

# HILLIARD TOWN COUNCIL MEETING

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

## TOWN COUNCIL MEMBERS

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

## ADMINISTRATIVE STAFF

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

## TOWN ATTORNEY

Christian Waugh

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## AGENDA

**THURSDAY, MARCH 21, 2024, 7:00 PM**

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### NOTICE TO PUBLIC

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

### PLEDGE OF CIVILITY

WE WILL BE RESPECTFUL OF ONE ANOTHER  
EVEN WHEN WE DISAGREE.

WE WILL DIRECT ALL COMMENTS TO THE ISSUES.

WE WILL AVOID PERSONAL ATTACKS.

***"Politeness costs so little." – ABRAHAM LINCOLN***

## CALL TO ORDER

## PRAYER & PLEDGE OF ALLEGIANCE

## ROLL CALL

## REGULAR MEETING

**ITEM-1** Additions/Deletions to Agenda

**ITEM-2** Town Council approval to adopt Resolution No. 2024-05, accepting a Florida Department of Transportation offer of a State-Funded Grant Agreement and authorizing and directing the Hilliard Town Council to accept such agreement.  
***Lisa Purvis, MMC – Town Clerk***

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

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

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

**ITEM-6**

Town Council approval of Core & Main, Payable through March 4, 2024, Project Name: Culverts & Drainage Improvements, in the amount of \$36,501.98.

**CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$36,501.98**

**ITEM-7**

Town Council approval of Energy Engineering Systems, Payable through March 3, 2024, Project Name: WWTP Panel View in the amount of \$1,537.00.

**CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$8,267.00**

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

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

**ADA NOTICE**

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special

accommodations to participate in this meeting should contact the Town Clerk's Office at (904) 845-3555 at least seventy-two hours in advance to request such accommodations.

### **APPEALS**

Pursuant to the requirements of Section 286.0105, Florida 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.

### **2024 HOLIDAYS**

#### **TOWN HALL OFFICES CLOSED**

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



## AGENDA ITEM REPORT

### TOWN OF HILLIARD, FLORIDA

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TO: Town Council Regular Meeting

Meeting Date: March 21, 2024

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

SUBJECT: Town Council approval to adopt Resolution No. 2024-05, accepting a Florida Department of Transportation offer of a State-Funded Grant Agreement and authorizing and directing the Hilliard Town Council to accept such agreement.

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#### **BACKGROUND:**

Legislative Appropriations were awarded to the Town of Hilliard in 2023, for the Construction and Contract, Engineering and Inspection (CEI) of West Sixth Street from US Highway 1 to Orange Street in the amount of \$750,000.

#### **FINANCIAL IMPACT:**

Grant funds \$750,000.

#### **RECOMMENDATION:**

Town Council adoption of Resolution No. 2024-05, accepting a FDOT State-Funded Grant Agreement and authorizing the signing of such agreement in the amount of \$750,000 for the construction and CEI of West Sixth Street.

## RESOLUTION NO. 2024-05

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

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

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

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

**WHEREAS**, the estimated total cost of the Project is \$750,000 and the State of Florida Department of Transportation agrees to participate in the Project cost up to the maximum amount of \$750,000 and the Department's participation of which shall be at one hundred percent (100%) or \$750,000 of the related to eligible cost; and

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

**NOW THEREFORE**, be it resolved, as follows:

1. The Town of Hilliard confirms its desire to enter into a State-Funded Grant Agreement with the State of Florida Department of Transportation; and
2. Local project funds will initially be available for the project equating to one hundred percent (100%) or \$750,000 of the related to eligible cost; and
3. The Council President Kenneth A. Sims, Town Clerk Lisa Purvis, and Mayor John P. Beasley, are hereby authorized to execute this Resolution on behalf of the Town of Hilliard; and
4. The Council President, Town Clerk and Mayor, of the Town of Hilliard, Kenneth A. Sims, Lisa Purvis and John P. Beasley, are herein specifically authorized to enter into and sign such documents as may be necessary, including the referenced State-Funded Grant Agreement, future modifications, time extensions, and project scope changes with the State of Florida Department of Transportation.

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

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

ATTEST:

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

APPROVED:

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

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FPN: <u>453205-1-54-01</u>	Fund: <u>GR24</u> Org Code: <u>55024010206</u>	FLAIR Category: <u>088862</u> FLAIR Obj: <u>750000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>74- Nassau</u>	Contract No: _____	Vendor No: <u>F591863042053</u>

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

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

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

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

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

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

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
  - a. The estimated cost of the Project is \$750,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$750,000.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
    - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and



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

**7. Compensation and Payment:**

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

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

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

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

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

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

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

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

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

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

**8. General Requirements:**

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

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

**9. Contracts of the Recipient**

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

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

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

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

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

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

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

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

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

☐ shall

☒ shall not

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

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

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

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Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto: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](mailto:flaudgen_localgovt@aud.state.fl.us)

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

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

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

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

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

**14. Indemnification and Insurance:**

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

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



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

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

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

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

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

**15. Miscellaneous:**

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

**16. Exhibits.**

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

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

**g. Exhibit and Attachment List**

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

\*Additional Exhibit(s):

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

*The remainder of this page intentionally left blank.*

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

RECIPIENT Town of Hilliard

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor

By: \_\_\_\_\_  
Name: Greg Evans  
Title: District Two Secretary

Legal Review:

By: \_\_\_\_\_  
Name: Angela Hensel

**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 453205-1-54-01

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

**PROJECT LOCATION:**

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

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

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

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

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

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

Construction contract to be let by December 31, 2025  
Construction to be completed by June 30, 2027

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

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

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

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**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> Nassau County BOCC 76347 Veteran's Way Ste. 4000 Yulee, FL 32097		<b>FINANCIAL PROJECT NUMBER:</b> 453205-1-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
<b>Design- Phase 34</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Right-of-Way- Phase 44</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction- Phase 54</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction Engineering and Inspection - Phase 64</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>(Phase : 54 Construction &amp; CEI)</b>	Maximum Department Participation (GR24)	\$750,000.00	\$	\$750000.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$750,000.00 %	\$ 0.00 %	\$750,000.00 %	
<b>TOTAL COST OF THE PROJECT</b>		\$750,000.00	\$ 0.00	\$750,000.00	

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

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

Kim Evans

District Grant Manager Name

Signature

Date

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**EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

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

**NOTICE OF COMPLETION**

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 Between  
 THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
 and NASSAU COUNTY

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

FPID#: 453205-1-54-01

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

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

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

By: \_\_\_\_\_, \_\_\_\_\_ P.E.

SEAL:

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

Date: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

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



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

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

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

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

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

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

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT J****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation

**State Project Title and CSFA Number:**

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☒ Local Transportation Projects, 55.039

**\*Award Amount:** \$750,000.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



## AGENDA ITEM REPORT

### TOWN OF HILLIARD, FLORIDA

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TO: Town Council Regular Meeting Meeting Date: March 21, 2024

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

SUBJECT: Town Council approval of the capital purchase of a Kawasaki Rebel 72" FX1000 35 HP in the amount of \$9,463.30 from Franklin Equipment Sales.

---

#### **BACKGROUND:**

This is a capital item that has been budgeted for 2023-2024 fiscal year. The current P&R Mower is the oldest in the town fleet. The SCAG mower in use for the Parks has a significant hydraulic leak that requires additional cost in oil each time the mower is used.

#### **FINANCIAL IMPACT:**

This is a budgeted capital item for the Parks & Recreation Department.  
\$9,463.30

#### **RECOMMENDATION:**

Town Council approval of the capital purchase of a Kawasaki Rebel 72" FX1000 35 HP in the amount of \$9,463.30 from Franklin Equipment Sales.

## Q U O T A T I O N

PAGE: 1

FRANKLIN EQUIPMENT SALES  
P.O. Box 610  
551797 US Hwy 1  
Hilliard, FL 32046 USA  
Phone #: (904)675-9129  
Fax #: (904)675-9135

PHONE #: (904)845-3555  
CELL #: (904)813-1221  
ALT. #: (904)845-1221  
P.O.#: GABE 72" BAD BOY  
TERMS: Net 30  
SALES TYPE: Quote

DATE: 3/13/2024  
ORDER #: 53602  
CUSTOMER #: 100011  
CP: Greg F  
LOCATION: 1  
STATUS: Active

**BILL TO 100011**

Town of Hilliard  
15859 C.R 108  
PO Box 249  
Hilliard, FL 32046 USA

**SHIP TO**

Town of Hilliard  
15859 C.R 108  
PO Box 249  
Hilliard, FL 32046 USA

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
BAD	BRB7235KA	Rebel 72" Kawasaki FX1000 35HP (BID ASSIST)	1	\$13,519.00	\$9,463.30	\$9,463.30

Prices reflected on this quote are valid for 15 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

ALL USED EQUIPMENT IS SOLD AS IS WITH NO IMPLIED OR EXPRESSED WARRANTY.

SUBTOTAL:	\$9,463.30
TAX:	\$0.00
ORDER TOTAL:	<u>\$9,463.30</u>

Authorized By: \_\_\_\_\_



## AGENDA ITEM REPORT

### TOWN OF HILLIARD, FLORIDA

---

TO: Town Council Regular Meeting

Meeting Date: March 21, 2024

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

SUBJECT: Town Council approval of the FY 2024 Revenues and Expenditures Report for the period ending December 31, 2023.

