

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, MAY 01, 2025, 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

REGULAR MEETING

ITEM-1 Additions/Deletions to Agenda

ITEM-2 Town Council to consider the Park Facility Use Agreement for First Baptist Church of Boulogne's community event at the Town Hall Park on Saturday, May 3, 2025, 4:00 p.m. through 6:00 p.m.
Gabe Whittenburg – Parks & Recreation Director

ITEM-3 Town Council approval of the Airpark Land Acquisition Loan Agreement with Hilliard Aviation, Inc. in the amount of \$52,000.
Lisa Purvis, MMC – Town Clerk

ITEM-4 Town Council approval of the FY 2025 Revenues and Expenditures Report for the period ending March 30, 2025.
Lisa Purvis, MMC – Town Clerk

- ITEM-5** Town Council to set a date for Mr. Timothy Fisk’s public records request to appear on the agenda.
Lisa Purvis, MMC – Town Clerk
- ITEM-6** Town Council approval of the Minutes for the April 10, 2025, Workshop, and the April 17, 2025, Public Hearing & Regular Meeting.
Lisa Purvis, MMC – Town Clerk
- ITEM-7** Town Council approval of Burdens Overhead Doors Inc., Payable through April 23, 2025, Project Name: Fire Department Overhead Doors in the amount of \$19,565.00.
CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$19,565

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 first 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 Statutes, 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.

2025 HOLIDAYS

TOWN HALL OFFICES CLOSED

1. Martin Luther King, Jr. Day	Monday, January 20, 2025
2. Memorial Day	Monday, May 26, 2025
3. Independence Day	Friday, July 4, 2025
4. Labor Day	Monday, September 1, 2025
5. Veterans Day	Tuesday, November 11, 2025
6. Thanksgiving Day	Thursday, November 27, 2025
7. Friday after Thanksgiving Day	Friday, November 28, 2025
8. Christmas Eve	Wednesday, December 24, 2025
9. Christmas Day	Thursday, December 25, 2025
10. New Year's Eve	Wednesday, December 31, 2025
11. New Year's Day	Thursday, January 1, 2026



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: May 1, 2025

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

SUBJECT: Town Council to consider the Park Facility Use Agreement for First Baptist Church of Boulogne's community event at the Town Hall Park on Saturday, May 3, 2025, 4:00 p.m. through 6:00 p.m.

BACKGROUND:

See attached.

Insurance provided.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Town Council approval of the Park Facility Use Agreement for First Baptist Church of Boulogne's community event at the Town Hall Park on Saturday, May 3, 2025, 4:00 p.m. through 6:00 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 _____ and referred to as _____ (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:

Saturday, May 3, 2025 4 pm - 6pm

However, in no event shall the license extend past 2hrs 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: FBC - Boulogne
- Type of User (circle): Individual / Company Partnership
- Authorized Agent: Paul Lucas
- Title of Agent: Senior Pastor
- Contact Phone Number: 931-637-4248
- Contact Email: barnafan1133@gmail.com
- Contact Mail Address: 27029 W 3rd Ave
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: COOK out / Outreach
Young Adult Class

5. **Maximum Occupancy.** The Town and User agree that the license is limited to a maximum occupancy of 450 persons.

6. **Fee.** As valuable and good consideration for the license provided in this Agreement, User agrees to pay the Town a fee of \$ _____ 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 See attached
 - 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

 Witness

By: 
 Print: Paul Lucas
 Its: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE 04/ ITEM-2

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

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

PRODUCER Brown & Brown Insurance Services, Inc. 10151 Deerwood Park Blvd Bldg 100, Ste 500 Jacksonville FL 32256	CONTACT NAME: Linda Beasley PHONE (A/C, No, Ext): (904) 565-1952 E-MAIL ADDRESS: Linda.Beasley@bbrown.com FAX (A/C, No): (904) 565-2440																					
INSURED First Baptist Church Boulougne 28226 Church Drive Hilliard FL 32046	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Philadelphia Indemnity Insurance Company</td><td>18058</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Indemnity Insurance Company	18058	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES CERTIFICATE NUMBER: 25-26 COI REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2662666	03/01/2025	03/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pastor Professional \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is additional insured as respects to General Liability under written contract

CERTIFICATE HOLDER

Hilliard Town Hall Park 15859 West County Rd 108 Hilliard FL 32046
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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: May 1, 2025

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

SUBJECT: Town Council approval of the Airpark Land Acquisition Loan Agreement with Hilliard Aviation, Inc. in the amount of \$52,000.

BACKGROUND:

Under this agreement the Town of Hilliard loaned funds to covers the shortfall for the relocation costs associated with the land acquisitions at the Hilliard Airpark. Hilliard Aviation, Inc. agrees to a repayment schedule, committing to making annual payments of \$15,000 on or before September 15th each year or until the loan is satisfied, whichever comes first.

FINANCIAL IMPACT:

\$52,000

RECOMMENDATION:

Town Council approval of the Airpark Land Acquisition Loan Agreement with Hilliard Aviation, Inc. in the amount of \$52,000.

AIRPARK LAND ACQUISITION LOAN AGREEMENT

THIS AIRPARK LAND ACQUISITION LOAN AGREEMENT (the "Agreement") is made by and between **TOWN OF HILLIARD**, a municipal corporation in Nassau County, Florida ("Lender") and **HILLIARD AVIATION, INC.**, a Florida for-profit corporation ("Borrower"). Together, Lender and Borrower may be referred to as the "Parties."

WHEREAS:

- Based upon Town of Hilliard Resolution No. 2022-03, adopted on April 7, 2022, the Town has authorized the signing of a Public Transportation Grant Agreement with the Florida Department of Transportation;
- The Public Transportation Grant Agreement will provide funding to cover all costs associated with the acquisition of land on the north side at Hilliard Airpark, Financial Project No. 436590-1-94-22 under Contract No. G2791;
- The Public Transportation Grant Agreement provides a total of \$464,000.00, which equates to 100% funding by the Florida Department of Transportation for the acquisition of land on the north side at Hilliard Airpark, excluding any cost related to Lender relocation as stipulated in this agreement;
- The contemplated acquisitions have been completed and are recognized by both parties as a benefit to the Borrower;
- Borrower agrees, through the approval signatures of its Board of Directors, to be responsible for and provide funding to cover the Lender relocation costs related to the land acquisition, which are \$52,000.00, and recognized to be on behalf of Hilliard Aviation, Inc.;
- Borrower agrees to a repayment plan with annual payments to be made payable on or before September 15th until the total cost related to Lender relocation as stipulated in this agreement, has been recovered by the Lender within a period not exceed five years from September 15, 2025; and
- Repayment of funds will be assigned to any and all successors of the Borrower.

NOW, THEREFORE, in consideration of the matters set forth above (which are hereby incorporated herein by reference), the mutual promises and covenants described herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. All of the recitals above stated are true and are reiterated and incorporated into the body of this Agreement.

2. Relevant Definitions.

2.1. Dollars. Dollars shall mean United States Dollars and all amounts described in this Agreement shall correspond to United States Dollars.

BORROWER INITIALS _____

LENDER INITIALS _____

2.2. Effective Date. The date on which the last of the Parties validly executes this Agreement.

2.3. Maturity Date. September 15, 2025.

2.4. Parties. Lender and Borrower.

2.5. Total Loan. FIFTY TWO THOUSAND DOLLARS (\$52,000.00).

3. General Agreement. Borrower agrees to repay the Total Loan to Lender, subject to the terms and conditions herein.

4. Borrower Repayment.

4.1. Loan Amount. Borrower agrees to pay the Total Loan amount of Fifty Two Thousand Dollars (\$52,000.00) to Lender.

4.2. Repayment. Borrower shall repay the Total Loan pursuant to the terms of this paragraph. On or before September 15, 2025, Borrower shall pay Lender no less than \$15,000.00 (Fifteen Thousand Dollars). On or before September 15, 2026, Borrower shall pay Lender no less than \$15,000.00 (Fifteen Thousand Dollars). On or before September 15, 2027, Borrower shall pay Lender no less than \$15,000.00 (Fifteen Thousand Dollars). On or before September 15, 2028, Borrower shall pay Lender the remainder of the Total Loan.

4.3. Prepayment. Borrower may prepay any portion or all of the Total Loan prior to the Maturity Date. Any prepayment made in excess of the required payment for a given year shall always be credited toward the final payment still due under this Loan Agreement, first reducing the amount due on or before September 15, 2028 by the excess prepayment. Any prepayments that exceed the final payment due on or before September 15, 2028 shall be applied to reduce the amount due on or before September 15, 2027, and so on, in reverse order of the scheduled payments. Prepayments made during any prior year shall not reduce the amounts due in that year, and the required payments for each year shall still be paid by the corresponding due date.

5. Intentionally omitted.

6. Contingencies.

6.1. Generally. The provisions of this Section 6 must be fulfilled and shall act as conditions precedent where expressly described. These conditions shall be termed "Contingencies."

6.2. Full Execution. This Agreement must be executed by all Parties before the rights and responsibilities herein accrue.

7. Representation. Borrower and Lender affirmatively represent and warrant that they have had a full and fair opportunity to review this Agreement with their counsel of choice and that they well and truly understand the terms of this Agreement.

BORROWER INITIALS _____

LENDER INITIALS _____

8. Further Assurances. The Parties shall execute, acknowledge, and deliver to each other, all further documents necessary or expedient to effectuate the purposes of this Agreement.

9. Default.

9.1. Event of Default. An event of default will be deemed to have occurred in the following circumstances: (i) a failure by any of the Parties to perform a material term of this Agreement shall be a default under this Agreement; (ii) Borrower petitioning for bankruptcy protection; (iii) Borrower making an assignment for the benefit of creditors; or (iv) an order, judgment, or decree is entered adjudicating Borrower bankrupt or insolvent.

9.2. Remedies. In the event of default by a Party, the non-breaching Party shall be entitled to (i) specific enforcement of this Agreement; (ii) injunctive relief; (iii) damages; (iv) any other remedy at law or equity; or (v) any combination of the aforementioned remedies.

9.3. Waiver. Any of the Parties may waive or forgo exercising its remedies under this Section 9 in order to proceed with this Agreement, but such waiver must occur in writing and be delivered to the other Party.

