AGENDA

Town of Hillsboro Beach Commission Meeting

October 6, 2020
9:00 AM

MAYOR
Honorable Deborah L. Tarrant

VICE MAYOR
Honorable Irene Kirdahy

COMMISSIONERS
Honorable Vicky Feaman
Honorable Barbara Baldasarre
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

Established 1939

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile, Hillsboro Beach, Florida 33062

October 6, 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, October 6, 2020 9:00am (Eastern) Meeting number: 878 4736 1566 Passcode: 951699 (Pursuant to the Governor's Executive Order 20-69, as extended by EO 20-112, 20-123, 20-139, 20-150 and amended by EO 20-179 & 20-193 and extended by EO 20-246 for COVID-19 Emergency Management of Local Government Public Meetings)

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

  LIVE 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. August 13, 2020 Special Commission Meeting Minutes

B. September 1, 2020 Regular Commission Meeting Minutes

II. DISCUSSION & POSSIBLE ACTION

A. Discussion on Illegal Dumping in Storm Drains

III. RESOLUTIONS & CONTRACTS

A. **RESOLUTION NO. 2020-62** Consideration to Oppose A Broward County Charter Amendment to be Placed on the November 2020 General Election Ballot that Would Allow the County to Supersede Town Zoning and Other Ordinances Which Would Otherwise Be Applicable to the County Projects to be Located Within Municipalities Which Projects Are, in Whole or in Part, to Be Funded by Transportation Surtax Funding, on Lands Owned or Leased by the County Which Lands Are Located Within Municipalities.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, OPPOSING A BROWARD COUNTY CHARTER AMENDMENT TO BE PLACED ON THE NOVEMBER 2020 GENERAL ELECTION BALLOT THAT WOULD ALLOW THE COUNTY TO SUPERSEDE TOWN ZONING AND OTHER ORDINANCES WHICH WOULD OTHERWISE BE APPLICABLE TO COUNTY PROJECTS TO BE LOCATED WITHIN MUNICIPALITIES WHICH PROJECTS ARE, IN WHOLE OR IN PART, TO BE FUNDED BY TRANSPORTATION SURTAX FUNDING, ON LANDS OWNED OR LEASED BY THE COUNTY WHICH LANDS ARE LOCATED WITHIN MUNICIPALITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

B. **RESOLUTION NO. 2020-63** Consideration to Approve the 2021 Town Commission Meeting Dates.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING THE 2021 TOWN COMMISSION MEETING SCHEDULE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

C. **RESOLUTION NO. 2020-64** Consideration of the Settlement Agreement between the Town of Hillsboro Beach and the City of Deerfield Beach, Relating to Lawsuit Presently Presented in the 17th Judicial Circuit Court in and for Broward County, Florida, Case No. CACE-17-007784(08).

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A SETTLEMENT AGREEMENT BETWEEN THE TOWN OF HILLSBORO BEACH AND THE CITY OF DEERFIELD BEACH; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

IV. CONSENT

A. INVOICES FOR APPROVAL

1. **CG&A:** Invoice # 79670 Services rendered thru 08/31/2020 **$14,694.04**

2. **Gardener, Bist, Bowden, bush, Dee, Lavia, Wright & Perry, P.A. :** Invoice #10004 Services rendered from 08/05/2020 thru 08/28/2020 **$8,730.00** (Assistance on Beach Nourishment Issues)

3**. Inframark:** Invoice #55360 09/14/2020 **$7,414.93**

4. **RMA:** Invoice #4530 Services rendered from 06/29/2020 thru 07/31/2020 **$3,800.00**

5**. RMA:** Invoice #4534 Services rendered from 08/01/2020 thru 08/31/2020 2020 **$4,975.00**

6. **Shutts & Bowen LLP:** Invoice #1481632 Services rendered thru 08/31/2020 **$2,413.57**

7**. Sweetapple, Broeker & Varkas:** Invoice #10996 Services rendered from 08/27/2020 thru 09/25/2020 **$5,900.00**

8. **Goren, Cherof, Doody & Ezrol, P.A.:** Invoice # 32851 Services rendered from 08/25/2020 thru 09/29/2020 **$6,972.45** (General Matters)

9. **Goren, Cherof, Doody & Ezrol, P.A.:** Invoice # 32852 Services rendered from 08/25/2020 thru 09/28/2020 **$4,758.00** (Deerfield Beach)

10. **Goren, Cherof, Doody & Ezrol, P.A.:** Invoice # 32853 Services rendered from 09/24/2020 thru 09/25/2020 **$630.00** (Purchase from Winter sun Investments LLC)

11. **Goren, Cherof, Doody & Ezrol, P.A.:** Invoice # 32854 Services rendered from 08/03/2020 thru 09/23/2020 **$2,141.80** (adv. State of Florida (Bond Validation 2020))

12. **Goren, Cherof, Doody & Ezrol, P.A.:** Invoice # 32855 Services rendered from 09/02/2020 thru 09/04/2020 **$318.15** (adv. David Pratt (Seagrape Revocable Trust 2020))

13. **Moffatt & Nichol:** Invoice #754469 Services rendered from 08/30/2020 thru 09/26/2020 **$17,755.75**

14. **CG&A:** Invoice #80478 Services rendered thru 09/30/2020 **$16,971.79**

V. 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

VI. TOWN MANAGER REPORT

A. Updates & Discussion
Mac Serda, Town Manager

1. Update on Planning Room
2. Update on Painting of Town Hall
3. Update on Town Hall Gateway Signs

VII. TOWN ATTORNEY REPORT

VIII. TOWN COMMISSION COMMENTS/REPORTS

IX. PUBLIC COMMENTS

X. ADJOURNMENT

UPCOMING MEETINGS & EVENTS

A. **Mon Oct 5, 2020 Census Extended Deadline www.My2020Census.gov**
Mon Oct 5, 2020 Books Close - Nov General Election www.RegisterToVoteFlorida.gov

Tue	Nov 3, 2020	7AM-7PM	General Election Day
Tue	Nov 10, 2020	9:00 AM	Regular Commission Meeting
Tue	Dec 1, 2020	9:00 AM	Regular Commission Meeting

MINUTES
TOWN OF HILLSBORO BEACH
SPECIAL COMMISSION MEETING

THURSDAY	**AUGUST 13, 2020**	**10:00 A.M.**

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Deborah L. Tarrant called the meeting to order at 10:02 a.m. Roll was called with the Commission members and staff present via Zoom video as listed below.

Town Commission:
Mayor Deborah L. Tarrant
Vice Mayor Irene Kirdahy (joined at 10:09)
Commissioner Andrew R. Brown
Commissioner Vicky Feaman
Commissioner Barbara Baldasarre

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 Zoom platform s being utilized to host the meeting online. He further noted public comment was being accepted by email, as well as on the Zoom Video Conference System.

I. RESOLUTIONS & CONTRACTS

A. **Resolution No. 2020-49** Consideration to Approve and Authorize the Appropriate Town Officials to Execute Fourth Amendment (Revised) to Commercial Contract Between Town of Hillsboro Beach and Winter Sun Investments, LLC.

Mr. Doody read Resolution 2020-49 by title only.

Mr. Doody provided a brief background on the agreement with Winter Sun Investments for the purchase of 1205 and 1206 Hillsboro Mile. He explained the agreement allowed for an inspection and due diligence period, which was subsequently extended three (3) separate times by amendment.

Mr. Doody stated he has been in contact with counsel for Winter Sun Investments to again extend the inspection period, and the amendment before the Commission was the result. He outlined changes which had been made to the amendment since the Commission reviewed it on July 28, 2020:

- End of inspection period extended from August 17 to December 15
- Closing date 30 days subsequent to end of inspection period
- Closing prorations calculated as of September 30, 2020, which was the original closing date
- Removed carrying cost requirement
- Added language that imposes on the Town the obligation to be responsible for real taxes and assessments beginning September 30, 2020 (approximately $400 per day), to be deducted from deposit at closing

Mr. Doody stated the Town maintained the ability to terminate the contract prior to October 1, 2020 to avoid obligation of taxes and assessments. He asserted the options before the Commissioner were to terminate the contract or to approve the amendment, as the current agreement terminates on August 17 and the Town would forfeit the deposit were that date allowed to lapse without action.

Mayor Tarrant stated the need for a long-term beach nourishment and restoration plan couldn't be more obvious. She noted the FEMA-funded projects completed in the past few years were stopgap measures and stated putting sand on the beach is and will always be a necessity to provide a healthy beach.

Continuing, Mayor Tarrant stated putting in groins or rockpiles was not an option, with a cost of more than $50 million and no guarantee of success. She noted those groins would need to be continually filled with sand and would require permits and result in conflicts from a variety of municipalities and groups. She stated the need for a realistic, long-term solution was the reason the Commission voted to purchase 1205 and 1206 Hillsboro Mile.

Mayor Tarrant stated her position was that the Commission should accept amendment four (4) and continue pursuing the agreement.

Commissioner Feaman agreed, noting she was also in favor of the amendment.

Commissioner Baldasarre stated there would not be a cost until October 1, so supporting the action at this time was a good idea.

Vice Mayor Kirdahy clarified the Town did not want to lose the deposit, so should accept the agreement and move forward. She stated it was not costing the Town anything to provide the fail-safe.

Commissioner Brown asked if the taxes were current on the property.

Mr. Doody stated that the taxes were up to date.

Commissioner Brown asked how the costs after September 30 would be paid.

Mr. Doody clarified the contract stipulated any payments due would be taken off the deposit being held in escrow. He noted $400 per day was an estimate based on 2019 taxes and would adjust after the start of the year.

Motion made by Commissioner Baldasarre, seconded by Commissioner Feaman, to approve Resolution 2020-49. In a roll call vote, the **motion** passed unanimously. (5-0)

II. PUBLIC COMMENTS

Town Clerk Sherry D. Henderson read public comments submitted prior to the meeting. (Clerks Note: Comments entered into the record and added to meeting minutes)

Mark Ginsburg sent an email stating it would be virtually impossible to have funding in place by the extension date, and outlined the potential dates associated with the appeal currently being undergone by the Town.

J.R. Fishman sent an email in opposition of the purchase of 1205 and 1206 Hillsboro Mile.

Ms. Henderson read the first three (3) minutes of the email.

Town Manager Mac Serda stated the full text of the email would be attached to the minutes for the record.

John Carlson sent an email stating he rejected the amendment because the purchase was being made for political purposes and a cost/benefit analysis did not exist. He outlined a list of reasons he was in opposition to the purchase.

Ms. Henderson read the first three (3) minutes of the email. She stated the full text of the email would be attached to the minutes for the record.

Celinda Sawtelle sent an email stating the Town needed to apologize to Deerfield Beach and move forward with a coalition to support the beach.

Mayor Tarrant opened the meeting to additional public comment.

Vice Mayor Kirdahy noted a lot of the questions brought up in the comments were answered during the previous discussion.

Mayor Tarrant stated people make statements as though they are fact, but that is not necessarily the case. She asserted the insinuation that there was some sort of under the table or nefarious transaction was false.

Kim Williams stated that Mr. Serda had said an updated appraisal on the property would make sense because of potential reductions in property values due to COVID-19.

Mayor Tarrant responded staff had reached out to the appraisers and were told an appraisal was an option, but due to reduced interest rates, the appraisers found prices were skyrocketing. She stated the Town would also realize the benefits of reduced interest rates when making the purchase.

Mayor Tarrant outlined the number of parcels in town and stated the 118 signatures on the petition were a small portion of the owners.

Marshall Geisser commented regarding the timeline of the agreement. He asked if a separate determination would be made in September regarding the purchase, prior to the accrual of taxes and assessments.

Mayor Tarrant stated that a special meeting would be called.

Mr. Geisser noted the facts would not change by that time, as litigation would continue through December or January.

Mayor Tarrant responded there is always the possibility that something would change. She noted it costs the Town nothing to hold the line until September 30.

Mr. Geisser stated his concern that the Town had the $350,000 deposit on the line, noting the litigation he was party to would not go away.

Henry Chajet spoke in opposition of the purchase of 1205 and 1206 Hillsboro Mile. He stated he did not want the trucks there and he thanks those who have litigated against the taxation.

Manny Hernandez stated he had been listening to the comments and asked for clarification regarding the potential timeline.

Mr. Doody stated as of the execution of the amendment, the closing would be January 2021. He noted closing on that date was unlikely with the current situation in court. He stated if the purchase moves forward, the assessment would not happen until the latter part of 2021.

Celinda Sawtelle asked why comments were not read prior to vote, noting she had submitted a comment in opposition to the amendment.

Mayor Tarrant stated public comments were taken in regard to Ordinances, and at the end of each meeting for other items.

Ms. Sawtelle made a statement in opposition to the purchase, stating many residents believe they will have the opportunity to vote prior to a decision being made on the purchase. She stated the Commission should require the current owner to tear down the building and pay the associated liens and fines.

Mayor Tarrant closed the public comments. She reiterated the importance of getting sand on the beach and noted the legal fees amounted to little in comparison to what had been spent on stopgap measures which were not working.

Mayor Tarrant stated engineers and attorneys were consulting and the Commission was doing the best it could to represent the Town.

III. ADJOURNMENT

Motion made by Commissioner Feaman, seconded by Vice Mayor Kirdahy, to adjourn the meeting at 10:54 a.m. In a roll call vote, the **motion** passed unanimously.

ADOPTED THIS ______ DAY OF _________, 2020

By: ______________________________
Deborah L. Tarrant, Mayor

ATTEST:

____
Sherry D. Henderson, CMC Town Clerk

August 13, 2020 Special Commission Meeting

Written Public Comments Submitted to the Clerk's Office

(entered into the record with Meeting Minutes)

Established 1939

www.TownofHillsboroBeach.com

Town Clerk

From: Marc Ginsberg <marcginsberg@mg-trialattorneys.com>
Sent: Wednesday, August 12, 2020 11:16 AM
To: townclerk@townofhillsborobeach.com
Subject: Fw: Town of Hillsboro Beach-Special Commission Meeting-August 13, 2020

Dear Clerk:
Please see my comments below which I made to Mr. Doody as Town attorney. Please include in the Town Minutes of tomorrow's commission meeting.
Thank you
Marc Ginsberg, property Owner at 1221 Hillsboro Mile, Villa 3, Hillsboro Beach, FL 33062

Marc R. Ginsberg, Esq.,marcginsberg@mg-trialattorneys.com , 15500 New Barn Road, Suite 107, Miami Lakes, FL. 33014, tel: 305-358-1181 x 104, fax: 305-231-7900, cell: 305-725-5993

----- Forwarded Message -----
From: Marc Ginsberg <marcginsberg@mg-trialattorneys.com>
To: Donald J. Doody <ddoody@gorencherof.com>; Tracey A. DeCarlo <tdecarlo@gorencherof.com>
Sent: Wednesday, August 12, 2020, 11:12:21 AM EDT
Subject: Town of Hillsboro Beach-Special Commission Meeting-August 13, 2020

Mr. Doody and Ms. DeCarlo::
I have reviewed the 4th Amendment to the Contract to be discussed at tomorrow's Town meeting. I am sure you have or intend to explain to the Town that it is virtually impossible to have financing in place by the proposed extended closing date of January 15, 2021. The Town's Initial brief is due on September 14, 2020. At the earliest the Respondents' brief(s) are due on October 13, 2020. Then the Town will likely file a Reply which at the least will take 15 days, if not 30 days, which brings us to December 2020. The Respondents intend to request Oral Argument due to the nature of the issue on appeal. With or without oral argument a decision from the Supreme Court will likely not be before January 15, 2021. Depending upon the decision, a Motion for Rehearing may be indicated.
Then, even if Judge Haimes is reversed on this narrow legal issue, an evidentiary hearing before him will still be required on the methodology, and perhaps other matters raised by the Supreme Court or the Respondents upon remand. That will likely not be complete before March 2021 at the earliest.
Thus, the Town appears to be paying an exhorbitant sum (tax relief) for literally nothing of benefit.
I also note that this proposed amendment is silent with respect to the initial $350,000 deposit and whether that is still refundable at the Town's request by a certain date.

As the Town relies on you for legal advice (including a case time line), I trust you will explain this to the Town tomorrow as it considers this proposed extension to the contract.
Regards,

Marc R. Ginsberg, Esq.,marcginsberg@mg-trialattorneys.com , 15500 New Barn Road, Suite 107, Miami Lakes, FL. 33014, tel: 305-358-1181 x 104, fax: 305-231-7900, cell: 305-725-5993

Town Clerk

From: Marc Ginsberg <marcginsberg@mg-trialattorneys.com>
Sent: Wednesday, August 12, 2020 12:51 PM
To: Tracey A. DeCarlo; Donald J. Doody
Cc: Melissa Augustin; townclerk@townofhillsborobeach.com
Subject: Re: Town of Hillsboro Beach-Special Commission Meeting-August 13, 2020

Mr. Doody:
Thank you for the info regarding the Oct. 1, 2020 deadline on return of the deposit. Given the unique circumstances, now appears to be a prudent time to seek an extension of the deposit return deadline as well as there will be no decision by the Fla Sup Ct. by October 1, 2020.
I will be unable to attend tomorrow's meeting due to work commitments so I am forwarding this email to the town clerk so it is part of the minutes.
Regards,

Marc R. Ginsberg, Esq.,marcginsberg@mg-trialattorneys.com , 15500 New Barn Road, Suite 107, Miami Lakes, FL. 33014, tel: 305-358-1181 x 104, fax: 305-231-7900, cell: 305-725-5993

On Wednesday, August 12, 2020, 12:21:23 PM EDT, Donald J. Doody <ddoody@gorencherof.com> wrote:

Thank you Mr. Ginsburg for your email. For your information should the Town exercise its right of termination during the Due Diligence period the Town is entitled to a return of the $350,000 deposit before October 1,2020 .

DJ

Donald J. Doody

GOREN CHEROF
DOODY & EZROL P.A.
ATTORNEYS AT LAW

3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500 x 5027 | (561) 276-9400 x 5027 | Fax: (954) 771-4923
Email: DDoody@gorencherof.com | www.GorenCherof.com

Offices in Fort Lauderdale and Delray Beach, Florida.

From: Marc Ginsberg [mailto:marcginsberg@mg-trialattorneys.com]
Sent: Wednesday, August 12, 2020 11:12 AM
To: Donald J. Doody; Tracey A. DeCarlo
Subject: Town of Hillsboro Beach-Special Commission Meeting-August 13, 2020

Mr. Doody and Ms. DeCarlo::

I have reviewed the 4th Amendment to the Contract to be discussed at tomorrow's Town meeting. I am sure you have or intend to explain to the Town that it is virtually impossible to have financing in place by the proposed extended closing date of January 15, 2021. The Town's Initial brief is due on September 14, 2020. At the earliest the Respondents' brief(s) are due on October 13, 2020. Then the Town will likely file a Reply which at the least will take 15 days, if not 30 days, which brings us to December 2020. The Respondents intend to request Oral Argument due to the nature of the issue on appeal. With or without oral argument a decision from the Supreme Court will likely not be before January 15, 2021. Depending upon the decision, a Motion for Rehearing may be indicated.

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Regards,

Marc R. Ginsberg, Esq.,marcginsberg@mg-trialattorneys.com , 15500 New Barn Road, Suite 107, Miami Lakes, FL. 33014, tel: 305-358-1181 x 104, fax: 305-231-7900, cell: 305-725-5993

Town Clerk

From: jrf69@comcast.net
Sent: Wednesday, August 12, 2020 10:41 PM
To: TownClerk@TownofHillsboroBeach.com
Subject: PUBLIC COMMENTS FOR 08-13-2020 SPECIAL MEETING
Attachments: 08-13-2020 Commission Meeting Presentation Letter.docx; 08-13-2020 Commission Meeting Presentation Letter.pdf

To whom it may concern. I have written a letter for reading at the Special Commission Meeting being held on 08-13-2020. I have attached it in both PDF and Word Format because I do not know which you would prefer.

If you need it in another format, please call me at 561-445-4343

Cordially,

J R Fishman

To the Attention of The Hillsboro Beach Commission Concerning the August 13, 2020 Special Meeting:

Early December 2019, the Commission announced a Contract to Purchase Real Property at 1205-6, and that there would be a Referendum for the Voters to approve Revenue Bond Financing, the filing deadline for which would be early January 2020 in order to be placed on the March 2020 Ballot. Around the same time, the Commission had experienced headwinds within the Deerfield Beach Litigation over the removal of the DFB Groin Field (which works very well) and/or the establishment of a Regional Beach Management Project Plan that would gain the Town eligibility for County, State or Federal Funds. Controversially, the Commission suggested that this would also require the beach to become accessible to the Public. The land purchase was justified by the need to provide Staging for Nourishment Sand, Parking for Commission Meetings, Public Beach Access and Parking, and a smorgasbord of future uses including a Fire/Rescue Station (because the Mayor feared that DFB would raise these contract fees due to the litigation, even though the Fire Department is controlled by Broward County) and possibly the eventual construction of an Oceanfront Commission Meeting Chamber because the Town requires more administrative space at 1210. The objections to many of these premises were relentless and unheeded.

For almost 50 years various Commissions have spent millions on wasteful systems of Beach Nourishment. The Mayor based her original Election campaign on the premise that we would not need nourishment as frequently if we Litigated against the two cities sharing our barrier island. This Commission subsequently spent well over $2 Million in Litigation Legal Fees and $144,000 for Engineering evidence in just a few years. I do not believe this Commission has a clue what they have spent feeding Lawyers, so I obtained the P & Ls for the past five years.

To make matters worse, during this fruitless Litigation against DFB, this Commission knee-jerked overnight at purchasing 1205-6 simply because they were solicited by the Seller. This was not part of the Mayor's master plan to maintain the Beach. This property had been on the market for many years prior, and for less money. The Commission was told that the property was going to be offered for residential development at an asking price of $15.5 Million. Did the Commission proceed to negotiate in the fashion of a "normal" Buyer? Which in this case was suggested to be a developer? Under current Zoning, the Contract price would have resulted in a prohibitive land cost per unit. Did they consider the profit potential for a 32-condo restriction on only 100 linear feet of Oceanfront sandwiched between two existing subdivisions and a West Side adjacent to utility structures and a water pumping station? More significantly, did they make a lowball offer to commence a negotiation? Of course not. They are using Other People's Money.

Instead, this Commission proceeded to spend over $85,000 in Legal and other Professional fees during the Contract process and the subsequent unfair Assessment Validation Case after they hastily abandoned the Referendum Bond that they knew was required by F.S. Chapter 75.03 for purchasing Real Property. Inundated by objections to this Purchase Contract not only over the price, but also the multitude of uses they presented, they dropped that Referendum Bond requirement like a hot potato over the Christmas Holidays and decided to call this Real Property Purchase part of a "maintenance item'' incorporated into a Sand Nourishment Project so that it could be financed with a Tax Levy for a non-ad-valorem Assessment. To make matters worse, the Commission chose to model this Assessment apportionment after one that was done in 2010 to finance pumping sand off the ocean floor from a barge and piping it directly to the beach. At that time, this unreasonably apportioned Assessment was mired in controversy and unfortunately the Taxpayers did not understand how to oppose or Appeal its Validation in Court.