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#### **BACKGROUND:**

The attached Revenue and Expenditures Report is for the period October 1, 2023, through December 31, 2023. In all funds, the budgeted figures are presented first with the actual expenditures and the variance between the budget and 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 December 31, 2023. The report is prepared on a modified accrual basis with state shared revenues for the month of December 2023 (received in January 2024) accrued for the month of December 2023.

#### **FINANCIAL IMPACT:**

None.

#### **RECOMMENDATION:**

Town Council approval of the FY 2024 Revenues and Expenditures Report for the Period Ending December 31, 2023.

**GENERAL FUND  
REVENUES AND EXPENDITURES  
AS OF DECEMBER 31, 2023  
25% OF YEAR**

<b>GENERAL FUND REVENUES</b>	<b>ORIGINAL BUDGET</b>	<b>FY 2023/2024 ACTUAL</b>	<b>(OVER) UNDER BUDGET</b>	<b>% OF BUDGET</b>
<b>CASH CARRY FORWARD</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>#DIV/0!</u>
<b>GENERAL GOVERNMENT REVENUE</b>				
AD VALOREM TAXES	471,951	358,867	113,084	76.04%
UTILITY SERVICE TAX - ELECTRIC	75,000	14,577	60,423	19.44%
UTILITY SERVICE TAX - WATER	23,000	6,655	16,345	28.93%
UTILITY SERVICE TAX - PROPANE	10,500	1,320	9,180	12.57%
<b>COMMUNICATION SERVICE TAX</b>	<b>103,114</b>	<b>29,588</b>	<b>73,526</b>	<b>28.69%</b>
BUSINESS TAX RECEIPTS	30,000	6,412	23,588	21.37%
PEN & INT - BUSINESS TAX RECEIPT	1,000	264	736	26.39%
BUILDING PERMITS	70,000	7,833	62,167	11.19%
FRANCHISE FEES - ELECTRIC	200,000	50,068	149,932	25.03%
ZONING REVENUE	35,000	21,723	13,277	62.07%
MOVE-ON PERMIT	100	0	100	0.00%
RADON	2,000	347	1,653	17.37%
BUSINESS LICENSE INSPECT	500	25	475	5.00%
MOBILE HOME INSPECTS	500	0	500	0.00%
<b>STATE REVENUE SHARING</b>	<b>162,756</b>	<b>39,900</b>	<b>122,856</b>	<b>24.52%</b>
MOBILE HOME LICENSES	1,000	2,295	(1,295)	229.47%
ALCOHOLIC BEV LICENSE	500	0	500	0.00%
<b>LOC HALF CENT SALE TAX</b>	<b>240,080</b>	<b>59,907</b>	<b>180,173</b>	<b>24.95%</b>
EDUCATIONAL ADMINISTRATIVE	5,000	0	5,000	0.00%
FAX	100	0	100	0.00%
COPIES	50	1	49	2.70%
FIRE INSPECTIONS	5,000	450	4,550	9.00%
FINES & FORFEITURES	3,000	194	2,806	6.47%
VIOLATION OF LOCAL ORDINANCE	2,000	0	2,000	0.00%
INTEREST INCOME SBA	85,000	24,690	60,310	29.05%
INTEREST INCOME CKG	250	206	44	82.44%
SURPLUS MATERIALS - GENERAL	0	0	0	0.00%
NSF FEES - GENERAL	0	0	0	0.00%
MISCELLANEOUS REVENUE - GEN	5,000	57,544	(52,544)	1150.87%
	<b><u>1,532,401</u></b>	<b><u>682,866</u></b>	<b><u>849,535</u></b>	<b><u>44.56%</u></b>
<b>TRANSFERS:</b>				
INTERFUND TRANS SALES TAX - GEN	269,330	0	269,330	0.00%
<b>SUB TOTAL TRANSFERS</b>	<b><u>269,330</u></b>	<b><u>0</u></b>	<b><u>269,330</u></b>	<b><u>0.00%</u></b>
<b>TOTAL REVENUES</b>	<b><u>1,801,731</u></b>	<b><u>682,866</u></b>	<b><u>1,118,865</u></b>	<b><u>37.90%</u></b>



GENERAL FUND EXPENDITURES	ORIGINAL BUDGET	FY 2023/2024 ACTUAL	(OVER) UNDER BUDGET	% OF BUDGET
<b>GENERAL GOVERNMENT EXPENDITURES</b>				
<b>PERSONNEL EXPENSES:</b>				
EXECUTIVE SALARIES	39,000	9,750	29,250	25.00%
FICA TAXES	2,984	746	2,238	25.00%
RETIREMENT CONTRIBUTIONS	18,000	5,178	12,822	28.77%
REGULAR SALARIES & WAGE	90,230	18,542	71,688	20.55%
FICA TAXES	6,903	1,609	5,294	23.31%
RETIREMENT CONTRIBUTIONS	31,148	6,401	24,747	20.55%
LIFE & HEALTH INSURANCE	19,379	6,460	12,919	33.33%
REGULAR SALARIES & WAGE	154,419	32,989	121,430	21.36%
OVERTIME	7,000	1,277	5,723	18.24%
FICA TAXES	12,349	3,048	9,301	24.69%
RETIREMENT CONTRIBUTIONS	21,905	4,650	17,255	21.23%
LIFE & HEALTH INSURANCE	58,137	9,690	48,447	16.67%
WORKER'S COMPENSATION	5,189	2,595	2,595	50.00%
	<b>466,643</b>	<b>102,933</b>	<b>363,711</b>	<b>22.06%</b>
<b>OPERATING EXPENSES:</b>				
PROFESSIONAL SERVICES	54,000	9,457	44,544	17.51%
ACCOUNTING & AUDITING	19,000	0	19,000	0.00%
CLEANING CONTRACT	4,640	773	3,867	16.67%
TRAVEL & EDUCATION	15,000	1,612	13,388	10.74%
COMMUNICATIONS & FREIGHT	15,000	4,665	10,335	31.10%
UTILITY SERVICES	13,000	3,015	9,985	23.19%
RENTALS & LEASES	850	0	850	0.00%
INSURANCE	29,190	14,795	14,395	50.68%
REPAIRS & MAINTENANCE	20,000	13,700	6,300	68.50%
PROMOTIONAL ACT-PUB NOTIC	5,000	933	4,067	18.66%
OTHER CURRENT OBLIGATIONS	1,000	0	1,000	0.00%
OPERATING SUPPLIES	32,481	7,971	24,510	24.54%
BOOKS, SUBSCRIP & PUBLIC	20,000	11,056	8,944	55.28%
BUILDING PERMIT SURCHARGE	1,000	0	1,000	0.00%
BANK SERVICE CHARGES	200	18	182	9.20%
LAND USE & ZONING BOARD	45,000	6,488	38,513	14.42%
FIRE MARSHALL CONTRACT	5,000	2,140	2,860	42.80%
BUILDING INSPECTOR	33,990	5,665	28,325	16.67%
CODE ENFORCEMENT	13,200	2,200	11,000	16.67%
CODE ENFORCEMENT CONTINGY	0	0	0	0.00%
	<b>327,551</b>	<b>84,486</b>	<b>243,065</b>	<b>25.79%</b>
<b>SUB TOTAL OPERATING EXPENSES</b>	<b>794,194</b>	<b>187,419</b>	<b>606,775</b>	<b>23.60%</b>
<b>GENERAL GOVERNMENT EXPENDITURES</b>				
<b>CAPITAL IMPROVEMENTS:</b>				
LAND	0	0	0	0.00%
BUILDINGS	200,000	0	200,000	0.00%
INFRASTRUCTURE	0	0	0	0.00%
MACHINERY & EQUIPMENT	30,000	0	30,000	0.00%
WORK IN PROGRESS (WIP)	0	0	0	0.00%
DOCUMENTS & MATERIALS	0	0	0	0.00%
<b>SUB TOTAL CAPITAL EXPENSES</b>	<b>230,000</b>	<b>0</b>	<b>230,000</b>	<b>0.00%</b>
<b>TRANSFERS:</b>				
TRANSFERS TO STREETS	469,167	117,292	351,875	25.00%
TRANSFERS TO RECREATION	188,038	58,510	129,528	31.12%
TRANSFERS TO CULTURE	46,000	0	46,000	0.00%
TRANSFERS TO FIRE	69,332	17,333	51,999	0.00%
TRANSFERS TO WATER & SEWER	0	0	0	0.00%
<b>SUB TOTAL INTER FUND TRANSFERS</b>	<b>772,537</b>	<b>193,134</b>	<b>579,403</b>	<b>25.00%</b>
<b>DONATIONS:</b>				
AID TO PVT ORGANIZATION	5,000	610	4,390	12.20%
<b>SUB TOTAL DONATIONS</b>	<b>5,000</b>	<b>610</b>	<b>4,390</b>	<b>12.20%</b>
<b>TOTAL EXPENDITURES</b>	<b>1,801,731</b>	<b>381,163</b>	<b>1,420,568</b>	<b>21.16%</b>
<b>REVENUES</b>	<b>1,801,731</b>	<b>682,866</b>	<b>1,118,865</b>	<b>37.90%</b>
<b>EXPENDITURES</b>	<b>1,801,731</b>	<b>381,163</b>	<b>1,420,568</b>	<b>21.16%</b>
<b>(OVER) UNDER</b>	<b>0</b>	<b>301,703</b>	<b>(301,703)</b>	