9.4. Cure. If a Party has committed a default under this Agreement, the other Party shall provide written notice of the default and permit five (5) business days to cure the default. The remedies available under Section 9.2 shall only be available after the cure period, unless the cure period would not be sufficient to remedy the default.

10. Warranties. *Corporate Authority.* All corporate action on the part of Borrower, its officers, managers and members necessary for the authorization, execution and delivery of this Agreement, the performance of all obligations of Borrower hereunder and thereunder, constitutes a valid and legally binding obligation of Borrower, enforceable in accordance with their respective terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

11. Miscellaneous Provisions.

11.1. Notice.

11.1.1. *Form.* All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing (including e-mail).

11.1.2. *Delivery.* Any communication for the purpose of a notice, whether legally required or not, shall be e-mailed, hand-delivered, faxed, mailed by registered or certified U.S. mail, to the parties or designated agents below:

If to Borrower:

Town Clerk
Town of Hilliard

BORROWER INITIALS _____

LENDER INITIALS _____

PO Box 249
 15859 West CR 108
 Hilliard, FL 32046
 LPurvis@townofhilliard.com

with copies to: cwaugh@waugh.legal

11.2. Copies and Counterpart. A legible fax or electronic copy of this Agreement and any signatures thereon shall be considered for all purposes original, and this Agreement may be executed in counterpart.

11.3. Headings. The descriptive headings in this Agreement have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction for any provisions hereof.

11.4. Severability. In the event any of the terms and provisions of this Agreement are determined to be unenforceable, for any reason whatsoever, such unenforceability shall in no way affect or eliminate the enforceability of the remaining terms and provisions of this Agreement.

11.5. Time. Calendar days shall be used in computing time periods of less than six (6) days, in which event Saturdays, Sundays, and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00pm of the next business day. Any dates that may occur on a Saturday, Sunday, or a legal holiday shall extend to the next business day.

11.6. Attorney Fees. In any litigation, including breach, enforcement, or interpretation of this Agreement, or any portion thereof, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney fees, costs, and expenses.

11.7. Mutuality of Negotiation. All Parties acknowledge that this Agreement is a result of negotiations between all Parties and the Agreement shall not be construed in favor of, or against, either party as a result of that Party having been more involved in the drafting of the Agreement.

11.8. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Florida. Any litigation or dispute arising out of this Agreement or the activities and relationships contemplated in this Agreement shall be brought in either federal or state court in Orange County, Florida.

12. Confidentiality. This Agreement shall remain confidential as between the Parties and their agents, lenders, other fiduciaries, and government agencies. This Agreement shall not be recorded in the public records of any county and shall not under any circumstances be a lien on any Property or the basis for an equitable lien, even if a judgment is obtained and recorded in the public records. All Parties irrevocably waive and release any right that they may have for any judgment to be a lien on any real property or the basis for any foreclosure action.

13. Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the successors, heirs, executors, administrators, and related entities of the Parties.

BORROWER INITIALS _____

LENDER INITIALS _____

14. Amendment. No amendment to this Agreement shall be effective except those agreed to in writing and by all Parties.

15. Entire Understanding. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof.

The Parties have executed this Agreement on the day and year herein set forth below, intending to be bound for themselves, by way of their authorized agents:

TOWN OF HILLIARD, a municipal corporation in Nassau County, Florida:

By:

Council President

Date

Attest:

Town Clerk

Date

HILLIARD AVIATION, INC., a Florida for-profit corporation:

By:

President

Date

BORROWER INITIALS _____

LENDER INITIALS _____



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: May 1, 2025

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

SUBJECT: Town Council approval of the FY 2025 Revenues and Expenditures Report for the period ending March 30, 2025.

BACKGROUND:

The attached Revenue and Expenditures Report is for the period January 1, 2025, through March 31, 2025. In all funds, the Original Budgeted figures are presented first with the actual expenditure and the variance between the budget and the actual listed last. The percentage of actual is the amount that has been received (or accrued in the case of state shared revenues) or the amount expended as a percentage of the budget for the period ending March 31, 2025. The report is prepared based on the actual accrued/adjusted revenues and expenditures for the month of March 2025.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Town Council approval of the FY 2025 Revenues and Expenditures Report for the period ending March 31, 2025.

General & Enterprise Funds

2024/2025 Financial Statements

As of March 31, 2025

50% of Fiscal Year

GENERAL FUND TOTALS	ORIGINAL BUDGET	FY 2024/2025 ACTUAL	(OVER) UNDER BUDGET	% OF BUDGET
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REVENUES

CASH CARRY FORWARD	\$0	\$0	\$0	0%
GENERAL GOVERNMENT REVENUE	\$1,870,927	\$975,276	\$895,651	52%
GENERAL STREETS REVENUE	\$1,207,984	\$224,656	\$983,328	19%
GENERAL RECREATION REVENUE	\$6,882,369	\$449,946	\$6,432,423	7%
GENERAL FIRE REVENUE	\$139,347	\$75,928	\$63,419	54%
GENERAL AIR PARK REVENUES	\$3,094,444	\$39,015	\$3,055,429	1%
SPECIAL REVENUE	\$302,997	\$102,797	\$200,200	34%
CAPITAL IMPROVEMENT	\$1,290,273	\$270,989	\$1,019,284	21%
WATER AND SEWER	\$6,239,502	\$877,466	\$5,362,036	14%

TOTAL REVENUES	\$21,027,843	\$3,016,072	\$18,011,771	14%
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EXPENDITURES

GENERAL GOVERNMENT EXPENDITURES	\$1,870,927	\$721,514	\$1,149,413	39%
GENERAL STREETS EXPENDITURES	\$1,207,984	\$227,722	\$980,262	19%
GENERAL RECREATION EXPENDITURES	\$6,882,369	\$432,449	\$6,449,920	6%
GENERAL FIRE EXPENDITURES	\$139,347	\$82,193	\$57,154	59%
GENERAL AIR PARK EXPENDITURES	\$3,094,444	\$518,902	\$2,575,542	17%
SPECIAL REVENUE EXPENDITURES	\$302,997	\$0	\$302,997	0%
CAPITAL IMPROVEMENT EXPENDITURES	\$1,290,273	\$293,747	\$996,526	23%
WATER AND SEWER EXPENDITURES	\$6,239,502	\$900,862	\$5,338,640	14%

TOTAL EXPENDITURES	\$21,027,843	\$3,177,390	\$17,850,453	15%
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Over/(Under)	\$	0	\$	(161,318)	\$	161,318
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GENERAL FUND REVENUES	ORIGINAL BUDGET	FY 2024/2025 ACTUAL	(OVER) UNDER BUDGET	% OF BUDGET
CASH CARRY FORWARD	\$0	\$0	\$0	0%
AD VALOREM TAXES	\$569,781	\$479,114	\$90,667	84%
UTILITY SERVICE TAX - ELECTRIC	\$78,500	\$37,414	\$41,086	48%
UTILITY SERVICE TAX - WATER	\$27,000	\$13,553	\$13,447	50%
UTILITY SERVICE TAX - PROPANE	\$12,000	\$5,882	\$6,118	49%
COMMUNICATION SERVICE TAX	\$120,655	\$63,702	\$56,953	53%
BUSINESS TAX RECEIPTS	\$30,000	\$4,229	\$25,771	14%
PEN & INT - BUSINESS TAX RECEIPTS	\$1,000	\$3,949	(\$2,949)	395%
BUILDING PERMITS	\$70,000	\$21,894	\$48,106	31%
FRANCHISE FEES - ELECTRIC	\$205,000	\$99,595	\$105,405	49%
ZONING REVENUE	\$35,000	\$11,513	\$23,487	33%
MOVE-ON PERMIT	\$100	\$400	(\$300)	400%
RADON	\$2,000	\$458	\$1,542	23%
BUSINESS LICENSE INSPECT	\$500	\$100	\$400	20%
MOBILE HOME INSPECTS	\$500	\$0	\$500	0%
FEMA REIMBURSEMENT - GENERAL	\$0	\$0	\$0	0%
DCA - COMMUNITY PLANNER	\$0	\$0	\$0	0%
STATE REVENUE SHARING	\$164,658	\$74,217	\$90,441	45%
MOBILE HOME LICENSES	\$3,500	\$2,687	\$813	77%
ALCOHOLIC BEVERAGE LICENSE	\$500	\$49	\$451	10%
LOCAL HALF CENT SALE TAX	\$244,283	\$115,606	\$128,677	47%
NASSAU COUNTY - GENERAL	\$0	\$0	\$0	0%
EDUCATIONAL ADMINISTRATIVE	\$5,000	\$326	\$4,674	7%
ELECTION QUALIFYING FEE	\$0	\$0	\$0	0%
FAX	\$100	\$1	\$99	1%
COPIES	\$50	\$12	\$39	23%
FIRE INSPECTIONS	\$5,000	\$1,557	\$3,443	31%
FINES & FORFEITURES - TRAFFIC	\$3,000	\$464	\$2,536	15%
VIOLATION OF LOCAL ORDINANCES	\$2,000	\$0	\$2,000	0%
INTEREST INCOME SBA	\$85,000	\$31,417	\$53,583	37%
INTEREST INCOME CKG	\$800	\$815	(\$15)	102%
EDUCATION IMPACT FEES	\$0	\$0	\$0	0%
SURPLUS MATERIALS - GENERAL	\$0	\$0	\$0	0%
HILLIARD DONATIONS	\$0	\$0	\$0	0%
NSF FEES - GENERAL	\$0	\$0	\$0	0%
MISCELLANEOUS REVENUE - GENERAL	\$5,000	\$3,635	\$1,365	73%
INTERFUND TRANS SALES TAX	\$200,000	\$2,689	\$197,311	1%
INTERFUND TRANS SPECIAL REVENUE	\$0	\$0	\$0	0%
INTERFUND TRANS DEBT SERVICE	\$0	\$0	\$0	0%
TOTAL REVENUES	\$1,870,927	\$975,276	\$895,651	52%

