



# AGENDA

## Town of Hillsboro Beach Commission Meeting

**September 1, 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](http://www.TownofHillsboroBeach.com)



## TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile, Hillsboro Beach, Florida 33062

September 1, 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

---

**LIVE ZOOM MEETING Tuesday, September 1, 2020 9:00am (Eastern) Meeting number: 885 4593 8156 Password: 972204**

#### A. 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](mailto: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 ZOOM PARTICIPATION** – If attending via Zoom online, at the appropriate public comment period, click “raise hand” on the bottom of the “participants” tab, and your audio will be unmuted when you are recognized.

#### CALL TO ORDER AND ROLL CALL

#### PLEDGE OF ALLEGIANCE

#### APPROVAL OF AGENDA

#### I. APPROVAL OF MINUTES

- A. July 7, 2020 Board of Zoning & Appeals/ Quasi-Judicial Public Hearing Minutes
- B. July 7, 2020 Regular Commission Meeting Minutes

C. July 15, 2020 Special Commission Meeting Minutes

D. July 28, 2020 Special Commission Meeting Minutes

## II. PRESENTATIONS

### A. 2020 Census Update

Presented by Adeline (Lita) Andreano, Town Resident & US Census Enumerator

## III. ORDINANCES

- A. **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 [\(Second Reading\)](#)

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.

- B. **Ordinance No. 2020-06** Amendment to the Town Code of Ordinance - "Buildings and Buildings Regulations" Chapter 4, Amending Section 4-67, Permit Fee Schedule [\(First Reading\)](#)

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 4-67 ENTITLED "PERMIT FEE SCHEDULE"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

## IV. RESOLUTIONS & CONTRACTS

- A. **Resolution No. 2020-50** Consideration to Approve and Adopt the Town of Hillsboro Beach Schedule of Building Permit Fees.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND ADOPTING THE SCHEDULE OF BUILDING PERMIT FEES ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

- B. **Resolution No. 2020-51** Consideration to Approve and Authorize the Appropriate Town Officials to Execute a Professional Services Agreement to Paint Town Hall and Police Buildings In Response to RFP No. 2020-001.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE TOWN MANAGER AND DETERMINING THAT \_\_\_\_\_ IS THE MOST RESPONSIVE AND MOST RESPONSIBLE PROPOSER FOR PROFESSIONAL SERVICES TO PAINT TOWN HALL AND POLICE BUILDINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

- C. **Resolution No. 2020- 52** Consideration to Approve and Authorize the Proper Town Officials to Execute Renewal Letter with Limousines of South Florida, Inc. for FY2020-2021 Community Shuttle Services.

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING THE RENEWAL OF THE AGREEMENT FOR COMMUNITY SHUTTLE SERVICES BETWEEN THE TOWN OF HILLSBORO BEACH AND LIMOUSINES OF SOUTH FLORIDA, INC. FOR FY2020-2021; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

- D. **Resolution No. 2020-53** Consideration to Ratify Work Authorization No. 2 of the Professional Services Agreement with Moffat & Nicol dated 10/1/2019, Relative to the Hillsboro Beach Nourishment Project, For Post Construction Physical Monitoring.

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE WORK AUTHORIZATION #2 DATED JULY 17, 2020 AND ACCEPTING THE PROPOSAL FROM MOFFATT & NICHOL, INC. DATED AUGUST 4, 2020 FOR CONTINUING CONSULTING SERVICES RELATIVE TO THE TOWN OF HILLSBORO BEACH'S NOURISHMENT PROJECT FOR POST CONSTRUCTION PHYSICAL MONITORING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

- E. **Resolution No. 2020-54** Consideration to Ratify Waiver of Bid for Turtle Monitoring During Hillsboro Beach Re-nourishment, per Procurement Code Sec. 2-61.

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, WAIVING COMPETITIVE PROCUREMENT AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO RATIFY THE AGREEMENT BETWEEN THE TOWN OF HILLSBORO BEACH AND NOVA SOUTHEASTERN UNIVERSITY OCEANOGRAPHIC CENTER FOR TURTLE MONITORING SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

- F. **Resolution No. 2020-55** Consideration to Approve and Authorize the Appropriate Town Officials to Execute Engagement Letter with Grau & Associates Certified Public Accountants for Required Auditing Services for FY 2019-2020.

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE AN ENGAGEMENT LETTER WITH GRAU & ASSOCIATES FOR PROFESSIONAL AUDIT SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

## V. CONSENT



## **A. INVOICES FOR APPROVAL**

- 1. Akerman:** Invoice #9526965 Services rendered through 12/31/2019 **\$13,070.72**
- 2. CG&A:** Invoice #78956 6/31/2020 **\$32,913.62**
- 3. Goren, Cherof, Doody & Ezrol, P.A.:** Invoice # 32278 Services rendered from 06/01/2020 through 07/28/2020 **\$7,035.50** (General Matters)
- 4. Goren, Cherof, Doody & Ezrol, P.A.:** Invoice # 32279 Services rendered from 07/01/2020 through 07/31/2020 **\$3,430.85** (Deerfield Beach)
- 5. Goren, Cherof, Doody & Ezrol, P.A. :** Invoice # 32280 Services rendered from 07/06/2020 through 07/29/2020 **\$871.05** (Purchase from Winter Sun Investments LLC)
- 6. Goren, Cherof, Doody & Ezrol, P.A.:** Invoice # 32281 Services rendered from 06/29/2020 through 07/30/2020 **\$5,561.50** (adv. State of Florida (Bond Validation 2020))
- 7. Goren, Cherof, Doody & Ezrol P.A. :** Invoice # 32282 Services rendered from 07/14/2020 through 07/31/2020 **\$1,012.50** (adv. David Pratt (Seagrape Revocable Trust) Appeal)
- 8. Goren, Cherof, Doody & Ezrol P.A. :** Invoice #32468 Services rendered from 08/04/2020 through 08/24/2020 **\$2,840.95** (General Matters)
- 9. Goren, Cherof, Doody & Ezrol P.A. :** Invoice #32469 Services rendered from 08/10/2020 through 08/21/2020 **\$270.00** (Deerfield Beach)
- 10. Goren, Cherof, Doody & Ezrol P.A.:** Invoice #32470 Services rendered from 08/04/2020 through 08/13/2020 **\$1,394.60** (Purchase from Winter sun Investments LLC)
- 11. Goren, Cherof, Doody & Ezrol P.A.:** Invoice #32471 Services rendered from 08/03/2020 through 08/24/2020 **\$1,102.50** (adv. State of Florida (Bond Validation 2020))
- 12. Goren, Cherof, Doody & Ezrol P.A.:** Invoice #32472 Services rendered from 08/03/2020 through 08/19/2020 **\$2,340.00** (adv. David Pratt (Seagrape Revocable Trust) Appeal)
- 13. Inframark:** Invoice #54429 August 2020 **\$7,434.72**
- 14. LSF Shuttle:** Invoice # 20-0630-26 June 2020 **\$ 6,083.87**
- 15. LSF Shuttle:** Invoice # 20-0430-26 April 2020 **\$6,083.87**
- 16. Moffat & Nichol:** Invoice # 753128 Services rendered from 04/26/2020 through 07/25/2020 **\$11,272.25**
- 17. Moffat & Nichol:** Invoice # 750386 Services rendered from 01/20/2020 through 03/28/2020 **\$41,195.38**
- 18. Shutts & Bowen LLP:** Invoice # 1463136 Services rendered through 6/30/2020 **\$3,900.00**
- 19. Shutts & Bowen LLP:** Invoice # 1475033 Services rendered through 07/31/2020 **\$7,314.59**
- 20. Sweetapple, Broecker & Varkas:** Invoice #10941 services rendered June 2020 **\$4,875.00**

## **VI. STAFF UPDATES**

### **A. Police Department**

Presented by Chief Szesnat

### **B. Finance Dept**

Presented by Stephen Bloom, Inframark

### **C. Building & Permits Dept**

Presented by Steve Mitchell, Building Official, CG&A

### **D. Code Compliance**

Presented by Mario Sotolongo

## **VII. TOWN MANAGER REPORT**

### **A. Town Manager Performance Evaluation**

### **B. Town Sign Update**

## **VIII. TOWN ATTORNEY REPORT**

## **IX. TOWN COMMISSION COMMENTS/REPORTS**

### **A. Governor DeSantis Daily Brief Covid-19 Update (8/27/2020)**

Presented by Mayor Tarrant

## **X. PUBLIC COMMENTS**

## **XI. 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  
BOARD OF ZONING & APPEALS MEETING  
JULY 7, 2020**

**TUESDAY**

**9:00 A.M.**

The July 7, 2020 Board of Zoning & Appeals Meeting | Quasi-Judicial Public Hearing 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 9:06 a.m. Roll was called with the Commission members and staff present 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.

**I. QUASI-JUDICIAL PUBLIC HEARINGS**

- A.** Variance request from Nectaria M. Chakas, Esq, from Lochrie & Chakas, P.A., Agent for property located at 995 Hillsboro Mile, Hillsboro Beach, FL 33062

Town Attorney DJ Doody swore in all those giving testimony at the hearing.

Mr. Arenal provided a brief background on the property, which was purchased by its current owners in 2018. He stated the home now has a tennis court in front and two (2) distinct ramps on either side, and the homeowners have undertaken a remodel with plans to remove the tennis court and driveways and create a single driveway.

Joe Arenal presented the request, which is for three (3) variances related to Chapter 12 of the Town's Land Development Code. Those variances include:

- Section 12-124 Yard Regulations (A) Front Yard. Construct a stair structure in front yard 64.5 feet from center line of A1A where 85 feet is required.
- Section 12-263 (A) (1) (a) Fences and Walls – General. Construct site wall in several locations in setbacks (13 feet, six (6) inches at highest point) where maximum height of six (6) feet from existing grade or adjacent grade is permitted.
- Section 12-124 Yard Regulations (B) Side Yard – Construct elevated flat drive in side yard setback approximately eight (8) feet from property line where 15 feet is required.

Mr. Arenal stated several rounds of comments had been addressed, and said staff is of the opinion the proposal makes daily use of the property safer and recommends approval.

Attorney Nectaria M. Chakas, speaking on behalf of homeowners Kishoere and Anjali Mirchandani, gave an overview of the project, providing aerial photos of the home. She explained the changes were driven largely by two factors, that the driveways currently are very steep and difficult to walk or drive, and that the new owners are not tennis players.

Continuing, Ms. Chakas stated representatives had spoken with the neighbors for approval. She shared feedback from the neighbors asking that they remove a column in the project, and stated the homeowners have no issue with that ask. She outlined the proposed raised lawn and garage entrance, along with landscaping.

The Commissioners noted they had visited the site and asked questions regarding measurements included on the plans. They noted issues with the property as it exists.

Mayor Tarrant opened public comment on the matter, however there being none to speak, closed the public comment.

**Motion** made by Vice Mayor Kirdahy, seconded by Commissioner Brown, to approve the variances requested for 995 Hillsboro Mile. In a roll call vote, the **motion** passed unanimously. (5-0)

**B. Site Plan Approval for Annie Carruthers, Architect, for property located at 1105 Hillsboro Mile, Hillsboro Beach, FL 33062**

Town Attorney DJ Doody swore in all those giving testimony at the hearing.

Joe Arenal presented the request for site plan approval for a three (3) story residence and pool on the property at 1105 Hillsboro Mile. He explained no improvements are planned for the west side of A1A. Mr. Arenal stated several rounds of comments had been addressed, and staff is recommending approval with a list of conditions as follows:

- a) Provide Florida Department of Environmental Protection, formerly Department of Natural Resources approval for
- b) construction beyond Coastal Construction Line. Approval will be required as part of the Zoning approval for Building Permit Application.
- c) Compliance with Ordinance 2017-295 Marine Turtle Protection
- d) Broward County Tree removal permit (if necessary).
- e) Broward County Environmental approval for beach walkover and work in dune.
- f) Construction Site Management Plan per 12-50
- g) Compliance with section 3-9 Requirements for Marine Turtle Protection
- h) Wiring along A1A will be buried per section 4-7
- i) Provide FDOT approval for driveway connection and right of way dedication.

Town Attorney DJ Doody asked if the applicant accepted the conditions as recommended.

Architect Annie Carruthers, speaking on behalf of the owners, accepted the conditions and stated the intent is to create a very artistic, interesting home. She noted they are not asking for any concessions and will comply with all regulations. She provided a brief overview of the project and the materials.

Mayor Tarrant thanked Ms. Carruthers for burying the utilities in the plan.

Vice Mayor Kirdahy mentioned the lack of seawall in the plan.

The Commissioners and staff discussed the lack of a seawall in the plan.

Mayor Tarrant opened public comment on the matter, however there being none to speak, closed the public comment.

Vice Mayor Kirdahy asked if the seawall could be a condition of approval.



Mr. Doody stated the issue of the seawall would be addressed during the regular meeting and noted enforcement issues would persist. He stated if the Commissioners wanted to address the applicant regarding the request, that was an option.

The Commissioners and staff discussed the intent of the current seawall Ordinance and upcoming changes.

Ms. Carruthers spoke with the homeowner by telephone and said it is his intent to build a seawall and dock to maximize the value of the property but had planned to move forward with the house project first.

**Motion** made by Commissioner Baldasarre, seconded by Commissioner Feaman, to approve the site plan for 1105 Hillsboro Mile with conditions. In a roll call vote, the **motion** passed unanimously. (5-0)

## II. ADJOURNMENT

**Motion** made by Commissioner Baldasarre, seconded by Commissioner Feaman, to adjourn the meeting. In a roll call vote, the **motion** passed unanimously. (5-0)

There being no further business before the Board of Zoning and Appeals, the meeting was adjourned at 10:25 a.m.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

By: \_\_\_\_\_  
Deborah L. Tarrant, Mayor

ATTEST:

\_\_\_\_\_  
Sherry D. Henderson, CMC  
Town Clerk



**DRAFT**

**MINUTES  
TOWN OF HILLSBORO BEACH  
REGULAR COMMISSION MEETING  
JULY 7, 2020**

---

The July 7, 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 10:30 a.m. Roll was called 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.

**APPROVAL OF AGENDA**

Mr. Serda asked that the Police Department staff update be moved to before the Consent Agenda to accommodate the Chief’s meeting schedule.

Mayor Tarrant asked that the other staff reports be moved ahead of finance, as it would be a long presentation.

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

## **I. APPROVAL OF MINUTES**

### **A. Minutes of the June 2, 2020 Regular Commission Meeting (Virtual)**

**Motion** made by Commissioner Baldasarre, seconded by Commissioner Feaman, to approve the minutes from the June 2, 2020 Regular Commission Meeting (Virtual) as printed. In a roll call vote, the **motion** passed unanimously. (5-0)

## **II. PRESENTATIONS**

### **A. Proclamation Recognizing the 100<sup>th</sup> Anniversary of the 19<sup>th</sup> Amendment to the Constitution, Granting Women the Right to Vote** by Kamala Anandam, Ed. D. Founder & President, AAUW Weston

Town Clerk Sherry D. Henderson explained Kamala Anandam, AAUW Weston, needed to log off the meeting due to another commitment, and was not available for the video presentation.

Mayor Tarrant read the Proclamation for the record. She noted it would be mailed to Dr. Anandam following the meeting.

## **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)

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

Mr. Serda explained the three (3) changes to the ordinance were to allow construction from 8 a.m. to 6 p.m. Monday through Friday, to not allow construction on specific listed holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day), and in the event of emergency conditions to allow the Town Manager to issue a permit authorizing operation of construction for a limited period of time. In response to a question from Commissioner Feaman, he clarified that Saturday construction would not be allowed without Commission approval.

Mayor Tarrant asked for Commission comment regarding the Monday – Friday end time. The Commissioners and staff discussed the time issue and were satisfied with the original end time of 6:00pm

Mayor Tarrant opened public comment on the matter.

Mr. Serda called for any wishing to speak in the virtual meeting to raise their hands.

Town Clerk Henderson stated there were no email comments received.

*Nichole Geisser* asked for clarification regarding Saturday work.

Mayor Tarrant stated a request to work on Saturday would come to the Commission for vote, and at that time they would be asked if neighbors were consulted.

Mr. Serda noted Seabonay currently has permission to work on Saturdays.

*Jane Reiser* asked if the Ordinance referred to stopping work or exiting a property.

Mayor Tarrant stated it was in relation to a stop construction work.

Vice Mayor Kirdahy pointed out co-op and condo board rules are separate from Town rules, and they are permitted to be more restrictive.

Mayor Tarrant closed the public hearing.

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

**B. Ordinance No. 2020-05** Amendment to Town Code of Ordinance – Seawall Ordinance, Chapter 12 – Land Development, Div. 5 – Zoning, Article XIII, Section 12-268 Seawalls (First Reading)

Mr. Doody read Ordinance 2020-05 by title only.

Mr. Doody presented the item, noting initially it was brought before the Commission with the intention of addressing the south side of Town. He stated the Ordinance was modeled after Ft. Lauderdale, but since the time of writing Broward County had undertaken a review of the issue and brought forth an Ordinance requiring compliance by 2035 or 2050.

Continuing, Mr. Doody noted an amendment to the Ordinance would be required to be in compliance on a County level. He stated new construction and remodels needed to be addressed and pointed out the proposed Ordinance did not recognize alternate materials, relying only on seawalls, with a required five (5) feet height.

Mr. Doody explained the Ordinance was an outgrowth of the original intent to prevent flooding on adjacent properties along A1A and relied on the opinions of engineers. He stated the Ordinance was quite involved and had become stricter and more all-inclusive through the writing process.

Mayor Tarrant stated curbing flooding on the south end of Town was the intention, so she was of the opinion that those problem areas should be identified specifically in the Ordinance. She said she did not want to rely on Code Enforcement, especially in relation to new construction projects.

Vice Mayor Kirdahy agreed the issue was the south end of the island but noted flood waters at times reach farther north. She stated there should be a uniform code for new construction to protect the Town.

The Commissioners and staff discussed whether the north end of Town should be included in the Ordinance, as well as how to address new construction and major remodel projects.

Mayor Tarrant stated maps should be used to determine the addresses included in a specified zone, rather than drawing an arbitrary line.

Mr. Doody agreed, noting the Town wanted to do it right the first time. He stated in addition to the FEMA flood map, reports to the Police Department and information from the engineers could be added to make the area as accurate as possible.

Commissioner Brown asked if the engineers had considered including the seawalls with the road raising project.

Mayor Tarrant noted the question had been asked and it was not an option.

Vice Mayor Kirdahy stated FDOT will do strictly what is related to the road.

Mayor Tarrant opened public comment on the matter.

Mr. Serda called for any wishing to speak in the virtual meeting to raise their hands.

Town Clerk Henderson stated there were no email comments received.

Mayor Tarrant closed the public hearing.

The Commissioners and staff discussed the recommendation from the Town's engineers that the requirement for higher elevations be accelerated beyond the County's timeline.

Mayor Tarrant questioned whether the new construction requirement should apply everywhere, or just on the south portion of Town.

Vice Mayor Kirdahy stated she was looking for uniformity and did not want to lower the property values of the homes needing seawalls.

Mr. Doody requested that new construction be uniformly applied throughout the Town to avoid legal issues.

**Motion** made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to amend the first reading of Ordinance 2020-04 that seawalls be mandated with new construction for all areas of Town and to require compliance by 2035 for existing construction on the south end of Town. 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 and Possible Action on Designation of Voting Delegate for Florida League of Cities Business Meeting, Scheduled August 14, 2022 at 2:00 p.m.

Mayor Tarrant inquired if Commissioner Baldasarre was willing to represent the Town at the annual Florida League of Cities Business Meeting.

Commissioner Baldasarre responded in agreement.

**Motion** made by Vice Mayor Feaman, seconded by Commissioner Brown, to name Commissioner Baldasarre as the voting delegate for the Florida League of Cities meeting. In a roll call vote, the **motion** passed unanimously. (5-0)



## V. RESOLUTIONS & CONTRACTS

### **A. Resolution No. 2020-40** Consideration to Approve and Authorize the Appropriate Town Officials to Execute the Interlocal Agreement (ILA) Related to Covid-19 Emergency Order Enforcement with Broward County

Mr. Doody read Resolution 2020-40 by title only.

Mr. Serda stated the Resolution was to accept an Interlocal Agreement with Broward County which required tracking complaints and allowed for a small reimbursement over the next seven (7) months.

Mr. Serda noted the Town is already participating in the program, pending Commission approval of the agreement.

Mayor Tarrant explained the 311 system is being utilized by Broward County as a reporting mechanism for COVID-19 compliance complaints.

**Motion** made by Commissioner Baldasarre, seconded by Commissioner Feaman, to adopt the Resolution 2020-40 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

### **B. Resolution No. 2020-41** Consideration to Approve and Authorize the Appropriate Town Officials to Submit Renewal Letters to Calvin, Giordano and Associations (CG&A) for Building and Permit Services

Mr. Doody read Resolution 2020-41 by title only.

Mr. Serda stated the Resolution related to the annual agreement with CG&A for the Town's building services.

Mayor Tarrant noted the Town has been fortunate with the personnel they have been assigned, and said residents appreciate having a Building Department they want to work with.

Mr. Serda agreed it was an outstanding upgrade to the Town and stated he highly recommends continuing the agreement.

**Motion** made by Commissioner Baldasarre, seconded by Commissioner Feaman, to adopt the Resolution 2020-41 as amended. In a roll call vote, the **motion** passed unanimously. (5-0)

- C. Resolution No. 2020-42** Consideration to Approve and Authorize the Use of Forfeiture Funds for Police Department; use of \$225,000 of Federal Forfeiture Funds to Acquire and Deploy Body Worn Cameras and In-Car Cameras; use of \$110,000 Federal Forfeiture Funds to Develop a Marine Task Force Boating Operation and use \$2,900 Federal Forfeiture Funds for Undercover Surveillance Equipment for Police Department.

Mr. Doody read Resolution 2020-42 by title only.

Mr. Serda stated the Resolution was an opportunity to get advanced technology for the Police Department and noted there are not many municipalities with the level of equipment they are discussing. He stated it is being fully funded by forfeiture funds.

Police Chief Jay Szesnat thanked the Town staff for putting the procurement request together. He gave background on the battery life and retention rate for the product, and said he is excited to implement the technology.

**Motion** made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to adopt Resolution 2020-42 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

- D. Resolution No. 2020-43** Consideration to Approve and Authorize the Appropriate Town Officials to 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

Mr. Doody read Resolution 2020-43 by title only.

Mr. Serda stated the previous Resolution was to set aside the funds, and this Resolution was to allow for formal solicitation of a piggyback option on the bid.

**Motion** made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to adopt Resolution 2020-43 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

- E. Resolution No. 2020-44** Consideration to Approve and Authorize the Appropriate 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

Mr. Doody read Resolution 2020-44 by title only.

Mr. Serda explained the Resolution will piggyback off Deerfield Beach's procurement to monitor debris during a hurricane to meet FEMA guidelines.

**Motion** made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to adopt Resolution 2020-44 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

**F. Resolution No. 2020-45** Consideration to Approve and Authorize the Appropriate 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

Mr. Doody read Resolution 2020-45 by title only.

Mr. Serda stated this Resolution was related to the hauling of debris during and after a hurricane, also piggybacking off of Deerfield's procurement.

**Motion** made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to adopt Resolution 2020-45 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

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

Mr. Doody read Resolution 2020-46 by title only.

Mr. Serda explained the renewal was an all-in-one contract for the Town's waste disposal. He stated there had been negotiation and the contract was well priced compared to the market, adding free household hazardous waste removal twice per year.

Mayor Tarrant pointed out to the Commissioners and public a chart of all the municipalities in Broward County included in the agenda backup, showing Hillsboro Beach is the only municipality without a separate charge for sanitation fees. She noted in some communities the expense is \$480, but the Town uses ad valorem taxes to cover the cost.

**Motion** made by Commissioner Baldassarre, seconded by Vice Mayor Kirdahy, to adopt the Resolution 2020-46 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

## **VII. STAFF UPDATES**

### **A. Police Department – June 2020 Report**

Item VII. A. was taken out of order. Police Chief Szesnat presented the June 2020 report and asked if there were any questions from the Commission.

Vice Mayor Kirdahy complimented Chief Szesnat on the use of the ATV instructing boats along the beach. She noted the Town could benefit from several more.

Mayor Tarrant stated she received multiple compliments from residents. She read three (3) for the record.

Chief Szesnat said traffic and security teams were visiting to discuss a visit from the President of the United States to a private residence in Hillsboro Beach.

The Commissioners and staff discussed concerns related to the visit.

Mr. Serda stated once details of the visit are in place, they will be provided to the public to allow people to plan as necessary.

## **VI. CONSENT AGENDA – INVOICES FOR APPROVAL**

1. **Akerman:** Invoice #9572732, Services Rendered through May 31, 2020 **\$34,289.72**
2. **Calvin, Giordano & Assoc, Inc (CG&A):** Invoice #77381, Services Rendered through May 31, 2020 **\$16,224.57**
3. **Calvin, Giordano & Assoc, Inc (CG&A):** Invoice #78077, Services Rendered through June 30, 2020 **\$22,599.72**
4. **Goren, Cherof, Doody, & Ezrol P.A.:** Invoice #31646, May 27 to June 26, 2020 **\$3,105.00** (General Matters)
5. **Goren, Cherof, Doody, & Ezrol P.A.:** Invoice #31647, May 27 to June 22, 2020 **\$2,578.65** (Deerfield Beach)
6. **Goren, Cherof, Doody, & Ezrol P.A.:** Invoice #31648, May 28 to June 1, 2020 **\$152.50** (Purchase from Winter Sun Investments LLC)
7. **Goren, Cherof, Doody, & Ezrol P.A.:** Invoice #31649, May 26 to June 29, 2020 **\$19,260.00** (Adv State of Florida – Bond Validation 2020)
8. **Goren, Cherof, Doody, & Ezrol P.A.:** Invoice #31650, June 3 to June 8, 2020 **\$90.00** (Adv David Pratt – Seagrape Revocable - 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 May 30, 2020 **\$15,300.00**
12. **RMA:** Invoice #4508 **\$7,375.00**
13. **Shutts & Bowen LLP:** Invoice #1454956, Services Rendered through May 2020 ~~**\$17,300.00**~~ **(Clerk's Note: corrected amount \$11,150.00)**
14. **Sweetapple, Broeker, & Varkas:** Invoice #10928 ~~**\$9,750.00**~~ **(Clerk's Note: corrected amount \$4,725.00)**

Mayor Tarrant asked items 13 and 14 be pulled for discussion.

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

Mayor Tarrant stated item 13 had the incorrect amount listed. She noted the correct amount was \$11,150, as a portion of that listed was a previous balance from June. She noted the same was true of item 14, and the amount should be amended to \$4,725.

**Motion** made by Vice Mayor Kirdahy, seconded by Commissioner Brown, to approve items 13 and 14 from the Consent Agenda with amounts as amended. In a roll call vote, the **motion** passed unanimously. (5-0)

## **VIII. STAFF UPDATES**

### **A. Police Department – May 2020 Report**

Item addressed previously.

### **B. Finance Department – May 2020 Report**

Item addressed later in the meeting.

### **C. Building Services Report – June 2020 Report**

Steve Mitchell, Building Official with CG&A, provided his report. He stated no inspections had been missed or denied due to the unusual circumstances. He said a lot of new work is coming up, and outreach projects with condo associations are starting.

Mr. Mitchell stated the Building Services Department will be busy for the foreseeable future, and thanked Town Clerk Henderson for stepping in to assist as needed.

### **D. Code Compliance Report – June 2020 Report**

Mario Sotolongo, Code Supervisor with CG&A, gave a brief update on Code Compliance. He stated five (5) new complaints had come in during the month, and one (1) had been closed after the report was submitted.

Mr. Sotolongo updated on the QAlert system, which was approved as Resolution No 2020-40. He noted it is a group effort and the system is very useful.

Mayor Tarrant called for a break from 12:07 p.m. to 12:15 p.m.

## **B. Finance Department**

### **1. Monthly Financial Report for May 2020**

Stephen Bloom reviewed the May 2020 financial report. He explained total funding for May was at 93.1% of the annual budget. Mr. Bloom explained revenue sharing had gone down, but Hillsboro Beach would feel that issue less than other municipalities.

Mr. Bloom outlined special revenue funds, noting the Marine Enforcement Fund was at 51.1% of budget and Planning and Zoning was at 54.1% of budget. He addressed the status of the Water Fund, noting a surplus in place was set aside for future repairs and maintenance.

Mr. Bloom shared fuel costs analysis, with a continuing down trend through May, and tracking of Worker's Compensation premium and claim costs.

### **2. Review of the FY2019 Audit Report**

Mr. Bloom provided a high-level overview of the audit report and offered individual meetings to discuss the findings with the Commissioners. He pointed to a recommendation to make some changes to charges in the building permitting process.

Mayor Tarrant asked for additional information regarding the permitting change.

Mr. Bloom stated there were small recommendations made regarding the surcharge, which has since been phased out, and some small clerical errors.

### **3. FY 2021 Budget Presentation**

Mayor Tarrant opened the budget discussion by thanking Mr. Serda and the department heads for all the work that went into the well thought out, cohesive presentation.

Mr. Bloom recapped the budget schedule, including:

- July 7, 2020 – Initial Budget Presentation
- September 14, 2020 – 1<sup>st</sup> Public Budget Hearing to adopt Tentative Millage Rate and Tentative Annual Budget, 5:01 P.M.
- September 20, 2020 – Publish Budget Summary and Notice of Hearing
- September 23, 2020 – 2<sup>nd</sup> Public Budget Hearing to adopt Final Millage Rate and Final Annual Budget, 5:01 P.M.
- September 26, 2020 – Final Millage Rate submitted



Mayor Tarrant sought and received a consensus from the Commission regarding approval of the initial budget hearing date.

Mr. Bloom pointed the Commissioner to a summary of Fiscal Year 2020 achievements in the budget book, noting the full funding of the beach nourishment was at the top of the list, but each department had achievements to recognize.

Continuing, Mr. Bloom outlined Fiscal Year 2021 goals, including a community recycling program and painting Town Hall. He outlined minor changes to the fund structure.

Mr. Bloom outlined budget assumptions, including no change to the team count, step increases to compensation and benefits, contract increases where required, and continuing Fiscal Year 2020 service levels. Additionally, he noted funds in the Capital Improvement Fund for beach management and continuation of the beach litigation.

Mr. Bloom reviewed the General Fund overview, noting they were conservative with the numbers to take into account the pandemic.

Continuing, Mr. Bloom explained staff is recommending a 3.5 millage rate for Fiscal Year 2021. He stated overall, the tax base went up 4.3 percent. He reviewed the rate impact on the market.

Mr. Bloom recapped each department's changes and comments. He noted each department tried to maintain the line on operating where they had control.

Mayor Tarrant asked where expenses related to the easement phase for the utility undergrounding was included in the budget.

Mr. Serda stated the RFQ is in place and moving forward this fiscal year and noted he has not included a number in the Fiscal Year 2021 budget yet.

Mayor Tarrant asked if the same applied to the buoy project.

Mr. Bloom stated he would look at the line item to plan for the relocation of buoys.

Mayor Tarrant asked questions regarding lobbying costs and the shuttle costs. She noted pricing on a fence project and undergrounding utilities.

Mr. Serda conceded there would be some changes to the budget. Additionally, he stated the cost of living adjustment would be discussed at a future meeting.

Mayor Tarrant sought and received a consensus on keeping the millage rate the same at 3.50 mill.

## **VIII. TOWN MANAGER REPORT**

### **A. Discussion on Town Entryway Welcome Signs**

Mr. Serda shared options for the sign at the entry to Town. He asked for design input regarding the colors and fonts.

The Commissioners agreed on the dark blue with the established date on the top and reduction in font size.

### **B. Update on RFP 2020-001 Paint Town Hall and Police Station**

Mr. Serda stated proposals had come in for the Town Hall project, and the estimates were around \$60,000. He asked for direction regarding whether the project remained a priority for the Commission.

Mayor Tarrant asked if the current shutters could be painted at this time and new ones purchased later as needed.

The Commissioners and staff discussed the existing shutters and color choices.

Mr. Serda stated he would research the cost of removing the shutters from the bid.

### **C. Update on RFQ 2020-001 Easement Acquisition & Burying Utility Lines**

Mr. Serda stated there would be a committee to rank the bids and negotiations would be made as needed.

### **D. Manager's Employee Recognition**

Mr. Serda said he wanted to start adding a recognition as an update at each meeting. He piggybacked on a previous kudos to Town Clerk Sherry Henderson regarding her recent work to move through tackling the file system.

Continuing, Mr. Serda noted he had observed the Police Department conducting proactive patrolling, and he appreciated it. He reiterated a positive experience with the Police Department regarding a call about trespassers in a swimming pool. He noted all three (3) officers did a great job in handling the situation.

Mr. Serda stated Chief Szesnat was a phenomenal addition to the team and expressed thanks to Mr. Bloom and his team for their professional services on the budget book and commended the water department for their hard work. He noted he wanted to point out the places where high level effort was being put in.

## **IX. 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 July on a date acceptable to the Commission.

Continuing, Mr. Doody stated the validation hearing regarding the purchase of 1205 and 1206 was held on June 23, and the court declined to validate the special assessment. He said he would respectfully suggest the appeal process be followed, noting he was not able to show express language within the charter to allow for the process, but language does exist regarding special assessment and acquisition of real property. The matter warrants the Commission's consideration of filing an appeal seeking a review by the Florida Supreme Court, allowed under F.S. Chapter 75.

Mr. Doody provided additional background on the issue, including past review of similar cases on the premise of Home Rule authority. He gave a brief overview of the timeline for seeking an appeal.

Mayor Tarrant commented the case hinges on Home Rule, and those unfamiliar with municipal law require education on the matter.

Vice Mayor Kirdahy asked for clarification on whether the Home Rule argument was made when first filing the case.

Mr. Doody stated it was and gave additional background regarding the argument made. He said the Court put the burden on the Town for proving it had the authority, and he was unable to persuade the Court of the importance of Home Rule.

**Motion** made by Vice Mayor Kirdahy, seconded by Commissioner Brown, to pursue an appeal of the validation proceedings and have an appellate lawyer represent the Town in the matter as needed. In a roll call vote, the **motion** passed unanimously. (5-0)

## **XII. TOWN COMMISSION COMMENTS/REPORTS**

### **A. Commissioner Andrew R. Brown**

None.

### **B. Commissioner Barbara Baldasarre**

Commissioner Baldasarre provided an update on the Condo Presidents/Property Manager Forum, the next virtual meeting is scheduled Thu, July 9, 2020 @ 1:30 P.M.

### **C. Commissioner Vicky Feaman**

Commissioner Feaman stated she agrees with moving forward with the appeal to validate the special assessment.

### **D. Vice Mayor Irene Kirdahy**

Vice Mayor Kirdahy shared election updates from the MPO. She asked if the Town historically had a small municipalities representative.

Mayor Tarrant said she did not have any experience with the issue.

### **E. Mayor Deborah L. Tarrant**

None.

## **X. PUBLIC COMMENTS**

*Nicole Geiser* asked if there was a budget commissioned for the cost of the appeal to validate the special assessment and to argue against the residents fighting the property purchase.

Mr. Serda stated the first step would be for the Town Attorney to engage with counsel regarding appellate experience but said he does not have a budget set at this time.

Ms. Geiser asked if the Commission would consider holding a vote based on the decision of the judge.

Mayor Tarrant stated the decision of the Commission is to follow the appeal process.

#### XIV. ADJOURNMENT

**Motion** made by Commissioner Brown, seconded by Commissioner Feaman, to adjourn the meeting at 2:11 p.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

DRAFT



**TOWN OF HILLSBORO BEACH**  
1210 Hillsboro Mile, Hillsboro Beach, Florida 33062  
**MINUTES**  
**VIRTUAL SPECIAL COMMISSION MEETING**  
**Wednesday, July 15, 2020 | 1:30 P.M.**

**DRAFT**

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

**TOWN MANAGER WILLIAM M. SERDA, ICMA-CM**  
**TOWN ATTORNEY DONALD J. DOODY**  
**TOWN CLERK SHERRY D. HENDERSON, CMC**

**CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE**

Mayor Tarrant welcomed everyone and called the meeting to order at 1:30pm

Town Manager Serda called roll and declared a quorum. Staff present as listed below:

| TOWN COMMISSION                 | ATTENDANCE |
|---------------------------------|------------|
| Mayor Deb Tarrant               | Present    |
| Vice Mayor Irene Kirdahy        | Present    |
| Commissioner Vicky Feaman       | Present    |
| Commissioner Barbara Baldasarre | Present    |
| Commissioner Andrew R. Brown    | Present    |

Town Staff Included: William "Mac" Serda, Town Manager and Donald "DJ" Doody, Town Attorney

**ROLL CALL - CLOSED SHADE SESSION**

Pursuant to Section 286.011 of the Florida Statutes -

The Shade Session was held between Town Commission, The Town Attorney, Town Manager, and Special Counsel to discuss the lawsuit presently pending in the 17<sup>th</sup> Judicial Circuit in and for Broward County, FL-Town of Hillsboro Beach v. City of Deerfield Beach, Case No. 17-007784 (08). The Closed Shade Session was held via WebEx, video and telephone conference.

**RECONVENE INTO SPECIAL COMMISSION MEETING**

Town Commission reconvened into the Special Commission Meeting at 4:16pm.

It was noted a settlement agreement was not reached concerning Town of Hillsboro Beach v. City of Deerfield Beach, Case No. 17-007784 (08)

**ADJOURN** There being no further business to come before the Town Commission, Commissioner Brown motioned to adjourn, Vice Mayor Kirdahy seconded. With a vote of 5-0, the meeting adjourned. The time was 4:17 P.M.

ADOPTED THIS 1<sup>st</sup> DAY OF SEPTEMBER, 2020

By: \_\_\_\_\_  
Deborah L. Tarrant, Mayor

ATTEST:

\_\_\_\_\_  
Sherry D. Henderson, CMC  
Town Clerk





TOWN OF HILLSBORO BEACH  
1210 Hillsboro Mile  
Hillsboro Beach, FL 33064  
TownofHillsboroBeach.com  
954•427•4011

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

**TUESDAY**

**JULY 28, 2020**

**2:00 P.M.**

---

**CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE**

Mayor Deborah L. Tarrant called the meeting to order at 2:05 p.m. Roll was called with the Commission members and staff present via Webex 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.

**I. RECESS INTO CLOSED SHADE SESSION**

- A.** Attorney-client session, pursuant to Section 286.011 of the Florida Statutes. The Closed Session will be held between Town Commission, the Town Attorney, and Special Counsel to discuss the lawsuit presently pending in the Supreme Court of Florida. The Closed Session will be a video and telephone conference via Webex.

Town Attorney DJ Doody requested an Attorney-client session, pursuant to Section 286.011 of the Florida Statutes.

Mayor Tarrant recessed the meeting into Closed Shade Session at 2:09 p.m.

## II. RECONVENE INTO SPECIAL COMMISSION MEETING

Mayor Tarrant reconvened the Special Commission Meeting at 3:12 p.m.

Mr. Doody announced the completion of the Closed Shade Session.

## III. DISCUSSION & POSSIBLE ACTION

### A. Discussion and possible action concerning Attorney Tim Perry, Esq. leaving the law firm of Oertel, Fernandez, Bryant, & Atkinson, P.A.

Mayor Tarrant explained attorney Tim Perry, Esq. was leaving the firm of Oertel, Fernandez, Bryant, & Atkinson, P.A. She outlined the Town's options, including requesting the case follow the attorney, severing services, or requesting the case remain with the firm.

Tim Perry provided additional background information, noting he would be a partner at the new Tallahassee-based firm beginning August 3. He stated he has represented the Town in coastal law matters and nothing about his terms of service or rates would change with the move.

**Motion** made by Commissioner Feaman, seconded by Commissioner Brown, to continue legal services with Attorney Tim Perry, Esq. at his new law firm. In a roll call vote, the **motion** passed unanimously. (5-0)

## IV. RESOLUTIONS & CONTRACTS

### A. **Resolution No. 2020-47** Consideration to Approve and Authorize Selection of Special Counsel for Bond Validation Appeal with Florida Supreme Court.

**Motion** made by Commissioner Feaman, seconded by Vice Mayor Kirdahy, to select a law firm to represent the Town in the validation appeal to the Florida Supreme Court. In a roll call vote, the **motion** passed unanimously. (5-0)

**Motion** made by Commissioner Baldasarre, seconded by Commissioner Feaman, to select Nabors, Giblin, and Nickerson P.A. Law Firm to represent the Town in the appeal of Final Judgement in Town of Hillsboro Beach v. State of Florida CACE 200003859. In a roll call vote, the **motion** passed unanimously. (5-0)

Mr. Doody read Resolution 2020-47 by title only.

**Motion** made by Commissioner Feaman, seconded by Commissioner Brown, to adopt the Resolution 2020-47 with Nabors, Giblin, and Nickerson P.A. named as counsel. In a roll call vote, the **motion** passed unanimously. (5-0)

**B. Resolution No. 2020-48** Consideration to Approve and Authorize the Appropriate Town Officials to Execute Fourth Amendment Between Town of Hillsboro Beach and Winter Sun Investments, LLC.

Mr. Doody explained initially through his discussion with counsel for the seller, he indicated the Town needed an additional inspection period. He stated that request was granted, but additional wording was also added.

Mr. Doody stated the amended agreement asked that they expend public funds on private property to make improvements, which could give rise to liability and did not provide benefit to the Town.

The Commissioners and staff discussed the permit process and the details of the request by the seller. Mr. Doody noted additional clarification was required.

Mr. Doody stated the seller wanted proration of taxes to the original date of selling. He explained the Town does not prorate taxes, and the seller would be responsible for taxes to the date of closing. He stated the sellers also wanted the Town to be responsible for carrying costs up to \$5,000 per month.

Continuing, Mr. Doody noted the Town wanted to make sure the property was maintained, and thought clarification was also needed on that matter. He said he could not recommend the Town accept the fourth amendment as drafted and stated he would ask they return to the original agreement with an extension of the dates only.

Vice Mayor Kirdahy stated she could not agree to most of the items in the amendment. She said she could not see the Town spending money on the property before the Town took ownership.

Mr. Doody read Resolution 2020-48 by title only.

**Motion** made by Vice Mayor Kirdahy, seconded by Commissioner Baldassarre, to deny Resolution 2020-48. In a roll call vote, the **motion** passed unanimously. (5-0)

## V. PUBLIC COMMENTS

Town Clerk Sherry D. Henderson read public comments submitted prior to the meeting.

*Mark Ginsburg*, sent an email asking 17 questions, noting he was an objector to the bond discussed for purchase of the property adjacent to Town Hall. He stated he was an attorney and resident.

**(Clerk's Note: Email added to Minutes)**

Mayor Tarrant opened the meeting to additional public comment.

*Javier Garcia* stated the Town Commission would go on record as one of the most amazing for not listening to its residents. He said the property being purchased at 1205 and 1206 Hillsboro Mile was overpriced and legal challenges did not make sense.

*Marshall Geisser* asked how much money had been spent on the Deerfield litigation.

Mr. Serda stated he would follow up with a year-to-date number.

Mr. Geisser asked how much of the \$500,000 budget for legal fees (in the Fiscal Year 2020-2021 budget) was set aside for the Deerfield lawsuit and the property purchase.

Mr. Serda stated the budget amount was an estimate which had been utilized in previous fiscal years.

Mayor Tarrant provided background on the lawsuit, noting it was money well spent if it could change the paradigm and work out a settlement that would allow Hillsboro Beach to have a beach again. She stated the Town was pursuing the purchase because they needed an access point. Mayor Tarrant stated the residents in opposition to the purchase were representing a small number of people, but the Commission was elected to represent the entire community.

Mr. Geisser stated he was a voting, homesteaded resident and his position was important.

Mayor Tarrant asserted everyone's position was important, and the Commission had to act in the best interest of the Town.

*Moe Tarrifi* asked if an environmental assessment had been done on the property at 1205 and 1206 Hillsboro Mile and if the underground tank was leaking.

Mayor Tarrant stated the environmental assessment had been done, and correction of the underground tank issue was the responsibility of the seller.

Mr. Tarrifi asked if it was customary to go directly from Circuit Court to Supreme Court.

Mayor Tarrant responded that it was customary in municipal validation issues.

*Jane Reiser* commented that she was also a voting member of the community, and she commended the Commission for taking on a “David and Goliath” situation in relation to the beach. She stated if the north end has no beach, everyone’s property values suffer.

*JR Fishman* stated the Commissioners had experienced a lot of objections since pursuing the purchase of 1205 and 1206 Hillsboro Mile. He asserted some residents benefited more than others from an assessment, and the validation failed because the purchase was disguised as maintenance. He questioned the legal fees associated.

Mayor Tarrant asserted the information being spread was incorrect and served the purposes of a small group of people. She noted an education campaign would be taken on when the appropriate time came. Mayor Tarrant stated she believed all of the residents could agree that without a beach, there is no Town of Hillsboro Beach.

Due to prior engagement, Vice Mayor Kirdahy left the video meeting at 3:55 p.m.

*Mark Ginsburg* stated he did not object to the purchase of the property but saw a legal issue with the purchase through special assessment. He said he was in favor of beach re-nourishment and purchase through revenue bond.

Mayor Tarrant noted she understood the objection but disagreed. She stated 98 percent of the Town’s residents live in condominiums, and it was unreasonable to expect those in private residences to bear the cost of services for the entire Town.

## VI. ADJOURNMENT

With no further business to come before the Board, **Motion** made by Commissioner Brown, seconded by Commissioner Feaman, to adjourn the meeting at 4:01 p.m. In a roll call vote, the **motion** passed.

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](http://www.townofhillsborobeach.com)

### Agenda Item Cover Memo

**Agenda Item:** 2020 Census Update

**Presented by** Adeline (Lita) Andreano, Town Resident & US Census Enumerator

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

**Agenda Date:** September 1, 2020

### 1. BACKGROUND/HISTORY

**BROWARD COUNTY, FL** - The U.S. Census Bureau has begun door-to-door canvassing to count residents who have not yet responded to the 2020 Census questionnaire. It is important for residents to know that they may be visited by a Census worker in the coming weeks if they have not already responded to the Census. The best way to avoid a visit by a Census worker is to complete the Census online. Visit [my2020census.gov](https://my2020census.gov) to complete yours today.

Census takers come from our local community and undergo a background check before being hired. However it is important for residents to determine the legitimacy of the Census taker by verifying the following:

- The Census taker is wearing an ID badge that includes the census taker's name, photograph, a Department of Commerce watermark, and an expiration date.
- Due to the ongoing COVID-19 pandemic, the Census taker will be wearing a mask. Please wear a mask when speaking with the Census taker.
- The Census taker will have an official bag and Census Bureau-issued electronic device, such as a laptop or smartphone, bearing the Census Bureau logo.

Census takers and field representatives will conduct their work between the hours of 9am and 9pm, local time.

The door-to-door canvassing effort occurs across the nation toward the end of the Census self-response period and helps boost response rates in communities with an undercount. The canvassing effort is particularly important for Broward County as self-response rates here are just under 60%, lower than both the state and national response rates.

Response rates are low in many communities across Broward County, including those with high populations of Spanish- and Creole-speaking residents who may not be aware that the Census can be completed in numerous languages, online or over the phone.

Broward County District 1 Commissioner Nan Rich, Chair of the Broward County Complete Count Committee, said the COVID-19 pandemic has been in large part responsible for the lower than normal self-response rate in Broward. It resulted in the cancelation of numerous public outreach and grassroots activities over the last few months designed to help educate residents on the importance of the census.

An undercount can result in the loss of millions of dollars in federal and state funding for local programs over the next 10 years that impact all our lives, from newborns to seniors, and everyone in between. That includes funding for social services, transportation, hospitals, nursing homes, education and emergency services, including those that help us deal with crises like COVID-19 and hurricanes.



## TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

Phone: (954) 427-4011  
[www.townofhillsborobeach.com](http://www.townofhillsborobeach.com)

**August**

**MEDIA**

Office

954-357-6944

[lshepard@broward.org](mailto:lshepard@broward.org)

**CONTACT:** Lori  
of

**13,**

Shepard,

Public

Media

**2020**

Liaison

Communications

### 2. CURRENT ACTIVITY

### 2. FINANCIAL IMPACT

### 3. RECOMMENDATION

- ATTACHMENTS:**
1. Census Enumerators Take to the Streets
  2. Census Enumerating ends 9-30-2020





## Census Enumerators Take to the Streets

### - Door-to-door canvassers hope to increase Broward's response rate -

**BROWARD COUNTY, FL** - The U.S. Census Bureau has begun door-to-door canvassing to count residents who have not yet responded to the 2020 Census questionnaire. It is important for residents to know that they may be visited by a Census worker in the coming weeks if they have not already responded to the Census. The best way to avoid a visit by a Census worker is to complete the Census online. Visit [my2020census.gov](https://my2020census.gov) to complete yours today.

Census takers come from our local community and undergo a background check before being hired. However it is important for residents to determine the legitimacy of the Census taker by verifying the following:

- The Census taker is wearing an ID badge that includes the census taker's name, photograph, a Department of Commerce watermark, and an expiration date.
- Due to the ongoing COVID-19 pandemic, the Census taker will be wearing a mask. Please wear a mask when speaking with the Census taker.
- The Census taker will have an official bag and Census Bureau-issued electronic device, such as a laptop or smartphone, bearing the Census Bureau logo.
- Census takers and field representatives will conduct their work between the hours of 9am and 9pm, local time.

The door-to-door canvassing effort occurs across the nation toward the end of the Census self-response period and helps boost response rates in communities with an undercount. The canvassing effort is particularly important for Broward County as self-response rates here are just under 60%, lower than both the state and national response rates.

Response rates are low in many communities across Broward County, including those with high populations of Spanish- and Creole-speaking residents who may not be aware that the Census can be completed in numerous languages, online or over the phone.

Broward County District 1 Commissioner Nan Rich, Chair of the Broward County Complete Count Committee, said the COVID-19 pandemic has been in large part responsible for the lower than normal self-response rate in Broward. It resulted in the cancelation of numerous public outreach and grassroots activities over the last few months designed to help educate residents on the importance of the census.

An undercount can result in the loss of millions of dollars in federal and state funding for local programs over the next 10 years that impact all our lives, from newborns to seniors, and everyone in between. That includes funding for social

services, transportation, hospitals, nursing homes, education and emergency services, including those that help us deal with crises like COVID-19 and hurricanes.

**August 13, 2020**

**MEDIA CONTACT:** Lori Shepard, Media Liaison

Office of Public Communications

954-357-6944

[lshepard@broward.org](mailto:lshepard@broward.org)

**From:** Labaty, Naomie <NLABATY@broward.org>  
**To:** Sherry D. Henderson  
**Sent:** Tuesday, August 4, 2020 6:32 AM  
**Subject:** The Census Bureau to Stop ALL Counting by September 30

Dear Partners,

Late last evening, the U.S. Census Bureau announced that it would suspend all enumerating efforts (that includes all door-to-door knocking, mail, phone, and online responses) by September 30, 2020, instead of the planned October 31<sup>st</sup> deadline. Please read more [here](#) and [here](#).

Needless to say, this is very upsetting to our goal of achieving a complete count in our county. Having an incomplete count will carry devastating consequences for the next 10 years. We will lose millions of dollars and may lose political representation. Our vulnerable communities will be even more disenfranchised.

Although the pandemic continues to be an immediate source of concern, Broward County needs your help with the 2020 Census. We recently launched the "[Show Your Love for Broward Workforce Campaign](#)". Please helps us promote it to every business and workforce organization, from every sector. It is a unique opportunity to increase participation.

**Please encourage everyone you know to respond as soon as possible.**

These are the cities that are still below 60%, as of August 2:

|                       |              |
|-----------------------|--------------|
| Wilton Manors         | <b>59.2%</b> |
| North Lauderdale      | <b>57.2%</b> |
| Hollywood             | <b>56.4%</b> |
| Lauderhill            | <b>54.5%</b> |
| Fort Lauderdale       | <b>52.7%</b> |
| Dania Beach           | <b>51.5%</b> |
| Lauderdale Lakes      | <b>50.5%</b> |
| Pompano Beach         | <b>50.1%</b> |
| Lauderdale-by-the-Sea | <b>42.0%</b> |
| Hallandale Beach      | <b>41.7%</b> |
| Deerfield Beach       | <b>37.5%</b> |
| Hillsboro Beach       | <b>35.9%</b> |
| Pembroke Park         | <b>33.3%</b> |
| <b>BROWARD COUNTY</b> | <b>58.7%</b> |



Naomie Labaty,  
PROGRAM/PROJECT COORDINATOR (CENSUS)  
Environmental Protection and Growth Management Department  
PLANNING AND DEVELOPMENT MANAGEMENT  
DIVISION  
115 S. Andrews Ave, Rm. 329K | Ft Lauderdale, FL 33301  
954.357.6626 c. 954.649.2880



<http://www.broward.org/Census2020>  
<https://my2020census.gov/>

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



## TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

Phone: (954) 427-4011  
[www.townofhillsborobeach.com](http://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 [\(Second Reading\)](#)

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.

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

**Agenda Date:** September 1, 2020

### 1. BACKGROUND/HISTORY

### 2. CURRENT ACTIVITY

### 2. FINANCIAL IMPACT

### 3. RECOMMENDATION

**ATTACHMENTS:**

1. 05 - Seawall Ordinance (revised - 2nd Reading 9-1-2020)
2. ORD 2020-05 (6748482)

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.

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

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF  
HILLSBORO BEACH, FLORIDA, ON FIRST READING, THIS 7<sup>th</sup> DAY OF JULY 2020.

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

By: \_\_\_\_\_  
Deborah L. Tarrant, Mayor

ATTEST:

By: \_\_\_\_\_  
Sherry D. Henderson, CMC  
Town Clerk



Printed: 8/20/2020 4:00:46 PM

Page 1 of 3

Order ID: 6748482

\* Agency Commission not included

**GROSS PRICE \* : \$190.00**

**PACKAGE NAME: SSC Notice of Public Meeting**

Order ID: 6748482

\* Agency Commission not included

**GROSS PRICE \* :** \$190.00**PACKAGE NAME:** SSC Notice of Public Meeting**Product(s):** Affidavit, Sun Sentinel, Floridapublicnotices.com**AdSize(s):** 1 Column**Run Date(s):** Saturday, August 22, 2020**Color Spec.** B/W**Preview**

---

**TOWN OF HILLSBORO BEACH, FLORIDA  
PUBLIC HEARING****SEAWALL ORDINANCE  
TUESDAY, SEPTEMBER 1, 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 2020-05, a Public Hearing will be held on Tuesday, September 1, 2020 at 9:00 a.m. via Live Zoom Video Conference, in accordance with Governor Ron DeSantis Executive Order 20-69 dated March 20, 2020 relating to Emergency Management & Conducting Local Government Public Meetings in response to Coronavirus (Covid-19) global health pandemic. The order was extended by virtue of Executive Order 20-179, effective July 29, 2020.

**ORDINANCE NO. 2020-05  
SEAWALL ORDINANCE**

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.

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](mailto:TownClerk@TownofHillsboroBeach.com)

JOIN LIVE ZOOM MEETING Tuesday, September 1, 2020 9:00am (Eastern) Meeting  
number: 985 4502 8154 Password:

Order ID: 6748482

\* Agency Commission not included

**GROSS PRICE \* : \$190.00****PACKAGE NAME: SSC Notice of Public Meeting**Number: 663 4073 8138 Password:  
972204**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](mailto: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 ZOOM PARTICIPATION** – If attending via Zoom online, at the appropriate public comment period, click "raise hand" on the bottom of the "participants" tab, and your audio will be unmuted when you are recognized.

Sherry D. Henderson, CMC Town Clerk  
TOWN OF HILLSBORO BEACH, FLORIDA  
8/23/2020 6748482



## TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

Phone: (954) 427-4011  
[www.townofhillsborobeach.com](http://www.townofhillsborobeach.com)

### Agenda Item Cover Memo

**Agenda Item:** Ordinance No. 2020-06 Amendment to the Town Code of Ordinance - "Buildings and Buildings Regulations" Chapter 4, Amending Section 4-67, Permit Fee Schedule **(First Reading)**

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 4-67 ENTITLED "PERMIT FEE SCHEDULE"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

**Agenda Date:** September 1, 2020

### 1. BACKGROUND/HISTORY

### 2. CURRENT ACTIVITY

### 2. FINANCIAL IMPACT

### 3. RECOMMENDATION

**ATTACHMENTS:**

1. agenda cover memo - Bldg Permit Fees (9-1-2020)
2. 06 - Fee Schedule Ordinance Changes Sec 4-67





1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

## TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011  
[www.townofhillsborobeach.com](http://www.townofhillsborobeach.com)

### Agenda Item Cover Memo

**Agenda Item:** Ordinance NO. 2020-06 / Resolution NO. 2020-50  
**Submitting Dept:** Building Department – Building Official, Steven Mitchell  
**Agenda Date:** September 1, 2020

#### 1. BACKGROUND / HISTORY

Town Code **Section 4-67 Permit Fee Schedule** establishes the authority and methods for calculating and collecting building permit fees to fund the operation of a building department in accordance with the provisions and requirements of the **Florida Building Code** and the **Broward County Amendments to the FBC, Chapter 1**. The current ordinance adopts the fee schedule of the Broward County Building Department as the document of record, and includes specific fees and methods that may be outdated, and can complicate the permitting process. Other than administrative changes made in 2019 to comply with new State Statutes, no significant changes have been made to this section since 2006.

#### 2. CURRENT ACTIVITY

The proposed ordinance change corrects and clarifies the process establishing the authority and methods for calculating and collecting building permit fees. The new structure of the document moves fixed calculations and dollar amounts from the ordinance, to a supporting document that can be more easily modified in the future, if needed.

The proposed fee schedule (Resolution No. 2020 – 50) eliminates nearly a dozen fees and calculations that can cause confusion for property owners trying to estimate permit costs, and will allow for faster permit processing, with improved accuracy.

#### 3. FINANCIAL IMPACT

The proposed Ordinance changes and Fee Schedule will be implemented with no direct cost to the Town of Hillsboro Beach. Building department fees are user fees, charged only to those property owners conducting activities that require permits, plan review, and inspections. Some fee increases are included in the proposed schedule, with the new costs comparable to adjacent communities and commensurate with the service level expected by the property owners and residents of the Town of Hillsboro Beach.

#### 4. RECOMMENDATION

Approval of Ordinance 2020-06 and Resolution 2020-50 is requested

ORDINANCE NO. 2020-06

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 4-67 ENTITLED "PERMIT FEE SCHEDULE"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Town Commission has determined that it is in the Town's best interest to amend the permit fee schedule to comply with applicable Florida law; and

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

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

**Section 2.** Chapter 4 of the Code of Ordinances is hereby amended by specifically amending Section 4-67 entitled "Permit Fee Schedule." which shall read as follows:

Sec. 4-67. - Permit fee schedule.

(A) *Definitions.* For the purpose of this section the following definitions shall apply, unless the context clearly indicates or requires a different meaning.

(1) *Construction cost.*

~~(a) In the case of new construction or additions to an existing structure, the greater of: the product of \$175.00 times the total square footage under roof being constructed or added, except for multi-family covered parking and storage areas which shall be computed at \$75.00 times the total square footage under roof being constructed or added; or the cost of construction as shown on the document of construction cost verification.~~ the cost of construction shall be determined by the standards set forth in the Florida Building Code, Broward County Amendments, as adopted 10/12/2017.