<b>GENERAL FUND REVENUES</b>	<b>ORIGINAL BUDGET</b>	<b>FY 2023/2024 ACTUAL</b>	<b>(OVER) UNDER BUDGET</b>	<b>% OF BUDGET</b>
<b>GENERAL STREETS REVENUE</b>				
GAS TAX - STATE	1,000	50	950	4.98%
CULVERT PERMITS - STREETS	7,000	14,518	(7,518)	207.40%
SURPLUS MATERIALS - STREETS	0	5,950	(5,950)	0.00%
MISCELLANEOUS REVENUE - STR	13,445	1,236	12,209	9.19%
	<b><u>21,445</u></b>	<b><u>21,754</u></b>	<b><u>(309)</u></b>	<b><u>101.44%</u></b>
<b>TRANSFERS:</b>				
INTERFUND TRANS-GEN FUND	469,167	117,292	351,875	25.00%
INTERFUND TRANS SALES TAX	93,500	0	93,500	0.00%
INTERFUND TRAN SPEC REV	0	0	0	0.00%
<b>SUB TOTAL TRANSFERS</b>	<b><u>562,667</u></b>	<b><u>117,292</u></b>	<b><u>445,375</u></b>	<b><u>20.85%</u></b>
<b>TOTAL REVENUES</b>	<b><u>584,112</u></b>	<b><u>139,045</u></b>	<b><u>445,067</u></b>	<b><u>23.80%</u></b>

GENERAL FUND EXPENDITURES	ORIGINAL BUDGET	FY 2023/2024 ACTUAL	(OVER) UNDER BUDGET	% OF BUDGET
<b>GENERAL STREETS EXPENDITURES</b>				
<b>PERSONNEL EXPENSES:</b>				
REGULAR SALARIES & WAGE	140,837	31,893	108,944	22.65%
OVERTIME	6,000	1,202	4,798	20.03%
FICA TAXES	11,233	2,856	8,377	25.43%
RETIREMENT CONTRIBUTIONS	19,923	4,491	15,432	22.54%
LIFE & HEALTH INSURANCE	58,137	19,379	38,758	33.33%
WORKER'S COMPENSATION	5,189	2,595	2,595	50.00%
	<b>241,319</b>	<b>62,416</b>	<b>178,903</b>	<b>25.86%</b>
<b>OPERATING EXPENSES:</b>				
PROFESSIONAL SERVICES	0	0	0	0.00%
TRAVEL & EDUCATION	2,000	0	2,000	0.00%
COMMUNICATIONS & FREIGHT	1,200	357	843	29.75%
UTILITY SERVICES	44,000	12,948	31,052	29.43%
RENTALS AND LEASES	5,000	0	5,000	0.00%
INSURANCE	30,590	15,494	15,096	50.65%
REPAIRS & MAINTENANCE	50,000	10,708	39,292	21.42%
PROMOTIONAL ACT-PUB NOTIC	500	0	500	0.00%
OTHER CURRENT OBLIGATIONS	1,000	0	1,000	0.00%
OPERATING SUPPLIES	50,003	7,079	42,924	14.16%
ROAD MATERIALS & SUPPLIES	50,000	16,660	33,340	33.32%
	<b>234,293</b>	<b>63,246</b>	<b>171,047</b>	<b>26.99%</b>
<b>SUB TOTAL OPERATING EXPENSES</b>	<b><u>475,612</u></b>	<b><u>125,662</u></b>	<b><u>349,950</u></b>	<b><u>26.42%</u></b>
<b>CAPITAL IMPROVEMENTS:</b>				
LAND	0	0	0	0.00%
BUILDINGS	0	0	0	0.00%
INFRASTRUCTURE	70,000	0	70,000	0.00%
MACHINERY & EQUIPMENT	23,500	0	23,500	0.00%
WORK IN PROGRESS (WIP)	0	0	0	0.00%
DOCUMENTS & MATERIALS	0	0	0	0.00%
<b>SUB TOTAL CAPITAL EXPENSES</b>	<b><u>93,500</u></b>	<b><u>0</u></b>	<b><u>93,500</u></b>	<b><u>0.00%</u></b>
<b>HEALTH:</b>				
ANIMAL CONTROL	0	0	0	0.00%
OPERATING SUPP-MOSQUITO	15,000	441	14,560	2.94%
<b>SUB TOTAL HEALTH EXPENSES</b>	<b><u>15,000</u></b>	<b><u>441</u></b>	<b><u>14,560</u></b>	<b><u>2.94%</u></b>
<b>TRANSFERS:</b>				
TRANSFER TO DEBT SERVICE	0	0	0	0.00%
<b>SUB TOTAL INTER FUND TRANSFERS</b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0.00%</u></b>
<b>TOTAL EXPENDITURES</b>	<b><u>584,112</u></b>	<b><u>126,102</u></b>	<b><u>458,010</u></b>	<b><u>21.59%</u></b>
<b>REVENUES</b>	<b>584,112</b>	<b>139,045</b>	<b>445,067</b>	<b>23.80%</b>
<b>EXPENDITURES</b>	<b><u>584,112</u></b>	<b><u>126,102</u></b>	<b><u>458,010</u></b>	<b><u>21.59%</u></b>
<b>(OVER) UNDER</b>	<b><u>0</u></b>	<b><u>12,943</u></b>	<b><u>(12,943)</u></b>	

GENERAL FUND REVENUES	ORIGINAL BUDGET	FY 2023/2024 ACTUAL	(OVER) UNDER BUDGET	% OF BUDGET
<b>GENERAL RECREATION REVENUE</b>				
<b>PARKS &amp; RECREATION - SPORTS:</b>				
P&R - SOCCER	5,000	0	5,000	0.00%
P&R - BASKETBALL	20,000	21,650	(1,650)	108.25%
P&R - FLAG FOOTBALL	5,000	0	5,000	0.00%
P&R - SOFTBALL	1,000	0	1,000	0.00%
P&R - GYMNASTICS	6,000	375	5,625	6.25%
P&R - MARTIAL ARTS	0	0	0	0.00%
P&R - CONCESSIONS	1,800	361	1,439	20.06%
P&R - VOLLEYBALL	2,000	0	2,000	0.00%
P&R - SWIM TEAM	1,000	0	1,000	0.00%
P&R - TENNIS	800	0	800	0.00%
P&R - TRACK	800	0	800	0.00%
<b>SUB TOTAL SPORTS</b>	<b><u>43,400</u></b>	<b><u>22,386</u></b>	<b><u>21,014</u></b>	<b><u>51.58%</u></b>
<b>PARKS &amp; RECREATION - EVENTS:</b>				
P&R - KIDZ SQUAD	45,000	22,535	22,465	50.08%
P&R - SUMMER CAMP	35,000	0	35,000	0.00%
P&R - SWIM LESSON	3,000	0	3,000	0.00%
P&R - BASKETBALL CAMP	2,500	0	2,500	0.00%
P&R - FOOTBALL CAMP	2,000	0	2,000	0.00%
P&R - VOLLEYBALL CAMP	1,000	0	1,000	0.00%
<b>SUB TOTAL EVENTS</b>	<b><u>88,500</u></b>	<b><u>22,535</u></b>	<b><u>65,965</u></b>	<b><u>25.46%</u></b>
<b>PARKS &amp; RECREATION - MEMBERS:</b>				
P&R - CHILD WATCH	500	45	455	9.00%
P&R - DRAFT MEMBER	70,000	28,519	41,481	40.74%
P&R - SEMI ANNUAL MEMBER	3,000	1,843	1,157	61.43%
P&R - ANNUAL MEMBER	1,000	440	560	44.00%
P&R - DAILY MEMBER	2,000	147	1,853	7.35%
P&R - HEALTHWAYS PRIME	1,000	238	762	23.80%
P&R - HEALTHWAYS SILVERSNEEK	2,500	669	1,831	26.76%
P&R - POOL MEMBER	7,000	0	7,000	0.00%
P&R - GROUP MEMBERS	1,000	0	1,000	0.00%
P&R - RENEW ACTIVE MEMBERSHIP	2,000	692	1,308	34.60%
P&R - ALL INCLUSIVE MEMBERSHIP	2,000	0	2,000	0.00%
<b>SUB TOTAL MEMBERSHIPS</b>	<b><u>92,000</u></b>	<b><u>32,593</u></b>	<b><u>59,407</u></b>	<b><u>35.43%</u></b>
<b>PARKS &amp; RECREATION - RENTAL:</b>				
P&R - POOL & SPLASH PAD RENTAL	6,500	0	6,500	0.00%
P&R - SPLASH PAD RENTAL	500	0	500	0.00%
P&R - LIFEGUARD(S) RENTAL	0	0	0	0.00%
P&R - GYM RENTAL	500	0	500	0.00%
P&R - OXFORD BALL PARK RENTAL	400	65	335	16.25%
P&R - BUCK PARK LG PAVI RENTAL	500	80	420	16.00%
P&R - BUCK PARK SM PAVI RENTAL	250	0	250	0.00%
P&R - OXFORD PICNIC AREA	150	0	150	0.00%
<b>SUB TOTAL RENTALS</b>	<b><u>8,800</u></b>	<b><u>145</u></b>	<b><u>8,655</u></b>	<b><u>1.65%</u></b>
<b>GENERAL RECREATION REVENUE</b>				
<b>MISC REVENUES:</b>				
P&R - CREDIT CARD FEE	500	1,199	(699)	239.90%
LEASE - NEXTEL TOWER	15,128	5,156	9,972	34.08%
SURPLUS MATERIALS - RECREATION	0	0	0	0.00%
MISCELLANEOUS REVENUE - REC	6,500	2,510	3,990	38.62%
<b>SUB TOTAL MISC</b>	<b><u>22,128</u></b>	<b><u>8,866</u></b>	<b><u>13,262</u></b>	<b><u>40.07%</u></b>
<b>GRANTS:</b>				
GRANTS DEP FRDAP - RECREATION	200,000	0	200,000	0.00%
GRANTS - MISC	0	0	0	0.00%
SPECIAL EVENTS & DONATIONS	2,000	7,095	(5,095)	354.75%
<b>SUB TOTAL GRANTS</b>	<b><u>202,000</u></b>	<b><u>7,095</u></b>	<b><u>194,905</u></b>	<b><u>3.51%</u></b>
<b>TRANSFERS:</b>				
INTERFUND TRANS-GEN FUND	234,038	58,510	175,528	25.00%
INTERFUND TRANS SALES TAX	140,000	0	140,000	0.00%
<b>SUB TOTAL TRANSFERS</b>	<b><u>374,038</u></b>	<b><u>58,510</u></b>	<b><u>315,528</u></b>	<b><u>15.64%</u></b>
<b>TOTAL REVENUES</b>	<b><u>830,866</u></b>	<b><u>152,129</u></b>	<b><u>678,737</u></b>	<b><u>18.31%</u></b>