GENERAL FUND EXPENDITURES	ORIGINAL BUDGET	FY 2024/2025 ACTUAL	(OVER) UNDER BUDGET	% OF BUDGET
EXECUTIVE SALARIES	\$39,000	\$19,500	\$19,500	50%
FICA TAXES	\$2,984	\$1,492	\$1,492	50%
RETIREMENT CONTRIBUTIONS	\$20,711	\$10,355	\$10,356	50%
REGULAR SALARIES & WAGE	\$92,810	\$43,033	\$49,777	46%
FICA TAXES	\$7,100	\$3,150	\$3,950	44%
RETIREMENT CONTRIBUTIONS	\$32,038	\$14,855	\$17,183	46%
LIFE & HEALTH INSURANCE	\$20,318	\$11,852	\$8,466	58%
REGULAR SALARIES & WAGE	\$201,656	\$95,287	\$106,369	47%
PART TIME SALARIES & WAGES	\$0	\$0	\$0	0%
OVERTIME	\$7,000	\$1,967	\$5,033	28%
FICA TAXES	\$15,962	\$7,296	\$8,666	46%
RETIREMENT CONTRIBUTIONS	\$28,440	\$13,256	\$15,184	47%
LIFE & HEALTH INSURANCE	\$81,274	\$47,410	\$33,864	58%
WORKER'S COMPENSATION	\$5,658	\$4,244	\$1,414	75%
PROFESSIONAL SERVICES	\$50,000	\$21,014	\$28,986	42%
ACCOUNTING & AUDITING	\$22,000	\$1,583	\$20,418	7%
CLEANING CONTRACT	\$5,000	\$1,933	\$3,067	39%
TRAVEL & EDUCATION	\$15,000	\$7,084	\$7,916	47%
COMMUNICATIONS & FREIGHT	\$13,500	\$7,916	\$5,584	59%
UTILITY SERVICES	\$16,000	\$7,886	\$8,114	49%
RENTALS & LEASES	\$850	\$204	\$646	24%
INSURANCE	\$30,000	\$22,500	\$7,500	75%
REPAIRS & MAINTENANCE	\$35,000	\$26,229	\$8,771	75%
PROMOTIONAL ACT-PUBLIC NOTICE	\$5,000	\$3,707	\$1,293	74%
OTHER CURRENT OBLIGATIONS	\$1,000	\$0	\$1,000	0%
OFFICE SUPPLIES	\$0	\$0	\$0	0%
OPERATING SUPPLIES	\$33,293	\$10,646	\$22,647	32%
BOOKS, SUBSCRIP & PUBLICATIONS	\$28,000	\$22,337	\$5,663	80%
CAPITAL IMPROVEMENTS	\$0	\$0	\$0	0%
LAND	\$0	\$2,689	(\$2,689)	0%
BUILDINGS	\$200,000	\$0	\$200,000	0%
INFRASTRUCTURE	\$0	\$0	\$0	0%
MACHINERY & EQUIPMENT	\$0	\$0	\$0	0%
WORK IN PROGRESS (WIP)	\$0	\$0	\$0	0%
DOCUMENTS & MATERIALS	\$0	\$0	\$0	0%
BUILDING PERMIT SURCHARGE	\$1,000	\$0	\$1,000	0%
BANK SERVICE CHARGES	\$200	\$67	\$133	34%
LAND USE & ZONING BOARD	\$42,000	\$17,204	\$24,797	41%
FIRE MARSHALL CONTRACT	\$5,000	\$3,773	\$1,227	75%
BUILDING INSPECTOR	\$35,010	\$14,588	\$20,423	42%
CODE ENFORCEMENT	\$13,200	\$5,500	\$7,700	42%
CODE ENFORCEMENT CONTINGY	\$2,000	\$0	\$2,000	0%
AID TO GOVERNMENT AGENCY	\$0	\$0	\$0	0%
AID TO PRIVATE ORGANIZATION	\$6,000	\$5,110	\$890	85%
SPECIAL EVENTS	\$0	\$0	\$0	0%
RESERVE	\$185,399	\$0	\$185,399	0%
TRANSFERS TO STREETS	\$238,984	\$99,577	\$139,407	42%
TRANSFERS TO RECREATION	\$22,000	\$7,473	\$14,527	34%
TRANSFERS TO RECREATION	\$238,393	\$122,724	\$115,669	51%
TRANSFERS TO FIRE	\$72,147	\$36,074	\$36,074	50%
TRANSFERS TO WATER & SEWER	\$0	\$0	\$0	0%
TRANSFER TO DEBT SERVICE	\$0	\$0	\$0	0%
TRANSFER TO SALES TAX	\$0	\$0	\$0	0%
TOTAL EXPENDITURES	\$1,870,927	\$721,514	\$1,149,413	39%
TOTAL REVENUES	\$1,870,927	\$975,276	\$895,651	52%
Over/(Under)	\$0	\$253,762	(\$253,762)	

GENERAL STREETS REVENUES	ORIGINAL BUDGET	FY 2024/2025 ACTUAL	(OVER) UNDER BUDGET	% OF BUDGET
FEMA REIMBURSEMENTS - STREETS	\$0	\$0	\$0	0%
GAS TAX - STATE	\$1,000	\$0	\$1,000	0%
NASSAU COUNTY - STREETS	\$0	\$0	\$0	0%
CULVERT PERMITS - STREETS	\$30,000	\$2,397	\$27,603	8%
SURPLUS MATERIALS - STREETS	\$0	\$0	\$0	0%
MISCELLANEOUS REVENUE - STREETS	\$68,000	\$102,766	(\$34,766)	151%
STATE GRANT - FDOT ROW	\$285,000	\$0	\$285,000	0%
STATE GRANT - FL RES PLANNING	\$180,000	\$0	\$180,000	0%
INTERFUND TRANS GEN FUND	\$238,984	\$119,492	\$119,492	50%
INTERFUND TRANS SALES TAX	\$105,000	\$0	\$105,000	0%
INTERFUND TRANS SPECIAL REVENUE	\$300,000	\$0	\$300,000	0%
TOTAL REVENUES	\$1,207,984	\$224,656	\$983,328	19%

GENERAL STREETS EXPENDITURES	ORIGINAL BUDGET	FY 2024/2025 ACTUAL	(OVER) UNDER BUDGET	% OF BUDGET
REGULAR SALARIES & WAGES	\$189,509	\$66,556	\$122,953	35%
PART TIME SALARIES & WAGES	\$0	\$0	\$0	0%
OVERTIME	\$6,000	\$2,655	\$3,345	44%
FICA TAXES	\$14,956	\$4,966	\$9,990	33%
RETIREMENT CONTRIBUTIONS	\$26,648	\$9,533	\$17,115	36%
LIFE & HEALTH INSURANCE	\$81,274	\$28,784	\$52,490	35%
WORKER'S COMPENSATION	\$5,658	\$4,244	\$1,414	75%
PROFESSIONAL SERVICES	\$1,000	\$0	\$1,000	0%
TRAVEL & EDUCATION	\$2,000	\$0	\$2,000	0%
COMMUNICATIONS & FREIGHT	\$1,500	\$1,108	\$392	74%
UTILITY SERVICES	\$51,500	\$25,948	\$25,552	50%
RENTALS AND LEASES	\$5,000	\$947	\$4,053	19%
INSURANCE	\$31,439	\$23,579	\$7,860	75%
REPAIRS & MAINTENANCE	\$50,000	\$25,837	\$24,163	52%
PROMOTIONAL ACT-PUBLIC NOTICE	\$500	\$0	\$500	0%
OTHER CURRENT OBLIGATIONS	\$1,000	\$0	\$1,000	0%
OPERATING SUPPLIES	\$50,000	\$22,930	\$27,070	46%
ROAD MATERIALS & SUPPLIES	\$60,000	\$10,634	\$49,366	18%
CAPITAL IMPROVEMENTS	\$50,000	\$0	\$50,000	0%
BUILDING	\$0	\$0	\$0	0%
INFRASTRUCTURE	\$570,000	\$0	\$570,000	0%
MACHINERY & EQUIPMENT	\$0	\$0	\$0	0%
ANIMAL CONTROL	\$0	\$0	\$0	0%
OPERATING SUPP-MOSQUITO	\$10,000	\$0	\$10,000	0%
TRANSFER TO DEBT SERVICE	\$0	\$0	\$0	0%
TOTAL EXPENDITURES	\$1,207,984	\$227,722	\$980,262	19%
TOTAL REVENUES	\$1,207,984	\$224,656	\$983,328	19%
Over/(Under)	\$0	(\$3,067)	\$3,067	