~~(b) In all other instances, the actual cost of the work to be performed obtained from the document of construction cost verification.~~

~~(2) Document of construction cost verification. A document which is submitted with the original permit application that is the original or a copy of the signed contract describing the construction work to be done and the cost of the work, and which bears the signature of the property owner of record or their authorized~~

1 ~~representative (trustee, power of attorney or agent established by a notarized letter~~  
2 ~~of authorization). , or, a notarized statement from the property owner of record~~  
3 ~~stating the price to be paid for the work being done.~~

4 (3 2) *Total cost of permit.* The sum of the permit fee, as defined in subsection (a)  
5 below, and all applicable miscellaneous fees, as defined in subsection (b) below.

6 (a) *Permit fees.* The document entitled permit fee schedule of the Broward  
7 County Building Department, as currently exists or may be amended, Town  
8 of Hillsboro Beach Building Permit Fees is hereby adopted as the fee  
9 schedule for the town shall be adopted as the fee schedule for the Town from  
10 time to time by resolution.

11 (b) *Miscellaneous fees.*

12 ~~(i) Starting work prior to obtaining the required permit (except in the case of~~  
13 ~~an emergency): \$10.00 per calendar day, with a minimum of \$100.00, from~~  
14 ~~the date of application through the date of permit issuance, excluding time in~~  
15 ~~review in the town offices. In the case of an emergency, the permit must be~~  
16 ~~obtained as soon as possible, but no later than 30 days from the application~~  
17 ~~submittal.~~

18 (ii) Administrative Fee surcharge: An administrative fee, shall be levied on all  
19 permits for which application is made as cost recovery for the research and  
20 time costs for plan review and inspections performed for zoning and fire  
21 compliance, ~~and compliance with the Florida Building Code.~~

22  
23 This administrative fee shall be due and payable regardless of whether the  
24 permit is approved and issued, disapproved, or withdrawn by the applicant.

25  
26 **Section 3.** If any section, subsection, sentence, clause or provision of this  
27 Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such  
28 invalidity.

29  
30 **Section 4.** That all ordinances or parts of ordinances and all resolutions or parts  
31 of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

32  
33 **Section 5.** It is the intention of the Town Commission of the Town of Hillsboro  
34 Beach, that the provisions of this Ordinance shall become and be made a part of the Code of  
35 Ordinances of Town of Hillsboro Beach, Florida, and the Sections of this ordinance may be  
36 renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article,"  
37 or such other word or phrase in order to accomplish such intention.

38  
39 **Section 6.** This Ordinance shall be effective fifteen (15) days after its passage and  
40 adoption by the Town Commission of the Town of Hillsboro Beach.

1 PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO  
2 BEACH, FLORIDA, ON FIRST READING, THIS \_\_\_\_ DAY OF \_\_\_\_, 2020.

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

3  
4  
5  
6 By: \_\_\_\_\_  
7 Deborah L. Tarrant, Mayor

8 ATTEST:

9  
10 By: \_\_\_\_\_  
11 Sherry D. Henderson, CMC  
12 Town Clerk  
13  
14

15 APPROVED AS TO FORM:

16  
17 \_\_\_\_\_  
18 Donald J. Doody, Town Attorney



## TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

Phone: (954) 427-4011  
[www.townofhillsborobeach.com](http://www.townofhillsborobeach.com)

### Agenda Item Cover Memo

**Agenda Item:** Resolution No. 2020-50 Consideration to Approve and Adopt the Town of Hillsboro Beach Schedule of Building Permit Fees.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA,  
APPROVING AND ADOPTING THE SCHEDULE OF BUILDING PERMIT FEES ATTACHED HERETO AS  
EXHIBIT "A"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

**Agenda Date:** September 1, 2020

### 1. BACKGROUND/HISTORY

### 2. CURRENT ACTIVITY

### 2. FINANCIAL IMPACT

### 3. RECOMMENDATION

- ATTACHMENTS:**
1. agenda cover memo - Bldg Permit Fees (9-1-2020)
  2. 50 - Building Permit Fee
  3. ToHB proposed fee schedule
  4. FEE COMPARISON
  5. Reference Documents for Fee Schedule Change



1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

## TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011  
[www.townofhillsborobeach.com](http://www.townofhillsborobeach.com)

### Agenda Item Cover Memo

**Agenda Item:** Ordinance NO. 2020-06 / Resolution NO. 2020-50  
**Submitting Dept:** Building Department – Building Official, Steven Mitchell  
**Agenda Date:** September 1, 2020

#### 1. BACKGROUND / HISTORY

Town Code **Section 4-67 Permit Fee Schedule** establishes the authority and methods for calculating and collecting building permit fees to fund the operation of a building department in accordance with the provisions and requirements of the **Florida Building Code** and the **Broward County Amendments to the FBC, Chapter 1**. The current ordinance adopts the fee schedule of the Broward County Building Department as the document of record, and includes specific fees and methods that may be outdated, and can complicate the permitting process. Other than administrative changes made in 2019 to comply with new State Statutes, no significant changes have been made to this section since 2006.

#### 2. CURRENT ACTIVITY

The proposed ordinance change corrects and clarifies the process establishing the authority and methods for calculating and collecting building permit fees. The new structure of the document moves fixed calculations and dollar amounts from the ordinance, to a supporting document that can be more easily modified in the future, if needed.

The proposed fee schedule (Resolution No. 2020 – 50) eliminates nearly a dozen fees and calculations that can cause confusion for property owners trying to estimate permit costs, and will allow for faster permit processing, with improved accuracy.

#### 3. FINANCIAL IMPACT

The proposed Ordinance changes and Fee Schedule will be implemented with no direct cost to the Town of Hillsboro Beach. Building department fees are user fees, charged only to those property owners conducting activities that require permits, plan review, and inspections. Some fee increases are included in the proposed schedule, with the new costs comparable to adjacent communities and commensurate with the service level expected by the property owners and residents of the Town of Hillsboro Beach.

#### 4. RECOMMENDATION

Approval of Ordinance 2020-06 and Resolution 2020-50 is requested

RESOLUTION NO. 2020-50

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND ADOPTING THE SCHEDULE OF BUILDING PERMIT FEES ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission of the Town of Hillsboro Beach approves and adopts the Schedule of Building Permit Fees attached hereto as Exhibit “A”.

**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 hereby approves and adopts the Schedule of Building Permit Fees 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 with any of the provision of this resolution are hereby repealed.

**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

## Town of Hillsboro Beach - Building Fee Schedule

1. **Building Permit Fees** shall be based upon the cost of construction, as attested to by the applicant on the submitted permit application. A permit application is required for each trade, for each structure.

- The Building Official, in addition to verifying the completeness and accuracy of the application, shall review the application for the cost of construction. If the Building Official determines that the cost of construction attested to does not accurately reflect the cost of construction for the scope of work covered by the permit, the following methods may be used to calculate the fee:
  - a. Copy of a signed contract for work to be completed under requested permit.
  - b. Apply the values in the most current edition of the RS Means Construction Valuation system.
- The greatest of the methods of the applicant's statement of value, or (a.) or (b.) above, shall be used in calculating the permit fee.

**Permit Fees Calculations:**

|                                                               |       |
|---------------------------------------------------------------|-------|
| Construction costs up to \$5,000 (Per structure, per trade)   | \$125 |
| Construction costs greater than \$5,000 and up to \$5,000,000 | 2.65% |
| Construction costs greater than \$5,000,000                   | 2.45% |

*Permit fees include first plan review and standard inspections.*

*Permit fees do not include subsequent plan review(s) or re-inspection(s).*

*For projects valued in excess of \$75,000, an application fee equal to 1% of the job valuation is due at the time of submittal. The application fee will be applied against the final permit cost.*

2. **Plan Review Fees** are collected for review of previously rejected plans, revised or as-builts plans, duplicate plans, or pre-submittal reviews.

**Plan Review Fee** \$95 per hour, one hour minimum, per discipline

3. **Required State, County, and Local Fees:**

- Broward County Board of Rules and Appeals Fee (BORA)  
\$0.65 per each \$1,000.00 or any fraction of the **Total Cost of Construction**
- Florida DBPR/ Florida Building Code Compliance Program F.S.553.721  
Minimum \$2.00 per Permit, 1.5% of the **Permit Fee**
- Building Code Administrators and Inspectors Fund F.S. 468.631  
Minimum \$2.00 per Permit, 1.5% of the **Permit Fee**

#### **4. Miscellaneous Fees:**

|                                                                       |                                                              |
|-----------------------------------------------------------------------|--------------------------------------------------------------|
| Re-Inspection Fee                                                     | \$95                                                         |
| Change of Contractor Fee                                              | \$95                                                         |
| Permit Card Replacement, Certificate of Occupancy/Completion document | \$25                                                         |
| 40-year inspection program (required by Broward County)               | \$350                                                        |
| Work Without Permit                                                   | 200% of standard permit fee                                  |
| Overtime Inspections / Plan Reviews                                   | \$125.00 per Hour / 3 hr. min                                |
| Expired Permit Renewal Fee                                            |                                                              |
| within 180 days of expiration,                                        | 50% of the original permit fee,<br>but not less than minimum |
| after 180 days,                                                       | 100% of the current fee                                      |

### **Cost Recovery Fees for Fire and Zoning**

#### **Fire Fees**

|             |                                                                                                         |
|-------------|---------------------------------------------------------------------------------------------------------|
| Plan Review | \$150 per hour +<br>\$25 Administrative Fee per review                                                  |
| Inspections | \$150 per hour +<br>\$25 Administrative Fee per review<br>(Fees rounded to next ¼ Hour, ½ hour minimum) |

#### **Zoning Fees**

|             |                                                                                                         |
|-------------|---------------------------------------------------------------------------------------------------------|
| Plan Review | \$150 per hour +<br>\$25 Administrative Fee per review                                                  |
| Inspections | \$150 per hour +<br>\$25 Administrative Fee per review<br>(Fees rounded to next ¼ Hour, ½ hour minimum) |

Building Permit Fee Comparison August 2020

| <b>% of Cost of Construction</b>                          | <b>Hillsboro Beach (Current)<br/>1.89</b> | <b>Hillsboro Beach (Proposed)<br/>2.65/2.4 (tiered)</b> | <b>Pompano Beach<br/>2.5</b> | <b>Coconut Creek<br/>2.0/4.0 (new/existing)</b> | <b>Deerfield Beach<br/>2.5/1.5 (tiered)</b> |
|-----------------------------------------------------------|-------------------------------------------|---------------------------------------------------------|------------------------------|-------------------------------------------------|---------------------------------------------|
| <i>Project Type / Value</i>                               |                                           |                                                         |                              |                                                 |                                             |
| <i>Residential Water Heater<br/>Direct Replacement</i>    | \$125                                     | \$125                                                   | \$65                         | \$65                                            | \$75                                        |
| <i>Residential Air Conditioner<br/>Direct Replacement</i> | \$125                                     | \$125                                                   | \$70                         | \$115                                           | \$75                                        |
| <i>Window Replacement / \$15000</i>                       | \$284                                     | \$397                                                   | \$375                        | \$600                                           | \$375                                       |
| <i>Interior Remodel / \$25,000</i>                        | \$472                                     | \$663                                                   | \$625                        | \$1,000                                         | \$625                                       |
| <i>Interior Remodel / \$50,000</i>                        | \$945                                     | \$1,325                                                 | \$1,250                      | \$2,000                                         | \$1,250                                     |
| <i>SFR Reroof / \$100,000</i>                             | \$1,890                                   | \$2,650                                                 | \$2,500                      | \$1,625                                         | \$2,500                                     |
| <i>Single-Family Home / \$6,000,000</i>                   | \$113,400                                 | \$159,000                                               | \$150,000                    | \$120,000                                       | \$90,000                                    |

Fees are for comparison only  
Actual fees may differ to variations in calculation methods

## **Current Fees Schedules**

**Town of Hillsboro Beach**

**City of Pompano Beach**

**City of Coconut Creek**

**City of Deerfield Beach**

## **Current Town of Hillsboro Beach Fee Schedule (for reference)**

### **General Fees Schedule.**

- a. Service Charges to Municipalities and Agencies as per Interlocal Agreements.
  - b. **OVERTIME INSPECTION/PLAN REVIEW** Overtime for Florida Building Code (FBC) Inspections and/or Plan Reviews. For any inspections and/or plan reviews requested to be performed before 8:00 A.M. and after 4:30 P.M. Monday through Friday, or any hour during a holiday, a special overtime fee will be charged for each inspector and/or plan reviewer of each trade required for the inspection and/or plan review and added to the permit fee. Minimum charge per hour or fraction thereof:  
Inspector .... \$107.00 Plan Examiner .... 107.00
  - c. **COPY FEE** Miscellaneous:
    - 1. Microfilm prints, per sheet .... 1.00
    - 2. Photostat copies:
      - (a) First 50 copies no larger than 8½" × 14" .... N/C
      - (b) Each additional copy .... 0.15
      - (c) 2-sided copies (duplex):
        - (1) First side .... 0.15
        - (2) Second side .... 0.05
    - 3. Scanned copies, per sheet .... 3.00  
Assistance is to be charged at the rate of \$50.00 per hour for research, processing, formulating, or printing computer- generated reports from automated data, including but not limited to chronological listings of permit applications, historical reports, etc. Record research requests shall require a pre-application fee of \$30.00 to initiate search.
    - 4. DVD or flash drive .... 10.00
  - d. All Permits:
    - 1. At application, a nonrefundable minimum permit fee and any assessable plan review fees per the Plan Review Fee Schedule, Exhibit 40A, will be assessed pending issuance of final documents. These fees are necessary to cover the administrative costs of the preliminary processing.
    - 2. Training and continuing education fees:
      - (a) **EDUCATION FEE** \$0.02 per \$1.00 of permit and plan review fee.
      - (b) All fees shall be reserved for training and continuing education for the employees of the Division, which will include any material, equipment, code books, code reference materials, attending conferences, and any other miscellaneous expenses, including travel expenditures.
      - (c) **PUBLIC AWARENESS FEE** \$0.005 per \$1.00 of permit and plan review fee
      - (d) All fees shall be reserved for public awareness of the Florida Building Code.
3. Related Service Charges:

- (a) **ARCHITECTURAL REVIEW** Preapplication plan review based on time consumed (per hour) .... 76.00
- (b) **PRE-INSPECTION FEE** Pre-inspection .... 66.00
- (c) **1<sup>ST</sup> RE-INSPECTION FEE** Re-inspection .... 66.00  
 Subsequent re-inspections for the same violation will be charged in multiples of \$66.00 for the 2nd, 3rd, and so on.  
**2<sup>ND</sup> REINSPECTION FEE** 2nd reinspection .... 132.00  
**3<sup>RD</sup> REINSPECTION FEE** 3rd reinspection .... 198.00  
**4<sup>TH</sup> REINSPECTION FEE** 4th reinspection .... 264.00
- (d) **REVISION FEE** Minor change of plans after permits are issued:
  - (1) Per hour or fraction thereof .... 76.00. 1 hour minimum
  - (2) If proposed change represents a major alteration of floor plan and/or the configuration of the structure involving extensive reexamination computation, the original permit shall be voided, and a new permit applied for, one-half (1/2) of the original permit fee may be applied to the new permit.
- (e) **REPLACEMENT OF PLANS** Replacement of plans, review each trade .... 50.00
- (f) **PERMIT CARD REPLACEMENT** Permit Card replacement .... 50.00
- (g) **ADDITIONAL PLAN SET REVIEW** When more than two sets of plans and/or specifications are submitted for review, a surcharge of \$4.00 per sheet for each additional set will be added to the permit fee.
- 4. **PERMIT EXTENSION** Permit extensions .... 50.00
- 5. Expired permit—Minimum .... 125.00
  - (a) **EXPIRED PERMIT – 180 DAYS OR LESS** A permit may be renewed within one hundred eighty (180) days after expiration on payment of one-half (1/2) of the original permit fee. (If 1/2 of the fee is less than the minimum fee, the minimum fee will be required.)
  - (b) **EXPIRED PERMIT – GREATER THAN 180 DAYS** After one hundred eighty (180) days, a new permit must be applied for and all associated stamps and approvals must be obtained. Any and all new regulations, including but not limited to changes in the Florida Building Code, must be complied with and full fees must be paid.
  - (c) **EXPIRED PERMIT – ADDITIONAL INSPECTIONS** On projects such as extensions, additions, carport enclosures, pools, fences, driveways, roofs, etc., a fee will be determined predicated on the number of inspections required by the Division to finalize the improvement at a rate per inspection of .... 66.00
  - (d) In the event the total monies for the number of inspections exceeds the cost of the permit renewals indicated in (a) and (b) of this subsection, the greater amount shall apply.
- 6. **CHANGE OF CONTRACTOR** Change of Contractor .... 75.00
- 7. **MEETING WITH PLAN REVIEWERS** Conference with Plan Reviewers, per hour, per discipline .... 76.00
- 8. **PROPERTY RESEARCH FEE** Property research fee, each request, each address .... 50.00
- 9. **WORK WITHOUT FEE** Violations (work without permits) .... Double Fee
- 10. Minimum permit fee .... 125.00



EXHIBIT - 40.A

**PLAN REVIEW FEE SCHEDULE**

| Estimated Value |   |           | Plan Review*/ Processing Fee | 2nd Plan Review | 3rd Plan Review | 4th Plan Review | 5th Plan Review |
|-----------------|---|-----------|------------------------------|-----------------|-----------------|-----------------|-----------------|
| 0               | — | 10,000    | \$0.00                       | **\$37.00       | **\$31.00       | **\$40.00       | **\$40.00       |
| 10,001          | — | 25,000    | **73.00                      | **42.00         | **39.00         | **49.00         | **49.00         |
| 25,001          | — | 50,000    | **93.00                      | **54.00         | **47.00         | **60.00         | **60.00         |
| 50,001          | — | 100,000   | **133.00                     | **68.00         | **55.00         | *68.00          | **68.00         |
| 100,001         | — | 200,000   | 162.00                       | 90.00           | 66.00           | 84.00           | 84.00           |
| 200,001         | — | 300,000   | 250.00                       | 110.00          | 90.00           | 125.00          | 125.00          |
| 300,001         | — | 600,000   | 305.00                       | 176.00          | 127.00          | 166.00          | 166.00          |
| 600,001         | — | 1,000,000 | 401.00                       | 261.00          | 218.00          | 249.00          | 249.00          |
| 1,000,001       | — | 5,000,000 | 979.00                       | 602.00          | 452.00          | 414.00          | 414.00          |
| 5,000,001       | — | Above     | 1,590                        | 954.00          | 651.00          | 826.00          | 826.00          |

Special Fees.

1. **BRA** A surcharge fee consistent with Section 43.1 of the Administrative Code shall be collected on behalf of the Broward County Board of Rules and Appeals.

43.1. - Fee in Connection with Permits.

In compliance with Article IX, Section 9.02D, Broward County Charter, as amended, each governmental authority within Broward County which is required to issue permits pursuant to the Florida Building Code, Broward County Edition, shall charge a fee in connection with permits issued pursuant to that Code according to the following formula:

- a. A fee equal to the greater of \$2.00 or \$0.52 for each \$1,000.00, or any fraction thereof, of "Total Construction Cost" shall be collected for any building, electrical, plumbing, mechanical, engineering, and liquefied petroleum permit issued, including but not limited to permits issued for alteration, repair, installation, and demolition.
- b. "Total Construction Cost" shall be provided by the permit applicant or designer of record and approved by the Building Official using contracts, current R.S. Means catalog, or other methods.

2. **FL SURCHARGE DCA** Pursuant to Section 553.721, Florida Statutes, as amended, a surcharge fee shall be collected for the Department of Community Affairs at the rate of 1.0 percent (1.0%) of the permit fees associated with the enforcement of the Florida Building Code. as defined by the uniform account criteria and, specifically, the uniform account code for building permits adopted for local government financial reporting pursuant to Section 218.32, Florida Statutes, as amended. The minimum amount collected on any permit issued shall be \$2.00. and Broward County shall retain ten percent (10%) of the surcharge collected to fund the participation of its building department in the

national and state building code adoption processes and to provide education related to enforcement of the Florida Building Code.

3. **FL SURCHARGE DBPR** Pursuant to Subsection 468.631(1), Florida Statutes, as amended, a surcharge fee shall be collected for the Building Code Administrators and Inspectors Fund at the rate of 1.5 percent (1.5%) of all permit fees associated with enforcement of the Florida Building Code, as defined by the uniform account criteria and, specifically, the uniform account code for building permits adopted for local government financial reporting pursuant to Section 218.32, Florida Statutes, as amended. The minimum amount collected on any permit issued shall be \$2.00. and Broward County shall retain ten percent (10%) of the surcharge collected to fund the participation of its building department in the national and state building code adoption processes and to provide education related to enforcement of the Florida Building Code.
4. **EXPEDITED PLAN REVIEW** A premium service fee of \$107.00 per hour of service shall be collected from customers who wish to benefit from the delivery of enhanced plan review and/or inspection services as defined in Exhibit 40.B. This premium service fee is charged in addition to any applicable permit and plan review fees charged.
5. **PRE-SALE SURVEY** A fee of \$76.00 per hour of service shall be collected from customers who request pre-sale surveys.?
6. **40 Year Building Safety Inspection Program:**
  - (a) **40 YEAR SAFETY INSPECTION** For every application for recertification under the 40 Year Building Safety Inspection Program of Section 109.14 of the Broward County Administrative Provisions of the Florida Building Code, application processing fee .... \$350.00
  - (b) **CAN BE INCLUDED IN FEE ABOVE** For every application for subsequent recertification at 10-year intervals under the 40 Year Building Safety Inspection Program of Section 109.14 of the Broward County Administrative Provisions of the Florida Building Code, application processing fee. .... 350.00
  - (c) **40 YEAR EXTENSION** For every extension request for recertification (or subsequent 10-year interval recertification) under the 40 Year Building Safety Inspection Program of Section 109.14 of the Broward County Administrative Provisions of the Florida Building Code, application processing fee .... 50.00

• **Building Permits Fee Schedule. ALL FEES BELOW SHOULD HAVE \$125 MINIMUM FEE BREAK OUT SEPERATELY IF FEES EXCEED**

**CO FEE** Certificate of Occupancy: Issuing original Certificate of Occupancy - Certificate of Completion/Temporary Certificate of Occupancy/Partial Certificate of Occupancy per discipline for inspection .... \$50.00

**PERMIT FEES – STRUCTURAL**

Structural. Permit fees shall be calculated as the greater of the followings:

1. Either the minimum base permit fee .... 125.00
2. Or the structural permit fee shall be charged at the rate of 1.85% of the job value.

The work is defined as the job value determined using the RS MEANS Manual (latest edition) for Structural, Electrical, Plumbing, and Mechanical or estimated job value provided by job applicant (whichever is greater). Permit fees include standard inspections. Permit fees do not include Plan Review(s) or re-inspection(s).

- **Electrical Permits Fee Schedule.**

**PERMIT FEES – ELECTRICAL**

Electrical Permit Fees. Permit fees shall be calculated as the greater of the following:

1. Either the minimum base permit fee. .... \$125.00
2. Or the electrical permit fee shall be charged at the rate of 1.85% of the job value.

The work is defined as the job value determined using the RS MEANS Manual (latest edition) for Structural, Electrical, Plumbing, and Mechanical or estimated job value provided by job applicant (whichever is greater). Permit fees include standard inspections. Permit fees do not include Plan Review(s) or re-inspection(s).

- **Mechanical (Air Conditioning and Ventilation) Permits Fee Schedule.**

**PERMIT FEES – MECHANICAL**

Mechanical Permit Fees. Permit fees shall be calculated as the greater of the following:

1. Either the minimum base permit fee .... \$125.00
2. Or the mechanical permit fee shall be charged at the rate of 1.85% of the job value.

The work is defined as the job value determined using the RS MEANS Manual (latest edition) for Structural, Electrical, Plumbing, and Mechanical or estimated job value provided by job applicant (whichever is greater). Permit fees include standard inspections. Permit fees do not include Plan Review(s) or re-inspection(s).

- **Plumbing Permits Fee Schedule.**

**PERMIT FEES – PLUMBING**

Plumbing Permit Fees. Permit fees shall be calculated as the greater of the following:

1. Either the minimum base permit fee .... \$125.00
2. Or the plumbing permit fee shall be charged at the rate of 1.85% of the job value.

The work is defined as the job value determined using the RS MEANS Manual (latest edition) for Structural, Electrical, Plumbing, and Mechanical or estimated job value provided by job applicant (whichever is greater). Permit fees include standard inspections. Permit fees do not include Plan Review(s) or re-inspection(s).

## **Current Pompano Beach Fee Schedule (for reference)**

### **FEES**

§ 152.10 DOUBLE FEES; REINSPECTION FEES; CERTIFICATE OF OCCUPANCY.

The Building Department shall charge and collect for permits at the rates listed in the following schedules.

(A) Double fees. When work for which a permit is required is commenced prior to the obtaining of a permit, pursuant to Section 105.1 of the Florida Building Code, the fees as specified herein shall be doubled, but in no event shall the doubled fee be less than \$100. The applicant for a permit shall be required to pay a minimum of double the fee as specified herein as the cost of the permit. When work for which a permit is required is commenced prior to the obtaining of a permit, a one-time per project penalty fee of \$200 plus a double permit fee shall be charged. The payment of the double fee shall not relieve any person, firm, or corporation from fully complying with all of the requirements of all applicable regulations and codes, nor shall it relieve them from being subject to any of the penalties therein.

(B) Reinspection fees. All fees shall include payment for the permit and for inspection of the work. If the building inspector, upon inspection after completion of the work or apparatus, finds that the work does not conform to or comply with the provisions of the state law, the building code, or city code of ordinances, the inspector shall notify the contractor or owner, indicating the corrections required. When the corrections have been made, the inspector shall be notified by the owner or contractor that the corrections have been made, and the inspector shall again inspect the work or apparatus for a charge of \$60, subsequent reinspections are \$250.

- (1) Wrong address;
- (2) Condemned work, resulting from faulty construction;
- (3) Repairs or corrections not made when reinspection has been requested;
- (4) Work not ready, approved plans (with revisions) not on job site, or job site secured or inaccessible for inspection when called; or no ladder provided;
- (5) There has been no final or other inspection due to the owner or his agent.
- (6) Building or structures being used or occupied in whole or part until a certificate of occupancy or temporary or partial certificate of occupancy shall have been issued in accordance with Section 106.1 of the Florida Building Code.
- (7) The payment for reinspection fees shall be made before any further permits will be issued to the person or firm owing same. No further inspections will be made until all outstanding reinspection fees have been paid.
- (8) Failed inspection.

(C) Certificate of occupancy fees. **UNIT** is defined as any subdivided area within one building denoting tenant separation.

(1) Fees for a permanent certificate of occupancy are as follows (Section 111.1. as defined in the Florida Building Code, Broward County Administrative Provisions):

(a) Residential, \$150

(b) Commercial, \$250

(2) Fees for a temporary use certificate or a partial certificate of occupancy are as follows (Section 111.1.3. as defined in the Florida Building Code, Broward County Administrative Provisions):

(a) Each unit, \$550

(b) Any renewal or extension of a temporary use certificate or partial certificate of occupancy shall be \$550.

(3) Certificate of completion, \$5.

(D) The fees for the listed items designated in (C)(1) and (C)(3) shall be included when the building permit fees are paid.

(E) Overtime inspections. Inspections requested outside of normal business hours shall be at the rate of \$225 for the first three hours and \$75 per additional hour per inspector and \$270 for the first three hours and \$90 per additional hour on Sundays and city observed holidays per inspector.

(F) When an active permit is extended prior to expiration, in accordance with Section 105.11.2.2 Florida Building Code, with no change in plans, a fee of \$125 or the cost of the base permit fee, whichever is less, shall be charged.

(G) When a permit expires and becomes null and void, a new permit covering the proposed construction shall be obtained before proceeding with the work as per Section 105.11.2.4 Florida Building Code.

(H) (1) All submittal, permit and inspection fees are nonrefundable.

(2) No permit and/or inspection fees may be waived, reduced, or exempted. The City Commission shall have the authority to waive or reduce such fees upon request by other governmental entities upon a showing of good cause.

(I) Permits may be revoked in the event a worthless check is used for payment of permit fees or for checks written and subsequently not honored by a bank due to insufficient funds, for misrepresentation of the information on the permit application or documents, or for forged signatures on permit documents or applications. Revoked permits shall reapply under new application and documents. A service charge shall become due for uncollected checks as per § 32.37 of the City Code of Ordinances.

("58 Code, Appendix "A2") (Ord. 65-51, passed 6-21-65; Am. Ord. 75-62, passed 6-3-75; Am. Ord. 84-98, passed 9-25-84; Am. Ord. 86-48, passed 3-4-86; Am. Ord. 87-52, passed 6-16-87; Am. Ord. 91-75, passed 7-30-91; Am. Ord. 93-58, passed 7-27-93; Am. Ord. 93-68, passed 9-7-93; Am. Ord. 94-45, passed 6-14-94; Am. Ord. 94-66, passed 9-27-94; Am. Ord. 97-26, passed 12-10-96; Am. Ord. 2000-5, passed 10-12-99; Am. Ord. 2002-20, passed 1-8-02; Am. Ord. 2002-49, passed 4-23-02; Am. Ord. 2004-71, passed 9-28-04; Am. Ord. 2013-72, passed 7-23-13; Am. Ord. 2020-52, passed 4-28-20)

#### § 152.11 ELECTRONIC PLAN PROCESSING FEES.

The Department has implemented electronic plan processing for the benefit of providing an efficient and streamlined permit review process. We encourage participation by submitting documents in a digital format but in the event of paper submittal, the Department will convert to digital format at the following fees:

(A) Conversion of paper plans and document to digital format by scanning.

(1) A technology fee of \$20 per conversion plus a per sheet fee.

(2) Fee per sheet.

(a) Documents up to and including 11"x17": \$0.15 per sheet side.

(b) Documents larger than 11"x17": \$4 per sheet side.

Approved permits in the digital format can be printed at regulation size using regular office technology, at a local vendor, or upon request by the Department at the following fees:

(B) Converting digital documents back to printed regulation size documents for permitting.

(1) A technology fee of \$20 per conversion plus a per sheet fee.

(2) Fee per sheet.

(a) Documents up to and including legal size: \$0.15 plus \$0.05 for two-sided copy.

(b) Documents larger than legal size and up to and including 11"x17": \$0.30 plus \$0.10 for double-sided copy.

(c) Documents larger than 11"x17": \$6.00 per sheet.

(Ord. 2013-72, passed 7-23-13)

#### § 152.12 BUILDING PERMIT FEES.

(A) General permit fees shall be as stated below. The minimum fee for all general permits shall be \$65 unless otherwise set forth herein.

(1) Permit fees (building, electrical, mechanical and plumbing) for new construction, additions and repairs shall be based on the estimated in place cost of construction as per the following chart.

| PROJECT VALUE                    | RATE                                           |
|----------------------------------|------------------------------------------------|
| Up to \$250,000                  | 2.5% of Value                                  |
| From \$250,001 to \$500,000      | \$6,250 plus 2.4% over \$250,000 of Value      |
| From \$500,001 to \$1,000,000    | \$12,250 plus 2.3% over \$500,000 of Value     |
| From \$1,000,000 to \$5,000,000  | \$23,750 plus 2.2% over \$1,000,000 of Value   |
| From \$5,000,000 to \$10,000,000 | \$111,750 plus 2.1% over \$5,000,000 of Value  |
| Over \$10,000,000                | \$216,750 plus 2.0% over \$10,000,000 of Value |

Estimated in-place cost of construction shall include all systems. The estimated in-place cost of construction may be a figure provided by the permit holder or an estimated figure using the latest edition of the *Building Construction Cost Data, Division 17: Square Foot Cost* (using median unit cost and City Cost Index), published by R. S. Means, whichever is greater. A copy of the contract may be required by the Building Official at the time a building permit application is submitted to correspond with the valuation indicated on the application. Whenever there is any uncertainty as to the classification of a building, the Building Official shall determine the classification.

(2) A submittal fee for additions, alterations and new construction shall be a non-refundable fee to be paid at time of permit application. The submittal fee will be credited to the permit fee upon issuance of the permit. Submittal fee shall be 50% of the permit fee.

(3) Permit fee for general maintenance shall be based on the estimated in place cost of construction but shall not be less than \$65 for each discipline. The fee shall be based on the following chart.

| PROJECT VALUE                    | RATE                                           |
|----------------------------------|------------------------------------------------|
| Up to \$250,000                  | 2.5% of Value                                  |
| From \$250,001 to \$500,000      | \$6,250 plus 2.4% over \$250,000 of Value      |
| From \$500,001 to \$1,000,000    | \$12,250 plus 2.3% over \$500,000 of Value     |
| From \$1,000,000 to \$5,000,000  | \$23,750 plus 2.2% over \$1,000,000 of Value   |
| From \$5,000,000 to \$10,000,000 | \$111,750 plus 2.1% over \$5,000,000 of Value  |
| Over \$10,000,000                | \$216,750 plus 2.0% over \$10,000,000 of Value |

\* All references to value in Section 152.12 are defined as the estimated in-place cost of construction.

However, no permit shall be required for general maintenance repairs which do not change the occupancy, and the value of which does not exceed the exemption set forth in § 105.2 (A) of the Florida Building Code in labor and materials, as determined by the Building Official.

(4) Temporary tents and temporary fabric canopies for special events and public events:

|                        |                                                                  |
|------------------------|------------------------------------------------------------------|
| up to 120 sq. ft.      | No permit required as per Florida Building Code § 3103.1.1.      |
| over 120 -500 sq. ft.  | \$150 for the first tent; \$20 per tent for each additional tent |
| 500 sq. ft. and larger | \$250 for the first tent; \$20 per tent for each additional tent |

(5) The issuance of a foundation-only permit or a permit for any part of a building or structure shall be determined by the Building Official after submittal of the appropriate construction documents and before the complete set of construction documents for the entire building or structure have been submitted, and paid at the time of issuance. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk and without assurance that a permit for the entire structure will be granted. Corrections may be required to meet the requirements of technical codes. The permit fee for a foundation-only permit shall be \$1.00 per sq. ft. The permit fee for any part of a building or structure shall be in accordance with (A)(1) of this subsection. The foregoing fees are in addition to total building fees.

(6) Change of contractor

(per discipline) \$100

(7) Permit card replacement

(per discipline) \$25

(8) Replacement plans.

(a) Cost of reproduction

1. Sheets up to 8-1/2"x14": \$0.15 per sheet plus \$0.05 for double sided.

2. Sheets larger than 8-1/2"x14" and up to and including 11"x17": \$0.30 per sheet plus \$0.10 for double sided.

3. Sheets larger than 11"x17": \$6.00 per sheet.

(9) Roofing permits shall be a

minimum of \$75

(10) Turn on electrical inspection fee \$65

(11) Temporary electrical service \$65

(12) Residential A/C change out to

4-ton system \$65

over 4-ton each additional \$20

ton or fraction thereof

(13) A/C and furnace change out to

4-ton system \$70

over 4-ton each additional \$20

ton or fraction thereof

(14) Smoke evacuation test (each) \$400

(15) Technology Fee

There shall be a Technology Fee added to each permit to cover a portion of the costs of required acquisition of industry technology. The fee shall be 0.5% of the total Permit Fee.

(B) Plans examination fees.



(1) (a) Fees. Plans examination fee for alterations, additions, and new construction shall be .6% of the estimated cost of construction. Maximum fee per each \$1,000,000 of in-place cost of construction shall be \$1,000. Plans examination fees cover the initial plans examination after the plans are first submitted, plus two reviews after the designer(s) have made corrections. Minimum fee of \$10 (where the construction value is \$0, there is no fee).

(b) Re-review of plans. When failure of the designer(s) to make corrections result in additional plan review time being spent on a given project, the extra time will be charged at the rate of \$100 per hour per plan reviewer with one-hour minimum.

(2) Extensive review for changes of plans or documents, shop drawings, or product approvals after permit issuance shall be at \$100 per hour. **EXTENSIVE** shall mean any review that required more than 15 minutes.

(3) Expedited overtime plan reviews. When requested by applicant, overtime plan reviews shall be in addition to the plan examination fee and shall be at the rate of \$100 per hour per reviewer with one hour minimum for an extended work shift during regular business days; weekend and city observed holidays \$420 for the first three hours plus \$140 per additional hour per reviewer.

(C) *Dry Run*. Any applicant that requests a "Dry Run," which is a review of the project before an actual submittal of a permit application may do so with the payment of 25% of the total permit fee. The Dry Run addresses one review only. If the applicant submits the application for a permit within two years of the Dry Run submittal, the submittal fee will be credited toward the permit. If the permit application is not submitted within two years, the submittal fee will be forfeited. The applicant must still submit the remainder of the submittal fee prior to actual processing of the permit.

(Ord. 87-52, passed 6-16-87; Am. Ord. 91-75, passed 7-30-91; Am. Ord. 93-58, passed 7-27-93; Am. Ord. 94-45, passed 6-14-94; Am. Ord. 94-66, passed 9-27-94; Am. Ord. 97-26, passed 12-10-96; Am. Ord. 98-35, passed 3-10-98; Am. Ord. 2000-05, passed 10-12-99; Am. Ord. 2002-20, passed 1-8-02; Am. Ord. 2002-49, passed 4-23-02; Am. Ord. 2004-71, passed 9-28-04; Am. Ord. 2010-03, passed 10-27-09; Am. Ord. 2013-23, passed 11-27-12; Am. Ord. 2013- 72, passed 7-23-13; Am. Ord. 2014-12, passed 12-10-13; Am. Ord. 2015-76, passed 9-8-15; Am. Ord. 2016-64, passed 6-28-16; Am. Ord. 2020-52, passed 4-28-20)

#### § 152.13 FORTY YEAR SAFETY INSPECTIONS.

Owners of buildings or structures shall conduct a 40 year structural and electrical safety inspection in accordance to the guidelines and exceptions of the Florida Building Code, Broward County Administrative Provisions, § 110.15 at a fee of \$350 per building or structure, due at time of submittal.

(Ord. 2013-72, passed 7-23-13)

§ 152.14 (RESERVED).

§ 152.15 (RESERVED).

§ 152.16 RECORDS REQUESTS; DOCUMENT REPRODUCTION FEES.

The fees for document reproduction shall be as set forth in § [34.004](#) of the code of ordinances unless otherwise set forth herein.

| Reproduction of Documents                           | Cost plus Staff Hourly Rate               |
|-----------------------------------------------------|-------------------------------------------|
| Microfilm and alchemy                               |                                           |
| Basic fee                                           | \$5                                       |
| Additional fee per copy                             | \$5                                       |
| CD-ROMs                                             | \$50 per disk                             |
| Sheets up to 8½"x14"                                | \$0.15 per sheet plus \$0.05 double sided |
| Sheets over 8½"x14" and up to and including 11"x17" | \$0.30 per sheet plus \$0.10 double sided |
| Sheets over 11"x17"                                 | \$6 per sheet                             |

(Ord. 87-52, passed 6-16-87; Am. Ord. 91-75, passed 7-30-91; Am. Ord. 2004-71, passed 9-28-04; Am. Ord. 2013-72, passed 7-23-13)

§ 152.17 SPECIALTY AND MAINTENANCE INSPECTION FEES; UNSAFE STRUCTURES ENFORCEMENT.

(A) Minimum fee for maintenance presale and specialty inspections shall be \$80.00 per hour for each electrical, plumbing, mechanical, and structural inspection which is conducted; \$60.00 per each additional hour or part thereof as required by the Florida Building Code.

(B) Enforcement fees: Inspections of vacant, boarded- up/secure structures and/or unsafe buildings or structures (as per Section 116 of the Florida Building Code, Broward County Administrative Provisions) shall be a minimum \$20.00 per quarter hour.

(Ord. 84-98, passed 9-25-84; Am. Ord. 87-52, passed 6-16-87; Am. Ord. 91-75, passed 7-30-91; Am. Ord. 93-58, passed 7-27-93; Am. Ord. 94-66, passed 9-27-94; Am. Ord. 97-26, passed 12-10-96; Am. Ord. 2002-20, passed 1-8-02; Am. Ord. 2013-72, passed 7-23-13)

## **Current Coconut Creek Fee Schedule (for reference)**

Sec. 13-83. - Application fees, miscellaneous service charges.

(1) Miscellaneous service charges:

a. Copying and reproduction charges as provided in section 2-468, "Copying and reproduction charges."

b. For any inspections requested to be performed before 7:00 a.m. and after 6:00 p.m. Monday through Thursday, or any hour during a holiday, a special overtime fee will be charged for each inspection and added to the permit fee. Inspection fees shall be prepaid.

Charge per hour or fraction thereof ....\$100.00

Minimum three hours .....300.00

c. Notary fee, per permit application .....2.00

d. Forty-year old building safety inspection report .....150.00

### **ALL PERMITS**

Plan review fees, and other service charges (nonrefundable) shall be as follows:

(1) Application fee: will be credited towards permit fee (non-refundable).

a. Residential: Single family or duplex, townhomes (per unit) .....200.00

b. New commercial: Up to 2,500 sq. ft. ....200.00

Each additional 1,000 sq. ft. or fraction thereof .....100.00

c. Commercial alterations, buildouts, renovations .....100.00

d. All other applications .....30.00

e. Maximum fee .....10,000.00

(2) Review fee schedule:

a. Plan re-review for corrections after the 2nd review, etc., per discipline: .....200.00

b. Pre-plan review by building official approval only .....500.00

Fee exemptions may be made by approval only in accordance with Section 13-83(4)j. Fee shall be paid prior to next submittal)

c. Fees for meetings with architects/engineers/or duly authorized agents and plan reviewers shall be charged at the rate of \$100.00 per hour or fraction thereof.

d. Early start administrative fee .....200.00

(3) Temporary certificate of occupancy .....500.00

a. Temporary certificate of occupancy - extension .....500.00

(4) Miscellaneous fees (all categories):

a. Special inspectors fee (board of rules and appeals) per \$1,000 of estimated construction cost for each required permit (permits where fees are waived, are not exempt from this fee .....0.60

b. Building Code Administrators and Inspectors Fund - surcharge to be assessed pursuant to § 125.56(4) or § 166.201 at the rate of 1.5 percent of all permit fees associated with enforcement of the Florida Building Code for Department of Community Affairs

The minimum fee collected on any permit will be .....2.00

c. Building Code Administrators and Inspectors Fund - surcharge to be assessed pursuant to § 125.56(4) or § 166.201 at the rate of 1.5 percent of all permit fees associated with enforcement of the Florida Building Code for Department of Business and Professional Regulation

The minimum fee collected on any permit will be .....2.00

d. Training and continuing education fees, \$0.02 per \$100.00 of total construction cost.

All fees paid shall be reserved for training and continuing education for employees in the development services department, which will include any materials, equipment, training, costs paid for recertification, including code books, manuals, conferences, seminars and all related expenses).

e. Mechanics lien law. A \$3.00 fee shall be charged for each permit issued in order to process a mechanic's lien law statement required by the F.S., Chapter 713. This applies to all permits when the estimated value exceeds \$2,500.00.

f. Reinspection fees:

1. 1st occurrence .....50.00

2. 2nd occurrence .....100.00

3. 3rd occurrence .....150.00

Reinspection fees shall be paid prior to further inspections being done.

g. Expired permits:

1. Per FBC 105.10.3.2 - "If the work covered by the permit has not commenced, or has been commenced and been suspended or abandoned, the Building Official may extend such permit for a single period of 180 days from the date of expiration of the initial permit, if request for extension is made prior to the expiration date of the initial permit." .....100.00\*

2. Per FBC 105.10.3.4 - "If work has commenced and the permit becomes null and void or expires because of lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work." Fees charged shall be one half of the original permit fee or minimum fee, whichever is greater. Minimum .....100.00\*

3. Per FBC 105.10.3.5 - "If a new building permit is not obtained within 180 days from the date the initial permit became null and void, the Building Official shall require that any work that has been commenced or completed be removed from the building site; or he/she may issue a new permit, on application, providing the work in place and the required work to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of a new permit."

Payment shall be 100 percent of the original permit fees.

4. FBC 105.3.5.1 - "Not more than 60 calendar days after the date of such notification, (as per FBC 105.3.5) where such additional information has not been submitted or the permit has not been purchased, the application and/or the permit shall become null and void"

\*Pursuant to Chapter 2009-96, Laws of Florida, a 24-month extension may be requested under this category for eligible projects.

h. Violation fees:

1. Failure by the licensed contractor of record to request final inspections when all work is completed will be subject to a fee of \$25.00. This fee must be paid prior to the issuance of future permits.

2. Any work which required a permit(s) and commences without such permit(s) may be subject to a double permit fee and/or \$150.00 whichever is greater.

3. Energizing a system or any portion thereof without the permission of the authority having jurisdiction shall be subject to a fine of five hundred dollars (\$500.00) and service disconnected (Florida Building Code Chapter 27).

i. Replacement of plans (required plan review fee):

1. Per hour or fraction thereof per trade .....75.00

j. Permit card replacement .....25.00

k. Change of plans (after permits are issued) per hour or fraction thereof per discipline .....75.00

1. If additional items are added (plus each item added) .....50.00

2. If proposed change represents a major alteration of floor plan and/or configuration of the structure, involving extensive reexamination or computation, the original permit shall be voided and a new permit applied for. One-half of the original permit fee may be applied to the new permit.

l. Change of contractor (includes notification of concerned parties) .....75.00

m. Truss drawings, shop drawings, product approvals, etc. - submitted after issuance of a building permit .....50.00

n. Contractor registration fee .....25.00

3. City of Coconut Creek building permit fees shall be waived for all work performed on city owned property. A permit must still be applied for by the contractor prior to any work being started. All other

permits and licenses required by federal, state and county shall be applied for and paid by the contractor as necessary. It shall be the responsibility of the contractor to pay all fees.

4. Permit fees for outdoor sales and activities are waived for those organizations approved by separate resolution by the Coconut Creek City Commission as may be amended from time to time.

p. Green permitting - When submitted as a separate permit, incorporating green building techniques, permit fees shall be based on the following discounted schedule:

1. Solar systems (fee includes all necessary applications) .....200.00

2. Photovoltaic (fee includes all necessary applications) .....200.00

Any technology that uses verifiable, sustainable practices, which shall be determined by the building official, will be eligible for a ten (10) percent discount of permit fees and an expedited plan review.

(Ord. No. 162-89, § 2, 10-26-89; Ord. No. 122-90, § 1, 9-27-90; Ord. No. 122-91, § 1, 5-9-91; Ord. No. 142-91, § 1, 10-10-91; Ord. No. 128-92, § 1, 10-8-92; Ord. No. 139-93, § 1, 11-9-93; Ord. No. 112-94, § 1, 3-24-94; Ord. No. 139-94, § 1, 9-22-94; Ord. No. 147-95, § 1, 10-12-95; Ord. No. 102-96, § 1, 1-25-96; Ord. No. 160-96, § 1, 9-26-96; Ord. No. 134-98, § 1, 11-12-98; Ord. No. 2001-042, § 4, 2-28-02; Ord. No. 2002-034, § 1, 11-14-02; Ord. No. 2003-014, § 2, 9-11-03; Ord. No. 2004-029, § 1, 8-26-04; Ord. No. 2006-042, § 1, 12-19-06; Ord. No. 2009-015, § 3, 9-10-09; Ord. No. 2010-029, § 2, 1-13-11; Ord. No. 2012-014, § 1, 7-26-12; Ord. No. 2012-027, § 1, 10-25-12; Ord. No. 2017-023, § 2, 7-27-17)

Sec. 13-84. - Nonrefundable building permit fees.

Fees for structural permits shall be as follows:

(1) Minimum fee for all permits, except as otherwise noted .....\$75.00

(2) Permits for new residential construction and additions shall be charged at the rate of 2.0 percent of the total construction cost.

(3) Permits for new commercial construction and additions shall be charged at the rate of 2.5 percent of the total construction cost.

(4) Permits for commercial renovations, alterations, build outs, repairs and tenant improvements shall be charged at the rate of 4.5 percent of the total cost of construction or a minimum fee of \$300.00, whichever is greater.

Note: The total cost of construction may be a figure provided by the permit holder, or an estimated figure using the latest edition of the Building Construction Cost Data, Division 17: Square Foot Cost (using median unit cost and City Cost Index), published by R. S. Means. A copy of the contract may be required by the building official at the time a building permit application is submitted to correspond with the valuation indicated on the application.

(5) Permits for residential renovations, alterations, remodels and repairs shall be charged at the rate of 4.0 percent of the total cost of construction or a minimum fee of \$300.00, whichever is greater.

(6) Truss drawings, shop drawings, product approvals, etc. submitted after issuance of building permit and prior to tiebeam or sheathing inspection .....50.00

(7) Unusual construction: structures, features or work of unusual size or nature, which shall be determined by the building official, shall have fees based on one-half of one (1) percent of the total construction cost. If these fees are insufficient to cover actual service costs the building official shall determine the permit fees based on rational prescriptive analysis.

(8) Concrete slabs, decks, sidewalks, patios, driveways and docks .....200.00

(9) Roofing:

1. Minimum first 3000 square feet .....225.00

2. Over 3000 sq. ft. plus .....0.20 per sq. ft.

3. A/C stands, per stand .....10.00

(10) Screen enclosures (with slab, minimum \$200.00): Charged at the rate of 2.5 percent of the total construction cost

(11) Awnings, shutters/panels, windows, door, per opening .....10.00

(12) Fences: per lineal foot .....0.75

(13) Walls: per lineal foot .....2.00

(14) Swimming pools/spas: includes structural, electrical and plumbing .....700.00

(15) Sheds and carports .....100.00

(16) Demolition .....100.00

(17) Sealcoating - shall be charged at the rate of 2.5 percent of the total cost of construction.

(18) Landscaping:

a. Minimum fee .....40.00

b. Plan review, minimum .....40.00

c. Each required tree (new or transplant) .....10.00

d. Required hedges, per 100 lineal feet or fraction thereof .....16.00

e. Required shrubs, each .....0.50

f. Required ground cover per 1,000 sq. ft. or fraction thereof up to 30,000 sq. ft .....10.00

Each 1,000 sq. ft. thereafter .....5.50

g. Tree preservation—Tree removal or relocation.

1. Minimum fee (includes plan review). No fee will be required for the removal of one (1) tree from an existing single family home .....40.00

2. Per tree to be relocated .....10.00

3. Per replacement tree (based on tree removal requirement).

3—5 .....12.00

6—10 .....10.00

Over 10 .....8.00

4. Per tree to be removed without replacement (exempt from tree preservation code) .....10.00

5. Per tree removed and not replaced. Per subsection 13-448(w)(4)g. Required per tree .....500.00

h. Change of landscape plans (after permit) .....50.00

i. Change of contractor .....25.00

j. Landscape, re-inspections .....40.00

(19) Mobile homes (includes structural, electrical, plumbing, mechanical): .....500.00

(20) Construction/sales trailers, includes structural, electrical, plumbing and mechanical .....400.00

(21) Special events .....200.00

(22) Signs:

a. Monument .....250.00

b. All other signs, per discipline .....100.00

(23) Fire repair .....100.00

(24) Kitchen upgrade .....300.00

(25) Bathroom upgrade .....300.00

(26) Residential paver patios, driveways, etc. ....30.00

(Ord. No. 162-89, § 2, 10-26-89; Ord. No. 122-90, § 1, 9-27-90; Ord. No. 142-91, § 1, 10-10-91; Ord. No. 128-92, § 1, 10-8-92; Ord. No. 139-93, § 1, 11-9-93; Ord. No. 139-94, § 1, 9-22-94; Ord. No. 147-95, § 1, 10-12-95; Ord. No. 160-96, § 1, 9-26-96; Ord. No. 134-98, § 1, 11-12-98; Ord. No. 2000-46, § 3, 12-28-00; Ord. No. 2001-042, § 4, 2-28-02; Ord. No. 2002-034, § 2, 11-14-02; Ord. No. 2003-014, § 3, 9-11-03; Ord. No. 2004-029, § 2, 8-26-04; Ord. No. 2006-015, § 1, 4-27-06; Ord. No. 2009-015, § 5, 9-10-09; Ord. No. 2010-029, § 3, 1-13-11; Ord. No. 2012-027, § 2, 10-25-12)

Sec. 13-85. - Electrical permits.

Fees for electrical permits, not covered under section 13-84, shall be as follows:

(1) Minimum fee for all permits, except as otherwise noted .....\$75.00

(2) Each low voltage system .....100.00

(3) Demolition .....100.00



(4) Fire alarm .....200.00

(5) Re-roof A/C disconnects, per disconnect .....20.00

(6) Site lighting/parking lot lighting, per pole .....50.00

(7) Premise permit - multifamily - yearly maintenance log and as-builts required .....500.00

(8) Service change/service repair/new service .....150.00

(9) 30-day temporary electric .....150.00

Renewal if CO is not issued within 30-days (1 time only) .....300.00

If CO is not issued within 30 days after renewal-power will be disconnected

(10) Fire repair .....100.00

(Ord. No. 162-89, § 2, 10-26-89; Ord. No. 122-90, § 1, 9-27-90; Ord. No. 142-91, § 1, 10-10-91; Ord. No. 128-92, § 1, 10-8-92; Ord. No. 139-93, § 1, 11-9-93; Ord. No. 139-94, § 1, 9-22-94; Ord. No. 147-95, § 1, 10-12-95; Ord. No. 160-96, § 1, 9-26-96; Ord. No. 134-98, § 1, 11-12-98; Ord. No. 2000-46, § 4, 12-28-00; Ord. No. 2002-034, § 3, 11-14-02; Ord. No. 2003-014, § 4, 9-11-03; Ord. No. 2004-029, § 3, 8-26-04; Ord. No. 2009-015, § 6, 9-10-09; Ord. No. 2010-029, § 4, 1-13-11)

Sec. 13-86. - Plumbing permits.

Fees for plumbing permits, not covered under section 13-84, shall be as follows:

(1) Minimum fee for all permits except as otherwise noted .....\$75.00

(2) Water heater replacement, each .....65.00

Note: tankless water heaters will require a separate electrical permit.

(3) Wells .....100.00

(4) Irrigation systems per head .....75

(5) LP tanks, shall be charged at the rate of 2.5 percent of the total construction cost.

(6) Demolition .....100.00

(7) Fire repair .....100.00

(8) Sub-meters, each .....10.00

(Ord. No. 162-89, § 2, 10-26-89; Ord. No. 122-90, § 1, 9-27-90; Ord. No. 142-91, § 1, 10-10-91; Ord. No. 128-92, § 1, 10-8-92; Ord. No. 139-93, § 1, 11-9-93; Ord. No. 139-94, § 1, 9-22-94; Ord. No. 147-95, § 1, 10-12-95; Ord. No. 160-96, § 1, 9-26-96; Ord. No. 134-98, § 1, 11-12-98; Ord. No. 2003-014, § 5, 9-11-03; Ord. No. 2004-029, § 4, 8-26-04; Ord. No. 2005-19, § 1, 6-9-05; Ord. No. 2009-015, § 7, 9-10-09; Ord. No. 2010-029, § 5, 1-13-11)

Sec. 13-87. - Mechanical permits.

Fees for mechanical permits, not covered under section 13-84, shall be as follows:

- (1) Minimum fee for all permits, except as otherwise noted .....\$75.00
- (2) Fire suppression system) 300.00
- (3) Re-roof-raise A/C units on to stands, per unit .....10.00
- (4) Replacement of mechanical equipment:
  - a. Residential .....115.00
  - b. Commercial .....200.00
- (5) Demolition .....100.00
- (6) Fire repair .....100.00
- (7) Commercial hood system .....300.00

## **Current Deerfield Beach Fee Schedule (for reference)**

### City of Deerfield Beach - Building Fee Schedule

Building Permit Fee Schedule For this section, the following determinations shall be in place:

Residential shall mean Single Family, Duplex and/or Townhouse building types Non-Residential shall mean Multi-Family, Commercial and/or Industrial building types

An application fee is due at the time of submittal, and will be the minimum fee prescribed herein. The application fee will be applied against the final permit cost. If the permit estimate is less than 15% of the permit fee, the applicant shall pay the estimate in full.

|                                                                         |                                    |
|-------------------------------------------------------------------------|------------------------------------|
| Permit Fees: Construction costs up to \$3,000 (Per structure per trade) | \$75.00                            |
| Construction costs greater than \$3,000 and up to \$2,000,000           | 2.5%                               |
| Construction costs greater than \$2,000,000 and up to \$5,000,000       | 2%                                 |
| Construction costs greater than \$5,000,000.00                          | 1.5%                               |
| Other Permit Fees: A/C Change Out Residential                           | \$75.00                            |
| Water Heater Change Out Residential                                     | \$75.00                            |
| Miscellaneous Fees: Certificate of Occupancy/Completion Fee Residential | \$75.00                            |
| Certificate of Occupancy/Completion Fee Non-Residential                 | \$125.00                           |
| Re-Inspection Fee                                                       | \$75.00                            |
| Change of Contractor Fee                                                | \$75.00                            |
| Permit Card Replacement                                                 | \$50.00                            |
| Revision after issuance                                                 | \$75.00 Minimum + \$75.00 per hour |
| Expired Permit Renewal Fee                                              | 50% of the original permit fee     |
| Overtime Inspections                                                    | 3 Hour Minimum/\$55.00 per Hour    |
| Overtime Plan Review                                                    | 3 Hour Minimum/\$65.00 per Hour    |

|                                    |                                                             |
|------------------------------------|-------------------------------------------------------------|
| Work Without a Permit              | FBC 109 BCAP Double the Permit Fee                          |
| 3rd and subsequent Plan Review Fee | \$75.00 minimum per discipline                              |
| Architectural Review               | \$140.00 minimum per trade for 1st hour<br>(Total \$560.00) |
|                                    | \$70.00 per hour per trade after 1st hour                   |

#### Required State and County Fees:

Broward County Board of Rules and Appeals Fee (BRA) – \$0.68 per each \$1,000.00 or any fraction of the Total Cost of Construction

Florida DBPR/Home Recovery Fund F.S.553 – Minimum \$2.00 per Permit, 1.5% of the Permit Fee

Building Code Administrators and Inspectors Fund F.S. 468 - Minimum \$2.00 per Permit, 1.0% of the Permit Fee

The Building Permit Fee shall be based upon the cost of construction as attested to by the applicant on the submitted permit application. The Building Official, in addition to verifying the completeness and accuracy of the application, shall review the application for the cost of construction. If the Building Official determines that the cost of construction attested to does not accurately reflect the cost of construction for the scope of work covered by the permit, he/ she can use any of the following to calculate the fee:

Copy of a signed contract for work to be completed under requested permit.

Apply the values in the most current edition of the RS Means Construction Valuation system. The greatest of the methods of the applicant's statement of value, or (1.) or (2.) above shall be used in calculating the permit fee.

Reference: The initial permit fee shall be based on the total cost of construction. All additional sub permit fees shall be based on the job value for the work covered by that particular permit.



## TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

Phone: (954) 427-4011  
[www.townofhillsborobeach.com](http://www.townofhillsborobeach.com)

### Agenda Item Cover Memo

**Agenda Item:** Resolution No. 2020-51 Consideration to Approve and Authorize the Appropriate Town Officials to Execute a Professional Services Agreement to Paint Town Hall and Police Buildings In Response to RFP No. 2020-001.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE TOWN MANAGER AND DETERMINING THAT \_\_\_\_\_ IS THE MOST RESPONSIVE AND MOST RESPONSIBLE PROPOSER FOR PROFESSIONAL SERVICES TO PAINT TOWN HALL AND POLICE BUILDINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

**Agenda Date:** September 1, 2020

### 1. BACKGROUND/HISTORY

The Commission requested for Town Hall to be painted and has worked with a designer to develop the color palette and scope of work (SOW), namely the removal of the river rock, removal of the stone on the columns, replacement of the shutters, and painting using BM Decorator's White. This scope of work was compiled into RFP 2020-001 and resulted in the following proposals:

|                      |          |
|----------------------|----------|
| Gemstone             | \$54,290 |
| Hartzell             | \$62,696 |
| Quick Painting Group | \$73,000 |

### 2. CURRENT ACTIVITY

### 2. FINANCIAL IMPACT

The cost for the project is expected to be \$37,422.

### 3. RECOMMENDATION

It is recommended that the Commission accept the recommended ranking of the proposals in the order



## TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

Phone: (954) 427-4011  
[www.townofhillsborobeach.com](http://www.townofhillsborobeach.com)

presented below. If the lowest responsive, reasonable vendor is unable to perform, the second vendor can be selected.

1. Gemstone \$37,422
2. Quick Painting \$43,000

- ATTACHMENTS:**
1. Agenda Cover Memo - Paint Town Hall
  2. 51 - Bid Execute Pro Svc Agreement to Paint Town Hall- Police Buildings
  3. Listing of Proposal Bids - RFP 2020-001 Painting of Town Hall and Police Buildings
  4. Painting Town Hall Gemstone
  5. paint town hall hartzell



1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

## TOWN OF HILLSBORO BEACH

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

### Agenda Item Cover Memo

**Agenda Item:** Contract Award: RFP 2020-001 and Revised Proposals  
Painting of Town Hall and the Police Department Exterior

**Submitting Dept:** Town Manager

**Agenda Date:** September 1, 2020

#### 1. BACKGROUND / HISTORY

The Commission requested for Town Hall to be painted and has worked with a designer to develop the color palette and scope of work (SOW), namely the removal of the river rock, removal of the stone on the columns, replacement of the shutters, and painting using BM Decorator's White. This scope of work was compiled into RFP 2020-001 and resulted in the following proposals:

|                      |          |
|----------------------|----------|
| Gemstone             | \$54,290 |
| Hartzell             | \$62,696 |
| Quick Painting Group | \$73,000 |

#### 2. CURRENT ACTIVITY

This information was presented to the Commission and the Town Manager was instructed to have the vendors revise their SOW removing replacing the shutters with painting the existing shutters. The vendors responded with the following amended proposals:

|                |          |
|----------------|----------|
| Gemstone       | \$37,422 |
| Hartzell       | \$52,696 |
| Quick Painting | \$43,000 |

#### 3. FINANCIAL IMPACT

The cost for the project is expected to be \$37,422.

#### 4. RECOMMENDATION

It is recommended that the Commission accept the recommended ranking of the proposals in the order presented below. If the lowest responsive, reasonable vendor is unable to perform, the second vendor can be selected.

1. Gemstone \$37,422
2. Quick Painting \$43,000

**RESOLUTION NO. 2020-51**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE TOWN MANAGER AND DETERMINING THAT \_\_\_\_\_ IS THE MOST RESPONSIVE AND MOST RESPONSIBLE PROPOSER FOR PROFESSIONAL SERVICES TO PAINT TOWN HALL AND POLICE BUILDINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town has sought competitive proposals for professional services to paint the Town Hall and Police Buildings;

WHEREAS, the Town Manager evaluated the proposals and has made a recommendation to the Town Commission;

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

**SECTION 1.** The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Town Commission.

**SECTION 2.** The Town Commission of the Town of Hillsboro Beach, Florida hereby accepts the recommendation of the Town Manager and determines \_\_\_\_\_ is the most responsible and most responsive proposer for professional services to paint the Town Hall and Police Buildings.

**SECTION 3.** The Town Commission of the Town of Hillsboro Beach, Florida hereby approves and authorizes the Town to enter into a Professional Service Agreement to paint the Town Hall and Police Buildings. A copy of the Professional Service Agreement is attached as Exhibit "A".

**SECTION 4.** The Town Commission of the Town of Hillsboro Beach, Florida hereby reserves the right to activate the secondary vendor \_\_\_\_\_, in the event the primary vendor, \_\_\_\_\_, is unable to perform as required by the Agreement.

**SECTION 5.** The appropriate Town officials are authorized and directed to execute the necessary documents to comply with this Resolution.



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           **ADOPTED** by the Town Commission of the Town of Hillsboro Beach, Florida  
13 this \_\_\_\_ day of \_\_\_\_\_ 2020.

14

15

16

TOWN OF HILLSBORO BEACH, FLORIDA

17

18

19

20

\_\_\_\_\_  
Mayor Deborah L. Tarrant

21

22

23

24

25

26

27

28

29

ATTEST:

\_\_\_\_\_  
Sherry D. Henderson, CMC, Town Clerk



# 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    | REVISED QUOTE |
|-----|--------------------------------|----------------------------------|----------------------------|-----------|----------|-------------|---------------|
| 1   | Gemstone Building LLC          | 4907 N University Dr.            | Lauderhill, FL 33351       | 6/30/2020 | 9:32 AM  | \$54,290.00 | \$37,422.00   |
| 2   | Hartzell                       | 2301 NW 33rd Court,<br>Suite 112 | Pompano Beach, FL<br>33062 | 6/30/2020 | 11:11 AM | \$62,696.00 | \$52,696.00   |
| 3   | Quick Painting Group,<br>Corp. | 5401 S Kirkman Rd,<br>Ste 346    | Orlando, FL 32819          | 6/30/2020 | 12:52 PM | \$73,000.00 | \$43,000.00   |
|     |                                |                                  |                            |           |          |             |               |
|     |                                |                                  |                            |           |          |             |               |

Certified by the Town Clerk, Sherry D. Henderson, CMC

total of (3) three sealed bids received for RFP No. 2020-001





**Building the Future. Restoring the Past.**

4907 North University Dr., Suite 205, Lauderhill, FL 33351 | (954) 682-2121 | [info@gemstonepaintandwaterproofing.com](mailto:info@gemstonepaintandwaterproofing.com)

PROPOSAL ASSEMBLED FOR:

## **Town of Hillsboro Beach**

1210 Hillsboro Mile

Hillsboro Beach, FL 33062

OUTLINING THE SCOPE OF WORK FOR THE PROJECT:

**Painting of Town Hall and Police Buildings**

**August 7, 2020**



Thank you for considering **Gemstone Builders** ! We are a full service property improvement company servicing Commercial, HomeOwners and Condominium Associations throughout Florida. With a relentless commitment to **quality work** at an **affordable price**, Gemstone is the right choice for your community.

### Our 3 Keys to Success

We've learned that true customer satisfaction requires more than a great product. It demands that we provide an experience that meets the unique needs of our clients. Each client and every project receives a customized plan to get the job done! Moreover, all clients receive three important benefits in every job we do –

**SAFETY** – Our steadfast commitment to safety is unsurpassed in our industry. With third-party oversight and weekly meetings as part of our quality assurance program, we communicate and enforce safe practices in everything we do. We employ an audited Safety P&P Manual to ensure compliance.

**RELIABILITY** - Meeting our high standards is essential to us. More important is meeting our customer's requirements. We have never had a claim for liquidated damages in over 30 years of business on thousands of jobs.

**CUSTOMER SATISFACTION** – Our founders have shown their respective client's commitment, consistency and the ability to get the job done! Our referrals speak volume on our ability to produce quality, time and again.

Our team of private contractors and employees contribute complementary capabilities and extensive experience within the construction field, established safety records, and documented quality workmanship.



**Gemstone**  
Building the Future. Restoring the Past.

## Philosophy

Relationship Focused Culture- The company culture at Gemstone Paint and Waterproofing focuses on building successful, long lasting relationships with our clients. At Gemstone, we form these relationships by exceeding our clients' expectations by providing:

Partnering  
Open Communication  
Quality  
Competitive Pricing  
Honesty and Integrity  
A Strong Focus on Safety  
Professionalism  
Experience and Efficiency  
Immediate Response  
Customer Service  
Environmental Responsibility

We have proven that our relationship focused culture will produce higher quality, lower cost, and a faster schedule on our clients' projects- providing value to all parties involved.

## Mission Statement

"Provide value-enriched design, project management and construction services to our clients, thereby creating successful partnerships and lasting relationships. We shall exceed expectations of our clients by providing our services with exceptional performance, professionalism, quality, integrity and a strong focus on safety."

**Call us for a NO-obligation consultation, inspection and analysis of your community.**

Respectfully,

*Moti Bilal*

Moti Bilal,  
PRESIDENT



We hereby propose to perform the labor necessary for the completion of:

SCOPE OF WORK

The project is located at **1210 Hillsboro Mile, Hillsboro Beach, FL 33062**. The project consists of Exterior Painting. Gemstone was provided a scope of work that would be required via email. The included description of the tasks to be performed. Gemstone will provide material, labor, and tools required for the scope of work and price is based on visual inspection only.

**Scope of work summarized as follows:** 2 Buildings (Townhall & Police Building)

- Removal:
  - Rock façade on the columns
  - Riverrock façade flower boxes and porte cochère
  - Downspouts and Gutters
- Installation
  - Downspouts and Gutters
- Pressure clean all surfaces to be coated
- Either use a detergent and/or bleach solution or similar as needed
- Dig 1" away from building and 1" down to ensure no visible borders
- Repair any cracks less than 1/8" thick
- Seal and caulk as necessary around windows and doors
- Tape all edges
- All exterior surfaces to be primed
- Seal all exterior surfaces to be coated
- Areas to be coated
  - a. Building Exterior
    - i. Vertical Stucco
    - ii. Trim
    - iii. Doors
    - iv. Column (Riverrock removal)
    - v. Bahama Shutters
    - vi. Downspouts, Gutters, and Conduits
  - b. Color is the responsibility of The Owner/Representative
- Remove/Clean job site area



**Exclusions:**

- Repair of electrical / light fixtures / signage
- Permit cost, dewatering permit, engineering, density test and expediting.
- Vehicular traffic systems
- All offsite trash removal
- All permit and municipal fees
- Doors & Frames
- Police Department Storage
- Awnings
- Mailboxes
- Light Fixtures
- Window Frames
- Walkways
- Decorative perimeter lighting
- Hurricane protection
- Pressure wash roofs
- Enclosed patio walls & ceilings
- Any area not specifically specified or included in the Contractor's Scope of Work

**Assumptions:**

- 7 YEAR WARRANTY PAINT
- Financing available upon financial review.
- Gemstone Builders includes mobilization fee in total price.
- Water and Electricity provided by Owner/Representative
- Gemstone Builders includes 4 months of mobilization fee in total price. Thereafter, mobilization will be charged \$5000.00 monthly for any additional months.
- We will be allowed a minimum of 8-hour work days.
- Parking for personnel will be provided at no charge to Gemstone
- Any stucco repair will be charged per square foot basis.



## SPECIFICATIONS

### PRESSURE CLEANING

All masonry and stucco surfaces shall be pressure cleaned by GEMSTONE and free of any surface contamination and any moisture prior to application of any coatings. GEMSTONE will ensure a clean surface using a chemical cleaning agent and pressure washer at greater than or equal to 3500 PSI, therefore removing peeling/flaking paint, chalk residue, salt, alongside other particles of nature.

### PREPARATION & REPAIRS

GEMSTONE shall inspect all perimeter joints. Deteriorating caulking shall be removed as well as dirt and/or foreign matter, then properly replaced with caulking. GEMSTONE shall seal all perimeter joints around windows and doors, top and sides of decorative attachments (excluding the bottom/underside), expansion joints, joints where dissimilar materials meet, and/or other areas where water intrusion may result. Gemstone shall cautiously smooth out all patchwork performed on the property. Repairs to cracks shall be filled with brush grade sealants.

**Caulking:** Sherwin-Williams ProSelect 1100 Acrylic Caulking

**Patching:** Sherwin-Williams Kover Krack Elastomeric Patch, Smooth or Textured

### MASONRY & STUCCO SUBSTRATES

GEMSTONE shall inspect all stucco surfaces. All spalling, loose and broken stucco, concrete/masonry shall be removed upon agreement with owner and adjacent areas of suspect areas "sounded" for deteriorated stucco. If rebar is exposed, continue to adequately expose several inches of clean, sound steel. All exposed steel surfaces shall be free of all surface rust, then primed/coated with rust inhibited primer or rebar coating. Gemstone will repair the area as required using Elastomeric Patch. After proper surface repair, Gemstone will prime and paint the area. **All surfaces shall receive**

**Spot Prime-New/Hot Stucco:** Sherwin-Williams Concrete & Masonry Primer/Sealer

**Prime-Previously Painted:** Sherwin-Williams Loxon Conditioner

**Finish:** Sherwin-Williams SuperPaint Acrylic Exterior Latex

### METAL RAILINGS, DOORS AND FENCES

GEMSTONE shall ensure any existing rust is prepared prior to priming and spot prime all metals before top coating as needed. **All surfaces shall receive**

**Spot Prime:** Sherwin-Williams Pro-Cryl Universal Metal Primer (B66 Series)

**Finish:** Sherwin-Williams Pro Industrial Acrylic Coating

### WOODEN SUBSTRATES

GEMSTONE shall inspect all wood prior to priming and spot prime all wood before top coating as needed.

**Prime Coat:** Sherwin-Williams Exterior Latex Wood Primer

**Finish Coat:** Sherwin-Williams SuperPaint Acrylic Exterior Latex

### ALUMINUM SOFFITS, DOWNSPOUTS, & GUTTERS SUBSTRATES

GEMSTONE shall ensure any existing rust is prepared prior to priming and spot prime all metals before top coating as needed.

**Prime Coat:** Sherwin-Williams Primer Latex Metal Primer

**Finish Coat:** Sherwin-Williams Pro Industrial Waterbased Urethane





**Payment Terms:**

All material is guaranteed to be as specified, and the above work to be performed in a workmanlike manner for the sum of: **\$ 37,422.00**

Payments to be as follows:

|                             |                    |
|-----------------------------|--------------------|
| <b>30 % DEPOSIT</b>         | <b>\$11,226.60</b> |
| <b>30 % HALFWAY</b>         | <b>\$11,226.60</b> |
| <b>40 % UPON COMPLETION</b> | <b>\$14,968.80</b> |

**Notice:** Unless otherwise agreed to in writing prior to start up of work:. In the event the owner breaches the provisions of this agreement before the contractor begins work, and in light of the fact the damages which the contractor may incur as a result thereof may be very difficult or impossible to determine, the owner agrees to be liable for either the deposit amount that was given as liquidated damages as a result, or, the amount of the actual damages sustained by the contractor, whichever is greater. Payments received later than 72 hours from completion or stopped work date to be charged a \$100.00 late fee, and added to balance due. All balances due, after thirty (30) days to be levied a service charge of 1.5% per week and added to balance total. Please pay promptly. We adhere to Florida lien law statutes and procedures. The undersigned will be responsible for the costs of collection of any unpaid balance, including a reasonable attorney's fee. All work is to be completed in workmanlike manner pursuant to standard industry practices. Any alteration or deviation from above specifications involving extra cost(s) will be executed only upon written orders, and will become an extra charge over and above the estimate/proposal/contract. All agreements are contingent upon strikes, accidents, war, and/or acts of God and are delays beyond our control. Said proposal is subject to acceptance within 30 (thirty) days and is void thereafter at the option of Gemstone Builders, please be advised that in the event that Gemstone Builders needs to obtain a Lien on the above-said property, the undersigned homeowner/agent shall be responsible for any and all cost(s) incurred by Gemstone Builders, Including, but not limited to, reasonable attorney's fees and/or costs.



### **Terms and Conditions:**

All work shall be completed in a work-man like manner and in compliance with all codes or other applicable laws. Gemstone Paint and Waterproofing will be allowed a minimum of 8-hour work days. Parking for personnel will be provided at no charge to Gemstone Paint and Waterproofing. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work. Work to be performed during regular working hours without interference with the owner's activities.

Contractor at its discretion may engage subcontractors to perform work hereunder, provided the contract shall fully pay subcontractors and in all instances, remain fully responsible for proper completion of this contract. All change orders will be in writing and signed by both Owner and Contractor, and shall be incorporated in, and become part of the contract.

Contractor warrants it is accurately insured for injury to its employees and others incurring loss or injury as a result of Contractor, its employees or subcontractors. Safety of persons & property shall be of the utmost concern, and very precaution shall be taken to ensure such safety, including the erecting of appropriate barriers to isolate the construction site from persons, animals, automobiles, etc. The Contractor shall be responsible for job safety administration, (including tools, equipment, work methods, etc.) and must be in compliance with applicable OSHA safety regulations.

Contractor shall at its own expense obtain all required permits necessary for the work to be performed unless specified otherwise in contract. Contractor shall at its own expense obtain all required permits necessary for the work to be performed unless specified otherwise in contract.

Contractor agrees to remove all debris and leave the premises in broom clean condition. Debris resulting from contractor or subcontractors work shall be placed in a designated location on site, containers to be provided by contractor and which will be removed by Contractor in a timely manner.

In the event Owner shall fail to pay any periodic or installment payment due hereunder, the Contractor may cease work without penalty or breach of contract pending payment or resolution of any dispute. Contractor shall not be liable for any delays due to circumstances beyond reasonable control including but not limited to: strikes, weather delays, casualty acts of God or nature, Fire nor arson, or general unavailability of materials.

Additional Terms and Conditions to be included with the original Contract when applicable.

### **GENERAL NOTES RELATED TO CONSTRUCTION WORK AS APPLICABLE TO THE DETAILED SCOPE:**

**CUSTOMER (OR OWNER):** will be responsible to: safely store valuables and breakables, and provide timely access to all work areas. Customer will inform the contractor of any pre-existing deficient conditions. Customers shall provide insurance to cover the customer's property, including any work covered under this contract.

**GEMSTONE BUILDERS LLC** will furnish all labor, tools, equipment, and supervision necessary for the job as detailed in the above scope. Insurance will be provided at minimum per the requirements of the State of Florida.

**CHANGES IN THE WORK:** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor the actual cost plus reasonable overhead and profit (15%).



**DELAYS:** GEMSTONE BUILDERS LLC is not responsible for delays for any of the following reasons: failure of the issuance of any necessary building permits within a reasonable length of time, acts of neglect or omission by **CUSTOMER**, failure of **CUSTOMER** to provide access to the jobsite or appropriate engineering/architectural or other supervision if required for the job, acts of God, stormy or inclement weather, extra work ordered by **CUSTOMER**, or any other causes beyond the control of **GEMSTONE BUILDERS LLC**. If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, and Contract Time shall be subject to equitable adjustment.

**CHANGED CONDITIONS:** If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

**PAYMENT:** Payments are due within 30 days of the invoice date unless specified in the Scope of Work. If payments are not made when due according to this Proposal/Contract, all Guarantees and Warranties, express and implied shall be null and void. **GEMSTONE BUILDERS LLC** shall have the right to stop work if any payment shall not be made when due on the dates as set forth in this Proposal/Contract. **CUSTOMER** shall be responsible shall be responsible for all costs incurred by **GEMSTONE BUILDERS LLC** including lien costs, costs of collection and attorneys' fees to collect payment as due under this Proposal/Contract.

**Price:** Price may changed due to increased of material(s)

This Proposal/Contract is to be construed according to the laws of the State of Florida. This Proposal/Contract may be withdrawn by **GEMSTONE BUILDERS LLC** if not accepted by **CUSTOMER** within 30 days from the date of this Proposal/Contract date.

**TERMINATION:** should there be a work stoppage due to the actions or inactions of the **CUSTOMER**, and should such stoppage continue for seven (7) days consecutively, then **GEMSTONE BUILDERS LLC** shall have the right to terminate this Proposal/Contract. **CUSTOMER** understands that delays of such time periods will cause hardship to **GEMSTONE BUILDERS LLC** and loss and damages. Should **GEMSTONE BUILDERS LLC** exercise its right to terminate, then it shall be entitled to retain all monies paid to it up to the point of termination and if there is additional monies due for work done or materials provided, then **CUSTOMER** agrees to pay said sums immediately within five (5) days of the date that demand is made for them. It is agreed by the parties that said work stoppage caused by **CUSTOMER** shall be considered a breach by **CUSTOMER** entitling **GEMSTONE BUILDERS LLC** to all remedies as provided by the State of Florida for breach of contract.

**NOTICES:** all notices required by this Proposal/Contract shall be deemed delivered on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed in this Proposal/Contract.

If any provision of this Proposal/Contract shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable and this Proposal/Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this document and the remaining provisions shall remain in full force and effect.

This Proposal/Contract is the final, complete and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, proposals, negotiations, communications, whether oral or written between the Parties. No modification of this Proposal/Contract shall be effective unless in writing and signed by the Parties.

**CLEAN UP:** Gemstone Builders LLC will clean up waste materials and tools provided to the project site

**LEGAL FEES:** Any attorney, court cost or legal fees arise will be paid by the Owner/Association.



**INSURANCE:** Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agent and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

**INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to our destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party or indemnified hereunder.

**LIAISON/COMMUNICATION:** The Association Client will designate one ( and no more than two) representatives from the board and/or management as a liaison or contact person(s). Gemstone will transact all business relating to the job with the designated contact person(s) and will not permit unauthorized interference from residents of the Association Client's property or from Gemstone employees.

**ACCESS:** The Association Client agrees to, and will be responsible for, the trimming and/or removal of all foliage clinging to or otherwise obstructing the building, and permit unobstructed access to the areas to be painted. Upon mobilization or during the course of painting, should Gemstone require the removal of any Association Client or resident/unit owner property to proceed, Gemstone will notify the designated contact person for instruction as Gemstone will not move anything without approval. Any item approved to be moved by Gemstone will be returned.

**STAGING AREA:** Gemstone is to submit requirements for a staging area for equipment and material prior to mobilization. The Association Client will make every effort to provide a suitable area. At the end of each working day, all equipment, ladders, paint, supplies, vehicles, etc. will be returned to the staging area and the working area left clean. Protection of this area is the sole responsibility of Gemstone and shall be left in a clean, safe and in an acceptable manner.



**AUTHORIZATION TO EXECUTE CONTRACT**

The person(s) executing this contract on behalf of the Owner expressly warrant(s) that he/she/they possess the necessary authority to bind the Owner to all terms of the contract herein.

**Referenced Project: Hillsboro Townhall & Police Station**

1210 Hillsboro Mile  
Hillsboro, FL 33062

**Price \$ 37,422.00**

**Referenced Proposal date:** August 7<sup>th</sup>, 2020

This Agreement entered into on the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_

Owner (signature), authorized agent Mordechai Bilia, President

for \_\_\_\_\_

Gemstone Paint and Waterproofing

\_\_\_\_\_

\_\_\_\_\_

Printed Name, Title

*Quality*



*Integrity*



**PAINTING CONTRACTORS**

June 26,2020

**TYPE OF WORK,**

Specifically prepared for: Town of Hillsboro Beach  
RFP #2020-001

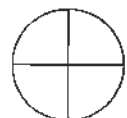
From : Mike Goodwin  
Roof Painting By Hartzell

- 1- Pressure clean with non- chemical cleaners
- 2- Spot prime all Stucco Patches
- 3- Remove stone Façade from Columns and Planters
- 4- Apply full primer coat (Hot Stucco primer tinted to Match existing colors)
- 5- Apply two coats Benjamin Moore
- 6- Re-caulk Parapets roof flashing
- 7- Re-caulk doors and windows
- 8- Roll-Up Garage doors are not included- additional Cost \$500.00 per door
- 9- If Required Painting Permit cost not included
- 10- Repaint Shutters
- 11- Remove and replace gutters as needed

Total project cost \$ 52,696.00

Accept \_\_\_\_\_

PHONE: 954-957-9761 ■ FAX: 954-957-9766 ■ TOLL FREE: 800-841-4859  
2301 N.W. 33<sup>rd</sup> Court, Suite 112 ■ Pompano Beach, FL. 33069



## TYPE OF WORK

Page 2 of 3

### Conditions

General Hartzell will supply all materials, tools, and equipment necessary for cleaning, preparation, sealing and painting of all surfaces specified. Hartzell will use the utmost care in the protection of both unit owner and Association Client property including all balconies, screens, windows, walkways, shrubbery, parked vehicles, and any other property in the area; from paint and/or any other damage that might be caused during mobilization. Hartzell will be responsible for the rectification of any such damage and for the cleanup involved in the work outlined in this specification. Hartzell will provide for its staff all restroom facilities as not to inconvenience the homeowners

**Labor.** Hartzell will have a qualified foreman on the job at all times to ensure quality of work. This foreman will supervise the work force and the ratification of any damage (if any). All work is to be done in a professional workmanlike manner by skilled mechanics. Service will be delivered in such a way to minimize the inconvenience to the residents and/or unit owners. It is understood by both parties of this agreement that Hartzell, its agents, etc. are not employees of the Association Client. Hartzell complies with OSHA and the Construction Safety Act and is a drug-free work place.

**Insurance & Licensing.** Upon request, Hartzell will furnish suitable insurance certificates covering liability and property damage naming the Association Client additionally insured. Proof of Workman's Compensation coverage will be available. Policies shall be kept in force during the course of the service period. Hartzell shall further provide valid and required licenses necessary to operate in the appropriate county of work being performed.

This proposal is subject to acceptance within thirty (30) days and is void thereafter at the option of Hartzell.

### **Terms:**

The term "Final Completion" as used in this Agreement shall mean where the Association Client is satisfied that the work has been completed, any applicable municipality has given its final approval, and Hartzell's other obligations have been fulfilled.

All payments for goods and services rendered are due upon receipt of invoice(s). Any invoice not paid within thirty (30) days shall be subject to interest at 1.25% per month. Delinquent accounts, those not paid in forty-five (45) days, that are sent to legal collections will require the Association Client to pay legal, attorney and paralegal fees in addition to amount due and interest. In addition, legal disputes under this contract of work will be filed with the Broward



**TYPE OF WORK**

**Page 3 of 3**

County Court System. Prevailing party of any litigation will be eligible to recoup court costs, mediation fees, legal & paralegal fees and any other fees related to the claim.

Terms for this project are as follows:

Balance at finish

Agreed upon this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

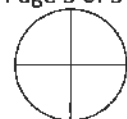
**Town of Hillsboro Beach**

**Roof Painting by Hartzell,**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Mike Goodwin  
954-658-0515

\_\_\_\_\_  
(Title)







## TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

Phone: (954) 427-4011  
[www.townofhillsborobeach.com](http://www.townofhillsborobeach.com)

### Agenda Item Cover Memo

**Agenda Item:** Resolution No. 2020- 52 Consideration to Approve and Authorize the Proper Town Officials to Execute Renewal Letter with Limousines of South Florida, Inc. for FY2020-2021 Community Shuttle Services.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING THE RENEWAL OF THE AGREEMENT FOR COMMUNITY SHUTTLE SERVICES BETWEEN THE TOWN OF HILLSBORO BEACH AND LIMOUSINES OF SOUTH FLORIDA, INC. FOR FY2020-2021; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

**Agenda Date:** September 1, 2020

### 1. BACKGROUND/HISTORY

### 2. CURRENT ACTIVITY

### 2. FINANCIAL IMPACT

### 3. RECOMMENDATION

**ATTACHMENTS:**

1. RES. 2020- 52 Limousines of South Florida FY2020 2021 Renewal
2. LSF Letter of Renewal (FY2020-2021)
3. Limousines of South Florida (Fully Executed Contract Agreement)

RESOLUTION NO. 2020-52

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING THE RENEWAL OF THE AGREEMENT FOR COMMUNITY SHUTTLE SERVICES BETWEEN THE TOWN OF HILLSBORO BEACH AND LIMOUSINES OF SOUTH FLORIDA, INC. FOR FY2020-2021; 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 the renewal of the Agreement for Community Shuttle Services between the Town of Hillsboro Beach and Limousines of South Florida, Inc. for FY2020-2021.

**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 renewal of Agreement for Community Shuttle Services between the Town of Hillsboro Beach and Limousines of South Florida, Inc. for FY2020-2021. The term of the renewal shall be for a one (1) year period and shall commence on October 1, 2020. A copy of the Renewal Letter 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.

3

4

**TOWN OF HILLSBORO BEACH, FLORIDA**

5

6

7

8

\_\_\_\_\_  
Deborah L. Tarrant, Mayor

9

10   **ATTEST:**

11

12

13   \_\_\_\_\_  
Sherry D. Henderson, CMC Town Clerk



## OFFICE OF THE TOWN MANAGER

Town of Hillsboro Beach, Florida  
1210 Hillsboro Mile • Hillsboro Beach, FL 33062  
Phone 954-427-4011 • [www.MSerda@TownofHillsboroBeach.com](mailto:www.MSerda@TownofHillsboroBeach.com)

August 25, 2020

Limousines of South Florida, Inc.  
Attn: Mark Levitt, VP  
2000 North State Road 7  
Fort Lauderdale, FL 33316

SUBJECT: Renewal of Term Contract for Community Shuttle Services | FY 2020-2021

Dear Mark Levitt:

In accordance with the terms and conditions of the subject Contract, the Contract may, by mutual consent of the parties, be renewed for up to three (3) additional one (1) year periods upon written approval from both the Town and LSF. The Town would like to exercise the right to renew this Contract for one (1) additional year effective October 1, 2020, at the existing pricing, terms and conditions.

Please indicate your approval of this offer by having an officer of your firm execute the acceptance portion below and return this letter by email to Mac Serda at [mserda@townofhillsborobeach.com](mailto:mserda@townofhillsborobeach.com) by September 15, 2020.

Upon execution below by your firm's authorized representative, this Amendment will be your official notice that the Contract has been extended for one (1) year and no additional documentation will be required. Please be sure any required Insurance Certificates are up to date and attached to your response.

Thank you for your immediate attention to this matter.

Thank you,

Mac Serda, ICMA-CM  
Town Manager  
ofc: 954-427-4011

### ACCEPTANCE:

By: \_\_\_\_\_  
Limousines of South Florida, Inc.  
Official Signature

\_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Date

## **AGREEMENT**

**Between**

**TOWN OF HILLSBORO BEACH**

**And**

**LIMOUSINES OF SOUTH FLORIDA, INC.**

**THIS IS AN AGREEMENT**, made and entered into by and between THE TOWN OF HILLSBORO BEACH, a political subdivision of the State of Florida, hereinafter referred to as

"TOWN".

AND

**Limousines of South Florida, Inc.**, a Florida corporation, hereinafter referred to as

"VENDOR".

WHEREAS, public transportation services provided by Broward County need to be supplemented to serve a greater number of people in TOWN; and

WHEREAS, public transportation resources are limited and must be used in the most efficient manner to maintain citizen support; and

WHEREAS, TOWN has entered into an Interlocal Agreement with Broward County for public transportation services ("County Agreement"); and

WHEREAS, it is desirable to provide an alternative form of public transit service to the residents of the TOWN;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, TOWN and VENDOR agree as follows:

### **ARTICLE 1**

#### **DEFINITIONS AND IDENTIFICATIONS**

1.1. Agreement - Means this document, Articles 1 through 7, inclusive, bid documents, specifications, addenda, and other documents related to the performance of the Scope of Services. Other terms and conditions may be included in the exhibits and documents that are expressly incorporated by reference.

1.2. Commission - the Hillsboro Beach Town Commission.

1.3. Project - The Project consists of the services described in Article 2.

## **ARTICLE 2**

### **SCOPE OF SERVICES**

2.1 VENDOR shall provide public transportation services within TOWN at the locations and according to schedules as contained in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference. VENDOR shall provide such services at this at the rate of \$53.00 per hour for hours during which transportation services are available to the public.

2.1.1 Service shall be provided three (3) days a week, Monday, Wednesday and Friday. The service shall start at 9:00 a.m. and run until 5:50 p.m., eight (8.83) revenue hours per day in accordance with the County Agreement.

2.1.2 For any week in which a legal holiday occurs on a Monday or Wednesday, the normal day of operation will shift to the following day. For any week in which a legal holiday occurs on a Friday, the normal day of operation will shift to the preceding day. TOWN service shall connect with regular County bus routes, as set forth in Exhibit "A".

2.1.3 It shall be the responsibility of TOWN to obtain any necessary permission to access or encroach upon any private property for uses as an origin and/or destination associated with the Agreement.

2.1.4 Vehicle(s) shall be operated only by properly licensed operators ("vehicle chauffeurs") employed by VENDOR. These employees shall provide full utilization of vehicle(s) to disabled passengers while in service.

2.1.6 VENDOR shall maintain the vehicle(s) provided to it by TOWN in accordance with manufacturer's standards and keep vehicle(s) in operational condition at all times. VENDOR shall store vehicle(s) at location designated by TOWN when bus is not in use.

2.1.7 VENDOR shall provide a replacement vehicle within twenty-four (24) hours of a vehicle breakdown, similar in all respects to the TOWN's vehicle, in the event the vehicle provided by TOWN is out of service for repair.

2.1.8 VENDOR shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) at all times while the vehicle(s) provided herein are being utilized for public transportation and while utilizing any and all routes approved herein. To the extent any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

2.1.9 In accordance with Broward County Ordinance 92-8, VENDOR certifies by means of executing Exhibit "B", attached hereto, that it has a Drug-Free Workplace Program in place. VENDOR agrees to comply with Broward County's Drug-Free Workplace Program requirements.

2.1.10 Effective upon execution of this Agreement, VENDOR shall comply with all applicable requirements of the United States Department of Transportation and the Federal Transit Administration, which shall include, but not be limited to, regulations for drug and alcohol testing. To the extent that any terms of this agreement are inconsistent with the United States Department of Transportation regulations, the requirements of the United States Department of Transportation shall control.

2.1.11 VENDOR shall maintain certain records of information and data in the format prescribed by Broward County and shall furnish such records to Broward County on a monthly basis, and provide a copy of such records to the Town Clerk or his/her designee.

2.1.12 VENDOR hereby represents and warrants to the Town that it has conducted a criminal background check on all its employees providing services to the Town pursuant to this Agreement. VENDOR represents and warrants that all employees engaged in providing services to TOWN have no criminal records and/or outstanding warrants for arrest. Furthermore, VENDOR warrants that all employees engaged in providing services to TOWN have not been arrested for DUI or had their Driver's License suspended for any reason. In the event of any breach by VENDOR of this provision, TOWN shall have the right to demand immediate removal of the employee(s) from service, and failing that, TOWN shall have the right to terminate this Agreement upon providing thirty (30) day notice.

2.1.13 VENDOR agrees that throughout the term of this Agreement that the Broward County Transit ("BCT") logo and the Broward County assigned identification number shall be conspicuously displayed on the rear of vehicle(s) at all times.

## 2.2 TECHNICAL ASSISTANCE

2.2.1 Pursuant to the County Agreement, Broward County will provide vehicle chauffeurs hired by VENDOR, or its contractors, with training in passenger relations, rules of the road, and transit system information. All vehicle chauffeurs shall be required to attend and successfully complete Broward County's training program prior to operating the vehicle(s) addressed herein. This requirement shall extend to any and all vehicle chauffeurs employed at any time during the term of this Agreement.

2.2.2 VENDOR agrees to cooperate with Broward County and TOWN staff with respect to any aspect of planning and scheduling of public transit routing that TOWN might request.

**ARTICLE 3**  
**TERM AND TIME OF PERFORMANCE**

The term of this Agreement shall commence on February 1, 2018 upon approval of Broward County's Adoption of the proposed schedule and shall remain in effect through September 30, 2019. The term may be extended for up to three (3) additional one (1) year periods upon written approval from both TOWN and VENDOR, ninety (90) days prior to the expiration of the then current term. If the term of this Agreement extends beyond a single fiscal year of TOWN, continuation of this Agreement beyond the end of any fiscal year shall be subject to availability of funds from TOWN in accordance with TOWN's budget process.

**ARTICLE 4**  
**CHANGES IN SCOPE OF SERVICES**

4.1 Except for those changes permitted in Section 2.1 herein, any changes to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 7.12 below.

4.2 Any changes in the level of service to be provided by VENDOR as set forth herein, shall only be implemented after TOWN and VENDOR have entered into a modified agreement describing the changed services.

4.3 The parties agree to renegotiate this Agreement if applicable Federal, State, or local laws or revisions of said laws make changes in the Agreement necessary or desirable, as determined by TOWN.

**ARTICLE 5**  
**INDEMNIFICATION / GOVERNMENTAL IMMUNITY AND INSURANCE**

5.1 TOWN is a State agency or political subdivision as defined in Section 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed by a State agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

5.2 Indemnification. VENDOR agrees to indemnify, reimburse, defend, and hold harmless TOWN and Broward County's officers, agents, and employees for, from and against all claims, actions, or causes of actions, losses, damages, liabilities, costs, and expenses, including, reasonable costs, attorney's and paralegal's fees, imposed on or incurred by TOWN and/or Broward County in connection with all loss of life, bodily injury, personal injury, damage to property occurring upon, or about or arising out of or relating to VENDOR's occupancy or use of the vehicle(s) to perform the services set forth herein.



5.3 Insurance. VENDOR shall at all times during the term of this Agreement keep and maintain in full force and effect, at VENDOR's sole cost and expense, insurance of the types and amounts set forth in Exhibit "C", a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name both TOWN and Broward County as additional insured.

5.4 Provisions Applicable to Insurance. At or prior to commencement of VENDOR's performance, pursuant to the provisions of any agreement with TOWN involving the vehicle(s) provided hereunder, VENDOR shall deliver the original certificate of insurance required herein to TOWN. VENDOR shall pay premiums for all insurance required by this Agreement. VENDOR shall cause all policies of insurance required by this Agreement to be renewed from time to time so that at all times the insurance protection required by this Agreement shall continuously exist. The policy shall not be cancelled or materially changed without giving of at least thirty (30) days prior written notice thereof to TOWN, and in such event, a policy pursuant to the above terms must be substituted.

## **ARTICLE 6 TERMINATION**

6.1 This Agreement may be terminated for cause, by VENDOR or by action of the Town Commission upon thirty (30) days written notice by the party that elected to terminate, or for convenience by action of Town Commission upon not less than sixty (60) days written notice by TOWN. This Agreement may also be terminated by TOWN upon such notice as TOWN deems appropriate under the circumstances in the event TOWN determines that termination is necessary to protect the public health, safety, or welfare.

6.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform work, failure to continuously perform work in a manner calculated to meet or accomplish the objectives of TOWN as set forth in this Agreement, or breach of any of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.

6.3 Notice of termination shall be provided in accordance, with the "NOTICES" section of this Agreement except that notice of termination by TOWN, which TOWN deems necessary to protect the public health, safety, or welfare, may be verbal notice, which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

6.4 In the event this Agreement is terminated for convenience, payments provided by TOWN shall be paid through the date the Agreement is terminated. However, upon being notified of TOWN's election to terminate, VENDOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by TOWN, the adequacy of which is hereby acknowledged by VENDOR, is given as specific consideration to VENDOR for TOWN's right to terminate this Agreement for convenience.

6.5 Upon termination of this Agreement for whatever reason, VENDOR shall return the vehicle(s) leased within twenty-four (24) hours herein to TOWN. VENDOR shall return the vehicle(s) to TOWN in the condition they were received at the onset of this Agreement, normal wear and tear expected. VENDOR's obligation to return the vehicle(s) to TOWN in the condition they were received shall include removal of any painting or wrapping of the vehicle for advertisement purposes. Any costs necessary to restore and/or prepare the vehicle(s) for return to TOWN shall be the sole responsibility of VENDOR. TOWN, through its Town Manager, shall have the right to inspect and to approve the condition of the vehicle(s) prior to acceptance and should the Town Manager determine that the vehicle(s) are not in the proper condition, VENDOR shall at its sole cost and expense remedy any and all deficiencies identified by the Town Manager.

## **ARTICLE 7**

### **MISCELLANEOUS**

7.1 AUDIT RIGHT AND RETENTION OF RECORDS: TOWN shall have the right to audit the books, records, and accounts of VENDOR. VENDOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. VENDOR shall preserve and make available, at a reasonable time for examination and audit by TOWN, 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), 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 determined by TOWN to be applicable to VENDOR's records, VENDOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either Federal or State law shall be violated by VENDOR. Any incomplete or incorrect entry in such books, records, and/or accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry.

7.2 NON-DISCRIMINATION: VENDOR agrees it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability. This provision shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. VENDOR agrees to furnish TOWN with a copy of its Affirmative Action Policy.

**7.3 INDEPENDENT CONTRACTOR:** VENDOR is an independent contractor under this Agreement. Services provided by VENDOR shall be subject to supervision by VENDOR, and such services shall not be provided by VENDOR or its agents as officers, employees, or agents of TOWN. The parties expressly acknowledge that it is not their intent to create any rights in any third person or entity under this Agreement.

**7.4 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 by hand-delivery with a request for a written receipt of acknowledgement 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 Town:                                      Town of Hillsboro Beach  
                                                          1210 Hillsboro Mile  
                                                          Hillsboro Beach, Florida 33062  
                                                          Attn: Town Manager, William "Mac" Serda

Copy to:                                         Donald J. Doody, Esq.  
                                                          Goren, Cherof, Doody & Ezrol, P.A.  
                                                          3099 East Commercial Blvd., Suite 200  
                                                          Fort Lauderdale, FL 33308  
                                                          Telephone: (954) 771-4500  
                                                          Facsimile: (954) 771-4923

For Vendor:                                    Limousines of South Florida, Inc.  
                                                          3300 SW 11 Avenue  
                                                          Fort Lauderdale, FL 33315

**7.5 ASSIGNMENT AND PERFORMANCE:** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party, and VENDOR shall not subcontract any portion of the work required by this Agreement except as authorized herein. VENDOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to TOWN's satisfaction.

VENDOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of VENDOR's performance shall be comparable to the best local and national standards.

**7.6 WAIVER OF BREACH AND MATERIALITY:** Failure by TOWN 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.

**7.7 COMPLIANCE WITH LAWS:** VENDOR shall comply with all Federal, State, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

**7.8 SEVERANCE:** In the event this Agreement or 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 TOWN or VENDOR elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

**7.9 JOINT PREPARATION:** Preparation of this Agreement has been a joint effort of TOWN and VENDOR and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

**7.10 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 other document incorporated into this Agreement by reference and a term, statement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.

**7.11 APPLICABLE LAW AND VENUE:** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

**7.12 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 TOWN and VENDOR.

**7.13 PRIOR AGREEMENTS:** 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, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 7.12 above.

7.14 INCORPORATION BY REFERENCE: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The exhibits referenced herein, and attached hereto, are incorporated into and made part of this Agreement.

7.15 MULTIPLE ORIGINALS: This Agreement may be executed in three (3) copies, each of which shall be deemed to be an original.

TOWN:

ATTEST:

Town of Hillsboro Beach

  
Mac Serda, Town Manager



By   
Deborah Tarrant, Mayor

6 day of FEBRUARY, 2018

State of Florida

County of Broward

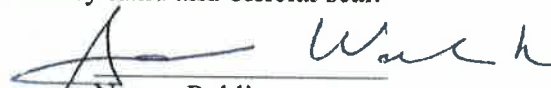
)ss:  
)



On this 7 day of Feb, 2018 before me, the undersigned notary public, personally appeared \_\_\_\_\_, personally known to me, or who has produced \_\_\_\_\_ as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that she executed the same on behalf of said Corporation and that she was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

  
Notary Public

VENDOR:

By: [Signature]

Print: Mark Levitt

Title: Vice President

(Corporate Seal)

ATTEST: [Signature]

Signature

Mayra Luzbet  
Print Name and Title

State of Florida

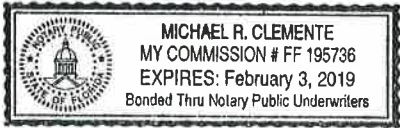
County of Broward )ss:  
)

On this 8<sup>th</sup> day of February 2018 before me, the undersigned notary public, personally appeared Mark Levitt, personally known to me, or who has produced D/L as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that he executed the same on behalf of said Corporation and that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:  
02-03-2019



### **Exhibit A**

#### **Bus Schedule\***

| Hillsboro Beach Town Hall | Pompano Citi Centre | Lighthouse Point City Hall / Library | Venetian Shopping Center | Deerfield Beach Target | Deerfield Beach Hillsboro Square | Hillsboro Beach Town Hall |
|---------------------------|---------------------|--------------------------------------|--------------------------|------------------------|----------------------------------|---------------------------|
| 9:00                      | 9:15                | 9:22                                 | 9:25                     | 9:35                   | 9:40                             | 9:50                      |
| 10:00                     | 10:15               | 10:22                                | 10:25                    | 10:35                  | 10:40                            | 10:50                     |
| 11:00                     | 11:15               | 11:22                                | 11:25                    | 11:35                  | 11:40                            | 11:50                     |
| 12:00                     | 12:15               | 12:22                                | 12:25                    | 12:35                  | 12:40                            | 12:50                     |
| 1:00                      | 1:15                | 1:22                                 | 1:25                     | 1:35                   | 1:40                             | 1:50                      |
| 2:00                      | 2:15                | 2:22                                 | 2:25                     | 2:35                   | 2:40                             | 2:50                      |
| 3:00                      | 3:15                | 3:22                                 | 3:25                     | 3:35                   | 3:40                             | 3:50                      |
| 4:00                      | 4:15                | 4:22                                 | 4:25                     | 4:35                   | 4:40                             | 4:50                      |
| 5:00                      | 5:15                | 5:22                                 | 5:25                     | 5:35                   | 5:40                             | 5:50                      |

#### **Broward County Transit & Community Bus Connections**

| Hillsboro Beach Town Hall | Pompano Citi Centre | Lighthouse Point City Hall / Library | Venetian Shopping Center | Deerfield Beach Target | Deerfield Beach Hillsboro Square | Hillsboro Beach Town Hall |
|---------------------------|---------------------|--------------------------------------|--------------------------|------------------------|----------------------------------|---------------------------|
|                           | BCT 10              | BCT 10                               | BCT 10                   | BCT 10                 | BCT 10                           | BCT 10                    |
|                           | BCT 11              | BCT 11                               | BCT 34                   |                        | BCT 48                           |                           |
|                           |                     | BCT 83                               |                          |                        |                                  |                           |

\* If Monday or Wednesday is a legal holiday, service will be the next day. If Friday is a legal holiday, service will be the day before.

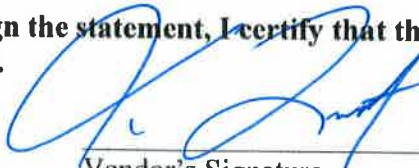
## **Exhibit B**

### **Drug Free Workplace Certification**

Vendors shall have a drug-free workplace program as follows:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**As a person authorized to sign the statement, I certify that this firm complies fully with the above requirements.**

  
Vendor's Signature



## **Exhibit C**

### **REQUIRED INSURANCE**

**A. Workers Compensation** – Insurance shall be maintained during the life of this Agreement to comply with statutory limits for all employees. VENDOR shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

- |                         |                            |
|-------------------------|----------------------------|
| 1. Workers Compensation | Statutory                  |
| 2. Employer's Liability | \$1,000,000 per occurrence |

**B. Comprehensive General Liability** – Insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- |                                                                                                               |             |
|---------------------------------------------------------------------------------------------------------------|-------------|
| 1. Bodily Injury/Property Damage                                                                              |             |
| Each Occurrence                                                                                               | \$1,000,000 |
| Annual Aggregate                                                                                              | \$1,000,000 |
| 2. Personal Injury                                                                                            |             |
| Annual Aggregate                                                                                              | \$1,000,000 |
| 3. Completed Operations and Products Liability shall be maintained for two (2) years after the final payment. |             |

**C. Comprehensive Auto Liability**

- |                                  |             |
|----------------------------------|-------------|
| 1. Bodily Injury/Property Damage |             |
| Each Occurrence                  | \$1,000,000 |
| Annual Aggregate                 | \$1,000,000 |
| 2. Personal Injury               |             |
| Each Occurrence                  | \$1,000,000 |
| Annual Aggregate                 | \$1,000,000 |

Coverage shall include owned, hired, and non-owned vehicles.

**D. Professional Liability**

- |                  |             |
|------------------|-------------|
| Each Occurrence  | \$1,000,000 |
| Annual Aggregate | \$1,000,000 |



## TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

Phone: (954) 427-4011  
[www.townofhillsborobeach.com](http://www.townofhillsborobeach.com)

### Agenda Item Cover Memo

**Agenda Item:** Resolution No. 2020-53 Consideration to Ratify Work Authorization No. 2 of the Professional Services Agreement with Moffat & Nicol dated 10/1/2019, Relative to the Hillsboro Beach Nourishment Project, For Post Construction Physical Monitoring.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE WORK AUTHORIZATION #2 DATED JULY 17, 2020 AND ACCEPTING THE PROPOSAL FROM MOFFATT & NICHOL, INC. DATED AUGUST 4, 2020 FOR CONTINUING CONSULTING SERVICES RELATIVE TO THE TOWN OF HILLSBORO BEACH'S NOURISHMENT PROJECT FOR POST CONSTRUCTION PHYSICAL MONITORING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

**Agenda Date:** September 1, 2020

### 1. BACKGROUND/HISTORY

As part of the 2020 beach re-nourishment project, permit compliance requires that monitoring events occur at post-construction milestone dates. Broward County requires a six-month post-construction physical monitoring to be conducted and the findings reported to the County and permit agencies (Florida Department of Environmental Protection and US Army Corps of Engineers), in accordance with conditions outlined in the environmental permit.

### 2. CURRENT ACTIVITY

### 2. FINANCIAL IMPACT

The cost for the project is expected to be \$26,410 and is reimbursable by FEMA. This cost is concurrent with the physical monitoring tasks performed in years prior, which are listed as follows:

- 2016 - \$16,155 (Survey), \$9,810 (Analysis and Reporting) = \$25,965
- 2017 - \$16,305 (Survey), \$9,060 (Analysis and Reporting) = \$25,365
- 2018 - \$16,950 (Survey), \$9,060 (Analysis and Reporting) = \$26,010

### 3. RECOMMENDATION



## TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

Phone: (954) 427-4011  
[www.townofhillsborobeach.com](http://www.townofhillsborobeach.com)

It is recommended that the Commission accept the proposal and approve the \$26,410 for the six-month post-construction requirement.

- ATTACHMENTS:**
1. Agenda Cover Memo - 6-mo Physical Monitoring
  2. RES. 2020-53 Moffatt & Nichol Ratify Work Authorization No. 2
  3. Hillsboro Beach Renourishment 2020 Post-Construction Physical Monitoring



1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

## TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011  
[www.townofhillsborobeach.com](http://www.townofhillsborobeach.com)

---

### Agenda Item Cover Memo

**Agenda Item:** Continuing Coastal Engineering Services – Physical Monitoring Surveys for Post-Construction 2020 Hillsboro Beach Nourishment

**Submitting Dept:** Town Manager

**Agenda Date:** September 1, 2020

---

#### 1. BACKGROUND / HISTORY

As part of the 2020 beach re-nourishment project, permit compliance requires that monitoring events occur at post-construction milestone dates. Broward County requires a six-month post-construction physical monitoring to be conducted and the findings reported to the County and permit agencies (Florida Department of Environmental Protection and US Army Corps of Engineers), in accordance with conditions outlined in the environmental permit:

#### 2. CURRENT ACTIVITY

The six-month physical monitoring was conducted on August 13, 2020 for two purposes, first to comply with the permit monitoring requirements and, second, to ascertain the beach erosion attributed to Hurricane Isaias. The survey data will also serve as pre-storm conditions baseline in the event of another hurricane.

#### 3. FINANCIAL IMPACT

The cost for the project is expected to be \$26,410 and is reimbursable by FEMA. This cost is concurrent with the physical monitoring tasks performed in years prior, which are listed as follows:

- 2016 - \$16,155 (Survey), \$9,810 (Analysis and Reporting) = \$25,965
- 2017 - \$16,305 (Survey), \$9,060 (Analysis and Reporting) = \$25,365
- 2018 - \$16,950 (Survey), \$9,060 (Analysis and Reporting) = \$26,010

#### 4. RECOMMENDATION

It is recommended that the Commission accept the proposal and approve the \$26,410 for the six-month post-construction requirement.

RESOLUTION NO. 2020-53

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE WORK AUTHORIZATION #2 DATED JULY 17, 2020 AND ACCEPTING THE PROPOSAL FROM MOFFATT & NICHOL, INC. DATED AUGUST 4, 2020 FOR CONTINUING CONSULTING SERVICES RELATIVE TO THE TOWN OF HILLSBORO BEACH'S NOURISHMENT PROJECT FOR POST CONSTRUCTION PHYSICAL MONITORING; 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 Work Authorization #2 dated July 17, 2020 and to accept the Proposal from Moffatt & Nichol dated August 4, 2020 for continuing consulting services relative to the Town of Hillsboro Beach's Nourishment Project For Post Construction Physical Monitoring.

**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 Work Authorization #2 and accepts the Proposal from Moffatt & Nichol dated August 2, 2020 for continuing consulting services relative to the Town of Hillsboro Beach's Nourishment Project for Post Construction Physical Monitoring. A copy of the Work Authorization and Proposal is attached hereto and identified 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.

**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

9225-02 A1

August 4, 2020

**Town of Hillsboro Beach**

Attn: Mr. Mac Serda  
1210 Hillsboro Mile  
Hillsboro Mile, Florida 33062

**Subject: CONSULTING SERVICES RELATIVE TO THE HILLSBORO BEACH NOURISHMENT, BROWARD COUNTY, FLORIDA**

Dear Mr. Serda:

This is to submit a proposal for consulting services relative to the proposed Hillsboro Beach Nourishment Project (Project). Moffatt & Nichol is pleased to present this revised proposal for post construction physical monitoring relative to the Hillsboro Beach Nourishment (Project). A truck haul beach nourishment project was constructed by the Town of Hillsboro Beach in 2020.

Six-Month Physical Monitoring is required in accordance with the conditions outlined in the following environmental permit:

- Broward County Environmental Protection and Growth Management Department (EPGMD) DF14-1082

The work is 100% reimbursable through federal and state funding associated with the 2020 beach nourishment. The following work tasks outline the scope of services to be provided by Moffatt & Nichol (M & N) for the Town (Client). The tasks are numbered sequentially from the previous scope of services:

**EXHIBIT "A" – SCOPE OF SERVICES**

**Part 8 – 2020 Post Construction 6-Month Physical Monitoring - Surveying**

Beach Profiles will be obtained along the Project Shoreline extending from FDEP Range Monument R-1 to R-18 including intermediate profile control point R-7+500, for a total of nineteen (19) profiles. The survey coverage is outlined as follows:

- R-1 to R-5 (5000 feet updrift of the Project Area)
- R-5+300 to R-12+400 (Project Area)
- R-12+400 to R-18 (5000 feet downdrift of the Project Area)

The survey work will meet or exceed the Minimal Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes, and in compliance with the Bureau of Beaches and Coastal Systems Monitoring Standards for Beach Erosion Control Projects, Sections 01000 and 01100 (Updated May 2014).

### **Onshore Profile Data Collection - Topographic**

Onshore profile data shall be collected along historical azimuths extending from the FDEP profile control monument seaward to approximate wading depth or as required to overlap the offshore profile data a minimum distance of fifty (50) feet. Data collection shall extend upland to the profile monument or approximately 150 feet landward of the vegetation line, whichever is most seaward. In the event there is a physical barrier on line between the beach and the monument, every reasonable attempt shall be made to extend the survey beyond the barrier to the reference monument position. It is understood that certain physical barriers may be considered impassible such as large buildings, private residences with difficult access, waterbodies, mangroves or other heavy vegetation requiring line clearing. At the discretion of the survey team, data collection will be terminated at the first physical barrier if deemed impassible using practical means of extending the survey landward. Profiles terminated due to impassible barriers will be noted in the field books. Profile data will be collected using either conventional differential leveling or Real-time Kinematic Differential Global Positioning techniques. Data points will be collected at a maximum interval of twenty-five (25) feet and at all grade breaks (exceeding six-inches) and material changes along the profile. In the event the profile control monument is located more than three hundred (300) feet landward of the vegetation line, data points shall be extended to intervals of one hundred (100) feet from two hundred (200) feet landward of the approximate vegetation line to the monument location. The reference monument shall be recorded as range 0.0 along the profile with positive ranges extending seaward of the monument and negative ranges extending landward of the monument.

### **Offshore Profile Data Collection - Bathymetric**

Bathymetric profile data shall be collected as close to high tide as practical and shall extend landward to a depth that overlaps the onshore portion of the survey a minimum distance of fifty (50) feet. Bathymetric profile data shall be collected along historical azimuths extending offshore a minimum distance of 3000 feet from the shoreline or to -30 feet (NAVD), whichever point is reached first. Bathymetric data collection shall occur as close to the time of the onshore topographic survey as practical, with the objective to not exceed seven (7) days of time difference between the two (2) survey events. Maximum wave height during the course of bathymetric data collection shall be three (3) feet. Bathymetric data shall be collected using an automated hydrographic system comprised of a survey launch equipped with an Odom survey grade echo sounder with integrated motion sensor (or equivalent) for depth measurements and Differential Global Positioning System (DGPS) for horizontal positioning. Data will be collected with an on-board computer that will also provide vessel navigation. The motion sensor will be employed to reduce the effects of vessel heave, pitch and roll during the course of data collection. The sounder



will be calibrated via bar checks prior to the start of the survey. Prior to the start of the survey a tide staff or gauge will be established in proximity to the project for recording water levels during the course of the data collection activities. The tide staff or gauge will be set relative to published control in the vicinity of the project.

### **Data Processing and Deliverables**

Upon completion of field survey activities, data will be edited and reduced to the project datum and translated to an x,y,z, ASCII format. The following deliverables will be compiled:

- Plan / profile charts in hardcopy (24"x36") format
- Plan / profile charts in AutoCAD, .dwg format
- Survey report certified by a Professional Surveyor and Mapper.
- Description of all monuments and TBM's used for the survey, including identification, stamping, coordinates, elevations and profile azimuths. Control description shall be provided in both hardcopy and digital formats (ASCII and Excel), as applicable.
- Final profile data in ASCII x,y,z format and FDEP distance / depth format
- Digital photographs in .jpg format with appropriate labeling
- Metadata files

### **Compliance Processing**

The survey report with electronic data will be compiled and sent to the agencies for permit compliance. The agencies will be contacted to verify the reporting has been received and a summary of compliance provided to the Client via email.

## **Part 9 – 2020 Post Construction 6-Month Physical Monitoring Report**

M & N will prepare an engineering report that will include the pre/post construction beach profile data along with applicable annual monitoring data (from Part 8 services). The report will summarize and discuss the annual data, reference the post-construction report (prepared by other consultants) and analyze shorelines/volumes for physical monitoring in accordance with the FDEP-approved monitoring plan. The appendices of the report will include plots of survey profiles and graphical representations of volumetric and shoreline position changes for the monitoring area. The results will be analyzed for patterns, trends, or changes between the pre/post construction surveys and annual surveys. The physical monitoring coastal engineering report will be compiled and signed/sealed by a Florida Professional Engineer in accordance with FDEP requirements.

### **Compliance Processing**

The engineering report with electronic data will be compiled and sent to the agencies for permit compliance. The agencies will be contacted to verify the reporting has been received and a summary of compliance provided to the Client via email.