GENERAL FUND EXPENDITURES	ORIGINAL BUDGET	FY 2023/2024 ACTUAL	(OVER) UNDER BUDGET	% OF BUDGET
<b>GENERAL RECREATION EXPENDITURES</b>				
<b>PERSONNEL EXPENSES:</b>				
REGULAR SALARIES & WAGES	178,636	22,570	156,066	12.63%
PART TIME SALARIES & WAGES	40,000	20,078	19,922	50.19%
OVERTIME	500	17	483	3.49%
FICA TAXES	16,764	3,778	12,986	22.54%
RETIREMENT CONTRIBUTIONS	24,309	5,400	18,909	22.22%
LIFE & HEALTH INSURANCE	19,379	14,534	4,845	75.00%
WORKER'S COMPENSATION	5,189	2,595	2,595	50.00%
	<b>284,777</b>	<b>68,972</b>	<b>215,805</b>	<b>24.22%</b>
<b>OPERATING EXPENSES:</b>				
PROFESSIONAL SERVICES	1,000	0	1,000	0.00%
OTHER SERVICES	6,000	1,755	4,245	29.25%
TRAVEL & EDUCATION	1,000	0	1,000	0.00%
COMMUNICATIONS & FREIGHT	2,500	466	2,034	18.62%
UTILITY SERVICES	30,000	9,635	20,365	32.12%
RENTALS & LEASES	1,000	0	1,000	0.00%
INSURANCE	30,590	15,494	15,096	50.65%
REPAIRS & MAINTENANCE	20,000	5,312	14,688	26.56%
PROMOTIONAL ACT-PUB NOTICE	2,000	240	1,760	12.00%
OTHER CURRENT OBLIGATION	1,000	0	1,000	0.00%
OPERATING SUPPLIES	59,999	12,018	47,981	20.03%
BOOKS, SUBSCRIP & PUBLICATION	2,500	0	2,500	0.00%
BANK SERVICE CHARGE	500	1,825	(1,325)	364.98%
	<b>158,089</b>	<b>46,745</b>	<b>111,344</b>	<b>29.57%</b>
<b>SUB TOTAL OPERATING EXPENSES</b>	<b><u>442,866</u></b>	<b><u>115,718</u></b>	<b><u>327,148</u></b>	<b><u>26.13%</u></b>
<b>CAPITAL IMPROVEMENTS:</b>				
LAND	0	0	0	0.00%
BUILDINGS	60,000	0	60,000	0.00%
INFRASTRUCTURE	50,000	0	50,000	0.00%
MACHINERY & EQUIPMENT	230,000	0	230,000	0.00%
WORK IN PROGRESS (WIP)	0	0	0	0.00%
<b>SUB TOTAL CAPITAL EXPENSES</b>	<b><u>340,000</u></b>	<b><u>0</u></b>	<b><u>340,000</u></b>	<b><u>0.00%</u></b>
<b>DONATIONS:</b>				
SPECIAL EVENTS	40,000	3,384	36,616	8.46%
AID TO PRIVATE ORGANIZATION	8,000	8,000	0	100.00%
<b>SUB TOTAL DONATIONS</b>	<b><u>48,000</u></b>	<b><u>11,384</u></b>	<b><u>36,616</u></b>	<b><u>23.72%</u></b>
<b>TOTAL EXPENDITURES</b>	<b><u>830,866</u></b>	<b><u>127,101</u></b>	<b><u>703,765</u></b>	<b><u>15.30%</u></b>
<b>REVENUES</b>	<b>830,866</b>	<b>152,129</b>	<b>678,737</b>	<b>18.31%</b>
<b>EXPENDITURES</b>	<b><u>830,866</u></b>	<b><u>127,101</u></b>	<b><u>703,765</u></b>	<b><u>15.30%</u></b>
<b>(OVER) UNDER</b>	<b><u>0</u></b>	<b><u>25,028</u></b>	<b><u>(25,028)</u></b>	

<b>GENERAL FUND REVENUES</b>	<b>ORIGINAL BUDGET</b>	<b>FY 2023/2024 ACTUAL</b>	<b>(OVER) UNDER BUDGET</b>	<b>% OF BUDGET</b>
<b>GENERAL FIRE REVENUE</b>				
GRANTS FORESTRY 50/50 - FIRE	0	0	0	0.00%
NASSAU COUNTY - FIRE	0	0	0	0.00%
FIRE PROTECTION SERVICES	0	0	0	0.00%
SURPLUS MATERIALS - FIRE	0	0	0	0.00%
HVFD DONATIONS	1,200	1,200	0	0.00%
MISCELLANEOUS REVENUE - FIRE	0	0	0	0.00%
	<b><u>1,200</u></b>	<b><u>1,200</u></b>	<b><u>0</u></b>	<b><u>0.00%</u></b>
<b>TRANSFERS:</b>				
INTERFUND TRANS-GEN FUND	69,332	17,333	51,999	25.00%
INTERFUND TRANS SALES TAX	50,800	0	50,800	0.00%
<b>SUB TOTAL TRANSFERS</b>	<b><u>120,132</u></b>	<b><u>17,333</u></b>	<b><u>102,799</u></b>	<b><u>14.43%</u></b>
<b>TOTAL REVENUES</b>	<b><u>121,332</u></b>	<b><u>18,533</u></b>	<b><u>102,799</u></b>	<b><u>15.27%</u></b>

GENERAL FUND EXPENDITURES	ORIGINAL BUDGET	FY 2023/2024 ACTUAL	(OVER) UNDER BUDGET	% OF BUDGET
<b>GENERAL FIRE EXPENDITURES</b>				
<b>OPERATING EXPENSES:</b>				
WORKER'S COMPENSATION	5,189	2,595	2,595	50.00%
REIMBURSEMENT EXPENSE	4,250	4,250	0	100.00%
COMMUNICATIONS & FREIGHT	2,500	279	2,221	11.18%
UTILITY SERVICES	2,500	588	1,912	23.51%
RENTALS & LEASES	0	0	0	0.00%
INSURANCE	30,590	15,744	14,846	51.47%
REPAIRS & MAINTENANCE	8,783	544	8,239	6.19%
OPERATING SUPPLIES	8,520	6,441	2,079	75.60%
BOOKS, SUBSCRIP & PUBLIC	8,200	1,633	6,567	19.91%
<b>SUB TOTAL OPERATING EXPENSES</b>	<b><u>70,532</u></b>	<b><u>32,074</u></b>	<b><u>38,458</u></b>	<b><u>45.47%</u></b>
<b>CAPITAL IMPROVEMENTS:</b>				
LAND	0	0	0	0.00%
BUILDINGS	0	0	0	0.00%
INFRASTRUCTURE	0	0	0	0.00%
MACHINERY & EQUIPMENT	50,800	0	50,800	0.00%
WORK IN PROGRESS (WIP)	0	0	0	0.00%
DOCUMENTS & MATERIALS	0	0	0	0.00%
<b>SUB TOTAL CAPITAL EXPENSES</b>	<b><u>50,800</u></b>	<b><u>0</u></b>	<b><u>50,800</u></b>	<b><u>0.00%</u></b>
<b>TOTAL EXPENDITURES</b>	<b><u>121,332</u></b>	<b><u>32,074</u></b>	<b><u>89,258</u></b>	<b><u>26.43%</u></b>
<b>REVENUES</b>	<b>121,332</b>	<b>18,533</b>	<b>102,799</b>	<b>15.27%</b>
<b>EXPENDITURES</b>	<b><u>121,332</u></b>	<b><u>32,074</u></b>	<b><u>89,258</u></b>	<b><u>26.43%</u></b>
<b>(OVER) UNDER</b>	<b><u>0</u></b>	<b><u>(13,541)</u></b>	<b><u>13,541</u></b>	