There was no reasonable justification given to repeat the unfair apportionment utilized 10 years ago for a barge pumping project. All that sand, by the way, is long gone, as is most of the of sand from every other nourishment project, starting in 1972, and including the most recent in March 2020. No matter, during every Pre-Bond Validation Hearing Meeting, the Commission was unwavering. Justifiably, this time the Commission LOST their case. However NOW the Legal tab will now continue after the Town Attorney has LOST the Case, and he wants the Commission to Appeal it to the Florida Supreme Court. The Commission fell for his excuses and his pitch to Appeal and want to Budget another $500,000 for Legal Fees related to this Appeal and their continuing beach Litigations. This is happening after the Mayor guaranteed at every Meeting that she would prevail in Court and any opposition was a waste of time. She based this confidence on the 2010 HB Assessment Validation and the advice of her overpaid consultants.

The Mayor has stated that there are no other solutions for the beach problems of HB. This is not true. This Town has spent 50 years and millions of dollars dumping sand on the beach, only to have it drift south and vanish. However, there are many beach towns, including some located on similar barrier islands along the US Atlantic Coast which realized that Groin Systems were the only way to hold sand on the beach. Even DFB loves their Groin Field. Every time the subject of Groins was mentioned to this Mayor, it was summarily dismissed. Groin Field investigation work does not fit the agenda of Litigation and now buying overpriced land. Have all the various Groin Systems available been investigated by this Commission as an alternative to spending $18 Million on a sand dump staging area? Groin Fields do not have to be constructed all at once. There has not been sufficient due diligence.

With respect to the unfair Assessment financing the Commission attempted for 1205-6, contrary to their premise, there will be no special benefit derived from this land to any single property or group of properties. It is evidentially clear that the entire Town has access to the beach and all properties derive just value from being along the Town Beaches. This transaction would be simply the Purchase of Real Property. It would become an asset on the Town Balance Sheet for purposes that might change over time. It should belong to all Taxpayers proportional to parcel valuations. This land is not the same as a barge temporarily anchored offshore being used to pump sand as part of a beach maintenance project. It is Real Property. Even more sinister, lurking in the background would always be the possibility for it to be used to provide parking for Public Beach Access as well as the smorgasbord of other future uses originally presented by the Commission. While the Mayor promised on behalf of the entire Commission that this would never happen during their tenure, their Town Attorney, nevertheless, referenced a Regional Beach Management Project Plan in Court during the Validation Hearing.

The arguments against the unfair Assessment presented at the June Hearing were compelling. But the Commission wants to use similar arguments in an Appeal because they think the Judge was inexperienced and because the Town Attorney stated that he was not able to clearly explain that though the Florida Statute governing the purchase of land by District Governments clearly requires a Referendum, he claims that it doesn't explicitly state a prohibition for Assessments being used to purchase Real Property, and that a District Government is afforded powers of implementation that are not expressly reserved to the State. This Home Rule precedent was already used in the Town Case. He maintains that the Court must presume the validity of a Resolution passed by the Town, regardless that its financing method clearly flies in the face of the Florida Statutes. And the Mayor thinks they will prevail by accusing the Judge of only 3 ½ years on the Civil Bench. Frankly, what the Mayor is not admitting is that the Judge was not only impressed that there were so many objections, because unlike 2010, Taxpayers were paying attention, but in fact he only had to rule on the Law, F.S. Chapter 75.03. There was no Evidentiary Hearing required. This is not worth chasing to the Florida Supreme Court. If a District Government wants to purchase Real Property, there should be a Referendum. Spending more Legal money to overrule this is more waste of our Taxpayer money.

In conclusion, this Town has wasted millions of dollars dumping sand on the beach only to have it migrate away as well as to pay exorbitant fees to Lawyers for fruitless Litigations. I realize that some sand raw material costs have been reimbursed by the Federal Government. But these are Tax Dollars as well. Future Budgets may be compromised as well, considering the state of the economy. It would behoove Hillsboro Beach to invest in Groins that will stifle the sand migration and minimize future nourishment requirements. I suggest that the Commission take a breath; immediately stop adding MORE WASTED LEGAL FEES to the millions already paid to Attorneys for Litigation AND unfair Assessment Cases; and immediately Cancel the Contract to Purchase 1205-6. The Financing Contingency fell through. We DO NOT NEED this land now. It is a TOTAL waste of money. We need to commence investigation on the construction of Groin Fields from the DFB line to the Lighthouse Inlet. That is the method required for the HB section of our barrier island to retain sand rather than Wave it Goodbye.

J R Fishman

Town Clerk

From: Sea <seafront@comcast.net>
Sent: Thursday, August 13, 2020 9:56 AM
To: TownClerk@TownofHillsboroBeach.com
Subject: 3-Minute Public Comment

975 Hillsboro Mile
Hillsboro Beach, Florida 33062
954-781-7356, cell 954-778-4430
SeaFront@Comcast.net

John Carlson at 975 rejects the Winter Sun property appeal because in my opinion:

A. Buying this land is being made for political purposes. Residents or D.E.P. never complained about lack of beach access.

B. None of the commissioners have submitted or documented grounds to support this massive burden on top of an appeal. A cost/benefit analysis does not exist.

C. The purchase will serve as a tax cut to the town.

D. Town lost the financing court hearing; appeals fail about 85 percent of the time.

E. Additional legal fees to pursue this issue are wasteful and unwarranted; commissioners did not publically question the odds, timing, efficacy or costs to date.

F. Twelve-foot access and ½ acre staging area alternatives have not been documented and promulgated.

G. The highest and best use of waterfront property is not a dog park, driveway or truck stop.

H. Not a word exists for selling the useless Intracoastal property section if ocean access is truly the primary need.

I. No mandate exists to support "plenty of space for trucks" and no space is needed for mixing or sifting of sand.

J. The prior purchase price of $12 million on 3/12/17 for the Winter Sun properties were never validated as an arms-length transaction. Why?

K. If the proposal materializes, multiple owners of the three adjacent properties will likely see a decline in their property values.

L. The land if approved, is sure to arouse a new spending spree of "improvements" to the new found real estate gambit.

M. Eventually, the erosion problem will likely be solved or mitigated. The likelihood of selling the properties and returning proceeds to taxpayers is regrettably--zero!

N. One appraisal is predicated upon "as long as the current economic conditions remain stable." The pandemic economy is in the state of collapse.

O. The properties fail in the category of highest and best use. Buying a multifamily RM-16 zoned parcel for use as a driveway and parking lot is dysfunctional.

P. Repeat unanimous voting by commissioners illustrates a disconnect from citizens. Voting on the project is absolutely crucial to determine if commissioners can correctly read the mind of voters.

Q. The option to use, rent, lease, easement, eminent domain or condemnation was never publically explored and documented professionally.

R. Commissioners failed their due diligence including an investigation of the seller *prior* to making an offer. Results were denied as "not available."

S. Truck staging could be done at City Hall--plus 46 parking spaces north of the Embassy Suites on public property just for meter time.

T. Honorable Judge Haimes may have been poisoned if this appeal proceeds; judgment day may come when he gets even at his upcoming Hillsboro/Deerfield trial.

U. Lastly, where is it written that Deerfield Beach will refuse Town's access to the beach for purposes of a nourishment?

Town Clerk

From: Celinda Sawtelle <celindasawtelle@gmail.com>
Sent: Wednesday, August 12, 2020 11:12 PM
To: TownClerk@townofhillsborobeach.com
Subject: Town Meeting 8/13/2020

I object to the passage of **Resolution No. 2020-49. The purchase of 1205-6 Hillsboro should be abandoned at this time for the following reasons:**

1. The Community of Hillsboro was first told they could vote on buying this property and many residents object to buying this overpriced property. The Commission never gave us the chance to vote.

2. The assessment methodology was defeated in court in June. There is no other methodology in place. The Commission intends on spending more of the taxpayer's money to fight this in higher court.

3. More of the taxpayers money will be spent holding on to a contract that is overpriced to begin with.

4. The commission is neglectful to leave an abandoned building standing in poor condition. The seller needs to repair or demolish the building at his cost and pay liens and fines.

5. I have many ideas on saving our Island besides sueing our sister city and putting more sand on the beach that will wash away-

I would be glad to present these ideas to the Commission.

Celinda Sawtelle
1057 Hillsboro Mile

Town Clerk

From: Celinda Sawtelle <celindasawtelle@gmail.com>
Sent: Thursday, August 13, 2020 9:59 AM
To: TownClerk@townofhillsborobeach.com
Subject: Re: Town Meeting 8/13/2020

The plan for saving our beach is

> If they want to know how to save the beach they need to stop this nonsense with Deerfield immediately apologize to them either renegotiate or leave them alone . I think the great negotiation would be to take the two -thee end groins out when we put ours in. We need to repair those horrible connections with our sister city Boca and Deerfieldi. We need to get back to starting a coalition with this many towns as we can get under our arms that way we can get federal funding without having to have a public beach.
>
> I object to the passage of **Resolution No. 2020-49. The purchase of 1205-6 Hillsboro should be abandoned at this time for the following reasons:**
> **1. The Community of Hillsboro was first told they could vote on buying this property and many residents object to buying this overpriced property. The Commission never gave us the chance to vote.**
> **2. The assessment methodology was defeated in court in June. There is no other methodology in place. The Commission intends on spending more of the taxpayer's money to fight this in higher court.**
> **3. More of the taxpayers money will be spent holding on to a contract that is overpriced to begin with.**
> **4. The commission is neglectful to leave an abandoned building standing in poor condition. The seller needs to repair or demolish the building at his cost and pay liens and fines.**
> **5. I have many ideas on saving our Island besides sueing our sister city and putting more sand on the beach that will wash away-**
> **I would be glad to present these ideas to the Commission.**
>
> **Celinda Sawtelle**
> **1057 Hillsboro Mile**

MINUTES
TOWN OF HILLSBORO BEACH
REGULAR COMMISSION MEETING

TUESDAY **SEPTEMBER 1, 2020** **9:00 A.M.**

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Deborah L. Tarrant called the meeting to order at 9:00 a.m. Roll was called with the Commission members and staff present via zoom video meeting as listed below.

Town Commission:
Mayor Deborah L. Tarrant
Commissioner Andrew R. Brown
Commissioner Barbara Baldasarre
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 Zoom video meeting system being utilized to host the meeting online. He further noted public comment was being accepted by email, as well as on the Zoom system.

APPROVAL OF AGENDA

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 July 7, 2020 Board of Zoning & Appeals / Quasi-Judicial Public Hearing Minutes (Virtual)

Motion made by Commissioner Baldasarre, seconded by Commissioner Feaman, to approve the minutes from the July 7, 2020 Board of Zoning & Appeals Meeting (Virtual) as printed. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Minutes of the July 7, 2020 Regular Commission Meeting (Virtual)

Mayor Tarrant and Commissioner Feaman made corrections to the minutes.

Motion made by Commissioner Feaman, seconded by Commissioner Baldasarre, to approve the minutes from the July 7, 2020 Regular Commission Meeting (Virtual) as amended. In a roll call vote, the **motion** passed unanimously. (5-0)

C. Minutes of the July 15, 2020 Special Commission Meeting (Virtual)

Motion made by Commissioner Baldasarre, seconded by Commissioner Feaman, to approve the minutes from the July 15, 2020 Special Commission Meeting (Virtual) as printed. In a roll call vote, the **motion** passed unanimously. (5-0)

D. Minutes of the July 28, 2020 Special Commission Meeting (Virtual)

Mayor Tarrant made corrections to the minutes.

Motion made by Commissioner Feaman, seconded by Vice Mayor Kirdahy, to approve the minutes from the July 28, 2020 Special Commission Meeting (Virtual) as amended. In a roll call vote, the **motion** passed unanimously. (5-0)

II. PRESENTATIONS

A. 2020 Census Update by Adeline (Lita) Andreano, Town Resident & US Census Enumerator

Adeline (Lita) Andreano provided a brief history and update on the 2020 Census, highlighting its importance. She noted the current deadline is September 30, and responses can be filed by telephone, mail, or in person.

Mr. Serda shared slides explaining the population which should be counted, and the notices of visits being left by Census workers.

Mayor Tarrant thanked Ms. Andreano for her work and noted final reminders to complete the Census were in the August newsletter and an email blast. She stated the Town needed to do the best they could do, and everyone's efforts are appreciated.

III. ORDINANCES

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

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

Vice Mayor Kirdahy shared comments from a conversation with a local contractor regarding measuring seawalls. She asked if all companies working on seawalls had the ability to calculate the NAVD.

Mr. Serda stated he would reach out to the seawall companies prevalent in Town to follow up. He noted a cap had been in place for years.

Steve Mitchell, Building Official with CG&A, clarified that builders had to submit a survey including the seawall measurements when applying for permits.

Mr. Doody requested an amendment to the Ordinance as presented to include language as follows: "This shall be defined to include any and all new construction of single family residences and multi-family buildings which shall be required to comply with section 12-268 as set forth herein and as amended from time to time."

Mayor Tarrant agreed previous discussion had led the Commission to believe the issue should apply to new construction across the board.

Mayor Tarrant opened public comment on the matter.

Ms. Henderson read an email comment received ahead of time into the record.

John Carlson wrote that the Town's documentation did not show evidence a seawall would protect properties from a King Tide effect, as the water table rises and falls. He stated raising the land would correct the issue. He asserted flood barriers ought to be struck because seawalls are known to leak and are erosion control structures, not tidal barriers. He commented on the inclusion of riprap and asked that the Army Corps of Engineers Manual be utilized for definitions and asked that paragraph seven (7) be stricken.

The Commissioners and Mr. Doody discussed Mr. Carlson's comments.

Mr. Serda asserted the Ordinance was meant to harmonize with what has been passed by Broward County. He stated he believed all interests were addressed.

Mr. Mitchell stated the Army Corps of Engineers does plan review of every build on the Intercoastal and would integrate the manual discussed in the comments.

Dr. Jackie Brower, Moffat & Nichols, commented briefly regarding Mr. Carlson's comments, noting riprap is specifically not permissible under the County's Ordinance and explaining the referenced manual was utilized by both the Town and County engineers. She stated the variances in paragraph seven (7) were included to ensure the Town was open to innovative ideas.

Mayor Tarrant closed the public hearing.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Baldasarre, to amend the language in Article 3A of Page 4 as recommended by Mr. Doody to include all new construction. In a roll call vote, the **motion** passed unanimously. (5-0)

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Baldasarre, to adopt the second reading of Ordinance 2020-05 as amended. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Ordinance No. 2020-06 Amendment to Town Code of Ordinance – Seawall Ordinance – "Buildings and Building Regulations" Chapter 4, Amending Section 4-67, Permit Fee Schedule (First Reading)

Mr. Doody read Ordinance 2020-06 by title only.

Mr. Serda explained the Town had long utilized the County's permit fee schedule, as they previously utilized the County's building services. He outlined the changes to the fee schedule, which were meant to streamline the process and eliminate County charges which don't apply in the Town.

Mr. Mitchell stated the Ordinance would give permission to adopt the fee schedule provided later in the agenda via Resolution. He explained the change would take complications out of the process.

Mayor Tarrant noted the new table was more streamline and less convoluted.

Mayor Tarrant opened public comment on the matter.

Town Clerk Henderson stated there were no email comments received.

Mayor Tarrant closed the public hearing.

Motion made by Commissioner Feaman, seconded by Commissioner Brown, to adopt the first reading of Ordinance 2020-06 as amended. In a roll call vote, the **motion** passed unanimously. (5-0)

IV. RESOLUTIONS & CONTRACTS

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

Mr. Doody read Resolution 2020-50 by title only.

Mayor Tarrant asked for clarification regarding checks and balances on construction projects, noting the construction contract is not automatically requested by the Building Department to verify charges.

Mr. Mitchell explained the building officials know general costs and don't request contracts unless necessary. He stated some contractors and residents do not want costs included in the public record.

In response to a question from Mayor Tarrant regarding consistency with other communities, Mr. Mitchell stated some municipalities insist on the inclusion of a contract, and others do not request it at all.

Mr. Mitchell stated the Greater Fort Lauderdale Alliance's building permit concierge program asks that contracts not be requested.

The Commissioners discussed whether construction contracts should automatically be included in the permitting process.

Motion made by Commissioner Baldasarre, seconded by Commissioner Brown, to adopt the Resolution 2020-50 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

B. **Resolution No. 2020-51** Consideration to 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.

Mayor Tarrant stated the first step in addressing Resolution 2020-51 was to discuss bids and select a contractor so the name could be inserted in the Resolution prior to approval. She clarified that the first bids received included replacing the shutters, and the second set of bids contemplated painting only.

Mr. Serda explained the scope of work, noting an amendment was sent out to obtain pricing without replacement.

Mayor Tarrant pointed out the cost of stucco repair was not included in the bids, as the breadth was unknown. She stated her assumption was that where there were major stucco repairs needed once work was started.

Continuing, Mayor Tarrant stated she wanted to make sure the shutters were removed and painted properly. She asserted the shutters should be pulled from the bid and addressed separately.

Mr. Serda responded that the Commission should hold off on approving a vendor so he could further research the methods to be used by each.

Commissioner Feaman stated the extra cost of stucco should also be addressed separately, as it may be best to have a specialist handle the issue.

Mr. Serda stated he would investigate the issues presented by the Commissioners as well as alternative options and bring the information back to the Commission.

Vice Mayor Kirdahy commented on the project but had audio issues.

Motion made by Commissioner Feaman, seconded by Commissioner Brown, to table Resolution 2020-51 pending Mr. Serda's research of additional information. In a roll call vote, the **motion** passed unanimously. (5-0)

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 FY21 Community Shuttle Services.

Mr. Doody read Resolution 2020-52 by title only.

Mr. Serda stated the Resolution was the continuation of the contract for the shuttle service. He explained the cost was completely reimbursed by the County utilizing the one (1) cent transportation surtax. He noted the service was continuing with the hope a micro-transit program would be approved in the future.

Mayor Tarrant asked if there was discussion regarding adding a full schedule back to the shuttle, noting COVID-19 had resulted in less ridership.

Mr. Serda stated he did not have any updates on expansion or changes.

Commissioner Feaman agreed the contract should be renewed, as it did not cost the Town anything.

Motion made by Commissioner Feaman, seconded by Commissioner Brown, to adopt Resolution 2020-52 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

D. **Resolution No. 2020-53** Consideration to Ratify Work Authorization No. 2 of the Professional Services Agreement with Moffat & Nichol dated October 1, 2019, Relative to Hillsboro Beach Nourishment Project, for Posts-Construction Physical Monitoring.

Mr. Doody read Resolution 2020-53 by title only.

Mr. Serda explained the waiver of bid before the Commission was regarding the post-storm and post-construction survey of the beach nourishment.

Mayor Tarrant clarified the line items regarding contractors.

Commissioner Feaman asked if there was any information available on the extent of the storm impacts. She noted erosion at 1172 Hillsboro Mile.

Mr. Serda stated the results of the survey were not yet complete.

Mr. Doody outlined the motions required to move forward.

Motion made by Commissioner Baldasarre, seconded by Commissioner Brown, to waive the procurement requirements. In a roll call vote, the **motion** passed unanimously. (5-0)

Motion made by Commissioner Feaman, seconded by Commissioner Brown, to adopt Resolution 2020-53. In a roll call vote, the **motion** passed unanimously. (5-0)

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

Mr. Doody read Resolution 2020-54 by title only.

Mayor Tarrant explained there was only one (1) option of vendor for turtle monitoring.

Mr. Serda stated this item, as well as the post-storm monitoring previously discussed, was reimbursable by FEMA.

Motion made by Commissioner Feaman, seconded by Commissioner Brown, to adopt Resolution 2020-54. In a roll call vote, the **motion** passed unanimously. (5-0)

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 FY20.

Mr. Doody read Resolution 2020-55 by title only.

Mr. Bloom responded to questions from the Commissioners regarding wording in the audit agreement.

Mayor Tarrant reminded Mr. Bloom that he had agreed to provide a summary of the audit findings once received.

Mr. Bloom stated he would provide a *PowerPoint* presentation to simplify the results.

Motion made by Commissioner Feaman, seconded by Commissioner Baldasarre, to adopt Resolution 2020-55 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

V. CONSENT AGENDA – INVOICES FOR APPROVAL

1. **Akerman:** Invoice #9526965 Services rendered through 12/31/2019 **$13,070.72**
2. **Calvin, Giordano & Assoc, Inc (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)
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, Broeker & Varkas:** Invoice #10941 services rendered June 2020 **$4,875.00**

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

Mayor Tarrant pointed out a correction to the agenda listing for item 6, noting it should be listed as July 31, not July 30.

VIII. STAFF UPDATES

A. Police Department – June and July 2020 Report

Police Chief Jay Szesnat presented his written report and asked if there were any questions.

Mayor Tarrant stated she appreciated the focus on the cyclists and the marine unit in the report.

Vice Mayor Kirdahy asked for clarification regarding how many cyclists could ride abreast on the road.

Chief Szesnat stated they were working with FDOT to clarify requirements.

Mr. Serda stated it appears the cycling laws are contradictory and vague. He noted he was working to get the issue before a Legislative committee.

Chief Szesnat asserted the Police Department was working the issue and educating 100 or more cyclists each weekend.

The Commissioners and staff discussed continuing issues with bicyclists impeding traffic, specifically surrounding the bridge.

Mayor Tarrant thanked Sgt. Gianino for taking the initiative to write a letter of commendation for CRS Franco.

Chief Szesnat stated the Town has great front-line supervisors.

Commissioner Baldasarre thanked the Police Department for the hard work on sea patrol.

B. Finance Department – July 2020 Report

Steven Bloom gave a brief overview of the financial report through July, sharing slides of the report. He noted the general fund had a surplus of $330,000, which would be utilized over the final months of the Fiscal Year. He noted expenditures were being managed to remain under budget for the year despite some reductions in intergovernmental funds as a result of COVID-19.

Mr. Bloom pointed out the community bus had a surplus, as the County was matching dollar for dollar of the Town's spending, and additional fuel funds were being received.

Continuing, Mr. Bloom outlined the water fund and associated debt service payments. He presented a chart showing water usage and comparing usage with the prior year. He stated use was up slightly and expenses were under budget.

Mr. Bloom closed with trend analysis, including fuel cost and gallons purchased, as well as Workers' Compensation expenses. He noted there were open claims dating back to 2013 which would be added in as needed.

Mayor Tarrant stated she was happy to see a lot of back taxes were collected. She pointed to the intergovernmental revenues and noted they will continue to be down. She said it was beneficial to the Town that they don't rely on a large amount of State funds like other municipalities might.

Mayor Tarrant noted a lobbyist had not been hired this year, but some lobbying was being conducted through the Town's attorneys. She asked about the line item for quarterly maintenance on the air conditioning.

Mr. Serda stated there was a dispute with the air conditioning vendor and outlined issues which had been noted.

The Commissioners and staff discussed sand dredging opportunities.

Mayor Tarrant asked if there were any updates on FEMA reimbursements.

Mr. Serda stated back and forth activity between the Town and FEMA continues, but no reimbursements had been received.

Mayor Tarrant asked for an update on potential loan rate correction with the reduction in interest rates nationally.

Mr. Bloom stated he had investigated, but the rate through the State Revolving Loan Program was the best rate the Town could currently secure.

C. Building Services Report – June and July 2020 Report

Steve Mitchell, Building Official with CG&A, provided his report. He stated there were very few inspections being conducted, but several projects were on the horizon. He noted one (1) large house was planning to be completed this year.

Commissioner Baldasarre reported Mr. Mitchell had participated in her recent condo forum and his participation was appreciated. She noted he had updated permitting information on the Town's website in relation to condos.

Mayor Tarrant asked how many condo associations were participating, noting the forum was an excellent tool for networking.

Commissioner Baldasarre stated there were eight (8) associations represented at the recent meeting, and the group is working to increase the numbers.