**GENERAL**

The services will be provided as additional services to the Professional Services Agreement and is valid to be executed for 60 days.

**Professional Fees**

Professional Fees are summarized in Table 1. Expenses will be invoiced at cost and are estimated at \$2,000.

If you wish for us to provide these services, please sign and return a copy of the enclosed Amendment to Agreement form which will serve as our Authorization to Proceed. Should you have any questions regarding this proposal, please do not hesitate to contact Jackie Brower at (954) 622-8094 or [jbrower@moffattnichol.com](mailto:jbrower@moffattnichol.com).

Sincerely,  
**Moffatt & Nichol, Inc.**

A handwritten signature in blue ink, appearing to read "T.K. Blankenship".

T.K. Blankenship, P.E.  
Business Unit Leader

TKB:ajc

Enclosure

**Table 1 Professional Fees**

| <b>Part</b> | <b>Description</b>                                             | <b>Type</b> | <b>Fee</b>          |
|-------------|----------------------------------------------------------------|-------------|---------------------|
| 8           | 2020 Post Construction 6-Month Physical Monitoring - Surveying | Lump Sum    | \$16,950.00         |
| 9           | 2020 Post Construction 6-Month Physical Monitoring Report      | T&M         | Est. at, \$9,060.00 |
|             | Reimbursable Estimate                                          |             | \$400               |
|             | <b>TOTAL FEE ESTIMATE</b>                                      |             | <b>\$26,410.00</b>  |

WORK AUTHORIZATION  
WORK AUTHORIZATION NO. 2

Project Name: Hillsboro Beach Nourishment  
Project No.: 9225-02

The parties agree that the Master Services AGREEMENT, dated October 1, 2019, between Town of Hillsboro Beach and Moffatt & Nichol for services on the above-named Project are incorporated herein by reference and shall control the work authorized hereunder. The contract terms below, together with the Master Services Agreement referred to above and attachments thereto shall form the provisions of the entire agreement.

1.0 SERVICES

M&N shall provide consulting engineering services as outlined in the attached scope of services dated July 17, 2020.

2.0 CHARGES OR PAYMENTS

M&N will invoice the Client each month on a percent complete basis for lump sum tasks and on an hourly basis for hourly tasks in accordance with the attached "Exhibit A" Scope of Services. Reimbursable expenses will be invoiced at cost.

3.0 OTHER AMENDMENTS

N/A

Except as expressly amended herein, all provisions contained in the aforementioned Agreement and its Amendments shall remain in full force and effect and are hereby incorporated herein by this reference.

MOFFATT & NICHOL

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

Name: T.K. Blankenship, P.E.

Title: Business Unit Leader

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

Town of Hillsboro Beach

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

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

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

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



## TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

Phone: (954) 427-4011  
[www.townofhillsborobeach.com](http://www.townofhillsborobeach.com)

### Agenda Item Cover Memo

**Agenda Item:** Resolution No. 2020-54 Consideration to Ratify Waiver of Bid for Turtle Monitoring During Hillsboro Beach Re-nourishment, per Procurement Code Sec. 2-61.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, WAIVING COMPETITIVE PROCUREMENT AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO RATIFY THE AGREEMENT BETWEEN THE TOWN OF HILLSBORO BEACH AND NOVA SOUTHEASTERN UNIVERSITY OCEANOGRAPHIC CENTER FOR TURTLE MONITORING SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

**Agenda Date:** September 1, 2020

### 1. BACKGROUND/HISTORY

In February 2020 the Town began a 70,000 CY beach nourishment project funded by FEMA on a cost-reimbursement basis. The project was engineered by Moffatt & Nichol, and constructed by Rio-Bak Construction following the procurement standards of the State of Florida and the Town's procurement code.

In late February, during the beach nourishment project, a turtle nest appeared within the construction zone, and FDEP required daily nesting monitoring. Per Moffatt & Nichol, no other entity was known to have the necessary authorizations to conduct the nighttime surveys and address nest relocations in Broward County, at a cost of \$1,100 per day.

To ensure the project could continue and be completed before turtle season interrupted the project's completion, the use of Nova for the turtle monitoring was approved by the Town Manager.

### 2. CURRENT ACTIVITY

### 2. FINANCIAL IMPACT

The Total cost for the turtle monitoring was \$27,500 and is expected to be reimbursed by FEMA.

### 3. RECOMMENDATION



## TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

Phone: (954) 427-4011  
[www.townofhillsborobeach.com](http://www.townofhillsborobeach.com)

Affirmation of the Manager's Waiver of Bid is recommended.

- ATTACHMENTS:**
1. agenda cover memo - Nova Southeastern University (Ratification)
  2. Sec 2-61 Emergency Procedures (Procurement Code)
  3. RES. 2020- 54 Turtle Monitoring Waive Procurement Ratify
  4. Nova Southeastern University - INVOICE



1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

## TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011  
[www.townofhillsborobeach.com](http://www.townofhillsborobeach.com)

---

### Agenda Item Cover Memo

**Agenda Item:** Waiver of Bid – Nova Southeastern University  
Turtle monitoring during beach nourishment

**Submitting Dept:** Town Manager

**Agenda Date:** September 1, 2020

---

#### 1. BACKGROUND / HISTORY

In February 2020 the Town began a 70,000 CY beach nourishment project funded by FEMA on a cost-reimbursement basis. The project was engineered by Moffatt & Nichol, and constructed by Rio-Bak Construction following the procurement standards of the State of Florida and the Town's procurement code.

In late February, during the beach nourishment project, a turtle nest appeared within the construction zone, and FDEP required daily nesting monitoring. Per Moffatt & Nichol, no other entity was known to have the necessary authorizations to conduct the nighttime surveys and address nest relocations in Broward County, at a cost of \$1,100 per day.

To ensure the project could continue and be completed before turtle season interrupted the project's completion, the use of Nova for the turtle monitoring was approved by the Town Manager.

#### 2. CURRENT ACTIVITY

The monitoring began on February 28, 2020 and continued through March 23, 2020, at a cost of \$1,100 per day or a total of \$27,500 for 25 days.

To comply with the Town's procurement code, the Town Manager is to bring waiver of bids in excess of \$15,000 to the Commission for affirmation.

#### 3. FINANCIAL IMPACT

The total cost for the turtle monitoring was \$27,500 and is expected to be reimbursed by FEMA.

#### 4. RECOMMENDATION

Affirmation of the Manager's Waiver of Bid is recommended.



Town Hall  
1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

## TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011  
Fax: (954) 427-4834  
TownofHillsboroBeach.com

---

### Town of Hillsboro Beach Code of Ordinances

#### Chapter 2. – Administration

#### Article V. – Purchasing

#### Sec. 2-60 Regular Procedures and Sec. 2-61 Emergency Procedures

---

#### **Sec. 2-61. - Emergency Procedures.**

In a time of emergency, or as needed to protect the interests of the Town, the Town Manager may waive any procurement requirement. Such waivers shall be reported to the Commission at the next available Commission Meeting.

(Ord. 168, § 4, passed 5-4-1992; Ord. 201, § 1, passed 6-5-2001; Am. Ord. 222, passed 9-12-2006; Am. Ord. [2019-10](#), § 2, passed 12-17-2019)

#### **Sec. 2-60. - Regular Procedures.**

Whenever the town shall seek to acquire materials, supplies or contractual services, the following procedures shall apply.

- (A) (1) For acquisitions of budgeted materials, supplies or contractual services with a cost not exceeding \$1,000.00, the purchase may be made by the Town Manager or his/her designee without seeking competitive bids nor obtaining Town Commission approval.
- (2) For acquisitions of non-budgeted materials, supplies, or contractual services with a cost not exceeding \$1,001.00—\$5,000.00, the purchase may be made by the Town Manager or his/her designees after obtaining three (3) verbal quotes.
- (B) For acquisitions of materials, supplies or contractual services with a cost of over \$5,000.00 but not in excess of \$15,000.00, the purchase may be made by the Town Manager without seeking the approval of the Town Commission but the Town Manager shall obtain three (3) written quotes for consideration.

Purchases greater than \$15,000.00 but not more than \$25,000.00 may be purchased with written comparatives with Town Commission approval.
- (C) For acquisitions of materials, supplies or contractual services with a cost greater than \$25,000.00, the purchase shall require three (3) competitive bids and Town Commission approval.
- (D) In instances where the Town has a particular need to be met with only one (1) source of supply, the Town Commission may waive the bidding requirements for purchases with a cost over \$25,000.00.
- (E) Waiver of Code by the Town Manager. The Town Manager may waive purchase requirements up to \$25,000 for the following reasons:



- (1) Sole source;
  - (2) Purchase from another governmental agency;
  - (3) Specific items—These items are exempt from price quotes:
    - (a) Dues and memberships in trades or professional organizations;
    - (b) Subscriptions for periodicals;
    - (c) Legal advertisements;
    - (d) Postage;
    - (e) Expert witnesses;
    - (f) Abstracts of titles for real property;
    - (g) Title insurance for real property;
    - (h) Court reporter services;
    - (i) Water, sewer, electrical, telephone, and other utility services where competition is not available;
    - (j) Copyrighted materials not available from multiple sources;
    - (k) Hospitality services and expenses;
    - (l) Fees and costs of job-related seminars and training;
    - (m) Travel;
    - (n) Artists, music ensembles (bands) and other entertainment providers and animals;
    - (o) Professional services—Defined as an occupation which requires specialized training and expertise (e.g. accountant, dentist, lawyer, physician, psychologist, veterinarian, etc.);
    - (p) Speakers for seminars or training courses.
  - (4) When the interest is in the best interest to the Town as determined by the Town Manager.
- (F) Purchases of supplies or contractual services under the provisions of local, state, and federal purchasing contracts shall be exempt from the competitive procurement requirements, provided that the following criteria are all satisfied:
- (1) The terms and conditions of the original contract, and any subsequent amendments by federal, state, or local government are satisfactory to the Town Manager and such terms and conditions are extended to other governmental bodies.
  - (2) The original contract and any subsequent amendments by the federal, state, or local government for supply purchases is current and in effect at the time of the proposed purchase of supplies or services by the town.

(Ord. 168, § 3, passed 5-4-1992; Am. Ord. 222, passed 9-12-2006; Am. Ord. 264, passed 6-27-2013; Am. Ord. 267, passed 7-1-2014; Am. Ord. [2019-10](#), § 2, passed 12-17-2019)

RESOLUTION NO. 2020-54

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN  
OF HILLSBORO BEACH, FLORIDA, WAIVING  
COMPETITIVE PROCUREMENT AND AUTHORIZING THE  
APPROPRIATE TOWN OFFICIALS TO RATIFY THE  
AGREEMENT BETWEEN THE TOWN OF HILLSBORO BEACH  
AND NOVA SOUTHEASTERN UNIVERSITY  
OCEANOGRAPHIC CENTER FOR TURTLE MONITORING  
SERVICES; 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 waive competitive procurement and authorizes the appropriate Town officials  
to ratify the agreement with Nova Southeastern University Oceanographic Center for  
Turtle Monitoring 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 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 waives competitive procurement in accordance with the applicable section of the  
code of ordinances and authorizes the appropriate Town officials to ratify the agreement  
with Nova Southeastern University Oceanographic Center for Turtle Monitoring  
Services; a copy of the 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  
2 **ADOPTED** by the Town Commission of the Town of Hillsboro Beach, Florida this  
3 \_\_\_\_ day of \_\_\_\_\_ 2020.

4  
5 **TOWN OF HILLSBORO BEACH, FLORIDA**  
6  
7

8 \_\_\_\_\_  
9 Deborah L. Tarrant, Mayor  
10

11 **ATTEST:**  
12

13 \_\_\_\_\_  
14 Sherry D. Henderson, CMC Town Clerk



**Nova Southeastern University**  
**Oceanographic Center**  
8000 North Ocean Drive  
Dania Beach, FL 33004  
954-262-3605 FAX: 954-262-3294

**INVOICE**

**DATE: April 1, 2020**

9/1/2020 Commission Meeting: Request ratification of waiver of bid for turtle monitoring during Hillsboro Beach Re-nourishment, per Procurement Sec. 2-61

**To:**  
**William Serda**  
**Town of Hillsboro Beach**  
**Town Manager**  
[mserda@townofhillsborobeach.com](mailto:mserda@townofhillsborobeach.com)  
**954-427-4011**

| QUANTITY | DESCRIPTION                                                                                                                                                                         | UNIT PRICE          | AMOUNT             |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------------|
| 25       | Marine Turtle Morning Monitoring – 1 Day (Feb 28-Mar 23)                                                                                                                            | \$1100.00           | \$27,500.00        |
|          | <b>REMIT TO:</b> Nova Southeastern University, Oceanographic Center,<br>8000 North Ocean Drive, Dania Beach FL 33004<br><b>ATTN: Derek Burkholder BCSTCP, Turtle ACCT # 3-36096</b> |                     |                    |
|          |                                                                                                                                                                                     | SUBTOTAL            | \$27,500.00        |
|          |                                                                                                                                                                                     | SALES TAX           | na                 |
|          |                                                                                                                                                                                     | SHIPPING & HANDLING | na                 |
|          |                                                                                                                                                                                     | <b>TOTAL DUE</b>    | <b>\$27,500.00</b> |
|          |                                                                                                                                                                                     |                     | USD                |

Make all checks payable to: Nova Southeastern University Oceanographic Center.

**THANK YOU FOR YOUR BUSINESS!**



## TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

Phone: (954) 427-4011  
[www.townofhillsborobeach.com](http://www.townofhillsborobeach.com)

### Agenda Item Cover Memo

**Agenda Item:** Resolution No. 2020-55 Consideration to Approve and Authorize the Appropriate Town Officials to Execute Engagement Letter with Grau & Associates Certified Public Accountants for Required Auditing Services for FY 2019-2020.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE AN ENGAGEMENT LETTER WITH GRAU & ASSOCIATES FOR PROFESSIONAL AUDIT SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

**Agenda Date:** September 1, 2020

### 1. BACKGROUND/HISTORY

### 2. CURRENT ACTIVITY

### 2. FINANCIAL IMPACT

### 3. RECOMMENDATION

**ATTACHMENTS:**

1. Agenda - Grau & Associates Auditing Svcs FY19-20
2. RES. 2020-55 Grau and Assoc re Auditing Services



### **Agenda Item Cover Memo**

Agenda Item: Approval of Annual Auditing Agreement for FY2020  
Submitting Dept.: Finance Department  
Agenda Date: September 1, 2020

---

#### **1. BACKGROUND/HISTORY**

At the end of each fiscal year, the Town is required to have a financial audit performed by an independent firm to obtain an expression of opinions as to whether the financial statements are fairly presented, in all materials respects, in conformity with the U.S. generally accepted accounting principles.

#### **2. CURRENT ACTIVITY**

Grau & Associates has submitted an engagement letter for the Commission's review and consideration to provide the required auditing services.

#### **3. FINANCIAL IMPACT**

The proposed fee for the standard auditing services would be \$19,190 which is an increase of \$190 compared to the FY2019 fee.

The fee would be allocated between the General and Water Fund. In addition, due to the recently completed Beach project, a separate Federal/State single audit is required. The fee for that service would be \$4,000. That amount will be allocated to the General Fund.

For FY2021, a total of \$36,000 has been budgeted for the completion of the audit and other related compliance reporting. (\$19,500 in the General Fund and \$16,500 in the Water Fund).

#### **4. RECOMENDATION**

Staff recommends that the Town Commission approve the engagement letter from Grau and Associates in the amount totaling \$23,190.

#### **Attachments:**

- 1) Grau & Associates Engagement Letter for Auditing Services.



# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280  
Boca Raton, Florida 33431  
(561) 994-9299 • (800) 299-4728  
Fax (561) 994-5823  
www.graucpa.com

August 25, 2020

Town Commission  
Town of Hillsboro Beach  
c/o Stephen Bloom  
Inframark  
210 N. University Drive, Suite 702  
Coral Springs, FL 33071

We are pleased to confirm our understanding of the services we are to provide the Town of Hillsboro Beach, Florida ("the Town") for the fiscal year ended September 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining information including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town as of and for the fiscal year ended September 30, 2020. In addition, we will examine the Town's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2020 audit.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town's 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. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding 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 will 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.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule
- 3) OPEB schedules
- 4) Pension Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the Town's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards and state financial assistance (If applicable)

## **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*

- Internal control over compliance related to major federal programs and state projects and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996, Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, the Audit Requirements for Federal Awards* (Uniform Guidance), the Florida Single Audit Act, the Florida Department of Financial Services' State Projects Compliance Supplement, and Chapter 10.550, Rules of the Auditor General.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of 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, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance/Chapter 10.550, Rules of the Auditor General report on internal control over compliance will include a paragraph that states that the purpose of the reports on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, Rules of the Auditor General. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; the Florida Single Audit Act, and the provisions of Chapter 10.550, Rules of the Auditor General, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audits. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement. If during our audit we become aware that the Town is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards, the standards for financial audits contained in *Government Auditing Standards*, the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance, the Florida Single Audit Act, and Chapter 10.550, Rules of the Auditor General may not satisfy the relevant legal, regulatory, or contractual requirements.

#### **Examination Objective**

The objective of our examination is the expression of an opinion as to whether the Town is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the Town's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the Town's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

#### **Other Services**

We will assist in preparing the financial statements, schedule of expenditures of state financial assistance, and related notes of the Town in conformity with U.S. generally accepted accounting principles, the Uniform Guidance, and Rules of the Auditor General based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.



Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and the Florida Single Audit Act, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and Chapter 10.550 Rules of the Auditor General of the State of Florida, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards and state financial assistance projects received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state financial assistance projects (including notes and noncash assistance received) in conformity with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General. You agree to include our report on the schedule of expenditures of federal awards and state financial assistance projects in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance projects that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards and state financial assistance projects in accordance with the Uniform Guidance and Chapter 10.550 Rules of the Auditor General; (2) you believe the schedule of expenditures of federal awards and state financial assistance projects, including its form and content, is stated fairly in accordance with the Uniform Guidance and Chapter 10.550 Rules of the Auditor General; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance projects.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. 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 will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material

misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of state financial assistance; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General* of the State of Florida, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program and major state financial assistance project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General* of the State of Florida.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General* of the State of Florida.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and Chapter 10.550, *Rules of the Auditor General* of the State of Florida requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal awards and state financial assistance projects applicable to major federal programs and major state projects. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and *State of Florida Projects Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. The purpose of these procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and Chapter 10.550, *Rules of the Florida Auditor General*.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The Town agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will not exceed \$19,190 for the September 30, 2020 audit, unless there is a charge in activity by the Town which results in additional audit work. The State and or Federal compliance audit fee is \$4,000 each for fiscal year 2020, as applicable.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal or state awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The Town has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the Town may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the Town of Hillsboro Beach, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Racquel McIntosh

**RESPONSE:**

This letter correctly sets forth the understanding of the Town of Hillsboro Beach, Florida.

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

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

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



**FICPA Peer Review Program**  
Administered in Florida  
by The Florida Institute of CPAs



Peer Review  
Program

**AICPA Peer Review Program**  
Administered in Florida  
by the Florida Institute of CPAs

February 20, 2020

Antonio Grau  
Grau & Associates  
951 Yamato Rd Ste 280  
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

*FICPA Peer Review Committee*

Peer Review Team  
FICPA Peer Review Committee  
paul@ficpa.org  
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

RESOLUTION NO. 2020-55

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE AN ENGAGEMENT LETTER WITH GRAU & ASSOCIATES FOR PROFESSIONAL AUDIT SERVICES; 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 proper Town officials to execute an Engagement Letter with Grau & Associates for Professional Audit 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 true and correct and hereby ratified and confirmed by the Town Commission.

**SECTION 2.** The Town Commission of the Town of Hillsboro Beach, Florida hereby approves and authorizes the proper Town officials to execute an Engagement Letter with Grau & Associates for Professional Audit Services. A copy of the Engagement Letter 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.

3

4

**TOWN OF HILLSBORO BEACH, FLORIDA**

5

6

7

8

\_\_\_\_\_  
Deborah L. Tarrant, Mayor

9

10   **ATTEST:**

11

12

\_\_\_\_\_  
13   Sherry D. Henderson, CMC  
14   Town Clerk



Akerman LLP  
Post Office Box 4906  
Orlando, FL 32802  
Tel: 407.254.2305  
Fax: 407.254.3408

**Remittance Copy**

Invoice Date

January 13, 2020

Invoice No.

9526965

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 December 31, 2019 as summarized below:*

|          |            |
|----------|------------|
| Services | \$8,919.50 |
|----------|------------|

|               |            |
|---------------|------------|
| Disbursements | \$4,151.22 |
|---------------|------------|

**TOTAL THIS INVOICE**

**\$13,070.72**

---

*To ensure proper credit to the above account, please indicate invoice no. 9526965*

*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 January 13, 2020  
Invoice No. 9526965

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 December 31, 2019 as summarized below:*

|                           |                    |
|---------------------------|--------------------|
| Services                  | \$8,919.50         |
| Disbursements             | <u>\$4,151.22</u>  |
| <b>TOTAL THIS INVOICE</b> | <b>\$13,070.72</b> |

---

*To ensure proper credit to the above account, please indicate invoice no. 9526965*

*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

December 31, 2019  
 9526965

| <u>Date</u>                 | <u>Services</u>                                                                                                                                                                                                                                                                  | <u>Initials</u> | <u>Hours</u> | <u>Value</u>      |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------|-------------------|
| 5-Dec-19                    | Begin damages memorandum to Mayor. (continuing)                                                                                                                                                                                                                                  | CAL             | 1.00         | 500.00            |
| 5-Dec-19                    | Review docket and select file documents in advance of CMC.                                                                                                                                                                                                                       | PLK             | 0.50         | 255.00            |
| 6-Dec-19                    | Review of case file and docket in order to prepare material documents notebook in preparation for the upcoming case management conference                                                                                                                                        | J H             | 1.90         | 475.00            |
| 6-Dec-19                    | Conference call with C. Laquidara re Case Management Conference on 12/11/19, case status.                                                                                                                                                                                        | PLK             | 0.50         | 255.00            |
| 8-Dec-19                    | Review issue with experts and correspond re: hearings.                                                                                                                                                                                                                           | CAL             | 0.30         | 150.00            |
| 10-Dec-19                   | Telephone with Commissioner and respond to various questions and emails. Communicate with opposing counsel re: response to partial summary judgment and summary of key points.                                                                                                   | CAL             | 1.10         | 550.00            |
| 10-Dec-19                   | Preparation of expert witness testimony and logistics.                                                                                                                                                                                                                           | CAL             | 0.80         | 400.00            |
| 10-Dec-19                   | Confer with co-counsel regarding additional summary judgment defenses and related trial strategy.                                                                                                                                                                                | CAL             | 0.80         | 400.00            |
| 10-Dec-19                   | Review file and pleadings in preparation for trial assistance and hearing tomorrow.                                                                                                                                                                                              | PLK             | 1.30         | 663.00            |
| 11-Dec-19                   | Prepare for and attend Case Management Conference, confer with J. Cole, DJ Doody, T. Perry and again with J. Cole re: evidence, trial, summary judgment. Confer with co-counsel re: order of arguments for summary judgment. Return to Jacksonville (travel billed at 1/2 time). | CAL             | 6.00         | 3,000.00          |
| 11-Dec-19                   | Attend hearing on case management conference.                                                                                                                                                                                                                                    | PLK             | 1.40         | 714.00            |
| 12-Dec-19                   | Exchange correspondence with counsel re: initial framework and planning for 2020 mock trial                                                                                                                                                                                      | AAS             | 0.20         | 110.00            |
| 12-Dec-19                   | Prepare communications re: trial preparations.                                                                                                                                                                                                                                   | CAL             | 0.40         | 200.00            |
| 17-Dec-19                   | Telephone with commissioner; communications re: status and hearing.                                                                                                                                                                                                              | CAL             | 0.50         | 250.00            |
| 24-Dec-19                   | Conference with C. Laquidara regarding expert witness preparation, and inquiries regarding wave analysis experts.                                                                                                                                                                | JBM             | 0.50         | 297.50            |
| 26-Dec-19                   | Begin drafting the Response to the Motion for Partial Summary Judgment in format for filing.                                                                                                                                                                                     | CAL             | 0.90         | 450.00            |
| 27-Dec-19                   | Additional work re: experts and defense of Motion for Partial SJ.                                                                                                                                                                                                                | CAL             | 0.50         | 250.00            |
| <b>Total Services .....</b> |                                                                                                                                                                                                                                                                                  |                 |              | <b>\$8,919.50</b> |

074723 TOWN OF HILLSBORO BEACH, FLORIDA  
 0312732 CITY OF DEERFIELD BEACH, FLORIDA

As of December 31, 2019  
 Invoice Number 9526965

| <u>Date</u>                      | <u>Disbursements</u>                                                                                                            | <u>Value</u>      |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 11-Dec-19                        | TRANSPORTATION - CINDY A. LAQUIDARA: Airfare - round trip airfare to Ft. Lauderdale for Case Mgmt Conference. CL/5237           | 177.60            |
| Total for TRANSPORTATION         |                                                                                                                                 | 177.60            |
| 11-Dec-19                        | HOTEL - CINDY A. LAQUIDARA: Lodging - Lodging at hotel for Case Mgmt Conference. CL/5237                                        | 202.27            |
| Total for HOTEL                  |                                                                                                                                 | 202.27            |
| 10-Dec-19                        | MEALS - CINDY A. LAQUIDARA: Dinner - Dinner at hotel on 12/10/19 at Red Door Asian Bistro. CL/5237                              | 25.00             |
| Total for MEALS                  |                                                                                                                                 | 25.00             |
| 11-Dec-19                        | PARKING - CINDY A. LAQUIDARA: Parking - airport parking for travel to Case Mgmt Conference. CL/5237                             | 20.13             |
| Total for PARKING                |                                                                                                                                 | 20.13             |
| 10-Dec-19                        | OTHER TRAVEL EXPENSES - CINDY A. LAQUIDARA: Taxi/Car Service - Taxi fare from FLL to hotel. CL/5237                             | 23.95             |
| 11-Dec-19                        | OTHER TRAVEL EXPENSES - CINDY A. LAQUIDARA: Mileage - round trip mileage to airport for travel to Case Mgmt Conference. CL/5237 | 42.92             |
| Total for OTHER TRAVEL EXPENSES  |                                                                                                                                 | 66.87             |
| 16-Dec-19                        | OTHER CHARGES - KLDISCOVERY LLC - Document Review, hosting and Collaboration to assist with case team.. DR/4461                 | 3,659.35          |
| Total for OTHER CHARGES          |                                                                                                                                 | 3,659.35          |
| <b>Total Disbursements .....</b> |                                                                                                                                 | <b>\$4,151.22</b> |

074723 TOWN OF HILLSBORO BEACH, FLORIDA  
0312732 CITY OF DEERFIELD BEACH, FLORIDA

As of December 31, 2019  
Invoice Number 9526965

| <u>Initial</u> | <u>Name</u>     | <u>Hours</u> | <u>Amount</u> |
|----------------|-----------------|--------------|---------------|
| AAS            | A. A. SAWYER    | 0.20         | 110.00        |
| CAL            | C. A. LAQUIDARA | 12.30        | 6,150.00      |
| J H            | J. HIGGINBOTHAM | 1.90         | 475.00        |
| JBM            | J. B. MACDONALD | 0.50         | 297.50        |
| PLK            | P. L. KOBAK     | 3.70         | 1,887.00      |
| Total          |                 | 18.60        | \$8,919.50    |

## Sherry D. Henderson

---

**From:** Sherry D. Henderson  
**Sent:** Thursday, August 27, 2020 9:41 AM  
**To:** Mayor Deb Tarrant; Mac Serda, Town Manager  
**Subject:** Akerman Invoice #9526965  
**Attachments:** Akerman - Invoice 9526965 \$13,070.72.pdf

Good Morning Mac & Mayor Tarrant:

I realize we have a very dated Akerman invoice on the Sept 1, 2020 Commission Agenda for approval. I apologize, I inadvertently overlooked this email when it was originally sent to the Clerk's Office. I recently noticed the invoice was not processed for payment. Again, I apologize for my oversight.

- Akerman Invoice #9526965 \$13,070.72

Respectfully,  
Sherry D. Henderson, CMC **TOWN CLERK**  
**TOWN OF HILLSBORO BEACH, FLORIDA**

---

**From:** djoseph@townofhillsborobeach.com <djoseph@townofhillsborobeach.com>  
**Sent:** Wednesday, August 26, 2020 12:22 PM  
**To:** 'Sherry D. Henderson' <shenderson@townofhillsborobeach.com>  
**Subject:** FW: (CivicClerk) Akerman Invoice #9526965

fyi

---

**From:** Sherry D. Henderson <[shenderson@townofhillsborobeach.com](mailto:shenderson@townofhillsborobeach.com)>  
**Sent:** Tuesday, August 4, 2020 1:32 PM  
**To:** Daniela Joseph <[djoseph@townofhillsborobeach.com](mailto:djoseph@townofhillsborobeach.com)>  
**Subject:** (CivicClerk) Akerman Invoice #9526965

Hi Daniela:  
Please upload the attached Akerman Invoice to CivicClerk for Sept 1, 2020 Commission Meeting.  
Thankyou.

Respectfully,  
Sherry D. Henderson, CMC **TOWN CLERK**  
**TOWN OF HILLSBORO BEACH, FLORIDA**

---

**From:** Melissa Augustin <[MAugustin@gorencherof.com](mailto:MAugustin@gorencherof.com)>  
**Sent:** Wednesday, January 15, 2020 12:39 PM  
**To:** [shenderson@townofhillsborobeach.com](mailto:shenderson@townofhillsborobeach.com)  
**Cc:** Mac Serda ([mserda@townofhillsborobeach.com](mailto:mserda@townofhillsborobeach.com)) <[mserda@townofhillsborobeach.com](mailto:mserda@townofhillsborobeach.com)>; Donald J. Doody <[DDoody@gorencherof.com](mailto:DDoody@gorencherof.com)>  
**Subject:** Akerman Invoice Date 1/13/2020

Dear Sherry,  
Attached please find an invoice we received from Akerman.

Thank you,

Missy

#

Melissa Augustin

Legal Assistant to Donald J. Doody and Sean M. Swartz



3099 East Commercial Boulevard, Suite 200

Fort Lauderdale, Florida 33308

Telephone: (954) 771-4500 x 5041 | (561) 276-9400 x 5041 | Fax: (954) 771-4923

Email: [MAugustin@gorencherof.com](mailto:MAugustin@gorencherof.com) | [www.GorenCherof.com](http://www.GorenCherof.com)

Offices in Fort Lauderdale and Delray Beach, Florida.

**FRAUD ALERT – WE DO NOT ACCEPT OR REQUEST CHANGES TO WIRING INSTRUCTIONS VIA EMAIL OR FAX. ALWAYS CALL OUR OFFICE TO VERIFY.**

Disclaimer: This E-Mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. The information contained in this E-Mail is intended only for use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you receive this E-Mail in error, please notify the sender immediately at the phone number above and delete the information from your computer. Please do not copy or use it for any purpose nor disclose its contents to any other person.



**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** 78956  
Date 07/31/2020

Project **179902 HILLSBORO BEACH BUILDING  
CODE**

Billing period through July 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<br>Amount | Prior<br>Billed | Current<br>Billed |
|--------------------------------------|--------------------|-----------------|-------------------|
| <b>65-100 BUILDING CODE SERVICES</b> | 0.00               | 674,788.48      | 32,913.62         |
| Total                                | 0.00               | 674,788.48      | 32,913.62         |

Invoice total **32,913.62**

**Aging Summary**

| Invoice Number | Invoice Date | Outstanding | Current   | Over 30 | Over 60 | Over 90 | Over 120 |
|----------------|--------------|-------------|-----------|---------|---------|---------|----------|
| 78956          | 07/31/2020   | 32,913.62   | 32,913.62 |         |         |         |          |
|                | Total        | 32,913.62   | 32,913.62 | 0.00    | 0.00    | 0.00    | 0.00     |



## The Town of Hillsboro Beach All Fees Collected

Start Date: 7/1/2020

End Date: 7/31/2020

|     | Permit Fees  | Town Revenue | Fire Fees | Zoning Fees | Admin Fees | CGA Revenue | BORA       | DBPR       | DCA        |
|-----|--------------|--------------|-----------|-------------|------------|-------------|------------|------------|------------|
| MTD | \$38,339.55  | \$5,750.93   | \$0.00    | \$2100.00   | \$325.00   | \$32,588.62 | \$774.64   | \$432.61   | \$307.79   |
| YTD | \$280,380.28 | \$42,057.04  | \$3050.00 | \$3900.00   | \$825.00   | 238,323.24  | \$4,773.25 | \$2,805.77 | \$2,101.99 |

GOREN, CHEROF, DOODY & EZROL, P.A.  
Attorneys at Law  
3099 East Commercial Boulevard  
Suite 200  
Fort Lauderdale, Florida 33308  
Telephone (954) 771-4500

TOWN OF HILLSBORO BEACH  
1210 Hillsboro Mile  
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1  
08/04/2020  
ACCOUNT NO: 1182-0606490  
STATEMENT NO: 32278

**General Matters**

|            |     |                                                                                                                                                                               | HOURS |
|------------|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 06/01/2020 | SMS | review of county model ordinance related to sea wall height                                                                                                                   | 0.30  |
| 06/29/2020 | DJD | Telephone conference call with Town Manager re: Agenda items and beach; revise Seawall Ordinance.                                                                             | 1.50  |
| 06/30/2020 | SMS | research on ordinance to prohibit motorized watercrafts within the buoy designated swimming area                                                                              | 1.10  |
|            | DJD | Address Agenda items; telephone conference with Town Manager.                                                                                                                 | 1.70  |
| 07/01/2020 | DJD | Prepare items for agenda; Review email from Jackie Brower; Review email from Tim Blackenship; prepare resolutions; review contracts.                                          | 2.20  |
| 07/02/2020 | DJD | Review issues with 951 Hillsboro Mile; Telephone conference call with Town Commissioners; review Quasi-Judicial Notes.                                                        | 1.60  |
| 07/06/2020 | DJD | Review agenda items; telephone conference call with Nectaria Chakas, Esq.; telephone conference call with members of the Town Commission.                                     | 2.40  |
| 07/07/2020 | DJD | Prepare for and attend Town Commission meeting.                                                                                                                               | 5.80  |
| 07/08/2020 | DJD | Post commission follow-up; review potential amendment to code re: code enforcement; prepare Development Orders; Telephone conference with Town Manager; review demand letter. | 2.20  |
| 07/09/2020 | DJD | Finalize Development Order; review emails from Ulysses Sheffield of PGCS claim services.                                                                                      | 0.60  |
| 07/15/2020 | DJD | Address inquiry from Town Manager relative to employee health related issues.                                                                                                 | 0.30  |
| 07/16/2020 | JAC | Review COVID-19 sickleave issue; research and respond to and telephone conference with manager regarding same                                                                 | 1.20  |
| 07/20/2020 | SMS | review Original Agreement with Limousines of South Florida for possible extension/new agreement                                                                               | 0.40  |
|            | DJD | Review Agreement with LSF; review Water Billing and Delinquency Policy.                                                                                                       | 0.70  |
|            | JAC | Follow up research for town manager regarding COVID-19 city employee policies and procedures                                                                                  | 0.80  |
| 07/21/2020 | SMS | research on discontinuance of water service and method                                                                                                                        | 1.20  |
|            | DJD | Telephone conference call with Town Manager; Review Water Policy.                                                                                                             | 0.80  |



TOWN OF HILLSBORO BEACH

Page: 2  
08/04/2020  
ACCOUNT NO: 1182-0606490  
STATEMENT NO: 32278

General Matters

|            |                                                                                                        | HOURS |          |
|------------|--------------------------------------------------------------------------------------------------------|-------|----------|
|            | JAC Follow up with CityManager regarding COVID-19 workplace policies and send draft policy for review. | 1.10  |          |
| 07/22/2020 | SMS research on requirements for shutting off water for delinquent payments                            | 0.40  |          |
| 07/23/2020 | DJD Address Agenda for Special Meeting.                                                                | 0.50  |          |
| 07/27/2020 | DJD Prepare Resolutions; prepare for Special Meeting.                                                  | 1.20  |          |
| 07/28/2020 | DJD Prepare for and attend Virtual Special Meeting; review Public Record Request.                      | 2.60  |          |
|            | FOR CURRENT SERVICES RENDERED                                                                          | 30.60 | 6,885.00 |

| RECAPITULATION  |       |             |          |
|-----------------|-------|-------------|----------|
| TIMEKEEPER      | HOURS | HOURLY RATE | TOTAL    |
| JAMES A. CHEROF | 3.10  | \$225.00    | \$697.50 |
| D.J. DOODY      | 24.10 | 225.00      | 5,422.50 |
| SEAN M. SWARTZ  | 3.40  | 225.00      | 765.00   |

|                                |                   |
|--------------------------------|-------------------|
| Photocopies                    | 150.50            |
| TOTAL EXPENSES THRU 07/31/2020 | 150.50            |
| TOTAL CURRENT WORK             | 7,035.50          |
| BALANCE DUE                    | <u>\$7,035.50</u> |

GOREN, CHEROF, DOODY & EZROL, P.A.  
Attorneys at Law  
3099 East Commercial Boulevard  
Suite 200  
Fort Lauderdale, Florida 33308  
Telephone (954) 771-4500

TOWN OF HILLSBORO BEACH  
1210 Hillsboro Mile  
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1  
08/04/2020  
ACCOUNT NO: 1182-1200986  
STATEMENT NO: 32279

Deerfield Beach

|            |     |                                                                                                                           | HOURS |          |
|------------|-----|---------------------------------------------------------------------------------------------------------------------------|-------|----------|
| 07/01/2020 | DJD | Telephone conference call with Tim Perry.                                                                                 | 0.20  |          |
| 07/08/2020 | DJD | Review revised Settlement Agreement.                                                                                      | 0.60  |          |
| 07/09/2020 | DJD | Continued review of proposed Settlement Agreement.                                                                        | 1.20  |          |
| 07/10/2020 | DJD | Telephone conference call with Town Commission Members re: Settlement Agreement; review comments to Settlement Agreement. | 2.30  |          |
| 07/13/2020 | DJD | Review Agreement; telephone conference call with Attorneys; telephone conference call with Mayor and legal team.          | 2.60  |          |
| 07/14/2020 | DJD | Review of possible outcomes.                                                                                              | 0.30  |          |
| 07/15/2020 | DJD | Prepare for and participate in shade session.                                                                             | 2.60  |          |
| 07/16/2020 | DJD | Address settlement related issues.                                                                                        | 1.10  |          |
| 07/20/2020 | DJD | Review updates.                                                                                                           | 0.20  |          |
| 07/21/2020 | DJD | Review Blakenship email and Perry emails.                                                                                 | 0.30  |          |
| 07/22/2020 | DJD | Telephone conference with Cindy Laquidara; review e-mails.                                                                | 0.40  |          |
| 07/23/2020 | DJD | Address issue of Tim Perry transition.                                                                                    | 0.40  |          |
| 07/27/2020 | DJD | Telephone conference call with Cindy Laquidara; telephone conference call with Tim Perry; review e-mails.                 | 0.80  |          |
| 07/28/2020 | DJD | Review e-mails.                                                                                                           | 0.40  |          |
| 07/30/2020 | DJD | Review emails.                                                                                                            | 0.40  |          |
| 07/31/2020 | DJD | Review revised Settlement Agreement. Participate in conference call.                                                      | 1.40  |          |
|            |     | FOR CURRENT SERVICES RENDERED                                                                                             | 15.20 | 3,420.00 |

|                   |              |                    |              |
|-------------------|--------------|--------------------|--------------|
| RECAPITULATION    |              |                    |              |
| <u>TIMEKEEPER</u> | <u>HOURS</u> | <u>HOURLY RATE</u> | <u>TOTAL</u> |
| D.J. DOODY        | 15.20        | \$225.00           | \$3,420.00   |

TOWN OF HILLSBORO BEACH

Deerfield Beach

Page: 2  
08/04/2020  
ACCOUNT NO: 1182-1200986  
STATEMENT NO: 32279

|                                |                   |
|--------------------------------|-------------------|
| Photocopies                    | 10.85             |
| TOTAL EXPENSES THRU 07/31/2020 | 10.85             |
| TOTAL CURRENT WORK             | 3,430.85          |
| BALANCE DUE                    | <u>\$3,430.85</u> |

GOREN, CHEROF, DOODY & EZROL, P.A.  
Attorneys at Law  
3099 East Commercial Boulevard  
Suite 200  
Fort Lauderdale, Florida 33308  
Telephone (954) 771-4500

TOWN OF HILLSBORO BEACH  
1210 Hillsboro Mile  
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1  
08/04/2020  
ACCOUNT NO: 1182-1200989  
STATEMENT NO: 32280

Purchase from Winter Sun Investments LLC  
1205 and 1206 Hillsboro Mile, Hillsboro Beach FL

|            |     |                                                                                                    | HOURS |        |
|------------|-----|----------------------------------------------------------------------------------------------------|-------|--------|
| 07/06/2020 | DJD | Telephone conference call with David Hardin, Esq.                                                  | 0.30  |        |
| 07/08/2020 | DJD | Telephone conference call with David Hardin.                                                       | 0.30  |        |
| 07/10/2020 | DJD | Telephone conference call with David Hardin, Esq.; Telephone conference call with Mario Sotolongo. | 0.40  |        |
| 07/20/2020 | DJD | Telephone conference call with David Hardin.                                                       | 0.50  |        |
| 07/23/2020 | DJD | Receipt and review of proposed 4th Amendment to Purchase and Sale Agreement.                       | 0.70  |        |
| 07/27/2020 | RLL | Review terms contained in fourth amendment to purchase and sale agreement.                         | 0.30  |        |
| 07/28/2020 | DJD | Prepare for Special Meeting.                                                                       | 0.70  |        |
| 07/29/2020 | DJD | Address proposed 4th Amendment with counsel for Winter Sun.                                        | 0.80  |        |
|            |     | FOR CURRENT SERVICES RENDERED                                                                      | 4.00  | 870.00 |

| RECAPITULATION    |              | TOTAL              |
|-------------------|--------------|--------------------|
| <u>TIMEKEEPER</u> | <u>HOURS</u> | <u>HOURLY RATE</u> |
| D.J. DOODY        | 3.70         | \$225.00           |
| RACHEL L LEACH    | 0.30         | 125.00             |
|                   |              | 37.50              |

|                                |        |
|--------------------------------|--------|
| Photocopies                    | 1.05   |
| TOTAL EXPENSES THRU 07/31/2020 | 1.05   |
| TOTAL CURRENT WORK             | 871.05 |

|             |          |
|-------------|----------|
| BALANCE DUE | \$871.05 |
|-------------|----------|

GOREN, CHEROF, DOODY & EZROL, P.A.  
Attorneys at Law  
3099 East Commercial Boulevard  
Suite 200  
Fort Lauderdale, Florida 33308  
Telephone (954) 771-4500

TOWN OF HILLSBORO BEACH  
1210 Hillsboro Mile  
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1  
08/04/2020  
ACCOUNT NO: 1182-1200991  
STATEMENT NO: 32281

adv. State of Florida (Bond Validation 2020)

|            |     |                                                                                                                                                                                                                                                   | HOURS |
|------------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 06/29/2020 | DJD | Address issue of potential appeal.                                                                                                                                                                                                                | 1.20  |
| 06/30/2020 | DJD | Address potential appeal.                                                                                                                                                                                                                         | 1.30  |
| 07/01/2020 | GB  | Telephone conference call with DJD regarding final order. Telephone conference call with Court regarding Final Order.                                                                                                                             | 0.40  |
| 07/06/2020 | DJD | Address potential appeal.                                                                                                                                                                                                                         | 0.60  |
| 07/07/2020 | GB  | Telephone conference call and emails with DJD regarding final orders. Calendared notice of appeal due date.                                                                                                                                       | 0.50  |
|            | DJD | Address Appeal; telephone conference call with Cindy Laquidara and Joe Goldstein; exchange of emails.                                                                                                                                             | 1.40  |
| 07/08/2020 | DJD | Address issues associated with appeal.                                                                                                                                                                                                            | 1.50  |
| 07/09/2020 | MDC | Review rules of appellate procedures, prepare notice of appeal per DJD.                                                                                                                                                                           | 0.40  |
|            | DJD | Address appeal of trial court's decision.                                                                                                                                                                                                         | 0.60  |
| 07/10/2020 | MDC | Miscellaneous telephone call with DJD, review and research rules and grounds for potential motion for rehearing; review case law and forward information to DJD.                                                                                  | 0.80  |
|            | DJD | Address Appeal.                                                                                                                                                                                                                                   | 1.30  |
| 07/13/2020 | DJD | Review proposal from Akerman.                                                                                                                                                                                                                     | 0.40  |
| 07/14/2020 | DJD | Review proposals; Telephone conference call with Cindy Laquidara; Telephone conference call with Mayor and Town Manager; Telephone conference call with Joe Goldstein; Telephone conference call with Mark Raymond; Initial review of transcript. | 2.40  |
| 07/21/2020 | DJD | Telephone conference call with Greg Stewart; Telephone conference call with Mark Raymond.                                                                                                                                                         | 0.50  |
| 07/22/2020 | DJD | Prepare Notice of Appeal filing; telephone conference call with Commission Member; telephone conference call with Town Manager.                                                                                                                   | 1.50  |
|            | MDC | Continue reviewing rules and form of Notice of Appeal                                                                                                                                                                                             | 0.30  |
| 07/23/2020 | DJD | Address Notice of Appeal.                                                                                                                                                                                                                         | 0.40  |
| 07/24/2020 | CLD | Filed Notice of Appeal to Florida Supreme Court; phone calls to/from                                                                                                                                                                              |       |



## TOWN OF HILLSBORO BEACH

Page: 2  
08/04/2020  
ACCOUNT NO: 1182-1200991  
STATEMENT NO: 32281

adv. State of Florida (Bond Validation 2020)

|            |                                                                                                                                                                                                                                                             | HOURS |          |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----------|
|            | Broward Clerk's office, Florida Supreme Court Chief Deputy Clerk, DJD;<br>drafted email to Broward Clerk.                                                                                                                                                   | 0.80  |          |
| IR         | Receipt and review of the Town of Hillsboro Beach's Notice of Appeal to the<br>Florida Supreme Court, to appeal the Court's Final Order and Final<br>Judgment entered June 26, 2020; preparation of tickler, in compliance with<br>Florida Appellate Rules; | 0.20  |          |
| DJD        | Telephone conference call with Broward County Clerk of Courts Office;<br>telephone conference call with Counsel for Clerk of Court; process Notice<br>of Appeal.                                                                                            | 2.80  |          |
| 07/29/2020 | DJD Telephone conference call with Greg Stewart, Esq; Address filing fee.                                                                                                                                                                                   | 0.50  |          |
| 07/30/2020 | DJD Review emails; Telephone conference call with Stephen Bloom.                                                                                                                                                                                            | 0.50  |          |
|            | FOR CURRENT SERVICES RENDERED                                                                                                                                                                                                                               | 20.30 | 4,467.50 |

## RECAPITULATION

| TIMEKEEPER         | HOURS | HOURLY RATE | TOTAL      |
|--------------------|-------|-------------|------------|
| D.J. DOODY         | 16.90 | \$225.00    | \$3,802.50 |
| MICHAEL D. CIRULLO | 1.50  | 225.00      | 337.50     |
| GAL BETESH         | 0.90  | 225.00      | 202.50     |
| CYNTHIA L. DUNN    | 0.80  | 125.00      | 100.00     |
| INGRID RIERA       | 0.20  | 125.00      | 25.00      |

|                                |      |
|--------------------------------|------|
| Photocopies                    | 4.20 |
| TOTAL EXPENSES THRU 07/31/2020 | 4.20 |

|            |                                             |            |
|------------|---------------------------------------------|------------|
| 07/27/2020 | Clerk of the Court - E-Filing - 110736925   | 105.00     |
|            |                                             | 105.00     |
| 07/14/2020 | Prestige Reporting Service - Invoice 101451 | 984.80     |
|            |                                             | 984.80     |
|            | TOTAL ADVANCES THRU 07/31/2020              | 1,089.80   |
|            | TOTAL CURRENT WORK                          | 5,561.50   |
|            | BALANCE DUE                                 | \$5,561.50 |

GOREN, CHEROF, DOODY & EZROL, P.A.  
 Attorneys at Law  
 3099 East Commercial Boulevard  
 Suite 200  
 Fort Lauderdale, Florida 33308  
 Telephone (954) 771-4500

TOWN OF HILLSBORO BEACH  
 1210 Hillsboro Mile  
 Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1

08/04/2020

ACCOUNT NO: 1182-1200992  
 STATEMENT NO: 32282

adv. David Pratt (Seagrape Revocable Trust) Appeal

|            |     |                                                                         | HOURS |          |
|------------|-----|-------------------------------------------------------------------------|-------|----------|
| 07/14/2020 | SMS | draft/revise response to writ                                           | 2.10  |          |
| 07/16/2020 | SMS | draft/revise Response to Writ                                           | 0.80  |          |
| 07/27/2020 | SMS | draft/revise response to Writ                                           | 0.80  |          |
| 07/29/2020 | SMS | draft revise response to writ and correspondences related to submission | 0.40  |          |
| 07/31/2020 | SMS | revise/draft/review response to writ                                    | 0.40  |          |
|            |     | FOR CURRENT SERVICES RENDERED                                           | 4.50  | 1,012.50 |

| TIMEKEEPER     |  | RECAPITULATION |             | TOTAL      |
|----------------|--|----------------|-------------|------------|
|                |  | HOURS          | HOURLY RATE |            |
| SEAN M. SWARTZ |  | 4.50           | \$225.00    | \$1,012.50 |

TOTAL CURRENT WORK 1,012.50

BALANCE DUE \$1,012.50

GOREN, CHEROF, DOODY & EZROL, P.A.  
Attorneys at Law  
3099 East Commercial Boulevard  
Suite 200  
Fort Lauderdale, Florida 33308  
Telephone (954) 771-4500

TOWN OF HILLSBORO BEACH  
1210 Hillsboro Mile  
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1  
08/25/2020  
ACCOUNT NO: 1182-0606490  
STATEMENT NO: 32468

**General Matters**

|            |     |                                                                                                                                                              | HOURS |          |
|------------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----------|
| 08/04/2020 | DJD | Review emails.                                                                                                                                               | 0.30  |          |
| 08/06/2020 | DJD | Address personal injury claim.                                                                                                                               | 0.50  |          |
| 08/11/2020 | DJD | Review proposed ILA with Deerfield Beach; telephone conference call with Town Manager.                                                                       | 0.70  |          |
| 08/12/2020 | DJD | Prepare for Special Meeting.                                                                                                                                 | 1.40  |          |
| 08/13/2020 | DJD | Prepare for and attend via zoom special meeting of Town Commission; revision to DBFD contract; review emails.                                                | 1.80  |          |
| 08/17/2020 | DJD | Review revisions to ILA with Deerfield for fire services.                                                                                                    | 0.40  |          |
| 08/18/2020 | DJD | Review ILA with Deerfield for Fire Services. Telephone conference call with Town Manager.                                                                    | 0.80  |          |
| 08/19/2020 | DJD | Telephone conference call with Deerfield City Manager and City Attorney Re: ILA; Telephone conference call with Town Manager; review public records request. | 1.80  |          |
| 08/20/2020 | DJD | Address agenda items; Review Town Manager Employment Agreement.                                                                                              | 0.60  |          |
| 08/21/2020 | SMS | research related to enforcement of prohibited watercraft zone                                                                                                | 1.20  |          |
|            | DJD | Telephone conference call with Town Manager Re: agenda items; revise Seawall Ordinance and Resolution. Review minutes.                                       | 2.30  |          |
| 08/24/2020 | DJD | Telephone conference call with Assistant County Attorney re: Amendment to County Land Use Plan; Review documentation.                                        | 0.80  |          |
|            |     | FOR CURRENT SERVICES RENDERED                                                                                                                                | 12.60 | 2,835.00 |

| RECAPITULATION |       |             |            |
|----------------|-------|-------------|------------|
| TIMEKEEPER     | HOURS | HOURLY RATE | TOTAL      |
| D.J. DOODY     | 11.40 | \$225.00    | \$2,565.00 |
| SEAN M. SWARTZ | 1.20  | 225.00      | 270.00     |



TOWN OF HILLSBORO BEACH

General Matters

Page: 2  
08/25/2020  
ACCOUNT NO: 1182-0606490  
STATEMENT NO: 32468

TOTAL EXPENSES THRU 08/24/2020

5.95

TOTAL CURRENT WORK

2,840.95

BALANCE DUE

\$2,840.95

GOREN, CHEROF, DOODY & EZROL, P.A.  
Attorneys at Law  
3099 East Commercial Boulevard  
Suite 200  
Fort Lauderdale, Florida 33308  
Telephone (954) 771-4500

TOWN OF HILLSBORO BEACH  
1210 Hillsboro Mile  
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1  
08/25/2020  
ACCOUNT NO: 1182-1200986  
STATEMENT NO: 32469

**Deerfield Beach**

|            |     |                                                                                           | HOURS |        |
|------------|-----|-------------------------------------------------------------------------------------------|-------|--------|
| 08/10/2020 | DJD | Review emails.                                                                            | 0.20  |        |
| 08/17/2020 | DJD | Review emails; telephone conference call with Cindy Laquidara.                            | 0.40  |        |
| 08/20/2020 | DJD | Address status of settlement.                                                             | 0.30  |        |
| 08/21/2020 | DJD | Telephone conference call with Tim Perry; Telephone conference call with Cindy Laquidara. | 0.30  |        |
|            |     | FOR CURRENT SERVICES RENDERED                                                             | 1.20  | 270.00 |

|                   | RECAPITULATION |              |                    |
|-------------------|----------------|--------------|--------------------|
| <u>TIMEKEEPER</u> |                | <u>HOURS</u> | <u>HOURLY RATE</u> |
| D.J. DOODY        |                | 1.20         | \$225.00           |
|                   |                |              | <u>\$270.00</u>    |

**TOTAL CURRENT WORK** **270.00**

**BALANCE DUE** **\$270.00**

GOREN, CHEROF, DOODY & EZROL, P.A.  
Attorneys at Law  
3099 East Commercial Boulevard  
Suite 200  
Fort Lauderdale, Florida 33308  
Telephone (954) 771-4500

TOWN OF HILLSBORO BEACH  
1210 Hillsboro Mile  
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

ACCOUNT NO:  
STATEMENT NO:

Page: 1  
08/25/2020  
1182-1200989  
32470

Purchase from Winter Sun Investments LLC  
1205 and 1206 Hillsboro Mile, Hillsboro Beach FL

|            |     |                                                                                                                           | HOURS |          |
|------------|-----|---------------------------------------------------------------------------------------------------------------------------|-------|----------|
| 08/04/2020 | RLL | Contact two appraiser companies who prepared previous appraisals on property and request updated appraisals.              | 0.40  |          |
|            | DJD | Address status of appraisals.                                                                                             | 0.40  |          |
| 08/05/2020 | RLL | Review proposal for updated appraisal from Anderson/Carr.                                                                 | 0.30  |          |
| 08/06/2020 | DJD | Conference with Mayor and Town Manager; transmittal of email.                                                             | 0.50  |          |
| 08/07/2020 | DJD | Receipt and review of revised Fourth Amendment.                                                                           | 0.70  |          |
| 08/10/2020 | SMS | call related to Fourth Amendment to PSA with Winter Sun counsel                                                           | 0.30  |          |
|            | DJD | Review proposed 4th Amendment; Telephone conference call with David Hardin; Telephone conference call with Mayor Tarrant. | 1.30  |          |
| 08/11/2020 | DJD | Telephone conference with David Hardin; telephone conference with Town Commission Members.                                | 1.40  |          |
| 08/12/2020 | DJD | Telephone conference with Town Commissioner; review emails.                                                               | 0.80  |          |
| 08/13/2020 | DJD | Process execution of 4th Amendment.                                                                                       | 0.40  |          |
|            |     | FOR CURRENT SERVICES RENDERED                                                                                             | 6.50  | 1,392.50 |

| RECAPITULATION    |              |                    |              |
|-------------------|--------------|--------------------|--------------|
| <u>TIMEKEEPER</u> | <u>HOURS</u> | <u>HOURLY RATE</u> | <u>TOTAL</u> |
| D.J. DOODY        | 5.50         | \$225.00           | \$1,237.50   |
| SEAN M. SWARTZ    | 0.30         | 225.00             | 67.50        |
| RACHEL L LEACH    | 0.70         | 125.00             | 87.50        |

|                                |      |
|--------------------------------|------|
| Photocopies                    | 2.10 |
| TOTAL EXPENSES THRU 08/24/2020 | 2.10 |

TOTAL CURRENT WORK 1,394.60

BALANCE DUE \$1,394.60

GOREN, CHEROF, DOODY & EZROL, P.A.  
Attorneys at Law  
3099 East Commercial Boulevard  
Suite 200  
Fort Lauderdale, Florida 33308  
Telephone (954) 771-4500

TOWN OF HILLSBORO BEACH  
1210 Hillsboro Mile  
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1  
08/25/2020  
ACCOUNT NO: 1182-1200991  
STATEMENT NO: 32471

adv. State of Florida (Bond Validation 2020)

|            |     |                                                                                                                                      | HOURS |          |
|------------|-----|--------------------------------------------------------------------------------------------------------------------------------------|-------|----------|
| 08/03/2020 | DJD | Review Motion for Extension of Time.                                                                                                 | 0.40  |          |
| 08/05/2020 | DJD | Address status of appeal.                                                                                                            | 0.30  |          |
| 08/06/2020 | DJD | Telephone conference call with Greg Stewart; participate in conference call.                                                         | 1.40  |          |
| 08/10/2020 | GB  | Emails with DJD regarding documents for Client. Reviewed file for documents requested.                                               | 0.70  |          |
| 08/17/2020 | DJD | Address request for information from Greg Stewart.                                                                                   | 0.80  |          |
| 08/24/2020 | GB  | Emails with DJD regarding documents needed by appellate attorney. Reviewed file for documents requested and produced said documents. | 0.30  |          |
|            | DJD | Respond to and produce documents to Greg Stewart; review emails.                                                                     | 1.00  |          |
|            |     | FOR CURRENT SERVICES RENDERED                                                                                                        | 4.90  | 1,102.50 |

|            | RECAPITULATION |             |          |
|------------|----------------|-------------|----------|
| TIMEKEEPER | HOURS          | HOURLY RATE | TOTAL    |
| D.J. DOODY | 3.90           | \$225.00    | \$877.50 |
| GAL BETESH | 1.00           | 225.00      | 225.00   |

TOTAL CURRENT WORK 1,102.50

BALANCE DUE \$1,102.50

GOREN, CHEROF, DOODY & EZROL, P.A.  
Attorneys at Law  
3099 East Commercial Boulevard  
Suite 200  
Fort Lauderdale, Florida 33308  
Telephone (954) 771-4500

TOWN OF HILLSBORO BEACH  
1210 Hillsboro Mile  
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1  
08/25/2020  
ACCOUNT NO: 1182-1200992  
STATEMENT NO: 32472