GENERAL P&R REVENUES	ORIGINAL BUDGET	FY 2024/2025 ACTUAL	(OVER) UNDER BUDGET	% OF BUDGET
FEMA REIMBURSEMENTS - REC	\$0	\$0	\$0	0%
GRANTS DEP FRDAP - RECREATION	\$0	\$0	\$0	0%
MISC GRANTS - RECREATION	\$0	\$0	\$0	0%
GRANTS FDEM - HURRICANE SHELTER	\$5,890,200	\$0	\$5,890,200	0%
GRANTS DEP FRDAP - RECREATION	\$200,000	\$0	\$200,000	0%
NASSAU COUNTY - RECREATION	\$20,427	\$20,427	(\$0)	100%
PARKS & RECREATION - SPORT	\$0	\$0	\$0	0%
P&R - SOCCER	\$10,000	\$9,955	\$45	100%
P&R - BASKETBALL	\$20,000	\$26,490	(\$6,490)	132%
P&R - FLAG FOOTBALL	\$10,000	\$910	\$9,090	9%
P&R - SOFTBALL	\$1,000	\$0	\$1,000	0%
P&R - GYMNASTICS	\$14,000	\$5,670	\$8,330	41%
P&R - MARTIAL ARTS	\$0	\$0	\$0	0%
P&R - CONCESSIONS	\$2,000	\$2,191	(\$191)	110%
P&R - VOLLEYBALL	\$4,000	\$3,560	\$440	89%
P&R - SWIM TEAM	\$850	\$0	\$850	0%
P&R - TENNIS	\$500	\$0	\$500	0%
P&R - TRACK	\$500	\$0	\$500	0%
SPECIAL EVENTS & DONATIONS	\$12,000	\$0	\$12,000	0%
EVENTS - TOWN CLEAN UP	\$1,000	\$100	\$900	10%
EVENTS - CAR SHOW	\$2,500	\$0	\$2,500	0%
EVENTS - FIREWORKS DISPLAY	\$1,000	\$0	\$1,000	0%
EVENTS - HILLIARD HARVEST FESTIVAL	\$3,000	\$0	\$3,000	0%
EVENTS - VETERANS DAY	\$1,000	\$342	\$658	34%
EVENTS - PARADE OF TREES	\$2,500	\$1,500	\$1,000	60%
EVENTS - CHRISTMAS MARKET & TREE LIGHTING	\$2,000	\$1,400	\$600	70%
EVENTS - GOLF CART PARADES	\$1,000	\$205	\$795	21%
EVENTS - MISC EVENTS & DONATIONS	\$5,000	\$1,230	\$3,770	25%
EVENTS - MISC EVENTS & DONATIONS (WALL)	\$0	\$39,806	(\$39,806)	0%
PARKS & RECREATION - EVENT	\$0	\$0	\$0	0%
P&R - KIDZ SQUAD	\$55,000	\$52,915	\$2,085	96%
P&R - SUMMER CAMP	\$40,000	\$980	\$39,020	2%
P&R - SWIM LESSONS	\$7,500	\$0	\$7,500	0%
P&R - BASKETBALL CAMP	\$2,500	\$0	\$2,500	0%
P&R - FOOTBALL CAMP	\$1,000	\$0	\$1,000	0%
P&R - VOLLEYBALL CAMP	\$1,000	\$0	\$1,000	0%
PARKS & RECREATION - MEMBERS	\$0	\$0	\$0	0%
P&R - MONTHLY CHILD WATCH	\$250	\$0	\$250	0%
P&R - DRAFT MEMBERS	\$98,000	\$61,313	\$36,687	63%
P&R - SEMI MEMBERS	\$6,000	\$5,302	\$698	88%
P&R - ANNUAL MEMBERS	\$2,000	\$2,920	(\$920)	146%
P&R - DAILY MEMBERS	\$1,500	\$1,254	\$246	84%
P&R - HEALTHWAY FITNESS PRIME	\$1,000	\$53	\$948	5%
P&R - HEALTHWAY SILVER SNEAKERS	\$3,000	\$1,026	\$1,974	34%
P&R - POOL MEMBERS	\$12,000	\$0	\$12,000	0%
P&R - OPTUM MEMBERS	\$3,000	\$336	\$2,664	11%
P&R - ALL INCLUSIVE MEMBERS	\$2,000	\$1,165	\$835	58%
P&R - GROUP MEMBERS	\$500	\$0	\$500	0%
PARKS & RECREATION - RENTAL	\$0	\$0	\$0	0%
P&R - POOL & SPLASH RENTAL	\$7,000	\$0	\$7,000	0%
P&R - SPLASH PAD RENTAL	\$500	\$0	\$500	0%
P&R - LIFEGUARD(S) RENTAL	\$0	\$0	\$0	0%
P&R - GYM RENTAL	\$500	\$0	\$500	0%
P&R - BALL PARK RENTAL	\$300	\$0	\$300	0%
P&R - BUCK LG PAVILION RENTAL	\$400	\$195	\$205	49%
P&R - BUCK SM PAVILION RENTAL	\$250	\$55	\$195	22%
P&R - OXFORD PICNIC AREA	\$250	\$80	\$170	32%
P&R - CREDIT CARD FEE	\$5,000	\$3,283	\$1,717	66%
LEASE - NEXTEL TOWER	\$16,049	\$9,342	\$6,707	58%
SURPLUS MATERIALS - RECREATION	\$0	\$0	\$0	0%
MISCELLANEOUS REVENUE - REC	\$18,000	\$8,922	\$9,078	50%
INTERFUND TRANS GEN FUND	\$22,000	\$7,473	\$14,527	34%
INTERFUND TRANS GEN FUND	\$238,393	\$122,724	\$115,669	51%
INTERFUND TRANS SALES TAX	\$133,000	\$56,822	\$76,178	43%
TOTAL REVENUES	\$6,882,369	\$449,946	\$6,432,423	7%

GENERAL P&R EXPENDITURES	ORIGINAL BUDGET	FY 2024/2025 ACTUAL	(OVER) UNDER BUDGET	% OF BUDGET
AID TO PRIVATE ORGANIZATION	\$8,000	\$8,000	\$0	100%
REGULAR SALARIES & WAGES - FT	\$168,000	\$80,148	\$87,852	48%
REGULAR SALARIES & WAGES - PT	\$80,715	\$49,684	\$31,031	62%
TEMPORARY WAGES	\$45,000	\$0	\$45,000	0%
OVERTIME	\$500	\$961	(\$461)	192%
FICA TAXES	\$22,507	\$9,900	\$12,607	44%
RETIREMENT CONTRIBUTIONS	\$33,968	\$17,482	\$16,486	51%
LIFE & HEALTH INSURANCE	\$60,955	\$32,171	\$28,784	53%
WORKER'S COMPENSATION	\$5,658	\$4,244	\$1,414	75%
PROFESSIONAL SERVICES	\$500	\$0	\$500	0%
OTHER SERVICES	\$8,000	\$11,615	(\$3,615)	145%
TRAVEL & EDUCATION	\$1,000	\$0	\$1,000	0%
COMMUNICATIONS & FREIGHT	\$1,500	\$1,327	\$173	88%
UTILITY SERVICES	\$39,500	\$14,904	\$24,596	38%
RENTALS & LEASES	\$2,500	\$2,261	\$239	90%
INSURANCE	\$31,439	\$23,579	\$7,860	75%
REPAIRS & MAINTENANCE	\$18,000	\$13,515	\$4,485	75%
PROMOTIONAL ACT-PUBLIC NOTICE	\$1,000	\$431	\$569	43%
OTHER CURRENT OBLIGATION	\$0	\$0	\$0	0%
OFFICE SUPPLIES	\$0	\$0	\$0	0%
OPERATING SUPPLIES	\$60,000	\$48,491	\$11,509	81%
BOOKS, SUBSCRIP & PUBLICATIONS	\$0	\$0	\$0	0%
CAPITAL IMPROVEMENTS	\$0	\$0	\$0	0%
LAND	\$0	\$0	\$0	0%
BUILDINGS	\$5,965,200	\$73,750	\$5,891,450	1%
INFRASTRUCTURE	\$248,427	\$14,073	\$234,354	6%
MACHINERY & EQUIPMENT	\$30,000	\$5,999	\$24,001	20%
WORK IN PROGRESS (WIP)	\$0	\$0	\$0	0%
BANK SERVICE CHARGE	\$5,000	\$8,232	(\$3,232)	165%
SPECIAL EVENTS	\$45,000	\$4,250	\$40,750	26%
SPECIAL EVENTS (WALL)	\$0	\$7,433	(\$7,433)	0%
TOTAL EXPENDITURES	\$6,882,369	\$432,449	\$6,449,920	\$0
TOTAL REVENUES	\$6,882,369	\$449,946	\$6,432,423	7%
Over/(Under)	\$0	\$17,496	(\$17,496)	

GENERAL FIRE REVENUES	ORIGINAL BUDGET	FY 2024/2025 ACTUAL	(OVER) UNDER BUDGET	% OF BUDGET
FEMA REIMBURSEMENTS - FIRE	\$0	\$0	\$0	0%
GRANTS FORESTRY 50/50 - FIRE	\$0	\$0	\$0	0%
NASSAU COUNTY - FIRE	\$0	\$0	\$0	0%
FIRE PROTECTION SERVICES - NC	\$0	\$0	\$0	0%
SURPLUS MATERIALS - FIRE	\$0	\$0	\$0	0%
HVFD DONATIONS	\$1,200	\$1,200	\$0	100%
MISCELLANEOUS REVENUE - FIRE	\$0	\$0	\$0	0%
INTERFUND TRANS GEN FUND	\$72,147	\$36,074	\$36,074	50%
INTERFUND TRANS SALES TAX	\$66,000	\$38,654	\$27,346	59%
TOTAL REVENUES	\$139,347	\$75,928	\$63,419	54%

GENERAL FIRE EXPENDITURES	ORIGINAL BUDGET	FY 2024/2025 ACTUAL	(OVER) UNDER BUDGET	% OF BUDGET
WORKER'S COMPENSATION	\$5,658	\$4,244	\$1,414	75%
REIMBURSEMENT EXPENSE	\$4,250	\$4,250	\$0	100%
COMMUNICATIONS & FREIGHT	\$2,500	\$606	\$1,894	24%
UTILITY SERVICE	\$2,500	\$1,203	\$1,297	48%
RENTALS & LEASES	\$0	\$0	\$0	0%
INSURANCE	\$31,439	\$23,829	\$7,610	76%
REPAIRS & MAINTENANCE	\$9,000	\$3,563	\$5,437	40%
OFFICE SUPPLIES	\$0	\$0	\$0	0%
OPERATING SUPPLIES	\$15,000	\$3,422	\$11,578	23%
BOOKS, SUBSCRIP & PUBLICATIONS	\$3,000	\$2,423	\$577	81%
CAPITAL IMPROVEMENTS	\$20,000	\$0	\$20,000	0%
MACHINERY & EQUIPMENT	\$46,000	\$38,654	\$7,346	84%
TOTAL EXPENDITURES	\$139,347	\$82,193	\$57,154	59%
TOTAL REVENUES	\$139,347	\$75,928	\$63,419	54%
Over/(Under)	\$0	(\$6,266)	\$6,266	

GENERAL AIRPARK REVENUES	ORIGINAL BUDGET	FY 2024/2025 ACTUAL	(OVER) UNDER BUDGET	% OF BUDGET
GRANTS FAA - AIRPARK	\$1,048,000	\$0	\$1,048,000	0%
FEMA REIMBURSEMENT - AIRPARK	\$0	\$0	\$0	0%
GRANTS DOT - AIRPARK	\$2,001,444	\$14,015	\$1,987,429	1%
NASSAU COUNTY - AIRPARK	\$0	\$0	\$0	0%
HILLIARD AVIATION - AIRPARK	\$0	\$0	\$0	0%
SURPLUS MATERIALS - AIRPARK	\$0	\$0	\$0	0%
MISCELLANEOUS REVENUE - AIRPARK	\$0	\$0	\$0	0%
INTERFUND TRANS GEN FUND	\$0	\$0	\$0	0%
INTERFUND TRANS SALES TAX	\$45,000	\$25,000	\$20,000	56%
TOTAL REVENUES	\$3,094,444	\$39,015	\$3,055,429	1%