D. Code Compliance Report – June and July 2020 Report

Mario Sotolongo, Code Supervisor with CG&A, gave a brief update on Code Compliance. He stated one (1) new complaint was created in June and six (6) cases were created in July. He noted all are now in compliance, which will show in the month of August. Mr. Sotolongo stated it is obvious the homeowners care about the turtles.

Continuing, Mr. Sotolongo stated he had provided the Commissioners with a written report on a COVID-19 complaint which was filed through the Broward County 311 system. He noted the Town had received four (4) complaints through the system and said he had used the in-person visits as an opportunity to educate.

Mr. Sotolongo followed up on the previous discussion regarding vacation rentals. He stated there are a few condo units which are being advertised in Hillsboro Beach, but no single-family residences. He noted it is a challenge to identify units and said the issue remains a work in progress.

Mayor Tarrant asked for clarification regarding the 311 complaints, noting all four (4) were for face coverings. She asked if compliance was going up or down over time.

Mr. Sotolongo stated compliance and willingness to enforce is going up. He said for the most part people are wearing their masks and doing what they need to do.

Commissioner Baldasarre noted she had noticed a few places looking shabby and asked how compliance reports were initiated.

Mr. Serda stated building-related code compliance complaints are a combination of proactive, generated complaints and may not have hit the report yet.

Commissioner Baldasarre asked if there was a requirement for addresses to be clearly identified on properties.

Mr. Doody stated emergency services generally requires identification on each building in Town, noting he did not know the Town's Code on the issue off hand.

VIII. TOWN MANAGER REPORT

A. Town Manager Performance Evaluation

Mayor Tarrant asked if Mr. Serda had any comments regarding the completed performance evaluation.

Mr. Serda stated he appreciated each of the Commissioners taking the time to provide feedback to make him better. He thanked them for the opportunity to serve as Town Manager of Hillsboro Beach.

Mayor Tarrant reviewed items from the evaluation, highlighting positive comments on professional skills, interactive skills, and communication skills. She noted Mr. Serda maintains decorum under pressure and is the ultimate professional. She stated he is available 24/7 and has a great relationship with his colleagues.

Continuing, Mayor Tarrant stated residents compliment Mr. Serda's communication skills frequently and noted his ethics and integrity are without question. She added that he had the "patience of a saint."

Mayor Tarrant noted evaluation of the field operatives at the water plant was an area for growth and pointed out there is a list of objectives for the coming year that Mr. Serda will work with.

Vice Mayor Kirdahy added that Mr. Serda does it all with a kind heart, which is important to her.

Mayor Tarrant recommended a pay increase for Mr. Serda of five (5) percent for the FY21 budget year and add $50.00 to his car allowance.

Mr. Doody stated an amendment to Mr. Serda's contract would be prepared for consideration at the September 2021 meeting.

Mr. Serda thanked the Commissioners for their thoughts, and pointed out it was the blood, sweat, and tears of a large number of people on the team. He stated he can't row the boat with one (1) oar, he needs the others doing the heavy work. He said he knew they meant the kudos to be addressed to the collective outstanding team.

Commissioner Feaman pointed out though she had no written comments on the review, she thanked and shared her verbal comments to Mr. Serda.

Commissioner Brown thanked Mr. Serda for doing a great job, and noted he always has the time to extend himself.

B. Town Sign Update

Mr. Serda stated the Town sign update was good news and bad news. He said the deadline of August 31 had passed, but the vendor is reporting a lag due to COVID-19 supply chain issues. He noted he continues to monitor the progress and hopes the replacement signs will be constructed and installed soon.

Commissioner Feaman pointed out nearly every industry is dealing with delays.

Mr. Serda added that the Water Plant staff was currently doing some outstanding work and commended that team for their efforts.

IX. TOWN ATTORNEY REPORT

Mr. Doody requested a Shade Session during the month of September on a date acceptable to the Commission to discuss the Deerfield Beach litigation.

XII. TOWN COMMISSION COMMENTS/REPORTS

A. Governor DeSantis Daily Brief COVID-19 Update

Mayor Tarrant noted Governor DeSantis was sending out daily COVID-19 reports, and stated she was finding them helpful to cut through the hyperbole. She reviewed a few recent reports and noted a decline related to recent mask wearing. She stated the age distribution of the deaths is very telling.

Mr. Serda shared *PowerPoint* slides of the reports.

B. Commissioner Andrew R. Brown

Commissioner Brown stated things were going well on his end.

C. Commissioner Barbara Baldasarre

Commissioner Baldasarre stated the condominium forum was Thu, Sept 10, 2020

D. Commissioner Vicky Feaman

Commissioner Feaman stated the waste committee was still in fact-finding mode.

Vice Mayor Kirdahy thanked her for getting Waste Management to respond to complaints in her condo building.

E. Vice Mayor Irene Kirdahy

Vice Mayor Kirdahy stated there was no MPO meeting during the month of August, and the September meeting was also cancelled.

F. Mayor Deborah L. Tarrant

Mayor Tarrant stated the August newsletter was brought to the Post Office on August 21, but it had not yet been delivered. She noted the delivery was a mystery and said the West Palm Beach Post Office was used.

Mayor Tarrant asked people to be wary of voting by mail because it is uncertain what is happening with the Post Office right now.

X. PUBLIC COMMENTS

Town Clerk Sherry D. Henderson said there were no emails received prior to the meeting. She noted an email was received during the Police Chief's report from Henry Chavet asking about camera monitoring.

Mr. Serda stated staff would investigate and respond.

XIV. ADJOURNMENT

Motion made by Commissioner Baldasarre, seconded by Vice Mayor Kirdahy, to adjourn the meeting at 11:53 a.m. In a roll call vote, the **motion** passed unanimously.

ADOPTED THIS ______ DAY OF _________, 2020

By: ________________________________
Deborah L. Tarrant, Mayor

ATTEST:

____
Sherry D. Henderson, CMC Town Clerk

September 1, 2020 Regular Commission Meeting

Written Public Comments Submitted to the Clerk's Office

(entered into the record with Meeting Minutes)

Established 1939

www.TownofHillsboroBeach.com

Town Clerk

From: Sea <seafront@comcast.net>
Sent: Tuesday, September 1, 2020 9:25 AM
To: TownClerk@TownofHillsboroBeach.com
Subject: FW: Comment to Seawall Ordinance

From: Sea [mailto:seafront@comcast.net]
Sent: Monday, August 31, 2020 6:37 PM
To: shenderson@townofhillsborobeach.com
Subject: Comment to Seawall Ordinance

975 Hillsboro Mile
Hillsboro Beach, Florida 33062
954-781-7356, cell 954-778-4430
SeaFront@Comcast.net

Please find my comments to 4-sections of ORD. NO. 2020-05 Seawall Ordinance Amendment SECOND READING 9/1/2020 in *blue italics.*

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

The Towns documentation does not find that a seawall will protect property from a King Tide effect which is rising water. The fact is the water table rises and falls with tides; adjacent ground is saturated with or without a seawall. The water table is connecting the ocean to the Intracoastal Waterway continuously throughout Hillsboro Beach. Raising the land will protect raised property from King Tide effects.

---

17 ~~infrastructure~~ shall be designed and constructed to perform as tidal flood barriers

Flood barriers ought to be struck because seawalls are known to leak; they do not hold water or prohibit water transfer. Seawalls may impede the rise of the water table on the landward side for a short time in less than a half hour.

---

(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.

Rip rap ought to be struck and replaced by the U.S. Army Corps of Engineers Manual No. 1110-2-1614 Design of Coastal Revetments, Seawalls and Bulkheads.

---

(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.

Paragraph (7) ought to be deleted. There is no precedent or foundation given to define or warrant a tidal barrier. Seawalls are not tidal barriers; they are erosion control structures.

A property owner should be allowed to implement whatever is deemed necessary to eliminate any flow to adjacent properties such as raising their land. A variance and hardship requirement does not reduce the threat or solve the problem. Adding such bureaucratic hurdles increase the cost and time to implement what would otherwise be, a simple solution.

Submitted by

John Carlson

Town Clerk

From: Henry <hchajet@verizon.net>
Sent: Tuesday, September 1, 2020 11:58 AM
To: TownClerk@townofhillsborobeach.com
Subject: Re: Sept 1 Meeting —(1) Request For Security Status And Review of Potential Upgrades (2) Status of Sand Litigation and Land Acquisition Litigation ??

Please add a second request to my earlier email: an update on our current litigation and costs. Thanks,
Henry

Henry Chajet
Consultant
Hchajet@verizon.net
202 255 6500 (cell)

> On Sep 1, 2020, at 10:33 AM, Henry <hchajet@verizon.net> wrote:
>
> Can the Police Chief please summarize its use of current video monitoring of property entrances and parking areas?
>
> Has there been a study of potential computerized intruder identification and alert systems?
>
> Thanks very much
>
> Henry Chajet
> Ocean Hillsboro
> Hchajet@verizon.net
> 202 255 6500 (cell)
>

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **RESOLUTION NO. 2020-62 Consideration to Oppose A Broward County Charter Amendment to be Placed on the November 2020 General Election Ballot that Would Allow the County to Supersede Town Zoning and Other Ordinances Which Would Otherwise Be Applicable to the County Projects to be Located Within Municipalities Which Projects Are, in Whole or in Part, to Be Funded by Transportation Surtax Funding, on Lands Owned or Leased by the County Which Lands Are Located Within Municipalities.**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, OPPOSING A BROWARD COUNTY CHARTER AMENDMENT TO BE PLACED ON THE NOVEMBER 2020 GENERAL ELECTION BALLOT THAT WOULD ALLOW THE COUNTY TO SUPERSEDE TOWN ZONING AND OTHER ORDINANCES WHICH WOULD OTHERWISE BE APPLICABLE TO COUNTY PROJECTS TO BE LOCATED WITHIN MUNICIPALITIES WHICH PROJECTS ARE, IN WHOLE OR IN PART, TO BE FUNDED BY TRANSPORTATION SURTAX FUNDING, ON LANDS OWNED OR LEASED BY THE COUNTY WHICH LANDS ARE LOCATED WITHIN MUNICIPALITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

Agenda Date: **October 6, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

ATTACHMENTS: 1. 62 - Opposing County Charter Amendment

State of Florida
Broward County
Town of Hillsboro Beach

RESOLUTION NO. 2020-62

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, OPPOSING A BROWARD COUNTY CHARTER AMENDMENT TO BE PLACED ON THE NOVEMBER 2020 GENERAL ELECTION BALLOT THAT WOULD ALLOW THE COUNTY TO SUPERSEDE TOWN ZONING AND OTHER ORDINANCES WHICH WOULD OTHERWISE BE APPLICABLE TO COUNTY PROJECTS TO BE LOCATED WITHIN MUNICIPALITIES WHICH PROJECTS ARE, IN WHOLE OR IN PART, TO BE FUNDED BY TRANSPORTATION SURTAX FUNDING, ON LANDS OWNED OR LEASED BY THE COUNTY WHICH LANDS ARE LOCATED WITHIN MUNICIPALITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, under the Florida Constitution and Section 166.021, Florida Statutes, municipalities are given broad home rule powers; and

WHEREAS, Broward County (the "County"), working with the Town and other cities in Broward County and throughout the State of Florida, have repeatedly fought to protect and preserve local governments' home rule power against intrusions by the State and special interests; and

WHEREAS, currently, Section 11.01 of the County Charter provides that municipal ordinances prevail within municipal boundaries over conflicting County ordinances, except in the areas of minimum environmental standards, land use and ethics; and

WHEREAS, a resolution was adopted at the Broward County Commission Meeting on June 18, 2020, which directed the placement on the general election ballot in November 2020 of a proposed County Charter Amendment that would amend Section 11.01 of the County Charter to add the following category in which County ordinances would prevail over conflicting municipal ordinances: "The development of public transportation improvements, funded in whole or in part with transportation surtax proceeds, on County-owned or County-leased property, including through County regulation of zoning, permitting, construction, operation, or administration. This provision shall not apply to any County transportation improvement project for which the construction commenced after June 16, 2020, and that is located in an area zoned residential as of June 16, 2020, unless the municipality agrees to modify such zoning or takes such other action that would permit the intended County use" (the "Proposed Amendment"); and

WHEREAS, the office of the Broward County Attorney has advised the Town that the Proposed Amendment will also contain an additional sentence (language which is still being drafted) to the effect that prior to exercising the power granted under the Proposed Amendment, the County would meet with the applicable municipality(ies), consider other potentially available sites, and seek to obtain the agreement of the affected municipality(ies) regarding the development and use of the applicable property; and

WHEREAS, municipal local government is the closest, most accessible and provides the most responsive means to address concerns of residents who live and businesses which operate within a locality; and

WHEREAS, as part of their home rule powers, municipalities must continue to defend and retain zoning, permitting and regulatory control over all projects proposed to be located within their municipalities in order to protect their residents, businesses and visitors; and

WHEREAS, the Town Commission believes that the Proposed Amendment would be an unacceptable intrusion into and of municipal home rule power, and therefore, the Town Commission strongly opposes the placement of the Proposed Amendment on the general election ballot in November 2020;

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 opposes the Proposed Amendment that was brought forth on the Broward County Commission agenda at the June 18, 2020, because it would constitute an unwarranted intrusion into and of the municipal home rule powers of the Town of Hillsboro Beach.

SECTION 3. That the Town Clerk is directed to distribute this Resolution to the Board of County Commissioners for Broward County, the Broward County League of Cities, and each of the municipalities in Broward County.

SECTION 4. The appropriate Town officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 5. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 6. 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 7. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida, this ____day of September 2020.

TOWN OF HILLSBORO BEACH, FLORIDA

ATTEST:

____
Mayor Deborah L. Tarrant

____
Sherry D. Henderson, CMC
Town Clerk

RESOLUTION NO. 2020-62
RECORD OF TOWN COMMISSION VOTE:

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

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **RESOLUTION NO. 2020-63 Consideration to Approve the 2021 Town Commission Meeting Dates.**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING THE 2021 TOWN COMMISSION MEETING SCHEDULE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

Agenda Date: **October 6, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:
1. 63 - 2021 Meeting Dates
2. 2021 Commission Meeting Holiday Closing Dates

State of Florida
Broward County
Town of Hillsboro Beach

Adopted by the Hillsboro Beach Mayor and Commission on this ____ day of October 2020.

RESOLUTION NO. 2020-63

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING THE 2021 TOWN COMMISSION MEETING SCHEDULE; 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 2021 Town Commission Meeting Schedule.

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 the 2021 Town Commission Meeting Schedule; a copy of the Meeting Schedule 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.

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this ___ day of ___________ 2020.

TOWN OF HILLSBORO BEACH, FLORIDA

____
Deborah L. Tarrant, Mayor

ATTEST:

____
Sherry D. Henderson, CMC Town Clerk

RESOLUTION NO. 2019-63
RECORD OF TOWN COMMISSION VOTE:

	YES	NO
MAYOR D. TARRANT	☐	☐
VICE MAYOR I. KIRDAHY	☐	☐
COMMISSIONER V. FEAMAN	☐	☐
COMMISSIONER B. BALDASARRE	☐	☐

DRAFT

EXHIBIT A
Resolution 2020-63

TOWN OF HILLSBORO BEACH
1210 HILLSBORO MILE
HILLSBORO BEACH, FL 33062
PHONE: (954) 427-4011 • FAX: (954) 427-4834
TOWNOFHILLSBOROBEACH.COM

2021

TOWN COMMISSION MEETING DATES

TUESDAY, JAN 5, 2021	9:00 AM	REGULAR MEETING
TUESDAY, FEB 2, 2021	9:00 AM	REGULAR MEETING
TUESDAY, MAR 2, 2021	9:00 AM	REGULAR MEETING
TUESDAY, MAR 9, 2021	----	**MUNICIPAL ELECTION**
TUESDAY, MAR 23, 2021	9:30 AM	RE-ORGANIZATION
TUESDAY, APRIL 6, 2021	9:00 AM	REGULAR MEETING
TUESDAY, MAY 4, 2021	9:00 AM	REGULAR MEETING
TUESDAY, JUNE 8, 2021	9:00 AM	REGULAR MEETING
TUESDAY, JULY 6, 2021	9:00 AM	REGULAR MEETING

TOWN COMMISSION IS ON RECESS FOR THE MONTH OF AUGUST

TUESDAY, SEPT 7, 2021	9:00 AM	REGULAR MEETING
TO BE DETERMINED	**5:01 PM**	**1ST BUDGET HEARING**
TO BE DETERMINED	**5:01 PM**	**2ND BUDGET HEARING**
TUESDAY, OCT 6, 2021	9:00 AM	REGULAR MEETING
TUESDAY, NOV 2, 2021	9:00 AM	REGULAR MEETING
TUESDAY, DEC 7, 2021	9:00 AM	REGULAR MEETING

Pursuant to Section 4 of the Town Charter, the Commission of The Town of Hillsboro Beach shall hold no less than one (1) meeting per month with the ability to allow for a one (1) month vacation. Special Meetings can be called by the Town Clerk upon written or electronic email communication request of the Mayor or any three (3) Commissioners. All regular and special meetings of the Commission shall be open to the public. Three (3) members of the Commission shall constitute a quorum for all purposes.

Resolution No. 2020-63

Adopted: ______________

DRAFT

TOWN OF HILLSBORO BEACH
1210 HILLSBORO MILE
HILLSBORO BEACH, FL 33062
PHONE: (954) 427-4011 • FAX: (954) 427-4834

2021
HOLIDAY OBSERVANCE CALENDAR

Holidays	Observed On
New Year's Day	Friday, January 1st
Martin Luther King Jr. Day	Monday, January 18th
President's Day	Monday, February 17th
Good Friday	Friday, April 2nd
Memorial Day	Monday, May 31st
Independence Day	Monday, July 5th
Labor Day	Monday, September 6th
Veteran's Day	Thursday, November 11th
Thanksgiving Day	Thursday, November 25th
Day After Thanksgiving	Friday, November 26th
Christmas Day	Friday, December 24th

State of Florida
Broward County
Town of Hillsboro Beach

RESOLUTION NO. 2020-64

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A SETTLEMENT AGREEMENT BETWEEN THE TOWN OF HILLSBORO BEACH AND THE CITY OF DEERFIELD BEACH; 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 a Settlement Agreement between the Town of Hillsboro Beach and the City of Deerfield Beach.

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 a Settlement Agreement between the Town of Hillsboro Beach and the City of Deerfield Beach; a copy of the Settlement 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.

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this ___ day of ___________ 2020.

TOWN OF HILLSBORO BEACH, FLORIDA

____
Deborah L. Tarrant, Mayor

ATTEST:

____
Sherry D. Henderson, CMC
Town Clerk

RESOLUTION NO. 2019-64
RECORD OF TOWN COMMISSION VOTE:

	YES	**NO**
MAYOR D. TARRANT	☐	☐
VICE MAYOR I. KIRDAHY	☐	☐
COMMISSIONER V. FEAMAN	☐	☐
COMMISSIONER B. BALDASARRE	☐	☐
COMMISSIONER A. BROWN	☐	☐

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Settlement Agreement" or "Agreement") is entered into between the Town of Hillsboro Beach (the "Town" or "Hillsboro"), and the City of Deerfield Beach (the "City" or "Deerfield") (collectively, the "Parties") with an effective date as described herein.

WHEREAS, Hillsboro is a municipal corporation and body politic within the State of Florida located in Broward County, Florida.

WHEREAS, Deerfield is a municipal corporation and body politic within the State of Florida located in Broward County, Florida.

WHEREAS, Deerfield and Hillsboro are coastal communities that border on the Atlantic Ocean, with Hillsboro being located adjacent to and immediately south of Deerfield.

WHEREAS, a number of erosion control structures ("Structures") were constructed by Deerfield in the 1950s and 1960s pursuant to permits from the Board of Trustees of the Internal Improvement Trust Fund ("Trustees").

WHEREAS, Hillsboro filed suit against Deerfield in Broward County Circuit Court, Case Number Case No. 17-007784 (08), seeking to enforce the permits issued to Deerfield by the Trustees (the "Litigation").

WHEREAS, the Parties desire to settle the Litigation and to avoid future litigation on these issues because it is in the best interest of both, without any admission of error, liability, or wrongdoing.

WHEREAS, the Parties have identified a mutually beneficial solution, without attribution of cause, and recognize that it is to their mutual benefit, and the benefit of the public, to work cooperatively to implement that solution.

WHEREAS, the parties have settled upon a shared solution, and cooperation on engineering, permitting, funding, monitoring, management, maintenance and renourishment of Deerfield and Hillsboro's beaches.

WHEREAS, this settlement agreement is intended to and shall resolve all issues raised in the Litigation or related to the subject matter of the Litigation.

WHEREAS, the Parties desire to cooperate on maintaining public access and free passage along the shoreline of Deerfield Beach and Hillsboro Beach to the extent required by state law and to increase the possibility of receiving local, state and federal third party funding for beach management, maintenance and nourishment, only in accordance with the terms of this Agreement.

WHEREAS, the Parties agree to manage their combined shoreline, cooperate and coordinate their beach management activities, and to increase the possibility of establishing a longer life for renourishments, and receiving local, state and federal third party funding for beach management, maintenance and nourishment, only to the extent, and based upon the terms, set forth below.

WHEREAS, the Parties agree to jointly manage the beach and sediment regionally, approach, jointly or after consultation, independently, the City of Boca Raton, the Hillsboro Inlet District, Broward County, the State of Florida and the federal government to foster regional cooperation on regional sediment management issues, and to increase the possibility of receiving local, state and federal third party funding for beach management, maintenance and nourishment, only to the extent, and based upon the terms, set forth below.

WHEREAS, the Parties agree to meet regularly, and if needed on an emergency basis, to provide for a well-managed, maintained and nourished beach in Hillsboro and Deerfield, and to increase the possibility of receiving local, state and federal third party funding for beach management, maintenance and nourishment, and to foster cooperation on regional sediment management issues, only to the extent, and based upon the terms, set forth below.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree, as follows:

I. **Recitals.** The foregoing recitals are incorporated herein by reference; provided however, that to the extent any conflict may exist, the terms of the Agreement below shall take precedence over the recitals.

II. **Effective Date**. This Agreement shall become effective on the date it is executed by all the Parties. The last date of execution by all the Parties shall be known as the "Effective Date" of this Agreement.