**adv. David Pratt (Seagrape Revocable Trust) Appeal**

|            |     |                                                     | HOURS |          |
|------------|-----|-----------------------------------------------------|-------|----------|
| 08/03/2020 | DJD | Revisions to Brief.                                 | 1.40  |          |
| 08/04/2020 | SMS | review/revisions to Response to Writ                | 1.60  |          |
|            | DJD | Revisions to brief.                                 | 1.70  |          |
| 08/05/2020 | DJD | Revision to response brief.                         | 1.60  |          |
|            | SMS | draft/revise Response to Writ                       | 0.80  |          |
| 08/06/2020 | SMS | review/revise response to writ                      | 0.30  |          |
|            | DJD | Review and prepare for filing response to Petition. | 1.30  |          |
| 08/07/2020 | DJD | Finalize and file response brief.                   | 1.50  |          |
| 08/19/2020 | SMS | review order of extension                           | 0.20  |          |
|            |     | FOR CURRENT SERVICES RENDERED                       | 10.40 | 2,340.00 |

| RECAPITULATION |       |             |            |
|----------------|-------|-------------|------------|
| TIMEKEEPER     | HOURS | HOURLY RATE | TOTAL      |
| D.J. DOODY     | 7.50  | \$225.00    | \$1,687.50 |
| SEAN M. SWARTZ | 2.90  | 225.00      | 652.50     |

**TOTAL CURRENT WORK** **2,340.00**

**BALANCE DUE** **\$2,340.00**



# INVOICE

## Inframark, LLC

2002 West Grand Parkway North  
Suite 100  
Katy TX 77449  
United States

**INVOICE#**

#54429

**CUSTOMER ID**

C1312

**PO#****DATE**

08/13/2020

**NET TERMS**

Net 30

**DUE DATE**

09/12/2020

**BILL TO**

Town of Hillsboro Beach  
1210 Hillsboro Mile  
Hillsboro Beach FL 33062  
United States

Services provided for the Month of: August

| DESCRIPTION                                              | QTY | UOM | RATE     | AMOUNT   |
|----------------------------------------------------------|-----|-----|----------|----------|
| Accounting Services for the Month of: August 2020        |     |     |          |          |
| Financial Accounting Service 001-532004-51308-5000       | 1   | Ea  | 7,242.42 | 7,242.42 |
| Postage 001-541010-51307-5000                            | 1   | Ea  | 94.60    | 94.60    |
| Storage 001-544025-51307-5000                            | 1   | Ea  | 11.10    | 11.10    |
| Stephanie Rehe: 6-18-2020 Office Depot - Binders \$86.60 | 1   | Ea  | 86.60    | 86.60    |
| <b>Subtotal</b>                                          |     |     |          | 7,434.72 |

|                  |            |
|------------------|------------|
| <b>Subtotal</b>  | \$7,434.72 |
| <b>Tax</b>       | \$0.00     |
| <b>Total Due</b> | \$7,434.72 |

**Remit To:**

Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

Please include CUSTOMER ID and the Invoice number on the check stub of your payment



Invoice Date: 6/30/2020  
Date Invoice Submitted: 7/2/2020  
Invoice #: 20-0630-26  
Account: 32-TOWNH

TO: TOWN OF HILLSBORO BEACH  
1210 Hillsboro Mile  
Hillsboro Beach, FL 33062  
  
[inframark@avidbill.com](mailto:inframark@avidbill.com)

INVOICE

---

Transportation Services Provided  
For the month of  
Jun-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.<br>(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

June 2020

### Daily Passengers:

| Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|---------|-----------|----------|--------|----------|
| 74     |         | 51        |          | 78     |          |
| 70     |         | 75        |          | 82     |          |
| 76     |         | 76        |          | 81     |          |
| 80     |         | 76        |          | 83     |          |
| 55     |         |           |          |        |          |
|        |         |           |          |        |          |

0

Total Monthly Passengers:

957

### Daily Revenue Miles:

| Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|---------|-----------|----------|--------|----------|
| 110.0  |         | 110.0     |          | 109.0  |          |
| 110.0  |         | 109.0     |          | 109.0  |          |
| 110.0  |         | 109.0     |          | 111.0  |          |
| 110.0  |         | 109.0     |          | 110.0  |          |
| 110.0  |         |           |          |        |          |
|        |         |           |          |        |          |

0.0

Total Monthly Revenue Miles:

1426.0

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

8.3

Total Monthly Vehicle Miles: \*\*

1,731.5

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
|                | <u>AM - 1st day this month</u> | <u>PM - Last day this month</u> |
| Veh 1460       | 101,182                        | 103,115                         |
| Alt Veh # 1002 |                                |                                 |





Invoice Date: 4/30/2020

Date Invoice Submitted: 5/1/2020

Invoice #: 20-0430-26

Account: 32-TOWNII

TO: TOWN OF HILLSBORO BEACH  
1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

[inframark@avidbill.com](mailto:inframark@avidbill.com)

**INVOICE**

Transportation Services Provided  
For the month of  
Apr-20

**SHUTTLE BUS**

3 days a week 9:00am to 5:50pm (8.83/day)

|                 |                                                                   |    |          |
|-----------------|-------------------------------------------------------------------|----|----------|
| Mon - Wed - Fri | 114.79 Service Hrs. @ \$53.00/Hr.                                 | \$ | 6,083.87 |
|                 | 13 Svc Days @ 8.83 Svc Hrs/Day = 114.79 Svc Hrs.<br>(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

April 2020

### Daily Passengers:

| Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|---------|-----------|----------|--------|----------|
|        |         | 86        |          | 80     |          |
| 68     |         | 75        |          | 74     |          |
| 79     |         | 73        |          | 68     |          |
| 67     |         | 73        |          | 62     |          |
| 64     |         | 64        |          |        |          |
|        |         |           |          |        |          |

0

Total Monthly Passengers:

933

### Daily Revenue Miles:

| Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|---------|-----------|----------|--------|----------|
|        |         | 111.0     |          | 108.0  |          |
| 112.0  |         | 110.0     |          | 110.0  |          |
| 110.0  |         | 109.0     |          | 110.0  |          |
| 110.0  |         | 111.0     |          | 110.0  |          |
| 110.0  |         | 112.0     |          |        |          |
|        |         |           |          |        |          |

0.0

Total Monthly Revenue Miles:

1433.0

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

8.1

Total Monthly Vehicle Miles: \*\*

1,738.5

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
|                | <u>AM - 1st day this month</u> | <u>PM - Last day this month</u> |
| Veh 1460       | 97,262                         | 99,261                          |
| Alt Veh # 1002 |                                |                                 |

**Invoice**

4225 E. Conant Street  
 Long Beach CA 90808  
 (562) 590-6500

Mac Serda  
 Town Manager  
 Town of Hillsboro Beach  
 1210 Hillsboro Mile  
 Hillsboro Beach, Florida 33062

August 14, 2020

**Invoice No:** 753128

M&N Project 9225-02 Hillsboro Beach Coastal Engineering  
 Contract No. or Purchase Order No. :00000

**Professional Services from April 26, 2020 through July 25, 2020**

Phase 1 Construction Plans

| Tasks                       | Contract Amount | Percent Complete | Earned To Date | Previous Invoices | Current Invoice |
|-----------------------------|-----------------|------------------|----------------|-------------------|-----------------|
| 1a Construction Plans       | 33,800.00       | 100.00           | 33,800.00      | 33,800.00         | 0.00            |
| 1b Technical Specifications | 9,500.00        | 100.00           | 9,500.00       | 9,500.00          | 0.00            |
| 1c FDEP Submittal           | 2,200.00        | 90.00            | 1,980.00       | 1,980.00          | 0.00            |
| Total Fee                   | 45,500.00       |                  | 45,280.00      | 45,280.00         | 0.00            |
| <b>Total</b>                |                 |                  |                |                   | <b>0.00</b>     |
| <b>Total this Phase</b>     |                 |                  |                |                   | <b>0.00</b>     |

Phase 2 Bidding Assistance

| Tasks                   | Contract Amount | Percent Complete | Earned To Date | Previous Invoices | Current Invoice |
|-------------------------|-----------------|------------------|----------------|-------------------|-----------------|
| 2a Bid Documents        | 9,000.00        | 100.00           | 9,000.00       | 9,000.00          | 0.00            |
| 2b Bidding Assistance   | 6,790.00        | 100.00           | 6,790.00       | 6,790.00          | 0.00            |
| Total Fee               | 15,790.00       |                  | 15,790.00      | 15,790.00         | 0.00            |
| <b>Total</b>            |                 |                  |                |                   | <b>0.00</b>     |
| <b>Total this Phase</b> |                 |                  |                |                   | <b>0.00</b>     |

Phase 3 Construction Administration

Task a Construction Administration (T&M)

**Professional Personnel**

|                                                      | Hours | Rate   | Amount   |
|------------------------------------------------------|-------|--------|----------|
| Principal/Environmental Mngr<br>Blankenship, Timothy | 18.95 | 250.00 | 4,737.50 |

**Check Lockbox Account**

Payable to: Moffatt & Nichol  
 P.O. Box 51760  
 Los Angeles, CA 90051-0068  
[ClientPayments@moffattnichol.com](mailto:ClientPayments@moffattnichol.com)

**ACH Information**

Bank / Account Name: Union Bank / Moffatt & Nichol  
 Address: 400 California St. San Francisco, CA 94104  
 Account Number: 64963107  
 Fed Routing Number: 021052053

**Domestic Wire**

Acct No.: 4501065066  
 Routing No.: 122000496

**International Wire**

Acct No.: 4501065066  
 Swift Code: BOFCUS33MPK

|         |         |                                     |         |        |
|---------|---------|-------------------------------------|---------|--------|
| Project | 9225-02 | Hillsboro Beach Coastal Engineering | Invoice | 753128 |
|---------|---------|-------------------------------------|---------|--------|

|                                |       |        |          |
|--------------------------------|-------|--------|----------|
| Supervisory Engineer/Scientist |       |        |          |
| Brush, Christy                 | 2.80  | 200.00 | 560.00   |
| Eng II/Environmental Scientist |       |        |          |
| Brower, Jacqueline             | 4.50  | 139.00 | 625.50   |
| Word Processor                 |       |        |          |
| Caparro, Amanda                | 1.60  | 65.00  | 104.00   |
|                                | 27.85 |        | 6,027.00 |

**Total Labor 6,027.00**

|                |                |              |                |
|----------------|----------------|--------------|----------------|
|                | <b>Current</b> | <b>Prior</b> | <b>To-Date</b> |
| Total Billings | 6,027.00       | 21,592.50    | 27,619.50      |
| Limit          |                |              | 31,700.00      |
| Remaining      |                |              | 4,080.50       |

**Total this Task \$6,027.00**

Task b Volume Calculations

| Tasks                  | Contract Amount | Percent Complete | Earned To Date | Previous Invoices | Current Invoice |
|------------------------|-----------------|------------------|----------------|-------------------|-----------------|
| 3b Volume Calculations | 9,500.00        | 100.00           | 9,500.00       | 9,500.00          | 0.00            |
| Total Fee              | 9,500.00        |                  | 9,500.00       | 9,500.00          | 0.00            |
|                        | <b>Total</b>    |                  |                |                   | <b>0.00</b>     |

**Total this Task 0.00**

**Total this Phase \$6,027.00**

Phase 4 Resident Project Representative (T&M)

**Professional Personnel**

|                                | Hours | Rate   | Amount   |
|--------------------------------|-------|--------|----------|
| Supervisory Engineer/Scientist |       |        |          |
| Brush, Christy                 | .30   | 200.00 | 60.00    |
| Eng II/Environmental Scientist |       |        |          |
| Brower, Jacqueline             | 4.00  | 139.00 | 556.00   |
| Staff Engineer/Scientist       |       |        |          |
| Jonaitis, Lauren               | 43.35 | 95.00  | 4,118.25 |
|                                | 47.65 |        | 4,734.25 |

**Total Labor 4,734.25**

|                |                |              |                |
|----------------|----------------|--------------|----------------|
|                | <b>Current</b> | <b>Prior</b> | <b>To-Date</b> |
| Total Billings | 4,734.25       | 28,710.00    | 33,444.25      |
| Limit          |                |              | 44,700.00      |
| Remaining      |                |              | 11,255.75      |

**Total this Phase \$4,734.25**

Phase 5 Post-Construction Physical Monitoring

|                                                                                                                                                                                                                 |                                                                                                                                                                                                           |                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <a href="#">Check Lockbox Account</a><br>Payable to: Moffatt & Nichol<br>P.O. Box 51760<br>Los Angeles, CA 90051-0068<br><a href="mailto:ClientPayments@moffattnichol.com">ClientPayments@moffattnichol.com</a> | <a href="#">ACH Information</a><br>Bank / Account Name: Union Bank / Moffatt & Nichol<br>Address: 400 California St. San Francisco, CA 94104<br>Account Number: 64963107<br>Fed Routing Number: 021052053 | <a href="#">Domestic Wire</a><br>Acct No.: 4501065066<br>Routing No.: 122000496<br><a href="#">International Wire</a><br>Acct No.: 4501065066<br>Swift Code: BOFCUS33MPK |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                          |         |                                     |                  |                  |                   |                 |
|------------------------------------------|---------|-------------------------------------|------------------|------------------|-------------------|-----------------|
| Project                                  | 9225-02 | Hillsboro Beach Coastal Engineering |                  |                  | Invoice           | 753128          |
| Tasks                                    |         | Contract Amount                     | Percent Complete | Earned To Date   | Previous Invoices | Current Invoice |
| Post Construction Physical Monitoring Rp |         | 5,845.00                            | 100.00           | 5,845.00         | 5,845.00          | 0.00            |
| Total Fee                                |         | 5,845.00                            |                  | 5,845.00         | 5,845.00          | 0.00            |
|                                          |         | Total                               |                  |                  |                   | 0.00            |
|                                          |         |                                     |                  | Total this Phase |                   | 0.00            |

Phase 6 Environmental Permit Compliance  
Task a Pre-Construction Biological Surveys

|                                       |                        |                         |                        |                          |                        |
|---------------------------------------|------------------------|-------------------------|------------------------|--------------------------|------------------------|
| <b>Tasks</b>                          | <b>Contract Amount</b> | <b>Percent Complete</b> | <b>Earned To Date</b>  | <b>Previous Invoices</b> | <b>Current Invoice</b> |
| 6a Pre-Construction Biological Survey | 13,645.00              | 90.00                   | 12,280.50              | 12,280.50                | 0.00                   |
| Total Fee                             | 13,645.00              |                         | 12,280.50              | 12,280.50                | 0.00                   |
|                                       | <b>Total</b>           |                         |                        |                          | <b>0.00</b>            |
|                                       |                        |                         | <b>Total this Task</b> |                          | <b>0.00</b>            |

Task b Permit Compliance Documentation (T&M)

**Professional Personnel**

|                                                  |                |              |                         |                 |
|--------------------------------------------------|----------------|--------------|-------------------------|-----------------|
|                                                  | <b>Hours</b>   | <b>Rate</b>  | <b>Amount</b>           |                 |
| Supervisory Engineer/Scientist<br>Brush, Christy | .25            | 200.00       | 50.00                   |                 |
| Staff Engineer/Scientist<br>Jonaitis, Lauren     | 4.10           | 95.00        | 389.50                  |                 |
| Word Processor<br>Caparro, Amanda                | 1.10           | 65.00        | 71.50                   |                 |
|                                                  | 5.45           |              | 511.00                  |                 |
| <b>Total Labor</b>                               |                |              |                         | <b>511.00</b>   |
|                                                  | <b>Current</b> | <b>Prior</b> | <b>To-Date</b>          |                 |
| Total Billings                                   | 511.00         | 2,412.00     | 2,923.00                |                 |
| Limit                                            |                |              | 2,950.00                |                 |
| Remaining                                        |                |              | 27.00                   |                 |
|                                                  |                |              | <b>Total this Task</b>  | <b>\$511.00</b> |
|                                                  |                |              | <b>Total this Phase</b> | <b>\$511.00</b> |

Phase 7 FEMA Coordination

|                   |                        |                         |                       |                          |                        |
|-------------------|------------------------|-------------------------|-----------------------|--------------------------|------------------------|
| <b>Tasks</b>      | <b>Contract Amount</b> | <b>Percent Complete</b> | <b>Earned To Date</b> | <b>Previous Invoices</b> | <b>Current Invoice</b> |
| FEMA Coordination | 8,250.00               | 50.00                   | 4,125.00              | 4,125.00                 | 0.00                   |
| Total Fee         | 8,250.00               |                         | 4,125.00              | 4,125.00                 | 0.00                   |

|                                                                                                                                                                                                                 |                                                                                                                                                                                                           |                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <a href="#">Check Lockbox Account</a><br>Payable to: Moffatt & Nichol<br>P.O. Box 51760<br>Los Angeles, CA 90051-0068<br><a href="mailto:ClientPayments@moffattnichol.com">ClientPayments@moffattnichol.com</a> | <a href="#">ACH Information</a><br>Bank / Account Name: Union Bank / Moffatt & Nichol<br>Address: 400 California St. San Francisco, CA 94104<br>Account Number: 64963107<br>Fed Routing Number: 021052053 | <a href="#">Domestic Wire</a><br>Acct No.: 4501065066<br>Routing No.: 122000496<br><a href="#">International Wire</a><br>Acct No.: 4501065066<br>Swift Code: BOFCUS33MPK |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                               |         |                                     |         |             |
|-------------------------------|---------|-------------------------------------|---------|-------------|
| Project                       | 9225-02 | Hillsboro Beach Coastal Engineering | Invoice | 753128      |
| Total                         |         |                                     |         | 0.00        |
| Total this Phase              |         |                                     |         | 0.00        |
| TOTAL DUE THIS INVOICE (USD): |         |                                     |         | \$11,272.25 |

|                                                                                                                                                                                                                 |                                                                                                                                                                                                           |                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <a href="#">Check Lockbox Account</a><br>Payable to: Moffatt & Nichol<br>P.O. Box 51760<br>Los Angeles, CA 90051-0068<br><a href="mailto:ClientPayments@moffattnichol.com">ClientPayments@moffattnichol.com</a> | <a href="#">ACH Information</a><br>Bank / Account Name: Union Bank / Moffatt & Nichol<br>Address: 400 California St. San Francisco, CA 94104<br>Account Number: 64963107<br>Fed Routing Number: 021052053 | <a href="#">Domestic Wire</a><br>Acct No.: 4501065066<br>Routing No.: 122000496<br><a href="#">International Wire</a><br>Acct No.: 4501065066<br>Swift Code: BOFCUS33MPK |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Invoice**

4225 E. Conant Street  
 Long Beach CA 90808  
 (562) 590-6500

Mac Serda  
 Town Manager  
 Town of Hillsboro Beach  
 1210 Hillsboro Mile  
 Hillsboro Beach, Florida 33062

April 24, 2020  
 Invoice No: 750386

M&N Project 9225 Hillsboro Beach Nourishment Monitoring

**Professional Services from January 20, 2020 through March 28, 2020**

Phase 37 Joint Coastal Permitting  
 Task D Corps Processing

**Professional Personnel**

|                        | Hours | Rate   | Amount            |
|------------------------|-------|--------|-------------------|
| Senior Engineer        |       |        |                   |
| Brush, Christy         | 7.60  | 175.00 | 1,330.00          |
| Engineer II            |       |        |                   |
| Brower, Jacqueline     | 9.50  | 125.00 | 1,187.50          |
| Staff Engineer I       |       |        |                   |
| Jonaitis, Lauren       | 3.60  | 85.00  | 306.00            |
|                        | 20.70 |        | 2,823.50          |
| <b>Total Labor</b>     |       |        | <b>2,823.50</b>   |
| <b>Total this Task</b> |       |        | <b>\$2,823.50</b> |

Task E FDEP Processing

**Professional Personnel**

|                        | Hours | Rate   | Amount            |
|------------------------|-------|--------|-------------------|
| Environmental Manager  |       |        |                   |
| Blankenship, Timothy   | 8.80  | 230.00 | 2,024.00          |
| Senior Engineer        |       |        |                   |
| Brush, Christy         | 6.05  | 175.00 | 1,058.75          |
| Staff Engineer I       |       |        |                   |
| Jonaitis, Lauren       | 9.10  | 85.00  | 773.50            |
| Admin                  |       |        |                   |
| Caparro, Amanda        | 1.15  | 55.00  | 63.25             |
|                        | 25.10 |        | 3,919.50          |
| <b>Total Labor</b>     |       |        | <b>3,919.50</b>   |
| <b>Total this Task</b> |       |        | <b>\$3,919.50</b> |

Task F Broward Processing

**Check Lockbox Account**

Payable to: Moffatt & Nichol  
 P.O. Box 51760  
 Los Angeles, CA 90051-0068  
[ClientPayments@moffattnichol.com](mailto:ClientPayments@moffattnichol.com)

**ACH Information**

Bank / Account Name: Union Bank / Moffatt & Nichol  
 Address: 400 California St. San Francisco, CA 94104  
 Account Number: 64963107  
 Fed Routing Number: 021052053

**Domestic Wire**

Acct No.: 4501065066  
 Routing No.: 122000496

**International Wire**

Acct No.: 4501065066  
 Swift Code: BOFCUS33MPK

# Professional Personnel

|                    | Hours | Rate                    | Amount   |                   |
|--------------------|-------|-------------------------|----------|-------------------|
| Senior Engineer    |       |                         |          |                   |
| Brush, Christy     | 9.10  | 175.00                  | 1,592.50 |                   |
| Engineer II        |       |                         |          |                   |
| Brower, Jacqueline | 2.00  | 125.00                  | 250.00   |                   |
| Staff Engineer I   |       |                         |          |                   |
| Jonaitis, Lauren   | 15.90 | 85.00                   | 1,351.50 |                   |
| Admin              |       |                         |          |                   |
| Caparro, Amanda    | 1.05  | 55.00                   | 57.75    |                   |
|                    | 28.05 |                         | 3,251.75 |                   |
| <b>Total Labor</b> |       |                         |          | <b>3,251.75</b>   |
|                    |       | <b>Total this Task</b>  |          | <b>\$3,251.75</b> |
|                    |       | <b>Total this Phase</b> |          | <b>\$9,994.75</b> |

Phase 38 2019 Nourishment Event Meetings

# Professional Personnel

|                       | Hours | Rate                    | Amount |                |
|-----------------------|-------|-------------------------|--------|----------------|
| Environmental Manager |       |                         |        |                |
| Blankenship, Timothy  | .25   | 230.00                  | 57.50  |                |
|                       | .25   |                         | 57.50  |                |
| <b>Total Labor</b>    |       |                         |        | <b>57.50</b>   |
|                       |       | <b>Total this Phase</b> |        | <b>\$57.50</b> |

Phase 39 FEMA Consulting (2019)

# Professional Personnel

|                    | Hours | Rate                    | Amount |                 |
|--------------------|-------|-------------------------|--------|-----------------|
| Engineer II        |       |                         |        |                 |
| Brower, Jacqueline | 4.00  | 125.00                  | 500.00 |                 |
|                    | 4.00  |                         | 500.00 |                 |
| <b>Total Labor</b> |       |                         |        | <b>500.00</b>   |
|                    |       | <b>Total this Phase</b> |        | <b>\$500.00</b> |

Phase 44 2019 Post-Con Biological Monitoring

# Professional Personnel

|                         | Hours | Rate                    | Amount |                |
|-------------------------|-------|-------------------------|--------|----------------|
| Senior Engineer         |       |                         |        |                |
| Senior Project Engineer |       |                         |        |                |
| Brush, Christy          | .20   | 175.00                  | 35.00  |                |
|                         | .20   |                         | 35.00  |                |
| <b>Total Labor</b>      |       |                         |        | <b>35.00</b>   |
|                         |       | <b>Total this Phase</b> |        | <b>\$35.00</b> |

Phase A Post Construction Neashore Hardbottom Mo

Task 01 2016 Monitoring Event

## Check Lockbox Account

Payable to: Moffatt & Nichol  
P.O. Box 51760  
Los Angeles, CA 90051-0068  
[ClientPayments@moffattnichol.com](mailto:ClientPayments@moffattnichol.com)

## ACH Information

Bank / Account Name: Union Bank / Moffatt & Nichol  
Address: 400 California St. San Francisco, CA 94104  
Account Number: 64963107  
Fed Routing Number: 021052053

## Domestic Wire

Acct No.: 4501065066  
Routing No.: 122000496

## International Wire

Acct No.: 4501065066  
Swift Code: BOFCUS33MPK



| Tasks                   | Contract Amount | Percent Complete | Earned To Date | Previous Invoices | Current Invoice |
|-------------------------|-----------------|------------------|----------------|-------------------|-----------------|
| 2016 Monitoring Event   | 28,000.00       | 100.00           | 28,000.00      | 28,000.00         | 0.00            |
| 2017 Monitoring Event   | 28,300.00       | 70.00            | 19,810.00      | 19,810.00         | 0.00            |
| 2018 Monitoring Event   | 28,500.00       | 100.00           | 28,500.00      | 28,500.00         | 0.00            |
| Total Fee               | 84,800.00       |                  | 76,310.00      | 76,310.00         | 0.00            |
| <b>Total</b>            |                 |                  |                |                   | <b>0.00</b>     |
| <b>Total this Task</b>  |                 |                  |                |                   | <b>0.00</b>     |
| <b>Total this Phase</b> |                 |                  |                |                   | <b>0.00</b>     |

Phase B Post Construction Physical Monitoring Su  
Task 01 2016 Monitoring Event

| Tasks                   | Contract Amount | Percent Complete | Earned To Date | Previous Invoices | Current Invoice    |
|-------------------------|-----------------|------------------|----------------|-------------------|--------------------|
| 2016 Monitoring Event   | 16,200.00       | 100.00           | 16,200.00      | 16,200.00         | 0.00               |
| 2017 Monitoring Event   | 16,400.00       | 100.00           | 16,400.00      | 16,400.00         | 0.00               |
| 2018 Monitoring Event   | 17,000.00       | 100.00           | 17,000.00      | 0.00              | 17,000.00          |
| Total Fee               | 49,600.00       |                  | 49,600.00      | 32,600.00         | 17,000.00          |
| <b>Total</b>            |                 |                  |                |                   | <b>17,000.00</b>   |
| <b>Total this Task</b>  |                 |                  |                |                   | <b>\$17,000.00</b> |
| <b>Total this Phase</b> |                 |                  |                |                   | <b>\$17,000.00</b> |

Phase BB Preconstruction Shorebird & Dune Veg Map

|                         |           |                      |           |  |             |
|-------------------------|-----------|----------------------|-----------|--|-------------|
| Total                   | 11,900.00 |                      |           |  |             |
| Percent Complete        | 100.00    | Total Earned         | 11,900.00 |  |             |
|                         |           | Previous Fee Billing | 11,900.00 |  |             |
|                         |           | Current Fee Billing  | 0.00      |  |             |
| <b>Total</b>            |           |                      |           |  | <b>0.00</b> |
| <b>Total this Phase</b> |           |                      |           |  | <b>0.00</b> |

Phase C Post Construction Physical Monitoring Re  
Task 01 2016 Monitoring Event

| Tasks                 | Contract Amount | Percent Complete | Earned To Date | Previous Invoices | Current Invoice |
|-----------------------|-----------------|------------------|----------------|-------------------|-----------------|
| 2016 Monitoring Event | 9,800.00        | 100.00           | 9,800.00       | 9,800.00          | 0.00            |

|                                                                                                                                                                                                                 |                                                                                                                                                                                                           |                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <a href="#">Check Lockbox Account</a><br>Payable to: Moffatt & Nichol<br>P.O. Box 51760<br>Los Angeles, CA 90051-0068<br><a href="mailto:ClientPayments@moffattnichol.com">ClientPayments@moffattnichol.com</a> | <a href="#">ACH Information</a><br>Bank / Account Name: Union Bank / Moffatt & Nichol<br>Address: 400 California St. San Francisco, CA 94104<br>Account Number: 64963107<br>Fed Routing Number: 021052053 | <a href="#">Domestic Wire</a><br>Acct No.: 4501065066<br>Routing No.: 122000496<br><a href="#">International Wire</a><br>Acct No.: 4501065066<br>Swift Code: BOFCUS33MPK |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                         |      |                                        |           |                    |
|-------------------------|------|----------------------------------------|-----------|--------------------|
| Project                 | 9225 | Hillsboro Beach Nourishment Monitoring | Invoice   | 750386             |
| 2017 Monitoring Event   |      | 9,100.00 100.00 9,100.00               | 9,100.00  | 0.00               |
| 2018 Monitoring Event   |      | 9,100.00 100.00 9,100.00               | 0.00      | 9,100.00           |
| Total Fee               |      | 28,000.00                              | 28,000.00 | 18,900.00 9,100.00 |
| <b>Total</b>            |      |                                        |           | <b>9,100.00</b>    |
| <b>Total this Task</b>  |      |                                        |           | <b>\$9,100.00</b>  |
| <b>Total this Phase</b> |      |                                        |           | <b>\$9,100.00</b>  |

Phase CC FEMA Document Compilation Hurricane Irma

**Professional Personnel**

|                         | Hours | Rate   | Amount   |                   |
|-------------------------|-------|--------|----------|-------------------|
| Environmental Manager   |       |        |          |                   |
| Blankenship, Timothy    | 3.60  | 230.00 | 828.00   |                   |
| Engineer II             |       |        |          |                   |
| Brower, Jacqueline      | 27.50 | 125.00 | 3,437.50 |                   |
| Engineer I              |       |        |          |                   |
| Brower, Jacqueline      | 2.00  | 110.00 | 220.00   |                   |
|                         | 33.10 |        | 4,485.50 |                   |
| <b>Total Labor</b>      |       |        |          | <b>4,485.50</b>   |
| <b>Total this Phase</b> |       |        |          | <b>\$4,485.50</b> |

Phase D Beach Tilling Coordination

Task 01 2016 Tilling Event

| Tasks                   | Contract Amount | Percent Complete | Earned To Date | Previous Invoices | Current Invoice |
|-------------------------|-----------------|------------------|----------------|-------------------|-----------------|
| 2016 Tilling Event      | 2,100.00        | 100.00           | 2,100.00       | 2,100.00          | 0.00            |
| 2017 Tilling Event      | 1,900.00        | 100.00           | 1,900.00       | 1,900.00          | 0.00            |
| 2018 Tilling Event      | 2,000.00        | 100.00           | 2,000.00       | 2,000.00          | 0.00            |
| Total Fee               | 6,000.00        |                  | 6,000.00       | 6,000.00          | 0.00            |
| <b>Total</b>            |                 |                  |                |                   | <b>0.00</b>     |
| <b>Total this Task</b>  |                 |                  |                |                   | <b>0.00</b>     |
| <b>Total this Phase</b> |                 |                  |                |                   | <b>0.00</b>     |

Phase E Client-Directed Meetings

**Total this Phase 0.00**

Phase G Continued Consulting Services

**Total this Phase 0.00**

Phase H Broward County Research

**Total this Phase 0.00**

**Check Lockbox Account**

Payable to: Moffatt & Nichol  
P.O. Box 51760  
Los Angeles, CA 90051-0068  
[ClientPayments@moffattnichol.com](mailto:ClientPayments@moffattnichol.com)

**ACH Information**

Bank / Account Name: Union Bank / Moffatt & Nichol  
Address: 400 California St. San Francisco, CA 94104  
Account Number: 64963107  
Fed Routing Number: 021052053

**Domestic Wire**

Acct No.: 4501065066  
Routing No.: 122000496

**International Wire**

Acct No.: 4501065066  
Swift Code: BOFCUS33MPK

|                          |      |                                        |                      |                |                   |                 |
|--------------------------|------|----------------------------------------|----------------------|----------------|-------------------|-----------------|
| Project                  | 9225 | Hillsboro Beach Nourishment Monitoring |                      |                | Invoice           | 750386          |
| Phase                    | I    | Hurricane Matthew Erosion Assessment   |                      |                |                   |                 |
| Total this Phase         |      |                                        |                      |                | 0.00              |                 |
| Phase                    | J    | Beach Profiles                         |                      |                |                   |                 |
| Tasks                    |      | Contract Amount                        | Percent Complete     | Earned To Date | Previous Invoices | Current Invoice |
| Beach Profiles           |      | 7,620.00                               | 100.00               | 7,620.00       | 7,620.00          | 0.00            |
| Total Fee                |      | 7,620.00                               |                      | 7,620.00       | 7,620.00          | 0.00            |
|                          |      | Total                                  |                      |                |                   | 0.00            |
| Total this Phase         |      |                                        |                      |                | 0.00              |                 |
| Phase                    | K    | Preliminary Beach Fill Design          |                      |                |                   |                 |
| Tasks                    |      | Contract Amount                        | Percent Complete     | Earned To Date | Previous Invoices | Current Invoice |
| Prelim Beach Fill Design |      | 15,220.00                              | 100.00               | 15,220.00      | 15,220.00         | 0.00            |
| Total Fee                |      | 15,220.00                              |                      | 15,220.00      | 15,220.00         | 0.00            |
|                          |      | Total                                  |                      |                |                   | 0.00            |
| Total this Phase         |      |                                        |                      |                | 0.00              |                 |
| Phase                    | P    | Beach Sand Sampling                    |                      |                |                   |                 |
| Total                    |      | 2,800.00                               |                      |                |                   |                 |
| Percent Complete         |      | 20.00                                  | Total Earned         |                | 560.00            |                 |
|                          |      |                                        | Previous Fee Billing |                | 560.00            |                 |
|                          |      |                                        | Current Fee Billing  |                | 0.00              |                 |
|                          |      | Total                                  |                      |                | 0.00              |                 |
| Total this Phase         |      |                                        |                      |                | 0.00              |                 |
| Phase                    | Q    | Beach Nourishment Permit Sketches      |                      |                |                   |                 |
| Total                    |      | 4,500.00                               |                      |                |                   |                 |
| Percent Complete         |      | 100.00                                 | Total Earned         |                | 4,500.00          |                 |
|                          |      |                                        | Previous Fee Billing |                | 4,500.00          |                 |
|                          |      |                                        | Current Fee Billing  |                | 0.00              |                 |
|                          |      | Total                                  |                      |                | 0.00              |                 |
| Total this Phase         |      |                                        |                      |                | 0.00              |                 |
| Phase                    | R    | Joint Coastal Permitting               |                      |                |                   |                 |
| Task                     | 01   | Corps Permit Application               |                      |                |                   |                 |

#### Check Lockbox Account

Payable to: Moffatt & Nichol  
P.O. Box 51760  
Los Angeles, CA 90051-0068  
[ClientPayments@moffattnichol.com](mailto:ClientPayments@moffattnichol.com)

#### ACH Information

Bank / Account Name: Union Bank / Moffatt & Nichol  
Address: 400 California St. San Francisco, CA 94104  
Account Number: 64963107  
Fed Routing Number: 021052053

#### Domestic Wire

Acct No.: 4501065066  
Routing No.: 122000496

#### International Wire

Acct No.: 4501065066  
Swift Code: BOFCUS33MPK

|         |      |                                        |         |        |
|---------|------|----------------------------------------|---------|--------|
| Project | 9225 | Hillsboro Beach Nourishment Monitoring | Invoice | 750386 |
|---------|------|----------------------------------------|---------|--------|

|                  |          |                        |          |             |
|------------------|----------|------------------------|----------|-------------|
| Total            | 4,500.00 |                        |          |             |
| Percent Complete | 100.00   | Total Earned           | 4,500.00 |             |
|                  |          | Previous Fee Billing   | 4,500.00 |             |
|                  |          | Current Fee Billing    | 0.00     |             |
|                  |          | <b>Total</b>           |          | <b>0.00</b> |
|                  |          | <b>Total this Task</b> |          | <b>0.00</b> |

Task 02 FDEP Permit Modification Request

|                  |          |                        |          |             |
|------------------|----------|------------------------|----------|-------------|
| Total            | 4,500.00 |                        |          |             |
| Percent Complete | 100.00   | Total Earned           | 4,500.00 |             |
|                  |          | Previous Fee Billing   | 4,500.00 |             |
|                  |          | Current Fee Billing    | 0.00     |             |
|                  |          | <b>Total</b>           |          | <b>0.00</b> |
|                  |          | <b>Total this Task</b> |          | <b>0.00</b> |

Task 03 Broward Permit Modification Request

|                  |          |                         |          |             |
|------------------|----------|-------------------------|----------|-------------|
| Total            | 4,500.00 |                         |          |             |
| Percent Complete | 100.00   | Total Earned            | 4,500.00 |             |
|                  |          | Previous Fee Billing    | 4,500.00 |             |
|                  |          | Current Fee Billing     | 0.00     |             |
|                  |          | <b>Total</b>            |          | <b>0.00</b> |
|                  |          | <b>Total this Task</b>  |          | <b>0.00</b> |
|                  |          | <b>Total this Phase</b> |          | <b>0.00</b> |

Phase S Beach Management Funding Application

| Tasks                                | Contract Amount | Percent Complete | Earned To Date          | Previous Invoices | Current Invoice |
|--------------------------------------|-----------------|------------------|-------------------------|-------------------|-----------------|
| Beach Management Funding Application | 7,600.00        | 100.00           | 7,600.00                | 7,600.00          | 0.00            |
| Total Fee                            | 7,600.00        |                  | 7,600.00                | 7,600.00          | 0.00            |
| <b>Total</b>                         |                 |                  |                         |                   | <b>0.00</b>     |
|                                      |                 |                  | <b>Total this Phase</b> |                   | <b>0.00</b>     |

Phase T Beach Management Funding Meetings

**Total this Phase 0.00**

Phase U Post Hurricane Irma Aerials

|                                                                                                                                                                                                                 |                                                                                                                                                                                                           |                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <a href="#">Check Lockbox Account</a><br>Payable to: Moffatt & Nichol<br>P.O. Box 51760<br>Los Angeles, CA 90051-0068<br><a href="mailto:ClientPayments@moffattnichol.com">ClientPayments@moffattnichol.com</a> | <a href="#">ACH Information</a><br>Bank / Account Name: Union Bank / Moffatt & Nichol<br>Address: 400 California St. San Francisco, CA 94104<br>Account Number: 64963107<br>Fed Routing Number: 021052053 | <a href="#">Domestic Wire</a><br>Acct No.: 4501065066<br>Routing No.: 122000496<br><a href="#">International Wire</a><br>Acct No.: 4501065066<br>Swift Code: BOFCUS33MPK |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|         |      |                                        |         |        |
|---------|------|----------------------------------------|---------|--------|
| Project | 9225 | Hillsboro Beach Nourishment Monitoring | Invoice | 750386 |
|---------|------|----------------------------------------|---------|--------|

| Tasks                       | Contract Amount | Percent Complete | Earned To Date | Previous Invoices | Current Invoice |
|-----------------------------|-----------------|------------------|----------------|-------------------|-----------------|
| Post Hurricane Irma Aerials | 2,500.00        | 100.00           | 2,500.00       | 2,500.00          | 0.00            |
| Total Fee                   | 2,500.00        |                  | 2,500.00       | 2,500.00          | 0.00            |
| <b>Total</b>                |                 |                  |                |                   | <b>0.00</b>     |
| <b>Total this Phase</b>     |                 |                  |                |                   | <b>0.00</b>     |

|       |   |                    |
|-------|---|--------------------|
| Phase | V | Construction Plans |
| Task  | A | Construction Plans |

| Tasks                    | Contract Amount | Percent Complete | Earned To Date | Previous Invoices | Current Invoice |
|--------------------------|-----------------|------------------|----------------|-------------------|-----------------|
| Construction Plans       | 33,800.00       | 100.00           | 33,800.00      | 33,800.00         | 0.00            |
| Technical Specifications | 9,230.00        | 100.00           | 9,230.00       | 9,230.00          | 0.00            |
| FDEP Submittal           | 2,240.00        | 100.00           | 2,240.00       | 2,240.00          | 0.00            |
| Total Fee                | 45,270.00       |                  | 45,270.00      | 45,270.00         | 0.00            |
| <b>Total</b>             |                 |                  |                |                   | <b>0.00</b>     |
| <b>Total this Task</b>   |                 |                  |                |                   | <b>0.00</b>     |
| <b>Total this Phase</b>  |                 |                  |                |                   | <b>0.00</b>     |

|       |   |                    |
|-------|---|--------------------|
| Phase | W | Bidding Assistance |
| Task  | A | Bid Documents      |

| Tasks                   | Contract Amount | Percent Complete | Earned To Date | Previous Invoices | Current Invoice |
|-------------------------|-----------------|------------------|----------------|-------------------|-----------------|
| Bid Documents           | 9,570.00        | 100.00           | 9,570.00       | 9,570.00          | 0.00            |
| Bidding Assistance      | 6,790.00        | 100.00           | 6,790.00       | 6,790.00          | 0.00            |
| Total Fee               | 16,360.00       |                  | 16,360.00      | 16,360.00         | 0.00            |
| <b>Total</b>            |                 |                  |                |                   | <b>0.00</b>     |
| <b>Total this Task</b>  |                 |                  |                |                   | <b>0.00</b>     |
| <b>Total this Phase</b> |                 |                  |                |                   | <b>0.00</b>     |

|       |   |                             |
|-------|---|-----------------------------|
| Phase | X | Construction Administration |
| Task  | A | Construction Administration |

|                        |  |  |  |  |             |
|------------------------|--|--|--|--|-------------|
| <b>Total this Task</b> |  |  |  |  | <b>0.00</b> |
|------------------------|--|--|--|--|-------------|

|      |   |                     |
|------|---|---------------------|
| Task | B | Volume Calculations |
|------|---|---------------------|

Total 7,320.00

|                                                                                                                                                                                                                 |                                                                                                                                                                                                           |                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <a href="#">Check Lockbox Account</a><br>Payable to: Moffatt & Nichol<br>P.O. Box 51760<br>Los Angeles, CA 90051-0068<br><a href="mailto:ClientPayments@moffattnichol.com">ClientPayments@moffattnichol.com</a> | <a href="#">ACH Information</a><br>Bank / Account Name: Union Bank / Moffatt & Nichol<br>Address: 400 California St. San Francisco, CA 94104<br>Account Number: 64963107<br>Fed Routing Number: 021052053 | <a href="#">Domestic Wire</a><br>Acct No.: 4501065066<br>Routing No.: 122000496<br><a href="#">International Wire</a><br>Acct No.: 4501065066<br>Swift Code: BOFCUS33MPK |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                              |                            |                                        |              |                    |
|------------------------------|----------------------------|----------------------------------------|--------------|--------------------|
| Project                      | 9225                       | Hillsboro Beach Nourishment Monitoring | Invoice      | 750386             |
| Percent Complete             | 100.00                     | Total Earned                           | 7,320.00     |                    |
|                              |                            | Previous Fee Billing                   | 7,320.00     |                    |
|                              |                            | Current Fee Billing                    | 0.00         |                    |
|                              |                            | <b>Total</b>                           |              | <b>0.00</b>        |
|                              |                            | <b>Total this Task</b>                 |              | <b>0.00</b>        |
| -----                        |                            |                                        |              |                    |
| Task                         | C                          | Turbidity Monitoring Review            |              |                    |
| Total                        |                            | 2,920.00                               |              |                    |
| Percent Complete             | 100.00                     | Total Earned                           | 2,920.00     |                    |
|                              |                            | Previous Fee Billing                   | 2,920.00     |                    |
|                              |                            | Current Fee Billing                    | 0.00         |                    |
|                              |                            | <b>Total</b>                           |              | <b>0.00</b>        |
|                              |                            | <b>Total this Task</b>                 |              | <b>0.00</b>        |
|                              |                            | <b>Total this Phase</b>                |              | <b>0.00</b>        |
| -----                        |                            |                                        |              |                    |
| Phase                        | XY                         | Expenses                               |              |                    |
| <b>Reimbursable Expenses</b> |                            |                                        |              |                    |
| Postage & Delivery           |                            |                                        |              |                    |
| 1/27/2020                    | FEDEX                      | 689354928 TID 777414919857             | 22.63        |                    |
|                              | <b>Total Reimbursables</b> |                                        | <b>22.63</b> | <b>22.63</b>       |
|                              |                            | <b>Total this Phase</b>                |              | <b>\$22.63</b>     |
|                              |                            | <b>TOTAL DUE THIS INVOICE (USD):</b>   |              | <b>\$41,195.38</b> |

#### Outstanding Invoices

| Invoice      | Date      | Balance          |
|--------------|-----------|------------------|
| 748703       | 2/18/2020 | 36,838.27        |
| <b>Total</b> |           | <b>36,838.27</b> |

|                                                                                                                                                                                                                 |                                                                                                                                                                                                           |                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <a href="#">Check Lockbox Account</a><br>Payable to: Moffatt & Nichol<br>P.O. Box 51760<br>Los Angeles, CA 90051-0068<br><a href="mailto:ClientPayments@moffattnichol.com">ClientPayments@moffattnichol.com</a> | <a href="#">ACH Information</a><br>Bank / Account Name: Union Bank / Moffatt & Nichol<br>Address: 400 California St. San Francisco, CA 94104<br>Account Number: 64963107<br>Fed Routing Number: 021052053 | <a href="#">Domestic Wire</a><br>Acct No.: 4501065066<br>Routing No.: 122000496<br><a href="#">International Wire</a><br>Acct No.: 4501065066<br>Swift Code: BOFCUS33MPK |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

# 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](mailto:billing@shutts.com)

RECEIVED

JUL 20 2020

Town of Hillsboro Beach  
1210 Hillsboro Mile  
Hillsboro Beach, FL 33062  
Donald J Doody, City Attorney

July 14, 2020

Atty No.: 0331

Invoice: 1463136

Client: 51416-0001

Re: *City of Deerfield Beach Litigation*

For professional services rendered thru: *June 30, 2020*

|                            |                    |
|----------------------------|--------------------|
| Total Service              | 3,900.00           |
| Total Expense              | 0.00               |
| Credits Applied            | (0.00)             |
| <b>Current Balance Due</b> | <b>3,900.00</b>    |
| <i>Prior Balance Due</i>   | 11,150.00          |
| <b>Total Balance Due</b>   | <b>\$15,050.00</b> |

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:        | 51416-0001-1463136               |

**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](mailto:billing@shutts.com)

Town of Hillsboro Beach  
1210 Hillsboro Mile  
Hillsboro Beach, FL 33062  
Donald J Doody, City Attorney

July 14, 2020  
**Atty No.: 0331**  
**Invoice: 1463136**

**Client: 51416-0001**

Re: *City of Deerfield Beach Litigation*

For professional services rendered thru: *June 30, 2020*

|                            |                    |
|----------------------------|--------------------|
| Total Service              | 3,900.00           |
| Total Expense              | 0.00               |
| Credits Applied            | (0.00)             |
| <b>Current Balance Due</b> | <b>3,900.00</b>    |
| <i>Prior Balance Due</i>   | <b>11,150.00</b>   |
| <b>Total Balance Due</b>   | <b>\$15,050.00</b> |

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:        | 51416-0001-1463136               |

**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](mailto:billing@shutts.com)

**Atty No.: 0331**

**Invoice: 1463136**

## — SERVICES RENDERED —

| <b>Date</b>                                  | <b>Description</b>                                                                                                                                                     | <b>Attorney</b> | <b>Hours</b>      |
|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------|
| 06/01/20                                     | Review update settlement agreement and prepare for internal meeting regarding same                                                                                     | JMG             | 0.30              |
| 06/02/20                                     | Review materials to prepare for call to discuss settlement agreement and attend same                                                                                   | JMG             | 2.20              |
| 06/03/20                                     | Review materials to prepare for shade meeting                                                                                                                          | JMG             | 0.60              |
| 06/04/20                                     | Telephone conference with Mr. Doody regarding shade meeting; prepare e-mail to team regarding same                                                                     | JMG             | 0.30              |
| 06/05/20                                     | Assist with settlement                                                                                                                                                 | JMG             | 0.50              |
| 06/09/20                                     | Follow up with Mr. Gonzalez regarding status, strategy, and meeting to discuss case; review outstanding correspondence as to settlement, including review of Exhibit A | JMG             | 0.30              |
| 06/10/20                                     | Review settlement e-mails and assist with advocacy strategy                                                                                                            | JMG             | 0.30              |
| 06/15/20                                     | Review materials to assist with settlement                                                                                                                             | JMG             | 0.40              |
| 06/16/20                                     | Prepare for and attend status and strategy call especially as to global resolution including State and third parties; review Scott Douglas deposition                  | JMG             | 1.50              |
| 06/19/20                                     | Prepare for and attend call with lawyers and client as to status and strategy                                                                                          | JMG             | 1.00              |
| 06/21/20                                     | Review e-mails from Mayor Tarrant as to status                                                                                                                         | JMG             | 0.10              |
| 06/24/20                                     | Follow up with Mr. Cole as to status of mediation settlement and review of draft proposed agreement, and related correspondence with client and counsel                | JMG             | 0.20              |
| 06/26/20                                     | Review status as to stipulation and Town's e-mail re Judge Haimes                                                                                                      | JMG             | 0.10              |
| <b>Total Fees for Professional Services:</b> |                                                                                                                                                                        |                 | <b>\$3,900.00</b> |

# 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](mailto:billing@shutts.com)

---

## — FEES SUMMARY —

| Attorney             | Title   | Hours | Rate   | Total      |
|----------------------|---------|-------|--------|------------|
| Goldstein, Joseph M. | Partner | 7.80  | 500.00 | 3,900.00   |
| Total                |         | 7.80  |        | \$3,900.00 |

---

# 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](mailto:billing@shutts.com)

RECEIVED

AUG 17 2020

Town of Hillsboro Beach  
1210 Hillsboro Mile  
Hillsboro Beach, FL 33062  
Donald J Doody, City Attorney

August 11, 2020

Atty No.: 0331

Invoice: 1475033

Client: 51416-0001

Re: *City of Deerfield Beach Litigation*

For professional services rendered thru: *July 31, 2020*

|                            |                    |
|----------------------------|--------------------|
| Total Service              | 7,300.00           |
| Total Expense              | 14.59              |
| Credits Applied            | (0.00)             |
| <b>Current Balance Due</b> | <b>7,314.59</b>    |
| <i>Prior Balance Due</i>   | <i>3,900.00</i>    |
| <b>Total Balance Due</b>   | <b>\$11,214.59</b> |

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:        | 51416-0001-1475033               |

**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](mailto:billing@shutts.com)

Town of Hillsboro Beach  
1210 Hillsboro Mile  
Hillsboro Beach, FL 33062  
Donald J Doody, City Attorney

August 11, 2020

Atty No.: 0331

Invoice: 1475033

Client: 51416-0001

Re: *City of Deerfield Beach Litigation*

For professional services rendered thru: *July 31, 2020*

|                            |                    |
|----------------------------|--------------------|
| Total Service              | 7,300.00           |
| Total Expense              | 14.59              |
| Credits Applied            | (0.00)             |
| <b>Current Balance Due</b> | <b>7,314.59</b>    |
| <i>Prior Balance Due</i>   | <i>3,900.00</i>    |
| <b>Total Balance Due</b>   | <b>\$11,214.59</b> |

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:        | 51416-0001-1475033               |

**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](mailto:billing@shutts.com)

Atty No.: 0331

Invoice: 1475033

## — SERVICES RENDERED —

| Date     | Description                                                                                                                                                                                         | Attorney | Hours |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------|
| 07/06/20 | Review stipulation and follow up with Mr. Cole as to settlement                                                                                                                                     | JMG      | 0.20  |
| 07/07/20 | Review trial deadlines                                                                                                                                                                              | JMG      | 0.20  |
| 07/08/20 | Review settlement agreement draft from DB                                                                                                                                                           | JMG      | 0.30  |
| 07/11/20 | Review comments and changes to settlement agreement                                                                                                                                                 | JMG      | 0.30  |
| 07/13/20 | Prepare for and attend trial team calls regarding settlement                                                                                                                                        | JMG      | 1.50  |
| 07/14/20 | Assist with bond valuation determination for appeal                                                                                                                                                 | JMG      | 0.50  |
| 07/14/20 | Receive and review trial court orders/memoranda in bond validation matter                                                                                                                           | DEN      | 0.60  |
| 07/15/20 | Prepare for and attend shade meeting                                                                                                                                                                | JMG      | 2.90  |
| 07/17/20 | Review status and strategy as to settlement and next steps (.2); review and research potential likelihood of success of beach renourishment complaint validation                                    | JMG      | 1.10  |
| 07/20/20 | Review and assist in determining merits of bond validation appeal                                                                                                                                   | JMG      | 1.40  |
| 07/20/20 | Email correspondence re bond validation issue; continue review of filings/transcripts and case law                                                                                                  | DEN      | 1.10  |
| 07/21/20 | Assist with review for bond validation appeal and assist with settlement of Deerfield Beach                                                                                                         | JMG      | 0.40  |
| 07/21/20 | Continue review of hearing transcript, case law, and trial court filings; email correspondence re assessment of appeal                                                                              | DEN      | 1.40  |
| 07/23/20 | Review e-mails regarding revision of beach profile for settlement                                                                                                                                   | JMG      | 0.20  |
| 07/24/20 | Draft correspondence to General Counsel for Broward County Clerk of Courts.                                                                                                                         | SCC      | 0.30  |
| 07/24/20 | Communication with City Attorney for Hillsboro Beach regarding request assistance with Broward Clerk of Courts on appellate related matter; draft munication to Clerk of Courts' at General Counsel | SCC      | 0.60  |

# 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](mailto:billing@shutts.com)

Atty No.: 0331

Invoice: 1475033

## — SERVICES RENDERED —

| Date                                  | Description                                                                                                  | Attorney | Hours      |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------|----------|------------|
| 07/24/20                              | Prepare for and attend status call with Mayor as to status of case; assist with notice of appeal issues (.2_ | JMG      | 0.90       |
| 07/24/20                              | Legal research and email correspondence re filing of notice of appeal in bond validation cases               | DEN      | 0.30       |
| 07/27/20                              | Review materials for bond validation                                                                         | JMG      | 0.10       |
| 07/29/20                              | Review Deerfield's changes to settlement agreement                                                           | JMG      | 0.30       |
| Total Fees for Professional Services: |                                                                                                              |          | \$7,300.00 |

## — FEES SUMMARY —

| Attorney             | Title   | Hours | Rate   | Total      |
|----------------------|---------|-------|--------|------------|
| Calloway, Sidney C.  | Partner | 0.90  | 500.00 | 450.00     |
| Goldstein, Joseph M. | Partner | 10.30 | 500.00 | 5,150.00   |
| Nordby, Daniel E.    | Partner | 3.40  | 500.00 | 1,700.00   |
| Total                |         | 14.60 |        | \$7,300.00 |

Atty.: 0331

Invoice: 1475033

## — EXPENSE ADVANCES —

| Date | Description | Amount |
|------|-------------|--------|
|------|-------------|--------|

# 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](mailto:billing@shutts.com)

Atty.: 0331

Invoice: 1475033

## — EXPENSE ADVANCES —

| Date                   | Description           | Amount  |
|------------------------|-----------------------|---------|
| 06/16/20               | Conferencing Services | 14.59   |
| Total Expense Advances |                       | \$14.59 |

# 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 Town of Hillsboro Beach

Re: Hillsboro Beach v Deerfield Beach Re: Litigation #1927

|                  |              |
|------------------|--------------|
| Previous Balance | \$4,725.00   |
| Current Charges  | \$4,875.00   |
| New Balance      | \$9,600.00   |
| Adjustments      | \$0.00       |
| Payments         | (\$5,025.00) |
| Now Due          | \$9,600.00   |



# 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 29, 2020

Invoice Number: 10941

Invoice Amount: \$4,875.00

### Matter: Hillsboro Beach v Deerfield Beach Re: Litigation #1927

#### Attorney's Fees

|           |                                                                                                                     |      |      |            |
|-----------|---------------------------------------------------------------------------------------------------------------------|------|------|------------|
| 6/1/2020  | Review and prep re shade meeting.                                                                                   | R.S. | .20  | \$100.00   |
| 6/2/2020  | Prep and attend group conference                                                                                    | R.S. | 2.50 | \$1,250.00 |
| 6/3/2020  | Final review comments and revisions. Conference<br>Cindy RE RAS recommendation on fee provision<br>for enforcement. | R.S. | .50  | \$250.00   |
| 6/4/2020  | Review multiple and respond.                                                                                        | R.S. | .40  | \$200.00   |
| 6/5/2020  | Review multiple.                                                                                                    | R.S. | .10  | \$50.00    |
| 6/9/2020  | Review revisions and exhibits and emails RE<br>settlement.                                                          | R.S. | .25  | \$125.00   |
| 6/10/2020 | Review issues raised by Mayor and exhibits. Review<br>emails multiple.                                              | R.S. | .40  | \$200.00   |
| 6/11/2020 | Review multiple and conference Cindy RE exhibit<br>to agreement and Mayor's issue with it.                          | R.S. | .25  | \$125.00   |
| 6/12/2020 | Review multiple and respond.                                                                                        | R.S. | .20  | \$100.00   |
| 6/12/2020 | Review multiple and respond.                                                                                        | R.S. | .30  | \$150.00   |
| 6/15/2020 | Review Tim's schedule of soft costs.                                                                                | R.S. | .10  | \$50.00    |
| 6/16/2020 | Pre conference prep and confer with Mayor.                                                                          | R.S. | .40  | \$200.00   |
| 6/16/2020 | Team conference with Jason and post conference<br>discussion with Mayor re trial prep.                              | R.S. | 1.75 | \$875.00   |
| 6/16/2020 | Confer Cindy.                                                                                                       | R.S. | .10  | \$50.00    |
| 6/19/2020 | Conferences Mayor. Strategy conference team                                                                         | R.S. | 1.20 | \$600.00   |
| 6/22/2020 | Review multiple.                                                                                                    | R.S. | .10  | \$50.00    |
| 6/22/2020 | Review new analysis of project costs.                                                                               | R.S. | .10  | \$50.00    |
| 6/23/2020 | Review and confer with Mayor.                                                                                       | R.S. | .20  | \$100.00   |
| 6/24/2020 | Conference Mayor and Town Manager.                                                                                  | R.S. | .50  | \$250.00   |
| 6/25/2020 | Review multiple.                                                                                                    | R.S. | .20  | \$100.00   |
| SUBTOTAL: |                                                                                                                     |      | 9.75 | \$4,875.00 |

**Costs**

SUBTOTAL: \$0.00

**Matter Ledgers**

|           |                                                       |              |
|-----------|-------------------------------------------------------|--------------|
| 6/1/2020  | Balance before last invoice                           | \$5,025.00   |
| 6/1/2020  | Invoice 10928                                         | \$4,725.00   |
| 6/15/2020 | Town of Hillsboro Ck #106410 for Inv #10921 (1927)Lit | (\$5,025.00) |
| 6/29/2020 | Invoice 10941                                         | \$4,875.00   |
| SUBTOTAL: |                                                       | \$9,600.00   |

**TOTAL \$4,875.00**

PREVIOUS BALANCE DUE \$4,725.00

CURRENT BALANCE DUE AND OWING \$9,600.00



# TOWN OF HILLSBORO BEACH



Jay Szesnat, Chief of Police  
jszesnat@townofhillsborobeach.com



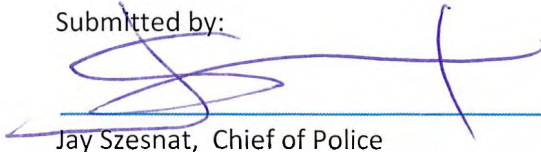
## Hillsboro Beach Police JUNE 2020 Activity Report



|                                                                    | Jun-20 | Prior Month | Jun-19 |
|--------------------------------------------------------------------|--------|-------------|--------|
| <b>Marine</b>                                                      |        |             |        |
| Total Number of Marine Contacts                                    | 73     | 62          | 19     |
| Total Number of Boats Removed From Swim Zone                       | 22     | 11          | 4      |
| Total Number of Wake/Safety Education Given/Noise Complaints       | 51     | 62          | 19     |
| Hours of Marine Patrol                                             | 74.5   | 97          | 83     |
| Hours of ATV Patrol                                                | 20     | 24          | 20     |
| <b>Traffic/Pedestrian/Cyclist</b>                                  |        |             |        |
| Total Number of Traffic Contacts                                   | 22     | 43          | 31     |
| Total Number of Trespassers Removed                                | 98     | 272         | 14     |
| Total Number of Cyclist Contacts                                   | 302    | 100         | 77     |
| Hours Conducting Crosswalk Enforcement                             | 40     | 23          | 12     |
| Hours Of Bike Patrol                                               | 0      | 0           | 0      |
| <b>Activity</b>                                                    |        |             |        |
| Total Number of Sick/Deceased/Injured Calls For Service            | 8      | 15          | 9      |
| CUSHIONS (Call Urgent Sick Hospitalized Individuals On Next Shift) | 8      | 15          | 9      |
| Total Number of Arrests                                            | 2      | 1           | 4      |
| Total Number of Crashes                                            | 6      | 0           | 2      |
| Service Calls                                                      | 248    | 410         | 105    |
|                                                                    |        |             |        |

Attached: Crash Report, Complaints and Monthly Activity Report Breakdown.

