



AGENDA

Town of Hillsboro Beach Commission Meeting

July 7, 2020
9:00 AM



MAYOR

Honorable Deborah L. Tarrant

VICE MAYOR

Honorable Irene Kirdahy

COMMISSIONERS

Honorable Vicky Feaman
Honorable Barbara Baldassarre
Honorable Andrew R. Brown

TOWN MANAGER

William "Mac" Serda, ICMA-CM

TOWN ATTORNEY

Donald J. Doody

TOWN CLERK

Sherry D. Henderson, CMC

HILLSBORO BEACH TOWN HALL

1210 Hillsboro Mile
Hillsboro Beach, FL 33062
954-427-4011

www.TownofHillsboroBeach.com



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile, Hillsboro Beach, Florida 33062

July 7, 2020 | 9:00 AM

VIRTUAL TOWN COMMISSION MEETING AGENDA

MAYOR DEBORAH L. TARRANT
VICE MAYOR IRENE KIRDAHY
COMMISSIONER VICKY FEAMAN
COMMISSIONER BARBARA BALDASARRE
COMMISSIONER ANDREW R.BROWN

TOWN MANAGER WILLIAM 'MAC'SERDA, ICMA-CM
TOWN ATTORNEY DONALD J.DOODY, ESQ
TOWN CLERK SHERRY D.HENDERSON, CMC

CALL TO ORDER AND ROLL CALL

- A. VIRTUAL COMMISSION MEETING** - The July 7, 2020 Town of Hillsboro beach Commission Meeting will be a "Virtual" Meeting - utilizing Communications Media Technology ("CMT"), in accordance with Governor Ron DeSantis [Executive Order No. 20-69](#), dated March 20, 2020, [Executive Order No. 20-139](#), dated June 3, 2020 and Executive Order 20-150, dated June 23, 2020, relating to Emergency Management & Conducting Local Government Public Meetings in response to the Coronavirus (COVID-19) global health pandemic. Municipalities may conduct meetings of their governing boards without having a quorum of its members present physically or at any specific location, and utilizing communications media technology such as video conferencing as provided by Section 120.54 (5)(b)2, Florida Statutes.

Attending & Viewing the Town Commission Meeting: The public can attend/view the meeting utilizing WebEx, a web-based virtual meeting platform that allows the Town Commission, Town Staff, and the public to attend in a virtual environment.

- **Join WebEx Meeting** Meeting number: 132 420 3568 Password: 5HamZDmBq35

PROVIDING PUBLIC COMMENT - Persons desiring to provide public comment may do so by one of the methods listed below.

Please be sure to include your name and address for the record. Your comments will be limited to three minutes per person.

- **VIA EMAIL** – Public comments and documents may be submitted via email to TownClerk@TownofHillsboroBeach.com. Comments will be read aloud to the Commission and public and incorporate into the record. Emails will be accepted up until the end of the Public Comment portion of the Meeting.

LIVE WEBEX PARTICIPATION – If attending via WebEx online, during the meeting bring the mouse to the bottom of the screen and select the 4th icon from the right (“participants”). You will then see those participating electronically in the meeting.

- When the meeting gets to the applicable public comment section, click “raise hand” button next to your name on the right side of the screen. This will notify the meeting host that you would like to make a comment.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

I. APPROVAL OF MINUTES

- A.** June 2, 2020 Regular Commission Meeting (Virtual)

II. PRESENTATIONS

- A. Proclamation Presentation Recognizing the 100th Anniversary of the 19th Amendment of the United States Constitution, Granting Women the Right To Vote.**

Presented to Kamala Anadam, Ed. D. Founder & President, AAUW Weston

III. ORDINANCES

- A. Ordinance No. 2020-04** Amendment to Town Code of Ordinance, Chapter 4- Buildings and Building Regulations, Article II. Contractors, Sec. 4-18 Limitation on Hours of Construction **(Second Reading)**
- B. Ordinance No. 2020-05** Amendment to the Town Code of Ordinance - Seawall Ordinance, Chapter 12-Land Development, Div. 5-Zoning, Article XIII, Section 12-268 Seawalls **(First Reading)**

IV. DISCUSSION & POSSIBLE ACTION

- A.** Discussion & Possible Action on Designation of Voting Delegate for Florida League of Cities Business Meeting, Scheduled August 14, 2020 at 2:00pm

V. RESOLUTIONS & CONTRACTS

- A. Resolution No. 2020-40** Consideration to Approve & Authorize the Appropriate Town Officials To Execute the Interlocal Agreement (ILA) Related to Covid-19 Emergency Order Enforcement with Broward County
- B. Resolution No. 2020-41** Consideration to Approve and Authorize the Appropriate Town Officials to Submit Renewal Letters to Calvin, Giordano & Associates (CG&A) for Building and Permit Services
- C. Resolution No. 2020-42** Consideration to Approve & Authorize the Use of Federal Forfeiture Funds for Police Department; use of \$225,000.00 of Federal Forfeiture Funds to Acquire and Deploy Body Worn Cameras and In-Car Cameras; Use of \$110,000.00 Federal Forfeiture Funds to Develop a Marine Task Force Boating Operation and Use \$2,990.00 Federal Forfeiture Funds for Undercover Surveillance Equipment for Police Department.
- D. Resolution No. 2020-43** Consideration to Approve and Authorize the Proper Town Officials to Award and Execute Agreement with Axon Enterprise Inc. Piggybacking its Agreement with the City of Ft. Lauderdale, Florida Contract #00019484 for Body Worn Cameras and In-Car Cameras.
- E. Resolution No. 2020-44** Consideration to Approve and Authorize the Proper Town Officials to Execute Agreement with Tetra Tech, Inc. Piggybacking its Agreement with City of Deerfield Beach, Florida to Comply with FEMA Requirements to Procure Disaster Debris Monitoring.
- F. Resolution No. 2020-45** Consideration to Approve and Authorize the Proper Town Officials to Execute Agreement with Ashbritt, Inc. Piggybacking its Agreement with City of Deerfield Beach, Florida to Comply with FEMA Requirements to Procure Disaster Debris Hauling.
- G. Resolution No. 2020-46** Consideration to Approve and Authorize the Proper Town Officials to Negotiate and to Execute Renewal Agreement with WastePro of Florida, Inc. for Disposal of Solid Waste and Recycling Services.

VI. CONSENT

- A. INVOICES FOR APPROVAL**

1. **Akerman:** Invoice #9572732 Services rendered thru 05-31-2020 **\$34,289.72**
2. **CG&A:** Invoice #77381 Services thru 05-31-2020 **\$16,224.57**
3. **CG&A:** Invoice #78077 Services thru 06-30-2020 **\$22,599.72**
4. **Goren, Cherof, Doody & Ezrol, P.A.:** Invoice #31646 Services Rendered from 05-27-2020 thru 05-26-2020 **\$3,105.00** (General Matters)
5. **Goren, Cherof, Doody & Ezrol, P.A.:** Invoice #31647 Services Rendered from 05-27-2020 thru 06-22-2020 **\$2,578.65** (Deerfield Beach)
6. **Goren, Cherof, Doody & Ezrol, P.A.:** Invoice #31648 Services Rendered from 05-28-2020 thru 06-01-2020 **\$152.50** (Purchase form Winter Sun Investments LLC 1205 & 1206 Hillsboro Mile)
7. **Goren, Cherof, Doody & Ezrol, P.A.:** Invoice #31649 Services Rendered from 05-26-2020 thru 06-29-2020 **\$19,260.00** (adv. State of Florida (Bond Validation 2020))
8. **Goren, Cherof, Doody & Ezrol, P.A.:** Invoice #31650 Services Rendered from 06-03-2020 thru 06-08-2020 **\$90.00** (adv. David Pratt (Seagrape Revocable Trust) Appeal)
9. **Limousines of South Florida (LSF):** Invoice #20-0534-26 **\$6,083.87**
10. **Media Solutions, Inc.** Invoice #11734 **\$5,250.00**
11. **Oertel, Fernandez, Bryant & Atkinson P.A:** Invoice #19547 Services rendered thru 05-30-2020 **\$15,300.00**
12. **RMA:** Invoice #4508 **\$7,375.00**
13. **Shutts & Bowen LLP:** Invoice # 1454956 Services rendered thru 05-31-2020 **\$17,300.00**
14. **Sweetapple, Broeker & Varkas:** Invoice #10928 **\$9,750.00**

VII. STAFF UPDATES

A. Police Department

Presented by Chief Szesnat

B. Finance Dept

Presented by Stephen Bloom, Inframark

1. Financial Report for May 2020
2. Review of the FY2019 Audit Report
3. FY2021 Budget Presentation
4. Approval of the FY2021 Proposed Millage Rate and First Public Hearing Date (Action Item)

C. Building & Permits Dept

Presented by Steve Mitchell, Building Official, CG&A

D. Code Compliance

Presented by Mario Sotolongo

VIII. TOWN MANAGER REPORT

A. Presented by Mac Serda, ICMA-CM

1. Discussion on Town Entryway Welcome Signs
2. Update on RFP 2020-001 Paint Tall Hall & Police Station
3. Update on RFQ 2020-001 Easement Acquisition & Burying Utility Lines
4. Manager's Employee Recognition

IX. TOWN ATTORNEY REPORT

X. TOWN COMMISSION COMMENTS/REPORTS

XI. PUBLIC COMMENTS

XII. ADJOURNMENT

PLEASE TAKE NOTICE AND BE ADVISED that if any interested person desires to appeal any decision made by the Town Commission, Special Master or any other Boards or Commissions of the Town with respect to any matter considered at this meeting or hearing, such interested person will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The meeting/hearing may be continued from day to day, time to time, place to place, as may be found necessary during the aforesaid meeting. IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA) THIS DOCUMENT CAN BE MADE AVAILABLE IN AN ALTERNATE FORMAT (LARGE PRINT) UPON REQUEST AND SPECIAL ACCOMMODATIONS CAN BE PROVIDED UPON REQUEST WITH THREE (3) DAYS ADVANCE NOTICE. Please contact Sherry D. Henderson, IIMC-CMC, Town Clerk (954) 427-4011 Town Hall - 1210 Hillsboro Mile, Hillsboro Beach, Florida 33062.



DRAFT

**MINUTES
TOWN OF HILLSBORO BEACH
REGULAR COMMISSION MEETING**

TUESDAY

JUNE 2, 2020

9:00 A.M.

The June 2, 2020 Regular Commission Meeting was a “Virtual Meeting” utilizing Communications Media Technology (“CMT”), in accordance with Governor Ron DeSantis [Executive Order No. 20-69](#), dated March 20, 2020, relating to Emergency Management and Conducting Local Government Public Meetings in response to Coronavirus (COVID-19) global health pandemic. Municipalities may conduct meetings of their governing bodies without having a quorum of its members present physical or at an specific location, and utilizing communication media technology such as telephone or video conference, as provided by [Section 120.54 \(5\)\(b\)2](#) Florida Statutes.

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Deborah L. Tarrant called the meeting to order at 9:05 a.m. Town Clerk Henderson called roll with the Commission members and staff present via video as listed below.

Town Commission:

Mayor Deborah L. Tarrant
Commissioner Andrew R. Brown
Commissioner Barbara Baldassarre

Vice Mayor Irene Kirdahy
Commissioner Vicky Feaman

Town Staff:

Town Manager Mac Serda
DJ Doody, Town Attorney
Town Clerk Sherry D. Henderson, CMC

Town Manager Mac Serda shared the Governor’s order allowing for online meeting and outlined the procedure to be followed. He explained the notice given and provided instruction on the WebEx system being utilized to host the meeting online. He further noted public comment was being accepted by email, as well as on the WebEx system.

Mayor Tarrant read a statement paying tribute to the bravery and sacrifice of those service men who took part in the Normandy Landings on June 6, 1944. Codenamed Operation Neptune and often referred to as D-Day, it was the largest seaborne invasion in history – a turning point in World War II. The Board and staff observed a moment of silence.

APPROVAL OF AGENDA

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Brown, to approve the agenda as printed. In a roll call vote, the **motion** passed unanimously. (5-0)

I. APPROVAL OF MINUTES

A. Minutes of the May 5, 2020 Regular Commission Meeting (Virtual)

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to approve the minutes from the May 5, 2020 Regular Commission Meeting (Virtual) as printed. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Minutes of the May 13, 2020 Special Commission Meeting (Virtual)

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to approve the minutes from the May 13, 2020 Special Commission Meeting (Virtual) as printed. In a roll call vote, the **motion** passed unanimously. (5-0)

II. PRESENTATIONS

A. Performance Recognition for Hillsboro Beach Police Officer Alex MacLellan by Chief Szesnat

Chief Jay Szesnat recognized Officer MacLellan for his performance when he recently responded to a distress call while on the Marine Unit. Officer MacLellan was able to rescue two (2) paddle boarders who had become stranded. Chief Szesnat noted Officer MacLellan's supervisor had shared how impressed he was with the officer's actions.

Mayor Tarrant thanked Officer MacLellan for his heroics, and for his visibility amidst all the activity on the Intracoastal over the past few weeks.

III. ORDINANCES

A. Ordinance No. 2020-02 Amendment to Town Code of Ordinance and Enforcement Code Violations when the Town's Emergency Orders are not Followed (Second Reading)

Town Attorney DJ Doody read Ordinance 2020-02 by title only.

Mr. Serda stated this was second reading of the Ordinance, and previous comments to integrate a higher penalty amount had been integrated.

Mayor Tarrant opened public comment on the matter.

Mr. Serda called for any wishing to speak in the virtual meeting to raise their hands. None responded.

Town Clerk Henderson checked the email account published for public comment and found no comments.

Mayor Tarrant closed the public hearing.

Motion made by Commissioner Baldasarre, seconded by Vice Mayor Kirdahy, to adopt the second reading of Ordinance 2020-02. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Ordinance No. 2020-03 Amendment to Town Code of Ordinance to Amend Vacation Rental Ordinance (Second Reading)

Mr. Doody read Ordinance 2020-03 by title only.

Mr. Serda explained the Ordinance extended oversight of vacation rental beyond single family residences, to include condominiums. He noted the Ordinance applied to rentals of less than 30 days or more than three (3) times in a year.

Mayor Tarrant stated transient public lodging establishments which have on-site management are treated as hotels or motels and were not covered under this Ordinance. She noted both types of rentals should be contributing to Tourist Development Tax (TDT), a subject which is an ongoing challenge for the community when seeking funding.

Mayor Tarrant opened public comment on the matter.

Mr. Serda called for any wishing to speak in the virtual meeting to raise their hands. None responded.

Town Clerk Henderson checked the email account published for public comment and found no comments.

Mayor Tarrant closed the public hearing.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to adopt the second reading of Ordinance 2020-03. In a roll call vote, the **motion** passed unanimously. (5-0)

C. Ordinance No. 2020-04 Amendment to Town Code of Ordinance, Chapter 4 – Buildings and Building Regulations, Article II. Contractors, Section 4-18 Limitation on Hours of Construction (First Reading)

Mr. Doody read Ordinance 2020-04 by title only.

Mr. Serda explained the Ordinance was created at the request of the Commission during the May meeting. He noted the request had been for allowable construction hours to apply year-round, rather than having different allowances during the off-season.

Mr. Serda noted the Ordinance also changed the request for extensions to be made through the Town Manager, rather than through the Town Clerk. He noted public comment had been received asking that the dates when construction are not allowed be expanded from Thanksgiving, Christmas, and New Years to include all Federal holidays.

Mr. Doody asked that holidays be identified to avoid confusion.

The Commissioners and staff discussed the holidays they wanted to include in the Ordinance. They agreed to the following six (6) holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Mayor Tarrant opened public comment on the matter.

Mr. Serda called for any wishing to speak in the virtual meeting to raise their hands. None responded.

Town Clerk Henderson checked the email account published for public comment and shared a written comment from Robyn McCarty.

Ms. McCarty emailed to ask for clarification regarding the hours construction was allowed and to ask who to file a complaint with when restrictions were not followed. She also asked that the list of holidays when construction is not allowed be expanded to include all Federal holidays.

Mayor Tarrant closed the public hearing.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to amend the first reading of Ordinance 2020-04 to include the six (6) holidays discussed and to amend

the wording of the Ordinance to state the hours of construction were 8 a.m. to 6 p.m. year-round. In a roll call vote, the **motion** passed unanimously. (5-0)

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to adopt the first reading of Ordinance 2020-04 as amended. In a roll call vote, the **motion** passed unanimously. (5-0)

IV. DISCUSSION & POSSIBLE ACTION

A. Discussion on Broward County Land Use Policy 2.21.7 and the Town's Seawall Ordinance; Chapter 12-Land Development, Div. 5-Zoning, Article XIII., Sec. 12-268 Seawalls

Mr. Doody explained the County had adopted new wording surrounding tidal flood barriers in its Land Use Policy and sought direction from the Commission regarding whether a Town amendment was needed.

Continuing, Mr. Doody explained in the Broward County Ordinance their newly adopted definition of tidal barriers was broader than that of the Town. He asked if the Town wanted to allow tidal barriers other than seawalls to be consistent with the County Ordinance or remain more restrictive.

The Commissioners and staff discussed whether rip rap could be utilized as a tidal flood barrier under the County code, as well as whether it should be allowed in the Town.

The Commissioners and staff discussed whether language should be included differing between the northern portion of Town and the southern part, as well as historical flooding areas.

Mr. Doody stated he would bring forward an Ordinance at the July meeting for discussion.

V. OLD BUSINESS

A. Resolution No. 2020-32 Consideration to Approve and Adopt the Town of Hillsboro Beach Water Leak Policy (Tabled from the May 5, 2020 Commission Meeting.)

Mr. Serda stated Resolution 2020-32 had been tabled during the May meeting. He explained he had since spoken with Steven Mitchell, Building Official, and believed a policy would be helpful for those times a resident wants to request assistance so a process is in place.

Continuing, Mr. Serda noted the Resolution before the Commission was a scaled down version of the previous language, noting requests would come before the Commission rather than having amounts set.

Mayor Tarrant agreed it would be helpful to have a policy. She asked for amendments to match previous Commission discussion to exclude vandalism and Acts of God from the policy, as well as restricting the time to report to 30 days after repair.

Mr. Doody read Resolution 2020-32 by title only.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to adopt the Resolution 2020-32 as amended. In a roll call vote, the **motion** passed unanimously. (5-0)

VI. RESOLUTIONS & CONTRACTS

None.

VII. CONSENT AGENDA

1. **Akerman:** Invoice 9564368, April 2020 \$39,190.00 (Clerk's Note: correction \$46,897.36)
2. **Calvin, Giordano & Assoc, Inc (CG&A):** Invoice 76696, Services Rendered through April 2020 \$6,959.43.43
3. **Goren, Cherof, Doody, & Ezrol P.A.:** Invoice 31317, April/May 2020 \$6,959.43 (General Matters)
4. **Goren, Cherof, Doody, & Ezrol P.A.:** Invoice 31318, May 2020 \$8,488.75 (Deerfield Beach)
5. **Goren, Cherof, Doody, & Ezrol P.A.:** Invoice 31319, April/May 2020 \$1,622.50 (Purchase from Winter Sun Investments LLC)
6. **Goren, Cherof, Doody, & Ezrol P.A.:** Invoice 31320, May 2020 \$5,670.00 (Adv State of Florida – Bond Validation 2020)
7. **Goren, Cherof, Doody, & Ezrol P.A.:** Invoice 31317, April/May 2020 \$4,252.50 (Adv David Pratt – Seagrape Revocable - Appeal)
8. **Inframark:** Invoice 51433, May 2020 \$7,322.17
9. **Moffat & Nichol:** Invoice 747538, Services Rendered through Nov 2019 \$5,636.00
10. **Moffat & Nichol:** Invoice 747948, Services Rendered December 2019 \$36,838.27
11. **Moffat & Nichol:** Invoice 748689, Services Rendered July 2019 through January 2020 \$17,413.17
12. **Moffat & Nichol:** Invoice 749590, Services Rendered January 2020 through February 2020 \$17,413.77
13. **Moffat & Nichol:** Invoice 750936, Services Rendered March through April 2020 \$46,881.75
14. **Shutts & Bowen LLP:** Invoice 1452282, Services Rendered through April 2020 \$6,150.00

15. **Sweetapple, Broeker, & Varkas:** Invoice 10921, Services Rendered through April 2020 **\$5,025.00**
8. **RMA:** Invoice 4493 (March/ April 2020) **\$3,075.00**
9. **RMA:** Invoice 4494 (April/May 2020) **\$2,075.50**

Mayor Tarrant asked item 1 be pulled for discussion.

Motion made by Commissioner Baldassarre, seconded by Vice Mayor Kirdahy, to approve the Consent Agenda invoices as amended. In a roll call vote, the **motion** passed unanimously. (5-0)

Mayor Tarrant stated the disbursements were left out of the invoice item 1.

Mr. Serda stated corrections would be made to the invoice.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to approve Item 1 from the Consent Agenda as amended. In a roll call vote, the **motion** passed unanimously. (5-0)

VIII. STAFF UPDATES

A. Police Department - May 2020 Report

Police Chief Jay Szesnat stated the department had been busy. He noted he was on his second official day as Chief, and equipment overviews and operational reviews were currently in process.

Vice Mayor Kirdahy said she was receiving complaints from residents regarding bicyclist clubs coming through too fast. She noted there had been near misses by elderly residents, but she wasn't sure what could be done.

Chief Szesnat stated surrounding communities also have this issue, and it is something that is being worked on. He said they had been in contact with bicycle associations, as well as coordinating agencies, and working on a plan.

Continuing, Chief Szesnat asserted he takes the safety and security of the Town very seriously, and the County is working as a team. He noted cyclists may be a bit down on the list currently due to COVID-19 and hurricane season.

The Commissioners and staff discussed ongoing issues with large bicycle groups.

Mr. Serda commended Chief Szesnat for his team's efforts to be proactive in addressing issues surrounding large gatherings in the community.

B. Finance Department – May 2020 Report

John R. Mousseau, President & Chief Executive Officer with Cumberland Advisors gave an overview of the Town's investment portfolio and market trends.

Stephen Bloom reviewed a memo updating the Commission on the beach loan, explaining sufficient revenue was in place to pay off the loan in 2020 and there was no need to assess in 2021 as originally planned.

Mr. Bloom gave a brief overview of the financial report through April, sharing slides. He started with the General Fund, where revenue is at 91.4 percent of budget for the year due to collection of property taxes. He noted all departments are doing well in relation to the General Fund budget.

Continuing, Mr. Bloom reviewed special revenue funds, highlighting that building permits were down, and the fund had required an additional transfer. He noted the water fund had a surplus of \$211,000, which is set aside for future debt payment as well as repairs and maintenance.

Mr. Bloom shared an analysis of Workers Compensation claims, a 2020 taxable value report, and ongoing fuel expenses. He showed a chart including the trends in the Town's investment portfolio over the past four (4) years since investing began.

Mayor Tarrant reviewed line items in the report and asked questions. She pointed to the funds to move the buoys and encouraged staff not to lose sight of the issue.

C. Building Services Report – March 2020 Report

Steve Mitchell, Building Official with CG&A, provided his report. He stated workflow has been down over the past few months, with permitting dropping dramatically. However, he noted the large projects are still moving forward.

Mr. Mitchell referenced a memo he sent to Commissioners, noting positive feedback had been received on systems which had been adapted and streamlined to keep up with necessary closures. He stated plans for reopening the department are being examined with the Town Manager.

Mr. Serda pointed out appointments in the Building Department office will be available beginning Monday, June 8.

Mr. Serda asked for an update regarding FEMA elevation documents needed from Seabonay to move forward with work.

Mr. Mitchell stated documents have not been received, and work would be stopped later in the day due to noncompliance.

The Board and staff discussed ongoing issues surrounding the Seabonay project.

D. Code Compliance Report – February 2020 Report

Mario Sotolongo, Code Supervisor with CG&A, gave a brief update on Code Compliance. He stated it had been a good month, with four (4) cases opened and all four (4) now in compliance and preparing to close.

Continuing, Mr. Sotolongo stated maintenance notices have been given to 1205 and 1206 Hillsboro Mile. He said he is meeting this week to discuss mowing, coconut removal from trees for hurricane season and necessary pool cleaning.

Mr. Sotolongo said currently there aren't any Hillsboro Beach properties advertised on short-term rental websites. He stated he is checking every two (2) weeks.

Mr. Doody asked Mr. Sotolongo to update him regarding compliance on 1205 and 1206, as he is in contact with their counsel.

IX. TOWN MANAGER REPORT

A. Update on Painting Town Hall

Mr. Serda stated an RFP is on the street for painting and related construction on Town Hall. He asked for consensus from the Commission regarding the paint color.

The Commissioners and staff discussed entry way sign plans.

B. Update on Florida Department of Transportation (FDOT) A1A Re-Design

Mr. Serda stated the survey for the A1A re-design should be completed in the next few weeks. He noted he reemphasized the priorities of the Town related to the project, but progress remains in a holding pattern from the Town perspective.

Mayor Tarrant asked if there were any updates from the MPO related to the project.

Vice Mayor Kirdahy provided updates from the MPO meeting. She stated the State is \$8 million below budget estimates as of the end of April and there are concerns some projects may be dropped or postponed. She said she hopes it won't impact this project, because it is fully funded.

Mr. Serda stated he had also asked if the project was impacted by the shortfall at the State level, and he was assured by the FDOT project manager that deadlines would be met. He noted there is still a lot to be learned as things come together.

C. Update on Final Draft of Information Guide

Mr. Serda stated a draft of the Information Guide has been distributed to the Commissioners and asked for input on content by the end of the week.

Mr. Serda noted the hurricane guide was also ready and would also be disseminated later in the month.

D. Update on Florida Power & Light Overhead/Underground Conversion Project

Mr. Serda provided an update on the progress of the underground conversion project. The Town issued RFQ 2020-001 "Easement Acquisition and Burying Utility Lines" to secure an engineering company to assist with the easement acquisition. Brannon & Gillespie, Inc. previously identified 75 easements will be needed for this project. The solicitation bid for RFQ 2020-001 closes 7/1/2020 @ 2pm, upon review staff will be able to offer the Commission a recommendation to proceed.

X. TOWN ATTORNEY REPORT

Mr. Doody provided an update regarding the ongoing process of trying to reach a settlement agreement with Deerfield Beach. He requested a Shade Session during the month of June on a date acceptable to the Commission.

Mr. Doody stated the validation hearing regarding the purchase of 1205 and 1206 would be held on June 23 starting at 10:15 a.m., but the courthouse has been closed through July. He explained the hearing would be virtual and he would work with the provider to allow Commissioners to attend and keep them advised.

XI. TOWN COMMISSION COMMENTS/REPORTS

A. Commissioner Andrew R. Brown

None.

B. Commissioner Barbara Baldasarre

Commissioner Baldasarre reported the Broward League of Cities installed Commissioner Traci Callari of Hollywood, Florida as the new President on May 14, 2020 for the 2020/2021 term.

Commissioner Baldasarre stated she held a first Virtual Meeting for Condo Presidents and Property Managers on May 14. She said the group was small due to short notice, but additional contacts have been made since and another virtual meeting is planned for June 11.

C. Commissioner Vicky Feaman

Commissioner Feaman reported a solid waste and recycling virtual meeting was held on May 11. She stated the group is still in a fact-finding situation, which will be long term. She noted she will update as information becomes available.

D. Vice Mayor Irene Kirdahy

Vice Mayor Kirdahy updated regarding the recent MPO meeting. She stated Florida is preparing to start phase two (2) of recovery from COVID-19 and noted revenue sources are an issue.

E. Mayor Deborah L. Tarrant

Mayor Tarrant stated Broward County mayors continue to discuss reopening efforts.

Continuing, Mayor Tarrant said there has been an issue with communication from the Broward County Administrator, and stated she expects changes to come down regarding the County's method of government. She noted it has been difficult to get 31 mayors agreeing without a cohesive umbrella to work under.

XII. PUBLIC COMMENTS

Town Clerk Henderson checked the email account published for public comment and shared submitted comments.

Nicole Geiser emailed regarding the Code Enforcement report. She stated the pool at 1205 and 1206 Hillsboro Mile looks better, so someone has been there. In addition, she asked that the Commission be informed Mr. Serda has been excellent at keeping residents informed.

Jane Reiser spoke in the virtual meeting to thank the Police Department, staff, and Commissioners for keeping residents informed during the recent trying times.

Mr. Serda thanked Chief Szesnat for stepping up and being engaged. He stated there has been excellent communication and coordinated effort with surrounding municipalities.

Continuing, Mr. Serda stated there is a picture frame outside Town Hall during business hours so that residents can come by to leave well wishes for Chief Nagy's retirement as a token of appreciation for his years of service to the Town.

XIII. ADJOURNMENT

Motion made by Commissioner Feaman, seconded by Commissioner Baldassarre, to adjourn the meeting at 11:55 a.m. In a roll call vote, the **motion** passed unanimously.

ADOPTED THIS _____ DAY OF _____, 2020

By: _____
Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Proclamation Presentation Recognizing the 100th Anniversary of the 19th Amendment of the United States Constitution, Granting Women the Right To Vote.
Presented to Kamala Anadam, Ed. D. Founder & President, AAUW Weston

Submitting Dept: Town Clerk, Sherry D. Henderson, Town Clerk

Agenda Date: July 7, 2020

1. BACKGROUND/HISTORY

Whereas, the call for women's rights was proclaimed at the Seneca Falls Convention in 1848; and

Whereas, the demand for women's right to vote became the center piece of the women's rights movement since the Seneca Falls Convention; and

Whereas, women suffragists experienced ridicule, mockery, threats, alienation and imprisonment;

Whereas, the names of Elizabeth Cady Stanton, Lucretia Mott, Susan B. Antony, Alice Paul, Lucy Burns and Carrie Chapman Catt stand out as leading the movement over decades; and

Whereas, the women's role in World War I influenced President Wilson's support for the 19th Amendment granting women the right to vote; and

Whereas, Amendment 19 simply reads, "The right of citizens of the United States to vote shall not be denied or abridged by the United States or by any States on account of sex;" and;

Whereas, US House of Representative passed Amendment 19, 304 to 89, on May 21, 1919; and

Whereas, US Senate passed Amendment 19, 56 to 25, on June 4, 1919; and

Whereas, Wisconsin was the first state and Tennessee the last one to ratify Amendment 19; and

Whereas, it was a Tennessee mother who urged her son, a Congressman, to be a good boy and vote for the Amendment 19, which he did; and

Whereas, Amendment 19 became part of US Constitution on August 18, 1920 without much fanfare and ending almost a century of struggles, protests, torture and prison time; and

Now, Therefore, I, Mayor Tarrant, do hereby recognize and honor the 100th Anniversary of Amendment 19, granting the women right to vote and urge every citizen, who is eligible to vote, to vote in every election.

In Witness Whereof, I have hereunto set my hand on this 7th day of July 2020 and cause the official seal of the Town of Hillsboro Beach, Florida to be affixed.

2. CURRENT ACTIVITY



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Proclamation Request - 19th Amendment
 2. Hillsboro Beach 100th Anniversary of Amendment 19, Granting Women the Right To Vote Proclamation

Proclamation Request

Received 10/21/2019

From: KAMALA ANANDAM [<mailto:kanandam@att.net>]

Sent: Monday, October 21, 2019 10:07 AM

To: Kamala Anandam <kanandam@att.net>

Subject: 100th Anniversary of 19th Amendment in August 2020

Good morning! Let me introduce myself as the president of the Weston Branch of Am. Assoc. of University Women. We have prepared a proclamation to commemorate the 100th anniversary of Amendment 19 granting women the right to vote. We would like it to be read and recorded at every city commission meeting in Broward County. Our Weston Mayor Mr. Stermer suggested I contact you. I have attached the Proclamation but the ending has to be modified appropriately for each city. It needs to be read in August 2020.

I hope to hear from you to explore what needs to be done. Thank you for your time and your ideas.

Kamala Anandam Ed. D.
Founder & President, AAUW Weston
1300 Sunset Springs Weston, FL 33326
954 384 4460



Proclamation of the Honorable Mayor and Town Commission
of the Town of Hillsboro Beach, Florida recognizing:

**The 100th Anniversary for the 19th Amendment of the United States
Constitution, Granting Women the Right to Vote**



Whereas, the call for women's rights was proclaimed at the Seneca Falls Convention in 1848; and

Whereas, the demand for women's right to vote became the center piece of the women's rights movement since the Seneca Falls Convention; and

Whereas, women suffragists experienced ridicule, mockery, threats, alienation and imprisonment;

Whereas, the names of Elizabeth Cady Stanton, Lucretia Mott, Susan B. Antony, Alice Paul, Lucy Burns and Carrie Chapman Catt stand out as leading the movement over decades; and

Whereas, the women's role in World War I influenced President Wilson's support for the 19th Amendment granting women the right to vote; and

Whereas, Amendment 19 simply reads, "The right of citizens of the United States to vote shall not be denied or abridged by the United States or by any States on account of sex;" and;

Whereas, US House of Representative passed Amendment 19, 304 to 89, on May 21, 1919; and

Whereas, US Senate passed Amendment 19, 56 to 25, on June 4, 1919; and

Whereas, Wisconsin was the first state and Tennessee the last one to ratify Amendment 19; and

Whereas, it was a Tennessee mother who urged her son, a Congressman, to be a good boy and vote for the Amendment 19, which he did; and

Whereas, Amendment 19 became part of US Constitution on August 18, 1920 without much fanfare and ending almost a century of struggles, protests, torture and prison time; and

Now, Therefore, I, Mayor Tarrant, do hereby recognize and honor the 100th Anniversary of Amendment 19, granting the women right to vote and urge every citizen, who is eligible to vote, to vote in every election.

In Witness Whereof, I have hereunto set my hand on this 7th day of July 2020 and cause the official seal of the Town of Hillsboro Beach, Florida to be affixed.

By:

(seal)

Honorable Deborah L. Tarrant
Mayor

Attested By:

Sherry D. Henderson, CMC
Town Clerk



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Ordinance No. 2020-04 Amendment to Town Code of Ordinance, Chapter 4- Buildings and Building Regulations,
Article II. Contractors, Sec. 4-18 Limitation on Hours of Construction ([Second Reading](#))

Submitting Dept: Town Attorney, Sherry D. Henderson, Town Clerk

Agenda Date: July 7, 2020

1. BACKGROUND/HISTORY

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 4 ENTITLED "BUILDINGS AND BUILDING REGULATIONS", BY SPECIFICALLY AMENDING SECTION 4-18 ENTITLED "LIMITATION ON HOURS OF CONSTRUCTION"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. ORD 2020-04 Limitation on Hours of Construction (2nd reading)
2. 6699395

**TOWN OF HILLSBORO BEACH, FLORIDA
PUBLIC HEARING**

**Limitation on Hours of Construction
Tuesday, July 7, 2020 at 9:00 a.m.**

NOTICE IS HEREBY GIVEN that prior to the Town of Hillsboro Beach Commission's consideration of the **Second Reading** of Ordinance 2020-04, a Public Hearing will be held on **Tuesday, July 7, 2020 at 9:00 a.m.** via Webex Video Conference, in accordance with Governor Ron DeSantis Executive Order No. 20-69 dated March 20, 2020, and Executive Order No. 20-139, dated June 3, 2020 relating to Emergency Management & Conducting Local Government Public Meetings in response to Coronavirus (Covid-19) global health pandemic.

**ORDINANCE NO. 2020-04
LIMITATION ON HOURS OF CONSTRUCTION**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 4 ENTITLED "BUILDINGS AND BUILDING REGULATIONS", BY SPECIFICALLY AMENDING SECTION 4-18 ENTITLED "LIMITATION ON HOURS OF CONSTRUCTION"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at said meeting and be heard with respect to the proposed Ordinance, which may be inspected by the public. Email the Town Clerk at TownClerk@TownofHillsboroBeach.com

JOIN WEBEX MEETING Tuesday, July 7, 2020 9:00am (Eastern)

Meeting number: 132 420 3568 Password: 5HamZDmBq35

PROVIDING PUBLIC COMMENT

Persons desiring to provide public comment may do so by one of the methods listed below. Please be sure to include your name and address for the record. Your comments will be limited to three minutes per person.

- **VIA EMAIL** – Public comments and documents maybe submitted via email to TownClerk@TownofHillsboroBeach.com. Comments will be read aloud to the Commission and public and incorporated into the record. Emails will be accepted up until the end of the Public Comment portion of the Meeting.
- **LIVE WEBEX PARTICIPATION** – If attending via WebEx online, during the meeting bring the mouse to the bottom of the screen and select the 4th icon from the right ("participants). You will then see those participating electronically in the meeting. When the meeting gets to the applicable public comment section, click "raise hand" button next to your name on the right side of the screen. This will notify the meeting host that you would like to make a comment.

Sherry D. Henderson, CMC Town Clerk
6/16/2020

Order ID: 6699395

* Agency Commission not included

GROSS PRICE * : \$175.90**PACKAGE NAME:** SSC Notice of Public Meeting**Product(s):** Sun Sentinel, Affidavit, Floridapublicnotices.com**AdSize(s):** 1 Column**Run Date(s):** Wednesday, June 24, 2020**Color Spec.** B/W**Preview**

**TOWN OF HILLSBORO BEACH, FLORIDA
PUBLIC HEARING
LIMITATION ON HOURS OF CONSTRUCTION**

TUESDAY, JULY 7, 2020 AT 9:00 A.M.
NOTICE IS HEREBY GIVEN that prior to the Town of Hillsboro Beach Commission's consideration of the Second Reading of Ordinance 2020-04, a Public Hearing will be held on Tuesday, July 7, 2020 at 9:00 a.m. via Webex Video Conference, in accordance with Governor Ron DeSantis Executive Order No. 20-69 dated March 20, 2020, and Executive Order No. 20-139, dated June 3, 2020 relating to Emergency Management & Conducting Local Government Public Meetings in response to Coronavirus (Covid-19) global health pandemic.

**ORDINANCE NO. 2020-04
LIMITATION ON HOURS OF CONSTRUCTION**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 4 ENTITLED "BUILDINGS AND BUILDING REGULATIONS", BY SPECIFICALLY AMENDING SECTION 4-18 ENTITLED "LIMITATION ON HOURS OF CONSTRUCTION"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at said meeting and be heard with respect to the proposed Ordinance, which may be inspected by the public. Email the Town Clerk at TownClerk@TownofHillsboroBeach.com

JOIN WEBEX MEETING Tuesday, July 7, 2020 9:00am (Eastern)

Meeting number: 132 420 3568

Password: 5HamZDmBq35

PROVIDING PUBLIC COMMENT

Persons desiring to provide public comment may do so by one of the methods listed below. Please be sure to include your name and address for the record.

Your comments will be limited to three

Order ID: 6699395

* Agency Commission not included

GROSS PRICE * : \$175.90**PACKAGE NAME: SSC Notice of Public Meeting**

Your comments will be limited to three minutes per person.

- VIA EMAIL – Public comments and documents maybe submitted via email to TownClerk@TownofHillsboroBeach.com. Comments will be read aloud to the Commission and public and incorporated into the record. Emails will be accepted up until the end of the Public Comment portion of the Meeting.

- LIVE WEBEX PARTICIPATION – If attending via WebEx online, during the meeting bring the mouse to the bottom of the screen and select the 4th icon from the right ("participants). You will then see those participating electronically in the meeting. When the meeting gets to the applicable public comment section, click "raise hand" button next to your name on the right side of the screen. This will notify the meeting host that you would like to make a comment.

Sherry D. Henderson, CMC Town Clerk
06/24/20 6699395



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Ordinance No. 2020-05 Amendment to the Town Code of Ordinance - Seawall Ordinance, Chapter 12-Land Development, Div. 5-Zoning, Article XIII, Section 12-268 Seawalls ([First Reading](#))

Submitting Dept: Town Attorney, Sherry D. Henderson, Town Clerk

Agenda Date: July 7, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. 05 - Seawall Amendment- Tidal Ordinance v4 (00383182) FIRST READING 7-7-2020

ORDINANCE NO. 2020- 05

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING CHAPTER 12 ENTITLED “LAND DEVELOPMENT CODE”, BY SPECIFICALLY AMENDING SECTION 12-268 ENTITLED “SEAWALLS” BY AMENDING SECTION 12-268 (D) TO PROVIDE FOR A MINIMUM ALLOWABLE SEAWALL ELEVATION OF 5.0 FEET NAVD88 BY 2035; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission recognizes the impact of climate change on the Town of Hillsboro Beach and determines that specific measures must be undertaken in order to protect properties within the Town impacted by tidal waters; and

WHEREAS, the Town Commission recognizes and determines that seawalls are an effective tool to protect properties within the Town impacted by periodic King Tides effects; and

WHEREAS, in order to comply with Broward County Land Use Policy 2.21.7, the Town must adopt an ordinance to amend its Code providing for consistent top elevations of seawalls with that of Chapter 39, Article XXV – Resiliency Standards for Flood Protection - of the Broward County Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

Section 2. Chapter 12 of the Code of Ordinances entitled “Land Development Code” is amended by specifically amending Section 12-268 as follows:

Sec. 12-268. - Seawalls.

(A) *Purpose.* It is the purpose of this section to prevent flooding in the town caused by rising sea levels and the periodic King Tide effect that results in portions of State Road A-1-A becoming impassable and closed to vehicular traffic resulting in a risk to the health, safety and welfare of the residents of Hillsboro Beach. In order to protect the health, safety, and welfare of the citizens of the town and to prevent the adverse impacts on the State Road A-1-A caused by tidal waters from the Intracoastal Waterway, this section is intended to require improvements to one's real property to impede tidal waters flowing on to private and public property and causing damage to adjacent properties.

(B) *Findings.* Based on evidence associated with rising sea levels and King Tides presented in hearings, studies, and reports made available to the Town Commission and the resultant adverse impacts on municipalities located in South Florida including, but not limited to, "Leveraging Catastrophe Bonds : As a Mechanism for Resilient Infrastructure Project Finance"; "A Research Paper Reviewing Issues and Unintended Consequences related to Raising Minimum Building Finish Floor Elevations" prepared for City of Miami Beach; "City of Fort Lauderdale Frequently Asked Questions: Proposed Sea Wall Ordinance"; Miami Beach Flooding Mitigation Committee meetings minutes of July 9, 2014; City of Miami Beach memorandum dated February 18, 2015 relative to discussion regarding seawall height standards and its impact on single-family home development; and "Max Seawall Heights for Coastal Cities in Broward County"; a Powerpoint presentation entitled "King Tides, Sea Level Rise, and Seawalls in SE Florida" presented by Dr. Nancy Gassman; "King Tide 2016: A Glimpse at what South Florida's Future Could Like" Briefing Book for U.S. Congressman Ted Deutch; ~~and~~ "Climate Change and Sea-Level Rise in Florida" prepared by the Florida Oceans and Coastal Council, Tallahassee, Florida; USACE/Broward County Flood Risk Management Study for Tidally Influenced Coastal Areas, presentation dated September 4, 2018 from the Jacksonville District of the U.S. Army Corps of Engineers and the 2019 Unified Southeast Florida Regional Compact Climate Change Sea Level Rise Projection , the Town Commission finds:

- (1) The construction of new seawalls or the repair to existing seawalls to prevent tidal waters from flowing overland and leaving one's property is necessary to protect the health, safety, and welfare of the town residents; and
- (2) The town has a substantial interest in attempting to prevent the closure of State Road A-1-A due to tidal waters flowing overland from the Intracoastal waterway onto the state road;

(C) The following words when used in this section shall have the following meaning:

- (1) NGVD 29 or the National Geodetic Vertical Datum of 1929 means the vertical control datum established for vertical control surveying in the United States of America by the General Adjustment of 1929. ~~The datum is used to measure elevation or altitude above, and depression or depth below, mean sea level (MSL).~~
- (2) NAVD88 or the North American Vertical Datum means the vertical control datum of orthometric height established for vertical control surveying in the United States of America based upon the General Adjustment of the North American Datum of 1988. This vertical datum replaces the NGVD 29 datum and most surveys reference this datum.
- (3) Seawall means vertical or near vertical structures placed between an upland area and a waterway. For the purposes of the Land Development Code, rip rap is not considered a seawall.
- ~~(4) Rip rap means a foundation of unconsolidated boulders, stone, concrete or similar materials placed on or near a shoreline to mitigate wave impacts and prevent erosion.~~

(D) The top surface of a newly constructed seawall shall have a minimum elevation of 5.0 4.0 feet NAVD88 (see table). The elevation shall not exceed a maximum of the base flood elevation (BFE) as identified in the most recent FEMA Flood Insurance Rate Map (FIRM) for the property, except as specifically set forth herein. For properties with a BFE of 5.04.0 feet NAVD88, the minimum seawall elevation shall meet 5.0 4.0 feet NAVD88 and the maximum seawall elevation shall be 5.07.0 feet NAVD88. For waterfront properties with a habitable finished floor elevation of less than 5.0 4.0 feet NAVD88, a seawall may be constructed at less than the stated minimum elevation if a waiver is granted by the Town Commission. For properties within an X zone, the minimum seawall elevation shall meet 5.04.0 feet NAVD88 and the maximum shall meet the definition of grade defined as the base flood elevation requirement for the lowest floor as shown on the flood insurance rate map published by the Federal Emergency Management Agency (FEMA). Property owners choosing to construct seawalls at less than 5.0 feet NAVD88 are strongly encouraged to have the foundation designed to accommodate a future seawall height extension up to a minimum elevation of 5.0 feet NAVD88. All new or substantially repaired or substantially rehabilitated banks, berms, green-grey infrastructure, seawalls or, seawall caps, upland stem walls, or other similar infrastructure shall be designed and constructed to perform as tidal flood barriers on or before January 1, 2035 and shall have a minimum elevation of five (5) feet NAVD88. Tidal flood barriers shall have a minimum elevation of five (5) feet NAVD88. Applications for new or substantially repaired or substantially rehabilitated tidal flood barriers submitted prior to January 1, 2035, may be permitted a minimum elevation of four (4) feet NAVD88, if designed and constructed to accommodate a minimum elevation of five (5) feet NAVD88 by January 1, 2050.

Property's FEMA Flood Insurance Rate Map Location	Minimum Allowable Seawall Elevation	Maximum Allowable Seawall or Dock Elevation
In a floodplain with a base flood elevation greater than or equal to 5.0 feet NAVD88	<u>5.0 4.0</u> feet NAVD88	Base Flood elevation of the property
In a floodplain with a base flood elevation equal to <u>5.04.0</u> feet NAVD88	<u>5.0 4.0</u> feet NAVD88	<u>75</u> feet NAVD88
In an X zone, not in a floodplain	<u>5.0 4.0</u> feet NAVD88	Meet the definition of grade as defined herein.

- (1) Seawalls shall be designed and built in a substantially impermeable manner to prevent tidal waters from flowing through the seawall while still allowing for the release of hydrostatic pressure from the upland direction. To effectuate the release of hydrostatic pressure, if needed because of insufficient structural strength of the seawall, seawalls shall be designed to provide for "seepage holes" with adequate back-flow prevention or a valve with backflow preventer. Additionally, the design of seawalls shall take into account the existing historic storm water runoff patterns and provide for maintaining those patterns so as not to cause flooding of adjacent roadways.

- (2) Fixed docks may be constructed at an elevation less than the elevation of the adjacent seawall to which it is attached but shall not be constructed at an elevation more than 10 inches above the adjacent seawall's elevation. Floating docks shall be allowed and must be permitted and permanently attached to a marginal dock, finger pier, mooring pilings, or seawall.
- (3) Seawalls improvements constituting substantial repair at the time of permit application shall meet the minimum elevation and consider the design recommendations as set forth in this section for the continuous seawall for the length of the property. For the purposes of this section, substantial repair threshold shall mean any improvement to a structure as defined as follows:
- (a) If more than fifty percent (50%) of the total gross floor area of the building or more than fifty percent (50%) of a structure or more than fifty percent (50%) of its replacement value west of State Road A1A is damaged, destroyed or removed for any reason the entire building, structure or use thereof shall be required to meet the Town's Land Development Code.
- (4) All property owners shall maintain their seawalls in good repair. A seawall is presumed to be in disrepair if it allows for upland erosion, transfer of material through, around or over the seawall or allows tidal waters to flow unimpeded through the seawall to adjacent properties or public right-of-way or the seepage of water is restricted such that water remains on the land side of the seawall and intrudes on neighboring property or public facilities or right-of-way. Property owners failing to maintain their seawalls may be cited. The owner of the property on which the seawall is constructed is required to initiate a process, including, but not limited to, hiring a contractor or as an owner applying for a building permit, and be able to demonstrate progress toward repairing the cited defect within 60 days of receiving notice from the town and complete the repair within 365 days of citation or as extended by the Town Commission. The property owner shall insure that the seawall is designed and constructed to meet the minimum elevation requirement and design requirement as set forth in this section.
- (5) Property owners with seawalls below the minimum elevation, or permeable erosion barriers, or a land/water interface of another nature shall not allow tidal waters entering their property to impact adjacent properties or public rights-of-way or other public facilities. Property owners failing to prevent tidal waters from flowing overland and leaving their property may be cited. The owner of the property is required to initiate a process, including, but not limited to, hiring a contractor or as an owner submitting a building permit, and be able to demonstrate progress toward addressing the cited concern within 60 days of receiving notice from the town and complete the proposed remedy within 365 days of citation.
- (6) Any property owner required to install or repair a seawall or an existing structure or rip-rap under the Code of Ordinances may submit an alternative design including existing rip-rap to that specified in this section to be reviewed by the town's consulting engineer. If determined by the Town's Consulting Engineer that the functional requirements stated

herein are satisfied, the Town's Manager shall submit the alternate design to the Town Commission for its review and approval with or without conditions or denial.

(7) A property owner may construct an alternate tidal barrier only after filing an application for a variance and having the application for a variance approved by the Town Commission. In addition to proving a hardship the applicant shall be required to prove that the alternate tidal barrier shall not allow any tidal water to flow unto adjacent properties.

(8) Predictions and guidance relative to Sea Level Rise (SLR) will continue to be updated in Broward County and are subject to change based on new scientific and engineering recommendations as well as observed water level measurements with statistics. To account for this variability, seawalls shall be designed with the ability to be raised a minimum of 24 inches in the future should the Town deem necessary for adaptation to SLR. The seawall will need to be designed for the cap, with adjacent backfill, to be raised this height above the current established minimum elevation. Engineering drawings and calculations will be required for submittal as part of the building permit processing to demonstrate this required adaptation measure.

Section 3. If any section, subsection, sentence, clause or provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

Section 4. That all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. It is the intention of the Town Commission of the Town of Hillsboro Beach, that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of Town of Hillsboro Beach, Florida, and the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 6. Severability. In the event that any word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this section, is contrary to law, or against public policy, or shall for any reason whatsoever held to be invalid, illegal or unconstitutional, by any court of competent jurisdiction, such word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this section shall be null and void, and shall be deemed severed, and a separate, distinct, and independent provision from the remaining provisions of this section, and such holding shall in no manner affect the validity of the remaining words, phrases, portions, sub-sub-sections, sub-sections, or sections of this section, which shall remain in full force and effect. This section shall be construed in a manner to accomplish, to the greatest extent legally possible, the purposes of this section as expressed herein.

1
2 **Section 7.** This Ordinance shall be effective fifteen (15) days upon passage and adoption
3 by the Town Commission of the Town of Hillsboro Beach.

4
5 PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
6 HILLSBORO BEACH, FLORIDA, ON FIRST READING, THIS _____ DAY OF
7 _____, 2020.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO
BEACH, FLORIDA, ON SECOND AND FINAL READING, THIS _____ DAY OF _____,
2020.

8
9
10 By: _____
11 Deborah L. Tarrant, Mayor
12

13 ATTEST:

14
15 By: _____
16 Sherry D. Henderson, CMC
17 Town Clerk



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Discussion & Possible Action on Designation of Voting Delegate for Florida League of Cities Business Meeting, Scheduled August 14, 2020 at 2:00pm

Submitting Dept: Town Clerk, Sherry D. Henderson, Town Clerk

Agenda Date: July 7, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. 2020 Voting Delegate Memo



TO: Key Official

FROM: Michael Sittig, Executive Director

DATE: June 9, 2020

SUBJECT: 94th Annual FLC Conference – Required Business Meetings
VOTING DELEGATE INFORMATION

The Florida League of Cities' will hold a scaled down Annual Conference that will consist of the required business meetings on August 14, 2020. At this time, the meetings will be conducted in-person with remote access for those who do not wish to travel. The location will be in Orlando. The hotel will be announced soon.

The FLC Business Meeting is scheduled on Friday August 14, 2020 at 2:00 p.m. This meeting will likely be an in-person meeting with remote access. All voting will be conducted electronically. Due to the rapidly changing environment, a final decision will be made in early July.

It is important that each municipality designate one official to be the voting delegate for the FLC Business Meeting. Election of League leadership and adoption of resolutions are undertaken during the business meeting.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2019.

The chosen delegate will receive an email with further electronic voting instructions closer to conference.

If you have any questions on voting delegates, please email Eryn Russell at erussell@flcities.com. **Voting delegate forms (or any changes to the voting delegate) must be received by the League no later than August 7, 2020.**

Attachments: Form Designating Voting Delegate



94th FLC Annual Conference – Business Meetings
Florida League of Cities, Inc.
August 14, 2020

It is important that each member municipality designate one of their officials to cast their votes at the Annual Business Session. **League By-Laws require that each municipality select one person to serve as the municipalities voting delegate.** *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. The chosen delegate will receive an email with further electronic voting instructions closer to conference. For this reason, it is important that we have the correct email on file for the voting delegate. If the delegate changes, please notify us no later than August 7, 2020.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

Email of Delegate: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Fax: (850) 222-3806
Email: erussell@flcities.com



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Resolution No. 2020-40 Consideration to Approve & Authorize the Appropriate Town Officials To Execute the Interlocal Agreement (ILA) Related to Covid-19 Emergency Order Enforcement with Broward County

Submitting Dept: Town Manager, Sherry D. Henderson, Town Clerk

Agenda Date: July 7, 2020

1. BACKGROUND/HISTORY

Broward County is in need of a process and staff support to track, respond and enforce violations to the Emergency Order related to Covid-19

The attached ILA provides for a County-hosted computer system (QAlert) for the tracking of complaints and related activities for the County's Emergency Orders undertaken by the local municipalities.

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

Payment to the Town of \$700 per month will be made by the County, inclusive of all Town costs, with an expiration of December 31, 2020.

3. RECOMMENDATION

Staff recommends approval of the ILA

- ATTACHMENTS:**
1. QAlert Agenda Memo
 2. 40 - ILA w Broward County re Covid-19 Emergency Orders
 3. COVID-19-final-firm - Town of Hillsboro Beach 5 27 20



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Town Code Enforcement of County Emergency Orders

Submitting Dept: Town Manager

Agenda Date: June 23, 2020

1. BACKGROUND / HISTORY

The County is in need of a process and staff support to track, respond and enforce violations to the Emergency Order related to Covid-19

The attached ILA provides for a County-hosted computer system (QAlert) for the tracking of complaints and related activities for the County's Emergency Orders undertaken by the local municipalities.

2. CURRENT ACTIVITY

This tracking will provide for a mechanism for the County to reimburse the Town for enforcement actions within the Town's boundaries. CG&A (Mario Sotolongo) will be the primary contact using the QAlert system, and the Town Manager will be a secondary contact.

3. FINANCIAL IMPACT

Payment to the Town of \$700 per month will be made by the County, inclusive of all Town costs, with an expiration of December 31, 2020.

4. RECOMMENDATION

Staff recommends approval of the ILA.

Adopted by the Hillsboro Beach Mayor and Commission on this _____ day of _____, 2020.

RESOLUTION NO. 2020-40

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE INTERLOCAL AGREEMENT RELATED TO COVID-19 EMERGENCY ORDER ENFORCEMENT WITH BROWARD COUNTY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the appropriate town officials to execute the Interlocal Agreement Related To Covid-19 Emergency Order Enforcement with Broward County.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the Town Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves and authorizes the appropriate town officials to execute the Interlocal Agreement Related To Covid-19 Emergency Order Enforcement with Broward County. A copy of the Interlocal Agreement is attached hereto as Exhibit "A".

SECTION 3. The appropriate Town officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

1 **ADOPTED** by the Town Commission of the Town of Hillsboro Beach, Florida this ____
2 day of _____ 2020.
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6 **TOWN OF HILLSBORO BEACH, FLORIDA**
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9 _____
10 Deborah L. Tarrant, Mayor
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12 ATTEST:
13
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15 _____
16 Sherry D. Henderson, CMC
17 Town Clerk

RESOLUTION NO. 2020-40

RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR D. TARRANT	☐	☐
VICE MAYOR I. KIRDAHY	☐	☐
COMMISSIONER V. FEAMAN	☐	☐
COMMISSIONER B. BALDASARRE	☐	☐
COMMISSIONER A. BROWN	☐	☐

Return recorded document to:
Josie P. Sesodia, AICP, Director
Planning and Development Management Division
One North University Drive, Box 102
Plantation, FL 33324

Document prepared by:
Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

**INTERLOCAL AGREEMENT
RELATED TO
COVID-19 EMERGENCY ORDER ENFORCEMENT**

This Agreement is made and entered into by and between Broward County, a political subdivision of the State of Florida, hereinafter referred to as "County,"

and

City/Town of Hillsboro Beach, a municipal corporation existing under the laws of the state of Florida, hereinafter referred to as "City/Town," collectively referred to as the "Parties."

A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969."

B. Pursuant to Chapter 252, Florida Statutes, and Chapter 8 of the Broward County Code of Ordinances, Broward County Emergency Order No. 20-10 was issued on May 14, 2020, providing for a phased reopening of business activity beginning on Monday, May 18, 2020, with restrictions in accordance with a modified Phase 1 of Governor Ron DeSantis' Statewide reopening plan.

C. Pursuant to Section 8-56 of the Broward County Code of Ordinances, County and City/Town are authorized to implement and enforce the provisions of Emergency Orders issued by County including, but not limited to, Emergency Order Nos. 20-10, 20-12, 20-13, and any subsequent Emergency Orders issued by County (collectively, "Emergency Order").

D. The Parties are desirous of providing for enforcement of the Emergency Order and Section 8-56 of the Broward County Code of Ordinances within municipal boundaries by City/Town and for County's reimbursement to City/Town for said enforcement functions in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the Parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

- 1.1. City/Town agrees to enforce the provisions of the Emergency Order and Section 8-56 of the Broward County Code of Ordinances within municipal boundaries. City/Town enforcement shall consist of City/Town responding to all complaints of alleged violations of the Emergency Order within municipal boundaries no later than twenty-four (24) hours after receipt of the complaint(s) and, no later than forty-eight (48) hours after receipt of the complaint(s), City/Town shall input the "Outcome" of the complaint(s) into Broward County's 311 system (QAlert). An "Outcome" shall consist of one (1) of the following for each complaint: (a) complaint not substantiated; (b) warning notice issued; or (c) citation issued.
- 1.2. If a complaint is not originated via the QAlert or mybroward systems (i.e., complainant calls, e-mails, or otherwise contacts City/Town directly), City/Town shall enter the complaint into the QAlert and shall respond and input the Outcome consistent with the timeframes of Section 1.1.
- 1.3. City/Town shall enforce the provisions of Section 8-56 of the Broward County Code of Ordinances, that provides for penalties of up to One Thousand Dollars (\$1,000) per day, up to Fifteen Thousand Dollars (\$15,000) per violation, pursuant to the code enforcement processes of City/Town. Fines assessed against any person(s) and liens recorded against any property for enforcement action taken by City/Town pursuant to this Agreement shall run in favor of City/Town.
- 1.4. The QAlert system provides that, if a warning notice or citation is issued, the complaint will be reflected on County's searchable web-based COVID-19 enforcement dashboard. If a complaint is not substantiated, the complaint will not appear on the enforcement dashboard.
- 1.5. No later than seven (7) calendar days after the Effective Date of this Agreement, City/Town shall provide County with the name, phone number, and e-mail address of a designated City/Town employee who will be granted access to the QAlert and shall be responsible for entering new complaints and inputting the Outcome of new and existing complaints into QAlert.
- 1.6. County shall provide employee designated by City/Town with training and web-based tutorials on QAlert operation.

ARTICLE 2 – COMPENSATION

- 2.1. County shall provide a monthly payment to City/Town of Hillsboro Beach \$700 totaling \$4,900 for the seven-month term of this MOU.
- 2.2. The Parties agree that the amounts set forth in Section 2.1 are flat fee amounts and are inclusive of all costs incurred by City/Town in performing the enforcement functions herein including, but not limited to, the cost of hearings, mailings,

publication, photos, posting of property, and other ancillary costs of enforcement. In no event shall the monthly reimbursement amount or the total reimbursement to City/Town for the term of the Agreement exceed the amount set forth in Section 2.1.

- 2.3. City/Town shall invoice County monthly for enforcement action taken in the preceding month. Such invoice(s) shall include a list of all complaints received by City/Town the preceding month, whether through QAlert or directly by City/Town, and the Outcome for each complaint.
- 2.4. County shall reimburse City/Town no later than thirty (30) calendar days after the date of receipt of the invoice and proper documentation provided by City/Town pursuant to Section 2.3. If County reasonably determines that, during any month, based on the complaints City/Town is repeatedly failing to enforce any provision of the restrictions of the Emergency Order, City/Town shall not be eligible for reimbursement of any portion of the invoiced amount for that month and, if previously paid by County, City/Town shall be obligated to return such reimbursement in full.

ARTICLE 3 - TERM OF AGREEMENT

This Agreement shall commence on June 1, 2020, provided it is fully executed by the Parties and recorded in the public records of Broward County ("Effective Date") before June 30, 2020, and, unless written notice of termination by County or City/Town is provided pursuant to Article 6, Notices, shall continue in full force and effect until midnight, February 28, 2021. City/Town shall be entitled to reimbursement for enforcement services performed commencing on the Effective Date through and including December 31, 2020.

ARTICLE 4 – IMMUNITY; INDEMNIFICATION

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. City/Town and County are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.

ARTICLE 5 - INSURANCE

City/Town is an entity subject to Section 768.28, Florida Statutes, and City/Town shall furnish County with written verification of liability protection or self-insurance, in accordance with State law, prior to execution of this Agreement.

ARTICLE 6 - TERMINATION

This Agreement may be terminated by either party upon thirty (30) days notice to the other party of such termination pursuant to Article 7, Notices.

ARTICLE 7 – NOTICES

Whenever any party desires to give notice to another party, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgment of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, together with a contemporaneous copy via e-mail, to the addresses listed below and will be effective upon mailing or hand-delivery (provided the contemporaneous e-mail is also sent). The manner in which and persons to whom notice may be provided will remain the same unless and until changed by providing notice of such change in accordance with this article. The Parties respectively designate the following persons for receipt and issuance of notice:

To County:

Josie P. Sesodia, AICP, Director
Planning and Development Management Division
One North University Drive, Box 102
Plantation, FL 33324
E-mail address: JSesodia@Broward.org

With copy to:

County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, FL 33301
E-mail address: _____

To City/Town:

Town of Hillsboro Beach
Mac Serda, Town Manager
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
E-mail address: MSerda@TownofHillsboroBeach.com

ARTICLE 8 - MISCELLANEOUS PROVISIONS

- 8.1. Public Records. The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BROWARD COUNTY CUSTODIAN OF PUBLIC RECORDS, ALBERT CUMMINGS, AT (954) 357-8695, ACUMMINGS@BROWARD.ORG, ONE NORTH UNIVERSITY DRIVE, Box 102, PLANTATION, FLORIDA 33324, OR [City/Town's Custodian].

- 8.2. ASSIGNMENT: Neither party shall have the right to assign this Agreement.

8.3. WAIVER: The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

8.4. SEVERABILITY: In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.5. ENTIRE AGREEMENT: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8.6. INDEPENDENT CONTRACTOR: City/Town is an independent contractor under this Agreement. Services provided by City/Town pursuant to this Agreement shall be subject to the supervision of City/Town. In providing such services, neither City/Town nor its agents shall act as officers, employees, or agents of County. This Agreement shall not constitute or make the parties a partnership or joint venture.

8.7. MODIFICATION: It is further agreed that no modifications, amendments, or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.8. THIRD PARTY BENEFICIARIES: Neither County or City/Town intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that

there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

8.9. COMPLIANCE WITH LAWS: The Parties shall comply with all applicable federal, State, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.10. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the State courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY/TOWN AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

8.11. PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 of this Agreement shall prevail and be given effect.

8.12. DRAFTING: This Agreement has been negotiated and drafted by the Parties and shall not be more strictly construed against any party because of such party's preparation of this Agreement.

8.13. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

8.14. INCORPORATION BY REFERENCE. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

8.15. REPRESENTATION OF AUTHORITY. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date

he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.

8.16. RECORDING: This Agreement shall be recorded in the Public Records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.