<b>GENERAL FUND REVENUES</b>	<b>ORIGINAL BUDGET</b>	<b>FY 2023/2024 ACTUAL</b>	<b>(OVER) UNDER BUDGET</b>	<b>% OF BUDGET</b>
<b>GENERAL AIR PARK REVENUES</b>				
<b>FEDERAL GRANTS:</b>				
GRANTS FAA - AIRPARK	899,000	0	899,000	0.00%
<b>SUB TOTAL FEDERAL GRANTS</b>	<b><u>899,000</u></b>	<b><u>0</u></b>	<b><u>899,000</u></b>	<b><u>0.00%</u></b>
<b>STATE GRANTS:</b>				
GRANTS DOT - AIRPARK	1,184,228	(4,050)	1,188,278	-0.34%
<b>SUB TOTAL STATE GRANTS</b>	<b><u>1,184,228</u></b>	<b><u>(4,050)</u></b>	<b><u>1,188,278</u></b>	<b><u>-0.34%</u></b>
<b>MISC REVENUES:</b>				
HILLIARD AVIATION - AIRPARK	10,000	0	10,000	0.00%
SURPLUS MATERIALS - AP	0	0	0	0.00%
MISCELLANEOUS REVENUE - AP	0	0	0	0.00%
<b>SUB TOTAL MISC</b>	<b><u>10,000</u></b>	<b><u>0</u></b>	<b><u>10,000</u></b>	<b><u>0.00%</u></b>
<b>TOTAL REVENUES</b>	<b><u>2,093,228</u></b>	<b><u>(4,050)</u></b>	<b><u>2,097,278</u></b>	<b><u>-0.19%</u></b>



<b>GENERAL FUND EXPENDITURES</b>	<b>ORIGINAL BUDGET</b>	<b>FY 2023/2024 ACTUAL</b>	<b>(OVER) UNDER BUDGET</b>	<b>% OF BUDGET</b>
<b>GENERAL AIR PARK EXPENDITURES</b>				
<b>CAPITAL IMPROVEMENTS:</b>				
LAND	1,702,228	3,803	1,698,426	0.22%
BUILDINGS	391,000	0	391,000	0.00%
INFRASTRUCTURE	0	0	0	#DIV/0!
MACHINERY & EQUIPMENT	0	0	0	#DIV/0!
WORK IN PROGRESS (WIP)	0	0	0	0.00%
DOCUMENTS & MATERIALS	0	0	0	0.00%
<b>SUB TOTAL CAPITAL EXPENSES</b>	<b><u>2,093,228</u></b>	<b><u>3,803</u></b>	<b><u>2,089,426</u></b>	<b><u>0.18%</u></b>
RESERVE	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00%</u>
<b>TOTAL EXPENDITURES</b>	<b><u>2,093,228</u></b>	<b><u>3,803</u></b>	<b><u>2,089,426</u></b>	<b><u>0.18%</u></b>
<b>REVENUES</b>	<b>2,093,228</b>	<b>(4,050)</b>	<b>2,097,278</b>	<b>-0.19%</b>
<b>EXPENDITURES</b>	<b><u>2,093,228</u></b>	<b><u>3,803</u></b>	<b><u>2,089,426</u></b>	<b><u>0.18%</u></b>
<b>(OVER) UNDER</b>	<b><u>0</u></b>	<b><u>(7,853)</u></b>	<b><u>7,853</u></b>	

<b>GENERAL FUND TOTALS</b>	<b>ORIGINAL BUDGET</b>	<b>FY 2023/2024 ACTUAL</b>	<b>(OVER) UNDER BUDGET</b>	<b>% OF BUDGET</b>
<b>GENERAL FUND REVENUES</b>				
<b>CASH CARRY FORWARD</b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>#DIV/0!</u></b>
<b>GENERAL GOVERNMENT REVENUE</b>	1,801,731	682,866	1,118,865	37.90%
<b>GENERAL STREETS REVENUE</b>	584,112	139,045	445,067	23.80%
<b>GENERAL RECREATION REVENUE</b>	830,866	152,129	678,737	18.31%
<b>GENERAL FIRE REVENUE</b>	121,332	18,533	102,799	15.27%
<b>GENERAL AIR PARK REVENUES</b>	2,093,228	(4,050)	2,097,278	-0.19%
	<b><u>5,431,269</u></b>	<b><u>988,523</u></b>	<b><u>4,442,746</u></b>	<b><u>18.20%</u></b>
<b>GENERAL FUND REVENUES TOTAL</b>	<b><u>5,431,269</u></b>	<b><u>988,523</u></b>	<b><u>4,442,746</u></b>	<b><u>18.20%</u></b>
<b>GENERAL FUND EXPENDITURES</b>				
<b>GENERAL GOVERNMENT EXPENDITURES</b>	1,801,731	381,163	1,420,568	21.16%
<b>GENERAL STREETS EXPENDITURES</b>	584,112	126,102	458,010	21.59%
<b>GENERAL RECREATION EXPENDITURES</b>	830,866	127,101	703,765	15.30%
<b>GENERAL FIRE EXPENDITURES</b>	121,332	32,074	89,258	26.43%
<b>GENERAL AIR PARK EXPENDITURES</b>	2,093,228	3,803	2,089,426	0.18%
<b>GENERAL FUND EXPENDITURES TOTAL</b>	<b><u>5,431,269</u></b>	<b><u>670,242</u></b>	<b><u>4,761,027</u></b>	<b><u>12.34%</u></b>
<b>GENERAL FUND REVENUES TOTAL</b>	<b><u>5,431,269</u></b>	<b><u>988,523</u></b>	<b><u>4,442,746</u></b>	<b><u>18.20%</u></b>
<b>GENERAL FUND EXPENDITURES TOTAL</b>	<b><u>5,431,269</u></b>	<b><u>670,242</u></b>	<b><u>4,761,027</u></b>	<b><u>12.34%</u></b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b><u>0</u></b>	<b><u>318,281</u></b>	<b><u>(318,281)</u></b>	

**CAPITAL IMPROVEMENTS PLAN FUND  
REVENUES AND EXPENDITURES  
AS OF DECEMBER 31, 2023  
25% OF YEAR**

<b>CAPITAL IMPROVEMENTS FUND REVENUES</b>	<b>ORIGINAL BUDGET</b>	<b>FY 2023/2024 ACTUAL</b>	<b>(OVER) UNDER BUDGET</b>	<b>% OF BUDGET</b>
<b>CASH CARRY FORWARD</b>	<b><u>501,773</u></b>	<b><u>0</u></b>	<b><u>501,773</u></b>	<b>0.00%</b>
<b>CAPITAL REVENUES</b>				
<b>DISCRETIONARY SALES TAX</b>	<b>576,857</b>	<b>138,253</b>	<b>438,604</b>	<b>23.97%</b>
<b>INTEREST INCOME SBA</b>	<b>25,000</b>	<b>8,003</b>	<b>16,997</b>	<b>32.01%</b>
	<b><u>601,857</u></b>	<b><u>146,257</u></b>	<b><u>455,600</u></b>	<b><u>24.30%</u></b>
<b>TOTAL REVENUES</b>	<b><u>1,103,630</u></b>	<b><u>146,257</u></b>	<b><u>957,373</u></b>	<b><u>13.25%</u></b>
<b>CAPITAL IMPROVEMENTS FUND EXPENDITURES</b>	<b>ORIGINAL BUDGET</b>	<b>FY 2023/2024 ACTUAL</b>	<b>(OVER) UNDER BUDGET</b>	<b>% OF BUDGET</b>
<b>BANK SERVICE CHARGES</b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0.00%</u></b>
<b>TRANSFER TO GEN GOV'T</b>	<b>269,330</b>	<b>0</b>	<b>269,330</b>	<b>0.00%</b>
<b>TRANSFER TO STREETS</b>	<b>93,500</b>	<b>0</b>	<b>93,500</b>	<b>0.00%</b>
<b>TRANSFER TO RECREATION</b>	<b>140,000</b>	<b>0</b>	<b>140,000</b>	<b>0.00%</b>
<b>TRANSFER TO FIRE</b>	<b>50,800</b>	<b>0</b>	<b>50,800</b>	<b>0.00%</b>
<b>TRANSFER TO WATER &amp; SEWER</b>	<b>550,000</b>	<b>0</b>	<b>550,000</b>	<b>0.00%</b>
<b>TRANSFER TO AIRPARK</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>
	<b><u>1,103,630</u></b>	<b><u>0</u></b>	<b><u>1,103,630</u></b>	<b><u>0.00%</u></b>
<b>RESERVE</b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0.00%</u></b>
<b>TOTAL EXPENDITURES</b>	<b><u>1,103,630</u></b>	<b><u>0</u></b>	<b><u>1,103,630</u></b>	<b><u>0.00%</u></b>
<b>REVENUES</b>	<b>1,103,630</b>	<b>146,257</b>	<b>957,373</b>	<b>13.25%</b>
<b>EXPENDITURES</b>	<b><u>1,103,630</u></b>	<b><u>0</u></b>	<b><u>1,103,630</u></b>	<b><u>0.00%</u></b>
<b>(OVER) UNDER</b>	<b><u>0</u></b>	<b><u>146,257</u></b>	<b><u>(146,257)</u></b>	