III. **Definitions.** The terms used in this document are defined as follows:

a. "Agreement" or "Settlement Agreement" means this agreement to settle the Litigation as of the Effective Date.

b. "City" or "Deerfield" means the City of Deerfield Beach, a municipal corporation and body politic within the State of Florida located in

Broward County, Florida.

c. "Claims" means all issues raised in the Litigation or related to the subject matter of the Litigation.

d. "Corps" means the United States Army Corps of Engineers.

e. "Effective Date" means the last date of execution of this Agreement by all the Parties.

f. "FEMA" means the Federal Emergency Management Agency, or its successor agency.

g. "FEMA Project" means, as more particularly described in Section IV.e, a renourishment project to address storm damage that is undertaken by Hillsboro Beach and/or Deerfield Beach with beach compatible sand using third party funds from the Federal Emergency Management Agency, or its successor agency.

h. "Gross Cost" means all costs prior to application of Third Party Funds.

i. "Litigation" means the suit filed by Hillsboro against Deerfield in Broward County Circuit Court, Case Number Case No. 17-007784 (08), seeking to enforce the permits issued to Deerfield by the Trustees for the Structures.

j. "Net Costs" means all costs remaining after the application of Third Party Funds.

k. "Parties" means Deerfield and Hillsboro collectively.

l. "Project Management" means procurement and contracting; engineering; permitting; applying for local, state and federal third party funding; but shall not include work performed by City or Town employees.

m. "Renourishment Project" means a joint renourishment project undertaken by Hillsboro Beach and Deerfield Beach as described by Section IV.

n. "Revetment" means the portion of the sloping rock or boulder structures placed on Deerfield's shore to absorb the energy of incoming water that is located within Deerfield landward of the last two Structures adjacent to the Deerfield and Hillsboro border.

o. "Sand Costs" means all costs to purchase and place sand during a Renourishment Project, including, without limitation, costs for acquisition, filtering, transportation, delivery, and mobilization, but not including costs for work performed by City or Town employees.

p. “Semi-Annual Beach Monitoring” means the monitoring in May and November pursuant to the physical monitoring plan in the permits for the most recent Project, as more fully described in Section IV.c of this Agreement.

q. “Soft Costs” means costs associated with any Renourishment Project other than Sand Costs, including, but not limited to, the cost of Project Management. Soft Costs shall not include costs for work performed by City or Town employees.

r. “Structures” means the erosion control structures that were constructed by Deerfield in the 1950s and 1960s pursuant to permits from the Trustees.

s. “Third Party Funds” or “Third Party Funding” means funding obtained from third parties other than the City or the Town, including, but not limited to, local, state and federal sources.

t. “Town” or “Hillsboro” means the Town of Hillsboro Beach, a municipal corporation and body politic within the State of Florida located in Broward County, Florida.

u. “Trustees” means the Board of Trustees of the Internal Improvement Trust Fund.

IV. <u>Settlement Terms.</u> The Parties agree to settle the Litigation upon the following terms:

a. <u>Joint Coordinated Beach Renourishment</u>.

i. The parties agree to jointly perform, in coordination with each other, Renourishment Projects every 5 years during the term of this Agreement (except as provided in IV.a) with a minimum design life of 5 years, for a total of up to 6 Renourishment Projects, so that the following Beach Profiles are achieved in the City and the Town at the conclusion of each Renourishment Project:

1. <u>Deerfield Beach Profile</u>. Nourish the beach with beach compatible sand so that the groins and rubble mounds in the South Sector from SE 6th Street to SE 10th Street are buried by sand at the conclusion of each Renourishment. Nothing herein shall be construed as requiring Deerfield to ensure

that the groins and rubble mounds in the South Sector are buried by sand at any time other than immediately at the conclusion of each Renourishment Project.

2. Hillsboro Beach Profile. Nourish the beach with beach compatible sand from the Town line at SE 10th Street (approximately R-6.7) to approximately R-9.

ii. Construction Date. The Parties agree that the anticipated construction date of the first Renourishment Project is between 2021 and 2023, and Renourishment Projects will take place every 5 years thereafter unless the Renourishment Project is deemed premature by the coastal engineers for both parties, or that it should take place at other times mutually agreed to by the Parties, in accordance with Section IV(a)(i), above.

iii. Project Management. Hillsboro and Deerfield agree to jointly perform Project Management in coordination with each other. Deerfield shall be kept informed of Project Management activities through its City Manager or his or her designee, and Hillsboro shall be kept informed through its Town Manager or his or her designee. In the event the Parties have a disagreement over Project Management that they are unable to resolve, the Parties shall resolve the disagreement utilizing the Reviewing Consultant process in Section IV.d.

iv. Selection Committee. The Parties will select the Renourishment Project contractor(s) in accordance with the qualifications-based selection process outlined in Section 287.055, Florida Statutes, as it may be amended from time to time or any superseding Florida Statute. The Selection Committee shall consist of the Hillsboro Beach Town Manager and the City of Deerfield Beach City Manager, or their designees, and one additional member from each of the Parties, for a total of two members from Hillsboro Beach and two members from Deerfield Beach.

The Selection Committee is authorized to review and rank proposals and issue a recommendation to the Parties. The Hillsboro Beach Commission and the Deerfield Beach Commision shall then meet in a joint session to discuss and approve a proposal, or reject all of them. In the event that the Commissions reject all proposals, they may vote to solicit and advertise for other qualified bids.

v. Costs for Beach Renourishment. The Parties agree to use best efforts to reduce the costs for Beach Renourishment by using the least expensive source of beach compatible sand and maximizing Third Party Funding for both Parties. The Parties agree, to the extent possible, to first apply Third Party Funds towards all Soft Costs, with remaining Third Party Funds being applied to Sand Costs.

However, Third Party Funds a Party receives from FEMA for a FEMA Project will apply only to that Party's Soft or Sand Costs subject to any limitation imposed by regulation or law.

In the event that Third Party Funds cannot be applied in whole or in part to a Renourishment Project due to the non-public status of any beach area or portion of any beach area, then such restricted Third Party Funds will nevertheless be applied to other permissible costs, including Soft Costs or Sand Costs even if only one Party receives a greater reduction of the Net Sand Costs. Nothing herein should be construed to permit the application of funds to any portion of a Renourshment Project that would violate law or conditions imposed as part of the disbursement of Third Party Funds. The Parties agree to pay for their own portion of the Net Sand Costs, based on the percentage of sand placed on each Party's respective Profile. Net Soft Costs will be divided evenly.

vi. Conditions Precedent

1. Monetary Cap

If the Net Cost of any Renourishment Project (after deducting Third Party Funds) shall exceed $3 million for either Party, as adjusted by the Construction CPI for the Southeast Florida Region from the Effective Date (the "Monetary Cap"), then the renourishment project shall not move forward unless the greater expenditure is agreed to by the party or parties that would need to spend in excess of the Monetary Cap.

In the event that a Renourishment Project does not satisfy the Monetary Cap, the Parties agree to work together in good faith to reduce the scope of the Renourishment Project so that it will satisfy the Monetary Cap.

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2. <u>Third Party Funding.</u>

If the Parties are unable to obtain Third Party Funding to cover at least 50% of the total cost of a Renourishment Project, then that Renourishment Project shall not proceed during that fiscal year ("Year One") and shall be attempted during the following fiscal year ("Year Two"), unless the Parties otherwise agree in writing.

If, during Year Two, the Parties are still unable to obtain Third Party Funding to cover at least 50% of the total cost of the Renourishment Project, then the Renourishment Project shall not proceed during Year Two and shall be attempted during the following fiscal year ("Year Three"), unless the Parties otherwise agree in writing.

If, during Year Three, the Parties are still unable to obtain Third Party Funding to cover at least 50% of the total cost of the Renourishment Project, then the Parties shall nevertheless proceed with that Renourishment project, subject to the Monetary Cap.

3. Nothing herein shall be construed to prevent the Parties from approving, in writing, a Renourishment Project that does not otherwise satisfy these conditions precedent.

b. <u>Maintenance of Public Access</u>. Deerfield agrees that it will maintain public access along the shoreline at the Revetment to the extent required by state law.

c. <u>Semi-Annual Beach Monitoring.</u> The Parties agree to jointly conduct and pay for Semi-Annual beach monitoring in May and November per the physical monitoring plan for the most recently completed Renourishment Project under this Agreement to determine whether, and the extent, a Renourishment Project is necessary. The Semi-Annual Beach Monitoring shall be treated as a Soft Cost. The Parties shall jointly manage the Semi-Annual Beach Monitoring. The Semi-Annual Beach Monitoring should be designed to fulfill the requirements necessary to pursue Third Party Funding (including, but not limited to, potential FEMA or other reimbursement sources should such reimbursement be available to maintain the beach renourishment). Each party shall share the results of this Semi-Annual Beach Monitoring data during the process of obtaining the report, including drafts, and once the report is prepared in final form. Within 30 days of receipt of a report on the Semi-Annual Beach Monitoring data, the designated staff or consultants of the Parties shall meet to review the data and formulate action plans regarding the need for a Renourishment Project.

d. Reviewing Consultant. In the event of a technical disagreement between the Parties' coastal engineers or consultants, the Parties shall use the following process to resolve the technical disagreement:

i. The Party invoking the Reviewing Consultant process described herein shall so notify the other party in writing and, as part of that writing, provide the other party a list of at least three (3) potential Reviewing Consultants to resolve the disagreement. The other Party may select a Reviewing Consultant from that list or propose three alternative Reviewing Consultants, in which case the invoking Party may choose one of the three alternative Reviewing Consultants. If the invoking party does not choose one of the three alternative Reviewing Consultants proposed by the other Party, then each Party shall appoint a Reviewing Consultant and those two Reviewing Consultants shall appoint a third, neutral Reviewing Consultant, and the three shall serve as the Reviewing Consultant.

ii. The Parties will jointly engage the Reviewing Consultant and split the cost of the Reviewing Consultant with each Party paying 50% of the costs.

iii. The Parties shall jointly meet with the Reviewing Consultant and provide the Reviewing Consultant with information that the Reviewing Consultant deems necessary to resolve the disagreement.

iv. The Reviewing Consultant shall provide a written opinion to resolve the disagreement within 30 days of retention of the Reviewing Consultant, or such other time as the Parties may mutually agree.

v. The Parties are bound to use the Reviewing Consultant's opinion to resolve the disagreement unless both Parties mutually agree in writing to resolve the disagreement in a different manner from the Reviewing Consultant's opinion.

e. FEMA Projects. If FEMA funds could be available to fund a FEMA Project, the Parties agree to apply, individually or jointly, for such FEMA funds. The Parties agree to coordinate with each other to jointly coordinate and undertake their FEMA Projects pursuant to any conditions or restrictions applicable to funds received from FEMA. Funds that a Party receives from FEMA for a FEMA Project may be applied to that Party's Sand Costs at that Party's option and subject to any requirements or limitations imposed by FEMA. FEMA Projects do not qualify as a Renourishment Project under Section IV.a. However, if a FEMA Project is anticipated to take place in the same year that a Renourishment Project would regularly take place, the Parties may combine the FEMA Project with the Renourishment Project.

f. Regional Sediment Management. Hillsboro and Deerfield shall work cooperatively to achieve the goal of establishing a regional sediment management process, and associated interlocal or other agreements, to maximize Third Party Funding, and to proactively manage the beach and inlet resources on a regional, rather than a municipal, basis that includes all government bodies with authority over the region between Boca Raton Inlet and Hillsboro Inlet — including, but not limited to, the Parties, the City of Boca Raton, the Hillsboro Inlet District, Broward County, Palm Beach County, the State of Florida and the federal government ("Regional Sediment Management"). The staff for the Parties shall meet and discuss the status of their efforts on Regional Sand Management at the same time they meet to discuss the Semi-Annual Beach Monitoring.

g. Opportunities with Hillsboro Inlet District. Hillsboro shall explore cooperative opportunities with Hillsboro Inlet District to assist Hillsboro and Deerfield in achieving their goals discussed in this Agreement, including, but not limited to, Regional Sediment Management, better management of the Hillsboro Inlet, use of the Hillsboro Inlet and Inlet Ebb Shoal as a sand source, joint participation on projects, and Third Party Funding. Hillsboro shall keep Deerfield informed of such exploration when the staff for the Parties meet to discuss the Semi- Annual Beach Monitoring.

h. Opportunities with City of Boca Raton. Deerfield agrees to work in good faith to explore cooperative opportunities with the City of Boca Raton to assist Hillsboro and Deerfield in achieving the goals discussed in this Agreement, including, but not limited to, Regional Sediment Management, confirm the the use of best practices for management of the Boca Raton Inlet, use of the Boca Raton Inlet and Inlet Ebb Shoal as a sand source, joint participation on projects, and Third Party Funding. Deerfield shall keep Hillsboro informed of such exploration when the staff for the Parties meet to discuss the Semi- Annual Beach Monitoring.

i. Dismissal of the Litigation. Within 7 days of the Effective Date, Hillsboro shall file a voluntary dismissal of the Litigation with prejudice. Each Party shall bear its own attorney's fees, costs and expenses associated with the Litigation. This Settlement Agreement is intended to and shall resolve all the Claims. By executing this Agreement, the Parties acknowledge and agree that all further judicial or administrative action related to the Claims are barred, except that the Parties sole recourse for any Claims shall be to move the Court to enforce the terms of this Settlement Agreement. The court shall retain jurisdiction over the Parties to enforce the terms of this Settlement Agreement.

j. Consultants. Any agreements with consultants shall contain a provision that requires the consultant to have insurance that names both Deerfield and Hillsboro as additional insureds. Deerfield and Hillsboro agree that consultants working on beach renourishment projects shall be solely responsible for that consultant's negligent acts or omissions. Neither Deerfield nor Hillsboro will seek to hold the other party liable for any act or omission committed by any consultant. The Parties further agree that the Party selecting the consultant shall have no liability whatsoever to the other related to the selection of any consultant as permitted herein.

k. Temporary Construction Easement. Deerfield agrees to grant Hillsboro a temporary construction easement for construction purposes only, as shown by Exhibit "A" or as otherwise agreed in writing, subject to appropriate surveying to establish the actual boundaries upon 60 days written notice of the need for such temporary construction easement. Any request for a temporary construction easement will be made by the engineers of record for a particular project based upon a determination that there is a need for such an easement for that project. Hillsboro agrees to be responsible for any damage caused in connection with independent construction activities that utilize the easement. Any use of the easement by Hillsboro is contingent upon the approval by Deerfield of a maintenance of traffic plan so as to ensure that traffic and businesses in the vicinity are not materially disrupted.

V. Miscellaneous Provisions.

a. Notice. All notices, amendments, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by prepaid express overnight courier or messenger service, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses or to such other address(es) as a Party may designate by prior written notice in accordance with this provision to the other Party:

As to the Town: Town of Hillsboro Beach
1210 Hillsboro Mile

Hillsboro Beach, Florida 33062

With a copy to: (Which Shall Not Constitute Notice)	Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Ft. Lauderdale, Florida 33308 Attn: D.J. Doody, Esq.
As to the City:	City of Deerfield Beach 150 N.E. 2nd Avenue Deerfield Beach, Florida 33441
With a copy to: (Which Shall Not Constitute Notice)	Weiss Serota Helfman Cole & Bierman, P.L. 200 E. Broward Blvd., STE 1900 Fort Lauderdale, Florida 33301 Attn: Anthony Soroka, Esq.

b. Authority to Enter Agreement. The Parties represent and warrant that each has the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution and delivery and performance hereof by the Parties has been duly authorized by the governing authority of each of the Parties.

c. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement also supersedes and replaces all prior representations, statements and understandings between the Parties with respect to the matters and things addressed herein, either written or oral. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

d. Binding Effect and Term. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective legal representatives, successors and permitted assigns. This Agreement is effective for a term of thirty (30) years from the execution of the first Renourishment Project contract. This Agreement may be renewed by mutual agreement of the parties for up to four additional five-year periods.

e. Default and Remedy.

i. Default. Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or express warranty contained in this Agreement shall constitute a Default under this

Agreement.

ii. <u>Notice of Default and Opportunity to Cure</u>. Upon occurrence of an alleged Default by any Party, the Parties' respective Town and City Managers shall first meet to discuss and attempt to resolve the alleged Default. If the Parties' respective Town and City Managers are unable to resolve the alleged Default, then the other Party shall deliver written notice to the Party allegedly in Default that identifies the specific nature of the alleged Default. The Party receiving such notice shall have thirty (30) days within which to cure the alleged Default. Provided, that if the alleged Default is of such nature that it cannot be reasonably cured within thirty (30) days, the Party allegedly in Default shall have such additional time as may be reasonably necessary to cure the alleged Default, so long as within said period, the alleged defaulting Party commences the cure and diligently prosecutes such cure until completion.

iii. <u>Remedy for Default</u>. For any alleged Default not cured as provided in Section IV.e.ii of this Agreement, the non-Defaulting Party may seek injunctive relief or specific performance against the alleged Defaulting Party as the sole remedy. The court retains jurisdiction over the Parties to enforce the terms of this Agreement.

iv. <u>Mediation</u>. Prior to seeking any legal remedy for a Default as provided in Section V.e.iii of this Agreement, a Party shall be required to mediate the dispute with the Party declared to be in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Party a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within 10 business days after receipt of the notice from the requesting Party, the other Party shall in writing provide notice of either the selection of one of the mediators proposed by the requesting Party or offer a list of three additional mediators for consideration. Within 10 business days of the requesting Party's receipt of the notice of selection or list of alternative mediators, the Parties shall meet for the purpose of selecting one of the mediators proposed by the Parties. Within 20 days after a mediator is agreed upon, a reasonable time and date for the mediation shall be scheduled between the Parties, subject to the chosen mediator's availability, and documented in writing. The location of the mediation shall be at a location mutually selected by the Parties, or at a location in Broward County of the mediator's choosing if the Parties cannot agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their respective attorney's fees, expert fees and other expenses related to the mediation. Any settlement achieved through mediation shall be made in writing approved by the Parties. If a settlement is not reached within 120 days after the initiation of mediation or, if the mediator declares an impasse, then the Parties may seek any and all legal or equitable remedies for the alleged Default. Mediation under Chapter 164, Florida Statutes, is not sufficient to comply with the requirements of this section.

f. <u>Time Extensions</u>. The Parties by joint written consent may extend or change any of the deadlines specified in this Agreement.

g. <u>Amendment or Modification</u>. This Agreement may only be amended or modified, in whole or in part, at any time, through a written instrument that sets forth such changes and which is signed by all the Parties.

h. <u>Waiver</u>. Any failure by a Party to exercise any right, power or privilege under this Agreement shall not constitute a waiver of that right, power, or privilege under this Agreement.

i. <u>Assignability</u>. This Agreement may not be assigned without the prior written consent of all the Parties to this Agreement.

j. <u>Third Parties</u>. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement, on any person other than the Parties their legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation of any third person to any Party nor shall any provision of this Agreement be interpreted to give any third person any right of subrogation or action over or against the Parties.

k. <u>Recording</u>. The Parties intend this Agreement to be an interlocal agreement pursuant to Section 163.01, Florida Statutes and it shall be recorded by the Parties in the official records of Broward County, Florida.

l. <u>Severability</u>. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

m. <u>Governing Law and Venue</u>. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall be exclusively in Broward County, Florida and each Party hereby waives whatever their respective rights may have been in the selection of venue.

n. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

o. Attorneys' Fees, Costs, and Expenses. The Parties agree that each party shall bear its own attorneys' fees, expert witness fees, costs, and expenses incurred in connection with this Agreement.

p. Waiver of Jury Trial. The Parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected to this Agreement.

q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

r. No Construction Against Drafting Party. The Parties to this Agreement expressly recognize that this Agreement results from a negotiation process in which each Party was given the opportunity to consult with counsel and contribute to the drafting of this Agreement. Given this fact, no legal or other presumptions against the Party drafting any portion of this Agreement concerning its construction, interpretation, or otherwise shall accrue to the benefit of any Party to this Agreement and each Party expressly waives the right to assert such presumption in any proceeding or disputes connected with, arising out of, or involving this Agreement.

s. Agency. No Party shall be deemed to be an agent of any other Party nor shall represent that it has the authority to bind any other Party.

t. Computation of Time. In computing any time period under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday or legal holiday, the period of time shall run until the end of the next calendar day which is not a Saturday, Sunday or legal holiday.

u. Police Powers. Nothing in this Agreement shall be deemed a waiver of any

Party's police powers.

v. Fiscal Year. The obligations of the City or the Town to expend funds under this Agreement are limited to the availability of funds appropriated in a current fiscal period, and continuation of the expenditure of funds under this Agreement into a subsequent fiscal period, regardless of the Agreement term, and are subject to appropriation and the availability of funds in accordance with Chapter 166, Florida Statutes.

w. Governmental and Property Owner Approvals. All obligations of the City and the Town under this Agreement are subject to all necessary governmental approvals, including without limitation, permits from the applicable federal, state, and county agencies and any consent from affected private property owners to the extent that the scope of a project requires work to be performed on private property.

x. No Third Party Beneficiaries. This Agreement is not intended to and shall not give any party other than the Town or the City any interest or rights with respect to or in connection with this Agreement. Therefore, no third party shall be entitled to assert a right or claim against either the Town or the City based upon this Agreement.

