JOSEPH DUNN'S FRUIT & TRUCK FARMS, recorded in Deed Book B-10, page 48, excepting therefrom any portion thereof lying within the right of way of State Road No. 200.

PARCEL 2: Those certain tracts, pieces or parcels of land situate, lying and being in Section 15 and 22, Township 3 North, Range 24 East, Nassau County, Florida, according to a plat recorded in Deed Book B-10, page 48 of the public records of Nassau County, Florida, being all of Lots 25 through 33, inclusive, in Section 22, and all of Lot 20 in Section 15, EXCEPT that portion which has already been taken for U. S. Highway No. 1. SUBJECT to covenants, conditions, restrictions and easements of record.

TO INCLUDE:

All that certain lot, piece, or parcel of land situate, lying and being in the County of Nassau and State of Florida and being further described as follows:

That certain piece, parcel or tract of land situate, lying and being in the County of Nassau and State of Florida, known and described as: That portion of Lots Nineteen (19) and Twenty (20), lying Easterly of Highway U.S. #1, 23 and 301, in Section Fifteen (15), Township Three (3) North, Range Twenty-four (24) East, according to plat of Joseph Dunn's Fruit and Truck Farm recorded in Deed Book B-10, page 48 of the public records of Nassau County, Florida.

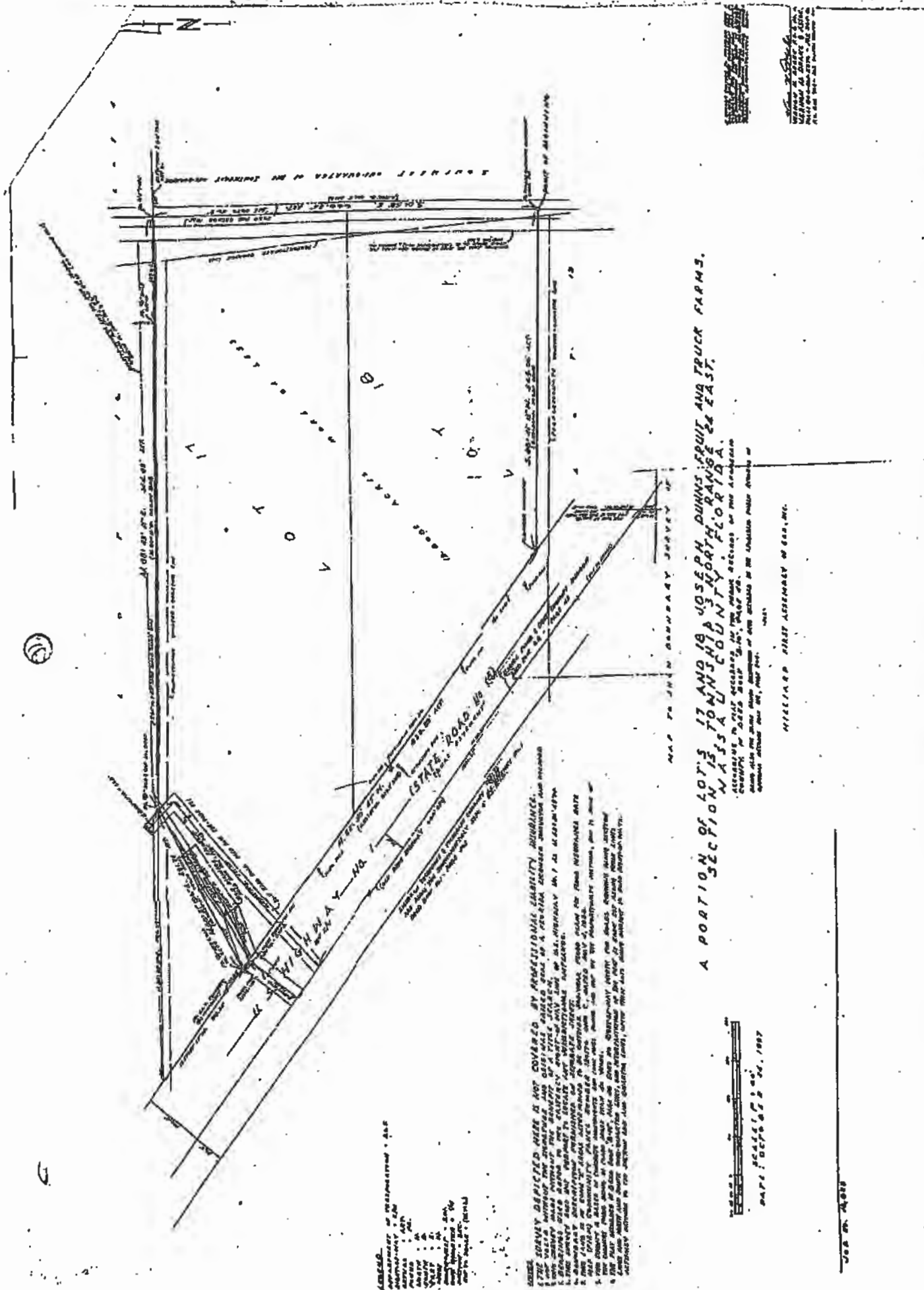
ALSO BEING DESCRIBED AS:

SURVEYORS DESCRIPTION:

A portion of Section 15, Township 3 North, Range 24 East, lying in Nassau County, Florida, being more particularly described as follows:

Beginning at the intersection of the West Right-of-Way line of Bossman Lane, a 40 foot Right-of-Way per Dunn's Fruit and Truck Farms, according to the plat thereof, as recorded in Deed Book B-10, Page 48 of the Public Records of Nassau County, Florida and the Northeastly Right-of-Way line of U.S. Highway No. 1 (State Road No. 15), a 150 foot Right-of-Way, per State of Florida State Road Department Right-of-Way Map Section 7403-(202) and 203, thence run North 52°23'02" West along said Northeastly Right-of-Way line, a distance of 693.15 feet; thence departing said Northeastly Right-of-Way line, run North 88°19'35" East, a distance of 544.86 feet to a point on aforesaid West Right-of-Way line; thence run South 00°14'35" East along said West Right-of-Way line, a distance of 429.65 feet to the Point of Beginning.

Said lands contain 117,070 square feet, or 2.69 acres, more or less.



A PORTION OF LOTS 17 AND 18 JOSEPH DUNN'S, FRUIT AND TRUCK FARMS,
 SECTION 13, TOWNSHIP 3 NORTH, RANGE 22 EAST,
 ALLEN COUNTY, FLORIDA.

SCALE
 1" = 40' 0"

WILLIARD FIRST ASSEMBLY OF GOD, INC.

JOS. W. MOSE

LEGEND
 BOUNDARY OF NEIGHBORHOOD - DASH
 BOUNDARY OF LOT - SOLID
 BOUNDARY OF TRAIL - DASH
 BOUNDARY OF ROAD - SOLID
 BOUNDARY OF FENCE - DASH
 BOUNDARY OF CREEK - SOLID
 BOUNDARY OF RAILROAD - SOLID
 BOUNDARY OF CANAL - SOLID
 BOUNDARY OF DITCH - SOLID
 BOUNDARY OF TOWER - SOLID

THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.
 THE SURVEYOR HAS NOT BEEN ADVISED OF ANY DEEDS, RECORDS, EASEMENTS, OR OTHER RIGHTS AFFECTING THE SURVEYED PROPERTY.
 THE SURVEYOR HAS NOT BEEN ADVISED OF ANY DEEDS, RECORDS, EASEMENTS, OR OTHER RIGHTS AFFECTING THE SURVEYED PROPERTY.
 THE SURVEYOR HAS NOT BEEN ADVISED OF ANY DEEDS, RECORDS, EASEMENTS, OR OTHER RIGHTS AFFECTING THE SURVEYED PROPERTY.

WILLIARD FIRST ASSEMBLY OF GOD, INC.
 WILLIARD FIRST ASSEMBLY OF GOD, INC.
 WILLIARD FIRST ASSEMBLY OF GOD, INC.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Public Hearing Meeting Date: September 5, 2024

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

SUBJECT: Planning and Zoning Board recommendation to the Town Council for approval of Ordinance 2024-09, to change to the Future Land Use Map “FLUM” Designation of Parcel ID No. 15-3N-24-2320-0017-0010.
For applicant Courtney Gaver, 37074 Cosmos Trail LLC.

BACKGROUND:

Mrs. Courtney Gaver has submitted an application to amend the Future Land Use Map for the property with the Parcel ID No. 15-3N-24-2320-0017-0010.

This Property is 21.03 acres that lies at the east side of US Hwy 1 at Cosmos Trail. The property has a Future Land Use Map “FLUM” designation of Nassau County, Medium Density. The Owner is proposing to change the FLUM designation of the property to Commercial and High Density Residential, after the approval of proposed Ordinance 2024-06 for Voluntary Annexation.

An application for Voluntary Annexation as well as a Rezone PUD application accompanies this property.

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

At the Planning and Zoning Board Meeting on 07.09.2024 the Planning and Zoning Board Voted 4-1 to recommend the Town Council pass Ordinance 2024-09.

FINANCIAL IMPACT:

None, the applicant is required to pay all application, advertising, and review fees.

RECOMMENDATION:

Planning and Zoning recommends to the Town Council approval of Ordinance 2024-09.

ORDINANCE NO. 2024-09

AN ORDINANCE OF THE TOWN OF HILLIARD, FLORIDA, A MUNICIPAL CORPORATION; AMENDING THE HILLIARD COMPREHENSIVE PLAN, FUTURE LAND USE MAP DESIGNATION OF THAT CERTAIN PROPERTY CONSISTING OF 21.03 ACRES, MORE OR LESS; LOCATED ON THE EAST SIDE OF US HWY 1 AT COSMOS TRAIL, HILLIARD, FL, NASSAU COUNTY PARCEL NO. 15-3N-24-2320-0017-0010; ADDING THE DESIGNATION OF COMMERCIAL AND HIGH DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that parcel of land, consisting of 21.03 acres, more or less; located on the east side of US 1 at Cosmos Trail, Hilliard, Florida, Parcel No. 15-3N-24-2320-0017-0010, being particularly described in Attachment A, have applied for an amendment to the Future Land Use Map, adding a designation of Commercial and High Density Residential Designation to the property following the adoption of Ordinance No. 2024-06, approving the annexation of said property; and

WHEREAS, the property in question is currently not classified; and

WHEREAS, the Planning & Zoning Board recommended approval of the future land use designation change adding a designation of Commercial and High Density Residential, at their July 9, 2024, regular meeting; and

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

SECTION 1. PROPERTY INVOLVED. The property in question for this Future Land Use Map amendment consists of 21.03 acres, more or less; located on the east side of US Hwy 1 at Cosmos Trail, Hilliard, FL, Parcel No. 15-3N-24-2320-0017-0010, being particularly described in Attachment A, has applied for an amendment to the Future Land Use Map, adding a designation of Commercial and High Density Residential.

SECTION 2. LAND USE AMENDMENT. Upon review of the entire file, the future land use of said property is hereby classified Commercial and High Density Residential, and the Future Land Use Map shall be amended to reflect this change in land use classification.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses, and phrases under application shall not be affected thereby.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect immediately upon final adoption.

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

Kenneth A. Sims, Sr.
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

Planning & Zoning Boards Signs Posted:	June 7, 2024
Planning & Zoning Board Publication:	June 19, 2024
Town Council First Reading:	June 20, 2024
Town Council First Publication:	July 17, 2024
Planning & Zoning Board Public Hearing:	July 9, 2024
Planning & Zoning Boards Report:	August 1, 2024
Town Council First Public Hearings:	August 1, 2024
Town Council Second Publication:	August 14, 2024
Town Council Second Public Hearings:	September 5, 2024
Town Council Second & Final Reading:	September 5, 2024

ATTACHMENT A
LEGAL DESCRIPTIONS

LOFTY PUD:

LEGAL DESCRIPTION:

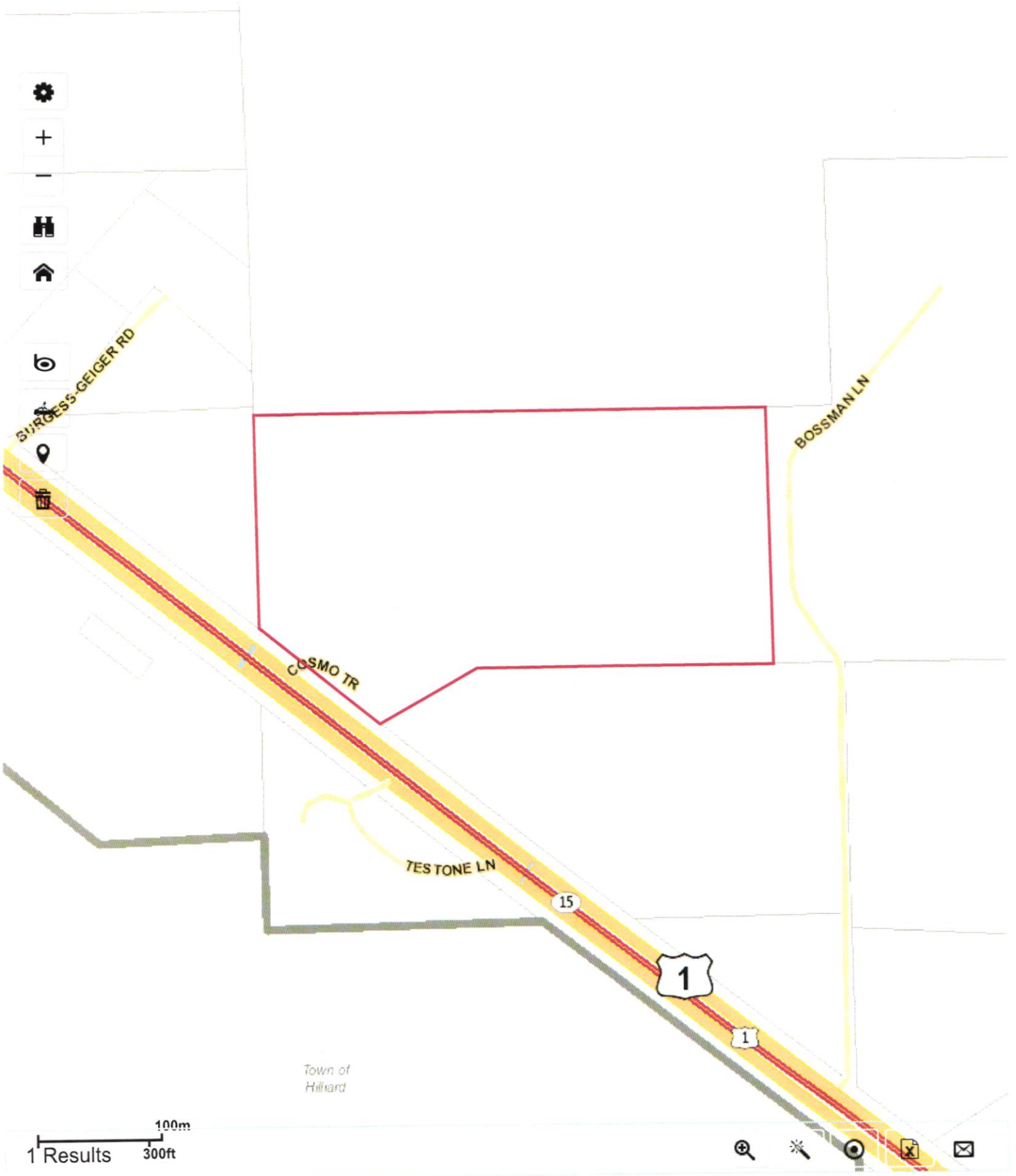
Parcel # 15-3N-24-2320-0017-0010

ALL OF THAT CERTAIN LOT, PIECE, OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION FIFTEEN (15), TOWNSHIP THREE (3), NORTH, RANGE TWENTY FOUR (24) EAST, COUNTY OF NASSAU, AND STATE OF FLORIDA AND FURTHER KNOWN AND DESCRIBED AS THE WEST PART OF THAT PART OF LOT SEVENTEEN (17) IN SAID SECTION FIFTEEN (15) OF DUNN'S FRUIT AND TRUCK FARMS AS RECORDED IN DEED BOOK B-10 AT PAGE FORTY-EIGHT (48) OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, FLORIDA THAT LIES EAST OF U.S. HIGHWAY NO. 1 (150 FOOT RIGHT-OF-WAY) AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: FOR A POINT OF REFERENCE START AT THE NORTHEAST CORNER OF SAID LOT SEVENTEEN (17), THENCE SOUTH EIGHTY EIGHT DEGREES FIFTEEN MINUTES WEST (S 88 DEGREES 15 MINUTES W), ALONG THE NORTH LINE OF SAID LOT SEVENTEEN (17), A DISTANCE OF NINE HUNDRED FORTY AND FOUR TENTHS (940.4) FEET TO A POINT ON THE WESTERLY BANK OF A HIGHWAY DRAINAGE DITCH FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH EIGHTY EIGHT DEGREES FIFTEEN MINUTES (S 88 DEGREES 15 MINUTES W), ALONG THE SAID LINE OF LOT SEVENTEEN (17), A DISTANCE OF FOUR HUNDRED TWENTY SIX AND NINE TENTHS (426.9) FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE SOUTH FIFTY TWO DEGREES FIFTY ONE MINUTES EAST (S 52 DEGREES 51 MINUTES E), ALONG SAID RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF TWO HUNDRED SIXTEEN (216.0) FEET TO A POINT; THENCE NORTH SIXTY DEGREES THIRTY SIX MINUTES EAST (N 60 DEGREES 36 MINUTES E) A DISTANCE OF TWO HUNDRED NINETY TWO AND ONE TENTHS (292.1) FEET TO THE POINT OF BEGINNING.

A PLAT OF SURVEY OF THE HEREINABOVE DESCRIBED LANDS SIDE BY HUGH M. THIGPEN, REGISTERED SURVEYOR NO. 1051, ON AUGUST 28, 1956, BEING RECORDED IN DEED BOOK 241, PAGE 53, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

AND THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN THE COUNTY OF NASSAU AND THE STATE OF FLORIDA, KNOWN AND DESCRIBED AS;

FARMS 15 AND 16, IN SECTION 15, TOWNSHIP 3 NORTH, RANGE 24 EAST, JOSEPH R. DUNN'S FRUIT AND TRUCK FARMS, ACCORDING TO PLAT RECORDED IN DEED BOOK B-10, PAGE 48, EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF STATE ROAD NO. 15.





ITEM-3

FOR OFFICE USE ONLY

P Z File # _____

Application Fee: _____

Filing Date: _____ Acceptance Date: _____

Review Date: P & Z _____ TC _____

Small Scale Future Land Use Map Amendment Application

A. PROJECT

1. Project Name: Lofty Cosmos
2. Address of Subject Property: 37074 Cosmos Trail, Hilliard, FL 32046
3. Parcel ID Number(s): 15-3N-24-2320-0017-0010
4. Existing Use of Property: Single Family
5. Future Land Use Map Designation : Medium Density (Nassau County)
6. Existing Zoning Designation: Open Rural (Nassau County)
7. Proposed Future Land Use Map Designation: Commercial & High Density Residential (Hilliard)
8. Acreage (must be 10 acres or less): 21.03 +/-

B. APPLICANT

1. Applicant's Status Owner (title holder) Agent
2. Name of Applicant(s) or Contact Person(s): Courtney P. Gaver Title: Attorney
 Company (if applicable): Rogers Towers, P.A.
 Mailing address: 1301 Riverplace Blvd., Suite 1500
 City: Jacksonville State: FL ZIP: 32207
 Telephone: (904) 473-1388 FAX: (904) 396-0663 e-mail: cgaver@rtlaw.com
3. If the applicant is agent for the property owner*
 Name of Owner (title holder): 37074 Cosmos Trail LLC
 Mailing address: 4025 Sunbeam Road
 City: Jacksonville State: FL ZIP: 32257
 Telephone: (904) 730-9300 FAX: () e-mail: lmassis@loftyasset.com

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

C. ATTACHMENTS

1. Statement of proposed change, including a map showing the proposed Future Land Use Map change and Future Land Use Map designations on surrounding properties
2. A map showing the zoning designations on surrounding properties
3. A current aerial map (Maybe obtained from the Nassau County Property Appraiser.)
4. Plat of the property (Maybe obtained from the Nassau County Property Appraiser.)
5. Legal description with tax parcel number.
6. Boundary survey
7. Warranty Deed or the other proof of ownership
8. Fee.
 - a. \$1,000
 - b. All applicants must pay the cost of postage, signs, advertisements, and the fee for any outside consultants.

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

All 8 attachments are required for a complete application. A completeness review of the application will be conducted within fourteen (14) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

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



Signature of Applicant

Signature of Co-applicant

Courtney P. Gaver

Typed or printed name and title of applicant

Typed or printed name of co-applicant

12-15-2023

Date

Date

State of Florida

County of Duval

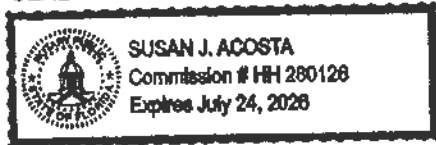
The foregoing application is acknowledged before me this 15th day of Dec., 2023 by Courtney

P. Gaver

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

as identification.

NOTARY SEAL





Signature of Notary Public, State of Florida

LOFTY COSMOS & NEIGHBORING PARCELS
Statement of Proposed Change and Comprehensive Plan Analysis

37074 Cosmos Trail, LLC (“Applicant”) proposes to annex approximately 37.19 acres along U.S. Highway 1 consisting of approximately 21.03 acres of property owned by Applicant (the “PUD Parcel”) along with neighboring parcels having Nassau County Parcel Identification Nos. 15-3N-24-2320-0017-0020 and 15-3N-24-2320-0019-0010 (together, the “Neighboring Parcels” and, together, with the PUD Parcel, the “Property”).

The Applicant is proposing to change the Future Land Use Map (“FLUM”) designations of the Property from Medium Density (Nassau County) to High Density Residential (18.94 acres within the PUD Parcel) with the remainder of the Property to Commercial within the Town. The Applicant is proposing to develop the PUD Parcel with a maximum of 227 multi-family residential units (apartments) with related amenities and facilities and a maximum of 14,000 square feet of Main Street Commercial and General Commercial District uses. The Neighboring Parcels have companion conventional rezoning applications to General Commercial District (C-1), which would allow continued use of Parcel No. 15-3N-24-2320-0017-0020 as a church with seven (7) recreational vehicle spots/hookups, with future development of the Neighboring Parcels subject to the C-1 development criteria within the Town of Hilliard Zoning and Land Development Regulations.

The requested density and intensity of the of the Property is consistent with the Town of Hilliard 2040 Comprehensive Plan (“Comprehensive Plan”) Future Land Use Element Policy. Comprehensive Plan Policy C.1.1. requires the Town to ensure the provision of housing to all citizens of the Town, with Policy C.1.1.2. directing the Town to maintain its regulations in a way to encourage the development a variety of housing choices through innovative land development techniques including planned unit developments. Through its companion PUD application, the Applicant accomplishes this through its proposed development of multi-family residential to provide much-needed housing within the Town limits. By providing such housing, in a for-rent product, such development will help improve the Town’s housing opportunities for the workforce.

The PUD Parcel will meet Public Facilities Element Policies D.1.2.1, D.1.2.2, D.3.1, D.1.5.3, and D.1.5.4 and Capital Improvement Element Goal H.3 of the Comprehensive Plan by connecting to the Town’s existing water and sewer systems and providing drainage on-site.

Zoning (PUD)

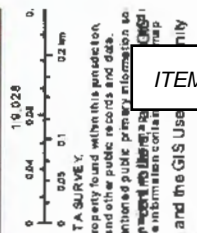


December 18, 2023

WARNING: THIS IS NOT A SURVEY.
This map is prepared for the location of real property found within the jurisdiction, and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public or municipal officials do not warrant the accuracy of the information shown on this map. The user assumes all responsibility for any use of this map. OpenStreetMap contributors, and the GIS User Community

ITEM-3

Aerial (PUD)



WARNING: THIS IS NOT A SURVEY.
This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public property information is provided as a public service and is not intended to be used for legal purposes. The user assumes all responsibility for the information contained herein. Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

December 18, 2023

LOFTY PUD:**LEGAL DESCRIPTION:**

Parcel # 15-3N-24-2320-0017-0010

ALL OF THAT CERTAIN LOT, PIECE, OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION FIFTEEN (15), TOWNSHIP THREE (3), NORTH, RANGE TWENTY FOUR (24) EAST, COUNTY OF NASSAU, AND STATE OF FLORIDA AND FURTHER KNOWN AND DESCRIBED AS THE WEST PART OF THAT PART OF LOT SEVENTEEN (17) IN SAID SECTION FIFTEEN (15) OF DUNN'S FRUIT AND TRUCK FARMS AS RECORDED IN DEED BOOK B-10 AT PAGE FORTY-EIGHT (48) OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, FLORIDA THAT LIES EAST OF U.S. HIGHWAY NO. 1 (150 FOOT RIGHT-OF-WAY) AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: FOR A POINT OF REFERENCE START AT THE NORTHEAST CORNER OF SAID LOT SEVENTEEN (17), THENCE SOUTH EIGHTY EIGHT DEGREES FIFTEEN MINUTES WEST (S 88 DEGREES 15 MINUTES W), ALONG THE NORTH LINE OF SAID LOT SEVENTEEN (17), A DISTANCE OF NINE HUNDRED FORTY AND FOUR TENTHS (940.4) FEET TO A POINT ON THE WESTERLY BANK OF A HIGHWAY DRAINAGE DITCH FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH EIGHTY EIGHT DEGREES FIFTEEN MINUTES (S 88 DEGREES 15 MINUTES W), ALONG THE SAID LINE OF LOT SEVENTEEN (17), A DISTANCE OF FOUR HUNDRED TWENTY SIX AND NINE TENTHS (426.9) FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE SOUTH FIFTY TWO DEGREES FIFTY ONE MINUTES EAST (S 52 DEGREES 51 MINUTES E), ALONG SAID RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF TWO HUNDRED SIXTEEN (216.0) FEET TO A POINT; THENCE NORTH SIXTY DEGREES THIRTY SIX MINUTES EAST (N 60 DEGREES 36 MINUTES E) A DISTANCE OF TWO HUNDRED NINETY TWO AND ONE TENTHS (292.1) FEET TO THE POINT OF BEGINNING.

A PLAT OF SURVEY OF THE HEREINABOVE DESCRIBED LANDS MADE BY HUGH M. THIGPEN, REGISTERED SURVEYOR NO. 1051, ON AUGUST 28, 1956, BEING RECORDED IN DEED BOOK 241, PAGE 53, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

AND THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN THE COUNTY OF NASSAU AND THE STATE OF FLORIDA, KNOWN AND DESCRIBED AS;

FARMS 15 AND 16, IN SECTION 15, TOWNSHIP 3 NORTH, RANGE 24 EAST, JOSEPH R. DUNN'S FRUIT AND TRUCK FARMS, ACCORDING TO PLAT RECORDED IN DEED BOOK B-10, PAGE 48, EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF STATE ROAD NO. 15.

Prepared by:
April Ross
Titletown of America, LLC
480 Busch Drive
Jacksonville, Florida 32218

File Number: 22-1381

General Warranty Deed

Made this May 4, 2023 A.D. By Julie Warren Pickett and Sylvester Harrison Pickett, Jr., wife and husband, whose address is: 37752 Kings Ferry Rd. Jacksonville, FL 32096, hereinafter called the grantor, to 37074 Cosmos Trail, LLC, a Florida Limited Liability Company, whose post office address is: 4025 Sunbeam Road, Jacksonville, Florida 32257, hereinafter called the grantee:

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

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

ALL OF THAT CERTAIN LOT, PIECE, OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION FIFTEEN (15), TOWNSHIP THREE (3), NORTH, RANGE TWENTY FOUR (24) EAST, COUNTY OF NASSAU, AND STATE OF FLORIDA AND FURTHER KNOWN AND DESCRIBED AS THE WEST PART OF THAT PART OF LOT SEVENTEEN (17) IN SAID SECTION FIFTEEN (15) OF DUNN'S FRUIT AND TRUCK FARMS AS RECORDED IN DEED BOOK B-10 AT PAGE FORTY-EIGHT (48) OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, FLORIDA THAT LIES EAST OF U.S. HIGHWAY NO. 1 (150 FOOT RIGHT-OF-WAY) AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: FOR A POINT OF REFERENCE START AT THE NORTHEAST CORNER OF SAID LOT SEVENTEEN (17), THENCE SOUTH EIGHTY EIGHT DEGREES FIFTEEN MINUTES WEST (S 88 DEGREES 15 MINUTES W), ALONG THE NORTH LINE OF SAID LOT SEVENTEEN (17), A DISTANCE OF NINE HUNDRED FORTY AND FOUR TENTHS (940.4) FEET TO A POINT ON THE WESTERLY BANK OF A HIGHWAY DRAINAGE DITCH FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH EIGHTY EIGHT DEGREES FIFTEEN MINUTES (S 88 DEGREES 15 MINUTES W), ALONG THE SAID LINE OF LOT SEVENTEEN (17), A DISTANCE OF FOUR HUNDRED TWENTY SIX AND NINE TENTHS (426.9) FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE SOUTH FIFTY TWO DEGREES FIFTY ONE MINUTES EAST (S 52 DEGREES 51 MINUTES E), ALONG SAID RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF TWO HUNDRED SIXTEEN (216.0) FEET TO A POINT; THENCE NORTH SIXTY DEGREES THIRTY SIX MINUTES EAST (N 60 DEGREES 36 MINUTES E) A DISTANCE OF TWO HUNDRED NINETY TWO AND ONE TENTHS (292.1) FEET TO THE POINT OF BEGINNING.

A PLAT OF SURVEY OF THE HEREINABOVE DESCRIBED LANDS MADE BY HUGH M. THIGPEN, REGISTERED SURVEYOR NO. 1051, ON AUGUST 28, 1956, BEING RECORDED IN DEED BOOK 241, PAGE 53, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

AND THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN THE COUNTY OF NASSAU AND THE STATE OF FLORIDA, KNOWN AND DESCRIBED AS;

FARMS 15 AND 16, IN SECTION 15, TOWNSHIP 3 NORTH, RANGE 24 EAST, JOSEPH R. DUNN'S FRUIT AND TRUCK FARMS, ACCORDING TO PLAT RECORDED IN DEED BOOK B-10, PAGE 48, EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF STATE ROAD NO. 15.

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2022.

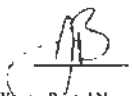
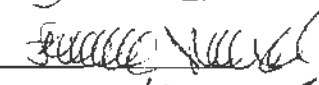
ITEM-3

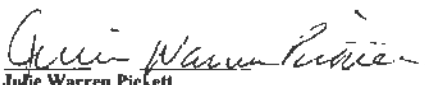
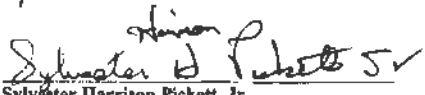
Prepared by:
April Ross
Tittletown of America, LLC
480 Busch Drive
Jacksonville, Florida 32218

File Number: 22-1381

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

Signed, sealed and delivered in our presence:



Witness Printed Name: JOHN BERNARD

Witness Printed Name: LAWRENCE S. BERNARD

 (Seal)
Julie Warren Pickett
 (Seal)
Sylvester Harrison Pickett, Jr.

State of Florida
County of Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4th day of May, 2023, by Julie Warren Pickett and Sylvester Harrison Pickett, Jr., wife and husband, who are personally known to me or who have produced _____ as identification.