8.17. NO CONTINGENT FEES. City/Town warrants that is has not employed or retained any company or person, other than bona fide employees working solely for County, to solicit or secure this Agreement, and that has not paid or agreed to pay any person, company, corporation, individual, or firm, other than bona fide employees working solely for City/Town, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement between County and City/Town related to COVID-19 Emergency Order enforcement on the respective dates under each signature: Broward County, signing by and through its County Administrator, and City/Town, signing by and through its _____, duly authorized to execute same by Commission action on the ____ day of _____, 20____.

County

WITNESSES:

Broward County, by and through
its Broward County Administrator

Print Name:

By _____
Bertha Henry
County Administrator

Print Name:

____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Maite Azcoitia (Date)
Deputy County Attorney

INTERLOCAL AGREEMENT RELATED TO COVID-19 EMERGENCY ORDER
ENFORCEMENT

City/Town

TOWN OF HILLSBORO BEACH

Attest:

By _____
Deborah L. Tarrant, Mayor

Sherry D. Henderson, CMC Town Clerk

____ day of _____, 20____

By _____
William M. Serda, Town Manager

____ day of _____, 20____

APPROVED AS TO FORM:

By _____
Donald J. Doody, Town Attorney

MA/
05/26/2020
COVID-19-final-frm



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Resolution No. 2020-41 Consideration to Approve and Authorize the Appropriate Town Officials to Submit Renewal Letters to Calvin, Giordano & Associates (CG&A) for Building and Permit Services

Submitting Dept: Town Clerk, Sherry D. Henderson, Town Clerk

Agenda Date: July 7, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. 41 - CGA Renewal
2. CONTRACT - CG&A Building Permits (signed 12-5-2017)

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1 **ADOPTED** by the Town Commission of the Town of Hillsboro Beach, Florida this
2 ____day of _____ 2020.

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TOWN OF HILLSBORO BEACH, FLORIDA

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Deborah L. Tarrant, Mayor

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9 **ATTEST:**

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Sherry D. Henderson, CMC

13 Town Clerk

AGREEMENT
BETWEEN THE TOWN OF HILLSBORO BEACH
AND CALVIN, GIORDANO & ASSOCIATES, INC.

THIS AGREEMENT is entered into on November 14, 2017 by and between the TOWN OF HILLSBORO BEACH, FLORIDA a political subdivision of the State of Florida 1210 Hillsboro Mile, Hillsboro Beach, FL 33062, hereinafter referred to as the "TOWN", and CALVIN, GIORDANO & ASSOCIATES, INC, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN has determined that it is in its best interest to piggyback the contract entered into between CONTRACTOR and the City of Deerfield Beach, Florida, utilizing contract number RFP #2014-15/26, effective June 3, 2015 titled, Building Department Services, attached hereto as Exhibit "A" and made a binding part hereof by this reference, hereinafter referred to as "COOPERATIVE CONTRACT," which was competitively solicited and negotiated by City of Deerfield Beach; and

WHEREAS, the CONTRACTOR has exhibited by its response to the City of Deerfield Beach solicitation that it is capable of providing the required services and agrees to provide the required services to the TOWN of HILLSBORO BEACH; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation and to be bound by the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1. DEFINITIONS.

The following terms in the COOPERATIVE CONTRACT are hereby re-defined for purposes of this agreement as follows:

SECTION 2. CONTRACT NUMBER.

The Town of HILLSBORO BEACH's agreement will be referenced as Contract Number R2017-904.

SECTION 3. TERM AND EFFECTIVE DATE.

{00205057.1 1182-0606490}

Rev 08/09/17

TAO
VENDOR *ib*

This Agreement shall become effective as of January 2, 2018 and expire on December 31st, 2018 unless renewed as set forth in Section 4 below.

SECTION 4. RENEWAL OF AGREEMENT.

The TOWN reserves the right to renew this Agreement in one (1) year increments by providing written notice to CONTRACTOR thirty (30) days in advance of the expiration date..

SECTION 5. PRODUCTS AND PRICING.

The CONTRACTOR will provide to the TOWN products and pricing as specified in the agreement attached hereto and made a binding part hereof.

SECTION 6. CONTRACT PROVISIONS.

The terms and provisions of the Cooperative Contract are incorporated herein and the parties hereto agree to be bound by all of the terms and conditions of the COOPERATIVE CONTRACT unless otherwise modified, supplemented or specified herein.

SECTION 7. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the TOWN and the CONTRACTOR. All notices required to be given to the TOWN or the CONTRACTOR pursuant to this Agreement shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

TOWN: Town of HILLSBORO BEACH, Florida
Attention: Town Manager
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

CONTRACTOR: CALVIN, GIORDANO & ASSOCIATES, INC,
1800 Eller Drive, Suite 600
Ft Lauderdale, FL 33316

SECTION 8. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to pursue legal action regarding this Agreement, venue for any

litigation shall lie in Broward County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim arising out of this Agreement which may be brought by either of the parties hereto.

SECTION 9. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 10. CONFLICT.

To the extent that any conflict shall arise between the TOWN Purchase Order or this Agreement and the terms and conditions of the COOPERATIVE CONTRACT, the terms and conditions of this Agreement and/or the TOWN Purchase Order shall prevail.

SECTION 11. FUND AVAILABILITY AND USE OF CONTRACTOR.

Services to be performed in accordance with this Agreement are subject to and contingent upon the annual appropriation of funds by the TOWN. In its sole discretion, the TOWN reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 12. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 13. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open for inspection during regular business hours by an authorized representative of the TOWN, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or a period of three years after completion of the full TOWN audit, whichever comes first. The TOWN shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The

TOWN also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the TOWN. The TOWN has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 14. PUBLIC RECORDS, AND INSPECTION.

Contractor agrees to comply with public records laws. This includes but is not limited to:

1. Keep and maintain public records as required by the Florida Statutes.
2. Upon request from the Town Clerk, provide the Town of HILLSBORO BEACH with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the applicable Florida Statutes.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost to the Town all public records in possession of the contractor or keep and maintain the public records as required by the Florida Statutes.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records at 954-427-4011, TC@TOHB.US, 1210 Hillsboro Mile, Hillsboro Beach, FL 33062.

SECTION 15. TERMINATION.

- a. Termination for Convenience: This Agreement may be terminated by the TOWN for convenience, upon seven (7) days written notice by the TOWN to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the TOWN against any loss pertaining to this termination. Contractor acknowledges and agrees that the dollars (10.00) of the compensation to be paid by TOWN, the receipt and adequacy of which is hereby acknowledged by Contractor is given as specific consideration to Contractor for TOWN's right to terminate this Agreement for convenience.
- b. Default by Contractor: In addition to all other remedies available to the TOWN, this Agreement shall be subject to cancellation by the TOWN for cause, should the

Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

SECTION 16. INDEMNIFICATION.

- a. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of Section ATTACHMENT A of the COOPERATIVE CONTRACT shall survive indefinitely.
- b. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

SECTION 17. BUDGETARY CONSTRAINTS.

In the event the TOWN is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

SECTION 18. INSURANCE.

The Town of HILLSBORO BEACH shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this

14 day of NOVEMBER, 2017.

CONTRACTOR

By: [Signature]
(Signature)

Name: Chris Giordano
(Print)

Title: Vice President

Date: 11/25/17

Attest: Sara R. Blumkin
Corporate Seal/Notary Public



TOWN OF HILLSBORO BEACH

By: Deborah L. Tarrant
Deborah Tarrant, Mayor

Date: 12/5/2017

Attest: Sherry D. Henderson
Sherry D. Henderson, TOWN Clerk

Approved as to form
and legal sufficiency

[Signature]
TOWN Attorney



PRODUCTS AND PRICING

The funding for this Contract shall be derived from the TOWN's revenue realized from the issuance of building permits by the TOWN. TOWN agrees to pay CONTRACTOR, for services provided to TOWN, an annual sum equal to eighty-five percent (85%) of such permit revenue, which shall be invoiced at the close of each month.

Within thirty (30) days from the end of the month, the Town will remit payment to the CONTRACTOR equal to 85% of the actual permit revenue.

At all times herein, the TOWN shall have the right, but not the obligation, to adjust the fees charged for building permits. CONTRACTOR may review and provide the TOWN with comment on the proposed fee adjustment, but at all times the right to adjust the fees shall be solely that of the TOWN.

In addition to the compensation noted above, CONTRACTOR shall invoice the Town for a one-time fee of \$6,000.00 for the set up, customization and implementation of INKforce permitting software. This fee will be invoiced prior to start up and payment will be due within 30 days of the invoice.



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Resolution No. 2020-42 Consideration to Approve & Authorize the Use of Federal Forfeiture Funds for Police Department; use of \$225,000.00 of Federal Forfeiture Funds to Acquire and Deploy Body Worn Cameras and In-Car Cameras; Use of \$110,000.00 Federal Forfeiture Funds to Develop a Marine Task Force Boating Operation and Use \$2,990.00 Federal Forfeiture Funds for Undercover Surveillance Equipment for Police Department.

Submitting Dept: Town Clerk, Sherry D. Henderson, Town Clerk

Agenda Date: July 7, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Forfeiture Request - Axon Body Camera & In-Car Camera (Police Dept)
 2. Forfeiture Request - Marine Task Force & Boat Equipment (Police Dept)
 3. Forfeiture Request - Undercover Surveillance Equipment (Police Dept)
 4. 42 - Federal Forfeiture Funds



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Federal Forfeiture Funds Expenditure Approval
Submitting Dept: Hillsboro Beach Police Department, Chief Szesnat
Agenda Date: July 7, 2020

BACKGROUND/HISTORY –

The Police Department has a detached officer with the US Drug Enforcement Agency (DEA) to provide assistance and expertise in covert undercover task force operations. To assist in defraying the costs from the DEA's long-term, protracted undercover investigations, the Police Department shares in the proceeds from forfeited funds.

CURRENT ACTIVITY –

Your approval is requested for the use of \$225,000.00 of Federal Forfeiture Funds to acquire and deploy body worn cameras and in-car cameras.

- AXON In Car Camera.
- AXON Body Cameras.

FINANCIAL IMPACT - Total requested from Federal Forfeiture Funds \$225,000.00 of the \$395,042.47 as confirmed by Inframark on June 17th, 2020.

RECOMMENDATION –

Commission approval of the use of forfeiture funds is recommended.



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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Agenda Item Cover Memo

Agenda Item: Federal Forfeiture Funds Expenditure Approval
Submitting Dept: Hillsboro Beach Police Department, Chief Szesnat
Agenda Date: July 7, 2020

BACKGROUND/HISTORY –

The Police Department has a detached officer with the US Drug Enforcement Agency (DEA) to provide assistance and expertise in covert undercover task force operations. To assist in defraying the costs from the DEA's long-term, protracted undercover investigations, the Police Department shares in the proceeds from forfeited funds.

CURRENT ACTIVITY –

Task Force Related Overtime and Expenses **\$110,000.00**

Your approval is requested for the use of \$110,000 of Federal Forfeiture Funds to purchase necessary items to develop a task force boating operation. The purpose of this operation will be to enhance boating safety along the Atlantic Ocean and Intracoastal Waterways. This task force includes, but not limited to, our Police Department, the Broward Sheriff's Office (BSO) and Florida Fish and Wildlife (FWC). This purchase will provide the following equipment.

- Motorola Radios
- Light Bar
- Garmin Depth Finder
- Yamaha 4 Stroke Engines
- Other task force related expenses

FINANCIAL IMPACT –

Total requested from Federal Forfeiture Funds \$110,000 of the \$403,019.22 as confirmed by Inframark on June 17th, 2020.

RECOMMENDATION –

Commission approval of the use of forfeiture funds is recommended.



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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Agenda Item Cover Memo

Agenda Item: Federal Forfeiture Funds Expenditure Approval
Submitting Dept: Hillsboro Beach Police Department, Chief Szesnat
Agenda Date: July 07, 2020

BACKGROUND/HISTORY –

The Police Department has a detached officer with the US Drug Enforcement Agency (DEA) to provide assistance and expertise in covert undercover task force operations. To assist in defraying the costs from the DEA's long-term, protracted undercover investigations, the Police Department shares in the proceeds from forfeited funds.

CURRENT ACTIVITY –

Your approval is requested to for the use of \$2,990 of Federal Forfeiture Funds to purchase covert surveillance equipment to be used as part of the DEA's Task Force undercover operations. This purchase will provide the DEA Task Force officer with critical covert equipment to continue his undercover surveillance operation in a safe and secure fashion.

FINANCIAL IMPACT - Total requested from Federal Forfeiture Funds \$2,990.00 of the \$395,042.47 as confirmed by Inframark on June 17th, 2020.

RECOMMENDATION –

Commission approval of the use of forfeiture funds is recommended.

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1 **SECTION 6.** All Resolutions or parts of Resolutions in conflict herewith, be
2 and the same are repealed to the extent of such conflict.
3

4 **SECTION 7.** If any clause, section or other part of this Resolution shall be held
5 by any court of competent jurisdiction to be unconstitutional or invalid, such
6 unconstitutional or invalid part shall be considered eliminated and will in no way affect
7 the validity of the other provisions of this Resolution.
8

9 **SECTION 8.** This Resolution shall become effective immediately upon its
10 passage and adoption.
11

12
13 ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this ____
14 day of _____ 2020.
15
16
17

18 TOWN OF HILLSBORO BEACH, FLORIDA
19

20 _____
21 Deborah L. Tarrant, Mayor
22

23 ATTEST:
24

25 _____
26 Sherry D. Henderson, CMC
27 Town Clerk



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Resolution No. 2020-43 Consideration to Approve and Authorize the Proper Town Officials to Award and Execute Agreement with Axon Enterprise Inc. Piggybacking its Agreement with the City of Ft. Lauderdale, Florida Contract #00019484 for Body Worn Cameras and In-Car Cameras.

Submitting Dept: Police, Sherry D. Henderson, Town Clerk

Agenda Date: July 7, 2020

1. BACKGROUND/HISTORY

Ordinance 2019-10 amended the Town's Procurement Code by revising the procurement limits and allowing "piggyback" contracts as a method of utilizing formal solicitations from other organizations. The Police Department is seeking to purchase in-car video and body cameras for all officers and in-service (not spare) police cars.

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

The Town's forfeiture funds, derived from the Town's police officer who is detached to the DEA, will provide the funding source for all of the equipment, installation and any related items. This purchase will not utilize any funds from the Town's General Fund.

3. RECOMMENDATION

Approval to award the contract to Axon utilizing the Omnia contract is requested.

- ATTACHMENTS:**
1. Agenda Cover Memo - AXON
 2. 43 - Axon piggyback w Ft Lauderdale (Body Cameras & in-car cameras
 3. City of Ft. Lauderdale Agreement
 4. AXON - TOHB 1
 5. AXON - TOHB 2



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: In-Car Video and Body Camera Procurement

Submitting Dept: Town Manager/Police Chief

Agenda Date: June 2, 2020

1. BACKGROUND / HISTORY

Ordinance 2019-10 amended the Town's Procurement Code by revising the procurement limits and allowing "piggyback" contracts as a method of utilizing formal solicitations from other organizations. The Police Department is seeking to purchase in-car video and body cameras for all officers and in-service (not spare) police cars.

2. CURRENT ACTIVITY

Omnia Partners is a purchasing cooperative that absorbed US Communities and created a large government and private purchasing consortium. The attached documentation contains quotations for the requested equipment, the contract award and price sheets to the equipment vendor, Axon. The solicitation was administered by the City of Fort Lauderdale, FL. Axon is the vendor used by BSO, Ft Lauderdale and the majority of police organizations in South Florida.

3. FINANCIAL IMPACT

The Town's forfeiture funds, derived from the Town's police officer who is detached to the DEA, will provide the funding source for all of the equipment, installation and any related items. This purchase will not utilize any funds from the Town's General Fund.

4. RECOMMENDATION

Approval to award the contract to Axon utilizing the Omnia contract is requested.

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3 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN
4 OF HILLSBORO BEACH, FLORIDA, AUTHORIZING THE
5 APPROPRIATE TOWN OFFICIALS TO FACILITATE THE
6 PURCHASE OF BODY WORN CAMERAS AND IN-CAR
7 CAMERAS WITH AXON ENTERPRISE, INC. PIGGYBACKING
8 THE TERMS OF THE CONTRACT BETWEEN AXON
9 ENTERPRISE, INC. AND THE CITY OF FORT LAUDERDALE
10 DATED DECEMBER 27, 2019; PROVIDING FOR CONFLICTS;
11 PROVIDING FOR SEVERABILITY; PROVIDING FOR AN
12 EFFECTIVE DATE.

14 **WHEREAS**, the Town Commission deems it to be in the best interests of the
15 Town to authorize the appropriate Town officials to facilitate the purchase of Body Worn
16 Cameras and In-Car Cameras with Axon Enterprise, Inc. piggybacking the terms of the
17 contract between Axon Enterprise, Inc. and the City of Fort Lauderdale dated December
18 27, 2019.

20 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF
21 THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:

23 **SECTION 1.** The foregoing "WHEREAS" clause is true and correct and hereby
24 ratified and confirmed by the Town Commission. All exhibits attached hereto are hereby
25 incorporated herein.

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida hereby authorizes the appropriate Town officials to facilitate the purchase of Body Worn Cameras and In-Car Cameras with Axon Enterprise, Inc. piggybacking the terms of the contract between Axon Enterprise, Inc. and the City of Fort Lauderdale dated December 27, 2019.

33 **SECTION 3.** The appropriate Town officials are authorized and directed to
34 execute the necessary documents to comply with this Resolution.

36 **SECTION 4.** All Resolutions or parts of Resolutions in conflict herewith, be
37 and the same are repealed to the extent of such conflict.

39 **SECTION 5.** If any clause, section or other part of this Resolution shall be held
40 by any court of competent jurisdiction to be unconstitutional or invalid, such
41 unconstitutional or invalid part shall be considered eliminated and will in no way affect
42 the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this ____day of _____ 2020.

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

50190519008
Add on
Q-239282-43822.806PS
Issued: 12/23/2019
Quote Expiration: 12/27/2019
Account Number: 150800
Payment Terms: Net 30
Delivery Method: Fedex - Ground
Contract Number: 00019484
OSP

SHIP TO

Brian Meo
Ft. Lauderdale Police Dept. - FL
1300 W. BROWARD BLVD
Fort Lauderdale, FL 33312
US

BILL TO

Ft. Lauderdale Police Dept. - FL
1300 W. BROWARD BLVD
Fort Lauderdale, FL 33312
US

SALES REPRESENTATIVE

Laura Egan
Phone:
Email: legan@axon.com
Fax:

PRIMARY CONTACT

Brian Meo
Phone: 954 828 5565
Email: brianm@fortlauderdale.gov

Year 1 - "OSP"

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
73655	AWARE PLUS A/V SERVICE LINE: 5 YEAR	400	0.00	0.00	0.00
Hardware					
75015	SIGNAL SIDEARM KIT	400	249.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	800	0.00	0.00	0.00
Other					
99901	ACCELERATE CONFERENCE REGISTRATION	3	599.00	0.00	0.00
73465	Performance Service: 5 Year	400	0.00	0.00	0.00
73510	REDACTION ASSISTANT 351-1000 SW AGENCY-WIDE LICENSE: 5 YEAR	1	0.00	0.00	0.00
73590	CITIZEN FOR COMMUNITIES 351-1000 SWORN AGENCY-WIDE LICENSE:	1	0.00	0.00	0.00
73427	Performance Annual Payment	400	275.00	275.00	110,000.00
73413	AXON AWARE PLUS ANNUAL PAYMENT	400	275.00	167.00	66,800.00
73422	AXON RECORDS ANNUAL PAYMENT	400	319.00	55.00	22,000.00
73513	REDACTION ASSISTANT 351-1000 SWORN ANNUAL PAYMENT	1	59,400.00	0.00	0.00
73593	CITIZEN FOR COMMUNITIES 351-1000 SWORN ANNUAL PAYMENT	1	59,400.00	0.00	0.00
75002	SIGNAL SIDEARM ADHESIVE MOUNT INSTALLATION KIT (SPARE)	2	4.99	0.00	0.00

Year 1 - "OSP" (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)					
0 73403	Aware Annual Payment	400	99.00	99.00	39,600.00
	Subtotal				238,400.00
	Estimated Shipping				0.00
	Estimated Tax				0.00
	Total				238,400.00

Year 1 - Unlimited

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
0 73655	AWARE PLUS AV SERVICE LINE: 5 YEAR	130	0.00	0.00	0.00
0 73420	AXON RECORDS LICENSE: 5 YEAR	130	0.00	0.00	0.00
Other					
0 73510	REDACTION ASSISTANT 351-1000 SW AGENCY-WIDE LICENSE: 5 YEAR	1	0.00	0.00	0.00
0 73590	CITIZEN FOR COMMUNITIES 351-1000 SWORN AGENCY-WIDE LICENSE:	1	0.00	0.00	0.00
0 73413	AXON AWARE PLUS ANNUAL PAYMENT	130	275.00	167.00	21,710.00
0 73427	Performance Annual Payment	130	275.00	275.00	35,750.00
0 73465	Performance Service: 5 Year	130	0.00	0.00	0.00
0 73422	AXON RECORDS ANNUAL PAYMENT	130	319.00	151.00	19,630.00
0 73403	Aware Annual Payment	130	99.00	99.00	12,870.00
	Subtotal				89,960.00
	Estimated Tax				0.00
	Total				89,960.00

Year 1 - T7

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
0 20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM	400	0.00	0.00	0.00
0 20141	TASER 7 EVIDENCE.COM LICENSE	400	0.00	0.00	0.00
0 20141	TASER 7 EVIDENCE.COM LICENSE	4	0.00	0.00	0.00
Hardware					
0 20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R	400	0.00	0.00	0.00
0 20040	TASER 7 HANDLE WARRANTY, 4-YEAR	400	0.00	0.00	0.00
0 20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR	4	0.00	0.00	0.00
0 20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	800	0.00	0.00	0.00

071019-NA Power cord - 4 - \$0 -

Year 1 - T7 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	800	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	800	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	800	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	800	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	800	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL	480	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR	480	0.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	360	0.00	0.00	0.00
20161	TASER 7 HOLSTER - SAFARILAND, LH+CARD CARRIER	40	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE	4	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	0.00	0.00	0.00
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)	24	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	24	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	4	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	20	38.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	20	38.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	750.00	0.00	0.00
Other					
20144	2019 - TASER 7 CERTIFICATION PLAN	400	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	0.00	0.00	0.00
20147	VR EMPATHY DEVELOPMENT AUTISM SCHIZOPHRENIA ACCESS: 5 YEAR	1	0.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET	1	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS: 5 YEAR	400	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	4	0.00	0.00	0.00

Year 1 - T7 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)					
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20088	2019 - TASER 7 CERTIFICATION PLAN YEAR 1 PAYMENT	400	660.00	669.00	267,600.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	150.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET	1	300.00	0.00	0.00
20147	VR EMPATHY DEVELOPMENT AUTISM SCHIZOPHRENIA ACCESS: 5 YEAR	1	0.00	0.00	0.00
Services					
85147	CEW STARTER	1	2,750.00	0.00	0.00
85150	CEW ADD-ON SERVICES	1	2,080.00	0.00	0.00
85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	4,350.00	0.00	0.00
Subtotal					267,600.00
Estimated Tax					0.00
Total					267,600.00

Trade-in

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
20104	TASER 7 TRADE-IN UPFRONT PURCHASE	400	0.00	0.00	0.00
20150	TASER 7 TRADE-IN CARTRIDGE	800	0.00	0.00	0.00
Subtotal					0.00
Estimated Tax					0.00
Total					0.00

Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R	12	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	12	0.00	0.00	0.00
Subtotal					0.00
Estimated Tax					0.00
Total					0.00

Year 2- OSP

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
99901	ACCELERATE CONFERENCE REGISTRATION	3	599.00	0.00	0.00
73593	CITIZEN FOR COMMUNITIES 351-1000 SWORN ANNUAL PAYMENT	1	64,800.00	0.00	0.00
73513	REDACTION ASSISTANT 351-1000 SWORN ANNUAL PAYMENT	1	64,800.00	0.00	0.00
73413	AXON AWARE PLUS ANNUAL PAYMENT	400	300.00	192.00	76,800.00
73427	Performance Annual Payment	400	300.00	300.00	120,000.00
73422	AXON RECORDS ANNUAL PAYMENT	400	348.00	84.00	33,600.00
73403	Aware Annual Payment	400	108.00	108.00	43,200.00
Subtotal					273,600.00
Estimated Tax					0.00
Total					273,600.00

Year 2 - Unlimited

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
73413	AXON AWARE PLUS ANNUAL PAYMENT	130	300.00	192.00	24,960.00
73427	Performance Annual Payment	130	300.00	300.00	39,000.00
73422	AXON RECORDS ANNUAL PAYMENT	130	348.00	180.00	23,400.00
73403	Aware Annual Payment	130	108.00	108.00	14,040.00
Subtotal					101,400.00
Estimated Tax					0.00
Total					101,400.00

Year 2 - T7

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	800	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	800	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	800	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	800	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	20	38.00	0.00	0.00

Year 2 - T7 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	20	38.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	20	38.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	20	38.00	0.00	0.00
Other					
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	4	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20089	2019 - TASER 7 CERTIFICATION PLAN YEAR 2 PAYMENT	400	720.00	720.00	288,000.00
Subtotal					288,000.00
Estimated Tax					0.00
Total					288,000.00

Year 3 - OSP

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
99901	ACCELERATE CONFERENCE REGISTRATION	3	599.00	0.00	0.00
73593	CITIZEN FOR COMMUNITIES 351-1000 SWORN ANNUAL PAYMENT	1	64,800.00	0.00	0.00
73513	REDACTION ASSISTANT 351-1000 SWORN ANNUAL PAYMENT	1	64,800.00	0.00	0.00
73413	AXON AWARE PLUS ANNUAL PAYMENT	400	300.00	192.00	76,800.00
73427	Performance Annual Payment	400	300.00	300.00	120,000.00
73422	AXON RECORDS ANNUAL PAYMENT	400	348.00	84.00	33,600.00
73403	Aware Annual Payment	400	108.00	108.00	43,200.00
Subtotal					273,600.00
Estimated Tax					0.00
Total					273,600.00

Year 3 - Unlimited

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
73413	AXON AWARE PLUS ANNUAL PAYMENT	130	300.00	192.00	24,960.00
73427	Performance Annual Payment	130	300.00	300.00	39,000.00
73422	AXON RECORDS ANNUAL PAYMENT	130	348.00	180.00	23,400.00

Year 3 - Unlimited (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)					
73403	Aware Annual Payment	130	108.00	108.00	14,040.00
				Subtotal	101,400.00
				Estimated Tax	0.00
				Total	101,400.00

Year 3 - T7

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	800	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	800	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	800	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	800	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	20	38.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	20	38.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	20	38.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	20	38.00	0.00	0.00
Other					
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	4	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20090	2019 - TASER 7 CERTIFICATION PLAN YEAR 3 PAYMENT	400	720.00	720.00	288,000.00
				Subtotal	288,000.00
				Estimated Tax	0.00
				Total	288,000.00

Year 4- OSP

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
99901	ACCELERATE CONFERENCE REGISTRATION	3	599.00	0.00	0.00
73593	CITIZEN FOR COMMUNITIES 351-1000 SWORN ANNUAL PAYMENT	1	64,800.00	0.00	0.00

Year 4- OSP (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)					
73513	REDACTION ASSISTANT 351-1000 SWORN ANNUAL PAYMENT	1	64,800.00	0.00	0.00
73413	AXON AWARE PLUS ANNUAL PAYMENT	400	300.00	192.00	76,800.00
73427	Performance Annual Payment	400	300.00	300.00	120,000.00
73422	AXON RECORDS ANNUAL PAYMENT	400	348.00	84.00	33,600.00
73403	Aware Annual Payment	400	108.00	108.00	43,200.00
Subtotal					273,600.00
Estimated Tax					0.00
Total					273,600.00

Year 4 - Unlimited

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
73413	AXON AWARE PLUS ANNUAL PAYMENT	130	300.00	192.00	24,960.00
73427	Performance Annual Payment	130	300.00	300.00	39,000.00
73422	AXON RECORDS ANNUAL PAYMENT	130	348.00	180.00	23,400.00
73403	Aware Annual Payment	130	108.00	108.00	14,040.00
Subtotal					101,400.00
Estimated Tax					0.00
Total					101,400.00

Year 4 - T7

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	800	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	800	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	800	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	800	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	20	38.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	20	38.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	20	38.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	20	38.00	0.00	0.00

Year 4 - T7 (Continued)

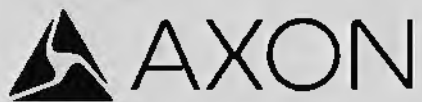
Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	4	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20091	2019 - TASER 7 CERTIFICATION PLAN YEAR 4 PAYMENT	400	720.00	720.00	288,000.00
Subtotal					288,000.00
Estimated Tax					0.00
Total					288,000.00

Year 5 - T7

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	800	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	800	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	800	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	800	0.00	0.00	0.00
Other					
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	4	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20092	2019 - TASER 7 CERTIFICATION PLAN YEAR 5 PAYMENT	400	720.00	720.00	288,000.00
Subtotal					288,000.00
Estimated Tax					0.00
Total					288,000.00

Grand Total 2,872,960.00

AL
12/27/19



Discounts (USD)

Quote Expiration: 12/27/2019

List Amount	4,243,497.98
Discounts	1,370,537.98
Total	2,872,960.00

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1 - "OSP"	238,400.00
Year 1 - Unlimited	89,960.00
Year 1 - T7	267,600.00
Trade-in	0.00
Spares	0.00
Year 2- OSP	273,600.00
Year 2 - Unlimited	101,400.00
Year 2 - T7	288,000.00
Year 3 - OSP	273,600.00
Year 3 - Unlimited	101,400.00

Summary of Payments (Continued)

Payment	Amount (USD)
Year 3 - T7	288,000.00
Year 4- OSP	273,600.00
Year 4 - Unlimited	101,400.00
Year 4 - T7	288,000.00
Year 5 - T7	288,000.00
Grand Total	2,872,960.00

Notes

Year one has been pro-rated to 11 months for the OSP and Unlimited offerings to align with agency annual billing dates on contract 766-11825 (quote Q-177266). This has been done according to an anticipated ship date range of 12/16/2019 - 12/31/2019 as the end date of these subscriptions is subject to change if the ship/start date changes.

The parties agree that Axon is granting a credit of \$20,400.00 (applied to Year 1 Payment) for the trade-in of CEW hardware. This credit is based on a ship date range of 12/16/2019-12/31/2019, resulting in a 1/15/2020 contract start date. Any change in this ship date and resulting contract start date will result in modification of this credit value which may result in additional fees due to or from Axon.

Pricing per National IPA Contract No. 151089

Fort Lauderdale has the option for an extension of up to one year at the conclusion of contract 766-11825 for the items below at the existing contracted pricing (also listed below). All pricing below is per user per year, except the dock TAP and BODYCAM TAP which is per item

SKU 87026 TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT \$216.00
 SKU 80086 UNLIMITED BWC BUNDLE: YEAR 5 PAYMENT \$948.00
 SKU 85070 TASER ASSURANCE PLAN ANNUAL PAYMENT BODYCAM 204.00

OSP7+ software items below (price valid when purchased together as a bundle): \$57/user

SKU 73510: REDACTION ASSISTANT AGENCY WIDE LICENSE
 SKU 73590: CITIZEN FOR COMMUNITIES AGENCY WIDE LICENSE
 SKU 73413: AXON AWARE PLUS ANNUAL PAYMENT
 SKU 73403: AWARE ANNUAL PAYMENT
 SKU 73427: PERFORMANCE ANNUAL PAYMENT
 SKU 73422: AXON RECORDS ANNUAL PAYMENT
 SKU 99901: ACCELERATE CONFERENCE REGISTRATION: Quantity - 3 included with agency bundle at no additional cost

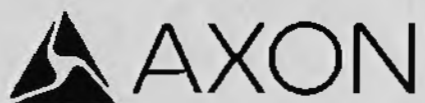
Tax is subject to change at order processing with valid exemption.

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

*****Axon Internal Use Only*****

		SFDC Contract #: Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		



Ft. Lauderdale Police Dept. - FL

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	



This Agreement is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and City of Fort Lauderdale ("**Agency**"). This Agreement is effective as of the last signature date hereto ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

Agency desires to utilize The City of Tucson Contract No. 151089 ("**Tucson Contract**") to purchase certain products and services from Axon. The Parties agree as follows:

1. The attached Quote is incorporated herein.
2. The terms of the Contract No. 766-11825 for Integrated Body Worn Cameras and Digital Evidence Management System, Citywide, Phase II between Axon and Agency ("**BWC Contract**") are incorporated herein.
3. The following appendices from Amendment 8 of the Tucson Contract ("**Tucson Appendices**") are incorporated herein, and modified as stated herein:
 - a. Technology Assurance Plan (TAP) Appendix
 - b. Axon Aware Appendix
 - c. Axon Records Appendix
 - d. Add-on Services Appendix
 - e. TASER 7 Terms
4. The following sentence is deleted from Section 1 of the TAP Appendix, and Section 2 of the TASER 7 Appendix:

A CEW user includes officers that use a CEW in the line of duty, and ones that only use a CEW for training.
5. Notwithstanding Section 6 of the TASER 7 Appendix, the City will have 365 days to return used hardware and accessories associated with the trade-in discount.
6. Section 7 of the TASER 7 Appendix is deleted and replaced with the following:

If payment for TASER 7 is more than 45 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination, TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
7. For avoidance of doubt, the terms herein, along with the Quote, BWC Contract, and Tucson Appendices, as modified herein, are the only terms that govern this Agreement. In the event of any inconsistency between the terms of this Agreement and the documents incorporated by reference, the inconsistency shall be resolved by giving precedence in the following order: (1) This Agreement, (2) the Quote, (3) The BWC Contract, and (4) the Tucson Appendices.



Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

DocuSigned by:

A handwritten signature in black ink, appearing to read 'R. Driscoll', written over a horizontal line.

Signature: _____

Name: Robert Driscoll

Title: VP, Assoc. General Counsel

Date: 12/27/2019 | 10:25 AM MST

City of Fort Lauderdale

Signature: SEE SIGNATURE PAGE

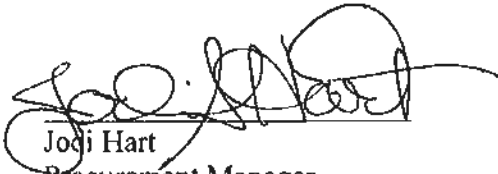
Name: _____

Title: _____

Date: _____

**AXON AGREEMENT FOR THE PURCHASE OF TASER 7 TERMS, TECHNOLOGY
ASSURANCE PLAN, AXON RECORDS APPENDIX, & ADD-ON SERVICES
APPENDIX)**

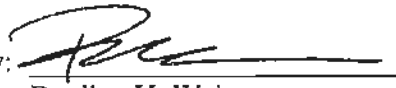
CITY OF FORT LAUDERDALE



Jodi Hart
Procurement Manager
Pursuant to Section 2-181(f)(1)
and Section 2.180(e) of the
Code of Ordinances of the City
of Fort Lauderdale

12/07/19
Date

Approved as to form:
Alain E. Boileau
City Attorney

By: 
Bradley H. Weissman
Assistant City Attorney

12/31/19
Date

Alexsis Logan

From: Paul Strozier
Sent: Friday, December 27, 2019 10:17 AM
To: Sales Orders; Caitlin Blackburn
Cc: Georgia Leacox; Chris Kirby
Subject: Fwd: Axon Agreement - mist book and ship CEW in Q4
Attachments: Axon Agreement.pdf

Hello,

Please process the attached order. CEWs must ship immediately, FOB destination terms.

Caitlin, Can you work on counter signature so we can send that to Ft Lauderdale (digital copy is fine)

Georgia, can you please add the salesforce link to this thread!

Get [Outlook for iOS](#)

From: Aneka Ackbersingh-Lewis <AAckbersingh-Lewis@fortlauderdale.gov>
Sent: Friday, December 27, 2019 10:06:05 AM
To: Paul Strozier <pstrozier@axon.com>
Cc: Bradley H. Weissman <BWeissman@fortlauderdale.gov>; Brian Meo <BrianM@fortlauderdale.gov>
Subject: Axon Agreement

Good Afternoon Mr. Strozier,

Pursuant to our conversation, please find attached a copy of the above-referenced Agreement. Once the agreement has been executed by Axon Officials, please provide our office with a copy for our records.

If you have any questions, please do not hesitate to contact our office for assistance.

Thank you

Aneka Ackbersingh-Lewis
Senior Legal Assistant
1300 West Broward Blvd
Fort Lauderdale, FL 33312
(954) 828-5622 | aackbersingh-lewis@fortlauderdale.gov



CITY OF FORT LAUDERDALE
CITY ATTORNEY'S OFFICE

Under Florida law, most e-mail messages to or from City of Fort Lauderdale employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the City, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

Alexsis Logan

From: Katie Kafarakis
Sent: Friday, December 27, 2019 9:43 AM
To: Georgia Leacox; Sales Orders
Cc: Paul Strozier
Subject: RE: [EXTERNAL:CAUTION!]- Shipping Info Needed

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Georgia,

First, congratulations on this deal!! Second, thank you for being a rock star and getting this info for us up front. We really appreciate it!

I've added Sales Orders in to this email chain so they can add the info below when processing.

Thanks again!

Katie

From: Georgia Leacox <georgia@taser.com>
Sent: Friday, December 27, 2019 9:30 AM
To: Katie Kafarakis <katiek@axon.com>
Cc: Paul Strozier <pstrozier@axon.com>
Subject: Fwd: [EXTERNAL:CAUTION!]- Shipping Info Needed

Hi Katie,

Fort Lauderdale Police Department's order will be coming in today. It has 400 T7 CERT packages.

See below completed by the point of contact on shipping information requested. Please let me know if you need any other information. 😊

GEORGIA LEACOX
Florida CEW Regional Manager

M / 407-376-4808
AXON.COM
TASER INTERNATIONAL IS NOW AXON

From: Brian Meo <BrianM@fortlauderdale.gov>
Sent: Friday, December 27, 2019 11:26:40 AM
To: Georgia Leacox <georgia@taser.com>
Subject: RE: [EXTERNAL:CAUTION!]- Shipping Info Needed

Officer Brian Meo
Fort Lauderdale Police Department
954-828-5565 Office
Brianm@fortlauderdale.gov

----- Original message -----

From: Georgia Leacox <georgia@taser.com>
Date: 12/27/19 11:23 AM (GMT-05:00)
To: Brian Meo <BrianM@fortlauderdale.gov>
Subject: [EXTERNAL:CAUTION!]- Shipping Info Needed

[::CAUTION!:] This email originated from outside The City of Fort Lauderdale.
Do Not Reply, click links, or open attachments from an unknown or suspicious origin. Confirm the email address is from an expected source before taking action.
Report any suspicious emails to spamadmin@fortlauderdale.gov

Hi Brian,

Can you advise on the following by answering via this email:

Contact Name for Shipment: Brian Meo
Cell Number: 954-658-1480
Hours for Receiving: Mon 8-4, Tues 7-3
Dock Available: No
Delivery Restrictions: No
Any guidelines: No

Thank you.

GEORGIA LEACOX
Florida CEW Regional Manager

M / 407-376-4808
AXON.COM
TASER INTERNATIONAL IS NOW AXON

Today



Alexsis Logan 1:20 PM

Hey Caitlin what are the shipping terms for this opp I did not see it in the email thread just got the countersigned d advise. Thank you. <https://axon.my.salesforce.com/006f300000sEkMvAAK>



Caitlin Blackburn 1:45 PM

It's FOB DES, Net 45

thanks!



Alexsis Logan 1:45 PM

perfect Thank you

loc, Please

new messag



AXON

Hillsboro Beach Police Dept.-FL

AXON SALES REPRESENTATIVE

Joe McKinney

jmckinney@axon.com

ISSUED

6/23/2020

Q-259158-44005.731JM

IC-1



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-259158-44005.731JM

Issued: 06/23/2020

Quote Expiration: 07/15/2020

Account Number: 206457

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Thomas Nagy
Hillsboro Beach Police Dept.-FL
1210 HILLSBORO MILE, B
Hillsboro Beach, FL 33062
US

BILL TO

Hillsboro Beach Police Dept.-FL
1210 HILLSBORO MILE, B
Hillsboro Beach, FL 33062
US

SALES REPRESENTATIVE

Joe McKinney
Phone:
Email: jmckinney@axon.com
Fax:

PRIMARY CONTACT

Thomas Nagy
Phone: (954) 427-6602
Email: tnagy@townofhillsborobeach.com

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80197	FLEET 2 UNLIMITED 60 PLAN LICENSE: 5 YEAR		4	0.00	0.00	0.00
80154	EVIDENCE.COM STORAGE, UNLIMITED, 5 YEAR UPFRONT, FLEET		4	0.00	0.00	0.00
Hardware						
71088	AXON FLEET 2 KIT		4	0.00	0.00	0.00
80181	EXTENDED WARRANTY, 4 YEAR, FLEET 2 KIT		4	0.00	0.00	0.00
1 11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD ESSENT (PRIME)		4	1,509.00	1,509.00	6,036.00
(1511) 2 71200	FLEET ROUTER ANTENNA, COMPACT 5-IN-1, BLACK		4	270.00	270.00	1,080.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET		4	0.00	0.00	0.00
71100	CABLE ASSEMBLY, POWER HARNESS, FLEET 2		4	0.00	0.00	0.00
Other						
3 80198	Fleet 2 Unlimited 60 Plan Annual Payment		4	1,188.00	1,188.00	4,752.00
No Custom Triggers	No Custom Triggers (Declined)		4	0.00	0.00	0.00

Q-259158-44005.731JM

2

10-2

Protect Life.

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Services						
4 74063	STANDARD FLEET INSTALLATION (PER VEHICLE)		4	1,200.00	1,200.00	4,800.00
					Subtotal	16,668.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	16,668.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
3 80198	Fleet 2 Unlimited 60 Plan Annual Payment		4	1,188.00	1,188.00	4,752.00
					Subtotal	4,752.00
					Estimated Tax	0.00
					Total	4,752.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
3 80198	Fleet 2 Unlimited 60 Plan Annual Payment		4	1,188.00	1,188.00	4,752.00
					Subtotal	4,752.00
					Estimated Tax	0.00
					Total	4,752.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
3 80198	Fleet 2 Unlimited 60 Plan Annual Payment		4	1,188.00	1,188.00	4,752.00
					Subtotal	4,752.00
					Estimated Tax	0.00
					Total	4,752.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
3 80198	Fleet 2 Unlimited 60 Plan Annual Payment		4	1,188.00	1,188.00	4,752.00
					Subtotal	4,752.00
					Estimated Tax	0.00
					Total	4,752.00
Grand Total						35,676.00

Q-259158-44005.731JM

4

IC-41

Protect Life.



Summary of Payments

Payment	Amount (USD)
Year 1	16,668.00
Year 2	4,752.00
Year 3	4,752.00
Year 4	4,752.00
Year 5	4,752.00
Grand Total	35,676.00

Notes

National IPA Contract No. 151089 is used for pricing and purchasing justification.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____

Date: _____

Name (Print): _____

Title: _____

PO# (Or write
N/A): _____

Please sign and email to Joe McKinney at jmckinney@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

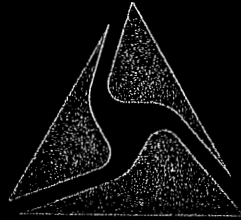
		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

Q-259158-44005.731JM

6

IC-6

Protect Life.



AXON

Hillsboro Beach Police Dept.-FL

AXON SALES REPRESENTATIVE

Joe McKinney

jmckinney@axon.com

ISSUED

6/23/2020

Q-258387-44005.732JM

BC - 1



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-258387-44005.732JM

Issued: 06/23/2020

Quote Expiration: 07/15/2020

Account Number: 206457

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Thomas Nagy
Hillsboro Beach Police Dept.-FL
1210 HILLSBORO MILE, B
Hillsboro Beach, FL 33062
US

BILL TO

Hillsboro Beach Police Dept.-FL
1210 HILLSBORO MILE, B
Hillsboro Beach, FL 33062
US

SALES REPRESENTATIVE

Joe McKinney
Phone:
Email: jmckinney@axon.com
Fax:

PRIMARY CONTACT

Thomas Nagy
Phone: (954) 427-6602
Email: tnagy@townofhillsborobeach.com

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
1 85035	EVIDENCE.COM STORAGE		1,000	0.75	0.75	750.00
73682	AUTO TAGGING LICENSE	1	6	0.00	0.00	0.00
2 85100	AXON AUTO TAGGING SERVICE: ANNUAL PAYMENT		6	180.00	180.00	1,080.00
73680	AWARE PLUS LICENSE	1	6	0.00	0.00	0.00
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT		480	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE		12	0.00	0.00	0.00
73420	AXON RECORDS LICENSE: 5 YEAR		12	0.00	0.00	0.00
80051	AXON AUTO TAGGING SERVICE ADD-ON: 5 YEAR		12	0.00	0.00	0.00
73655	AWARE PLUS AV SERVICE LINE: 5 YEAR		12	0.00	0.00	0.00
A 800127	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT		6	180.00	180.00	1,080.00
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM		12	0.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		60	0.00	0.00	0.00
Hardware						
3 73202	AXON BODY 3 - NA10		6	699.00	699.00	4,194.00
4 75015	SIGNAL SIDEARM KIT		6	249.00	249.00	1,494.00
75000	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		12	0.00	0.00	0.00
20008						
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		12	0.00	0.00	0.00

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2

BC-2

Protect Life.

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		36	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		36	0.00	0.00	0.00
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA		12	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		14	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		14	0.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		12	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		12	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		12	0.00	0.00	0.00
3 73202	AXON BODY 3 - NA10		12	699.00	699.00	8,388.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK		11	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		6	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		12	0.00	0.00	0.00
75015	SIGNAL SIDEARM KIT		12	0.00	0.00	0.00
5 74210	AXON BODY 3 - 8 BAY DOCK		2	1,495.00	1,495.00	2,990.00
6 70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		2	42.00	42.00	84.00
73304	5 YEAR OFFICER SAFETY PLAN 7 AB3 DOCK 8 BAY		2	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK		17	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		12	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		24	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		24	0.00	0.00	0.00

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BC-3

Protect Life.

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		24	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		24	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		24	0.00	0.00	0.00
Other						
73453	2019 - OFFICER SAFETY PLAN 7 PLUS		12	0.00	0.00	0.00
7	73413	AXON AWARE PLUS ANNUAL PAYMENT	6	300.00	300.00	1,800.00
	73460	EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR	12	0.00	0.00	0.00
	73465	Performance Service: 5 Year	12	0.00	0.00	0.00
	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	0.00	0.00	0.00
	20147	VR EMPATHY DEVELOPMENT AUTISM SCHIZOPHRENIA ACCESS: 5 YEAR	12	0.00	0.00	0.00
	20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET	1	0.00	0.00	0.00
	20146	TASER 7 ONLINE TRAINING CONTENT ACCESS: 5 YEAR	12	0.00	0.00	0.00
8	73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	12	2,388.00	2,388.00	28,656.00
	73470	REDACTION ASSISTANT 11-30 SWORN AGENCY-WIDE LICENSE: 5 YEAR	1	0.00	0.00	0.00
	73550	CITIZEN FOR COMMUNITIES 11-30 SW AGENCY-WIDE LICENSE: 5 YEAR	1	0.00	0.00	0.00
	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	0.00	0.00	0.00
Subtotal						50,516.00
Estimated Shipping						0.00
Estimated Tax						0.00
Total						50,516.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
2	85100	AXON AUTO TAGGING SERVICE: ANNUAL PAYMENT	6	180.00	180.00	1,080.00

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4

BC-4

Protect Life.

Year 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)						
1800137	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT		6	180.00	180.00	1,080.00
85110	EVIDENCE.COM INCLUDED STORAGE		60	0.00	0.00	0.00
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		24	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		24	0.00	0.00	0.00
Other						
7 73413	AXON AWARE PLUS ANNUAL PAYMENT		6	300.00	300.00	1,800.00
8 73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT		12	2,388.00	2,388.00	28,656.00
Subtotal						32,616.00
Estimated Tax						0.00
Total						32,616.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
2 85100	AXON AUTO TAGGING SERVICE: ANNUAL PAYMENT		6	180.00	180.00	1,080.00
1800141	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT		6	180.00	180.00	1,080.00
85110	EVIDENCE.COM INCLUDED STORAGE		60	0.00	0.00	0.00
Hardware						
73311	8-BAY DOCK AXON BODY CAMERA REFRESH ONE		2	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		24	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		24	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		24	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		24	0.00	0.00	0.00
Other						
7 73413	AXON AWARE PLUS ANNUAL PAYMENT		6	300.00	300.00	1,800.00
73309	AXON BODY CAMERA REFRESH ONE		12	0.00	0.00	0.00

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5

BC-5

Protect Life.

Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
8 73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT		12	2,388.00	2,388.00	28,656.00
Subtotal						32,616.00
Estimated Tax						0.00
Total						32,616.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
2 85100	AXON AUTO TAGGING SERVICE: ANNUAL PAYMENT		6	180.00	180.00	1,080.00
800157	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT		6	180.00	180.00	1,080.00
85110	EVIDENCE.COM INCLUDED STORAGE		60	0.00	0.00	0.00
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		24	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		24	0.00	0.00	0.00
Other						
7 73413	AXON AWARE PLUS ANNUAL PAYMENT		6	300.00	300.00	1,800.00
8 73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT		12	2,388.00	2,388.00	28,656.00
Subtotal						32,616.00
Estimated Tax						0.00
Total						32,616.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
2 85100	AXON AUTO TAGGING SERVICE: ANNUAL PAYMENT		6	180.00	180.00	1,080.00
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT		6	180.00	180.00	1,080.00
85110	EVIDENCE.COM INCLUDED STORAGE		60	0.00	0.00	0.00
Hardware						
73312	8-BAY DOCK AXON BODY CAMERA REFRESH TWO		2	0.00	0.00	0.00

Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		24	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		24	0.00	0.00	0.00
Other						
7 73413	AXON AWARE PLUS ANNUAL PAYMENT		6	300.00	300.00	1,800.00
73310	AXON BODY CAMERA REFRESH TWO		12	0.00	0.00	0.00
8 73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT		12	2,388.00	2,388.00	28,656.00
Subtotal						32,616.00
Estimated Tax						0.00
Total						32,616.00

Grand Total 180,980.00

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7

BC-7

Protect Life.



Summary of Payments

Payment	Amount (USD)
Year 1	50,516.00
Year 2	32,616.00
Year 3	32,616.00
Year 4	32,616.00
Year 5	32,616.00
Grand Total	180,980.00

Notes

Omnia/National IPA/Tucson Contract No. 151089 is used for price and purchase justification.

Sku "73414 Axon Aware Plus Annual Payment" is a combination of SKUS "73403" and "73413" in the contract pricing.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at <https://www.axon.com/legal/sales-terms-and-conditions> and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____

Date: _____

Name (Print): _____

Title: _____

PO# (Or write
N/A): _____

Please sign and email to Joe McKinney at jmckinney@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

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9

BC-9

Protect Life.



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Resolution No. 2020-44 Consideration to Approve and Authorize the Proper Town Officials to Execute Agreement with Tetra Tech, Inc. Piggybacking its Agreement with City of Deerfield Beach, Florida to Comply with FEMA Requirements to Procure Disaster Debris Monitoring.

Submitting Dept: Town Clerk, Sherry D. Henderson, Town Clerk

Agenda Date: July 7, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. 44 - Tetra disaster debris monitor services piggyback DFB
2. DFB Awarded Agreement Tetra Tech Inc
3. Tetra Tech, Inc

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SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this ____ day of _____ 2020.

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC Town Clerk

AGREEMENT

Between

CITY OF DEERFIELD BEACH

and

TETRA TECH, INC.

for

DISASTER DEBRIS MONITORING SERVICES

RFP # 2016-17/25

AGREEMENT

This is an agreement, made and entered into by and between: CITY OF DEERFIELD BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY,"

AND

TETRA TECH, INC., a Florida corporation, hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, pursuant to RFP #2016-17/25 (the RFP) the CITY accepted competitive proposals for Disaster Debris Monitoring Services (the Services); and

WHEREAS, the Services are delineated in the RFP and are set forth in attached Attachment A; and

WHEREAS, this Agreement, the RFP and the CONTRACTOR's Response constitute the entire Agreement and describe the Services to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the RFP, the evaluation committee and the City Commission of the City of Deerfield Beach, Florida, the CITY has determined that the CONTRACTOR will be the Contractor for this award and that CONTRACTOR has the necessary resources, experience and ability to perform the Agreement at a competitive price; and

WHEREAS, the CITY has awarded the Agreement to CONTRACTOR for the Services on June 6, 2017, Resolution No 2017/066;

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE I

INTRODUCTION, DEFINITIONS AND SCOPE OF SERVICES

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 *Definitions:* For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

Agreement - means this document, Articles 1 through 9, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.

Contract Administrator means the City employee designated by the City Manager. The primary responsibilities of the Contract Administrator are to coordinate and communicate with the

CONTRACTOR and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

FEMA means the Federal Emergency Management Agency.

Notice to Proceed means the written notice given by the City to the Contractor of the date and time for work to start.

Project Manager means the individual appointed by the Contractor to be the City's primary point-of-contact and who is responsible for all services and personnel that are provided by the Contractor pursuant to this RFP and contract.

Purchase Order means the document issued by the Contract Administrator setting for the services to be provided and the unit prices for such services.

Services means all the work required by the CONTRACTOR under this Agreement.

- 1.3 This Agreement, the RFP, together with the response to the RFP of CONTRACTOR and the Optional Services proposed by the CONTRACTOR set forth in Attachment E, attached hereto and made a part hereof, shall constitute the entire Agreement. The parties agree that the scope of services as set forth in Attachment A, attached hereto and made a part hereof, is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 1.4 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the RFP and the CONTRACTOR'S Response to RFP#2016-17/25. The unit prices in CONTRACTOR's Response to RFP#2016-17/25 are attached hereto and made a part hereof as Attachment D. When the terms and conditions of this Agreement may be read as consistent with the /RFP, then and in that respect, the terms of both the RFP and this Agreement shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Agreement contradict anything as set forth in the RFP or the response to the RFP, then the terms and conditions of this Agreement shall be binding and in full force and effect to the extent of any inconsistency. The CONTRACTOR is required to participate in certain City-directed disaster recovery training and/or exercises at no cost to the City.
- 1.5 This is a non-exclusive Agreement. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.
- 1.6 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.
- 1.7 This Agreement will be activated by the Contract Administrator by means of Purchase Order

at the direction of the City Manager only in the event of any emergency. As such, no compensation will accrue to the CONTRACTOR unless and until this Agreement is activated by the Contract Administrator either in anticipation of a natural or man-made disaster or immediately after such disaster. The Purchase Order will set out the services to be performed and the amount of compensation for the requested Services.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The initial Agreement term shall be three (3) years from the date of award, with the option to renew the Agreement for two (2) additional two (2) year periods providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved in accordance with the provisions of Resolution 2017/___.
- 2.2 In the event services are scheduled to end because of the expiration of the contract, the CONTRACTOR shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing Agreement. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

ARTICLE 3

COMPENSATION, BILLING AND PAYMENT

- 3.1 CITY agrees to pay CONTRACTOR the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to a Purchase Order issued by the Contract Administrator, which amount shall be accepted by CONTRACTOR as full compensation for all such work. No amount shall be paid to CONTRACTOR to reimburse its expenses.
- 3.2 CONTRACTOR may submit invoices for compensation after completion of the work set out in the Purchase Order but no more often than on a monthly basis. Invoices shall designate the nature of the services performed. CONTRACTOR shall certify that each subcontractor and suppliers which provided services or supplies included in the invoice has been paid.
- 3.3 To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.
- 3.4 CITY shall pay CONTRACTOR within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.
- 3.5 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of

inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

3.6 Payment shall be made to CONTRACTOR at:

TETRA TECH, INC.
2301 Lucian Way, Suite 120
Maitland, FL 32751

ARTICLE 4
TERMINATION OR SUSPENSION

- 4.1 This Agreement may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 4.2 This Agreement may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. Termination for cause may also include the actions or inactions of the CONTRACTOR that in the sole determination of the CITY may jeopardize the CITY's ability to seek reimbursement from FEMA.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 4.4 In the event this Agreement is terminated for convenience; CONTRACTOR shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Agreement for convenience.
- 4.5 In the event this Agreement is terminated for any reason; any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1

of Article 6.

- 4.6 Should at any time during the term of this Agreement, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this Agreement, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
- 4.7 In the event the Agreement is terminated, the City may assign the Agreement to another CONTRACTOR, or seek a new CONTRACTOR, until the Agreement is re-let, or until the end of the Agreement term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

INDEMNIFICATION

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by City Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

ARTICLE 6

INSURANCE

- 6.1 To ensure the indemnification obligation contained above, CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth in Sections 6.3, 6.4, 6.5, and 6.6, in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.

- 6.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONTRACTOR shall pay all deductible amounts, if any. CONTRACTOR shall specifically protect CITY and the City of Deerfield Beach City Commission by naming CITY and the City of Deerfield Beach City Commission as additional insureds under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.
- 6.3 Commercial Liability Insurance. A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
- 6.3.1 Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Agreement including any hold harmless and/or indemnification Agreement, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.
- 6.4 Professional Liability (Errors & Omissions) Insurance. Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. Consultant shall notify the City in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. Consultant acknowledges that the City is relying on the competence of the Consultant to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them at no cost to City and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.
- 6.5 Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).
- 6.6 Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition,

the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.

- 6.7 CONTRACTOR shall furnish to CITY's Contract Administrator Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within fifteen (15) calendar days after notification of award of the Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement. The Certificate of Insurance shall be in form similar to and contain the information set forth in Form 00708, to be provided by CITY's Risk Management Division. CONTRACTOR's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.
- 6.8 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is completed. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- 6.9 City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONTRACTOR uses a subcontractor, CONTRACTOR shall ensure that subcontractor names City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

ARTICLE 7

EEO AND ADA COMPLIANCE

- 7.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or sub-consultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as CITY deems appropriate.
- 7.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and

activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 8

MISCELLANEOUS

8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

8.2.1 CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

8.2.2 CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida

Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; specifically, to:

8.2.2.1 Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;

8.2.2.2 Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law;

8.2.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

8.2.2.4 Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

8.2.3 If CONTRACTOR does not comply with this section, the City shall enforce the Agreement provisions in accordance with the Agreement and may unilaterally cancel this Agreement in accordance with state law.

8.2.4 No confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for city's disallowance and recovery of any payment upon such entry. CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

8.2.5 If the CONTRACTOR has questions regarding the application of chapter 119, Florida statutes, to the CONTRACTOR'S duty to provide public records relating to this Agreement, contact the custodian of

public records at 954-480-4213, email address web.clerk@deerfield-beach.com or mailing address 150 N.E. 2nd Ave. Deerfield Beach, FL 33441.

8.3 COMPLAINTS AND DISPUTES:

All complaints concerning misconduct on the part of the CONTRACTOR or disputes between City staff and the CONTRACTOR are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

8.4 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.5 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Burgess Hanson, City Manager
City of Deerfield Beach
150 NE 2nd Avenue Deerfield
Beach, FL 33441

FOR CONTRACTOR:

TETRA TECH, INC.
2301 Lucian Way, Suite 120
Maitland, FL 32751

8.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was

bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.7 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

8.9 VENUE AND WAIVER OF JURY TRIAL

By entering into this Agreement, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward CITY, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

8.10 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY's Signatory and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates and supersedes all prior negotiations, correspondence, conversations, contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, contract, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be

predicated upon any prior representation or contract, whether oral or written.

8.12 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.13 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

8.14 VERIFICATION OF EMPLOYMENT ELIGIBILITY

CONTRACTOR acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

8.14.1 All persons employed by CONTRACTOR to perform employment duties within Florida during the term of the Agreement, and;

8.14.2 All persons (including subcontractors) assigned by CONTRACTOR to perform work pursuant to the Agreement.

The CONTRACTOR acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Agreement is a condition of the Agreement. CONTRACTOR shall annually certify compliance with this requirement in writing to the CITY'S Contract Administrator assigned to the Agreement.

8.15 PUBLIC ENTITY CRIMES ACT

CONTRACTOR represents that its response to this solicitation will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that the City, as a public entity, may not transact any business with a Vendor in excess of the threshold amount provided in Purchasing Categories, Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the Convicted Vendor List. Vendor represents that its response to this solicitation is not a violation of Discrimination, Section 287.134, Florida Statutes, which essentially states that the City, as a public entity, cannot do business with an entity that is on the Discriminatory Vendor List i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the City purchase and may result in debarment.

8.16 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of the CONTRACTOR. In providing such services, neither CONTRACTOR nor CONTRACTOR's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind City in any respect whatsoever.

8.17 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of \$1 million or more:

The CONTRACTOR certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2013), as may be amended or revised. The City may terminate this Agreement at the City's option if the CONTRACTOR is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2013), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

ARTICLE 9 **FEDERAL REQUIREMENTS**

- 9.1 MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES. In accordance with 2 C.F.R. § 200.321, CONTRACTOR shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps for the CONTRACTOR to take regarding sub-contractors must include:

- 9.1.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 9.1.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 9.1.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 9.1.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 9.1.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

CONTRACTOR shall sign the Statement of Compliance (Attachment "B") - Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

- 9.2 DEBARMENT AND SUSPENSION. The City of Deerfield Beach and its CONTRACTORs are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

- 9.2.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. Accordingly, a contract or subcontract must not be made with any parties listed on the Federal System for Award Management (SAM) Exclusions list. This list is maintained by the General Services Administration and contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The prime contractor must verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935) via www.SAM.gov.
 - 9.2.2 The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - 9.2.3 This certification is a material representation of fact relied upon by City of Deerfield Beach. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Deerfield Beach, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
 - 9.2.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, sub-part C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 9.3 RECOVERED MATERIALS. The City of Deerfield Beach and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 9.3.1 In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - 9.3.2 Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 9.3.3 Meeting contract performance requirements; or
 - 9.3.4 At a reasonable price.
 - 9.3.5 Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

- 9.4 LOGOS. The CONTRACTOR shall not use the Department Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 9.5 FEDERAL LAW COMPLIANCE. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 9.6 NO OBLIGATION BY FEDERAL GOVERNMENT. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.
- 9.7 FALSE OR FRAUDULANT STATEMENTS. The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this Agreement.
- 9.8 CHANGE IN THE WORK OR TERMS OF THE PROJECT DOCUMENTS. To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of the project scope. Accordingly, the CONTRACTOR shall comply with the following:
- 9.8.1 Without invalidating the Agreement, the City of Deerfield Beach reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to complete fully and acceptably the project in a satisfactory manner in accordance with the scope of the FEMA grant or cooperative agreement. Any extra or additional Work within the scope of this Project must be accomplished by means of appropriate Field Orders or Change Orders.
- 9.8.2 The Contract Administrator shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order involves no change in the Contract Price or the Contract Time.
- 9.8.3 Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the City of Deerfield Beach Procurement Code, as amended from time to time.
- 9.9 ACCESS TO RECORDS.
- 9.9.1 In addition to the requirements of the Florida Public Records Law, Chapter 119, all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, if XXVI (2013).
<https://www.dhs.gov/sites/default/files/publications/Proposed%20FY%2014%20Standard%202013-12-040pdf>

- 9.9.2 The CONTRACTOR agrees to provide the City of Deerfield Beach, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 9.9.3 The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 9.9.4 The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

9.10 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

- 9.10.1 *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 9.10.2 *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph 9.10.1 of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 9.10.1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 9.10.1 of this section.
- 9.10.3 *Withholding for unpaid wages and liquidated damages.* The City of Deerfield Beach shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 9.10.2 of this section.
- 9.10.4 *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 9.10.1 through 9.10.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 9.10.1 through 9.10.4 of this section.

9.11 CLEAN AIR ACT

- 9.11.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 9.11.2 The contractor agrees to report each violation to the City of Deerfield Beach and understands and agrees that the City of Deerfield Beach will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 9.11.3 The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

9.12 FEDERAL WATER POLLUTION CONTROL ACT

- 9.12.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 9.12.2 The contractor agrees to report each violation to the City of Deerfield Beach and understands and agrees that the City of Deerfield Beach will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 9.12.3 The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

9.13 BYRD ANTI-LOBBYING, 31 U.S.C. § 1352 (as amended)

CONTRACTOR shall file the required certification certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. CONTRACTOR shall sign the Byrd Anti Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements form (Attachment C).