**SPECIAL REVENUE FUND  
REVENUES AND EXPENDITURES  
AS OF DECEMBER 31, 2023  
25% OF YEAR**

<b>SPECIAL REVENUE REVENUES</b>	<b>ORIGINAL BUDGET</b>	<b>FY 2023/2024 ACTUAL</b>	<b>(OVER) UNDER BUDGET</b>	<b>% OF BUDGET</b>
<b>LOCAL OPTION GAS TAX REVENUES</b>				
LOCAL OPTION GAS TAX (6 CENTS)	148,132	45,283	102,849	30.57%
LOCAL OPTION GAS TAX (5 CENTS)	100,254	28,114	72,140	28.04%
	<u>248,386</u>	<u>73,397</u>	<u>174,989</u>	<u>29.55%</u>
<b>TOTAL REVENUES</b>	<u>248,386</u>	<u>73,397</u>	<u>174,989</u>	<u>29.55%</u>
<b>SPECIAL REVENUE EXPENDITURES</b>	<b>ORIGINAL BUDGET</b>	<b>FY 2023/2024 ACTUAL</b>	<b>(OVER) UNDER BUDGET</b>	<b>% OF BUDGET</b>
INTERFUND TRANSFERS	0	0	0	
RESERVE	<u>248,386</u>	<u>0</u>	<u>248,386</u>	<u>0.00%</u>
<b>TOTAL EXPENDITURES</b>	<u>248,386</u>	<u>0</u>	<u>248,386</u>	<u>0.00%</u>
<b>REVENUES</b>	<b>248,386</b>	<b>73,397</b>	<b>174,989</b>	<b>29.55%</b>
<b>EXPENDITURES</b>	<u>248,386</u>	<u>0</u>	<u>248,386</u>	<u>0.00%</u>
<b>(OVER) UNDER</b>	<u>0</u>	<u>73,397</u>	<u>(73,397)</u>	

**ENTERPRISE FUND  
REVENUES AND EXPENDITURES  
AS OF DECEMBER 31, 2023  
25% OF YEAR**

<b>ENTERPRISE FUND REVENUES</b>	<b>ORIGINAL BUDGET</b>	<b>FY 2023/2024 ACTUAL</b>	<b>(OVER) UNDER BUDGET</b>	<b>% OF BUDGET</b>
<b>CASH CARRY FORWARD</b>	<u><b>0</b></u>	<u><b>0</b></u>	<u><b>0</b></u>	<u><b>#DIV/0!</b></u>
<b>WATER &amp; SEWER REVENUE</b>				
WATER UTILITY REVENUE	594,540	146,413	448,127	24.63%
SEWER UTILITY REVENUE	607,028	150,599	456,429	24.81%
TAP-ON FEES - W&S	86,500	6,969	79,531	8.06%
TRANSFER FEES - W&S	200	90	110	45.00%
TURN ON/OFF FEES - W&S	8,000	2,075	5,925	25.94%
WATER LINE EXTENSION FEES	20,000	0	20,000	0.00%
SEWER LINE EXTENSION FEE	30,000	0	30,000	0.00%
RECONNECT FEE - W&S	300	0	300	0.00%
INTEREST INCOME SBA	85,000	24,690	60,310	29.05%
INTEREST INCOME CKG	250	206	44	82.44%
LEASE - WATER TOWER	0	3,148	(3,148)	#DIV/0!
SYSTEM DEVELOPMENT CHARGES	0	3,603	(3,603)	#DIV/0!
SURPLUS MATERIALS - W&S	1,000	5,500	(4,500)	550.00%
NSF FEES - W&S	200	115	85	57.50%
PENALTIES - W&S	40,000	11,577	28,423	28.94%
METER TAMPERING FEES - W&S	0	0	0	0.00%
CONVENIENCE CHARGE	500	2,364	(1,864)	472.81%
MISCELLANEOUS REVENUE - W&S	5,000	8,020	(3,020)	0.00%
W&S SINGLE LOT	0	240	(240)	0.00%
W&S INVESTIGATION	0	(2,169)	2,169	0.00%
W&S SEPTIC TANK EXCEPTION	0	0	0	0.00%
W&S NC ROW PERMIT	0	0	0	0.00%
	<u><b>1,478,518</b></u>	<u><b>363,441</b></u>	<u><b>1,115,077</b></u>	<u><b>24.58%</b></u>
<b>GRANTS:</b>				
GRANTS USDA RD - W&S	0	0	0	0.00%
GRANTS DEP LEG CBIR - W&S	40,000	0	40,000	0.00%
GRANTS DEP LEG CBIR - W&S	597,000	0	597,000	0.00%
CDBG - WM REPLACE	700,000	0	700,000	0.00%
<b>SUB TOTAL GRANTS</b>	<u><b>1,337,000</b></u>	<u><b>0</b></u>	<u><b>1,337,000</b></u>	<u><b>0.00%</b></u>
<b>TRANSFERS:</b>				
TRANS FROM GENERAL	0	0	0	0.00%
TRANS FROM SALES TAX	550,000	168,201	381,799	30.58%
<b>SUB TOTAL TRANSFERS</b>	<u><b>550,000</b></u>	<u><b>168,201</b></u>	<u><b>381,799</b></u>	<u><b>30.58%</b></u>
<b>TOTAL REVENUES</b>	<u><b>3,365,518</b></u>	<u><b>531,642</b></u>	<u><b>2,833,876</b></u>	<u><b>15.80%</b></u>

ENTERPRISE FUND EXPENDITURES	ORIGINAL BUDGET	FY 2023/2024 ACTUAL	(OVER) UNDER BUDGET	% OF BUDGET
<b>WATER &amp; SEWER EXPENDITURES</b>				
<b>PERSONNEL EXPENSES:</b>				
REGULAR SALARIES & WAGES	423,010	86,627	336,383	20.48%
OVERTIME	16,000	2,724	13,276	17.03%
FICA TAXES	33,584	7,935	25,649	23.63%
RETIREMENT CONTRIBUTIONS	59,574	11,050	48,524	18.55%
LIFE & HEALTH INSURANCE	155,032	45,218	109,814	29.17%
WORKER'S COMPENSATION	5,189	2,595	2,595	50.00%
	<b>692,389</b>	<b>156,149</b>	<b>536,240</b>	<b>22.55%</b>
<b>OPERATING EXPENSES:</b>				
PROFESSIONAL SERVICES	29,000	6,788	22,212	23.41%
ACCOUNTING & AUDITING	20,000	0	20,000	0.00%
WASTE DISPOSAL	20,000	1,650	18,350	8.25%
TRAVEL & EDUCATION	4,000	927	3,073	23.18%
COMMUNICATIONS & FREIGHT	22,000	9,453	12,547	42.97%
WATER PLANT ELECTRICITY	20,000	5,731	14,269	28.65%
SEWER PLANT ELECTRICITY	80,000	21,008	58,992	26.26%
RENTALS & LEASES	5,000	0	5,000	0.00%
INSURANCE	30,590	15,494	15,096	50.65%
REPAIRS & MAINTENANCE	108,500	80,920	27,580	74.58%
PROMOTIONAL ACT-PUBLIC NOTICE	1,000	407	593	40.68%
OTHER CURRENT OBLIGATIONS	5,000	0	5,000	0.00%
OPERATING SUPPLIES	199,999	74,127	125,872	37.06%
BOOKS, SUBSCRIP & PUBLICATIONS	12,000	5,837	6,163	48.64%
INTEREST EXPENSE BONDS	118,540	0	118,540	0.00%
BANK SERVICE CHARGES	500	4,866	(4,366)	973.24%
	<b>676,129</b>	<b>227,209</b>	<b>448,920</b>	<b>33.60%</b>
<b>SUB TOTAL OPERATING EXPENSES</b>	<b><u>1,368,518</u></b>	<b><u>383,358</u></b>	<b><u>985,160</u></b>	<b><u>28.01%</u></b>
<b>CAPITAL IMPROVEMENTS:</b>				
LAND	0	0	0	#DIV/0!
BUILDINGS	8,000	0	8,000	0.00%
INFRASTRUCTURE	1,849,000	168,201	1,680,799	9.10%
MACHINERY & EQUIPMENT	30,000	0	30,000	0.00%
WORK IN PROGRESS (WIP)	0	0	0	0.00%
<b>SUB TOTAL CAPITAL EXPENSES</b>	<b><u>1,887,000</u></b>	<b><u>168,201</u></b>	<b><u>1,718,799</u></b>	<b><u>8.91%</u></b>
<b>WATER &amp; SEWER EXPENDITURES</b>				
<b>NON OPERATING</b>				
AMORTIZATION EXPENSE	0	0	0	0.00%
DEPRECIATION EXPENSE	0	0	0	0.00%
BAD DEBT EXPENSE	0	0	0	0.00%
RESERVE	100,000	0	100,000	0.00%
<b>SUB TOTAL NON OPERATING EXPENSE</b>	<b><u>100,000</u></b>	<b><u>0</u></b>	<b><u>100,000</u></b>	<b><u>0.00%</u></b>
<b>DONATIONS:</b>				
AID TO PRIVATE ORGANIZATION	10,000	10,000	0	100.00%
<b>SUB TOTAL DONATIONS</b>	<b><u>10,000</u></b>	<b><u>10,000</u></b>	<b><u>0</u></b>	<b><u>100.00%</u></b>
<b>TOTAL EXPENDITURES</b>	<b><u>3,365,518</u></b>	<b><u>561,559</u></b>	<b><u>2,803,959</u></b>	<b><u>16.69%</u></b>
<b>REVENUES</b>	<b>3,365,518</b>	<b>531,642</b>	<b>2,833,876</b>	<b>15.80%</b>
<b>EXPENDITURES</b>	<b><u>3,365,518</u></b>	<b><u>561,559</u></b>	<b><u>2,803,959</u></b>	<b><u>16.69%</u></b>
<b>(OVER) UNDER</b>	<b><u>0</u></b>	<b><u>(29,917)</u></b>	<b><u>29,917</u></b>	