Notary Public
Print Name: LAWRENCE S. BERNARD
My Commission Expires: _____



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Public Hearing Meeting Date: September 5, 2024

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

SUBJECT: Planning and Zoning Board recommendation to the Town Council for approval of Ordinance 2024-10, to Rezone Parcel ID No. 15-3N-24-2320-0017-0010.
For applicant Courtney Gaver, 37074 Cosmos Trail LLC

BACKGROUND:

Mrs. Courtney Gaver has submitted an application to Rezone the property with the Parcel ID No. 15-3N-24-2320-0017-0010.

This Property is 21.03 acres that lies at the east side of US Hwy 1 at Cosmos Trail. The property has a zoning designation of Nassau County, Open Rural. The Owner is proposing to change the zoning designation of the property to PUD, Planned Unit Development, after the approval of proposed Ordinance 2024-06 for Voluntary Annexation.

An application for Voluntary Annexation as well as a Small Scale FLUM Change application accompanies this property.

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

Parcel ID 15-3N-24-2320-0017-0010, 21.03 acres currently owned by 37074 Cosmos Trail LLC, has a single-family dwelling unit with a pond.

Cosmos Trail LLC plans to develop the property with up to 227 multi-family dwelling units and two commercial out parcels of up to 14,000 square feet of non-residential uses.

At the Planning and Zoning board Meeting on 07.09.2024 the Planning and Zoning Board Voted 5-0 to recommend the Town council pass Ordinance 2024-10.

At the Town Council meeting on August 1, 2024. The Council asked for changes to the written description concerning an on site generator for the lift station. The applicant has provided that update and it is included within the Ordinance.

FINANCIAL IMPACT:

None, the applicant is required to pay all application, advertising, and review fees.

RECOMMENDATION:

Planning and Zoning recommends to the Town Council approval of Ordinance 2024-10.

ORDINANCE NO. 2024-10

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HILLIARD, FLORIDA, A MUNICIPAL CORPORATION, CHANGING THE ZONING DESIGNATION FROM NASSAU COUNTY ZONING OPEN RURAL TO TOWN ZONING PUD, PLANNED UNIT DEVELOPMENT; FOR THE PROPERTY LOCATED ON THE EAST SIDE OF US HWY 1 AND SOUTH OF EASTWOOD ROAD; DESCRIBED IN ATTACHMENT “A”, LEGAL DESCRIPTION; SPECIFICALLY DESCRIBED IN ATTACHMENT “B” WRITTEN DESCRIPTION; AND ATTACHMENT “C” SITE PLAN; PROVIDING FOR SEVERABILITY, REPEALER, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the requested zoning change requires a change from the Nassau County zoning designation of Open Rural to the Town Zoning designation to PUD, Planned Unit Development; and

WHEREAS, the existing Comprehensive Plan future land use designation is Mixed-Use; and

WHEREAS, the requested zoning change is consistent with the Comprehensive Plan per Ordinance No. 2024-09, and the public interest; and

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

WHEREAS, the Planning and Zoning Board approved the zoning change request at their July 9, 2024, regular meeting; and

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

SECTION 1. PROPERTY INVOLVED. The property described in Attachment “A”, Legal Description: Parcel No. 15-3N-24-2320-0017-0010.

SECTION 2. ZONING CHANGE. For the properties in question the zoning district change is from Nassau County Open Rural to Town of Hilliard, to PUD, Planned Unit Development.

SECTION 3. SEVERABILITY. The various parts, sections and clauses of this Ordinance are hereby declared severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

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

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective upon passage.

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

Kennth A. Sims, Sr.
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

Planning & Zoning Boards Signs Posted:	June 7, 2024
Planning & Zoning Board Publication:	June 19, 2024
Town Council First Reading:	June 20, 2024
Town Council First Publication:	July 3, 2024
Planning & Zoning Board Public Hearing:	July 9, 2024
Planning & Zoning Boards Report:	August 1, 2024
Town Council First Public Hearings:	August 1, 2024
Town Council Second Publication:	August 14, 2024
Town Council Second Public Hearings:	September 5, 2024
Town Council Second & Final Reading:	September 5, 2024

ATTACHMENT "A"
LEGAL DESCRIPTION

LOFTY PUD:**LEGAL DESCRIPTION:**

Parcel # 15-3N-24-2320-0017-0010

ALL OF THAT CERTAIN LOT, PIECE, OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION FIFTEEN (15), TOWNSHIP THREE (3), NORTH, RANGE TWENTY FOUR (24) EAST, COUNTY OF NASSAU, AND STATE OF FLORIDA AND FURTHER KNOWN AND DESCRIBED AS THE WEST PART OF THAT PART OF LOT SEVENTEEN (17) IN SAID SECTION FIFTEEN (15) OF DUNN'S FRUIT AND TRUCK FARMS AS RECORDED IN DEED BOOK B-10 AT PAGE FORTY-EIGHT (48) OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, FLORIDA THAT LIES EAST OF U.S. HIGHWAY NO. 1 (150 FOOT RIGHT-OF-WAY) AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: FOR A POINT OF REFERENCE START AT THE NORTHEAST CORNER OF SAID LOT SEVENTEEN (17), THENCE SOUTH EIGHTY EIGHT DEGREES FIFTEEN MINUTES WEST (S 88 DEGREES 15 MINUTES W), ALONG THE NORTH LINE OF SAID LOT SEVENTEEN (17), A DISTANCE OF NINE HUNDRED FORTY AND FOUR TENTHS (940.4) FEET TO A POINT ON THE WESTERLY BANK OF A HIGHWAY DRAINAGE DITCH FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH EIGHTY EIGHT DEGREES FIFTEEN MINUTES (S 88 DEGREES 15 MINUTES W), ALONG THE SAID LINE OF LOT SEVENTEEN (17), A DISTANCE OF FOUR HUNDRED TWENTY SIX AND NINE TENTHS (426.9) FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE SOUTH FIFTY TWO DEGREES FIFTY ONE MINUTES EAST (S 52 DEGREES 51 MINUTES E), ALONG SAID RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF TWO HUNDRED SIXTEEN (216.0) FEET TO A POINT; THENCE NORTH SIXTY DEGREES THIRTY SIX MINUTES EAST (N 60 DEGREES 36 MINUTES E) A DISTANCE OF TWO HUNDRED NINETY TWO AND ONE TENTHS (292.1) FEET TO THE POINT OF BEGINNING.

A PLAT OF SURVEY OF THE HEREINABOVE DESCRIBED LANDS SIDE BY HUGH M. THIGPEN, REGISTERED SURVEYOR NO. 1051, ON AUGUST 28, 1956, BEING RECORDED IN DEED BOOK 241, PAGE 53, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

AND THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN THE COUNTY OF NASSAU AND THE STATE OF FLORIDA, KNOWN AND DESCRIBED AS;

FARMS 15 AND 16, IN SECTION 15, TOWNSHIP 3 NORTH, RANGE 24 EAST, JOSEPH R. DUNN'S FRUIT AND TRUCK FARMS, ACCORDING TO PLAT RECORDED IN DEED BOOK B-10, PAGE 48, EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF STATE ROAD NO. 15.

ATTACHMENT "B"
WRITTEN DESCRIPTION

**Hilliard Cosmos Planned Unit Development
PUD Written Description
August 13, 2024**

I. PROJECT DESCRIPTION

37074 Cosmos Trail, LLC (“Applicant”) proposes to rezone approximately 21.03 acres of property along U.S. Highway 1 (the “Property”) from Open Rural (Nassau County) to Planned Unit Development (“PUD”) in the Town of Hilliard (the “Town”). The Property is owned by the Applicant and has Nassau County Parcel Identification No. 15-3N-24-2320-0017-0010. A legal description of the Property is attached as **Exhibit “A”**.

As set forth below, the PUD zoning district is being sought to provide for the development of the Property with a mix of multi-family residential and commercial uses (the “Project”). A preliminary conceptual site plan indicating the general layout of the site is attached to the PUD as **Exhibit “B”** (the “Conceptual Site Plan”). The Conceptual Site Plan is conceptual only and may be subject to change due to site characteristics, design, and engineering factors. The Conceptual Site Plan shows the locations of the proposed uses within the Property. The Project will allow for densities and intensities within the parameters of the proposed High Density Residential and Commercial FLUM designations set forth in the Town of Hilliard Comprehensive Plan 2040.

The requested PUD rezoning application is a companion to applications to annex the Property into the Town of Hilliard (along with neighboring parcels having Nassau County Parcel Identification Nos. 15-3N-24-2320-0017-0020 and 15-3N-24-2320-0019-0010), and to change the Future Land Use Map (“FLUM”) designation of the Property from Medium Density (Nassau County) to High Density Residential (18.94 acres) in the Town, for the portions of the Property designated as the “Residential Parcel” on the Conceptual Site Plan, and to Commercial (2.09 acres) for the portion of the Property designated as the “Commercial Outparcel #1” and “Commercial Outparcel #2”.¹

The Applicant will provide access roads and drives, utilities, recreational facilities and other infrastructure to serve the PUD. Unless specified otherwise in this PUD text and the PUD ordinance approving the same, the Project will comply with applicable provisions of the Town of Hilliard Zoning and Land Development Regulations (hereafter, “LDR” or the “Code”). All references herein to the Applicant shall include the Applicant’s successors and assigns.

II. USES AND RESTRICTIONS

As set forth in this written description, the proposed Project is a mixed-use development that includes both multi-family housing and commercial/retail uses. The Property abuts U.S. Highway 1, where higher intensity and density uses are appropriate. The proposed layout of the buildings and uses as shown on the Conceptual Site Plan demonstrate that the commercial uses

¹ The neighboring parcels are approximately 16.31 acres and are subject to companion applications to change the zoning from Open Rural (Nassau County) to Commercial and to change the FLUM designation from Medium Density (Nassau County) to Commercial.

will be buffered from the residential uses within the PUD and that the residential uses will likewise be buffered from other, less intense, uses to the north and east. The buffers include a combination of manmade elements (planted landscaping and a larger lake/stormwater pond) along with natural buffers.

A. Permitted Uses: The development will be constructed in an orderly manner, and the allowable uses will include the following:

Within the Residential Parcel as depicted on the Conceptual Site Plan, multiple-family units up to twelve units per acre (not to exceed a maximum of 227 residential units total) and related amenities and facilities shall be permitted. These may include apartments (fee simple, rental or condominium ownership); leasing/sales/management offices, models and similar uses; landscaping, janitorial, maintenance and similar uses; amenity/recreation centers which may include a pool, cabana/clubhouse, meeting rooms, health/exercise facility, sauna, and similar facilities; parks, open space, playgrounds, playfields, fire pit/gathering areas, observation and shade pavilions, pet parks, park structures, site furnishings, landscaping, vegetative screens or buffers, fencing, walkways, greenways, nature walks, trails, exercise courses, boardwalks, footbridges, gardens, noncommercial greenhouses and plant nurseries, tool houses, garden sheds, garden work centers, ponds, observation platforms, benches, picnic areas, shelters and informational kiosks, signage, habitat enhancement devices such as birdhouses, duck houses, and bat houses, and other similar uses and structures designed for and used for recreational/open spaces; mail center/kiosk; car wash (self) and dog wash area for residents; structure parking including, without limitation, parking garages, underbuilding parking, covered parking spaces, and parking lots/surface parking; maintenance office/areas, maintenance equipment storage building/areas, security offices, and similar uses; and stormwater management and flood control improvements, as permitted by the applicable regulatory agencies.

Within the Commercial Outparcels depicted on the Conceptual Site Plan, non-residential uses shall be permitted up to a maximum of 14,000 square feet and may include those uses permitted as a principal use and permitted by exception within the Main Street Commercial (MSC) and General Commercial District (C-1) designation of the LDR², as follows:

- Animal hospital/veterinary clinic;
- Animal boarding place facility;
- Bank and financial institutions;
- Bowling alley;
- Churches;
- Commercial recreation facilities;
- Community center;
- Convenience stores;
- Day care/child care center;
- Delicatessen, bake shop;
- Employment offices;

² As of the date of this PUD Written Description, the Town is in the process of revising its LDR to replace its Neighborhood Commercial (C-N) designation with the MSC rezoning. In the event the Town fails to enact such change, the Applicant shall have the right to include neighborhood-type commercial uses as detailed in this text.

- Family day care homes;
- Gasoline sales;
- General store;
- Governmental uses;
- Hospitals;
- Hotels and motels;
- Medical and dental clinic/office;
- Museum, and art gallery;
- Nursing homes, assisted living facilities, convalescent homes, and similar facilities;
- Outdoor fruit, vegetable, poultry or fish markets;
- Parcel delivery office;
- Printing, publishing or similar establishment;
- Private schools;
- Professional and business office;
- Recreational vehicle parks;
- Restaurants with or without drive-through facilities;
- Restaurant with alcohol sales;
- Retail sales;
- Retail facilities for the sale of beer and wine for consumption off premises;
- Research laboratories;
- Schools, colleges and universities;
- Self-service laundries or dry-cleaners;
- Service establishments in an enclosed building;
- Skating rinks;
- Veterinary clinic; and
- Vocational, trade and business schools.

B. Uses by Special Exception: Within the “Commercial Parcels,” restaurants, sidewalk cafés, grocery stores, pharmacies, specialty food stores and other commercial establishments within the Project shall be permitted to sell alcoholic beverages for on-premises and off-premises consumption, as applicable and, subject to the vendor of alcoholic beverages meeting the criteria set forth in Chapter 6, Article I of the Code, any such sales occurring within 500 feet of any established church shall be deemed compliant with Chapter 6, Article II, of the Code.

C. Accessory Uses: Accessory uses and structures will be allowed as prescribed in the LDR, provided such uses and structures are of the nature customarily incidental and clearly subordinate to the permitted or principal use of a residential structure. Accessory uses such as customary home occupations, pets, and yard sales will be allowed as per the requirements for residential districts stipulated within the LDR and in accordance with any applicable neighborhood covenants and restrictions.

D. Restriction on Uses: As provided, the development will only include the uses described in Section II.A.-C. above.

III. DESIGN GUIDELINES

A. Lot Requirements:

a. Multiple-Family Development Standards: Multiple-family Uses: Minimum lot width, Maximum lot coverage by all buildings, Minimum yard requirements, and Maximum height of structures for multiple-family uses: For the purposes of these requirements, “lot” refers to the parent property within which the proposed buildings are located and “yard” refers to distance from the parent property boundary.

- (i) Minimum lot width: None.
- (ii) Minimum lot area: None.
- (iii) Maximum lot coverage by all buildings: Thirty-five percent (35%).
- (iv) Minimum yard requirements. The minimum yard requirements for all structures are:
 - Front: Twenty (20) feet.
 - Side: Twenty (20) feet.
 - Rear: Twenty (20) feet.
- (v) Maximum height of structure: Thirty-five (35) feet. Decorative rooftop structures including: screening, mechanical equipment, roof access, mansard roofs, spires, cupolas, parapets, antennas, chimneys and other appurtenances not intended for human occupancy are not included in the maximum height.
- (vi) Minimum required living areas for the multi-family units are:
 - Studio/One bedroom: 470 square feet.
 - Two bedroom: 900 square feet.

b. Commercial Development Standards:

- (i) Setbacks: Setbacks shall be measured per the LDR and shall be as follows:
 - Front: Ten (10) feet; Lots having a second frontage shall have a setback of 10 feet for the second frontage.
 - Rear: Five (5) feet.

Side: Ten (10) feet.

- (ii) All structures shall have a minimum separation of twenty (20) feet, as measured from the furthest projection on the structure to the furthest projection of any other structure.
- (iii) Maximum height of structure: Thirty-five (35) feet.
- (iv) Maximum impervious surface ratio: Seventy-five percent (75%).
- (v) Maximum lot coverage by buildings (not including parking or stormwater drainage facilities): Thirty-five percent (35%) of the acreage for the overall Commercial Parcels.

The development will be constructed in one (1), 15-year phase, provided construction of the non-residential portions of the Project may be initiated when needed and feasible so long as completed within the timeframe set forth herein. Construction shall commence within five (5) years of PUD Ordinance approval. For purposes of this PUD, “commencement” shall mean securing approved construction drawings of all or of a portion of the site. “Completion” shall be defined as the installation of horizontal infrastructure and Town approval of as-builts. Upon request from the Applicant, the Town Council may extend the commencement period by an additional one (1) year for good cause.

The Conceptual Site Plan indicates the preliminary, general layout for the PUD for construction of the development. The location and size of all lots, roads, Project entrances, recreation/open space and other areas shown on the Conceptual Site Plan are conceptual such that the final location of any roads, project entrances, recreation/open space and other areas will be depicted on the final development plan and the final engineering plans for the particular phase of the Project.

B. Ingress, Egress and Circulation:

- a. **Parking Requirements:** Except as otherwise provided for herein, the PUD shall comply with applicable off-street parking and loading requirements of the LDR. For the Residential Parcel, two (2) spaces per dwelling unit (454 spaces) shall be provided via parking structures and/or surface parking, or a combination of the same. In addition, a minimum of 5% of the total spaces for the dwelling units (23 spaces) shall be provided for additional guest parking, and one (1) space per for each two hundred fifty (250) feet of gross floor area of clubhouse. Individual commercial parcels may share parking with other facilities pursuant to shared parking agreements, provided the uses sharing the parking areas do not result in a lack of required parking under the LDR.

- b. **Vehicular Access/Interconnectivity:** As shown on the Site Plan, access to the Property will be provided via an access point located along U.S. Highway 1. The locations of the access drives from U.S. 1 will be determined by FDOT. The Applicant will provide the Town with an FDOT driveway permit for the final access drives during the construction planning process for any development within the Property. Interior access drives will be privately owned and maintained by the owner, an owners' association and/or a management company. The internal access drive to the Residential Parcel may be gated at the developer's option. The location and design of all access points and interior access drives is conceptual, and the final location and design of all access points and interior access drives is subject to the review and approval of the Town.
- c. **Pedestrian Access and Streetlights:** Pedestrian circulation will be provided via sidewalks that are a minimum width of five (5) feet. Sidewalk will be located on one side of all internal rights-of-ways within the Project, which locations are depicted on the Conceptual Site Plan. In addition, sidewalks will be located on one side of the entrance roadways to provide pedestrian interconnectivity between the commercial and residential areas of the Project. All pedestrian accessible routes shall meet the requirements of the LDR, Florida Accessibility Code for Building Construction ("FACBC") and Americans Disability Act Accessibility Guidelines ("ADAAG") established by Florida law and 28 CFR Part 36. Common area sidewalks located along any parks, ponds and open space will be constructed during the roadway construction phase. Streetlights will be purchased and installed at the Applicant's expense along all streets as approved by the Town of Hilliard's Engineering Department.

C. Signs and Entry: The Project will have an entry feature and related community identification signage within the main entrances at U.S. Highway 1, as depicted on the Conceptual Site Plan. All Project signage will comply with applicable provisions of the Code. Exact sign locations will be depicted on construction plans. The Applicant shall be permitted to erect temporary on-site construction and real estate signage on the Property, in conformance with the Code. Because construction of the Project may be phased, the Applicant shall be permitted to place temporary signage within portions of the Property in which construction is underway to direct tenants, customers, and other visitors to other areas of the Property that are in operation.

D. Landscaping: Landscaping for the Project shall be provided in accordance with Article XI, LDR.

E. Recreation and Open Space: The design of the PUD incorporates common open space, as well as varied active and passive recreation opportunities, meeting and exceeding the standards of the LDR. Open space and common areas will exceed the 20% open space requirement

of LDR Section 62-316(b). The Conceptual Site Plan provides more than 20% open space which is comprised of the pond area, recreation areas, and natural areas.

F. Utilities:

- a. **Potable Water/Sanitary Sewer:** The proposed potable water system for the Project will connect to the existing 8-inch water line owned by the Town which is located near the intersection of US Highway 1 and Eastwood Road. The proposed wastewater system for the Project will require an onsite private lift station and a dedicated sanitary forcemain to a connection point at the forcemain at Lift Station #3, which is approximately 1,600 linear feet north of the intersection of US Highway 1 and Eastwood Road. The proposed utility installation will adhere to the requirements of the Water and Wastewater Utility Specifications and Documentation Requirements Manual (the “W/WW Specifications”). The onsite private lift station serving the Property shall include a standby emergency generator.
- b. **Electrical Utilities:** All electrical, telephone and cable lines will be installed underground on the site. Electrical power will be provided by Florida Power & Light.
- c. **Fire Protection:** Fire protection for the Project shall be provided in accordance with the LDR and the W/WW Specifications. The Applicant acknowledges that it is responsible for meeting all applicable minimum fire flow requirements and is responsible for constructing the associated infrastructure improvements to meet such requirements.
- d. **Solid Waste:** Solid waste will be handled by the licensed franchisee in the area.

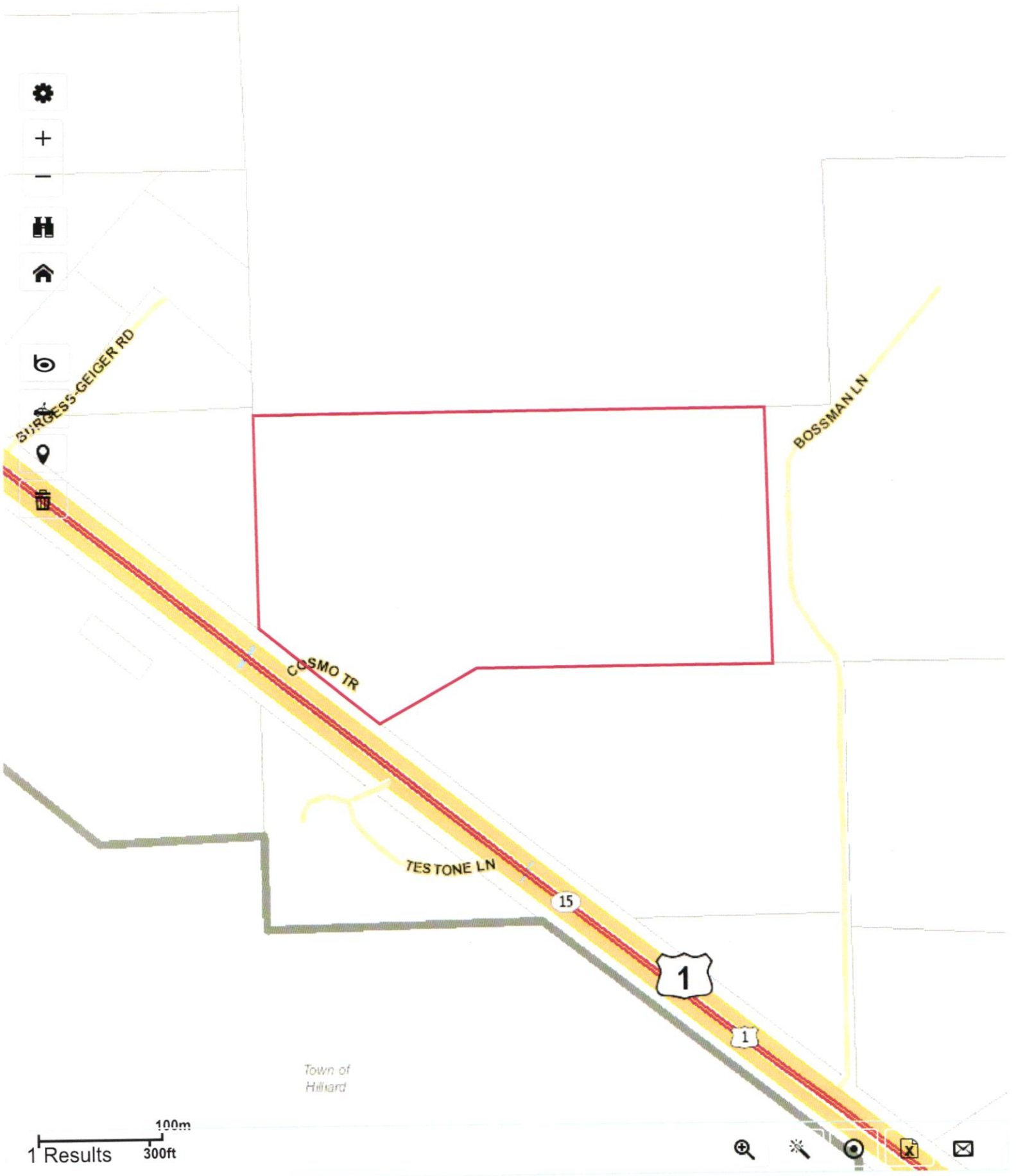
G. Wetlands/Environmental: The Property does not contain jurisdictional wetlands. The Property contains an approximately 1.77-acre freshwater pond centrally located on the site which will be utilized for onsite stormwater retention and permitted in accordance with St. Johns River Water Management District (“SJRWMD”) and FDEP requirements. There are no Significant Natural Communities Habitat on the proposed site and no listed species were observed at this time. As there may be a potential for gopher tortoise habitat in the future, any gopher tortoise burrows which may become active prior to construction, will be relocated in accordance with Florida Fish and Wildlife Conservation Commission (“FWC”) requirements.

H. Stormwater: Stormwater will be handled on site within retention areas, with conveyance via the roadways and/or piping within appropriate easements. The drainage structures and facilities will be designed and constructed in compliance with the LDR in effect at the time of permitting, subject to SJRWMD standards. The stormwater treatment facility will be maintained by the owner, an owners’ association and/or a management company. The Conceptual Site Plan

indicates the preliminary, general layout of the stormwater treatment system including utilization of the 1.77-acre freshwater pond centrally located to be utilized for stormwater retention, however, the Applicant anticipates the District may require a second pond location, which pond is anticipated to be located on the western portion of the Property within the “Natural/Activity Areas” as depicted on the Conceptual Site Plan. The final location of the stormwater pond(s) will be depicted on the final development plan(s) and the final engineering plan(s) for the Project.

IV. ADDITIONAL CONDITIONS

1. In coordination with the Nassau County School District, the Town of Hilliard, and Nassau County, the Applicant may install a school bus stop, if appropriate, within or adjacent to the PUD, and shall install a minimum of one (1) covered bench to provide a safe waiting area for school children. The Applicant shall coordinate with the Nassau County School District on the location of the school bus stop and waiting area during the preliminary platting process.





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

PUD Rezoning Application

A. PROJECT

1. Project Name: Lofty Cosmos
2. Address of Subject Property: 37074 Cosmos Trail, Hilliard, FL 32046
3. Parcel ID Number(s): 15-3N-24-2320-0017-0010
4. Existing Use of Property: Single Family
5. Future Land Use Map Designation: Medium Density (Nassau County)
6. Existing Zoning Designation: Open Rural (Nassau County)
7. Proposed Zoning Designation: PUD (Hilliard)
8. Acreage: 21.03 +/-

B. APPLICANT

1. Applicant's Status Owner (title holder) Agent
2. Name of Applicant(s) or Contact Person(s): Courtney P. Gaver Title: Attorney
 Company (if applicable): Rogers Towers, P.A.
 Mailing address: 1301 Riverplace Blvd., Suite 1500
 City: Jacksonville State: FL ZIP: 32207
 Telephone: (904) 473-1388 FAX: (904) 396-0663 e-mail: cgaver@rlaw.com
3. If the applicant is agent for the property owner*
 Name of Owner (titleholder): 37074 Cosmos Trail LLC
 Mailing address: 4025 Sunbeam Road
 City: Jacksonville State: FL ZIP: 32257

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

Telephone: (904)730-9300 FAX: () e-mail: lmassis@loftyasset.com

C. ATTACHMENTS

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

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

No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any fees necessary for technical review or additional reviews of the application by a consultant will be billed to the applicant at the rate of the reviewing entity. The invoice for of postage, signs, advertisement, outside consultants shall be paid in full prior to any action of any kind on the application by the Planning and Zoning Board.

All 10 attachments are required for a complete application. One original and a PDF Version of the complete application with all attachments need to be submitted. A completeness review of the application will be conducted within ten (10) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

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

[Signature]
Signature of Applicant

Signature of Co-applicant

Courtney P. Gaver
Typed or printed name and title of applicant

Typed or printed name of co-applicant

12-15-2023
Date

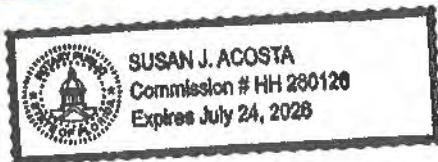
Date

State of Florida County of Duval

The foregoing application is acknowledged before me this 15th day of Dec., 2023 by Courtney

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

NOTARY SEAL [Signature]



Town of Hilliard ♦ 15859 C.R. 108 ♦ Hilliard, FL 32046 ♦ (904) 845-3555

OWNER'S AUTHORIZATION FOR AGENT
PLANNING DEPARTMENT

TOWN OF HILLIARD, FLORIDA

EACH AND EVERY OWNER SHOWN ON THE PROOF OF
OWNERSHIP MUST SIGN AN AUTHORIZATION FORM

Agent Authorization Form

I/We 37074 Cosmos Trail, LLC, a Florida limited liability company
(Print Name of Property Owner)
hereby authorize Rogers Towers, P.A. & Baker Design Build
(Print Name of Agent) annexation, land use amendment, and rezoning
to represent me/us in processing an application for for Parcel 15-3N-24-2320-0017-0010
(Type of Application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner(s) attest that the application is made in good faith and that any information contained in the application is accurate and complete.

[Handwritten Signature]  _____
(Signature of Owner) (Signature of Owner)

Lisa A. Mankoski _____
(Print Name of Owner) (Print Name of Owner)

State of Florida
} ss
Nassau County

Sworn to and subscribed before me on this 18 day of December, 2023,
by Lisa A. Mankoski, as Manager of Lofty Investment Holdings, LLC, a Florida limited liability company, the Manager of 37074 Cosmos Trail MM, LLC, a Florida limited liability company, the Manager of 37074 COSMOS TRAIL, LLC, a Florida limited liability company, on behalf of the company.

[Handwritten Signature]
Signature of Notary Public
State of Florida **CHRISTINE JOYCE**
Notary Public - State of Florida
Commission # HH 415022
My Comm. Expires Aug 22, 2027
Bonded through National Notary Assn.

Print, type or stamp commissioned name of Notary Public
My Commission Expires: 8/22/27

Individual making statement is personally known or _____ produced identification.

Type of identification produced: personally known

ATTACHMENT 1**Statement of Proposed Change**

This application is for the proposed Lofty Cosmos Planned Unit Development (“PUD”) for 21.03 acres north of U.S. Highway 1 at Cosmo Trail (the “Property”). The requested PUD rezoning application is a companion to applications to annex the Property into the Town of Hilliard (along with neighboring parcels having Nassau County Parcel Identification Nos. 15-3N-24-2320-0017-0020 and 15-3N-24-2320-0019-0010), and to change the Future Land Use Map (“FLUM”) designation of the Property from Medium Density (Nassau County) to High Density Residential and Commercial to develop a mix of multi-family residential and commercial uses. The Applicant is proposing to construct a maximum of 227 multi-family residential units (apartments) with related amenities and facilities and a maximum of 14,000 square feet of Main Street Commercial and General Commercial District uses.