9.14 EQUAL EMPLOYMENT OPPORTUNITY FOR FEDERALLY ASSISTED CONSTRUCTION CONTRACT

As required by 41 C.F.R. Part 60-1.4(b), during the performance of this contract, the CONTRACTOR agrees as follows:

- 9.14.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

- training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 9.14.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 9.14.3 CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, 2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 9.14.4 CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 9.14.5 CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 9.14.6 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 9.14.7 CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States."

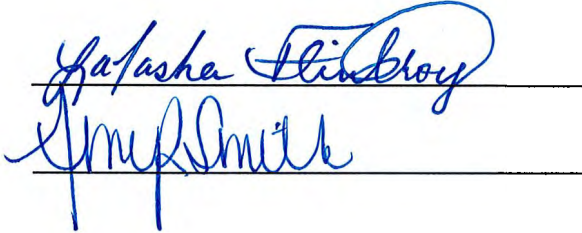
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IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

By: BURGESS HANSON, CITY MANAGER



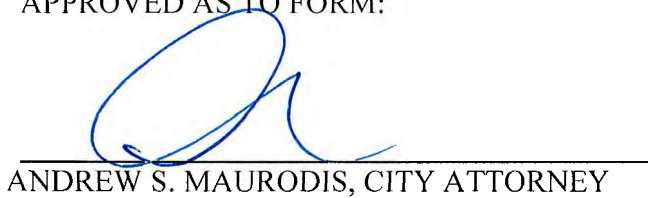


Date: 6/13/17

ATTEST:


SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

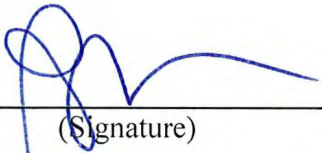

ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

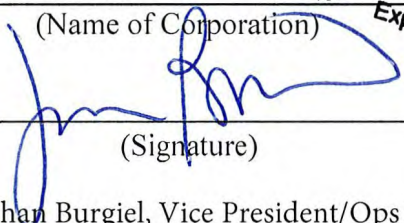
[If incorporated sign below.]

CONTRACTOR

ATTEST:



(Signature)
Betty Kamara, Contracts Manager
(Corporate Seal)


Tetra Tech, Inc.
(Name of Corporation)
By 

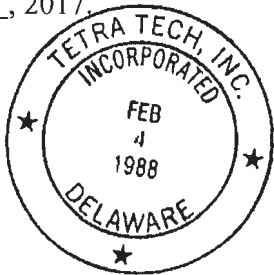
(Signature)
Jonathan Burgiel, Vice President/Ops Manager
(Type Name/Title Signed Above)

22nd day of May, 2017.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:



(Name)
By _____
(Signature)

(Type Name Signed Above)
____ day of _____, 2017

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

EXHIBIT A

SCOPE OF WORK

1. *Purpose.* CONTRACTOR shall be responsible for monitoring the recovery efforts of the City's Debris Management Contractor (DMC) in the field in accordance with Federal Emergency Management Administration (FEMA) policies and guidelines. Services include monitoring of debris collection, Temporary Debris Storage and Reduction Sites (TDSR Sites), and residential debris Drop-off Sites, as well as data reporting and other related services. The Contractor shall monitor the DMC's progress and suggest and assist with implementing recommendations to improve efficiency.
 - a. Disasters most often produce substantial volumes of debris, creating hazardous conditions to the public health, welfare and safety, which result in disruption of the essential physical and economic life of the community. These disruptions are caused by:
 - Obstructed roadways and waterways.
 - Environmental offenses, issues & violations resulting from hazardous waste material spills or releases, the resulting contamination of soils, ground and surface waterways and potential sources for air pollution.
 - Obstacles to safe passage of essential pedestrian and vehicular traffic.
 - b. Debris includes but is not limited to fallen trees, marine debris, branches, and trunks as well as logs lying on the ground, the accumulation of rubbish, garbage, refuse, trash, including but not limited to household furnishing and all other objectionable, unsightly, or unsanitary matter.
 - c. It is mandatory that there be an early, safe and quick response to restoring public and environmental safe and economically viable conditions to the disaster affected areas. This objective has the highest priority in the City's planning and its ability to deal with all damage.
 - d. Disasters will result in large expenditures of manpower, equipment and related materials, and supplies, at substantial cost to the City. It is imperative that the City of Deerfield Beach be prepared to provide all necessary disaster recovery services and have the means to recover all eligible costs from State and Federal Agencies that have funds to assist local government to cope with all natural and manmade disasters.
2. Definitions
 - a. Debris Management Contractor (DMC)
The firm under contract with the City to provide emergency debris management services and its subcontractors.
 - b. Aerial Photographs
8 ½ x 11" color enlargements of multiple view (usually two) aerial photographs of debris sites for the purpose of documentation and measuring and calculating cubic yards. Printed on each photograph shall be the company name, date, time and name of location.
 - c. Drop-off Site
Site established for residents of Deerfield Beach to drop off debris.
 - d. TDSR Site
Temporary Debris Storage and Reduction Site.

- e. **Eligible Debris**
Debris resulting from a Presidentially declared disaster whose removal, as determined by FEMA, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (2) ensure economic recovery of the affected community to the benefit of the community at large.
- f. **Hazardous Stump**
An uprooted tree or stump (i.e., 40% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.
- g. **Hazardous Waste Debris**
Debris that required special handling as hazardous waste under EPA rules.
- h. **Mixed Debris**
A mixture of various types of debris including, but not limited to, construction and demolition debris, white goods, metals, household hazardous waste, abandoned vehicles, tires, etc.
- i. **Vegetative Debris**
Clean, woody debris and other organic materials that can be chipped and mulched.
- j. **Building Debris**
Debris from damaged buildings, roofing, wood, windows or other debris from a building or mobile home.
- k. **FDEP**
The Florida Department of Environmental Protection.
- l. **FDOT**
The Florida Department of Transportation.
- m. **FEMA**
The Federal Emergency Management Administration.
- n. **FHWA**
The Federal Highway Administration.
- o. **NRCS**
The U.S. Department of Agriculture's Natural Resources Conservation Service.

3. **Project Management and Process Oversight**

Project management and process oversight activities shall include but not be limited to the following:

- a. The Contractor shall appoint a Project Manager, fluent in English, who will be the City's primary point-of-contact and will be responsible for all services and personnel that are provided by the Contractor and to insure that all procedures provide for reimbursement by FEMA and other Federal and State agencies.
- b. The Project Manager and other key personnel shall report to the City's Emergency Operations Center (EOC) within eight (8) hours of notification by the City. Commencement of work shall begin within twenty-four (24) hours of issuance of Notice to Proceed. The City may issue Notice to Proceed twenty-four (24) to forty-eight (48) hours prior to a storm event depending upon the magnitude of the event in order to allow sufficient time to prepare for commencement of operations.

- c. The Project Manager shall assist the City in developing a Debris Management Action Plan for the specific occurrence. The Contractor may also be requested to assist in other debris recovery planning efforts, such as identifying adequate TDSR Sites, estimating debris quantities, and developing emergency plans for debris clearance following an emergency event.
 - d. The Project Manager shall attend all meetings and briefings designated by the City. Daily meetings will be conducted by the City with the Contractor, DMC and other essential personnel in order to confirm daily debris recovery activities and schedules, address and resolve problems, and discuss progress of the debris recovery effort.
 - e. The Contractor shall provide trained personnel to observe, direct and document the activities of the DMC. The Contractor shall be responsible for scheduling work for all its personnel on a daily basis. The Contractor shall assist the City in coordinating work assignments for the DMC.
 - f. The Contractor shall monitor the DMC's progress and record the progress daily, including mapping all streets and locations where debris was collected.
 - g. The Contractor shall track and coordinate with City personnel to respond to problems in the field and to citizens' complaints, including commercial or residential property damage claims as a result of debris removal.
 - h. The Contractor shall attend one meeting annually, at no expense to the City, for pre-event planning.
4. Documentation and Reimbursement
- a. The Contractor shall use load tickets, provided by the DMC, to track and document the removal and management of Eligible Debris. The Contractor shall ensure that load tickets meet the requirements of FEMA and other federal or state reimbursement agencies. The Contractor shall retain original completed tickets on behalf of the City, which shall be turned over to the City daily. Copies of completed load tickets shall also be retained by the Contractor, vehicle driver, subcontractor, and DMC.
 - b. The Contractor shall document all recovery work to ensure that proper records are maintained for load tickets and recovery costs for reimbursement purposes. During the first seventy (70) hours following a declared Presidential disaster, this may require documenting times that DMC manpower and equipment are actively used in order to document time-and material reimbursements. This shall also include any photographs or other means of confirming debris load information for reimbursement purposes. This may also include documenting City forces used immediately before or after the storm event.
 - c. The Contractor shall assist the City in preparing reports necessary for reimbursement by FEMA, FHW A and any other applicable federal, state or local agencies as needed to ensure the maximize disaster reimbursements.
 - d. The Contractor shall provide regular reports throughout the emergency event, including updates for the daily briefing meetings; reports on the review and validation of the DMC;

cubic yard/tonnage reports that provide the number of trucks and volume/tonnage of debris received at each TDSR Site as well as a total for all TDSR Sites; and a final report following completion of debris recovery operations.

- e. The Contractor will assure that all forms that are being utilized are the most current and are in compliance with applicable FEMA and related state and federal reporting guidelines etc.

5. Field Collection Monitoring

- a. In order to obtain FEMA reimbursement for Eligible Debris, all loads must be monitored in the field by collection monitors. Specific activities shall include but not be limited to the following:
- b. The Contractor shall provide personnel to serve as Field Monitors and Field Supervisors. The primary function of the Field Monitors is to verify that debris picked up by the DMC recovery crews is Eligible Debris and to issue debris load tickets for such Eligible Debris. Field Supervisors shall oversee and coordinate the work of the Field Monitors
- c. The Contractor shall train all Field Monitors and Supervisors to ensure that proper FEMA documentation protocol requirements are instituted and followed. The Contractor shall equip all Field Monitors with vehicle transportation and with state-of-the-art technology, which shall include GPS, cameras, computers, communication devices, and other equipment as deemed necessary and/or appropriate.
- d. Field Monitors shall enforce the DMC's "clean as you go" policy.
- e. Field Monitors shall continuously inspect the work of the DMC to ensure that debris removed is of the proper type and from the areas designated by the City, and to verify the proper loading and compaction of debris into debris recovery equipment. Photographs and GPS coordinates of debris shall be taken as directed by the City to verify the source and type of debris for reimbursement purposes.
- f. If the Field Monitor finds that the DMC's work is not performed as specified by the City, the Field Monitor must immediately initiate a stop work order and notify their Field Supervisor or the Project Manager. All stop work orders must be documented and reported to the City's Contract Manager.
- g. Field Monitors shall survey their assigned areas for special needs and record detailed information, including photo documentation, specific location, specific threat, and any special circumstances, regarding the following: Hazardous Stumps, and leaning trees (leaners), as well as a random sample of hanging limbs (hangers). For Hazardous Stumps, Field Monitors should also record the stump's diameter measured two feet up the trunk from the ground and the quantity of material to fill the hole. Field Monitors shall also document in detail removal of the Hazardous Stumps, leaners or hangers.
- h. All procedures shall comply with state, federal, and FEMA requirements.

6. TDSR Site and Drop-Off Site Monitors

- a. The Contractor shall provide Site Monitors for each Temporary Debris Storage and Reduction Site (TDSR Site). The Contractor shall be prepared for the City to begin hauling debris to the TDSR Sites within twelve (12) hours after a storm event. TDSR Site Monitor responsibilities shall include but not be limited to the following:
- Ensure all loads of debris brought to the site by the DMC and all loads of debris exiting the site are documented with properly completed load tickets. By signing the load ticket, the Site Monitor is certifying that all information on the document is complete and accurate, including load volumes.
 - Photograph loads of debris, as directed by the City, and record load information on the photograph.
 - Collect all load tickets and provide copies of them to the DMC's designated personnel.
 - Certify and update the DMC's fleet documentation. The Contractor will obtain from the DMC such documentation, including vehicle number, type of vehicle and volume capacity calculation. The Contractor shall certify all debris vehicles at the TDSR Sites beginning twenty-four (24) to forty-eight (48) hours after the storm passes. The Contractor shall update the fleet documents as the DMC adds or deletes vehicles from the collection fleet or when measurement calculations are modified through the random verification process. The Contractor shall also periodically and randomly perform volume capacity verifications of recovery vehicles.
 - Verify that all DMC equipment has been completely emptied prior to leaving the TDSR Site.
 - Observe all vehicles entering and exiting the TDSR Site to ensure that all vehicles are in good repair and safe with secure sideboards and tailgate.
 - Provide technical and permitting assistance associated with the need to locate additional TDSRS when requested by the City of Deerfield Beach.
- b. The Contractor shall provide or arrange for field operation trailers and generators at all TDSR Sites for use by its staff.
- c. The Contractor shall provide Site Monitors for each public debris Drop-off Site. Drop-off Site Monitor responsibilities shall include but not be limited to the following:
- Ensure that only City of Deerfield Beach residents are using the site. If an individual is not a resident, it shall be the Site Monitor's responsibility to inform the individual of such and provide them options as to how they can manage their debris as directed by the City.
 - Record the address of the eligible site users and the type and quantity of debris they brought to the site.
 - Record and provide a copy of the completed load tickets to the DMC to remove the debris from the public Drop-off Site.
 - Photograph debris and GPS location, as directed by the City, to verify the source and type of debris.
 - Assist with communicating to residents proper handling and disposal practices and with distributing informational flyers, at the City's request.
- d. The Contractor shall be responsible for the following items at all TDSR Sites and Drop-off Sites:
- Verify that all sites have access control and security.

- Monitor the type of debris entering the sites, classify debris by FEMA protocols and ensure each type of waste is placed in the proper location.
- Assist with coordinating the logistics of the site to ensure efficient traffic flow.
- Conduct periodic safety inspections to ensure the DMC is complying with safety regulations such as utilizing spotters, properly controlling traffic and wearing proper safety equipment.
- Be responsible for end-of-day activities such as ensuring all operations have ceased for the day and all sites are closed and secured.
- Report safety or other hazards to the City.

e. All procedures of contractor shall comply with FEMA requirements.

7. Contractor's Personnel

- a. The Contractor shall secure at its expense all necessary personnel required to perform the services under this RFP. Such personnel shall not be employees of or have any contractual relationship with the City or of the City's DMC.
- b. The Contractor's shall have a professional staff with the knowledge, skills and training to monitor the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP and other application federal, state or local agency regulations and policies is required. If necessary, Contractor personnel shall possess any certifications or licenses that are required by federal, state or local law in order to perform such services. All contractor personnel shall comply with FEMA requirements.
- c. At the annual meeting with the City, the Contractor shall submit an operations report that identifies key personnel and positions/classifications dedicated to this contract. The Contractor shall update the operations report for any changes such as additions or deletions of staff. Any changes in key personnel, such as but not limited to the Project Manager and Field Supervisors, must be approved by the City. The City retains the right to request personnel replacements.
- d. The Contractor's staffing plan shall include at a minimum the positions listed below. The Contractor may use other positions as necessary and as approved by the City. All such positions and applicable hourly rates shall be listed in the Price Proposal Form provided herein as Exhibit A.
 - Project Manager -Primary point-of-contact to the City and overall responsible for all Contractor services and personnel.
 - Field Supervisor -Responsible for a crew of Field Monitors.
 - Field Monitor -Responsible for overseeing the DMC's debris recovery activities and issuing load tickets.
 - TDSR Site Monitor -Responsible for recording the volume of debris brought to a TDSR SITE by the DMC.
 - Drop-off Site Monitor -Responsible for determining the eligibility of users at the public debris Drop-off Sites and issuing load tickets to the DMC.
 - Debris Site Security -Provides security at TDSR Sites and Drop-off Sites when sites are not open if requested by the City.
 - Data Entry -Track, verify and enter load tickets.

- e. The Contractor's field personnel shall be identifiable with safety vests and vehicle placards.

8. Other Related Services

- a. Upon request by the City's Contract Manager, the Contractor shall provide Aerial Photographs of areas of damage and debris sites. Photographs shall be extremely sharp and clear containing reference boundaries for location identification. The Contractor may have to take several photographs to produce one acceptable quality photograph. If the photographs delivered are not of sufficient quality as determined by a minimum of two City officials, the City will not be obligated to pay for the flight and photographs. If the Contractor and City agree, photos may be retaken at Contractor's expense. Photographs shall be delivered to the city within five (5) business days of order, weather permitting.
- b. The Contractor shall provide other related services as requested by the City. Such services may include but would not be limited to the following:
 - Perform damage assessments to determine areas impacted, quantities of debris, and types of debris.
 - Assist the City in obtaining any necessary permits, licenses and certificates as may be required to perform debris management work and in clarifying and resolving any compliance issues.
 - Provide training to City staff in essential debris management, monitoring and collection functions to insure appropriate and response interface with field debris collection contractors and city, State, and Federal Agencies, as directed by the Contract Manager.
 - Be prepared with appropriate supervisors, staff, and watercraft to oversee clearing of debris from canals and waterways.

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ATTACHMENT "B"

**STATEMENT OF COMPLIANCE - SMALL AND MINORITY BUSINESSES,
WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

The undersigned CONTRACTOR hereby swears under penalty of perjury that CONTRACTOR took the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms were used when possible:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Dated May 22, 2017

Tetra Tech, Inc.

Contractor

By

(Signature)

By Jonathan Burgiel, Vice President/Ops Manager

(Name and Title)

STATE OF Florida)

) SS.

COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 22nd day of May, 2017, by Jonathan Burgiel who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 22nd day of May, 2017.

(NOTARY SEAL)



(Signature of person taking acknowledgment)

Kalindi Fitch

(Print Name of officer taking acknowledgment)

Notary

(Title or rank)

My commission expires:

FF154450

(Serial number, if any)

ATTACHMENT C
**BYRD ANTI LOBBYING CERTIFICATION FOR CONTRACTS,
GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

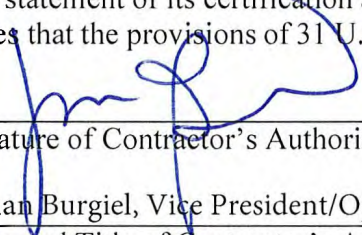
To be submitted with each bid or offer exceeding \$100,000.00

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

The Contractor, Tetra Tech, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.* apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jonathan Burgiel, Vice President/Ops Manager

Name and Title of Contractor's Authorized Official

Date May 22, 2017

ATTACHMENT D
CONTRACTOR PER UNIT PRICING

ATTACHMENT E
OPTIONAL SERVICES

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and TETRA TECH, INC. (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Disaster Debris Monitoring Services (the services) pursuant to RFP #2016-17/25; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning June 6, 2017 and expiring June 5, 2020; and

WHEREAS, the terms and conditions of the CONTRACT provide two (2) additional two (2) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first (1st) of the two (2) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

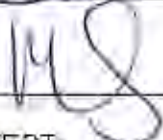
Section 2. The contract renewal term shall begin on June 6, 2020 and will expire on June 5, 2022, (One (1) two (2) year renewal option remains) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:





CITY OF DEERFIELD BEACH

By: 

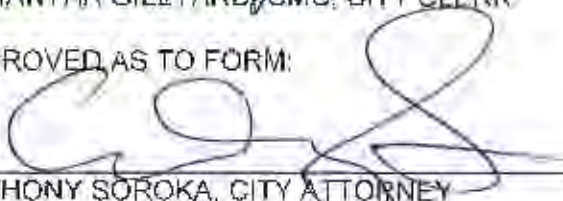
DAVID SANTUCCI, CITY MANAGER

Date: 4/15/20

ATTEST:


for SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:



ANTHONY SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:


Betty Kamara, Contracts Administrator
(Secretary)

(Corporate Seal)



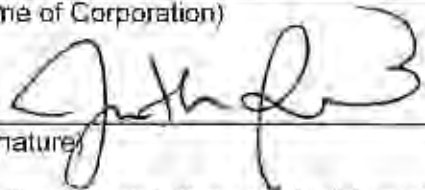
[If not incorporated sign below.]

Tetra Tech, Inc.

(Name of Corporation)

By

(Signature)


Jonathan Burgiel, Business Unit President
(Type Name/Title Signed Above)

9th day of April 2020

CONTRACTOR

WITNESSES:

(Name)

By

(Signature)

(Type Name Signed Above)

____ day of _____ 20__

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION



VENDOR PERFORMANCE FORM

Use this form to report/evaluate the overall performance of vendors in a contract with the City. Include all pertinent information associated with the reported vendor performance rating(s). Be factual and do not include unsubstantiated opinions, when applicable photos and documentation need to be submitted with this form. Vendors will be informed by the Purchasing and Contract Administration Division of the rating and given a reasonable opportunity to respond.

Note: Once the form is filled-out please perform a file-SaveAs and rename it before attaching, sending or printing the form. Lastly, sign and date the form before returning to the Purchasing and Contract Administration Division.

DATE: 4-6-2020	DEPARTMENT: Sustainable Management
VENDOR: Tetra Tech	DIVISION: Christina Kohta
CONTACT PERSON: Kerri O'Dell	DEPARTMENT LIAISON:
ADDRESS: 2301 Lucien Way, Suite 120	BID: Disaster Debris Monitoring Services RFP #2018-17/25
CITY: Maitland	PURCHASE ORDER NO.:
STATE: Florida	AMOUNT: \$
ZIP CODE: 32751	PURCHASE ORDER DATE:
PHONE NO: 407-803-3584	CONTRACT START DATE:

Place an "X" in each box that applies

- | | |
|--|---|
| ☒ Outstanding Vendor Performance | ☐ Poor Workmanship |
| ☐ Meet Contractual Requirements | ☐ Failure to Furnish Price List/Catalog |
| ☐ Poor Quality of Goods | ☐ Shipment of Damaged Goods |
| ☐ Failure to Respond to Letter or Return Calls | ☐ Failure to Replace Damaged Goods |
| ☐ Repair Part not Available | ☐ Failure to Meet Specifications |
| ☐ Failure to Respond to Service Calls | ☐ Failure to Provide Warranty |
| ☐ Failure to Respond in Timely Manner to Service Call | ☐ Over Shipment or Under Shipment of Goods |
| ☐ Late Delivery | ☐ Incorrect Invoice(s) |
| ☐ Unauthorized Substitution | ☐ Failure to Provide Requested Information |
| | ☐ Shipment of Used Goods |
| | ☐ Poor Service |
| | ☐ Needs Improvement in the area specified |
| | ☐ Other Specify |

1. Are all goods/services on the contract being performed at the agreed upon time and manner?

☒ Yes ☐ No

If no, please explain?

2. If you contacted the vendor, were all your questions or any issues resolved to your complete satisfaction?

☒ Yes ☐ No ☐ Did not need to contact

If no, please explain?

3. Has the invoicing been timely, accurate and in accordance with the contract?

☒ Yes ☐ No

If no, please explain?

4. Does the Department recommend renewing a contract based upon the available renewal options when the current agreement expires?

☒ Yes ☐ No

If no, please explain?

5. Please state any additional comments about your experience with this vendor and the goods/services provided:

_Vendor in Good standing. _____

DETAILS OF COMPLAINT OR NON-PERFORMANCE: Specify in detail. Attach a second page if necessary

Complainant's Signature: _____

Title: _____

Date: _____

Phone No: _____

Indicate whether Complaint resolved to your satisfaction: -Select- Yes ☐ No ☐

ACTION TAKEN BY PROCUREMENT (Specify):

Vendor Notified: ____/____/____

Vendor Meeting: ____/____/____

Resolved: ____ Yes ____ No

Resolved Date: _____

Suspended ____ Yes ____ No

Suspension Period: _____

DATE: _____

APPROVED: _____

Purchasing Manager



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Resolution No. 2020-45 Consideration to Approve and Authorize the Proper Town Officials to Execute Agreement with Ashbritt, Inc. Piggybacking its Agreement with City of Deerfield Beach, Florida to Comply with FEMA Requirements to Procure Disaster Debris Hauling.

Submitting Dept: Town Clerk, Sherry D. Henderson, Town Clerk

Agenda Date: July 7, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. 45 - Ashbritt Piggyback contract DFB
 2. 1726 resolution 2017-067
 3. 1726 Ashbritt Executed Reso and Amendment
 4. Attachment D Contractor Per Unit Pricing
 5. 1726 Contract Renewal 1st of 2 expires 6-5-22 Ashbritt

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SECTION 3. The appropriate Town officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this ____day of _____ 2020.

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC Town Clerk

RESOLUTION NO. 2017/067

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF RFP #2016-17/26, EMERGENCY DEBRIS REMOVAL SERVICES, TO ASHBRIITT, INC. AS THE PRIMARY CONTRACTOR AND CERES ENVIRONMENTAL SERVICES, INC. AS THE SECONDARY CONTRACTOR

WHEREAS, RFP #2016-17/26, Emergency Debris Removal Services, was advertised in the legal notices section of the Sun-Sentinel on March 9, 2017 and the notice was also sent to twenty-seven (27) prospective Offerors via the e-Procurement Marketplace; and

WHEREAS, eighteen (18) vendors viewed the documents of the RFP; and

WHEREAS, on March 16, 2017 at 11:00 a.m. EST a Non-Mandatory Proposal Conference was held to provide the City and Vendors the opportunity to elaborate on the scope of work and a total of two (2) potential Offerors attended the Non-Mandatory Proposal Conference; and

WHEREAS, a total of four (4) addenda were issued to make additions, deletions and revisions to the bid documents; and

WHEREAS, on April 10, 2017 at 11:30 a.m., the due date and time, the Purchasing and Contract Administration Division closed and unsealed the five (5) responses received which were reviewed by the Purchasing and Contract Administration Division to ensure each proposal met the RFP requirements; and

WHEREAS, each evaluation committee member independently reviewed and scored the proposals in accordance with the weighted criteria stated in the RFP prior to the public evaluation meeting held on April 24, 2017; and

WHEREAS, following the initial ranking, the evaluation committee concluded and was unanimous in their decision to make a recommendation to the City Commission to award the subject contract to AshBritt Inc. as the primary contractor and Ceres Environmental Services Inc. as the secondary contractor;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

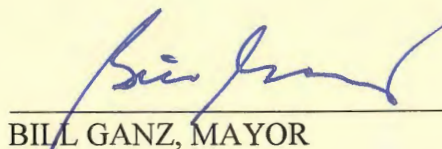
Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. The City Commission does hereby award RFP #2016-17/26, Emergency Debris Removal Services to AshBritt Inc. as the primary contractor and Ceres Environmental Services Inc. as the secondary contractor for an initial three (3) year contract term. In accordance with the Charter

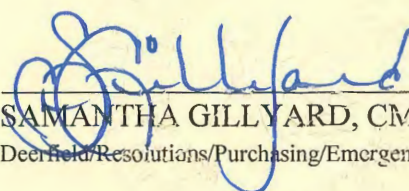
of the City of Deerfield Beach, the City Manager is hereby delegated the authority to execute the contracts that were a part of the solicitation documents. The City Manager is hereby authorized to take any actions necessary to implement the award of ITB #2016-17/26 including the approval and execution of any renewal terms, provided that funding has been approved in the applicable fiscal year budget by the City Commission.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 6TH DAY OF JUNE, 2017.


BILL GANZ, MAYOR

ATTEST:


SAMANTHA GILLYARD, CMC, CITY CLERK
Deerfield/Resolutions/Purchasing/Emergency Debris Removal RFP#2016-17/26

RESOLUTION NO. 2018/ 100

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE AGREEMENT WITH ASHBRIIT, INC. FOR EMERGENCY DEBRIS REMOVAL SERVICES, RFP #2016-17/26; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City and Ashbriit, Inc. ("Ashbriit") entered into an Agreement, dated June 13, 2017, (the "Agreement") for Ashbriit to provide certain emergency debris removal services to the City in accordance with the terms and conditions of the Agreement; and

WHEREAS, the City and Ashbriit have agreed to enter into an amendment to the Agreement, attached as Exhibit "A" (the "Amendment").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

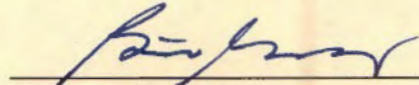
Section 2. The City Commission hereby approves the Amendment to the Agreement with Ashbriit, attached as Exhibit "A".

Section 3. The City Manager is hereby authorized to execute the Amendment, attached as Exhibit A", together with such non-substantial changes that are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. This Resolution shall become effective immediately upon adoption.

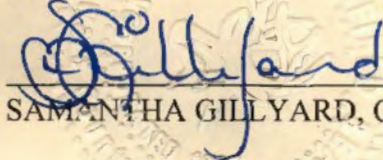
PASSED AND ADOPTED THIS 19TH DAY OF JUNE, 2018.

CITY OF DEERFIELD BEACH



BILL GANZ, MAYOR

ATTEST:



SAMANTHA GILLYARD, CMC, CITY CLERK

AMENDMENT TO AGREEMENT

BETWEEN

CITY OF DEERFIELD BEACH

AND

ASHBRITT, INC.

FOR EMERGENCY DEBRIS REMOVAL SERVICES

THIS AMENDMENT (the "Amendment") to the Agreement between the City of Deerfield Beach, Florida ("City") and Ashbritt, Inc. ("Contractor") for emergency debris removal services, dated June 13, 2017, (the "Agreement") is entered into on the date of execution by both parties.

WHEREAS, City and Contractor entered into the competitively procured Agreement for Contractor to provide certain emergency debris removal services to the City in accordance with the terms and conditions of the Agreement (the "Services"); and

WHEREAS, the City and the Contractor desire to amend the Agreement pursuant to the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions provided herein, the City and Contractor agree as follows:

1. The above recitals are true and correct and are specifically incorporated into this Amendment.
2. Section 1.7 of the Agreement is amended to read as follows¹:

The City shall primarily utilize the CONTRACTOR as the Primary Contractor for the Services. However, the CITY will utilize the Secondary Contractor, at the City's sole discretion, when the Primary Contractor ~~does not have the resources and ability to perform the required Services or if the Primary Contractor has defaulted or breached the Agreement~~. The CITY may utilize the Secondary Contractor if in its sole discretion if it is beneficial to the CITY to utilize the Secondary Contractor. The City's decision in this regard shall be final and binding on the parties.

3. Section 1.8 of the Agreement is amended to read as follows:

This Agreement will be activated by the Contract Administrator by means of Purchase Order at the direction of the City Manager only in the event of any emergency. As such, no compensation will accrue to the CONTRACTOR unless and until this Agreement is

¹ Additions to the Agreement text are shown in underline. Deletions to the Agreement text are shown in ~~strikethrough~~.

activated by the Contract Administrator either in anticipation of a natural or man-made disaster or immediately after such disaster. The Purchase Order will set out the services to be performed and the amount of compensation for the requested Services. Within 96 hours of the earlier of the City's issuance of a Purchase Order or Notice to Proceed to CONTRACTOR for the Services, CONTRACTOR shall secure and mobilize within the CITY, at a minimum, the debris removal equipment types and quantities requested by the City in the Purchase Order or Notice to Proceed issued to CONTRACTOR to perform the Services (the "Requested Service Levels"), and CONTRACTOR shall maintain the Requested Service Levels within the CITY until completion of the Services by CONTRACTOR for the applicable storm event. CONTRACTOR acknowledges that the preceding sentence is a material term of the Agreement and supersedes any other language in the Agreement to the contrary. The CONTRACTOR may make substitutions to the types of equipment specified in the applicable Purchase Order or Notice to Proceed, but only upon prior written approval of the City Manager or designee, which may be withheld in the City's sole discretion.

4. Section 3.2 of the Agreement is amended to read as follows:

CONTRACTOR may submit invoices for compensation after completion of the work set out in the Purchase Order but no more often than on a monthly basis. Invoices shall designate the nature of the services performed. CONTRACTOR shall certify that each subcontractor and suppliers which provided services or supplies included in the invoice has been paid. In order to enable the CITY to properly budget and account for storm event expenditures in a timely manner, within five (5) business days after a request from the CITY, CONTRACTOR shall provide the CITY with (i) copies of all invoices submitted to, or approved by, the City's debris monitoring contractor, and (ii) in the event that such invoices are not yet available for a particular time period, such other non-confidential available information related to expenses incurred by CONTRACTOR in performing the Services.

5. Article 10 "Performance Bond" of the Agreement is created to read as follows:

ARTICLE 10

PERFORMANCE BOND

Prior to commencing Services, the Contractor shall furnish to the City, and keep current for the full duration of the Agreement, and any renewal, a Performance Bond, in a form acceptable to the City, for the faithful performance of the Agreement and all obligations arising under the Agreement in an amount equal to \$2 million dollars.

6. Contractor agrees to provide the City with the Performance Bond provided for in paragraph 5 above within 15 days of execution of this Amendment.
7. Contractor agrees that the Project Manager appointed by Contractor referred to in Section 5 of Exhibit "A" "Scope of Work" of the Agreement shall be available to the City as the primary point-of-contact within 24 hours of notification by the City of a forthcoming storm event, and shall remain continuously available thereafter before, during and after a storm event, including through completion of the Services related to such storm event (collectively, the "Storm Period") and

shall not be removed, substituted or replaced by the Contractor during the Storm Period, except with prior written approval of the City, which may be withheld in the City's sole discretion.

8. Contractor shall prepare public information materials regarding debris removal procedures and shall coordinate with the City regarding the content and dissemination of such materials to City residents.
9. The provisions of this Amendment shall control in the event of any conflict between the provisions of this Amendment and the provisions of the Agreement.

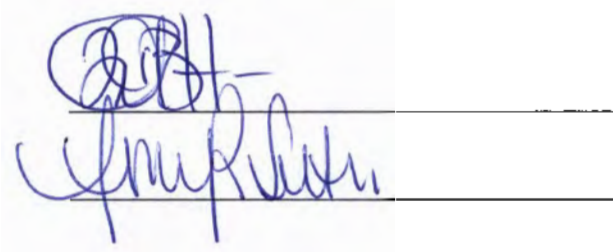
Except as modified herein, all terms and conditions of the original Agreement remain in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND
ASHBRITT, INC. FOR EMERGENCY DEBRIS REMOVAL SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officials thereunto duly authorized, effective as of the date it is fully executed by both parties.

Witnesses:

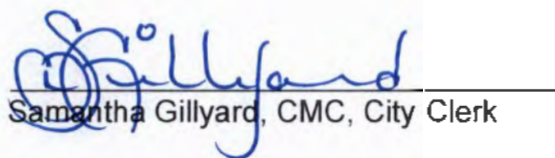


CITY OF DEERFIELD BEACH

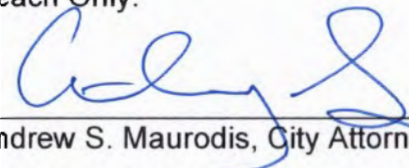
By 
Burgess Hanson, City Manager

Date: 6/20/18

ATTEST:


Samantha Gillyard, CMC, City Clerk

Approved as to Form and Legal Sufficiency
For Use and Reliance by the City of Deerfield
Beach Only:


For Andrew S. Maurodis, City Attorney

AMENDMENT TO AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND
ASHBRITT, INC. FOR EMERGENCY DEBRIS REMOVAL SERVICES

CONTRACTOR

ATTEST:

ASHBRITT, INC.

(Secretary)

By Dow Knight
(Signature)

(Corporate Seal)

DOW KNIGHT / SR. V.P.
(Type Name/Title Signed Above)

26th day of JUNE, 2018.

				AshBritt, Inc.	
				Total Price	\$9,081,195.00
Line #	Description	QTY	UOM	Unit	Extended
1	Lot 1 - Pricing for Emergency Debris Removal	1	Lump Sum	\$8,390,150.00	\$8,390,150.00
1.1	Removal and hauling of eligible vegetative debris to a DMS.	250000	yd3	\$7.95	
1.2	Site management and grinding of eligible vegetative debris at a DMS provided by the contractor.	250000	yd3	\$4.25	
1.3	Hauling and recycling/disposal of eligible vegetative debris reduced by grinding from DMS to an approved landfill.	60000	yd3	\$3.95	
1.4	Removal, hauling and recycling of eligible C&D debris at a DEP approved landfill.	200000	yd3	\$9.60	
1.5	Tipping fee for disposal.	200000	yd3	\$7.50	
1.6	Removal of Hazardous limbs.	5000	ea	\$75.00	
1.7	Removal of hazardous trees over 6 and up to 12 inches.	250	ea	\$40.00	
1.8	Removal of hazardous trees over 12 and up to 24 inches.	100	ea	\$95.00	
1.9	Removal of hazardous trees over 24 and up to 36 inches.	50	ea	\$150.00	
1.10	Removal of hazardous trees over 36 inches.	10	ea	\$295.00	
1.11	Removal, hauling, and disposal of white goods.	1000	ea	\$85.00	
1.12	Removal, hauling, and disposal of electronics waste.	2000	yd3	\$45.00	
1.13	Removal, hauling, and disposal of concrete.	1000	yd3	\$19.95	
1.14	Removal, hauling, and disposal of household hazardous wastes (HHW).	1000	lb	\$30.00	
1.15	Drainageways, retention and waterways.	10000	LF	\$23.00	
1.16	Marine Debris	5000	yd3	\$37.00	
1.17	Restoration of canal banks and slopes.	5000	yd3	\$20.00	
1.18	Removal of debris from sand beaches.	1000	yd3	\$12.25	
1.19	Raking of sand beaches to 12 inch depth.	10000	yd2	\$4.75	
1.20	Removal, screening, replacing, and grading of beach sand to original contour.	10000	yd3	\$18.50	
1.21	Removal of beach sand.	5000	yd3	\$8.25	
1.22	Emergency potable bottled water per gallon.	75000	gal	\$2.75	
1.23	Emergency delivery of bagged ice per pound.	100000	lb	\$0.46	

2	Lot 2 - Pricing for Optional Services for Emergency Debris Removal	1	Lump Sum	<u>\$684,250.00</u>	\$684,250.00
2.1	Removal, hauling, and disposal of lawnmowers and equipment with small engines.	100	ea	\$55.00	
2.2	Removal, hauling, and disposal of abandoned tires.	500	ea	\$35.00	
2.3	Abandoned cars, trucks, and vans.	50	ea	\$295.00	
2.4	Abandoned campers, RV's and shipping containers.	10	ea	<u>\$595.00</u>	
2.5	Abandoned buses and tractor trailers.	5	ea	<u>\$795.00</u>	
2.6	Abandoned utility and boat trailers.	10	ea	<u>\$195.00</u>	
2.7	Abandoned vessels - 10 to 26 feet.	600	LF	\$130.00	
2.8	Abandoned vessels - 27 to 40 feet.	300	LF	\$240.00	
2.9	Abandoned vessels - 41 to 60 feet.	150	LF	\$405.00	
2.10	Fire suppression support water.	75	day	\$875.00	
2.11	Temporary satellite communications.	15	day	\$2,250.00	
2.12	Emergency Power Generation.	150	day	\$670.00	
2.13	Flood control pumping and water relocation with 4 inch minimum pumps.	75	day	\$1,300.00	
2.14	Sewer and culvert cleaning.	1000	LF	<u>\$9.00</u>	
2.15	Stormwater catch basin cleaning.	30	ea	\$1,250.00	
2.16	Decontamination of buildings and facilities.	5000	ft2	\$5.00	
2.17	Mold remediation of buildings.	5000	ft2	<u>\$4.00</u>	
2.18	Removal, hauling, and disposal of asbestos containing material (ACM).	1000	yd3	<u>\$35.00</u>	
3	Lot 3 - Pricing for Optional Services - Heavy Equipment Push Services - Time and Material Only - Operators Included	1	Lump Sum	<u>\$5,716.00</u>	\$5,716.00
3.1	Skid Steer Loader - Size or type: Bobcat	1	hr	\$107.00	
3.2	Backhoe - Size or type: Cat 416	1	hr	\$90.00	
3.3	Wheel Loaders - Size or type: Cat 950	1	hr	\$120.00	
3.4	Wheel Loaders - Size or type: Cat 966	1	hr	\$137.00	
3.5	Wheel Loaders - Size or type: Cat 980	1	hr	<u>\$150.00</u>	
3.6	Tracked Loader - Size or type: Cat 955	1	hr	<u>\$135.00</u>	
3.7	Towed Loader w/ Tractor - Size or type: Prentice 210	1	hr	<u>\$140.00</u>	
3.8	Self Loading Knuckle Boom Truck - Size or type: 25-35 CY Body	1	hr	<u>\$135.00</u>	
3.9	Self Loading Knuckle Boom Truck - Size or type: 35-45 CY Body	1	hr	\$155.00	
3.10	Dozer - Size or type: Cat D4	1	hr	<u>\$85.00</u>	

3.11	Dozer - Size or type: Cat D5	1	hr	\$118.00	
3.12	Dozer - Size or type: Cat D6	1	hr	<u>\$130.00</u>	
3.13	Dozer - Size or type: Cat D7	1	hr	<u>\$175.00</u>	
3.14	Dozer - Size or type: Cat D8	1	hr	\$205.00	
3.15	Excavators - Size or type: Cat 320	1	hr	\$141.00	
3.16	Excavators - Size or type: Cat 325	1	hr	\$165.00	
3.17	Excavators - Size or type: Cat 330	1	hr	\$185.00	
3.18	Motor Grader - Size or type: Cat 120G	1	hr	<u>\$120.00</u>	
3.19	Crane - Size or type: 30 Ton	1	hr	<u>\$195.00</u>	
3.20	Bucket Truck - Size or type: Up to 50' reach	1	hr	\$133.00	
3.21	Bucket Truck - Size or type: 50' - 75' reach	1	hr	\$165.00	
3.22	Trash Transfer Trailer w/ Tractor - Size or type: 110 Yard	1	hr	\$150.00	
3.23	Mechanized Boom - Size or type: Street Sweeper	1	hr	\$70.00	
3.24	Water Truck - Size or type: 2000 Gallon	1	hr	\$110.00	
3.25	Stump Grinder - Size or type: Vermeer 252	1	hr	\$65.00	
3.26	Chipper w/ 2 man crew - Size or type: Morbark Storm	1	hr	\$145.00	
3.27	12:Foot Tub Grinder - Size or type: Morbark 1200	1	hr	\$400.00	
3.28	13:Foot Tub Grinder - Size or type: Morbark 1300	1	hr	\$425.00	
3.29	14:Foot Tub Grinder - Size or type: Morbark 1400	1	hr	\$490.00	
3.30	Equipment Transport w/ Tractor - Size or type: 50 Ton	1	hr	\$125.00	
3.31	Truck Mounted Winch - Size or type: Tow Truck	1	hr	\$120.00	
3.34	Trailer Dump w/ Tractor - Size or type: 30 to 40 CY	1	hr	\$105.00	
3.35	Trailer Dump w/ Tractor - Size or type: 41 to 50 CY	1	hr	\$115.00	
3.36	Trailer Dump w/ Tractor - Size or type: 51 to 60 CY	1	hr	\$125.00	
3.37	Trailer Dump w/ Tractor - Size or type: 61 to 70 CY	1	hr	\$135.00	
3.38	Walking Floor Trailer w/ Tractor - Size or type: 100 CY	1	hr	\$150.00	
4	Lot 4 - Pricing for Optional Services - Transportation Vehicles - Operators NOT Included	1	Lump Sum	<u>\$490.00</u>	\$490.00
4.1	Pickup Truck - Size or type: 1/2 Ton	1	day	<u>\$80.00</u>	
4.2	Pickup Truck - Size or type: 3/4 Ton	1	day	<u>\$90.00</u>	
4.3	Pickup Truck - Size or type: 1 Ton	1	day	<u>\$95.00</u>	
4.4	Box Truck - Size or type: 3/4 Ton	1	day	<u>\$100.00</u>	
4.5	Utility Van - Size or type: 3/4 Ton	1	day	<u>\$70.00</u>	
4.6	Passenger Car - Size or type: Full size	1	day	<u>\$55.00</u>	
5	Lot 5 - Pricing for Optional Services - Personnel	1	Lump Sum	<u>\$585.00</u>	\$585.00

5.1	Pricing for an individual per hour: Superintendent w/ Pickup Truck.	1	hr	\$75.00	
5.2	Pricing for an individual per hour: Supervisor w/ Pickup Truck.	1	hr	<u>\$65.00</u>	
5.3	Pricing for an individual per hour: Safety of QC Manager w/ Pickup Truck.	1	hr	<u>\$75.00</u>	
5.4	Pricing for an individual per hour: Mechanic w/ Truck and Tools	1	hr	\$85.00	
5.5	Pricing for an individual per hour: Climber w/ Gear	1	hr	\$85.00	
5.6	Pricing for an individual per hour: Operator w/ Chainsaw	1	hr	<u>\$40.00</u>	
5.7	Pricing for an individual per hour: Laborer w/ Tools	1	hr	<u>\$30.00</u>	
5.8	Pricing for an individual per hour: Traffic Control Personnel	1	hr	<u>\$30.00</u>	
5.9	Pricing for an individual per hour: Ticket Writers	1	hr	\$30.00	
5.10	Pricing for an individual per hour: Clerical	1	hr	<u>\$35.00</u>	
5.11	Pricing for an individual per hour: Administrative Assistant	1	hr	<u>\$35.00</u>	
6	Lot 6 - Pricing for Average Mileage	1	Lump Sum	\$4.00	\$4.00
6.1	Average mileage rate for haul distance between 0 - 15 miles.	1	mi	\$1.50	
6.2	Average mileage rate for haul distance between 16 - 30 miles.	1	mi	\$1.00	
6.3	Average mileage rate for haul distance between 31 - 60 miles.	1	mi	\$0.75	
6.4	Average mileage rate for haul distance 61 or greater miles.	1	mi	\$0.75	

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and ASHBRIIT, INC. (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement, dated June 13, 2017, for Emergency Debris Removal Services pursuant to RFP #2016-17/28 (the "CONTRACT"); and

WHEREAS, the initial CONTRACT term is three (3) years, beginning June 6, 2017 and expiring June 5, 2020; and

WHEREAS, the CITY and CONTRACTOR entered into an amendment, dated June 26, 2018, to the CONTRACT to modify and clarify certain terms and conditions (the "Amendment"); and

WHEREAS, the terms and conditions of the CONTRACT provide two (2) additional two (2) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first (1st) of the two (2) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. The Contract renewal term shall begin on June 5, 2020 and will expire on June 5, 2022. (One (1) two (2) year renewal option remains) unless otherwise terminated pursuant to the terms of the CONTRACT, as amended.

Section 3. All terms, conditions, and specifications of the original CONTRACT during the renewal term shall remain the same, except as modified by the Amendment, which Amendment modifications shall control in the event of conflict with the original CONTRACT.

IN WITNESS WHEREOF the parties have caused these presents to be executed

Witnesses



CITY OF DEERFIELD BEACH

By:

DAVID SANTUCCI, CITY MANAGER

Date:

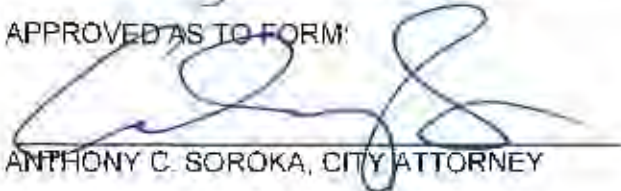
5/25/20

ATTEST:



SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:



ANTHONY C. SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

Charles "Dow" Knight
Charles "Dow" Knight
(Secretary)

(Corporate Seal)

AshBritt, Inc.
(Name of Corporation)

By Brittany P. Castillo
(Signature)

Brittany Perkins Castillo, CEO
(Type Name/Title Signed Above)

11th day of May, 2020

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By _____
(Signature)

(Type Name Signed Above)

____ day of _____, 20____

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

Line Items	Unit	Qty	2020 CPI Increase of 1.4%	Extended Price
I (Lump Sum Lot I) - Pricing for Emergency Debris Removal				\$ 8,507,612.19
1.1 250,000 Removal and hauling of eligible vegetative debris to a DMS. \$ (Required) Unit Price Supplier Notes:	yd3	250000	\$ 8.06	\$ 2,015,325.00
1.2 250,000 Site management and grinding of eligible vegetative debris at a DMS provided by the contractor. \$ (Required) Unit Price Supplier Notes:	yd3	250000	\$ 4.31	\$ 1,077,375.00
1.3 60,000 Hauling and recycling/disposal of eligible vegetative debris reduced by grinding from DMS to an approved landfill. \$ (Required) Unit Price Supplier Notes:	yd3	60000	\$ 4.01	\$ 240,318.00
1.4 200,000 Removal, hauling, and recycling of eligible C&D debris at a DEP approved landfill. \$ (Required) Unit Price Supplier Notes:	yd3	200000	\$ 9.73	\$ 1,946,880.00
1.5 260,000 Tipping fee for disposal. \$ (Required) Unit Price Supplier Notes:	yd3	260000	\$ 7.61	\$ 1,521,000.00
1.6 5,000 Removal of Hazardous limbs \$ (Required) Unit Price Supplier Notes:	yd3	5000	\$ 76.05	\$ 380,250.00
1.7 250 Removal of hazardous trees over 6 and up to 12 inches. \$ (Required) Unit Price Supplier Notes:	ea	250	\$ 40.56	\$ 10,140.00
1.8 100 Removal of hazardous trees over 12 and up to 24 inches. \$ (Required) Unit Price Supplier Notes:	ea	100	\$ 96.33	\$ 9,633.00
1.9 50 Removal of hazardous trees over 24 and up to 36 inches. \$ (Required) Unit Price Supplier Notes:	ea	50	\$ 152.10	\$ 7,605.00
1.10 10 Removal of hazardous trees over 36 inches \$ (Required) Unit Price Supplier Notes:	ea	10	\$ 299.13	\$ 2,991.30
1.11 1,000 Removal, hauling, and disposal of white goods. \$ (Required) Unit Price Supplier Notes:	ea	1000	\$ 86.19	\$ 86,190.00
1.12 2,000 Removal, hauling, and disposal of electronics waste. \$ (Required) Unit Price Supplier Notes:	ea	2000	\$ 45.63	\$ 91,260.00
1.13 1,000 Removal, hauling, and disposal of concrete. \$ (Required) Unit Price Supplier Notes:	yd3	1000	\$ 20.23	\$ 20,229.30

1.14 1,000 Removal, hauling, and disposal of household hazardous wastes (HHW)	yd3	1000	\$	30.42	\$	30,420.00
\$(Required)						
Unit Price						
Supplier Notes:						
1.15 10,000 Drainageways, retention and waterways	ft	10000	\$	23.32	\$	233,200.00
\$(Required)						
Unit Price						
Supplier Notes:						
1.16 5,000 Marine Debris	yd3	5000	\$	37.61	\$	187,990.00
\$(Required)						
Unit Price						
Supplier Notes:						
1.17 5,000 Restoration of dunal banks and slopes	yd3	5000	\$	20.28	\$	101,400.00
\$(Required)						
Unit Price						
Supplier Notes:						
1.18 1,000 Removal of debris from sand beaches. Removal of Debris from Sand Beaches: As identified by the CITY or Monitor, the Contractor shall accomplish the pickup, loading, hauling and disposal or recycling of all debris from public beaches and private beaches if approved. Contractor shall deliver debris to a final disposal site approved by the DEP. The Contractor may at his option, store debris at a temporary DMS in order to improve turn-around time and avoid landfill congestion. No separate payment will be made for storage, management or re-hauling of beach debris. The Contractor shall be responsible for all tipping and disposal fees. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity of debris removed.	yd3	1000	\$	12.42	\$	12,421.50
\$(Required)						
Unit Price						
Supplier Notes:						
1.19 10,000 Raking of sand beaches to 12 inch depth	yd2	10000	\$	4.83	\$	48,165.00
\$(Required)						
Unit Price						
Supplier Notes:						
2016-17/26 - Page 14 of 24						
1.20 10,000 Removal, screening, replacing, and grading of beach sand to original contour.	yd2	10000	\$	18.96	\$	187,990.00
\$(Required)						
Unit Price						
Supplier Notes:						
1.21 5,000 Removal of beach sand. Removal of Beach Sand: As identified by the CITY or Monitor, the Contractor shall accomplish the removal of beach sand from public property (private if approved) and ROW. Contractor shall load, haul and place beach sand in stockpiles on public beach areas as directed by the CITY or Monitor including screening. Payment under this pay item shall be based on a per cubic yard quantity.	yd3	5000	\$	8.37	\$	41,827.50
\$(Required)						
Unit Price						
Supplier Notes:						
1.22 75,000 Emergency potable bottled water per gallon.	gal	75000	\$	2.79	\$	209,175.00
\$(Required)						
Unit Price						
Supplier Notes:						
1.23 100,000 Emergency delivery of bagged ice per pound.	cu	100000	\$	0.47	\$	46,644.00
\$(Required)						
Unit Price						
Supplier Notes:						
2.1 Lump Sum Lot 2 - Pricing for Optional Services for Emergency Debris Removal					\$	493,829.50
2.1.100 Removal, hauling, and disposal of lawnmowers and equipment with small engines.	ea	100	\$	55.27	\$	5,527.00
\$(Required)						
Unit Price						
Supplier Notes:						
2.2 500 Removal, hauling, and disposal of abandoned tires	ea	500	\$	35.49	\$	17,745.00
\$(Required)						
Unit Price						
Supplier Notes:						

(Required)					
Unit Price					
Supplier Notes:					
2.3.50 Abandoned cars, trucks, and vans	ea	50	\$ 259.13	\$	12,956.50
\$					
(Required)					
Unit Price					
Supplier Notes:					
2.4.10 Abandoned campers, RV's and shipping containers	ea	10	\$ 603.33	\$	6,033.30
\$					
(Required)					
Unit Price					
Supplier Notes:					
2.5.5 Abandoned buses and tractor trailers	ea	3	\$ 866.13	\$	4,010.65
\$					
(Required)					
Unit Price					
Supplier Notes:					
2.6.10 Abandoned utility and boat trailers	ea	10	\$ 197.73	\$	1,977.30
\$					
(Required)					
Unit Price					
Supplier Notes:					
2.7.60 Abandoned vessels - 10 to 26 feet	lf	600	\$ 131.82	\$	79,092.00
\$					
(Required)					
Unit Price					
Supplier Notes:					
2.8.300 Abandoned vessels - 27 to 40 feet	lf	300	\$ 243.36	\$	73,008.00
\$					
(Required)					
Unit Price					
Supplier Notes:					
2.9.50 Abandoned vessels - 41 to 60 feet	lf	150	\$ 410.67	\$	61,600.50
\$					
(Required)					
Unit Price					
Supplier Notes:					
2.10.75 Fire suppression support water, Fire Suppression Standby Support Water. In the event of a water system failure in the CITY, the Contractor shall provide filled water trucks of a minimum capacity of 1500 gallons, and equipped with outlet valves compatible with fire hose connections meeting national standards of the National Fire Protection Association, or as otherwise specified by the CITY. The CITY will direct the Contractor regarding the location(s) for the truck(s) to be positioned, and the CITY will provide a fully qualified and licensed driver. If the initial water supply is used, the CITY will be responsible for refilling the truck. Delivery shall be accomplished within 48 hours of request by the CITY. Proposed prices based on 5 standby trucks for 15 days. Payment under this pay item shall be based on a per unit per day quantity.	day	75	\$ 887.25	\$	66,543.75
\$					
(Required)					
Unit Price					
Supplier Notes:					
2.11.15 Temporary satellite communications, Temporary Satellite Communications. The Contractor shall provide satellite communications units capable of voice, text messaging, data transfer and Internet access for use by CITY personnel in the event of failure of other communications systems. The units shall be provided for use by the CITY fully equipped, including AC/DC adapters (including automotive battery chargers), instructions and carrying cases. The units shall be fully operational upon delivery to the CITY, without further action by the CITY. Delivery shall be accomplished within 48 hours of request by the CITY. Payment under this pay item shall be based on a per day quantity.	day	15	\$ 2,281.50	\$	34,222.50
\$					
(Required)					
Unit Price					
Supplier Notes:					

2.12.150 Emergency Power Generation: Emergency Power Generation: The Contractor shall provide mobile electric power generation units for facilities and locations within the CITY. The CITY will define the fuel type of the units. The CITY will require up to 30 units, with output at 120 and/or 240 volts with a minimum capacity of 70 KW. The Contractor shall deliver the units to the facilities or locations designated by the CITY, and ensure connection of the units to the existing electrical wiring by a licensed electrician. The Contractor shall also ensure the unit is fueled, tested and demonstrated to be operational prior to departure from the location. The Contractor shall also provide fuel for the duration of the unit's use by the CITY, and will have readily available technical support and repair or replacement services. Delivery shall be accomplished within 48 hours of request by the CITY. Proposed prices based on 10 units for 15 days. Payment under this pay item shall be based on a per unit per day quantity.	day	150	\$ 679.38	\$ 101,907.00
\$ (Required) Unit Price Supplier Notes:				
2.13 Flood control pumping and water relocation with 4 inch minimum pumps: Flood Control Pumping and Water Relocation with 4 inch Minimum Pumps: The Contractor shall provide all personnel, trucks, pumps, hoses, fuel, and other necessary equipment for removal of standing water from low collection areas where localized flooding threatens public safety or continuing property damage, as directed by the City. Delivery shall be accomplished within 48 hours of request by the CITY. Proposed prices based on 5 units for 15 days. Payment under this pay item shall be based on a per unit per day quantity.	day	75	\$ 1,318.20	\$ 98,865.00
\$ (Required) Unit Price Supplier Notes:				
2.14 1,000 Sewer and culvert cleaning.	LF	1000	\$ 9.13	\$ 9,126.00
\$ (Required) Unit Price Supplier Notes:				
2.15 30 Stormwater catch basin cleaning.	ea	30	\$ 1,267.50	\$ 38,025.00
\$ (Required) Unit Price Supplier Notes:				
2.16 5,000 Decontamination of buildings and facilities.	sq2	5000	\$ 5.07	\$ 25,350.00
\$ (Required) Unit Price Supplier Notes: 2016-1726 - Page 14 of 24				
2.17 5,000 Mold remediation of buildings	sq2	5000	\$ 4.06	\$ 20,280.00
\$ (Required) Unit Price Supplier Notes:				
2.18 1,000 Removal, hauling, and disposal of asbestos containing material (ACM).	yds	1000	\$ 35.49	\$ 35,490.00
\$ (Required) Unit Price Supplier Notes:				

Hourly Pricing

3.1 Lump Sum Unit 3 - Pricing for Optional Services - Heavy Equipment Push Services - Time and Material			\$ 5,953.19
3.1.1 Skid Steer Loader - Size or type: Bobcat	hr		\$ 108.50
\$ (Required) Unit Price Supplier Notes:			
3.2.1 Backhoe - Size or type: Cat 416	hr		\$ 91.26
\$ (Required) Unit Price Supplier Notes:			
3.3.1 Wheel Loaders - Size or type: Cat 950	hr		\$ 121.68
\$ (Required) Unit Price			

Supplier Notes: 3.4 1 Wheel Loaders - Size or type: Cat 966 \$	1hr	\$	138.92
(Required) Unit Price Supplier Notes: 2016-17/26 - Page 15 of 24			
3.5 1 Wheel Loaders - Size or type: Cat 980 \$	1hr	\$	152.10
(Required) Unit Price Supplier Notes: 3.6 1 Tracked Loader - Size or type: Cat 995 \$	1hr	\$	136.89
(Required) Unit Price Supplier Notes: 3.7 1 Towed Loader w/ Tractor - Size or type: Prentice 210 \$	1hr	\$	144.96
(Required) Unit Price Supplier Notes: 3.8 1 Self Loading Knuckle Boom Truck - Size or type: 25-35 CY Body \$	1hr	\$	136.89
(Required) Unit Price Supplier Notes: 3.9 1 Self Loading Knuckle Boom Truck - Size or type: 35-45 CY Body \$	1hr	\$	157.17
(Required) Unit Price Supplier Notes: 3.10 1 Dozer - Size or type: Cat D4 \$	1hr	\$	86.19
(Required) Unit Price Supplier Notes: 3.11 1 Dozer - Size or type: Cat D5 \$	1hr	\$	119.65
(Required) Unit Price Supplier Notes: 2016-17/26 - Page 16 of 24			
3.12 1 Dozer - Size or type: Cat D6 \$	1hr	\$	131.82
(Required) Unit Price Supplier Notes: 3.13 1 Dozer - Size or type: Cat D7 \$	1hr	\$	177.45
(Required) Unit Price Supplier Notes: 3.14 1 Dozer - Size or type: Cat D8 \$	1hr	\$	207.87
(Required) Unit Price Supplier Notes: 3.15 1 Excavators - Size or type: Cat 320 \$	1hr	\$	142.97
(Required) Unit Price Supplier Notes: 3.16 1 Excavators - Size or type: Cat 325 \$	1hr	\$	167.31
(Required) Unit Price Supplier Notes: 3.17 1 Excavators - Size or type: Cat 330 \$	1hr	\$	187.59

(Required)			
Unit Price			
Supplier Notes:			
3.18 1 Motor Grader - Size or type: Cat 130G	1hr	\$	121.68
\$			
(Required)			
Unit Price			
Supplier Notes:			
2016-17/26 - Page 17 of 24			
3.19 1 Crane - Size or type: 30 Ton	1hr	\$	197.73
\$			
(Required)			
Unit Price			
Supplier Notes:			
3.20 1 Bucket Truck - Size or type: Up to 50' reach	1hr	\$	131.86
\$			
(Required)			
Unit Price			
Supplier Notes:			
3.21 1 Bucket Truck - Size or type: 50' - 75' reach	1hr	\$	167.31
\$			
(Required)			
Unit Price			
Supplier Notes:			
3.22 1 Trash Transfer Trailer w/ Tractor - Size or type: 110-Yard	1hr	\$	152.19
\$			
(Required)			
Unit Price			
Supplier Notes:			
3.23 1 Mechanized Boom - Size or type: Street Sweeper	1hr	\$	79.98
\$			
(Required)			
Unit Price			
Supplier Notes:			
3.24 1 Water Truck - Size or type: 2000 Gallon	1hr	\$	111.54
\$			
(Required)			
Unit Price			
Supplier Notes:			
2016-17/26 - Page 18 of 24			
3.25 1 Stump Grinder - Size or type: Vermeer 252	1hr	\$	65.91
\$			
(Required)			
Unit Price			
Supplier Notes:			
2016-17/26 - Page 18 of 24			
3.26 1 Chipper w/ 2 man crew - Size or type: Morbark Storm	1hr	\$	147.53
\$			
(Required)			
Unit Price			
Supplier Notes:			
3.27 1 12-Foot Tub Grinder - Size or type: Morbark 1200	1hr	\$	405.60
\$			
(Required)			
Unit Price			
Supplier Notes:			
3.28 1 13-Foot Tub Grinder - Size or type: Morbark 1300	1hr	\$	430.95
\$			
(Required)			
Unit Price			
Supplier Notes:			
3.29 1 14-Foot Tub Grinder - Size or type: Morbark 1400	1hr	\$	496.86
\$			
(Required)			
Unit Price			
Supplier Notes:			
3.30 1 Equipment Transport w/ Tractor - Size or type: 50' long	1hr	\$	126.75
\$			
(Required)			
Unit Price			
Supplier Notes:			

3.31 1 Truck Mounted Winch - Size or type: Tow Truck \$ (Required) Unit Price Supplier Notes:	1hr	\$	121.68
3.32 1 Dump Truck - Size or type: 10 to 15 CY \$ (Required) Unit Price Supplier Notes:	1hr	\$	76.05
2016-17/26 - Page 19 of 24 3.33 1 Dump Truck - Size or type: 16 to 20 CY \$ (Required) Unit Price Supplier Notes:	1hr	\$	81.12
3.34 1 Trailer Dump w/ Tractor - Size or type: 30 to 40 CY \$ (Required) Unit Price Supplier Notes:	1hr	\$	106.47
3.35 1 Trailer Dump w/ Tractor - Size or type: 31 to 50 CY \$ (Required) Unit Price Supplier Notes:	1hr	\$	116.61
3.36 1 Trailer Dump w/ Tractor - Size or type: 51 to 60 CY \$ (Required) Unit Price Supplier Notes:	1hr	\$	126.75
3.37 1 Trailer Dump w/ Tractor - Size or type: 61 to 70 CY \$ (Required) Unit Price Supplier Notes:	1hr	\$	136.89
3.38 1 Walking 1 hour Trailer w/ Tractor - Size or type: 100 CY \$ (Required) Unit Price Supplier Notes:	1hr	\$	152.10
4.1 Lump Sum Lot 4 - Pricing for Optional Services - Transportation Vehicles - Operators NOT Included \$ Unit Price Supplier Notes:		\$	496.86
2016-17/26 - Page 20 of 24 4.1.1 Pickup Truck - Size or type: 1/2 Ton \$ (Required) Unit Price Supplier Notes:	1day	\$	81.13
4.2.1 Pickup Truck - Size or type: 3/4 Ton \$ (Required) Unit Price Supplier Notes:	1day	\$	91.26
4.3.1 Pickup Truck - Size or type: 1 Ton \$ (Required) Unit Price Supplier Notes:	1day	\$	98.33
4.4.1 Box Truck - Size or type: 3/4 Ton \$ (Required) Unit Price Supplier Notes:	1day	\$	101.40
4.5.1 Utility Van - Size or type: 3/4 Ton \$ (Required) Unit Price	1day	\$	75.98

Supplier Notes		
4.6 1 Passenger Car - Size or type: Full size	1 day	\$ 95.77
\$		
(Required)		
Unit Price		
Supplier Notes:		
5 1 Lump Sum Lot 5 - Pricing for Optional Services - Personnel	1 hr	\$ 93.19
5.1 1 Pricing for an individual per hour: Superintendent w/ Pickup Truck	1 hr	\$ 76.05
\$		
(Required)		
Unit Price		
Supplier Notes:		
5.2 1 Pricing for an individual per hour: Supervisor w/ Pickup Truck	1 hr	\$ 65.91
\$		
(Required)		
Unit Price		
Supplier Notes:		
5.3 1 Pricing for an individual per hour: Safety of QC Manager w/ Pickup Truck	1 hr	\$ 76.05
\$		
(Required)		
Unit Price		
Supplier Notes:		
5.4 1 Pricing for an individual per hour: Mechanic w/ Truck and Tools	1 hr	\$ 86.19
\$		
(Required)		
Unit Price		
Supplier Notes:		
5.5 1 Pricing for an individual per hour: Climber w/ Gear	1 hr	\$ 86.19
\$		
(Required)		
Unit Price		
Supplier Notes:		
5.6 1 Pricing for an individual per hour: Operator w/ Chainsaw	1 hr	\$ 40.56
\$		
(Required)		
Unit Price		
Supplier Notes:		
5.7 1 Pricing for an individual per hour: Laborer w/ Tools	1 hr	\$ 30.42
\$		
(Required)		
Unit Price		
Supplier Notes:		
5.8 1 Pricing for an individual per hour: Traffic Control Personnel	1 hr	\$ 30.42
\$		
(Required)		
Unit Price		
Supplier Notes:		
5.9 1 Pricing for an individual per hour: Ticket Writers	1 hr	\$ 30.42
\$		
(Required)		
Unit Price		
Supplier Notes:		
5.10 1 Pricing for an individual per hour: Clerical	1 hr	\$ 35.19
\$		
(Required)		
Unit Price		
Supplier Notes:		
5.11 1 Pricing for an individual per hour: Administrative Assistant	1 hr	\$ 35.49
\$		
(Required)		
Unit Price		
Supplier Notes:		
6 1 Lump Sum Lot 6 - Pricing for Average Mileage	1 mi	\$ 4.06
\$		
Unit Price		
Supplier Notes:		
6.1 1 Average mileage rate for land distance between 0 - 15 miles	1 mi	\$ 4.52
\$		
(Required)		
Unit Price		

Supplier Notes:			
6.2 1 Average mileage rate for haul distance between 10 - 30 miles	1 mi	\$	1.01
\$			
(Required)			
Unit Price			
Supplier Notes:			
6.3 1 Average mileage rate for haul distance between 31 - 60 miles	1 mi	\$	0.76
\$			
(Required)			
Unit Price			
Supplier Notes:			
6.4 1 Average mileage rate for haul distance 61 or greater miles	1 mi	\$	0.76
\$			
(Required)			
Unit Price			
Supplier Notes:			
Supplier Notes:			

RESOLUTION NO. 2018/ 100

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE AGREEMENT WITH ASHBRIFF, INC. FOR EMERGENCY DEBRIS REMOVAL SERVICES, RFP #2016-17/26; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City and Ashbrieff, Inc. ("Ashbrieff") entered into an Agreement, dated June 13, 2017, (the "Agreement") for Ashbrieff to provide certain emergency debris removal services to the City in accordance with the terms and conditions of the Agreement; and

WHEREAS, the City and Ashbrieff have agreed to enter into an amendment to the Agreement, attached as Exhibit "A" (the "Amendment").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

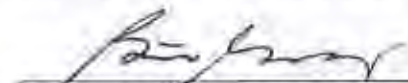
Section 2. The City Commission hereby approves the Amendment to the Agreement with Ashbrieff, attached as Exhibit "A".