# HILLIARD TOWN COUNCIL MEETING

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

## TOWN COUNCIL MEMBERS

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

## ADMINISTRATIVE STAFF

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

## TOWN ATTORNEY

Christian Waugh

## MINUTES

THURSDAY, MARCH 07, 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

**Mayor Beasley**, presents Certificates of Recognition to the Recreation League Basketball Champion, coaches, players, and parents.

## REGULAR MEETING

ITEM-1 Additions/Deletions to Agenda

ITEM-12 Use of Town Hall Park for Easter egg hunt

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

ITEM-13 Donation to First Baptist Church of Boulogne

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

- ITEM-2 Town Council to consider Ordinance No. 2024-01, An Ordinance Relating to Public Right-of-Way or Alley; Making Findings; Vacating Public Right-of-Way or Alley within or surrounded by Block 159; Plat of the West Portion of Hilliard; within Town of Hilliard, Florida; authorizing recording of a certified copy of this ordinance. Adopting on First Reading and Set Public Hearing & Final Reading for April 4, 2024.

**Lisa Purvis, MMC – Town Clerk**

Town Council requests a better copy of the appraisal for the public hearing & final reading.

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

- ITEM-3 Town Council approval of the Minor Subdivision Application No. 20240116, based of Planning and Zoning Recommendation.  
Parcel ID No. 08-3N-24-2380-0010-0042  
Property Owner- Shawn Clark

**Lee Anne Wollitz – Land Use Administrator**

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

- ITEM-4 Town Council to consider a donation in the amount of \$2,000.00 to the Nassau County Economic Development Board following the presentation given at the February 15, 2024, Regular Meeting.

**Lisa Purvis, MMC – Town Clerk**

Motions to approve a donation in the amount of \$1,000.00 to the Nassau County Economic Development Board and to consider the full request in the upcoming budget.

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

- ITEM-5 Town Council approval of position process for Phillip Bouchillon's transition from introductory/probationary status to regular full-time.

**Cory Hobbs – Assistant Public Works Director**



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 of the Capital Expenditure for the purchase of road millings for the Northwest Quadrant Streets.

***Cory Hobbs – Assistant Public Works Director***

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 to be made aware regarding Form 6 Compliance and Litigation seeking a declaration that the provisions of Section 112.144(1)(d), Florida Statutes, that require elected officials to file Form 6 Financial Disclosure Forms is unconstitutional and invalid.

***Christian Waugh – Town Attorney***

**Town Attorney, Christian Waugh**, explains and makes the Town Council aware of the litigation concerning the Form 6. He explains that constitutionally, this form requires too much informational disclosure for local officials.

- ITEM-8 Town Council approval of the Minutes for the January 29, 2024, Workshop & Joint Workshop, the February 8, 2024, Workshop, and the February 15, 2024, Regular Meeting.

***Lisa Purvis, MMC – Town Clerk***

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-9 Town Council approval of ADAPCO, Payable through February 15, 2024, Project Name: Mosquito Sprayer in the amount of \$12,470.

**CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$12,470**

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 Battle Armor Designs, LLC, Payable through February 8, 2024, Project Name: Culvert Cleaner in the amount of \$5,695.

**CAPITAL FUNDED PROJECT LUMP SUM CONTRACT \$5,695**

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

- ITEM-11 Town Council approval of Mittauer & Associates, Inc., Payable through February 19, 2024, Project Name FDEP PA0302 Oxford Street Force Main Rerouting in the amount of \$57,400.

**FDEP LPA0302 GRANT FUNDED PROJECT LUMP SUM CONTRACT  
\$101,900**

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

**ADDED ITEMS**

- ITEM-12 Town Council to consider allowing the use of Town Hall Park for a Community Easter Egg Hunt sponsored by the First Baptist Church of Hilliard.  
***Gabe Whittenburg – Parks & Recreation Director***

Motion to allow provided that First Baptist Church provides a Certificate of Insurance.

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

- ITEM-13 Town Council to consider a donation to the First Baptist Church of Boulogne for the use of the bus for the trip to Capitol for Rural Counties Day.  
***John P. Beasley – Mayor***

Council President Sims makes a motion to donate \$250.00 to the Church's general fund.

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

**ADDITIONAL COMMENTS**

**PUBLIC**

No public comments.

**MAYOR & TOWN COUNCIL**

**Council Pro Tem Pickett**, welcomes Richie Rowe back to Town, the Town's previous Public Works Director.

**Council President Sims**, states the preceding Mayor David Buck is in the hospital and asks for prayers for him.

**Mayor Beasley** states that the State of the Town is good.

He mentions the upcoming monthly Workshop on March 14, 2024, and that he will not be present as he will be out of town.

He states the Town Clean Up will be on Saturday, March 23, 2024.

The Town of Hilliard Annual Car show will be on Saturday, April 6, 2024.

He thanks all the sponsors of the Recreation League Basketball Teams.

Congratulates the boys Hilliard High School Varsity Basketball team for being Runner-Up in the State Championship.

## ADMINISTRATIVE STAFF

### PRESENT:

Town Clerk, Lisa Purvis  
 Assistant Public Works Director, Cory Hobbs  
 Parks & Recreation Director, Gabe Whittenburg

### ABSENT:

Public Works Director Joel Hall

**Parks & Recreation Director, Gabe Whittenburg**, states that Myron Sanders, of the Hilliard Parks & Recreation Department, has coached the Hilliard Flashes Varsity Basketball team to the Final 4 of Basketball Championship and this year the State Championship and the team they played against, Williston High School is ranked best in the State in every class, and Hilliard is within that same class. There are also eighth and ninth graders on the team. He states that he and the Town are proud of him.

**Town Clerk, Lisa Purvis**, asks if anyone would like to attend the Nassau County Economic Development Board's Second Annual Luncheon on Thursday, April 4, 2024, at 11:00 a.m. to 1:00 p.m. at the Florida State College at Jacksonville Nassau Center.

## TOWN ATTORNEY

No comment.

## ADJOURNMENT

Motion to adjourn at 7:40 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



# INVOICE

Invoice #  
Invoice Date  
Account #  
Sales Rep  
Phone #  
Branch # 035  
Total Amount Due

ITEM-6  
012162  
CHRISTOPHER VAUSE  
904-268-7007  
Jacksonville, FL  
\$36,501.98

1830 Craig Park Court  
St. Louis, MO 63146

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST. LOUIS, MO 63146

494 1 MB 0.571 E0011X I0017 D12535092586 S2 P10179600 0001:0002



HILLIARD, TOWN OF  
PO BOX 249  
HILLIARD FL 32046-0249

Shipped to:  
TOWN OF HILLIARD  
37261 RUBY DRIVE  
HILLIARD, FL

RECEIVED  
MAR 12 2024

TOWN OF HILLIARD

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
2/22/24	3/01/24	022224JH				DIRECT	U431382

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
CORE & MAIN PO#- 1704503							
1315ADWHPW20	15 HP DW STORM WTIB SOLID 20' DUAL WALL 15650020IBPL BID SEQ# 10	540	540		20.85000	FT	11,259.00
1318ADWHPW20	18 HP DW STORM WTIB SOLID 20' DUAL WALL 18650020IBPL BID SEQ# 20	140	140		24.85000	FT	3,479.00
1324ADWHPW20	24 HP DW STORM WTIB SOLID 20' DUAL WALL 24650020IBPL BID SEQ# 30	100	100		41.06000	FT	4,106.00
131215NP	ADS 1215NP 12-15 HDPE FLARED END SEC F/HPDE PIPE BID SEQ# 50	30	30		303.41000	EA	9,102.30
131810NP	ADS 1810NP 18 HDPE FLARED END SEC F/HPDE PIPE BID SEQ# 60	8	8		522.20000	EA	4,177.60
132410NP	ADS 2410NP 24 HDPE FLARED END SEC F/HPDE PIPE BID SEQ# 70	8	8		547.26000	EA	4,378.08

Freight      Delivery      Handling      Restock      Misc.