ATTACHMENT 2

Aerial Map



ATTACHMENT 4**Legal Description**

ALL OF THAT CERTAIN LOT, PIECE, OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION FIFTEEN (15), TOWNSHIP THREE (3), NORTH, RANGE TWENTY FOUR (24) EAST, COUNTY OF NASSAU, AND STATE OF FLORIDA AND FURTHER KNOWN AND DESCRIBED AS THE WEST PART OF THAT PART OF LOT SEVENTEEN (17) IN SAID SECTION FIFTEEN (15) OF DUNN'S FRUIT AND TRUCK FARMS AS RECORDED IN DEED BOOK B-10 AT PAGE FORTY-EIGHT (48) OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, FLORIDA THAT LIES EAST OF U.S. HIGHWAY NO. 1 (150 FOOT RIGHT-OF-WAY) AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: FOR A POINT OF REFERENCE START AT THE NORTHEAST CORNER OF SAID LOT SEVENTEEN (17), THENCE SOUTH EIGHTY EIGHT DEGREES FIFTEEN MINUTES WEST (S 88 DEGREES 15 MINUTES W), ALONG THE NORTH LINE OF SAID LOT SEVENTEEN (17), A DISTANCE OF NINE HUNDRED FORTY AND FOUR TENTHS (940.4) FEET TO A POINT ON THE WESTERLY BANK OF A HIGHWAY DRAINAGE DITCH FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH EIGHTY EIGHT DEGREES FIFTEEN MINUTES (S 88 DEGREES 15 MINUTES W), ALONG THE SAID LINE OF LOT SEVENTEEN (17), A DISTANCE OF FOUR HUNDRED TWENTY SIX AND NINE TENTHS (426.9) FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE SOUTH FIFTY TWO DEGREES FIFTY ONE MINUTES EAST (S 52 DEGREES 51 MINUTES E), ALONG SAID RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF TWO HUNDRED SIXTEEN (216.0) FEET TO A POINT; THENCE NORTH SIXTY DEGREES THIRTY SIX MINUTES EAST (N 60 DEGREES 36 MINUTES E) A DISTANCE OF TWO HUNDRED NINETY TWO AND ONE TENTHS (292.1) FEET TO THE POINT OF BEGINNING.

A PLAT OF SURVEY OF THE HEREINABOVE DESCRIBED LANDS MADE BY HUGH M. THOMPEN, REGISTERED SURVEYOR NO. 1051, ON AUGUST 28, 1956, BEING RECORDED IN DEED BOOK 241, PAGE 53, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

AND THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN THE COUNTY OF NASSAU AND THE STATE OF FLORIDA, KNOWN AND DESCRIBED AS;

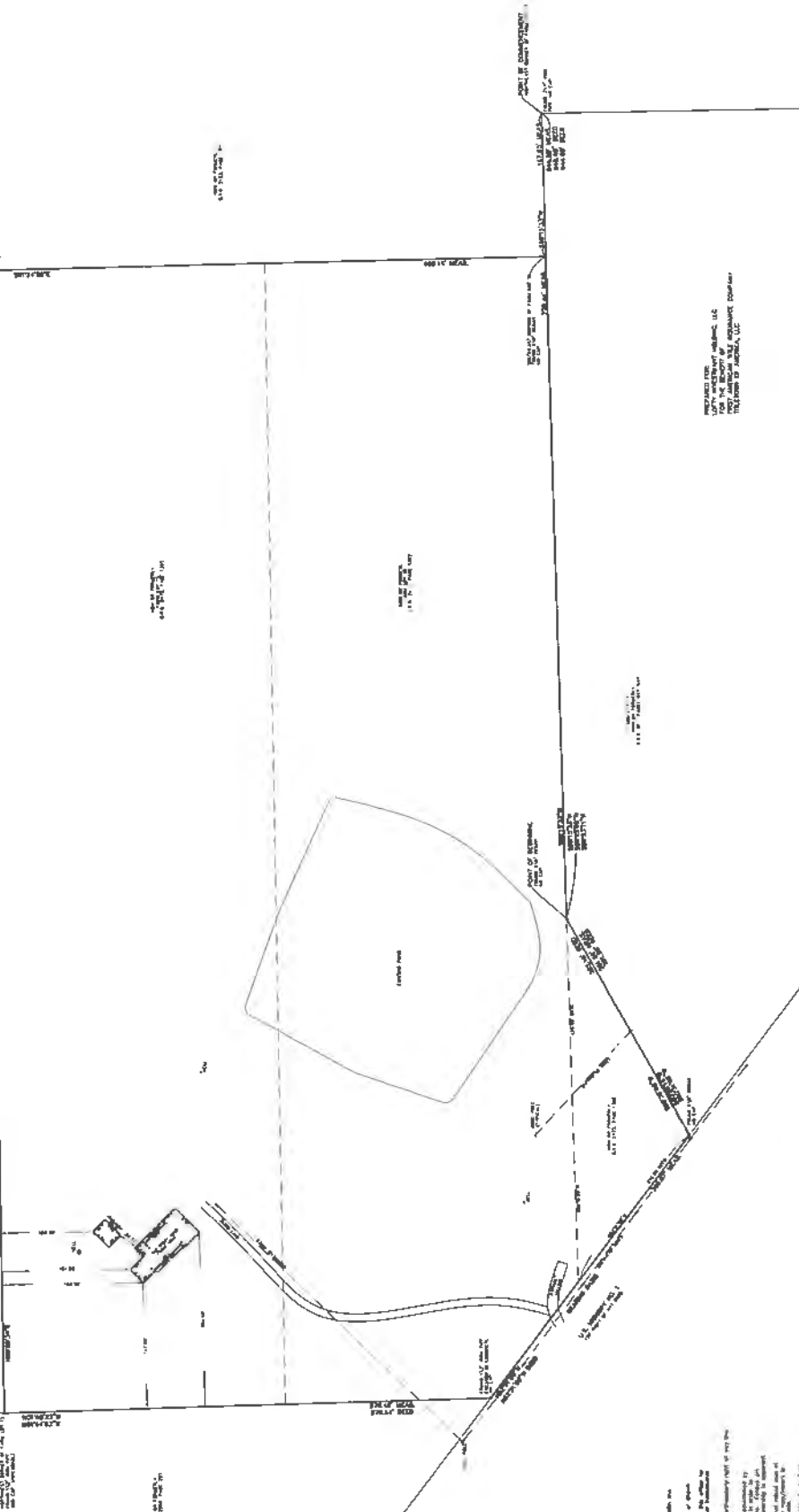
FARMS 15 AND 16, IN SECTION 15, TOWNSHIP 3 NORTH, RANGE 24 EAST, JOSEPH R. DUNN'S FRUIT AND TRUCK FARMS, ACCORDING TO PLAT RECORDED IN DEED BOOK B-10, PAGE 48, EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF STATE ROAD NO. 15.

ATTACHMENT 5

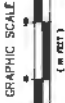
Boundary Survey

MAP OF BOUNDARY SURVEY

THIS MAP IS A PART OF A SURVEY OF THE LANDS OF THE STATE OF MISSISSIPPI, AND IS SUBJECT TO THE PROVISIONS OF THE SURVEY ACT OF 1901, AS AMENDED, AND TO THE PROVISIONS OF THE SURVEY ACT OF 1964, AS AMENDED. THIS MAP IS A PART OF A SURVEY OF THE LANDS OF THE STATE OF MISSISSIPPI, AND IS SUBJECT TO THE PROVISIONS OF THE SURVEY ACT OF 1901, AS AMENDED, AND TO THE PROVISIONS OF THE SURVEY ACT OF 1964, AS AMENDED.



- SURVY NOTES**
- The land hereon shown is a part of the land of the State of Mississippi, and is subject to the provisions of the Survey Act of 1901, as amended, and to the provisions of the Survey Act of 1964, as amended.
 - The boundaries hereon shown are the boundaries of the land of the State of Mississippi, and are subject to the provisions of the Survey Act of 1901, as amended, and to the provisions of the Survey Act of 1964, as amended.
 - The bearings and distances hereon shown are the bearings and distances of the boundaries of the land of the State of Mississippi, and are subject to the provisions of the Survey Act of 1901, as amended, and to the provisions of the Survey Act of 1964, as amended.
 - The area hereon shown is the area of the land of the State of Mississippi, and is subject to the provisions of the Survey Act of 1901, as amended, and to the provisions of the Survey Act of 1964, as amended.
 - The area hereon shown is the area of the land of the State of Mississippi, and is subject to the provisions of the Survey Act of 1901, as amended, and to the provisions of the Survey Act of 1964, as amended.
 - The area hereon shown is the area of the land of the State of Mississippi, and is subject to the provisions of the Survey Act of 1901, as amended, and to the provisions of the Survey Act of 1964, as amended.
 - The area hereon shown is the area of the land of the State of Mississippi, and is subject to the provisions of the Survey Act of 1901, as amended, and to the provisions of the Survey Act of 1964, as amended.
 - The area hereon shown is the area of the land of the State of Mississippi, and is subject to the provisions of the Survey Act of 1901, as amended, and to the provisions of the Survey Act of 1964, as amended.
 - The area hereon shown is the area of the land of the State of Mississippi, and is subject to the provisions of the Survey Act of 1901, as amended, and to the provisions of the Survey Act of 1964, as amended.
 - The area hereon shown is the area of the land of the State of Mississippi, and is subject to the provisions of the Survey Act of 1901, as amended, and to the provisions of the Survey Act of 1964, as amended.



GLASS LAND SURVEYING, LLC
 3300+ CASCADIA AVE. SUITE 100
 MEMPHIS, TENNESSEE 38118
 PHONE: 901.521.1234
 FAX: 901.521.1235
 WWW.GLASSLANDSURVEYING.COM

14-AL-232-F

ATTACHMENT 6

Proof of Ownership

Prepared by:
 April Ross
 Titledown of America, LLC
 480 Busch Drive
 Jacksonville, Florida 32218

File Number: 22-1381

General Warranty Deed

Made this May 4, 2023 A.D. By Julie Warren Pickett and Sylvester Harrison Pickett, Jr., wife and husband, whose address is: 37752 Kings Ferry Rd., Willard FL 32091, hereinafter called the grantor, to 37074 Cosmos Trail, LLC, a Florida Limited Liability Company, whose post office address is: 4025 Sunbeam Road, Jacksonville, Florida 32257, hereinafter called the grantee:

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

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

ALL OF THAT CERTAIN LOT, PIECE, OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION FIFTEEN (15), TOWNSHIP THREE (3), NORTH, RANGE TWENTY FOUR (24) EAST, COUNTY OF NASSAU, AND STATE OF FLORIDA AND FURTHER KNOWN AND DESCRIBED AS THE WEST PART OF THAT PART OF LOT SEVENTEEN (17) IN SAID SECTION FIFTEEN (15) OF DUNN'S FRUIT AND TRUCK FARMS AS RECORDED IN DEED BOOK B-10 AT PAGE FORTY-EIGHT (48) OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, FLORIDA THAT LIES EAST OF U.S. HIGHWAY NO. 1 (150 FOOT RIGHT-OF-WAY) AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: FOR A POINT OF REFERENCE START AT THE NORTHEAST CORNER OF SAID LOT SEVENTEEN (17), THENCE SOUTH EIGHTY EIGHT DEGREES FIFTEEN MINUTES WEST (S 88 DEGREES 15 MINUTES W), ALONG THE NORTH LINE OF SAID LOT SEVENTEEN (17), A DISTANCE OF NINE HUNDRED FORTY AND FOUR TENTHS (940.4) FEET TO A POINT ON THE WESTERLY BANK OF A HIGHWAY DRAINAGE DITCH FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH EIGHTY EIGHT DEGREES FIFTEEN MINUTES (S 88 DEGREES 15 MINUTES W), ALONG THE SAID LINE OF LOT SEVENTEEN (17), A DISTANCE OF FOUR HUNDRED TWENTY SIX AND NINE TENTHS (426.9) FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE SOUTH FIFTY TWO DEGREES FIFTY ONE MINUTES EAST (S 52 DEGREES 51 MINUTES E), ALONG SAID RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF TWO HUNDRED SIXTEEN (216.0) FEET TO A POINT; THENCE NORTH SIXTY DEGREES THIRTY SIX MINUTES EAST (N 60 DEGREES 36 MINUTES E) A DISTANCE OF TWO HUNDRED NINETY TWO AND ONE TENTHS (292.1) FEET TO THE POINT OF BEGINNING.

A PLAT OF SURVEY OF THE HEREINABOVE DESCRIBED LANDS MADE BY HUGH M. THIGPEN, REGISTERED SURVEYOR NO. 1051, ON AUGUST 28, 1956, BEING RECORDED IN DEED BOOK 241, PAGE 53, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

AND THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN THE COUNTY OF NASSAU AND THE STATE OF FLORIDA, KNOWN AND DESCRIBED AS;

FARMS 15 AND 16, IN SECTION 15, TOWNSHIP 3 NORTH, RANGE 24 EAST, JOSEPH R. DUNN'S FRUIT AND TRUCK FARMS, ACCORDING TO PLAT RECORDED IN DEED BOOK B-10, PAGE 48, EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF STATE ROAD NO. 15.

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

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


And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2022.

Prepared by:
April Ross
Titledown of America, LLC
480 Busch Drive
Jacksonville, Florida 32218

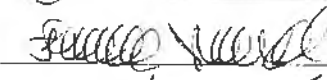
File Number: 22-1381

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

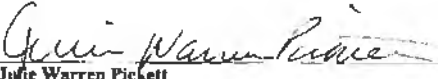
Signed, sealed and delivered in our presence:




Witness Printed Name Josh Bernard



Witness Printed Name Lawrence J. Bernard



Julie Warren Pickett (Seal)




Sylvester Harrison Pickett, Jr. (Seal)

State of Florida
County of Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4th day of May, 2023, by Julie Warren Pickett and Sylvester Harrison Pickett, Jr., wife and husband, who are personally known to me or who have produced _____ as identification.





Notary Public
Print Name: Lawrence J. Bernard
My Commission Expires: _____

ATTACHMENT 7

Site Plan

ATTACHMENT 8

Written Description

**Hilliard Cosmos Planned Unit Development
PUD Written Description
December 18, 2023**

I. PROJECT DESCRIPTION

37074 Cosmos Trail, LLC (“Applicant”) proposes to rezone approximately 21.03 acres of property along U.S. Highway 1 (the “Property”) from Open Rural (Nassau County) to Planned Unit Development (“PUD”) in the Town of Hilliard (the “Town”). The Property is owned by the Applicant and has Nassau County Parcel Identification No. 15-3N-24-2320-0017-0010. A legal description of the Property is attached as Exhibit “A”.

As set forth below, the PUD zoning district is being sought to provide for the development of the Property with a mix of multi-family residential and commercial uses. A preliminary conceptual site plan indicating the general layout of the site is attached to the PUD as Exhibit “B” (the “Conceptual Site Plan”). The Conceptual Site Plan is conceptual only and may be subject to change due to site characteristics, design, and engineering factors. The Conceptual Site Plan shows the locations of the proposed uses within the Property. The project will allow for densities and intensities within the parameters of the proposed High Density Residential and Commercial FLUM designations set forth in the Town of Hilliard Comprehensive Plan 2040.

The requested PUD rezoning application is a companion to applications to annex the Property into the Town of Hilliard (along with neighboring parcels having Nassau County Parcel Identification Nos. 15-3N-24-2320-0017-0020 and 15-3N-24-2320-0019-0010), and to change the Future Land Use Map (“FLUM”) designation of the Property from Medium Density (Nassau County) to High Density Residential (18.94 acres) in the Town, for the portions of the Property designated as the “Residential Parcel” on the Conceptual Site Plan, and to Commercial (2.09 acres) for the portion of the Property designated as the “Commercial Outparcel #1” and “Commercial Outparcel #2”.¹

The Applicant will provide access roads and drives, utilities, recreational facilities and other infrastructure to serve the PUD. Unless specified otherwise in this PUD text and the PUD ordinance approving the same, the project will comply with applicable provisions of the Town of Hilliard Zoning and Land Development Regulations (hereafter, “LDR” or the “Code”). All references herein to the Applicant shall include the Applicant’s successors and assigns.

II. USES AND RESTRICTIONS

As set forth in this written description, the proposed project is a mixed-use development that includes both multi-family housing and commercial/retail uses. The Property abuts U.S. Highway 1, where higher intensity and density uses are appropriate. The proposed layout of the buildings and uses as shown on the Conceptual Site Plan demonstrate that the commercial uses

¹ The neighboring parcels are approximately 16.31 acres and are subject to companion applications to change the zoning from Open Rural (Nassau County) to Commercial and to change the FLUM designation from Medium Density (Nassau County) to Commercial.

will be buffered from the residential uses within the PUD and that the residential uses will likewise be buffered from other, less intense, uses to the north and east. The buffers include a combination of manmade elements (planted landscaping and a larger lake/stormwater pond) along with natural buffers.

A. Permitted Uses: The development will be constructed in an orderly manner, and the allowable uses will include the following:

Within the Residential Parcel as depicted on the Conceptual Site Plan, multiple-family units up to twelve units per acre (not to exceed a maximum of 227 residential units total) and related amenities and facilities shall be permitted. These may include apartments (fee simple, rental or condominium ownership); leasing/sales/management offices, models and similar uses; landscaping, janitorial, maintenance and similar uses; amenity/recreation centers which may include a pool, cabana/clubhouse, meeting rooms, health/exercise facility, sauna, and similar facilities; parks, open space, playgrounds, playfields, fire pit/gathering areas, observation and shade pavilions, pet parks, park structures, site furnishings, landscaping, vegetative screens or buffers, fencing, walkways, greenways, nature walks, trails, exercise courses, boardwalks, footbridges, gardens, noncommercial greenhouses and plant nurseries, tool houses, garden sheds, garden work centers, ponds, observation platforms, benches, picnic areas, shelters and informational kiosks, signage, habitat enhancement devices such as birdhouses, duck houses, and bat houses, and other similar uses and structures designed for and used for recreational/open spaces; mail center/kiosk; car wash (self) and dog wash area for residents; structure parking including, without limitation, parking garages, underbuilding parking, covered parking spaces, and parking lots/surface parking; maintenance office/areas, maintenance equipment storage building/areas, security offices, and similar uses; and stormwater management and flood control improvements, as permitted by the applicable regulatory agencies.

Within the Commercial Outparcels depicted on the Conceptual Site Plan, non-residential uses shall be permitted up to a maximum of 14,000 square feet and may include those uses permitted as a principal use and permitted by exception within the Main Street Commercial (MSC) and General Commercial District (C-1) designation of the LDR², as follows:

- Animal hospital/veterinary clinic;
- Animal boarding place facility;
- Bank and financial institutions;
- Bowling alley;
- Churches;
- Commercial recreation facilities;
- Community center;
- Convenience stores;
- Day care/child care center;
- Delicatessen, bake shop;
- Employment offices;

² As of the date of this PUD Written Description, the Town is in the process of revising its LDR to replace its Neighborhood Commercial (C-N) designation with the MSC rezoning. In the event the Town fails to enact such change, the Applicant shall have the right to include neighborhood-type commercial uses as detailed in this text.

- Family day care homes;
- Gasoline sales;
- General store;
- Governmental uses;
- Hospitals;
- Hotels and motels;
- Medical and dental clinic/office;
- Museum, and art gallery;
- Nursing homes, assisted living facilities, convalescent homes, and similar facilities;
- Outdoor fruit, vegetable, poultry or fish markets;
- Parcel delivery office;
- Printing, publishing or similar establishment;
- Private schools;
- Professional and business office;
- Recreational vehicle parks;
- Restaurants with or without drive-through facilities;
- Restaurant with alcohol sales;
- Retail sales;
- Retail facilities for the sale of beer and wine for consumption off premises;
- Research laboratories;
- Schools, colleges and universities;
- Self-service laundries or dry-cleaners;
- Service establishments in an enclosed building;
- Skating rinks;
- Veterinary clinic; and
- Vocational, trade and business schools.

B. Uses by Special Exception: Within the “Commercial Parcels,” restaurants, sidewalk cafés, grocery stores, pharmacies, specialty food stores and other commercial establishments within the project shall be permitted to sell alcoholic beverages for on-premises and off-premises consumption, as applicable; provided, however, the vendor of alcoholic beverages must meet the criteria set forth in Chapter 6, Article I of the Code.

C. Accessory Uses: Accessory uses and structures will be allowed as prescribed in the LDR, provided such uses and structures are of the nature customarily incidental and clearly subordinate to the permitted or principal use of a residential structure. Accessory uses such as customary home occupations, pets, and yard sales will be allowed as per the requirements for residential districts stipulated within the LDR and in accordance with any applicable neighborhood covenants and restrictions.

D. Restriction on Uses: As provided, the development will only include the uses described in Section II.A.-C. above.

III. DESIGN GUIDELINES

A. Lot Requirements:

a. Multiple-Family Development Standards: Multiple-family Uses: Minimum lot width, Maximum lot coverage by all buildings, Minimum yard requirements, and Maximum height of structures for multiple-family uses: For the purposes of these requirements, “lot” refers to the parent property within which the proposed buildings are located and “yard” refers to distance from the parent property boundary.

- (i) Minimum lot width: None.
- (ii) Minimum lot area: None.
- (iii) Maximum lot coverage by all buildings: Seventy percent (70%).
- (iv) Minimum yard requirements. The minimum yard requirements for all structures are:
 - Front: Twenty (20) feet.
 - Side: Twenty (20) feet.
 - Rear: Twenty (20) feet.
- (v) Maximum height of structure: Thirty-five (35) feet. Decorative rooftop structures including: screening, mechanical equipment, roof access, mansard roofs, spires, cupolas, parapets, antennas, chimneys and other appurtenances not intended for human occupancy are not included in the maximum height.
- (vi) Minimum required living areas for the multi-family units are:
 - Studio/One bedroom: 470 square feet.
 - Two bedroom: 950 square feet.

b. Commercial Development Standards:

- (i) Setbacks: Setbacks shall be measured per the LDR and shall be as follows:
 - Front: Ten (10) feet; Lots having a second frontage shall have a setback of 10 feet for the second frontage.
 - Rear: Five (5) feet.

Side: Ten (10) feet.

- (ii) All structures shall have a minimum separation of twenty (20) feet, as measured from the furthest projection on the structure to the furthest projection of any other structure.
- (iii) Maximum height of structure: Thirty-five (35) feet.
- (iv) Maximum impervious surface ratio: Seventy-five percent (75%).
- (v) Maximum lot coverage by buildings: Fifty percent (50%) of the overall Commercial Parcels (not to include parking or drainage facilities).

The development will be constructed in one (1), 15-year phase, provided construction of the non-residential portions of the project may be initiated when needed and feasible so long as completed within the timeframe set forth herein. Construction shall commence within five (5) years of PUD Ordinance approval. For purposes of this PUD, "commencement" shall mean securing approved construction drawings of all or of a portion of the site. "Completion" shall be defined as the installation of horizontal infrastructure and Town approval of as-builts. Upon request from the Applicant, the Town Council may extend the commencement period by an additional one (1) year for good cause.

The Conceptual Site Plan indicates the preliminary, general layout for the PUD for construction of the development. The location and size of all lots, roads, project entrances, recreation/open space and other areas shown on the Conceptual Site Plan are conceptual such that the final location of any roads, project entrances, recreation/open space and other areas will be depicted on the final development plan and the final engineering plans for the particular phase of the project.

B. Ingress, Egress and Circulation:

- a. **Parking Requirements:** Except as otherwise provided for herein, the PUD shall comply with applicable off-street parking and loading requirements of the LDR. For the Residential Parcel, two (2) spaces per dwelling unit (454 spaces) shall be provided via parking structures and/or surface parking, or a combination of the same. In addition, a minimum of 5% of the total spaces for the dwelling units (23 spaces) shall be provided for additional guest parking, and one (1) space per for each two hundred fifty (250) feet of gross floor area of clubhouse. Individual commercial parcels may share parking with other facilities pursuant to shared parking agreements, provided the uses sharing the parking areas do not result in a lack of required parking under the LDR.

- b. **Vehicular Access/Interconnectivity:** As shown on the Site Plan, access to the Property will be provided via an access point located along U.S. Highway 1. The locations of the access drives from U.S. 1 will be determined by FDOT. The Applicant will provide the Town with an FDOT driveway permit for the final access drives during the construction planning process for any development within the Property. Interior access drives will be privately owned and maintained by the owner, an owners' association and/or a management company. The internal access drive to the Residential Parcel may be gated at the developer's option. The location and design of all access points and interior access drives is conceptual, and the final location and design of all access points and interior access drives is subject to the review and approval of the Town.
- c. **Pedestrian Access and Streetlights:** Pedestrian circulation will be provided via sidewalks that are a minimum width of five (5) feet. Sidewalk will be located on one side of all internal rights-of-ways within the project, which locations are depicted on the Conceptual Site Plan. In addition, sidewalks will be located on one side of the entrance roadways to provide pedestrian interconnectivity between the commercial and residential areas of the project. All pedestrian accessible routes shall meet the requirements of the LDR, Florida Accessibility Code for Building Construction ("FACBC") and Americans Disability Act Accessibility Guidelines ("ADAAG") established by Florida law and 28 CFR Part 36. Common area sidewalks located along any parks, ponds and open space will be constructed during the roadway construction phase. Streetlights will be purchased and installed at the Applicant's expense along all streets as approved by the Town of Hilliard's Engineering Department.

C. Signs and Entry: The project will have an entry feature and related community identification signage within the main entrances at U.S. Highway 1, as depicted on the Conceptual Site Plan. All project signage will comply with applicable provisions of the Code. Exact sign locations will be depicted on construction plans. The Applicant shall be permitted to erect temporary on-site construction and real estate signage on the Property, in conformance with the Code. Because construction of the Project may be phased, the Applicant shall be permitted to place temporary signage within portions of the Property in which construction is underway to direct tenants, customers, and other visitors to other areas of the Property that are in operation.

D. Landscaping: Landscaping for the Project shall be provided in accordance with Article XI, LDR Section 62-563.

E. Recreation and Open Space: The design of the PUD incorporates common open space, as well as varied active and passive recreation opportunities, meeting and exceeding the standards of the LDR. Open space and common areas will exceed the 20% open space requirement

of LDR Section 62-316(b). The Conceptual Site Plan provides more than 20% open space which is comprised of the pond area, recreation areas, and natural areas.

F. Utilities:

- a. **Potable Water/Sanitary Sewer:** All electrical, telephone and cable lines will be installed underground on the site. Water and sewer will be connected to the existing lines and gravity sewer located near the intersection of U.S. Highway 1 and Eastwood Road. This work will be installed by the Applicant and no public funds shall be needed for the provision of new infrastructure. The aforesaid infrastructure improvements will also greatly enhance the Town's ability to serve areas located within the southside of the Town boundaries.
- b. **Electrical Utilities:** All electrical and telephone lines will be installed underground on the site. Electrical power will be provided by Florida Power & Light.
- c. **Fire Protection:** The Applicant will install fire hydrants in accordance with the LDR.
- d. **Solid Waste:** Solid waste will be handled by the licensed franchisee in the area.

G. Wetlands/Environmental: The Property does not contain jurisdictional wetlands. The Property contains an approximately 1.77-acre freshwater pond centrally located on the site which will be utilized for onsite stormwater retention and permitted in accordance with St. Johns River Water Management District ("SJRWM") and FDEP requirements. There are no Significant Natural Communities Habitat on the proposed site and no listed species were observed at this time. As there may be a potential for gopher tortoise habitat in the future, any gopher tortoise burrows which may become active prior to construction, will be relocated in accordance with Florida Fish and Wildlife Conservation Commission ("FWC") requirements.

H. Stormwater: Stormwater will be handled on site within retention areas, with conveyance via the roadways and/or piping within appropriate easements. The drainage structures and facilities will be designed and constructed in compliance with the LDR in effect at the time of permitting, subject to SJRWMD standards. The stormwater treatment facility will be maintained by the owner, an owners' association and/or a management company.

IV. ADDITIONAL CONDITIONS

1. In coordination with the Nassau County School District, the Town of Hilliard, and Nassau County, the Applicant may install a school bus stop, if appropriate, within or adjacent to the PUD, and shall install a minimum of one (1) covered bench to provide a safe waiting area for school children. The Applicant shall coordinate with the Nassau County School District on the location of the school bus stop and waiting area during the preliminary platting process.

ATTACHMENT 9

Binding Letter

Binding Letter

Town of Hilliard
15859 C.R. 108
Hilliard, Florida 32046

Re: Lofty Cosmos PUD Application
Parcel ID No.: 15-3N-24-2320-0017-0010

Ladies and Gentlemen:

You are hereby advised that the undersigned, owner of the property, being more particularly described in the Planned Unit Development rezoning document attached hereto and by reference made a part hereof, hereby agrees to bind its successors in title to the development in accordance with (a) the site plan and the written description of the proposed development plan submitted with the PUD application and (b) any conditions set forth by the Town Council of the Town of Hilliard in the PUD rezoning ordinance. Owner, and its successors in title, also agree to proceed with the development of the subject property in accordance with items (a) and (b) above and will complete such development in accordance with the site plan approved by that ordinance. Provisions shall be made by written agreement for continuing operation and maintenance of all common areas and facilities that are not to be provided, operated or maintained by the Town of Hilliard.

This the 18th day of December, 2023.

“APPLICANT”:

37074 COSMOS TRAIL, LLC, a Florida limited liability company

By: 37074 Cosmos Trail MM, LLC, a Florida limited liability company, its Manager

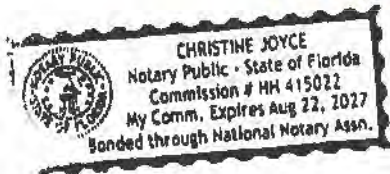
By: Lofty Investment Holdings, LLC, a Florida limited liability company, its Manager

By: *[Signature]*
Name: Lisa A. Mankoski
Title: Manager

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of (check one) physical presence or online notarization on this day ___ of December, 2023, by Lisa A. Mankoski, as Manager of Lofty Investment Holdings, LLC, a Florida limited liability company, the Manager of 37074 Cosmos Trail MM, LLC, a Florida limited liability company, the Manager of 37074 COSMOS TRAIL, LLC, a Florida limited liability company, on behalf of the company, and who is (check one) personally known to me or has produced a valid driver's license as identification.