Section 3. The City Manager is hereby authorized to execute the Amendment, attached as Exhibit A, together with such non-substantial changes that are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

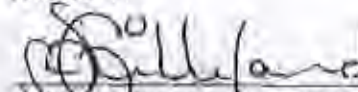
Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 19TH DAY OF JUNE, 2018.

CITY OF DEERFIELD BEACH


BILL GANZ, MAYOR

ATTEST:


SAMANTHA GILLYARD, CMC, CITY CLERK

AMENDMENT TO AGREEMENT

BETWEEN

CITY OF DEERFIELD BEACH

AND

ASHBRITT, INC.

FOR EMERGENCY DEBRIS REMOVAL SERVICES

THIS AMENDMENT (the "Amendment") to the Agreement between the City of Deerfield Beach, Florida ("City") and Ashbritt, Inc. ("Contractor") for emergency debris removal services, dated June 13, 2017, (the "Agreement") is entered into on the date of execution by both parties.

WHEREAS, City and Contractor entered into the competitively procured Agreement for Contractor to provide certain emergency debris removal services to the City in accordance with the terms and conditions of the Agreement (the "Services"); and

WHEREAS, the City and the Contractor desire to amend the Agreement pursuant to the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions provided herein, the City and Contractor agree as follows:

1. The above recitals are true and correct and are specifically incorporated into this Amendment.
2. Section 1.7 of the Agreement is amended to read as follows¹:

The City shall primarily utilize the CONTRACTOR as the Primary Contractor for the Services. However, the CITY will utilize the Secondary Contractor, at the City's sole discretion, ~~when the Primary Contractor does not have the resources and ability to perform the required Services or if the Primary Contractor has defaulted or breached the Agreement.~~ The CITY may utilize the Secondary Contractor if in its sole discretion if it is beneficial to the CITY to utilize the Secondary Contractor. The City's decision in this regard shall be final and binding on the parties.

3. Section 1.8 of the Agreement is amended to read as follows:

This Agreement will be activated by the Contract Administrator by means of Purchase Order at the direction of the City Manager only in the event of any emergency. As such, no compensation will accrue to the CONTRACTOR, unless and until this Agreement is

¹ Additions to the Agreement text are shown in underline. Deletions to the Agreement text are shown in strikethrough.

activated by the Contract Administrator either in anticipation of a natural or man-made disaster or immediately after such disaster. The Purchase Order will set out the services to be performed and the amount of compensation for the requested Services. Within 96 hours of the earlier of the City's issuance of a Purchase Order or Notice to Proceed to CONTRACTOR for the Services, CONTRACTOR shall secure and mobilize within the CITY, at a minimum, the debris removal equipment types and quantities requested by the City in the Purchase Order or Notice to Proceed issued to CONTRACTOR to perform the Services (the "Requested Service Levels"), and CONTRACTOR shall maintain the Requested Service Levels within the CITY until completion of the Services by CONTRACTOR for the applicable storm event. CONTRACTOR acknowledges that the preceding sentence is a material term of the Agreement and supersedes any other language in the Agreement to the contrary. The CONTRACTOR may make substitutions to the types of equipment specified in the applicable Purchase Order or Notice to Proceed, but only upon prior written approval of the City Manager or designee, which may be withheld in the City's sole discretion.

4. Section 3.2 of the Agreement is amended to read as follows:

CONTRACTOR may submit invoices for compensation after completion of the work set out in the Purchase Order but no more often than on a monthly basis. Invoices shall designate the nature of the services performed. CONTRACTOR shall certify that each subcontractor and suppliers which provided services or supplies included in the invoice has been paid. In order to enable the CITY to properly budget and account for storm event expenditures in a timely manner, within five (5) business days after a request from the CITY, CONTRACTOR shall provide the CITY with (i) copies of all invoices submitted to, or approved by, the City's debris monitoring contractor, and (ii) in the event that such invoices are not yet available for a particular time period, such other non-confidential available information related to expenses incurred by CONTRACTOR in performing the Services.

5. Article 10 "Performance Bond" of the Agreement is created to read as follows:

ARTICLE 10

PERFORMANCE BOND

Prior to commencing Services, the Contractor shall furnish to the City, and keep current for the full duration of the Agreement, and any renewal, a Performance Bond, in a form acceptable to the City, for the faithful performance of the Agreement and all obligations arising under the Agreement in an amount equal to \$2 million dollars.

6. Contractor agrees to provide the City with the Performance Bond provided for in paragraph 5 above within 15 days of execution of this Amendment.
7. Contractor agrees that the Project Manager appointed by Contractor referred to in Section 5 of Exhibit "A" "Scope of Work" of the Agreement shall be available to the City as the primary point-of-contact within 24 hours of notification by the City of a forthcoming storm event, and shall remain continuously available thereafter before, during and after a storm event, including through completion of the Services related to such storm event (collectively, the "Storm Period") and

shall not be removed, substituted or replaced by the Contractor during the Storm Period, except with prior written approval of the City, which may be withheld in the City's sole discretion.

8. Contractor shall prepare public information materials regarding debris removal procedures and shall coordinate with the City regarding the content and dissemination of such materials to City residents.
9. The provisions of this Amendment shall control in the event of any conflict between the provisions of this Amendment and the provisions of the Agreement.

Except as modified herein, all terms and conditions of the original Agreement remain in full force and effect.

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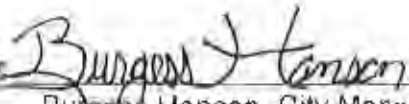
AMENDMENT TO AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND
ASHBRITT, INC. FOR EMERGENCY DEBRIS REMOVAL SERVICES

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be
executed by their respective officials thereunto duly authorized, effective as of the date
it is fully executed by both parties.

Witnesses:

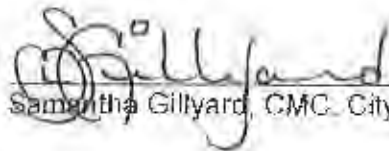
CITY OF DEERFIELD BEACH



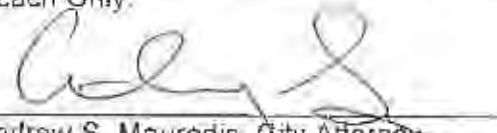
By 
Burgess J. Hansen, City Manager

Date: 6/20/18

ATTEST:


Samantha Gillyard, CMC, City Clerk

Approved as to Form and Legal Sufficiency
For Use and Reliance by the City of Deerfield
Beach Only:


For Andrew S. Maurodis, City Attorney

AMENDMENT TO AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND
ASHBRITT, INC. FOR EMERGENCY DEBRIS REMOVAL SERVICES

CONTRACTOR

ATTEST:

ASHBRITT, INC.

(Secretary)

By



(Signature)

(Corporate Seal)

Duane Knicker / Sr. V.P.

(Type Name/Title Signed Above)

26th day of JUNE, 2018.



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Resolution No. 2020-46 Consideration to Approve and Authorize the Proper Town Officials to Negotiate and to Execute Renewal Agreement with WastePro of Florida, Inc. for Disposal of Solid Waste and Recycling Services.

Submitting Dept: Town Manager, Sherry D. Henderson, Town Clerk

Agenda Date: July 7, 2020

1. BACKGROUND/HISTORY

On October 6, 2015 the Town adopted Resolution 2015-816 awarding the solid waste and disposal contract to Waste Pro for a 5-year term. This contract included a 5-year extension provision, but also included a termination clause under the condition when the contractor materially fails to perform the contracted services.

During the initial term of the contract, on June 5, 2018, due to significant restructuring and changes in the recycling market and local recycling industry, the Town needed to find a new recycling provider and contracted with Waste Pro to continue collecting recyclables. The original contract was amended to include disposing of the recycled items at an additional cost of \$9,503 annually.

The current contract expires October 31, 2020 and for the past few months the Town and Waste Pro have been in discussions to renegotiate the current contract. The original proposal from Waste Pro included a 65% increase, plus a pass-through of any tipping charges, and was not inclusive of recycling.

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

The new contract will cost the town an additional \$56,433 for a new total of \$329,682. Each year the price will be adjusted based on the CPI, but never exceed 4% in any year, regardless of price in the



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garbage and recycling stream, including any fluctuations in disposal fees.

3. RECOMMENDATION

Approval to renew the contract is recommended.

- ATTACHMENTS:**
1. Agenda Cover Memo - WastePro 7-7-2020
 2. Copy of Fort Lauderdale Municipal Sanitation Rates Survey 2019-03
 3. 46 - Waste Pro Renewal
 4. WastePro - Hillsboro Letter (6-15-2020)
 5. RES. 2018-25 (amendment) Waste Pro disposal of Solid Waste and Recycling Svcs (6-5-2018)
 6. RES 2015-816 Waste Pro - Oct 2015



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TOWN OF HILLSBORO BEACH

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Agenda Item Cover Memo

Agenda Item: Waste Pro Contract Renewal

Submitting Dept: Town Manager

Agenda Date: June 2, 2020

1. BACKGROUND / HISTORY

On October 6, 2015 the Town adopted Resolution 2015-816 awarding the solid waste and disposal contract to Waste Pro for a 5-year term. This contract included a 5-year extension provision, but also included a termination clause under the condition when the contractor materially fails to perform the contracted services.

During the initial term of the contract, on June 5, 2018, due to significant restructuring and changes in the recycling market and local recycling industry, the Town needed to find a new recycling provider and contracted with Waste Pro to continue collecting recyclables. The original contract was amended to include disposing of the recycled items at an additional cost of \$9,503 annually.

The current contract expires October 31, 2020 and for the past few months the Town and Waste Pro have been in discussions to renegotiate the current contract. The original proposal from Waste Pro included a 65% increase, plus a pass-through of any tipping charges, and was not inclusive of recycling.

2. CURRENT ACTIVITY

During contract negotiations, rates from other cities were obtained to assess the “true marketplace” cost for hauling, disposing and recycling. While most cities pay a separate cost for tipping and hauling, a few cities construct their contracts as Hillsboro Beach, with an “all-in” cost. The Town of Westin currently pays \$18.51 for their “all-in” residential garbage service, and Lauderdale by the Sea pays \$15.15. Both of these costs are likely to increase in 2020 when a CPI index is applied. Worth noting is that both cities, as all other cities in Broward, bill their residents separately for the cost of garbage services, and most cities receive an administrative and/or franchise fee as a revenue source. For instance, Lauderdale by the Sea charges an additional 7.5% on all residential garbage bills for income to the Town.

Currently, our contract includes an annual amount of \$263,746 for solid waste, and an additional \$9,503 for recycling, totaling \$273,249. The new contracted price is \$329,682, an increase of \$56,433, or 20% above our current contracted price. Based on the research conducted in-house and supplemented with

research conducted by the City of Fort Lauderdale in 2019 (see attached spreadsheet), the proposed contract amount will still be the lowest contract known in Broward.

Worth noting is that the Town will now have two free Household Hazardous Waste (HHW) events, up to \$1,250 for each event.

3. FINANCIAL IMPACT

The new contract will cost the town an additional \$56,433 for a new total of \$329,682. Each year the price will be adjusted based on the CPI, but never exceed 4% in any year, regardless of price in the garbage and recycling stream, including any fluctuations in disposal fees.

4. RECOMMENDATION

Approval to renew the contract is recommended.

Broward County Municipalities Monthly Residential Assessment, Hauling and Disposal Costs						
#	Municipality	# of Residential Units	Hauler	Monthly Assessment	Hauling	Disposal*
				Per Residential Unit		
1	Broward County		Republic Services Waste Pro	\$ 22.50	\$ 3.01	\$ 7.48
2	Coconut Creek		Republic Services	\$ 16.53	\$ 7.59	\$ 4.59
3	Cooper City		Waste Management	\$ 28.51	\$ 17.08	\$ 7.25
4	Coral Springs		Waste Pro USA	\$ 21.67	\$ 6.55	\$ 1.80
5	Dania Beach		Waste Management	\$ 29.87	\$ 16.39	\$ 13.48
6	Davie		Waste Management	\$ 17.30	\$ 6.18	\$ 7.38
7	Deerfield Beach		In-House	\$ 22.34	\$ -	\$ -
8	Fort Lauderdale		Republic Services (MSW) Gold Medal (Recycling)	\$ 40.70	\$ 21.22	\$ -
9	Hallandale Beach		In-House	\$ 29.87	\$ -	\$ -
10	Hillsboro Beach		Waste Pro USA	\$ -	\$ 9.35	\$ -
11	Hollywood		Waste Pro USA	\$ 31.00	\$ 18.34	\$ -
12	Lauderdale-by-the-Sea		Waste Pro USA	\$ 15.69	\$ 8.67	\$ 5.13
13	Lauderdale Lakes		Waste Management	\$ 21.67	\$ 24.88	\$ -
14	Lauderhill		Waste Management	\$ 20.44	\$ 7.06	\$ 9.14
15	Lighthouse Point		Waste Management	\$ 39.14	\$ 30.45	\$ 7.72
16	Margate		Waste Management	\$ 22.63	\$ 16.10	\$ 4.77
17	Miramar		Waste Pro USA	\$ 18.75	\$ 8.62	\$ 5.14
18	North Lauderdale		Waste Pro USA	\$ 18.00	\$ 5.03	\$ 5.85
19	Oakland Park		In-House	\$ 18.08	\$ -	\$ -
20	Parkland		Waste Management	\$ 31.47	89% of residential assessment paid to hauler	
21	Pembroke Park		Waste Management	\$ 19.87	\$ 19.22	\$ -
22	Pembroke Pines		Waste Pro USA	\$ 23.20	\$ 8.24	\$ 10.71
23	Plantation		Waste Management	N/A	PAYT - Pay As You Throw	
24	Pompano Beach		Waste Management	\$ 20.28	\$ 17.92	\$ -
25	Sea Ranch Lakes		Waste Management	\$ 21.60	\$ 22.40	\$ -
26	Southwest Ranches		Waste Pro USA	\$ 25.58	\$ 28.00	\$ -
27	Sunrise		Republic Services	\$ 19.08	\$ 7.75	\$ 5.45
28	Tamarac		Waste Management	\$ 22.81	\$ 15.91	\$ -
29	West Park		Waste Pro USA	\$ 33.31	\$ 11.94	\$ 10.47
30	Wilton Manors		Waste Management	\$ 25.03	\$ 23.38	\$ -
31	Weston		Republic Services	\$ 15.29	\$ 10.15	\$ -

Survey conducted by Ft Lauderdale in March 2019

* Various municipalities pay disposal fees directly to the disposal facilities in separate agreements

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ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this
____day of _____ 2020.

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk



June 15, 2020

Mac Serda
Town Manager
Hillsboro Beach

Dear Mr. Serda:

Over the past 24 months the solid waste industry has been faced with unprecedented labor shortages that have made finding qualified drivers and maintenance technicians extremely difficult. These shortages have forced Waste Pro to substantially increase wages and augment benefit packages. We have had to take these measures in an effort to not only keep the head count we have but to also recruit and develop the candidates we need to fill vacancies and add supplemental drivers for bench strength. Under normal operating conditions we would have many of these positions filled. As a result of combining the labor issues with soaring insurance cost and equipment costs we are left with a significant negative variance in our revenues versus expenses. Our operations are being negatively impacted by these factors.

These increases in costs and labor shortages are evident throughout the industry and are reflected in recent RFP pricing and solid waste franchise agreements renewals. Below are examples of rate increase in recent bids and renewal proposals around Broward County.

Municipality	RFP/Renewal Date	Previous Rate	Residential	New Residential Rate	Percentage
City of Fort Lauderdale	2019	\$14.17		28.11	98%
City of Weston	2018	\$10.15		\$18.51	82%
Southwest Ranches	2017	\$25.47		\$44.89	76%
City of Hollywood	2019	\$15.49		\$24.63	59%
Broward County Unincorporated	2019	\$11.47		\$17.99	57%
Coconut Creek	2019	\$17.01		\$18.85	11%
LBTS (disposal included)	2019	\$14.37		\$16.32	13.56%

While contemplating how to approach the City to discuss the need for rate relief, it became obvious that the best way to control costs and offer pricing certainty in these uncertain market conditions was to offer an option to the City in which Waste Pro is responsible for both the disposal obligation decision and the hauling and reporting responsibilities we currently have.

We believe that we offer pricing certainty to the City with controllable escalators. In addition, we feel that we can improve landfill diversion rates, help achieve recycling participation goals, augment services to



residents and businesses owners and lessen the carbon footprint in collecting and disposing of the waste and recycling throughout the city.

Waste Pro proposes to charge an “all in” unit price for residential units. This “all in” rate would blend the disposal and collection rates. This would allow for Waste Pro to negotiate disposal rates with the available options in the disposal market. A maximum generation factor would be set by material type on a per unit basis and that would be used for any future situation where tons had increased over the historic run rate.

As a performance measure to ensure compliance with current goal Waste Pro would offer the following solution.

- The current rates would be adjusted in October 1st, 2020 to the new all-inclusive rates including hauling, recycling and bulk.
- A CPI would apply to the hauling and disposal component of rates in existing agreement and those would be capped at 4 percent every year.

With the proper rate adjustment, we are confident we can continue providing the service requested by the city and complete residential collections consistently. All the requested services are implemented and in place including Recycle educational material to residents once per year during the term of the new agreement.

- Waste pro has assigned a Supervisor to Hillsboro Beach, who is responsible to ensure all routes are completed for that day. The Supervisor’s responsibilities include driving through the route/zone to make sure that nothing is left behind unless for the right reason.
- If anything is not picked up, WastePro is making sure that the resident is left with a tag explaining the reason why it was not picked up and when and how soon will it be picked up.
- When a truck breaks down, Waste Pro will bring other trucks for that day. However, if the issue happen late on the day and no other truck is available, WastePro will be completing the route first thing the next morning.
- Waste Pro will continue to make a good faith effort to maintaining the recycle stream integrity.
- Waste Pro will continue maintaining and replacing broken or missing cans in a timely manner.

By aligning the agreement and addressing our need for relief now the City will achieve pricing certainty through 2025 at a minimum. Additionally, you eliminate the operational risk potential of changing disposal locations on your hauler and will achieve a collection plan that limits the carbon foot print throughout the city and beyond.

WastePro is requesting a onetime adjustment to revenues to offset increases in cost that are extraordinary in nature. The total cost increase is 65% of current annual revenue. This resolves the difficulties impacting service levels.



The accounting industry definition of **extraordinary items** consists of gains or losses included on a company's income statement from events that are unusual and infrequent in nature. We are using their percentages as the basis for our request.

- **Labor and fringe benefits has increased 39.4% major components are:**
 - Increased demand of Commercial Driver License (“CDL”) drivers as result of upturn economy cement, home delivery (Amazon) has created 100,000 driver shortages over the US.
 - Changes in US Department of Transportation (“DOT”) Hours of Service (“HOS”) has change and have become more restrictive and punitive for failures.
 - Our CDL drivers wages up over 28% and retention is critical to maintaining good solid service.
 - On-boarding from recruiting, hiring, training has increased from two (2) weeks to minimum of ten (10) to twelve (12) weeks. This now includes two (2) of strictly classroom training.
 - Health insurance and benefits is escalating over 40%
- **Depreciation up 25.3%**
 - A new collection vehicle four (4) years ago was roughly \$285,000 now \$375,000 an increasing.
 - The price of steel used that maintaining our containers is up 50% caused by the import embargo with foreign countries particularly China.
- **Vehicle maintenance expenses increased 42.5%. Examples are:**
 - CNG engine life (4-5 years at \$50,000) is half of diesel engine life (8-10 years at \$40,000).
 - As the computer technology on the vehicles involve higher quality and labor cost of technicians has gone up over 32%.
 - Computer diagnostic (computer and software) and training of maintenance technicians is common and how on to use is on-going.
- **Insurance expenses are up staggering 90.9%**

More frivolous Law Suits are filed against Sanitation Companies due to legal firms like Morgan and Morgan exploding individuals who are involved in accidents with transportation companies.

After discussing with Town Manager, as a compromise, Waste Pro is seeking a 25% increase across all lines of revenue instead of the 65% of the cost increases listed above.

Municipality	Date	Current Rate	Residential	New Residential Rate	Percentage
City Hillsboro Beach	October 1 st 2020	\$9.20		\$11.50	25%

The new proposed rate is lower than all new signed agreements in Broward County for the last 24 months.

The current agreement will end on October 31st, 2020. Waste Pro is seeking to extend, by mutual consent, the current agreement for 5 years. During the term of the agreement extension the new collection (Solid Waste, Bulk and Recycling) and disposal rates (for Solid Waste, Bulk and Recycling) will be adjusted by an amount that is equal to the percentage change in the consumer price index (CPI) during the most recent twelve consecutive month period beginning on April 1 and ending March 31 of every year based on the All



Urban Consumers, Miami/Fort Lauderdale Region. The CPI shall not exceed 4% annually. On October 1st of every year, an updated new house count will be provided by the Town.

In the event of a rate increase for the Disposal Fee component exceeding the CPI percentage during the annual CPI calculation, the Monthly Collection Rate shall be adjusted, on the first of the month closest to the effective date of such change in Disposal Rate(s). The change shall reflect the percentage change (either an increase or decrease) in the Disposal Rate.

WastePro will deliver supplies and containers for Town Staff to provide Household Hazardous Waste (HHW) drop-off event service twice per year. This event will be scheduled for the 4th Saturday of April and the 4th Saturday of October during the term of this agreement starting on 2021. All items will be pick up for WastePro anytime the following 5 business days of the event. WastePro will pay up to \$1,250.00 for disposal per event. If the disposal invoice is higher than \$1,250.00, the difference will be paid by the town. Here is the list of items that we accept.

Electronics

-Answering machines -Fax machines -Printers/cartridges -Scanners -Cell phones/chargers
-Flash/hard drives -Radios -Stereos/speakers -Computers/cables -Keyboards/mice -Rechargeable batteries -Telephones -Copiers -Monitors -Routers -Televisions -DVD/VCR players -Pagers -Satellite/cable boxes -Wires

Items that will be accepted as HHW

-Aerosol products -Ammonia -Antifreeze -Auto fluids -Auto batteries
-Boat batteries -Household batteries -Boat fluids -Charcoal starter -Compact fluorescent bulbs
-Drain cleaners -Fertilizers -Fire extinguishers -Fluorescent tubes -Gasoline -Herbicides -Household cleaners -Insecticides -Kerosene -Lawn chemicals -Lighter fluid -Motor oil -Nail polish remover -Paint
-Paint thinner -Pesticides -Photo chemicals -Pool chemicals -Rechargeable batteries -Rust remover
-Solvents -Spot remover -Turpentine -Weed killer -Wood stain -Wood stripper

Items that will NOT be accepted

-Ammunition -Bio-hazardous waste (medical waste) -Fireworks -Flares -Mercury thermometers/switches
-Medicine and pharmaceutical waste, needles (sharps)

It is understood that if the town move forward designating Commercial accounts, these accounts will be part of the exclusive franchise agreement extension and the rates in the chart No. 1 below will applied.

Also, this proposal includes the exclusive franchise to provide Construction and Demolition debris collection to all projects and to all current and future Construction and Demolition Accounts collections in the town of Hillsboro Beach. For Construction and demolition projects the rates on the chart No.2 below will applied. The proposed Rates for Commercial and C&D are:



1	Dumpster Service	1x/wk	2x/wk	3x/wk	4x/wk	5x/wk	6x/wk
	2 yd container	\$129.90	\$259.80	\$389.70	\$519.60	\$649.50	\$779.40
	3 yd container	\$194.85	\$389.70	\$584.55	\$779.70	\$974.25	\$1,169.10
	4 yd container	\$259.80	\$519.60	\$779.40	\$1,039.20	\$1,299.00	\$1,558.80
	6 yd container	\$389.70	\$779.40	\$1,169.10	\$1,558.80	\$1,948.50	\$2,338.20
	8 yd container	\$519.60	\$1,039.20	\$1,558.80	\$2,078.40	\$2,598.00	\$3,117.60
	Compactor Service	1x/wk	2x/wk	3x/wk	4x/wk	5x/wk	6x/wk
	2 yd container	\$184.21	\$370.42	\$555.63	\$740.84	\$926.05	\$1,111.26
	3 yd container	\$277.82	\$555.63	\$833.45	\$1,111.26	\$1,389.08	\$1,666.89
	4 yd container	\$370.42	\$740.84	\$1,111.26	\$1,481.68	\$1,852.10	\$2,222.52
	6 yd container	\$555.63	\$1,111.26	\$1,666.89	\$2,222.52	\$2,778.15	\$3,333.78
	8 yd container	\$740.84	\$1,481.68	\$2,222.52	\$2,963.36	\$3,704.20	\$4,445.05
2	Roll Off Service	Delivery	Pull	Disposal			
	10, 15, 20, 30 or 40 yd Container	\$122.12	\$244.25	Based on weight per ton			
	Compactor any size		\$421.01	Based on weight per ton			

We look forward to meeting with the Town Manager and Staff. Please let us know when we can schedule this meeting.

Regards

Sincerely,

Farid Abuchaibe
Division Manager
3101 NW 16th Ter
Pompano Beach, 33064
WastePro of Florida
Cell: 801-634-4311
Email: fabuchaibe@wasteprousa.com

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RESOLUTION NO. 2018-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS TO NEGOTIATE AND EXECUTE A CONTRACT WITH WASTEPRO FOR DISPOSAL OF SOLID WASTE AND RECYCLING SERVICES; AUTHORIZING THE MAYOR OR VICE MAYOR TO EXECUTE THE NEGOTIATED CONTRACT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Hillsboro Beach deems it to be in the best interests of the Town to execute a contract with WastePro for disposal of solid waste and recycling services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:

SECTION 1. The foregoing Whereas clause is incorporated herein by reference and made part hereof.

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida hereby approves and authorizes the proper Town officials to execute a contract with WastePro for disposal of solid waste and recycling services for \$52.00 per ton, or approximately \$9,503.00 above and beyond the current contract price annualized based on current garbage and recycling tonnage.

SECTION 3. Upon the completion of the negotiations, the Mayor or Vice Mayor is authorized to sign a contract with WastePro for disposal of solid waste and recycling services.

SECTION 4. All Resolutions or parts of Resolutions in conflict with any of the provision of this resolution are hereby repealed.

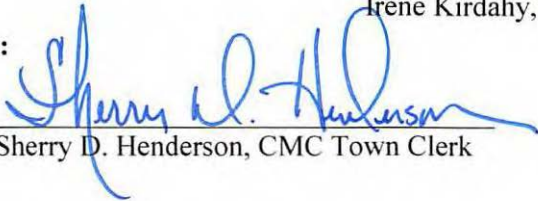
SECTION 5. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this 5th day of June 2018.

TOWN OF HILLSBORO BEACH, FLORIDA


Irene Kirdahy, Vice Mayor

ATTEST:


Sherry D. Henderson, CMC Town Clerk





1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011

www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Solid Waste / Recycling Contract Amendment
Submitting Dept: Town Manager
Agenda Date: June 5, 2018

1. BACKGROUND/HISTORY

Issue Statement: A new disposal option is needed to modify the Town's Waste Pro solid waste and recycling collection contract due to changing disposal conditions.

The Town has contracted with Waste Pro for the collection and disposal of the Town's solid waste, including bulk trash, and recyclables since November 1, 2014. Initially the contract was for a one-year period but then was renewed as of November 1, 2015 for a five-year period, with the rates fixed for the five years.. Under the terms of this contract, Waste Pro provides these services for approximately \$269,000 annually. Additionally, the Town received a rebate for the recyclable material provided by the Town. In FY 13 this rebate peaked at \$16,291, but has progressively declined since then as the economics of recycling has worsened. Through March of this year, \$745 has been received, and lately the rebate has been zero.

WastePro has requested an increase to their contracted rate due to wage inflation experienced in the industry, however this matter is not under consideration at this time. The current contract with Waste Pro provides a process for "extraordinary costs incurred" and requires the contractor to provide data to the Town to document the increase. As this has not been provided, the requested increase contained in Waste Pro's letter is deferred.

2. CURRENT ACTIVITY

Recently the Town was notified that the Sun Bergeron solid waste disposal site utilized by the Town would not accept solid waste after July 3rd. At approximately the same time, the Town was also notified that LGL Recycling, LLC (formerly known as Sun Recycling, LLC) which operated the site previously accepting recyclable material at no charge and providing a recyclable rebate to the Town would now be charging \$105 per ton to accept recyclable material and would no longer provide a rebate.

After extensive research and negotiations, the Town was able to identify the following options:

Solid Waste Disposal

Option 1:

By participating in the County ILA with Wheelabrator, the Town would be able to utilize the Wheelabrator waste-to-energy facility in western Fort Lauderdale. In view of this site being 25 miles from Town and Waste Pro's assertion that congestion and wait time at this location would increase over current experience, Waste Pro indicated they would want an additional \$26,375 annually to transport the Town's solid waste to this site.

- To add recycling to this option would cost an additional \$22,155 (*total cost \$48,530*).

Option 2:

Staff determined that a Deerfield Beach solid waste disposal contract is available to piggy-back which would make the Progressive Waste Solutions disposal site in Deerfield Beach available. This site has a lower disposal rate (tipping fee) than the site currently being used for Town's solid waste. However, Waste Pro asserted the Deerfield Beach site had more wait time due to entering and exiting issues which would partially offset tipping fee savings. Consequently, Waste Pro indicated the use of this site would result in an annual savings of \$3,497.

- To add recycling to this option would cost an additional \$22,155 (*total cost \$18,658*).

Option 3:

Waste Pro has provided a proposal whereby it would assume full responsibility for all disposal costs for solid waste and recyclables at an annual increase of \$9,503 above the current fee it charges (*total cost \$9,503*).

Household Hazardous Waste (HHW):

Further discussion is needed regarding this issue. Regardless of the above option selected, a HHW event is likely to cost between \$3,000 and \$5,000 for each drop-off event, but it is possible the Town could share an event (and related costs) with a nearby city, reducing the costs by as much as 50%.

3. FINANCIAL IMPACT

To continue the solid waste and recycling programs currently in place within Town, an increase of \$9,503 will occur to the general fund.

4. RECOMMENDATION

Staff requests approval to negotiate and execute a contract with WastePro for disposal of solid waste and recycling services for an additional \$9,503 annualized, based on current garbage and recycling tonnage.

Attachments:

1. Disposal Options
2. Waste Pro letter of May 17, 2018
3. LGL Recycling, LLC letter of April 24, 2018

Town Of Hillsboro Beach
Solid Waste & Recyclables Disposal Options

Disposal Site	Recycle	Cost Impact	Advantages	Disadvantages
Wheelabrator	Yes	\$48,530	Solid Waste converted to energy. Recyclable material continues to be recycled.	Most expensive option.
Wheelabrator	No	\$35,999	Solid Waste and Recyclables all converted to energy	Second most expensive option. No recyclable processing.
Deerfield	Yes	\$18,658	Recyclable material continues to be recycled.	All Solid Waste disposed of in landfill. Cost is greater than two other options. Recycle stream must have <10% contamination.
Waste Pro Proposal	Yes	\$9,503	Least expensive option. Town isolated from further changes in recyclable tipping fees over remaining life of contract. Recyclables continue to be processed for recyclable content, and no contamination threshold.	All Solid Waste disposed of in landfill.



April 24, 2018

Mac Serda
Town Manager
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Via Electronic Mail, mserda@townofhillsborobeach.com

Re: Town of Hillsboro Beach Request for Renewal of Solid Waste Disposal and Recyclables Processing Contract dated June 27, 2013 ("Agreement").

Mr. Serda,

LGL Recycling, LLC (f/k/a Sun Recycling, LLC) has received The Town of Hillsboro Beach's April 20, 2018 request for renewal of the Agreement by and between the Town and Sun-Bergeron Solid Waste Services, JV ("S-B JV"). S-B JV is a Florida joint venture comprised of LGL and Bergeron Environmental and Recycling, LLC ("Bergeron").

On November 18, 2015, LGL delivered to Ronald M. Bergeron, Sr. LGL's consent for any:

"JV customer's execution of an extension of its existing Solid Waste processing and disposal agreement with the JV...on the same terms, conditions and prices contained in said processing and disposal agreement for a term not exceeding the first Renewal Term after the Initial Term"

A copy of that consent and the transmittal letter to Hillsboro Beach is attached hereto.

As the Town is undoubtedly aware, Bergeron's litigation against LGL has deterred many of the S-B JV Customer Cities from seeking renewals of their waste processing and disposal agreements, and, for the handful that have sought renewal, Bergeron has failed to provide its unconditional consent.

Regarding the Recyclables Processing services included in the Agreement, the deleterious change in the recyclable materials markets that began in late 2015 has resulted in worldwide frustration of purpose for single stream recycling ("SSR") service providers. For your reference I have attached two of the most recent news articles on this subject.

The pervasive and crippling effect of the worldwide collapse of recyclable materials markets has already been felt by S-B JV communities in South Florida, as neither Deerfield Beach nor Coral Springs could obtain a single bidder on their recent bids for SSR services, which had limited the processing price that each would pay to \$75/ton.

Suite 200 △ 2401 PGA Boulevard △ Palm Beach Gardens △ Florida △ 33410

Mac Serda
Town of Hillsboro Beach
April 24, 2018
Page 2

Although LGL did not pre-consent to the extension of the SSR contracts on the same terms and conditions, LGL continues to work with the S-B JV municipalities to provide SSR processing services for an additional 5-year renewal term. To that end, LGL has sought SSR terms, conditions and pricing from multiple SSR processors, but has only been able to obtain a quote from our subcontractor, Waste Management Inc. of Florida. That quote is as follows and remains available to any S-B JV Customer seeking SSR renewal until May 26, 2018.

SSR Processing Fee

\$85/ton

\$105/ton

For SSR Delivered To

Reuters Recycling – Pembroke Pines

Sun 11 (which will be loaded, transported &
processed at Reuters Recycling)

N.B. If the Advised Minimum Value (AMV) of the SSR materials sold is less than the Fee(s) quoted above (per site) the Town will be invoiced for the difference. Loads with contamination of greater than 10% are subject to rejection, or a charge for reloading and disposal.

Sincerely,



John Casagrande

c: Lonnie N. Bergeron, Bergeron Environmental and Recycling,
cwooley@bergeroninc.com





May 17, 2018

Mac Serda
Town Manager
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

RE: **Revised** Disposal Rates and Recycling Processing

Dear Mr. Serda:

Over the past year, we have been impacted with extraordinary costs relating to the severe rise in labor cost increases, purchase prices of new equipment and insurance increases.

As we discussed the trucking industry is suffering from a shortage of drivers and is also faced with a shortfall of mechanical technicians. In order to retain our current drivers, helpers and mechanics and replace those who have left the company, we have increased wages by over 25% in the past two year. The shortage of labor has not only hit the waste industry but all industries throughout the Country. With the increase in wages, Waste Pro has increased payroll by approximately \$400,000 per year

We understand that there will be conversations going forward with regards to the disposal and recycling process facility changes that Hillsboro Beach is considering. We were planning on asking the Town for an extraordinary rate increase in June. Now that the Town is considering disposal site options we believe that now also is the time to resolve to address these real economic shortfalls that are placing hardship on our ability to perform as contracted. By bundling the disposal site /cost changes with our projected extraordinary rate increase request we have provide rates for the following options we have been discussing;

1. IS THERE AN ADDITIONAL COST FOR HAULING TO WHEELABRATOR?

Waste Pro will haul Hillsboro Beach MSW to the Wheelabrator Facility location at 4400 South State Road 7, Fort Lauderdale, FL. Because the proximity of this facility is over 25 miles from Hillsboro Beach and long wait times incurred to dump at this facility there will be an increase in the monthly residential unit charge. Waste Pro planned on asking the Town for an extraordinary rate increase of \$0.77 per unit. The increase charge would be:

\$0.92 increase per unit cost for travel to Wheelabrator
\$0.77 increase per unit cost for extraordinary cost (labor issues)
\$1.69 Total per Month per Unit Increase



2. IS THERE A RATE REDUCTION FOR HAULING TO DEERFIELD SINCE TIPPING FEES WILL DECREASE \$4/TON?

Waste Pro will haul Hillsboro Beach MSW to the Progressive Waste Solutions (Waste Connections) location in Deerfield Beach Florida. While Deerfield Beach is closer there will be more waiting times incurred with ingress and egress difficulties. The disposal rate changes from \$44.69/ton to \$42.00 Waste Pro would share in the disposal cost reduction as follows:

Total Generated Annual Tons 1,300 X \$2.69 = \$3,497 Annual Disposal Cost Reduction

Annual Disposal Cost Reduction \$3,497 / 12 month = \$291 Monthly Disposal Cost Reduction

Monthly Disposal Cost Reduction \$291 / 2350 units = \$0.12 per unit Monthly Cost Reduction

Waste Pro planned on asking the Town for an extraordinary rate increase of \$0.77 per unit.

\$0.77 monthly increase per unit

\$0.12 less monthly cost reduction per unit

\$0.65 Monthly Rate Increase Per Unit

3. IS THERE A RATE CHANGE TO BRING RECYCLED GOODS TO LGL?

Waste Pro will haul Hillsboro Beach recyclable materials to the LGL Material Recycling Facility. Should the Town and LGL enter into a recycling processing agreement, Waste Pro will act as the hauler only and be excluded from any disposal cost that LGL might impose. Risks of uncertainty and fluctuations in the recycling market should lie with the Town and LGL. Waste Pro as your hauler would agree to take the recyclable material to LGL with no hauling cost increase for recycling facilities within 5 miles from where we are currently dumping.

4. DOES WASTE PRO HAVE AN OFFER FOR DISPOSAL AND RECYCLING?

Waste Pro will offer Hillsboro Beach a MSW disposal rate of \$52.00 per ton. Included with this \$52.00 per ton disposal rate is a zero (\$0.00) cost for recycling processing with no rebate returns. Waste Pro will assume the risk should recycling facilities begin to charge for processing commodities and cease to pay rebates for recycling tonnages. Waste Pro planned on asking the Town for an extraordinary rate increase of \$0.77 per unit for this option also.

Proposed Waste Pro Disposal Rate \$52.00 compared Current Waste Connection \$44.69= \$7.31

Total Generated Annual Tons 1,300 X \$7.31 = \$9,503.00 Annual Disposal Cost Increase

Annual Disposal Cost Increase \$9,503 / 12 month = \$792 Monthly Disposal Cost Increase

Monthly Disposal Cost Increase \$792 / 2350 units = \$0.33 per unit Monthly Cost Increase

Waste Pro planned on asking the Town for an extraordinary rate increase of \$0.77 per unit.



\$0.77 monthly increase per unit
\$0.33 Plus monthly cost reduction per unit
\$1.10 Monthly Rate Increase Per Unit

Waste Pro realizes that the Town is considering many options for disposal and recycling processing and we want to work with the Town to continue to provide excellent service to your residents. We are open to further discussion on this issue.

Regards,

Tim Bowers

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WHEREAS, the Town Commission of the Town of Hillsboro Beach deems it to be in the best interests of the Town to approve and authorize the proper Town Officials to execute the Agreement for Solid Waste Collection and Disposal between the Town of Hillsboro Beach and Waste Pro of Florida, Inc. and

SECTION 1. The foregoing "WHEREAS" clauses are true and correct and are hereby ratified and confirmed by the Town Commission.

SECTION 3. The appropriate Town officials are authorized and directed execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida
this 6th day of October 2015.

TOWN OF HILLSBORO BEACH, FLORIDA


Richard Maggione, Mayor

ATTEST:

TOWN CLERK

AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

THIS AGREEMENT made and entered into this 9th day of October, 2015 by and between the TOWN OF HILLSBORO BEACH, a municipal corporation of the State of Florida (hereinafter referred to as the "TOWN"), acting by and through its duly authorized TOWN COMMISSION; and WASTE PRO OF FLORIDA, INC., a Florida Corporation (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, the TOWN issued a competitive solicitation for solid waste and recyclable material collection RFP-2015-3 on August 25, 2015; and

WHEREAS, on September 9th, 2014, the Town Commission determined that WASTE PRO OF FLORIDA, INC. submitted the most responsible and responsive bid and authorized the preparation of an agreement for CONTRACTOR to provide Solid Waste Collection services to the TOWN; and

WHEREAS, the CONTRACTOR and the TOWN wish to set forth the terms and conditions of the Agreement for the providing of recyclables and solid waste collection and disposal by the CONTRACTOR.

NOW THEREFORE, for the mutual benefits and other considerations recited herein, the parties hereto agree as follows:

ARTICLE I EXCLUSIVE AGREEMENT AND
TERM

(a) The CONTRACTOR agrees, during the term hereof, to provide the services described in ARTICLE II to the Town of Hillsboro Beach, Florida, and the TOWN grants the right to the CONTRACTOR to perform such services and agrees to pay to the CONTRACTOR the fees provided for as the same are set forth in Exhibit "A" which is attached hereto and made a part hereof.

(b) The term of this Agreement shall be for a five (5) year period and shall commence on November 1, 2015, and terminate on October 31, 2020 unless extended as set forth herein.

(c) This Agreement may be extended upon the mutual consent of both the Town and Contractor provided the Contractor shall provide the Town written notice on or before June 1, 2020 of its intent to seek a five (5) year extension. The written notice by Contractor shall expressly set forth the terms the Contractor seeks relative to the five (5) year extension.

ARTICLE II SERVICE

(a) Scope of Services. For each single family residence and each living unit located in a multi-family complex (to be inclusive of all condominiums, and townhomes), located in the Town, the CONTRACTOR shall collect and dispose of unlimited, normal household garbage twice a week, on Tuesday and Friday of every week. The CONTRACTOR shall also collect and dispose of normal household trash and yard trash once each week. All garbage and trash shall be properly containerized and located. Yard trash, if applicable, must be tied in bundles not exceeding five (5) feet in length and eighteen (18) inches in diameter and weighing no more than fifty (50) pounds and with no one (1) branch exceeding six (6) inches in diameter. Specific collection days are to be identified. The collection days shall be Tuesdays and Fridays pickup or waste, including recycling pickup on Tuesdays.

(b) CONTRACTOR shall provide to the Town Clerk prior to November 1, 2015 a list of all assigned drivers/supervisors that will be working in the Town of Hillsboro Beach, along with their cell phone numbers. CONTRACTOR shall be responsible during the term to insure the list is complete and current. CONTRACTOR shall be responsible to insure accuracy of the list.

(c) Building and demolition debris and contract yard maintenance, contractor's debris, along with heavy metal, furniture, sod, stone, tree roots, tree trunks, and heavy limbs are excluded from CONTRACTOR'S obligations under this Agreement. The CONTRACTOR may arrange for removal of such solid waste via private arrangements with the individual property owners or respective customers.

(d) Garbage and trash pickups in excess of the volume or frequency of service described above shall entitle CONTRACTOR to an additional fee in the amount of (\$10.00) dollars per yard to be paid by the individual customer directly to the CONTRACTOR in an amount agreed upon between them.

CONTRACTOR shall identify the charge for a non-scheduled collection day, in the event an additional pickup is needed. Specifically, the TOWN will incorporate an additional pickup day during the holidays in the event Thanksgiving, Christmas, or New Year's falls on a Tuesday or Friday. The CONTRACTOR shall provide the TOWN with a schedule of container maintenance charges covering the various sizes of containers requested by properties that elect to employ containerized disposal service. Charges for the purchase or maintenance of such containers shall be borne by the respective properties and are not a part of this Agreement.

(e) Equipment. All garbage or trash pickup shall be made by closed packer type trucks, a pickup truck or in the case of single family residences by pickup modified by a compactor top collection vehicle all in accordance with applicable State law. It will be the responsibility of the CONTRACTOR to provide and maintain a vehicle small enough in size to be used to service single family residences. Collection of garbage and trash shall not be made prior to 8:00 a.m., nor later than 6:00 p.m. Monday through Saturday. No collections shall be made on Sunday except in emergencies. Such emergency Sunday service will be handled by direct arrangements with the CONTRACTOR.

(f) The CONTRACTOR shall dispose of the garbage and trash in a manner approved by State law and at a site determined by the Town. The cost of disposal is included in the charge per unit as set forth in Exhibit "A". This disposal component was calculated on the basis of the current disposal cost at the Designated Disposal Facility as directed by the TOWN. That current cost is \$43.42 per ton. The assumption is that total disposal is two hundred and eight thousand, four hundred and fifty (208,450) pounds per month average over a minimum twelve (12) month period. Tonnage will be verified by weight receipts generated by the TOWN scale. The assumption is that the total disposal over a twelve (12) month period is 105 tons.

(g) During the term of this Agreement, the TOWN shall operate and maintain a scale which shall be located within the corporate limits. The CONTRACTOR shall not be responsible for the installation, operation, maintenance or removal of the scale. The CONTRACTOR shall weigh its truck

and its contents before and after each day's pickup of solid waste conducted within the TOWN. The TOWN shall keep a record of the pounds of solid waste collected by the CONTRACTOR on a daily basis and shall furnish such figures to the CONTRACTOR monthly after the end of each month.

ARTICLE III

FEES

(a) The fees payable to the CONTRACTOR by the TOWN, for providing the basic services specified above are set forth in Exhibit "A" attached. Payments shall be due and payable on the tenth (10th) day of each month for the current month based on the current unit count of 2389 units. The TOWN shall notify the CONTRACTOR when a Certificate of Occupancy is issued for any additional units during the term of the Contract, and the TOWN shall begin remitting the unit rate in effect at that time, commencing with the first of the month after the Certificate of Occupancy is issued.

(b) Any additional service above the basic service desired by customer shall be negotiated by such customer and not the TOWN, and said customer shall be responsible for the payment of additional fees for such additional service.

ARTICLE IV EXTRAORDINARY COSTS INCURRED

In the circumstances that an extraordinary and unanticipated event shall affect the costs of operation of the CONTRACTOR in providing the service called for in this Agreement, then the CONTRACTOR may appeal to the TOWN for an adjustment in rates to reflect such increased costs. Examples of such events would include, but not be limited to, changes in governmental regulations, taxes, a fuel price escalation such as occurred during the oil crises, etc. In that case, the CONTRACTOR shall submit appropriate data to document both the event and increased costs and the TOWN shall determine the extent of rate adjustment to be granted.

**ARTICLE V SINGLE STREAM RECYCLE
COLLECTION**

The TOWN and CONTRACTOR shall jointly cooperate to continue an existing recycling program for residential collection as included in the flat rate as set forth on Exhibit "A" at the rate of \$9.20 per unit per month. The CONTRACTOR will supply all containers needed for this purpose for all single family and multi-family homes and club. At the Contractor's best business judgment, the Containers shall consist of bins or wheeled carts. Should the container(s) become damaged, CONTRACTOR will be liable for the replacement of the container(s). Single stream recyclables rebates will be at the standard County rates, paid to the Town by the Town's contracted recyclables disposal provider.

**ARTICLE VI
TERMINATION**

In the event CONTRACTOR defaults in the performance of any of the material covenants or agreements to be kept, done or performed by it, under the terms of this Agreement, TOWN shall notify CONTRACTOR in writing of the nature of such default. Within fifteen (15) days following such notice:

- (a) CONTRACTOR shall correct the default; or
- (b) In the event of a default not capable of being corrected within fifteen (15) days, CONTRACTOR shall, commence correcting the default within fifteen (15) days of TOWN'S notification thereof, and thereafter correct the default with due diligence.

Should CONTRACTOR fail to correct the default as provided above, TOWN, without further notice, shall have the following rights and remedies which TOWN may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted CONTRACTOR hereunder are terminated effective upon such date as TOWN shall designate; and
2. The right to contract with others to perform the services otherwise to be performed by CONTRACTOR or to perform such services itself.

ARTICLE VII
MISCELLANEOUS

(a) Insurance. Prior to November 1, 2015, the CONTRACTOR shall furnish TOWN with an insurance policy in a company approved by the TOWN showing the CONTRACTOR to have:

1. Public Liability Insurance coverage in what is commonly termed \$1,000,000 to \$2,000,000 limits and with the TOWN as a named insured.
2. Property Damage Insurance coverage in an amount not less than \$1,000,000.00.
3. Certificate of Insurance under Workmen's Compensation Act.

(b) Performance Bond. The CONTRACTOR shall furnish the TOWN with a Performance Bond executed by CONTRACTOR and a surety company approved by the TOWN in a penalty sum of \$100,000.00 to be forfeited at any time during the life of the Contract for failure to perform.

(c) Storm. In the event of a hurricane, tornado, major storm, natural disaster, or other such event, the Contract Administrator shall grant the CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, the CONTRACTOR shall advise the Contract Administrator when it is anticipated that normal routes and schedules can be resumed. The Contract Administrator shall make an effort through the local news media to inform the public when regular services may be resumed. The Contractor shall not be responsible for nor have an obligation to collect, transport or dispose of debris or other waste material from a hurricane, severe storm or other natural or man-made disaster unless the City enters into a written agreement with Contractor specifying the terms and compensation for such services.

(d) Force Majeure. If either party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruption, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats

of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the services hereunder.

(e) Indemnity. CONTRACTOR hereby agrees to protect, defend, indemnify and hold harmless TOWN and its directors, officers, employees and agents from and against any and all claims against any of TOWN and its directors, officers, employees and agents by a third party for loss or damage of any nature or kind arising from negligence, willful misconduct or breach of laws or any provision of this Agreement of any of CONTRACTOR or its agents, servants or independent contractors, except and to the extent that such loss or damage was caused by the negligence, willful misconduct or breach of laws or any provision of this Agreement by any of the TOWN and its directors, officers, employees and agents.

(f) Sovereign Immunity. The parties agree that the Town is a political subdivision of the State of Florida and therefore is entitled to sovereign immunity. Nothing in this Agreement shall be construed to require the Town to indemnify Contractor, or insure Contractor for its negligence or to assume any liability for Contractor. Further, any provision in this Agreement that requires the Town to indemnify, hold harmless or defend Contractor from liability for any other reason shall not alter the Town's waiver of sovereign immunity or extend the Town's liability beyond the limits established in Section 768.28 of the Florida Statutes, as amended.\

(g) Entire Understanding. This Agreement constitutes the entire understanding between the parties hereto and neither party is relying upon any warranties, representations or promises not set forth herein and, except as specifically provided herein, no modification of any of the terms hereof shall be valid unless in writing and signed by the parties hereto.

(h) Binding. This Agreement shall be binding upon and inure to the benefit of the parties, respective successors and assigns.

(i) Right to negotiate. At any time during this Agreement, both parties reserve the right to negotiate an extension of this agreement by mutual consent.

(j) Governing Law. This Agreement shall be governed and enforced pursuant to the laws of the State of Florida. Any litigation shall be commenced in Broward County, Florida.

(k) Assignment. This Agreement nor any of the rights, interests or obligations hereunder shall be assigned by the Contractor without the prior written consent of the Town.

IN WITNESS WHEREOF, the parties have caused this presence to be executed and attested to by their duly authorized officers or representatives and their official seals to be affixed thereto the day and year first above written.

ATTEST:


Town Clerk

Date: 10/9/2015

WITNESSES:




Date: 10/10/2015

TOWN OF HILLSBORO BEACH:

By: 
Mayor

WASTE PRO OF FLORIDA, INC.



EXHIBIT A

TOWN OF HILLSBORO BEACH SERVICES AND RATE SCHEDULE

The Recycling and Bulk Collection Services may be included or excluded at the option of the Town.

RESIDENTIAL/MULTI-FAMILY SOLID WASTE COLLECTION:

Rate Components

Collection:	\$9.20 per month per residential unit
Total Number of current Units	2389
Rate per Month:	\$21,879.00

2.0. SPECIFICATIONS / SCOPE OF WORK

2.1 Background Information

The Town is soliciting Proposals from private entities to provide Solid Waste and Recyclable Material Collection Services to the Town of Hillsboro Beach. Specifically, the proposal should address the following services:

1. Solid waste collection on two (2) separate days, specifically Tuesday and Friday, in any one (1) week period;
2. Solid waste collection at single family residences with side door, underground cans at side of house, or roadside.
3. Solid waste collection from all dumpsters maintained at condominiums on two (2) days of the week;
4. Collection of all yard waste;
5. Providing for the timely removal of all solid waste, debris, and yard waste, including trees, scrubs, bushes, and other debris generated as a result of a tropical event. Vendor must have a minimum combination of eight "claw trucks" and other large vehicles deployed to the Town within twenty-four (24) hours of clearance following a tropical event provided that the Town is accessible. Vendor is to remain on duty until State Road A1A is cleared within the Town as determined by the Mayor.
6. In the event that a resident has additional debris, exclusive of yard waste and items normally considered as "bulk pickup", but inclusive of such items as additional plastic bags containing trash, boxes, etc. In this event, the items will be removed on normal pickup days.
7. Bulk Pickup will occur once monthly on a preannounced regular day.
8. Insurance requirements: \$5,000,000.00 Liability/ \$1,000,000.00 Property Damage.
9. The initial term of the Solid Waste Collection contract shall be five (5) years with an option to the Town for an additional five (5) year term to be negotiated between the Town and the Provider.
10. Bidders should submit detailed qualifications or past and current experience performing the above services for the Town or for other government entities, including levels of services provided to those entities.
11. Providing for a Holiday Pick Up Schedule.
- X 12. Commit to a fixed rate throughout the initial five (5) year term with no CPI increase. The Town shall have a One Hundred Eighty (180) day right to terminate.
13. Commit to acquire, if necessary, and operate a pickup truck for collection within the Town for the five (5) year term and option period, if exercised.
14. Commit to refurbish or replace with new all metal mechanical containers in service.
15. Any and all bids should be for solid waste collection only and not address or incorporate into the proposal the termination of the existing agreement relative to disposal.
16. Provide for collection of Christmas Trees commencing with the first pick-up date in January and continuing through the last pick-up date in January.
17. Bidder shall provide information relative to size and type of trucks and automation proposed.
18. Bidder shall indicate if it intends to use subcontractors for any service provided to the Town and to list such subcontractors.
19. Bidder shall identify any and all legal and/or administrative actions it has been a party to involving a Florida municipality within the past five (5) years.
20. All Proposals submitted shall have the following forms:
 - a. Drug Free Work Place Certification; see Exhibit "A"
 - b. Non Collusive Affidavit; see Exhibit "B"
 - c. References and Experience (should have a minimum of two (2) municipal references)



Fees for Services

Southern Waste Systems is a family owned and closely held business. Our primary obligation is to our customers and the best interests of the Town – not shareholders. Prices are a combination of covering costs and adding on a reasonable profit. Through the collective decades of experience of our management team, including our Chief Financial Officer, we maintain strict controls on all direct and indirect costs. As a result, we are able to keep our costs below industry standards resulting in a competitive prices of our customers.

The following are our proposed prices for the Town of Hillsboro Beach. Pricing is all inclusive for all Solid Waste and Recyclable Material Collection and Solid Waste Disposal. It also includes all services listed in RFP 2015-03, paragraph 1.2, A-F. Our equipment will consist of one rear loader truck with two men and a small satellite pick-up with dumpster to service single family homes on A1A.

Proposed Monthly Charges (Solid Waste): \$7.95

Proposed Monthly Charges (Recycling): \$2.50

Proposed Monthly Container Rental:

Two (2) Yard:	\$18.00
Three (3) Yard:	\$21.00
Four (4) Yard:	\$23.00
Six (6) Yard:	\$26.00
Eight (8) Yard:	\$30

1.0. INTRODUCTION TO REQUEST FOR PROPOSALS

1.1. Invitation

Thank you for your interest in this Request for Proposal ("RFP") process. The Town of Hillsboro Beach, Florida ("Town"), through its Interim Town Clerk, invites responses ("Proposals") which offer to provide the services described in greater detail in Section 2.0: Specifications.

1.2. Terms

The respondent selected to provide the services requested herein ("Successful Proposer") shall be required to extend to the Town the following services:

- A. To provide the Town with a service that provides for the collection of all Solid Waste generated in the Town. The required service is to be provided by modern collection equipment and allow for the collection at a minimum of four (4) thirty-two (32) gallon cans per pick up at the side door, two (2) times per week or in the alternative, to provide for one of two sizes of trash receptacles on wheels which will be left adjacent to the road on collection days.
- B. To provide the Town with a service of collecting all yard waste generated in the residential section of the Town. The successful bidder shall be able to collect a maximum of ten (10) plastic bags, bundles, or boxes of yard trash on either of the two (2) pick-up days.
- C. The successful bidder to collect all recyclable materials once a week.
- D. To provide within twenty-four (24) hours subsequent to a tropical event trucks and crews to remove all debris, trees, solid waste, and plant material generated by the Tropical Event.
- E. Provide a Bulk Pick-up once a month.
- F. Provide service two (2) times per week to dumpster located at condominiums.

1.3. Business Objective

 The Town, a municipal corporation of the State of Florida, is seeking the services of qualified and experienced Solid Waste Collection company ("Proposers"), for the purpose of entering into an exclusive Agreement to provide Solid Waste Collection Services to the Town for a term having a minimum of five (5) years with the Town having an option for an additional five (5) year term to be negotiated between the parties.

1.4. Pre-Proposal Conference

Not required.

1.5 Request for Additional Information / Clarification

Each proposer shall examine all requests for proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to Request for Proposal shall be made in writing to the Ms. Sandra Demarco, Interim Town Clerk, 1210 Hillsboro Mile Hillsboro Beach, FL 33062, no later than August 10, 2015. The facsimile number is (954) 427-4834 or email sdemarco@townofhillsborobeach.com. The response must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, and facsimile number.