TOWN OF HILLSBORO BEACH

By:__________________________________ Deborah Tarrant, Mayor

Date: ________________________________

Approved as to Form and Correctness:

City Attorney

ATTEST: [Seal]

____

Town Clerk

CITY OF DEERFIELD BEACH

By: ______________________________ Bill Ganz, Mayor

Date: _____________________________

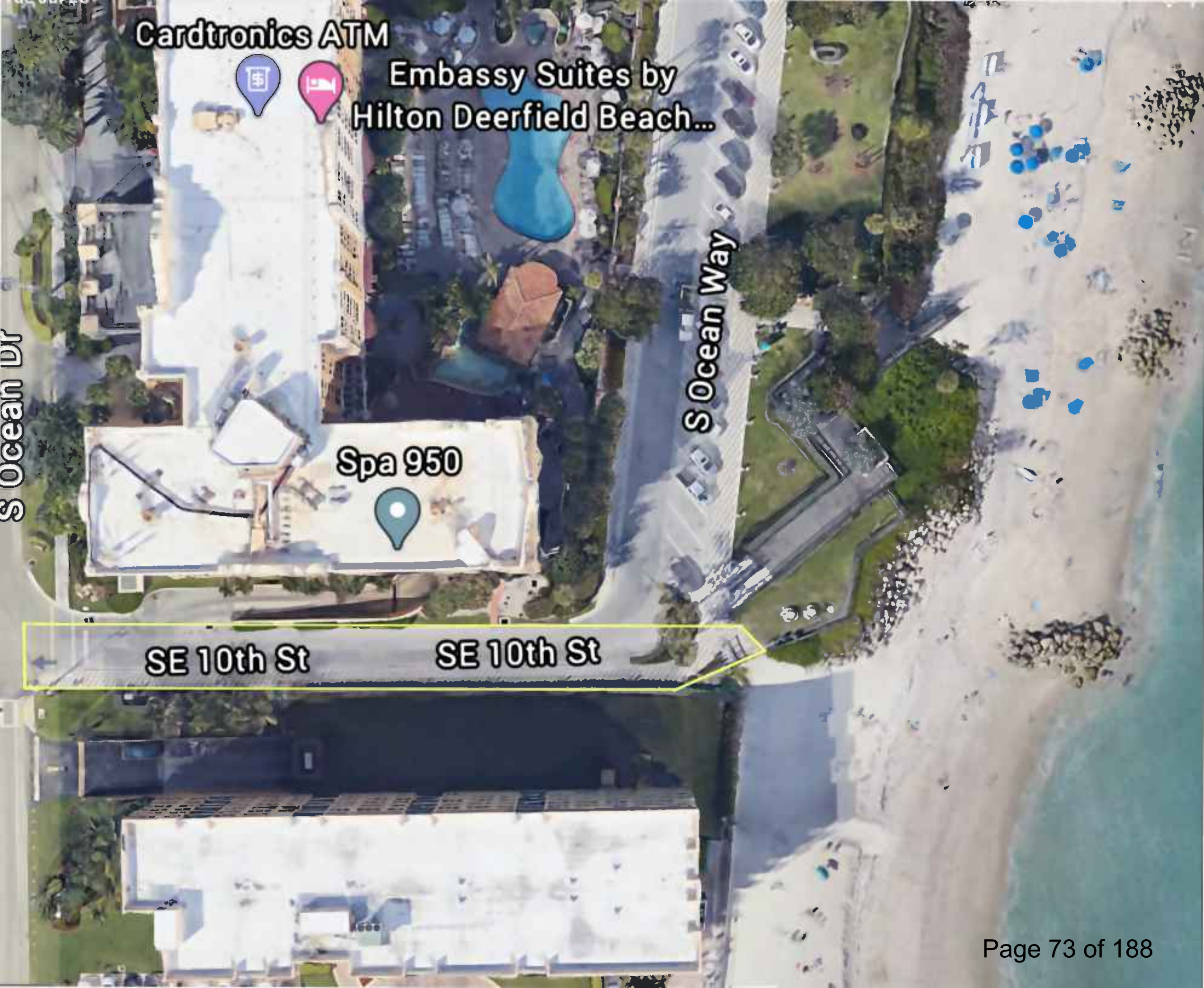
Approved as to Form and Correctness:

City Attorney

ATTEST: [Seal]

____

City Clerk


Cardtronics ATM
Embassy Suites by Hilton Deerfield Beach...
S Ocean Way
S Ocean Dr
Spa 950
SE 10th St
SE 10th St

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 79670
Date 08/31/2020

Project **179902 HILLSBORO BEACH BUILDING CODE**

Billing period through August 31, 2020

CGA PM: Shellie Ransom-Jackson

emailto: Mac Serda (mserda@townofhillsborobeach.com)

cc: Stephen.Bloom@inframark.com
terri.lusk@inframark.com
ranathan@townofhillsborobeach.com
Sherry D. Henderson (shenderson@townofhillsborobeach.com)
Billing 85% of Permit Fees Collected

Description		Contract Amount	Prior Billed	Current Billed
65-100 BUILDING CODE SERVICES		0.00	707,702.10	14,694.04
	Total	0.00	707,702.10	14,694.04

Invoice total **14,694.04**

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			
79670	08/31/2020	14,694.04	14,694.04				
	Total	47,607.66	14,694.04	32,913.62	0.00	0.00	0.00

The Town of Hillsboro Beach
All Fees Collected

Start Date: 8/1/2020
End Date: 8/31/2020

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	$16,287.10	$2,443.07	$3,100.00	$2,625.00	$850.00	$13,844.04	$333.16	$204.14	$159.68
YTD	**$292,411.02**	**$43,861.65**	**$6,150.00**	**$6,525.00**	**$1,675.00**	**248,549.37**	**$4,999.29**	**$2,952.14**	**$2,222.49**

INFRAMARK

INVOICE

Inframark, LLC

2002 West Grand Parkway North
Suite 100
Katy TX 77449
United States

INVOICE#	DATE
#55360	9/14/2020
CUSTOMER ID	**NET TERMS**
C1312	Net 30
PO#	**DUE DATE**
	10/14/2020

BILL TO

Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach FL 33062
United States

Services provided for the Month of: September

DESCRIPTION	QTY	UOM	RATE	AMOUNT
Accounting Services for the Month of: September 2020				
Financial Accounting Service 001-532004-51308-5000	1	Ea	7,242.42	7,242.42
Postage 001-541010-51307-5000	1	Ea	89.60	89.60
Storage 001-544025-51307-5000	1	Ea	11.10	11.10
Paula Davis: 7-21-2020 Amazon Mktp. - Tabs for budget books $43.04; Amazon.com - Tabs for budget books $28.80	1	Ea	71.81	71.81
Subtotal				7,414.93

Subtotal	$7,414.93
Tax	$0.00
Total Due	$7,414.93

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

Gardner, Bist, Bowden, Bush, Dee,
LaVia, Wright & Perry, P.A.
1300 Thomaswood Drive
Tallahassee, FL 32308
(850) 385-0070
(850) 385-5416

Town of Hillsboro Beach
Mac Serda, Town Manager
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

September 4, 2020

In Reference To: Assistance on Beach Nourishment Issues

Invoice # 10004

Professional Services

Date		Description	Hrs/Rate	Amount
8/5/2020	TJP	Research regarding cost index for beach projects for settlement agreement.	0.20 300.00/hr	60.00
8/7/2020	TJP	Calls and emails re case status. Review Agreement.	1.50 300.00/hr	450.00
8/10/2020	TJP	Calls and emails re case and research re settlement agreement and beach funding.	3.00 300.00/hr	900.00
8/11/2020	TJP	Call re beach funding rules.	0.10 300.00/hr	30.00
8/13/2020	TJP	Email re beach funding rules. Call with Cindy Laquidara re case prep. Work on trial prep.	3.00 300.00/hr	900.00
8/15/2020	TJP	Prepare for and attend call with Town. Email re Beach Funding. Work on trial prep. Edit Agreement and Cost analysis.	4.00 300.00/hr	1,200.00
8/17/2020	TJP	Work on Settlement Agreement and Cost Analysis edits.	4.50 300.00/hr	1,350.00
8/18/2020	TJP	Call with M & N. Call with Cindy Laquidara re same. Follow up email to M & N.	1.50 300.00/hr	450.00
8/19/2020	TJP	Prepare for and attend trial prep.	3.00 300.00/hr	900.00
8/20/2020	TJP	Attend prep session. Work on Settlement Agreement and call with Cindy Laquidara. Attend CPI Grant workshop and email re same.	3.50 300.00/hr	1,050.00

Town of Hillsboro Beach
20.2332

			Hrs/Rate	Amount
8/21/2020	TJP	Calls re case and settlement status.	0.30 300.00/hr	90.00
8/26/2020	TJP	Prepare for and attend meeting with opposing counsel and follow up re same.	2.00 300.00/hr	600.00
8/28/2020	TJP	Call with Town and follow up communications.	2.50 300.00/hr	750.00
		For professional services rendered	29.10	$8,730.00
		Balance due		$8,730.00

Timekeeper Summary

Name	Hours	Rate	Amount
Timothy J. Perry	29.10	300.00	$8,730.00

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Gardner, Bist, Bowden, Bush, Dee, LaVia & Wright, P.A.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ ________

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ________

Exemption from FATCA reporting code (if any) ________

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1300 Thomaswood Drive

Requester's name and address (optional)

6 City, state, and ZIP code

Tallahassee, FL 32308

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

5 9 – 2 0 8 8 5 9 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** Pamela A. Grijalva **Date ▶** 7/6/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

RECEIVED
SEP 21 2020

SHUTTS & BOWEN LLP

ATTORNEYS AND COUNSELORS AT LAW

200 SOUTH BISCAYNE BOULEVARD, SUITE 4100
MIAMI, FLORIDA 33131
FORT LAUDERDALE (954) 524-5505 • JACKSONVILLE (904) 899 – 9950 • MIAMI (305) 358-6300 • ORLANDO (407) 423-3200
SARASOTA (941) 552-3500 • TALLAHASSEE (850) 521-0600 • TAMPA (813) 229-8900 • WEST PALM BEACH (561) 835-8500
E-mail: billing@shutts.com

RECEIVED
SEP 21 2020

Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
Donald J Doody, City Attorney

September 14, 2020
Atty No.: 0331
Invoice: 1481632

Client: 51416-0001

Re: ***City of Deerfield Beach Litigation***

For professional services rendered thru: ***August 31, 2020***

Total Service	2,400.00
Total Expense	13.57
Credits Applied	(0.00)
Current Balance Due	**2,413.57**
Prior Balance Due	**11,214.59**
Total Balance Due	**$13,628.16**

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:	51416-0001-1481632

Terms: DUE UPON RECEIPT.
A 1% per month late payment charge will apply on any unpaid balance over 30 days from date of invoice.
Federal I.D. No. 59-0447122

TO ENSURE PROPER CREDIT, PLEASE RETURN ONE COPY OF THE COVER SHEET WHEN MAKING PAYMENT.
THANK YOU.

SHUTTS & BOWEN LLP

ATTORNEYS AND COUNSELORS AT LAW

200 SOUTH BISCAYNE BOULEVARD, SUITE 4100
MIAMI, FLORIDA 33131
FORT LAUDERDALE (954) 524-5505 • JACKSONVILLE (904) 899 – 9950 • MIAMI (305) 358-6300 • ORLANDO (407) 423-3200
SARASOTA (941) 552-3500 • TALLAHASSEE (850) 521-0600 • TAMPA (813) 229-8900 • WEST PALM BEACH (561) 835-8500
E-mail: billing@shutts.com

Town of Hillsboro Beach
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SARASOTA (941) 552-3500 • TALLAHASSEE (850) 521-0600 • TAMPA (813) 229-8900 • WEST PALM BEACH (561) 835-8500
E-mail: billing@shutts.com

Atty No.: 0331
Invoice: 1481632

— SERVICES RENDERED —

Date	Description	Attorney	Hours
07/08/20	Telephone conference with Governor's Deputy General Counsel; review and respond to correspondence.	J7G	1.00
07/10/20	Telephone conference with Governor's Deputy General Counsel; review and respond to correspondence.	J7G	1.00
08/07/20	Follow up regarding status of settlement	JMG	0.10
08/15/20	Review status of settlement and prepare for Dr. Chen trial preparation meeting	JMG	0.10
08/20/20	Preparation meeting with Dr. Chen and counsel to discuss same and additional status and strategy	JMG	2.40
08/24/20	Review status of settlement agreement and related e-mails	JMG	0.10
08/28/20	Assist with settlement	JMG	0.10
	Total Fees for Professional Services:		**$2,400.00**

— FEES SUMMARY —

Attorney	Title		Hours	Rate	Total
Goldstein, Joseph M.	Partner		2.80	500.00	1,400.00
Gonzalez, Jason B.	Partner		2.00	500.00	1,000.00
		Total	**4.80**		**$2,400.00**

SHUTTS & BOWEN LLP

ATTORNEYS AND COUNSELORS AT LAW

200 SOUTH BISCAYNE BOULEVARD, SUITE 4100
MIAMI, FLORIDA 33131
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SARASOTA (941) 552-3500 • TALLAHASSEE (850) 521-0600 • TAMPA (813) 229-8900 • WEST PALM BEACH (561) 835-8500
E-mail: billing@shutts.com

Atty.: 0331
Invoice: 1481632

— EXPENSE ADVANCES —

Date	Description	Amount
	West Law	13.57
	Total Expense Advances	**$13.57**

REINVENTING YOUR CITY

Town of Hillsboro Beach
Attn: Mayor Deborah L. Tarrant
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
Re: Services

General Planning

	Date and Description (date)	(detail)	(hours)
general	6/30/2020	call with Rick Bartell - remove 30/40 palms	0.25
general	7/16/2020	realtor general zoning call	0.25
925	7/2/2020	call w/ GC	0.25
931	6/30/2020	call with Robert Cucinata	0.25
971	7/17/2020	call - text - code research Jeff Cohen	0.50
971 +999	7/20/2020	call-text- code research	0.75
1105	7/14/2020	call, code research, email real estate sign	0.50
1212 #3	7/7/2020	call w/ Architect	0.25
1212 #3	7/8/2020	call w/ Architect zoning, FEMA, alteration level	0.50
1212 #3	7/9/2020	calls w/ Architect	0.50
1212 #3	7/10/2020	coord w/ Architect, Derrick, Steve Mitchell	0.75
1212 #3	7/13/2020	call w/ Architect	0.25
1231	7/27/2020	call Rick Frederick rezoning RM-16 to RM-30	0.50
		Time - hrs.	5.50

Site Plan / Variance Rev.

			(hours)
925 variance / site plan - guest house	7/2/2020	calls w/ Paula + code research	0.75
	7/9/2020	call w/ project manager Brian	0.25
	7/22/2020	call w/ Architect	0.25
			1.25

REINVENTING YOUR CITY

Town of Hillsboro Beach
Attn: Mayor Deborah L. Tarrant
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Hillsboro Beach, FL 33062
Re: Services

995 variance	6/30/2020	drop off plan	Flat Rate #1	
	6/30/2020	coordinate call call w/ Steve + Mac		0.25
	6/30/2020	prep for call w/ Steve + Mac+ call		0.50
	6/30/2020	coordinate w/ Nectaria		0.50
	7/1/2020	call w/ Nectaria		0.25
	7/2/2020	calls - coordinate w/ Sherry + Nectaria		0.50
	7/4/2020	site visit Mac + commissioner		2.00
	7/5/2020	site visit Mac + Mayor		2.00
	7/6/2020	meet w/ Sherry - coordinate		0.50
	7/7/2020	coordinate w/ Nectaria		0.25
	7/7/2020	prep for call on web ex		0.75
	7/7/2020	prep for commission call		0.75
	7/8/2020	commision call + call w/ Necteria		1.00
				9.25
1105 Site Plan Approval	6/30/2020	drop off plan	Flat Rate #1	
	6/30/2020	coordinate call w/ Steve + Mac		0.25
	6/30/2020	prep for call w/ Steve + Ma+ call		0.50
	7/1/1930	calls w/ Annie + Sherry		0.50
	7/2/2020	calls - coordinate w/ Sherry + Annie		0.50
	7/3/2020	site visit		1.25
	7/6/2020	meet w/ Sherry - coordinate		0.50
	7/7/2020	coordinate w/ Annie		0.25
	7/7/2020	prep for call on web ex		0.75
	7/7/2020	prep for commission call		0.50
	7/8/2020	commission call + call w/ Annie		1.00
				6.00
Total Site Plan / Variance Review			Time - hrs.	16.50

REINVENTING YOUR CITY

Town of Hillsboro Beach
Attn: Mayor Deborah L. Tarrant
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
Re: Services

Permitting

Address	Date and Description			(hours)
923	Permit # 85289 rev 93730			
	7/1/2020	site visit		1.50
	7/21/2020	call w/ James Wentzel		0.25
				1.75
951	Permit # 93404 rev#119942			
	7/6/2020	pick up	Flat Rate #3	
	7/6/2020	review		1.00
	7/7/2020	call w/ Matt B&M		0.25
	7/7/2020	drop off	Flat Rate #4	
	7/10/2020	pick up	Flat Rate #5	
	7/15/2020	review		0.75
	7/16/2020	drop off	Flat Rate #6	
				2.00
1007	Permit # (93758) generator			
	7/6/2020	pick up	Flat Rate #3	
	7/6/2020	review + coordinate with Derrick for FEMA approval		1.25
	7/7/2020	drop off	Flat Rate #4	
	7/30/2020	call w/ GC		0.25
				1.50
1007	Permit # (90975)			
	7/31/2020	pick up file for final inspection	Flat Rate #8	
				0.00

REINVENTING YOUR CITY

Town of Hillsboro Beach
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Re: Services

1039 #21 Permit # (120018)			
	7/10/2020 pick up	Flat Rate #5	
	7/15/2020 review file		1.00
	7/16/2020 drop off	Flat Rate #6	
	7/31/2020 pick up	Flat Rate #8	
	7/31/2020 call w/ GC		0.25
			1.25
1057 Permit # (119782)			
	7/31/2020 pick up	Flat Rate #8	
			0.00
1057 Permit # (93702)			
	7/1/2020 pick up	Flat Rate #2	
	7/3/2020 review		1.00
	7/7/2020 drop off	Flat Rate #4	
			1.00
1085 Permit # (120175) rev #1			
	7/1/2020 pick up	Flat Rate #2	
	7/31/2020 review		1.00
			1.00
1107 Permit # (85379) rev93809			
	7/6/2020 pick up	Flat Rate #3	
	7/3/2020 review		1.25
	7/7/2020 drop off	Flat Rate #4	
	7/30/2020 pick up	Flat Rate #7	
	7/31/2020 review + coord w/ Nicole + call w/ GC		1.00
			2.25

REINVENTING YOUR CITY

Town of Hillsboro Beach
Attn: Mayor Deborah L. Tarrant
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
Re: Services

1107	Permit # (85186)permit # 1880408-0			
	7/30/2020	pick up	Flat Rate #7	
	7/31/2020	coordinate- emails w/ Derrick		1.00
				1.00
1160	Permit # (93738) Rev #1			
	7/31/2020	pick up	Flat Rate #8	
				0.00
1200	Permit # (93715)			
	7/6/2020	pick up	Flat Rate #3	
	7/6/2020	review		1.00
	7/7/2020	call w/ Contractor		0.25
	7/7/2020	drop off	Flat Rate #4	
				1.25
1212 #26	Permit # (119603)			
	6/30/2020	call w/ owner		0.25
	7/1/2020	pick up	Flat Rate #2	
	7/3/2020	review		0.75
	7/7/2020	drop off	Flat Rate #4	
				1.00

General Planning Hours	5.50
Site Plan / Variance Review Hours	16.50
Permitting Hours	14.00
Total Hours	36.00
Total Hours	36.00
Hourly Rate	100.00
Sub-total Hourly Services	3600.00
Flat Rate Services:	
8 drop off/pick up at $25 each	200.00
Total Amount Due	$ 3,800.00

REINVENTING YOUR CITY

Town of Hillsboro Beach
Attn: Mayor Deborah L. Tarrant
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
Re: Services

General Planning

	Date and Description (date)	(detail)	(hours)
general	8/4/2020	call from designer - sign	0.25
general	8/12/2020	realtor general zoning call	0.25
951	8/18/2020	call-email-code research Kim- flags	0.75
997	8/14/2020	email code research Camilo Quintones	0.75
997	8/14/2020	call Camilo - accessory structure- code search	0.50
997	8/28/2020	call+email+ code research+CCL	0.75
1057	8/12/2020	call w/ Don - Diamondhead	0.25
1105	8/5/2020	email - temp fence	0.25
	8/14/2020	email - temp fence	0.25
	8/17/2020	call+email+ code research - temp fence = site management plan	0.50
	8/18/2020	email	0.25
	8/19/2020	call w/ Luisa CMP	0.25
1231	8/14/2020	call Realtoo rezoning RM-16 to RM-30	0.25
		Time - hrs.	5.25

Site Plan / Variance Rev.

			(hours)
1200 variance	8/23/2020	email response with Tim Rowe	0.50
	8/26/2020	email Tim Rowe - review	0.50
	8/28/2020	email Tim Rowe	0.25
			1.25
Total Site Plan / Variance Review		Time - hrs.	1.25

REINVENTING YOUR CITY

Town of Hillsboro Beach
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Hillsboro Beach, FL 33062
Re: Services

Permitting

Address	Date and Description		(hours)	
923	Permit # 85289 rev 93730			
	8/12/2020	coordinate w/ James Wentez + code research		0.50
	8/27/2020	coordinate site meeting w/ Jeffrey		0.50
	8/28/2020	site meeting		2.50
	8/31/2020	code research email + call		0.75
				4.25
951	Permit # 93404 rev#119942			
	8/12/2020	call w/ Matt B&M -sea wall elev - code research		0.50
	8/19/2020	coordinate w/ Nicole + B&M		0.25
	8/20/2020	emails		0.25
				1.00
969	Permit # (85168)			
	8/7/2020	pick up	Flat Rate #4	
	8/10/2020	review		1.00
	8/13/2020	final inspection		1.50
	8/14/2020	drop off	Flat Rate #5	
				2.50
999	Permit # (93190)			
	8/3/2020	pick up	Flat Rate #1	
	8/3/2020	review		2.00
	8/4/2020	drop off	Flat Rate #2	
	8/14/2020	email, text, code research seawall req		0.75
	8/19/2020	call w/ GC Hal - discuss comments		0.50
	8/24/2020	call w/ James Wentzel - seawall		0.50
	8/31/2020	call + email w/ James Wentzel - Hal Bomar		0.50
				4.25

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Re: Services

1007	Permit # (90975)			
	8/3/2020	review		1.00
	8/4/2020	drop off	Flat Rate #2	
				1.00
1039 #21	Permit # (120018)			
	8/3/2020	review - need site visit		0.50
	8/4/2020	site visit		1.25
	8/10/2020	review		1.00
	8/14/2020	drop off	Flat Rate #5	
				2.75
1057	Permit # (119782)			
	8/3/2020	review + email Steve Mitchell		1.00
	8/4/2020	discuss w/ Steve		0.25
	8/5/2020	site visit		1.25
	8/5/2020	calls w/ GC		0.50
	8/10/2020	review		1.00
	8/17/2020	coordination call		0.25
	8/26/2020	calls with Eng Martin Pilote + research FDOT info		0.75
	8/28/2020	call with Eng Martin Pilote		0.25
	8/28/2020	call with Derrick		0.25
				5.50
1057	Permit # (93702)			
	8/19/2020	pick up	Flat Rate #6	
	8/21/2020	review		0.75
	8/21/2020	drop off	Flat Rate #7	
				0.75

REINVENTING YOUR CITY

Town of Hillsboro Beach
Attn: Mayor Deborah L. Tarrant
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Hillsboro Beach, FL 33062
Re: Services

1085	Permit # (120175) rev #1			
	8/4/2020	review file		0.50
	8/6/2020	final inspection		1.50
	8/7/2020	drop off	Flat Rate #4	
				2.00
1107	Permit # (85379) rev93809			
	8/3/2020	email from Jason; coordinate + forward to Derrick - search prior email		1.00
	8/6/2020	final inspection		1.25
	8/7/2020	drop off	Flat Rate #4	
	8/12/2020	v-zone certificate emailed Nicole to Derrick		0.25
	8/12/2020	v-zone certificate coordinate w/ Derrick+Nicole		0.50
	8/21/2020	v-zone certificate coordinate w/ Derrick+Nicole		0.50
				3.50
1107	Permit # (85186)permit # 1880408-0 dock			
	8/12/2020	calls w/ Chris Bryant		0.25
	8/13/2020	calls + email w/ Chris Bryant + Nicole		0.75
	8/14/2020	site visit		1.25
	8/19/2020	review file, need to submit revision, coordinate w/ Nicole + GC		1.00
	8/20/2020	call with Chris B&M Marine		0.25
	8/23/2020	review rev #4		1.00
	8/23/2020	coordinate w/ Derrick + B&M Marine		0.75
	8/24/2020	call with Chris B&M Marine		0.25
	8/27/2020	email with Chris B&M Marine		0.25
				5.75
1159	Permit # (89529) rev 89651			
	8/19/2020	pick up	Flat Rate #6	
	8/21/2020	review		1.25
	8/21/2020	drop off	Flat Rate #7	
				1.25

REINVENTING YOUR CITY

Town of Hillsboro Beach
Attn: Mayor Deborah L. Tarrant
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
Re: Services

1160	Permit # (93738) Rev #1			
	8/3/2020	review		0.75
	8/4/2020	final inspection		1.50
	8/5/2020	drop off	Flat Rate #3	
				2.25
1212 #6	Permit # 120577			
	8/19/2020	pick up	Flat Rate #6	
	8/20/2020	text from owner		0.25
	8/21/2020	review		0.75
	8/21/2020	drop off	Flat Rate #7	
	8/24/2020	coordinate w/ Steve		0.25
	8/25/2020	call w/ owner		0.25
				1.50
1212 #6	Permit # 1811029-0			
	8/4/2020	review file		0.50
	8/6/2020	meet w/ Steve		1.25
	8/13/2020	final inspection		1.00
	8/14/2020	review file + calls + text w/ owner		0.50
				3.25

General Planning Hours	5.25
Site Plan / Variance Review Hours	1.25
Permitting Hours	41.50
Total Hours	48.00
Total Hours	48.00
Hourly Rate	100.00
Sub-total Hourly Services	4800.00
Flat Rate Services:	
7 drop off/pick up at $25 each	175.00
Total Amount Due	$ 4,975.00