[Signature]
Notary Public
Name: CHRISTINE JOYCE
Commission Expires: 8/22/27





TOWN OF HILLIARD - SCHOOL IMPACT ANALYSIS (SIA) FORM

INTRODUCTION

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

Application Process for School Concurrency:

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

KEY CONTACTS


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

Owner of Record	Applicant or Agent
As recorded with the Nassau County Property Appraiser	If an agent will be representing the owner, an Owner's Authorization for Agent Form must be included
Owner(s) Name 37074 Cosmos Trail LLC	Applicant or Agent Name Courtney P. Gaver & Emily Pierce
Company (if applicable)	Company (if applicable) Rogers Towers, PA
Street Address 4025 Sunbeam Road	Mailing Address 1301 Riverplace Blvd., Suite 1500
City, State, Zip Jacksonville, Florida 32257	City, State, Zip Jacksonville, Florida 32207
Telephone Number 904-730-9300	Telephone Number 904-398-3911
Email Address lmassls@loftyasset.com	Email Address courtneygaver@gmail.com & epierce@rtlaw.com

Project Information					
PIN: 15-3N-24-2320-0017-0010					
Project Address	37074 Cosmos Trail, Hilliard, FL 32046				
Access Road	Name: U.S. Highway 1 (FDOT) <input checked="" type="checkbox"/> City/County-Maintained <input type="checkbox"/> Private Road				
Size of Property	21.03 acres	Present Property Use	Single-Family / Vacant		
Zoning District	Open Rural (Nassau County) Proposed PUD (Hilliard)	Future Land Use Map	Medium Density Residential (Nassau County) High Density Residential & Commercial (Hilliard)		
Wetlands	1.77 (existing pond)	Flood Zone	Zone X	Water & Sewer	Town of Hilliard
Project Description (use separate sheet if necessary):					
The owner proposes to annex the property (including neighboring parcels having Parcel Identification Nos. 15-3N-24-2320-0017-0020 & 15-3N-24-2320-0019-0010) into the Town of Hilliard, to change the Future Land Use designation of the property from Medium Density (Nassau County) to High Density Residential (18.89 acres) and Commercial (2.13 acres), and rezone to Planned Unit Development (PUD) for development of a maximum of 227 multi-family units and 14,000 square feet of commercial uses.					
Number of Dwelling Units Proposed (Total): 227 units					
Number of Dwelling Units Proposed (By Type): 227 multi-family (apartments)					
Single-Family Detached:					
Single-Family Attached:					
Multi-Family:	227				
List any applications under review or approved which may assist in the review of this application:					
Annexation, Small-Scale Comprehensive Plan Amendment, and Planned Unit Development Rezoning with Town of Hilliard					

I HEREBY CERTIFY THAT ALL INFORMATION IS TRUE AND CORRECT

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

<p><i>Lisa A. Mankoski</i></p> <p>PRINT</p>	 <p>SIGNATURE</p>	<p>12/18/23</p> <p>DATE</p>
---	--	-----------------------------



The Nassau County School District

1201 Atlantic Avenue
Fernandina Beach, Florida 32034

Kathy K. Burns, Ed.D.
Superintendent of Schools

RECEIVED
JAN 22 2024

(904) 491-9900
Fax (904) 277-9042
info@nassau.k12.fl.us

TOWN OF HILLIARD

January 15, 2024

Courtney P. Gaver & Emily Pierce
1301 Riverplace Blvd., Suite 1500
Jacksonville, FL 32207

37074 Cosmos Trail, LLC
4025 Sunbeam Road
Jacksonville, FL 32257

SUBJECT: RESERVATION NOTIFICATION

Dear Owner and Agent:

Pursuant to Section 9 of the Amended Interlocal Agreement for Public School Facility Planning, any developer submitting a development permit application with a residential component that is not exempt under Section 9.13 of the same agreement, is subject to school concurrency and must prepare and submit a School Impact Analysis to the local government, as applicable, for review by the School Board. The local government shall initiate the review by determining that the application is sufficient for processing. Upon determination of application sufficiency, the local government shall transmit the School Impact Analysis to the School Board representative for review.

Subsequent to the School Board review and notification to applicant, such concurrency reservation remains valid for a period of two years or until such time as the permitting documents remain valid. During this two year period, the applicant may obtain construction plan approval or a building permit, as applicable, for horizontal or vertical construction. Expiration, extension or modification of a residential development shall require a new review for adequate school capacity to be performed by the School Board.

In accordance with Section 9.9 of the Amended Interlocal Agreement for Public School Facility Planning, Reservation is hereby granted to:

Project Name: Lofty Project

DRC Site Plan Number: _____

PIN: 15-3N-24-2320-0017-0010

Number of Dwelling Units in Development: 227 MF

Our mission is to develop each student as an inspired life-long learner and problem-solver with the strength of character to serve as a productive member of society.

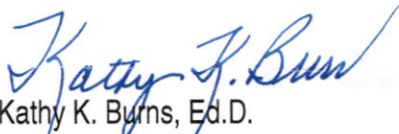
The Nassau County School District does not discriminate on the basis of race, color, national origin, gender, age, disability or marital status in its educational programs, services or activities, or in its hiring or employment practices.

Effective date of permitting documents: 01/15/2024

Expiration date of permitting documents: 01/15/2026

Reservation approval tracking number: 2023SCR0014

Sincerely,



Kathy K. Burns, Ed.D.
Superintendent of Schools

Our mission is to develop each student as an inspired life-long learner and problem-solver with the strength of character to serve as a productive member of society.

The Nassau County School District does not discriminate on the basis of race, color, national origin, gender, age, disability or marital status in its educational programs, services or activities, or in its hiring or employment practices.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Public Hearing & Regular Meeting Meeting Date: September 5, 2024

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

SUBJECT: Town Council to adopt Ordinance No. 2024-11, Setting the Town of Hilliard, Tentative Millage Rate for the Fiscal Year 2024-2025, on First Reading and set a Public Hearing & Final Reading on Friday, September 20, 2024.

BACKGROUND:

The Town Council met on Monday, August 1, 2024, in a Workshop to discuss the Millage Rate for the Fiscal Year 2024-2025. At the Thursday, August 1, 2024, Regular Meeting a motion was made to set the proposed Tentative Millage Rate for the Fiscal Year 2024-2025 at 3.2500 Mills. Total taxes to be levied in the amount of \$569,781. The Council further requested that the budget not be built around the full 3.2500 Millage Rate revenues.

FINANCIAL IMPACT:

Subject to change.

RECOMMENDATION:

Town Council adoption of Ordinance No. 2024-11, on Tentative First Reading and set a Public Hearing & Final Reading on Friday, September 20, 2024.

ORDINANCE NO. 2024-11

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HILLIARD, FLORIDA, A MUNICIPAL CORPORATION CONCERNING THE AD VALOREM TAX MILLAGE RATE FOR THE 2024-2025 YEAR FOR THE TOWN OF HILLIARD, FLORIDA; ADVISING THE NASSAU COUNTY PROPERTY APPRAISER OF THE “ROLLED BACK RATE” AND OF THE FINAL ADOPTED MILLAGE RATE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 200.065, Florida Statutes requires that the Town Council ascertain the “rolled back rate” of millage and propose a millage rate which is necessary to fund the tentative budget for the Town for the 2024-2025 fiscal year; and

WHEREAS, the Nassau County Property Appraiser has certified to the Town Council the preliminary taxable value for the real and personal property situated within the taxing jurisdiction of the Town, which certification was provided on June 28, 2024; and

WHEREAS, Section 200.065, Florida Statutes further requires that the Town Council advise the Property Appraiser of the “rolled back rate”, the final adopted millage rate and public hearing on the rate and the budget within seventy-five (75) days of the certification by the Property Appraiser,

NOW THEREFORE BE IT ORDAINED, by the Hilliard Town Council that this ordinance be passed to include the following:

Section 1. The Nassau County Property Appraiser has duly certified to the Town Council that the preliminary taxable value for the real and personal property in the Town of Hilliard is \$167,180,621. Based upon the above certified taxable values, the Town Council has computed the “rolled back rate”, of millage under Section 200.065 (1), Florida Statutes, at 2.8258 mills.

Section 2. The Town Council has adopted a budget for the Town of Hilliard for the 2024-2025 fiscal year, and a levy of ad valorem taxes sufficient to raise gross receipts of \$569,781, or budgeted receipts of \$569,781. Based upon the certified taxable value stated in Section 1 and upon the budget adopted by the Town Council and as may be amended by the Town Council, the Town Council hereby levies ad valorem taxes upon all taxable real and personal property for the 2024-2025, tax year at the rate of 3.2500 mills, which is a 15.0100% increase over the roll back rate of 2.8258 mills.

Section 3. This ordinance shall become effective this _____ day of _____, _____ A.D.

TOWN OF HILLIARD

Kenneth A. Sims
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

First Public Hearing: September 5, 2024
First Reading: September 5, 2024
Publication Date: September 18, 2024
Final Public Hearing: September 20, 2024
Second/Final Reading: September 20, 2024



CERTIFICATION OF TAXABLE VALUE

Reset Form

Print Form

ITEM-5

0
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2024	County : Nassau
Principal Authority : Town of Hilliard	Taxing Authority : Town of Hilliard - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	160,415,994	(1)
2.	Current year taxable value of personal property for operating purposes	\$	13,007,815	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	1,893,381	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	175,317,190	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	8,136,569	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	167,180,621	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	157,470,770	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number 0 (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number 0 (9)

Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.		
SIGN HERE	Signature of Property Appraiser:	Date :	
	Electronically Certified by Property Appraiser	6/27/2024 12:57:46 PM	

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	3.0000	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	472,412	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	472,412	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	0	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	167,180,621	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>		2.8258 per \$1000	(16)
17.	Current year proposed operating millage rate		3.2500 per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	569,781	(18)

19.	TYPE of principal authority (check one)	<input type="checkbox"/> County	<input type="checkbox"/> Independent Special District	(19)
		<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)	<input checked="" type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
		<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP HERE - SIGN AND SUBMIT
--	---	------------------------------------

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	472,412	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>		2.8258 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	495,411	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	569,781	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>		3.2500 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		15.0100 %	(27)

First public budget hearing	Date : 9/5/2024	Time : 7:00 PM EST	Place : 15859 West CR 108 - Council Chambers Hilliard 32046
------------------------------------	--------------------	-----------------------	--

S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Title :		Contact Name and Contact Title :		
	Mailing Address :		Physical Address :		
	City, State, Zip :		Phone Number :		Fax Number :

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.

TRIM TIMETABLE FY 2024/2025	
6/28/2024	PROPERTY APPRAISER CERTIFY TAX ROLL
	The timetable starts on 07-01-2024.
	Certification of the tax roll must be done on or prior to 07-01-2024.
	The Property Appraiser certified the tax roll on 06-28-2024 and the OASYS website has the Form DR-420 available to the Town of Hilliard.
8/2/2024	TOWN COUNCIL DECIDE ON MILLAGE RATE
	Within 35 days of 07-01-2024, is 08-04-2024.
	Council to decide on proposed tentative millage rate at meeting 08-01-2024.
	Certify the Form DR-420 and the Form DR-420MM-P to Property Appraiser thru the OASYS Etrim website of the proposed millage, rolled-back rate, and date, time and meeting place of tentative budget hearing.
8/00/2024	PROPERTY APPRAISER MAILS TRIM NOTICE
	Within 55 days of 07-01-2024, is 08-24-2024.
	The Property Appraiser mails out to the Town property owners the notice of Proposed Property Taxes Form DR-474, Trim Notice.
	This mail out Form DR-474 is the advertisement for the 1 st TRIM public hearing.
9/5/2024	1st PH & RM ADOPT TENTATIVE MILLAGE & BUDGET
	Hold tentative millage and budget public hearings no sooner than 10 days following the mailed TRIM Notice, Form DR-474.
	Which is no earlier than 65 days from 07-01-2024, which is 09-03-2024 and no later than 80 days from 07-01-2024, which is 09-18-2024.
	Council to adopt the tentative millage and budget following the tentative millage and budget hearings at the first regular meeting, 09-05-2024.
9/13/2024	SEND TO NCR ADVERTISE FINAL MILLAGE & BUDGET
9/18/2024	RUN DATE NCR ADVERTISE FINAL MILLAGE & BUDGET
	Within 15 days after adopting tentative millage and budget, which is 09-20-2024.
	Set the date and advertise in the body of the newspaper the final millage and budget public hearings.
	Send to NCR on 09-13-2024, no later than noon, to advertise in 09-18-2024, edition.

TRIM TIMETABLE FY 2024/2025	
9/20/2024	2nd PH & SM ADOPT FINAL MILLAGE & BUDGET
OR	Hold final millage and budget public hearings no sooner than 2 days or later than 5 days after advertisement in the newspaper.
9/23/2024	If advertisement is in 09-18-2024, edition the final public hearings and special meeting shall be held on Friday, 09-20-2024 or Monday, 09-23-2024.
	Council to adopt final millage and budget following the final millage and budget public hearings at the special meeting.
9/23/2024	SEND NCPA FINAL ADOPTED ORDINANCES
	Forward ordinances adopting final millage and budget to the Property Appraiser and Tax Collector, within 3 days but not later than 3 days.
9/26/2024	PROPERTY APPRAISER CERTIFIED FINAL TAX VALUES
	Property Appraiser will then certify within 3 days.
	Certify the Form DR-420MM and Form DR-422 to Property Appraiser thru the E-TRIM OASYS website of the final millage not later than 5 days after the Property Appraiser certifies.
	Also complete the Form DR-487-V and Form DR-487 and print all forms to send to DOR.
10/4/2024	Not later than 30 days following adoption of the final millage and budget forward all information requested on Form DR-487 to the Department of Revenue.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Public Hearing & Regular Meeting Meeting Date: September 5, 2024

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

SUBJECT: Town Council to adopt Ordinance No. 2024-12, Setting the Town of Hilliard, Tentative Budget for the Fiscal Year 2024-2025, on First Reading and set a Public Hearing & Final Reading on Friday, September 20, 2024.

BACKGROUND:

The Budget is currently being finalized and will be sent out on Tuesday, September 3, 2024.

A budget review workshop needs to be set for Monday, September 9, 2024, or Tuesday, September 10, 2024, for a line-by-line review of the FY 2024-2025 Budget and Five-Year Capital Outlay Plan.

FINANCIAL IMPACT:

Subject to change.

RECOMMENDATION:

Town Council adoption of Ordinance No. 2024-12, on Tentative First Reading and set a Public Hearing & Final Reading on Friday, September 20, 2024.

ORDINANCE NO. 2024-12

BUDGET FISCAL YEAR 2024-2025

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HILLIARD, FLORIDA, A MUNICIPAL CORPORATION ESTIMATING INCOME, APPROPRIATING FUNDS AND ADOPTING A BUDGET FOR THE 2024-2025 FISCAL YEAR FOR THE TOWN OF HILLIARD; PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE BE IT ORDAINED, by the Hilliard Town Council that the following is established as the Budget for the said Town for the fiscal year 2024-2025 (October 1, 2024 through September 30, 2025), and is established as the estimated projected income and the appropriation of funds for said fiscal year.

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

TOWN OF HILLIARD

Kenneth A. Sims
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

First Public Hearing: September 5, 2024
First Reading: September 5, 2024
Publication Date: September 18, 2024
Final Public Hearing: September 20, 2024
Second/Final Reading: September 20, 2024

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE TOWN OF HILLIARD ARE 50% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.

ESTIMATED REVENUES	GENERAL FUND	SPECIAL REVENUE FUND	CAPITAL PROJECT FUND	ENTERPRISE FUND	TOTAL BUDGET
Totals					
Cash Carried Forward	\$175,000	\$100,000	\$695,900	\$0	\$970,900
1 Ad Valorum Taxes 3.2500	\$569,781				\$569,781
2 Sales and Use Taxes	\$117,500	\$202,997			\$320,497
3 Charges for Services	\$348,450			\$1,219,834	\$1,568,284
4 State Shared Revenue	\$533,596		\$569,373		\$1,102,969
5 Licenses & Permits	\$144,100				\$144,100
0 Fees & Penalties	\$2,000			\$286,000	\$288,000
6 Franchise Fees	\$205,000				\$205,000
7 Interest Earned / Other	\$179,049		\$25,000	\$5,800	\$209,849

TOTAL ESTIMATED REVENUE	\$2,274,476	\$302,997	\$1,290,273	\$1,511,634	\$5,379,380
--------------------------------	--------------------	------------------	--------------------	--------------------	--------------------

Totals					
8 Grants / Reimbursements	\$8,835,071			\$3,986,595	\$12,821,666
9 Transfers In	\$1,420,524			\$741,273	\$2,161,797

TOTAL ESTIMATED REVENUES AND FUND TRANSFERS	\$12,530,071	\$302,997	\$1,290,273	\$6,239,502	\$20,362,843
--	---------------------	------------------	--------------------	--------------------	---------------------

ESTIMATED EXPENSES	GENERAL FUND	SPECIAL REVENUE FUND	CAPITAL PROJECT FUND	ENTERPRISE FUND	TOTAL BUDGET
Totals					
1 General Government	\$1,413,193				\$1,413,193
2 Public Safety	\$194,557				\$194,557
3 Physical Environment				\$5,577,502	\$5,577,502
4 Transportation	\$3,452,428				\$3,452,428
5 Debt Services					\$0
6 Human Services	\$16,000				\$16,000
7 Culture / Recreation	\$6,882,369				\$6,882,369

TOTAL ESTIMATED EXPENSES	\$11,958,547	\$0	\$0	\$5,577,502	\$17,536,049
---------------------------------	---------------------	------------	------------	--------------------	---------------------

Totals					
8 Reserves		\$2,997	\$0	\$662,000	\$664,997
9 Transfers Out	\$571,524	\$300,000	\$1,290,273		\$2,161,797

TOTAL APPROPRIATED EXPENSES, FUND TRANSFERS & RESERVES	\$12,530,071	\$302,997	\$1,290,273	\$6,239,502	\$20,362,843
---	---------------------	------------------	--------------------	--------------------	---------------------

THE TENTATIVE, ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD.

001 - General Fund

Revenues		General	Expenditures		General		
001-01-369901	CASH CARRY FORWARD	\$175,000	001-01-51111	EXECUTIVE SALARIES	\$39,000		1
001-01-311000	AD VALOREM TAXES	\$569,781	1 001-01-51121	FICA TAXES	\$2,984		1
001-01-314100	UTILITY SERVICE TAX - ELECTRIC	\$78,500	2 001-01-51122	RETIREMENT CONTRIBUTIONS	\$20,711		1
001-01-314300	UTILITY SERVICE TAX - WATER	\$27,000	2 001-01-51212	REGULAR SALARIES & WAGE	\$92,810		1
001-01-314800	UTILITY SERVICE TAX - PROPANE	\$12,000	2 001-01-51221	FICA TAXES	\$7,100		1
001-01-315000	COMMUNICATION SERVICE TAX	\$120,655	4 001-01-51222	RETIREMENT CONTRIBUTIONS	\$32,038		1
001-01-316000	BUSINESS TAX RECEIPTS	\$30,000	5 001-01-51223	LIFE & HEALTH INSURANCE	\$20,318		1
001-01-316002	PEN & INT - BUSINESS TAX RECEIPTS	\$1,000	5 001-01-51312	REGULAR SALARIES & WAGE	\$201,656		1
001-01-322000	BUILDING PERMITS	\$70,000	5 001-01-51313	PART TIME SALARIES & WAGES	\$0		1
001-01-323100	FRANCHISE FEES - ELECTRIC	\$205,000	6 001-01-51314	OVERTIME	\$7,000		1
001-01-329000	ZONING REVENUE	\$35,000	5 001-01-51321	FICA TAXES	\$202,192		1
001-01-329001	MOVE-ON PERMIT	\$100	5 001-01-51322	RETIREMENT CONTRIBUTIONS	\$202,610		1
001-01-329002	RADON	\$2,000	5 001-01-51323	LIFE & HEALTH INSURANCE	\$81,274		1
001-01-329003	BUSINESS LICENSE INSPECT	\$500	5 001-01-51324	WORKER'S COMPENSATION	\$5,658		1
001-01-329004	MOBILE HOME INSPECTS	\$500	5 001-01-51331	PROFESSIONAL SERVICES	\$50,000		1
001-01-331500	FEMA REIMBURSEMENT - GENERAL	\$0	8 001-01-51332	ACCOUNTING & AUDITING	\$22,000		1
001-01-334100	GRANT - COMMUNITY PLANNER	\$0	8 001-01-51334	CLEANING CONTRACT	\$5,000		1
001-01-335120	STATE REVENUE SHARING	\$164,658	4 001-01-51340	TRAVEL & EDUCATION	\$15,000		1
001-01-335140	MOBILE HOME LICENSES	\$3,500	4 001-01-51341	COMMUNICATIONS & FREIGHT	\$13,500		1
001-01-335150	ALCOHOLIC BEVERAGE LICENSE	\$500	4 001-01-51343	UTILITY SERVICES	\$16,000		1
001-01-335180	LOCAL HALF CENT SALE TAX	\$244,283	4 001-01-51344	RENTALS & LEASES	\$850		1
001-01-337700	NASSAU COUNTY - GENERAL	\$0	8 001-01-51345	INSURANCE	\$30,000		1
001-01-341300	EDUCATIONAL ADMINISTRATIVE	\$5,000	3 001-01-51346	REPAIRS & MAINTENANCE	\$35,000		1
001-01-341900	ELECTION QUALIFYING FEE	\$0	3 001-01-51348	PROMOTIONAL ACT-PUBLIC NOTICE	\$5,000		1
001-01-341902	FAX	\$100	3 001-01-51349	OTHER CURRENT OBLIGATIONS	\$1,000		1
001-01-341903	COPIES	\$50	3 001-01-51351	OFFICE SUPPLIES	\$0		1
001-01-342500	FIRE INSPECTIONS	\$5,000	5 001-01-51352	OPERATING SUPPLIES	\$33,292		1
001-01-351500	FINES & FORFEITURES - TRAFFIC	\$3,000	7 001-01-51354	BOOKS, SUBSCRIP & PUBLICATIONS	\$28,000		1
001-01-354000	VIOLATION OF LOCAL ORDINANCES	\$2,000	0 001-01-51360	CAPITAL IMPROVEMENTS	\$0		1
001-01-361100	INTEREST INCOME SBA	\$85,000	7 001-01-51361	LAND	\$0		1
001-01-361101	INTEREST INCOME CKG	\$800	7 001-01-51362	BUILDINGS	\$200,000		1
001-01-363290	EDUCATION IMPACT FEES	\$0	7 001-01-51363	INFRASTRUCTURE	\$0		1
001-01-365000	SURPLUS MATERIALS - GENERAL	\$0	7 001-01-51364	MACHINERY & EQUIPMENT	\$0		1
001-01-366000	HILLIARD DONATIONS	\$0	7 001-01-51365	WORK IN PROGRESS (WIP)	\$0		1
001-01-369001	NSF FEES - GENERAL	\$0	7 001-01-51366	DOCUMENTS & MATERIALS	\$0		1
001-01-369900	MISCELLANEOUS REVENUE - GENERAL	\$5,000	7 001-01-51398	BUILDING PERMIT SURCHARGE	\$1,000		1
001-01-381001	INTERFUND TRANS SALES TAX	\$200,000	9 001-01-51399	BANK SERVICE CHARGES	\$200		1
001-01-381002	INTERFUND TRANS SPECIAL REVENUE	\$0	9 001-01-51513	LAND USE & ZONING BOARD	\$42,000		1
001-01-381003	INTERFUND TRANS DEBT SERVICE	\$0	9 001-01-52231	FIRE MARSHALL CONTRACT	\$5,000		2
Total	GENERAL	\$2,045,927	001-01-52431	BUILDING INSPECTOR	\$35,010		2
			001-01-52931	CODE ENFORCEMENT	\$13,200		2
			001-01-52961	CODE ENFORCEMENT CONTINGY	\$2,000		2
			001-01-56481	AID TO GOVERNMENT AGENCY	\$0		6
			001-01-56482	AID TO PRIVATE ORGANIZATION	\$6,000		6
			001-01-57449	SPECIAL EVENTS	\$0		1
			001-01-58102	TRANSFERS TO STREETS	\$238,984		9
			001-01-58103	TRANSFERS TO RECREATION	\$22,000		9
			001-01-58103	TRANSFERS TO RECREATION	\$238,393		9
			001-01-58104	TRANSFERS TO FIRE	\$72,147		9
			001-01-58106	TRANSFERS TO WATER & SEWER	\$0		9
			001-01-58191	TRANSFER TO DEBT SERVICE	\$0		9
			001-01-58192	TRANSFER TO SALES TAX	\$0		9
			Total	GENERAL	\$2,045,927		

Revenues	Streets / Transportation	
001-03-331500	FEMA REIMBURSEMENTS - STREETS	\$0
001-03-335420	GAS TAX - STATE	\$1,000
001-03-337700	NASSAU COUNTY - STREETS	\$0
001-03-349000	CULVERT PERMITS - STREETS	\$30,000
001-03-365000	SURPLUS MATERIALS - STREETS	\$0
001-03-369900	MISCELLANEOUS REVENUE - STREETS	\$18,000
001-03-381000	INTERFUND TRANS GEN FUND	\$238,984
001-03-381001	INTERFUND TRANS SALES TAX	\$105,000
001-03-381002	INTERFUND TRANS SPECIAL REVENUE	\$300,000
Total	STREETS/TRANSPORTATION	\$692,984

Expenditures	Streets / Transportation		
8 001-03-54112	REGULAR SALARIES & WAGES	\$189,509	4
7 001-03-54113	PART TIME SALARIES & WAGES	\$0	4
3 001-03-54114	OVERTIME	\$6,000	4
3 001-03-54121	FICA TAXES	\$14,956	4
7 001-03-54122	RETIREMENT CONTRIBUTIONS	\$26,648	4
7 001-03-54123	LIFE & HEALTH INSURANCE	\$81,274	4
9 001-03-54124	WORKER'S COMPENSATION	\$5,658	4
9 001-03-54131	PROFESSIONAL SERVICES	\$1,000	4
9 001-03-54140	TRAVEL & EDUCATION	\$2,000	4
001-03-54141	COMMUNICATIONS & FREIGHT	\$1,500	4
001-03-54143	UTILITY SERVICES	\$51,500	4
001-03-54144	RENTALS AND LEASES	\$5,000	4
001-03-54145	INSURANCE	\$31,439	4
001-03-54146	REPAIRS & MAINTENANCE	\$50,000	4
001-03-54148	PROMOTIONAL ACT-PUBLIC NOTICE	\$500	4
001-03-54149	OTHER CURRENT OBLIGATIONS	\$1,000	4
001-03-54152	OPERATING SUPPLIES	\$50,000	4
001-03-54153	ROAD MATERIALS & SUPPLIES	\$60,000	4
001-03-54160	CAPITAL IMPROVEMENTS	\$50,000	4
001-03-54162	BUILDING	\$0	4
001-03-54163	INFRASTRUCTURE	\$40,000	4
001-03-54164	MACHINERY & EQUIPMENT	\$15,000	4
001-03-56231	ANIMAL CONTROL	\$0	6
001-03-56252	OPERATING SUPP-MOSQUITO	\$10,000	6
001-03-58191	TRANSFER TO DEBT SERVICE	\$0	9
Total	STREETS/TRANSPORTATION	\$692,984	

Revenues	Parks & Recreation	Expenditures	Parks & Recreation			
001-04-331500	FEMA REIMBURSEMENTS - REC	\$0	8 001-04-56482	AID TO PRIVATE ORGANIZATION	\$8,000	7
001-04-331502	GRANTS DEP FRDAP - RECREATION	\$0	8 001-04-57212	REGULAR SALARIES & WAGES - FT	\$168,000	7
001-04-331503	MISC GRANTS - RECREATION	\$0	8 001-04-57212	REGULAR SALARIES & WAGES - PT	\$80,715	7
001-04-334200	GRANTS FDEM - HURRICANE SHELTER	\$5,890,200	8 001-04-57213	TEMPORARY WAGES	\$45,000	7
001-04-334700	GRANTS DEP FRDAP - RECREATION	\$200,000	8 001-04-57214	OVERTIME	\$500	7
001-04-337000	NASSAU COUNTY - RECREATION	\$20,427	8 001-04-57221	FICA TAXES	\$22,507	7
001-04-347200	PARKS & RECREATION - SPORT	\$0	3 001-04-57222	RETIREMENT CONTRIBUTIONS	\$33,968	7
001-04-347201	P&R - SOCCER	\$10,000	3 001-04-57223	LIFE & HEALTH INSURANCE	\$60,955	7
001-04-347202	P&R - BASKETBALL	\$20,000	3 001-04-57224	WORKER'S COMPENSATION	\$5,658	7
001-04-347203	P&R - FLAG FOOTBALL	\$10,000	3 001-04-57231	PROFESSIONAL SERVICES	\$500	7
001-04-347204	P&R - SOFTBALL	\$1,000	3 001-04-57234	OTHER SERVICES	\$8,000	7
001-04-347205	P&R - GYMNASTICS	\$14,000	3 001-04-57240	TRAVEL & EDUCATION	\$1,000	7
001-04-347206	P&R - MARTIAL ARTS	\$0	3 001-04-57241	COMMUNICATIONS & FREIGHT	\$1,500	7
001-04-347207	P&R - CONCESSIONS	\$2,000	3 001-04-57243	UTILITY SERVICES	\$39,500	7
001-04-347208	P&R - VOLLEYBALL	\$4,000	3 001-04-57244	RENTALS & LEASES	\$2,500	7
001-04-347209	P&R - SWIM TEAM	\$850	3 001-04-57245	INSURANCE	\$31,439	7
001-04-347210	P&R - TENNIS	\$500	3 001-04-57246	REPAIRS & MAINTENANCE	\$18,000	7
001-04-347211	P&R - TRACK	\$500	3 001-04-57248	PROMOTIONAL ACT-PUBLIC NOTICE	\$1,000	7
001-04-347400	SPECIAL EVENTS & DONATIONS	\$12,000	7 001-04-57249	OTHER CURRENT OBLIGATION	\$0	7
001-04-347401	EVENTS - TOWN CLEAN UP	\$1,000	7 001-04-57251	OFFICE SUPPLIES	\$0	7
001-04-347402	EVENTS - CAR SHOW	\$2,500	7 001-04-57252	OPERATING SUPPLIES	\$60,000	7
001-04-347403	EVENTS - FIREWORKS DISPLAY	\$1,000	7 001-04-57254	BOOKS, SUBSCRIP & PUBLICATIONS	\$0	7
001-04-347404	EVENTS - HILLIARD HARVEST FESTIVAL	\$3,000	7 001-04-57260	CAITAL IMPROVEMENTS	\$0	7
001-04-347405	EVENTS - VETERANS DAY	\$1,000	7 001-04-57261	LAND	\$0	7
001-04-347406	EVENTS - PARADE OF TREES	\$2,500	7 001-04-57262	BUILDINGS	\$5,965,200	7
001-04-347407	EVENTS - CHRISTMAS MARKET & TREE	\$2,000	7 001-04-57263	INFRASTRUCTURE	\$248,427	7
001-04-347408	EVENTS - GOLF CART PARADES	\$1,000	7 001-04-57264	MACHINERY & EQUIPMENT	\$30,000	7
001-04-347409	EVENTS - MISC EVENTS & DONATIONS	\$5,000	7 001-04-57265	WORK IN PROGRESS (WIP)	\$0	7
001-04-347410	PARKS & RECREATION - EVENT	\$0	3 001-04-57299	BANK SERVICE CHARGE	\$5,000	7
001-04-347411	P&R - KIDZ SQUAD	\$55,000	3 001-04-57449	SPECIAL EVENTS	\$45,000	7
001-04-347412	P&R - SUMMER CAMP	\$40,000	3 Total	PARKS & RECREATION	\$6,882,369	7
001-04-347413	P&R - SWIM LESSONS	\$7,500	3			
001-04-347414	P&R - BASKETBALL CAMP	\$2,500	3			
001-04-347415	P&R - FOOTBALL CAMP	\$1,000	3			
001-04-347416	P&R - VOLLEYBALL CAMP	\$1,000	3			
001-04-347500	PARKS & RECREATION - MEMBERS	\$0	3			
001-04-347501	P&R - MONTHLY CHILD WATCH	\$250	3			
001-04-347502	P&R - DRAFT MEMBERS	\$98,000	3			
001-04-347503	P&R - SEMI MEMBERS	\$6,000	3			
001-04-347504	P&R - ANNUAL MEMBERS	\$2,000	3			
001-04-347505	P&R - DAILY MEMBERS	\$1,500	3			
001-04-347506	P&R - HEALTHWAY FITNESS PRIME	\$1,000	3			
001-04-347507	P&R - HEALTHWAY SILVER SNEAKERS	\$3,000	3			
001-04-347508	P&R - POOL MEMBERS	\$12,000	3			
001-04-347550	P&R - OPTUM MEMBERS	\$3,000	3			
001-04-347551	P&R - ALL INCLUSIVE MEMBERS	\$2,000	3			
001-04-347509	P&R - GROUP MEMBERS	\$500	3			
001-04-347510	PARKS & RECREATION - RENTAL	\$0	3			
001-04-347511	P&R - POOL & SPLASH RENTAL	\$7,000	3			
001-04-347512	P&R - SPLASH PAD RENTAL	\$500	3			
001-04-347513	P&R - LIFEGUARD(S) RENTAL	\$0	3			
001-04-347514	P&R - GYM RENTAL	\$500	3			
001-04-347515	P&R - BALL PARK RENTAL	\$300	3			
001-04-347516	P&R - BUCK LG PAVILION RENTAL	\$400	3			
001-04-347517	P&R - BUCK SM PAVILION RENTAL	\$250	3			
001-04-347518	P&R - OXFORD PICNIC AREA	\$250	3			
001-04-347900	P&R - CREDIT CARD FEE	\$5,000	3			
001-04-362002	LEASE - NEXTEL TOWER	\$16,049	7			
001-04-365000	SURPLUS MATERIALS - RECREATION	\$0	7			
001-04-369900	MISCELLANEOUS REVENUE - REC	\$18,000	7			
001-04-381000	INTERFUND TRANS GEN FUND	\$22,000	9			
001-04-381000	INTERFUND TRANS GEN FUND	\$238,393	9			
001-04-381001	INTERFUND TRANS SALES TAX	\$133,000	9			
Total	PARKS & RECREATION	\$6,882,369				