The Town may issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

Town of Hillsboro Beach Bid #2015-3

Bid Opening: August 25, 2015 at 12:30 P.M.
 Opened By: Robert Kellogg, Interim Town
 Manager

Name of Bidders	Monthly Solid Waste Per Unit Cost	Monthly Recycling Collection Per Unit Cost	Monthly Disposal Fee per Unit	Monthly Container Fee per Container
Southern Waste Systems	\$7.95	\$2.50		2 yard - \$18 3 yard - \$21 4 yard - \$23 6 yard - \$26 8 yard - \$30
Waste Management	\$9.10	\$0.97	Current Sun Bergeron Contracted Rates	2 yard - \$18 3 yard - \$22 4 yard - \$26 6 yard - \$29 8 yard - \$33
Waste Pro of Florida, Inc.	\$7.25		\$1.95	



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Akerman: Invoice #9572732 Services rendered thru 05-31-2020 \$34,289.72

2. CG&A: Invoice #77381 Services thru 05-31-2020 \$16,224.57

3. CG&A: Invoice #78077 Services thru 06-30-2020 \$22,599.72

4. Goren, Cherof, Doody & Ezrol, P.A.: Invoice #31646 Services Rendered from 05-27-2020 thru 05-26-2020 \$3,105.00 (General Matters)

5. Goren, Cherof, Doody & Ezrol, P.A.: Invoice #31647 Services Rendered from 05-27-2020 thru 06-22-2020 \$2,578.65 (Deerfield Beach)

6. Goren, Cherof, Doody & Ezrol, P.A.: Invoice #31648 Services Rendered from 05-28-2020 thru 06-01-2020 \$152.50 (Purchase form Winter Sun Investments LLC 1205 & 1206 Hillsboro Mile)

7. Goren, Cherof, Doody & Ezrol, P.A.: Invoice #31649 Services Rendered from 05-26-2020 thru 06-29-2020 \$19,260.00 (adv. State of Florida (Bond Validation 2020))

8. Goren, Cherof, Doody & Ezrol, P.A.: Invoice #31650 Services Rendered from 06-03-2020 thru 06-08-2020 \$90.00 (adv. David Pratt (Seagrape Revocable Trust) Appeal)

9. Limousines of South Florida (LSF): Invoice #20-0534-26 \$6,083.87

10. Media Solutions, Inc. Invoice #11734 \$5,250.00

11. Oertel, Fernandez, Bryant & Atkinson P.A: Invoice #19547 Services rendered thru 05-30-2020 \$15,300.00

12. RMA: Invoice #4508 \$7,375.00

13. Shutts & Bowen LLP: Invoice # 1454956 Services rendered thru 05-31-2020 \$17,300.00

14. Sweetapple, Broeker & Varkas: Invoice #10928 \$9,750.00

Submitting Dept: Town Clerk, Daniela Joseph, Administrative Assistant

Agenda Date: July 7, 2020

1. BACKGROUND/HISTORY



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. CG&A Invoice #77381 Services thru 05-31-2020 \$16,224.57
 2. LSF Shuttle Invoice #20-0531-26 \$6,083.87
 3. OERTEL Invoice #19547 Services rendered thru 05-30-2020 \$15,300.00
 4. Shutts & Bowen LLP Invoice # 1454956 Services Rendered thru May 31, 2020 \$17,300.00
 5. Sweetapple, Broeker & Varkas Invoice 10928 \$9,750.00
 6. Akerman Invoice #9572732 Services rendered thru 05-31-2020 \$34,289.72
 7. Media Solutions, Inc Invoice # 11734 \$5,250.00
 8. Goren, Cherof, Doody & Ezrol, P.A. Invoice #31646 Services Rendered from 05-27-2020 thru 06-26-2020 \$3,196.14 (General Matters)
 9. Goren, Cherof, Doody & Ezrol, P.A. Invoice #31647 Services Rendered from 05-27-2020 thru 06-22-2020 \$2,578.65 (Deerfield Beach)
 10. Goren, Cherof, Doody & Ezrol, P.A. Invoice #31648 Services Rendered from 05-28-2020 thru 06-01-2020 \$152.50 (Purchase from Winter Sun Investmens LL
 11. Goren, Cherof, Doody & Ezrol, P.A. Invoice #31649 Services Rendered from 05-26-2020 thru 06-29-2020 \$19,260.00 (adv. State of Florida (Bond Validat
 12. Goren, Cherof, Doody & Ezrol, P.A. Invoice #31650 Services Rendered from 06-03-2020 thru 06-08-2020 \$90.00 (adv. David Pratt (Seagrape Revocable Tr
 13. RMA Invoice #4508 \$7,375.00
 14. CG&A Invoice # 78077 Services thru 06-30-2020 \$22,599.72



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 • Fax: 954.921.8807

TOWN OF HILLSBORO BEACH
1210 HILLSBORO MILE
HILLSBORO BEACH, FL 33062

Invoice number 77381
Date 05/31/2020

Project **179902 HILLSBORO BEACH BUILDING
CODE**

Billing period through May 31, 2020

CGA PM: Shellie Ransom-Jackson

emailto: Mac Serda (mserda@townofhillsborobeach.com)

cc: Stephen.Bloom@inframark.com
terri.lusk@inframark.com
ranathan@townofhillsborobeach.com
Sherry D. Henderson (shenderson@townofhillsborobeach.com)
Billing 85% of Permit Fees Collected

Description	Contract Amount	Prior Billed	Current Billed
65-100 BUILDING CODE SERVICES	0.00	635,964.19	16,224.57
Total	0.00	635,964.19	16,224.57

Invoice total **16,224.57**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
76696	04/30/2020	6,959.43		6,959.43			
77381	05/31/2020	16,224.57	16,224.57				
Total		23,184.00	16,224.57	6,959.43	0.00	0.00	0.00



The Town of Hillsboro Beach All Fees Collected

Start Date: 5/1/2020

End Date: 5/31/2020

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	\$18,970.08	\$2,845.51	\$400.00	\$450.00	\$100.00	\$16,124.57	\$408.60	\$225.88	\$158.88
YTD	\$215,821.94	\$32,373.29	\$1400.00	\$450.00	\$250.00	\$183,448.65	\$3,517.77	\$2,084.73	\$1,571.35



Invoice Date: 5/31/2020

Date Invoice Submitted: 6/2/2020

Invoice #: 20-0531-26

Account: 32-TOWNH

TO: TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

inframark@avidbill.com

INVOICE

Transportation Services Provided
For the month of
May-20

SHUTTLE BUS

3 days a week 9:00am to 5:50pm (8.83/day)

114.79 Service Hrs. @ \$53.00/Hr.	\$	6,083.87
Mon - Wed - Fri	13 Svc Days @ 8.83 Svc Hrs/Day = 114.79 Svc Hrs.	
	(see details)	

Total Amount due this Invoice	\$	6,083.87
-------------------------------	----	----------

For Billing Inquiries Please Call Thomas Rankine (954) 463-0845

Remittance Instructions:

Limousines of South Florida, Inc.
3300 SW 11th Ave.
Fort Lauderdale, FL 33315

Thank you for the Opportunity to Service your Transportation Needs

Town of Hillsboro Ridership Summary

May 2020

Daily Passengers:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				64	
68		68		68	
64		65		47	
63		60		59	
	64	66		71	

Total Monthly Passengers:

0
827

Daily Revenue Miles:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				110.0	
110.0		110.0		111.0	
111.0		110.0		112.0	
111.0		110.0		110.0	
	112.0	110.0		109.0	

Total Monthly Revenue Miles:

0.0
1436.0

Total Scheduled Revenue Miles

1414.9

Total Vehicle Hours

125.7

Total Revenue Hours

114.8

Service Days

13

Missed Service in Minutes

0

Passengers per revenue hour

7.2

Total Monthly Vehicle Miles: **

1,741.5

	<u>AM - 1st day this month</u>	<u>PM - Last day this month</u>
Veh 1460	99,261	101,182
Alt Veh # 1002		

Oertel, Fernandez, Bryant & Atkinson P.A.

Post Office Box 1110
Tallahassee, Florida 32302-1110

FID# 59-2009476

Telephone (850) 521-0700 Facsimile (850) 521-0720

May 31, 2020

Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062

Invoice # 19547
Client # 3940-001

FOR PROFESSIONAL SERVICES RENDERED

Re: Assistance on beach nourishment issues

PROFESSIONAL SERVICES

DATE	LAWYER	DESCRIPTION	HOURS	AMOUNT
May-04-20	TJP	Research and email comments re: DEP Beach Funding Rulemaking. Call re: same. Follow up email. Review draft plans re: settlement.	3.00	\$900.00
May-05-20	TJP	Prep for mediation session.	4.00	\$1,200.00
May-06-20	TJP	Attend mediation. Edit Beach Funding Comments.	10.20	\$3,060.00
May-07-20	TJP	Emails re: shade session. Email with Tim Blankenship re: mediation.	0.50	\$150.00
May-08-20	TJP	Mediation follow up work	2.50	\$750.00
May-11-20	TJP	Mediation follow up work.	1.00	\$300.00
May-12-20	TJP	Prep for Shade Session. Calls and emails re: same.	2.50	\$750.00
May-13-20	TJP	Prep for and attend Shade Session. Calls and emails re: same.	4.00	\$1,200.00
May-14-20	TJP	Calls re: draft Settlement Agreement.	1.50	\$450.00
May-15-20	TJP	Calls re: draft Settlement Agreement. Emails re: same.	3.50	\$1,050.00
May-16-20	TJP	Edits to draft Settlement Agreement and Exhibit Mockups.	2.00	\$600.00

May-18-20	TJP	Call re: edits to draft Settlement Agreement, and edits to Agreement.	2.50	\$750.00
May-20-20	TJP	Call re: mediation discussions. Edits to draft Settlement Agreement. Email re: HB325.	4.50	\$1,350.00
May-21-20	TJP	Edits to draft Settlement Agreement.	2.00	\$600.00
May-22-20	TJP	Call with Town. Edits to draft Settlement Agreement. Monitor Boca Permit.	1.80	\$540.00
May-26-20	TJP	Review emails re: case. Prep for and attend attorney call. Revise draft Settlement Agreement. Review documents from Tim Blankenship and email re: same.	4.00	\$1,200.00
May-29-20	TJP	Prep for and attend call re DEP and Trustees. Emails re: Settlement.	1.50	\$450.00
		Total Hours	51.00	
		Total Fees		\$15,300.00

SUMMARY OF PROFESSIONAL SERVICES

Lawyer	Hours	Amount
Timothy J. Perry	51.00	\$15,300.00

Current Charges

\$15,300.00

Interest Due \$0.00

Previous Payments \$12,576.45

Credit Memos \$0.00

Previous Balance \$0.00

Total Balance Due

\$15,300.00

SHUTTS & BOWEN LLP

ATTORNEYS AND COUNSELORS AT LAW

200 SOUTH BISCAYNE BOULEVARD, SUITE 4100

MIAMI, FLORIDA 33131

FORT LAUDERDALE (954) 524-5505 • JACKSONVILLE (904) 899 - 9950 • MIAMI (305) 358-6300 • ORLANDO (407) 423-3200

SARASOTA (941) 552-3500 • TALLAHASSEE (850) 521-0600 • TAMPA (813) 229-8900 • WEST PALM BEACH (561) 835-8500

E-mail: billing@shutts.com

RECEIVED

JUN 15 2020

Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
Donald J Doody, City Attorney

June 8, 2020
Atty No.: 0331
Invoice: 1454956

Client: 51416-0001

Re: *City of Deerfield Beach Litigation*

For professional services rendered thru: *May 31, 2020*

Total Service	11,150.00
Total Expense	0.00
Credits Applied	(0.00)
Current Balance Due	11,150.00
<i>Prior Balance Due</i>	6,150.00
Total Balance Due	\$17,300.00

The wiring instructions for the Shutts & Bowen SunTrust Bank Operating Account are:

Bank:	SunTrust Bank N.A.
Bank Location:	25 Park Place Atlanta, GA 30308
ABA No.:	061-000-104
Swift Code:	SNTRUS3A
Beneficiary Name:	Shutts & Bowen Operating Account
Beneficiary Account No.:	0189001217220
Reference Number:	51416-0001-1454956

Terms: DUE UPON RECEIPT.

A 1% per month late payment charge will apply on any unpaid balance over 30 days from date of invoice.

Federal I.D. No. 59-0447122

TO ENSURE PROPER CREDIT, PLEASE RETURN ONE COPY OF THE COVER SHEET WHEN MAKING PAYMENT.
THANK YOU.

SHUTTS & BOWEN LLP

ATTORNEYS AND COUNSELORS AT LAW

200 SOUTH BISCAYNE BOULEVARD, SUITE 4100
MIAMI, FLORIDA 33131

FORT LAUDERDALE (954) 524-5505 • JACKSONVILLE (904) 899 - 9950 • MIAMI (305) 358-6300 • ORLANDO (407) 423-3200
SARASOTA (941) 552-3500 • TALLAHASSEE (850) 521-0600 • TAMPA (813) 229-8900 • WEST PALM BEACH (561) 835-8500
E-mail: billing@shutts.com

Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
Donald J Doody, City Attorney

June 8, 2020
Atty No.: 0331
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THANK YOU.

SHUTTS & BOWEN LLP

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200 SOUTH BISCAYNE BOULEVARD, SUITE 4100

MIAMI, FLORIDA 33131

FORT LAUDERDALE (954) 524-5505 • JACKSONVILLE (904) 899 - 9950 • MIAMI (305) 358-6300 • ORLANDO (407) 423-3200

SARASOTA (941) 552-3500 • TALLAHASSEE (850) 521-0600 • TAMPA (813) 229-8900 • WEST PALM BEACH (561) 835-8500

E-mail: billing@shutts.com

Atty No.: 0331

Invoice: 1454956

— SERVICES RENDERED —

Date	Description	Attorney	Hours
05/04/20	Prepare for mediation and assist with obtaining Deerfield Beach Beach Management Plan	JMG	0.30
05/05/20	Assist with Deerfield public records	JMG	0.50
05/06/20	Attend mediation and review follow up e-mails	JMG	10.20
05/07/20	Prepare for shade meeting, including call with Mr. Doody regarding same	JMG	0.60
05/09/20	Prepare for shade meeting	JMG	0.10
05/12/20	Review e-mails regarding beach conditions; prepare for Sunshine shade meeting; conference with counsel as to same	JMG	1.50
05/13/20	Attend Commission and Shade meeting	JMG	2.50
05/14/20	Prepare for and attend conference with mediator	JMG	1.20
05/15/20	Review settlement agreement changes	JMG	0.30
05/15/20	Prepare for and attend call regarding revisions to settlement agreement	JMG	0.20
05/18/20	Prepare beach profile portion of settlement agreement; participate in conference regarding initial conditions to seek Deerfield's approval	JMG	3.40
05/19/20	Assist with settlement discussions; follow up with mediator and review documents regarding same; telephone call with Ms. Laquidara regarding same	JMG	0.50
05/20/20	Communication with Mr. Cole regarding settlement	JMG	0.30
05/25/20	Review status as to settlement	JMG	0.10
05/26/20	Prepare for and attend call with counsel to review and revise settlement	JMG	0.60
Total Fees for Professional Services:			\$11,150.00

SHUTTS & BOWEN LLP

ATTORNEYS AND COUNSELORS AT LAW

200 SOUTH BISCAYNE BOULEVARD, SUITE 4100

MIAMI, FLORIDA 33131

FORT LAUDERDALE (954) 524-5505 • JACKSONVILLE (904) 899 - 9950 • MIAMI (305) 358-6300 • ORLANDO (407) 423-3200
SARASOTA (941) 552-3500 • TALLAHASSEE (850) 521-0600 • TAMPA (813) 229-8900 • WEST PALM BEACH (561) 835-8500

E-mail: billing@shutts.com

— FEES SUMMARY —

Attorney	Title	Hours	Rate	Total
Goldstein, Joseph M.	Partner	22.30	500.00	11,150.00
Total		22.30		\$11,150.00

INVOICE #10928
\$4,725.00

Sweetapple, Broeker & Varkas

4800 North Federal Highway Suite 306D
Boca Raton, Fl 33431
Phone: 561-392-1230 | Fax: 561-394-6102

Account Statement

Prepared for Mayor Tarrant

Re: Hillsboro Beach v Deerfield Beach Re: Litigation #1927

Previous Balance	\$5,025.00
Current Charges	\$4,725.00
New Balance	\$9,750.00
Adjustments	\$0.00
Payments	(\$5,850.00)
Now Due	\$9,750.00

Sweetapple, Broeker & Varkas

4800 North Federal Highway Suite 306D
Boca Raton, Fl 33431
Phone: 561-392-1230 | Fax: 561-394-6102

INVOICE

Misc Tarrant

Invoice Date: June 01, 2020
Invoice Number: 10928
Invoice Amount: \$4,725.00

Matter: Hillsboro Beach v Deerfield Beach Re: Litigation #1927

Attorney's Fees

5/14/2020	Review and respond re Cole.	R.S.	.10	\$50.00
5/15/2020	Review settlement and revise. Conference Mayor and Cindy.	R.S.	1.50	\$750.00
5/15/2020	Conference re settlement	R.S.	2.00	\$1,000.00
5/17/2020	Review and respond re settlement.	R.S.	.20	\$100.00
5/18/2020	Review amendment and exhibits to proposed settlement agreement. Review and respond multiple.	R.S.	.40	\$200.00
5/18/2020	Review Cindy email and respond re proposed revisions.	R.S.	.20	\$100.00
5/18/2020	Client zoom conference re settlement.	R.S.	1.50	\$750.00
5/19/2020	Review edited term sheet and respond.	R.S.	.10	\$50.00
5/19/2020	Review multiple re mediation. Conference Mayor.	R.S.	.40	\$200.00
5/20/2020	Review and conferences Cindy re Deerfield counter.	R.S.	.25	\$125.00
5/22/2020	Initial Review Prep and attend phone conference RE settlement Redraft.	R.S.	1.10	\$550.00
5/22/2020	Review final proposed agreement. Conference Cindy. Conference Mayor. Prep memo.	R.S.	.60	\$300.00
5/26/2020	Review revisions and emails. Conference with counsel RE final draft and strategy for implementation.	R.S.	1.10	\$550.00
SUBTOTAL:			9.45	\$4,725.00

Costs

SUBTOTAL: \$0.00

Matter Ledgers

5/14/2020	Balance before last invoice	\$5,850.00
5/14/2020	Invoice 10921	\$5,025.00
5/21/2020	Hillsboro Ck #106354 for past due Inv #10911 (1927)	(\$5,850.00)
6/1/2020	Invoice 10928	\$4,725.00
SUBTOTAL:		\$9,750.00

TOTAL \$4,725.00

PREVIOUS BALANCE DUE \$5,025.00

CURRENT BALANCE DUE AND OWING \$9,750.00



Akerman LLP
Post Office Box 4906
Orlando, FL 32802
Tel: 407.254.2305
Fax: 407.254.3408

Remittance Copy

Invoice Date

June 05, 2020

Invoice No.

9572732

TOWN OF HILLSBORO BEACH, FLORIDA
C/O D.J. DOODY, ESQUIRE
GOREN, CHEROF, DOODY & EZRO, P.A.
3099 E. COMMERCIAL BLVD.
FORT LAUDERDALE, FL 33308

Client Name: **TOWN OF HILLSBORO BEACH, FLORIDA**
Matter Name: **CITY OF DEERFIELD BEACH, FLORIDA**
Matter Number: **0312732**

For professional services rendered through May 31, 2020 as summarized below:

Services	\$30,500.00
----------	-------------

Disbursements	\$3,789.72
---------------	------------

TOTAL THIS INVOICE	\$34,289.72
---------------------------	--------------------

PREVIOUS BALANCE	122,430.07
(Includes payments received through 06/05/20)	

TOTAL AMOUNT DUE	\$156,719.79
-------------------------	---------------------

To ensure proper credit to the above account, please indicate invoice no. 9572732

Return remittance sheet with payment in US funds.

Wired funds accepted:

Akerman LLP Operating Account

c/o SunTrust Bank, Atlanta, GA

ABA Number: 061000104

Account Number: 0215-252207533

Swift code SNTRUS3A (For International Wires Only)

IRS EIN 59-3117860



Akerman LLP
Post Office Box 4906
Orlando, FL 32802
Tel: 407.254.2305
Fax: 407.254.3408

Invoice Date June 05, 2020
Invoice No. 9572732

TOWN OF HILLSBORO BEACH, FLORIDA
C/O D.J. DOODY, ESQUIRE
GOREN, CHEROF, DOODY & EZRO, P.A.
3099 E. COMMERCIAL BLVD.
FORT LAUDERDALE, FL 33308

Client Name: TOWN OF HILLSBORO BEACH, FLORIDA
Matter Name: CITY OF DEERFIELD BEACH, FLORIDA
Matter Number: 0312732

For professional services rendered through May 31, 2020 as summarized below:

Services	\$30,500.00
Disbursements	<u>\$3,789.72</u>
TOTAL THIS INVOICE	\$34,289.72

PREVIOUS BALANCE	122,430.07
(Includes payments received through 06/05/20)	
TOTAL AMOUNT DUE	<u>\$156,719.79</u>

To ensure proper credit to the above account, please indicate invoice no. 9572732

Return remittance sheet with payment in US funds.

Wired funds accepted:

Akerman LLP Operating Account

c/o SunTrust Bank, Atlanta, GA

ABA Number: 061000104

Account Number: 0215-252207533

Swift code SNTRUS3A (For International Wires Only)

IRS EIN 59-3117860

074723 TOWN OF HILLSBORO BEACH, FLORIDA
 0312732 CITY OF DEERFIELD BEACH, FLORIDA

As of
 Invoice Number

May 31, 2020
 9572732

<u>Date</u>	<u>Services</u>	<u>Initials</u>	<u>Hours</u>	<u>Value</u>
1-May-20	Telephone call with team re: preparation for mediation; continued efforts on draft agreement and on revetment and Boca Issues for preparation to discuss with mediator over the weekend, and to ensure we are all on the same page; review notes from shade.	CAL	3.50	1,750.00
2-May-20	Telephone with mediator regarding specific concerns to be addressed in the mediation. (.4) Emails re: process (no charge)	CAL	0.40	200.00
4-May-20	Telephone with J. Freud re: preparation for mediation and factual questions (.3). Emails with team and telephone re: manner of using the comprehensive Plan for Deerfield's beach in the mediation.	CAL	1.50	750.00
5-May-20	Review public records request from Deerfield to Hillsboro Beach and advise on the same. (.2) Mediation preparation meeting via web ex; review materials to discuss mediator and work on agreement. Telephone with T. Perry re: same and re: revetment. Overall preparation with key points outline and communications with team.	CAL	3.40	1,700.00
5-May-20	Review of incoming pleadings and correspondence	J H	0.40	100.00
6-May-20	Participate in mediation and follow up on next steps following adjournment.	CAL	10.00	5,000.00
7-May-20	Begin redrafting settlement agreement to discuss in sections with mediator. Emails with T. Perry re: same.	CAL	1.20	600.00
8-May-20	Redrafting sections of agreement with T. Perry via WebEx and discussion regarding strategy re: same; (1.); Continued redrafting (.5); WebEx with T. Blankenship re: components of Exhibit A and related issues in the settlement draft. (.7) Redrafting agreement and preparing issues for discussion with Mayor, DJ, RSweetapple, M. Serda and J. Goldstein. (2.3)	CAL	4.50	2,250.00
12-May-20	Draft additional edits to agreement; emails with legal team and conference call with legal team; discussion with M. Serda (no charge) re: public records pull and process for us to obtain documents being produced to opposing counsel; preparation of outline and review for Shade meeting; communications regarding outline with legal team and with T. Blankenship (via T. Perry).	CAL	3.20	1,600.00
13-May-20	Prepare for and attend Hillsboro/Deerfield - Shade Meeting and follow up with team on action items.	CAL	4.30	2,150.00
13-May-20	Preparation of comparison of multiple drafts of settlement agreement	J H	0.20	50.00

074723 TOWN OF HILLSBORO BEACH, FLORIDA
 0312732 CITY OF DEERFIELD BEACH, FLORIDA

As of
 Invoice Number

May 31, 2020
 9572732

<u>Date</u>	<u>Services</u>	<u>Initials</u>	<u>Hours</u>	<u>Value</u>
14-May-20	Attend Zoom conferences with our team and mediator and thereafter with J. Cole, including conversations, emails, with our team to prepare and negotiations with J. Cole. Revisions to draft agreement on limited terms after discussions with team, and input from team, and comments on same.	CAL	5.50	2,750.00
14-May-20	Preparation of comparison of drafts settlement agreements	J H	0.30	75.00
15-May-20	Review communications; telephone with R. Sweetapple; Web Ex with Mayor, M. Serda, and legal team; follow up with legal team re: exhibits, redrafting issues, appropriation and caps.	CAL	3.20	1,600.00
17-May-20	Review emails (reduced to .1) and sent email to legal team re: inlet plan issues.	CAL	0.20	100.00
18-May-20	Review redrafts and exhibits, communications with T. Blankenship; T. Perry re: preparation and goals; revetment issues; prepare for Web Ex on revised paragraph and on exhibits; participate in same.	CAL	3.20	1,600.00
19-May-20	Communications regarding process to J. Freud; telephone with J. Goldstein; emails with J. Cole. Review final agreement sent to mediator and additional emails on discussions. Review revised exhibit for inclusion as Exhibit A.	CAL	1.60	800.00
19-May-20	Review of agreed order regarding City of Deerfield Beach's Motion to Compel Deposition of Corporate Representative including calculation of court ordered deadlines and revision of attorney calendars to reflect same	J H	0.30	75.00
20-May-20	Review final agreement for mediator and J. Cole; communications with team; prepare for and attend Zoom conference with opposing counsel and J. Goldstein including beach profile language and scope; attend Zoom conference with J. Goldstein and T. Perry; (2.7) Notes for revised settlement discussion and redraft. Communications and begin redrafting (.8)	CAL	3.50	1,750.00
21-May-20	Review redrafted agreement and communicate re: same and respond to questions.	CAL	1.20	600.00
22-May-20	Telephone with team; notes on agreement that was distributed; review of discovery issue re: groins and dates re: extension of Motion to Compel and for arguments with opposing counsel on strength of case.	CAL	2.70	1,350.00
24-May-20	Review and respond to comments; communicate with team.	CAL	0.30	150.00
26-May-20	Review expert Coastal Analysis report and aerials re: Deerfield position on when groins were built, (1.5); review comments from team and participate in telephone conference re: same. Follow up on issues raised by team and with J. Cole. (1.7)	CAL	3.20	1,600.00

074723 TOWN OF HILLSBORO BEACH, FLORIDA
 0312732 CITY OF DEERFIELD BEACH, FLORIDA

As of
 Invoice Number

May 31, 2020
 9572732

<u>Date</u>	<u>Services</u>	<u>Initials</u>	<u>Hours</u>	<u>Value</u>
28-May-20	Review edits made by TPerry and provide additional edits; outline issues to address Mayor's concerns with latest draft.	CAL	1.00	500.00
29-May-20	Revisions to draft agreement; discussion with team members re: process; discussion regarding Mayor's issues and language addressing them; discussion regarding nature of exhibit; participation in Web Ex re: foregoing and next steps.	CAL	2.80	1,400.00
Total Services				\$30,500.00

<u>Date</u>	<u>Disbursements</u>	<u>Value</u>
16-Apr-20	TELEPHONE CONFERENCING InterCall Cindy Laquidara Inv# 1744706612	6.58
Total for TELEPHONE CONFERENCING		6.58
13-May-20	OTHER CHARGES - KLDISCOVERY LLC - Document review, hosting and collaboration to assist with case team.. VD/4679	3,783.14
Total for OTHER CHARGES		3,783.14
Total Disbursements		\$3,789.72

Akerman LLP

Page 6

074723 TOWN OF HILLSBORO BEACH, FLORIDA
0312732 CITY OF DEERFIELD BEACH, FLORIDA

As of
Invoice Number

May 31, 2020
9572732

<u>Initial</u>	<u>Name</u>	<u>Hours</u>	<u>Amount</u>
CAL	C. A. LAQUIDARA	60.40	30,200.00
J H	J. HIGGINBOTHAM	1.20	300.00
	Total	61.60	\$30,500.00

MEDIATION SOLUTIONS, INC.
P.O. Box 1986
Miami, FL 33233

Invoice

Date
5/7/2020

Bill To
Town of Hillsboro Beach c/o Inframark 210 N. University Dr., #702 Coral Springs, FL 33071

PAST DUE

Invoice #	
MSI File No.	Case Name
	11734
10600-818 Hillsboro Bch v. Deerfield Bch	

Description	Date	Hours	Rate	Amount
Correspondence/Telephone conferences with Counsel. Review Summaries/Pleadings/Evidence. Preparation for Mediation. Prepare Mediator's Report.	5/6/2020	4	375.00	1,500.00
Attendance at Mediation - full day reserved.	5/6/2020	10	375.00	3,750.00

Make check payable to:
"MEDIATION SOLUTIONS, INC."
Federal Tax I.D. Number:
65-0754553.

PAYMENT DUE UPON RECEIPT.

Include Copy of Invoice with Payment.

**Interest accrues @ 1.5% per month on all past due amounts, plus
attorney's fees and costs of collection.**

Please remit to above address.

Sub-Total:	\$5,250.00
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Payments:	\$0.00
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TOTAL:	\$5,250.00
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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

MEDIATION SOLUTIONS, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. Box 1986

6 City, state, and ZIP code

Miami, FL 33233

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

6 5 - 0 7 5 4 5 5 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 6/4/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

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Telephone (954) 771-4500

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Page: 1
06/30/2020
ACCOUNT NO: 1182-0606490
STATEMENT NO: 31646

Attn: Mac Serda, Town Manager

General Matters

			HOURS	
05/27/2020	DJD	Address and prepare Resolutions for Agenda; telephone conference call with Town Manager.	0.80	
05/28/2020	DJD	Review Amendment #2 to Loan Agreement with FDEP.	0.30	
05/29/2020	DJD	Review Agenda.	0.80	
06/01/2020	DJD	Telephone conference call with Debbie Orshefsky; Prepare for Town Commission Meeting.	1.70	
06/02/2020	DJD	Prepare for and attend virtual Town Commission Meeting.	3.30	
06/03/2020	DJD	Town Commission follow-up.	1.30	
06/10/2020	DJD	Telephone conference call with Max Serda and Jacqueline Brower; re: seawalls.	0.80	
06/16/2020	DJD	Review emails.	0.30	
06/18/2020	DJD	Address Mayor's inquiry with County Attorney's office; address inquiry from Stephen Bloom.	0.80	
06/19/2020	DJD	Address inquiry from Mayor re: condo rentals.	0.30	
06/24/2020	JAC	Travel policy request for revision.	0.20	
	DJD	Prepare for and participate in conference call re: seawalls; initial revision draft to seawall ordinance; review agenda items.	1.60	
06/25/2020	DJD	Review e-mails re: Agenda items.	0.50	
06/26/2020	DJD	Review seawall ordinance; telephone conference with Town Manager; telephone conference with Town Commissioner.	0.90	
06/29/2020	JAC	Call with Mack Serta regarding travel expense policy; Follow up notation to policy	0.20	
		FOR CURRENT SERVICES RENDERED	13.80	3,105.00

RECAPITULATION		TOTAL
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>
JAMES A. CHEROF	0.40	\$225.00
		\$90.00

TOWN OF HILLSBORO BEACH

General Matters

ACCOUNT NO:
STATEMENT NO:

Page: 2
06/30/2020
1182-0606490
31646

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
D.J. DOODY	13.40	225.00	3,015.00

Photocopies	79.45
TOTAL EXPENSES THRU 06/29/2020	79.45

05/26/2020	Federal Express - Invoice 7-045-69508	11.69
		11.69

TOTAL ADVANCES THRU 06/29/2020	11.69
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TOTAL CURRENT WORK	3,196.14
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BALANCE DUE	<u>\$3,196.14</u>
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AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE



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TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Page: 1
06/30/2020
ACCOUNT NO: 1182-1200986
STATEMENT NO: 31647

Attn: Mac Serda, Town Manager

Deerfield Beach

			HOURS	
05/27/2020	DJD	Review e-mails.	0.30	
05/29/2020	DJD	Participate in conference call with Jason Gonzalez.	0.70	
06/01/2020	DJD	Review Settlement Agreement.	0.80	
06/02/2020	DJD	Participate in Webex Meeting; prepare for Shade Session; telephone conference with Tim Perry re: Terms of Settlement Agreement.	2.60	
06/03/2020	DJD	Address Settlement Agreement and Shade Session.	1.20	
06/04/2020	DJD	Address Terms of Settlement Agreement; telephone conference call with Joe Goldstein; telephone conference call with Cindy Laquidara; review e-mails.	1.50	
06/05/2020	DJD	Participate in conference call.	0.40	
06/08/2020	DJD	Telephone conference call with Town Commissioner.	0.30	
06/10/2020	DJD	Review exchange of emails.	0.50	
06/11/2020	DJD	Review emails; Telephone conference call with Cindy Laquidara. Telephone conference call with Tim Perry.	0.60	
06/12/2020	DJD	Review emails.	0.40	
06/15/2020	DJD	Review emails.	0.30	
06/16/2020	DJD	Participate in conference call.	0.70	
06/19/2020	DJD	Participate in conference call.	0.80	
06/22/2020	DJD	Review emails.	0.30	
		FOR CURRENT SERVICES RENDERED	11.40	2,565.00
RECAPITULATION				
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
D.J. DOODY		11.40	\$225.00	\$2,565.00

TOWN OF HILLSBORO BEACH

Deerfield Beach

Page: 2
06/30/2020
ACCOUNT NO: 1182-1200986
STATEMENT NO: 31647

Photocopies	13.65
TOTAL EXPENSES THRU 06/29/2020	13.65
TOTAL CURRENT WORK	2,578.65
BALANCE DUE	<u>\$2,578.65</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE



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TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Page: 1
06/30/2020
ACCOUNT NO: 1182-1200989
STATEMENT NO: 31648

Attn: Mac Serda, Town Manager

Purchase from Winter Sun Investments LLC
1205 and 1206 Hillsboro Mile, Hillsboro Beach FL

			HOURS	
05/28/2020	RLL	Work to compile copy of fully-signed contract and three amendments to contract.	0.50	
06/01/2020	DJD	Review contract terms.	0.40	
		FOR CURRENT SERVICES RENDERED	0.90	152.50

	RECAPITULATION		
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
D.J. DOODY	0.40	\$225.00	\$90.00
RACHEL L LEACH	0.50	125.00	62.50

TOTAL CURRENT WORK 152.50

BALANCE DUE \$152.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE



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TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Page: 1
06/30/2020
ACCOUNT NO: 1182-1200991
STATEMENT NO: 31649

Attn: Mac Serda, Town Manager

adv. State of Florida (Bond Validation 2020)

			HOURS
05/26/2020	TAD	Receipt and review of answer and affirmative defenses. Review case law re: issues raised in defenses and prepare correspondence re: same.	1.10
05/27/2020	DJD	Address inquiry from Ginsburg.	0.50
05/28/2020	TAD	Receipt of Fishman Answer. Prepare correspondence re: same. Prepare Reply to Fishman Affirmative Defenses. Receipt of second request for production to Town. Receipt of correspondence from Ginsberg counsel re: additional requests. Receipt of correspondence re: order and prepare response to same.	0.90
	IR	Receipt and review of Request for Production, directed to the Town of Hillsboro Beach, by Defendants' Ginsbergs; receipt and review of Defendants Ginsbergs Notice of Withdrawal of their Request for Production; receipt and review of email from DJD regarding documents and prepared email to legal assistant regarding information;	0.30
	DJD	Address production of contract documentation with Winter Sun to Ginsburg; telephone conference call with Stephen Bloom and Mark Raymond; address public record request from Ginsburg; review caselaw.	2.30
05/29/2020	IR	Receipt and review of emails from DJD, regarding case elements and preparation for June 23, 2020 evidentiary hearing;	0.20
	GB	Reviewed Administrative Order 2020-42 for procedures regarding Oaths, Witnesses, and admission of evidence for upcoming validation proceeding. Emails with DJD and TAD regarding telephone Conference and upcoming hearing.	0.50
	TAD	Receipt and review of correspondence re: production to Ginsberg defendants. Confer with DJD re: hearing issues.	0.40
	DJD	Review caselaw.	1.50
06/01/2020	DJD	Review caselaw.	1.70
06/02/2020	DJD	Address assessment roll; prepare for hearing.	1.40
06/03/2020	TAD	Receipt and review of orders re: hearing procedures. Review case law re: requirements for hearing. Receipt of correspondence from Ginsberg defendant re: information on assessment. Receipt of correspondence re: pre-hearing conference.	1.40
	GB	Telephone conference call with DJD regarding bond validation hearing. Began drafting outline/case law index in preparation for Bond Validation hearing.	0.80

adv. State of Florida (Bond Validation 2020)

			HOURS
06/04/2020	GB	Reviewed Administrative Order 2020-42 and calendared all deadlines relevant to the bond validation hearing. Prepared outline for bond validation hearing. Email to DJD regarding status.	1.50
	DJD	Address inquiry from Mr. Bates; review caselaw.	1.90
06/05/2020	GB	Telephone conference call with TAD regarding outline. Drafted outline for bond validation. Legal research and reviewed town charter for outline for bond validation.	1.30
	TAD	Receipt and review of correspondence re: conference. Attend telephone conference. Confer with DJD re: hearing issues. Receipt of correspondence re: order and order. Review case law re: reply and hearing issues.	2.20
	DJD	Participate in conference call; review caselaw.	2.50
06/06/2020	DJD	Prepare for hearing; review caselaw.	2.90
06/09/2020	TAD	Receipt and review of correspondence re: hearing issues. Attend telephone conference with DJD and others re: hearing and inquiry by owners. Confer with DJD re: hearing and case law. Prepare draft final judgment. Prepare correspondence to witnesses re: meetings and preparation for hearing.	1.50
	DJD	Telephone conference call with Hank Fishkind re: assessment report. Telephone conference call with Mark Raymond re: assessment roll; Prepare for hearing.	2.20
06/10/2020	GB	Email to DJD regarding bond validation hearing. Telephone conference call with TAD regarding preparing for upcoming bond validation hearing.	0.50
	TAD	Receipt and review of correspondence re: meetings. Continue preparation of arguments for hearing. Review charter and order re: prior findings.	1.00
	DJD	Address exhibits and potential witness testimony.	1.60
06/11/2020	TAD	Receipt and review of correspondence re: hearing and evidence. Extended conference with DJD and GB re: hearing issues. Review answer from state attorney. Review information from the Town re: hearing evidence. Continue preparation of outline re: hearing presentation.	1.70
	DJD	Prepare for hearing.	1.90
06/12/2020	TAD	Receipt and review of minutes. Complete outline of Towns arguments and prepare all documents/case law for hearing. Prepare correspondence to counsel re: meeting. Receipt of correspondence re: information from the Town for hearing. Review report and prepare outline of issues for pre-hearing meeting with Fishkind. Prepare outline of issues for pre-hearing meeting with Raymond. Prepare outline of issues for pre-hearing meeting with Town Manager.	2.00
06/15/2020	TAD	Receipt and review of correspondence re: meeting. Confer with DJD and GB re: hearing issues and evidence. Prepare correspondence re: same. Confer with Ginsberg re: hearing documents. Prepare correspondence re: same. Revise correspondence to counsel re: hearing information. Review information from GB re: defenses for hearing/meetings.	1.90
	GB	Telephone conference call with TAD regarding Exhibit List. Drafted Exhibit List. Prepared for bond validation hearing by putting together all documents to be introduced at bond validation hearing and continued legal research and drafting outline for hearing. Email to DJD and TAD regarding exhibits. Emails with opposing counsel regarding exhibits at hearing. Edits to Memorandum in Support of Bond Validation Complaint.	1.40

adv. State of Florida (Bond Validation 2020)

			HOURS
06/16/2020	TAD	Receipt and review of correspondence from Ginsberg re: exhibits. Receipt of correspondence from Town Manager and prepare response to same. Attend pre-hearing meeting with Raymond. Attend pre-hearing meeting with Serda. Confer with GB re: exhibits. Confer with DJD re: hearing. Confer with GB re: hearing issues. Continue review of claims and case law and prepare outline regarding the defenses and objections raised by the Ginsberg, Geisser and Fishman defendants. Receipt of additional correspondence and information re: defendant issues. Receipt of response to same. Revise hearing outline re: Raymond meeting information. Prepare documents for hearing re: public records. Review information regarding notices for hearing.	2.30
	DJD	Prepare for hearing.	1.50
06/17/2020	TAD	Receipt and review of correspondence re: hearing. Attend meeting with Fishkind re: hearing testimony. Revise outline re: same. Attend pre-hearing conference with all witnesses. Prepare correspondence to all witnesses re: information for hearing. Receipt of correspondence re: information for court. Confer with GB re: information on exhibits for hearing. Receipt of documents from City re: exhibits for hearing. Review correspondence re: memorandum to Court. Review memo and prepare correspondence re: issues with same. Confer with DJD re: revisions to memorandum.	1.90
	GB	Zoom meetings with potential witnesses in preparation for bond validation hearing. Telephone conference call with TAD regarding memorandum in support of bond validation hearing. Edits to memorandum in support of bond validation complaint.	1.50
	DJD	Telephone conference call with Hank Fishkind; Telephone conference call with witnesses; revise Memorandum of law.	2.70
06/18/2020	IR	Receipt and review of Defendants' Ginberg Exhibit List that they expect to utilize at June 23, 2020 3 hour special set evidentiary hearing before Judge David Haines; review of list real properties, as designated in Defendants' Appendixes, for use at Tuesday's special set hearing;	1.10
	TAD	Receipt of defendants memorandum in opposition to validation proceeding. Review case law re: same. Review exhibits from defendants. Receipt of correspondence from Ginsberg re: exhibits.	0.70
	GB	Edits to Memorandum in Support of Bond Validation Complaint. Telephone Conference Call with TAD regarding Memorandum. Received and Reviewed Defendants' Memorandum in Opposition of Bond Validation Complaint and Motion for Evidentiary Hearing. Finalized and filed Town's Exhibit List. Marked all Exhibits and uploaded to the Court per Administrative Order. Drafted Letter to Judge enclosing exhibits.	1.20
	DJD	Review Memo in Opposition; Review Motion for Evidentary hearing; revise Memo of law.	2.10
06/19/2020	IR	Receipt and review of Defendant, J.R. Fishman, et.al., on behalf of 129 registered voters in Hillsboro Beach, to Request an Evidentiary Hearing related to objections to the Town's bond validation;	0.30
	TAD	Receipt and review of correspondence re: case law for hearing. Prepare correspondence re: same. Review of memorandum and motion for evidentiary hearing from Fishman defendants. Receipt of correspondence from the Court re: hearing information. Review case law re: defendants opposition to validation.	1.30
	GB	Prepared for Bond Validation Hearing by putting together material from	

TOWN OF HILLSBORO BEACH

Page: 4
06/30/2020
ACCOUNT NO: 1182-1200991
STATEMENT NO: 31649

adv. State of Florida (Bond Validation 2020)

			HOURS	
		each Defendant, reviewing caselaw cited by Defendants in Memo in Opposition. Edits to Memorandum in Support. Meetings with DJD in preparation for upcoming hearing.	1.40	
	DJD	Prepare for hearing; revise Memorandum of Law.	2.50	
06/20/2020	DJD	Prepare for hearing.	2.40	
06/22/2020	GB	Meeting with DJD and TAD regarding upcoming Bond. Drafted outline for hearing regarding compliance with Chapter 75 and Chapter 170 of Florida Statute.	1.20	
	TAD	Attend meeting with DJD and GB re: hearing issues and responses. Receipt of correspondence and filing from Defendants re: opposition to hearing. Receipt of correspondence from bond counsel re: hearing.	0.80	
	DJD	Prepare for hearing; review exhibits and pleadings.	6.40	
06/23/2020	TAD	Review case law and prepare exhibits for hearing. Review defenses and case law. Review Ginsberg filings re: hearing issues. Attend hearing on validation complaint.	2.80	
	DJD	Prepare for and attend Court Hearing; Telephone conference call with Town Commission members.	4.80	
06/25/2020	IR	Retrieved online Broward Circuit Court docket; reviewed the Court's order, from the evidentiary hearing of June 23, 2020; conference with TAD regarding same; preparation of ticklers regarding deadlines;	0.30	
	GB	Telephone conference call with TAD regarding shade meeting and proposed final judgment. Reviewed proposed Final Judgment and emails with DJD, TAD and Mark Raymond regarding possible changes. Reviewed shade meeting statute and emails with TAD regarding same.	0.60	
	DJD	Participate in telephone conference call with Mayor and Town Manager; review Proposed Order; review e-mails.	1.60	
06/26/2020	GB	Emails with DJD regarding proposed Final Order. Edits to Defendants' proposed Final Order. Drafted letter to the Judge enclosed proposed Final Order and submitted letter with Final Order to Court for approval. Legal Research re: time frame for filing appeal and emails with DJD regarding research.	0.80	
	IR	Receipt and review of the proposed Final Judgment, following the evidentiary hearing of June 23, 2020, on the Town of Hillsboro Beach's Complaint for Validation of Bonds, in an effort to correct beach erosion; preparation of tickler to receive an executed, order, to be entered by the court,	0.30	
06/29/2020	GB	Reviewed Final Orders entered by the Court and emails to DJD and TAD regarding final orders. Telephone conference call with the court regarding competing orders.	0.50	
	MDC	Research per DJ appellate rules for potential appeal, review rules, update DJD.	0.30	
		FOR CURRENT SERVICES RENDERED	84.30	18,717.50

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
D.J. DOODY	44.40	\$225.00	\$9,990.00
MICHAEL D. CIRULLO	0.30	225.00	67.50
GAL BETESH	13.20	225.00	2,970.00

TOWN OF HILLSBORO BEACH

adv. State of Florida (Bond Validation 2020)

ACCOUNT NO:
STATEMENT NO:

Page: 5
06/30/2020
1182-1200991
31649

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
INGRID RIERA	2.50	125.00	312.50
TRACEY A. DECARLO	23.90	225.00	5,377.50

Photocopies	542.50
TOTAL EXPENSES THRU 06/29/2020	542.50
TOTAL CURRENT WORK	19,260.00
BALANCE DUE	<u>\$19,260.00</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE



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TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

ACCOUNT NO:
STATEMENT NO:

Page: 1
06/30/2020
1182-1200992
31650

Attn: Mac Serda, Town Manager

adv. David Pratt (Seagrape Revocable Trust) Appeal

			HOURS	
06/03/2020	SMS	review opposing counsel corrective motion for extension	0.20	
06/08/2020	SMS	review Court Order for Extension of Time	0.20	
		FOR CURRENT SERVICES RENDERED	0.40	90.00
RECAPITULATION				
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
SEAN M. SWARTZ		0.40	\$225.00	\$90.00
TOTAL CURRENT WORK				90.00
BALANCE DUE				<u>\$90.00</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE



Invoice Date:
June 30, 2020

Services from
5/17/20 thru 6/28/20

Invoice Number: 4508
1 of 8



REINVENTING YOUR CITY

TOWN OF HILLSBORO BEACH

Attn: Mayor Deborah L. Tarrant

1210 Hillsboro Mile

Hillsboro Beach, FL 33062

Re: Services

General Planning

	Date and Description (date) (detail)	(hours)
general	5/21/2020 call electronic permit submittal - Nicole + Prince	0.25
general	6/17/2020 call w/ Nicole - customer EBL question - comments	0.25
general	6/22/2020 Marc Nachman zoning questions 1107/1115 + Code research	0.75
general	6/25/2020 Marc Nachman email keyvista@icloud.com	0.25
general	6/25/2020 Vince Spadea - call, email, code reasearch 1107, 1115	0.75
general	6/25/2020 emails + call w/Spencer Castro zoning regs	0.50
957	6/1/2020 calls, text + reasearch 957 - coord w/ Steve	0.50
977	5/20/2020 Calls + emails FDOT - west side	1.75
977	5/21/2020 Calls + email w/ Dalila FDOT	0.75
1007	5/22/2020 call w/ Architect (letter of consistency)	0.25
1007	5/22/2020 review emailed plans + draft letter	1.25
1007	6/1/2020 Letter of Consistency	0.50
1085	6/15/2020 email + call with Sherry Records request - zoning information	0.25
1085	6/25/2020 Alexander Lambert / Sherry records request emails/calls/code research	1.00
1105	6/2/2020 realtor call & email regarding rear setback intracoastal side (code research)	0.50
1173	6/4/2020 email inquiry Nicole - RM-16 zoning change - code research	0.50
1189	6/4/2020 Inquiry email from Nicole + code research bldg. ht. (Keith Neff)	0.50
1231	6/9/2020 calls with realtor (Suzanne Petrizzi) - Zoning change reasearch - research	0.50
1231	6/15/2020 call w/ realtor	0.25
Time - hrs.		11.25

Invoice Date:
June 30, 2020

Services from
5/17/20 thru 6/28/20

Invoice Number: 4508
2 of 8



REINVENTING YOUR CITY

TOWN OF HILLSBORO BEACH

Attn: Mayor Deborah L. Tarrant
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
Re: Services

Site Plan / Variance Rev.

(hours)

925 variance / site
plan - guest house

5/18/2020 emails - Paula, Shane Ames, elev. shaft height, proceed without variance - code research	1.00
6/6/2020 pick up resubmitted plans	Flat Rate #8
6/6/2020 overview review + call with Nectaria	0.25
6/6/2020 call w/ Joan Stoch - application	0.25
6/9/2020 call w/ Eric	0.25
6/9/2020 mailing addresses	0.50
6/10/2020 initial review site	1.50
6/11/2020 finalize site plan review	4.00
6/12/2020 issue comments	0.75
6/25/2020 calls w/ Chris Khet - Willer Davis Landscape Architect review comments	0.50
6/26/2020 recap	0.25
	9.25

995 variance

5/22/2020 email w/ Nectaria	0.25
6/9/2020 mailing addresses	0.50
6/16/2020 call w/ Nectaria	0.25
6/16/2020 coordinate w/ Sherry	0.25
6/16/2020 site visit (south condition)	1.25
6/17/2020 call / email Nectaria	0.50
6/18/2020 pick up plans	Flat Rate #12
6/20/2020 review plans	2.00
6/22/2020 conf call w/ Nectaria and consultants	0.25
6/22/2020 owner notification, public notice, mailing list	2.00
6/24/2020 email w/ Nectaria	0.25
6/24/2020 Zoom call with Nectaria & consultants	0.75
6/24/2020 review public notice	0.25
	8.50

Invoice Date:
June 30, 2020

Services from
5/17/20 thru 6/28/20

Invoice Number: 4508
3 of 8



REINVENTING YOUR CITY

TOWN OF HILLSBORO BEACH

Attn: Mayor Deborah L. Tarrant
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
Re: Services

1105 Site Plan

Approval	5/25/2020 pick up plans	Flat Rate #3	
	5/27/2020 call with Architect		0.25
	6/6/2020 review site plan		5.50
	6/7/2020 publish comments		0.50
	6/16/2020 emails w/ Architect		0.50
	6/17/2020 email from Architect		0.25
	6/18/2020 email response Architect		0.25
	6/22/2020 calls, emails, coordinate with Annie, download plans		1.50
	6/22/2020 call w/ Annie		0.25
	6/25/2020 owner notification, public notice, address 300 ft.		1.00
			10.00

Total Site Plan / Variance Review	Time - hrs.	27.75
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Permitting

Address	Date and Description	(hours)
923 Permit # 85289 rev 93730		
	5/28/2020 pick up	Flat Rate #4
	5/29/2020 call w/ Jeffrey Morgan - revision	0.25
	6/2/2020 review	0.75
	6/4/2020 drop off	Flat Rate #6
	6/24/2020 call w/ Jeffrey Morgan - revision	0.25
	6/25/2020 email w/ Jeffrey Morgan - revision	0.25
		1.50

Invoice Date:
June 30, 2020

Services from
5/17/20 thru 6/28/20

Invoice Number: 4508
4 of 8



REINVENTING YOUR CITY

TOWN OF HILLSBORO BEACH

Attn: Mayor Deborah L. Tarrant

1210 Hillsboro Mile

Hillsboro Beach, FL 33062

Re: Services

923 Permit # 85289 rev 93775

5/22/2020 pick up	Flat Rate #2	
5/23/2020 call w/ Jeffrey		0.25
5/25/2020 review (server down)		0.75
6/2/2020 insert comments into system		0.25
6/4/2020 drop off	Flat Rate #6	
		1.25

951 Permit # 93404

5/20/2020 pick up	Flat Rate #1	
5/25/2020 review (server down)		0.75
6/2/2020 coordinate w/ Nicole		0.25
6/2/2020 review		0.50
6/4/2020 gave Nicole total time		0.25
6/4/2020 drop off	Flat Rate #6	
		1.75

963 Permit # 93585

6/11/2020 pick up	Flat Rate #9	
6/14/2020 review		0.75
6/14/2020 gave Nicole total time		0.25
6/16/2020 call w/ Madrie		0.25
6/17/2029 drop off	Flat Rate #11	
		1.25

969 Permit #85168 rev 93535

5/20/2020 pick up	Flat Rate #1	
5/25/2020 review (server down)		0.75
6/2/2020 insert comments into system		0.25
6/4/2020 drop off	Flat Rate #6	
		1.00

Invoice Date:
June 30, 2020

Services from
5/17/20 thru 6/28/20

Invoice Number: 4508
5 of 8



REINVENTING YOUR CITY

TOWN OF HILLSBORO BEACH

Attn: Mayor Deborah L. Tarrant
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
Re: Services

977 Permit #19042			
addition	5/20/2020	email w/ Architect	0.25
		email from Architect + Nicole + Steve -	
	6/25/2020	withdraw permit request	0.50
			0.75
995 Permit #93778			
	5/20/2020	email w/ Architect	NC
	5/25/2020	review (server down)	1.00
	6/2/2020	insert comments into system	0.25
	6/4/2020	drop off	Flat Rate #6
	6/19/2020	pick up	Flat Rate #13
			1.25
1007 Permit # (93758) generator			
	5/18/2020	call w/ GC	0.25
	5/20/2020	pick up	Flat Rate #1
		review + coordinate with Derrick for FEMA	
	5/25/2020	approval (server down)	1.25
	6/2/2020	insert comments into system	0.25
	6/4/2020	drop off	Flat Rate #6
			1.75
1007 Permit # (90975)			
	5/22/2020	pick up file for final inspection	Flat Rate #2
	5/23/2020	review file + final inspection	1.75
		calls w/ GC final survey + elevation certificate +	
	6/1/2020	research	0.75
		review file for final inspection (no inspection	
	6/2/2020	needed)	0.50
	6/4/2020	drop off	Flat Rate #6
		calls - emails w/ Matt Minture + Nicole final	
		survey + elevation certificate - hard copy not	
	6/26/2020	submitted	0.50
			3.50

Invoice Date:
June 30, 2020

Services from
5/17/20 thru 6/28/20

Invoice Number: 4508
6 of 8



REINVENTING YOUR CITY

TOWN OF HILLSBORO BEACH

Attn: Mayor Deborah L. Tarrant

1210 Hillsboro Mile

Hillsboro Beach, FL 33062

Re: Services

1015 Permit # (93520)

5/22/2020 pick up file for final inspection	Flat Rate #2	
5/23/2020 review file + final inspection		1.75
6/3/2020 final inspection		1.25
6/4/2020 drop off	Flat Rate #6	
		3.00

1051 Permit # (93764)

5/20/2020 pick up	Flat Rate #1	
5/25/2020 review (server down)		0.75
6/2/2020 insert comments into system		0.25
6/2/2020 drop off	Flat Rate #5	
6/19/2020 call w/ Vicky		0.25
		1.25

1057 Permit # (93702)

5/28/2020 pick up	Flat Rate #4	
6/2/2020 review		0.75
6/4/2020 review time spent with Nicole for billing		0.25
6/4/2020 drop off	Flat Rate #6	
		1.00

1107 Permit # (85186) permit # 1880408-0

5/28/2020 pick up	Flat Rate #4	
review final survey + elev cert. requested		
6/2/2020 electronic files		0.75
6/15/2020 follow up file request		0.25
6/23/2020 call w/ Matt Minton - elev cert		0.25
6/26/2020 coordinate- emails w/ Derrick		0.50
		1.75

Invoice Date:
June 30, 2020

Services from
5/17/20 thru 6/28/20

Invoice Number: 4508
7 of 8



REINVENTING YOUR CITY

TOWN OF HILLSBORO BEACH

Attn: Mayor Deborah L. Tarrant

1210 Hillsboro Mile

Hillsboro Beach, FL 33062

Re: Services

1159 Permit # (86529) rev 89651

5/20/2020 pick up	Flat Rate #1	
5/25/2020 review (sewer down)		0.75
6/2/2020 input comments into system		0.25
6/4/2020 drop off	Flat Rate #6	
6/16/2020 pick up	Flat Rate #10	
6/18/2020 review		1.25
6/19/2020 drop off	Flat Rate #13	
		2.25

1200 Permit # (93715)

6/1/2020 call from Andrea		0.25
6/2/2020 review data emailed + forward to nicole		0.50
6/10/2020 call w/ Nicole - email to vendor		0.50
6/17/2020 pick up	Flat Rate #11	
6/18/2020 review		1.00
6/19/2020 drop off	Flat Rate #13	
6/25/2020 call w/ Eric (gen screen)		0.25
		2.50

1212 #6 Permit # (119533)

6/5/2020 pick up loose landscaping plan	Flat Rate #7	
6/5/2020 review plan - need bldg permit		0.50
6/9/2020 Site visit		1.25
6/10/2020 Take file to town hall - assign permit #	NC	
6/14/2020 review		0.75
6/17/2020 drop off	Flat Rate #11	
		2.50

1212 #26 Permit # (119603)

5/18/2020 call + email w/ Jason - review photos of proposed scope of work		0.75
6/17/2020 pick up	Flat Rate #11	
6/18/2020 review		0.75
6/19/2020 drop off	Flat Rate #13	
		1.50

Invoice Date:
June 30, 2020

Services from
5/17/20 thru 6/28/20

Invoice Number: 4508
8 of 8



REINVENTING YOUR CITY

TOWN OF HILLSBORO BEACH

Attn: Mayor Deborah L. Tarrant

1210 Hillsboro Mile

Hillsboro Beach, FL 33062

Re: Services

1237 Permit # (89942)

5/18/2020 email - final inspection 0.25

5/20/2020 pick up Flat Rate #1

5/20/2020 review + email to contractor (server down) 1.00

5/22/2020 Coordinate w/ Nicole (no final inspection) 0.25

6/2/2020 review file for final inspection 0.25

6/4/2020 drop off Flat Rate #6

1.75

General Planning Hours 11.25

Site Plan / Variance Review Hours 27.75

Permitting Hours 31.50

Total Hours 70.50

Total Hours 70.50

Hourly Rate 100.00

Sub-total Hourly Services 7050.00

Flat Rate Services:

13 drop off/pick up at \$25 each 325.00

Total Amount Due \$ **7,375.00**



Calvin, Giordano & Associates, Inc.
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Phone: 954.921.7781 • Fax: 954.921.8807

TOWN OF HILLSBORO BEACH
1210 HILLSBORO MILE
HILLSBORO BEACH, FL 33062

Invoice number 78077
Date 06/30/2020

Project **179902 HILLSBORO BEACH BUILDING
CODE**

Billing period through June 30, 2020

CGA PM: Shellie Ransom-Jackson

emailto: Mac Serda (mserda@townofhillsborobeach.com)

cc: Stephen.Bloom@inframark.com
terri.lusk@inframark.com
ranathan@townofhillsborobeach.com
Sherry D. Henderson (shenderson@townofhillsborobeach.com)
Billing 85% of Permit Fees Collected

Description	Contract Amount	Prior Billed	Current Billed
65-100 BUILDING CODE SERVICES	0.00	652,188.76	22,599.72
Total	0.00	652,188.76	22,599.72

Invoice total **22,599.72**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
77381	05/31/2020	16,224.57		16,224.57			
78077	06/30/2020	22,599.72	22,599.72				
Total		38,824.29	22,599.72	16,224.57	0.00	0.00	0.00



The Town of Hillsboro Beach All Fees Collected

Start Date: 6/1/2020

End Date: 6/30/2020

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	\$26,293.79	\$3,944.07	\$1650.00	\$1350.00	\$250.00	\$22,349.72	\$480.84	\$288.43	\$222.85
YTD	\$242,115.73	\$36,317.36	\$3050.00	\$1800.00	\$500.00	\$205,798.37	\$3,998.61	\$2,373.16	\$1,794.20



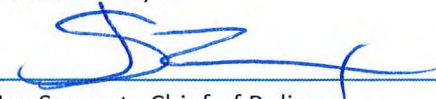
Hillsboro Beach Police
MAY 2020 Activity Report



Marine	May-20	Prior Month	May-19
Total Number of Marine Contacts	62	31	33
Total Number of Boats Removed From Swim Zone	11	2	0
Total Number of Wake/Safety Education Given/Noise Complaints	62	37	33
Hours of Marine Patrol	97	62	50
Hours of ATV Patrol	24	15	13
Traffic/Pedestrian/Cyclist			
Total Number of Traffic Contacts	43	10	40
Total Number of Trespassers Removed	272	349	39
Total Number of Cyclist Contacts	100	87	55
Hours Conducting Crosswalk Enforcement	23	19	16
Hours Of Bike Patrol	0	0	0
Activity			
Total Number of Sick/Deceased/Injured Calls For Service	15	15	5
CUSHIONS (Call Urgent Sick Hospitalized Individuals On Next Shift)	15	15	5
Total Number of Arrests	1	0	1
Total Number of Crashes	0	1	2
Service Calls	410	475	179

Attached: Crash Report, Complaints and Monthly Activity Report Breakdown.

Submitted by:


Jay Szesnat, Chief of Police

6/20/20
Date

**Patrol Activity
MAY 2020**

	Mileage	Arrests	Traffic Contacts	Marine Contacts	Bicyclist Contacts	ATV Contacts	Security Checks	Service Calls*	Self Initiated Calls	Enforcements (crosswalk)	Work Zone Enforcements	Subpoena Hours	Training Hours	ATV Hours	Marine Hours	PD Bicycle Hours
Chief Szesnat			1										1			
Major O'Neill													1			
Lt. Pugliese	215		2		5	3	65	9	6				1	2	4	
Sgt. Mastandrea	753		1				716	68	26				1			
Sgt. Clark	1194		9		8		585	11	55				1			
Sgt. Gianino	928		5	3	2	42	551	109	39	3			1	8	8	
Sgt. Kirchoff	1053	1	1	3		63	1053	79	33	15			1	6	8	
Ofc. McGrath	1313		5	2	1		569	95	61				1		4	
Ofc. Kelly	1302		4		81		504	70	28				1		8	
Ofc. Steel	791		11				775	68	55				1			
Ofc. Nolan	876		3		3	24	589	54	31	5			1	3		
Ofc. Stengel	377					5	275	18	9				1	3		
Ofc. Pope	261			7			29	12	4				1	2	8	
Ofc. Torres	1485		1				840	72	43				1			
Ofc. Bukata				7											14.5	
Ofc. MacLellan				40											52.5	
Monthly Totals	10548	1	43	62	100	137	6551	665	390	23	0	0	13	24	107	0

*service calls represents number of officers responding to a call and is higher than total calls because more than one officer may respond to each call.

**Crash Locations
MAY 2020**

Location	Injury	No Injury	Fatal	Total
Total				

Crash Causes

	Total
Careless Driving	0
Failed to Yield Right of Way	0
Improper Backing	0
Following Too Closely	0
Disregarded Traffic Signal	0
Exceeded Safe Speed	0
Fail to Maintain Equipment	0
DUI	0
Hit and Run	0
Other	0
Total	0

Investigation Activity
MAY 2020

Complaint/Info			
Currently Working	Active	Pending	Cleared
Grand Theft	3	1	1
Robbery	1		
Burglary Conveyance	3	1	
Burglary/Grand Theft		1	
Petit Theft		2	
Property Damage		1	
Criminal Mischief		1	
Unlicensed Contractor			1
Burglary Structure			1
Fraud			1
Criminal Mischief			1
Identity Theft	3		
New			
Identity Theft	2		
Trespass	1		
Burglary Vessel			1



	<i>Traffic Contacts</i>		<i>Arrests (including traffic)</i>		
	Male	Female	Male	Female	
White	22	9	1		
Black	4	3			
Asian					
Native American					
Other	3	1			
Total	29	13	1		43

Vehicle/Mileage Recap MAY 2020

Unit	Type	Primary Use	EOM	BOM	CMM	PMM	INC/DEC
160	SUV	Road Patrol	144,543	142,187	2,356	4,298	-1,942
161	SUV	Road Patrol	119,423	115,477	3,946	1,259	2,687
162	Crown Vic.	Training/Decoy	124,273	124,227	46	343	-297
163	SUV	Road Patrol	43,305	39,105	4,200	4,400	-200
164	Charger	Chief	68,804	67,964	840	1,952	-1,112
166	Charger	Major	170,844	169,623	1,221	1,399	-178
		Police		Police	12,609	13,651	-1,042
170	Pickup Truck	Maintenance	93,532	93,463	69	194	-125
171	Pickup Truck	Maintenance	91,105	91,101	4	0	4
172	Pickup Truck	Water Dept	51,921	51,255	666	439	227
173	Pickup Truck	Water Dept	3,445	3,398	47	100	-53
174	Pickup Truck	Water Dept	1,447	888	559	538	21
		Water Dept		Water Dept	1,345	1,271	74
		EOMH		BOMH	CMH	PMH	INC/DEC
M1	Boat	Patrol	1364	1267	97	51.2	46
165	ATV (old)	Patrol	38.3	14	24	14.6	10

Key

EOM= End of Month

BOM= Beginning of Month

CMM= Current Month Mileage

PMM= Previous Month Mileage

INC/DEC= Increase/Decrease

EOMH= End of Month Hours

BOMH= Beginning of Month Hours

CMH= Current Month Hours

PMH= Previous Month Hours

2020 Vehicle Mileage PD

Unit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TM
160	2,157	3,372	4,136	4,298	2,356								16,319
161	2,491	2,286	2,535	1,259	3,946								12,517
162	24	540	45	343	46								998
163	4,257	2,438	2,112	4,400	4,200								17,407
164	2,468	2,463	2,455	1,952	840								10,178
166	1,289	1,247	1,451	1,399	1,221								6,607
TOTAL	12,686	12,346	12,734	13,651	12,609	0	0	0	0	0	0	0	64,026
GALLONS	1,110.90	1,016	940	1,193	1,211								5,470

Specialty Vehicles PD

Marine 1	40	3	4.2	51.2	97								195.4
ATV	8.7	6.6	8.7	15	24								63

Water Department

170	577	532	311	194	69								1,683
171	105	47	55	0	4								211
172	502	473	637	439	666								2,717
173	199	236	218	100	47								800
174	0	0	150	538	559								1,247
TOTAL	1,383	1,288	1,371	1,271	1,345	0	0	0	0	0	0	0	6,658
GALLONS	123.6	180.5	140.1	118	110								672

2020 Gas Usage Police Department

Employee	Department	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total Gallons
1-Szesnat	Police	107.9	98.9	93.3	113.0	31.9								445.0
13-O'Neill	Police	0.0	14.2	31.3	0.0	0.0								45.5
3-Pugliese	Police	74.9	60.3	65.1	66.5	66.1								332.9
4-Mastandrea	Police	52.0	137.3	82.0	180.3	142.7								594.3
5-Clark	Police	193.5	170.6	110.5	193.2	237.8								905.6
12-Gianino	Police	0.0	0.0	0.0	10.2	65.1								75.3
11-Kirchoff	Police	12.6	13.2	1.7	34.0	84.8								146.3
7-McGrath	Police	135.4	149.0	152.9	189.0	165.8								792.1
8-Kelly	Police	47.8	0.0	10.3	0.0	76.7								134.8
9-Steel	Police	118.8	118.2	157.7	102.7	148.1								645.5
10-Nolan	Police	77.4	36.5	9.2	26.1	16.1								165.3
14-Pope	Police	0.0	66.3	1.9	82.3	15.9								166.4
15-Stengel	Police	14.0	0.0	43.9	29.8	0.0								87.7
27-Torres	Police	47.9	0.0	49.8	48.3	56.4								202.4
16-MacLellan	Police	0.0	0.0	0.0	0.0	0.0								0.0
18-Beauparlant	Police	207.4	151.0	118.4	117.1	103.7								697.6
17-Bukata	Police	0.0	0.0	0.0	0.0	0.0								0.0
26-Joseph	Maintenance	21.3	0.0	12.4	0.0	0.0								33.7
Police Totals	TOTALS	1110.9	1015.5	940.4	1192.5	1211.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	5470.4

Gas Usage Water Department

19-Garray	Water Dept	45.9	37	0	18	16.3								117.2
20-Bullard	Water Dept	57.3	83.7	103.4	55.7	56.8								356.9
21-Charles	Water Dept	20.4	59.8	36.7	43.9	36.8								197.6
22-Knapstein	Water Dept	0	0	0	0	0								0
23-Rivera	Water Dept	0	0	0	0	0								0
Water Totals		123.6	180.5	140.1	117.6	109.9	0	0	0	0	0	0	0	

Gas Tank 30 1/2" = 1897 gal



TOWN OF HILLSBORO BEACH



FINANCIAL REPORT MAY 31, 2020

Meeting Date: July 7, 2020

1

GENERAL FUND

Overview

- ▶ Surplus of \$1.1 million through May. (Total funding over/under Expenditures)

Revenue / Other Sources

- ▶ Total funding for May was at 93.1% of the annual budget (excluding use of fund balance).
- ▶ Revenue from property tax collections is 97.1% through May.