Sweetapple, Broeker & Varkas

4800 North Federal Highway Suite 306D
Boca Raton, Fl 33431
Phone: 561-392-1230 | Fax: 561-394-6102

Invoice # 10996

Account Statement

Prepared for Mayor Tarrant

Re: Hillsboro Beach v Deerfield Beach Re: Litigation #1927

Previous Balance	$5,425.00
Current Charges	$5,900.00
New Balance	$11,325.00
Adjustments	$0.00
Payments	($4,875.00)
Now Due	$11,325.00

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: September 25, 2020
Invoice Number: 10996
Invoice Amount: $5,900.00

Matter: Hillsboro Beach v Deerfield Beach Re: Litigation #1927

Attorney's Fees

8/27/2020	Review and conference Cindy. Long conference Mayor re settlement pitfalls and strategy.	R.S.	.75	$375.00
8/28/2020	Client counsel conference. Conference Cindy.	R.S.	1.40	$700.00
9/1/2020	Conferences Tim and Joe. Conference Jason.	R.S.	.50	$250.00
9/1/2020	Conference Cindy and Tim.	R.S.	.10	$50.00
9/3/2020	Zoom Conference mediator and team.	R.S.	1.50	$750.00
9/4/2020	Review and respond multiple.	R.S.	.20	$100.00
9/4/2020	Additional review and respond re proposed revisions.	R.S.	.25	$125.00
9/8/2020	Review memo.	R.S.	.10	$50.00
9/10/2020	Review and confer Cindy.	R.S.	.40	$200.00
9/11/2020	Review revisions. Lawyers conference. Conference Mayor	R.S.	1.30	$650.00
9/14/2020	Review revised language and long conference with Cindy re settlement issues. Review memo from mayor and conference	R.S.	.75	$375.00
9/15/2020	Review email and redline. Conference Mayor.	R.S.	.20	$100.00
9/18/2020	Conference Mayor.	R.S.	.10	$50.00
9/21/2020	Initial review chart.	R.S.	.10	$50.00
9/23/2020	Review comparison chart. Prep for shade session. Conference Cindy.	R.S.	.80	$400.00
9/23/2020	Shade meeting and conferences.	R.S.	2.25	$1,125.00
9/24/2020	Review and conferences Mayor. Re Ganz.	R.S.	.40	$200.00
9/25/2020	Friday briefing. Conferences Mayor and Cindy.	R.S.	.70	$350.00
SUBTOTAL:			11.80	$5,900.00

Costs

SUBTOTAL:	$0.00

Matter Ledgers

8/27/2020	Balance before last invoice	$8,325.00
8/27/2020	Invoice 10979	$1,975.00
9/16/2020	Town Hillsboro Ck #106716 for Inv #10941	($4,875.00)
9/25/2020	Invoice 10996	$5,900.00
SUBTOTAL:		$11,325.00

TOTAL $5,900.00

PREVIOUS BALANCE DUE $5,425.00

CURRENT BALANCE DUE AND OWING $11,325.00

Attorney's Fees Table

Attorney Name	Billing Units	Attorney Rate	Total
Robert Sweetapple	11.80	$500.00	$5,900.00

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

09/30/2020

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

ACCOUNT NO: 1182-0606490
STATEMENT NO: 32851

Attn: Mac Serda, Town Manager

General Matters

			HOURS
08/25/2020	DJD	Address Seawall Ordinance in relation to flood plan, management code provisions; prepare resolutions for agenda; initial review of revised ILA.	2.40
08/26/2020	DJD	Prepare agenda related Resolutions. Telephone conference call with Steve Mitchell; review revision to ILA with Deerfield Beach.	1.80
08/28/2020	DJD	Initial review of agenda.	0.70
08/31/2020	DJD	Prepare for Town Commission Meeting; telephone conference call with Joe Arenal; telephone conference call with Town Manager.	1.30
09/01/2020	DJD	Prepare for and attend virtual Town Commission meeting.	3.40
09/02/2020	DJD	Participate in conference call Re: potential development.	1.20
09/03/2020	DJD	Review code provisions; telephone conference call with Mac Serda and Joe Arenal.	0.50
09/04/2020	DJD	Provide response to inquiry from Town Manager; review emails.	0.40
09/08/2020	DJD	Prepare resolutions for Budget and Millage. Telephone conference call with Town Clerk Re: public records request.	0.80
09/10/2020	SMS	review of agenda items and latest agreements for drafting of amendment to agreement with Waste Pro	1.60
	DJD	Continuation of developing Amendment to Agreement with Waste Pro; Telephone conference call with Mayor and Town Manager.	1.40
09/11/2020	SMS	review and draft First Amendment to Agreement with Waste Pro for renewal and amendment to scope of services.	1.80
	DJD	Telephone conference call with Town Manager; address Agreement with Broward County.	0.50
09/14/2020	DJD	Prepare for and attend Special Meeting of Town Commission; review emails.	1.70
09/15/2020	DJD	Telephone conference call with Town Manager; address Employment Agreement.	0.80
09/16/2020	DJD	Prepare Resolutions and review Minutes.	0.90

			HOURS	
09/17/2020	SMS	draft Waste Pro First Amendement and correspondences with TM related to amendment to Scope of Work	1.70	
	DJD	Telephone conference call with Joe Arenal; review Liquor License Application; review 1st Amendment with Waste Pro; Telephone conference call with Town Manager.	1.10	
09/18/2020	SMS	correspondences and finalization on Waste Pro First Amendment	0.40	
	DJD	Review public records request; Telephone conference call with Joe Arenal; review Waste Pro Scope of Services.	0.70	
09/21/2020	DJD	Telephone conference call with Debbie Orshefsky, Esq.	0.40	
09/22/2020	DJD	Participation in conference call with Mayor, Town Manager, and Debbie Orshefsky.	0.80	
09/23/2020	DJD	Prepare for and attend Special Meeting of the Town Commission Meeting.	1.80	
09/24/2020	DJD	Review Variance Application.	0.30	
09/28/2020	DJD	Telephone conference call with Mario Sotolongo and Mac Serda; Telephone conference call with lawyer Re: exclusion zone; review Emergency Order Re: vacation rentals.	1.20	
09/29/2020	DJD	Review code sections and Florida Statues Re: exclusion zone.	0.60	
		FOR CURRENT SERVICES RENDERED	30.20	6,795.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. DOODY	24.70	$225.00	$5,557.50
SEAN M. SWARTZ	5.50	225.00	1,237.50

Photocopies	177.45
TOTAL EXPENSES THRU 09/29/2020	177.45
TOTAL CURRENT WORK	6,972.45
BALANCE DUE	$6,972.45

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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09/30/2020

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

ACCOUNT NO: 1182-1200986
STATEMENT NO: 32852

Attn: Mac Serda, Town Manager

Deerfield Beach

			HOURS
08/25/2020	DJD	Review status of Settlement Agreement and Exhibit A.	0.40
08/26/2020	DJD	Telephone conference call with counsel for Deerfield; Telephone conference call with Cindy Laquidara and Tim Perry.	1.80
08/28/2020	DJD	Participate in conference call;	1.00
09/03/2020	DJD	Participate in conference call with mediator.	1.60
09/04/2020	DJD	Review emails.	0.40
09/09/2020	DJD	Telephone conference call with Tim Perry and Cindy Laquidara, Esq.; review emails.	0.80
09/11/2020	DJD	Participate in conference call.	0.90
09/15/2020	DJD	Telephone conference call with Cindy Laquidara; review Settlement Agreement.	1.20
09/16/2020	DJD	Address shade session and potential settlement.	1.30
09/17/2020	DJD	Address status of Settlement Agreement; Review emails.	0.50
09/18/2020	DJD	Participate in conference call; Telephone call with Cindy Laquidara; prepare for Shade Session.	1.10
09/21/2020	DJD	Participate in separate telephone conference call with members of the Town Commission; address open issues.	2.90
09/22/2020	DJD	Telephone conference call with Town Commissioners; Telephone conference call with Cindy Laquidara; Telephone conference call with Town Manager, Mac Serda; Prepare for Shade Session.	2.70
09/23/2020	DJD	Prepare for shade session; participate in shade session; Telephone conference call with Town Commission member.	1.80
09/24/2020	DJD	Telephone conference call with Cindy Laquidara; review revisions to Settlement Agreement.	0.40
09/25/2020	DJD	Telephone conference call with Cindy Laquidara and Tim Perry; participate in telephone conference.	1.60

TOWN OF HILLSBORO BEACH

09/30/2020

ACCOUNT NO: 1182-1200986
STATEMENT NO: 32852

Deerfield Beach

			HOURS	
09/28/2020	DJD	Address potential settlement and review update.	0.70	
		FOR CURRENT SERVICES RENDERED	21.10	4,747.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. DOODY	21.10	$225.00	$4,747.50

Photocopies	10.50
TOTAL EXPENSES THRU 09/29/2020	10.50
TOTAL CURRENT WORK	4,758.00
BALANCE DUE	$4,758.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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09/30/2020

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

ACCOUNT NO: 1182-1200989
STATEMENT NO: 32853

Attn: Mac Serda, Town Manager

Purchase from Winter Sun Investments LLC
1205 and 1206 Hillsboro Mile, Hillsboro Beach FL

			HOURS	
09/24/2020	DJD	Review of email; Review -- Net Lease; Telephone conference call with David Hardin; Draft Memorandum.	2.30	
09/25/2020	DJD	Finalize Memorandum.	0.50	
		FOR CURRENT SERVICES RENDERED	2.80	630.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. DOODY	2.80	$225.00	$630.00

TOTAL CURRENT WORK 630.00

BALANCE DUE $630.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

ND

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09/30/2020

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

ACCOUNT NO: 1182-1200991
STATEMENT NO: 32854

Attn: Mac Serda, Town Manager

adv. State of Florida (Bond Validation 2020)

			HOURS	
08/03/2020	IR	Receipt and review of the Plaintiff, Town of Hillsboro Beach's Notice of Filing the evidentiary hearing transcript, from June 23, 2020, before the Honorable Judge Haimes [97 pages];	0.80	
09/02/2020	DJD	Review initial draft of Brief.	0.80	
09/03/2020	DJD	Review of draft brief; review changes suggested by Mark Raymond. Esq.	1.60	
09/04/2020	DJD	Review revised Brief.	1.20	
09/08/2020	DJD	Review email from Mayor; complete review and finalize suggested revisions to Brief; review Mark Raymond's revision.	1.30	
09/09/2020	DJD	Review revisions to Brief; review Brief as filed with Supreme Court.	1.60	
09/10/2020	DJD	Receipt of Memo from Greg Stewart and exchange of emails.	0.50	
09/21/2020	DJD	Telephone conference call with Mayor and Town Manager.	0.50	
09/22/2020	DJD	Telephone conference call with Greg Stewart Re: Shade Session.	0.30	
09/23/2020	DJD	Telephone conference call with Town Commissioners Re: Shade.	1.20	
		FOR CURRENT SERVICES RENDERED	9.80	2,125.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. DOODY	9.00	$225.00	$2,025.00
INGRID RIERA	0.80	125.00	100.00

Photocopies	16.80
TOTAL EXPENSES THRU 09/29/2020	16.80
TOTAL CURRENT WORK	2,141.80
BALANCE DUE	$2,141.80

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09/30/2020

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

ACCOUNT NO: 1182-1200992
STATEMENT NO: 32855

Attn: Mac Serda, Town Manager

adv. David Pratt (Seagrape Revocable Trust) Appeal

			HOURS	
09/02/2020	SMS	review appellee's response to writ	0.40	
09/03/2020	DJD	Continued review of Response filed by 421DD LLC.	0.70	
09/04/2020	SMS	draft/review Memo on Applicant's response	0.30	
		FOR CURRENT SERVICES RENDERED	1.40	315.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. DOODY	0.70	$225.00	$157.50
SEAN M. SWARTZ	0.70	225.00	157.50

Photocopies	3.15
TOTAL EXPENSES THRU 09/29/2020	3.15
TOTAL CURRENT WORK	318.15
BALANCE DUE	$318.15

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

Invoice

moffatt & nichol

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

September 30, 2020
Invoice No: 754469

M&N Project 9225-02 Hillsboro Beach Coastal Engineering
Contract No. or Purchase Order No. :00000

Professional Services from August 30, 2020 through September 26, 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	100.00	2,200.00	1,980.00	220.00
Total Fee	45,500.00		45,500.00	45,280.00	220.00
	Total				**220.00**

Total this Phase **$220.00**

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
	Total				**0.00**

Total this Phase **0.00**

Phase 3 Construction Administration

Task a Construction Administration (T&M)

Check Lockbox Account	ACH Information	Domestic Wire
Payable to: Moffatt & Nichol	Bank / Account Name: Union Bank / Moffatt & Nichol	Acct No.: 4501065066
P.O. Box 51760	Address: 400 California St. San Francisco, CA 94104	Routing No.: 122000496
Los Angeles, CA 90051-0068	Account Number: 64963107	International Wire
ClientPayments@moffattnichol.com	Fed Routing Number: 021052053	Acct No.: 4501065066
		Swift Code: BOFCUS33MPK

Professional Personnel

	Hours	Rate	Amount	
Principal/Environmental Mngr				
Blankenship, Timothy	1.75	250.00	437.50	
	1.75		437.50	
Total Labor				**437.50**

	Current	Prior	To-Date
Total Billings	437.50	29,794.00	30,231.50
Limit			31,700.00
Remaining			1,468.50

Total this Task **$437.50**

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
	Total				**0.00**

Total this Task **0.00**

Total this Phase **$437.50**

Phase 4 Resident Project Representative (T&M)

Professional Personnel

	Hours	Rate	Amount	
Eng II/Environmental Scientist				
Brower, Jacqueline	2.00	139.00	278.00	
Staff Engineer/Scientist				
Jonaitis, Lauren	1.05	95.00	99.75	
	3.05		377.75	
Total Labor				**377.75**

	Current	Prior	To-Date
Total Billings	377.75	35,280.75	35,658.50
Limit			44,700.00
Remaining			9,041.50

Total this Phase **$377.75**

Phase 5 Post-Construction Physical Monitoring

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

Check Lockbox Account	ACH Information	Domestic Wire
Payable to: Moffatt & Nichol	Bank / Account Name: Union Bank / Moffatt & Nichol	Acct No.: 4501065066
P.O. Box 51760	Address: 400 California St. San Francisco, CA 94104	Routing No.: 122000496
Los Angeles, CA 90051-0068	Account Number: 64963107	International Wire
ClientPayments@moffattnichol.com	Fed Routing Number: 021052053	Acct No.: 4501065066
		Swift Code: BOFCUS33MPK

	Total	**0.00**
	Total this Phase	**0.00**

Phase 6 Environmental Permit Compliance

Task a Pre-Construction Biological Surveys

Tasks	**Contract Amount**	**Percent Complete**	**Earned To Date**	**Previous Invoices**	**Current Invoice**
6a Pre-Construction Biological Survey	13,645.00	100.00	13,645.00	12,280.50	1,364.50
Total Fee	13,645.00		13,645.00	12,280.50	1,364.50
	Total				**1,364.50**
			Total this Task		**$1,364.50**

Task b Permit Compliance Documentation (T&M)

Professional Personnel

	Hours	**Rate**	**Amount**	
Principal/Environmental Mngr				
Blankenship, Timothy	.10	250.00	25.00	
	.10		25.00	
Total Labor				**25.00**

	Current	**Prior**	**To-Date**
Total Billings	25.00	2,923.00	2,948.00
Limit			2,950.00
Remaining			2.00

Total this Task	**$25.00**
Total this Phase	**$1,389.50**

Phase 7 FEMA Coordination

Tasks	**Contract Amount**	**Percent Complete**	**Earned To Date**	**Previous Invoices**	**Current Invoice**
FEMA Coordination	8,250.00	75.00	6,187.50	4,125.00	2,062.50
Total Fee	8,250.00		6,187.50	4,125.00	2,062.50
	Total				**2,062.50**
			Total this Phase		**$2,062.50**

Phase 8 2020 Post-Con 6 Month Physical Monitori

Total	16,950.00		
Percent Complete	75.00	Total Earned	12,712.50
		Previous Fee Billing	0.00

Check Lockbox Account	ACH Information	Domestic Wire
Payable to: Moffatt & Nichol	Bank / Account Name: Union Bank / Moffatt & Nichol	Acct No.: 4501065066
P.O. Box 51760	Address: 400 California St. San Francisco, CA 94104	Routing No.: 122000496
Los Angeles, CA 90051-0068	Account Number: 64963107	**International Wire**
ClientPayments@moffattnichol.com	Fed Routing Number: 021052053	Acct No.: 4501065066
		Swift Code: BOFCUS33MPK

Current Fee Billing	12,712.50	
Total		**12,712.50**
Total this Phase		**$12,712.50**

Phase 9 2020 Post-Con 6 Mth Phys Monitor(T&M)

Professional Personnel

	Hours	Rate	Amount	
Eng II/Environmental Scientist				
Brower, Jacqueline	4.00	139.00	556.00	
	4.00		556.00	
Total Labor				**556.00**
Total this Phase				**$556.00**

TOTAL DUE THIS INVOICE (USD):	**$17,755.75**

Check Lockbox Account	ACH Information	Domestic Wire
Payable to: Moffatt & Nichol	Bank / Account Name: Union Bank / Moffatt & Nichol	Acct No.: 4501065066
P.O. Box 51760	Address: 400 California St. San Francisco, CA 94104	Routing No.: 122000496
Los Angeles, CA 90051-0068	Account Number: 64963107	**International Wire**
ClientPayments@moffattnichol.com	Fed Routing Number: 021052053	Acct No.: 4501065066
		Swift Code: BOFCUS33MPK

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 80478
Date 09/30/2020

Project **179902 HILLSBORO BEACH BUILDING CODE**

Billing period through September 30, 2020

CGA PM: Shellie Ransom-Jackson

emailto: Mac Serda (mserda@townofhillsborobeach.com)

cc: Stephen.Bloom@inframark.com
terri.lusk@inframark.com
ranathan@townofhillsborobeach.com
Sherry D. Henderson (shenderson@townofhillsborobeach.com)
Billing 85% of Permit Fees Collected

Description		Contract Amount	Prior Billed	Current Billed
65-100 BUILDING CODE SERVICES		0.00	722,396.14	16,971.19
	Total	0.00	722,396.14	16,971.19

Invoice total **16,971.19**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
79670	08/31/2020	14,694.04		14,694.04			
80478	09/30/2020	16,971.19	16,971.19				
	Total	31,665.23	16,971.19	14,694.04	0.00	0.00	0.00

The Town of Hillsboro Beach
All Fees Collected

Start Date: 9/1/2020
End Date: 9/30/2020

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	$19,289.63	$2,893.44	$2,450.00	$2,137.50	$575.00	$16,396.19	$410.20	$237.42	$179.43
YTD	**$311,700.65**	**$46,755.10**	**$8,600.00**	**$8,662.50**	**$2,250.00**	**$264,945.55**	**$5,409.49**	**$3,189.56**	**$2,401.92**

TOWN OF HILLSBORO BEACH

Jay Szesnat, Chief of Police
jszesnat@townofhillsborobeach.com

Hillsboro Beach Police
AUGUST 2020 Activity Report

Marine	Aug-20	Prior Month	Aug-19
Total Number of Marine Contacts	112	67	26
Total Number of Boats Removed From Swim Zone	85	43	0
Total Number of Wake/Safety Education Given/Noise Complaints	112	67	26
Hours of Marine Patrol	88	122	74
Hours of ATV Patrol	18	19	16
Traffic/Pedestrian/Cyclist			
Total Number of Traffic Contacts	36	27	39
Total Number of Trespassers Removed	118	138	25
Total Number of Cyclist Contacts	378	313	34
Hours Conducting Crosswalk Enforcement	54	14	26
Hours Of Bike Patrol	0	0	0
Activity			
Total Number of Sick/Deceased/Injured Calls For Service	10	19	9
CUSHIONS (Call Urgent Sick Hospitalized Individuals On Next Shift)	10	16	9
Total Number of Arrests	1	0	0
Total Number of Crashes	2	1	2
Service Calls	318	322	131

Attached: Crash Report, Complaints and Monthly Activity Report Breakdown.

Submitted by:

Jay Szesnat, Chief of Police

9/24/20
Date

TOWN OF HILLSBORO BEACH

Patrol Activity

AUGUST 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	150															
Major O'Neill																
Lt. Pugliese	575							11								
Sgt. Mastandrea	743		4		149	12	317	110	15							
Sgt. Clark	1093		5		104	46	459	111	45	26				8		
Sgt. Gianino	801		2			6	432	30	8				1	2		
Sgt. Kirchoff	1091		2				1091	40	13	9			10			
Ofc. McGrath	946		5	3	6		663	47	30	7			2			
Ofc. Kelly	1113	1	2		44		458	92	36	1			3		6.5	
Ofc. Steel	1054		10	48		44	940	117	88	11				7	11	
Ofc. Nolan	559						291	11					2			
Ofc. Stengel	672		1			4	920	21	22				2	1		
Ofc. Pope	456		4		12		90	53	15			1	6			
Ofc. Torres	1192		5		63		675	59	30							
Ofc. Bukata				10											14	
Ofc. MacLellan				51											79.5	
Monthly Totals	**10445**	**1**	**40**	**112**	**378**	**112**	**6336**	**702**	**302**	**54**	**0**	**1**	**26**	**18**	**111**	**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
AUGUST 2020

Location	Injury	No Injury	Fatal	Total
975 Hillsboro Mile	1			1
1222 Hillsboro Mile		1		1
Total	1	1		2

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	1
Other	0
Total	2

1210 Hillsboro Mile • Hillsboro Beach, FL 33062 • Phone: 954-427-6600 • Fax: 954-427-7428
www.hillsborobeachpd.org

TOWN OF HILLSBORO BEACH

Investigation Activity

AUGUST 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	2	1	1
Burglary/Grand Theft		1	
Petit Theft		2	
Property Damage		1	
Criminal Mischief			2
Unlicensed Contractor			1
Burglary Structure			1
Fraud			2
Criminal Mischief			1
Identity Theft	6		
Burglary Vessel	1		
Trespass			2
Sexual Battery			1
Battery on Elderly			1
Simple Battery			1
New			

TOWN OF HILLSBORO BEACH

Jay Szesnat, Chief of Police
jszesnat@townofhillsborobeach.com

Bias Based Profiling
AUGUST 2020

	Traffic Contacts		*Arrests (including traffic)*		
	Male	Female	Male	Female	
White	22	8		1	
Black	3	2			
Asian					
Native American					
Other					
Total	25	10	0	1	36

1210 Hillsboro Mile • Hillsboro Beach, FL 33062 • Phone: 954-427-6600 • Fax: 954-427-7428
www.hillsborobeachpd.org

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	67.2					586.5
2-O'Neill	Police	0.0	14.2	31.3	0.0	0.0	14.5	0.0	0.0					60.0
3-Pugliese	Police	74.9	60.3	65.1	66.5	66.1	34.5	96.6	49.4					513.4
4-Mastandrea	Police	52.0	137.3	82.0	180.3	142.7	90.5	5.4	115.5					805.7
5-Clark	Police	193.5	170.6	110.5	193.2	237.8	7.9	8.4	12.3					934.2
6-Gianino	Police	0.0	0.0	0.0	10.2	65.1	145.7	134.7	67.2					422.9
7-Kirchoff	Police	12.6	13.2	1.7	34.0	84.8	129.8	189.7	107.4					573.2
8-McGrath	Police	135.4	149.0	152.9	189.0	165.8	14.8	73.6	117.6					998.1
9-Kelly	Police	47.8	0.0	10.3	0.0	76.7	71.8	69.1	0.0					275.7
10-Steel	Police	118.8	118.2	157.7	102.7	148.1	25.4	0.0	5.2					676.1
11-Nolan	Police	77.4	36.5	9.2	26.1	16.1	155.4	104.0	48.4					473.1
12-Pope	Police	0.0	66.3	1.9	82.3	15.9	14.6	19.6	23.7					224.3
13-Stengel	Police	14.0	0.0	43.9	29.8	0.0	27.6	11.1	61.0					187.4
14-Torres	Police	47.9	0.0	49.8	48.3	56.4	64.4	29.2	44.4					340.4
16-MacLellan	Police	0.0	0.0	0.0	0.0	0.0	69.7	122.5	151.7					343.9
18-Beauparlant	Police	207.4	151.0	118.4	117.1	103.7	128.0	116.3	117.8					1059.7
17-Bukata	Police	0.0	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	0.0					66.2
Police Totals	**TOTALS**	1110.9	1015.5	940.4	1192.5	1211.1	1054.0	1027.6	988.8	0.0	0.0	0.0	0.0	8540.8