Revenues	Fire	
001-05-331500	FEMA REIMBURSEMENTS - FIRE	\$0
001-05-334200	GRANTS FORESTRY 50/50 - FIRE	\$0
001-05-337700	NASSAU COUNTY - FIRE	\$0
001-05-342200	FIRE PROTECTION SERVICES - NC	\$0
001-05-365000	SURPLUS MATERIALS - FIRE	\$0
001-05-369900	HVFD DONATIONS	\$1,200
001-05-369900	MISCELLANEOUS REVENUE - FIRE	\$0
001-05-381000	INTERFUND TRANS GEN FUND	\$72,147
001-05-381001	INTERFUND TRANS SALES TAX	\$66,000
Total	FIRE	\$139,347

Expenditures	Fire		
8 001-05-52224	WORKER'S COMPENSATION	\$5,658	2
8 001-05-52240	REIMBURSEMENT EXPENSE	\$4,250	2
8 001-05-52241	COMMUNICATIONS & FREIGHT	\$2,500	2
3 001-05-52243	UTILITY SERVICE	\$2,500	2
7 001-05-52244	RENTALS & LEASES	\$0	2
7 001-05-52245	INSURANCE	\$31,439	2
7 001-05-52246	REPAIRS & MAINTENANCE	\$9,000	2
9 001-05-52251	OFFICE SUPPLIES	\$0	2
9 001-05-52252	OPERATING SUPPLIES	\$15,000	2
001-05-52254	BOOKS, SUBSCRIP & PUBLICATIONS	\$3,000	2
001-05-52260	CAPITAL IMPROVEMENTS	\$20,000	2
001-05-52264	MACHINERY & EQUIPMENT	\$46,000	2
Total	FIRE	\$139,347	2

Revenues	Airpark / Transportation	
001-08-331410	GRANTS FAA - AIRPARK	\$1,048,000
001-08-331500	FEMA REIMBURSEMENT - AIRPARK	\$0
001-08-334410	GRANTS DOT - AIRPARK	\$1,676,444
001-08-337700	NASSAU COUNTY - AIRPARK	\$0
001-08-344100	HILLIARD AVIATION - AIRPARK	\$0
001-08-365000	SURPLUS MATERIALS - AIRPARK	\$0
001-08-369900	MISCELLANEOUS REVENUE - AIRPARK	\$0
001-08-381000	INTERFUND TRANS GEN FUND	\$0
001-08-381001	INTERFUND TRANS SALES TAX	\$45,000
Total	AIRPARK/TRANSPORTATION	\$2,769,444

Expenditures	Airpark / Transportation		
8 001-08-54241	COMMUNICATIONS & FREIGHT	\$0	4
8 001-08-54248	PROMOTIONAL ACTIVITIES	\$0	4
8 001-08-54252	OPERATING SUPPLIES	\$0	4
8 001-08-54261	LAND	\$1,903,444	4
3 001-08-54262	BUILDINGS	\$391,000	4
7 001-08-54263	INFRASTRUCTURE	\$475,000	4
7 001-08-54264	MACHINERY & EQUIPMENT	\$0	4
9 001-08-54265	WORK IN PROGRESS (WIP)	\$0	4
9 001-08-54266	DOCUMENTS & MATERIALS	\$0	4
001-08-58105	TRANSFER TO AIRPARK	\$0	9
001-08-58192	TRANSFER TO SALES TAX	\$0	9
Total	AIRPARK/TRANSPORTATION	\$2,769,444	

TOTAL REVENUES	\$12,530,071	TOTAL EXPENDITURES	\$12,530,071
-----------------------	---------------------	---------------------------	---------------------

101 - Special Revenue			
Revenues	Excise Tax		
101-00-369001	CASH CARRY FORWARD	\$100,000	
101-07-312410	LOCAL OPTION GAS TAX - NEW 5 CENTS	\$79,588	
101-07-312410	LOCAL OPTION GAS TAX	\$123,409	
Total	EXCISE TAX	\$302,997	

Expenditures	Excise Tax		
4 101-07-58130	INTERFUND TRANSFER TO STR	\$300,000	9
4 101-07-59099	RESERVE	\$2,997	8
Total	EXCISE TAX	\$302,997	

TOTAL REVENUES	\$302,997	TOTAL EXPENDITURES	\$302,997
-----------------------	------------------	---------------------------	------------------

120 - Capital Improvement Plan			
Revenues	General		
120-00-369001	CASH CARRY FORWARD	\$695,900	
120-00-312600	DISCRETIONARY SALES TAX	\$569,373	
120-00-361100	INTEREST INCOME SBA	\$25,000	
120-00-381000	TRANSFER FROM GENERAL	\$0	
Total	GENERAL	\$1,290,273	

Expenditures	General		
120-00-51399	BANK SERVICE CHARGES	\$0	
4 120-00-58101	TRANSFER TO GEN GOV'T	\$200,000	9
7 120-00-58103	TRANSFER TO STREETS	\$105,000	9
9 120-00-58104	TRANSFER TO RECREATION	\$133,000	9
120-00-58105	TRANSFER TO FIRE	\$66,000	9
120-00-58106	TRANSFER TO WATER & SEWER	\$741,273	9
120-00-58108	TRANSFER TO AIRPARK	\$45,000	9
120-00-59099	RESERVE	\$0	8
Total	GENERAL	\$1,290,273	

TOTAL REVENUES	\$1,290,273	TOTAL EXPENDITURES	\$1,290,273
-----------------------	--------------------	---------------------------	--------------------



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: September 5, 2024

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

SUBJECT: Town Council to approve Engineering Service Agreement with Mittauer & Associates, Inc. for the Florida Commerce Rural Infrastructure Funds for the construction of an 8” Parallel Water Main Extension to FAA Center in the amount of \$199,680.

BACKGROUND:

See attached Agreement.

FINANCIAL IMPACT:

100% American Recovery Funds ARF \$199,680. Engineering Services.
100% Florida Commerce RIF Grant Funding for the Construction.

RECOMMENDATION:

Town Council to approve Engineering Service Agreement with Mittauer & Associates, Inc. for the Florida Commerce Rural Infrastructure Funds for the construction of an 8” Parallel Water Main Extension to FAA Center in the amount of \$199,680.



MITTAUER
& ASSOCIATES, INC.
 CONSULTING ENGINEERS &
 PROJECT FUNDING SPECIALISTS

35 Years
 1989-2024
 ENGINEERING
 EXCELLENCE

580-1 WELLS ROAD
 ORANGE PARK, FL 32073
 PHONE: (904) 278-0030
 FAX: (904) 278-0840
 WWW.MITTAUER.COM

August 30, 2024

The Honorable John Beasley, Mayor
 Town of Hilliard
 15859 West County Road 108
 Hilliard, FL 32046

RE: Engineering Services Agreement
 8-inch Parallel Water Main Extension to FAA Facility
 Town of Hilliard, Florida
 Mittauer & Associates Project No. 9610-60-1

Dear Mayor Beasley:

We are pleased to present the following proposal for Engineering Services related to the design, permitting, and construction of an 8" water main extension. This main will extend approximately 4,300 feet from the Town's water treatment plant (WTP) along West County Road 108, connecting to the existing 8" water main constructed for Whisper Ridge at Kings Ferry Road. This extension is intended to serve the Federal Aviation Administration (FAA) Jacksonville Air Route Traffic Control Center (Jacksonville ARTCC) located at 37075 Aviation Lane in Hilliard, Florida. Mittauer & Associates, Inc., hereinafter referred to as the Engineer, proposes to provide services as described in the Scope of Services to the Town of Hilliard, Florida, hereinafter referred to as the Client, for the fees stipulated hereafter.

SCOPE OF SERVICES

The Engineer shall provide the following engineering design and administration services in order to prepare construction drawings and specifications for the parallel 8" water main extension along West County Road 108. More specifically, this work shall include the following:

ITEM A - ENGINEERING DESIGN

1. The Engineer shall prepare drawings and specifications for the extension of the parallel 8" water main along West County Road 108, from the WTP and connecting to the existing 8" water main on Kings Ferry Road, to serve the Jacksonville ARTCC. Design shall meet FDEP, FDOT, and Nassau County Requirements.

Town of Hilliard, Florida
Engineering Services Agreement
August 30, 2024
Page 2

ITEM B - TOPOGRAPHIC SURVEY

The Engineer shall obtain on-site, above-ground field topographic survey information at the immediate area of improvements as necessary for the preparation of construction drawings and preparation of the permit applications. As it relates to subsurface utilities, the Engineer shall perform a Quality Level C Investigation, in accordance with ASCE 38-22, Standard Guideline for investigating and documenting existing utilities.

ITEM C - PERMIT APPLICATIONS

1. The Engineer shall prepare a Florida Department of Environmental Protection Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs for the construction of the proposed water main extension.
2. The Engineer shall prepare a Florida Department of Transportation Utility Permit Application for the proposed water main extension and connection within FDOT right-of-way.
3. The Engineer shall prepare a Nassau County Right-of-Way Permit Application for Utilities for the proposed water main extension within County right-of-way.

ITEM D - CONSTRUCTION BIDDING SERVICES

The Engineer shall assist the Client in advertising the project for construction bids, based upon award to a single contractor, by preparing an advertisement for bids; selling bid documents to prospective bidders; maintaining a record of prospective bidders to whom Bidding Documents have been issued; issuing addenda as appropriate to clarify, correct, or change the bid documents; and preparing a tabulation of bids.

ITEM E - CONSTRUCTION ADMINISTRATION

The Engineer shall provide standard Engineering Construction Administration Services, including the preparation of construction contract documents; attending a preconstruction conference; reviewing the Contractor's material shop drawings; making periodic visits to the site to observe the progress of the various aspects of the Contractor's work; reviewing and approval of the Contractor's applications for payment; processing change orders, if required; reviewing the Contractor's completion documents and record drawings; and performing a final inspection of the work.

Town of Hilliard, Florida
Engineering Services Agreement
August 30, 2024
Page 3

ITEM F - RESIDENT PROJECT REPRESENTATIVE SERVICES

The Engineer shall provide the services of a part-time Resident Project Representative (RPR) at the site up to provide part-time observation up to 320 hours of the Contractor's work during critical/important times during construction.

ITEM G - RECORD DRAWINGS

The Engineer shall provide the Record Drawings for the project based on the Contractor's as-built information.

CONDITIONS AND EXCLUSIONS

The Client shall provide copies of all available Client records as may be required for the Engineer to complete these services. The Client shall provide all regulatory agency permit application fees and related items required by the agencies which may include soil borings, percolation tests, groundwater testing, soil sampling, and/or other geotechnical information. Should land acquisition or easements be required for this project, the Client shall provide services that may be required such as property appraisals, legal surveys, easements, title searches, zoning changes, attorney fees, and recording fees.

The Engineer's scope of services does not include advertising cost, the preparation of landscape plans, traffic studies, retaining wall design, structural design of possible site signage, off-site design (except as noted), fire pump design, fire flow testing, zoning related tasks, wetlands surveys, wetlands permitting and/or wetland mitigation, flood plain permitting and/or flood plain mitigation, tree surveys, boundary or easement surveys, subdivision platting, LEED Consultation/Design or value engineering.

PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

[Remainder of Page Intentionally Left Blank]

Town of Hilliard, Florida
Engineering Services Agreement
August 30, 2024
Page 4

SCHEDULE OF FEES

For Item A - Engineering Design, the Engineer shall be paid a lump sum fee of \$84,840.

For Item B - Topographic Survey, the Engineer shall be paid a lump sum fee of \$17,200.

For Item C - Permit Applications, the Engineer shall be paid a lump sum fee of \$12,000.

For Item D - Construction Bidding Services, the Engineer shall be paid a lump sum fee of \$4,000.

For Item E - Construction Administration, the Engineer shall be paid a lump sum fee of \$36,360.

For Item F - Resident Project Representative Services, the Engineer shall be paid a lump sum fee of \$39,680.

For Item G - Record Drawings, the Engineer shall be paid a lump sum fee of \$5,600.

TOTAL ENGINEERING FEE = \$199,680.00

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer to stop work on the Client’s projects. The fees listed above do not include state sales tax, federal sales tax, or value added tax (VAT), should they be required by law.

ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of the proposal returned to the Engineer shall serve as Notice to Proceed. Should this proposal not be accepted within a period of thirty (30) days, it shall become null and void.

Sincerely,
Mittauer & Associates, Inc.


Joseph A. Mittauer, P.E.
President

JAM/TPN/JAP/pj

Accepted by
Town of Hilliard, Florida

By: _____
The Honorable John Beasley, Mayor

Date: _____

Lisa Purvis

From: Lisa Purvis
Sent: Thursday, August 8, 2024 10:44 AM
To: John Petrohovich
Subject: RE: FY24/25 FloridaCommerce RIF Grant Application – Your Input Needed | FAA Water Main | Town of Hilliard 9610-23-1

John,

With the Recovery Funds the Town received that we will be using to pay the 50% Planning & 50% Design for the State Revolving Funds for the Sewer Rehabilitation based on the estimates provided we will have funds to cover the Engineering portion that is estimated at \$200K. I will add this to the August 15, 2024, agenda for approval so you can get started with the 100% Project Infrastructure costs application.

Lisa Purvis, MMC

Town Clerk
 Town of Hilliard
 PO Box 249
 15859 West CR 108
 Hilliard, FL 32046
 904.845.3555 Phone
 904.845.1221 Fax
www.townofhilliard.com



From: John Petrohovich <john.petrohovich@mittauer.com>
Sent: Thursday, August 8, 2024 10:28 AM
To: Lisa Purvis <lpurvis@townofhilliard.com>
Cc: Timothy Norman <TNorman@mittauer.com>
Subject: FY24/25 FloridaCommerce RIF Grant Application – Your Input Needed | FAA Water Main | Town of Hilliard 9610-23-1

Lisa,

The FloridaCommerce Rural Infrastructure Fund (RIF) grant application cycle is now open until September 16, 2024.

As discussed in this thread, the RIF Bureau Chief has indicated that this project is an eligible fit to compete for funding within the program.

We have two potential routes for the application:

1. **Project Planning and Preparation Grant** – Up to \$300K is available per project for planning, design, permitting. This portion of the project is currently estimated at \$200K. If the Town can cover the engineering costs with its own funds, we could focus on seeking funding for the construction portion in this cycle.
2. **Total Project Participation Grant** – This grant covers up to 100% of the project's infrastructure costs, currently estimated at approximately \$1M.

Ultimately, the grant we choose to target will depend on whether the Town can pay for the engineering with Town funds.

Let me know your thoughts when you get a chance, and feel free to reach out if you have any questions.

Thanks, Lisa,

JOHN A. PETROHOVICH, II
PROJECT & FUNDING SPECIALIST
MITTAUER & ASSOCIATES, INC.
580-1 Wells Road
Orange Park, FL 32073
Office: (904) 278-0030
Direct: (904) 644-0647
Cell: (904) 673-2601
Email: john.petrohovich@mittauer.com



From: John Petrohovich
Sent: Friday, April 26, 2024 8:48 AM
To: Lisa Purvis <lpurvis@townofhilliard.com>
Cc: Timothy Norman <TNorman@mittauer.com>
Subject: RE: RIF Project Suitability | Town of Hilliard 9610-23-1

Lisa,

Understood. We'll reconvene with you once we see if the \$1.9M appropriation is awarded to firm up the direction the Town wants to take. And we'll be sure to be on the lookout for when the next RIF cycle opens to explore utilizing one of the two grants discussed below – either for planning & design, or for construction funds.

JOHN A. PETROHOVICH, II
PROJECT & FUNDING SPECIALIST
MITTAUER & ASSOCIATES, INC.
580-1 Wells Road
Orange Park, FL 32073
Office: (904) 278-0030
Direct: (904) 644-0647
Cell: (904) 673-2601
Email: john.petrohovich@mittauer.com



From: Lisa Purvis <lpurvis@townofhilliard.com>
Sent: Thursday, April 25, 2024 1:18 PM
To: John Petrohovich <john.petrohovich@mittauer.com>
Cc: Timothy Norman <TNorman@mittauer.com>
Subject: RE: RIF Project Suitability | Town of Hilliard 9610-23-1

John,

From our last meeting I feel that not all of our Council are willing to switch projects if the \$1.9K is funded, from the phases that we originally submitted for the water main extensions, especially the one along US1, with Nassau

County putting in matching funds and having their lobbyist lobbying for appropriations approval. With that said, we would like to prepare to submit applications for the August 2024 cycle for the 8” FAA Facility WM project.

Sincerely,

Lisa Purvis, MMC
Town Clerk
Town of Hilliard
PO Box 249
15859 West CR 108
Hilliard, FL 32046
904.845.3555 Phone
904.845.1221 Fax
www.townofhilliard.com



From: John Petrohovich <john.petrohovich@mittauer.com>
Sent: Monday, April 8, 2024 10:21 AM
To: Lisa Purvis <lpurvis@townofhilliard.com>
Cc: Timothy Norman <TNorman@mittauer.com>
Subject: RE: RIF Project Suitability | Town of Hilliard 9610-23-1

Good morning, Lisa,

I reached out to and spoke with Ms. Pam Portwood, Bureau Chief of the Rural Infrastructure Fund (RIF), a FloridaCommerce grant program, regarding the suitability of the FAA Facility 8” Water Main project. Ms. Portwood acknowledged the project as an eligible submittal for the RIF program. The RIF program’s main objective is to finance infrastructure projects that encourage job creation/retention and capital investment in rural communities; accordingly, I would be sure to expound on the economic correlation between the FAA and the Town of Hilliard and the project’s impact on both in the application.

If the “Hilliard Rural Water Supply Expansion” Legislative Appropriation for \$1,950,000 is not awarded, the RIF program could be a viable option to seek grant funding for this project. It is expected the program will have about \$25-\$30M available, and the FY 2024-2025 application cycle would likely open in the August – September 2024 timeframe.

There are three grant types within the program, but the two that we have used are the **Total Project Participation Grants** and the **Project Planning and Preparation Grants**.

- **Total Project Participation Grants** may be awarded for up to 75% (100% for REDI communities) of total infrastructure project costs (i.e., construction funding).
- **Project Planning and Preparation Grants** may be awarded up to \$300,000 for infrastructure feasibility studies, engineering design, or other planning activities.

The main thing to consider is that applications can be submitted for one grant-type only. Meaning, if we applied for the **Project Planning and Preparation Grant** to design the project and received funding, we would need to wait until the following application cycle in the next fiscal year to apply for the **Total Project Participation Grant** to seek construction funding. However, if design funding (currently estimated at around \$200,000) could be attained through Town funds or another avenue, then we could seek construction funding in the next application cycle when it opens.

Thank you, Lisa – please feel free to give me a call to talk through any of this information, and we can revisit this option in further detail once we know the final status of the pending Legislative Appropriation.

JOHN A. PETROHOVICH, II
 PROJECT & FUNDING SPECIALIST
 MITTAUER & ASSOCIATES, INC.
 580-1 Wells Road
 Orange Park, FL 32073
 Office: (904) 278-0030
 Direct: (904) 644-0647
 Cell: (904) 673-2601
 Email: john.petrohovich@mittauer.com



From: John Petrohovich
Sent: Friday, March 29, 2024 10:23 AM
To: Pam.Portwood@commerce.fl.gov
Subject: RIF Project Suitability | Town of Hilliard 9610-23-1

Good morning, Ms. Portwood,

I hope you're doing well. I'm writing to discuss a critical project we're seeking funding for and would greatly appreciate your thoughts on its suitability for the next Rural Infrastructure Fund cycle.

The Town of Hilliard provides domestic water to the Federal Aviation Administration (FAA) facility in Hilliard, FL, which employs over 400 personnel, along with numerous contract employees, and controls a significant portion of air traffic in the southeastern United States. The FAA's current infrastructure includes a backup on-site well capable of providing water and fire protection to the facility in case of emergencies. However, recent developments in the area, particularly the construction of the Whisper Ridge subdivision, have highlighted potential vulnerabilities in the water supply system. During fire flow testing for Whisper Ridge, low pressure was reported at the FAA facility which resulted in low pressure alarms and a switch over to their back-up on-site water system. The main concern is the lack of redundancy in the event of water loss by the Town, which could result in the shutdown of the FAA facility.

The proposed improvements entail the construction of a parallel 8" water main from the Town's water treatment plant (WTP) along CR 108 to tie into the existing 8" PVC water main serving the Whisper Ridge subdivision. Hydraulic modeling indicates that these enhancements would significantly improve water pressure, ensuring adequate supply during peak demand and emergency scenarios.

This project is crucial for maintaining the uninterrupted operation of the FAA facility and addressing potential associated with water supply disruptions.

As always, thank you for your time, consideration, and guidance, Ms. Portwood. Please let me know if you need any additional information or clarification.

Kind regards,

JOHN A. PETROHOVICH, II
PROJECT & FUNDING SPECIALIST
MITTAUER & ASSOCIATES, INC.
580-1 Wells Road
Orange Park, FL 32073
Office: (904) 278-0030
Direct: (904) 644-0647
Cell: (904) 673-2601
Email: john.petrohovich@mittauer.com



"Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing." This email and any files transmitted with it may contain privileged or confidential information and may be read or used only by the intended recipient. If you are not the intended recipient of the email or any of its attachments, please be advised that you have received this email in error and that any use, dissemination, distribution, forwarding, printing or copying of this email or any attached files is strictly prohibited. If you have received this email in error, please immediately purge it and all attachments and notify the sender by reply mail. "This institution is an equal opportunity provider and employer" If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_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."



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: September 5, 2024

FROM: *Lisa Purvis, MMC – Town Clerk*

SUBJECT: Town Council pre-approval of a FAA FY 2024 Airport Improvement Program (AIP) Grant Offer No. 03-12-0099-017-2024, project description Land Acquisition Runway 18 (North) Approach (Phase 1) of the Hilliard Airpark.

BACKGROUND:

The Town of Hilliard submitted a grant application on June 7, 2024, and the FAA will be releasing funds prior to the next Town Council Meeting on September 19, 2024. Therefore, they have requested that the Town pre-approve the grant offer of \$600,000 which represents four years of entitlement funds for Land Acquisition Runway 18 Approach (Phase 1). This grant will refund the Town a portion of the land acquisition funds that have already been paid out for the purchase of two of the three subject parcels of property.

FINANCIAL IMPACT:

90% FAA Grant Funded.
10% FDOT Grant Funded.

Shortfall Hilliard Aviation, Inc.

RECOMMENDATION:

Town Council pre-approval of a FAA FY 2024 Airport Improvement Program (AIP) Grant Offer No. 03-12-0099-017-2024, project description Land Acquisition Runway 18 (North) Approach (Phase 1) of the Hilliard Airpark.

TOWN OF HILLIARD

A Florida Municipality

June 7, 2024

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

Dear Ms. Maul:

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

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

1. Land Acquisition North of the Airpark

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

- ✓ AIP Grant Application Checklist
- ✓ Application for Federal Assistance SF-424
- ✓ FAA Form 5100-100 Application for Federal Assistance (Development and Equipment Projects) – Project Approval Information, Budget Information, Program Narrative
- ✓ Project Specific Checklist
- ✓ Project Cost Breakdown
- ✓ Project Sketch
- ✓ Individual Project Schedule
- ✓ Environmental Assessment
- ✓ Exhibit "A" – Airport Property Map
 - Exhibit "A" dated August 2016 is incorporated herein by reference.
- ✓ Certificate of Title
- ✓ Exhibit "C" – Title Opinion

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

- ✓ Residential Contract for Sale and Purchase
- ✓ AIP 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

AIP GRANT APPLICATION CHECKLIST

AIP Grant Application Checklist

AIRPORT NAME: Hilliard Airpark – 01J **DATE:** 06/07/2024

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
ITEMS REQUIRED TO COMPLETE APPLICATION REVIEW:					
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

APPLICATION FOR FEDERAL ASSISTANCE SF-424

Application for Federal Assistance SF-424	
*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: 06/07/2024	4. Applicant Identifier:
5a. Federal Entity Identifier:	*5b. Federal Award Identifier:
State Use Only:	
6. Date Received by State:	7. State Application Identifier:
8. APPLICANT INFORMATION:	
*a. Legal Name: Town of Hilliard	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6018372	*c. UEI: 9629515470000
d. Address:	
*Street 1:	15859 West County Road 108
Street 2:	
*City:	Hilliard
County/Parish:	Nassau
*State: Province:	FL
*Country:	USA
*Zip / Postal Code	USA: United States 32046-6712
e. Organizational Unit:	
Department Name: Aviation	Division Name: Airports
f. Name and contact information of person to be contacted on matters involving this application:	
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, United States

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

Land Acquisition North of the Airpark

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: 06/07/2024

*b. End Date: 12/31/2026

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: 6/6/24

**FAA FORM 5100-100 APPLICATION FOR FEDERAL ASSISTANCE
(DEVELOPMENT AND EQUIPMENT PROJECTS)**



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

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. 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
Item 3. 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
Item 4. 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. 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
Item 6. 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.

¹ 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

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

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
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			
14. Subtotal (Lines 1 through 13)			\$ 666,667
15. Estimated Income (if applicable)			0
16. Net Project Amount (Line 14 minus 15)			666,667
17. Less: Ineligible Exclusions (Section C, line 23 g.)			0
18. Subtotal (Lines 16 through 17)			\$ 666,667
19. Federal Share requested of Line 18			600,000
20. Grantee share			0
21. Other shares			66,667
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 666,667

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

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

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Land Acquisition North of the Airpark
AIRPORT: Hilliard Airpark - 01J
1. Objective: This project includes acquiring 30.64 acres within Parcel 14 as depicted on Figure 5-3 of the August 2016 Master Plan Update.
2. Benefits Anticipated: 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.
3. Approach: (See approved Scope of Work in Final Application) The proposed project will be follow all applicable FAA standards.
4. Geographic Location: Hilliard, Florida
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (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 Airpark (Hilliard, FL)

Items a. thru pp. must be answered for each individual project: (Ref. Order 5100-38D, Chapter 3, Table 3-1)		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 consultation requirements?	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 12).	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		
If discretionary funding is being requested for this project answer the following:				
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		
If funding requested for this project is for an LOI, provide the following:				
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:

6/7/2024

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	\$ -
TOTAL	\$ 666,667
Federal Share (90%)	\$ 600,000
State Share (10%)	\$ 66,667
Sponsor Share	\$ -

PROJECT COST INFORMATION

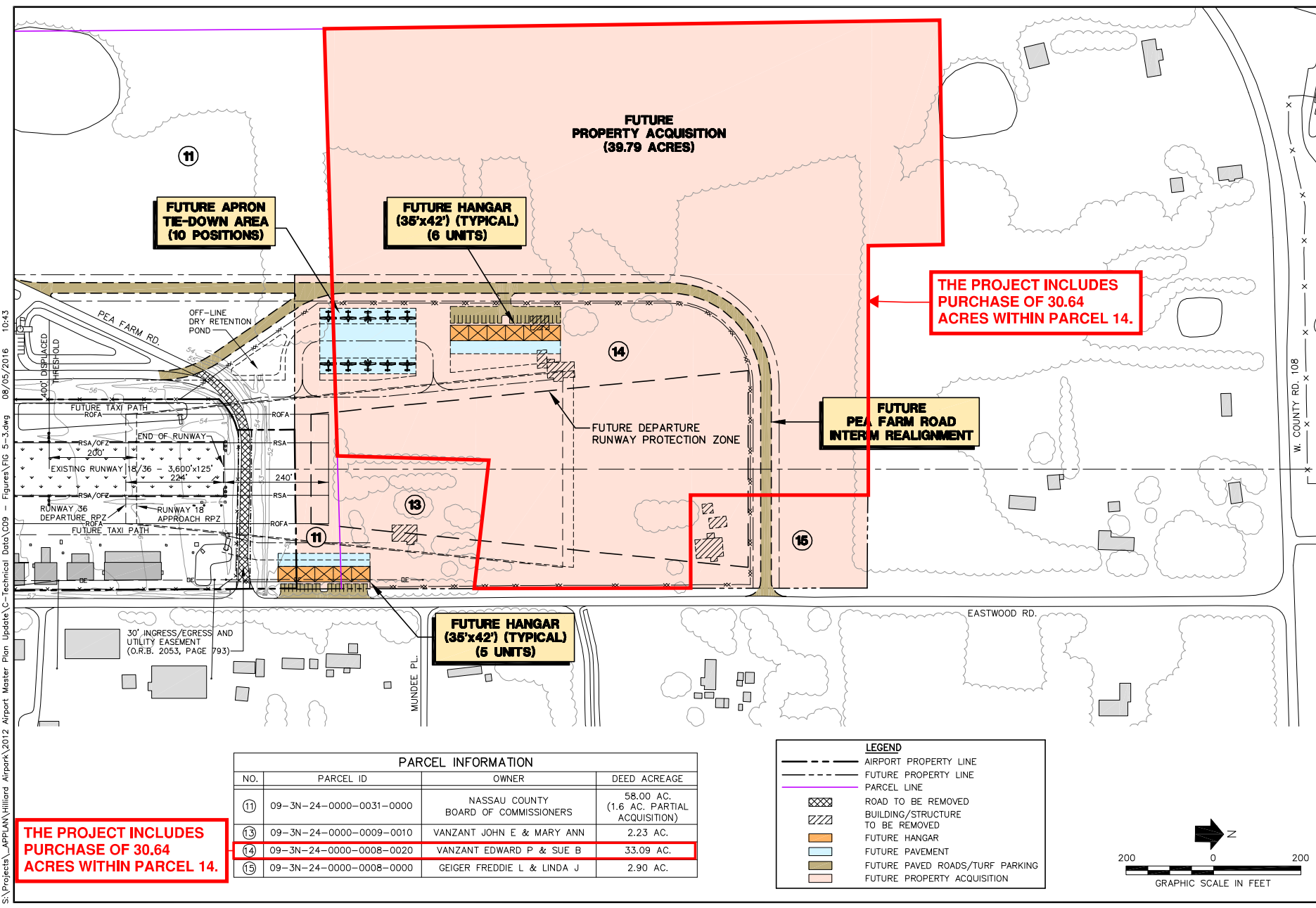
TOTAL COST (AIP Eligible)	FAA AIP SHARE	STATE SHARE	SPONSOR SHARE
\$ 666,667	\$ 600,000	\$ 66,667	\$ -

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	\$ -
TOTAL	\$ 600,000	\$ 600,000	\$ -

PROJECT SKETCH



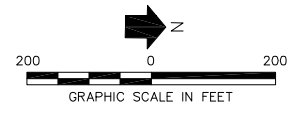
S:\Projects\APP\Hilliar Airport\2012 Airport Master Plan Update\C-Technical Data\09 - Figures\FIG 5-3.dwg 08/05/2016 10:43

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



INDIVIDUAL PROJECT SCHEDULE

HILLIARD AIRPARK – 01J**Land Acquisition North of the Airpark****PROPOSED PROJECT SCHEDULE**

<u>Proposed Project Schedule:</u>	<u>Dates:</u>
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 threshold¹ 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

¹ 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 RPZs² 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

² "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

**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.

Parcel Number (Per Exhibit A)	Quality of Interest (Fee, Easement*, etc.,)
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.