Description	Budget	Actual	% of Budget
Property Taxes	\$ 4,715,939	\$ 4,578,216	97.1%
Other Local Taxes	270,000	177,500	65.7%
Intergovernmental Revenues	178,949	114,624	64.1%
Fines & Forfeitures	5,100	2,242	44.0%
Miscellaneous Revenues	45,000	38,410	85.4%
Interest Income	48,000	77,124	160.7%
Transfer In	133,000	33,333	25.1%
Total Funding	\$ 5,395,988	\$ 5,021,449	93.1%



2

May 2020 Financial Report

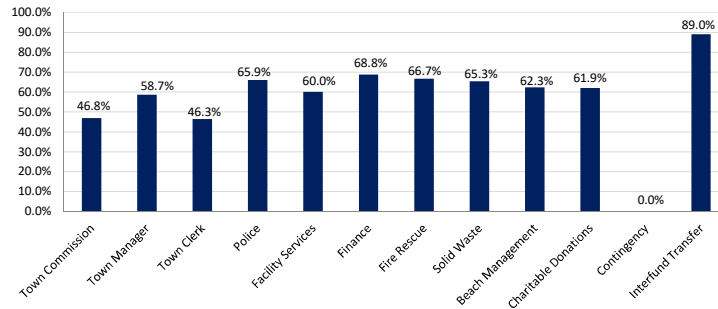
2

GENERAL FUND

Expenditures

- ▶ Total expenditures – Favorable at 64.4% of the annual budget.

General Fund - % of Budget Spent by Department



3

May 2020 Financial Report

3

SPECIAL REVENUE FUNDS

Fund Highlights

- ▶ Total funding and expenditures for these funds mostly net to zero.
 - Community Bus Fund – Surplus of \$21.9 thousand due to County Transportation Grant.
 - Revenue collected is 85.6% of annual budget or \$70.1 thousand.
 - Expenses are 58.9% of annual budget or \$48.2 thousand.
 - Marine Law Enforcement Fund – 51.1% of budget or \$15.5 thousand.
 - Permitting, P&Z, Code Compliance – 54.1% of budget or \$234.2 thousand.
 - Includes \$12.7 thousand transfer for expenditures.
- ▶ \$395 thousand balance in Federal Forfeitures / Asset Sharing Fund (includes interest income).



4

May 2020 Financial Report

4

OTHER FUNDS

Debt Service Fund – Beach Loan

- ▶ Total assessments collected for May was \$727.5 thousand or 96.9% of the annual budget.
- ▶ The Beach Loan was paid off on **March 16, 2020**.
- ▶ Approximately \$23 thousand remaining until fully collected.

Capital Projects Fund – (General Fund Improvements)

- ▶ The capital expenditures for May was \$3.9 million or 71% of the annual budget.



5

May 2020 Financial Report

5

WATER FUND

Overview

- ▶ Overall, the water fund had a surplus of \$77 thousand.
- ▶ Operations had a surplus of \$157.6 thousand.
- ▶ Balance of surplus is for future debt service payments and repairs & maintenance expenses.
- ▶ Debt Service payments made through May were \$581.3 thousand or 74.2% of the annual budget.

Revenue/Other Sources

- ▶ Total revenue – 70.4% of the annual budget.
- ▶ Total water service revenue – 69.8% of the annual budget.
- ▶ The water usage billings through May were up by 5.26% compared to last year at this time.



6

May 2020 Financial Report

6

WATER FUND

Water Usage Comparison

- ▶ The chart shows the usage for May by service type, comparing prior year May 2019 and last month usage.
- ▶ The total gallons used compared to last month was down by 4,442 thousand gallons or 19.4%.

Service Type	(Prior Yr)			Month-to-Month Change	
	May-19	Apr-20	May-20	Change in Usage	% Change
Irrigation	9,641	12,027	9,347	-2,680	-22.3%
Single Family	2,158	2,940	2,284	-656	-22.3%
Multi Family	6,138	7,902	6,796	-1106	-14.0%
Total	17,937	22,869	18,427	-4,442	-19.4%



7

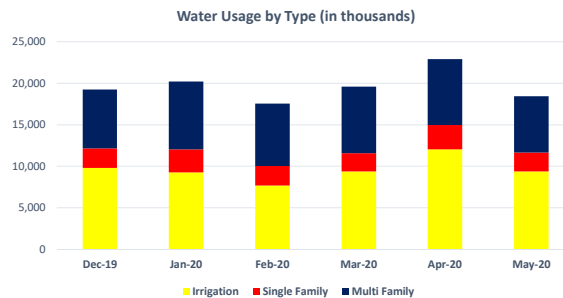
May 2020 Financial Report

7

WATER FUND

Water Usage Trend

- ▶ The charts below compares the water usage by service type for the last 6 months.



8

May 2020 Financial Report

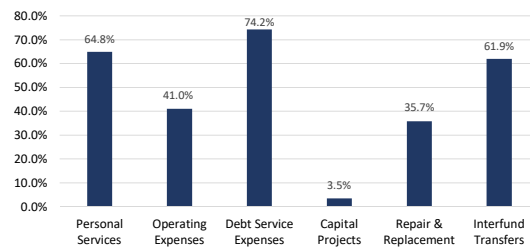
8

WATER FUND

Expenses

- ▶ Total expenses through May was at 49.8% of the annual budget.
- ❑ Debt Service Expenses:
 - ❑ Loan payment for Water Main project was paid on November 14, 2019.
 - ❑ Loan payment for Water Plant project was paid on March 15, 2020.
- ❑ Capital Purchases:
 - ❑ The capital expenditures for May totaled \$22 thousand or 3.5% of the annual budget.

Water Fund - % of Budget Spent by Type



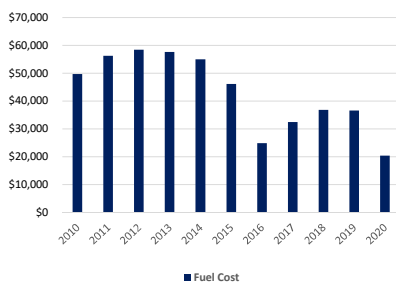
9

May 2020 Financial Report

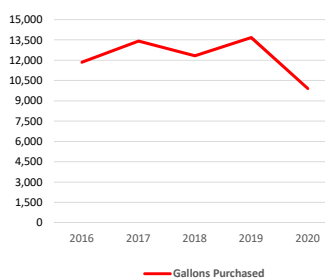
9

FUEL COSTS ANALYSIS

Fuel Cost by Fiscal Year



Gallons Purchased by Fiscal Year



Fiscal Year	Fuel Cost	Gallons Purchased	Avg Price / Gallon
2010	\$49,662		
2011	\$56,162		
2012	\$58,320		
2013	\$57,515		
2014	\$54,888		
2015	\$46,030		
2016	\$24,771	11,858	\$2.09
2017	\$32,433	13,405	\$2.42
2018	\$36,733	12,320	\$2.98
2019	\$36,586	13,666	\$2.68
2020	\$20,397	9,922	\$2.06



10

May 2020 Financial Report

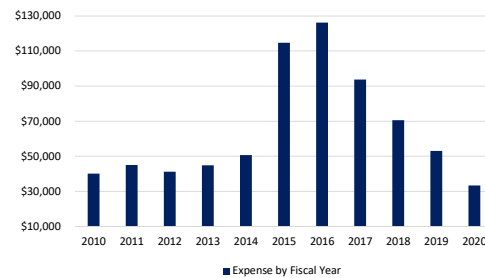
10

WORKERS' COMPENSATION INSURANCE – PREMIUM COST

Expense by Fiscal Year & Department

Fiscal Year	Admin	Police	Water	Total
2010	\$ 3,314	\$ 28,191	\$ 8,532	\$ 40,036
2011	\$ 2,591	\$ 33,618	\$ 8,697	\$ 44,906
2012	\$ 1,229	\$ 32,501	\$ 7,275	\$ 41,005
2013	\$ 1,324	\$ 34,957	\$ 8,418	\$ 44,699
2014	\$ 1,653	\$ 39,343	\$ 9,560	\$ 50,556
2015	\$ 5,350	\$ 81,530	\$ 27,726	\$ 114,606
2016	\$ 5,897	\$ 89,829	\$ 30,361	\$ 126,086
2017	\$ 4,180	\$ 65,618	\$ 23,855	\$ 93,653
2018	\$ 3,313	\$ 49,202	\$ 17,897	\$ 70,412
2019	\$ 2,648	\$ 35,306	\$ 14,940	\$ 52,894
2020	\$ 1,721	\$ 21,879	\$ 9,717	\$ 33,316
TOTAL	\$ 33,220	\$ 511,971	\$ 166,979	\$ 712,169

Total Expenses by Fiscal Year



11

May 2020 Financial Report

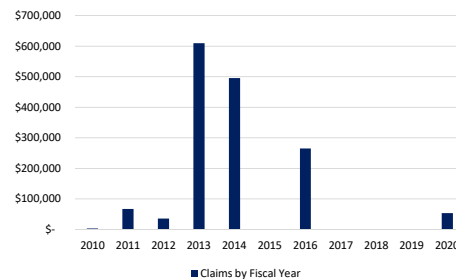
11

WORKERS' COMPENSATION INSURANCE - ANALYSIS OF CLAIMS

Amount & Status of Claims by Fiscal Year

Fiscal Year	Amount by Fiscal Year	Claim Status
2010	\$ 2,549	Closed
2011	\$ 67,154	Closed
2012	\$ 35,536	Closed
2013	\$ 609,507	Open Claim
2014	\$ 494,929	Open Claim
2015	\$ 404	Closed
2016	\$ 264,562	Open Claim
2017	\$ 102	Closed
2018	\$ 608	Closed
2019	\$ 368	Closed
2020	\$ 53,300	Open Claims - as of 5/14

Total Claims by Fiscal Year



12

May 2020 Financial Report

12

MEMORANDUM

TO: Mayor Deb Tarrant and Commissioners
FROM: Stephen Bloom, Finance Director
CC: Commissioner Vicky Feaman, Treasurer / Ken Cassel, Project Manager
DATE: June 25, 2020
SUBJECT: May Financial Report

Please find included in this agenda item the May 2020 financial report. At this point in the fiscal year (through May), the revenues and expenditures should be at approximately 66.67% of the adopted budget. To further assist with your review, an overview of each of the Town's funds is provided below.

General Fund

- Total funding through May was at 82.4% of the annual budget.
 - Ad valorem taxes are 97% collected through May.
- Total expenditures through May were at 64.4% of the annual budget.

Special Revenue Funds

Community Bus

- Total funding through May were at 85.6% of the annual budget.
- Total expenditures through May were at 58.9% of the annual budget.

Marine Law Enforcement Grant

- Total funding and expenditures through May were at 51.1% of the annual budget.

Permitting, P&Z, Code Compliance

- Total funding and expenditures through May were at 54.1% of the annual budget.

Federal Forfeitures / Asset Sharing

- Total funds available through May - \$395,042.

Debt Service Fund – (Beach Loan)

- Total revenues (Non-Ad valorem assessments) through May were at 96.9% of the annual budget.
- The loan was paid off in full March 16, 2020.

Capital Projects Fund – (General Fund Improvements)

- Total funding and expenditures through May were at 71% of the annual budget.

MEMORANDUM

Town of Hillsboro Beach
Subject: May Financial Report
Page 2

Water Fund – (Operations)

- Total funding through May was at 67.8% of the annual budget. The water usage billings through May (YTD) were up by 5.26% compared to last year at the same time. For the month of May, the total gallons used was down by 19.4% or (4,442) thousand gallons compared to last month. The chart below compares the usage for May by category (Single Family, Multi Family, Irrigation) with last month and with the prior year - May 2019. The Change in usage and % change compare current month with prior month.

Usage Comparison in thousands)

Service Type	(Prior Yr) May-19	Apr-20	May-20	Month-to-Month Change	
				Change in Usage	% Change
Irrigation	9,641	12,027	9,347	-2,680	-22.3%
Single Family	2,158	2,940	2,284	-656	-22.3%
Multi Family	6,138	7,902	6,796	-1106	-14.0%
Total	17,937	22,869	18,427	-4,442	-19.4%

- Total expenses through May were at 57.2% of the annual budget.

Debt Service – (State Revolving Loans)

- Total funding through May was 66.7% of the annual budget.
- The loan payment for the water plant on March 15, 2020 was paid on time.
- The loan payment for the water main project on May 15, 2020 was paid on time.

Capital Projects Fund – (Water Fund Improvements)

- Total funding and expenditures through May were at 6.5% of the annual budget.

Town of Hillsboro Beach

Financial Report

May 31, 2020

Prepared by



Town of Hillsboro Beach

Table of Contents

FINANCIAL STATEMENTS

<u>Balance Sheet</u>	Page 1-2
<u>General Fund</u>	
Summary of Fund	Page 3
Revenues	Page 4-5
Expenditures by Department	
Town Commission	Page 6
Town Manager	Page 7
Town Clerk	Page 8
Police	Page 9-10
Facility Services	Page 11
All Other Departments	
Finance	Page 12
Fire Rescue	Page 12
Solid Waste	Page 12
Beach Management	Page 12
Charitable Donations	Page 12
Contingency	Page 12
Interfund Transfers - Out	Page 13
Notes to the Financial Statements - General Fund	Page 14-15
<u>Special Revenue Funds</u>	
Community Bus	Page 16
Marine Law Enforcement Grant	Page 17
Permitting, P&Z, Code Compliance	Page 18
Federal Forfeitures / Asset Sharing	Page 19
<u>Debt Service Fund - Beach Loan</u>	
Statement of Revenues, Expenses and Changes in Fund Balances	Page 20
<u>Capital Projects Fund - General Fund Improvements</u>	
Statement of Revenues, Expenses and Changes in Fund Balances	Page 21-22
<u>Water Fund</u>	
Summary of Fund	Page 23
Statement of Revenues, Expenses and Changes in Net Assets	Page 24-26
Notes to the Financial Statements - Water Fund	Page 27
<u>Debt Service Fund - Water Loans</u>	
Statement of Revenues, Expenses and Changes in Net Assets	Page 28
<u>Capital Projects Fund - Water Fund Improvements</u>	
Statement of Revenues, Expenses and Changes in Net Assets	Page 29

SUPPORTING SCHEDULES

Cash and Investment Balances	Page 30
Investment Portfolio	Page 31
Town of Hillsboro Ridership Summary	Page 32

Town of Hillsboro Beach

Financial Statements

(Unaudited)

May 31, 2020



Balance Sheet
May 31, 2020

ACCOUNT DESCRIPTION	GENERAL FUNDS	SPECIAL REVENUE FUNDS	DEBT SERVICE FUNDS	CAPITAL PROJECT FUNDS	WATER FUNDS	TOTAL
<u>ASSETS</u>						
Current Assets						
Equity in Pooled Cash	\$ 4,720,422	\$ (22,727)	\$ (16,911)	\$ 163,641	\$ 2,032,272	\$ 6,876,697
Accounts Receivable	83,925	12,207	-	359,010	237,753	692,895
Allow -Doubtful Accounts	(26,072)	-	-	-	(32,305)	(58,377)
Assessments Receivable	-	-	65,736	-	-	65,736
Due From Other Gov'tl Units	29,019	59,627	-	-	-	88,646
Deferred Outflow of Resources	-	-	-	-	84,510	84,510
Fuel	3,453	-	-	-	-	3,453
Money Market Account	-	410,652	-	-	-	410,652
Prepaid Items	123,378	-	-	-	325	123,703
Deposits	350,000	-	-	-	-	350,000
Total Current Assets	5,284,125	459,759	48,825	522,651	2,322,555	8,637,915
Noncurrent Assets						
Fixed Assets						
Buildings	-	-	-	-	2,037,360	2,037,360
Accum Depr - Buildings	-	-	-	-	(727,873)	(727,873)
Distribution System	-	-	-	-	11,713,307	11,713,307
Plant Improvements	-	-	-	-	608,583	608,583
Infrastructure	-	-	-	-	102,068	102,068
Accum Depr - Infrastructure	-	-	-	-	(2,112,528)	(2,112,528)
Equipment	-	-	-	-	140,393	140,393
Meters	-	-	-	-	406,036	406,036
Vehicles	-	-	-	-	80,905	80,905
Accum Depr - Equip/Furniture	-	-	-	-	(518,478)	(518,478)
Total Noncurrent Assets	-	-	-	-	11,729,773	11,729,773
TOTAL ASSETS	\$ 5,284,125	\$ 459,759	\$ 48,825	\$ 522,651	\$ 14,052,328	\$ 20,367,688

LIABILITIES

Current Liabilities

Accounts Payable	\$ 97,116	\$ 13,364	\$ -	\$ 522,651	\$ 9,708	\$ 642,839
Accrued Expenses	95,555	28,498	-	-	4,294	128,347
DBPR/DCA/BRA Surcharges	-	946	-	-	-	946
Accounts Payable - Other	100	-	-	-	-	100
Notes/Loans Payable - Current	-	-	-	-	320,258	320,258
Compensated Absences-Current	26,244	-	-	-	-	26,244
Accrued Interest Payable	-	-	-	-	27,391	27,391
Accrued Wages Payable	43,563	-	-	-	6,469	50,032
Accrued Taxes Payable	3,115	-	-	-	493	3,608



Balance Sheet
May 31, 2020

ACCOUNT DESCRIPTION	GENERAL FUNDS	SPECIAL REVENUE FUNDS	DEBT SERVICE FUNDS	CAPITAL PROJECT FUNDS	WATER FUNDS	TOTAL
Payroll Deduction - Misc.	11,272	-	-	-	4,014	15,286
ICMA-Retirement Health Savings	2,607	-	-	-	-	2,607
Flexible Spending Account	(1,135)	-	-	-	722	(413)
Deposits	8,125	-	-	-	-	8,125
Deferred Revenue	-	-	65,736	-	-	65,736
Total Current Liabilities	289,310	42,808	65,736	522,651	373,399	1,293,904
Long-Term Liabilities						
Note/Loan Payable - LT (Water Plant)	-	-	-	-	3,382,624	3,382,624
Note/Loan Payable - LT (Water Main)	-	-	-	-	6,137,317	6,137,317
Compensated Absences-Long-Term	-	-	-	-	81,830	81,830
OPEB Liability	-	-	-	-	7,751	7,751
Deferred Inflow of Resources	-	-	-	-	10,739	10,739
Net Pension Liability	-	-	-	-	320,889	320,889
Total Long-Term Liabilities	-	-	-	-	9,941,150	9,941,150
TOTAL LIABILITIES	289,310	42,808	65,736	522,651	10,314,549	11,235,054

FUND BALANCES / NET ASSETS

Fund Balances

Nonspendable:

Prepaid Items	123,378	-	-	-	-	123,378
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Restricted for:

Special Revenue	-	421,143	-	-	-	421,143
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Unassigned:

	4,867,245	-	(16,911)	-	-	4,850,334
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Net Assets

Invested in capital assets, net of related debt	-	-	-	-	1,889,573	1,889,573
Unrestricted/Unreserved	-	-	-	-	1,848,206	1,848,206

TOTAL FUND BALANCES / NET ASSETS	\$ 4,994,815	\$ 416,951	\$ (16,911)	\$ -	\$ 3,737,779	\$ 9,132,634
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TOTAL LIABILITIES & FUND BALANCES / NET ASSETS	\$ 5,284,125	\$ 459,759	\$ 48,825	\$ 522,651	\$14,052,328	\$20,367,688
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**Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund**

For the Period Ending May 31, 2020

(66.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date May-19	Variance Fav (unfav)
FUNDING						
Revenues						
Property Taxes	\$ 4,715,939	\$ 4,578,216	\$ 137,723	97.1%	\$ 4,563,069	\$ 15,147
Other Local Taxes	270,000	177,500	92,500	65.7%	176,819	681
Intergovernmental Revenues	178,949	114,624	64,325	64.1%	119,927	(5,303)
Fines & Forfeitures	5,100	2,242	2,858	44.0%	3,417	(1,175)
Miscellaneous Revenues	45,000	38,410	6,590	85.4%	15,198	23,212
Interest Income	48,000	77,124	(29,124)	160.7%	80,094	(2,970)
Total Revenues	5,262,988	4,988,117	274,871	94.8%	4,958,524	29,593
Other Sources						
Transfer In	133,000	33,333	99,667	25.1%	62,948	(29,614)
Use / (Add't) Fund Balance	699,827	-	-	0.0%	-	-
Total Other Sources	832,827	33,333	99,667	4.0%	62,948	(29,614)
TOTAL FUNDING	6,095,815	5,021,450	374,538	82.4%	5,021,471	(21)
EXPENDITURES						
Town Commission	48,396	22,655	25,741	46.8%	23,321	666
Town Manager	357,123	209,483	147,640	58.7%	210,866	1,384
Town Clerk	252,970	117,202	135,768	46.3%	106,422	(10,781)
Police	2,880,753	1,899,115	981,638	65.9%	1,759,440	(139,675)
Facility Services	211,332	126,881	84,452	60.0%	126,732	(148)
Finance	110,639	76,083	34,556	68.8%	66,554	(9,529)
Fire Rescue	819,287	546,171	273,116	66.7%	535,409	(10,762)
Solid Waste	273,714	178,809	94,905	65.3%	178,809	-
Beaches	663,000	413,225	249,775	62.3%	527,789	114,563
Charitable Donations	6,560	4,060	2,500	61.9%	3,572	(488)
Contingency	100,000	-	100,000	0.0%	-	-
TOTAL EXPENSES	5,723,774	3,593,685	\$ 2,130,089	62.8%	3,538,915	(54,770)
Interfund Transfer - Out	372,041	330,988	41,053	89.0%	65,795	(265,193)
TOTAL EXPENDITURES	6,095,815	3,924,672	\$ 2,171,143	64.4%	3,604,710	(319,963)
Total Funding over (under)						
Expenditures	\$ -	1,096,778			\$ 1,416,762	\$ (319,984)
Fund Balance - Beginning		3,898,035				
Fund Balance - Ending		\$ 4,994,813				



General Fund - Revenue
For the Period Ending May 31, 2020

(66.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date May-19	Variance Fav (unfav)
FUNDING						
Revenues						
Property Tax						
Ad Valorem Taxes	\$ 4,891,478	\$ 4,742,705	\$ 148,773	97.0%	\$ 4,729,282	\$ 13,424
Ad Valorem Taxes - Prior Years	3,000	7,874	(4,874)	262.5%	2,947	4,927
Ad Valorem Taxes - Discounts	(178,539)	(172,363)	(6,176)	96.5%	(169,160)	(3,203)
Total - Property Tax	4,715,939	4,578,216	137,723	97.1%	4,563,069	15,147
Other Local Taxes						
FPL Franchise	230,000	150,046	79,954	65.2%	149,819	227
Local Communications Tax	40,000	27,454	12,546	68.6%	27,000	455
Total - Other Local Taxes	270,000	177,500	92,500	65.7%	176,819	681
Intergovernmental Revenues						
Occupational Licenses	1,700	453	1,247	26.7%	504	(51)
State Revenue Sharing	45,500	28,189	17,311	62.0%	30,018	(1,829)
Alcoholic Beverage License	640	636	4	99.4%	636	-
Half-Cent Sales Tax	131,109	82,733	48,376	63.1%	88,260	(5,528)
Total - Intergov. Revenues	178,949	114,624	64,325	64.1%	119,927	(5,303)
Fines & Forfeitures						
Judgments and Fines	5,000	2,242	2,758	44.8%	3,284	(1,042)
Other Fines and/or Forfeits	100	-	100	0.0%	133	(133)
Total - Fines & Forfeitures	5,100	2,242	2,858	44.0%	3,417	(1,175)
Miscellaneous Revenue						
Miscellaneous	10,000	1,307	8,693	13.1%	5,298	(3,991)
Police Reimbursement	20,000	27,303	(7,303)	136.5%	-	27,303
Lien Search Fee	15,000	9,800	5,200	65.3%	9,900	(100)
Total - Misc. Revenue	45,000	38,410	6,590	85.4%	15,198	23,212
Interest Income						
Interest - Investments	75,000	60,748	14,252	81.0%	36,809	23,939
Interest - Tax Collector	3,000	2,863	137	95.4%	3,147	(284)
Net Incr (Decr) In FMV-Invest	(30,000)	13,513	(43,513)	-45.0%	40,137	(26,625)
Total - Interest Income	48,000	77,124	(29,124)	160.7%	80,094	(2,970)
Total Revenue	5,262,988	4,988,117	274,871	94.8%	4,958,524	29,593



General Fund - Revenue
For the Period Ending May 31, 2020

(66.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date May-19	Variance Fav (unfav)
Transfer In						
Water Fund	50,000	33,333	16,667	66.7%	33,333	-
Special Rev. - Permits, P&Z	83,000	-	83,000	0.0%	29,614	(29,614)
Total - Transfer In	133,000	33,333	99,667	25.1%	62,948	(29,614)
Use / (Add't) Fund Balance	699,827	-	699,827	0.0%	-	-
TOTAL FUNDING	6,095,815	5,021,450	1,074,365	82.4%	5,021,471	(21)



General Fund - Town Commission

For the Period Ending May 31, 2020

(66.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR		
					Year to Date May-19	Variance Fav (unfav)	
Personal Services							
Mayor/Commission Stipend	\$ 28,800	\$ 19,200	\$ 9,600	66.7%	\$ 19,200	\$ -	
FICA	2,203	1,469	734	66.7%	1,469	-	
Total Personal Services	31,003	20,669	10,334	66.7%	20,669	-	
Operating Expenses							
Election Fees	7,893	108	7,785	1.4%	162	54	
Conferences/Seminars	6,000	-	6,000	0.0%	-	-	
Mayor/Commission Expense	3,500	1,878	1,622	53.7%	2,490	612	
Total Operating Expenses	17,393	1,986	15,407	11.4%	2,652	666	
TOTAL COMMISSION	\$ 48,396	\$ 22,655	\$ 25,741	46.8%	\$ 23,321	\$ 666	



General Fund - Town Manager

For the Period Ending May 31, 2020

(66.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date May-19	Variance Fav (unfav)
Personal Services						
Salaries	\$ 132,860	\$ 89,421	\$ 43,439	67.3%	\$ 87,000	\$ (2,421)
Payroll - Vacation	11,856	-	11,856	0.0%	-	-
Car Allowance	6,000	3,750	2,250	62.5%	4,000	250
FICA	11,530	6,874	4,656	59.6%	6,686	(188)
Florida Retirement System	36,772	23,590	13,182	64.2%	54,307	30,717
401 (A) Plan	-	-	-	n/a	7,500	7,500
Health and Life Insurance	16,659	11,919	4,740	71.5%	10,200	(1,719)
Workers' Comp Insurance	346	131	215	37.9%	127	(4)
Unemployment Compensation	500	-	500	0.0%	-	-
Total Personal Services	216,523	135,685	80,838	62.7%	169,820	34,135
Operating Expenses						
Town Attorney	65,000	67,760	(2,760)	104.2%	36,542	(31,218)
Prof. Services - IT Services	9,100	4,858	4,243	53.4%	2,400	(2,458)
Contracts - Other Services	2,000	600	1,400	30.0%	-	(600)
Prof. Services - Lobbyist	60,000	-	60,000	0.0%	-	-
Miscellaneous	1,000	-	1,000	0.0%	121	121
Computer Expense / Supplies	1,000	-	1,000	0.0%	-	-
Training Expenses	2,500	581	1,919	23.2%	-	(581)
Town Events	-	-	-	n/a	1,984	1,984
Total Operating Expenses	140,600	73,798	66,802	52.5%	41,047	(32,751)
TOTAL TOWN MANAGER	\$ 357,123	\$ 209,483	\$ 147,640	58.7%	\$ 210,866	\$ 1,384



General Fund - Town Clerk
For the Period Ending May 31, 2020

(66.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date May-19	Variance Fav (unfav)
Personal Services						
Salaries	\$ 114,726	\$ 48,859	\$ 65,867	42.6%	\$ 45,984	\$ (2,875)
Payroll - Vacation	2,301	920	1,381	40.0%	-	(920)
FICA	8,953	3,786	5,167	42.3%	3,514	(273)
Florida Retirement System	9,912	4,244	5,668	42.8%	3,913	(331)
Health and Life Insurance	28,397	12,012	16,385	42.3%	9,318	(2,694)
Workers' Comp Insurance	299	113	186	37.9%	125	11
Unemployment Compensation	250	-	250	0.0%	-	-
Total Personal Services	164,838	69,935	94,903	42.4%	62,853	(7,082)
Operating Services						
Coding Ordinance	3,000	2,284	716	76.1%	-	(2,284)
Prof. Services- Digitize records	15,000	-	15,000	0.0%	-	-
Temporary Labor	-	10,378	(10,378)	n/a	15,257	4,878
Contracts - Other Services	4,000	4,820	(820)	120.5%	2,349	(2,471)
Software Maintenance/Support	7,465	5,182	2,283	69.4%	2,583	(2,599)
Postage and Freight	2,500	1,453	1,047	58.1%	839	(614)
Copier	5,600	4,275	1,325	76.3%	3,231	(1,044)
Advertising	15,000	4,571	10,429	30.5%	4,951	380
Office Supplies	5,900	2,346	3,554	39.8%	2,416	70
Website Support	4,967	3,311	1,656	66.7%	414	(2,897)
Subscriptions and Memberships	5,700	3,676	2,024	64.5%	5,197	1,521
Office Equipment	1,000	-	1,000	0.0%	-	-
Training Expenses	3,500	597	2,903	17.1%	2,006	1,409
Resident Mailings	14,500	4,373	10,127	30.2%	4,326	(47)
Total Operating Services	88,132	47,267	40,865	53.6%	43,568	(3,699)
TOTAL TOWN CLERK	\$ 252,970	\$ 117,202	\$ 135,768	46.3%	\$ 106,422	\$ (10,781)



General Fund - Police
For the Period Ending May 31, 2020

(66.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date	Variance
					May-19	Fav (unfav)
Personal Services						
Salaries	\$ 1,537,597	\$ 1,040,346	\$ 497,251	67.7%	\$ 981,476	\$ (58,870)
Paid Holidays	50,187	41,237	8,950	82.2%	33,891	(7,345)
Overtime	20,000	21,121	(1,121)	105.6%	11,290	(9,831)
Overtime - Task Force	20,000	13,355	6,645	66.8%	-	(13,355)
Sick Leave Cash Out	30,000	30,638	(638)	102.1%	28,010	(2,628)
Incentive	17,270	9,020	8,250	52.2%	11,444	2,424
FICA	130,462	89,197	41,265	68.4%	82,432	(6,765)
Florida Retirement System	361,695	246,753	114,942	68.2%	244,278	(2,475)
Health and Life Insurance	419,330	265,810	153,520	63.4%	233,435	(32,376)
Workers' Comp Insurance	57,694	21,879	35,815	37.9%	23,505	1,627
Tuition Reimbursement	2,250	-	2,250	0.0%	-	-
AD&D Insurance	887	448	439	50.5%	561	113
Unemployment Compensation	1,000	-	1,000	0.0%	-	-
Total Personal Services	2,648,372	1,779,804	868,568	67.2%	1,650,322	(129,482)
Operating Expenses						
Contracts - Other Services	27,650	8,365	19,285	30.3%	7,718	(646)
Town Attorney	20,000	-	20,000	0.0%	1,530	1,530
Prof. Services - IT Services	9,000	1,053	7,948	11.7%	2,688	1,635
Telephone Services	4,100	2,464	1,636	60.1%	2,896	432
Mobile Phones	7,300	2,437	4,863	33.4%	2,615	178
Postage	500	56	444	11.3%	22	(34)
Electricity	8,500	5,249	3,251	61.8%	5,603	353
Liability and Property Insurance	26,396	13,442	12,954	50.9%	14,187	745
Building Repairs & Maintenance	3,000	198	2,802	6.6%	3,211	3,013
Radio Maintenance	2,100	-	2,100	0.0%	-	-
Auto Repairs and Maintenance	25,000	15,733	9,267	62.9%	8,296	(7,438)
Boat Repairs and Maintenance	15,000	9,870	5,130	65.8%	10,943	1,072
ATV Repairs and Maintenance	1,500	146	1,354	9.8%	78	(68)
Rental - Vehicles	-	6,495	(6,495)	n/a	3,588	(2,907)
Copier	2,700	2,164	536	80.2%	1,741	(423)
Miscellaneous Services	1,500	20	1,480	1.3%	1,220	1,200
Internet Service	6,100	4,425	1,675	72.5%	3,566	(859)
Physical Examinations	750	435	315	58.0%	260	(175)
Office Supplies	3,000	628	2,372	20.9%	1,280	652
Operating Supplies	6,000	5,629	371	93.8%	2,609	(3,019)
Fuel & Oil	36,000	17,853	18,147	49.6%	18,855	1,002



General Fund - Police
For the Period Ending May 31, 2020

(66.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date May-19	Variance Fav (unfav)
Uniforms Supplies	7,000	7,058	(58)	100.8%	4,901	(2,157)
Investigation Division	1,500	491	1,009	32.7%	16	(475)
Subscriptions and Memberships	1,785	1,945	(160)	109.0%	1,281	(664)
Weapons & Specialty Gear	2,000	-	2,000	0.0%	998	998
Education / Training	14,000	13,155	845	94.0%	9,017	(4,139)
Total Operating Expenses	232,381	119,311	113,070	51.3%	109,118	(10,192)
TOTAL POLICE	\$ 2,880,753	\$ 1,899,115	\$ 981,638	65.9%	\$ 1,759,440	\$ (139,675)



General Fund - Facility Services

For the Period Ending May 31, 2020

(66.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date May-19	Variance Fav (unfav)
Personal Services						
Salaries	\$ 48,818	\$ 33,347	\$ 15,471	68.3%	\$ 32,236	\$ (1,111)
Vacation Leave Cash Out	3,755	1,878	1,877	50.0%	2,204	327
Sick Leave Cash Out	1,876	1,690	186	90.1%	1,469	(220)
FICA	4,165	2,824	1,341	67.8%	2,748	(76)
Florida Retirement System	4,612	2,901	1,711	62.9%	3,039	138
Health and Life Insurance	33,417	19,614	13,803	58.7%	18,643	(971)
Workers' Comp Insurance	3,892	1,476	2,416	37.9%	1,511	35
Total Personal Services	100,535	63,729	36,806	63.4%	61,851	(1,878)
Operating Expenses						
Telephone Service	5,000	5,136	(136)	102.7%	3,202	(1,934)
Utility - Water	6,500	4,412	2,088	67.9%	4,025	(387)
Electricity	4,000	2,393	1,607	59.8%	2,680	287
Utility - Sewer	900	495	405	55.0%	557	62
Internet Service	5,500	3,445	2,055	62.6%	2,896	(549)
Liability and Property Insurance	20,497	11,215	9,282	54.7%	11,624	409
Pest Control - Building/Grounds	1,200	769	431	64.1%	727	(41)
R&M - Equipment	10,000	1,242	8,758	12.4%	14,161	12,919
R&M - Grounds	2,000	569	1,431	28.5%	-	(569)
Landscape Maintenance	10,000	2,550	7,450	25.5%	6,567	4,017
Town Hall Maint. / Repairs	8,000	1,916	6,084	24.0%	2,830	914
Generator Maint. Contract	5,200	2,202	2,998	42.3%	620	(1,582)
R&M - Bocce Court	1,000	2,488	(1,488)	248.8%	-	(2,488)
Operating Supplies - General	4,000	5,895	(1,895)	147.4%	1,460	(4,435)
Town Events	25,000	18,425	6,575	73.7%	-	(18,425)
A/C Maintenance Contract	2,000	-	2,000	0.0%	-	-
Total Operating Expenses	110,797	63,152	47,645	57.0%	64,882	1,730
TOTAL FACILITY SERVICES	\$ 211,332	\$ 126,881	\$ 84,452	60.0%	\$ 126,732	\$ (148)



General Fund - Other Departments

For the Period Ending May 31, 2020

(66.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date May-19	Variance Fav (unfav)
Finance						
Auditing Services	\$ 19,500	\$ 13,125	\$ 6,375	67.3%	\$ 6,463	\$ (6,662)
Accounting/Financial Services	84,389	57,375	27,014	68.0%	53,636	(3,739)
Investment Services	6,000	5,448	552	90.8%	6,052	604
Bank Fees	750	135	615	18.1%	403	267
Total Finance Expense	110,639	76,083	34,556	68.8%	66,554	(9,529)
Fire Rescue						
Fire Service Agreement	819,287	546,171	273,116	66.7%	535,409	(10,762)
Total Fire Rescue Expense	819,287	546,171	273,116	66.7%	535,409	(10,762)
Solid Waste						
Contracts Services	273,714	178,809	94,905	65.3%	178,809	-
Total Solid Waste Expense	273,714	178,809	94,905	65.3%	178,809	-
Beach Management						
Engineering – Monitoring (2018 Proj.)	49,000	-	49,000	0.0%	39,016	39,016
Engineering – FIND Sand Project	5,000	115	4,885	2.3%	-	(115)
Engineering – Legal Matters	82,000	16,173	65,827	19.7%	37,878	21,705
Engineering – Other	15,000	2,675	12,325	17.8%	-	(2,675)
Beach Attorney	500,000	391,347	108,653	78.3%	441,394	50,048
Beach Salvage (Boat removal)	2,000	-	2,000	0.0%	2,500	2,500
Buoys	10,000	2,916	7,084	29.2%	7,000	4,084
Total Beach Management Expense	663,000	413,225	249,775	62.3%	527,789	114,563
Charitable Donations						
Lighthouse Preservation Contrib.	2,500	-	2,500	0.0%	-	-
Area Council on Aging Contrib.	4,060	4,060	-	100.0%	3,572	(488)
Total Charitable Donations	6,560	4,060	2,500	61.9%	3,572	(488)
Contingency	100,000	-	100,000	0.0%	-	-
Total Expense before Transfer Out	1,973,200	1,218,349	754,851		1,312,133	93,784



General Fund - Other Departments

For the Period Ending May 31, 2020

(66.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date May-19	Variance Fav (unfav)
Transfer Out						
To Transportation Fund	17,041	-	17,041	0.0%	12,155	12,155
To Permitting, P&Z, Code Enf. Fund	-	12,737	(12,737)	n/a	-	(12,737)
To General Fund CIP	355,000	318,251	36,749	89.6%	53,640	(264,611)
Total Transfer Out	372,041	330,988	41,053	89.0%	\$ 65,795	\$ (265,193)
TOTAL OTHER DEPARTMENTS	\$ 2,345,241	\$ 1,549,337	\$ 795,904	66.1%	\$ 1,377,928	\$ (171,409)
TOTAL GENERAL FUND EXPENDITURES	\$ 6,095,815	\$ 3,924,672	\$ 2,171,143	64.4%	\$ 3,604,710	\$ (319,963)



Notes to the Financial Statements - General Fund May 31, 2020

The notes below are intended to provide additional information helpful when reviewing the financial statements. Per the Adopted Budget, the revenues and expenditures should be at 66.67% through May. Below is an analysis of revenues and expenditures that have significant variances compared to the budget.

Variance Analysis

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Revenues				
Interest - Investments	75,000	60,748	81.0%	Interest on BankUnited Money Market and investments
Ad Valorem Taxes	4,891,478	4,742,705	97.0%	Collections were at 97.7% at this time last year
FPL Franchise	230,000	150,046	65.2%	Accrued revenue from FPL
Communication Services Taxes	40,000	27,454	68.6%	Revenue from the State
Interest - Tax Collector	3,000	2,863	95.4%	Quarterly interest on assessments collected
Police Reimbursement	20,000	27,303	136.5%	Reimbursable DEA overtime and car rental
Expenditures				
<u>Town Manager</u>				
Life and Health Insurance	16,659	11,919	71.5%	Monthly insurance paid to City of N Miami Beach, plus additional life insurance
Town Attorney	65,000	67,760	104.2%	Includes general matters, Seagrape appeal
<u>Town Clerk</u>				
Coding Ordinance	3,000	2,284	76.1%	Code of Ordinance supplemental pages, Municode
Temporary Labor	-	10,378	0.0%	Temporary Administrative Assistant
Contracts - Other Services	4,000	4,820	120.5%	Summary and special meeting minutes, videography, Infinisource, conference calls
Software Maintenance/Support	7,465	5,182	69.4%	DCR software maintenance, Laserfiche support, CivicClerk agenda management
Copier	5,600	4,275	76.3%	Copier lease, copies, storage fees
<u>Police</u>				
Paid Holidays	50,187	41,237	82.2%	Paid for holidays
Overtime	20,000	21,121	105.6%	Staffing during vacations, sick time and COVID
Overtime - Task Force	20,000	13,355	66.8%	DEA overtime
Sick Leave Cash Out	30,000	30,638	102.1%	Paid out annually in December
Rental - Vehicle	-	6,495	0.0%	Rental of vehicles for special duty
Copier	2,700	2,164	80.2%	Copier lease and copies which includes copies of records
Internet Service	6,100	4,425	72.5%	Monthly internet service with Comcast and Google
Operating Supplies	6,000	5,629	93.8%	Supplies, fire supplies, bio hazard/anti-microbial supplies, handgun & rifle ammunition, weapon light, key fobs
Uniforms Supplies	7,000	7,058	100.8%	Trousers, polos, badges, embroidery, bulletproof vests/carriers, marine unit shirts
Subscriptions and Memberships	1,785	1,945	109.0%	Annual memberships for FPCA, BCCPA, IACP, NIGP SEFL, FBINAA and Haz Mat license renewal
Education / Training	14,000	13,155	94.0%	Power Standards software, FL Law Enforcement handbook, FLPCA Chief Executive training, PowerDMS software, conferences, hotels, FLMLUR, Glock/rifle range training, food for training



**Notes to the Financial Statements - General Fund
May 31, 2020**

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Expenditures (continued)				
<u>Facility Services</u>				
Payroll-Salaries	48,818	33,347	68.3%	Maintenance worker's salary includes overtime for events
Sick Leave Cash Out	1,876	1,690	90.1%	Paid out annually in December
Telephone Service	5,000	5,136	102.7%	Monthly phone service from AT&T increased more than expected
Utility - Water	6,500	4,412	67.9%	Monthly water charges including irrigation and car washing
R&M - Bocce Court	1,000	2,488	248.8%	Repaired bocce court water fountain, resurface court, clay bags
Operating Supplies - General	4,000	5,895	147.4%	Operating supplies plus (3) Samsung 55" TVs and mounting arms
Town Events	25,000	18,425	73.7%	Shredding event, Holiday lighting, Hounds of Hillsboro
<u>Finance</u>				
Investment Services	6,000	5,448	90.8%	Monthly and quarterly investment fees
<u>Beach Management</u>				
Beach Attorney	500,000	391,347	78.3%	Deerfield Beach issue
<u>Charitable Donations</u>				
Area Council on Aging Contrib.	4,060	4,060	100.0%	Paid in full for year.



**Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Transportation (Community Bus)**

For the Period Ending May 31, 2020

(66.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date May-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Local Option Gas Tax	35,971	21,908	14,063	60.9%	22,741	(833)
County Transportation Grant	28,888	48,203	(19,315)	166.9%	13,775	34,428
Total Revenues	64,859	70,111	(5,252)	108.1%	36,516	33,595
<u>Other Sources</u>						
Transfer In	17,041	-	17,041	0.0%	12,155	(12,155)
Total Other Sources	17,041	-	17,041	0.0%	12,155	(12,155)
TOTAL FUNDING	81,900	70,111	11,789	85.6%	48,671	21,440
<u>EXPENDITURES</u>						
Contractual Services	81,900	48,203	33,697	58.9%	48,671	468
TOTAL EXPENDITURES	81,900	48,203	33,697	58.9%	48,671	468
Total Funding over (under)						
Expenditures	\$ -	21,908			\$ -	\$ 21,908
Fund Balance - Beginning		-				
Fund Balance - Ending		\$ 21,908				



Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Marine Law Enforcement Grant
For the Period Ending May 31, 2020

(66.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date May-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Marine Law Enforcement Grant	30,336	15,515	14,822	51.1%	13,616	1,899
Total Revenues	30,336	15,515	14,822	51.1%	13,616	1,899
TOTAL FUNDING	30,336	15,515	14,822	51.1%	13,616	1,899
<u>EXPENDITURES</u>						
Police Wages	30,336	15,515	14,822	51.1%	13,616	(1,899)
TOTAL EXPENDITURES	30,336	15,515	14,822	51.1%	13,616	(1,899)
Total Funding over (under)						
Expenditures	<u>\$ -</u>	<u>-</u>			<u>\$ -</u>	<u>\$ -</u>
Fund Balance - Beginning			-			
Fund Balance - Ending		<u>\$ -</u>	-			



Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Permitting, P&Z, Code Compliance
For the Period Ending May 31, 2020

(66.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date May-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Building Permit Fees	300,000	216,617	83,383	72.2%	160,237	56,380
Building Admin Fees	123,000	250	122,750	0.2%	52,181	(51,931)
Planning & Zoning Fees	10,000	3,700	6,300	37.0%	2,135	1,565
Fire Fees	-	850	(850)	n/a	-	850
Total Revenues	433,000	221,417	211,583	51.1%	214,553	6,864
<u>Other Sources</u>						
Transfer In	-	12,737	(12,737)	n/a	-	12,737
Total Other Sources	-	12,737	(12,737)	n/a	-	12,737
TOTAL FUNDING	433,000	234,154	198,846	54.1%	214,553	19,601
<u>EXPENDITURES</u>						
ProfServ-Building Permits - RMA	30,000	21,125	8,875	70.4%	21,550	425
ProfServ-General Admin - RMA	15,000	7,625	7,375	50.8%	7,750	125
ProfServ-Site Planning - RMA	10,000	9,025	975	90.3%	3,125	(5,900)
ProfServ-Building Permits - CGA	255,000	183,656	71,344	72.0%	132,587	(51,069)
ProfServ-Engineering - Other	10,000	1,400	8,600	14.0%	5,776	4,376
Code Compliance	30,000	8,157	21,843	27.2%	10,505	2,348
Credit Card Processing Fees	-	3,166	(3,166)	n/a	3,645	479
Total Building, P&Z, and Code	350,000	234,154	115,846	66.9%	184,938	(49,215)
Transfer to General Fund	83,000	-	83,000	0.0%	29,614	29,614
TOTAL EXPENDITURES	433,000	234,154	198,846	54.1%	214,553	(19,601)
Total Funding over (under)						
Expenditures	\$ -	-			\$ -	\$ -
Fund Balance - Beginning		-				
Fund Balance - Ending		\$ -				



Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Federal Forfeitures / Asset Sharing
For the Period Ending May 31, 2020

(66.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date May-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Federal Forfeitures	-	117,170	(117,170)	n/a	266,553	(149,383)
Interest Income	-	1,997	(1,997)	n/a	87	1,910
Total Revenues	-	119,167	(119,167)	n/a	266,640	(147,473)
TOTAL FUNDING	-	119,167	(119,167)	n/a	266,640	(147,473)
<u>EXPENDITURES</u>						
Police						
Police Cars/Equipment	-	15,610	(15,610)	n/a	-	(15,610)
Total Police Cars/Equipment	-	15,610	(15,610)	n/a	-	(15,610)
TOTAL EXPENDITURES	-	15,610	(15,610)	n/a	-	(15,610)
Total Funding over (under)						
Expenditures	\$	-	103,557		\$	266,640 \$ (163,083)
Fund Balance - Beginning			291,485			
Fund Balance - Ending		\$	395,042			



Statement of Revenues, Expenditures and Changes in Fund Balances
Debt Service Fund - (Beach Loan)
For the Period Ending May 31, 2020

(66.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date May-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Special Assents- Tax Collector	\$ 750,523	\$ 727,033	\$ 23,490	96.9%	\$ 733,707	\$ (6,673)
Interest - Tax Collector	-	473	(473)	n/a	555	(82)
Total Revenues	750,523	727,506	23,017	96.9%	734,262	(6,756)
TOTAL FUNDING 750,523 727,506 23,017 96.9% 734,262 (6,756)						
<u>EXPENDITURES</u>						
Debt Service Expenses						
Principal Debt Retirement	655,740	1,331,440	(675,700)	203.0%	636,529	(694,911)
Interest Expense	40,214	38,534	1,680	95.8%	59,433	20,898
Debt Service Contingency	54,569	-	54,569	0.0%	-	-
Total Debt Service Expense	750,523	1,369,975	(619,452)	182.5%	695,962	-674,013
TOTAL EXPENDITURES	750,523	1,369,975	(619,452)	182.5%	695,962	(674,013)
Total Funding over (under)						
Expenditures	\$ -	(642,468)			38,300	\$ (680,768)
Fund Balance - Beginning		625,558				
Fund Balance - Ending		\$ (16,911)				



Statement of Revenues, Expenditures and Changes in Fund Balances
Capital Projects Fund - (General Fund Improvements)
For the Period Ending May 31, 2020

(66.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date May-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
FEMA reimbursement	\$ 4,631,156	\$ 525	\$ 4,630,631	0.0%	\$ -	\$ 525
Total Revenues	4,631,156	525	4,630,631	0.0%	-	525
Other Sources						
Transfer From General Fund	355,000	318,251	36,749	89.6%	53,640	264,611
Loan Proceeds	500,000	3,573,979	(3,073,979)	714.8%	-	3,573,979
Total Other Sources	855,000	3,892,230	(3,037,230)	455.2%	53,640	3,838,590
TOTAL FUNDING	5,486,156	3,892,755	1,593,401	71.0%	53,640	3,839,115
<u>EXPENDITURES</u>						
Land Purchase						
Town Attorney	-	48,095	(48,095)	n/a	-	(48,095)
Postage	-	1,474	(1,474)	n/a	-	(1,474)
Miscellaneous Services	-	3,165	(3,165)	n/a	-	(3,165)
Contracts - Other Services	-	13,675	(13,675)	n/a	-	(13,675)
Total Land Purchase Expense	-	66,409	(66,409)	n/a	-	(66,409)
Beach Projects						
Engineering – FY20 Project	223,111	145,798	77,313	65.3%	-	(145,798)
Construction – FY20 Project	4,408,045	3,652,569	755,476	82.9%	-	(3,652,569)
Total Beach Project Expense	4,631,156	3,798,367	832,789	82.0%	-	(3,798,367)
Miscellaneous						
Buoy Relocation	130,000	20,124	109,876	15.5%	-	(20,124)
FPL Utility Design	80,000	995	79,005	1.2%	23,161	22,166
Police Cars / Equipment	70,000	-	70,000	0.0%	30,479	30,479
Police Computers	-	6,859	(6,859)	n/a	-	(6,859)
Comm. Chambers Upgrade	500,000	-	500,000	0.0%	-	-
Comm. Chambers - Monitors	5,000	-	5,000	0.0%	-	-
Roof - Emerg. Generator Bldg	5,000	-	5,000	0.0%	-	-
Roof - Police Building	65,000	-	65,000	0.0%	-	-
Total Misc. Expense	855,000	27,978	827,022	3.3%	53,640	25,662
TOTAL EXPENDITURES	5,486,156	3,892,755	1,593,401	71.0%	53,640	(3,839,115)



Statement of Revenues, Expenditures and Changes in Fund Balances
Capital Projects Fund - (General Fund Improvements)
For the Period Ending May 31, 2020

(66.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date May-19	Variance Fav (unfav)
Total Funding over (under)						
Expenditures	\$ -	-			\$ -	\$ 7,678,230
Fund Balance - Beginning			-			
Fund Balance - Ending		\$ -				



**Statement of Revenues, Expenditures and Changes in Fund Balances
Water Fund (Summary)**

For the Period Ending May 31, 2020

(66.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date May-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenue						
Water Service Revenue	\$ 1,282,000	\$ 895,443	\$ 386,557	69.8%	\$ 865,736	\$ 29,707
Water Surcharge	346,700	231,419	115,281	66.7%	231,102	318
Other Miscellaneous Revenue	132,721	113,028	19,693	85.2%	104,127	8,902
Total Revenue	1,761,421	1,239,891	521,530	70.4%	1,200,965	38,926
Other Sources						
Transfer In	512,496	314,582	197,914	61.4%	369,148	(54,566)
Loan Proceeds	590,000	-	590,000	0.0%	2,076,199	(2,076,199)
Use (Add to) Net Assets	73,204	-	73,204	0.0%	-	-
Total Other Sources	1,175,700	314,582	861,118	26.8%	2,445,346	(2,130,765)
TOTAL FUNDING	2,937,121	1,554,472	1,382,649	52.9%	3,646,311	(2,091,839)
EXPENSES						
Personal Services	518,776	336,113	182,663	64.8%	299,545	(36,568)
Operating Expenses	406,653	166,887	239,766	41.0%	173,421	6,534
Debt Service Expenses	783,290	581,328	201,962	74.2%	391,663	(189,665)
Capital Projects	633,500	22,021	611,479	3.5%	2,114,125	2,092,103
Repair & Renewal	65,000	23,230	41,770	35.7%	86,264	63,033
Transfer Out	562,496	347,915	214,581	61.9%	402,481	54,566
TOTAL EXPENSES	2,969,715	1,477,494	1,492,221	49.8%	3,467,499	1,990,004
Total Funding over (under)						
Expenses	<u>\$ (32,594)</u>	<u>\$ 76,978</u>			<u>\$ 178,812</u>	<u>\$ (4,081,843)</u>
Net Assets - Beginning		3,660,800				
Net Assets - Ending		\$ 3,737,777				



Statement of Revenues, Expenses and Changes in Net Assets
Water Fund (Operations)
For the Period Ending May 31, 2020

(66.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date May-19	Variance Fav (unfav)
FUNDING						
Revenue						
Water Service						
Water-Base Rate	\$ 472,000	\$ 314,712	\$ 157,288	66.7%	\$ 314,016	\$ 696
Water-Usage	810,000	580,731	229,269	71.7%	551,720	29,011
Total Water Service Revenue	1,282,000	895,443	386,557	69.8%	865,736	29,707
Other Revenue						
Miscellaneous Revenues	5,500	1,441	4,059	26.2%	2,860	(1,419)
Sprint Spectrum Cell Tower	63,149	63,149	(0)	100.0%	60,721	2,429
T-Mobile Cell Tower	33,072	21,327	11,745	64.5%	3,680	17,647
Hillsboro Inlet	6,000	3,900	2,100	65.0%	4,000	(100)
Interest	30,000	18,166	11,834	60.6%	11,341	6,825
Net Incr (Decr) In FMV-Invest	(5,000)	5,045	(10,045)	-100.9%	14,985	(9,940)
Total Other Revenue	132,721	113,028	19,693	85.2%	97,587	15,442
Use (Add to) Net Assets	73,204	-	73,204	0.0%	-	-
TOTAL FUNDING	1,487,925	1,008,471	479,454	67.8%	963,323	45,148
EXPENSES						
Personal Services						
Salaries	333,415	217,566	115,849	65.3%	204,427	(13,139)
Payroll - Vacation	15,187	14,798	389	97.4%	-	(14,798)
Overtime	25,000	14,745	10,255	59.0%	18,871	4,127
Sick Leave Cash Out	8,065	3,397	4,668	42.1%	-	(3,397)
FICA	28,036	18,849	9,187	67.2%	16,811	(2,038)
Florida Retirement System	32,327	19,832	12,495	61.3%	19,072	(760)
Health and Life Insurance	50,623	37,210	13,413	73.5%	30,417	(6,793)
Workers' Comp Insurance	25,623	9,717	15,906	37.9%	9,946	230
Unemployment Compensation	500	-	500	0.0%	-	-
Total Personal Services	518,776	336,113	182,663	64.8%	299,545	(36,568)



**Statement of Revenues, Expenses and Changes in Net Assets
Water Fund (Operations)**

For the Period Ending May 31, 2020

(66.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date	Variance
					May-19	Fav (unfav)
Operating Expenses						
Auditing Services	16,500	6,875	9,625	41.7%	4,537	(2,338)
Contracts - Other Services	750	-	750	0.0%	-	-
Postage and Freight	1,000	-	1,000	0.0%	84	84
Telephone Service	7,200	4,683	2,517	65.0%	4,503	(180)
Electricity	53,000	31,945	21,055	60.3%	32,334	388
Liability and Property Insurance	52,653	27,463	25,190	52.2%	30,025	2,562
Maint - Distribution System	5,000	5,300	(300)	106.0%	1,940	(3,360)
Maint - Bldgs / Grounds	15,000	8,419	6,581	56.1%	4,881	(3,538)
Maint - SCADA System	10,000	-	10,000	0.0%	-	-
Repair & Maint - Equipment	32,000	14,376	17,624	44.9%	25,405	11,028
Tools and Equipment	1,000	509	491	50.9%	248	(261)
Advertising	1,000	-	1,000	0.0%	-	-
Bank Fees	200	-	200	0.0%	-	-
Licenses & Permits	5,400	1,381	4,019	25.6%	122	(1,259)
Office Supplies	1,500	669	831	44.6%	1,115	446
Computer Expense	6,000	3,908	2,092	65.1%	3,574	(334)
Uniform Supplies	5,500	4,566	934	83.0%	3,612	(954)
Fuel and Oil	5,600	2,544	3,056	45.4%	3,102	558
Sand Change	8,000	4,688	3,312	58.6%	4,095	(593)
Chemicals - Water Treatment	85,000	46,364	38,636	54.5%	49,977	3,612
Lab Test Analysis & Supplies	12,500	2,917	9,583	23.3%	3,775	858
Subscriptions and Memberships	350	280	70	79.9%	93	(187)
Water Conservation Program	3,000	-	3,000	0.0%	-	-
Security Assessment	20,000	-	20,000	0.0%	-	-
Operational Assessment	50,000	-	50,000	0.0%	-	-
Water Sufficiency Assessment	8,500	-	8,500	0.0%	-	-
Total Operating Expenses	406,653	166,887	239,766	41.0%	173,421	6,534
Total Exp. Before Transfer Out	925,429	503,000	422,429	54.4%	472,967	(30,033)
Transfer Out						
General Fund	50,000	33,333	16,667	66.7%	33,333	-
Water Debt Service Fund	403,996	269,331	134,665	66.7%	269,331	-
Water CIP Fund	108,500	45,251	63,249	41.7%	99,817	54,566
Total Transfer Out	562,496	347,915	214,581	61.9%	402,481	54,566
TOTAL EXPENSES	1,487,925	850,915	637,010	57.2%	875,448	24,533



Statement of Revenues, Expenses and Changes in Net Assets
Water Fund (Operations)
For the Period Ending May 31, 2020

(66.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date May-19	Variance Fav (unfav)
Total Funding over (under)						
Expenses	\$ -	157,556			\$ 87,875	\$ 69,681
Net Assets - Beginning		2,689,161				
Net Assets - Ending		<u><u>\$ 2,846,717</u></u>				



Notes to the Financial Statements - Water Fund May 31, 2020

The notes below are intended to provide additional information helpful when reviewing the financial statements. Per the Adopted Budget, the revenues and expenses should be at 66.67% through May. Below is an analysis of revenues and expenses that have significant variances compared to the budget.

Variance Analysis

Account Name	Amended Budget	YTD Actual	% of Budget	Explanation
Revenues				
Water-Usage	810,000	580,731	71.7%	Monthly charges for Water Usage-overage due to water leaks
Miscellaneous Revenues	5,500	1,441	26.2%	Monthly revenue from late charges
Sprint Spectrum	63,149	63,149	100.0%	Annual lease paid in April
Expenses				
<u>Operating</u>				
Payroll - Vacation	15,187	14,798	97.4%	Paid out annually in December
Life and Health Insurance	50,623	37,210	73.5%	Health insurance increased in January by \$500 per month
Maint - Distribution System	5,000	5,300	106.0%	Locate service, marking paint, 2 meters for 1207 HM, new chart recorder
Uniform Supplies	5,500	4,566	83.0%	Monthly uniform service, safety equipment, rain coats, new t-shirts
Subscriptions and Memberships	350	280	79.9%	FL Rural Water membership and Costo membership



Statement of Revenues, Expenses and Changes in Net Assets
Water Debt Service Fund - (State Revolving Loans)
For the Period Ending May 31, 2020

(66.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date May-19	Variance Fav (unfav)
FUNDING						
Revenues						
Water Surcharge	\$ 346,700	\$ 231,419	\$ 115,281	66.7%	\$ 231,102	\$ 318
Total Revenues	346,700	231,419	115,281	66.7%	231,102	318
Other Sources						
Operating Transfers-In	403,996	269,331	134,665	66.7%	269,331	-
Total Other Sources	403,996	269,331	134,665	66.7%	269,331	-
TOTAL FUNDING	750,696	500,750	249,946	66.7%	500,432	318
EXPENSES						
Debt Service Expenses						
<i>State Revolving Loan - Water Plant</i>						
Principal Debt Retirement	316,288	157,193	159,095	49.7%	153,457	(3,736)
Interest Expense	87,708	44,805	42,903	51.1%	48,541	3,736
<i>State Revolving Loan - Water Main Project</i>						
Principal Debt Retirement	308,269	315,555	(7,286)	102.4%	162,102	(153,454)
Interest Expense	71,025	63,775	7,250	89.8%	27,563	(36,211)
Total Debt Services Expenses	783,290	581,328	201,962	74.2%	391,663	(189,665)
TOTAL EXPENSES	783,290	581,328	201,962	74.2%	391,663	(189,665)
Total Funding over (under)						
Expenses	\$ (32,594)	(80,578)			\$ 108,769	\$ (189,347)
Net Assets - Beginning		971,639				
Net Assets - Ending		\$ 891,061				



Statement of Revenues, Expenses and Changes in Net Assets
Capital Projects Fund - (Water Fund Improvements)
For the Period Ending May 31, 2020

(66.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date May-19	Variance Fav (unfav)
FUNDING						
Revenues						
Meter Revenue	\$ -	\$ -	\$ -	n/a	\$ 6,540	\$ (6,540)
Total Revenues	-	-	-	n/a	6,540	(6,540)
Other Sources						
Interfund Transfer - In	108,500	45,251	63,249	41.7%	99,817	(54,566)
Loan Proceeds	590,000	-	590,000	0.0%	2,076,199	(2,076,199)
Total Other Sources	698,500	45,251	653,249	6.5%	2,176,016	(2,130,765)
TOTAL FUNDING	698,500	45,251	653,249	6.5%	2,182,556	(2,137,305)
EXPENSES						
Distribution Project (Water Main)						
Construction	-	-	-	n/a	2,076,199	2,076,199
Engineering Fees	-	-	-	n/a	37,926	37,926
Total Distribution Project	-	-	-	n/a	2,114,125	2,114,125
Plant Project						
Well Rehabilitation	120,000	-	120,000	0.0%	-	-
Storage Tank	350,000	-	350,000	0.0%	-	-
Total Plant Project	470,000	-	470,000	0.0%	-	-
Other Expenses						
Repair & Renewal	65,000	23,230	41,770	35.7%	66,534	43,304
Meters & Supplies	-	-	-	n/a	19,730	19,730
Truck	25,000	22,021	2,979	88.1%	-	(22,021)
Water Tower Rehab	90,000	-	90,000	0.0%	-	-
Beach Tank Repainting	8,500	-	8,500	0.0%	-	-
Roof - Pump House	10,000	-	10,000	0.0%	-	-
Perimeter Fence	30,000	-	30,000	0.0%	-	-
Total Other Expenses	228,500	45,251	183,249	19.8%	86,264	41,012
TOTAL EXPENSES	698,500	45,251	653,249	6.5%	2,200,388	2,155,137
Total Funding over (under)						
Expenses	\$ -	-			\$ (17,833)	\$ 17,832
Net Assets - Beginning		-				
Net Assets - Ending		\$ -				

Town of Hillsboro Beach

Supporting Schedules

May 31, 2020



**Cash and Investment Balances
May 31, 2020**

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>MATURITY</u>	<u>BALANCE</u>	<u>NOTES</u>
CLEARING FUND					
Commercial Analysis Checking Account	BankUnited	0.00%	N/A	\$1,856,293	Account earns a credit allowance of 0.25%. Yield is 0 since fees are netted against credit allowance. Operating account for AP invoices and payroll.
Money Market Account	BankUnited	0.25%	N/A	\$9,693	Account for excess cash from General & Water Funds.
Money Market Account	BankUnited	0.25%	N/A	\$412,172	(1) Account for reserve for SRL Loan.
Money Market Account	BankUnited	0.25%	N/A	\$410,652	(2) Account for Federal forfeitures/Asset sharing. This month \$100,292 was received and transferred to this account in May.
State Board Account	Florida Prime	0.77%	N/A	\$1,178,952	Account for excess cash from the General Fund.
Investment Account	BB & T	1.97%	N/A	\$3,374,239	See Investment Report for further details.
Subtotal				<u>\$7,242,001</u>	
Total				<u>\$7,242,001</u>	

Footnotes:

(1) Restricted funds for State Revolving Loan.