Gas Usage Water Department

Employee	Department	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total Gallons
19-Garray	Water Dept	45.9	37	0	18	16.3	36.9	39.3	18.4					211.8
20-Bullard	Water Dept	57.3	83.7	103.4	55.7	56.8	58.7	119.6	26.3					561.5
21-Charles	Water Dept	20.4	59.8	36.7	43.9	36.8	0	16.8	67.5					281.9
22-Knapstein	Water Dept	0	0	0	0	0	0	0	0					0
23-Rivera	Water Dept	0	0	0	0	0	0	0	0					0
Water Totals		123.6	180.5	140.1	117.6	109.9	95.6	175.7	112.2	0	0	0	0	1055.2

Gas Tank 38 1/2'" = 2527 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	4,901					26,151
161	2,491	2,286	2,535	1,259	3,946	3,703	4,029	4,620					24,869
162	24	540	45	343	46	10	18	47					1,073
163	4,257	2,438	2,112	4,400	4,200	4,614	1,488	877					24,386
164	2,468	2,463	2,455	1,952	840	552	682	812					12,224
166	1,289	1,247	1,451	1,399	1,221	767	1,713	1,020					10,107
TOTAL	12,686	12,346	12,734	13,651	12,609	10,301	12,206	12,277	0	0	0	0	98,810
GALLONS	1,110.90	1,016	940	1,193	1,211	1,054	1,028	988.8					8,541

Specialty Vehicles PD

Marine 1	40	3	4.2	51.2	97	74.5	111.2	88					469.1
ATV	8.7	6.6	8.7	15	24	20	19	18					120

Water Department

170	577	532	311	194	69	137	131	97					2,048
171	105	47	55	0	4	8	18	0					237
172	502	473	637	439	666	472	527	405					4,121
173	199	236	218	100	47	116	124	295					1,335
174	0	0	150	538	559	571	403	720					2,941
TOTAL	1,383	1,288	1,371	1,271	1,345	1,304	1,203	1,517	0	0	0	0	10,682
GALLONS	123.6	180.5	140.1	118	110	96	176	112.2					1,055

Vehicle/Mileage Recap AUGUST 2020

Unit	Type	Primary Use	EOM	BOM	CMM	PMM	INC/DEC
160	SUV	Road Patrol	8,440	3,539	4,901	4,276	625
161	SUV	Road Patrol	8,293	3,673	4,620	4,029	591
162	Crown Vic.	Training/Decoy	124,345	124,301	44	18	26
163	SUV	Road Patrol	50,284	49,407	877	1,488	-611
164	Charger	Chief	70,850	70,038	812	682	130
166	Charger	Major	174,344	173,324	1,020	1,713	-693
			Police	**Police**	12,274	12,206	68
170	Pickup Truck	Maintenance	93,897	93,800	97	131	-34
171	Pickup Truck	Maintenance	91,131	91,131	0	18	-18
172	Pickup Truck	Water Dept	53,325	52,920	405	527	-122
173	Pickup Truck	Water Dept	3,980	3,685	295	124	171
174	Pickup Truck	Water Dept	3,141	2,421	720	403	317
			Water Dept	**Water Dept**	1,517	1,203	314
			EOMH	**BOMH**	**CMH**	**PMH**	**INC/DEC**
M1	Boat	Patrol	1637.7	1549.7	88	111.2	-23
165	ATV	Patrol	95.6	77.5	18	19	-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

TOWN OF HILLSBORO BEACH

FINANCIAL REPORT

AUGUST 31, 2020

Meeting Date: October 6, 2020

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GENERAL FUND

Overview

- Deficit of $119 thousand through August. (Total funding over/under Expenditures)

Revenue / Other Sources

- Total funding for August was at 97.8% of the annual budget (excluding use of fund balance).
- Revenue from property tax collections is 99.4% through August.

Description	Budget	Actual	% of Budget
Property Taxes	$ 4,715,939	$ 4,689,533	99.4%
Other Local Taxes	270,000	238,591	88.4%
Intergovernmental Revenues	178,949	151,114	84.4%
Fines & Forfeitures	5,100	2,616	51.3%
Miscellaneous Revenues	45,000	52,176	115.9%
Interest Income	48,000	97,569	203.3%
Transfer In	133,000	45,833	34.5%
Total Funding	**$ 5,395,988**	**$ 5,277,432**	**97.8%**

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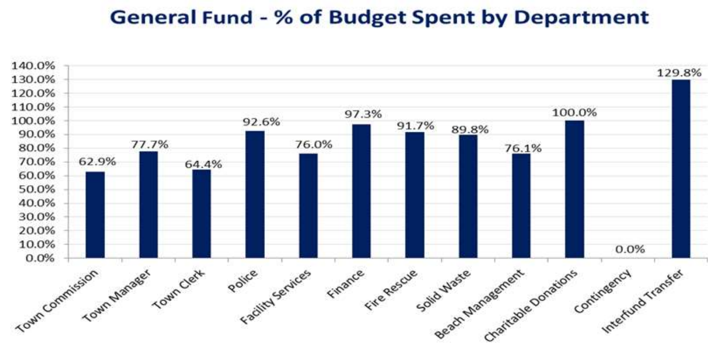
GENERAL FUND

Expandenditures

- Total expenditures – Favorable at 88.5% of the annual budget.



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August 2020 Financial Report

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SPECIAL REVENUE FUNDS

Fund Highlights

- Total funding and expenditures for these funds mostly net to zero.
  - Community Bus Fund – Surplus of $28.3 thousand due to County Transportation Grant.
    - Revenue collected is 116.2% of annual budget or $95.2 thousand.
    - Expenses are 81.7% of annual budget or $66.9 thousand.
  - Marine Law Enforcement Fund – 79.1% of budget or $24 thousand.
  - Permitting, P&Z, Code Compliance – 74.8% of budget or $324.1 thousand.
    - Includes $10 thousand transfer for expenditures.
- $387.5 thousand balance in Federal Forfeitures / Asset Sharing Fund (includes interest income).

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August 2020 Financial Report

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OTHER FUNDS

Debt Service Fund – Beach Loan

- Total assessments collected as of August was $752.3 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 August was $4.05 million or 73.8% of the annual budget.

WATER FUND

Overview

- Overall, the water fund had a surplus of $329 thousand.
- Operations had a surplus of $221.7 thousand.
- Balance of surplus is for future debt service payments and repairs & maintenance expenses.
- Debt Service payments made through August were $581.3 thousand or 74.2% of the annual budget.

Revenue/Other Sources

- Total revenue – 97% of the annual budget.
- Total water service revenue – 98.2% of the annual budget.
- The water usage billings through August were up by 6.17% compared to last year at this time.

WATER FUND

Water Usage Comparison

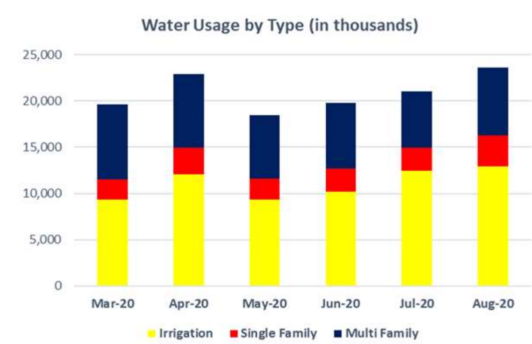
- The chart shows the usage for August by service type, comparing prior year August 2019 and last month usage.
- The total gallons used compared to last month increased by 2,636 thousand gallons or 12.6%.

Service Type	(Prior Yr) Aug-'19	Jul-'20	Aug-'20	Month-to-Month Change: Change in Usage	Month-to-Month Change: % Change
Irrigation	9,678	12,483	12,936	453	3.6%
Single Family	2,611	2,428	3,319	891	36.7%
Multi Family	6,620	6,080	7,372	1292	21.3%
Total	**18,909**	**20,991**	**23,627**	**2,636**	**12.6%**

WATER FUND

Water Usage Trend

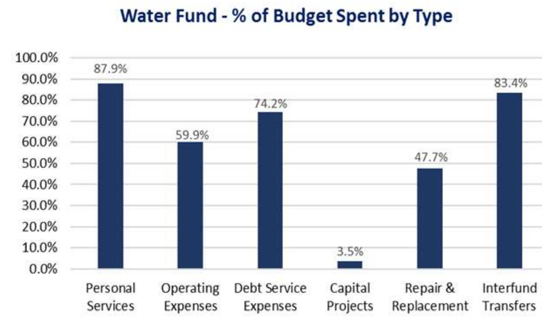
- The charts below compares the water usage by service type for the last 6 months.



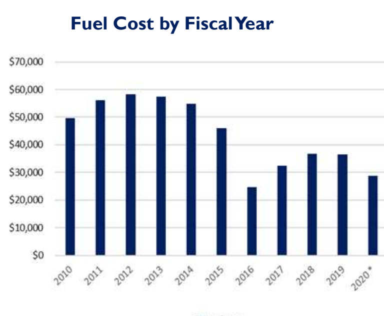
WATER FUND

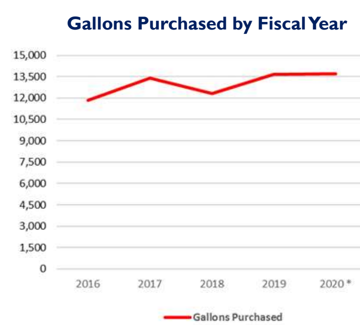
Expenses

- Total expenses through August was at 60.7% 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 August totaled $53 thousand or 7.6% of the annual budget.



FUEL COSTS ANALYSIS





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 *	$28,747	13,708	$2.10

**** FY2020 totals thru August 31, 2020**

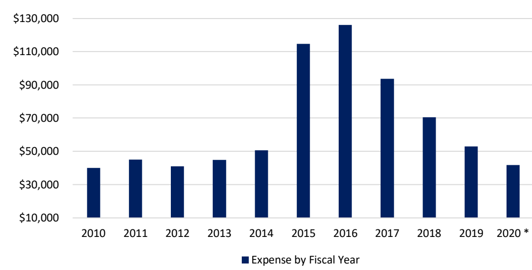
WORKERS' COMPENSATION INSURANCE – PREMIUM COST

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
TOTAL	**$ 33,648**	**$ 517,415**	**$ 169,396**	**$ 720,458**

** FY2020 Totals thru August 31, 2020

Total Expenses by Fiscal Year



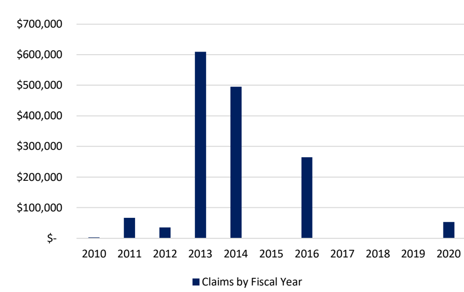
WORKERS' COMPENSATION INSURANCE - ANALYSIS OF CLAIMS

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

** Open Claim amounts thru 5/14/20 – Updated Quarterly

Total Claims by Fiscal Year



MEMORANDUM

TO: Mayor Deb Tarrant and Commissioners
FROM: Stephen Bloom, Finance Director
CC: Commissioner Vicky Feaman, Treasurer / Ken Cassel, Project Manager
DATE: September 16, 2020
SUBJECT: August Financial Report

Please find included in this agenda item the August 2020 financial report. At this point in the fiscal year (through August), the revenues and expenditures should be at approximately 91.67% of the adopted budget. To further assist with your review, an overview of each of the Town's funds is provided below.

General Fund

- Total funding through August was at 86.6% of the annual budget.
  - Ad valorem taxes are 99.2% collected through August.
- Total expenditures through August were at 88.5% of the annual budget.

Special Revenue Funds

Community Bus

- Total funding through August were at 116.2% of the annual budget.
- Total expenditures through August were at 81.7% of the annual budget.

Marine Law Enforcement Grant

- Total funding and expenditures through August were at 79.1% of the annual budget.

Permitting, P&Z, Code Compliance

- Total funding and expenditures through August were at 74.8% of the annual budget.

Federal Forfeitures / Asset Sharing

- Total funds available through August - $387,502.

Debt Service Fund – (Beach Loan)

- Total revenues (Non-Ad valorem assessments) through August 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 August were at 73.8% of the annual budget.

MEMORANDUM

Town of Hillsboro Beach
Subject: August Financial Report
Page 2

Water Fund – (Operations)

- Total funding through August was at 93.5% of the annual budget. The water usage billings through August (YTD) were up by 6.17% compared to last year at the same time. For the month of August, the total gallons used was up by 12.6% or 2,636 thousand gallons compared to last month. The chart below compares the usage for August by category (Single Family, Multi Family, Irrigation) with last month and with the prior year - August 2019. The Change in usage and % change compare current month with prior month.

Usage Comparison in thousands)

				Month-to-Month Change	
Service Type	**(Prior Yr) August-19**	**July-20**	**August-20**	**Change in Usage**	**% Change**
Irrigation	9,678	12,483	12,936	453	3.6%
Single Family	2,611	2,428	3,319	891	36.7%
Multi Family	6,620	6,080	7,372	1,292	21.3%
Total	**18,909**	**20,991**	**23,627**	**2,636**	**12.6%**

- Total expenses through August were at 78.6% of the annual budget.

Debt Service – (State Revolving Loans)

- Total funding through August was 91.7% of the annual budget.
- The loan payment for the water plant on September 15, 2020 was paid on time.
- The loan payment for the water main project on May 15, 2020 was paid on time.

Capital Projects Fund – (Water Fund Improvements)

- Total funding and expenditures through August were 7.6% of the annual budget.

Town of Hillsboro Beach

Financial Report

August 31, 2020

Prepared by

Town of Hillsboro Beach

Table of Contents

Town of Hillsboro Beach

Financial Statements

(Unaudited)

August 31, 2020

Balance Sheet
August 31, 2020

ACCOUNT DESCRIPTION	GENERAL FUNDS	SPECIAL REVENUE FUNDS	DEBT SERVICE FUNDS	CAPITAL PROJECT FUNDS	WATER FUNDS	TOTAL
<u>ASSETS</u>						
Current Assets						
Equity in Pooled Cash	$ 3,452,801	$ 39,780	$ 7,874	$ 96,048	$ 2,730,957	$ 6,327,460
Accounts Receivable	120,337	-	-	-	262,768	383,105
Allow -Doubtful Accounts	(26,072)	-	-	-	(32,305)	(58,377)
Assessments Receivable	-	-	65,736	-	-	65,736
Due From Other Gov'tl Units	33,796	47,971	-	-	-	81,767
Deferred Outflow of Resources	-	-	-	-	84,510	84,510
Fuel	7,800	-	-	-	-	7,800
Money Market Account	-	387,502	-	-	-	387,502
Prepaid Items	95,876	-	-	-	959	96,835
Deposits	350,000	-	-	-	-	350,000
Total Current Assets	4,034,538	475,253	73,610	96,048	3,046,889	7,726,338
Noncurrent Assets						
Fixed Assets						
Buildings	-	-	-	-	2,037,360	2,037,360
Accum Depr - Buildings	-	-	-	-	(727,873)	(727,873)
Distribution System	-	-	-	-	11,713,307	11,713,307
Plant Improvements	-	-	-	-	608,583	608,583
Infrastructure	-	-	-	-	102,068	102,068
Accum Depr - Infrastructure	-	-	-	-	(2,112,528)	(2,112,528)
Equipment	-	-	-	-	140,393	140,393
Meters	-	-	-	-	406,036	406,036
Vehicles	-	-	-	-	80,905	80,905
Accum Depr - Equip/Furniture	-	-	-	-	(518,478)	(518,478)
Total Noncurrent Assets	-	-	-	-	11,729,773	11,729,773
TOTAL ASSETS	**$ 4,034,538**	**$ 475,253**	**$ 73,610**	**$ 96,048**	**$14,776,662**	**$19,456,111**
<u>LIABILITIES</u>						
Current Liabilities						
Accounts Payable	$ 60,268	$ 39,447	$ -	$ 96,048	$ 4,956	$ 200,719
Accrued Expenses	62,280	18,794	-	-	5,158	86,232
DBPR/DCA/BRA Surcharges	-	1,234	-	-	-	1,234
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	74,250	-	-	-	12,293	86,543
Accrued Taxes Payable	5,798	-	-	-	922	6,720

Balance Sheet
August 31, 2020

ACCOUNT DESCRIPTION	GENERAL FUNDS	SPECIAL REVENUE FUNDS	DEBT SERVICE FUNDS	CAPITAL PROJECT FUNDS	WATER FUNDS	TOTAL
Payroll Deduction - Misc.	16,166	-	-	-	5,644	21,810
Deferred Compensation-ICMA 457	2,748	-	-	-	50	2,798
ICMA-Retirement Health Savings	2,607	-	-	-	-	2,607
Flexible Spending Account	(2,713)	-	-	-	(669)	(3,382)
Deposits	8,125	-	-	-	-	8,125
Deferred Revenue	-	-	65,736	-	-	65,736
Total Current Liabilities	255,873	59,475	65,736	96,048	376,003	853,135
Long-Term Liabilities						
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
Total Long-Term Liabilities	-	-	-	-	10,410,927	10,410,927
TOTAL LIABILITIES	**255,873**	**59,475**	**65,736**	**96,048**	**10,786,930**	**11,264,062**
FUND BALANCES / NET ASSETS						
Fund Balances						
Nonspendable:						
Prepaid Items	95,876	-	-	-	-	95,876
Restricted for:						
Debt Service	-	-	7,874	-	-	7,874
Special Revenue	-	415,778	-	-	-	415,778
Unassigned:	3,682,789	-	-	-	-	3,682,789
Net Assets						
Invested in capital assets, net of related debt	-	-	-	-	1,419,796	1,419,796
Unrestricted/Unreserved	-	-	-	-	2,569,936	2,569,936
TOTAL FUND BALANCES / NET ASSETS	**$ 3,778,665**	**$ 415,778**	**$ 7,874**	**$ -**	**$ 3,989,732**	**$ 8,192,049**
TOTAL LIABILITIES & FUND BALANCES / NET ASSETS	**$ 4,034,538**	**$ 475,253**	**$ 73,610**	**$ 96,048**	**$14,776,662**	**$19,456,111**

Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund

For the Period Ending August 31, 2020

(91.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Aug-19	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Property Taxes	$ 4,715,939	$ 4,689,533	$ 26,406	99.4%	$ 4,617,684	$ 71,849
Other Local Taxes	270,000	238,591	31,409	88.4%	241,972	(3,381)
Intergovernmental Revenues	178,949	151,114	27,835	84.4%	407,804	(256,690)
Fines & Forfeitures	5,100	2,616	2,484	51.3%	3,500	(884)
Miscellaneous Revenues	45,000	52,176	(7,176)	115.9%	23,993	28,183
Interest Income	48,000	97,569	(49,569)	203.3%	116,485	(18,916)
Total Revenues	**5,262,988**	**5,231,599**	**31,389**	**99.4%**	**5,411,438**	**(179,839)**
Other Sources						
Transfer In	133,000	45,833	87,167	34.5%	83,669	(37,836)
Use / (Add't) Fund Balance	699,827	-	-	0.0%	-	-
Total Other Sources	**832,827**	**45,833**	**87,167**	**5.5%**	**83,669**	**(37,836)**
TOTAL FUNDING	**6,095,815**	**5,277,433**	**118,555**	**86.6%**	**5,495,108**	**(217,675)**
EXPENDITURES						
Town Commission	48,396	30,430	17,966	62.9%	31,613	1,183
Town Manager	357,123	277,586	79,537	77.7%	260,239	(17,347)
Town Clerk	252,970	162,878	90,092	64.4%	146,792	(16,086)
Police	2,880,753	2,666,841	213,912	92.6%	2,391,395	(275,446)
Facility Services	211,332	160,654	50,678	76.0%	160,066	(588)
Finance	110,639	107,655	2,984	97.3%	98,786	(8,868)
Fire Rescue	819,287	750,986	68,301	91.7%	736,188	(14,798)
Solid Waste	273,714	245,863	27,851	89.8%	245,863	-
Beaches	663,000	504,386	158,614	76.1%	673,841	169,455
Charitable Donations	6,560	6,560	-	100.0%	3,572	(2,988)
Contingency	100,000	-	100,000	0.0%	-	-
TOTAL EXPENSES	**5,723,774**	**4,913,839**	**$ 809,935**	**85.8%**	**4,748,356**	**(165,483)**
Interfund Transfer - Out	372,041	482,965	(110,924)	129.8%	69,966	(412,999)
TOTAL EXPENDITURES	**6,095,815**	**5,396,803**	**$ 699,012**	**88.5%**	**4,818,321**	**(578,482)**
Total Funding over (under) Expenditures	$ -	(119,371)			$ 676,786	$ (796,157)
Fund Balance - Beginning		3,898,035				
Fund Balance - Ending		**$ 3,778,665**				

General Fund - Revenue

For the Period Ending August 31, 2020

(91.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Aug-19	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Property Tax						
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)
Total - Property Tax	**4,715,939**	**4,689,533**	**26,406**	**99.4%**	**4,617,684**	**71,849**
Other Local Taxes						
FPL Franchise	230,000	201,772	28,228	87.7%	205,091	(3,320)
Local Communications Tax	40,000	36,819	3,181	92.0%	36,880	(61)
Total - Other Local Taxes	**270,000**	**238,591**	**31,409**	**88.4%**	**241,972**	**(3,381)**
Intergovernmental Revenues						
Occupational Licenses	1,700	1,129	571	66.4%	1,212	(83)
State Revenue Sharing	45,500	40,420	5,080	88.8%	43,886	(3,466)
Alcoholic Beverage License	640	636	4	99.4%	636	-
Half-Cent Sales Tax	131,109	106,316	24,793	81.1%	120,799	(14,483)
Total - Intergov. Revenues	**178,949**	**151,114**	**27,835**	**84.4%**	**407,804**	**(256,690)**
Fines & Forfeitures						
Judgments and Fines	5,000	2,616	2,384	52.3%	3,367	(750)
Other Fines and/or Forfeits	100	-	100	0.0%	133	(133)
Total - Fines & Forfeitures	**5,100**	**2,616**	**2,484**	**51.3%**	**3,500**	**(884)**
Miscellaneous Revenue						
Miscellaneous	10,000	2,111	7,889	21.1%	10,993	(8,882)
Police Reimbursement	20,000	35,266	(15,266)	176.3%	-	35,266
Lien Search Fee	15,000	14,800	200	98.7%	13,000	1,800
Total - Misc. Revenue	**45,000**	**52,176**	**(7,176)**	**115.9%**	**23,993**	**28,183**
Interest Income						
Interest - Investments	75,000	70,767	4,233	94.4%	61,154	9,613
Interest - Tax Collector	3,000	2,929	71	97.6%	3,412	(483)
Net Incr (Decr) In FMV-Invest	(30,000)	23,873	(53,873)	-79.6%	51,919	(28,046)
Total - Interest Income	**48,000**	**97,569**	**(49,569)**	**203.3%**	**116,485**	**(18,916)**
Total Revenue	**5,262,988**	**5,231,599**	**31,389**	**99.4%**	**5,411,438**	**(179,839)**