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

Neil P. Brasley Mayor
Signature and Title of Sponsor Official Authorized to Sign Grant

Agreement

6/6/2024
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

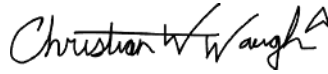
A PORTION OF THE EASTERLY 400 FEET OF THE EAST ONE-HALF (E 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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.



Attorney

June 16, 2021

Date

RESIDENTIAL CONTRACT FOR SALE AND PURCHASE

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

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

- 21
22 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.
23 (e) The following items are excluded from the purchase: _____
24 See Section 20
25

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

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

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

167 **(CHECK ONE):**

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

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

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

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

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

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

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

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

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

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

203 **DISCLOSURES**

204 **10. DISCLOSURES:**

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

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

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

218 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood
219 zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to
220 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.

621 ATTENTION: SELLER AND BUYER

622 CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes,
623 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by
624 certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the
625 Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of
626 Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. It is a crime to buy or knowingly
627 sell property in violation of the Act.

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

Town of Hilliard, Florida, a municipal corporation

631 Buyer: *Lisa Purvis Toan Clerk* Date: *2/5/2024*

632 Buyer: _____ Date: _____

Edward P. Vanzant and Sue B. Vanzant, a married couple

633 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. S.B.V.

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.

AIP 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.



Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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 7 day of June, 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.



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.



Drug-Free Workplace Airport Improvement Program Sponsor Certification

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:

- a. Abide by the terms of the statement; and
- b. 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:

- a. 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
- b. 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 - 01J

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 7 day of June, 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.



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.



Real Property Acquisition

Airport Improvement Program Sponsor Certification

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:
- a. The right of flight;
 - b. The right of ingress and egress to remove obstructions; and
 - c. 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:
- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
 - b. 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:
- a. No coercive action to induce agreement; and
 - b. 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:

- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
- b. 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 7 day of June, 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.



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.



Selection of Consultants

Airport Improvement Program Sponsor Certification

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 contact 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 7 day of June, 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.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: September 5, 2024

FROM: *Lisa Purvis, MMC – Town Clerk*

SUBJECT: Town Council approval to adopt Resolution No. 2024-14, accepting a Florida Department of Transportation offer of a Public Transportation Grant Agreement and authorizing and directing the Hilliard Town Council to accept such agreement, for the Design & Construction of Turf Runway Improvements at the Hilliard Airpark.

BACKGROUND:

See attached.

FINANCIAL IMPACT:

\$500,000 – 100% FDOT Grant Funded

RECOMMENDATION:

Town Council approval to adopt Resolution No. 2024-14, accepting a Florida Department of Transportation offer of a Public Transportation Grant Agreement and authorizing and directing the Hilliard Town Council to accept such agreement, for the Design & Construction of Turf Runway Improvements at the Hilliard Airpark.

RESOLUTION NO. 2024-14

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

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

**DESIGN & CONSTRUCTION OF TURF RUNWAY
IMPROVEMENTS AT HILLIARD AIRPARK**

FDOT F.P. NUMBER 444412-2-94-25

WHEREAS, the State of Florida Department of Transportation and the Town of Hilliard have agreed to joint funding for the project; and the FDOT portion of which shall be at One Hundred Percent (100%) under the Rural Economic Development Initiative (REDI) or \$500,000.00 related to eligible project costs; and

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

NOW THEREFORE, be it resolved, as follows:

1. The Town of Hilliard confirms its desire to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation; and
2. Local project funds will initially be available for the project equating to One Hundred Percent (100%) under the Rural Economic Development initiative (REDI) or \$500,000.00 in facilitating the project; and
3. The Council President Kenneth A. Sims, Town Clerk Lisa Purvis, and Mayor John P. Beasley, are hereby authorized to execute this Resolution on behalf of the Town of Hilliard; and
4. The Council President, Town Clerk and Mayor, of the Town of Hilliard, Kenneth A. Sims, Lisa Purvis and John P. Beasley, are herein specifically authorized to enter and sign such documents as may be necessary, including the referenced Public Transportation Grant Agreement, future modifications, time extensions, and project scope changes with the State of Florida Department of Transportation.

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

Kenneth A. Sims
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 444412-2-94-25	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 215	FLAIR Category: 088719
	Federal Award Date:		Object Code: 751000
Contract Number:	Agency SAM/UEI Number:		Org. Code: 55022020228
CFDA Number: N/A			Vendor Number: VF596018372005
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

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

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

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

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

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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

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

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

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through September 30, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

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

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

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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

9. Project Cost:

- a. The estimated total cost of the Project is \$500,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$500,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

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

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

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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

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

12. Contracts of the Agency:

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

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

ITEM-10

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

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

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

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

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

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

Federal Funded:

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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

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

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

ITEM-10

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

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

State Funded:

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

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

ITEM-10

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

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

And

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

applicable.

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

ITEM-10

- c. Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify.** The Agency shall:

 - i.** Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii.** Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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

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

This indemnification shall survive the termination of this Agreement."

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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

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

19. Miscellaneous:

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

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

ITEM-10

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

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

AGENCY Town of Hilliard

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: James M. Knight, P.E.

Title: _____

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design & Construct Turf Runway Improvements

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, construction inspection and material testing costs, mobilization and demobilization, permitting, and turf renovation to include excavation, soil tilling, grading, embankment with clean sand, sodding, turf rolling, and the application of fertilizer, herbicides and pesticides and related work. The work will also include fence modifications to provide access, safety barricades, including all required materials, equipment, labor, and incidentals required to rehabilitate the turf runway and improve the drainage of the runway and surrounding areas. The Sponsor will comply with Aviation Program Assurances.

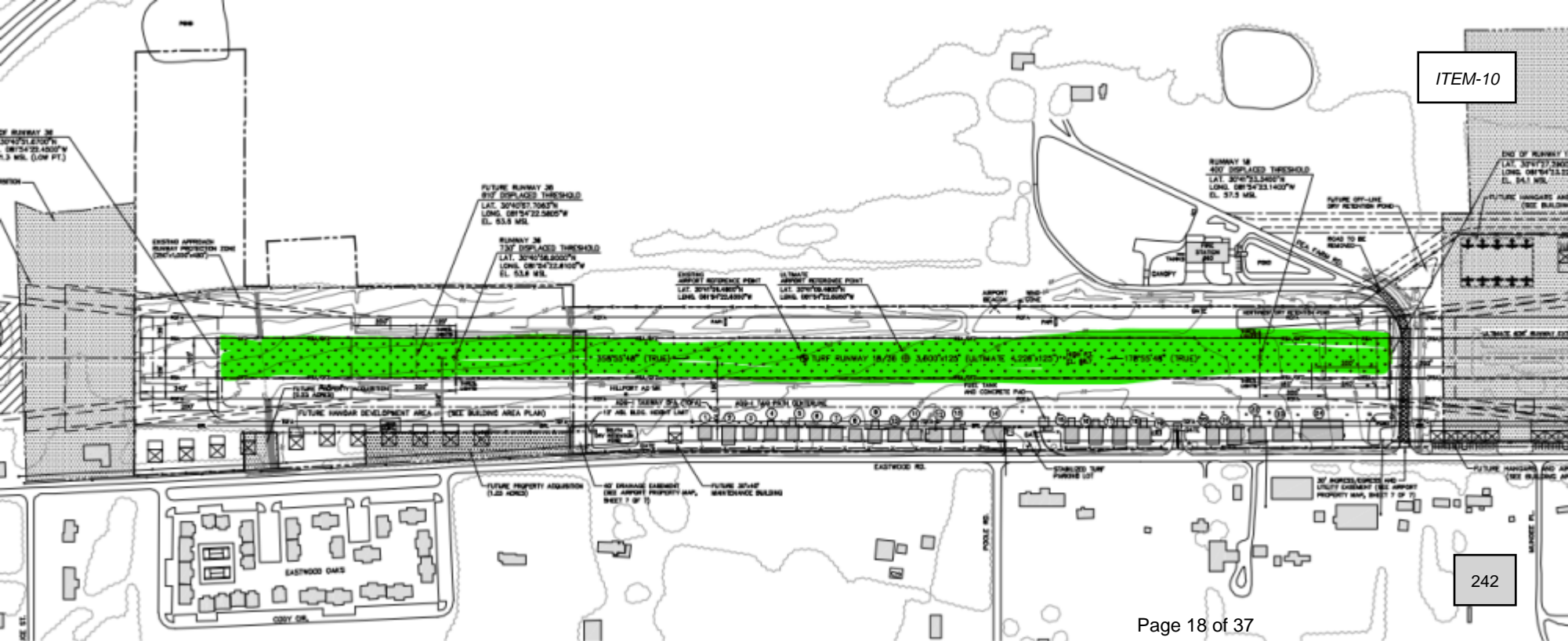
D. Deliverable(s): Design & Construct Turf Runway Improvements

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

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

F. Transit Operating Grant Requirements (Transit Only):

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



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

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
444412-2-94-25	DPTO	088719	2025	751000	55.004	Aviation Grant Program	\$500,000.00
Total Financial Assistance							\$500,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$500,000.00	\$0.00	\$0.00	\$500,000.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$500,000.00	\$0.00	\$0.00	\$500,000.00			

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

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
--	--

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

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

Donna Whitney

Department Grant Manager Name

Signature

Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

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

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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

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

Insert District PIO contact info:

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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

Form 72
STR
DEVELOPMENT
OGC 07/22

ITEM-10

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

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

A. General.

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

B. Agency Compliance Certification.

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

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

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

1. Accounting System.

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

2. Good Title.

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

3. Preserving Rights and Powers.

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

4. Hazard Removal and Mitigation.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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

5. Airport Compatible Land Use.

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

6. Consistency with Local Government Plans.

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

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

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

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

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

8. Airport Financial Plan.

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

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

10. Fee and Rental Structure.

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

11. Public-Private Partnership for Aeronautical Uses.

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

12. Economic Nondiscrimination.

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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

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

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

14. Operations and Maintenance.

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

- 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
- 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
- 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

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

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

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

18. Airfield Access.

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

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

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

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

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

20. Consultant, Contractor, Scope, and Costs.

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

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

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

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

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

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

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

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

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

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

a. Project Certifications. Certify Project compliances, including:

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

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

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

c. Inspection and Approval. The Agency assures that:

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

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

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

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

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

- 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
- 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

- 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
- 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

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

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

Form 72
STR
DEVELOPMENT
OGC 07/22

ITEM-10

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:-

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$500,000

*The award amount may change with amendments

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

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

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

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



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: September 5, 2024

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

SUBJECT: It is the recommendation of the Planning and Zoning board that the Town Council approve the Minor Subdivision as proposed with the three listed conditions.
Application No. 20240716. Parcel ID No. 09-3N-24-0000-0024-0000.
Property Owner- Doug Loyd.

BACKGROUND:

Mr. Loyd submitted a development investigation application to inquire about future options for the property in 12.2023 as he was considering the purchase of the property. Mr. Loyd Purchased this property in March 2024. At that time the property had one dwelling unit although in the past the property had two dwelling units. Mr. Loyd has renovated the existing dwelling unit. In July 2024 Mr. Loyd an application to split the lot was submitted, due to the development investigation being over 6 months old, town staff did a reevaluation of the project needs, that report is included within your agenda packet.

The property in question is in a R-2 zoning district with the following requirements:

62-284 (b)(1) minimum lot width:90 feet,

(b)(2) Minimum lot area: 10,000 sq ft,

(d)yard requirements (1) Front:30 feet (2) Side:12.5 feet (3) Rear:30 feet

The proposed lot meets the R-2 requirements.

At the Planning and Zoning Board meeting on August 13, 2024, the board voted to recommend the approval of application 20240716 with the following conditions.

1. The applicant shall record the lot split with the Clerk of the Court and provide the Town with evidence of the recordation.
2. The applicant shall obtain a real estate parcel number for the newly created parcel from the Property Appraiser and provide the real estate parcel number to the Town.
3. The applicant shall provide a utility easement across the proposed new lot to allow access to utility lines to the existing dwelling unit.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Planning and Zoning board that the Town Council the approve Minor Subdivision as proposed with the three listed conditions.



FOR OFFICE USE ONLY

ITEM-11

File # 2024 0714

Application Fee: \$100

Filing Date: 7/16/24 Acceptance Date: _____

CC VAM

Town of Hilliard Lot Split/Reconfiguration Application

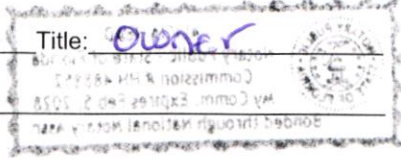
(Applicable for creating no more than 2 lots from 1 lot)

A. PROJECT

1. Project Name: Douglas R Loyd
2. Address of Subject Property: 37296
3. Parcel ID Number(s): 093N24000000240000
4. Existing Use of Property: _____
5. Zoning Designation: Residential
6. Future Land Use Map Designation: _____
7. Acreage of Parcel: 180 x 200 / 0.82 acres +/-

B. Owner

1. Name of Owner(s) or Contact Person(s): Douglas R Loyd
- Company (if applicable): _____
- Mailing address: 36404 Betts Rd
- City: Hilliard State: FL ZIP: 32046
- Telephone: (904) 545-4560 FAX: () E-mail: Doubledauto center@yahoo.com



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

C. ATTACHMENTS (One copy plus one copy in PDF format)

1. Legal description with tax parcel number.
2. Survey of Existing Property, including all structures and driveways
3. Survey of Proposed Lot Split
4. Warranty Deed or other proof of ownership.

5. Fee - \$100

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

A completeness review of the application will be conducted within fourteen (14) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

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

Douglas R Loyd
Signature of Applicant

Douglas R Loyd
Typed or printed name and title of applicant

7/16/24
Date

State of Florida

Signature of Co-applicant

Typed or printed name of co-applicant

Date

County of Nassau

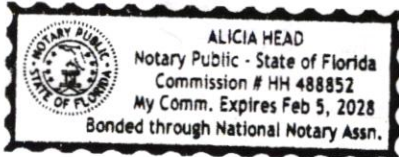
The foregoing application is acknowledged before me this 16 day of July, 2024, by Doug

Loyd, who is/are personally known to me, or who has/have produced Fl. D.L
as identification.

NOTARY SEAL

Alicia Head

Signature of Notary Public, State of Florida



Prepared by:
Josh Bernard
Titletown of America, LLC
480 Busch Drive
Jacksonville, Florida 32218

Record & Return to:
GRANTEE

File Number: TT23-0689
Parcel ID Number: **09-3N-24-0000-0024-0000**

General Warranty Deed

Made this March 4, 2024 A.D. By **Johnnie Donely**, conveying non-homestead real property, whose address is: 757 Lynton Street, Jacksonville, Florida 32208, hereinafter called the grantor, to **Douglas R. Loyd**, whose post office address is: 36404 BETTS RD, Hilliard, FL 32046, hereinafter called the grantee:

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

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

THE FOLLOWING DESCRIBED LAND, SITUATE, LYING AND BEING IN THE COUNTY OF NASSAU, STATE OF FLORIDA, TO WIT:

THAT CERTAIN LAND SITUATE IN NASSAU COUNTY, FLORIDA; TO WIT: IN THE TOWN OF HILLIARD, IN SECTION 9, TOWNSHIP 3 NORTH, RANGE 24 EAST, BEGINNING AT THE INTERSECTION OF THE WEST SIDE OF THE A.C.L. RAILWAY, ON THE SOUTH SIDE OF FIRST STREET AND RUNNING SOUTHWARD ALONG THE A.C.L. RIGHT-OF-WAY 771'; THENCE WESTWARD PARALLEL WITH FIRST STREET 240' TO THE NORTHEAST CORNER OF LOT BEING HEREIN CONVEYED, AND FROM THERE RUNNING SOUTHWARD PARALLEL WITH SAID RAILROAD 200'; THENCE WESTWARD PARALLEL WITH FIRST STREET 180'; THENCE NORTHWARD WITH SAID RAILROAD 200'; THENCE EASTWARD PARALLEL WITH FIRST STREET 180' TO STARTING CORNER OF LOT.

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2023.

ITEM-11

Prepared by:
Josh Bernard
Titledown of America, LLC
480 Busch Drive
Jacksonville, Florida 32218

Record & Return to:
GRANTEE

File Number: TT23-0689
Parcel ID Number: 09-3N-24-0000-0024-0000

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

Signed, sealed and delivered in our presence:

Sam Bernard
Signature: _____ - Witness

SAM BERNARD
Print name: _____

480 Busch Drive
Address Line 1: _____

Jacksonville, FL 32218
Address Line 2: _____

JB
Signature: _____ - Witness

JOSH BERNARD
Print name: _____

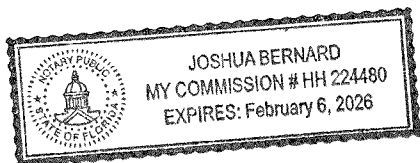
480 BUSCH DR
Address Line 1: _____

Jax, FL 32210
Address Line 2: _____

State of Florida
County of Nassau

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4th day of March, 2024, by Johnnie Donely, who is personally known to me or who has produced ID as identification.

Johnnie S Donely
Johnnie Donely _____ - Seller



JB
Notary Public
Print Name: _____
My Commission Expires: _____

MAP OF BOUNDARY SURVEY

THE FOLLOWING DESCRIBED LAND, SITUATE, LYING AND BEING IN THE COUNTY OF NASSAU, STATE OF FLORIDA, TO WIT:

THAT CERTAIN LAND SITUATE IN NASSAU COUNTY, FLORIDA; TO WIT: IN THE TOWN OF HILLIARD, IN SECTION 9, TOWNSHIP 3 NORTH, RANGE 24 EAST, BEGINNING AT THE INTERSECTION OF THE WEST SIDE OF THE A.C.L. RAILWAY, ON THE SOUTH SIDE OF FIRST STREET AND RUNNING SOUTHWARD ALONG THE A.C.L. RIGHT-OF-WAY 771'; THENCE WESTWARD PARALLEL WITH FIRST STREET 240' TO THE NORTHEAST CORNER OF LOT BEING HEREIN CONVEYED, AND FROM THERE RUNNING SOUTHWARD PARALLEL WITH SAID RAILROAD 200'; THENCE WESTWARD PARALLEL WITH FIRST STREET 180'; THENCE NORTHWARD WITH SAID RAILROAD 200'; THENCE EASTWARD PARALLEL WITH FIRST STREET 180' TO STARTING CORNER OF LOT.

PREPARED FOR:
DOUGLAS LOYD


SURVEY NOTES:

- 1) The "Legal Description" hereon is in accord with the description provided by the client.
- 2) Underground improvements were not located or shown.
- 3) Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
- 4) Bearings based on N.00°00'00" E for the West line of the parcel described in Official Records Book 2701, page 390, recorded in Nassau county, Florida Public Records
- 5) Fence ownership, if applicable, has not been determined by this office. Fences are drawn out of scale in order to accentuate their relationship to property lines. Fences are not deemed to be encroachments unless ownership is apparent.
- 6) "Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid.
- 7) The property shown hereon lies within flood zone "X" as per F.E.M.A. Flood Insurance Rate Map, Panel 12089C0145E, Dated 08/02/2017
- 8) Unless otherwise noted Measured angles and distances are the same as Plat or Deed angles and distances.
- 9) This survey has been performed according to the standard of care to achieve the following accuracy for the following surveyed. Surveyed Accuracy: 1 foot in 22,647 feet
Commercial / High risk linear accuracy: 1 foot in 10,000 feet
SOP Rule 5J-17.05(3) (B) (15) b.ii

ADDRESS: 37296 RAILROAD STREET, HILLIARD FL, 32046

LEGEND	CONC. = CONCRETE CONC. FLATWORK CMP = CORRUGATED METAL PIPE E = ELECTRICITY METER ELEV. = ELEVATION F.F. = FINISHED FLOOR F.H. = FIRE HYDRANT G = GAS METER L = ARC LENGTH CD = CHORD DISTANCE	MEAS. = MEASURED N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM O.R.B. = OFFICIAL RECORD BOOK P.I.N. = PARCEL IDENTIFICATION NUMBER P.O.B. = POINT OF BEGINNING P.O.C. = POINT OF COMMENCEMENT R = RADIUS RCP = REINFORCED CONCRETE PIPE R/W = RIGHT-OF-WAY S = SEWER CLEANOUT SM = SEWER MANHOLE	SM = STORM MANHOLE TP = TELEPHONE PEDESTAL W = WOOD FENCE WP = WOOD POWER POLE WM = WATER METER WELL = WELL
---------------	---	--	--

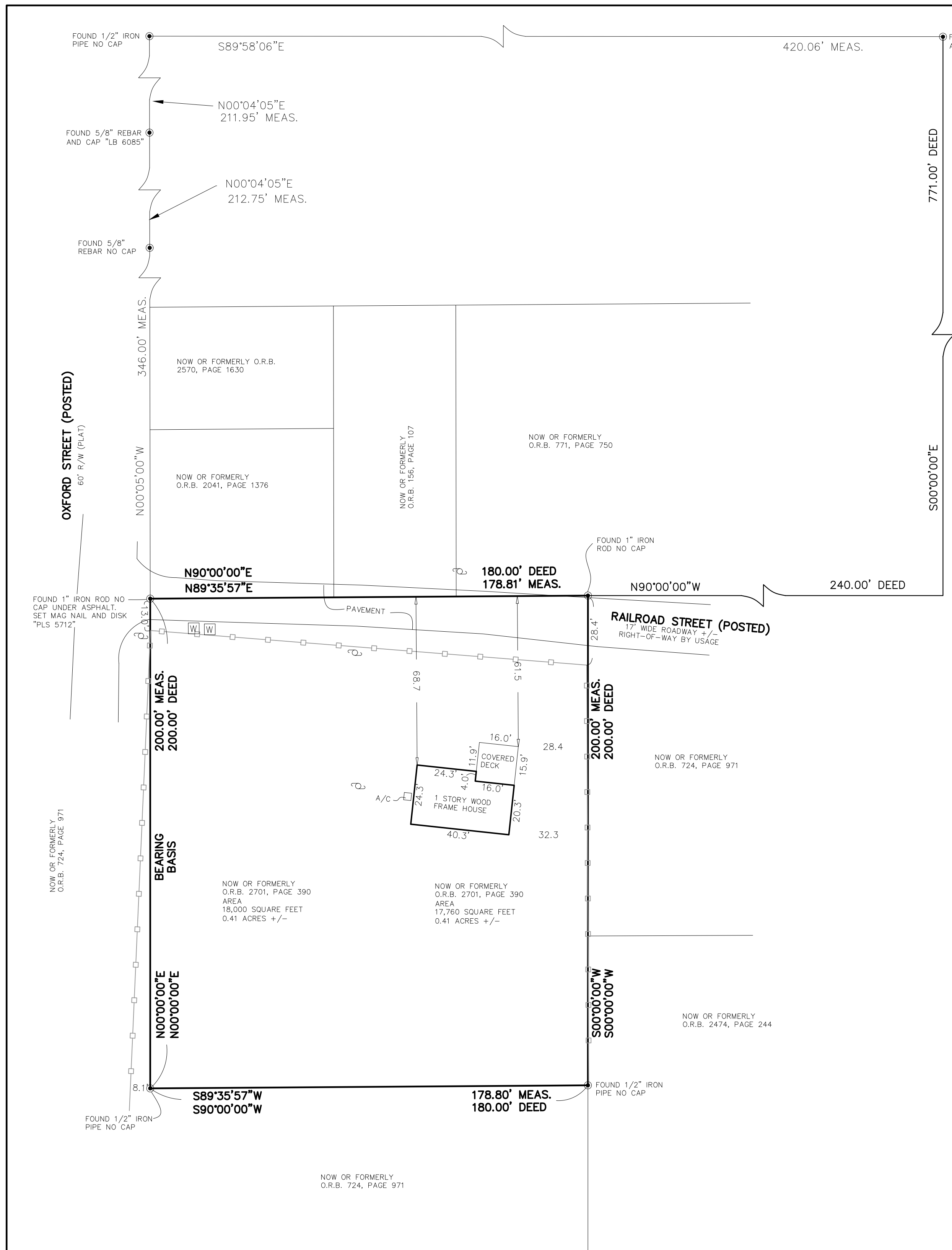
THE INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BY: 
ALAN FRANKLIN GLASS
FLORIDA REGISTERED SURVEYOR
MAPPER CERTIFICATE No. 5712

GLASS LAND SURVEYING, LLC

GLASS LAND SURVEYING, LLC
3731 WEST 5TH STREET, HILLIARD FLORIDA 32046
(904) 675-9241 * CELL (904) 370-0318
LICENSE BUSINESS NO. LB 8359

SCALE: 1"=30'
DATE: 07/12/24
DRN BY: WAG
CKD BY: AFG
JOB NO: 24-93
F.B. NO: BUCK1
PAGE NO: 76



MAP OF BOUNDARY SURVEY

THE WESTERLY 90 FEET OF

THE FOLLOWING DESCRIBED LAND, SITUATE, LYING AND BEING IN THE COUNTY OF NASSAU, STATE OF FLORIDA, TO WIT:

THAT CERTAIN LAND SITUATE IN NASSAU COUNTY, FLORIDA; TO WIT: IN THE TOWN OF HILLIARD, IN SECTION 9, TOWNSHIP 3 NORTH, RANGE 24 EAST, BEGINNING AT THE INTERSECTION OF THE WEST SIDE OF THE A.C.L. RAILWAY, ON THE SOUTH SIDE OF FIRST STREET AND RUNNING SOUTHWARD ALONG THE A.C.L. RIGHT-OF-WAY 771'; THENCE WESTWARD PARALLEL WITH FIRST STREET 240' TO THE NORTHEAST CORNER OF LOT BEING HEREIN CONVEYED, AND FROM THERE RUNNING SOUTHWARD PARALLEL WITH SAID RAILROAD 200'; THENCE WESTWARD PARALLEL WITH FIRST STREET 180'; THENCE NORTHWARD WITH SAID RAILROAD 200'; THENCE EASTWARD PARALLEL WITH FIRST STREET 180' TO STARTING CORNER OF LOT.

PREPARED FOR:
DOUGLAS LOYD

SURVEY NOTES:

- 1) The "Legal Description" hereon is in accord with the description provided by the client.
- 2) Underground improvements were not located or shown.
- 3) Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
- 4) Bearings based on N 00°00'00" E for the West line of the parcel described in Official Records Book 2701, page 390, recorded in Nassau county, Florida Public Records
- 5) Fence ownership, if applicable, has not been determined by this office. Fences are drawn out of scale in order to accentuate their relationship to property lines. Fences are not deemed to be encroachments unless ownership is apparent.
- 6) "Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid.
- 7) The property shown hereon lies within flood zone "X" as per F.E.M.A. Flood Insurance Rate Map, Panel 12089C0145E, Dated 08/02/2017
- 8) Unless otherwise noted Measured angles and distances are the same as Plat or Deed angles and distances.
- 9) This survey has been performed according to the standard of care to achieve the following accuracy for the following surveyed. Surveyed Accuracy: 1 foot in 22,647 feet Commercial / High risk linear accuracy: 1 foot in 10,000 feet SOP Rule 5J-17.05(3) (B) (15) b.ii

ADDRESS: 37296 RAILROAD STREET, HILLIARD FL, 32046

LEGEND		CONC. = CONCRETE		MEAS. = MEASURED	
—E—E— = AERIAL UTILITY WIRES	CONC. = CONCRETE	CONC. = CONCRETE	CONC. = CONCRETE	MEAS. = MEASURED	MEAS. = MEASURED
A/C = AIR CONDITIONER	CMP = CORRUGATED METAL PIPE	CMP = CORRUGATED METAL PIPE	CMP = CORRUGATED METAL PIPE	N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM	N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM
AKA = ALSO KNOWN AS	E = ELECTRICITY METER	E = ELECTRICITY METER	E = ELECTRICITY METER	O.R.B. = OFFICIAL RECORD BOOK	O.R.B. = OFFICIAL RECORD BOOK
B.R.L. = BUILDING RESTRICTION LINE	ELEV. = ELEVATION	ELEV. = ELEVATION	ELEV. = ELEVATION	P.I.N. = PARCEL IDENTIFICATION NUMBER	P.I.N. = PARCEL IDENTIFICATION NUMBER
CTV = CABLE TELEVISION PEDESTAL	F.F. = FINISHED FLOOR	F.F. = FINISHED FLOOR	F.F. = FINISHED FLOOR	P.O.B. = POINT OF BEGINNING	P.O.B. = POINT OF BEGINNING
Δ = CENTRAL ANGLE	F.H. = FIRE HYDRANT	F.H. = FIRE HYDRANT	F.H. = FIRE HYDRANT	P.O.C. = POINT OF COMMENCEMENT	P.O.C. = POINT OF COMMENCEMENT
℄ = CENTERLINE	G = GAS METER	G = GAS METER	G = GAS METER	R = RADIUS	R = RADIUS
-x-x- = CHAIN LINK FENCE	L = ARC LENGTH	L = ARC LENGTH	L = ARC LENGTH	RCP = REINFORCED CONCRETE PIPE	RCP = REINFORCED CONCRETE PIPE
CB = CHORD BEARING	⊙ = LIGHT POLE	⊙ = LIGHT POLE	⊙ = LIGHT POLE	R/W = RIGHT-OF-WAY	R/W = RIGHT-OF-WAY
CD = CHORD DISTANCE	⊙ = SEWER CLEANOUT	⊙ = SEWER CLEANOUT	⊙ = SEWER CLEANOUT	⊙ = SEWER MANHOLE	⊙ = SEWER MANHOLE
	⊙ = STORM MANHOLE	⊙ = STORM MANHOLE	⊙ = STORM MANHOLE	⊙ = WELL	⊙ = WELL

THE INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

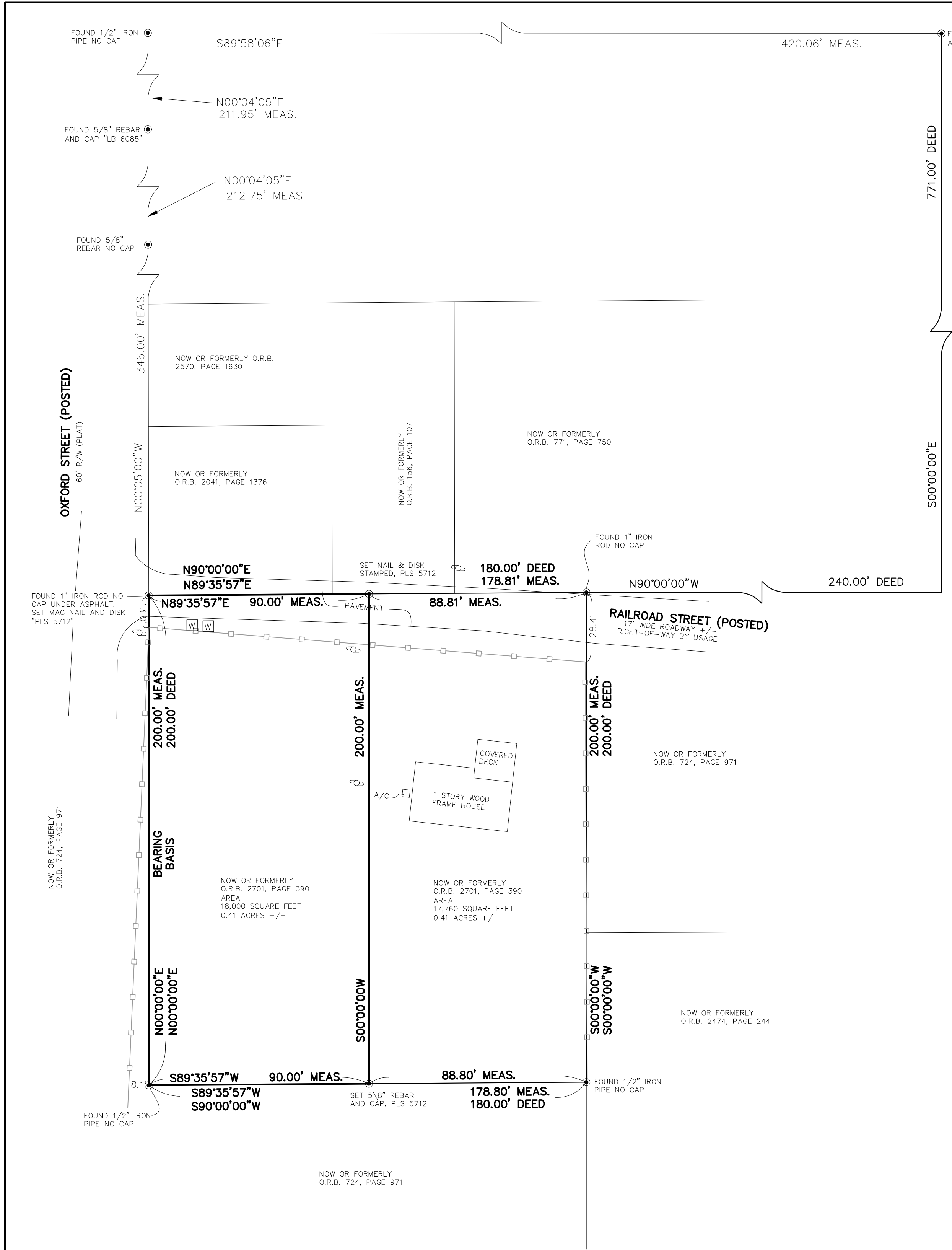
BY: 

ALAN FRANKLIN GLASS
FLORIDA REGISTERED SURVEYOR
MAPPER CERTIFICATE No. 5712

GLASS LAND SURVEYING, LLC

GLASS LAND SURVEYING, LLC
3731 WEST 5TH STREET, HILLIARD FLORIDA 32046
(904) 675-9241 * CELL (904) 370-0318
LICENSE BUSINESS NO. LB 8359

SCALE: 1"=30'
DATE: 07/12/24
DRN BY: WAG
CKD BY: AFG
JOB NO: 24-93
F.B. NO: BUCK1
PAGE NO: 76



TOWN OF HILLIARD
A Florida Municipality

June 26, 2024

Dear Mr. Loyd,

We thank you for your patience as we re-evaluated your Development Investigation for 37296 Railroad Street. Due to changes in the available utilities in the area near your property over the last six months we will be updating our utility requirements for the proposed lot split and development.