GENERAL AIRPARK EXPENDITURES	ORIGINAL BUDGET	FY 2024/2025 ACTUAL	(OVER) UNDER BUDGET	% OF BUDGET
COMMUNICATIONS & FREIGHT	\$0	\$0	\$0	0%
PROMOTIONAL ACTIVITIES	\$0	\$0	\$0	0%
OPERATING SUPPLIES	\$0	\$0	\$0	0%
LAND	\$1,903,444	\$518,902	\$1,384,542	27%
BUILDINGS	\$391,000	\$0	\$391,000	0%
INFRASTRUCTURE	\$800,000	\$0	\$800,000	0%
MACHINERY & EQUIPMENT	\$0	\$0	\$0	0%
WORK IN PROGRESS (WIP)	\$0	\$0	\$0	0%
DOCUMENTS & MATERIALS	\$0	\$0	\$0	0%
TRANSER TO AIRPARK	\$0	\$0	\$0	0%
TRANSFER TO SALES TAX	\$0	\$0	\$0	0%
TOTAL EXPENDITURES	\$3,094,444	\$518,902	\$2,575,542	\$0
TOTAL REVENUES	\$3,094,444	\$39,015	\$3,055,429	1%
Over/(Under)	\$0	(\$479,887)	\$479,887	

CAPITAL IMPROVEMENTS FUND REVENUES	ORIGINAL BUDGET	FY 2024/2025 ACTUAL	(OVER) UNDER BUDGET	% OF BUDGET
CASH CARRY FORWARD	\$695,900	\$0	\$695,900	0%
DISCRETIONARY SALES TAX	\$569,373	\$256,896	\$312,477	45%
INTEREST INCOME SBA	\$25,000	\$14,093	\$10,907	56%
TRANSFER FROM GENERAL	\$0	\$0	\$0	0%
TOTAL REVENUES	\$1,290,273	\$270,989	\$1,019,284	21%
BANK SERVICE CHARGES	\$0	\$0	\$0	0%
TRANSFER TO GEN GOV'T	\$200,000	\$2,689	\$197,311	1%
TRANSFER TO STREETS	\$105,000	\$0	\$105,000	0%
TRANSFER TO RECREATION	\$133,000	\$56,822	\$76,178	43%
TRANSFER TO FIRE	\$66,000	\$38,654	\$27,346	59%
TRANSFER TO WATER & SEWER	\$741,273	\$170,582	\$570,691	23%
TRANSFER TO AIRPARK	\$45,000	\$25,000	\$20,000	56%
RESERVE	\$0	\$0	\$0	0%
TOTAL EXPENDITURES	\$1,290,273	\$293,747	\$996,526	23%
Over/(Under)	\$0	(\$22,758)	\$22,758	

SPECIAL REVENUE REVENUES	ORIGINAL BUDGET	FY 2024/2025 ACTUAL	(OVER) UNDER BUDGET	% OF BUDGET
CASH CARRY FORWARD	\$100,000	\$0	\$100,000	0%
LOCAL OPTION GAS TAX - NEW 5 CENTS	\$79,588	\$40,637	\$38,951	51%
LOCAL OPTION GAS TAX	\$123,409	\$62,160	\$61,249	50%
TOTAL REVENUES	\$302,997	\$102,797	\$200,200	34%
INTERFUND TRANSFER TO STR	\$300,000	\$0	\$300,000	0%
RESERVE	\$2,997	\$0	\$2,997	0%
TOTAL EXPENDITURES	\$302,997	\$0	\$302,997	0%
Over/(Under)	\$0	\$102,797	(\$102,797)	

ENTERPRISE FUND REVENUES	ORIGINAL BUDGET	FY 2024/2025 ACTUAL	(OVER) UNDER BUDGET	% OF BUDGET
CASH CARRY FORWARD	\$0	\$0	\$0	0%
CDBG WM EXT - W&S	\$700,000	\$0	\$700,000	0%
RIF WM EXT - W&S	\$1,000,000	\$0	\$1,000,000	0%
GRANTS USDA RD - W&S	\$0	\$0	\$0	0%
FEMA REIMBURSEMENTS - W&S	\$0	\$0	\$0	0%
AMERICAN RECOVERY FUNDS	\$1,634,285	\$0	\$1,634,285	0%
GRANTS DEP SRF SEWER REHAB - W&S	\$652,310	\$0	\$652,310	0%
WATER UTILITY REVENUE	\$604,299	\$298,195	\$306,104	49%
SEWER UTILITY REVENUE	\$615,535	\$309,497	\$306,038	50%
TAP-ON FEES - W&S	\$86,500	\$15,300	\$71,200	18%
TRANSFER FEES - W&S	\$500	\$150	\$350	30%
TURN ON/OFF FEES - W&S	\$8,000	\$3,155	\$4,845	39%
WATER LINE EXTENSION FEES	\$20,000	\$4,019	\$15,981	20%
SEWER LINE EXTENSION FEE	\$30,000	\$0	\$30,000	0%
RECONNECT FEE - W&S	\$300	\$300	\$0	100%
INTEREST INCOME SBA	\$85,000	\$31,417	\$53,583	37%
INTEREST INCOME CKG	\$800	\$815	(\$15)	102%
LEASE - WATER TOWER	\$0	\$0	\$0	0%
SYSTEM DEVELOPMENT CHARGES	\$0	\$9,758	(\$9,758)	0%
SURPLUS MATERIALS - W&S	\$0	\$0	\$0	0%
NSF FEES - W&S	\$700	\$85	\$615	12%
PENALTIES - W&S	\$40,000	\$20,282	\$19,718	51%
METER TAMPERING FEES - W&S	\$0	\$150	(\$150)	0%
CONVENIENCE CHARGE	\$15,000	\$8,846	\$6,154	59%
MISCELLANEOUS REVENUE - W&S	\$5,000	\$1,329	\$3,671	27%
W&S DEVELOPMENT SINGLE LOT	\$0	\$1,840	(\$1,840)	0%
W&S DEVELOPMENT INVESTIGATION	\$0	\$636	(\$636)	0%
W&S SEPTIC TANK & WELL EXCEPTION	\$0	\$1,000	(\$1,000)	0%
ANNUAL ROYALTIES	\$0	\$110	(\$110)	0%
TRANS FROM GENERAL	\$0	\$0	\$0	0%
TRANS FROM SALES TAX	\$741,273	\$170,582	\$570,691	23%
TRANS FROM SPEC REVENUE	\$0	\$0	\$0	0%
LOANS - W&S	\$0	\$0	\$0	0%
TOTAL REVENUES	\$6,239,502	\$877,466	\$5,362,036	14%

ENTERPRISE FUND EXPENDITURES	ORIGINAL BUDGET	FY 2024/2025 ACTUAL	(OVER) UNDER BUDGET	% OF BUDGET
REGULAR SALARIES & WAGES	\$376,376	\$169,532	\$206,844	45%
PART TIME SALARIES & WAGES	\$0	\$0	\$0	0%
OVERTIME	\$16,000	\$5,175	\$10,825	32%
FICA TAXES	\$30,017	\$13,255	\$16,762	44%
RETIREMENT CONTRIBUTIONS	\$53,481	\$26,581	\$26,900	50%
LIFE & HEALTH INSURANCE	\$142,229	\$69,421	\$72,808	49%
WORKER'S COMPENSATION	\$5,658	\$4,244	\$1,414	75%
PROFESSIONAL SERVICES	\$32,000	\$19,219	\$12,781	60%
ACCOUNTING & AUDITING	\$22,000	\$1,583	\$20,418	7%
WASTE DISPOSAL	\$25,000	\$13,200	\$11,800	53%
TRAVEL & EDUCATION	\$5,000	\$0	\$5,000	0%
COMMUNICATIONS & FREIGHT	\$16,600	\$14,129	\$2,471	85%
WATER PLANT ELECTRICITY	\$25,000	\$9,813	\$15,187	39%
SEWER PLANT ELECTRICITY	\$95,000	\$40,093	\$54,907	42%
RENTALS & LEASES	\$5,000	\$0	\$5,000	0%
INSURANCE	\$31,439	\$23,579	\$7,860	75%
REPAIRS & MAINTENANCE	\$150,000	\$149,362	\$638	100%
PROMOTIONAL ACT-PUBLIC NOTICE	\$1,000	\$694	\$306	69%
OTHER CURRENT OBLIGATIONS	\$174,094	\$0	\$174,094	0%
OFFICE SUPPLIES	\$0	\$0	\$0	0%
OPERATING SUPPLIES	\$300,000	\$130,536	\$169,464	44%
BOOKS, SUBSCRIP & PUBLICATIONS	\$10,000	\$6,182	\$3,818	62%
AMORTIZATION EXPENSE	\$0	\$0	\$0	0%
DEPRECIATION EXPENSE	\$0	\$0	\$0	0%
CAPITAL IMPROVEMENTS	\$0	\$0	\$0	0%
LAND	\$0	\$0	\$0	0%
BUILDINGS	\$0	\$0	\$0	0%
INFRASTRUCTURE	\$3,945,893	\$176,082	\$3,769,811	4%
MACHINERY & EQUIPMENT	\$0	\$0	\$0	0%
WORK IN PROGRESS (WIP)	\$0	\$0	\$0	0%
INTEREST EXPENSE BONDS	\$90,715	\$0	\$90,715	0%
BAD DEBT EXPENSE	\$0	\$0	\$0	0%
BANK SERVICE CHARGES	\$15,000	\$18,181	(\$3,181)	121%
AID TO PRIVATE ORGANIZATION	\$10,000	\$10,000	\$0	100%
RESERVE	\$662,000	\$0	\$662,000	0%
TOTAL EXPENDITURES	\$6,239,502	\$900,862	\$5,338,640	14%
TOTAL REVENUES	\$6,239,502	\$877,466	\$5,362,036	\$0
Over/(Under)	\$0	\$23,396	(\$23,396)	



AGENDA ITEM REPORT

TOWN OF HILLIARD, FLORIDA

TO: Town Council Regular Meeting Meeting Date: May 1, 2025

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

SUBJECT: Town Council to set a date for Mr. Timothy Fisk's public records request to appear on the agenda.