Submitted by:

  
Jay Szesnat, Chief of Police

7/28/20  
Date



# TOWN OF HILLSBORO BEACH



## Patrol Activity

JUNE 2020

Jay Szesnat, Chief of Police

szesnat@townofhillsborobeach.com

|  | 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                                                                     |         |         |                  |                 |                    |              |                 |                |                      |                          |                        |                |                |           |              |                  |
| Major O'Neill                                                                     |         |         |                  |                 |                    |              |                 |                |                      |                          |                        |                |                |           |              |                  |
| Lt. Pugliese                                                                      | 53      |         |                  |                 |                    |              | 20              | 2              | 1                    |                          |                        |                |                |           |              |                  |
| Sgt. Mastandrea                                                                   | 602     |         | 3                | 2               |                    |              |                 |                |                      |                          |                        |                | 3              |           |              |                  |
| Sgt. Clark                                                                        | 484     |         | 2                | 4               | 53                 |              | 199             | 42             | 16                   | 6                        |                        |                | 3              |           |              |                  |
| Sgt. Gianino                                                                      | 905     | 2       | 2                | 2               |                    |              | 557             | 37             | 15                   |                          |                        |                | 3              |           |              |                  |
| Sgt. Kirchoff                                                                     | 929     |         | 1                | 2               |                    |              | 928             | 26             | 5                    |                          |                        |                | 3              |           |              |                  |
| Ofc. McGrath                                                                      | 1262    |         | 4                | 11              | 171                | 5            | 604             | 69             | 47                   | 19                       |                        |                | 2              | 2         |              |                  |
| Ofc. Kelly                                                                        | 473     |         |                  | 2               |                    |              | 251             | 24             | 11                   |                          |                        |                | 5              |           |              |                  |
| Ofc. Steel                                                                        | 1011    |         | 7                | 10              | 21                 | 54           | 969             | 83             | 79                   | 12                       |                        |                | 3              | 11        | 8            |                  |
| Ofc. Nolan                                                                        | 977     |         | 1                |                 |                    |              | 804             | 46             | 31                   |                          |                        |                | 6              |           |              |                  |
| Ofc. Stengel                                                                      | 767     |         | 2                |                 |                    | 13           | 689             | 23             | 17                   | 2                        |                        |                | 15             | 6         |              |                  |
| Ofc. Pope                                                                         | 107     |         |                  |                 |                    |              | 49              | 10             | 1                    |                          |                        |                | 7              |           |              |                  |
| Ofc. Torres                                                                       | 1412    |         |                  |                 | 37                 |              | 517             | 45             | 14                   | 1                        |                        |                | 3              |           |              |                  |
| Ofc. Bukata                                                                       |         |         |                  | 5               |                    |              |                 |                |                      |                          |                        |                |                |           | 38           |                  |
| Ofc. MacLellan                                                                    |         |         |                  | 35              |                    |              |                 |                |                      |                          |                        |                |                |           | 116          |                  |
| Monthly Totals                                                                    | 8982    | 2       | 22               | 73              | 282                | 72           | 5587            | 407            | 237                  | 40                       | 0                      | 0              | 53             | 19        | 162          | 0                |

\* Marine hours reflect total hours worked. In June, we worked a joint task force with marine division of Broward Sheriff's Office. Some shifts were worked on our vessel, some were on their vessel.

\*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.



# TOWN OF HILLSBORO BEACH



Jay Szesnat, Chief of Police  
jszesnat@townofhillsborobeach.com

## Crash Locations JUNE 2020

| Location            | Injury   | No Injury | Fatal | Total    |
|---------------------|----------|-----------|-------|----------|
| 1223 Hillsboro Mile |          | x         |       | 1        |
| 1153 Hillsboro Mile |          | x         |       | 1        |
| 1223 Hillsboro Mile |          | x         |       | 1        |
| 1207 Hillsboro Mile |          | x         |       | 1        |
| 1117 Hillsboro Mile | x        |           |       | 1        |
| 1091 Hillsboro Mile |          | x         |       | 1        |
|                     |          |           |       |          |
|                     |          |           |       |          |
|                     |          |           |       |          |
| <b>Total</b>        | <b>1</b> | <b>5</b>  |       | <b>6</b> |

## Crash Causes

|                              | Total    |
|------------------------------|----------|
| Careless Driving             | 0        |
| Failed to Yield Right of Way | 1        |
| Improper Backing             | 2        |
| Following Too Closely        | 0        |
| Disregarded Traffic Signal   | 0        |
| Exceeded Safe Speed          | 0        |
| Fail to Maintain Equipment   | 0        |
| DUI                          | 0        |
| Hit and Run                  | 0        |
| Other                        | 3        |
| <b>Total</b>                 | <b>6</b> |



# TOWN OF HILLSBORO BEACH



## Investigation Activity

JUNE 2020

Jay Szesnat, Chief of Police

jszesnat@townofhillsborobeach.com

| Complaint/Info           | Active | Pending | Cleared |
|--------------------------|--------|---------|---------|
| <b>Currently Working</b> |        |         |         |
| 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           | 5      |         |         |
| Burglary Vessel          | 1      |         |         |
| Trespass                 |        |         |         |
|                          |        |         | 2       |
| <b>New</b>               |        |         |         |
| Identity Theft           | 1      |         |         |
| Criminal Mischief        | 1      |         | 1       |
|                          |        |         |         |
|                          |        |         |         |
|                          |        |         |         |





# TOWN OF HILLSBORO BEACH



## Bias Based Profiling JUNE 2020

Jay Szesnat, Chief of Police  
jszesnat@townofhillsborobeach.com



|                 | Traffic Contacts |          | Arrests<br>(including traffic) |          |           |
|-----------------|------------------|----------|--------------------------------|----------|-----------|
|                 | Male             | Female   | Male                           | Female   |           |
| White           | 11               | 2        | 2                              |          |           |
| Black           | 1                | 2        |                                |          |           |
| Asian           |                  | 1        |                                |          |           |
| Native American |                  |          |                                |          |           |
| Other           | 3                | 2        |                                |          |           |
| <b>Total</b>    | <b>15</b>        | <b>7</b> | <b>2</b>                       | <b>0</b> | <b>24</b> |

### 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   | 39.5   |     |     |      |     |     |     | 484.5         |
| 2-O'Neill            | Police        | 0.0    | 14.2   | 31.3  | 0.0    | 0.0    | 14.5   |     |     |      |     |     |     | 60.0          |
| 3-Pugliese           | Police        | 74.9   | 60.3   | 65.1  | 66.5   | 66.1   | 34.5   |     |     |      |     |     |     | 367.4         |
| 4-Mastandrea         | Police        | 52.0   | 137.3  | 82.0  | 180.3  | 142.7  | 90.5   |     |     |      |     |     |     | 684.8         |
| 5-Clark              | Police        | 193.5  | 170.6  | 110.5 | 193.2  | 237.8  | 7.9    |     |     |      |     |     |     | 913.5         |
| 6-Gianino            | Police        | 0.0    | 0.0    | 0.0   | 10.2   | 65.1   | 145.7  |     |     |      |     |     |     | 221.0         |
| 7-Kirchoff           | Police        | 12.6   | 13.2   | 1.7   | 34.0   | 84.8   | 129.8  |     |     |      |     |     |     | 276.1         |
| 8-McGrath            | Police        | 135.4  | 149.0  | 152.9 | 189.0  | 165.8  | 14.8   |     |     |      |     |     |     | 806.9         |
| 9-Kelly              | Police        | 47.8   | 0.0    | 10.3  | 0.0    | 76.7   | 71.8   |     |     |      |     |     |     | 206.6         |
| 10-Steel             | Police        | 118.8  | 118.2  | 157.7 | 102.7  | 148.1  | 25.4   |     |     |      |     |     |     | 670.9         |
| 11-Nolan             | Police        | 77.4   | 36.5   | 9.2   | 26.1   | 16.1   | 155.4  |     |     |      |     |     |     | 320.7         |
| 12-Pope              | Police        | 0.0    | 66.3   | 1.9   | 82.3   | 15.9   | 14.6   |     |     |      |     |     |     | 181.0         |
| 13-Stengel           | Police        | 14.0   | 0.0    | 43.9  | 29.8   | 0.0    | 27.6   |     |     |      |     |     |     | 115.3         |
| 14-Torres            | Police        | 47.9   | 0.0    | 49.8  | 48.3   | 56.4   | 64.4   |     |     |      |     |     |     | 266.8         |
| 16-MacLellan         | Police        | 0.0    | 0.0    | 0.0   | 0.0    | 0.0    | 69.7   |     |     |      |     |     |     | 69.7          |
| 18-Beauparlant       | Police        | 207.4  | 151.0  | 118.4 | 117.1  | 103.7  | 128.0  |     |     |      |     |     |     | 825.6         |
| 17-Bukata            | Police        | 0.0    | 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    | 19.9   |     |     |      |     |     |     | 53.6          |
| <b>Police Totals</b> | <b>TOTALS</b> | 1110.9 | 1015.5 | 940.4 | 1192.5 | 1211.1 | 1054.0 | 0.0 | 0.0 | 0.0  | 0.0 | 0.0 | 0.0 | 6524.4        |

### Gas Usage Water Department

|                     |            |       |       |       |       |       |      |   |   |   |   |   |   |       |
|---------------------|------------|-------|-------|-------|-------|-------|------|---|---|---|---|---|---|-------|
| 19-Garray           | Water Dept | 45.9  | 37    | 0     | 18    | 16.3  | 36.9 |   |   |   |   |   |   | 154.1 |
| 20-Bullard          | Water Dept | 57.3  | 83.7  | 103.4 | 55.7  | 56.8  | 58.7 |   |   |   |   |   |   | 415.6 |
| 21-Charles          | Water Dept | 20.4  | 59.8  | 36.7  | 43.9  | 36.8  | 0    |   |   |   |   |   |   | 197.6 |
| 22-Knapstein        | Water Dept | 0     | 0     | 0     | 0     | 0     | 0    |   |   |   |   |   |   | 0     |
| 23-Rivera           | Water Dept | 0     | 0     | 0     | 0     | 0     | 0    |   |   |   |   |   |   | 0     |
| <b>Water Totals</b> |            | 123.6 | 180.5 | 140.1 | 117.6 | 109.9 | 95.6 | 0 | 0 | 0 | 0 | 0 | 0 | 767.3 |

Gas Tank      42" = 2794 gal



### 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  | 655    |     |     |     |     |     |     | 16,974 |
| 161            | 2,491    | 2,286  | 2,535  | 1,259  | 3,946  | 3,703  |     |     |     |     |     |     | 16,220 |
| 162            | 24       | 540    | 45     | 343    | 46     | 10     |     |     |     |     |     |     | 1,008  |
| 163            | 4,257    | 2,438  | 2,112  | 4,400  | 4,200  | 4,614  |     |     |     |     |     |     | 22,021 |
| 164            | 2,468    | 2,463  | 2,455  | 1,952  | 840    | 552    |     |     |     |     |     |     | 10,730 |
| 166            | 1,289    | 1,247  | 1,451  | 1,399  | 1,221  | 767    |     |     |     |     |     |     | 7,374  |
| <b>TOTAL</b>   | 12,686   | 12,346 | 12,734 | 13,651 | 12,609 | 10,301 | 0   | 0   | 0   | 0   | 0   | 0   | 74,327 |
| <b>GALLONS</b> | 1,110.90 | 1,016  | 940    | 1,193  | 1,211  | 1,054  |     |     |     |     |     |     | 6,524  |

### Specialty Vehicles PD

|          |     |     |     |      |    |      |  |  |  |  |  |  |       |
|----------|-----|-----|-----|------|----|------|--|--|--|--|--|--|-------|
| Marine 1 | 40  | 3   | 4.2 | 51.2 | 97 | 74.5 |  |  |  |  |  |  | 269.9 |
| ATV      | 8.7 | 6.6 | 8.7 | 15   | 24 | 20   |  |  |  |  |  |  | 83    |

### Water Department

|                |       |       |       |       |       |       |   |   |   |   |   |   |       |
|----------------|-------|-------|-------|-------|-------|-------|---|---|---|---|---|---|-------|
| 170            | 577   | 532   | 311   | 194   | 69    | 137   |   |   |   |   |   |   | 1,820 |
| 171            | 105   | 47    | 55    | 0     | 4     | 8     |   |   |   |   |   |   | 219   |
| 172            | 502   | 473   | 637   | 439   | 666   | 472   |   |   |   |   |   |   | 3,189 |
| 173            | 199   | 236   | 218   | 100   | 47    | 116   |   |   |   |   |   |   | 916   |
| 174            | 0     | 0     | 150   | 538   | 559   | 571   |   |   |   |   |   |   | 1,818 |
| <b>TOTAL</b>   | 1,383 | 1,288 | 1,371 | 1,271 | 1,345 | 1,304 | 0 | 0 | 0 | 0 | 0 | 0 | 7,962 |
| <b>GALLONS</b> | 123.6 | 180.5 | 140.1 | 118   | 110   | 96    |   |   |   |   |   |   | 767   |

### Vehicle/Mileage Recap JUNE 2020

| Unit | Type         | Primary Use    | EOM               | BOM               | CMM        | PMM        | INC/DEC        |
|------|--------------|----------------|-------------------|-------------------|------------|------------|----------------|
| 160  | SUV          | Road Patrol    | 145,198           | 144,543           | 655        | 2,356      | -1,701         |
| 161  | SUV          | Road Patrol    | 123,126           | 119,423           | 3,703      | 3,946      | -243           |
| 162  | Crown Vic.   | Training/Decoy | 124,283           | 124,273           | 10         | 46         | -36            |
| 163  | SUV          | Road Patrol    | 47,919            | 43,305            | 4,614      | 4,200      | 414            |
| 164  | Charger      | Chief          | 69,356            | 68,804            | 552        | 840        | -288           |
| 166  | Charger      | Major          | 171,611           | 170,844           | 767        | 1,221      | -454           |
|      |              |                | <b>Police</b>     | <b>Police</b>     | 10,301     | 12,609     | -2,308         |
| 170  | Pickup Truck | Maintenance    | 93,669            | 93,532            | 137        | 69         | 68             |
| 171  | Pickup Truck | Maintenance    | 91,113            | 91,105            | 8          | 4          | 4              |
| 172  | Pickup Truck | Water Dept     | 52,393            | 51,921            | 472        | 666        | -194           |
| 173  | Pickup Truck | Water Dept     | 3,561             | 3,445             | 116        | 47         | 69             |
| 174  | Pickup Truck | Water Dept     | 2,018             | 1,447             | 571        | 559        | 12             |
|      |              |                | <b>Water Dept</b> | <b>Water Dept</b> | 1,304      | 1,345      | -41            |
|      |              |                | <b>EOMH</b>       | <b>BOMH</b>       | <b>CMH</b> | <b>PMH</b> | <b>INC/DEC</b> |
| M1   | Boat         | Patrol         | 1438.5            | 1364              | 74.5       | 97         | -23            |
| 165  | ATV          | Patrol         | 58.5              | 38.3              | 20         | 24         | -4             |

#### 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*



# TOWN OF HILLSBORO BEACH



Jay Szesnat, Chief of Police  
jszesnat@townofhillsborobeach.com



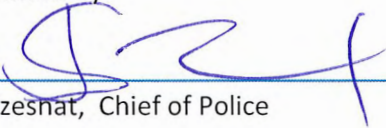
## Hillsboro Beach Police JULY 2020 Activity Report

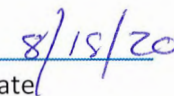


| Marine                                                             | Jul-20 | Prior Month | Jul-19 |
|--------------------------------------------------------------------|--------|-------------|--------|
| Total Number of Marine Contacts                                    | 67     | 73          | 26     |
| Total Number of Boats Removed From Swim Zone                       | 43     | 22          | 0      |
| Total Number of Wake/Safety Education Given/Noise Complaints       | 67     | 51          | 26     |
| Hours of Marine Patrol                                             | 122    | 74.5        | 74     |
| Hours of ATV Patrol                                                | 19     | 20          | 16     |
| Traffic/Pedestrian/Cyclist                                         |        |             |        |
| Total Number of Traffic Contacts                                   | 27     | 22          | 39     |
| Total Number of Trespassers Removed                                | 138    | 98          | 25     |
| Total Number of Cyclist Contacts                                   | 325    | 302         | 34     |
| Hours Conducting Crosswalk Enforcement                             | 14     | 40          | 26     |
| Hours Of Bike Patrol                                               | 0      | 0           | 0      |
| Activity                                                           |        |             |        |
| Total Number of Sick/Deceased/Injured Calls For Service            | 19     | 8           | 9      |
| CUSHIONS (Call Urgent Sick Hospitalized Individuals On Next Shift) | 16     | 8           | 9      |
| Total Number of Arrests                                            | 0      | 3           | 0      |
| Total Number of Crashes                                            | 1      | 6           | 2      |
| Service Calls                                                      | 322    | 248         | 131    |
|                                                                    |        |             |        |

Attached: Crash Report, Complaints and Monthly Activity Report Breakdown.

Submitted by:

  
Jay Szesnat, Chief of Police

  
Date



# TOWN OF HILLSBORO BEACH



## Patrol Activity

JULY 2020

Jay Szesnat, Chief of Police

jszesnat@townofhillsborobeach.com

|  | 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                                                                     |         |         |                  |                 |                    |              |                 |                |                      |                          |                        |                |                |           |              |                  |
| Major O'Neill                                                                     |         |         |                  |                 |                    |              |                 |                |                      |                          |                        |                |                |           |              |                  |
| Lt. Pugliese                                                                      | 823     |         |                  | 9               | 12                 |              | 98              | 5              | 4                    | 3                        |                        |                |                |           | 14           |                  |
| Sgt. Mastandrea                                                                   | 483     |         |                  |                 | 89                 | 243          | 80              | 11             |                      |                          |                        |                |                |           |              |                  |
| Sgt. Clark                                                                        | 961     |         | 8                |                 | 91                 | 3            | 401             | 77             | 25                   |                          |                        |                |                | 2         |              |                  |
| Sgt. Gianino                                                                      | 773     |         | 3                |                 |                    |              |                 |                |                      |                          |                        |                |                | 8         |              |                  |
| Sgt. Kirchoff                                                                     | 1089    |         | 2                |                 |                    |              | 1089            | 52             | 13                   |                          |                        |                |                |           |              |                  |
| Ofc. McGrath                                                                      | 657     |         | 2                | 2               | 9                  | 5            | 285             | 22             | 14                   |                          |                        |                | 2              | 2         |              |                  |
| Ofc. Kelly                                                                        | 1045    |         | 1                |                 | 12                 |              | 432             | 53             | 13                   |                          |                        |                | 3              |           |              |                  |
| Ofc. Steel                                                                        | 498     |         | 2                |                 |                    | 7            | 429             | 31             | 31                   | 1                        |                        |                |                | 2         |              |                  |
| Ofc. Nolan                                                                        | 927     |         | 1                |                 |                    |              | 668             | 56             | 8                    |                          |                        |                | 2              |           |              |                  |
| Ofc. Stengel                                                                      | 650     |         |                  |                 | 12                 |              | 610             | 21             | 29                   | 3                        |                        |                | 2              | 4         |              |                  |
| Ofc. Pope                                                                         | 306     |         |                  |                 | 5                  | 7            | 34              | 3              |                      |                          |                        |                | 7              | 1         |              |                  |
| Ofc. Torres                                                                       | 1599    |         | 8                |                 | 95                 |              | 1171            | 108            | 41                   | 7                        |                        |                | 2              |           |              |                  |
| Ofc. Bukata                                                                       |         |         |                  | 4               |                    |              |                 |                |                      |                          |                        |                |                |           | 3            |                  |
| Ofc. MacLellan                                                                    |         |         |                  | 52              |                    |              |                 |                |                      |                          |                        |                |                |           | 118          |                  |
| Monthly Totals                                                                    | 9811    | 0       | 27               | 67              | 325                | 265          | 5297            | 439            | 178                  | 14                       | 0                      | 0              | 18             | 19        | 135          | 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.



# TOWN OF HILLSBORO BEACH



Jay Szesnat, Chief of Police  
jszesnat@townofhillsborobeach.com

## Crash Locations JULY 2020

| Location            | Injury | No Injury | Fatal | Total |
|---------------------|--------|-----------|-------|-------|
| 1167 Hillsboro Mile |        | X         |       | 1     |
|                     |        |           |       |       |
|                     |        |           |       |       |
|                     |        |           |       |       |
|                     |        |           |       |       |
|                     |        |           |       |       |
|                     |        |           |       |       |
|                     |        |           |       |       |
|                     |        |           |       |       |
| Total               |        | 1         |       | 1     |

## Crash Causes

|                              | Total |
|------------------------------|-------|
| Careless Driving             | 0     |
| Failed to Yield Right of Way | 0     |
| Improper Backing             | 1     |
| 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                        | 1     |





# TOWN OF HILLSBORO BEACH



## Investigation Activity

JULY 2020

Jay Szesnat, Chief of Police

jszesnat@townofhillsborobeach.com

| 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       | 1       |
| Unlicensed Contractor |        |         | 1       |
| Burglary Structure    |        |         | 1       |
| Fraud                 |        |         | 1       |
| Criminal Mischief     |        |         | 1       |
| Identity Theft        | 6      |         |         |
| Burglary Vessel       | 1      |         |         |
| Trespass              |        |         |         |
|                       |        |         | 2       |
| <b>New</b>            |        |         |         |
| Fraud                 | 1      |         |         |
| Sexual Battery        | 1      |         |         |
| Battery on Elderly    | 1      |         |         |
|                       |        |         |         |
|                       |        |         |         |
|                       |        |         |         |



# TOWN OF HILLSBORO BEACH



## Bias Based Profiling JULY 2020

Jay Szesnat, Chief of Police  
jszesnat@townofhillsborobeach.com



|                 | Traffic Contacts |           | Arrests<br>(including traffic) |          |           |
|-----------------|------------------|-----------|--------------------------------|----------|-----------|
|                 | Male             | Female    | Male                           | Female   |           |
| White           | 10               | 5         |                                |          |           |
| Black           | 1                | 2         |                                |          |           |
| Asian           |                  |           |                                |          |           |
| Native American |                  |           |                                |          |           |
| Other           | 6                | 3         |                                |          |           |
| <b>Total</b>    | <b>17</b>        | <b>10</b> | <b>0</b>                       | <b>0</b> | <b>27</b> |

### 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   | 39.5   | 34.8   |     |      |     |     |     | 519.3         |
| 2-O'Neill            | Police        | 0.0    | 14.2   | 31.3  | 0.0    | 0.0    | 14.5   | 0.0    |     |      |     |     |     | 60.0          |
| 3-Pugliese           | Police        | 74.9   | 60.3   | 65.1  | 66.5   | 66.1   | 34.5   | 96.6   |     |      |     |     |     | 464.0         |
| 4-Mastandrea         | Police        | 52.0   | 137.3  | 82.0  | 180.3  | 142.7  | 90.5   | 5.4    |     |      |     |     |     | 690.2         |
| 5-Clark              | Police        | 193.5  | 170.6  | 110.5 | 193.2  | 237.8  | 7.9    | 8.4    |     |      |     |     |     | 921.9         |
| 6-Gianino            | Police        | 0.0    | 0.0    | 0.0   | 10.2   | 65.1   | 145.7  | 134.7  |     |      |     |     |     | 355.7         |
| 7-Kirchoff           | Police        | 12.6   | 13.2   | 1.7   | 34.0   | 84.8   | 129.8  | 189.7  |     |      |     |     |     | 465.8         |
| 8-McGrath            | Police        | 135.4  | 149.0  | 152.9 | 189.0  | 165.8  | 14.8   | 73.6   |     |      |     |     |     | 880.5         |
| 9-Kelly              | Police        | 47.8   | 0.0    | 10.3  | 0.0    | 76.7   | 71.8   | 69.1   |     |      |     |     |     | 275.7         |
| 10-Steel             | Police        | 118.8  | 118.2  | 157.7 | 102.7  | 148.1  | 25.4   | 0.0    |     |      |     |     |     | 670.9         |
| 11-Nolan             | Police        | 77.4   | 36.5   | 9.2   | 26.1   | 16.1   | 155.4  | 104.0  |     |      |     |     |     | 424.7         |
| 12-Pope              | Police        | 0.0    | 66.3   | 1.9   | 82.3   | 15.9   | 14.6   | 19.6   |     |      |     |     |     | 200.6         |
| 13-Stengel           | Police        | 14.0   | 0.0    | 43.9  | 29.8   | 0.0    | 27.6   | 11.1   |     |      |     |     |     | 126.4         |
| 14-Torres            | Police        | 47.9   | 0.0    | 49.8  | 48.3   | 56.4   | 64.4   | 29.2   |     |      |     |     |     | 296.0         |
| 16-MacLellan         | Police        | 0.0    | 0.0    | 0.0   | 0.0    | 0.0    | 69.7   | 122.5  |     |      |     |     |     | 192.2         |
| 18-Beauparlant       | Police        | 207.4  | 151.0  | 118.4 | 117.1  | 103.7  | 128.0  | 116.3  |     |      |     |     |     | 941.9         |
| 17-Bukata            | Police        | 0.0    | 0.0    | 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    | 19.9   | 12.6   |     |      |     |     |     | 66.2          |
| <b>Police Totals</b> | <b>TOTALS</b> | 1110.9 | 1015.5 | 940.4 | 1192.5 | 1211.1 | 1054.0 | 1027.6 | 0.0 | 0.0  | 0.0 | 0.0 | 0.0 | 7552.0        |

### Gas Usage Water Department

|                     |            |       |       |       |       |       |      |       |   |   |   |   |   |       |
|---------------------|------------|-------|-------|-------|-------|-------|------|-------|---|---|---|---|---|-------|
| 19-Garray           | Water Dept | 45.9  | 37    | 0     | 18    | 16.3  | 36.9 | 39.3  |   |   |   |   |   | 193.4 |
| 20-Bullard          | Water Dept | 57.3  | 83.7  | 103.4 | 55.7  | 56.8  | 58.7 | 119.6 |   |   |   |   |   | 535.2 |
| 21-Charles          | Water Dept | 20.4  | 59.8  | 36.7  | 43.9  | 36.8  | 0    | 16.8  |   |   |   |   |   | 214.4 |
| 22-Knapstein        | Water Dept | 0     | 0     | 0     | 0     | 0     | 0    | 0     |   |   |   |   |   | 0     |
| 23-Rivera           | Water Dept | 0     | 0     | 0     | 0     | 0     | 0    | 0     |   |   |   |   |   | 0     |
| <b>Water Totals</b> |            | 123.6 | 180.5 | 140.1 | 117.6 | 109.9 | 95.6 | 175.7 | 0 | 0 | 0 | 0 | 0 | 943   |

Gas Tank      52 1/2" = 3513 gal



### 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  | 655    | 4,276 |     |     |     |     |     | 21,250 |
| 161            | 2,491    | 2,286  | 2,535  | 1,259  | 3,946  | 3,703  | 4,029 |     |     |     |     |     | 20,249 |
| 162            | 24       | 540    | 45     | 343    | 46     | 10     | 18    |     |     |     |     |     | 1,026  |
| 163            | 4,257    | 2,438  | 2,112  | 4,400  | 4,200  | 4,614  | 1,488 |     |     |     |     |     | 23,509 |
| 164            | 2,468    | 2,463  | 2,455  | 1,952  | 840    | 552    | 682   |     |     |     |     |     | 11,412 |
| 166            | 1,289    | 1,247  | 1,451  | 1,399  | 1,221  | 767    | 1,713 |     |     |     |     |     | 9,087  |
| <b>TOTAL</b>   | 12,686   | 12,346 | 12,734 | 13,651 | 12,609 | 10,301 | 2,563 | 0   | 0   | 0   | 0   | 0   | 76,890 |
| <b>GALLONS</b> | 1,110.90 | 1,016  | 940    | 1,193  | 1,211  | 1,054  | 1,028 |     |     |     |     |     | 7,552  |

### Specialty Vehicles PD

|          |     |     |     |      |    |      |       |  |  |  |  |  |       |
|----------|-----|-----|-----|------|----|------|-------|--|--|--|--|--|-------|
| Marine 1 | 40  | 3   | 4.2 | 51.2 | 97 | 74.5 | 111.2 |  |  |  |  |  | 381.1 |
| ATV      | 8.7 | 6.6 | 8.7 | 15   | 24 | 20   | 19    |  |  |  |  |  | 102   |

### Water Department

|                |       |       |       |       |       |       |       |   |   |   |   |   |       |
|----------------|-------|-------|-------|-------|-------|-------|-------|---|---|---|---|---|-------|
| 170            | 577   | 532   | 311   | 194   | 69    | 137   | 131   |   |   |   |   |   | 1,951 |
| 171            | 105   | 47    | 55    | 0     | 4     | 8     | 18    |   |   |   |   |   | 237   |
| 172            | 502   | 473   | 637   | 439   | 666   | 472   | 527   |   |   |   |   |   | 3,716 |
| 173            | 199   | 236   | 218   | 100   | 47    | 116   | 124   |   |   |   |   |   | 1,040 |
| 174            | 0     | 0     | 150   | 538   | 559   | 571   | 403   |   |   |   |   |   | 2,221 |
| <b>TOTAL</b>   | 1,383 | 1,288 | 1,371 | 1,271 | 1,345 | 1,304 | 1,203 | 0 | 0 | 0 | 0 | 0 | 9,165 |
| <b>GALLONS</b> | 123.6 | 180.5 | 140.1 | 118   | 110   | 96    | 176   |   |   |   |   |   | 943   |

## Vehicle/Mileage Recap JULY 2020

| Unit | Type         | Primary Use       | EOM     | BOM               | CMM        | PMM        | INC/DEC        |
|------|--------------|-------------------|---------|-------------------|------------|------------|----------------|
| 160  | SUV (OLD)    | Road Patrol       | 145,981 | 145,198           | 783        | 655        | 128            |
| 161  | SUV (OLD)    | Road Patrol       | 123,528 | 123,126           | 402        | 3,703      | -3,301         |
| 160  | SUV (NEW)    | Road Patrol       | 3,539   | 46                | 3,493      | 0          | 3,493          |
| 161  | SUV (NEW)    | Road Patrol       | 3,673   | 46                | 3,627      | 0          | 3,627          |
| 162  | Crown Vic.   | Training/Decoy    | 124,301 | 124,283           | 18         | 10         | 8              |
| 163  | SUV          | Road Patrol       | 49,407  | 47,919            | 1,488      | 4,614      | -3,126         |
| 164  | Charger      | Chief             | 70,038  | 69,356            | 682        | 552        | 130            |
| 166  | Charger      | Major             | 173,324 | 171,611           | 1,713      | 767        | 946            |
|      |              | <b>Police</b>     |         | <b>Police</b>     | 12,206     | 10,301     | 1,905          |
| 170  | Pickup Truck | Maintenance       | 93,800  | 93,669            | 131        | 137        | -6             |
| 171  | Pickup Truck | Maintenance       | 91,131  | 91,113            | 18         | 8          | 10             |
| 172  | Pickup Truck | Water Dept        | 52,920  | 52,393            | 527        | 472        | 55             |
| 173  | Pickup Truck | Water Dept        | 3,685   | 3,561             | 124        | 116        | 8              |
| 174  | Pickup Truck | Water Dept        | 2,421   | 2,018             | 403        | 571        | -168           |
|      |              | <b>Water Dept</b> |         | <b>Water Dept</b> | 1,203      | 1,304      | -101           |
|      |              | <b>EOMH</b>       |         | <b>BOMH</b>       | <b>CMH</b> | <b>PMH</b> | <b>INC/DEC</b> |
| M1   | Boat         | Patrol            | 1549.7  | 1438.5            | 111.2      | 74.5       | 37             |
| 165  | ATV          | Patrol            | 77.5    | 58.5              | 19         | 20         | -1             |

### 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



## HILLSBORO BEACH POLICE DEPARTMENT



Date: July 16, 2020  
To: Chief Szesnat (Via Chain of Command)  
From: Sgt. R. Gianino #4786  
Subject: Commendation Letter for CRS T. Franco #4794 **TF**

Chief Szesnat,

On July 16, 2020 Investigator Stengel received an email correspondence from a woman wanting to report a sexual battery that allegedly occurred within the Town of Hillsboro Beach's jurisdiction. According to Investigator Stengel the alleged victim was giving scant information via emails in which they were exchanging regarding the incident. Due to the seriousness of the allegation, Investigator Stengel thought it best that the victim be contacted via telephone in order to gain more insight into the event.

I along with CRS Franco placed a telephone call to the victim on a recorded police line. Upon the victim answering the phone, I and CRS Franco introduced ourselves. Understandably the victim expressed her desire to speak with a female only regarding the particulars of the crime. Upon that request, I advised the victim that civilian employee CRS Franco, being the only female employee on shift at the time, would be more than happy to speak with her regarding the incident if she was comfortable with doing so. The victim agreed to speak with CRS Franco and at that point I excused myself from the telephone call. I remained in the capacity of an advisor to assist CRS Franco.

It is with great pleasure that I inform you of the outstanding job performed by CRS Franco. She exhibited compassion, empathy, patience and professionalism that are the hallmarks of an excellent communicator and stellar employee. She displayed a true desire to take action that in the end, according to the victim, alleviated her distress and helped her follow through and report the incident. I was thoroughly impressed with CRS Franco's ability to step into a role that she is unfamiliar with, and conduct herself in a way that demonstrates her skills as an excellent communicator.

I am requesting that CRS Franco be recognized for her outstanding assistance and performance regarding the listed incident and that a copy of this letter be placed in her permanent personnel file.

Respectfully Submitted,

Sgt. R. Gianino #4786



# TOWN OF HILLSBORO BEACH



## FINANCIAL REPORT JULY 31, 2020

Meeting Date: September 1, 2020

1

## GENERAL FUND

### Overview

- ▶ Surplus of \$303.2 thousand through July. (Total funding over/under Expenditures)

### Revenue / Other Sources

- ▶ Total funding for July was at 96.8% of the annual budget (excluding use of fund balance).
- ▶ Revenue from property tax collections is 99.4% through July.

| Description                | Budget              | Actual              | % of Budget  |
|----------------------------|---------------------|---------------------|--------------|
| Property Taxes             | \$ 4,715,939        | \$ 4,689,533        | 99.4%        |
| Other Local Taxes          | 270,000             | 217,466             | 80.5%        |
| Intergovernmental Revenues | 178,949             | 133,600             | 74.7%        |
| Fines & Forfeitures        | 5,100               | 2,217               | 43.5%        |
| Miscellaneous Revenues     | 45,000              | 46,276              | 102.8%       |
| Interest Income            | 48,000              | 93,645              | 195.1%       |
| Transfer In                | 133,000             | 41,667              | 31.3%        |
| <b>Total Funding</b>       | <b>\$ 5,395,988</b> | <b>\$ 5,224,404</b> | <b>96.8%</b> |



2

July 2020 Financial Report

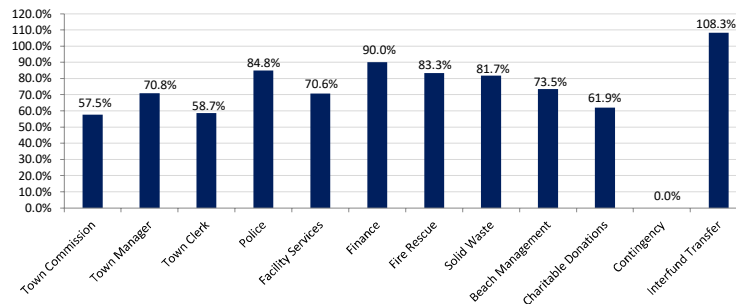
2

## GENERAL FUND

### Expenditures

- ▶ Total expenditures – Favorable at 80.7% of the annual budget.

General Fund - % of Budget Spent by Department



3

July 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 \$25.2 thousand due to County Transportation Grant.
    - Revenue collected is 132.6% of annual budget or \$86 thousand.
    - Expenses are 74.3% of annual budget or \$60.8 thousand.
  - Marine Law Enforcement Fund – 61.4% of budget or \$18.6 thousand.
  - Permitting, P&Z, Code Compliance – 70.5% of budget or \$305.3 thousand.
    - Includes \$13.7 thousand transfer for expenditures.
- ▶ \$392.4 thousand balance in Federal Forfeitures / Asset Sharing Fund (includes interest income).



4

July 2020 Financial Report

4

## OTHER FUNDS

### Debt Service Fund – Beach Loan

- ▶ Total assessments collected as of July was \$751.8 thousand or 100.2% of the annual budget.
- ▶ The Beach Loan was paid off on **March 16, 2020**.

### Capital Projects Fund – (General Fund Improvements)

- ▶ The capital expenditures for July was \$3.96 million or 72.2% of the annual budget.



5

July 2020 Financial Report

5

## WATER FUND

### Overview

- ▶ Overall, the water fund had a surplus of \$237 thousand.
- ▶ Operations had a surplus of \$192 thousand.
- ▶ Balance of surplus is for future debt service payments and repairs & maintenance expenses.
- ▶ Debt Service payments made through July were \$581.3 thousand or 74.2% of the annual budget.

### Revenue/Other Sources

- ▶ Total revenue – 87.7% of the annual budget.
- ▶ Total water service revenue – 88% of the annual budget.
- ▶ The water usage billings through July were up by 3.65% compared to last year at this time.



6

July 2020 Financial Report

6

## WATER FUND

### Water Usage Comparison

- ▶ The chart shows the usage for July by service type, comparing prior year July 2019 and last month usage.
- ▶ The total gallons used compared to last month increased by 1,250 thousand gallons or 6.3%.

| Service Type  | (Prior Year)  |               |               | Month-to-Month Change |             |
|---------------|---------------|---------------|---------------|-----------------------|-------------|
|               | Jul-19        | Jun-20        | Jul-20        | Change in Usage       | % Change    |
| Irrigation    | 10,557        | 10,161        | 12,483        | 2,322                 | 22.9%       |
| Single Family | 2,434         | 2,550         | 2,428         | -122                  | -4.8%       |
| Multi Family  | 5,993         | 7,030         | 6,080         | -950                  | -13.5%      |
| <b>Total</b>  | <b>18,984</b> | <b>19,741</b> | <b>20,991</b> | <b>1,250</b>          | <b>6.3%</b> |



7

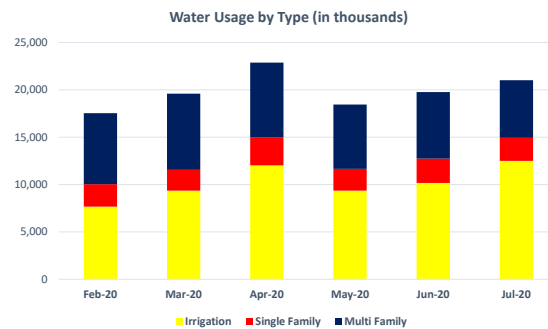
July 2020 Financial Report

7

## WATER FUND

### Water Usage Trend

- ▶ The charts below compares the water usage by service type for the last 6 months.



8

July 2020 Financial Report

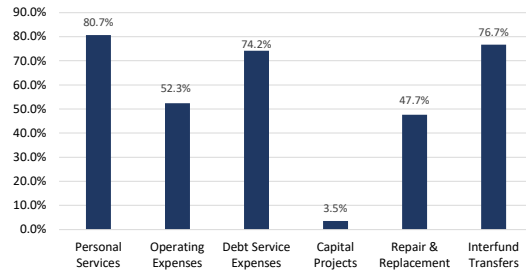
8

## WATER FUND

### Expenses

- ▶ Total expenses through July was at 57.1% 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 July totaled \$53 thousand or 7.6% of the annual budget.

Water Fund - % of Budget Spent by Type



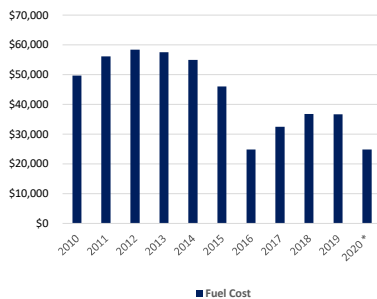
9

July 2020 Financial Report

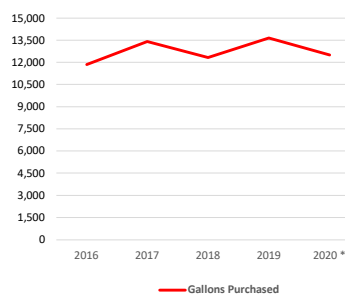
9

## 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 **     | \$24,751  | 12,501            | \$1.98             |

\*\* FY2020 totals thru July 31, 2020



10

July 2020 Financial Report

10

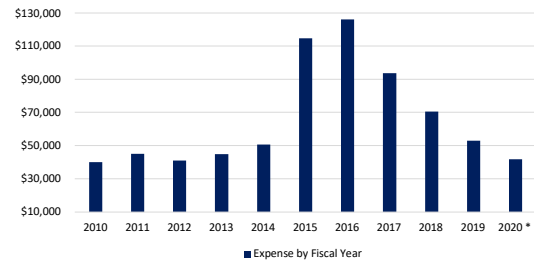


## WORKERS' COMPENSATION INSURANCE – PREMIUM COST

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 **      | \$ 2,149         | \$ 27,322         | \$ 12,134         | \$ 41,605         |
| <b>TOTAL</b> | <b>\$ 33,648</b> | <b>\$ 517,415</b> | <b>\$ 169,396</b> | <b>\$ 720,458</b> |

Total Expenses by Fiscal Year



\*\* FY2020 Totals thru July 31, 2020



11

July 2020 Financial Report

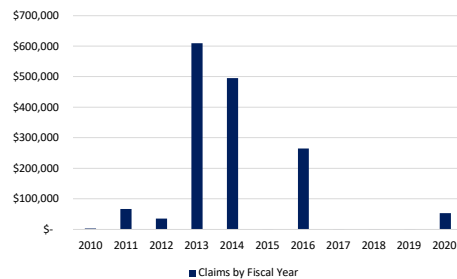
11

## 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  |

Total Claims by Fiscal Year



\*\* Open Claim amounts thru 5/14/20 – Updated Quarterly



12

July 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: August 24, 2020**  
**SUBJECT: July Financial Report**

---

Please find included in this agenda item the July 2020 financial report. At this point in the fiscal year (through July), the revenues and expenditures should be at approximately 83.33% 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 July was at 85.7% of the annual budget.
  - Ad valorem taxes are 99.2% collected through July.
- Total expenditures through July were at 80.7% of the annual budget.

### **Special Revenue Funds**

#### **Community Bus**

- Total funding through July were at 105% of the annual budget.
- Total expenditures through July were at 74.3% of the annual budget.

#### **Marine Law Enforcement Grant**

- Total funding and expenditures through July were at 61.4% of the annual budget.

#### **Permitting, P&Z, Code Compliance**

- Total funding and expenditures through July were at 70.5% of the annual budget.

#### **Federal Forfeitures / Asset Sharing**

- Total funds available through July - \$392,432.

### **Debt Service Fund – (Beach Loan)**

- Total revenues (Non-Ad valorem assessments) through July were at 100.2% 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 July were at 72.2% of the annual budget.

## MEMORANDUM

**Town of Hillsboro Beach**  
**Subject: July Financial Report**  
**Page 2**

### Water Fund – (Operations)

- Total funding through July was at 84.3% of the annual budget. The water usage billings through July (YTD) were up by 3.65% compared to last year at the same time. For the month of July, the total gallons used was up by 6.3% or 1,250 thousand gallons compared to last month. The chart below compares the usage for July by category (Single Family, Multi Family, Irrigation) with last month and with the prior year - July 2019. The Change in usage and % change compare current month with prior month.

#### Usage Comparison in thousands)

| Service Type  | (Prior Yr)<br>July-19 | June-20       | July-20       | Month-to-Month<br>Change |             |
|---------------|-----------------------|---------------|---------------|--------------------------|-------------|
|               |                       |               |               | Change<br>in Usage       | %<br>Change |
| Irrigation    | 10,557                | 10,161        | 12,483        | 2,322                    | 22.9%       |
| Single Family | 2,434                 | 2,550         | 2,428         | -122                     | -4.8%       |
| Multi Family  | 5,993                 | 7,030         | 6,080         | -950                     | -13.5%      |
| <b>Total</b>  | <b>18,984</b>         | <b>19,741</b> | <b>20,991</b> | <b>1,250</b>             | <b>6.3%</b> |

- Total expenses through July were at 71.4% of the annual budget.

### Debt Service – (State Revolving Loans)

- Total funding through July was 83.4% 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 through July was 7.6% of the annual budget.
- Total expenditures through July were at 7.6% of the annual budget.

# **Town of Hillsboro Beach**

Financial Report

July 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)

July 31, 2020



**Balance Sheet**  
July 31, 2020

| ACCOUNT DESCRIPTION            | GENERAL FUNDS       | SPECIAL REVENUE FUNDS | DEBT SERVICE FUNDS | CAPITAL PROJECT FUNDS | WATER FUNDS         | TOTAL               |
|--------------------------------|---------------------|-----------------------|--------------------|-----------------------|---------------------|---------------------|
| <b><u>ASSETS</u></b>           |                     |                       |                    |                       |                     |                     |
| <b>Current Assets</b>          |                     |                       |                    |                       |                     |                     |
| Equity in Pooled Cash          | \$ 4,036,708        | \$ 24,127             | \$ 7,874           | \$ 25,357             | \$ 2,624,922        | \$ 6,718,988        |
| Accounts Receivable            | 57,328              | 116                   | -                  | -                     | 279,495             | 336,939             |
| Allow -Doubtful Accounts       | (26,072)            | -                     | -                  | -                     | (32,305)            | (58,377)            |
| Assessments Receivable         | -                   | -                     | 65,736             | -                     | -                   | 65,736              |
| Due From Other Gov'tl Units    | 33,208              | 38,851                | -                  | -                     | -                   | 72,059              |
| Deferred Outflow of Resources  | -                   | -                     | -                  | -                     | 84,510              | 84,510              |
| Fuel                           | 7,368               | -                     | -                  | -                     | -                   | 7,368               |
| Money Market Account           | -                   | 410,824               | -                  | -                     | -                   | 410,824             |
| Prepaid Items                  | 46,268              | -                     | -                  | -                     | 2,249               | 48,517              |
| Deposits                       | 350,000             | -                     | -                  | -                     | -                   | 350,000             |
| <b>Total Current Assets</b>    | <b>4,504,808</b>    | <b>473,918</b>        | <b>73,610</b>      | <b>25,357</b>         | <b>2,958,871</b>    | <b>8,036,564</b>    |
| <b>Noncurrent Assets</b>       |                     |                       |                    |                       |                     |                     |
| 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)           |
| <b>Total Noncurrent Assets</b> | <b>-</b>            | <b>-</b>              | <b>-</b>           | <b>-</b>              | <b>11,729,773</b>   | <b>11,729,773</b>   |
| <b>TOTAL ASSETS</b>            | <b>\$ 4,504,808</b> | <b>\$ 473,918</b>     | <b>\$ 73,610</b>   | <b>\$ 25,357</b>      | <b>\$14,688,644</b> | <b>\$19,766,337</b> |

**LIABILITIES**

**Current Liabilities**

|                               |           |        |      |        |          |           |
|-------------------------------|-----------|--------|------|--------|----------|-----------|
| Accounts Payable              | \$ 49,740 | \$ 940 | \$ - | \$ 633 | \$ 4,531 | \$ 55,844 |
| Accrued Expenses              | 133,613   | 54,073 | -    | 24,724 | 9,599    | 222,009   |
| DBPR/DCA/BRA Surcharges       | -         | 1,288  | -    | -      | -        | 1,288     |
| 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         | 63,694    | -      | -    | -      | 13,087   | 76,781    |
| Accrued Taxes Payable         | 4,881     | -      | -    | -      | 983      | 5,864     |



**Balance Sheet**  
July 31, 2020

| ACCOUNT DESCRIPTION                  | GENERAL FUNDS  | SPECIAL REVENUE FUNDS | DEBT SERVICE FUNDS | CAPITAL PROJECT FUNDS | WATER FUNDS       | TOTAL             |
|--------------------------------------|----------------|-----------------------|--------------------|-----------------------|-------------------|-------------------|
| Payroll Deduction - Misc.            | 14,535         | -                     | -                  | -                     | 5,100             | 19,635            |
| Deferred Compensation-ICMA 457       | 2,748          | -                     | -                  | -                     | 50                | 2,798             |
| ICMA-Retirement Health Savings       | 2,607          | -                     | -                  | -                     | -                 | 2,607             |
| Flexible Spending Account            | (2,729)        | -                     | -                  | -                     | (819)             | (3,548)           |
| Deposits                             | 8,125          | -                     | -                  | -                     | -                 | 8,125             |
| Deferred Revenue                     | -              | -                     | 65,736             | -                     | -                 | 65,736            |
| <b>Total Current Liabilities</b>     | <b>303,558</b> | <b>56,301</b>         | <b>65,736</b>      | <b>25,357</b>         | <b>380,180</b>    | <b>831,132</b>    |
| <b>Long-Term Liabilities</b>         |                |                       |                    |                       |                   |                   |
| Note/Loan Payable - LT (Water Plant) | -              | -                     | -                  | -                     | 3,382,624         | 3,382,624         |
| Note/Loan Payable - LT (Water Main)  | -              | -                     | -                  | -                     | 6,607,094         | 6,607,094         |
| 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           |
| <b>Total Long-Term Liabilities</b>   | <b>-</b>       | <b>-</b>              | <b>-</b>           | <b>-</b>              | <b>10,410,927</b> | <b>10,410,927</b> |
| <b>TOTAL LIABILITIES</b>             | <b>303,558</b> | <b>56,301</b>         | <b>65,736</b>      | <b>25,357</b>         | <b>10,791,107</b> | <b>11,242,059</b> |

**FUND BALANCES / NET ASSETS**

*Fund Balances*

**Nonspendable:**

|               |        |   |   |   |   |        |
|---------------|--------|---|---|---|---|--------|
| Prepaid Items | 46,268 | - | - | - | - | 46,268 |
|---------------|--------|---|---|---|---|--------|

**Restricted for:**

|                 |   |         |       |   |   |         |
|-----------------|---|---------|-------|---|---|---------|
| Debt Service    | - | -       | 7,874 | - | - | 7,874   |
| Special Revenue | - | 417,617 | -     | - | - | 417,617 |

**Unassigned:**

|  |           |   |   |   |   |           |
|--|-----------|---|---|---|---|-----------|
|  | 4,154,982 | - | - | - | - | 4,154,982 |
|--|-----------|---|---|---|---|-----------|

*Net Assets*

|                                                    |   |   |   |   |           |           |
|----------------------------------------------------|---|---|---|---|-----------|-----------|
| Invested in capital assets,<br>net of related debt | - | - | - | - | 1,419,796 | 1,419,796 |
| Unrestricted/Unreserved                            | - | - | - | - | 2,477,741 | 2,477,741 |

|                                         |                     |                   |                 |             |                     |                     |
|-----------------------------------------|---------------------|-------------------|-----------------|-------------|---------------------|---------------------|
| <b>TOTAL FUND BALANCES / NET ASSETS</b> | <b>\$ 4,201,250</b> | <b>\$ 417,617</b> | <b>\$ 7,874</b> | <b>\$ -</b> | <b>\$ 3,897,537</b> | <b>\$ 8,524,278</b> |
|-----------------------------------------|---------------------|-------------------|-----------------|-------------|---------------------|---------------------|

|                                                           |                     |                   |                  |                  |                     |                     |
|-----------------------------------------------------------|---------------------|-------------------|------------------|------------------|---------------------|---------------------|
| <b>TOTAL LIABILITIES &amp; FUND BALANCES / NET ASSETS</b> | <b>\$ 4,504,808</b> | <b>\$ 473,918</b> | <b>\$ 73,610</b> | <b>\$ 25,357</b> | <b>\$14,688,644</b> | <b>\$19,766,337</b> |
|-----------------------------------------------------------|---------------------|-------------------|------------------|------------------|---------------------|---------------------|





**Statement of Revenues, Expenditures and Changes in Fund Balances  
General Fund**

For the Period Ending July 31, 2020

(83.33% Yr Complete)

| Description                     | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|---------------------------------|------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                                 |                  |                        |                     |                          | Year to Date<br>Jul-19 | Variance<br>Fav (unfav) |
| <b><u>FUNDING</u></b>           |                  |                        |                     |                          |                        |                         |
| <b>Revenues</b>                 |                  |                        |                     |                          |                        |                         |
| Property Taxes                  | \$ 4,715,939     | \$ 4,689,533           | \$ 26,406           | 99.4%                    | \$ 4,617,684           | \$ 71,849               |
| Other Local Taxes               | 270,000          | 217,466                | 52,534              | 80.5%                    | 218,464                | (998)                   |
| Intergovernmental Revenues      | 178,949          | 133,600                | 45,349              | 74.7%                    | 390,362                | (256,762)               |
| Fines & Forfeitures             | 5,100            | 2,217                  | 2,883               | 43.5%                    | 3,557                  | (1,339)                 |
| Miscellaneous Revenues          | 45,000           | 46,276                 | (1,276)             | 102.8%                   | 22,695                 | 23,581                  |
| Interest Income                 | 48,000           | 93,645                 | (45,645)            | 195.1%                   | 103,409                | (9,765)                 |
| <b>Total Revenues</b>           | <b>5,262,988</b> | <b>5,182,738</b>       | <b>80,250</b>       | <b>98.5%</b>             | <b>5,356,171</b>       | <b>(173,434)</b>        |
| <b>Other Sources</b>            |                  |                        |                     |                          |                        |                         |
| Transfer In                     | 133,000          | 41,667                 | 91,333              | 31.3%                    | 83,017                 | (41,350)                |
| Use / (Add't) Fund Balance      | 699,827          | -                      | -                   | 0.0%                     | -                      | -                       |
| <b>Total Other Sources</b>      | <b>832,827</b>   | <b>41,667</b>          | <b>91,333</b>       | <b>5.0%</b>              | <b>83,017</b>          | <b>(41,350)</b>         |
| <b>TOTAL FUNDING</b>            | <b>6,095,815</b> | <b>5,224,404</b>       | <b>171,584</b>      | <b>85.7%</b>             | <b>5,439,188</b>       | <b>(214,784)</b>        |
| <b><u>EXPENDITURES</u></b>      |                  |                        |                     |                          |                        |                         |
| Town Commission                 | 48,396           | 27,847                 | 20,549              | 57.5%                    | 29,030                 | 1,183                   |
| Town Manager                    | 357,123          | 252,715                | 104,408             | 70.8%                    | 238,120                | (14,594)                |
| Town Clerk                      | 252,970          | 148,408                | 104,562             | 58.7%                    | 134,003                | (14,405)                |
| Police                          | 2,880,753        | 2,443,340              | 437,413             | 84.8%                    | 2,199,247              | (244,093)               |
| Facility Services               | 211,332          | 149,144                | 62,188              | 70.6%                    | 150,036                | 892                     |
| Finance                         | 110,639          | 99,590                 | 11,049              | 90.0%                    | 91,264                 | (8,326)                 |
| Fire Rescue                     | 819,287          | 682,714                | 136,573             | 83.3%                    | 669,262                | (13,453)                |
| Solid Waste                     | 273,714          | 223,512                | 50,202              | 81.7%                    | 223,512                | -                       |
| Beaches                         | 663,000          | 487,096                | 175,904             | 73.5%                    | 645,562                | 158,467                 |
| Charitable Donations            | 6,560            | 4,060                  | 2,500               | 61.9%                    | 3,572                  | (488)                   |
| Contingency                     | 100,000          | -                      | 100,000             | 0.0%                     | -                      | -                       |
| <b>TOTAL EXPENSES</b>           | <b>5,723,774</b> | <b>4,518,423</b>       | <b>\$ 1,205,351</b> | <b>78.9%</b>             | <b>4,383,608</b>       | <b>(134,816)</b>        |
| Interfund Transfer - Out        | 372,041          | 402,768                | (30,727)            | 108.3%                   | 68,486                 | (334,282)               |
| <b>TOTAL EXPENDITURES</b>       | <b>6,095,815</b> | <b>4,921,191</b>       | <b>\$ 1,174,624</b> | <b>80.7%</b>             | <b>4,452,094</b>       | <b>(469,097)</b>        |
| Total Funding over (under)      |                  |                        |                     |                          |                        |                         |
| Expenditures                    | \$ -             | 303,213                |                     |                          | \$ 987,095             | \$ (683,882)            |
| <b>Fund Balance - Beginning</b> |                  | 3,898,035              |                     |                          |                        |                         |
| <b>Fund Balance - Ending</b>    |                  | <b>\$ 4,201,248</b>    |                     |                          |                        |                         |