During your meeting with Land Use Administrator, Lee Anne Wollitz on 6/24/2024, you discussed the possibility of splitting your lot using a north/south line. Thus, creating two lots of equal size with 90 feet frontage on Railroad Street and being 200 feet deep. Leaving the existing dwelling unit and adding a new dwelling unit on the corner lot in the approximate location of a previously removed mobile home.

Listed below will be the utility and roadway requirements for the lot split and the future development of the newly created corner lot.

Roadway: A driveway permit, and culvert (to town standard) will be needed for a new dwelling unit. This will be the case whether you enter from Railroad Street or Oxford Street.

Sewer: A sewer lateral exists at this property. The current home is connected to the Town's system through this lateral on Oxford Street. A utility easement across the proposed new parcel will be needed for the existing home to access their portion on the line for future repair. Note, no structures can be placed within this utility easement. At the "tie in point" a cleanout will need to be added on the property owners' side of the connection followed by a Y, this Y will serve the existing dwelling unit as well as the newly proposed unit. No sewer tap fees or sewer system development fees will be charged as all improvements will

P.O. Box 249

Hilliard, Florida 32046

(904) 845-3555

TOWN OF HILLIARD
A Florida Municipality

be on the private side of the line and two units have previously been served at this location.

Water: The existing dwelling unit has current water service. The meter (shown on the survey) for the dwelling unit is at the corner of Railroad Street and Oxford Street. The waterlines cross the proposed new corner lot in order to service the existing dwelling unit. A utility easement will need to be given to allow the property owner to service and repair the water lines. The previous mobile home was serviced from a 2" galvanized line that is not usable for a new dwelling unit. However, a 6" service line has been extended into the area. Developer will be asked to pay a "long tap fee". The Town's Public Works Department will connect the new dwelling unit from the 6" line on Oxford and add the meter box to the Oxford Street side of the property. No system development for water will be changed as two dwelling units have been served at this location previously.

Please reach out for clarification or questions.

Lee Anne Wollitz- Land Use Administrator

Cory Hobbs- Assistant Public Works Director



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: September 5, 2024

FROM: *Lisa Purvis, MMC – Town Clerk*

SUBJECT: Town Council to discuss and decide on a donation to the Hilliard High School CNA Program for needed program items.

BACKGROUND:

April Bergendahl, Public Works Employee Jason Bergendahl's daughter approached me regarding a donation for the Hilliard High School CNA Program (Formerly HOSA). They are raising funds to help pay for the students' scrubs, jackets and transportation to and from medical care facilities. Students will gain the required experience to complete the course work and test for their CNA license prior to graduation.

FINANCIAL IMPACT:

Donation Budget - Miscellaneous Funds Balance \$1,390.00.

RECOMMENDATION:

Town Council to approve a donation amount from the remaining miscellaneous funds balance.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: September 5, 2024

FROM: *Lisa Purvis, MMC – Town Clerk*

SUBJECT: Town Council to consider Park Facility Use Agreement and Exemption for RiversEdge Church's community wide event at the Town Hall Park on Sunday, September 29, 2024, 7:00 a.m. through 1:00 p.m.

BACKGROUND:

See attached.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Town Council to approve Park Facility Use Agreement and Exemption for RiversEdge Church's community wide event at the Town Hall Park on Sunday, September 29, 2024, 7:00 a.m. through 1:00 p.m.

**TOWN OF HILLIARD
PARK FACILITY USE AGREEMENT**

THIS PARK FACILITY USE AGREEMENT (the "Agreement") is hereby made effective this ___ day of _____, 20__, between the Town of Hilliard, a Florida municipal corporation (the "Town"), and the following entity or entities, _____ (the "User").

- 1. **Property.** The Town agrees to grant User a non-exclusive license to use the Town's park facility located at 15859 W. County Rd 108, Hilliard, FL 32046 and referred to as __Town Hall Park_ (the "Property") for certain times and dates described in Section 2 of this Agreement. This license is not assignable.
- 2. **License Times.** The Town agrees that User shall be permitted to use the Property on the following dates and times: Sunday, September 29, 2024 7:00AM-1:00PM

However, in no event shall the license extend past 2:00PM without renewal by the Town.

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

- Name of User: Rivers Edge Church, Inc.
- Type of User (circle): Individual / Company / Partnership
- Authorized Agent: Gerald Wollitz
- Title of Agent: Lead Pastor
- Contact Phone Number: 904-507-1017
- Contact Email: gerald@rivers-edgechurch.com
- Contact Mail Address: PO Box 897 Hilliard, FL 32046

- 4. **Purpose.** The Town and User agree that the license provided by the Town to User shall only be used for the following purpose: Sunday morning baptism and baby dedication service with fellowship lunch
- 5. **Maximum Occupancy.** The Town and User agree that the license is limited to a maximum occupancy of 200 persons.
- 6. **Fee.** As valuable and good consideration for the license provided in this Agreement, User agrees to pay the Town a fee of \$ Waived on or before _____

7. **Indemnification.** User hereby agrees to release, indemnify, and hold harmless the Town, its officers, Town Council members, department heads, staff, employees, contractors, volunteers, and agent of any kind (cumulatively, the “Releasees”) from and against all liability, including claims, demands, losses, damages, and expenses of every kind and description to persons who use the Property in any manner arising out of the purpose described in Section 4 of this Agreement by User. This includes liability resulting directly or indirectly from acts or omissions of Releasees or User, or the persons who User permits, invites, or contemplates using the Property pursuant to its purpose described in Section 4 of this Agreement, unless such liability results from the sole negligence of Releasees. Such indemnification and release includes attorney fees, court costs, dispute resolution costs, as well as costs of damage to property and expenses of every kind resulting from use of the Property. **Further, User agrees that it shall obtain a waiver and release form approved by the Town from all of its invitees and guests directly participating in the approved Use and provide copies to the Town.**
8. **Insurance.** At least seven (7) business days prior to the beginning date in Section 2, above, User shall acquire and provide to the Town copies of certificates of insurance verifying that User has obtained:
- Commercial General Liability insurance in the amount of _____
 - Automobile Liability insurance in the amount of _____
 - Bodily Injury & Property Damage insurance in the amount of _____
 - _____
9. **Cancellation.** Either User or Town may terminate the license at any time upon one giving written notice to the other, using the contact information provided in this Agreement. For purposes of the Town receiving notice, User shall provide written notice to the Town by email gerald@rivers-edgechurch.com or regular mailing address PO Box 897 Hilliard, Fl 32046. In no event shall any fees provided by User be returned except in the Town’s sole discretion.
10. **Force Majeure.** If by reason of fire, action of the elements, catastrophe, or some similar Act of God, the Property cannot be made available by the Town for use by User, and the use for which User desired using the Property cannot be rescheduled, then User shall release the Town from any and all claims, demands, agreements, and liabilities whatsoever that User may have had, except that the Town shall refund to User any prorated fees made by User to the Town less any costs incurred by the Town reasonably incurred in anticipation of the use.
11. **Property Damage.** User agrees that alcohol, illegal drugs, or smoking are not permitted on the Property. User shall be responsible for any and all damage to the Property caused by negligent or willful conduct of any person attending or participating in the use on the Property. Aside from normal wear and tear, any damages or losses resulting from an event will be assessed to User on the basis of actual cost of repair and/or replacement as determined by the Town.

- 12. **Disputes.** Any action arising out of the terms of this Agreement shall be brought in Nassau County, Florida, unless only a federal court has jurisdiction, in which case the case shall be brought in the U.S. District Court for the Middle District of Florida. Florida law shall govern this Agreement. The prevailing party in any litigation shall be entitled to recover its reasonable attorney fees and costs.
- 13. **Binding.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their agents, successors, and assigns, if permitted.
- 14. **Entire Agreement.** This Agreement embodies the entire agreement between the Town and User and there are no other representations, promises, agreements, conditions, or understandings, either oral or written, between the parties other than are set forth herein. No subsequent alteration or amendment to this Agreement shall be binding upon either the Town or User unless reduced to writing and executed by all parties.
- 15. **Other Terms.** _____

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

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

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

TOWN OF HILLIARD

ATTEST


Kenneth A. Sims, Council President

Lisa Purvis, Town Clerk


APPROVED:

John P. Beasley, Mayor

Witnesses as to execution by User




 Witness



 Witness

USER

By: 

 Print: Gerald L. Wolf
 Its: _____

**TOWN OF HILLIARD
WAIVER AND RELEASE OF LIABILITY**

IN CONSIDERATION OF the risk of injury that exists while participating in the search and recovery of buried assorted metal trash including but not limited to crushed cans, pull tabs, bottle caps, rusty nails, and syringes, with the use of metal detectors in conjunction with the Historical Recovery Association of NE Florida (hereinafter the "Activity");

IN CONSIDERATION OF my desire to participate in said Activity on the properties of the Town of Hilliard and being given the right to participate in the same by the Town of Hilliard;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge the TOWN OF HILLIARD, Town Hall located at 15859 W. County Rd. 108, Hilliard, FL 32046, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (collectively "Releasees"), from any injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY. NONETHELESS, I ASSUME ALL REALTED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend, and hold harmless the Releasees against any and all claims, suits or action of any king whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that (1) I am aware of my physical condition and refrain from doing any physical activities beyond personal capabilities; (2) I have no obligation to participate in the Activity and have read and will comply with the safety tips below; and (3) I understand I am giving up substantial rights by signing and signs voluntarily.

I agree that this release shall be governed for all purposes by Florida law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment, facilities, or property occurs, outside the scope of the Activity, as a result of my willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INTIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both myself and the Town of Hilliard agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Waiver and Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement is invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In event of an emergency, please contact the following person(s) in the order presented:

<u>Emergency Contact</u>	<u>Contact Relationship</u>	<u>Contact Telephone</u>
<u>Gerald Wollitz</u>	<u>Pastor</u>	<u>904-507-1017</u>
<u>Lee Anne Wollitz</u>	<u>Administrator</u>	<u>904-507-1017</u>

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this Agreement. I certify that I have read this Agreement, that I fully understand its content and that this Release cannot be modified orally. I am aware that this is a Release of Liability and a contract and that I am signing it of my own free will.

Participant's Name: Rivers Edge Church, Inc

Participant's Address: PO Box 897, Hilliard, FL 32046

Jerrell J. Welby

Please sign and return to:

Lisa Purvis

lpurvis@townofhilliard.com

15859 W. County Rd. 108

Hilliard, FL 32046



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: September 5, 2024

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

SUBJECT: Town Council approval of Pool Rental Agreement between Nassau County School District and Town of Hilliard for Hilliard Middle Senior High School and West Nassau High School Swim Teams.

BACKGROUND:

Hilliard and West Nassau have used our Town Pool for several swim seasons now. This is a renewal of the agreement in place between both schools, the school district, and the Town of Hilliard.

FINANCIAL IMPACT:

This is a revenue neutral agreement, although use of the pool often leads to additional pool rentals and visits to our pool during public swimming.

RECOMMENDATION:

Town Council approval of both agreements between the Town of Hilliard and Nassau County School District.

**TOWN OF HILLIARD
PARK FACILITY USE AGREEMENT**

THIS PARK FACILITY USE AGREEMENT (the "Agreement") is hereby made effective this 31st day of July, 2024, between the Town of Hilliard, a Florida municipal corporation (the "Town"), and the following entity or entities, Hilliard High School (the "User").

1. **Property.** The Town agrees to grant User a non-exclusive license to use the Town's park facility located at 37516 Oxford St. Hilliard FL 32046 and referred to as Town Pool Facility (the "Property") for certain times and dates described in Section 2 of this Agreement. This license is not assignable.
2. **License Times.** The Town agrees that User shall be permitted to use the Property on the following dates and times: August – October 2023 (practice times 4pm – 6pm Monday, Tuesday, Thursday). NOTE: any weather makeup days must be approved by HP&R Director 24 hours in advance.
3. However, in no event shall the license extend past 12 months without renewal by the Town.
4. **User Information.** For the purposes of this Agreement, User provides the following contact information, which User agrees shall be used by the Town for communication and delivery of notices pursuant to this Agreement:
 - Name of User: Nassau County School District - HMSH
 - Type of User (circle): Individual / Company / Partnership
 - Authorized Agent: Jason Collins
 - Title of Agent: Athletic Director
 - Contact Phone Number: (904) 845-2171
 - Contact Email: collinsja@nassauk12.fl.us
 - Contact Mail Address: 1 Flashes Ave,
Hilliard, FL 32046
5. **Purpose.** The Town and User agree that the license provided by the Town to User shall only be used for the following purpose: High School Swim Practice
6. **Maximum Occupancy.** The Town and User agree that the license is limited to a maximum occupancy of 25 persons.
7. **Fee.** As valuable and good consideration for the license provided in this Agreement, User agrees to pay the Town a fee of \$1,050.00 (\$350/mo.) on or before 9/1/24.
8. **Indemnification.** User hereby agrees to release, indemnify, and hold harmless the Town, its officers, Town Council members, department heads, staff, employees, contractors, volunteers, and agent of any kind (cumulatively, the "Releasees") from and against all liability, including claims, demands, losses, damages, and expenses

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

9. **Insurance.** At least seven (7) business days prior to the beginning date in Section 2, above, User shall acquire and provide to the Town copies of certificates of insurance verifying that User has obtained:
- Commercial General Liability insurance in the amount of _____
 - Automobile Liability insurance in the amount of _____
 - Bodily Injury & Property Damage insurance in the amount of _____
 - _____
10. **Cancellation.** Either User or Town may terminate the license at any time upon one giving written notice to the other, using the contact information provided in this Agreement. For purposes of the Town receiving notice, User shall provide written notice to the Town by email _____ or regular mailing address _____. In no event shall any fees provided by User be returned except in the Town's sole discretion.
11. **Force Majeure.** If by reason of fire, action of the elements, catastrophe, or some similar Act of God, the Property cannot be made available by the Town for use by User, and the use for which User desired using the Property cannot be rescheduled, then User shall release the Town from any and all claims, demands, agreements, and liabilities whatsoever that User may have had, except that the Town shall refund to User any prorated fees made by User to the Town less any costs incurred by the Town reasonably incurred in anticipation of the use.
12. **Property Damage.** User agrees that alcohol, illegal drugs, or smoking are not permitted on the Property. User shall be responsible for any and all damage to the Property caused by negligent or willful conduct of any person attending or participating in the use on the Property. Aside from normal wear and tear, any damages or losses resulting from an event will be assessed to User on the basis of actual cost of repair and/or replacement as determined by the Town.
13. **Disputes.** Any action arising out of the terms of this Agreement shall be brought in Nassau County, Florida, unless only a federal court has jurisdiction, in which case the case shall be brought in the U.S. District Court for the Middle District of

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

14. **Binding.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their agents, successors, and assigns, if permitted.

15. **Entire Agreement.** This Agreement embodies the entire agreement between the Town and User and there are no other representations, promises, agreements, conditions, or understandings, either oral or written, between the parties other than are set forth herein. No subsequent alteration or amendment to this Agreement shall be binding upon either the Town or User unless reduced to writing and executed by all parties.

16. **Other Terms.** _____

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

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

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

ATTEST

TOWN OF HILLIARD

Lisa Purvis, Town Clerk

By: _____
John Beasley, Mayor

By: _____
Kenny Sims, Council President

Witnesses as to execution by User

Brooke Smith
Witness

By: _____
USER
Print: Jason Collins
Its: _____

Witness

**TOWN OF HILLIARD
PARK FACILITY USE AGREEMENT**

THIS PARK FACILITY USE AGREEMENT (the “Agreement”) is hereby made effective this 31st day of July 2024, between the Town of Hilliard, a Florida municipal corporation (the “Town”), and the following entity or entities, Nassau County School District – West Nassau High School (the “User”).

1. **Property.** The Town agrees to grant User a non-exclusive license to use the Town’s park facility located at 37516 Oxford St. Hilliard, FL 32046 and referred to as Town Pool (the “Property”) for certain times and dates described in Section 2 of this Agreement. This license is not assignable.
2. **License Times.** The Town agrees that User shall be permitted to use the Property on the following dates and times: August – October 2024 (practice times 5pm - 7pm on Monday, Tuesday and Thursday. Wednesday 4pm-6pm) NOTE: Any weather make-up days must be approved by HP&R Director 24 hours in advance.

However, in no event shall the license extend past 12 Months without renewal by the Town.

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

- Name of User: Nassau County School Board – WNHS
- Type of User (circle): Individual / Company / Partnership
- Authorized Agent: Richard Knott
- Title of Agent: Athletic Director
- Contact Phone Number: 904-879-3461
- Contact Email: knottri@nassau.k12.fl.us
- Contact Mail Address: 1 Warrior Drive
Callahan, FL 32011

4. **Purpose.** The Town and User agree that the license provided by the Town to User shall only be used for the following purpose: Swim Team Practice
5. **Maximum Occupancy.** The Town and User agree that the license is limited to a maximum occupancy of 25 persons.
6. **Fee.** As valuable and good consideration for the license provided in this Agreement, User agrees to pay the Town a fee of \$1,830.00 (\$610/mo.) on or before 9/1/24.
7. **Indemnification.** User hereby agrees to release, indemnify, and hold harmless the Town, its officers, Town Council members, department heads, staff, employees, contractors, volunteers, and agent of any kind (cumulatively, the “Releasees”) from

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

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

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

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

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

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

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

the case shall be brought in the U.S. District Court for the Middle District of Florida. Florida law shall govern this Agreement. The prevailing party in any litigation shall be entitled to recover its reasonable attorney fees and costs.

13. **Binding.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their agents, successors, and assigns, if permitted.

14. **Entire Agreement.** This Agreement embodies the entire agreement between the Town and User and there are no other representations, promises, agreements, conditions, or understandings, either oral or written, between the parties other than are set forth herein. No subsequent alteration or amendment to this Agreement shall be binding upon either the Town or User unless reduced to writing and executed by all parties.

15. **Other Terms.** _____

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

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

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

ATTEST

TOWN OF HILLIARD

Lisa Purvis, Town Clerk

By: _____
John Beasley, Mayor

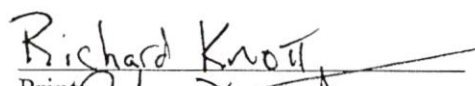
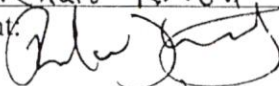
By: _____
Kenny Sims, Council President

Witnesses as to execution by User



Witness

USER

By: 
Print: _____
Its: 

Witness

West Nassau High School



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: September 5, 2024

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

SUBJECT: Town Council approval of Bus Rental Agreement between Nassau County School District and Town of Hilliard for bus rental for After School Program.

BACKGROUND:

Our After School program benefits from the use of the NCSD bus dropping students from HES off in front of our offices during the school year. This is a renewal of the agreement in place between the district and the Town of Hilliard.

FINANCIAL IMPACT:

\$225 – Monthly

RECOMMENDATION:

Town Council approval of Bus Rental Agreement between Nassau County School District and Town of Hilliard for bus rental for After School Program.

**LETTER OF AGREEMENT BETWEEN
NASSAU COUNTY SCHOOLS TRANSPORTATION DEPARTMENT and
HILLIARD PARKS AND RECREATION**

This agreement is entered into by and between the NASSAU COUNTY DISTRICT SCHOOL BOARD, a body corporate, hereinafter called "NCSB", and HILLIARD PARKS AND RECREATION hereinafter called "HPR".

- 1) This is a mutual agreement entered into and for the purpose of providing needed transportation for HPR for the **2024-2025** school year and expires on the last day of the regular school year.
- 2) The NCSB Transportation Department agrees to the following:
 - a) Provide transportation for up to 25 students:
 - i) **To:**
 - 1) HPR physically located at **37516 OXFORD ST. HILLIARD, FL 32046**
 - ii) **From:**
 - 1) HILLIARD ELEMENTARY SCHOOL
 - b) To bill HPR \$225 per month for 10 months, August through May of the contracted school year.
- 3) HPR agrees to the following:
 - a) Provide NCSB Transportation Department with a current list of students to be transported and notify NCSB Transportation Department of any changes during the course of the year.
 - b) Provide an adult to meet the school bus and escort students from the bus.
 - c) Provide a contact name and phone number for immediate assistance during regular business hours and pick up and drop off times.
 - d) Reimburse the NCSB Transportation Department \$225 per month for 10 months, August through May of the contracted school year.
- 4) Contact information
 - a) For immediate assistance during regular hours:
GABE WHITTENBURG 904-845-2733
 - b) For billing and service needs:
GABE WHITTENBURG 904-845-2733
 - c) Mailing address and email:
37516 OXFORD ST. HILLIARD, FL 32046
gwhittenburg@townofhilliard.com
- 5) Services provided are based on availability, capacity, location, and/or other factors that may change during the school year. This agreement may be terminated by either party at any time for any reason.

 Agent/Signer Name, Title

 Date

 Brad Underhill, Director of Transportation

 Date



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: September 5, 2024

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

SUBJECT: Town Council approval of the Parks & Recreation Director's recommendation to fill the new full-time position of Program Manager.

BACKGROUND:

See attached position process and biography for David Pender.

FINANCIAL IMPACT:

Grade 5 / Step 1
\$21.98 per hour

RECOMMENDATION:

Town Council approval of the Parks & Recreation Director's recommendation to fill the new full-time position of Program Manager.

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

Regular Meeting: September 5, 2024

Applicant: David Pender
151 Forest Rd.
Folkston, GA 31537

Position: Program Manager

Pay Rate: Grade 5 / Step 1
\$21.98 per hour / \$45,719.23 Annually

Position Starts: September 9, 2024 – Introductory/Probationary Period

Position Status: December 10, 2024 – Regular Full Time Position

Position Requirements:

Position requires specific knowledge of administration of sports programming, including team assignments, practice and game schedules. Inclusive of this are facility and field prep, uniform design and procurement. Additionally, support conduct practices, skills assessments, officiating as needed.

- Minimum four-year college degree; B.S. Preferably with a Sports Management/Parks and Recreation background or a minimum of 5 years of experience in a related field
- Five (5) years' experience in coaching, sports administration preferably at High School level.

Position Information:

The purpose of this classification is to administer and direct comprehensive recreation programs and provide for park maintenance, swimming pool facility operations, and municipal athletic fields. The Parks & Recreation Program Manager must work closely with the Parks & Recreation Director in all discussions and decision making in these areas.

Conditions of Employment:

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

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

Employee Information:

2/2024-Current Utility Operator, Rich Products
6/2020-1/2024 Ware County BOE, PE/Alt School Instructor Track & Football Coach
1/2014-6/2020 Charlton County BOE, ISS, Track, Football & Basketball Coach

See BIO



David Pender - Biography

BACHELOR OF SCIENCE in Organizational Leadership and Supervision
Purdue University

Relevant Experience

- Ten years of experience coaching Basketball, Football, and Track at the High School level at Charlton and Ware County High Schools.
- Trainer and Mentor at Applying Pressure Academy.
- Served as Associate Director of John Purdue Club, Purdue University Athletic Scholarship Endowment.
- Member of the NFLPA.

Other Achievements

- 13 Time HS State Champion (9 Individual Track, 2 Football, 2 Team Track)
- Purdue University “Red” Mackey Award recipient
- All-Big 10 Performer at Defensive Back for Purdue University
- Played professionally in the NFL as a member of the Philadelphia Eagles, Baltimore Ravens, Indianapolis Colts and Cincinnati Bengals.

- Recommend extending offer for P&R Program Manager at Grade 5 Step 1.



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: September 5, 2024

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

SUBJECT: Town Council to approve the Grant Administration Services Contract from Fred Fox Enterprises, Inc. for the FDEM Hurricane/Community Shelter Grant # F0122 Project in the amount of \$189,900.00.

BACKGROUND:

Request to postpone this item until the next meeting on September 19, 2024, so that both the Grant Administration Services and the Architect & Engineering Services contracts can be approved at the same time.

FINANCIAL IMPACT:

100% Grant Funded pending Florida Department of Emergency Managements contract approval in the amount of \$189,900.00.

RECOMMENDATION:

Town Council approval to postpone this item until the next meeting on September 19, 2024, so that both the Grant Administration Services and the Architect & Engineering Services contracts can be approved at the same time.

GENERAL ADMINISTRATION CONTRACT

This General Administration Contract entered into as of this ____ day of _____, 2024, by and between Fred Fox Enterprises, Incorporated, hereinafter referred to as the Administrator and the Town of Hilliard, hereinafter referred to as the Local Government.

WITNESSETH THIS RECITAL:

WHEREAS, the Local Government has been awarded a grant for the construction of a Community Center/Hurricane Shelter, said grant is being managed by the State of Florida Division of Emergency Management through grant **#F0122** hereinafter referred to as the "Project", and the local Government desires to implement that Project; and,

WHEREAS, the Administrator is now available, willing, and qualified to perform professional services in connection with the Project; to serve the Local Government to which this contract applies, and to give consultation, advice, and direction for such Project, and

WHEREAS, the Local Government being desirous that the Administrator perform such services regarding the Project does now engage Administrator to perform such services noted above on the CDBG Neighborhood Revitalization Program and Administrator agrees to perform such services.

- To provide technical assistance in various program areas, and
- To serve the local government as its professional representative and coordinator in all phases of the Project to which this General Administration Contract applies, and
- To develop and draft a Relocation Policy for the Project, if required, and

- To disseminate information to the general public regarding the Project, and to provide adequate administrative plans regarding the acquisition of properties as may be required, and
- To coordinate, monitor, and evaluate the Project, and
- To provide updates to the Local Government, and
- To establish and maintain bookkeeping and financial management aspects of the Project

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 1

A. GENERAL ADMINISTRATION

SCOPE OF THE SERVICES OF THE ADMINISTRATOR

The Administrator shall provide the following services for the general administration aspects of this project:

1. Coordinate, monitor, and evaluate the direct costs of the overall program, including but not limited to the multiple activities outlined in the subsections of the contract below.
2. Develop, plan, implement, and assess the citizen's participation to all community organizations, including but not limited to providing program information, technical assistance to citizens, publishing applicable notices, and conducting applicable hearings.
3. Respond to all citizen's questions and complaints concerning the project in a timely manner.
4. Establish and maintain general and related files as required by the Florida Division of Emergency Management.

5. Establish procedures relating to the procurement and implementation of services all pursuant to Division of Emergency Management requirements and regulations.
6. Provide technical assistance to the Local Government in procuring professional service contracts.
7. Establish and maintain a bookkeeping system that is acceptable to both the Florida Division of Emergency Management and the Auditor General's Office.
8. Monitor the various subsections of the Project in regard to all Florida Division of Emergency Management regulations and prepare all necessary and all requested responses to inquiries from Local, and State governmental units.
9. This contract is to complete the work as outlined in the State of Florida, Division of Emergency Management contract **#F0122** or as the contract may be amended.
10. The Consultant shall attend all meetings related to implementation of the State of Florida Division of Emergency Management, Grant #F0122 including but not limited to, public hearings, staff meetings, public informational meetings, etc.
11. Provide all reports relating to the project as required by the Florida Division of Emergency Management
Prepare all required or requested program amendments including the preparation of advertisements, and conducting required public hearings

B. PUBLIC FACILITIES

SCOPE OF SERVICES OF THE ADMINISTRATOR

The Administrator shall provide the following services for the public facilities unit of this project:

1. Coordinate, monitor, and evaluate the direct costs of such facilities.
2. Establish and maintain construction contract files.
3. Establish procedures relating to the procurement and implementation of contractual services, all pursuant to the State of Florida Division of Emergency Management requirements and regulations.
4. Review all bid packages for Florida Division of Emergency Management contract compliance.
5. Establish and maintain labor standards compliance files for the Local Government, if required.
6. Attend the pre-construction conference.
7. Establish architect/engineer terms and conditions for incorporation in the bid package.
8. Obtain for the Local Government Florida Division of Emergency Management contractor clearances, if required.
9. Send notice on behalf of the Local Government to Florida Division of Emergency Management that the construction has commenced.
10. Approve all payment requests to ensure the payments are appropriate and proper documentation is included.
11. Be present at all Florida Division of Emergency Management monitoring visits and prepare the Local Government's response(s) to the Florida

Division of Emergency Management monitoring letters.