BACKGROUND:

At the previous meeting, Mr. Fisk was unable to attend due to a medical emergency. As a result, Mr. Fisk's daughter requested that the Town Council move the item to the next meeting. The Town Council requested that an agenda item be added to the next meeting to determine a new date when Mr. Fisk can be present to discuss his item.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Town Council to set a date for Mr. Timothy Fisk's public records request to appear on the agenda.

EMAIL DATE	EMAIL TO	EMAIL FROM	INFORMATION
3/14/2025	TOH	FISK	Dropped off 4 page PRR and \$50 cash towards cost.
3/14/2025	ATTNY	CLERK	Forwarded 4 page PRR received for legal review.
3/17/2025	FISK	CLERK	Acknowledge receipt of extensive PRR and advised working on deposit estimate.
3/17/2025	CLERK	ATTNY	Advised that based on the 4 page PRR cost will exceed \$50. Plus Personnel Files have certain exemptions.
3/17/2025	ATTNY	CLERK	Asked when does PRR become harassment and that I did not feel safe with FISK and his daughter inside the office to video and photograph documents.
3/19/2025	CLERK	FISK	Cancelled oral portion of PRR from 3/14 then told me that it was not extensive and should not take long to fill and how to do it.
3/19/2025	FISK	CLERK	Filled 3/14/2025 page 4 of PRR in answering 3/19 email No agreement with NCSD and Financial Statements on website and where.
3/19/2025	ATTNY	CLERK	Forwarded FISK 3/19 email to ATTNY to keep him in loop.
3/19/2025	ATTNY	CLERK	Forwarded my response to fill page 4 PRR from FISK to keep ATTNY in loop.
3/25/2025	TOH	FISK	Dropped off 2 page PRR regarding getting items added to the Agenda.
3/25/2025	ATTNY	CLERK	Forwarded 2 page PRR received for legal review. Advised ATTNY that FISK said he was coming back Thursday for answer on how to get items added to the Agenda. I explained the process and asked if I could send to FISK.
3/25/2025	CLERK	ATTNY	Advised my response to FISK was good regarding the process for getting items on the Agenda.
3/26/2025	FISK	CLERK	Advised regarding 3/25/2025 PRR on getting items added to the Agenda.
4/3/2025	ATTNY	CLERK	Prior to Town Council Meeting advised that I had been pulling items together to fill FISK 3/14/2025 and 3/25/2025 PRR. Asked ATTNY if running a report was considered creating a public record and that I had already used up over the \$50 cash deposit from 3/14/2025, just gathering items to come up with cost estimate.
4/3/2025	TOH	FISK	At Town Council Meeting FISK filled out Agenda Item Request for Additions? Deletions from the Agenda. When Item came up FISK asked to add three items to the agenda from his 3/25/2025 PRR. 1st was dealt with during meeting, 2nd was added to next agenda and 3rd was to be placed on the 4/10/2025, monthly Workshop Agenda.
4/3/2025	CLERK	ATTNY	Following Town Council Meeting ATTNY advised that we would work on next week.
4/3/2025	ATTNY	CLERK	CLERK responded OK.
4/4/2025	ATTNY	CLERK	Forward both 3/14/2025 and 3/25/2025 PRR and deposit cost estimates for both PRR following working late to prepare both deposit cost estimates.
4/7/2025	CLERK	ATTNY	Agreed with 3/14/2025 and 3/25/2025 deposit cost estimates and questioned the deduction of .5 from staff time as per Town PRR Policy.
4/7/2025	ATTNY	CLERK	Forwarded revised deposit cost estimates showing deduction of .5 and math to get to total deposit cost estimates.
4/8/2025	FISK	CLERK	Sent both 3/14/2025 and 3/25/2025 PRR deposit cost estimates to FISK and advised that the \$50 cash deposit he made 3/14/2025 can be used towards these requests.

PUBLIC RECORD REQUEST TOWN OF HILLIARD 2011031425-01

A. I ALONG WITH HEATHER GATES WOULD LIKE TO INSPECT THE PERSONNEL FILES OF THE FOLLOWING; MS AUCIA HEAD (THERE IS VIDEO OF HER VAPING INSIDE THE TOWN HALL), MS LISA PURVIS FOR DISCIPLINE FILES AMONG OTHER FILES.

B I ALONG WITH HEATHER GATES WOULD LIKE TO INSPECT THE PERSONNEL FILE OF MR MICHAELS WHILE HE WAS PARKS AND RECREATION DIRECTOR.

THE INSPECTION OF THESE FILES MAY INCLUDE TAKING OF VIDEO AND PICTURES.

Timothy E. Fisk 3/14/25

TIMOTHY E. FISK 904-574-6974
27146 W 1ST AVE
HILLIARD FL 32046

RECEIVED
MAR 14 2025

ITEM-5

PUBLIC RECORD REQUEST TOWN OF HILLIARD
TOH031425-02

I REQUEST COPIES OF THE LAST 3
SAFETY ~~REPORT~~ INSPECTION REPORTS OF
PLAYGROUND EQUIPMENT AT ALL TOWN
PARKS EXCEPT FOR THE TOWN HALL
PARK.

I REQUEST INFORMATION AS TO EXACTLY
WHAT IS ADA COMPLIANT AT TOWN HALL
PARK AS WELL AS AT THE REC PARK

I'D LIKE COPIES OF CORRESPONDANCES
AS IT RELATED TO THE NEED TO REMOVE
THE SHARED USE PATH.

I'D LIKE COPIES THAT SHOWS THE COSTS
OF THE NEW SHARE USE PATH. I'D LIKE IT
TO BE SEPERATED INTO COST OF DEMO AND
REMOVAL AND PREP AND BUILD.

Timothy E. Fisk 3/14/25

TIMOTHY FISK

904-574-6974

27146 W 1ST AVE

HILLIARD FL
32046

TOWN OF HILLIARD

PUBLIC RECORD REQUEST TOH031425-03

I WOULD LIKE TO COPY OF THE
CHART OF ACCOUNTS FOR ACCOUNTS PAYABLE

I'D LIKE TO BE PROVIDED WITH A
LISTING OF ALL CREDIT CARDS AND
BUSINESSES THAT THE TOWN OF HILLIARD
HAS A LINE OF CREDIT WITH, SHOWING
CREDIT LIMITS, INTEREST RATES.

I'D LIKE TO SEE ALL ENTRIES
OF THE AFTER SCHOOL PROGRAMS

I'D LIKE TO SEE ALL ENTRIES AS
THEY RELATE TO THE SPORT PROGRAMS.

I'D LIKE TO SEE ALL ENTRIES AS
THEY RELATE TO ACCOUNTS MENTIONED IN
REQUEST B

THE INSPECTION OF FILES # C, D, AND E
MAY INCLUDE PHOTOGRAPHING AND VIDEOING.

TIMOTHY FISK

904-574-6974

27146 W 1ST AVE

HILLIARD FL 32046

Timothy E. Fisk

PUBLIC RECORD REQUEST TOH031425-04

A I'D LIKE A COPY OF THE CONTRACT
WITH THE SHERIFFS DEPARTMENT
ALLOWING THEM TO POLICE OUR ROADS.

B I'D LIKE TO KNOW WHAT THE NET
WORTH OF THIS TOWN FOR THE LAST
4 ~~YEARS~~ FISCAL YEARS AS WELL AS
IF DISSOLVED OUR TOWN TODAY.

Timothy E. Fisk
3/14/25

904-574-6974

TIMOTHY FISK
27146 W 1ST AVE
HILLIARD FL
32046

RECEIVED
MAR 14 2025
TOWN OF HILLIARD

03/14/2025 - PRR - TIMOTHY FISK

NCSD TIME - 2. \$100.00
 STAFF TIME - 3.5 - .50 = 3. \$79.17
 ATTNY TIME - 3. \$495.00
 TOTAL PRR ESTIMATE \$674.17

TOH031425-01**RESPONDED BY EMAIL 3/17/2025****A. INSPECT PERSONNEL FILES**

ALICIA HEAD	CONSULTING WITH ATTNY ON WHAT WILL NEED TO BE REDACTED PRIOR TO INSPECTION
LISA PURVIS	CONSULTING WITH ATTNY ON WHAT WILL NEED TO BE REDACTED PRIOR TO INSPECTION

B. INSPECT PERSONNEL FILES

JOE MICHAELS, P&R DIRECTOR	CONSULTING WITH ATTNY ON WHAT WILL NEED TO BE REDACTED PRIOR TO INSPECTION
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TOH031425-02

PLAYGROUND SAFETY INSPECTIONS	VISUAL INSPECTION ONLY
ADA COMPLIANT AT TOWN HALL PARK	RESTROOM BUILDING PARKING SPACE & PATH TO RESTROOM BUILDING PATHS BETWEEN PAVILION AND RESTROOM
ADA COMPLIANT AT REC PARK	RESTROOM BUILDING PARKING SPACE & PATH TO RESTROOM BUILDING PATHS BETWEEN PAVILION, ANNEX, SWIMMING POOL AND RESTROOM. SWIMMING POOL FACILITY PICNIC AREA SWING AT SWING SET
NEED TO REMOVE SHARED USE PATH	NA
ORIGINAL 4' WIDE CONCRETE PATH	\$18,000.00
REMOVAL AND REPLACEMENT OF 6' WIDE CONCRETE PATH (NC MUNICIPAL GRANT)	\$16,000.00

03/14/2025 - PRR - TIMOTHY FISK
TOH031425-03

CHART OF ACCOUTS FOR AP	22 PAGES CAN NOT BE SERATED BY AP VS AR OR ASSETS & LIABILITIES. STATE OF FLORIDA COMP CONTROLLER ACCOUNT NUMBERING SYSTEM.
CREDIT CARDS & BUSINESS	NO INTEREST RATE TOWN PAYS WITHIN 30 DAYS. SEB 4 AT \$5K EACH SAMS PAID MONTHLY IN FULL BUSINESS CAN BE FOUND ON GL OVER 500 PAGES EACH FISCAL YEAR
AFTERSCHOOL PROGRAM	NEED START AND END DATE
SPORTS PROGRAMS	NEED START AND END DATE
ACCOUNTS MENTIONED IN B	NO B LISTED
INSPECT FILES C, D & E	NO C, D & E LISTED
TOH031425-04	RESPONDED BY EMAIL 3/19/2025
A. COPY OF CONTRACT WITH NCSD	NA
B. NET WORTH OF TOWN	ON TOWN WEBSITE

Ms Purvis,

I DO NOT KNOW THE PROPER
METHOD FOR GETTING ITEMS
PUT ON OR ADDED TO THE
AGENDA. IF THIS DOES NOT SUFFICE
THEN COULD YOU PLEASE GET
ME THE PROPER WAY TO DO IT?