**General Fund - Revenue**  
For the Period Ending July 31, 2020

(83.33% Yr Complete)

| Description                            | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|----------------------------------------|------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                                        |                  |                        |                     |                          | Year to Date<br>Jul-19 | Variance<br>Fav (unfav) |
| <b>FUNDING</b>                         |                  |                        |                     |                          |                        |                         |
| <b>Revenues</b>                        |                  |                        |                     |                          |                        |                         |
| <b>Property Tax</b>                    |                  |                        |                     |                          |                        |                         |
| Ad Valorem Taxes                       | \$ 4,891,478     | \$ 4,850,297           | \$ 41,181           | 99.2%                    | \$ 4,778,041           | \$ 72,256               |
| Ad Valorem Taxes - Prior Years         | 3,000            | 7,874                  | (4,874)             | 262.5%                   | 5,647                  | 2,226                   |
| Ad Valorem Taxes - Discounts           | (178,539)        | (168,638)              | (9,901)             | 94.5%                    | (166,004)              | (2,633)                 |
| <b>Total - Property Tax</b>            | <b>4,715,939</b> | <b>4,689,533</b>       | <b>26,406</b>       | <b>99.4%</b>             | <b>4,617,684</b>       | <b>71,849</b>           |
| <b>Other Local Taxes</b>               |                  |                        |                     |                          |                        |                         |
| FPL Franchise                          | 230,000          | 183,640                | 46,360              | 79.8%                    | 184,805                | (1,165)                 |
| Local Communications Tax               | 40,000           | 33,826                 | 6,174               | 84.6%                    | 33,659                 | 167                     |
| <b>Total - Other Local Taxes</b>       | <b>270,000</b>   | <b>217,466</b>         | <b>52,534</b>       | <b>80.5%</b>             | <b>218,464</b>         | <b>(998)</b>            |
| <b>Intergovernmental Revenues</b>      |                  |                        |                     |                          |                        |                         |
| Occupational Licenses                  | 1,700            | 493                    | 1,207               | 29.0%                    | 538                    | (44)                    |
| State Revenue Sharing                  | 45,500           | 33,160                 | 12,340              | 72.9%                    | 37,554                 | (4,394)                 |
| Alcoholic Beverage License             | 640              | 636                    | 4                   | 99.4%                    | 636                    | -                       |
| Half-Cent Sales Tax                    | 131,109          | 96,698                 | 34,411              | 73.8%                    | 110,363                | (13,665)                |
| <b>Total - Intergov. Revenues</b>      | <b>178,949</b>   | <b>133,600</b>         | <b>45,349</b>       | <b>74.7%</b>             | <b>390,362</b>         | <b>(256,762)</b>        |
| <b>Fines &amp; Forfeitures</b>         |                  |                        |                     |                          |                        |                         |
| Judgments and Fines                    | 5,000            | 2,217                  | 2,783               | 44.3%                    | 3,423                  | (1,206)                 |
| Other Fines and/or Forfeits            | 100              | -                      | 100                 | 0.0%                     | 133                    | (133)                   |
| <b>Total - Fines &amp; Forfeitures</b> | <b>5,100</b>     | <b>2,217</b>           | <b>2,883</b>        | <b>43.5%</b>             | <b>3,557</b>           | <b>(1,339)</b>          |
| <b>Miscellaneous Revenue</b>           |                  |                        |                     |                          |                        |                         |
| Miscellaneous                          | 10,000           | 1,559                  | 8,441               | 15.6%                    | 10,295                 | (8,737)                 |
| Police Reimbursement                   | 20,000           | 32,718                 | (12,718)            | 163.6%                   | -                      | 32,718                  |
| Lien Search Fee                        | 15,000           | 12,000                 | 3,000               | 80.0%                    | 12,400                 | (400)                   |
| <b>Total - Misc. Revenue</b>           | <b>45,000</b>    | <b>46,276</b>          | <b>(1,276)</b>      | <b>102.8%</b>            | <b>22,695</b>          | <b>23,581</b>           |
| <b>Interest Income</b>                 |                  |                        |                     |                          |                        |                         |
| Interest - Investments                 | 75,000           | 66,049                 | 8,951               | 88.1%                    | 56,092                 | 9,957                   |
| Interest - Tax Collector               | 3,000            | 2,929                  | 71                  | 97.6%                    | 3,430                  | (502)                   |
| Net Incr (Decr) In FMV-Invest          | (30,000)         | 24,667                 | (54,667)            | -82.2%                   | 43,886                 | (19,220)                |
| <b>Total - Interest Income</b>         | <b>48,000</b>    | <b>93,645</b>          | <b>(45,645)</b>     | <b>195.1%</b>            | <b>103,409</b>         | <b>(9,765)</b>          |
| <b>Total Revenue</b>                   | <b>5,262,988</b> | <b>5,182,738</b>       | <b>80,250</b>       | <b>98.5%</b>             | <b>5,356,171</b>       | <b>(173,434)</b>        |



**General Fund - Revenue**  
For the Period Ending July 31, 2020

(83.33% Yr Complete)

| Description                       | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|-----------------------------------|------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                                   |                  |                        |                     |                          | Year to Date<br>Jul-19 | Variance<br>Fav (unfav) |
| <b>Transfer In</b>                |                  |                        |                     |                          |                        |                         |
| Water Fund                        | 50,000           | 41,667                 | 8,333               | 83.3%                    | 41,667                 | -                       |
| Special Rev. - Permits, P&Z       | 83,000           | -                      | 83,000              | 0.0%                     | 41,350                 | (41,350)                |
| <b>Total - Transfer In</b>        | <b>133,000</b>   | <b>41,667</b>          | <b>91,333</b>       | <b>31.3%</b>             | <b>83,017</b>          | <b>(41,350)</b>         |
| <b>Use / (Add't) Fund Balance</b> | <b>699,827</b>   | <b>-</b>               | <b>699,827</b>      | <b>0.0%</b>              | <b>-</b>               | <b>-</b>                |
| <b>TOTAL FUNDING</b>              | <b>6,095,815</b> | <b>5,224,404</b>       | <b>871,411</b>      | <b>85.7%</b>             | <b>5,439,188</b>       | <b>(214,784)</b>        |



# **General Fund - Town Commission**

For the Period Ending July 31, 2020

(83.33% Yr Complete)

| Description              | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR   |             |
|--------------------------|------------------|------------------------|---------------------|--------------------------|--------------|-------------|
|                          |                  |                        |                     |                          | Year to Date | Variance    |
|                          |                  |                        |                     |                          | Jul-19       | Fav (unfav) |
| Personal Services        |                  |                        |                     |                          |              |             |
| Mayor/Commission Stipend | \$ 28,800        | \$ 24,000              | \$ 4,800            | 83.3%                    | \$ 24,000    | \$ -        |
| FICA                     | 2,203            | 1,836                  | 367                 | 83.3%                    | 1,836        | -           |
| Total Personal Services  | 31,003           | 25,836                 | 5,167               | 83.3%                    | 25,836       | -           |
| 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            | 1,903                  | 1,597               | 54.4%                    | 3,032        | 1,129       |
| Total Operating Expenses | 17,393           | 2,011                  | 15,382              | 11.6%                    | 3,194        | 1,183       |
|                          |                  |                        |                     |                          |              |             |
| TOTAL COMMISSION         | \$ 48,396        | \$ 27,847              | \$ 20,549           | 57.5%                    | \$ 29,030    | \$ 1,183    |



## General Fund - Town Manager

For the Period Ending July 31, 2020

(83.33% Yr Complete)

| Description                  | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|------------------------------|------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                              |                  |                        |                     |                          | Year to Date<br>Jul-19 | Variance<br>Fav (unfav) |
| Personal Services            |                  |                        |                     |                          |                        |                         |
| Salaries                     | \$ 132,860       | \$ 112,418             | \$ 20,442           | 84.6%                    | \$ 108,750             | \$ (3,668)              |
| Payroll - Vacation           | 11,856           | -                      | 11,856              | 0.0%                     | -                      | -                       |
| Car Allowance                | 6,000            | 5,000                  | 1,000               | 83.3%                    | 5,000                  | -                       |
| FICA                         | 11,530           | 8,719                  | 2,811               | 75.6%                    | 8,413                  | (306)                   |
| Florida Retirement System    | 36,772           | 28,976                 | 7,796               | 78.8%                    | 39,814                 | 10,837                  |
| 401 (A) Plan                 | -                | -                      | -                   | n/a                      | 7,500                  | 7,500                   |
| Health and Life Insurance    | 16,659           | 14,484                 | 2,176               | 86.9%                    | 12,765                 | (1,719)                 |
| Workers' Comp Insurance      | 346              | 164                    | 182                 | 47.3%                    | 158                    | (5)                     |
| Unemployment Compensation    | 500              | -                      | 500                 | 0.0%                     | -                      | -                       |
| Total Personal Services      | 216,523          | 169,760                | 46,763              | 78.4%                    | 182,400                | 12,639                  |
| Operating Expenses           |                  |                        |                     |                          |                        |                         |
| Town Attorney                | 65,000           | 74,246                 | (9,246)             | 114.2%                   | 46,952                 | (27,294)                |
| Prof. Services - IT Services | 9,100            | 5,458                  | 3,643               | 60.0%                    | 3,000                  | (2,458)                 |
| Contracts - Other Services   | 2,000            | 3,075                  | (1,075)             | 153.8%                   | -                      | (3,075)                 |
| Prof. Services - Lobbyist    | 60,000           | -                      | 60,000              | 0.0%                     | -                      | -                       |
| Miscellaneous                | 1,000            | -                      | 1,000               | 0.0%                     | 934                    | 934                     |
| Computer Expense / Supplies  | 1,000            | 120                    | 880                 | 12.0%                    | 560                    | 440                     |
| Training Expenses            | 2,500            | 56                     | 2,444               | 2.2%                     | 2,291                  | 2,235                   |
| Town Events                  | -                | -                      | -                   | n/a                      | 1,984                  | 1,984                   |
| Total Operating Expenses     | 140,600          | 82,954                 | 57,646              | 59.0%                    | 55,720                 | (27,234)                |
| TOTAL TOWN MANAGER           | \$ 357,123       | \$ 252,715             | \$ 104,408          | 70.8%                    | \$ 238,120             | \$ (14,594)             |



**General Fund - Town Clerk**  
For the Period Ending July 31, 2020

**(83.33% Yr Complete)**

| Description                      | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR   |             |
|----------------------------------|------------------|------------------------|---------------------|--------------------------|--------------|-------------|
|                                  |                  |                        |                     |                          | Year to Date | Variance    |
|                                  |                  |                        |                     |                          | Jul-19       | Fav (unfav) |
| Personal Services                |                  |                        |                     |                          |              |             |
| Salaries                         | \$ 114,726       | \$ 61,477              | \$ 53,249           | 53.6%                    | \$ 57,482    | \$ (3,995)  |
| Payroll - Vacation               | 2,301            | 920                    | 1,381               | 40.0%                    | -            | (920)       |
| FICA                             | 8,953            | 4,746                  | 4,207               | 53.0%                    | 4,378        | (368)       |
| Florida Retirement System        | 9,912            | 5,279                  | 4,633               | 53.3%                    | 4,797        | (482)       |
| Health and Life Insurance        | 28,397           | 15,211                 | 13,186              | 53.6%                    | 12,188       | (3,024)     |
| Workers' Comp Insurance          | 299              | 142                    | 157                 | 47.4%                    | 156          | 14          |
| Unemployment Compensation        | 250              | -                      | 250                 | 0.0%                     | -            | -           |
| Total Personal Services          | 164,838          | 87,776                 | 77,062              | 53.2%                    | 79,000       | (8,776)     |
| Operating Services               |                  |                        |                     |                          |              |             |
| Coding Ordinance                 | 3,000            | 3,205                  | (205)               | 106.8%                   | 185          | (3,020)     |
| Prof. Services- Digitize records | 15,000           | -                      | 15,000              | 0.0%                     | -            | -           |
| Temporary Labor                  | -                | 12,635                 | (12,635)            | n/a                      | 19,291       | 6,656       |
| Contracts - Other Services       | 4,000            | 5,860                  | (1,860)             | 146.5%                   | 3,128        | (2,732)     |
| Software Maintenance/Support     | 7,465            | 5,955                  | 1,510               | 79.8%                    | 3,406        | (2,549)     |
| Postage and Freight              | 2,500            | 1,690                  | 810                 | 67.6%                    | 1,111        | (579)       |
| Copier                           | 5,600            | 5,098                  | 502                 | 91.0%                    | 4,281        | (818)       |
| Advertising                      | 15,000           | 5,537                  | 9,463               | 36.9%                    | 5,147        | (390)       |
| Office Supplies                  | 5,900            | 2,799                  | 3,101               | 47.4%                    | 4,185        | 1,386       |
| Website Support                  | 4,967            | 4,139                  | 828                 | 83.3%                    | 1,242        | (2,897)     |
| Subscriptions and Memberships    | 5,700            | 4,387                  | 1,313               | 77.0%                    | 5,941        | 1,554       |
| Office Equipment                 | 1,000            | -                      | 1,000               | 0.0%                     | -            | -           |
| Training Expenses                | 3,500            | 672                    | 2,828               | 19.2%                    | 2,761        | 2,089       |
| Resident Mailings                | 14,500           | 8,654                  | 5,846               | 59.7%                    | 4,326        | (4,328)     |
| Total Operating Services         | 88,132           | 60,631                 | 27,501              | 68.8%                    | 55,003       | (5,628)     |
| TOTAL TOWN CLERK                 | \$ 252,970       | \$ 148,408             | \$ 104,562          | 58.7%                    | \$ 134,003   | \$ (14,405) |



**General Fund - Police**  
For the Period Ending July 31, 2020

**(83.33% Yr Complete)**

| Description                      | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR   |             |
|----------------------------------|------------------|------------------------|---------------------|--------------------------|--------------|-------------|
|                                  |                  |                        |                     |                          | Year to Date | Variance    |
|                                  |                  |                        |                     |                          | Jul-19       | Fav (unfav) |
| Personal Services                |                  |                        |                     |                          |              |             |
| Salaries                         | \$ 1,537,597     | \$ 1,306,177           | \$ 231,420          | 84.9%                    | \$ 1,230,634 | \$ (75,543) |
| Paid Holidays                    | 50,187           | 46,540                 | 3,647               | 92.7%                    | 44,263       | (2,278)     |
| Overtime                         | 20,000           | 29,652                 | (9,652)             | 148.3%                   | 13,729       | (15,924)    |
| Overtime - Task Force            | 20,000           | 17,899                 | 2,101               | 89.5%                    | -            | (17,899)    |
| Sick Leave Cash Out              | 30,000           | 81,734                 | (51,734)            | 272.4%                   | 28,010       | (53,725)    |
| Incentive                        | 17,270           | 11,906                 | 5,364               | 68.9%                    | 13,634       | 1,728       |
| FICA                             | 130,462          | 115,482                | 14,980              | 88.5%                    | 102,894      | (12,589)    |
| Florida Retirement System        | 361,695          | 314,584                | 47,111              | 87.0%                    | 297,388      | (17,196)    |
| Health and Life Insurance        | 419,330          | 334,476                | 84,854              | 79.8%                    | 295,904      | (38,572)    |
| Workers' Comp Insurance          | 57,694           | 27,322                 | 30,372              | 47.4%                    | 29,355       | 2,033       |
| Tuition Reimbursement            | 2,250            | -                      | 2,250               | 0.0%                     | -            | -           |
| AD&D Insurance                   | 887              | 560                    | 327                 | 63.1%                    | 701          | 141         |
| Unemployment Compensation        | 1,000            | -                      | 1,000               | 0.0%                     | -            | -           |
| Total Personal Services          | 2,648,372        | 2,286,334              | 362,038             | 86.3%                    | 2,056,511    | (229,823)   |
| Operating Expenses               |                  |                        |                     |                          |              |             |
| Contracts - Other Services       | 27,650           | 10,665                 | 16,985              | 38.6%                    | 9,664        | (1,001)     |
| Town Attorney                    | 20,000           | -                      | 20,000              | 0.0%                     | 2,588        | 2,588       |
| Prof. Services - IT Services     | 9,000            | 3,758                  | 5,242               | 41.8%                    | 3,263        | (496)       |
| Telephone Services               | 4,100            | 3,523                  | 577                 | 85.9%                    | 3,460        | (64)        |
| Mobile Phones                    | 7,300            | 3,850                  | 3,450               | 52.7%                    | 3,873        | 22          |
| Postage                          | 500              | 65                     | 435                 | 13.0%                    | 22           | (43)        |
| Electricity                      | 8,500            | 7,128                  | 1,372               | 83.9%                    | 7,147        | 19          |
| Liability and Property Insurance | 26,396           | 16,802                 | 9,594               | 63.7%                    | 17,731       | 929         |
| Building Repairs & Maintenance   | 3,000            | 285                    | 2,715               | 9.5%                     | 3,691        | 3,406       |
| Radio Maintenance                | 2,100            | -                      | 2,100               | 0.0%                     | -            | -           |
| Auto Repairs and Maintenance     | 25,000           | 18,124                 | 6,876               | 72.5%                    | 11,125       | (7,000)     |
| Boat Repairs and Maintenance     | 15,000           | 15,254                 | (254)               | 101.7%                   | 11,918       | (3,336)     |
| ATV Repairs and Maintenance      | 1,500            | 146                    | 1,354               | 9.8%                     | 78           | (68)        |
| Rental - Vehicles                | -                | 7,452                  | (7,452)             | n/a                      | 7,158        | (295)       |
| Copier                           | 2,700            | 2,567                  | 133                 | 95.1%                    | 2,195        | (373)       |
| Miscellaneous Services           | 1,500            | 1,173                  | 327                 | 78.2%                    | 1,220        | 47          |
| Internet Service                 | 6,100            | 5,494                  | 606                 | 90.1%                    | 4,950        | (545)       |
| Physical Examinations            | 750              | 2,465                  | (1,715)             | 328.7%                   | 710          | (1,755)     |
| Office Supplies                  | 3,000            | 1,435                  | 1,565               | 47.8%                    | 1,578        | 143         |
| Operating Supplies               | 6,000            | 9,706                  | (3,706)             | 161.8%                   | 3,826        | (5,880)     |
| Fuel & Oil                       | 36,000           | 21,682                 | 14,318              | 60.2%                    | 24,709       | 3,027       |



**General Fund - Police**  
For the Period Ending July 31, 2020

(83.33% Yr Complete)

| Description                     | Annual<br>Budget    | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR          |                     |
|---------------------------------|---------------------|------------------------|---------------------|--------------------------|---------------------|---------------------|
|                                 |                     |                        |                     |                          | Year to Date        | Variance            |
|                                 |                     |                        |                     |                          | Jul-19              | Fav (unfav)         |
| Uniforms Supplies               | 7,000               | 8,156                  | (1,156)             | 116.5%                   | 5,582               | (2,574)             |
| 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               | 1,056                  | 944                 | 52.8%                    | 2,054               | 998                 |
| Education / Training            | 14,000              | 13,782                 | 218                 | 98.4%                    | 12,901              | (881)               |
| <b>Total Operating Expenses</b> | <b>232,381</b>      | <b>157,006</b>         | <b>75,375</b>       | <b>67.6%</b>             | <b>142,736</b>      | <b>(14,270)</b>     |
| <b>TOTAL POLICE</b>             | <b>\$ 2,880,753</b> | <b>\$ 2,443,340</b>    | <b>\$ 437,413</b>   | <b>84.8%</b>             | <b>\$ 2,199,247</b> | <b>\$ (244,093)</b> |





# General Fund - Facility Services

For the Period Ending July 31, 2020

(83.33% Yr Complete)

| Description                      | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR   |             |
|----------------------------------|------------------|------------------------|---------------------|--------------------------|--------------|-------------|
|                                  |                  |                        |                     |                          | Year to Date | Variance    |
|                                  |                  |                        |                     |                          | Jul-19       | Fav (unfav) |
| Personal Services                |                  |                        |                     |                          |              |             |
| Salaries                         | \$ 48,818        | \$ 41,796              | \$ 7,022            | 85.6%                    | \$ 40,134    | \$ (1,662)  |
| 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            | 3,470                  | 695                 | 83.3%                    | 3,352        | (118)       |
| Florida Retirement System        | 4,612            | 3,594                  | 1,018               | 77.9%                    | 3,654        | 59          |
| Health and Life Insurance        | 33,417           | 24,533                 | 8,884               | 73.4%                    | 23,495       | (1,038)     |
| Workers' Comp Insurance          | 3,892            | 1,843                  | 2,049               | 47.4%                    | 1,887        | 44          |
| Total Personal Services          | 100,535          | 78,804                 | 21,731              | 78.4%                    | 76,196       | (2,608)     |
| Operating Expenses               |                  |                        |                     |                          |              |             |
| Telephone Service                | 5,000            | 6,908                  | (1,908)             | 138.2%                   | 4,589        | (2,319)     |
| Utility - Water                  | 6,500            | 5,443                  | 1,057               | 83.7%                    | 5,150        | (293)       |
| Electricity                      | 4,000            | 3,204                  | 796                 | 80.1%                    | 3,580        | 376         |
| Utility - Sewer                  | 900              | 647                    | 253                 | 71.9%                    | 700          | 53          |
| Internet Service                 | 5,500            | 4,266                  | 1,234               | 77.6%                    | 3,939        | (327)       |
| Liability and Property Insurance | 20,497           | 14,163                 | 6,334               | 69.1%                    | 14,699       | 536         |
| Pest Control - Building/Grounds  | 1,200            | 961                    | 239                 | 80.1%                    | 920          | (41)        |
| R&M - Equipment                  | 10,000           | 861                    | 9,139               | 8.6%                     | 14,215       | 13,354      |
| 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            | 3,052                  | 4,948               | 38.2%                    | 3,514        | 462         |
| 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            | 4,067                  | (67)                | 101.7%                   | 1,815        | (2,252)     |
| Town Events                      | 25,000           | 18,576                 | 6,424               | 74.3%                    | -            | (18,576)    |
| A/C Maintenance Contract         | 2,000            | 381                    | 1,619               | 19.1%                    | -            | (381)       |
| Total Operating Expenses         | 110,797          | 70,339                 | 40,458              | 63.5%                    | 73,840       | 3,500       |
| TOTAL FACILITY SERVICES          | \$ 211,332       | \$ 149,144             | \$ 62,188           | 70.6%                    | \$ 150,036   | \$ 892      |



## General Fund - Other Departments

For the Period Ending July 31, 2020

(83.33% Yr Complete)

| Description                           | Annual Budget | Year to Date Actual | Amount Remaining | % of Annual Budget | PRIOR YEAR          |                      |
|---------------------------------------|---------------|---------------------|------------------|--------------------|---------------------|----------------------|
|                                       |               |                     |                  |                    | Year to Date Jul-19 | Variance Fav (unfav) |
| Finance                               |               |                     |                  |                    |                     |                      |
| Auditing Services                     | \$ 19,500     | \$ 19,125           | \$ 375           | 98.1%              | \$ 16,113           | \$ (3,012)           |
| Accounting/Financial Services         | 84,389        | 71,860              | 12,529           | 85.2%              | 67,045              | (4,815)              |
| Investment Services                   | 6,000         | 8,469               | (2,469)          | 141.2%             | 7,692               | (777)                |
| Bank Fees                             | 750           | 135                 | 615              | 18.1%              | 414                 | 278                  |
| Total Finance Expense                 | 110,639       | 99,590              | 11,049           | 90.0%              | 91,264              | (8,326)              |
| Fire Rescue                           |               |                     |                  |                    |                     |                      |
| Fire Service Agreement                | 819,287       | 682,714             | 136,573          | 83.3%              | 669,262             | (13,453)             |
| Total Fire Rescue Expense             | 819,287       | 682,714             | 136,573          | 83.3%              | 669,262             | (13,453)             |
| Solid Waste                           |               |                     |                  |                    |                     |                      |
| Contracts Services                    | 273,714       | 223,512             | 50,202           | 81.7%              | 223,512             | -                    |
| Total Solid Waste Expense             | 273,714       | 223,512             | 50,202           | 81.7%              | 223,512             | -                    |
| 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        | -                   | 15,000           | 0.0%               | -                   | -                    |
| Beach Attorney                        | 500,000       | 466,868             | 33,132           | 93.4%              | 559,168             | 92,300               |
| Beach Salvage (Boat removal)          | 2,000         | 250                 | 1,750            | 12.5%              | 2,500               | 2,250                |
| Buoys                                 | 10,000        | 3,690               | 6,310            | 36.9%              | 7,000               | 3,310                |
| Total Beach Management Expense        | 663,000       | 487,096             | 175,904          | 73.5%              | 645,562             | 158,467              |
| 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     | 1,496,971           | 476,229          |                    | 1,633,172           | 136,201              |



## General Fund - Other Departments

For the Period Ending July 31, 2020

(83.33% Yr Complete)

| Description                            | Annual<br>Budget    | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|----------------------------------------|---------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                                        |                     |                        |                     |                          | Year to Date<br>Jul-19 | Variance<br>Fav (unfav) |
| <b>Transfer Out</b>                    |                     |                        |                     |                          |                        |                         |
| To Transportation Fund                 | 17,041              | -                      | 17,041              | 0.0%                     | 14,846                 | 14,846                  |
| To Permitting, P&Z, Code Enf. Fund     | -                   | 13,671                 | (13,671)            | n/a                      | -                      | (13,671)                |
| To General Fund CIP                    | 355,000             | 389,097                | (34,097)            | 109.6%                   | 53,640                 | (335,457)               |
| <b>Total Transfer Out</b>              | <b>372,041</b>      | <b>402,768</b>         | <b>(30,727)</b>     | <b>108.3%</b>            | <b>\$ 68,486</b>       | <b>\$ (334,282)</b>     |
| <b>TOTAL OTHER DEPARTMENTS</b>         | <b>\$ 2,345,241</b> | <b>\$ 1,899,739</b>    | <b>\$ 445,502</b>   | <b>81.0%</b>             | <b>\$ 1,701,658</b>    | <b>\$ (198,081)</b>     |
| <b>TOTAL GENERAL FUND EXPENDITURES</b> | <b>\$ 6,095,815</b> | <b>\$ 4,921,191</b>    | <b>\$ 1,174,624</b> | <b>80.7%</b>             | <b>\$ 4,452,094</b>    | <b>\$ (469,097)</b>     |



## Notes to the Financial Statements - General Fund July 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 83.33% through July. 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                                                                                                                                                                          |
|-------------------------------|---------------|------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Revenues</b>               |               |            |             |                                                                                                                                                                                      |
| Interest - Investments        | 75,000        | 66,049     | 88.1%       | Interest on BankUnited Money Market and investments                                                                                                                                  |
| Ad Valorem Taxes              | 4,891,478     | 4,850,297  | 99.2%       | Collections were at 98.7% at this time last year                                                                                                                                     |
| FPL Franchise                 | 230,000       | 183,640    | 79.8%       | Accrued revenue from FPL                                                                                                                                                             |
| Communication Services Taxes  | 40,000        | 33,826     | 84.6%       | Revenue from the State                                                                                                                                                               |
| Interest - Tax Collector      | 3,000         | 2,929      | 97.6%       | Quarterly interest on assessments collected                                                                                                                                          |
| Police Reimbursement          | 20,000        | 32,718     | 163.6%      | Reimbursable DEA overtime and car rental                                                                                                                                             |
| <b>Expenditures</b>           |               |            |             |                                                                                                                                                                                      |
| <b><u>Town Manager</u></b>    |               |            |             |                                                                                                                                                                                      |
| Life and Health Insurance     | 16,659        | 14,484     | 86.9%       | Monthly insurance paid to City of N Miami Beach, plus additional life insurance                                                                                                      |
| Town Attorney                 | 65,000        | 74,246     | 114.2%      | Includes general matters, Seagrape appeal                                                                                                                                            |
| Contracts-Other Services      | 2,000         | 3,075      | 153.8%      | Resident guide project, consulting for policy and procedures                                                                                                                         |
| <b><u>Town Clerk</u></b>      |               |            |             |                                                                                                                                                                                      |
| Coding Ordinance              | 3,000         | 3,205      | 106.8%      | Code of Ordinance supplemental pages, Municode                                                                                                                                       |
| Temporary Labor               | -             | 12,635     | 0.0%        | Temporary Administrative Assistant                                                                                                                                                   |
| Contracts - Other Services    | 4,000         | 5,860      | 146.5%      | Summary and special meeting minutes, videography, Infinisource, conference calls, Dropbox upgrade to large email records                                                             |
| Copier                        | 5,600         | 5,098      | 91.0%       | Copier lease, copies, storage fees                                                                                                                                                   |
| <b><u>Police</u></b>          |               |            |             |                                                                                                                                                                                      |
| Paid Holidays                 | 50,187        | 46,540     | 92.7%       | Paid for holidays                                                                                                                                                                    |
| Overtime                      | 20,000        | 29,652     | 148.3%      | Staffing during vacations, sick time and COVID                                                                                                                                       |
| Overtime - Task Force         | 20,000        | 17,899     | 89.5%       | DEA overtime                                                                                                                                                                         |
| Sick Leave Cash Out           | 30,000        | 81,734     | 272.4%      | Paid out annually in December                                                                                                                                                        |
| Florida Retirement System     | 361,695       | 314,584    | 87.0%       | FRS based upon salaries, overtime plus holidays                                                                                                                                      |
| Telephone Services            | 4,100         | 3,523      | 85.9%       | Monthly phone service from AT&T plus added services, changed service to Granite in May                                                                                               |
| Boat Repairs and Maintenance  | 15,000        | 15,254     | 101.7%      | Boat and motor service and repairs, backplate and drive pulley on boat lift, repair steering                                                                                         |
| Rental - Vehicle              | -             | 7,452      | 0.0%        | Rental of vehicles for special duty                                                                                                                                                  |
| Copier                        | 2,700         | 2,567      | 95.1%       | Actuals includes copies of records                                                                                                                                                   |
| Internet Service              | 6,100         | 5,494      | 90.1%       | Monthly internet service with Comcast and Google                                                                                                                                     |
| Physical Examinations         | 750           | 2,465      | 328.7%      | Pre-employment polygraph and evaluations, vaccines, COVID Tests                                                                                                                      |
| Operating Supplies            | 6,000         | 9,706      | 161.8%      | Supplies, fire supplies, bio hazard/anti-microbial supplies, handgun & rifle ammunition, weapon light, key fobs                                                                      |
| Uniforms Supplies             | 7,000         | 8,156      | 116.5%      | 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        | 13,782     | 98.4%       | 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  
July 31, 2020**

| Account Name                       | Annual<br>Budget | YTD<br>Actual | % of<br>Budget | Explanation                                                     |
|------------------------------------|------------------|---------------|----------------|-----------------------------------------------------------------|
| <b>Expenditures (continued)</b>    |                  |               |                |                                                                 |
| <b><u>Facility Services</u></b>    |                  |               |                |                                                                 |
| Payroll-Salaries                   | 48,818           | 41,796        | 85.6%          | 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            | 6,908         | 138.2%         | Monthly phone service from AT&T increased more than expected    |
| R&M - Bocce Court                  | 1,000            | 2,488         | 248.8%         | Repaired bocce court water fountain, resurface court, clay bags |
| Operating Supplies - General       | 4,000            | 4,067         | 101.7%         | Operating supplies plus (3) Samsung 55" TVs and mounting arms   |
| <b><u>Finance</u></b>              |                  |               |                |                                                                 |
| Auditing Services                  | 19,500           | 19,125        | 98.1%          | Audit is complete                                               |
| Investment Services                | 6,000            | 8,469         | 141.2%         | Monthly and quarterly investment fees                           |
| <b><u>Beach Management</u></b>     |                  |               |                |                                                                 |
| Beach Attorney                     | 500,000          | 466,868       | 93.4%          | Deerfield Beach issue                                           |
| <b><u>Charitable Donations</u></b> |                  |               |                |                                                                 |
| 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 July 31, 2020

(83.33% Yr Complete)

| Description                     | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|---------------------------------|------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                                 |                  |                        |                     |                          | Year to Date<br>Jul-19 | Variance<br>Fav (unfav) |
| <b><u>FUNDING</u></b>           |                  |                        |                     |                          |                        |                         |
| <b>Revenues</b>                 |                  |                        |                     |                          |                        |                         |
| Local Option Gas Tax            | 35,971           | 25,317                 | 10,654              | 70.4%                    | 28,774                 | (3,457)                 |
| County Transportation Grant     | 28,888           | 60,706                 | (31,818)            | 210.1%                   | 17,219                 | 43,488                  |
| <b>Total Revenues</b>           | <b>64,859</b>    | <b>86,024</b>          | <b>(21,165)</b>     | <b>132.6%</b>            | <b>45,993</b>          | <b>40,031</b>           |
| <b><u>Other Sources</u></b>     |                  |                        |                     |                          |                        |                         |
| Transfer In                     | 17,041           | -                      | 17,041              | 0.0%                     | 14,846                 | (14,846)                |
| <b>Total Other Sources</b>      | <b>17,041</b>    | <b>-</b>               | <b>17,041</b>       | <b>0.0%</b>              | <b>14,846</b>          | <b>(14,846)</b>         |
| <b>TOTAL FUNDING</b>            | <b>81,900</b>    | <b>86,024</b>          | <b>(4,124)</b>      | <b>105.0%</b>            | <b>60,839</b>          | <b>25,185</b>           |
| <b><u>EXPENDITURES</u></b>      |                  |                        |                     |                          |                        |                         |
| Contractual Services            | 81,900           | 60,839                 | 21,061              | 74.3%                    | 60,839                 | -                       |
| <b>TOTAL EXPENDITURES</b>       | <b>81,900</b>    | <b>60,839</b>          | <b>\$ 21,061</b>    | <b>74.3%</b>             | <b>60,839</b>          | <b>-</b>                |
|                                 |                  |                        |                     |                          |                        |                         |
| Total Funding over (under)      |                  |                        |                     |                          |                        |                         |
| Expenditures                    | \$ -             | 25,185                 |                     |                          | \$ -                   | \$ 25,185               |
| <b>Fund Balance - Beginning</b> |                  | -                      |                     |                          |                        |                         |
| <b>Fund Balance - Ending</b>    |                  | <b>\$ 25,185</b>       |                     |                          |                        |                         |



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Special Revenue Fund - Marine Law Enforcement Grant**  
For the Period Ending July 31, 2020

(83.33% Yr Complete)

| Description                     | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR    |                |
|---------------------------------|------------------|------------------------|---------------------|--------------------------|---------------|----------------|
|                                 |                  |                        |                     |                          | Year to Date  | Variance       |
|                                 |                  |                        |                     |                          | Jul-19        | Fav (unfav)    |
| <b><u>FUNDING</u></b>           |                  |                        |                     |                          |               |                |
| <b>Revenues</b>                 |                  |                        |                     |                          |               |                |
| Marine Law Enforcement Grant    | 30,336           | 18,638                 | 11,698              | 61.4%                    | 19,711        | (1,073)        |
| <b>Total Revenues</b>           | <b>30,336</b>    | <b>18,638</b>          | <b>11,698</b>       | <b>61.4%</b>             | <b>19,711</b> | <b>(1,073)</b> |
|                                 |                  |                        |                     |                          |               |                |
| <b>TOTAL FUNDING</b>            | <b>30,336</b>    | <b>18,638</b>          | <b>11,698</b>       | <b>61.4%</b>             | <b>19,711</b> | <b>(1,073)</b> |
|                                 |                  |                        |                     |                          |               |                |
| <b><u>EXPENDITURES</u></b>      |                  |                        |                     |                          |               |                |
| Police Wages                    | 30,336           | 18,638                 | 11,698              | 61.4%                    | 19,711        | 1,073          |
| <b>TOTAL EXPENDITURES</b>       | <b>30,336</b>    | <b>18,638</b>          | <b>\$ 11,698</b>    | <b>61.4%</b>             | <b>19,711</b> | <b>1,073</b>   |
|                                 |                  |                        |                     |                          |               |                |
| Total Funding over (under)      |                  |                        |                     |                          |               |                |
| Expenditures                    | <u>\$ -</u>      | <u>-</u>               |                     |                          | <u>\$ -</u>   | <u>\$ -</u>    |
| <b>Fund Balance - Beginning</b> |                  |                        | -                   |                          |               |                |
| <b>Fund Balance - Ending</b>    |                  | <u>\$ -</u>            | -                   |                          |               |                |



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Special Revenue Fund - Permitting, P&Z, Code Compliance**  
For the Period Ending July 31, 2020

(83.33% Yr Complete)

| Description                              | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|------------------------------------------|------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                                          |                  |                        |                     |                          | Year to Date<br>Jul-19 | Variance<br>Fav (unfav) |
| <b><u>FUNDING</u></b>                    |                  |                        |                     |                          |                        |                         |
| <b>Revenues</b>                          |                  |                        |                     |                          |                        |                         |
| Building Permit Fees                     | 300,000          | 278,460                | 21,540              | 92.8%                    | 195,849                | 82,611                  |
| Building Admin Fees                      | 123,000          | 825                    | 122,175             | 0.7%                     | 64,323                 | (63,498)                |
| Planning & Zoning Fees                   | 10,000           | 10,700                 | (700)               | 107.0%                   | 2,135                  | 8,565                   |
| Fire Fees                                | -                | 1,600                  | (1,600)             | n/a                      | -                      | 1,600                   |
| <b>Total Revenues</b>                    | <b>433,000</b>   | <b>291,585</b>         | <b>141,415</b>      | <b>67.3%</b>             | <b>262,307</b>         | <b>29,277</b>           |
| <b><u>Other Sources</u></b>              |                  |                        |                     |                          |                        |                         |
| Transfer In                              | -                | 13,671                 | (13,671)            | n/a                      | -                      | 13,671                  |
| <b>Total Other Sources</b>               | <b>-</b>         | <b>13,671</b>          | <b>(13,671)</b>     | <b>n/a</b>               | <b>-</b>               | <b>13,671</b>           |
| <b>TOTAL FUNDING</b>                     | <b>433,000</b>   | <b>305,256</b>         | <b>127,744</b>      | <b>70.5%</b>             | <b>262,307</b>         | <b>42,948</b>           |
| <b><u>EXPENDITURES</u></b>               |                  |                        |                     |                          |                        |                         |
| ProfServ-Building Permits - RMA          | 30,000           | 25,275                 | 4,725               | 84.3%                    | 23,550                 | (1,725)                 |
| ProfServ-General Admin - RMA             | 15,000           | 9,875                  | 5,125               | 65.8%                    | 8,250                  | (1,625)                 |
| ProfServ-Site Planning - RMA             | 10,000           | 12,200                 | (2,200)             | 122.0%                   | 3,125                  | (9,075)                 |
| ProfServ-Building Permits - CGA          | 255,000          | 239,169                | 15,831              | 93.8%                    | 162,713                | (76,457)                |
| ProfServ-Engineering - Other             | 10,000           | 4,775                  | 5,225               | 47.8%                    | 6,376                  | 1,601                   |
| Code Compliance                          | 30,000           | 8,427                  | 21,573              | 28.1%                    | 12,575                 | 4,148                   |
| Credit Card Processing Fees              | -                | 5,535                  | (5,535)             | n/a                      | 4,368                  | (1,167)                 |
| <b>Total Building, P&amp;Z, and Code</b> | <b>350,000</b>   | <b>305,256</b>         | <b>44,744</b>       | <b>87.2%</b>             | <b>220,957</b>         | <b>(84,299)</b>         |
| Transfer to General Fund                 | 83,000           | -                      | 83,000              | 0.0%                     | 41,350                 | 41,350                  |
| <b>TOTAL EXPENDITURES</b>                | <b>433,000</b>   | <b>305,256</b>         | <b>\$ 127,744</b>   | <b>70.5%</b>             | <b>262,307</b>         | <b>(42,949)</b>         |
| Total Funding over (under)               |                  |                        |                     |                          |                        |                         |
| Expenditures                             | \$ -             | -                      |                     |                          | \$ -                   | \$ -                    |
| <b>Fund Balance - Beginning</b>          |                  |                        | -                   |                          |                        |                         |
| <b>Fund Balance - Ending</b>             |                  | \$ -                   | -                   |                          |                        |                         |





**Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Special Revenue Fund - Federal Forfeitures / Asset Sharing**  
For the Period Ending July 31, 2020

(83.33% Yr Complete)

| Description                     | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|---------------------------------|------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                                 |                  |                        |                     |                          | Year to Date<br>Jul-19 | Variance<br>Fav (unfav) |
| <b><u>FUNDING</u></b>           |                  |                        |                     |                          |                        |                         |
| <b>Revenues</b>                 |                  |                        |                     |                          |                        |                         |
| Federal Forfeitures             | -                | 117,170                | (117,170)           | n/a                      | 287,022                | (169,852)               |
| Interest Income                 | -                | 2,168                  | (2,168)             | n/a                      | 802                    | 1,366                   |
| <b>Total Revenues</b>           | <b>-</b>         | <b>119,338</b>         | <b>(119,338)</b>    | <b>n/a</b>               | <b>287,824</b>         | <b>(168,486)</b>        |
|                                 |                  |                        |                     |                          |                        |                         |
| <b>TOTAL FUNDING</b>            | <b>-</b>         | <b>119,338</b>         | <b>(119,338)</b>    | <b>n/a</b>               | <b>287,824</b>         | <b>(168,486)</b>        |
|                                 |                  |                        |                     |                          |                        |                         |
| <b><u>EXPENDITURES</u></b>      |                  |                        |                     |                          |                        |                         |
| <b>Capital Outlay</b>           |                  |                        |                     |                          |                        |                         |
| Police Equipment                | -                | 2,782                  | (2,782)             | n/a                      | -                      | (2,782)                 |
| Police Vehicles                 | -                | 15,610                 | (15,610)            | n/a                      | -                      | (15,610)                |
| <b>Total Capital Outlay</b>     | <b>-</b>         | <b>18,392</b>          | <b>(18,392)</b>     | <b>n/a</b>               | <b>-</b>               | <b>(18,392)</b>         |
|                                 |                  |                        |                     |                          |                        |                         |
| <b>TOTAL EXPENDITURES</b>       | <b>-</b>         | <b>18,392</b>          | <b>\$ (18,392)</b>  | <b>n/a</b>               | <b>-</b>               | <b>(18,392)</b>         |
|                                 |                  |                        |                     |                          |                        |                         |
| Total Funding over (under)      |                  |                        |                     |                          |                        |                         |
| Expenditures                    | \$               | -                      | 100,946             |                          | \$                     | 287,824 \$ (186,878)    |
|                                 |                  |                        |                     |                          |                        |                         |
| <b>Fund Balance - Beginning</b> |                  |                        | 291,485             |                          |                        |                         |
| <b>Fund Balance - Ending</b>    |                  | \$                     | <b>392,432</b>      |                          |                        |                         |



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Debt Service Fund - (Beach Loan)**  
For the Period Ending July 31, 2020

(83.33% Yr Complete)

| Description                       | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR     |                  |
|-----------------------------------|------------------|------------------------|---------------------|--------------------------|----------------|------------------|
|                                   |                  |                        |                     |                          | Year to Date   | Variance         |
|                                   |                  |                        |                     |                          | Jul-19         | Fav (unfav)      |
| <b><u>FUNDING</u></b>             |                  |                        |                     |                          |                |                  |
| <b>Revenues</b>                   |                  |                        |                     |                          |                |                  |
| Special Assents- Tax Collector    | \$ 750,523       | \$ 751,804             | \$ (1,281)          | 100.2%                   | \$ 753,022     | \$ (1,219)       |
| Interest - Tax Collector          | -                | 487                    | (487)               | n/a                      | 624            | (137)            |
| <b>Total Revenues</b>             | <b>750,523</b>   | <b>752,291</b>         | <b>(1,768)</b>      | <b>100.2%</b>            | <b>753,646</b> | <b>(1,355)</b>   |
|                                   |                  |                        |                     |                          |                |                  |
| <b>TOTAL FUNDING</b>              | <b>750,523</b>   | <b>752,291</b>         | <b>(1,768)</b>      | <b>100.2%</b>            | <b>753,646</b> | <b>(1,355)</b>   |
|                                   |                  |                        |                     |                          |                |                  |
| <b><u>EXPENDITURES</u></b>        |                  |                        |                     |                          |                |                  |
| <b>Debt Service Expenses</b>      |                  |                        |                     |                          |                |                  |
| 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%                     | -              | -                |
| <b>Total Debt Service Expense</b> | <b>750,523</b>   | <b>1,369,975</b>       | <b>(619,452)</b>    | <b>182.5%</b>            | <b>695,962</b> | <b>-674,013</b>  |
|                                   |                  |                        |                     |                          |                |                  |
| <b>TOTAL EXPENDITURES</b>         | <b>750,523</b>   | <b>1,369,975</b>       | <b>\$ (619,452)</b> | <b>182.5%</b>            | <b>695,962</b> | <b>(674,013)</b> |
|                                   |                  |                        |                     |                          |                |                  |
| Total Funding over (under)        |                  |                        |                     |                          |                |                  |
| Expenditures                      | \$ -             | (617,684)              |                     |                          | 57,684         | \$ (675,368)     |
|                                   |                  |                        |                     |                          |                |                  |
| <b>Fund Balance - Beginning</b>   |                  | 625,558                |                     |                          |                |                  |
| <b>Fund Balance - Ending</b>      |                  | <b>\$ 7,874</b>        |                     |                          |                |                  |



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Capital Projects Fund - (General Fund Improvements)**  
For the Period Ending July 31, 2020

(83.33% Yr Complete)

| Description                        | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|------------------------------------|------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                                    |                  |                        |                     |                          | Year to Date<br>Jul-19 | Variance<br>Fav (unfav) |
| <b><u>FUNDING</u></b>              |                  |                        |                     |                          |                        |                         |
| <b>Revenues</b>                    |                  |                        |                     |                          |                        |                         |
| FEMA reimbursement                 | \$ 4,631,156     | \$ 525                 | \$ 4,630,631        | 0.0%                     | \$ 1,731,185           | \$ (1,730,660)          |
| <b>Total Revenues</b>              | <b>4,631,156</b> | <b>525</b>             | <b>4,630,631</b>    | <b>0.0%</b>              | <b>1,731,185</b>       | <b>(1,730,660)</b>      |
| <b>Other Sources</b>               |                  |                        |                     |                          |                        |                         |
| Transfer From General Fund         | 355,000          | 389,097                | (34,097)            | 109.6%                   | 53,640                 | 335,457                 |
| Loan Proceeds                      | 500,000          | 3,573,979              | (3,073,979)         | 714.8%                   | -                      | 3,573,979               |
| <b>Total Other Sources</b>         | <b>855,000</b>   | <b>3,963,076</b>       | <b>(3,108,076)</b>  | <b>463.5%</b>            | <b>53,640</b>          | <b>3,909,436</b>        |
| <b>TOTAL FUNDING</b>               | <b>5,486,156</b> | <b>3,963,601</b>       | <b>1,522,555</b>    | <b>72.2%</b>             | <b>1,784,825</b>       | <b>2,178,776</b>        |
| <b><u>EXPENDITURES</u></b>         |                  |                        |                     |                          |                        |                         |
| <b>Land Purchase</b>               |                  |                        |                     |                          |                        |                         |
| Prof. Services - IT Services       | -                | 633                    | (633)               | n/a                      | -                      | (633)                   |
| Town Attorney                      | -                | 67,660                 | (67,660)            | n/a                      | -                      | (67,660)                |
| 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)                |
| <b>Total Land Purchase Expense</b> | <b>-</b>         | <b>86,607</b>          | <b>(86,607)</b>     | <b>n/a</b>               | <b>-</b>               | <b>(86,607)</b>         |
| <b>Beach Projects</b>              |                  |                        |                     |                          |                        |                         |
| Engineering – FY20 Project         | 223,111          | 170,370                | 52,741              | 76.4%                    | -                      | (170,370)               |
| Construction – FY20 Project        | 4,408,045        | 3,652,569              | 755,476             | 82.9%                    | -                      | (3,652,569)             |
| <b>Total Beach Project Expense</b> | <b>4,631,156</b> | <b>3,822,939</b>       | <b>808,217</b>      | <b>82.5%</b>             | <b>-</b>               | <b>(3,822,939)</b>      |
| <b>Miscellaneous</b>               |                  |                        |                     |                          |                        |                         |
| 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                  |
| Office Equipment                   | -                | 3,485                  | (3,485)             | n/a                      | -                      | (3,485)                 |
| Police Cars / Equipment            | 70,000           | 20,315                 | 49,685              | 29.0%                    | 30,479                 | 10,164                  |
| Police Computers                   | -                | 9,136                  | (9,136)             | n/a                      | -                      | (9,136)                 |
| Comm. Chambers Upgrade             | 500,000          | -                      | 500,000             | 0.0%                     | -                      | -                       |
| Comm. Chambers - Monitors          | 5,000            | -                      | 5,000               | 0.0%                     | -                      | -                       |
| Operating Supplies                 | -                | -                      | -                   | n/a                      | -                      | -                       |
| Roof - Emerg. Generator Bldg       | 5,000            | -                      | 5,000               | 0.0%                     | -                      | -                       |
| Roof - Police Building             | 65,000           | -                      | 65,000              | 0.0%                     | -                      | -                       |
| <b>Total Misc. Expense</b>         | <b>855,000</b>   | <b>54,055</b>          | <b>800,945</b>      | <b>6.3%</b>              | <b>53,640</b>          | <b>(415)</b>            |
| <b>TOTAL EXPENDITURES</b>          | <b>5,486,156</b> | <b>3,963,601</b>       | <b>1,522,555</b>    | <b>72.2%</b>             | <b>53,640</b>          | <b>(3,909,961)</b>      |



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Capital Projects Fund - (General Fund Improvements)**  
 For the Period Ending July 31, 2020

(83.33% Yr Complete)

| Description                     | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|---------------------------------|------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                                 |                  |                        |                     |                          | Year to Date<br>Jul-19 | Variance<br>Fav (unfav) |
| Total Funding over (under)      |                  |                        |                     |                          |                        |                         |
| Expenditures                    | \$ -             | -                      |                     |                          | \$ 1,731,185           | \$ 6,088,738            |
| <b>Fund Balance - Beginning</b> |                  |                        | -                   |                          |                        |                         |
| <b>Fund Balance - Ending</b>    |                  | <u>\$ -</u>            |                     |                          |                        |                         |



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Water Fund (Summary)**  
For the Period Ending July 31, 2020

(83.33% Yr Complete)

| Description                   | Annual Budget      | Year to Date Actual | Amount Remaining | % of Annual Budget | PRIOR YEAR          |                       |
|-------------------------------|--------------------|---------------------|------------------|--------------------|---------------------|-----------------------|
|                               |                    |                     |                  |                    | Year to Date Jul-19 | Variance Fav (unfav)  |
| <b><u>FUNDING</u></b>         |                    |                     |                  |                    |                     |                       |
| <b>Revenue</b>                |                    |                     |                  |                    |                     |                       |
| Water Service Revenue         | \$ 1,282,000       | \$ 1,128,618        | \$ 153,382       | 88.0%              | \$ 1,102,119        | \$ 26,499             |
| Water Surcharge               | 346,700            | 289,292             | 57,408           | 83.4%              | 288,956             | 335                   |
| Other Miscellaneous Revenue   | 132,721            | 126,029             | 6,692            | 95.0%              | 117,616             | 8,412                 |
| <b>Total Revenue</b>          | <b>1,761,421</b>   | <b>1,543,938</b>    | <b>217,483</b>   | <b>87.7%</b>       | <b>1,508,692</b>    | <b>35,247</b>         |
| <b>Other Sources</b>          |                    |                     |                  |                    |                     |                       |
| Transfer In                   | 512,496            | 389,664             | 122,832          | 76.0%              | 436,480             | (46,816)              |
| 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%               | -                   | -                     |
| <b>Total Other Sources</b>    | <b>1,175,700</b>   | <b>389,664</b>      | <b>786,036</b>   | <b>33.1%</b>       | <b>2,512,679</b>    | <b>(2,123,015)</b>    |
| <b>TOTAL FUNDING</b>          | <b>2,937,121</b>   | <b>1,933,603</b>    | <b>1,003,518</b> | <b>65.8%</b>       | <b>4,021,370</b>    | <b>(2,087,768)</b>    |
| <b>EXPENSES</b>               |                    |                     |                  |                    |                     |                       |
| Personal Services             | 518,776            | 418,429             | 100,347          | 80.7%              | 372,010             | (46,419)              |
| Operating Expenses            | 406,653            | 212,778             | 193,875          | 52.3%              | 218,827             | 6,049                 |
| 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             | 30,980              | 34,020           | 47.7%              | 89,939              | 58,959                |
| Transfer Out                  | 562,496            | 431,331             | 131,165          | 76.7%              | 478,147             | 46,816                |
| <b>TOTAL EXPENSES</b>         | <b>2,969,715</b>   | <b>1,696,868</b>    | <b>1,272,847</b> | <b>57.1%</b>       | <b>3,664,711</b>    | <b>1,967,843</b>      |
| Total Funding over (under)    |                    |                     |                  |                    |                     |                       |
| Expenses                      | <u>\$ (32,594)</u> | <u>\$ 236,735</u>   |                  |                    | <u>\$ 356,660</u>   | <u>\$ (4,055,611)</u> |
| <b>Net Assets - Beginning</b> |                    | 3,660,800           |                  |                    |                     |                       |
| <b>Net Assets - Ending</b>    |                    | <b>\$ 3,897,535</b> |                  |                    |                     |                       |



**Statement of Revenues, Expenses and Changes in Net Assets**  
**Water Fund (Operations)**  
For the Period Ending July 31, 2020

(83.33% Yr Complete)

| Description                        | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|------------------------------------|------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                                    |                  |                        |                     |                          | Year to Date<br>Jul-19 | Variance<br>Fav (unfav) |
| <b>FUNDING</b>                     |                  |                        |                     |                          |                        |                         |
| <b>Revenue</b>                     |                  |                        |                     |                          |                        |                         |
| <b>Water Service</b>               |                  |                        |                     |                          |                        |                         |
| Water-Base Rate                    | \$ 472,000       | \$ 393,342             | \$ 78,658           | 83.3%                    | \$ 392,694             | \$ 648                  |
| Water-Usage                        | 810,000          | 735,276                | 74,724              | 90.8%                    | 709,425                | 25,851                  |
| <b>Total Water Service Revenue</b> | <b>1,282,000</b> | <b>1,128,618</b>       | <b>153,382</b>      | <b>88.0%</b>             | <b>1,102,119</b>       | <b>26,499</b>           |
| <b>Other Revenue</b>               |                  |                        |                     |                          |                        |                         |
| Miscellaneous Revenues             | 5,500            | 1,975                  | 3,525               | 35.9%                    | 3,600                  | (1,624)                 |
| Sprint Spectrum Cell Tower         | 63,149           | 63,149                 | -                   | 100.0%                   | 60,721                 | 2,429                   |
| T-Mobile Cell Tower                | 33,072           | 26,839                 | 6,233               | 81.2%                    | 8,980                  | 17,859                  |
| Hillsboro Inlet                    | 6,000            | 4,900                  | 1,100               | 81.7%                    | 5,000                  | (100)                   |
| Interest                           | 30,000           | 19,956                 | 10,044              | 66.5%                    | 16,392                 | 3,564                   |
| Net Incr (Decr) In FMV-Invest      | (5,000)          | 9,209                  | (14,209)            | -184.2%                  | 16,384                 | (7,175)                 |
| <b>Total Other Revenue</b>         | <b>132,721</b>   | <b>126,029</b>         | <b>6,692</b>        | <b>95.0%</b>             | <b>111,076</b>         | <b>14,952</b>           |
| <b>Use (Add to) Net Assets</b>     | <b>73,204</b>    | <b>-</b>               | <b>73,204</b>       | <b>0.0%</b>              | <b>-</b>               | <b>-</b>                |
| <b>TOTAL FUNDING</b>               | <b>1,487,925</b> | <b>1,254,647</b>       | <b>233,278</b>      | <b>84.3%</b>             | <b>1,213,195</b>       | <b>41,451</b>           |
| <b>EXPENSES</b>                    |                  |                        |                     |                          |                        |                         |
| <b>Personal Services</b>           |                  |                        |                     |                          |                        |                         |
| Salaries                           | 333,415          | 273,448                | 59,967              | 82.0%                    | 255,919                | (17,529)                |
| Payroll - Vacation                 | 15,187           | 14,798                 | 389                 | 97.4%                    | -                      | (14,798)                |
| Overtime                           | 25,000           | 19,310                 | 5,690               | 77.2%                    | 21,099                 | 1,790                   |
| Sick Leave Cash Out                | 8,065            | 3,397                  | 4,668               | 42.1%                    | -                      | (3,397)                 |
| FICA                               | 28,036           | 23,383                 | 4,653               | 83.4%                    | 20,838                 | (2,545)                 |
| Florida Retirement System          | 32,327           | 24,825                 | 7,502               | 76.8%                    | 23,216                 | (1,610)                 |
| Health and Life Insurance          | 50,623           | 47,134                 | 3,489               | 93.1%                    | 38,517                 | (8,617)                 |
| Workers' Comp Insurance            | 25,623           | 12,134                 | 13,489              | 47.4%                    | 12,422                 | 288                     |
| Unemployment Compensation          | 500              | -                      | 500                 | 0.0%                     | -                      | -                       |
| <b>Total Personal Services</b>     | <b>518,776</b>   | <b>418,429</b>         | <b>100,347</b>      | <b>80.7%</b>             | <b>372,010</b>         | <b>(46,419)</b>         |



**Statement of Revenues, Expenses and Changes in Net Assets**  
**Water Fund (Operations)**  
For the Period Ending July 31, 2020

(83.33% Yr Complete)

| Description                      | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR   |             |
|----------------------------------|------------------|------------------------|---------------------|--------------------------|--------------|-------------|
|                                  |                  |                        |                     |                          | Year to Date | Variance    |
|                                  |                  |                        |                     |                          | Jul-19       | Fav (unfav) |
| Operating Expenses               |                  |                        |                     |                          |              |             |
| Auditing Services                | 16,500           | 11,875                 | 4,625               | 72.0%                    | 13,887       | 2,012       |
| Contracts - Other Services       | 750              | -                      | 750                 | 0.0%                     | -            | -           |
| Postage and Freight              | 1,000            | -                      | 1,000               | 0.0%                     | 97           | 97          |
| Telephone Service                | 7,200            | 5,878                  | 1,322               | 81.6%                    | 5,630        | (247)       |
| Electricity                      | 53,000           | 40,737                 | 12,263              | 76.9%                    | 37,855       | (2,882)     |
| Liability and Property Insurance | 52,653           | 34,328                 | 18,325              | 65.2%                    | 37,257       | 2,929       |
| Maint - Distribution System      | 5,000            | 3,082                  | 1,918               | 61.6%                    | 3,454        | 372         |
| Maint - Bldgs / Grounds          | 15,000           | 8,911                  | 6,089               | 59.4%                    | 5,485        | (3,426)     |
| Maint - SCADA System             | 10,000           | -                      | 10,000              | 0.0%                     | -            | -           |
| Repair & Maint - Equipment       | 32,000           | 19,672                 | 12,329              | 61.5%                    | 26,204       | 6,532       |
| Tools and Equipment              | 1,000            | 509                    | 491                 | 50.9%                    | 540          | 31          |
| Advertising                      | 1,000            | -                      | 1,000               | 0.0%                     | -            | -           |
| Bank Fees                        | 200              | -                      | 200                 | 0.0%                     | -            | -           |
| Licenses & Permits               | 5,400            | 3,381                  | 2,019               | 62.6%                    | 2,347        | (1,034)     |
| Office Supplies                  | 1,500            | 817                    | 683                 | 54.4%                    | 1,711        | 894         |
| Computer Expense                 | 6,000            | 4,240                  | 1,760               | 70.7%                    | 3,809        | (431)       |
| Uniform Supplies                 | 5,500            | 6,115                  | (615)               | 111.2%                   | 4,307        | (1,807)     |
| Fuel and Oil                     | 5,600            | 3,069                  | 2,531               | 54.8%                    | 3,921        | 852         |
| Sand Change                      | 8,000            | 4,721                  | 3,279               | 59.0%                    | 7,366        | 2,645       |
| Chemicals - Water Treatment      | 85,000           | 61,434                 | 23,566              | 72.3%                    | 60,212       | (1,222)     |
| Lab Test Analysis & Supplies     | 12,500           | 3,730                  | 8,770               | 29.8%                    | 4,651        | 921         |
| 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          | 212,778                | 193,875             | 52.3%                    | 218,827      | 6,049       |
| Total Exp. Before Transfer Out   | 925,429          | 631,208                | 294,221             | 68.2%                    | 590,837      | (40,370)    |
| Transfer Out                     |                  |                        |                     |                          |              |             |
| General Fund                     | 50,000           | 41,667                 | 8,333               | 83.3%                    | 41,667       | -           |
| Water Debt Service Fund          | 403,996          | 336,663                | 67,333              | 83.3%                    | 336,663      | -           |
| Water CIP Fund                   | 108,500          | 53,001                 | 55,499              | 48.8%                    | 99,817       | 46,816      |
| Total Transfer Out               | 562,496          | 431,331                | 131,165             | 76.7%                    | 478,147      | 46,816      |
| TOTAL EXPENSES                   | 1,487,925        | 1,062,539              | 425,386             | 71.4%                    | 1,068,984    | 6,446       |



**Statement of Revenues, Expenses and Changes in Net Assets**  
**Water Fund (Operations)**  
For the Period Ending July 31, 2020

(83.33% Yr Complete)

| Description                   | Annual<br>Budget | Year to Date<br>Actual     | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|-------------------------------|------------------|----------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                               |                  |                            |                     |                          | Year to Date<br>Jul-19 | Variance<br>Fav (unfav) |
| Total Funding over (under)    |                  |                            |                     |                          |                        |                         |
| Expenses                      | \$ -             | 192,108                    |                     |                          | \$ 144,211             | \$ 47,897               |
| <b>Net Assets - Beginning</b> |                  | 2,689,161                  |                     |                          |                        |                         |
| <b>Net Assets - Ending</b>    |                  | <u><b>\$ 2,881,269</b></u> |                     |                          |                        |                         |





## Notes to the Financial Statements - Water Fund July 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 83.33% through July. Below is an analysis of revenues and expenses that have significant variances compared to the budget.