12. Complete and maintain files pertaining to the public facilities subsection of the project for use by the Local Government and interested citizens.
13. Represent the Local Government before any State boards or meetings regarding the public facilities subsection of the Project.
14. Perform all closeout activities, including the submission of reports as well as responding to requests for follow up information.

ARTICLE 2

A. GENERAL ADMINISTRATION

LOCAL GOVERNMENT'S RESPONSIBILITY

The Local Government's responsibility in regard to the subsection GENERAL ADMINISTRATION shall be:

1. To instruct the personnel of the Local Government to cooperate and assist the Administrator in the execution of the necessary financial data and procedures in order to comply with all HUD and/or Florida Department of Emergency Management requirements.
2. To provide assistance in implementation of contractual services necessary to the Project per the requirements of any and all Florida Department of Emergency Management requirements.
3. Establish and maintain rapport with individual citizens and community groups regarding the Project.
4. Assist the Administrator in negotiations necessary for all subsections of the Project.

5. Review and implement all contracts necessary to ensure efficient progress of the Project.

B. PUBLIC FACILITIES

LOCAL GOVERNMENT'S RESPONSIBILITY

The Local Government's responsibility in regard to the subsection PUBLIC FACILITIES shall be:

1. To assist the Administrator in placing at its disposal all available information pertinent to the sites of the Project including previous reports and any other data relative to design and construction of the Project.
2. To furnish the Administrator, when available, reports regarding property, boundary, right-of way, topographic surveys, laboratory tests, core borings, probings and sub-surface explorations, hydrographic surveys, and inspection of sample and materials which the Administrator may rely on in performing its services.
3. Assist the Administrator in obtaining right-of entry and release of liability of property owners.
4. Designate a member of the Local Government who will act as a contact person with the Administrator to facilitate and transmit instructions, receive information, and generally assist as may be necessary and submit each person's name to the Administrator within ten (10) days of the signing of the contract.
5. Give prompt notice to the Administrator whenever the Local Government observes or otherwise becomes aware of any defects or problems with the Project.

6. Inform the Administrator of all meetings involving personal service contracts with architects and/or engineers regarding this Project.

ARTICLE 3

PERIOD OF PERFORMANCE

The period of performance under this Project shall begin upon the signing of this contract and shall be completed upon final completion of the Local Government's State of Florida Division of Emergency Management Project and the issuance of a "Notice of Administrative Closeout" for the project by the Florida Division of Emergency Management.

ARTICLE 4

COMPENSATION

The Local Government agrees to pay, from the funding set forth in Article Sixteen (16) herein, the Administrator and its associates in the following manner:

Compensation for the Administrator shall be the total sum of One Hundred Eighty-Nine Thousand nine hundred dollars and 00/100 (\$189,900.00). The Local Government shall compensate the Administrator for their services as noted in Attachment A to this contract. Payments will commence thirty (30) days after the effective date of the contract between the Florida Division of Emergency Management and the Local Government subject, however, to receipt by the local government of funding from the Florida Division of Emergency Management sufficient to pay the administrator as required herein. At the end of the twelfth month of this contract, the Local Government and the Administrator shall review the progress of the project to determine if the

project is proceeding on schedule. If the project is determined not to be progressing on schedule, a revised payment schedule shall be developed that is acceptable to both parties.

If the grant contract obligations are met and the grant closes out prior to the March 31, 2027 ending date the administrator can be paid the sum remaining in the contract upon issuance of a "Notice of Administrative Closeout" for the project by the Florida Division of Emergency Management.

All requests for payment shall be submitted by the Administrator in detail sufficient for a proper pre-audit and post-audit review.

ARTICLE 5

CITIZENS PARTICIPATION

It is understood between the parties that both the local Government and the Administrator shall encourage continuous participation in the Project by the citizens of the area. It is further understood that both the Local Government and the Administrator shall be responsible for adequate advertising of the Project. It is understood that funds for such advertising shall be paid from grant funds.

ARTICLE 6

LOCAL GOVERNMENT CONTACT PERSON

The contact person who will represent the local Government in all matters pertaining to the Project shall be Ms. Lisa Purvis, Town Clerk, or her designee.

ARTICLE 7

EXCLUSIVE REPRESENTATION

It is understood between the parties that a representative of the Local

Government and a representative of Fred Fox Enterprises, Incorporated, will represent this Project before any and all Florida Division of Emergency Management meetings.

ARTICLE 8

CONFLICT OF INTEREST

The Local Government having being so advised by the Administrator does hereby recognize that the Administrator has provided similar area services in the past to Local Governments and to area governmental bodies and may be so engaged in a similar Project at this time or in the future and the parties agree that administration of these Projects by the Administrator do not constitute a conflict of interest with the Project.

ARTICLE 9

SOCIAL SECURITY

The Local Government is not liable for Social Security contributions pursuant to Section 481, 42 U.S. Code, relative to the compensation of the Administrator or any other participants during the period of this contract.

ARTICLE 10

CONTRACT AMENDMENT

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties hereto. All such changes shall be incorporated as written amendments to this contract.

ARTICLE 11
TERMINATION

Termination (cause and/or Convenience)

(a) This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other to fulfill its obligations under this contract provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by hand or by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party during said 10 day period prior to termination.

(b) This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.

(c) If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Administrator at the time of termination may be adjusted to cover any additional costs to the local government because of the Administrator's default.

If termination for convenience is effected by the local government, the equitable adjustment shall provide for payment to the Administrator for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the Administrator relating to commitments (e.g., suppliers, subcontractors)

which had become firm prior to receipt of the notice of intent to terminate, if any, and upon proper documentation submittal.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the Administrator shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Administrator in performing this contract, whether completed or in process.

(e) Upon termination, the Local Government may take over the work and award another party a contract to complete the work described in this contract.

(f) If, after termination for failure of the Administrator to fulfill contractual obligations, it is determined that the Administrator had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Local Government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

ARTICLE 12

EQUAL OPPORTUNITY

The Administrator warrants that there shall be no discrimination against employees, applicants for employment, those to whom services are rendered, and applicants for such services under this contract because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics.

During the performance of the function described herein, the Administrator agrees to the following conditions pertaining to the recognition and protection

of the civil rights of employees, applicants for employment, those to whom services are rendered, and applicants for such services:

1. The Administrator will comply with the provisions of Title VI of the Civil Rights Act of 1964, P.L. 88-352, as amended, and rules and regulations published pursuant thereto, all of which are made a part hereof as if fully incorporated herein;
2. The Administrator will comply with the provisions of Presidential Executive Order Number 11246 of September 24, 1965, as amended, Title 3, Code of Federal Regulations, Chapter 4, which is made a part hereof as if fully incorporated herein, the provisions of Section 204 of which executive order must be set forth verbatim, to wit: During the performance of this contract, the Administrator agrees as follows: The Administrator will not discriminate against any employee or applicant for employment because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics. Such action shall include, but not limited to the following: employment, upgrading, demotion, transfer, recruitment, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Administrator agrees to post in a conspicuous place, available to employees and applicants for employment, notice to be provided by the contracting officer setting for the provisions of the non-discrimination clause.
3. The Administrator will, in all solicitations or advertisements for

employees placed by or on behalf of the Administrator, state that all qualified applicants will receive consideration for employment without regard to race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics.

4. The Administrator will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under Section 204 of Executive Order Number 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Administrator will comply with all provisions of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Administrator will furnish all information and reports required by Executive Order Number 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Administrator non-compliance with the non-discrimination clauses of this contract or with such rules,

regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order Number 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order Number 11246, of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Administrator will include the provisions of paragraphs one (1) through seven (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the secretary of Labor issued to Section 204 of Executive Order Number 11246 of September 24, 1965, so that such provisions will be binding upon subcontractors or vendors. The Administrator will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance; provided however, that in the event the Administrator become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Administrator may request the United States to enter into such litigation to protect the interest of the United States.
9. The Administrator shall not discriminate in solicitations or advertisements for employees placed by and on behalf of the

contractor or against any employee or applicant for employment because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics.

ARTICLE 13

FLORIDA DIVISION OF EMERGENCY MANAGEMENT AUDITS

If the Florida Division of Emergency Management finds that any sums received by the Administrator are unreasonable, then those sums shall be refunded by the Administrator to the Local Government as required by 24 C.F.R., Section 570.200. The Administrator agrees to reimburse to the Local Government any funds expended for transactions approved by the Administrator which are disallowed by the Florida Division of Emergency Management, due to the malfeasance, misfeasance, or nonfeasance of the Administrator. All records will be made available to the Local Government auditors at their request as pre-audit and post-audit requirements.

ARTICLE 14

ADMINISTRATOR'S NOTICE

REGARDING ENGINEER OR ARCHITECT

It is understood between the Local Government and the Administrator that the Administrator will not be responsible for any Federal, State, or Local requirements that must be completed and supervised by the engineer and/or architect.

ARTICLE 15

ADMINISTRATORS NOTICE

REGARDING LEGAL FEES AND AUDITS

It is understood between the Local Government's and the Administrator that each party shall be responsible for their own respective audit or legal costs and, to the extent that actions they take or fail to take cause such costs for us, they should indemnify us for those costs.

ARTICLE 16

SOURCE OF FUNDING

The sole source of payment for this contract is the funding received through the Florida Division of Emergency Management Grant #F0122 and/or portion of any other funding grants leveraged from it.

ARTICLE 17

REMEDIES

Unless otherwise provided in this contract, all claims, counter claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by the appropriate court in Nassau County, Florida *OR* the United States District Court for the Middle District in Jacksonville, Florida.

ARTICLE 18

ACCESS TO RECORDS

1. The Local Government, Florida Division of Emergency Management, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and any of their duly authorized representatives, shall have access to any books, documents, papers, and

records, including electronic storage media, of the Administrator which are directly pertinent to this contract for the purpose of audit, examination, making excerpts, and transcriptions as they may relate to this Agreement.

2. PUBLIC RECORDS ACCESS:

- a. Administrator shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Administrator shall keep and maintain public records required to perform the services under this Agreement.
- b. This Agreement may be unilaterally canceled by the Local Government for refusal by Administrator to either provide public records to the Local Government upon request, or to allow inspection and copying of all public records made or received by the Administrator in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- c. If Administrator meets the definition of “contractor” found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, F.S., a request to inspect or

copy public records relating to this Agreement for services must be made directly to the Local Government. If the Local Government does not possess the requested records, the Local Government shall immediately notify Administrator of the request, and Administrator must provide the records to the Local Government or allow the records to be inspected or copied within a reasonable time. If the Administrator fails to provide the public records to the Local Government within a reasonable time, the Administrator may be subject to penalties under s. 119.10, F.S.

- ii. Upon request from the Local Government's custodian of public records, Administrator shall provide the Local Government with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Administrator shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Administrator does not transfer the records to the Local Government.

- iv. Upon completion of the Agreement, Administrator shall transfer, at no cost to Local Government, all public records in possession of Administrator or keep and maintain public records required by the Local Government to perform the services under this Agreement. If the Administrator transfers all public records to the Local Government upon completion of the Agreement, the Administrator shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Administrator keeps and maintains public records upon completion of the Agreement, the Administrator shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Local Government, upon request from the Local Government's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Local Government.
- d. If the administrator has questions regarding the application of chapter 119, Florida Statutes, to the administrator's duty to provide public records relating to this agreement, contact the local government's custodian of public records by telephone at (904) 845-3555 by email at lpurvis@townofhilliard.com or at the mailing address below:

TOWN CLERK
TOWN OF HILLIARD, FLORIDA
15859 WEST CR 108
HILLIARD, FL 32046

ARTICLE 19

RETENTION OF RECORDS

The Administrator shall retain all records relating to this contract for six (6) years after the local government makes final payment and all other pending matters are closed.

ARTICLE 20

E-VERIFY DUTY OF ADMINISTRATOR

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Administrator, and its subcontractors, shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Administrator shall provide Local Government, and require each of its subcontractors to provide Administrator, with an affidavit (Exhibit B) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Administrator shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. The Local Government, Administrator, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The Local Government, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Administrator otherwise complied, shall promptly notify Administrator and Administrator shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Administrator acknowledges that upon termination of this Agreement by the Local Government for a violation of this section by Administrator, Administrator may not be awarded a public contract for at least one (1) year. Administrator further acknowledges that Administrator is liable for any additional costs incurred by the Local Government as a result of termination of any contract for a violation of this section.

e. Subcontracts. Administrator or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Administrator shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ARTICLE 22

PAYMENT OF ATTORNEY'S FEES

In the event of any litigation arising between the parties, the non-prevailing party shall be liable to pay all reasonable attorney fees and costs incurred by the prevailing party.

ARTICLE 21
ENVIRONMENTAL COMPLIANCE

Whereas if this contract exceeds \$100,000, the Administrator shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The Administrator shall include this clause in any subcontracts over \$100,000.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals:

LOCAL GOVERNMENT:

ADMINISTRATOR:

John Beasley, Mayor
Town of Hilliard

Fred D. Fox, President
Fred Fox Enterprises, Inc.

ATTESTED BY:

ATTESTED BY:

Lisa Purvis, Town Clerk
Town of Hilliard

Melissa N. Fox, Grants Compliance
Fred Fox Enterprises, Inc.

SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the General Administration Agreement for Fred Fox Enterprises, Inc., and the Town of Umatilla.
2. This sworn statement is submitted by Fred Fox Enterprises, Inc. whose business address is P.O. Box 840338, St. Augustine, Florida 32080, and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2443697.
3. My name is Fred D. Fox, and my relationship to the entity named above is President of the Corporation.
4. I understand that a "Public Entity Crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among person when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

XX Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July, 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate has not between placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Fred D. Fox (Signature)

Date:_____

STATE OF FLORIDA

TOWN OF ST. JOHNS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Fred D. Fox, who, after first being sworn by me, affixed his signature in the space provided above on this ____day of _____, 2024.

NOTARY PUBLIC

My Commission Expires:

COST SUMMARY FOR NEGOTIATED CONTRACTS

GRANTEE: Town of Hilliard

GRANT NUMBER: #F0122

NAME AND ADDRESS: Fred Fox Enterprises, Inc.
 OF CONTRACTOR: P. O. Box 840338
St. Augustine, Florida 32080

DATE OF PROPOSAL: July 30, 2024

TYPE OF SERVICE TO
 BE FURNISHED: CDBG Grant Administration

=====

COST SUMMARY:

DIRECT LABOR: Estimated hrs x hrly rate = estimated cost

Consultant/Director	200 hrs x \$175. = \$ 35,000.00
Project Manager	400 hrs x \$150. = \$ 60,000.00
Grants Compliance Manager	240 hrs x \$125. = \$ 30,000.00
Clerical Support	150 hrs x \$75. = \$ 11,250.00

DIRECT LABOR TOTAL: \$ 136,250.00

INDIRECT COSTS: Fringes, G & A, etc., rate x base = cost

Fringes 35% x 136,250.00 = \$ 47,687.50

INDIRECT COST TOTAL: \$ 47,687.50

OTHER INDIRECT COST: describe

N/A

OTHER INDIRECT COST: \$ 0.00

TOTAL ESTIMATED COST: \$183,937.50

PROFIT: \$ 5,962.50

TOTAL PRICE: \$189,900.00

EXHIBIT B
E-VERIFY AFFIDAVIT

I hereby certify that Fred Fox Enterprises, Inc. does not employ, contract with, or subcontract with an unauthorized alien, and has not done so since before January 1, 2021, and is otherwise in full compliance with Section 448.095, Florida Statutes. All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. A true and correct copy of Fred Fox Enterprises, Inc. proof of registration in the E-Verify system is attached to this Affidavit.

By affixing your signature below, under penalty of law you hereby affirm that the above statement is true and correct, and that you are complying and will comply with all E-Verify requirements.

_____ By: _____
Date
Printed name and title: Fred D. Fox, President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ as _____ for _____

Company Printed name Title

WITNESSETH my hand and official seal in the state and county named below.

Notary Public, State of Florida, County of St. Johns

(Seal)

Signature: _____
Printed name: _____
Commission No.: _____
My Commission Expires: _____

Personally Known, OR Produced Identification
Type of Identification Produced _____

Exhibit C

PAYMENT SCHEDULE

1. Draw #1: Completion of All Plans and Specifications and acceptance by Division of Emergency Management:	\$ 27,500.00
2. Draw #2: Execution of Construction Contract and Issuance of a "Notice To Proceed" to the Construction Contractor:	\$ 27,500.00
3. Draw #3: Construction is Twenty-Five Percent Complete:	\$ 27,500.00
4. Draw #4: Construction is Fifty Percent Complete:	\$ 27,500.00
5. Draw #5: Construction is Seventy-Five Percent complete:	\$ 27,500.00
6. Draw #6: Construction is Complete a "Certificate of Occupancy" is Issued for the Building:	\$ 27,500.00
7. Draw #7: Project is Closed Out by the Division of Emergency Management:	<u>\$ 24,900.00</u>
Total	\$189,900.00

EXHIBIT D
State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____ Date: _____



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: September 5, 2024

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

SUBJECT: Town Council to approve moving the Architect & Engineering Services Contract approval for the FDEM Hurricane/Community Shelter Grant # F0122 Project, to the September 19, 2024, regular meeting.

BACKGROUND:

The negotiations of this contract will continue Thursday, September 12, 2024, at the monthly workshop meeting. Therefore, the Council should be prepared to decide on approving the contract at the next regular meeting on September 19, 2024.

FINANCIAL IMPACT:

100% Grant Funded pending Florida Department of Emergency Managements contract approval at the final negotiated cost.

RECOMMENDATION:

Town Council to approve moving the Architect & Engineering Services Contract approval for the FDEM Hurricane/Community Shelter Grant # F0122 Project, to the September 19, 2024, regular meeting.

HILLIARD TOWN COUNCIL MEETING

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

TOWN COUNCIL MEMBERS

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

ADMINISTRATIVE STAFF

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

TOWN ATTORNEY

Christian Waugh

MINUTES

THURSDAY, AUGUST 08, 2024, 6:00 PM

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
Interim Public Works Director, Cory Hobbs
Parks & Recreation Director, Gabe Whittenburg

ABSENT

Christian Waugh

WORKSHOP

- ITEM-1 Town Council to hear presentation from Barnabas regarding the utilization of Town Hall as a food distribution center on an as needed basis.
John P. Beasley – Mayor

Barnabas Community Engagement Manager, Trish Thompson, requests the utilization of Town Hall as a food distribution center. Ms. Thompson explains how the program works and states that she can drop off bags of food monthly or weekly depending on how often they are needed. Ms. Thompson advises with Council approval she can bring a supply of the bags to Town Hall so that they can start being picked up on Friday, August 9, 2024.

- ITEM-2 Town Council and Planning and Zoning Board to hear details of a proposed new development from Forestar within the Town.
Lee Anne Wollitz – Land Use Administrator

Shalene Estes, Entitlements Manager of Forestar Group, Inc., and Tim Adkins of Adkinson Engineering present to the Town Council the details of the proposed new development within the Town of Hilliard.

The proposed new development will consist of 78 single-family townhome lots. The development will incorporate land development code requirements, such as a 20' landscape buffer, school bus stop, internal sidewalks, mail kiosk, recreation area, and open space.

Town Council and the Planning & Zoning Board discuss the following points with Forestar Group, Inc.:

- Sidewalks
- Right of Ways
- Home Owner's Association
- Lift station/ Gravity fed sewer
- Fire hydrants
- Water

- ITEM-3 Town Council to review and rank the Request for Proposals for Grant Administration Services for the Town of Hilliard for a Community Center / Hurricane Shelter Grant Agreement Number F0122.
Lisa Purvis, MMC – Town Clerk

The Proposals are ranked accordingly:

1. Fred Fox Enterprise, Inc.
2. North Florida Professional Services, Inc.
3. Answer Advisory Consulting, LLC

- ITEM-4 Town Council to review and rank the Request for Qualifications for Architectural and Engineering Services for the Town of Hilliard for a Community Center / Hurricane Shelter Grant Agreement Number F0122.
Lisa Purvis, MMC – Town Clerk

The Qualifications are ranked accordingly:

1. VRL Architects, Inc.
2. PQH Group
3. North Florida Professional Services, Inc.
4. Bhide & Hall Architects, P.A.
5. Baker Design Build

- ITEM-5 Town Council to review and rank applicants for the position of Public Works Director.
Lisa Purvis, MMC – Town Clerk

Following a review of the applications/resumes received Council President Sims requests readvertising the position on new media outlets.

ADDITIONAL COMMENTS

Town Council discusses Tropical Storm Debby, which brought heavy rain through Sunday and Monday afternoon. Following the rains cracks were noticed in the Orange Street box culvert.

Town Clerk, Lisa Purvis, advises the Town Council there will be a workshop on August 15, 2024, at 6:00 p.m. to interview/negotiate with VRL Architects, Inc. and PQH Group for Architectural and Engineering Services. The workshop agendas will go out on Monday, August 12, 2024.

ADJOURNMENT

Motion to adjourn at 8:18 p.m.

Motion made by Councilman Wollitz, 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.

Kenneth A. Sims, Sr.
Council President

ATTEST:

Lisa Purvis
Town Clerk

APPROVED:

John P. Beasley
Mayor

HILLIARD TOWN COUNCIL MEETING

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

TOWN COUNCIL MEMBERS

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

ADMINISTRATIVE STAFF

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

TOWN ATTORNEY

Christian Waugh

MINUTES

THURSDAY, AUGUST 15, 2024, 6:00 PM

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
Parks & Recreation Director, Gabe Whittenburg
Town Attorney, Christian Waugh

ABSENT

Councilman Dallis Hunter
Interim Public Works Director, Cory Hobbs

WORKSHOP

ITEM-1

Town Council to interview and negotiate with the top two highest ranked Architectural Firms for Architectural & Engineering Services for the FDEM Hurricane Shelter/Community Center Grant from the Requests for Qualifications received on August 1, 2024, and ranked on August 8, 2024.

Lisa Purvis, MMC – Town Clerk

Interviewing begins with VRL Architects, Inc. with President Steve Lazar present. Mr. Lazar states that his company has worked with M.V. Engineers for over 40 years. That he plans to use Mark Keister and David Webb of Keister Webb Structural Engineers. Projects that his company has completed are as follows:
Nassau County Fire Rescue Station 70
Nassau County Training Office
Hilliard Middle Senior High School Cafetorium / Hurricane Shelter
Hilliard Elementary School Cafetorium / Hurricane Shelter
The Legends Center Community Center / Hurricane Shelter in Jacksonville

Next, interviewing begins with PQH Group, Inc., with President / CEO Ricardo Quinones present. Mr. Quinones states that he has 5 members present tonight, with Mr. Roger Chastain, Construction Administrator, present as well. PQH Group, Inc. will be using Atlantic Engineering, Simes & Rosch, and Emerio Design for all their engineering needs. Projects that his company has completed are as follows:

- Emergency Operations Center / Fire & Rescue HQ in Jacksonville
- St. Johns County Emergency Operations Center
- Fire Station #64 in Jacksonville
- Fire Station #65 in Jacksonville
- St. Johns County Fire Rescue Training Facility

ADDITIONAL COMMENTS

No additional comments

ADJOURNMENT

Motion to adjourn at 6:57 p.m.

Motion made by Council President Sims, Seconded by Councilman Wollitz.
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

HILLIARD TOWN COUNCIL MEETING

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

TOWN COUNCIL MEMBERS

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

ADMINISTRATIVE STAFF

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

TOWN ATTORNEY

Christian Waugh

MINUTES

THURSDAY, AUGUST 15, 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 Joe Michaels

ABSENT

Councilman Dallis Hunter

PUBLIC HEARING

ITEM-1 Ordinance No. 2024-05 – Regulating the Water and Sewer Usage Rates; In accordance with the Town Charter Section 4.11 (5) Action Requiring an Ordinance; and further stated in Chapter 58 Utilities of the Town Code; and providing for an effective date.

Mayor Beasley

Call for Public Comments

John Russell, 37150 Walker Street, states that he is not in favor of the water and sewer rates being increased.

Close Public Hearing on Ordinance No. 2024-05.

Motion to close Public Hearing on Ordinance No. 2024-05 at 7:04 p.m.

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

TOWN COUNCIL ACTION

Town Council to adopt Ordinance No. 2024-05, on Second & Final Reading.

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

PRESENTATIONS

ITEM-2 Presentation to the Town Council of the Nassau County Economic Development Board's Annual Report and the Fiscal Year 2024-2025, Funding Request.
Sherri Mitchell, Executive Director – Nassau County Economic Development Board

Sherri Mitchell, Executive Director of Nassau County Economic Development Board, thanks the Town Council for allowing time on the agenda. She presents to the Town Council the Annual Nassau County Economic Development Board Report.

Councilman Wollitz, states that the west side of the county lacks essential services, despite holding the largest portion of the population within the county.

Paul Schwend, Chairman of Nassau County Economic Development Board, states that the Town Council should put together a wish list for the West side of the county and for the Town of Hilliard.

Town Clerk, Lisa Purvis, asks what Nassau County's funding levels are.

Sherri Mitchell, Executive Director of Nassau County Economic Development Board, states that the county requests from all municipalities is \$2,500.

REGULAR MEETING

ITEM-3 Additions/Deletions to Agenda

No additions to or deletions from Agenda.

ITEM-4 Town Council to approve the Request for Proposal for Grant Administration Services from Fred Fox Enterprises, Inc. for the FDEM Hurricane/Community Shelter Grant # F0122 Project.

Lisa Purvis, MMC – Town Clerk

Motion to table this item until September 5, 2024, Regular Meeting.

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

- ITEM-5 Town Council to approve the Request for Qualifications for Architectural & Engineering Services from the selected firm at the negotiated cost for the FDEM Hurricane/Community Shelter Grant # F0122 Project.
Lisa Purvis, MMC – Town Clerk

Motion to schedule a Workshop for Monday, August 26, 2024, at 6:00 p.m., to negotiate with the selected firm.

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

- ITEM-6 Town Council approval to proceed with the Florida Commerce Rural Infrastructure Fund Grant application for the FAA Water Main Extension Project, which will cover 100% of the infrastructure needs of the project and using the Town's State Recovery Funds for the engineering services portion.
Lisa Purvis, MMC – Town Clerk

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

- ITEM-7 Town Council approval of the Capital Purchase of the Aerzen Turbo Blower & Package for the Wastewater Treatment Plant Digester in the amount of \$27,540.18.
Cory Hobbs – Interim 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 Michaels

- ITEM-8 Town Council approval of the request for an additional Parks & Recreation Department staff member for the new position of Program Manager.
Gabe Whittenburg – Parks & Recreation Director

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

- ITEM-9 Town Council approval of the purchasing of the 125 x 25 single Parcel No. 08-3N-24-2380-0094-0130, located on Georgia Street at West Seventh Avenue from Dayspring Property Services LLC.
Lisa Purvis, MMC – Town Clerk

Motion to approve the purchasing of Parcel No. 08-3N-24-2380-0094-0130, at the price of \$2,000.

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

- ITEM-10 Town Council approval of the Contract Services Agreement between the Town of Hilliard and Joel Hall, P.E. to perform Public Works related services through September 30, 2024.

Christian Waugh – Town Attorney

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

- ITEM-11 Town Council approval of the Town Clerk's recommendation to fill the Administrative Assistant vacant position.

Lisa Purvis, MMC – Town Clerk

Motion to fill the Administrative Assistant vacant position with Luke Headington at Grade 3, Step 6, at \$19.62, an hour.

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

- ITEM-12 Town Council approval of the Minutes for the August 1, 2024, Workshop, and the August 1, 2024, Public Hearing & Regular Meeting.

Lisa Purvis, MMC – Town Clerk

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

- ITEM-13 Town Council approval of Cantrell Ray Real Estate, LLC, Payable through August 5, 2024, Project Name: Acquire Land on the North Side at the Hilliard Airpark in the amount of \$2,500.

**FDOT PTGA 100% GRANT FUNDED PROJECT LUMP SUM GRANT
\$464,000.00**

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

- ITEM-14 Town Council approval of Mittauer & Associates, Inc., Payable through August 25, 2024, Project Name: Oxford Street Force Main Rerouting in the amount of \$1,380.

**FDEP LPA0302 GRANT FUNDED PROJECT LUMP SUM CONTRACT
\$101,900**

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

- ITEM-15 Town Council approval of Mittauer & Associates, Inc., Payable through August 25, 2024, Project Name: WWTP Permit Renewal in the amount of \$360.
CAPITAL FUNDED PROJECT LUMP SUM PROJECT \$11,000

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

- ITEM-16 Town Council approval of Pay Request No. 4 for T B Landmark Construction, Inc., Payable through August 8, 2024, Project Name: Oxford Street Force Main Rerouting in the amount of \$26,766.25.
FDEP LPA0302 GRANT FUNDED \$507,100 & CAPITAL FUNDED \$55,170 PROJECT LUMP SUM CONTRACT \$562,270

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

- ITEM-17 Town Council approval of T B Landmark Construction, Inc., Payable through July 30, 2024, Project Name: Emergency Manhole Repair at Pine Street & Shady Lane in the amount of \$203,837.18.
CAPITAL FUNDED PROJECT LUMP SUM PROJECT \$203.837.18

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

ADDITIONAL COMMENTS

PUBLIC

No public comments.

MAYOR & TOWN COUNCIL

Council President Sims, asks all to keep the Batten family in your prayers as Mrs. Sally Batten passed the day prior, and she was the Hilliard Branch Librarian for years.

Mayor Beasley, reads email from Alicia Head, the Town's Public Information Officer & Event Coordinator, stating that the Town is recognized as a Storm Ready Community. This recognition will aid with grant opportunities, particularly those related to emergency management.

City Government Week is October 21st through October 27th this year. This is where elementary students complete the "If I Were the Mayor of Hilliard" essays. He continues stating, Public Information Officer & Event Coordinator, Alicia Head, would like to involve the Hilliard Middle Senior High School in this event by having them create a mock election and a mock council meeting, the week of City Government Week.

Reminds everyone that Food Truck Friday is August 30, 2024, and this will be the last time this year it will be held with music.

ADMINISTRATIVE STAFF

PRESENT:

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

Town Clerk, Lisa Purvis, states that Alicia Head will be transferring to the Parks & Recreation Department on Monday, August 19, 2024.

TOWN ATTORNEY

No comments.

ADJOURNMENT

Motion to adjourn at 7:54 p.m.

Motion made by Council President Sims, Seconded by Councilman Wollitz.
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

Moody Williams Appraisal Group LLC
1300 Riverplace Blvd Ste 640
Jacksonville, FL 32207
9045168900
moodywilliams.com



INVOICE

BILL TO

Lisa Purvis
Town of Hilliard
201 E. Pine Street, Suite 315
Orlando, FL 32801

INVOICE # 008536

DATE 08/22/2024

TERMS Due on receipt

PROFESSIONAL SERVICES

AMOUNT

Appraisal for
371260 Eastwood Drive
Hilliard, Florida 32046

500.00

Job #: 2024-R058

BALANCE DUE

\$500.00

FEDERAL TAX ID # 84-4100717

PLEASE PAY FROM THIS INVOICE