THANK YOU

Timothy Fisk

TIMOTHY FISK

27146 W 1ST AVE

HILLIARD FL. 32046

904-574-6974

RECEIVED
MAR 25 2025

TOWN OF HILLIARD

TOWN OF HI
I'D LIKE FOR 2 ITEMS TO
BE ADDED TO THE AGENDA FOR
THE NEXT TOWN REGULAR/BUSINESS
MEETING.

1) TRIP TO TALLAHASSEE

I'D LIKE TO ASK THE COUNCIL
TO MAKE A MOTION TO GIVE A
GAS STIPEND TO THOSE WHO DROVE
TO IT. SECONDLY I'D ASK THAT
SOMEONE MAKES A MOTION TO GIVE
ALL TOWN EMPLOYEES THAT WENT A
MEAL STIPEND.

2) I'D LIKE TO ASK THE COUNCIL
WHAT ARE THEIR PLANS ON THE
NEW TOWN HALL PARK AND ITS
SHARED USE PATH, IS NOT ADA
COMPLIANT, ALSO WHY IS THERE NOT
1 HANDICAP SPACE AT NOCKFORD?

THANK YOU - Truly E. Fisk

TIMOTHY FISK 27146 W 1ST AVE
MILLIARD FL 32046

904-574-6934

03/25/2025 - PRR - TIMOTHY FISK

STAFF TIME - .75 - .50 = .25 \$6.60
ATTNY TIME - .75 - .50 = .25 \$41.25
TOTAL PRR ESTIMATE \$47.85

PAGE 1 03/25/2025

1. TALLAHASSE TRIP ON AGENDA	RESPONDED BY EMAIL 3/26/2025
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2. TOWH HALL PARK CONCRETE PATH	RESPONDED BY EMAIL 3/26/2025
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PAGE 2 03/25/2025

1. ITEM ON AGENDA TALLAHASSE TRIP	RESPONDED BY EMAIL 3/26/2025
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2. ITEM ON AGENDA TOWN HALL PARK CONCRETE PATH	RESPONDED BY EMAIL 3/26/2025
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HANDICAP SPACE AT NORTH OXFORD ST PARK	1 SPACE
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HILLIARD TOWN COUNCIL MEETING

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

TOWN COUNCIL MEMBERS

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, APRIL 10, 2025, 6:00 PM

CALL TO ORDER

PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

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

ABSENT

Mayor John Beasley
Parks & Recreation Director Gabe Whittenburg
Town Attorney Christian Waugh

WORKSHOP

- ITEM-1 Town Council to hear information on Homestead protections within the State Constitution and consider how this affects Town Citizens.

Lee Anne Wollitz- Land Use Administrator

Land Use Administrator Lee Anne Wollitz provides information regarding the item on behalf of Martin Stratton, who is unable to attend due to work obligations. Martin Stratton, 37113 Ingham Road, Hilliard, is requesting to rezone his property from A-1 to R-1 and divide his 3-acre lot into two 2.5-acre parcels. His intent is to better protect his property under Article X, Section 4 of the Florida Constitution. The Town Council inquires whether there are alternative methods to protect his A-1 zoned property.

- ITEM-2 Town Council to hear report on NEFRC Community Visioning Initiative and provide feedback as to the Town' interest in the program.

Lee Anne Wollitz – Land Use Administrator

The Northeast Florida Regional Council (NEFRC) is initiating a visioning plan for small municipalities. The visioning process will proceed in five phases:

- Phase 1: Meet with town officials to identify community assets and introduce the process.
- Phase 2: Host community workshops and distribute an online survey.
- Phase 3: Draft a community vision statement and aligned action plan.
- Phase 4: Present the draft to the community and local government for feedback.
- Phase 5: Finalize the vision plan and develop strategies for project implementation.

The Town Council requests to hear feedback from those who are currently working with NEFRC, and for it to be added on the May 8, 2025, workshop.

ITEM-3 Town Council review and discussion of the Evergreen Solutions, LLC proposal to conduct a Classification & Compensation study.

Lisa Purvis, MMC – Town Clerk

The Town Council discusses the cost of the current compensation study in comparison to the previous one. They request that the study be based on municipalities with similar size and tax base and directed staff to explore additional firms to conduct the study. Findings are to be presented at the May 8, 2025, workshop.

ITEM-4 Town Council to review and discuss the sidewalk widths and uses at Town Hall Park.

Lisa Purvis, MMC – Town Clerk

Mr. Timothy Fisk not present.

The shared use path is located within a Town Park and requirements that Mr. Fisk has stated in previous meetings are the FDOT guidelines and not required for paths within public parks.

ITEM-5 Town Council to review and discuss the Public Records Request submitted by Timothy Fisk on March 14, 2025, and March 25, 2025.

Lisa Purvis, MMC – Town Clerk

Mr. Timothy Fisk not present.

Item to be placed on the April 17, 2025, Regular Meeting agenda.

ADDITIONAL COMMENTS

No additional comments.

ADJOURNMENT

Motion to adjourn at 6:44 p.m.

Motion made by Council Pro Tem Pickett, Seconded by Council President Sims.
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

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Dallis Hunter, Councilman

ADMINISTRATIVE STAFF

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Cory Hobbs, Interim Public Works Director
Gabe Whittenburg, Parks & Rec Director

TOWN ATTORNEY

Christian Waugh

MINUTES

THURSDAY, APRIL 17, 2025, 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
Councilman Jared Wollitz
Councilman Dallis Hunter
Councilman Joe Michaels

ABSENT

Council Pro Tem Lee Pickett

PUBLIC HEARING

ITEM-1 Ordinance No 2025-02 – Rezoning the property consisting of approximately 9.87 acres, more or less, located on the east side of Pine Street north of Henry Smith Road, more particularly describes in Attachment "A", Legal Description specifically described in Attachment "B" Written Description; and Attachment "C" Site Plan; Hilliard Florida, Nassau County Parcel ID No. 16-3N-24-0000-0021-0030; from Agricultural A-1 to PUD, Planned Unit Development; providing for severability, repealer, and setting an effective date.

Lee Anne Wollitz – Land Use Administrator

Mayor Beasley reads the title of Ordinance No. 2025-02.

Courtney Gaver, Attorney with Rogers Towers, reviews and discusses the changes made since the previous meeting.

Ben Buchannan, of Intact Construction Inc. and resident of 37242 Lee Street, speaks about proposed solutions for water and fire protection.

Open Public Hearing
Call for Public Comments

Deborah Mayo, 36151 Pine Street, Hilliard, expresses concern about potential noise from the pump station and its proximity to her home. She mentions that the well on the property has been non-functional for over five years and claims that the pond in the back connects to the wetlands due to water being drawn out by the previous owner. She also asserts that the property lines are inaccurate because spikes placed by the county were removed by the previous owner.

Close Public Hearing on Ordinance No. 2025-02

Following public comments, Motion to close Public Hearing at 7:11 p.m.

Motion made by Council President Sims, Seconded by Councilman Michaels.
Voting Yea: Council President Sims, Councilman Wollitz, Councilman Michaels
Voting Abstaining: Councilman Hunter

TOWN COUNCIL ACTION

Town Council adoption of Ordinance No. 2025-02, on Second & Final Reading.

Courtney Gaver affirms that the wetlands will be preserved in perpetuity and confirms plans to drill a new well and that all State permitting will be followed. Council President Sims asks Mr. Buchannan whether fire suppression will rely solely on the well if it proves functional.

Ben Buchannan responds, stating that the well is currently their primary focus and they are actively pursuing that option.

Motion made by Council President Sims, Seconded by Councilman Wollitz.
Voting Yea: Council President Sims, Councilman Wollitz, Councilman Hunter, Councilman Michaels

ITEM-2

Ordinance No 2025-03 – Establishing a tree mitigation fund for the Town of Hilliard, providing for fees collected from tree removal and associated activities, and providing for the use of such funds to promote tree conservation, preservation, and replacement

Lee Anne Wollitz – Land Use Administrator

Mayor Beasley reads the title of Ordinance No. 2025-03.

Open Public Hearing
Call for Public Comments

Close Public Hearing on Ordinance No. 2025-03

Following no public comments, Motion to close the Public Hearing at 7:15 p.m.

Motion made by Council President Sims, Seconded by Councilman Hunter.
Voting Yea: Council President Sims, Councilman Wollitz, Councilman Hunter,
Councilman Michaels

TOWN COUNCIL ACTION

Town Council adoption of Ordinance No. 2025-03, on Second & Final Reading.

Motion made by Councilman Hunter, Seconded by Councilman Michaels.
Voting Yea: Council President Sims, Councilman Wollitz, Councilman Hunter,
Councilman Michaels

ITEM-3 Ordinance No 2025-05 – Approving the confirmation of reservation of plant capacity and cost recovery agreement between the Town of Hilliard and Greenbrier Nassau, LLC.

Lee Anne Wollitz – Land Use Administrator

Mayor Beasley reads the title of Ordinance No. 2025-05.

Open Public Hearing
Call for Public Comments
Close Public Hearing on Ordinance No. 2025-05

Following no public comments, Motion to close the Public Hearing at 7:17 p.m.

Motion made by Councilman Hunter, Seconded by Council President Sims.
Voting Yea: Council President Sims, Councilman Wollitz, Councilman Hunter,
Councilman Michaels

TOWN COUNCIL ACTION

Town Council adoption of Ordinance No. 2025-05, on Second & Final Reading.