### Variance Analysis

| Account Name                | Amended<br>Budget | YTD<br>Actual | % of<br>Budget | Explanation                                                         |
|-----------------------------|-------------------|---------------|----------------|---------------------------------------------------------------------|
| <b>Revenues</b>             |                   |               |                |                                                                     |
| Water-Usage                 | 810,000           | 735,276       | 90.8%          | The water usage billings are up by 3.65% over this time last year.  |
| Miscellaneous Revenues      | 5,500             | 1,975         | 35.9%          | Monthly revenue from late charges                                   |
| Sprint Spectrum             | 63,149            | 63,149        | 100.0%         | Annual lease paid in April                                          |
| <b>Expenses</b>             |                   |               |                |                                                                     |
| <b><u>Operating</u></b>     |                   |               |                |                                                                     |
| Payroll - Vacation          | 15,187            | 14,798        | 97.4%          | Paid out annually in December                                       |
| Life and Health Insurance   | 50,623            | 47,134        | 93.1%          | Health insurance increased in January by \$500 per month            |
| Maint - Distribution System | 5,000             | 3,082         | 61.6%          | Locate service, marking paint, new chart recorder                   |
| Uniform Supplies            | 5,500             | 6,115         | 111.2%         | Monthly uniform service, safety equipment, rain coats, new t-shirts |



**Statement of Revenues, Expenses and Changes in Net Assets**  
**Water Debt Service Fund - (State Revolving Loans)**  
For the Period Ending July 31, 2020

(83.33% Yr Complete)

| Description                                      | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|--------------------------------------------------|------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                                                  |                  |                        |                     |                          | Year to Date<br>Jul-19 | Variance<br>Fav (unfav) |
| <b><u>FUNDING</u></b>                            |                  |                        |                     |                          |                        |                         |
| <b>Revenues</b>                                  |                  |                        |                     |                          |                        |                         |
| Water Surcharge                                  | \$ 346,700       | \$ 289,292             | \$ 57,408           | 83.4%                    | \$ 288,956             | \$ 335                  |
| <b>Total Revenues</b>                            | <b>346,700</b>   | <b>289,292</b>         | <b>57,408</b>       | <b>83.4%</b>             | <b>288,956</b>         | <b>335</b>              |
| <b>Other Sources</b>                             |                  |                        |                     |                          |                        |                         |
| Operating Transfers-In                           | 403,996          | 336,663                | 67,333              | 83.3%                    | 336,663                | -                       |
| <b>Total Other Sources</b>                       | <b>403,996</b>   | <b>336,663</b>         | <b>67,333</b>       | <b>83.3%</b>             | <b>336,663</b>         | <b>-</b>                |
| <b>TOTAL FUNDING</b>                             | <b>750,696</b>   | <b>625,955</b>         | <b>124,741</b>      | <b>83.4%</b>             | <b>625,620</b>         | <b>335</b>              |
| <b>EXPENSES</b>                                  |                  |                        |                     |                          |                        |                         |
| <b>Debt Service Expenses</b>                     |                  |                        |                     |                          |                        |                         |
| <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)                |
| <b>Total Debt Services Expenses</b>              | <b>783,290</b>   | <b>581,328</b>         | <b>201,962</b>      | <b>74.2%</b>             | <b>391,663</b>         | <b>(189,665)</b>        |
| <b>TOTAL EXPENSES</b>                            | <b>783,290</b>   | <b>581,328</b>         | <b>201,962</b>      | <b>74.2%</b>             | <b>391,663</b>         | <b>(189,665)</b>        |
|                                                  |                  |                        |                     |                          |                        |                         |
| Total Funding over (under)                       |                  |                        |                     |                          |                        |                         |
| Expenses                                         | \$ (32,594)      | 44,627                 |                     |                          | \$ 233,957             | \$ (189,330)            |
| <b>Net Assets - Beginning</b>                    |                  | 971,639                |                     |                          |                        |                         |
| <b>Net Assets - Ending</b>                       |                  | <b>\$ 1,016,266</b>    |                     |                          |                        |                         |



**Statement of Revenues, Expenses and Changes in Net Assets**  
**Capital Projects Fund - (Water Fund Improvements)**  
For the Period Ending July 31, 2020

(83.33% Yr Complete)

| Description                       | Annual<br>Budget | Year to Date<br>Actual | Amount<br>Remaining | % of<br>Annual<br>Budget | PRIOR YEAR             |                         |
|-----------------------------------|------------------|------------------------|---------------------|--------------------------|------------------------|-------------------------|
|                                   |                  |                        |                     |                          | Year to Date<br>Jul-19 | Variance<br>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          | 53,001                 | 55,499              | 48.8%                    | 99,817                 | (46,816)                |
| Loan Proceeds                     | 590,000          | -                      | 590,000             | 0.0%                     | 2,076,199              | (2,076,199)             |
| Total Other Sources               | 698,500          | 53,001                 | 645,499             | 7.6%                     | 2,176,016              | (2,123,015)             |
| TOTAL FUNDING                     | 698,500          | 53,001                 | 645,499             | 7.6%                     | 2,182,556              | (2,129,555)             |
| 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           | 27,184                 | 37,816              | 41.8%                    | 70,209                 | 43,025                  |
| Meters & Supplies                 | -                | 3,796                  | (3,796)             | n/a                      | 19,730                 | 15,934                  |
| 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          | 53,001                 | 175,499             | 23.2%                    | 89,939                 | 36,938                  |
| TOTAL EXPENSES                    | 698,500          | 53,001                 | 645,499             | 7.6%                     | 2,204,063              | 2,151,062               |
| Total Funding over (under)        |                  |                        |                     |                          |                        |                         |
| Expenses                          | \$ -             | -                      |                     |                          | \$ (21,508)            | \$ 21,508               |
| Net Assets - Beginning            |                  | -                      |                     |                          |                        |                         |
| Net Assets - Ending               |                  | \$ -                   |                     |                          |                        |                         |

## **Town of Hillsboro Beach**

Supporting Schedules

July 31, 2020



**Cash and Investment Balances  
July 31, 2020**

| <u>ACCOUNT NAME</u>                  | <u>BANK NAME</u> | <u>YIELD</u> | <u>MATURITY</u> | <u>BALANCE</u>            | <u>NOTES</u>                                                                                                                                                                             |
|--------------------------------------|------------------|--------------|-----------------|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CLEARING FUND</b>                 |                  |              |                 |                           |                                                                                                                                                                                          |
| Commercial Analysis Checking Account | BankUnited       | 0.00%        | N/A             | \$1,676,723               | 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. Moved excess funds to MMA in August |
| Money Market Account                 | BankUnited       | 0.30%        | N/A             | \$9,697                   | Account for excess cash from General & Water Funds.                                                                                                                                      |
| Money Market Account                 | BankUnited       | 0.30%        | N/A             | \$412,352                 | (1) Account for reserve for SRL Loan.                                                                                                                                                    |
| Money Market Account                 | BankUnited       | 0.30%        | N/A             | \$410,824                 | (2) Account for Federal forfeitures/Asset sharing. Moved \$18,392 to General Fund for payment of assets                                                                                  |
| State Board Account                  | Florida Prime    | 0.43%        | N/A             | \$1,179,937               | Account for excess cash from the General Fund.                                                                                                                                           |
| Investment Account                   | BB & T           | 1.54%        | N/A             | \$3,385,849               | See Investment Report for further details.                                                                                                                                               |
| <b>Subtotal</b>                      |                  |              |                 | <u><u>\$7,075,381</u></u> |                                                                                                                                                                                          |
| <b>Total</b>                         |                  |              |                 | <u><u>\$7,075,381</u></u> |                                                                                                                                                                                          |

**Footnotes:**

(1) Restricted funds for State Revolving Loan.

(2) Restricted funds for Federal forfeiture/Asset sharing.



# Investment Portfolio

Trades Settled as of 07/31/20

| 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             |        |               | 538,049          | 538,049          | -                  | 538,049          | -                | 323           | 0.06%             |
|              |           | <b>Subtotal</b>                    |        |               | <b>538,049</b>   | <b>538,049</b>   | <b>-</b>           | <b>538,049</b>   | <b>-</b>         | <b>323</b>    | <b>0.06%</b>      |
| 09/27/19     | 037833DL1 | APPLE INC                          | AA+    | 09/11/22      | 50,000           | 49,928           | (72)               | 51,472           | 47               | 850           | 0.30%             |
| 10/30/19     | 166764BN9 | CHEVRON CORP                       | AA     | 03/03/22      | 50,000           | 50,609           | 609                | 51,575           | 201              | 1,249         | 0.50%             |
| 11/09/17     | 191216BT6 | COCA-COLA CO                       | A+     | 10/27/20      | 50,000           | 49,939           | (61)               | 50,187           | 31               | 938           | 0.26%             |
| 11/03/15     | 313381BR5 | FED HOME LOAN BANK                 | AA+    | 12/09/22      | 100,000          | 98,196           | (1,804)            | 103,919          | 896              | 1,875         | 0.21%             |
| 06/23/20     | 3133ELE67 | FED FARM CREDIT BANK               | AA+    | 06/03/24      | 290,000          | 289,855          | (145)              | 290,206          | 98               | 1,682         | 0.56%             |
| 04/14/20     | 3134GVKG2 | FED HOME LOAN MTGE CORP            |        | 04/16/25      | 145,000          | 145,000          | -                  | 145,220          | -                | 1,450         | 1.00%             |
| 06/23/20     | 3134GVYP7 | FED HOME LOAN MTGE CORP            |        | 05/27/25      | 210,000          | 209,003          | (997)              | 210,008          | 79               | 1,050         | 0.50%             |
| 07/16/18     | 341271AB0 | FLA ST BRD OF ADMIN FIN CORP       | AA     | 07/01/21      | 200,000          | 197,798          | (2,202)            | 203,936          | -                | 5,276         | 0.46%             |
| 04/09/20     | 342816P66 | FLA ST MUN PWR AGY REV             |        | 10/01/22      | 200,000          | 202,774          | 2,774              | 202,266          | 186              | 5,160         | 2.04%             |
| 12/03/19     | 428414AB2 | HIALEAH FLA SPL OBLIG TXBL-SER A   | AA     | 12/01/20      | 200,000          | 201,225          | 1,225              | 201,220          | 68               | 6,114         | 1.17%             |
| 05/21/20     | 43232VVH1 | HILLSBOROUGH CNTY TXBL             | AA-    | 07/01/25      | 200,000          | 200,000          | -                  | 206,144          | -                | 3,830         | 1.27%             |
| 12/31/18     | 54289SBG1 | LONGBOAT KEY FL SPL ASSMNT REV TXB | AA+    | 08/01/24      | 125,000          | 123,948          | (1,053)            | 128,939          | -                | 5,000         | 2.42%             |
| 08/09/18     | 59333HCL8 | MIAMI-DADE CNTY FL PROF SPORTS     | AA     | 10/01/22      | 75,000           | 75,000           | -                  | 78,434           | -                | 2,517         | 1.20%             |
| 01/17/20     | 661046BV3 | NORTH MIAMI BEACH FLA WTR          | A+     | 08/01/24      | 160,000          | 160,000          | -                  | 163,789          | -                | 3,234         | 1.41%             |
| 01/18/19     | 68389XBB0 | ORACLE CORP                        | A+     | 05/15/22      | 60,000           | 59,060           | (940)              | 62,113           | 283              | 1,500         | 0.56%             |
| 05/16/18     | 68389XKB0 | ORACLE CORP                        | A+     | 09/15/21      | 50,000           | 48,217           | (1,783)            | 50,838           | 166              | 950           | 0.41%             |
| 05/16/18     | 717081DX8 | PFIZER INC                         | AA-    | 06/03/21      | 50,000           | 48,534           | (1,466)            | 50,745           | 447              | 975           | 0.29%             |
| 02/27/20     | 758449RV6 | REEDY CREEK FL IMPT DIST TXBL      | A      | 06/01/24      | 150,000          | 150,000          | -                  | 155,355          | -                | 2,504         | 0.72%             |
| 05/11/18     | 78013XKG2 | ROYAL BANK OF CANADA               | AA-    | 04/30/21      | 50,000           | 49,954           | (46)               | 51,070           | 67               | 1,600         | 0.28%             |
| 04/03/20     | 822582AX0 | SHELL INTERNATIONAL                | AA-    | 08/12/23      | 30,000           | 31,303           | 1,303              | 32,556           | 156              | 1,020         | 0.51%             |
| 10/17/19     | 89114QBT4 | TORONTO DOMINION BANK              | AA-    | 09/11/20      | 50,000           | 49,988           | (13)               | 50,085           | 103              | 925           | 0.27%             |
| 01/16/19     | 89236TCQ6 | TOYOTA MOTOR CREDIT CORP           | AA-    | 07/13/22      | 60,000           | 59,351           | (649)              | 62,756           | 23               | 1,680         | 0.42%             |
| 04/06/20     | 89236TGW9 | TOYOTA MOTOR CREDIT CORP           | AA-    | 03/30/23      | 30,000           | 30,406           | 406                | 31,850           | 17               | 870           | 0.50%             |
| 03/13/20     | 912828Q60 | US TREASURY INFL INDEX BD          |        | 04/15/21      | 270,450          | 267,714          | (2,736)            | 272,189          | 139              | 338           | 0.12%             |
|              |           | <b>Subtotal</b>                    |        |               | <b>2,855,450</b> | <b>2,847,800</b> | <b>(7,650)</b>     | <b>2,906,872</b> | <b>3,008</b>     | <b>52,586</b> | <b>1.81%</b>      |
|              |           | <b>Total</b>                       |        |               | <b>3,393,499</b> | <b>3,385,849</b> | <b>(7,650)</b>     | <b>3,444,921</b> | <b>3,008</b>     | <b>52,908</b> | <b>1.54%</b>      |



## Ridership Summary

July 31, 2020

### Daily Passengers:

| Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|---------|-----------|----------|--------|----------|
|        |         | 53        |          | 46     |          |
| 54     |         | 60        |          | 54     |          |
| 53     |         | 59        |          | 52     |          |
| 52     |         | 29        |          | 40     |          |
| 47     |         | 50        |          | 50     |          |
|        |         |           |          |        |          |

**Total Monthly Passengers:**

**699**

### Daily Revenue Miles:

| Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|---------|-----------|----------|--------|----------|
|        |         | 110.0     |          | 109.0  |          |
| 109.0  |         | 109.0     |          | 86.0   |          |
| 110.0  |         | 109.0     |          | 109.0  |          |
| 109.0  |         | 110.0     |          | 110.0  |          |
| 110.0  |         | 110.0     |          | 109.0  |          |
|        |         |           |          |        |          |

**Total Monthly Revenue Miles:**

**1509.0**

**Total Scheduled Revenue Miles**

**1523.7**

**Total Vehicle Hours**

**135.4**

**Total Revenue Hours**

**123.6**

**Service Days**

**14**

**Missed Service in Minutes**

**0**

**Passengers per revenue hour**

**5.7**

**Total Monthly Vehicle Miles:**

**1,838.0**



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: August 12, 2020

SUBJECT: June / July 2020 Building Department Report

June/July workloads were steady with a couple larger than average projects submitted, including a couple of very involved condo renovations. Even with off-site plan review, and the extra handling involved, our review time for a full project is around five days. We currently have one project nearly ready to issue, and another large single-family home in review.

Despite the amount of plan reviews performed, and the number of permits issued, inspection requests have been very light. It would appear that property owners are positioning for jobs to start when we return to “normal”. While we continue to follow CDC guidelines for personal protection and social distancing, inspections are being performed as requested, without interruption.

The drop box at Town Hall continues to serve us quite well, and customers appreciate the simplicity of dropping off or picking up plans without waiting for staff assistance. For customers that require additional assistance we continue to offer in-office drop-off and consultations by appointment.

Enhancements to our technology systems continue at a rapid pace, with full digital plan submittal and review on our near horizon. Nicole works daily with our software developers to ensure we have the newest and best tools available to serve our property owners

Respectfully Submitted,

**Steven Mitchell**

Building Official | Chief Electrical Inspector





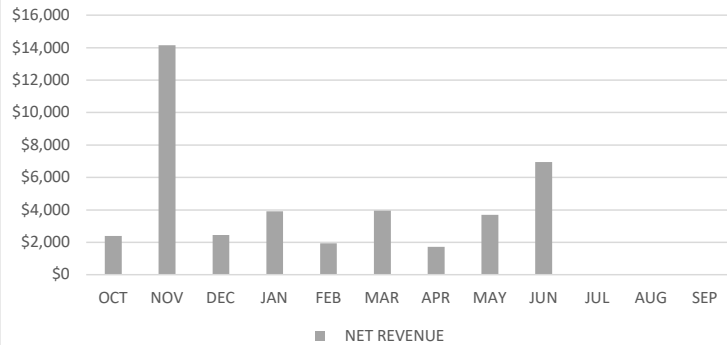
# The Town of Hillsboro Beach Building Department Summary Report

Start Date: 6/1/2020

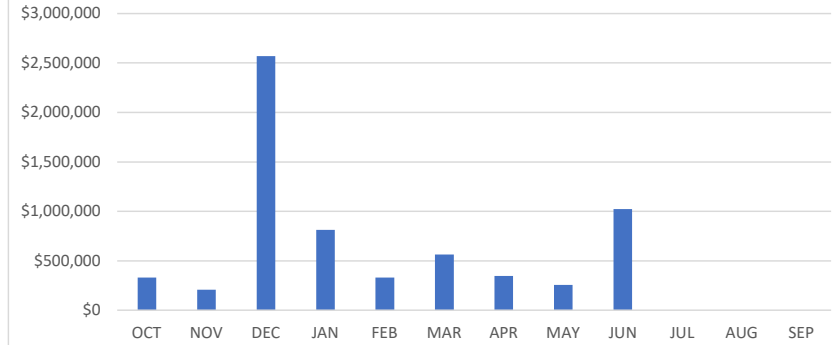
End Date: 6/30/2020

|                      | 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 | \$1,022,318 |     |     |     | \$6,444,922 |
| BUILDING PERMIT FEES | \$15,984  | \$94,345  | \$16,306    | \$26,126  | \$12,957  | \$22,984  | \$8,099   | \$18,970  | \$26,294    |     |     |     | \$242,066   |
| FIRE & ZONING FEES   | \$0       | \$0       | \$0         | \$0       | \$0       | \$500     | \$500     | \$850     | \$3,000     |     |     |     | \$4,850     |
| TOTAL REVENUE        | \$15,984  | \$94,345  | \$16,306    | \$26,126  | \$12,957  | \$23,484  | \$8,599   | \$19,820  | \$29,294    |     |     |     | \$246,915   |
| CGA EXPENSE          | \$13,587  | \$80,193  | \$13,860    | \$22,207  | \$11,014  | \$19,537  | \$6,884   | \$16,125  | \$22,350    |     |     |     | \$205,756   |
| NET REVENUE          | \$2,398   | \$14,152  | \$2,446     | \$3,919   | \$1,944   | \$3,948   | \$1,715   | \$3,696   | \$6,944     |     |     |     | \$41,160    |

NET REVENUE



CONSTRUCTION VALUE





**The Town of Hillsboro Beach  
Building Department  
Finance Report**

**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 |



**The Town of Hillsboro Beach  
Building Department  
Permit Report**

**Start Date: 6/1/2020  
End Date: 6/30/2020**

| Permit Type                          | # Issued  | # Units | Value                 |
|--------------------------------------|-----------|---------|-----------------------|
| <b>Residential</b>                   |           |         |                       |
| RESIDENTIAL WINDOWS/DOORS/SHUTTERS   | 3         |         | 21,222.00             |
| RESIDENTIAL SWIMMING POOL/SPA        | 1         |         | 500.00                |
| RESIDENTIAL STRUCTURAL MISCELLANEOUS | 1         |         | 8,050.00              |
| RESIDENTIAL SERVICE CHANGE/REPAIR    | 1         |         | 1,100.00              |
| RESIDENTIAL MECHANICAL MISCELLANEOUS | 1         |         | 200.00                |
| RESIDENTIAL HURRICANE SHUTTERS       | 1         |         | 8,000.00              |
| RESIDENTIAL FIRE SPRINKLER           | 2         |         | 4,152.00              |
| RESIDENTIAL DOCK                     | 2         |         | 140,300.00            |
| RESIDENTIAL BACKFLOW                 | 1         |         | 1,500.00              |
| RESIDENTIAL ALTERATION               | 9         |         | 735,533.00            |
| RESIDENTIAL A/C CHANGE OUT           | 6         |         | 36,748.00             |
| <b>Subtotal</b>                      | <b>28</b> |         | <b>957,305.00</b>     |
| <b>Commercial</b>                    |           |         |                       |
| COMMERCIAL SWIMMING POOL/SPA         | 1         |         | 13,500.00             |
| COMMERCIAL STRUCTURAL MISCELLANEOUS  | 1         |         | 1,000.00              |
| COMMERCIAL SERVICE CHANGE/REPAIR     | 1         |         | 2,150.00              |
| COMMERCIAL PLUMBING MISCELLANEOUS    | 1         |         | 15,388.00             |
| COMMERCIAL FIRE ALARM                | 1         |         | 6,905.00              |
| COMMERCIAL FENCE                     | 1         |         | 2,400.00              |
| COMMERCIAL BACKFLOW                  | 2         |         | 1,670.00              |
| COMMERCIAL A/C CHANGE OUT            | 1         |         | 22,000.00             |
| <b>Subtotal</b>                      | <b>9</b>  |         | <b>65,013.00</b>      |
|                                      | <b>37</b> |         | <b>\$1,022,318.00</b> |



**The Town of Hillsboro Beach  
Building Department  
Issued Permits Report**

**Start Date: 6/1/2020  
End Date: 6/30/2020**

| Folio #                           | Permit #  | Date Issued | Job Address                    | Job Sub Division                        | Job Value           |
|-----------------------------------|-----------|-------------|--------------------------------|-----------------------------------------|---------------------|
| <b>RESIDENTIAL<br/>ALTERATION</b> |           |             |                                |                                         |                     |
| 484317AB0950                      | 2014414-0 | 6/2/2020    | 1050 HILLSBORO MILE(UNIT 202W) | HILLSBORO LE<br>BARON CONDO             | \$6,300.00          |
| 484317AH0480                      | 2014415-0 | 6/2/2020    | 1063 HILLSBORO MILE(UNIT 602)  | OCEAN GRANDE<br>BEACH & MARINA<br>CONDO | \$500,000.00        |
| 484317AD0070                      | 2014423-0 | 6/8/2020    | 1021 HILLSBORO MILE(UNIT 102)  | LANDMARK AT<br>HILLSBORO CONDO          | \$16,935.00         |
| 484317AB0020                      | 2014427-0 | 6/11/2020   | 1051 HILLSBORO MILE(UNIT 202E) | HILLSBORO LE<br>BARON CONDO             | \$7,500.00          |
| 484308AB0330                      | 2014430-0 | 6/11/2020   | 1160 HILLSBORO MILE(UNIT 505)  | HILLSBORO ISLAND<br>HOUSE               | \$15,000.00         |
| 484308AB0150                      | 2014438-0 | 6/17/2020   | 1160 HILLSBORO MILE(UNIT 301)  | HILLSBORO ISLAND<br>HOUSE               | \$71,998.00         |
| 484317AB1110                      | 2014440-0 | 6/17/2020   | 1050 HILLSBORO MILE(UNIT 402W) | HILLSBORO LE<br>BARON CONDO             | \$15,000.00         |
| 484317AG0090                      | 2014442-0 | 6/22/2020   | 1073 HILLSBORO MILE(UNIT 5-S)  | KINGSLEY ARMS<br>CONDO                  | \$0.00              |
| 484317AH0450                      | 2014448-0 | 6/29/2020   | 1063 HILLSBORO MILE(UNIT 509)  | OCEAN GRANDE<br>BEACH & MARINA<br>CONDO | \$102,800.00        |
| <b>Grand Total</b>                |           |             |                                |                                         | <b>\$735,533.00</b> |



**The Town of Hillsboro Beach  
Building Department  
Activity Report**

**Start Date: 6/1/2020  
End Date: 6/30/2020**

| <b>Discipline</b> | <b>Total # of Inspections</b> | <b>Plan Review</b> | <b>Permits Applied</b> | <b>Value of Construction</b> | <b>Permit Revenue</b> |
|-------------------|-------------------------------|--------------------|------------------------|------------------------------|-----------------------|
| <b>Building</b>   | 53                            | 52                 | 17                     | \$930,505.00                 | \$16,8995.74          |
| <b>Electrical</b> | 36                            | 33                 | 17                     | \$10,155.00                  | \$2,966.63            |
| <b>Plumbing</b>   | 53                            | 20                 | 10                     | \$18,558.00                  | \$4,436.68            |
| <b>Mechanical</b> | 13                            | 23                 | 13                     | \$58,948.00                  | \$1,934.74            |
| <b>Totals</b>     | <b>156</b>                    | <b>152</b>         | <b>87</b>              | <b>\$1,022,318.00</b>        | <b>\$26,293.79</b>    |



**The Town of Hillsboro Beach  
Building Department  
Plan Review Times Report**

**Start Date: 6/1/2020  
End Date: 6/30/2020**

|                      | Number of Reviews | Average Days In Review | Most Days In Review |
|----------------------|-------------------|------------------------|---------------------|
| <b>Total Reviews</b> | 152               | 5.07                   | 9                   |



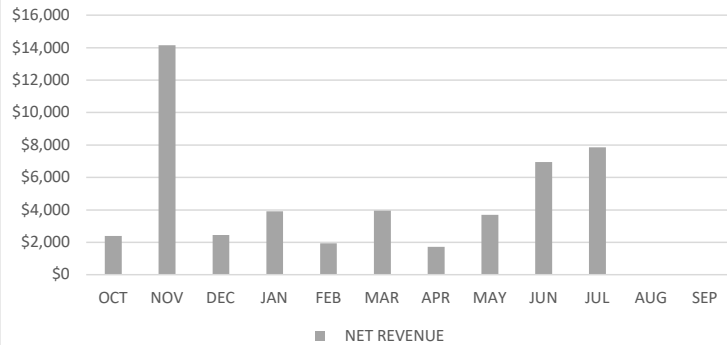
# The Town of Hillsboro Beach Building Department Summary Report

Start Date: 7/1/2020

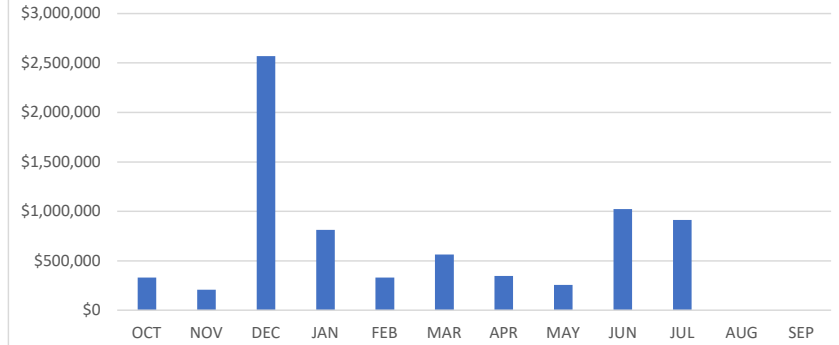
End Date: 7/31/2020

|                      | 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 | \$1,022,318 | \$914,865 |     |     | \$7,359,787 |
| BUILDING PERMIT FEES | \$15,984  | \$94,345  | \$16,306    | \$26,126  | \$12,957  | \$22,984  | \$8,099   | \$18,970  | \$26,294    | \$38,340  |     |     | \$280,405   |
| FIRE & ZONING FEES   | \$0       | \$0       | \$0         | \$0       | \$0       | \$500     | \$500     | \$850     | \$3,000     | \$2,100   |     |     | \$6,950     |
| TOTAL REVENUE        | \$15,984  | \$94,345  | \$16,306    | \$26,126  | \$12,957  | \$23,484  | \$8,599   | \$19,820  | \$29,294    | \$40,440  |     |     | \$287,355   |
| CGA EXPENSE          | \$13,587  | \$80,193  | \$13,860    | \$22,207  | \$11,014  | \$19,537  | \$6,884   | \$16,125  | \$22,350    | \$32,589  |     |     | \$238,344   |
| NET REVENUE          | \$2,398   | \$14,152  | \$2,446     | \$3,919   | \$1,944   | \$3,948   | \$1,715   | \$3,696   | \$6,944     | \$7,851   |     |     | \$49,011    |

NET REVENUE



CONSTRUCTION VALUE





**The Town of Hillsboro Beach  
Building Department  
Finance Report**

**Start Date: 7/1/2020  
End Date: 7/31/2020**

|     | Permit Fees  | Town Revenue | Fire Fees | Zoning Fees | Admin Fees | CGA Revenue | BORA       | DBPR       | DCA        |
|-----|--------------|--------------|-----------|-------------|------------|-------------|------------|------------|------------|
| MTD | \$38,339.55  | \$5,750.93   | \$0.00    | \$2100.00   | \$325.00   | \$32,588.62 | \$774.64   | \$432.61   | \$307.79   |
| YTD | \$280,380.28 | \$42,057.04  | \$3050.00 | \$3900.00   | \$825.00   | 238,323.24  | \$4,773.25 | \$2,805.77 | \$2,101.99 |





**The Town of Hillsboro Beach  
Building Department  
Permit Report**

**Start Date: 7/1/2020  
End Date: 7/31/2020**

| Permit Type                          | # Issued  | # Units | Value               |
|--------------------------------------|-----------|---------|---------------------|
| <b>Residential</b>                   |           |         |                     |
| RESIDENTIAL WINDOWS/DOORS/SHUTTERS   | 4         |         | 34,415.00           |
| RESIDENTIAL WATER HEATER             | 2         |         | 2,299.00            |
| RESIDENTIAL STRUCTURAL MISCELLANEOUS | 1         |         | 10,000.00           |
| RESIDENTIAL SERVICE CHANGE/REPAIR    | 1         |         | 1,450.00            |
| RESIDENTIAL RE-ROOF                  | 2         |         | 276,400.00          |
| RESIDENTIAL MECHANICAL MISCELLANEOUS | 1         |         | 17,100.00           |
| RESIDENTIAL LOW VOLTAGE              | 1         |         | 16,000.00           |
| RESIDENTIAL HURRICANE SHUTTERS       | 1         |         | 8,000.00            |
| RESIDENTIAL GENERATOR                | 1         |         | 90,942.00           |
| RESIDENTIAL DRIVEWAY/WALK PAVERS     | 2         |         | 4,500.00            |
| RESIDENTIAL ALTERATION               | 6         |         | 245,944.50          |
| RESIDENTIAL A/C CHANGE OUT           | 5         |         | 22,354.00           |
| <b>Subtotal</b>                      | <b>27</b> |         | <b>729,404.50</b>   |
| <b>Commercial</b>                    |           |         |                     |
| COMMERCIAL STRUCTURAL MISCELLANEOUS  | 1         |         | 16,460.00           |
| COMMERCIAL RE-ROOF                   | 1         |         | 169,000.00          |
| <b>Subtotal</b>                      | <b>2</b>  |         | <b>185,460.00</b>   |
|                                      | <b>29</b> |         | <b>\$914,864.50</b> |



**The Town of Hillsboro Beach  
Building Department  
Activity Report**

**Start Date: 7/1/2020  
End Date: 7/31/2020**

| Discipline    | Total # of Inspections | Plan Review | Permits Applied | Value of Construction | Permit Revenue     |
|---------------|------------------------|-------------|-----------------|-----------------------|--------------------|
| Building      | 69                     | 34          | 22              | \$764,719.50          | \$27,623.16        |
| Electrical    | 37                     | 27          | 15              | \$108,392.00          | \$4,736.53         |
| Plumbing      | 49                     | 20          | 11              | \$2,299.00            | \$3,183.82         |
| Mechanical    | 21                     | 19          | 10              | \$39,454.00           | \$2,796.04         |
| <b>Totals</b> | <b>176</b>             | <b>100</b>  | <b>80</b>       | <b>\$914,864.50</b>   | <b>\$38,339.55</b> |



**The Town of Hillsboro Beach  
Building Department  
Issued Permits Report**

**Start Date: 7/1/2020  
End Date: 7/31/2020**

|                                   | Folio #            | Permit #  | Date Issued | Job Address                    | Job Sub Division                  | Job Value           |
|-----------------------------------|--------------------|-----------|-------------|--------------------------------|-----------------------------------|---------------------|
| <b>RESIDENTIAL<br/>ALTERATION</b> | 484308080490       | 2014457-0 | 7/9/2020    | 1194 HILLSBORO MILE(UNIT 49)   | HILLSBORO BEACH<br>& YACHT VILLAS | \$165,164.50        |
|                                   | 484308AH1850       | 2014459-0 | 7/13/2020   | 1147 HILLSBORO MILE (UNIT 614) | OPAL TOWERS<br>SOUTH              | \$12,800.00         |
|                                   | 484317AD0220       | 2014472-0 | 7/28/2020   | 1021 HILLSBORO MILE(UNIT 302)  | LANDMARK AT<br>HILLSBORO          | \$7,800.00          |
|                                   | 484308NN0270       | 2014477-0 | 7/29/2020   | 1221 HILLSBORO MILE (UNIT 18C) | SEA CLUB INC CO-<br>OP            | \$18,830.00         |
|                                   | 484308NN0230       | 2014478-0 | 7/29/2020   | 1221 HILLSBORO MILE (UNIT 17B) | SEA CLUB INC CO-<br>OP            | \$15,050.00         |
|                                   | 484308NN0220       | 2014479-0 | 7/30/2020   | 1221 HILLSBORO MILE(UNIT 17A)  | SEA CLUB INC CO-<br>OP            | \$26,300.00         |
|                                   | <b>Grand Total</b> |           |             |                                |                                   | <b>\$245,944.50</b> |



**The Town of Hillsboro Beach  
Building Department  
Plan Review Times Report**

**Start Date: 7/1/2020  
End Date: 7/31/2020**

|               | Number of Reviews | Average Days In Review | Most Days In Review |
|---------------|-------------------|------------------------|---------------------|
| Total Reviews | 100               | 3.22                   | 10                  |



## Code Compliance Summary Report

From 6/1/2020

To 6/30/2020

Corridor (All Corridors)

### Case Totals for Period

|                                     |    |
|-------------------------------------|----|
| Cases Open at Start of Period       | 25 |
| Cases Opened During Period          | 1  |
| Cases Opened as result of Complaint | 1  |
| Cases Closed During Period          | 6  |
| Cases Closed Prior to Hearing       | 6  |
| Cases Open at End of Period         | 20 |

|                |          |
|----------------|----------|
| Inspections    | 1        |
| Re-inspections | 7        |
| <b>Total</b>   | <b>8</b> |

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 | 24            | 1                    | 1                             | 6                    | 6                        | 19                    |
| <b>Total</b> | <b>25</b>     | <b>1</b>             | <b>1</b>                      | <b>6</b>             | <b>6</b>                 | <b>20</b>             |



## Code Compliance Summary Report

From 6/1/2020

To 6/30/2020

Corridor (All Corridors)

### Inspections by Officer

| Officer      | Inspections | Re-inspections | Total    |
|--------------|-------------|----------------|----------|
| M. Sotolongo | 1           | 7              | 8        |
| <b>Total</b> | <b>1</b>    | <b>7</b>       | <b>8</b> |

### Summary of Cases Opened by Incident Type

| Incident Type | Number   |
|---------------|----------|
| Nuisance      | 1        |
| <b>Total</b>  | <b>1</b> |

### Revenue Summary

|                      | Period Start       | During Period | Period End         |
|----------------------|--------------------|---------------|--------------------|
| Total Fines Assessed | \$64,250.00        | \$3,750.00    | \$68,000.00        |
| Total Payments       | \$0.00             | \$0.00        | \$0.00             |
| <b>Balance</b>       | <b>\$64,250.00</b> |               | <b>\$68,000.00</b> |



## Case Action Report\*

From 6/1/2020

To 6/30/2020

Corridor (All Corridors)

| <u>Date Issue</u> | <u>Incident Type</u> | <u>Site Address</u>                            | <u>Status</u> | <u>Documents Issued</u> |                         |                         |
|-------------------|----------------------|------------------------------------------------|---------------|-------------------------|-------------------------|-------------------------|
| 6/4/2020          | Nuisance             | 1185 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 | Closed        | <u>Date Issue</u>       | <u>Type</u>             | <u>Officer Assigned</u> |
|                   |                      |                                                |               | 6/3/2020                | Courtesy Notice         | M. Sotolongo            |
|                   |                      |                                                |               | 6/3/2020                | Complaint               | M. Sotolongo            |
|                   |                      |                                                |               | 6/26/2020               | Affidavit of Compliance |                         |

\*Cases included in this report are those where the owner was first cited within the date range and corridor specified



## Code Compliance Summary Report

From 7/1/2020

To 7/31/2020

Corridor (All Corridors)

### Case Totals for Period

|                                     |    |
|-------------------------------------|----|
| Cases Open at Start of Period       | 20 |
| Cases Opened During Period          | 6  |
| Cases Opened as result of Complaint | 6  |
| Cases Closed During Period          | 1  |
| Cases Closed Prior to Hearing       | 1  |
| Cases Open at End of Period         | 25 |

|                |          |
|----------------|----------|
| Inspections    | 6        |
| Re-inspections | 3        |
| <b>Total</b>   | <b>9</b> |

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 | 19            | 6                    | 6                             | 1                    | 1                        | 24                    |
| <b>Total</b> | <b>20</b>     | <b>6</b>             | <b>6</b>                      | <b>1</b>             | <b>1</b>                 | <b>25</b>             |





## Code Compliance Summary Report

From 7/1/2020

To 7/31/2020

Corridor (All Corridors)

### Inspections by Officer

| Officer      | Inspections | Re-inspections | Total    |
|--------------|-------------|----------------|----------|
| M. Sotolongo | 6           | 3              | 9        |
| <b>Total</b> | <b>6</b>    | <b>3</b>       | <b>9</b> |

### Summary of Cases Opened by Incident Type

| Incident Type                   | Number   |
|---------------------------------|----------|
| Artificial Lighting Regulations | 4        |
| Nuisance                        | 2        |
| <b>Total</b>                    | <b>6</b> |

### Revenue Summary

|                      | Period Start       | During Period | Period End         |
|----------------------|--------------------|---------------|--------------------|
| Total Fines Assessed | \$68,000.00        | \$3,875.00    | \$71,875.00        |
| Total Payments       | \$0.00             | \$0.00        | \$0.00             |
| <b>Balance</b>       | <b>\$68,000.00</b> |               | <b>\$71,875.00</b> |



## Case Action Report\*

From 7/1/2020

To 7/31/2020

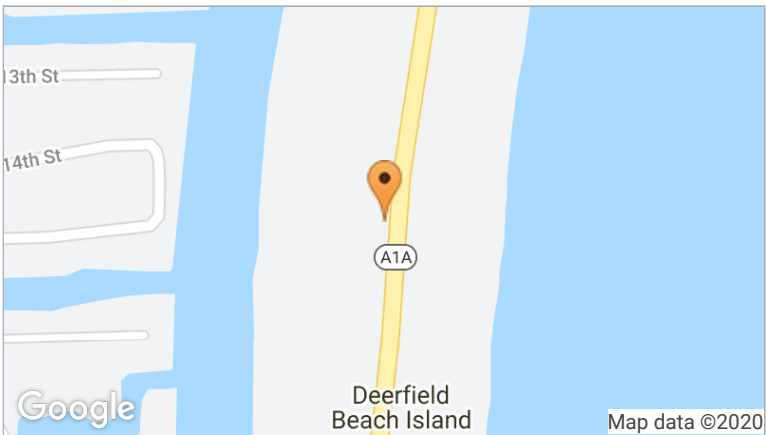
Corridor (All Corridors)

| <u>Date Issue</u> | <u>Incident Type</u>            | <u>Site Address</u>                               | <u>Status</u> | <u>Documents Issued</u> |                 |                         |
|-------------------|---------------------------------|---------------------------------------------------|---------------|-------------------------|-----------------|-------------------------|
| 7/20/2020         | Artificial Lighting Regulations | 1153 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1  | Open          | <u>Date Issue</u>       | <u>Type</u>     | <u>Officer Assigned</u> |
|                   |                                 |                                                   |               | 7/20/2020               | Courtesy Notice | M. Sotolongo            |
|                   |                                 |                                                   |               | 7/20/2020               | Complaint       | M. Sotolongo            |
| 7/20/2020         | Artificial Lighting Regulations | 1153 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 3  | Open          | <u>Date Issue</u>       | <u>Type</u>     | <u>Officer Assigned</u> |
|                   |                                 |                                                   |               | 7/20/2020               | Courtesy Notice | M. Sotolongo            |
|                   |                                 |                                                   |               | 7/20/2020               | Complaint       | M. Sotolongo            |
| 7/24/2020         | Nuisance                        | 963 HILLSBORO MILE, HILLSBORO BEACH, FL 33062     | Open          | <u>Date Issue</u>       | <u>Type</u>     | <u>Officer Assigned</u> |
|                   |                                 |                                                   |               | 7/24/2020               | Courtesy Notice | M. Sotolongo            |
|                   |                                 |                                                   |               | 7/24/2020               | Complaint       | M. Sotolongo            |
| 7/25/2020         | Artificial Lighting Regulations | 1237 HILLSBORO MILE, HILLSBORO BEACH, FL 33062    | Open          | <u>Date Issue</u>       | <u>Type</u>     | <u>Officer Assigned</u> |
|                   |                                 |                                                   |               | 7/25/2020               | Complaint       | M. Sotolongo            |
|                   |                                 |                                                   |               | 7/31/2020               | Courtesy Notice | M. Sotolongo            |
| 7/31/2020         | Artificial Lighting Regulations | 1194 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 20 | Open          | <u>Date Issue</u>       | <u>Type</u>     | <u>Officer Assigned</u> |
|                   |                                 |                                                   |               | 7/31/2020               | Courtesy Notice | M. Sotolongo            |
|                   |                                 |                                                   |               | 7/31/2020               | Complaint       | M. Sotolongo            |

\*Cases included in this report are those where the owner was first cited within the date range and corridor specified

# Service Request 535368

## Record Info

|                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                        |                      |                               |
|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------------|
| <b>Request ID:</b>                                                                 | 535368                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Request Type:</b> | Businesses in Hillsboro Beach |
| <b>Priority:</b>                                                                   | 2                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Entered By:</b>   | KTKENDRICK                    |
| <b>Date Submitted:</b>                                                             | 6/25/2020 1:56:00 PM                                                                                                                                                                                                                                                                                                                                                                                   | <b>Cross Street:</b> |                               |
| <b>Address:</b>                                                                    | 1198 Hillsboro Mile<br>Hillsboro Beach                                                                                                                                                                                                                                                                                                                                                                 |                      |                               |
|  |                                                                                                                                                                                                                                                                                                                                                                                                        |                      |                               |
| <b>District:</b>                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                        |                      |                               |
| <b>Additional Info:</b>                                                            | <p>If this complaint is related to a situation where you or others have been exposed to COVID-19 or people in a business are showing COVID-19 symptoms, please contact the local office for the Department of Health at (954) 412 7300 or the Center for Disease Control and Prevention at (800) 232 4636</p> <p>Please complete all fields for successful submission, including business address.</p> |                      |                               |
| <b>Comments:</b>                                                                   | APARTMENT BULDING; POOL IS OPEN AND NOT BEING CLEANED NOR SUPERVISED, NO MASK IS BEING WORN IN THE LOBBY OR COMMON AREAS.                                                                                                                                                                                                                                                                              |                      |                               |
| <b>Private Notes:</b>                                                              |                                                                                                                                                                                                                                                                                                                                                                                                        |                      |                               |
| <b>Name of Business:</b>                                                           | Hillsboro Imperial                                                                                                                                                                                                                                                                                                                                                                                     |                      |                               |
| <b>Business Type:</b>                                                              | Other                                                                                                                                                                                                                                                                                                                                                                                                  |                      |                               |
| <b>Type of Violation:</b>                                                          | Not Following Sanitation Requirements                                                                                                                                                                                                                                                                                                                                                                  |                      |                               |
| <b>Complaint Outcome:</b>                                                          | Not Substantiated                                                                                                                                                                                                                                                                                                                                                                                      |                      |                               |

## Submitter Info

|                      |                          |                   |     |
|----------------------|--------------------------|-------------------|-----|
| <b>Name:</b>         | N/A                      | <b>Email:</b>     | N/A |
| <b>Address:</b>      | N/A                      |                   |     |
| <b>Phone #:</b>      | N/A                      | <b>Extension:</b> | N/A |
| <b>Alt. Phone #:</b> | N/A                      | <b>Extension:</b> | N/A |
| <b>Notify:</b>       | <input type="checkbox"/> |                   |     |

## Activity List

|              |                      |
|--------------|----------------------|
| <b>Date:</b> | 6/25/2020 1:56:00 PM |
|--------------|----------------------|

**User:** KTKENDRICK

**Comments:**

Service Request Open - ID 535368

Routed To: astarks, mserda, msotolongo, tcarvajal

Comments: APARTMENT BUILDING; POOL IS OPEN AND NOT BEING CLEANED NOR SUPERVISED, NO MASK IS BEING WORN IN THE LOBBY OR COMMON AREAS.

**Date:** 6/26/2020 2:57:00 PM

**User:** msotolongo

**Comments:** On Friday 06/26/2020 at approx. 11:40 AM , I responded to Hillsboro Imperial Apts. Condo to investigate this complaint.

Ms. Jennifer Fajardo (954)245.9325 / hillsboro.imperial@gmail.com. granted access to the building, and after stating the nature of my visit, she allowed me to inspect the pool area where I noted that there were no furniture, nor pool/beach equipment to maintain.

There is a note posted on the door to the pool deck that outlines Covid-19 precautions.

Ms. Fajardo informed me that all residents have been made aware of CDC/Covid-19 regulations and some residents do bring their own chairs when visiting the pool or beach.

I thanked Ms. Fajardo for her assistance and exited the property.

\*\*\* Copy of Facial Coverings Frequently Asked Questions provided. At this time there are no requirements for Condominium residents to wear facial coverings when in common areas of the building, certain regulations are in place (FAQ #10) while at pool or beach. See EO 20-12 Section 3 and attachment 11 and 12.





## **TOWN OF HILLSBORO BEACH**

1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

Phone: (954) 427-4011  
[www.townofhillsborobeach.com](http://www.townofhillsborobeach.com)

### **Agenda Item Cover Memo**

**Agenda Item:** Town Manager Performance Evaluation

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

**Agenda Date:** September 1, 2020

### **1. BACKGROUND/HISTORY**

### **2. CURRENT ACTIVITY**

### **2. FINANCIAL IMPACT**

### **3. RECOMMENDATION**

**ATTACHMENTS:** 1. Summary of Town Manager Performance Evaluation (Oct 2019-Sept 2020)



# TOWN OF HILLSBORO BEACH, FLORIDA

1210 Hillsboro Mile  
Hillsboro Beach, Florida 33062

(P) 954-427-4011  
(F) 954-427-4834

## Town Manager Performance Evaluation Form

Town Manager Name: Mac Serda  
Evaluation Period: Oct 2019 - Sept 2020

### PROFESSIONAL SKILLS

- **Leadership:** Outstanding 5/5
- **Decision Making/Judgment:** Outstanding 3/5, Exceed Expectations 2/5
- **Coordination:** Outstanding 5/5
- **Planning and Organization:** Outstanding 5/5
- **Budgeting:** Outstanding 4/5, Exceed Expectations 1/5
- **Financial Management:** Outstanding 4/5, Exceed Expectations 1/5
- **Asset Management:** Outstanding 4/5, Exceed Expectations 1/5

Comments:

**Mayor Deborah Tarrant:**

- Mr. Serda is the ultimate professional, always maintaining composure and decorum under pressure. On occasion, given the broad gamut of issues under his responsibility, decision and active efforts to move things forward can get sidelined for longer periods of time than is optimal (i.e., replacement of missing Town signs, painting of Town Hall, TDT follow-up); however, given the lack of support staff, this is understandable.

**Commissioner Barbara Baldassarre:**

- Exceptional in all areas. Actively participates in Professional Association and is a Recognized Leader.

### INTERACTIVE SKILLS

- **Interpersonal Relationships:** Outstanding 5/5
- **Community Relations:** Outstanding 4/5, Exceed Expectations 1/5
- **Responsiveness:** Outstanding 4/5, Exceed Expectations 1/5
- **Follows Direction:** Outstanding 4/5, Exceed Expectations 1/5

Comments:

**Mayor Deborah Tarrant:**

- Extremely cooperative and open to Commission direction. Responds to All requests and inquiries in a timely manner. Has good working relationship with the Broward League of Cities and his counterparts in other municipalities.

**Commissioner Barbara Baldassarre**

- Maintains composure during stressful situation.

## COMMUNICATION SKILLS

- **Commission:** Outstanding 5/5
- **Press:** Outstanding 4/5, Exceed Expectations 1/5
- **Staff:** Outstanding 4/5, Exceed Expectations 1/5
- **Residents/General Public:** Outstanding 5/5
- **Relationship with Council:** Outstanding 4/5, Exceed Expectations 1/5

Comments:

**Mayor Tarrant:**

- Is wonderful in communicating with residents, staff, and Commission. Has the patience of a saint.

**Commissioner Barbara Baldassarre:**

- Exceptional

## ADMINISTRATIVE SKILLS AND TRAITS

- **Job Knowledge:** Outstanding 5/5
- **Coordination:** Outstanding 5/5
- **Planning and Organization:** Outstanding 5/5
- **Creativity:** Outstanding 3/5, Exceed Expectations 2/5
- **Operational Efficiency:** Outstanding 4/5, Exceed Expectations 1/5
- **Honesty/Integrity:** Outstanding 5/5
- **Adaptability:** Outstanding 5/5
- **Initiative:** Outstanding 4/5, Exceed Expectations 1/5
- **Resiliency:** Outstanding 4/5, Exceed Expectations 1/5
- **Ethical Standards:** Outstanding 5/5

Comments:

**Mayor Deborah Tarrant:**

- Administrative skills are excellent. Ability to stay motivated is incredible. Ethics and integrity are unquestionable. Having been with the Town now for a number of years, initiative and creativity with strategic issues can become more a focus.

**Commissioner Barbara Baldassarre:**

- Supports the departments and encourage staff program development.

## STRENGTHS, WEAKNESSES AND PERFORMANCE OBJECTIVES

### **Strengths: What do you feel are some of this person's strongest attributes and finest accomplishments in the last twelve (12) months?**

#### **Mayor Deborah Tarrant:**

- Great example to staff for integrity, work ethic, and dedication / Administrative and technology knowledge / Budgeting and technology skills / Diplomacy and tact / Tolerance and patience/ Available 24/7 – responds immediately to all communications / Successfully executed change in leadership in Police Department.

#### **Vice Mayor Irene Kirdahy:**

- Mac is a charming, calm person. Suits him well in his position. His strongest attribute is his ability to look down the road and identify potential issues early on.

#### **Commissioner Barbara Baldassarre:**

- Continues to demonstrate strong leadership and decision-making skills. His communication skills are excellent, keeping the Commission informed of all pertinent Town actions. His work with FEMA projects continues to be a priority in beach maintenance. Pleased to see buoy deployment.

#### **Commissioner Andrew Brown**

- Making himself available to talk 7 days a week. When involved with important meetings or phone calls, he will get back to you when he immediately becomes available. He drives through Town on weekend always checking on the operations in place.

### **Weaknesses: What areas of performance do you feel most need improvement? Do you have any suggestions for improvements in these areas?**

#### **Mayor Deborah Tarrant:**

- Would like to see him be more vocal with opinions on strategic issues, and thus “drive the train” more. Sometimes overly conciliatory, resulting in a lack of progress. / Occasionally parses the downside of a situation to the point of immobility.

#### **Vice Mayor Irene Kirdahy:**

- I know these employees are not easy to find, but the Water Department does a great job at the plant, however they do not have proper field operatives. If budget allows, that is an employee the Town could use.

#### **Commissioner Andrew Brown:**

- I believe that Mac knows what he has to do and does it very well.



**New Objectives: List new priorities you would like to see addressed in the next year.**

**Mayor Deborah Tarrant:**

- 1) Establish clarification with County Property Appraiser/County Attorney for TDT dollars collected for short-term rentals and contributed to beach funding. Take necessary steps to correct.
- 2) Evaluate cost/benefit of part-time in-house beach engineering personnel as opposed to 100% outsourced.
- 3) Establish relationship with appropriate DEP personnel.
- 4) Continue beautification efforts for A1A, including power lines and standardizing off-road parking.
- 5) Complete long-term solution for buoy stabilization.
- 6) Freshen up the dilapidated exterior of Town Hall.

**Vice Mayor Irene Kirdahy:**

- 1) Just continue to work with Engineers to get road raise started.
- 2) Complete Town Hall renovation.

**Commissioner Barbara Baldassarre:**

- 1) Completion of Fire contract.
- 2) Digitalization of Records.
- 3) Continued support for communication with Town residents (forum).

**Commissioner Andrew Brown:**

- We have done so much in my 2+ years that I am looking to the day that we have normal meetings with normal operations in place. Our big legal issues are behind us.

Reviewed & Discussed  
Town Commission Meeting  
September 1, 2020 @ 9:00AM

Sherry D. Henderson, CMC  
Town Clerk



## **TOWN OF HILLSBORO BEACH**

1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

Phone: (954) 427-4011  
[www.townofhillsborobeach.com](http://www.townofhillsborobeach.com)

### **Agenda Item Cover Memo**

**Agenda Item:** Town Sign Update

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

**Agenda Date:** September 1, 2020

#### **1. BACKGROUND/HISTORY**

#### **2. CURRENT ACTIVITY**

#### **2. FINANCIAL IMPACT**

#### **3. RECOMMENDATION**

**ATTACHMENTS:** None



## **TOWN OF HILLSBORO BEACH**

1210 Hillsboro Mile  
Hillsboro Beach, FL 33062

Phone: (954) 427-4011  
[www.townofhillsborobeach.com](http://www.townofhillsborobeach.com)

### **Agenda Item Cover Memo**

**Agenda Item:** Governor DeSantis Daily Brief Covid-19 Update (8/27/2020)  
Presented by Mayor Tarrant

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

**Agenda Date:** September 1, 2020

### **1. BACKGROUND/HISTORY**

### **2. CURRENT ACTIVITY**

### **2. FINANCIAL IMPACT**

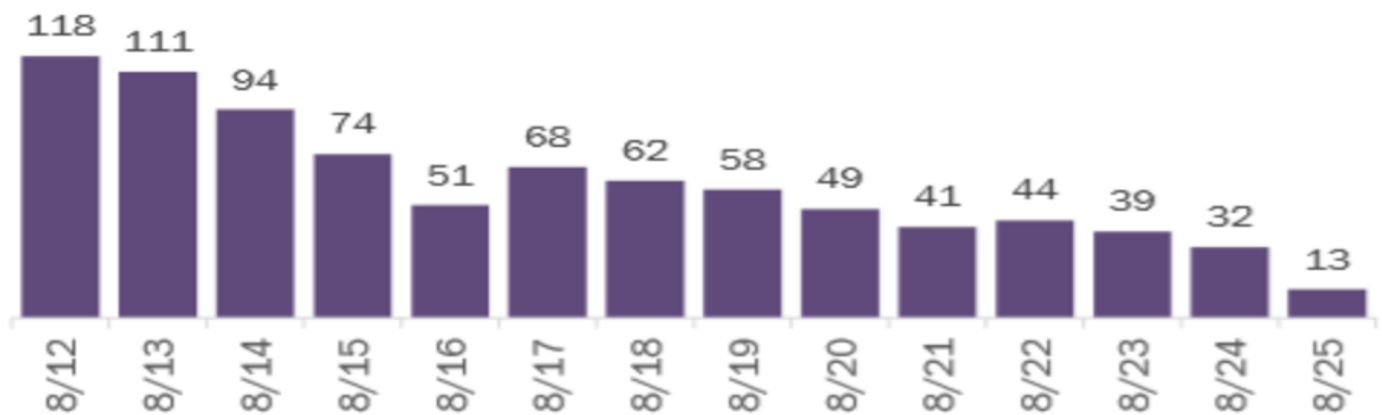
### **3. RECOMMENDATION**

**ATTACHMENTS:** 1. The Governor's Daily Brief - 8-27-20



## COVID-19 by the numbers | COVID -19 Fatalities 8/27/2020

### Deaths by date of death



Median age: 79 years

| Age group    | Deaths        | Cases          | Case fatality rate | Mortality rate per 100,000 population |
|--------------|---------------|----------------|--------------------|---------------------------------------|
| 0-4 years    | 0             | 10,248         | 0.0%               | 0.0                                   |
| 5-14 years   | 4             | 24,698         | 0.0%               | 0.2                                   |
| 15-24 years  | 27            | 89,626         | 0.0%               | 1.1                                   |
| 25-34 years  | 70            | 113,903        | 0.1%               | 2.5                                   |
| 35-44 years  | 206           | 98,992         | 0.2%               | 7.9                                   |
| 45-54 years  | 445           | 96,657         | 0.5%               | 16.0                                  |
| 55-64 years  | 1,156         | 78,851         | 1.5%               | 40.0                                  |
| 65-74 years  | 2,248         | 45,754         | 4.9%               | 92.6                                  |
| 75-84 years  | 3,114         | 26,338         | 11.8%              | 221.8                                 |
| 85+ years    | 3,463         | 15,360         | 22.5%              | 599.6                                 |
| Unknown      | 0             | 1,686          | 0.0%               |                                       |
| <b>Total</b> | <b>10,733</b> | <b>602,113</b> | <b>1.8%</b>        | <b>49.7</b>                           |



## ICUs and hospital beds by the numbers | Current as of 8/27/2020

**19.80%**

% of ICU Beds Available Statewide

**40.32%**

% of Pediatric ICU Beds Available Statewide

**23.86%**

% of Available Hospital Beds Statewide

### Effective Reproduction Rate • $R_t$

$R_t$  is the average number of people who become infected by an infectious person. If it's above 1.0, COVID-19 will spread quickly. If it's below 1.0, infections will slow. [Learn More](#)