(2) Restricted funds for Federal forfeiture/Asset sharing.



Investment Portfolio Trades Settled as of 05/31/20

Posting Date	CUSIP #	Description	Rating	Maturity Date	Par Value	Total Cost	Premium / Discount	Market Value	Accrued Interest	Annual Income	Yield to Maturity
	SA0000560	BB&T TRUST DEPOSIT RIS			91,156	91,156	-	91,156	-	128	0.14%
		Subtotal			91,156	91,156	-	91,156	-	128	0.14%
09/27/19	037833DL1	APPLE INC	AA+	09/11/22	50,000	49,928	(72)	51,552	47	850	0.33%
11/09/17	166764AG5	CHEVRON CORP	AA	06/24/20	50,000	50,137	137	50,064	455	1,214	0.51%
10/30/19	166764BN9	CHEVRON CORP	AA	03/03/22	50,000	50,609	609	51,743	201	1,249	0.49%
11/09/17	191216BT6	COCA-COLA CO	A+	10/27/20	50,000	49,939	(61)	50,321	31	938	0.28%
03/11/20	3130AJCR8	FED HOME LOAN BANK	AA+	09/11/24	150,000	150,000	-	150,044	-	1,950	1.29%
11/03/15	313381BR5	FED HOME LOAN BANK	AA+	12/09/22	100,000	98,196	(1,804)	103,996	896	1,875	0.29%
12/06/19	3134GUUX6	FED HOME LOAN MTGE CORP		12/16/24	200,000	200,000	-	200,128	-	3,750	1.87%
03/12/20	3134GVGD4	FED HOME LOAN MTGE CORP		03/12/25	300,000	300,000	-	299,988	-	3,000	1.00%
04/14/20	3134GVKG2	FED HOME LOAN MTGE CORP		04/16/25	145,000	145,000	-	145,345	-	1,450	1.00%
11/02/15	34074GDH4	FLA ST HURRICANE CATASTROPHE FUND	AA	07/01/20	200,000	200,584	584	200,378	2,496	5,990	0.65%
07/16/18	341271AB0	FLA ST BRD OF ADMIN FIN CORP	AA	07/01/21	200,000	197,798	(2,202)	203,720	-	5,276	0.90%
04/09/20	342816P66	FLA ST MUN PWR AGY REV		10/01/22	200,000	202,774	2,774	201,670	186	5,160	2.21%
12/03/19	428414AB2	HIALEAH FLA SPL OBLIG TXBL-SER A	AA	12/01/20	200,000	202,432	2,432	201,664	68	6,114	1.37%
05/21/20	43232VVH1	HILLSBOROUGH CNTY TXBL	AA-	07/01/25	200,000	200,000	-	203,266	-	3,830	1.58%
12/31/18	54289SBG1	LONGBOAT KEY FL SPL ASSMNT REV TXBL	AA+	08/01/24	125,000	123,948	(1,053)	128,635	-	5,000	2.65%
08/09/18	59333HCL8	MIAMI-DADE CNTY FL PROF SPORTS	AA	10/01/22	75,000	75,000	-	78,404	-	2,517	1.37%
01/17/20	661046BV3	NORTH MIAMI BEACH FLA WTR	A+	08/01/24	160,000	160,000	-	162,470	-	3,234	1.64%
01/18/19	68389XBB0	ORACLE CORP	A+	05/15/22	60,000	59,060	(940)	62,089	283	1,500	0.69%
05/16/18	68389XBK0	ORACLE CORP	A+	09/15/21	50,000	48,217	(1,783)	50,866	166	950	0.55%
05/16/18	717081DX8	PFIZER INC	AA-	06/03/21	50,000	48,534	(1,466)	50,812	447	975	0.30%
02/27/20	758449RV6	REEDY CREEK FL IMPT DIST TXBL	A	06/01/24	150,000	150,000	-	151,176	-	2,504	1.47%
05/11/18	78013XKG2	ROYAL BANK OF CANADA	AA-	04/30/21	50,000	49,954	(46)	51,240	67	1,600	0.48%
04/03/20	822582AX0	SHELL INTERNATIONAL	AA-	08/12/23	30,000	31,303	1,303	32,473	156	1,020	0.71%
10/17/19	89114QBT4	TORONTO DOMINION BANK	AA-	09/11/20	50,000	49,988	(13)	50,215	103	925	0.31%
06/21/17	89233P4C7	TOYOTA MOTOR CREDIT CORP	AA-	06/17/20	30,000	30,378	378	30,051	15	1,350	0.90%
01/16/19	89236TCQ6	TOYOTA MOTOR CREDIT CORP	AA-	07/13/22	60,000	59,351	(649)	62,318	23	1,680	0.91%
04/06/20	89236TGW9	TOYOTA MOTOR CREDIT CORP	AA-	03/30/23	30,000	30,406	406	31,574	17	870	1.00%
03/13/20	912828Q60	US TREASURY INFL INDEX BD		04/15/21	272,285	269,549	(2,736)	270,635	139	340	0.82%
		Subtotal			3,287,285	3,283,083	(4,202)	3,326,836	5,797	67,109	2.02%
		Total			3,378,441	3,374,239	(4,202)	3,417,992	5,797	67,237	1.97%



Ridership Summary

May 31, 2020

Daily Passengers:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				64	
68		68		68	
64		65		47	
63		60		59	
	64	66		71	

Total Monthly Passengers:

827

Daily Revenue Miles:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				110.0	
110.0		110.0		111.0	
111.0		110.0		112.0	
111.0		110.0		110.0	
	112.0	110.0		109.0	

Total Monthly Revenue Miles:

1436.0

Total Scheduled Revenue Miles

1414.9

Total Vehicle Hours

125.7

Total Revenue Hours

114.8

Service Days

13

Missed Service in Minutes

0

Passengers per revenue hour

7.2

Total Monthly Vehicle Miles:

1,741.5

**TOWN OF HILLSBORO BEACH, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2019**

**TOWN OF HILLSBORO BEACH, FLORIDA
TABLE OF CONTENTS**

	Page
INDEPENDENT AUDITOR'S REPORT	1-2
MANAGEMENT'S DISCUSSION AND ANALYSIS	3-7
BASIC FINANCIAL STATEMENTS	
Government-wide Financial Statements:	
Statement of Net Position	8
Statement of Activities	9
Fund Financial Statements:	
Balance Sheet – Governmental Fund	10
Reconciliation of the Balance Sheet – Governmental Funds to the Statement of Net Position	11
Statement of Revenues, Expenditures and Changes in Fund Balance – Governmental Fund	12
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances to the Statement of Activities	13
Statement of Net Position – Proprietary Fund	14
Statement of Revenues, Expenses and Changes in Net Position – Proprietary Fund	15
Statement of Cash Flows – Proprietary Fund	16
Notes to the Financial Statements	17-38
REQUIRED SUPPLEMENTARY INFORMATION	
Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund	39
Notes to Required Supplementary Information	40
Schedule of Changes in the Town's Total OPEB Liability and Related Ratios	41
Schedule of Proportionate Share of Net Pension Liability – Pension	42
Schedule of Pension Contributions	43
INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	44-45
INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA	46
MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA	47-49

TABLE OF CONTENTS (CONTINUED)

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR STATE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY CHAPTER 10.550 RULES OF THE AUDITOR GENERAL	50-51
SCHEDULE OF EXPENDITURES OF STATE FINANCIAL ASSISTANCE	52
NOTES TO SCHEDULE OF EXPENDITURES OF STATE FINANCIAL ASSISTANCE	53
SCHEDULE OF FINDINGS AND QUESTIONED COSTS – STATE PROJECTS	54



INDEPENDENT AUDITOR'S REPORT

To the Town Commission
Town of Hillsboro Beach, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities and each major fund of the Town of Hillsboro Beach, Florida (the "Town") as of and for the fiscal year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities and each major fund of the Town as of September 30, 2019, and the respective changes in financial position, and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, and the required supplementary information as shown in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The accompanying schedule of expenditures of state financial assistance projects is presented for purposes of additional analysis as required by Chapter 10.550, *Rules of the Auditor General* of the State of Florida, and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of state financial assistance projects is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 26, 2020, on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control over financial reporting and compliance.



June 26, 2020

MANAGEMENT'S DISCUSSION AND ANALYSIS

The management of the Town of Hillsboro Beach, Florida ("Town") would like to offer the readers of the Town's financial statements this discussion and analysis of the financial activities of the Town's financial statements for the fiscal year ended September 30, 2019. Please read it in conjunction with the Town's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of resources of the Town exceeded its liabilities and deferred inflows of resources at the close of the fiscal year ended September 30, 2019, resulting in a net position balance of \$5,940,269.
- The Town's net position increased by \$20,440 in comparison with the prior year. The key components of the Town's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2019, the Town's governmental fund reported a total ending fund balance of \$4,815,077, an increase of \$2,382,495 in comparison with the prior year. Of the total fund balance, \$21,230 is non-spendable for prepaid items; \$367,426 is restricted for debt service, \$291,485 is restricted related to forfeitures and seizures, \$699,827 is assigned to subsequent year's expenditures, and \$3,435,109 is unassigned fund balance which is available for spending at the Town's discretion.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as the introduction to the Town's basic financial statements. The Town's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to the basic financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

1) Government-wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the Town's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the Town's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions of the Town that are principally supported by taxes and intergovernmental revenues (government activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the Town include general government, public safety, physical environment, transportation and building and engineering. The business-type activities of the Town include the water utility operation.

OVERVIEW OF THE FINANCIAL STATEMENTS (Continued)

2) Fund Financial Statement

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Town can be divided into two categories: governmental funds and proprietary funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a Town's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Town's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Town maintains two governmental funds for external reporting. Information is presented in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund which is considered a major fund and the special revenue fund which are considered non-major funds.

The Town adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with this budget.

Proprietary Funds

The Town maintains one type of proprietary fund: an enterprise fund. An enterprise fund is used to report the same function presented as business-type activities in the government-wide financial statements. The Town uses an enterprise fund to account for its water distribution and plant operations within the Town.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail.

3) Notes to the Basic Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Town, assets plus deferred outflows of resources exceeded liabilities and deferred inflows of resources at the close of the most recent fiscal year.

Key components of the Town's net position are reflected in the following table:

	NET POSITION SEPTEMBER 30,					
	Governmental activities		Business-type activities		Total	
	2019	2018	2019	2018	2019	2018
Current and other assets	\$ 6,618,742	\$ 7,058,938	\$ 2,195,477	\$ 2,069,337	\$ 8,814,219	\$ 9,128,275
Capital assets, net of depreciation	1,328,653	1,362,724	11,729,773	10,267,761	13,058,426	11,630,485
Total assets	7,947,395	8,421,662	13,925,250	12,337,098	21,872,645	20,758,760
Deferred outflows of resources	1,684,177	1,786,149	84,510	91,447	1,768,687	1,877,596
Current liabilities	296,567	467,322	87,551	1,657,280	384,118	2,124,602
Long-term liabilities	6,564,504	6,666,957	10,250,669	7,477,217	16,815,173	14,144,174
Total liabilities	6,861,071	7,134,279	10,338,220	9,134,497	17,199,291	16,268,776
Deferred inflows of resources	491,033	446,658	10,739	1,093	501,772	447,751
Net position						
Net investment in capital assets	1,328,653	1,362,724	1,889,574	1,586,696	3,218,227	2,949,420
Restricted	974,849	572,000	409,202	838,065	1,384,051	1,410,065
Unrestricted	(24,034)	692,150	1,362,025	868,194	1,337,991	1,560,344
Total net position	\$ 2,279,468	\$ 2,626,874	\$ 3,660,801	\$ 3,292,955	\$ 5,940,269	\$ 5,919,829

A portion of the Town's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure); less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the Town's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The Town's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing revenues exceeded the cost of operations and depreciation expense.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

Key elements of the change in the Town's net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,						
	Governmental activities		Business-type activities		Total	
	2019	2018	2019	2018	2019	2018
Revenues:						
Program revenues:						
Charges for services	\$ 361,973	\$ 543,727	\$ 1,659,191	\$ 1,658,238	\$ 2,021,164	\$ 2,201,965
Operating grants and contributions	98,608	71,502	-	-	98,608	71,502
Capital grants and contributions	285,849	1,918,405	-	-	285,849	1,918,405
General revenues:						
Property taxes	4,617,684	4,234,590	-	-	4,617,684	4,234,590
Utility and franchise fees	226,894	224,311	-	-	226,894	224,311
Intergovernmental revenue	254,119	253,234	-	-	254,119	253,234
Unrestricted investment earnings	127,722	43,036	38,880	13,313	166,602	56,349
Miscellaneous	-	-	91,855	70,168	91,855	70,168
Total revenues	5,972,849	7,288,805	1,789,926	1,741,719	7,762,775	9,030,524
Expenses:						
Governmental activities:						
General government	888,900	571,387	-	-	888,900	571,387
Public safety	4,106,937	3,843,383	-	-	4,106,937	3,843,383
Physical environment	976,916	3,305,278	-	-	976,916	3,305,278
Transportation	72,538	76,834	-	-	72,538	76,834
Building and engineering	276,006	337,643	-	-	276,006	337,643
Interest expense	48,958	68,757	-	-	48,958	68,757
Business - type activities:						
Water utilities	-	-	1,372,080	1,198,288	1,372,080	1,198,288
Total expenses	6,370,255	8,203,282	1,372,080	1,198,288	7,742,335	9,401,570
Transfers	50,000	50,000	(50,000)	(50,000)	-	-
Change in net position	(347,406)	(864,477)	367,846	493,431	20,440	(371,046)
Net position - beginning, previously stated	2,626,874	3,766,715	3,292,955	2,826,216	5,919,829	6,592,931
Prior period adjustment (see Note 2)	-	(275,364)	-	(26,692)	-	(302,056)
Net position - beginning, as restated	2,626,874	3,491,351	3,292,955	2,799,524	5,919,829	6,290,875
Net position - ending	\$ 2,279,468	\$ 2,626,874	\$ 3,660,801	\$ 3,292,955	\$ 5,940,269	\$ 5,919,829

Governmental activities

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2019 was \$6,375,306. These activities were financed primarily through revenues of \$5,972,849, which consist primarily of ad valorem taxes. The decrease in total revenues in fiscal year 2019 is primarily the result of a decrease in grant revenues in the current fiscal year. The decrease in current fiscal year expenses is mainly due to the decrease in expenses for the beach re-nourishment project.

Business-type activities

Business-type activities reflect the operations of the water facilities within the Town. The cost of operations is covered primarily by charges to customers. The increase in current fiscal year expenses is mainly due to the increases in operating and maintenance expenses and increases in interest expenses.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the Town pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Town Commission. The general fund budget for the fiscal year ended September 30, 2019 was amended to increase revenues by \$324,570, increase appropriations by 100,000, and decrease use of fund balance by \$224,570. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2019.

CAPITAL ASSETS

At September 30, 2019, the Town had \$3,137,712 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$1,809,059 has been taken, which resulted in a net book value of \$1,328,653. The Town's business-type activities reported net capital assets of \$11,729,773. More detailed information about the Town's capital assets is presented in the notes of the financial statements.

CAPITAL DEBT

At September 30, 2019, the Town had a \$1,331,440 loan outstanding for its governmental activities. For business-type activities, the Town had loans outstanding of \$9,840,199. More detailed information about the Town's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The Town's local economy is primarily services for retirees, while commercial retail and service activity combine for a small segment. A large portion of the Town's residents are seasonal. Consequently, local economic detriments affect the Town to a lesser extent due to the broad natural and worldwide composition of the Town's seasonal resident.

Subsequent to fiscal year end, the Town amended the Drinking Water State Revolving Fund Construction Loan Agreement-DW062610 to provide for additional financing of \$456,299, excluding capitalized interest. In addition, in March 2020, the Town issued a \$5,000,000 Promissory Note to finance capital expenditures relating to a beach renourishment project. See Note 14 for additional information.

Subsequent to fiscal year end, the Town paid in full the Beach Renourishment Promissory Note.

Coronavirus Pandemic

Subsequent to fiscal year end, the coronavirus ("COVID-19") outbreak has prompted global health concerns. The duration and full effects of the COVID-19 outbreak are yet unknown. As a result of the COVID-19 outbreak, economic uncertainties have arisen which may negatively impact the Town, including, but not limited to stock market volatility. Other financial impacts could occur though such potential impact is unknown at this time

REQUESTS FOR INFORMATION

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the Town's finances and to demonstrate the Town's accountability for the financial resources it manages and the stewardship of the facilities it maintains.

Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Town's finance department c/o Inframark Infrastructure Management Services, 210 N. University Drive, Suite 702, Coral Springs, Florida 33071. Telephone 954-603-0033.

TOWN OF HILLSBORO BEACH, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2019

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash	\$ 665,542	\$ 245,579	\$ 911,121
Investments	3,646,366	1,345,477	4,991,843
Accounts receivable, net	71,981	195,219	267,200
Assessments receivable	1,500,121	-	1,500,121
Interest receivable	199	-	199
Intergovernmental receivables	29,939	-	29,939
Inventory	5,483	-	5,483
Prepays	15,747	-	15,747
Restricted assets:			
Cash	683,364	409,202	1,092,566
Capital assets:			
Nondepreciable	30,000	-	30,000
Depreciable, net	1,298,653	11,729,773	13,028,426
Total assets	<u>7,947,395</u>	<u>13,925,250</u>	<u>21,872,645</u>
DEFERRED OUTFLOWS OF RESOURCES			
Pension	<u>1,684,177</u>	<u>84,510</u>	<u>1,768,687</u>
LIABILITIES			
Accounts payable	107,006	60,160	167,166
Accrued liabilities	162,169	-	162,169
Accrued interest payable	19,267	27,391	46,658
Customer deposits	8,125	-	8,125
Noncurrent liabilities:			
Due in less than one year:			
Note payable	655,740	320,258	975,998
Compensated absences	26,244	-	26,244
Due in more than one year:			
Note payable	675,700	9,519,941	10,195,641
Compensated absences	355,646	81,830	437,476
Total Other Post Employment Benefit (OPEB) liability	196,305	7,751	204,056
Net pension liability	4,654,869	320,889	4,975,758
Total liabilities	<u>6,861,071</u>	<u>10,338,220</u>	<u>17,199,291</u>
DEFERRED INFLOWS OF RESOURCES			
Pension	337,539	(6,330)	331,209
OPEB	153,494	17,069	170,563
Total deferred inflows of resources	<u>491,033</u>	<u>10,739</u>	<u>501,772</u>
NET POSITION			
Net investment in capital assets	1,328,653	1,889,574	3,218,227
Restricted for debt service	683,364	409,202	1,092,566
Restricted for forfeitures and seizures	291,485	-	291,485
Unrestricted	(24,034)	1,362,025	1,337,991
Total net position	<u>\$ 2,279,468</u>	<u>\$ 3,660,801</u>	<u>\$ 5,940,269</u>

See notes to the financial statements

**TOWN OF HILLSBORO BEACH, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019**

Functions/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position		Total
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	
Primary government:							
Governmental activities:							
General government	\$ 888,900	\$ 310,946	\$ -	\$ -	\$ (577,954)	\$ -	\$ (577,954)
Public safety	4,106,937	-	-	285,849	(3,821,088)	-	(3,821,088)
Physical environment	976,916	47,576	98,608	-	(830,732)	-	(830,732)
Transportation	72,538	-	-	-	(72,538)	-	(72,538)
Building and engineering	276,006	-	-	-	(276,006)	-	(276,006)
Interest	48,958	3,451	-	-	(45,507)	-	(45,507)
Total governmental activities	6,370,255	361,973	98,608	285,849	(5,623,825)	-	(5,623,825)
Business-type activities:							
Water utilities	1,372,080	1,659,191	-	-	-	287,111	287,111
Total business-type activities	1,372,080	1,659,191	-	-	-	287,111	287,111
Total	7,742,335	2,021,164	98,608	285,849	(5,623,825)	287,111	(5,336,714)
General revenues:							
Property taxes					4,617,684	-	4,617,684
Utility and franchise fees					226,894	-	226,894
Intergovernmental revenue					254,119	-	254,119
Unrestricted investment earnings					127,722	38,880	166,602
Miscellaneous					-	91,855	91,855
Transfers in (out)					50,000	(50,000)	-
Total general revenues and transfers					5,276,419	80,735	5,357,154
Change in net position					(347,406)	367,846	20,440
Net position - beginning					2,626,874	3,292,955	5,919,829
Net position - ending					\$ 2,279,468	\$ 3,660,801	\$ 5,940,269

See notes to the financial statements

**TOWN OF HILLSBORO BEACH, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUND
SEPTEMBER 30, 2019**

	Major Fund	Non-major	Total
	General	Special Revenue Funds	Governmental Funds
ASSETS			
Cash	\$ 665,542	\$ -	\$ 665,542
Investments	3,646,366	-	3,646,366
Interest receivable	199	-	199
Accounts receivables, net	67,612	4,369	71,981
Assessments receivable	1,500,121	-	1,500,121
Intergovernmental receivable	29,939	-	29,939
Inventory	5,483	-	5,483
Prepays	15,747	-	15,747
Restricted cash	367,426	315,938	683,364
Total assets	<u>\$ 6,298,435</u>	<u>\$ 320,307</u>	<u>\$ 6,618,742</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE			
Liabilities:			
Accounts payable	\$ 100,054	\$ 6,952	\$ 107,006
Accrued liabilities	166,543	21,870	188,413
Customer deposits	8,125	-	8,125
Total liabilities	<u>274,722</u>	<u>28,822</u>	<u>303,544</u>
Deferred inflows of resources:			
Unavailable revenue - special assessments	1,500,121	-	1,500,121
Total deferred inflows of resources	<u>1,500,121</u>	<u>-</u>	<u>1,500,121</u>
Fund balance:			
Nonspendable:			
Prepaid items and inventories	21,230	-	21,230
Restricted:			
Forfeitures and seizures	-	291,485	291,485
Debt service	367,426	-	367,426
Assigned:			
Subsequent year's expenditures	699,827	-	699,827
Unassigned	3,435,109	-	3,435,109
Total fund balance	<u>4,523,592</u>	<u>291,485</u>	<u>4,815,077</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 6,298,435</u>	<u>\$ 320,307</u>	<u>\$ 6,618,742</u>

See notes to the financial statements

**TOWN OF HILLSBORO BEACH, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2019**

Fund balance - governmental funds	\$ 4,815,077
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Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	3,137,712	
Accumulated depreciation	<u>(1,809,059)</u>	1,328,653

Assets recorded in the governmental fund financial statements that are not available to pay for current-period expenditures are unavailable revenue in the governmental funds.	1,500,121
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Deferred outflows of resources related to pensions are recorded in the statement of net position.	1,684,177
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Deferred inflows of resources related to pensions and OPEB are recorded in the statement of net position.	(491,033)
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Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund financial statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Total Other Post Employment Benefit obligation	(196,305)	
Net pension liability	(4,654,869)	
Interest payable	(19,267)	
Note payable	(1,331,440)	
Compensated absences due in more than one year	<u>(355,646)</u>	

Net position of governmental activities	<u>\$ 2,279,468</u>
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See notes to the financial statements

TOWN OF HILLSBORO BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

	Major Fund	Non-major	Total
	General	Special Revenue Funds	Governmental Funds
REVENUES			
Property taxes	\$ 4,617,684	\$ -	\$ 4,617,684
Special assessments	753,022	-	753,022
Licenses and permits	1,994	309,442	311,436
Utility and franchise fees	226,894	-	226,894
Intergovernmental	254,119	-	254,119
Grant revenue	2,017,013	-	2,017,013
Fines and forfeitures	-	285,849	285,849
Interest	126,278	1,444	127,722
Miscellaneous	47,576	-	47,576
Total revenues	8,044,580	596,735	8,641,315
EXPENDITURES			
Current:			
General government	789,899	-	789,899
Public safety	3,440,996	-	3,440,996
Physical environment	972,083	-	972,083
Transportation	72,538	-	72,538
Building and engineering	-	276,006	276,006
Debt service:			
Principal payment	636,554	-	636,554
Interest expense	59,408	-	59,408
Capital outlay	61,336	-	61,336
Total expenditures	6,032,814	276,006	6,308,820
Excess (deficiency) of revenues over (under) expenditures	2,011,766	320,729	2,332,495
OTHER FINANCING SOURCES (USES)			
Transfer in/(out)	79,244	(29,244)	50,000
Total other financing sources (uses)	79,244	(29,244)	50,000
Net change in fund balances	2,091,010	291,485	2,382,495
Fund balance - beginning	2,432,582	-	2,432,582
Fund balance - ending	\$ 4,523,592	\$ 291,485	\$ 4,815,077

See notes to the financial statements

TOWN OF HILLSBORO BEACH, FLORIDA
RECONCILIATION OF THE STATEMENTS OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES OF GOVERNMENT FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2019

Net change in fund balance - total governmental funds	\$ 2,382,495
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Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures, however, in the statement of activities, the cost of those assets is eliminated and are capitalized and reported as capital assets in the statement of net position.	61,336
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Certain revenues were unavailable for the fund financial statements in the prior fiscal year. In the current fiscal year, these revenues were recorded in the governmental fund financial statements.	(2,668,466)
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Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statement but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	636,554
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Depreciation on capital assets is not recognized in the governmental fund statements but is reported as an expense in the statement of activities.	(95,407)
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Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. The details of the differences are as follows:

Pension expense	(649,339)
Change in compensated absence	(42,356)
Other Post Employment Benefit expense	17,327
Change in accrued interest	10,450

Change in net position of governmental activities	\$ (347,406)
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See notes to the financial statements

TOWN OF HILLSBORO BEACH, FLORIDA
STATEMENT OF NET POSITION - PROPRIETARY FUND
SEPTEMBER 30, 2019

	Enterprise Fund
	<u>Water Utility</u>
ASSETS	
Current assets:	
Cash	\$ 245,579
Investments	1,345,477
Accounts receivable, net	195,219
Restricted investments	409,202
Total current assets	<u>2,195,477</u>
Noncurrent assets:	
Capital assets:	
Buildings	2,037,360
Distribution system	11,713,307
Plant improvements	608,583
Infrastructure	102,068
Meters	406,036
Vehicles	80,905
Machinery and equipment	140,393
Less accumulated depreciation	<u>(3,358,879)</u>
Total capital assets, net	<u>11,729,773</u>
Total noncurrent assets	<u>11,729,773</u>
Total assets	<u>13,925,250</u>
DEFERRED OUTFLOWS OF RESOURCES	
Pension	<u>84,510</u>
LIABILITIES	
Current liabilities:	
Accounts payable and accrued liabilities	60,160
Accrued interest payable	27,391
Current portion of loan payable	320,258
Total current liabilities	<u>407,809</u>
Noncurrent liabilities:	
Loan payable	9,519,941
Compensated absences	81,830
Net pension liability	320,889
Total Other Post Employment Benefit liability	<u>7,751</u>
Total noncurrent liabilities	<u>9,930,411</u>
Total liabilities	<u>10,338,220</u>
DEFERRED INFLOWS OF RESOURCES	
Pension	(6,330)
OPEB	17,069
Total deferred inflows of resources	<u>10,739</u>
NET POSITION	
Net investment in capital assets	1,889,574
Restricted for debt service	409,202
Unrestricted	1,362,025
Total net position	<u>\$ 3,660,801</u>

See notes to the financial statements

**TOWN OF HILLSBORO BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN
NET POSITION - PROPRIETARY FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019**

	Enterprise Fund <u>Water Utility</u>
OPERATING REVENUES	
Charges for services	\$ 1,659,191
Total operating revenues	<u>1,659,191</u>
OPERATING EXPENSES	
Salaries and benefits	501,274
Operating	245,554
Repairs and maintenance	67,281
Depreciation and amortization	<u>411,990</u>
Total operating expense	<u>1,226,099</u>
Operating income	<u>433,092</u>
NON OPERATING REVENUES (EXPENSES)	
Interest revenue	38,880
Interest expense	(145,981)
Miscellaneous revenue	<u>91,855</u>
Total non operating revenue (expenses)	<u>(15,246)</u>
Income before transfers	417,846
Transfers out	<u>(50,000)</u>
Change in net position	367,846
Net position - beginning	<u>3,292,955</u>
Net position - ending	<u><u>\$ 3,660,801</u></u>

See notes to the financial statements

TOWN OF HILLSBORO BEACH, FLORIDA
STATEMENT OF CASH FLOWS - PROPRIETARY FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

	<u>Enterprise Fund</u> <u>Water Utility</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from customers and users	\$ 1,629,048
Payments to employees	(441,545)
Payments to suppliers of goods and services	<u>(332,535)</u>
Net cash provided (used) by operating activities	<u>854,968</u>
CASH FLOWS FROM NONCAPITAL FINANCING	
ACTIVITIES:	
Miscellaneous revenue	91,855
Transfer out	<u>(50,000)</u>
Net cash provided (used) by noncapital financing activities	<u>41,855</u>
CASH FLOWS FROM CAPITAL AND RELATED	
FINANCING ACTIVITIES:	
Purchases of capital assets	(3,445,173)
Proceeds from long term debt	3,201,178
Principal paid	(470,872)
Interest paid	<u>(122,788)</u>
Net cash provided (used) by capital and related financing activities	<u>(837,655)</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest earnings	38,880
Purchase of investments	<u>(331,241)</u>
Net cash provided (used) by investing activities	<u>(292,361)</u>
Net increase (decrease) in cash and cash equivalents	(233,193)
Cash and cash equivalents - October 1	<u>478,773</u>
Cash and cash equivalents - September 30	<u>\$ 245,580</u>
	<u>Water and</u> <u>Sewer Utility</u>
Reconciliation of operating income (loss) to net cash provided (used) by operating activities	
Operating income (loss)	\$ 433,092
Adjustments to reconcile operating income (loss) to net cash provided (used) by Operating Activities:	
Depreciation and amortization	411,990
FRS/HIS pension expense	44,171
OPEB expense	(1,927)
(Increase) decrease in accounts receivable	(30,143)
(Increase) decrease in prepaids	2,050
Increase (decrease) in accounts payable	(21,750)
Increase (decrease) in compensated absences	<u>17,485</u>
Total adjustments	<u>421,876</u>
Net cash provided (used) by operating activities	<u>\$ 854,968</u>

See notes to the financial statements

TOWN OF HILLSBORO BEACH, FLORIDA NOTES TO FINANCIAL STATEMENTS

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

The Town of Hillsboro Beach, Florida (the “Town”) was incorporated in 1939, under the provisions of the State of Florida. The Town is governed by a Mayor, Vice Mayor, and Town Commission which appoints a Town Manager. The Town provides the following services to its residents: public safety, sanitation, road and street facilities, parks, planning and zoning, general administrative services, and water utility. The Town Commission, (Commission) is responsible for legislative and fiscal control of the Town.

The financial statements were prepared in accordance with Governmental Accounting Standards Board (“GASB”) Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the Town is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the Town are such that, if excluded, the financial statements of the Town would be considered incomplete or misleading. There are no entities considered to be component units of the Town; therefore, the financial statements include only the operations of the Town.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the Town. For the most part, the effect of inter-fund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures as well as expenditures related to compensated absences and claims and judgments are recorded only when payment is due.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

Property Taxes

Property taxes are ad valorem and levied each November 1 on property as of the previous January 1. The Broward County, Florida Tax Collector's Office bills and collects ad valorem taxes on behalf of the Town. The ad valorem tax rate for fiscal year ended September 30, 2019 was \$3.50 per \$1,000 of assessed taxable property value. Ad valorem taxes are due for payment on March 31 and become delinquent April 1. Tax certificates are sold to satisfy liens on delinquent assessments in July. Property taxes relating to the current budget and collected within 60 days after the year end of the budget period are recognized as revenue.

In the governmental fund, property taxes, assessments franchise fees, licenses and permits, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of receivables due within the current fiscal period is considered to be susceptible to accrual as revenue for the current period. All other revenue items are considered to be measurable and available only when cash is received by the Town. In the government-wide financial statements property taxes are recorded when assessed and levied.

Special Assessments and Assessments Receivable

Special assessments are non-ad valorem assessments on certain benefited property within the Town. Special assessments were levied over ten years to pay for the debt service related to the Beach Restoration Project at the time the debt was authorized. Assessments receivable recorded in the General Fund represent the balance of outstanding assessments levied by the Town to repay the outstanding debt. Assessments receivable are collected in annual installments together with assessments for interest and collection costs in amounts sufficient to meet the annual debt service requirements. The annual installments are due for payment on March 31 and become delinquent April 1. Tax certificates are sold to satisfy liens on delinquent assessments in July. Special assessments relating to the current budget and collected within 60 days after the year end of the budget period are recognized as revenue in the General fund.

The Town reports unavailable revenue in the fund financial statements in an amount equal to the assessments receivable since this revenue will be collected in future years. In the government-wide financial statements the assessment revenue is recognized at the time the assessments are levied.

The Town also reports the following major governmental fund:

General Fund

The General Fund is the general operating fund of the Town. It is used to account for all financial resources except those required to be accounted for in another fund.

The Town also reports the following non-major governmental funds:

Building Fund

This special revenue fund accounts for revenue and expenditures applicable to the building function. The revenues received are from the issuance of licenses and permits.

Law Enforcement Trust Fund

This special revenue fund accounts for revenue and expenditures related to federal forfeiture funds.

The Town reports the following major proprietary fund:

Water Fund

This enterprise fund is used to account for the operations of the water utility services within the Town. The costs of providing services to the residents are recovered primarily through user charges.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Town's enterprise fund are charges to customers for sales and services. Operating expenses of the enterprise fund include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses. As a general rule, the effect of inter-fund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the Town's various utility functions and various other functions of the Town. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to debt covenants or other contractual restrictions.

Deposits and Investments

The Town considers cash on hand, demand deposits, and all other short-term investments that are highly liquid as cash equivalents. Highly liquid short-term investments are those readily convertible to a known amount of cash, and at the day of purchase, have a maturity date no longer than three months.

The Town has adopted a written investment policy, which complies with the requirements of Section 218.415 Florida Statutes. All investments comply with the requirements of the written investment policy. The Town may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Inter-local Cooperation Act;
- b) U.S. Government Securities;
- c) Bonds, debentures, notes or callable issued or guaranteed by U.S. Government Agencies provided they are backed by the full faith and credit of the United States;
- d) Bonds, debentures, notes or callable issued or guaranteed by U.S. Government sponsored agencies;
- e) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- f) Interest bearing time deposits or savings accounts in qualified public depositories;
- g) Repurchase agreement;
- h) Commercial paper of any U.S. company that is rated, at the time of purchase, Prime-1 by Moody's and A-1 by Standard & Poor's. If commercial paper is backed by a letter of credit (LOC), the LOC must be rated A or better by at least two national rating agencies;
- i) Corporate notes that have a minimum rating, at the time of purchase, of Aa by Moody's and AA by Standard & Poor's;
- j) State or local government taxable or tax-exempt debt rated at least Aa by Moody's and AA by Standard & Poor's;
- k) Banker's acceptances issued by a domestic bank or a federally chartered domestic office of a foreign bank's office of a foreign bank, which are eligible for purchase by the Federal Reserve System, at the time of purchase, the short-term paper is rated, at a minimum, "P- 1" by Moody's Investors Services and "A-1" Standard & Poor's.

In addition, surplus funds may be deposited into certificates of deposit which are insured.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deposits and Investments (Continued)

The Town records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Inventories and Prepaid Items

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Receivables and Payables

During the course of operations, transactions occur between individual funds. Any residual balances outstanding between governmental activities and business-type activities for internal borrowing are reported in the government-wide financial statements as “internal balances”.

Accounts and property tax receivables are shown net of an allowance for uncollectible balances. These receivables will be recognized as revenue if they are collected within 60 days of the year end, otherwise they will be deferred at the fund level.

Capital Assets

Capital assets, which include property, plant and equipment, and infrastructure assets, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the Town as assets with an estimated useful life in excess of one year and a cost greater than \$1,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value.

Interest incurred during the construction phase of capital assets is included as part of the capitalized value of the assets constructed.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the Town are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	10-50
Distribution system, plant improvements, and infrastructure	3-30
Meters, Vehicles, Machinery and equipment	3-10
Improvements other than buildings	5-10

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Compensated Absences

Sick and vacation time is granted to employees of the Town for use of vacation, illness or other personal business. Accumulated unpaid personal time off is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for those amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements. A liability for accrued compensated absences of the governmental activities that have not matured is not reported in the balance sheet of the governmental funds and, accordingly, represents a reconciling item between the fund and government-wide presentations. Payments are generally paid out of the general fund.

Long-Term Obligations

In the government-wide financial statements and the proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund statement of net position. Premiums and discounts are deferred and amortized ratably over the life of the loan. Long-term obligations are reported net of applicable premiums or discounts. Issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The Town can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Town Commission. Commitments may be changed or lifted only by the Town Commission taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts that are intended to be used for specific purposes that are neither considered restricted nor committed. The Town Commission may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position (Continued)

The Town first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the Town's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

New Accounting Standards Adopted

During the current fiscal year, the Town adopted two new accounting standards as follows:

GASB Statement No. 83 - Certain Asset Retirement Obligations

This Statement addresses accounting and financial reporting for certain asset retirement obligations (AROs). An ARO is a legally enforceable liability associated with the retirement of a tangible capital asset. A government that has legal obligations to perform future asset retirement activities related to its tangible capital assets should recognize a liability based on the guidance in this Statement. The requirements of this Statement are effective for reporting periods beginning after June 15, 2018. Earlier application is encouraged.

GASB Statement No. 88 - Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements

The objective of this Statement is to improve consistency in the information that is disclosed in notes to government financial statements related to debt, including direct borrowings and direct placements, and to provide financial statement users with additional essential information about debt. The requirements of this Statement are effective for reporting periods beginning after June 15, 2018. Earlier application is encouraged. This Statement applies to notes to financial statements of all periods presented. If application for prior periods presented is not practicable, the reason for not applying this Statement to prior periods presented should be disclosed.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The Town is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The Town follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the Town Manager submits to the Town Commission a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain comments.
- c) Prior to October 1, the budget is legally adopted by the Town Commission.
- d) All budget changes must be approved by the Town Commission.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The Town's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The Town's investments were held as follows at September 30, 2019:

Investment	Amortized cost	Fair Value	Level	Credit Rating	Maturities
Corporate Bonds	\$ -	\$ 583,852	2	AA- to AA+	3/3/2020 - 9/11/2022
Municipal Bonds		659,552	2	AA to AAA	12/1/2019 - 8/1/2024
US Treasuries		174,487	2	Not rated	4/30/2020
Federal National Mortgage Association		224,504	2	AA+	11/24/2020 - 11/25/2020
Federal Home Loan Mortgage Corp		1,134,364	2	AA+	8/27/2021 - 9/4/2024
Federal Home Loan Bank		200,462	2	AA+	6/14/2021 - 12/9/2022
					Weighted average
Florida Prime	2,014,622	-		AAA	maturities: 37 days
Total Investments	<u>\$ 2,014,622</u>	<u>\$ 2,977,221</u>			

Custodial credit risk – For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the Town will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The Town has no formal policy for custodial risk.

The Town's investments are held by a third party custodian and held in the Town's name.

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The Town's policy limits the amount the Town may invest in any one issuer for certain investments types.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Interest rate risk – The Town's policy limits investment maturities by investment type as a means of managing exposure to fair value losses arising from increasing interest rates.

Fair Value Measurement – When applicable, the Town measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the Town has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Fixed income – Some of the underlying securities have observable level 1 quoted pricing inputs. However, while the underlying asset values may be based on quoted market prices, the net asset value of the portfolios is not publicly quoted. Additionally, some of the underlying securities employ matrix pricing. Accordingly, these investments have been reported as level 2.

For external investment pools that qualify to be measured at amortized cost, the pool's participants should also measure their investments in that external investment pool at amortized cost for financial reporting purposes.

External Investment Pool – With regard to redemption gates, Chapter 218.409(8)(a), Florida Statutes, states that "The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the Executive Director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the Trustees, the Joint Legislative Auditing Committee, the Investment Advisory Council, and the Participant Local Government Advisory Council. The Trustees shall convene an emergency meeting as soon as practicable from the time the Executive Director has instituted such measures and review the necessity of those measures. If the Trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the Executive Director until the Trustees are able to meet to review the necessity for the moratorium. If the Trustees agree with such measures, the Trustees shall vote to continue the measures for up to an additional 15 days. The Trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the Trustees exceed 15 days." With regard to liquidity fees, Florida Statute 218.409(4) provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount and purpose of such fees. At present, no such disclosure has been made.

As of September 30, 2019, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100% of their account value.

NOTE 5 – INTERFUND TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2019 were as follows:

Fund	Transfers in	Transfers out
General	\$ 83,436	\$ 4,192
Building	-	33,436
Law Enforcement	4,192	-
Water	-	50,000
Total	<u>\$ 87,628</u>	<u>\$ 87,628</u>

Transfers are used to move revenues from the fund where collection occurs to the fund where funds have been reallocated for use. In the case of the Town, transfers from the enterprise fund and the building fund to the general fund were in accordance with the current fiscal year budget. Transfers from the general fund to the law enforcement fund were to establish the fund.

NOTE 6 – RECEIVABLES

Receivables at September 30, 2019, for the Town's major fund accounts are as follows:

	General	Water	Total
State of Florida	\$ 4,309	\$ -	\$ 4,309
Franchise fee	63,303	-	63,303
Broward County	11,472	-	11,472
Intergovernmental	16,395	-	16,395
Other receivables	28,343	22,311	50,654
Customer accounts receivable	-	205,213	205,213
Gross receivables	123,822	227,524	351,346
Less: Allowance for uncollectible accounts	(26,072)	(32,305)	(58,377)
Receivables, net	<u>\$ 97,750</u>	<u>\$ 195,219</u>	<u>\$ 292,969</u>

NOTE 7 – CAPITAL ASSETS

Capital asset activity for the governmental activities for the fiscal year ended September 30, 2019 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Land	\$ 30,000	\$ -	\$ -	\$ 30,000
Total capital assets, not being depreciated	<u>30,000</u>	<u>-</u>	<u>-</u>	<u>30,000</u>
Capital assets, being depreciated				
Buildings	1,900,254	-	-	1,900,254
Machinery and equipment	1,043,083	61,336	(75,668)	1,028,751
Improvements other than buildings	178,707	-	-	178,707
Total capital assets, being depreciated	<u>3,122,044</u>	<u>61,336</u>	<u>(75,668)</u>	<u>3,107,712</u>
Less accumulated depreciation for:				
Buildings	688,257	37,405	-	725,662
Machinery and equipment	947,450	51,285	(75,668)	923,067
Improvements other than buildings	153,613	6,717	-	160,330
Total accumulated depreciation	<u>1,789,320</u>	<u>95,407</u>	<u>(75,668)</u>	<u>1,809,059</u>
Total capital assets, being depreciated, net	<u>1,332,724</u>	<u>(34,071)</u>	<u>-</u>	<u>1,298,653</u>
Governmental activities capital assets, net	<u>\$ 1,362,724</u>	<u>\$ (34,071)</u>	<u>\$ -</u>	<u>\$ 1,328,653</u>

Depreciation expense was charged to the following function/programs as follows:

General government	\$ 15,265
Public safety	80,142
	<u>\$ 95,407</u>

NOTE 7 – CAPITAL ASSETS (Continued)

Capital asset activity for the business-type activities for the fiscal year ended September 30, 2019 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Business-type Activities</u>				
Capital assets, not being depreciated				
Construction in progress	\$ 4,923,231	\$ -	\$ 4,923,231	\$ -
Total capital assets, not being depreciated	4,923,231	-	4,923,231	-
Capital assets, being depreciated				
Buildings	1,994,315	43,045	-	2,037,360
Distribution system	5,003,316	6,709,991	-	11,713,307
Plant improvements	608,583	-	-	608,583
Infrastructure	102,068	-	-	102,068
Meters	412,616	8,720	15,300	406,036
Vehicles	68,019	31,801	18,915	80,905
Machinery and equipment	136,718	3,675	-	140,393
Total capital assets, being depreciated	8,325,635	6,797,232	34,215	15,088,652
Less accumulated depreciation for:				
Buildings	634,607	93,266	-	727,873
Distribution system, plant improvements, and infrastructure	1,700,901	281,251	-	1,982,152
Meters, Vehicles, Machinery & Equipment	645,596	37,473	34,215	648,854
Total accumulated depreciation	2,981,104	411,990	34,215	3,358,879
Total capital assets, being depreciated, net	5,344,531	6,385,242	-	11,729,773
Business-type activities capital assets, net	\$ 10,267,762	\$ 6,385,242	\$ 4,991,661	\$ 11,729,773

NOTE 8 – LONG-TERM LIABILITIES

Changes in long-term liability activity for the fiscal year ended September 30, 2019 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due in less than one year
<u>Governmental activities</u>					
Beach note	\$ 1,967,994	\$ -	\$ (636,554)	\$ 1,331,440	\$ 655,740
Compensated absences	333,454	197,258	(148,822)	381,890	26,244
	\$ 2,301,448	\$ 197,258	\$ (785,376)	\$ 1,713,330	\$ 681,984
	Beginning Balance	Additions	Reductions	Ending Balance	Due in less than one year
<u>Business-type activities</u>					
Water plant loan ("SRF") - DW062600	\$ 4,011,653	\$ -	\$ (308,771)	\$ 3,702,882	\$ 320,258
Water plant loan ("SRF") - DW062610	3,098,240	3,201,178	(162,101)	6,137,317	313,892
Compensated absences	64,345	27,089	(9,604)	81,830	-
	\$ 7,174,238	\$ 3,228,267	\$ (480,476)	\$ 9,922,029	\$ 634,150

Beach Renourishment Promissory Note

On January 19, 2011, the Town entered into a promissory note agreement with a bank in the amount of \$5,896,567 with interest payable at 3.02%. The note is repayable over a 10 year period and will be funded through non-ad valorem special assessments levied upon those lots that directly benefit from the project. The purpose of the debt is to provide capital expenditures related to the renourishment to the beachfront areas of the Town. The Town will make equal annual payments of principal and interest in the amount of \$695,962 due on April 1, 2012 and on the first day of April thereafter, and is payable in full on April 1, 2021.

NOTE 8 – LONG-TERM LIABILITIES (Continued)

Beach Renourishment Promissory Note (Continued)

The loan is secured by the pledged revenues received by the Town from the imposition and collection of the special assessments. At September 30, 2019, the scheduled debt service requirements on the beach renourishment promissory note were as follows:

	Principal	Interest	Total
2020	\$ 655,740	\$ 40,214	\$ 695,954
2021	675,700	20,410	696,110
Total	\$ 1,331,440	\$ 60,624	\$ 1,392,064

Water Plant Loan Agreement “SRF” – DW062600

In fiscal year 2012, the Town entered into a state revolving funds loan with the Florida Department of Environmental Protection to provide financing for the water plant construction. The loan is a pass through federal grant from the Environmental Protection Agency. The disbursable funds under the loan were originally \$5,532,317. Interest payable on the original funding amount is 2.42% per annum. The amount of disbursable funds was increased in fiscal year 2013 by \$638,099. During the year fiscal year ended September 30, 2014, the Town received an additional loan disbursement in the amount of \$2,233,322. During the year fiscal year ended September 30, 2016, the Town received an additional disbursement of \$21,800. Interest payable on the additional funding amount is 2% per annum. Loan payments are due beginning on March 15, 2014 and semiannually thereafter on September 15 and March 15 of each year until all amounts due have been fully paid. Each semiannual loan payment shall be in the amount of \$201,998 until the agreement is amended for the final loan amount. The loan is secured by the pledged revenues of the water fund which are defined as the gross revenues minus the operating expenses and the satisfaction of all yearly payment obligations on account of any senior obligations. The Town is also subjected to certain covenants and is mandated to establish water rates going forward so that each fiscal year they will provide pledged revenues which are at least 115% of the principal and interest coming due on the note in such fiscal year. As of September 30, 2019, the Town owes \$3,702,882 on this loan.

At September 30, 2019, the scheduled debt service requirements on water plant loan “SRF” – DW062600 were as follows:

	Principal	Interest	Total
2020	\$ 320,258	\$ 83,738	\$ 403,996
2021	324,085	79,911	403,996
2022	331,976	72,020	403,996
2023	340,058	63,938	403,996
2024	348,337	55,659	403,996
2025-2029	1,873,104	146,876	2,019,980
2030	165,064	1,997	167,061
Total	\$ 3,702,882	\$ 504,139	\$ 4,207,021

Water Main Project Loan Agreement “SRF” – DW062610

In March 2017, the Town entered into a state revolving funds loan with the Florida Department of Environmental Protection to provide financing for the water transmission and distribution construction. The loan is a pass through federal grant from the Environmental Protection Agency. The estimated principal available under the loan is \$6,672,209, which consists of \$6,649,709 to be disbursed and \$22,500 of capitalized interest. Interest payable on the original funding amount is 1.08% per annum. The loan is payable in 40 semiannual payments that was scheduled to begin on May 15, 2018, and semiannually thereafter on November 15 and May 15 of each year until all amounts due have been fully paid. The loan was amended in February 2018 to extend the due date to the first semiannual payment to May 15, 2019. Each semiannual loan payment shall be in the amount of \$189,665 until the payment amount is adjusted by amendment. Through the year fiscal year ended September 30, 2019, the Town received total loan disbursements in the amount of \$6,283,824. The loan is secured by the pledged revenues of the water fund which are defined as the gross revenues minus the operating expenses and the satisfaction of all yearly payment obligations on account of any senior obligations. The Town is also subjected to certain covenants and is mandated to establish water rates going forward so that each fiscal year they will provide pledged revenues which are at least 115% of the principal and interest coming due on the note in such fiscal year. As of September 30, 2019, the Town owes \$6,137,317 on this loan which includes capitalized interest of \$15,593. See Note 14 for events subsequent to the end of the fiscal year.

NOTE 8 – LONG-TERM LIABILITIES (Continued)

Water Main Project Loan Agreement “SRF” – DW062610

At September 30, 2019, the scheduled debt service requirements on water plant loan “SRF” – DW062610 were as follows:

	Principal	Interest	Total
2020	\$ 313,892	\$ 65,438	\$ 379,330
2021	317,291	62,039	379,330
2022	320,727	58,603	379,330
2023	324,201	55,129	379,330
2024	327,711	51,619	379,330
2025-2029	1,692,565	204,085	1,896,650
2030-2034	1,786,216	110,434	1,896,650
2035-2037	1,054,714	19,163	1,073,877
	<u>\$ 6,137,317</u>	<u>\$ 626,510</u>	<u>\$ 6,763,827</u>

NOTE 9 – FLORIDA RETIREMENT SYSTEM (FRS)

General Information about the FRS

The FRS was created in Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing multiple-employer defined benefit pension plan, to assist retired members of any state-administered retirement system in paying the costs of health insurance.

All regular employees of the Town are eligible to enroll as members of the FRS. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost-sharing, multiple-employer defined benefit plans and other nonintegrated programs. A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services' website (www.dms.myflorida.com).

The Town's pension expense totaled \$1,102,829 for the fiscal year ended September 30, 2019.

FRS Pension Plan

Plan Description – The FRS Pension Plan (Plan) is a cost-sharing, multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (DROP) for eligible employees. The classes of membership within the Town are as follows:

- Regular Class – Member of the FRS who do not qualify for membership in another class.
- Senior Management Service Class – Members in senior management level positions.
- Special Risk – Members of the FRS who are police officers.

Employees enrolled in the Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service. All members enrolled in the Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of service. Members of the Plan may include up to four years of credit for military service toward creditable service. The Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

NOTE 9 – FLORIDA RETIREMENT SYSTEM (FRS) (Continued)

FRS Pension Plan (Continued)

Plan Description (Continued) – DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

Benefits Provided – Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation (AFC). For members initially enrolled before July 1, 2011, the AFC is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the AFC is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits. The following chart shows the percentage value for each year of service credit earned:

<u>Class, Initial Enrollment, and Retirement Age/Years of Service</u>	<u>% Value</u>
Regular Class members initially enrolled before July 1, 2011	
Retirement up to age 62 or up to 30 years of service	1.60
Retirement at age 63 or with 31 years of service	1.63
Retirement at age 64 or with 32 years of service	1.65
Retirement at age 65 or with 33 years of service	1.68
Regular Class members initially enrolled on or after July 1, 2011	
Retirement up to age 65 or up to 33 years of service	1.60
Retirement at age 66 or with 34 years of service	1.63
Retirement at age 67 or with 35 years of service	1.65
Retirement at age 68 or with 36 years of service	1.68
Special Risk Class	
Service from December 1, 1970 through September 30, 1974	2.00
Service on and after October 1, 1974	3.00
Senior Management Service Class	2.00

Per Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3% per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3% determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3%. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

Contributions – The Florida Legislature establishes contribution rates for participating employers and employees. Contribution rates during the 2019 fiscal year were as follows:

<u>Class</u>	<u>Percent of Gross Salary</u>		<u>Percent of Gross Salary</u>	
	<u>October 1, 2018 to June 30, 2019</u>		<u>July 1, 2018 to September 30, 2019</u>	
	<u>Employee</u>	<u>Employer (1)</u>	<u>Employee</u>	<u>Employer (1)</u>
FRS, Regular	3.00	8.26	3.00	8.47
FRS, Special Risk	3.00	24.5	3.00	25.48
FRS, Senior Management	3.00	24.06	3.00	25.41

The Town's contributions to the Plan totaled \$358,900 for the fiscal year ended September 30, 2019. This excludes the HIS defined benefit pension plan contributions.

NOTE 9 – FLORIDA RETIREMENT SYSTEM (FRS) (Continued)**FRS Pension Plan (Continued)**

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At September 30, 2019, the Town reported a liability of \$4,218,005 for its proportionate share of the Plan's net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2019. The Town's proportionate share of the net pension liability was based on the Town's contributions for the year ended June 30, 2019 relative to the contributions made during the year ended June 30, 2018 of all participating members. At June 30, 2019, the Town's proportionate share was .0122%, which is not significantly different from its proportionate share measured as of June 30, 2018. For the fiscal year ended September 30, 2019, the Town recognized pension expense of \$1,037,104 related to the FRS Pension Plan. In addition, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 250,182	\$ (2,618)
Change of assumptions	1,083,365	-
Net difference between projected and actual earnings on FRS pension plan investments	-	(233,362)
Changes in proportion and differences between Town FRS contributions and proportionate share of FRS contributions	197,503	(20,549)
Town FRS contributions subsequent to the measurement date	65,466	-
Total	<u>\$ 1,596,516</u>	<u>\$ (256,529)</u>

The deferred outflows of resources related to pensions, totaling \$65,466, resulting from Town contributions to the Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ending September 30, 2020.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30:	Amount
2020	\$ 432,164
2021	171,133
2022	329,827
2023	249,001
2024	74,336
Thereafter	18,060
Total	<u>\$ 1,274,521</u>

Actuarial Assumptions – The total pension liability in the July 1, 2018, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.60%
Salary increases	3.25%, average, including inflation
Investment rate of return	6.9%, net of pension plan investment expense, including inflation

Mortality rates were based on the PUB2010 base table varied by member category and sex, projected generationally with Scale MP-2018.

The actuarial assumptions used in the July 1, 2018, valuation were based on the results of an actuarial experience study for the period July 1, 2013, through June 30, 2018.

NOTE 9 – FLORIDA RETIREMENT SYSTEM (FRS) (Continued)

FRS Pension Plan (Continued)

Actuarial Assumptions (Continued) - The long-term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation (1)	Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	3.3%	3.3%	1.2%
Fixed income	18.0%	4.1%	4.1%	3.5%
Global equity	54.0%	8.0%	6.8%	16.5%
Real estate (property)	10.0%	6.7%	6.1%	11.7%
Private equity	11.0%	11.2%	8.4%	25.8%
Strategic investments	6.0%	5.9%	5.7%	6.7%
Total	100.0%			
Assumed inflation - mean			2.6%	1.7%

(1) As outlined in the Plan's investment policy

Discount Rate – The discount rate used to measure the total pension liability was 6.9 percent. The Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

Sensitivity of the Town's Proportionate Share of the Net Position Liability to Changes in the Discount Rate – The following presents the Town's proportionate share of the net pension liability calculated using the discount rate of 6.9%, as well as what the Town's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.9%) or 1-percentage-point higher (7.9%) than the current rate:

	1% Decrease (5.9%)	Current Discount Rate (6.9%)	1% Increase (7.9%)
Town's proportionate share of net pension liability	\$ 7,291,525	\$ 4,218,005	\$ 1,651,095

Pension Plan Fiduciary Net Position – Detailed information about the Plan's fiduciary net position is available in the FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report.

Payables to the Plan – At September 30, 2019, the Town reported payables to the plan of \$32,485.

HIS Pension Plan

Plan Description – The HIS Pension Plan (HIS Plan) is a cost-sharing multiple-employer defined benefit pension plan established under section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Division of Retirement within the Florida Department of Management Services.

Benefits Provided – For the fiscal year ended September 30, 2019, eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

NOTE 9 – FLORIDA RETIREMENT SYSTEM (FRS) (Continued)

HIS Pension Plan (Continued)

Contributions – The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2019, the contribution rate was 1.66% of payroll from October 1, 2018 through September 30, 2019 pursuant to section 112.363, Florida Statutes. The Town contributed 100 percent of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled.

The Town's contributions to the HIS Plan totaled \$37,240 for the fiscal year ended September 30, 2019.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At September 30, 2019, the Town reported a net pension liability of \$757,753 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2018. The Town's proportionate share of the net pension liability was based on the year ended June 30, 2019 contributions relative to the year ended June 30, 2018 contributions of all participating members. At June 30, 2019, the Town's proportionate share was .00677%, which did not significantly change compared to its proportionate share measured as of June 30, 2018.

For the fiscal year ended September 30, 2019, the Town recognized pension expense of \$65,725 related to the HIS Plan. In addition, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 9,204	\$ (928)
Change of assumptions	87,741	(61,933)
Net difference between projected and actual earnings on HIS plan investments	489	-
Changes in proportion and differences between Town HIS contributions and proportionate share of HIS contributions	68,081	(11,819)
Town HIS contributions subsequent to the measurement date	6,656	-
Total	<u>\$ 172,171</u>	<u>\$ (74,680)</u>

The deferred outflows of resources related to pensions, totaling \$6,656, resulting from Town contributions to the HIS Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the fiscal year ending September 30, 2020. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30:	Amount
2019	22,341
2020	21,297
2021	15,733
2022	6,329
2023	12,597
Thereafter	12,538
Total	<u>\$ 90,835</u>

NOTE 9 – FLORIDA RETIREMENT SYSTEM (FRS) (Continued)

HIS Pension Plan (Continued)

Actuarial Assumptions – The total pension liability in the July 1, 2018, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.60%
Salary increases	3.25%, average, including inflation
Investment rate of return	3.5%

Mortality rates were based on the Generational RP-2000 with Projected Scale BB. The actuarial assumptions used in the July 1, 2018 valuation were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

Discount Rate – The discount rate used to measure the total pension liability was 3.5%. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Sensitivity of the Town's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents the Town's proportionate share of the net pension liability calculated using the discount rate of 3.5%, as well as what the Town's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.5%) or 1-percentage-point higher (4.5%) than the current rate:

	1% Decrease (2.5%)	Current Discount Rate (3.5%)	1% Increase (4.5%)
Town's proportionate share of net pension liability	\$ 865,014	\$ 757,753	\$ 668,417

Pension Plan Fiduciary Net Position – Detailed information about the HIS Plan's fiduciary net position is available in the FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report.

Payables to the Plan – At September 30, 2019, the Town reported payables to the plan of \$548.

FRS – Defined Contribution Pension Plan

The Town contributes to the FRS Investment Plan (Investment Plan), a defined contribution pension plan, for its eligible employees electing to participate in the Investment Plan. The Investment Plan is administered by the SBA, and is reported in the SBA's annual financial statements and in the State of Florida Comprehensive Annual Financial Report. Service retirement benefits are based upon the value of the member's account upon retirement.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined-benefit plan. Town employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected Local Officers, etc.), as the FRS defined benefit plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices.

NOTE 9 – FLORIDA RETIREMENT SYSTEM (FRS) (Continued)

Allocations to the investment member's accounts during the 2018 fiscal year were as follows:

Class	Percent of Gross Compensation
FRS, Regular	6.30%
FRS, Special Risk	14.00%
FRS, Senior Management Class	7.67%

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the FRS Pension Plan is transferred to the Investment Plan, the member must have the years of service required for FRS Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Nonvested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS covered employment within the five year period, the employee will regain control over their account. If the employee does not return within the five year period, the employee will forfeit the accumulated account balance. Costs of administering the Investment Plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.06% from and by forfeited benefits of Investment Plan members.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the FRS Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the FRS Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income.

The Town's Investment Plan pension expense totaled \$34,378 for the fiscal year ended September 30, 2019.

At September 30, 2019, the Town reported payables to the Investment Plan of \$3,045.

NOTE 10 – POST EMPLOYMENT BENEFITS OTHER THAN PENSIONS

Plan Description

Pursuant to Section 112.0801, Florida Statutes, the Town is required to permit participation in the health insurance program by retirees and their eligible dependents at a cost to the retiree that is no greater than the cost at which coverage is available for active employees. A "retiree" is defined under Section 112.0801 as any officer or employee who retires under a state retirement system or a state optional annuity or retirement program or is placed on disability retirement and who begins receiving retirement benefits immediately after retirement from employment. Retirees pay 100% of the blended (active and retiree combined) equivalent premium rates. The blended rates provided an implicit subsidy for retirees because, on an actuarial basis, their current and future claims are expected to result in higher costs to the plan on average than those of active employees. The plan is a single employer plan. The Town currently provides a stipend of \$125 to 5 retirees towards the costs of their healthcare. This stipend will cease if the former employees become re-employed again. The plan has no assets accumulated in a GASB-compliant trust. The plan does not issue separate financial statements.