Land Use Administrator Lee Anne Wollitz states that Henry Vorpe is present to address any questions the Town Council may have and clarifies that the request pertains to any additional capacity for connection.

Motion made by Councilman Hunter, Seconded by Councilman Wollitz.
Voting Yea: Council President Sims, Councilman Wollitz, Councilman Hunter,
Councilman Michaels

PRESENTATIONS

ITEM-4 Town Council to hear input and update from the Nassau County Health Department regarding the Community Health Assessment and the Health Department.
Kenice Taylor – Community Health Division Director Nassau County Florida Department of Health

Kenice Taylor, Community Health Division Director, and Kyle Lind, General Services Operations Director, speak about the community health survey, which is designed to assess the current health status and needs of the county. The survey aims to identify existing resources and address any gaps in services. They encourage all residents and workers within Nassau County to participate to ensure that necessary services can be effectively provided.

REGULAR MEETING

ITEM-5 Additions/Deletions to Agenda

No additions to or deletions from the agenda.

ITEM-6 Town Council approval of Well Exception Application No. 20250324.1, allowing for a well to be placed within the Town Boundaries to serve a new dwelling unit at 0 Kings Ferry Road, Parcel ID No. 04-3N-24-0000-0004-0180.

Cory Hobbs – Interim Public Works Director

Motion made by Council President Sims, Seconded by Councilman Hunter.
Voting Yea: Council President Sims, Councilman Wollitz, Councilman Hunter, Councilman Michaels

ITEM-7 Town Council approval of Septic Exception Application 20250324.2, allowing for a septic tank to be placed within the Town Boundaries to serve a new dwelling unit at 0 Kings Ferry Road. Parcel ID No. 04-3N-24-0000-0004-0180.

Cory Hobbs – Interim Public Works Director

Motion made by Councilman Hunter, Seconded by Councilman Wollitz.
Voting Yea: Council President Sims, Councilman Wollitz, Councilman Hunter, Councilman Michaels

ITEM-8 Town Council approval to adopt Resolution No. 2025-06, Electing to not exempt property under Section 196.1978(3)(D)1.A., Florida Statutes, commonly known as the "Live Local Act Property Tax Exemption"; and providing for an effective date.

Lee Anne Wollitz – Land Use Administrator

Mayor Beasley reads the title of Resolution No. 2025-06.

Land Use Administrator Lee Anne Wollitz provides an explanation of the item.
Town Attorney Christian Waugh explains that the Resolution can only take effect at specific times.

Motion made by Councilman Wollitz, Seconded by Council President Sims.
Voting Yea: Council President Sims, Councilman Wollitz, Councilman Hunter, Councilman Michaels

ITEM-9 Town Council to consider Ordinance No. 2025-06, an Ordinance approving Resolution No. 2024-21 concerning Project No. 45030, Loan Agreement, pledged revenues, and designation of an authorized representative. Adopting on

First Reading and setting the Public Hearing & Final Reading for May 15, 2025.
Lisa Purvis, MMC – Town Clerk

Mayor Beasley reads the title of Ordinance No. 2025-06.

Motion made by Councilman Hunter, Seconded by Council President Sims.
 Voting Yea: Council President Sims, Councilman Wollitz, Councilman Hunter,
 Councilman Michaels

ITEM-10 Town Council approval of the Interim Public Works Director's recommendation to fill the vacant Public Works Technician position.

Cory Hobbs – Interim Public Works Director

Motion to approve with a one-step pay increase after 90 days.

Motion made by Councilman Wollitz, Seconded by Councilman Michaels.
 Voting Yea: Council President Sims, Councilman Wollitz, Councilman Hunter,
 Councilman Michaels

ITEM-11 Town Council to review and accept the Land Use Administrator's Quarterly Report for January 1, 2025, through March 31, 2025.

Lee Anne Wollitz – Land Use Administrator

Motion made by Council President Sims, Seconded by Councilman Wollitz.
 Voting Yea: Council President Sims, Councilman Wollitz, Councilman Hunter,
 Councilman Michaels

ITEM-12 Town Council to review and accept the Building Official's Quarterly Report for January 1, 2025, through March 31, 2025.

Bryan Higginbotham – Building Official

Motion made by Councilman Hunter, Seconded by Council President Sims.
 Voting Yea: Council President Sims, Councilman Wollitz, Councilman Hunter,
 Councilman Michaels

ITEM-13 Town Council to review and accept the Code Enforcement Officer's Quarterly Report for January 1, 2025, through March 31, 2025.

Delvin Miley, Jr. – Code Enforcement Officer

Motion made by Council President Sims, Seconded by Councilman Hunter.
 Voting Yea: Council President Sims, Councilman Wollitz, Councilman Hunter,
 Councilman Michaels

ITEM-14 Town Council to review and discuss the Public Records Request submitted by Timothy Fisk on March 14, 2025, and March 25, 2025.

Lisa Purvis, MMC – Town Clerk

Heather Gates, of 27306 West Fifth Avenue, Hilliard, requests that the item be tabled until Mr. Fisk—who was unable to attend due to a medical emergency—can be present. She also expresses concern regarding the emails that he received, stating they were rude.

Motion to place the item on the next agenda to set an agenda date that Mr. Fisk can attend.

Motion made by Council President Sims, Seconded by Councilman Hunter.
Voting Yea: Council President Sims, Councilman Wollitz, Councilman Hunter, Councilman Michaels

- ITEM-15 Town Council approval of the Minutes for the March 27, 2025, Workshop, and the April 3, 2025, Regular Meeting.
Lisa Purvis, MMC – Town Clerk

Motion made by Council President Sims, Seconded by Councilman Hunter.
Voting Yea: Council President Sims, Councilman Wollitz, Councilman Hunter, Councilman Michaels

- ITEM-16 Town Council approval of AECOM Technical Services, Inc., Payable through April 4, 2025, Project Name: Environmental Assessment for the North and South Property Acquisitions at the Hilliard Airpark in the amount of \$4,400.00.
FDOT PTGA 100% GRANT FUNDED PROJECT \$55,000; AECOM S.A. NO. 21 LUMP SUM CONTRACT \$55,000

Motion made by Councilman Hunter, Seconded by Councilman Wollitz.
Voting Yea: Council President Sims, Councilman Wollitz, Councilman Hunter, Councilman Michaels

- ITEM-17 Town Council approval of PQH Group, Payable through April 4, 2025, Project Name: Hurricane Shelter / Community Center Project in the amount of \$15,000.00.
FDEM 100% GRANT FUNDED PROJECT LUMP SUM CONTRACT \$572,000

Motion made by Councilman Wollitz, Seconded by Councilman Hunter.
Voting Yea: Council President Sims, Councilman Wollitz, Councilman Hunter, Councilman Michaels

- ITEM-18 Town Council approval of W.W. Gay Fire Protection, Inc., Payable through March 31, 2025, Project Name: Fire Hydrant Flow Tests in the amount of \$11,616.00.
CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$10,000

Councilman Hunter inquiries about the results of the flow tests.
Interim Public Works Director Cory Hobbs responds that Administrative Assistant Dawn Carroll has been handling the matter and will provide the results once they are received.

Motion made by Councilman Wollitz, Seconded by Councilman Hunter.
Voting Yea: Council President Sims, Councilman Wollitz, Councilman Hunter, Councilman Michaels

ADDITIONAL COMMENTS

PUBLIC

No public comments.

MAYOR & TOWN COUNCIL

Councilman Wollitz, shares that he visited the Vietnam Veteran's Memorial Wall at the Fairgrounds, noting the impressive amount of work that went into the project. He expresses his excitement that the Town, along with other organizations, were able to help bring this meaningful tribute to Nassau County.

Councilman Michaels, reports a near-accident involving a child driving a golf cart, emphasizing the seriousness of the situation.

Mayor Beasley, responds by stating he will contact the Nassau County Sheriff's Office and alert them to the incident so that they may patrol the area frequently.

Councilman Hunter, also praises the Vietnam Veteran's Memorial Wall, calling it a powerful tribute.

Mayor Beasley, agrees, describing the Memorial Wall as an amazing and moving sight.

ADMINISTRATIVE STAFF

PRESENT:

Town Clerk Lisa Purvis

Interim Public Works Director Cory Hobbs

ABSENT:

Parks & Recreation Director Gabe Whittenburg (Soccer)

Interim Public Works Director Cory Hobbs, commends Public Information Officer & Event Coordinator Alicia Head for the excellent work she is doing. He adds that the Public Works Department is providing full support to her efforts and expresses his belief that this initiative will be highly beneficial to the community.

TOWN ATTORNEY

No comment.

ADJOURNMENT

Motion to adjourn at 7:37 p.m.

Motion made by Council President Sims, Seconded by Councilman Michaels.

Voting Yea: Council President Sims, 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

INVOICE**BURDENS OVERHEAD DOORS
INC.**10418 New Berlin Rd Unit 222
Jacksonville, FL 32226burdensdoors@gmail.com
+1 (904) 757-3033
www.burdensdoorsjax.com**Bill to**Hilliard V.Fire Dept.
15859 CR 108
Hilliard, FL 32046**Ship to**Hilliard V.Fire Dept.
15859 CR 108
Hilliard, FL 32046
Jerry Johnson**Invoice details**

Rep: Matt M / Aaron

Invoice no.: 47883

Terms: Net 30 days

Invoice date: 04/23/2025

Due date: 05/23/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	02/19/2025	10x10	10'2"x10 CHI 3240 zone 3 gray solid	3	\$1,430.00	\$4,290.00
2.	02/19/2025	12x10	12'2"x10 CGI 3240 Zone 3 gray solid	3	\$1,625.00	\$4,875.00
3.	02/19/2025	install	Labor to install 10'2"x10, 12'2"x10	6	\$500.00	\$3,000.00
4.	02/19/2025	Brackets	Bracket mount / angle mount **** per door ****	1	\$200.00	\$200.00
5.	02/19/2025	Opener	Opener LM T501L5 10' includes installation	6	\$1,200.00	\$7,200.00

Total**\$19,565.00****Ways to pay**Thank you for your business, we accept the following payments by
credit card and ACH.

Checks can be mailed to:

10418 NEW BERLIN RD
UNIT 222
JACKSONVILLE FL 32226

Note to customer

Thank you for your business

View and pay