Subtotal: 36,501.98  
Other: 0.00  
Tax: 0.00  
Invoice Total: \$36,501.98

Terms: NET 30  
Ordered By: DAWN

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted by the customer.  
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>.

[illegible]

P.O. No.

Date Vendor Claim Received by purchasing Dept.		/	/	
FUNDING-APPROPRIATION			AMOUNT	
TOTAL				
Abstract No.				

PAYEE'S  
NAME  
AND  
ADDRESS

Dates	Invoice No. & Description of Materials or Services	Unit Price	Amount
3/01/24	INVOICE # U431382 - See Attached CUSTOMER PO#- 022224JH Tax ID #03-0550887		36,501.98
		TOTAL	36,501.98

I, Jackie Hailstone, certify that the above account in the amount of \$ 36,501.98 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

Regional Credit Manager  
TITLE

CHIEF AUDITOR/DEPUTY



www.adspipe.com  
51-0105665

## CUSTOMER COPY

STRAIGHT BILL OF LADING – NOT NEGOTIABLE

**Ship To:** JS RUBY DRIVE / TOWN OF HILLIARD  
37261 RUBY DRIVE  
HILLIARD, FL, 32046-US

**Shipper:** P67-Winter Garden  
Advanced Drainage Systems, Inc.  
Winter Garden, FL, 34787

**Sold To:** CORE & MAIN  
ATTN: ACCOUNTS PAYABLE,  
SAINT LOUIS, MO, 63146

RECEIVED  
MAR 01 2024

TOWN OF HILLIARD

**Today's Date:** 29-FEB-24  
**Scheduled Date:** 14-MAR-2024 07:14:24  
**Trip Number:** LM2259380 219 MILES  
**Stop Sequence:** 5/ OADEBIMPE  
**Bill of Lading Number:** 8279184  
**Order Number:** 15190364 / 23069897  
**Customer PO Number:** 1704503  
**Customer Contact:** Dawn /  
**Carrier Invoice To:** PRO/TRK#:

If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign or stamp the following statement: The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.

SIGNATURE (STAMP) OF CONSIGNOR: \_\_\_\_\_

Notice: If this shipment is arranged through a broker, the carrier agrees that it will look solely to the broker for payment of its charges and shall not seek payment from the shipper, consignee, or beneficial owner of the shipment.

## NOTE:

**Driver:**  
JTAYLO/ G.A

**Trailer Number:**  
25981

DEL CHECK	QTY SHIPPED	QTY RELEASED	UOM	PRODUCT	DESCRIPTION
_____	27	27	ST	15650020IBPL2	15".HP DWALL STORM.WTIB.SOLID.20'
_____	7	7	ST	18650020IBPL2	18".HP DWALL STORM.WTIB.SOLID.20'
_____	2	2	ST	24650020IBEP2	24".EP HP DWALL STORM.WTIB.SOLID.20'
_____	30	30	EA	1215NP	12" / 15" END SECTION.(KIT - 25/PALLET)
_____	8	8	EA	1810NP	18" END SECTION.KIT.(25/PALLET)
_____	2	2	EA	2411NP	24" END SECTION.(BODY ONLY - 20/PALLET)
_____	2	2	EA	0944NP	24".END SECTION THREADED ROD
_____	2	2	EA	0942NP	END SECTION WING NUT.(BG/50)
_____	2	2	EA	0802LU	8#/GALLON CAN LUBRICANT.(BLUE)
_____	4	4	EA	0202LU	2#/QUART CAN LUBRICANT.(BLUE)

**Total Pieces:** 86  
**Delivery Notes:** Jobsite Contact - DAWN CARROL  
Phone - 904-675-9813

**Correct Weight is:** 4873 LBS

\*\*\*DRIVER MUST CAL DAWN HALF HOUR BEFORE DELIVERY TO MAKE SURE THE GATE IS



www.adspipe.com  
51-0105665

## CUSTOMER COPY

STRAIGHT BILL OF LADING – NOT NEGOTIABLE

**Ship To:** JS RUBY DRIVE / TOWN OF HILLIARD  
37261 RUBY DRIVE  
HILLIARD, FL, 32046-US

**Shipper:** P67-Winter Garden  
Advanced Drainage Systems, Inc.  
Winter Garden, FL, 34787

**Sold To:** CORE & MAIN  
ATTN: ACCOUNTS PAYABLE,  
SAINT LOUIS, MO, 63146

OPEN\*\*\*\*

Distributor Contact - FRED WILSON  
Phone - 904-268-7007

Today's Date: 29-FEB-24  
Scheduled Date: 14-MAR-2024 07:14:24  
Trip Number: LM2259380 219 MILES  
Stop Sequence: 5/ OADEBIMPE  
Bill of Lading Number: 8279184  
Order Number: 15190364 / 23069897  
Customer PO Number: 1704503  
Customer Contact: Dawn /  
Carrier Invoice To:  
PRO/TRK#:

**CARRIER NAME:**

*I have received, read and understand the Loading Precautions. Shipment received subject to the Transportation Agreement between shipper and carrier.*

**DRIVER SIGNATURE:****DATE:**3/1/24**CUSTOMER (PRINT):**Joel Hall**CUSTOMER SIGNATURE:**Joel L Hall**DATE:**3/1/2024





www.adspipe.com  
51-0105665

## CUSTOMER COPY

STRAIGHT BILL OF LADING – NOT NEGOTIABLE

Ship To: JS RUBY DRIVE / TOWN OF HILLIARD  
37261 RUBY DRIVE  
HILLIARD, FL, 32046-US

Shipper: P67-Winter Garden  
Advanced Drainage Systems, Inc.  
Winter Garden, FL, 34787

Sold To: CORE & MAIN  
ATTN: ACCOUNTS PAYABLE,  
SAINT LOUIS, MO, 63146

Today's Date: 29-FEB-24  
Scheduled Date: 14-MAR-2024 07:14:24  
Trip Number: LM2259380 219 MILES  
Stop Sequence: 4/ OADEBIMPE  
Bill of Lading Number: 8279185  
Order Number: 15190364 / 23080370  
Customer PO Number: 1704503  
Customer Contact: Dawn /  
Carrier Invoice To:  
PRO/TRK#:

If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign or stamp the following statement: The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.

SIGNATURE (STAMP) OF CONSIGNOR: \_\_\_\_\_

Notice: If this shipment is arranged through a broker, the carrier agrees that it will look solely to the broker for payment of its charges and shall not seek payment from the shipper, consignee, or beneficial owner of the shipment.

## NOTE:

Driver:  
JTAYLO/ G.A

Trailer Number:  
25981

DEL CHECK	QTY SHIPPED	QTY RELEASED	UOM	PRODUCT	DESCRIPTION
_____	3	3	ST	24650020IBEP2	24".EP HP DWALL STORM.WTIB.SOLID.20'
_____	6	6	EA	2411NP	24" END SECTION.(BODY ONLY - 20/PALLET)
_____	6	6	EA	0944NP	24".END SECTION THREADED ROD
_____	6	6	EA	0942NP	END SECTION WING NUT.(BG/50)

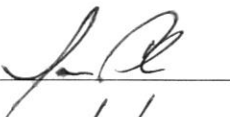
Total Pieces: 21  
Delivery Notes: Jobsite Contact - DAWN CARROL  
Phone - 904-675-9813  
\*\*\*DRIVER MUST CAL DAWN HALF HOUR BEFORE DELIVERY TO MAKE SURE THE GATE IS  
OPEN\*\*\*\*  
Distributor Contact - FRED WILSON  
Phone - 904-268-7007

Correct Weight is: 758 LBS

## CARRIER NAME:

I have received, read and understand the Loading Precautions. Shipment received subject to the Transportation Agreement between shipper and carrier.

DRIVER SIGNATURE:

  
DATE: 3/1/24

CUSTOMER (PRINT):

Joel Hall

CUSTOMER SIGNATURE:

Joel W Hall

DATE:

3/1/2024

# Energy Engineering Systems

13883 White Heron PL  
Jacksonville, FL 32224  
(904)631-0856  
[glentjr@yahoo.com](mailto:glentjr@yahoo.com)

DATE: March 3, 2024  
INVOICE # 170303

**Bill To:** Town Of Hilliard  
15859 West County Road 108  
Hilliard, FL 32046  
Attn: Ritchie Rowe

**Services Provided To:** Town Of Hilliard  
WWTP Controls

P.O. #	Services Provided By	Date	Ship Via	Terms	Due Date
	GlenTyson	3/3/2024		Net-30	

Product ID	Description	Hours/Qty	Unit Price	Line Total
3/01/24	Replaced the WWTP SBR Panelview. and supplied an external backup SBR graphic terminal.	1	1,537.00	1,537.00
Parts				

Make Checks Payable to: Energy Engineering Systems

SUBTOTAL	\$	1,537.00
PST 6.50%		-
GST 3.20%		-
SHIPPING & HANDLING		
TOTAL	\$	1,537.00
PAID		-
TOTAL DUE	\$	1,537.00

THANK YOU FOR YOUR BUSINESS!

*Julie L Hall*  
Water & Sewer  
Capital Purchase

401-06-83664