At September 30, 2019, the following employees were covered by benefit terms:

Inactive employees or beneficiaries currently receiving benefits	3
Inactive employees entitled to, but not yet receiving benefits	-
Active employees	<u>26</u>
	<u>29</u>

NOTE 10 – POST EMPLOYMENT BENEFITS OTHER THAN PENSIONS (Continued)**Changes in Total OPEB Liability**

Sources of changes in the total OPEB liability were as follows:

	Total OPEB Liability
Beginning balance	\$ 393,873
Changes due to:	
Service cost	12,167
Expected interest growth	14,141
Demographic experience	(122,756)
Assumption changes	(71,108)
Benefit payments and refunds	(22,261)
Ending balance	<u>\$ 204,056</u>

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2019, the Town recognized OPEB expense of (\$19,254). In addition, the Town reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Amortization payments	\$ -	\$ (23,301)
Change of assumptions	-	71,108
Demographic gain /loss	-	122,756
Total	<u>\$ -</u>	<u>\$ 170,563</u>

The amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30:	Amount
2020	\$ 23,301
2021	23,301
2022	23,301
2023	23,301
2024	23,301
Thereafter	54,058
Total	<u>\$ 170,563</u>

NOTE 10 – POST EMPLOYMENT BENEFITS OTHER THAN PENSIONS (Continued)

Actuarial Assumptions

Significant actuarial assumptions used to calculate the total OPEB liability were as follows:

Measurement date	September 30, 2019
Actuarial valuation date	October 1, 2018
Actuarial assumptions:	
Investment rate of return	3.58% per year; this rate was used to discount all future benefit payments and is based on the return on the S&P Municipal Bond 20-year High Grade Index as of the measurement date.
Salary increases	3% per year
Cost-of-living increases	Retiree contributions, health insurance premiums, and the implied subsidy have been assumed to increase in accordance with the healthcare cost trend rates
Healthcare cost trend rates	Increases in healthcare costs are assumed to be 7.5% for the 2019 fiscal year graded down by 0.50% per year to 5.00% for the 2024 and later fiscal years.
Age-related morbidity	Healthcare costs are assumed to increase at the rate of 3.50% for each year of age.
Implied subsidy	Because the insurance carrier charges the same monthly rate for health insurance regardless of age, an implied monthly subsidy of \$450.00 per individual has been assumed at age 62 for the 2019 fiscal year; at other ages, the implied subsidy was developed based on the age-related morbidity assumption and, for other fiscal years, the implied subsidy was increased in accordance with the healthcare cost trend rates. The implied subsidy is assumed to disappear at age 65.
Mortality basis	Sex-distinct rates set forth in the PUB-2010 Mortality Table (without income adjustments) for general and public safety employees, with full generational improvements in mortality using Scale MP-2017.
Retirement	For general employees, retirement is assumed to occur at age 62 with six years of service or at any age with 30 years of service; for police officers, retirement is assumed to occur at age 52 with six years of service or at any age with 25 years of service.
Other decrements	Assumed employment termination is based on the Scale 155 table; assumed disability is based on the Wyatt 1985 Disability Study (Class 4 rates were used for police officers and Class 1 rates were used for general employees).
Coverage election	25% of eligible employees are assumed to elect single medical coverage upon retirement or disability.
Changes:	Since the prior measurement date, the discount rate was decreased from 3.64 per annum to 3.58% per annum, the implied monthly subsidy at age 62 for fiscal year 2019 was decreased from \$594 to \$450, and the mortality basis was changed from RP-2000 Mortality Table with generational improvements in mortality using Scale BB to the PUB-2010 Mortality Table with generational improvements in mortality using Scale MP-2017

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the Town, as well as what the Town's net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.58%) or 1-percentage-point higher (4.58%) than the current discount rate:

1% Decrease (2.58%)	Current Discount Rate (3.58%)	1% Increase (4.58%)
\$ 220,951	\$ 204,056	\$ 189,167

NOTE 10 – POST EMPLOYMENT BENEFITS OTHER THAN PENSIONS (Continued)

Sensitivity of the Total OPEB Liability Using Alternative Healthcare Cost Trend Rates

The following presents the net OPEB liability of the Town, as well as what the Town's net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (6.5% decreasing to 4%) or 1-percentage-point higher (8.5% increasing to 6%) than the current healthcare cost trend rates:

1% Decrease (6.5% decreasing to 4%)	Healthcare Cost Trend Rates (7.5% Graded Down to 5%)	1% Increase (8.5% increasing to 6%)
\$ 185,727	\$ 204,056	\$ 225,665

NOTE 11 – COMMITMENTS

Interlocal Agreements

On January 10, 2012, the Town entered into an interlocal agreement with the City of Deerfield Beach, Florida to furnish emergency medical and fire protection services. The agreement had an annual base fee of \$592,540 to be adjusted annually to offset increased costs based upon further changes to the fees paid to Broward Sheriff's Office (BSO) by the City of Deerfield Beach pursuant to the BSO contract. In the current fiscal year, the fee was adjusted and the fee paid to the City of Deerfield Beach under this agreement was \$803,114.

NOTE 12 – LITIGATION

There are erosions problems on Town's beaches caused by groins installed by the City of Deerfield Beach, Florida ("Deerfield Beach"). Certain permits state that if the groins have an adverse impact on the Town it is Deerfield Beach's responsibility to take corrective action. After attempts to negotiate an interlocal agreement with the Deerfield Beach failed, the Town took legal action under Chapter 164 of the Florida Statute against the City of Deerfield Beach, Florida to honor the permit conditions regarding the groins. As of the report date, the outcome cannot be determined and, therefore, no amounts related to this matter have been reflected in the financial statements.

NOTE 13 – RISK MANAGEMENT

The Town is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The Town has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims during the past three years.

NOTE 14 – SUBSEQUENT EVENTS

Drinking Water State Revolving Fund Construction Loan Agreement-DW062610

Subsequent to fiscal year end, the State approved a second amendment to the loan providing for additional financing of \$456,299, excluding capitalized interest. An interest rate of 1.18% is established for the additional financing amount awarded in amendment. Under the amendment, the estimated principal amount of the loan was revised to \$7,164,608, inclusive of \$58,600 in capitalized interest. The semi-annual loan payments was revised to \$203,725 commencing on November 15, 2019.

Town of Hillsboro Beach \$5,000,000 Promissory Note

In March 2020 the Town issued a \$5,000,000 Promissory Note to finance capital expenditures relating to a beach renourishment project. The Town may request advances of at least \$10,000 up to the loan amount through March 31, 2021. The Note bears interest of 2.96% through April 1, 2021, and 3.04% thereafter based upon a year of 360 days. Interest is due semiannually on October 1 and April 1, commencing on October 1, 2020. Principal and interest payments in equal combined installments are due October 1 and April 1, commencing on April 1, 2021 and ending on April 1, 2026. Each payment shall be in an amount sufficient to fully amortize the principal balance determined as of the close of business March 31, 2021, plus accrued interest.

NOTE 14 – SUBSEQUENT EVENTS (Continued)

Property Purchases and Bond Issue

Subsequent to fiscal year end, the Town entered into an agreement to purchase several properties for \$13,900,000. As of the date of this report, it is uncertain how the purchase will be financed.

Beach Renourishment Promissory Note Payoff

In March 2020, the Town paid off the \$1,331,440 Beach Renourishment Promissory Note for a total payment of \$1,369,975, inclusive of \$38,535 in interest.

Coronavirus Pandemic

Subsequent to fiscal year end, the coronavirus (“COVID-19”) outbreak has prompted global health concerns. The duration and full effects of the COVID-19 outbreak are yet unknown. As a result of the COVID-19 outbreak, economic uncertainties have arisen which may negatively impact the Town, including, but not limited to stock market volatility. Other financial impacts could occur though such potential impact is unknown at this time.

TOWN OF HILLSBORO BEACH, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

	Budgeted Amounts		Actual	Variance with Final Budget - Positive (Negative)
	Original	Final	Amounts	
REVENUES				
Property taxes	\$ 4,666,047	\$ 4,666,047	\$ 4,617,684	\$ (48,363)
Special assessments	750,523	750,523	753,022	2,499
Licenses and permits	1,700	1,700	1,994	294
Utility and franchise fees	256,414	256,414	226,894	(29,520)
Intergovernmental	179,312	179,312	254,119	74,807
Grant revenue	-	240,260	2,017,013	1,776,753
Interest	42,200	126,510	126,278	(232)
Miscellaneous	30,100	30,100	47,576	17,476
Total revenues	5,926,296	6,250,866	8,044,580	1,793,714
EXPENDITURES				
Current:				
General government	727,091	764,255	789,899	(25,644)
Public safety	3,526,885	3,552,835	3,440,996	111,839
Physical environment	764,239	472,584	748,358	(275,774)
Transportation	18,558	18,558	72,538	(53,980)
Beaches	448,000	758,000	223,725	534,275
Debt service:				
Principal payment	672,420	672,420	636,554	35,866
Interest expense	78,103	78,103	59,408	18,695
Capital outlay	191,000	209,541	61,336	148,205
Total expenditures	6,426,296	6,526,296	6,032,814	493,482
Excess (deficiency) of revenues over (under) expenditures	(500,000)	(275,430)	2,011,766	2,287,196
OTHER FINANCING SOURCES				
Use of fund balance reserves	367,000	142,430	-	(142,430)
Transfers in	133,000	133,000	79,244	(53,756)
Total other financing sources	500,000	275,430	79,244	(196,186)
Net change in fund balance	\$ -	\$ -	2,091,010	\$ 2,091,010
Fund balance - beginning			2,432,582	
Fund balance - ending			\$ 4,523,592	

See notes to required supplementary information

TOWN OF HILLSBORO BEACH, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The Town is required to establish a budgetary system and an approved Annual Budget for the general fund. The Town's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Commission. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Town Commission. The general fund budget for the fiscal year ended September 30, 2019 was amended to increase revenues by \$324,570, increase appropriations by 100,000, and decrease use of fund balance by \$224,570. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2019.

**TOWN OF HILLSBORO BEACH
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN TOWN'S TOTAL OPEB LIABILITY AND RELATED RATIOS**

	<u>2019</u>	<u>2018</u>
Total OPEB Liability		
Beginning balance	\$ 393,873	\$ 393,056
Service cost	12,167	16,623
Expected interest growth	14,141	14,368
Demographic experience	(122,756)	-
Assumption changes	(71,108)	-
Benefit payments and refunds	(22,261)	(30,174)
Ending balance	<u>\$ 204,056</u>	<u>\$ 393,873</u>
 Covered payroll	 \$ 1,925,230	 \$ 1,836,995
 Total OPEB liability as a percentage of covered payroll	 10.60%	 21.44%

There are no assets in a trust compliant with GASB codification P22.101 or P52.101.

**TOWN OF HILLSBORO BEACH
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF PROPORTIONATE SHARE OF
NET PENSION LIABILITY
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019**

**Schedule of the Town's Proportionate Share of the Net Pension Liability -
Florida Retirement System Pension Plan
Last 10 Years (1) (2)**

	2019	2018	2017	2016	2015
Town's proportion of the FRS net pension liability	0.01224790%	0.01192774%	0.01122648%	0.01117190%	1.01757100%
Town's proportionate share of the FRS net pension liability	\$ 4,218,005	\$ 3,592,698	\$ 3,320,718	\$ 2,820,914	\$ 1,314,330
Town's covered payroll	\$ 2,064,137	\$ 2,104,345	\$ 1,909,272	\$ 1,728,913	\$ 1,687,914
Town's proportionate share of the FRS net pension liability as a percentage of its covered payroll	204.35%	170.73%	173.93%	163.16%	77.87%
FRS plan fiduciary net position as a percentage of the total pension liability	82.61%	84.26%	83.89%	84.88%	92.00%

**Schedule of the Town's Proportionate Share of the Net Pension Liability -
Health Insurance Subsidy Pension Plan
Last 10 Years (1) (2)**

	2019	2018	2017	2016	2015
Town's proportion of the HIS net pension liability	0.006772302%	0.006442838%	0.005941005%	0.005964028%	0.006147330%
Town's proportionate share of the HIS net pension liability	\$ 757,753	\$ 681,917	\$ 635,240	\$ 695,083	\$ 626,931
Town's covered payroll	\$ 2,064,137	\$ 2,104,345	\$ 1,909,272	\$ 1,728,913	\$ 1,687,914
Town's proportionate share of the HIS net pension liability as a percentage of its covered payroll	36.71%	32.41%	33.27%	40.20%	37.14%
HIS plan fiduciary net position as a percentage of the total pension liability	2.63%	2.15%	1.64%	0.97%	0.50%

(1) The amounts presented for each year were determined as of the measurement date, June 30.

(2) Information is only available for the years presented.

**TOWN OF HILLSBORO BEACH
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF PENSION CONTRIBUTIONS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019**

**Schedule of the Town Contributions -
Florida Retirement System Pension Plan
Last 10 Fiscal Years (1) (2)**

	2019	2018	2017	2016	2015
Contractually required FRS contribution	\$ 358,900	\$ 354,171	\$ 288,224	\$ 260,082	\$ 248,093
FRS contributions in relation to the contractually required contribution	(358,900)	(354,171)	(288,224)	(260,082)	(248,093)
FRS contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -
Town's covered payroll	\$ 2,005,228	\$ 2,092,174	\$ 1,906,430	\$ 1,664,196	\$ 1,720,063
FRS contributions as a percentage of covered payroll	17.90%	16.93%	15.12%	15.63%	14.42%

**Schedule of the Town Contributions -
Health Insurance Subsidy Pension Plan
Last 10 Fiscal Years (1) (2)**

	2019	2018	2017	2016	2015
Contractually required HIS contribution	\$ 33,287	\$ 34,730	\$ 31,647	\$ 27,626	\$ 23,499
HIS contributions in relation to the contractually required contribution	(33,287)	(34,730)	(31,647)	(27,626)	(23,499)
HIS contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -
Town's covered payroll	\$ 2,005,228	\$ 2,092,174	\$ 1,906,430	\$ 1,664,196	\$ 1,720,063
HIS contributions as a percentage of covered payroll	1.66%	1.66%	1.66%	1.66%	1.37%

(1) The amounts presented for each fiscal year were determined as of September 30.

(2) Information is only available for the years presented.



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Town Commission
Town of Hillsboro Beach, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, business type activities and each major fund of the Town of Hillsboro Beach, Florida ("Town") as of and for the fiscal year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements, and have issued our opinion thereon dated June 26, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted a matter involving the internal control over financial reporting and compliance that we have reported to management of the Town in a separate letter dated June 26, 2020.

The Town's response to the finding identified in our audit is described in the accompanying Management Letter. We did not audit the Town's responses and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Shaw & Associates

June 26, 2020



Grau & Associates
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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Town Commission
Town of Hillsboro Beach, Florida

We have examined the Town of Hillsboro Beach, Florida's ("Town") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2019. Management is responsible for Town's compliance with those requirements. Our responsibility is to express an opinion on Town's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Town complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the Town complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the Town's compliance with specified requirements.

In our opinion, the Town complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2019.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Town Commission of the Town of Hillsboro Beach, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Grau & Associates

June 26, 2020



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL FOR THE STATE OF FLORIDA

To the Town Commission
Town of Hillsboro Beach, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of the Town of Hillsboro Beach, Florida ("Town") as of and for the fiscal year ended September 30, 2019, and have issued our report thereon dated June 26, 2020.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters based on an audit of the financial statements performed in accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 26, 2020, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the Town, as described in the first paragraph, we report the following:

- I. **Current year findings and recommendations.**
- II. **Status of prior year findings and recommendations.**
- III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Town Commission of the Town of Hillsboro Beach, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank the Town of Hillsboro Beach, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

Grau & Associates

June 26, 2020

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

2019-01 Internal Control Over Permits:

Observation: During our testing we noted several errors that did not appear to be corrected during the normal course of operations, including:

- Lack of clarity of charges for public awareness and education fees relating to permits. Per the fee schedule, amounts are based on permit and review fees. In the majority of the cases examined, the fee was charged only on the permit fee. In one case, the fees were charged on the permit fee plus the first review fee but not on the remaining review fees. In addition, in one instance the public awareness fee was charged on the job value rather than the permit fee.
- For one permit examined, no Town surcharge was charged. Client indicated that the fees had been eliminated, however the permit receipt was in June 2019 and the permit fee statute change was not effective until July 2019.

Recommendation: The Town should implement improved internal control procedures to ensure that all permit fee amounts are charged in accordance with approved fee schedules.

Management Response: The Town has implemented internal controls to ensure that all permit fee amounts are charged in accordance with approved fee schedules.

II. PRIOR YEAR FINDINGS AND CURRENT YEAR STATUS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2018.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2019, except as noted above.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2019.

REPORT TO MANAGEMENT (Continued)

4. The name or official title and legal authority of the Town are disclosed in the notes to the financial statements.
5. The Town has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2019. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR
STATE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED
BY CHAPTER 10.550 RULES OF THE AUDITOR GENERAL**

To the Town Commission
Town of Hillsboro Beach, Florida

Report on Compliance for the Major State Project

We have audited the Town of Hillsboro Beach, Florida's ("Town") compliance with the types of compliance requirements described in the *Department of Financial Services' State Projects Compliance Supplement* that could have a direct and material effect on the Town's major state project for the fiscal year ended September 30, 2019. The Town's major state project is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with state statutes, laws, regulations, and the terms and conditions of its state awards applicable to its state programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the Town's major state project based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; and Chapter 10.550, Rules of the Auditor General. Those standards and Chapter 10.550 Rules of the Auditor General, require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major state project occurred. An audit includes examining, on a test basis, evidence about the Town's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major state project. However, our audit does not provide a legal determination of the Town's compliance.

Opinion on the Major State Project

In our opinion, the Town complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major state project for the fiscal year ended September 30, 2019.

Report on Internal Control Over Compliance

Management of the Town is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Town's internal control over compliance with the types of requirements that could have a direct and material effect on the major state project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major state project and to test and report on internal control over compliance in accordance with Chapter 10.550, Rules of the Auditor General, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a state project will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Chapter 10.550, Rules of the Auditor General. Accordingly, this report is not suitable for any other purpose.

B. H. & Associates

June 26, 2020

TOWN OF HILLSBORO BEACH, FLORIDA

SCHEDULE OF EXPENDITURES OF
STATE FINANCIAL ASSISTANCE
FISCAL YEAR ENDED SEPTEMBER 30, 2019

<u>State Grantor/Pass-Through Grantor/Program Title</u>	<u>CSFA Number</u>	<u>Grant or Contract Number</u>	<u>Expenditures</u>
State Financial Assistance			
<u>Environmental Protection Agency Pass-Through Program From:</u>			
Florida Department of Environmental Protection			
Drinking Water Facility Construction Program	37.076	DW062610	<u>\$ 1,773,847</u>
Total Expenditures of State Financial Assistance			<u>\$ 1,773,847</u>

See accompanying notes to schedule of expenditures of state financial assistance.

TOWN OF HILLSBORO BEACH, FLORIDA
NOTES TO SCHEDULE OF EXPENDITURES OF
STATE FINANCIAL ASSISTANCE
FISCAL YEAR ENDED SEPTEMBER 30, 2019

Note 1. Basis of Presentation

The accompanying schedule of expenditures of state financial assistance includes state grant activity of the Town of Hillsboro Beach, Florida. The information in this schedule is presented in accordance with the requirements Chapter 10.550, Rules of the Auditor General. Since the schedule presents only a selected portion of the operations of the Town, it is not intended to and does not present the financial position, changes in net position, or cash flows of the Town.

Note 2. Summary of Significant Accounting Policies

Expenditures reported on the schedule are reported on the accrual basis of accounting.

TOWN OF HILLSBORO BEACH, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS -
STATE PROJECTS
FISCAL YEAR ENDED SEPTEMBER 30, 2019

A. SUMMARY OF AUDIT RESULTS

1. The auditor's report expresses an unmodified opinion on the financial statements of the Town.
2. No significant deficiencies or material weaknesses relating to the audit of the financial statements are reported in the independent auditor's report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of the Town were disclosed during the audit.
4. No significant deficiencies relating to the audit of the major state project are reported in the independent auditor's report on compliance for each major State project and on internal control over compliance required by Chapter 10.550, rules of the Auditor General.
5. The independent auditor's report on compliance with requirements that could have a direct and material effect on the state project for the Town expresses an unmodified opinion.
6. There were no audit findings relative to the major state project tested for the Town.
7. The state project tested as a major project include:

State Project	CSFA#	Amount
Drinking Water Facility Construction Program	37.076	\$1,773,847

8. The dollar threshold used to distinguish between Type A and Type B for major state projects was \$750,000.
9. The Town did qualified as a low-risk auditee for the fiscal year ended September 30, 2019.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

See accompanying Management Letter.

C. FINDINGS AND QUESTIONED COSTS – STATE PROJECTS

None

D. OTHER ISSUES

No summary schedule of prior audit findings is required because there were no prior audit findings related to state projects.

No corrective action plan is required because there were no findings required to be reported under the Florida Single Audit Act.

E. PRIOR YEAR FINDINGS – MAJOR STATE PROJECTS

Not applicable

TOWN OF HILLSBORO BEACH



FY 2021 BUDGET PRESENTATION

Meeting Date: July 07, 2020

BUDGET SCHEDULE

July 7, 2020	Budget presentation and discussion. Set time, date and place of the first public hearing. Adopt the Preliminary Millage Rate for inclusion in County Appraiser August TRIM Notice.
September 14, 2020	Public Hearing – Adopt Tentative Millage Rate & Tentative Annual Budget – Starts at 5:01 p.m.
September 20, 2020	Publish Budget Summary & Notice of Budget Hearing (or Proposed Tax Increase as required) In Sun-Sentinel.
September 23, 2020	Public Hearing – Adopt Final Millage Rate & Final Annual Budget – Starts at 5:01 p.m.
September 26, 2020	Final Millage Rate submitted to County Appraiser, County Tax Collector and State Department of Revenue

GOALS FOR MEETING

- Budget presentation and discussion.
- Commission and Resident Feedback
- Set time, date and place of the first public hearing.
- Adopt the Preliminary Millage Rate for inclusion in TRIM Notice.

3

BUDGET BOOK

- Town Vision And Mission Statements To Provide Overarching Framework For Decision Making And Resource Allocation
- Comprehensive Budget Document To Integrate Financial Results And Decisions With Town's Accomplishments and Goals Operations
 - ❑ Documented Alignment Of Resources To Services
 - ❑ Celebration Of Accomplishments
 - ❑ Insight As To Forward Direction
- Ensured Transparency Through Insight Into Department Missions And Justification Of Resources Expended.
- Focus On Fund Balance
- Increased Time Horizon (Five-Year Capital Improvement Program)

4

FY 2020 ACHIEVEMENTS

- Completed fully funded 2020 beach nourishment project. Currently assisting in reimbursement requests.
- Qualified Town for FEMA funding for next beach nourishment project due to Hurricane Dorian damages. Currently securing FEMA funding (75%) for FY2021 (~\$4.2M estimated project cost).
- \$983,036 DEP grant award for beach nourishment related to Hurricane Irma. This grant is expected to fund the Town's share of the beach nourishment project completed in 2020.
- Recruited and hired new Chief of Police
- Negotiated a new garbage "all-in" contract price at one of the lowest rates in Broward and included two HHW events for the Town.
- Implemented a Household Hazardous Waste Collection program, free of charge and added a new prescription drug drop off collection site.
- Added new TVs for visual presentations to be viewed from all seats in the chambers.
- Developed scope of work and selected paint colors for painting of Town Hall, and competed formal solicitation to paint, replace shutters, remove stone façade and river rock.

5

FY 2020 ACHIEVEMENTS (CONTINUED)

- Maintain monthly e-newsletters prepared to keep residents informed and further promote open government.
- Maintain Town website with relevant information for transparency and compliance.
- Initiated Process to implement Electronic Campaign Finance Reporting.
- Distribution system water loss of 5.91% vs. acceptable national standard of 10%
- Performed much needed maintenance on Spiractor and other water treatment equipment thus allowing the water treatment equipment to operate more efficiently with less on/off disruptions in the water treatment process, producing a clearer treated water.
- Creation of processes and procedures to operate in the Covid-19 pandemic environment.
- Expansion of online permitting for small, single trade projects.
- Completion of multiple large legacy projects inherited from the Broward County Building Department.
- Initiated study of Intracoastal Waterway dredged sand as a potential source for future re-nourishment projects.
- Completed swim zone buoy relocation permit modification and project design.
- Obtained bridge loan for Beach FEMA project.

6

FY 2020 ACHIEVEMENTS (CONTINUED)

- Updated, revised and implemented numerous policy changes to ensure the Police Department met current accreditation and legal standards.
- Purchase of two new hybrid patrol cars partially funded with forfeiture funds.
- Implemented TraCS software (Traffic and Criminal Software). This free, state provided software allows the Hillsboro Beach Police Department to accurately report and send crash report to the state and local state attorney.
- All personnel were re-certified in CPR/AED and First Responder.
- All sworn personnel were re-certified in Use of Force and Firearm.
- Implementation of multiple practices to ensure the safety of residents and employees for the COVID-19 global pandemic.

7

FY 2021 GOALS

- Successful Conclusion of Beach Litigation
- Conduct successful national and municipal elections.
- Active Code Compliance presence.
- Additional focus on roadway safety.
- Coordinate next Beach re-nourishment project.
- Examine funding alternatives for future beach projects.
- Continue to expand and enhance Town Events.
- Complete design and easement acquisition phase of FPL underground utility project.
- Implement Phase II of off-site storage solution for government records.
- Implement online Public Records Request management solution.

8

FY 2021 GOALS (CONTINUED)

- Audit Town Website quarterly for State regulatory and ADA compliance.
- Enhance electronic agenda management software platform to encourage universal use and increase efficiency.
- Semi-Annual shredding events to purge records according to record retention requirements.
- Hold auction to eliminate old and broken equipment and supplies
- Complete painting of Town Hall
- Paint Commission Chambers
- Replace at least 10 dumpsters in 90 days.
- Continue high level of customer service excellence.
- Continue program to refurbish solid waste containers.
- Continue Community Recycling Program.

9

FY 2021 GOALS (CONTINUED)

- Develop retention policy and procedure for historical water records.
- Complete water well rehabilitation project with installation of VFD's for well motors.
- Elevated tank to be completely painted and rusted areas to be overhauled.
- Complete touch meter reading system (pending)
- RFQ to hire company to phase out /convert private source lines to Town lines.
- Execute recommended solutions per the assessment for better functionality of water plant.
- Mandatory ongoing Firearm/Use of Force/Defensive Tactic Training.
- Post-Traumatic Stress Awareness and De-escalation Training.
- Incorporate National Incident Management (NIMS) Training for all Town employees.
- Revise and enhance our Crosswalk/Pedestrian/Cyclist Safety Program.
- Advance our Crime Prevention efforts with expanded focus on fraud and financial crimes targeting our elderly population.

10

FY 2021 GOALS (CONTINUED)

- Deploy first Hybrid Police vehicles for the Town.
- Expand use of social media platforms for community outreach, education and awareness.
- Implement new uniformed computers, with up-to-date devices, several software programs and CJIS Criminal Justice Information Systems data bases.
- Deploy in-car and body camera capabilities.
- Develop a plan for an emergency operations center located at the Water Department facility property.
- Deploy an operational plan with the Broward Sheriff's Office to educate boaters in best boating safe practices.
- Implement a training facility for the Hillsboro Beach Police Department to improve decision making and reality-based training for officers.
- Complete 100% of required fire plan reviews in a responsive and efficient manner.
- Annual inspection of Town fire hydrants.
- Continue educational programs through department Life Safety Educators.

11

FUND STRUCTURE

- **General Fund – General Government Activity**
 - ❑ Special Revenue Fund – Activities for Which Funding Is Available Only For Those Activities, e.g.,
 - Transportation (Community Bus)
 - Marine Law Enforcement
 - Building Permits
 - Planning & Zoning / Code Enforcement
 - ❑ Debt Service Fund – Payment of FEMA Loan
 - ❑ General Fund Capital Improvement Program Fund – All Capital Projects Other Than Water Department Projects
- **Water Fund – Water Department Operations**
 - ❑ Water Debt Service Fund – Payment Of Loans For Water Plant & Water Main Projects
 - ❑ Water Fund Capital Improvement Program – Water Department Capital Projects

12

BUDGET ASSUMPTIONS

- Proposed FY 2021 Operating Budget – Based On FY 2020 Service Levels.
 - General Fund Contingency Of \$100,000 Available For Possible Additional Initiatives Or Retention.
- No change in team count.
- Compensation
 - Step Increase – \$10,598 – Wages & Benefits
 - COLA – 2% – \$59,602 – Wages & Benefits
 - FRS decrease – \$2,758
 - Health – 15% – \$64,015 (Rate Increase Estimated)
 - Life, Vision & Dental – 10% – \$2,383 (Rate Increase Estimated)
 - Workers Comp – Reduced by \$19,436
- Contract Increases
 - Police (2% COLA – \$38,387), Fire Rescue (5% – \$40,933), Solid Waste (25% - \$60,968), Finance (1.5% – \$1,295)

13

BUDGET ASSUMPTIONS (CONTINUED)

- Insurance Premiums – 15% contingency for GL/Property/Liability, Flood, Pollution and Auto insurances.
- Beach Management
 - Litigation To Continue - \$500,000 Of Litigation-Related Activity Funded By Fund Balance.
 - Continued Beach Monitoring & Quarterly Reporting Required - \$59,500
- General Fund Capital Improvement Program (CIP) Decreased From FY 2020
 - FY2021 Budget: \$5,486,156 → **\$133,000**
 - \$66,000 for (2) Police Vehicles
 - \$7,500 for Modifications to Commission Chambers.
- Water Fund Capital Improvement Program (CIP) Increased From FY 2020
 - FY2021 Budget: \$698,500 → **\$713,500**
 - \$120,000 for Well Rehabilitation.
 - \$350,000 for Storage Reservoir.
 - \$100,000 for Water Tower Improvements.
 - \$60,000 for Pump House Roof Improvements
 - \$83,500 for General Projects / Repairs & Maintenance.

14

STAFFING SUMMARY

Department/Fund	FY 2019		FY 2020		FY 2021	
	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time
Commission	–	5	–	5	–	5
Manager	1	–	1	–	1	–
Clerk	2	–	2	–	2	–
Police	19	3	19	3	19	3
Facility Services	1	–	1	–	1	–
Total General Fund	23	8	23	8	23	8
Water Fund	5	1	5	1	5	1
Total Staffing	28	9	28	9	28	9

15

ALL FUNDS

(\$ 000)	FY 2020			FY 2021		
	Budget	Forecast	Fav/ (Unfav)	Budget	Incr / (Decr) Budget	% Incr vs. Bgt
Revenue – (Excluding Grants)	\$8,244	\$8,160	(\$84)	\$7,491	(\$753)	(9%)
Grants	4,690	103	(4,587)	172	(4,519)	(96%)
Loans	1,090	3,215	2,125	640	(450)	(41%)
Transfer In	1,018	849	(168)	1,027	10	1%
Use Of Fund Balance	806	916	111	854	48	6%
Total Funding	15,847	13,243	(2,604)	10,184	(5,664)	(36%)
Expenditures	8,545	8,869	(324)	8,210	(335)	(4%)
Capital	6,185	3,579	2,606	847	(5,338)	(86%)
General Fund Contingency	100	0	100	100	0	0.0%
Transfer Out	1,018	795	223	1,027	10	1%
Total Expenditures	\$15,847	\$13,243	(\$2,604)	\$10,184	\$5,664	(36%)

16

General Fund

17

GENERAL FUND - OVERVIEW

(\$ 000)	FY 2020			FY 2021		
	Budget	Forecast	Fav/ (Unfav)	Budget	Incr / (Decr) Budget	% Incr vs. Budget
Revenue / Transfer In	\$ 5,396	\$5,338	(\$58)	\$5,435	\$39	1%
Use of Fund Balance	700	453	(247)	894	194	28%
Total Funding	6,096	5,790	(305)	6,329	233	4%
Expenditures -- (Ex Cont., Trf. Out)	5,624	5,473	151	5,729	105	2%
Contingency	100	0	100	100	0	0%
Transfer Out	372	317	55	500	128	34%
Total Expenditures	6,096	5,790	305	6,329	233	4%
Opening Fund Balance	3,842	3,842	-	3,389	(453)	(12%)
Use Of Fund Balance	(700)	(453)	247	(894)	(194)	28%
Closing Fund Balance	\$3,142	\$3,389	\$247	\$2,495	(\$647)	(-21%)
Closing Bal As % Expend	52%	59%	7%	39%	N/A	N/A

18

PROPERTY TAX - ROLLED-BACK RATE ANALYSIS

Tax Base Analysis

(\$ Millions)

FY 2020 Tax Base - As Of July 1, 2020

FY 2021 Tax Base

Growth - Enhanced Market Value

FY 2021 Tax Base - Before New Additions

Growth - New Additions To Tax Base

FY 2021 Tax Base - Total

Tax Base	% Incr
1,388.3	
49.2	3.54%
1,437.5	
10.2	0.73%
1,447.7	4.27%

Property Tax Analysis

FY 2020 Millage Rate & FY 2020 Final Tax Base

FY 2021 Tax Base Before New Additions

FY 2021 Rolled Back Rate & FY 2021 Tax Base

New Additions

Property Tax At Rolled Back Rate

Property Tax At 3.5000 Mills

Mill Rate	Tax Base	Prop Tax
3.5000	1,388.3	4,859
		↕
3.3803	1,437.5	4,859
3.3803	10.2	0.034
3.3803	1,447.7	4,893
		0.173
3.5000	1,447.7	5,067

19

MILLAGE RATE IMPACT

FY 2020

Market Value

Taxable Value

Millage Rate

Property Tax

FY 2021

Market Value Growth %

Market Value

Taxable Value

Taxable Value % Increase

Millage Rate = 3.5000 Mills

(FY 20 Adopted Millage Rate)

Property Tax

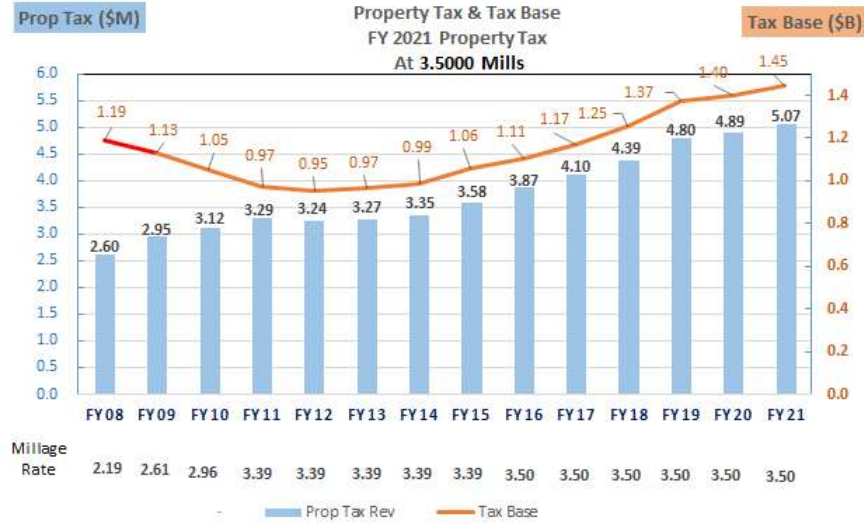
Property Tax Incr /(Decr)

Property Tax % Increase

Market Value \$400,000		Market Value \$1,000,000		Market Value \$5,000,000	
H-Stead	N-H-Stead	H-Stead	N-H-Stead	H-Stead	N-H-Stead
400,000	400,000	1,000,000	1,000,000	5,000,000	5,000,000
240,966	400,000	677,415	1,000,000	3,587,074	5,000,000
3.5000	3.5000	3.5000	3.5000	3.5000	3.5000
843	1,400	2,371	3,500	12,555	17,500
1.4%	1.4%	1.4%	1.4%	1.4%	1.4%
405,528	405,528	1,013,819	1,013,819	5,069,095	5,069,095
255,616	405,528	714,041	1,013,819	3,770,204	5,069,095
6.1%	1.4%	5.4%	1.4%	5.1%	1.4%
895	1,419	2,499	3,548	13,196	17,742
51	19	128	48	641	242
6.1%	1.4%	5.4%	1.4%	5.1%	1.4%

20

PROPERTY TAX TREND CHART



21

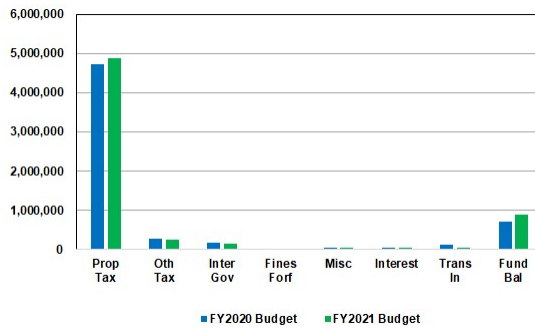
GENERAL FUND - FUNDING

(\$ 000)	FY 2020			FY 2021		
	Budget	Forecast	Fav/ (Unfav)	Budget	Incr / (Decr) Budget	% Incr. vs. Budget
Property Tax (Net)	\$4,716	\$4,727	\$11	\$4,885	\$169	4%
FPL Franchise	230	228	(2)	230	-	0%
Local Comm. Tax	40	35	(5)	30	(10)	(25%)
State Rev Sharing	46	35	(11)	24	(22)	(47%)
Half Cent Sales Tax	131	130	(1)	125	(6)	(5%)
Net Interest	48	71	23	33	(15)	(31%)
Other	52	61	9	58	6	11%
Total Revenue	5,263	5,288	25	5,385	122	2%
Transfer In	133	50	(83)	50	(83)	(62%)
Use Of Fund Balance	700	453	(247)	894	194	28%
Total Funding	\$6,096	\$5,790	(\$305)	\$6,329	\$233	4%

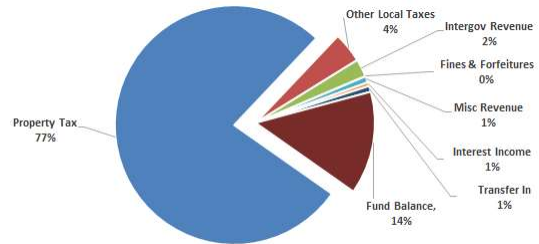
22

GENERAL FUND - FUNDING

FY2020 Budget vs. FY2021 Budget



FY2021 Budget by Type



23

GENERAL FUND – EXPENDITURE BY DEPARTMENTS

(\$ 000)	FY 2020			FY 2021		
	Budget	Forecast	Fav/ (Unfav)	Budget	Incr/(Decr) Budget	% Incr. vs. Budget
Commission	\$48	\$35	\$14	\$47	(\$2)	(4%)
Town Manager	357	313	44	304	(54)	(15%)
Town Clerk	253	163	90	260	7	3%
Police	2,881	2,843	38	2,995	114	4%
Facility Services	211	193	18	219	7	3%
Finance	111	116	(6)	117	7	6%
Fire Rescue	819	819	0	860	41	5%
Solid Waste	274	268	6	335	61	22%
Beach Management	663	715	(52)	587	(76)	(11%)
Donations	7	7	0	6	0	(3%)
Contingency	100	0	100	100	0	0%
Transfer Out	372	317	55	500	128	34%
Total Expenditure	\$6,096	\$5,790	(\$305)	\$6,329	\$233	4%

24

GENERAL FUND – EXPENDITURE BY CATEGORY

(\$ 000)	FY 2020			FY 2021		
	Budget	Forecast	Fav/ (Unfav)	Budget	Incr/(Decr) Budget	% Incr vs. Budget
Expenses						
Personnel	\$3,161	\$3,061	\$101	\$3,277	\$116	4%
Operating	2,463	2,412	50	2,452	(11)	0%
Contingency	100	-	100	100	0	0%
Total Expenses	5,724	5,473	251	5,829	105	2%
Transfer Out						
To Transportation Fund	17	0	17	0	(17)	(100%)
To Debt Service - FEMA Loan	0	0	0	388	388	N/A
To P&Z / Code Compliance	0	32	(32)	39	39	N/A
To Gen Fund CIP	355	286	69	74	(282)	(79%)
Total Transfer Out	372	317	55	500	128	34%
Total Expenditures	\$6,096	\$5,790	305	\$6,329	\$233	4%

25

GENERAL FUND – FUNDING SOURCES BRIDGE

	FY 2020 Budget	Incr / (Decr)	FY 2021 Budget	Comments
FUNDING				
Revenue				
Property Tax	\$ 4,715,939	\$ 168,903	\$ 4,884,842	4.27% increase in taxable values.
Misc. - Police reimbursement	20,000	15,000	35,000	Increase for task force activities (based on expenditures)
Other Revenue	527,049	(61,963)	465,086	Decrease in intergovernmental revenue.
Total Revenue	5,262,988	121,940	5,384,928	
Transfer In				
From Water Fund	50,000	-	50,000	No Change from prior year.
From Permitting, P&Z, Other	83,000	(83,000)	-	Elimination of Building Surcharge
Total Transfer In	133,000	(83,000)	50,000	
Use Of Fund Balance	699,827	194,436	894,263	Increased due to FEMA loan.
Total Funding	6,095,815	233,376	6,329,191	

26

GENERAL FUND - OPERATING COST BRIDGE

(\$0)	FY 2020 Budget	FY 2021 Budget	Incr./ (Decr.)	Comments
Commission	17,393	15,600	(1,793)	Decrease in election cost for municipal & primary elections.
Town Manager	140,600	79,600	(61,000)	Removed \$62K for Lobbyist services
Town Clerk	88,132	85,232	(2,900)	Reduction in Advertising, Mailings, and records digitization.
Police	232,381	248,043	15,663	Increase in Boat repairs / Uniforms, Rentals and Training. Offset by reduction in legal, fuel & oil, and IT services.
Facility Services	110,797	117,781	6,984	Increase in telephone and R&M – Bocce Court
Finance	110,639	117,480	6,841	Increase in investment fees and account services budget.
Fire Rescue	819,287	860,220	40,933	Increase for new contract
Solid Waste	273,714	334,682	60,968	Increase for new contract
Beach	663,000	587,000	(76,000)	Increase in Engineering expenses.
Charity	6,560	6,344	(216)	
Total	2,462,503	2,451,982	(10,520)	

27

GENERAL FUND - PERSONNEL COST BRIDGE

FY 2020 Budget		3,161,272
Rate Changes		
Health (15%)	64,015	
Life/Vision/Dental (10%)	2,383	
FRS (Special Risk contribution rate decreased by 4%; offset by increases in regular rate - 18.1% and City Manager rate - 7.4%)	(2,758)	
Workers Compensation (Reduced to match revised rates)	(19,436)	
Total	44,205	
Compensation Increases (Includes Benefits Impact)		
Step Increase	10,598	
COLA Increase (2.0%)	64,469	
Total	75,067	
Other Changes		
Increased OT for Police Task force	6,000	
Increased Sick Payout	1,000	
Other Police Salary Adjustments	4,316	
Year over year change in premiums / employee adjustments	(20,093)	
Change in FRS DROP status (Police chief)	11,274	
All other wage adjustments / staffing changes compared to budget	(5,784)	
	(3,287)	
Total Change	115,985	115,985
FY 2021 Budget		3,277,256

28

SPECIAL REVENUE FUND

29

SPECIAL REVENUE FUND – COMMUNITY BUS

(\$0)	FY 2020			FY 2021		
	Budget	Forecast	Fav/ (Unfav)	Budget	Incr/(Decr) Budget	% Incr vs. Budget
Local Opt Gas Tax	\$35,971	\$32,601	(\$3,370)	\$35,971	\$0	0%
County Trans Grant	\$28,888	\$72,204	\$43,316	\$81,900	\$53,012	184%
Transfer In	\$17,041	\$0	(\$17,041)	\$0	(\$17,014)	(100%)
Total Funding	\$81,900	\$104,805	\$22,905	\$117,871	\$35,971	44%
Bus Contract	\$81,900	\$72,204	\$9,696	\$81,900	\$0	0%
Total Expenditures	\$81,900	\$72,204	\$9,696	\$81,900	\$0	0%

30

SPECIAL REVENUE FUND – MARINE LAW ENFORCEMENT GRANT

(\$0)	FY 2020			FY 2021		
	Budget	Fcst	Fav/ (Unfav)	Budget	Incr / (Decr)	% Incr vs. Fcst
Grant	\$30,336	\$30,336	\$0	\$30,336	\$0	0%
Total Funding	\$30,336	\$30,336	\$0	\$30,336	\$0	0%
Police Expense	\$30,336	\$30,336	\$0	\$30,336	\$0	0%
Total Expenditures	\$30,336	\$30,336	\$0	\$30,336	\$0	0%

31

SPECIAL REVENUE FUND – BUILDING PERMITS

(\$0)	FY 2020			FY 2021		
	Budget	Forecast	Fav/ (Unfav)	Budget	Incr/(Decr) Budget	% Incr vs. Budget
Building Permit Fees	\$300,000	\$247,197	(\$52,803)	\$250,000	(\$50,000)	(17%)
Building Administrative Fees	123,000	0	(123,000)	0	(123,000)	(100%)
Total Funding	423,000	247,197	(175,803)	250,000	(173,500)	(41%)
Prof Serv. - Bldg. Permits – RMA	30,000	31,943	(1,943)	30,000	0	0%
Prof Serv. - Bldg. Permits - CG&A	255,000	209,932	45,068	212,500	(42,500)	(17%)
Credit Card Processing Fees	0	5,322	(5,322)	7,500	7,500	N/A
Transfer to General Fund	83,000	0	83,000		(83,000)	(100%)
Total Expenditures	\$368,000	\$247,197	\$120,803	\$250,000	(118,000)	(32%)

32

SPECIAL REVENUE FUND –PLANNING & ZONING, CODE

(\$0)	FY 2020			FY 2021		
	Budget	Forecast	Fav/ (Unfav)	Budget	Incr/(Decr) Budget	% Incr vs. Budget
Planning & Zoning Fees	\$10,000	\$6,086	(\$3,914)	\$10,000	\$0	0.0%
Fire Fees	0	1,000	1,000	1,500	1,500	N/A
Transfer in from General Fund	0	31,626	31,626	38,500	38,500	N/A
Total Funding	10,000	38,712	28,712	50,000	40,000	400%
Prof Serv. - Gen Admin – RMA	15,000	11,357	3,643	15,000	0	0.0%
Prof Serv. - Site Planning – RMA	10,000	14,871	(4,871)	10,000	0	0.0%
Prof Serv. - Eng. (Other)	10,000	2,400	7,600	10,000	0	0.0%
Code Compliance	30,000	10,083	19,917	15,000	(15,000)	(50.0%)
Total Expenditures	\$65,000	\$38,712	\$26,288	\$50,000	(\$15,000)	(23.1%)

33

Debt Service Fund FEMA Loan

34

DEBT SERVICE FUND – FEMA LOAN

(\$ 000)	FY 2020			FY 2021		
	Budget	Forecast	Fav/ (Unfav)	Budget	Incr/(Decr) Budget	% Incr vs. Budget
Transfer from General Fund	\$0	\$0	0	\$388	\$388	N/A
Total Funding	0	0	0	388	388	N/A
Debt Service	0	0	0	388	–	–
Total Expenditures	0	0	0	388	–	–
Fund Bal – Open	0	0	0	0	0	0%
Change	0	0	0	0	0	0%
Fund Bal – Close	\$0	\$0	\$0	\$0	\$0	0%

35

General Fund Capital Improvement Program

36

GENERAL FUND CAPITAL IMPROVEMENT PROGRAM - FUNDING

(\$ 000)	FY 2020			FY 2021		
	Budget	Forecast	Fav/ (Unfav)	Budget	Incr./(Decr.) Budget	% Incr. vs. Budget
Grant Revenue	\$4,631	\$1	(\$4,631)	\$60	(\$4,572)	(99%)
Bank Loan	500	3,215	2,715	0	(500)	(100%)
Transfer In	355	318	(37)	74	(282)	(79%)
Total Funding	\$5,486	\$3,534	(\$1,952)	\$133	(\$5,353)	(98%)

37

GENERAL FUND CAPITAL IMPROVEMENT PROGRAM - EXPENDITURES

(\$ 000)	FY 2020			FY 2021		
	Budget	Forecast	Fav/ (Unfav)	Budget	Incr./(Decr.) Budget	% Incr. vs. Budget
Engineering - FY2020 Project	\$223	\$123	\$100	\$0	(\$223)	(100%)
Construction - FY2020 Project	4,408	3,263	1,145	0	(4,408)	(100%)
Engineering - FY2020 Monitoring	0	0	0	55	55	N/A
Engineering – Quarterly Reporting	0	0	0	5	5	N/A
FPL Utility Design	80	1	79	0	(80)	(100%)
Buoys Relocation	130	14	116	0	(130)	(100%)
Police Car	70	70	0	66	(4)	(6%)
Police Equipment	0	6	(6)	0	0	N/A
Town Hall Renovation	500	0	500	0	500	(100%)
Commission Chambers- Monitors	5	0	5	0	(5)	(100%)
Commission Chambers- Modifications	0	0	0	8	8	N/A
Roof- Emergency Generator Bldg	5	0	5	0	(5)	(100%)
Roof - Police Building	65	0	65	0	(65)	(100%)
Total Expenditures	\$5,486	\$3,477	\$2,009	\$133	(\$5,353)	(98%)

38

Water Fund

39

WATER FUND - OVERVIEW

(\$ 000)	FY 2020			FY 2021		
	Budget	Forecast	Fav/ (Unfav)	Budget	Incr./(Decr.) Budget	% Incr. vs. Budget
Revenue	\$1,415	\$1,487	\$72	\$1,462	\$47	3%
Use / (Add) Bal	73	(155)	(228)	(65)	(138)	(189%)
Total Funding	1,488	1,332	(156)	1,396	(91)	(6%)
Expenses (excluding transfers)	925	855	71	869	(56)	(6%)
Transfer Out	562	477	85	527	(35)	(1%)
Total Expenses	1,488	1,332	156	1,396	(91)	(6%)
Fund Bal – Open	1,132	1,132	0	1,287	155	14%
Change	(73)	155	228	65	138	(189%)
Fund Bal - Close	\$1,059	\$1,287	\$228	\$1,352	\$293	28%
Closing Bal % Expend	71%	97%	25%	97%	26%	NA

40

WATER FUND – FUNDING

(\$ 000)	FY 2020			FY 2021		
	Budget	Forecast	Fav/ (Unfav)	Budget	Incr./(Decr.) Budget	% Incr. vs. Budget
Water Service Revenue	\$1,282	\$1,353	\$71	\$1,326	\$44	3.5%
Other Revenue	133	134	1	135	3	1.9%
Total Revenue	1,415	1,487	72	1,462	47	3.3%
Use / (Add To) Net Assets	73	(155)	(228)	73	30	68%
Total Funding	\$1,488	\$1,332	(\$156)	\$1,396	(\$91)	(6.1%)

41

WATER FUND - EXPENSES

(\$ 000)	FY 2020			FY 2021		
	Budget	Forecast	Fav/ (Unfav)	Budget	Incr./(Decr.) Budget	% Incr. vs. Budget
Personnel Expense	\$519	\$500	\$18	\$543	\$24	5%
Operating Expense	407	354	52	326	(81)	(20%)
Total Expenses (excl. Transfers)	925	855	71	869	(56)	(6%)
Trf – General Fund	50	50	0	50	0	0%
Trf – Debt Service	404	404	0	404	0	0%
Trf – Water CIP	109	23	85	74	(35)	(3%)
Total Transfer Out	562	477	85	527	(35)	(6%)
Total Expenses	\$1,488	\$1,332	\$156	\$1,396	(\$91)	(6%)

42

Water Debt Service Fund

43

WATER DEBT SERVICE FUND

(\$ 000)	FY 2020			FY 2021		
	Budget	Forecast	Fav/ (Unfav)	Budget	Incr./(Decr) Budget	% Incr. vs. Budget
Water Surcharge	\$347	\$347	\$0	\$347	\$0	0%
Trf In – Water Fund	404	404	0	404	0	0%
Total	751	751	0	751	0	0%
Use (Add) Fund Bal	33	33	0	61	28	86%
Total Funding	783	783	0	811	28	4%
Debt Service – Water Main	379	379	0	407	28	7%
Debt Service – Plant	404	404	0	404	–	–
Total Debt Service	783	783	0	811	28	4%
Fund Bal - Open	972	972	0	939	(33)	(3%)
Change	(33)	(33)	0	(61)	(28)	N/A
Fund Bal - Close	\$939	\$939	\$0	\$878	(\$61)	(6%)

44

Water Fund Capital Improvement Program

45

WATER CAPITAL IMPROVEMENT PROGRAM

(\$ 000)	FY 2020			FY 2021		
	Budget	Forecast	Fav/ (Unfav)	Budget	Incr./(Decr) Budget	% Incr. vs. Budget
Misc. Revenue	\$0	\$0	\$0	\$0	\$0	NA
Loans	590	0	(590)	640	50	8%
Trf In – Wtr Fund	109	45	(63)	74	(35)	(32%)
Total Funding	699	45	(653)	714	15	2%
Well Rehabilitation	120	-	120	120	-	0%
Storage Tank	350	-	350	350	-	0%
Repair & Renewal	65	23	42	65	-	0%
Truck	25	22	373	0	(25)	(100%)
Roof - Pump House	10	-	10	60	50	500%
Perimeter Fence	30	-	30	10	(20)	(67%)
Water Tower Rehab	90	-	90	100	10	11%
Beach Tank Repainting	9	-	9	9	0	0%
Total Expenditures	699	45	653	714	15	2%

46

Debt Service Schedule

47

DEBT SERVICE SCHEDULE

(\$ 000)	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>Beyond</u>
<u>General Fund</u>						
FEMA Loan	\$388	\$776	\$776	\$776	\$776	\$388
<u>Water Fund</u>						
Water Plant Loan	404	404	404	404	404	1,778
Water Main Loan	407	407	407	407	407	5,500
Total Water Fund	\$811	\$811	\$811	\$811	\$811	\$7,278

48



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
Fax: (954) 427-4834

TO: Mayor Deb Tarrant and Commission

FROM: Steve Mitchell, Building Official

DATE: June 15th, 2020

SUBJECT: May 2020 Building Department Report

May 2020 was our third month working under the constraints of the Covid-19 pandemic. Equipped with the necessary supplies and training, our team has continued to provide quality service to the community.

Field inspectors are continuing to conduct inspections on a daily basis as scheduled, both on-site or remotely, while following CDC guidelines for protection and social distancing. Cooperation from contractors and residents has allowed us to perform our work in a safe, expeditious manner.

We are continuing to accept plans daily, both electronically and in the drop box at Town Hall. New upgrades are being introduced to our software systems that allow inspectors to see their inspection schedule online, from any location, and plan reviewers can determine how many projects are awaiting review without coming into the office. These enhancements will allow our team to make better time management decisions and reduce time in the office.

While Town Hall remains closed to the public, we are now offering appointments for customers who required additional assistance with larger or more complicated projects.

The Building Department team would like to show special appreciation to Sherry Henderson, Town Clerk, for her immense support on some critical projects we had to undertake this month. While Sherry is always high performing and wonderful to work with, her willingness to jump in and recover needed documents at a moment's notice this month greatly helped our operation. Sherry, along with her assistant, Daniela, deserves special recognition for a "above and beyond" response.

Respectfully Submitted,

Steven Mitchell

Building Official | Chief Electrical Inspector



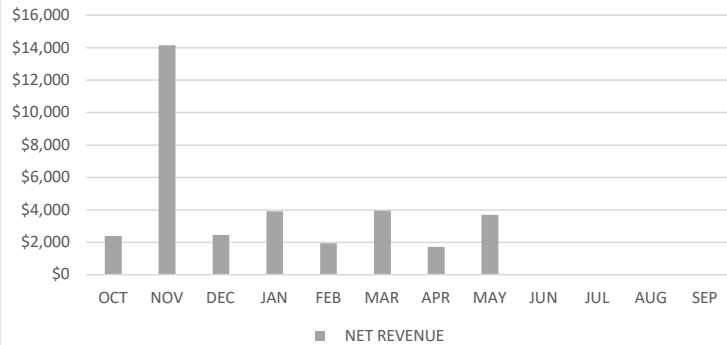
The Town of Hillsboro Beach Building Department

Start Date: 5/1/2020

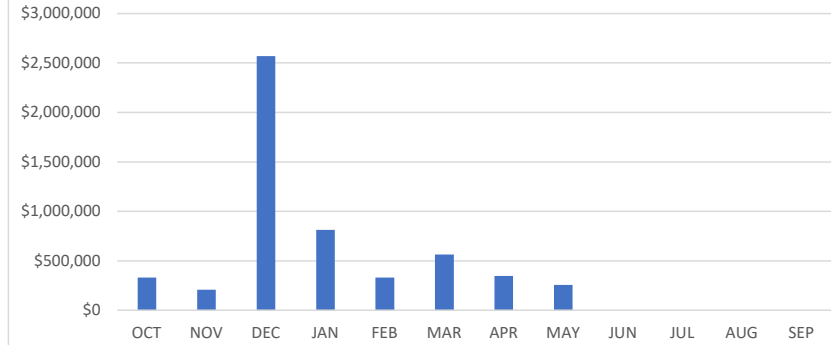
End Date: 5/31/2020

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
CONSTRUCTION VALUE	\$332,313	\$209,865	\$2,570,468	\$814,202	\$330,275	\$562,641	\$346,613	\$256,228					\$5,422,604
BUILDING PERMIT FEES	\$15,984	\$94,345	\$16,306	\$26,126	\$12,957	\$22,984	\$8,099	\$18,970					\$215,772
FIRE & ZONING FEES	\$0	\$0	\$0	\$0	\$0	\$500	\$500	\$850					\$1,850
TOTAL REVENUE	\$15,984	\$94,345	\$16,306	\$26,126	\$12,957	\$23,484	\$8,599	\$19,820					\$217,622
CGA EXPENSE	\$13,587	\$80,193	\$13,860	\$22,207	\$11,014	\$19,537	\$6,884	\$16,125					\$183,406
NET REVENUE	\$2,398	\$14,152	\$2,446	\$3,919	\$1,944	\$3,948	\$1,715	\$3,696					\$34,216

NET REVENUE



CONSTRUCTION VALUE





**The Town of Hillsboro Beach
Building Department
Finance Report**

**Start Date: 5/1/2020
End Date: 5/31/2020**

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	\$18,970.08	\$2,845.51	\$400.00	\$450.00	\$100.00	\$16,124.57	\$408.60	\$225.88	\$158.88
YTD	\$215,821.94	\$32,373.29	\$1400.00	\$450.00	\$250.00	\$183,448.65	\$3,517.77	\$2,084.73	\$1,571.35



The Town of Hillsboro Beach
Building Department
Permit Report

Start Date: 5/1/2020
End Date: 5/31/2020

Permit Type	# Issued	# Units	Value
Residential			
RESIDENTIAL WINDOWS/DOORS/SHUTTERS	5		33,673.00
RESIDENTIAL WATER HEATER	1		1,300.00
RESIDENTIAL RE-ROOF	1		24,050.00
RESIDENTIAL DECK	1		36,480.00
RESIDENTIAL ALTERATION	1		105,200.00
RESIDENTIAL A/C CHANGE OUT	3		18,831.00
RESIDENTIAL 30 DAY TEMP FOR TEST	1		1,000.00
Subtotal	13		220,534.00
Commercial			
COMMERCIAL PLUMBING MISCELLANEOUS	1		12,350.00
COMMERCIAL DOCK	1		22,862.00
COMMERCIAL BACKFLOW	2		482.00
Subtotal	4		35,694.00
	17		\$256,228.00



**The Town of Hillsboro Beach
Building Department
Issued Permits Report**

**Start Date: 5/1/2020
End Date: 5/31/2020**

	Folio #	Permit #	Date Issued	Job Address	Job Sub Division	Job Value
RESIDENTIAL ALTERATION	484308NP0200	1914404-0	5/11/2020	1203 HILLSBORO MILE(UNIT 10B)	SHORELAND CO-OP	\$105,200.00
	Grand Total					\$105,200.00



**The Town of Hillsboro Beach
Building Department
Activity Report**

**Start Date: 5/1/2020
End Date: 5/31/2020**

Discipline	Total # of Inspections	Plan Review	Permits Applied	Value of Construction	Permit Revenue
Building	48	32	27	\$222,265.00	\$14,444.89
Electrical	23	13	10	\$1,000.00	\$1,511.40
Plumbing	28	24	13	\$14,132.00	\$1,478.61
Mechanical	11	23	17	\$18,831.00	\$1,535.18
Totals	124	104	113	\$256,228.00	\$18,970.08



**The Town of Hillsboro Beach
Building Department
Plan Review Times Report**

**Start Date: 5/1/2020
End Date: 5/31/2020**

	Number of Reviews	Average Days In Review	Most Days In Review
Total Reviews	104	5	11



Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Code Compliance Summary Report

From 5/1/2020

To 5/31/2020

Corridor (All Corridors)

Case Totals for Period

Cases Open at Start of Period	23
Cases Opened During Period	5
Cases Opened as result of Complaint	5
Cases Closed During Period	3
Cases Closed prior to Hearing	1
Cases Open at End of Period	25
Inspections	5
Re-inspections	8
Total	13
Special Magistrate Cases During Period	0

Case Summary by Officer

Officer	Open at Start	Opened During Period	Opened as result of Complaint	Closed During Period	Closed due to compliance	Open at End of Period
B. Pita	1	0	0	0	0	1
M. Sotolongo	22	5	5	3	1	24
Total	23	5	5	3	1	25



Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Code Compliance Summary Report

From 5/1/2020

To 5/31/2020

Corridor (All Corridors)

Inspections by Officer

Officer	Inspections	Re-inspections	Total
M. Sotolongo/N/A	4	8	12
S. System/	1	0	1
Total	5	8	13

Summary of Cases Opened by Incident Type

Incident Type	Number
Nuisance	3
Building Permit Required	1
Litter	1
Total	5

Revenue Summary

	Period Start	During Period	Period End
Total Fines Assessed	\$59,475.00	\$17,375.00	\$76,850.00
Total Payments	\$0.00	\$0.00	\$0.00
Balance	\$59,475.00		\$76,850.00



Case Action Report*

From 5/1/2020

To 5/31/2020

Corridor (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
5/7/2020	Nuisance Sand and gravel from vacant lot washing onto the road.	1103 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 (Notices to owner of record and registered agent have been returned undelivered)	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/7/2020	Complaint	M. Sotolongo
				5/7/2020	Notice of Violation	M. Sotolongo
				5/7/2020	Notice of Hearing	S. Lowe
5/13/2020	Litter Beach and dune maintenance.	1015 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 (Per property owner's son, this task has been added to the lawn maintenance contract. Monitoring)	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/13/2020	Complaint	S. System
				5/15/2020	Notice of Violation	M. Sotolongo
				5/27/2020	Notice of Hearing	S. Lowe
5/26/2020	Nuisance Overgrown vacant lot.	1206 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/26/2020	Complaint	M. Sotolongo
				5/27/2020	Notice of Violation	M. Sotolongo
				5/27/2020	Notice of Hearing	S. Lowe
				6/8/2020	Affidavit of Compliance	
5/26/2020	Nuisance The pool needs maintenance. The water in the pool needs treatment and circulation.	1205 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 101	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/26/2020	Complaint	M. Sotolongo
				5/27/2020	Notice of Violation	M. Sotolongo
				5/27/2020	Notice of Hearing	S. Lowe
				6/8/2020	Affidavit of Compliance	
5/26/2020	Building Permit Required. Eyebrow over sliding glass door installed without permits.	1043 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 7C (Permit application for demolition received; approval pending Condo Letter of Approval and GC's Insurance)	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/26/2020	Complaint	M. Sotolongo
				5/26/2020	Notice of Violation	M. Sotolongo
				5/27/2020	Notice of Hearing	S. Lowe
				6/10/2020	Affidavit of Non-Compliance	

*Cases included in this report are those where the owner was first cited within the date range and corridor specified



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
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Agenda Item Cover Memo

Agenda Item: Presented by Mac Serda, ICMA-CM

1. Discussion on Town Entryway Welcome Signs
2. Update on RFP 2020-001 Paint Tall Hall & Police Station
3. Update on RFQ 2020-001 Easement Acquisition & Burying Utility Lines
4. Manager's Employee Recognition

Submitting Dept: Town Clerk, Sherry D. Henderson, Town Clerk

Agenda Date: July 7, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Listing of Proposal Bids - RFP 2020-001 Painting of Town Hall and Police Buildings
 2. Listing of Proposal Bids - RFQ 2020-001 Easement Acquisition and Burying of Utility Lines.



RFP NO. 2020-001

Painting of Town Hall & Police Buildings

Town of Hillsboro Beach, Florida

Bids due 06/30/2020 at 2:00 PM Eastern

BID	COMPANY NAME	ADDRESS	CITY, STATE ZIP CODE	DATE	TIME	BASE BID
1	Gemstone Building LLC	4907 N University Dr.	Lauderhill, FL 33351	6/30/2020	9:32 AM	
2	Hartzell	2301 NW 33rd Court, Suite 112	Pompano Beach, FL 33062	6/30/2020	11:11 AM	
3	Quick Painting Group, Corp.	5401 S Kirkman Rd, Ste 346	Orlando, FL 32819	6/30/2020	12:52 PM	

Certified by the Town Clerk, Sherry D. Henderson, CMC



Total of (3) three sealed bids received for RFP No. 2020-001



RFQ NO. 2020-001

Easement Acquisition and Burying of Utility Lines

Town of Hillsboro Beach, Florida

Bids due 07/01/2020 at 2:00 PM Eastern

BID	COMPANY NAME	ADDRESS	CITY, STATE ZIP CODE	DATE	TIME	BASE BID
1	Engineering Consultants	701 Northpoint Parkway Suite 110	West Palm Beach, FL 33407	6/29/2020	2:38 PM	
2	Utility Consultants of Florida	14800 Walsingham Rd 102	Largo, FL 33774	6/30/2020	11:02 AM	
3	Graig A. Smith & Associates	21045 Commercial Trail	Boca Raton, FL 33486	6/30/2020	2:05 PM	

Certified by the Town Clerk, Sherry D. Henderson, CMC

Total of (3) three sealed bids received for RFQ No. 2020-001