General Fund - Revenue

For the Period Ending August 31, 2020

(91.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Aug-19	PRIOR YEAR Variance Fav (unfav)
Transfer In						
Water Fund	50,000	45,833	4,167	91.7%	45,833	-
Special Rev. - Permits, P&Z	83,000	-	83,000	0.0%	37,836	(37,836)
Total - Transfer In	**133,000**	**45,833**	**87,167**	**34.5%**	**83,669**	**(37,836)**
Use / (Add't) Fund Balance	**699,827**	**-**	**699,827**	**0.0%**	**-**	**-**
TOTAL FUNDING	**6,095,815**	**5,277,433**	**818,382**	**86.6%**	**5,495,108**	**(217,675)**

General Fund - Town Commission

For the Period Ending August 31, 2020

(91.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Aug-19	PRIOR YEAR Variance Fav (unfav)
Personal Services						
Mayor/Commission Stipend	$ 28,800	$ 26,400	$ 2,400	91.7%	$ 26,400	$ -
FICA	2,203	2,020	183	91.7%	2,020	-
Total Personal Services	**31,003**	**28,420**	**2,583**	**91.7%**	**28,420**	**-**
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**	**$ 30,430**	**$ 17,966**	**62.9%**	**$ 31,613**	**$ 1,183**

General Fund - Town Manager

For the Period Ending August 31, 2020

(91.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Aug-19	PRIOR YEAR Variance Fav (unfav)
Personal Services						
Salaries	$ 132,860	$ 122,639	$ 10,221	92.3%	$ 119,750	$ (2,889)
Payroll - Vacation	11,856	-	11,856	0.0%	-	-
Car Allowance	6,000	5,500	500	91.7%	5,500	-
FICA	11,530	9,631	1,899	83.5%	9,297	(334)
Florida Retirement System	36,772	31,766	5,006	86.4%	42,355	10,589
401 (A) Plan	-	-	-	n/a	7,500	7,500
Health and Life Insurance	16,659	15,788	871	94.8%	14,054	(1,734)
Workers' Comp Insurance	346	180	166	52.1%	174	(6)
Unemployment Compensation	500	-	500	0.0%	-	-
Total Personal Services	**216,523**	**185,503**	**31,020**	**85.7%**	**198,630**	**13,127**
Operating Expenses						
Town Attorney	65,000	84,275	(19,275)	129.7%	52,601	(31,674)
Prof. Services - IT Services	9,100	5,758	3,343	63.3%	3,300	(2,458)
Contracts - Other Services	2,000	1,875	125	93.8%	-	(1,875)
Prof. Services - Lobbyist	60,000	-	60,000	0.0%	-	-
Miscellaneous	1,000	-	1,000	0.0%	1,434	1,434
Computer Expense / Supplies	1,000	120	880	12.0%	-	(120)
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**	**92,083**	**48,517**	**65.5%**	**61,610**	**(30,474)**
TOTAL TOWN MANAGER	**$ 357,123**	**$ 277,586**	**$ 79,537**	**77.7%**	**$ 260,239**	**$ (17,347)**

General Fund - Town Clerk

For the Period Ending August 31, 2020

(91.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Aug-19	PRIOR YEAR Variance Fav (unfav)
Personal Services						
Salaries	$ 114,726	$ 67,085	$ 47,641	58.5%	$ 63,297	$ (3,788)
Payroll - Vacation	2,301	920	1,381	40.0%	-	(920)
FICA	8,953	5,173	3,780	57.8%	4,820	(353)
Florida Retirement System	9,912	5,840	4,072	58.9%	5,245	(595)
Health and Life Insurance	28,397	16,833	11,564	59.3%	13,638	(3,194)
Workers' Comp Insurance	299	156	143	52.1%	171	15
Unemployment Compensation	250	-	250	0.0%	-	-
Total Personal Services	**164,838**	**96,007**	**68,831**	**58.2%**	**87,171**	**(8,836)**
Operating Services						
Coding Ordinance	3,000	3,205	(205)	106.8%	277	(2,928)
Prof. Services- Digitize records	15,000	-	15,000	0.0%	-	-
Temporary Labor	-	14,035	(14,035)	n/a	20,861	6,826
Contracts - Other Services	4,000	7,284	(3,284)	182.1%	3,208	(4,076)
Software Maintenance/Support	7,465	6,297	1,168	84.3%	4,297	(1,999)
Postage and Freight	2,500	1,857	643	74.3%	1,294	(563)
Copier	5,600	5,339	261	95.3%	4,353	(986)
Advertising	15,000	5,537	9,463	36.9%	5,147	(390)
Office Supplies	5,900	2,838	3,062	48.1%	3,861	1,022
Website Support	4,967	4,553	414	91.7%	1,656	(2,897)
Subscriptions and Memberships	5,700	4,474	1,226	78.5%	6,127	1,653
Office Equipment	1,000	633	367	63.3%	-	(633)
Training Expenses	3,500	772	2,728	22.1%	2,761	1,989
Resident Mailings	14,500	10,047	4,453	69.3%	5,779	(4,268)
Total Operating Services	**88,132**	**66,870**	**21,262**	**75.9%**	**59,620**	**(7,250)**
TOTAL TOWN CLERK	**$ 252,970**	**$ 162,878**	**$ 90,092**	**64.4%**	**$ 146,792**	**$ (16,086)**

General Fund - Police

For the Period Ending August 31, 2020

(91.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Aug-19	PRIOR YEAR Variance Fav (unfav)
Personal Services						
Salaries	$ 1,537,597	$ 1,431,053	$ 106,544	93.1%	$ 1,356,946	$ (74,107)
Paid Holidays	50,187	46,540	3,647	92.7%	44,263	(2,278)
Overtime	20,000	32,890	(12,890)	164.5%	15,472	(17,418)
Overtime - Task Force	20,000	19,717	283	98.6%	-	(19,717)
Sick Leave Cash Out	30,000	81,734	(51,734)	272.4%	28,010	(53,725)
Incentive	17,270	13,310	3,960	77.1%	14,764	1,454
FICA	130,462	126,027	4,435	96.6%	113,155	(12,872)
Florida Retirement System	361,695	342,023	19,672	94.6%	304,583	(37,440)
Health and Life Insurance	419,330	371,345	47,985	88.6%	327,766	(43,578)
Workers' Comp Insurance	57,694	30,044	27,650	52.1%	32,280	2,236
Tuition Reimbursement	2,250	-	2,250	0.0%	-	-
AD&D Insurance	887	616	271	69.4%	771	155
Unemployment Compensation	1,000	-	1,000	0.0%	-	-
Total Personal Services	**2,648,372**	**2,495,299**	**153,073**	**94.2%**	**2,238,008**	**(257,290)**
Operating Expenses						
Contracts - Other Services	21,650	11,586	10,064	53.5%	10,462	(1,124)
Town Attorney	20,000	-	20,000	0.0%	2,862	2,862
Prof. Services - IT Services	9,000	3,871	5,129	43.0%	3,263	(608)
Telephone Services	4,100	3,738	362	91.2%	3,739	1
Mobile Phones	7,300	4,188	3,112	57.4%	4,341	153
Postage	500	76	424	15.3%	22	(54)
Electricity	8,500	7,872	628	92.6%	7,932	60
Liability and Property Insurance	26,396	18,483	7,913	70.0%	19,502	1,019
Building Repairs & Maintenance	3,000	704	2,296	23.5%	4,743	4,039
Radio Maintenance	2,100	132	1,968	6.3%	-	(132)
Auto Repairs and Maintenance	25,000	18,521	6,479	74.1%	11,125	(7,396)
Boat Repairs and Maintenance	15,000	18,291	(3,291)	121.9%	11,918	(6,373)
ATV Repairs and Maintenance	1,500	146	1,354	9.8%	78	(68)
Rental - Vehicles	-	8,182	(8,182)	n/a	7,158	(1,025)
Copier	2,700	2,759	(59)	102.2%	2,414	(345)
Miscellaneous Services	1,500	1,173	327	78.2%	1,220	47
Internet Service	6,100	5,754	346	94.3%	5,105	(649)
Physical Examinations	750	2,465	(1,715)	328.7%	710	(1,755)
Office Supplies	3,000	1,467	1,533	48.9%	1,600	133
Operating Supplies	6,000	10,353	(4,353)	172.5%	3,779	(6,574)
Fuel & Oil	36,000	25,528	10,472	70.9%	28,645	3,117

General Fund - Police

For the Period Ending August 31, 2020

(91.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Aug-19	PRIOR YEAR Variance Fav (unfav)
Uniforms Supplies	13,000	8,419	4,581	64.8%	6,252	(2,167)
Investigation Division	1,500	491	1,009	32.7%	218	(273)
Subscriptions and Memberships	1,785	2,320	(535)	130.0%	1,281	(1,039)
Weapons & Specialty Gear	2,000	1,056	944	52.8%	2,054	998
Education / Training	14,000	13,967	33	99.8%	12,965	(1,002)
Total Operating Expenses	**232,381**	**171,542**	**60,839**	**73.8%**	**153,387**	**(18,156)**
TOTAL POLICE	**$ 2,880,753**	**$ 2,666,841**	**$ 213,912**	**92.6%**	**$ 2,391,395**	**$ (275,446)**

General Fund - Facility Services

For the Period Ending August 31, 2020

(91.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Aug-19	PRIOR YEAR Variance Fav (unfav)
Personal Services						
Salaries	$ 48,818	$ 45,551	$ 3,267	93.3%	$ 44,175	$ (1,376)
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	3,758	407	90.2%	3,661	(96)
Florida Retirement System	4,612	3,970	642	86.1%	3,269	(701)
Health and Life Insurance	33,417	27,015	6,402	80.8%	25,922	(1,093)
Workers' Comp Insurance	3,892	2,027	1,865	52.1%	2,075	49
Total Personal Services	**100,535**	**85,888**	**14,647**	**85.4%**	**82,776**	**(3,112)**
Operating Expenses						
Telephone Service	5,000	7,229	(2,229)	144.6%	5,026	(2,203)
Utility - Water	6,500	6,109	391	94.0%	5,600	(509)
Electricity	4,000	3,625	375	90.6%	4,028	403
Utility - Sewer	900	700	200	77.7%	750	50
Internet Service	5,500	4,554	946	82.8%	4,095	(460)
Liability and Property Insurance	20,497	15,582	4,915	76.0%	16,181	599
Pest Control - Building/Grounds	1,200	1,057	143	88.1%	1,016	(41)
R&M - Equipment	10,000	1,090	8,910	10.9%	14,438	13,348
R&M - Grounds	2,000	589	1,411	29.4%	-	(589)
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	2,371	2,829	45.6%	620	(1,751)
R&M - Bocce Court	1,000	2,488	(1,488)	248.8%	-	(2,488)
Operating Supplies - General	4,000	4,181	(181)	104.5%	1,923	(2,258)
Town Events	25,000	19,208	5,792	76.8%	-	(19,208)
A/C Maintenance Contract	2,000	381	1,619	19.1%	-	(381)
Total Operating Expenses	**110,797**	**74,767**	**36,030**	**67.5%**	**77,290**	**2,524**
TOTAL FACILITY SERVICES	**$ 211,332**	**$ 160,654**	**$ 50,678**	**76.0%**	**$ 160,066**	**$ (588)**

General Fund - Other Departments

For the Period Ending August 31, 2020

(91.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Aug-19	PRIOR YEAR Variance Fav (unfav)
Finance						
Auditing Services	$ 19,500	$ 19,125	$ 375	98.1%	$ 16,113	$ (3,012)
Accounting/Financial Services	84,389	79,102	5,287	93.7%	73,750	(5,353)
Investment Services	6,000	9,287	(3,287)	154.8%	8,497	(790)
Bank Fees	750	140	610	18.7%	427	286
Total Finance Expense	**110,639**	**107,655**	**2,984**	**97.3%**	**98,786**	**(8,868)**
Fire Rescue						
Fire Service Agreement	819,287	750,986	68,301	91.7%	736,188	(14,798)
Total Fire Rescue Expense	**819,287**	**750,986**	**68,301**	**91.7%**	**736,188**	**(14,798)**
Solid Waste						
Contracts Services	273,714	245,863	27,851	89.8%	245,863	-
Total Solid Waste Expense	**273,714**	**245,863**	**27,851**	**89.8%**	**245,863**	**-**
Beach Management						
Engineering – Monitoring (2018 Proj.)	49,000	-	49,000	0.0%	41,841	41,841
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	484,158	15,842	96.8%	567,663	83,505
Beach Salvage (Boat removal)	2,000	250	1,750	12.5%	2,500	2,250
Buoys	10,000	3,690	6,310	36.9%	23,958	20,269
Total Beach Management Expense	**663,000**	**504,386**	**158,614**	**76.1%**	**673,841**	**169,455**
Charitable Donations						
Lighthouse Preservation Contrib.	2,500	2,500	-	100.0%	-	(2,500)
Area Council on Aging Contrib.	4,060	4,060	-	100.0%	3,572	(488)
Total Charitable Donations	**6,560**	**6,560**	**-**	**100.0%**	**3,572**	**(2,988)**
Contingency	**100,000**	**-**	**100,000**	**0.0%**	**-**	**-**
Total Expense before Transfer Out	**1,973,200**	**1,615,449**	**357,751**		**1,758,250**	**142,801**

General Fund - Other Departments

For the Period Ending August 31, 2020

(91.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Aug-19	PRIOR YEAR Variance Fav (unfav)
Transfer Out						
To Transportation Fund	17,041	-	17,041	0.0%	16,326	16,326
To Permitting, P&Z, Code Enf. Fund	-	9,977	(9,977)	n/a	-	(9,977)
To General Fund CIP	355,000	472,988	(117,988)	133.2%	53,640	(419,348)
Total Transfer Out	**372,041**	**482,965**	**(110,924)**	**129.8%**	**$ 69,966**	**$ (412,999)**
TOTAL OTHER DEPARTMENTS	**$ 2,345,241**	**$ 2,098,414**	**$ 246,827**	**89.5%**	**$ 1,828,216**	**$ (270,198)**
TOTAL GENERAL FUND EXPENDITURES	**$ 6,095,815**	**$ 5,396,803**	**$ 699,012**	**88.5%**	**$ 4,818,321**	**$ (578,482)**

Notes to the Financial Statements - General Fund
August 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 91.67% through August. Below is an analysis of revenues and expenditures that have significant variances compared to the budget.

Variance Analysis

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Revenues				
Interest - Investments	75,000	70,767	94.4%	Money market and investment accounts
Ad Valorem Taxes	4,891,478	4,850,297	99.2%	Collections were at 98.7% at this time last year
Communication Services Taxes	40,000	36,819	92.0%	Revenue from the State
Interest - Tax Collector	3,000	2,929	97.6%	Quarterly interest on assessments collected
Police Reimbursement	20,000	35,266	176.3%	Reimbursable DEA overtime and car rental
Expenditures				
Town Manager				
Life and Health Insurance	16,659	15,788	94.8%	Monthly insurance paid to City of N Miami Beach, plus additional life insurance
Town Attorney	65,000	84,275	129.7%	Includes general matters, Seagrape appeal
Contracts-Other Services	2,000	1,875	93.8%	Consulting for policy and procedures
Town Clerk				
Coding Ordinance	3,000	3,205	106.8%	Code of Ordinance supplemental pages, Municode
Temporary Labor	-	14,035	0.0%	Temporary Administrative Assistant
Contracts - Other Services	4,000	7,284	182.1%	Summary and special meeting minutes, videography, storage fees, Infinisource, conference calls, Dropbox upgrade to large email records, resident project guide
Copier	5,600	5,339	95.3%	Copier lease and copies
Police				
Paid Holidays	50,187	46,540	92.7%	Paid for holidays
Overtime	20,000	32,890	164.5%	Staffing during vacations, sick time and COVID
Overtime - Task Force	20,000	19,717	98.6%	DEA overtime
Sick Leave Cash Out	30,000	81,734	272.4%	Paid out annually in December
Florida Retirement System	361,695	342,023	94.6%	FRS based upon salaries, overtime plus holidays
Electricity	8,500	7,872	92.6%	Monthly electric charges from FPL
Boat Repairs and Maintenance	15,000	18,291	121.9%	Boat and motor service and repairs, backplate and drive pulley on boat lift, repair steering
Rental - Vehicle	-	8,182	0.0%	Rental of vehicles for special duty
Copier	2,700	2,759	102.2%	Actuals includes copies of records
Internet Service	6,100	5,754	94.3%	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	10,353	172.5%	Supplies, fire supplies, bio hazard/anti-microbial supplies, handgun & rifle ammunition, weapon light, key fobs, new ID card printer, traffic cones, COVID supplies and disinfecting wipes, food for POTUS duty, printer ink
Subscriptions and Memberships	1,785	2,320	130.0%	Annual memberships for FPCA, BCCPA, IACP, NIGP SEFL, FBINAA and Haz Mat license renewal
Education / Training	14,000	13,967	99.8%	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
August 31, 2020

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Expenditures (continued)				
Facility Services				
Payroll-Salaries	48,818	45,551	93.3%	Maintenance worker's salary includes overtime for events
Sick Leave Cash Out	1,876	1,690	90.1%	Paid out annually in December
Telephone Service	5,000	7,229	144.6%	Monthly phone service from AT&T-switched to Granite in May
R&M - Bocce Court	1,000	2,488	248.8%	Repaired bocce court water fountain, resurface court, clay bags
Operating Supplies - General	4,000	4,181	104.5%	Operating supplies, lawn supplies
Finance				
Auditing Services	19,500	19,125	98.1%	Audit is complete
Investment Services	6,000	9,287	154.8%	Monthly and quarterly investment fees
Beach Management				
Beach Attorney	500,000	484,158	96.8%	Deerfield Beach issue
Buoys	10,000	3,690	36.9%	New buoys, lines and anchors plus 480 weight plates.
Charitable Donations				
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 August 31, 2020

(91.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Aug-19	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Local Option Gas Tax	35,971	28,409	7,562	79.0%	31,657	(3,248)
County Transportation Grant	28,888	66,790	(37,902)	231.2%	18,940	47,849
Total Revenues	**64,859**	**95,199**	**(30,340)**	**146.8%**	**50,598**	**44,601**
Other Sources						
Transfer In	17,041	-	17,041	0.0%	16,326	(16,326)
Total Other Sources	**17,041**	**-**	**17,041**	**0.0%**	**16,326**	**(16,326)**
TOTAL FUNDING	**81,900**	**95,199**	**(13,299)**	**116.2%**	**66,923**	**28,275**
EXPENDITURES						
Contractual Services	81,900	66,923	14,977	81.7%	66,923	-
TOTAL EXPENDITURES	**81,900**	**66,923**	**$ 14,977**	**81.7%**	**66,923**	**-**
Total Funding over (under) Expenditures	$ -	28,276			$ -	$ 28,275
Fund Balance - Beginning		-				
Fund Balance - Ending		**$ 28,276**				

Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Marine Law Enforcement Grant

For the Period Ending August 31, 2020

(91.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Aug-19	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Marine Law Enforcement Grant	30,336	23,992	6,344	79.1%	24,469	(477)
Total Revenues	**30,336**	**23,992**	**6,344**	**79.1%**	**24,469**	**(477)**
TOTAL FUNDING	**30,336**	**23,992**	**6,344**	**79.1%**	**24,469**	**(477)**
EXPENDITURES						
Police Wages	30,336	23,992	6,344	79.1%	24,469	477
TOTAL EXPENDITURES	**30,336**	**23,992**	**$ 6,344**	**79.1%**	**24,469**	**477**
Total Funding over (under) Expenditures	$ -	-			$ -	$ -
Fund Balance - Beginning		-				
Fund Balance - Ending		**$ -**				

Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Permitting, P&Z, Code Compliance
For the Period Ending August 31, 2020

(91.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Aug-19	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Building Permit Fees	300,000	297,072	2,928	99.0%	214,351	82,720
Building Admin Fees	123,000	1,625	121,375	1.3%	70,002	(68,377)
Planning & Zoning Fees	10,000	12,050	(2,050)	120.5%	2,135	9,915
Fire Fees	-	3,350	(3,350)	n/a	-	3,350
Total Revenues	**433,000**	**314,097**	**118,903**	**72.5%**	**286,488**	**27,608**
Other Sources						
Transfer In	-	9,977	(9,977)	n/a	-	9,977
Total Other Sources	**-**	**9,977**	**(9,977)**	**n/a**	**-**	**9,977**
TOTAL FUNDING	**433,000**	**324,074**	**108,926**	**74.8%**	**286,488**	**37,585**
EXPENDITURES						
ProfServ-Building Permits - RMA	30,000	26,275	3,725	87.6%	29,300	3,025
ProfServ-General Admin - RMA	15,000	10,375	4,625	69.2%	11,425	1,050
ProfServ-Site Planning - RMA	10,000	12,600	(2,600)	126.0%	4,200	(8,400)
ProfServ-Building Permits - CGA	255,000	253,864	1,136	99.6%	178,427	(75,437)
ProfServ-Engineering - Other	10,000	4,775	5,225	47.8%	7,351	2,576
Code Compliance	30,000	10,004	19,996	33.3%	13,115	3,111
Credit Card Processing Fees	-	6,181	(6,181)	n/a	4,834	(1,347)
Total Building, P&Z, and Code	**350,000**	**324,074**	**25,926**	**92.6%**	**248,652**	**(75,422)**
Transfer to General Fund	83,000	-	83,000	0.0%	37,836	37,836
TOTAL EXPENDITURES	**433,000**	**324,074**	**$ 108,926**	**74.8%**	**286,488**	**(37,586)**
Total Funding over (under) Expenditures	$ -	-			$ -	$ -
Fund Balance - Beginning		-				
Fund Balance - Ending		**$ -**				

Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Federal Forfeitures / Asset Sharing
For the Period Ending August 31, 2020

(91.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Aug-19	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Federal Forfeitures	-	117,170	(117,170)	n/a	290,592	(173,421)
Interest Income	-	2,254	(2,254)	n/a	1,094	1,160
Total Revenues	**-**	**119,425**	**(119,425)**	**n/a**	**291,686**	**(172,261)**
TOTAL FUNDING	**-**	**119,425**	**(119,425)**	**n/a**	**291,686**	**(172,261)**
EXPENDITURES						
Capital Outlay						
Police Vehicles	-	15,610	(15,610)	n/a	-	(15,610)
Police Equipment	-	7,798	(7,798)	n/a	-	(7,798)
Total Capital Outlay	**-**	**23,408**	**(23,408)**	**n/a**	**-**	**(23,408)**
TOTAL EXPENDITURES	**-**	**23,408**	**$ (23,408)**	**n/a**	**-**	**(23,408)**
Total Funding over (under) Expenditures	$ -	96,016			$ 291,686	$ (195,669)
Fund Balance - Beginning		291,485				
Fund Balance - Ending		**$ 387,502**				

Statement of Revenues, Expenditures and Changes in Fund Balances
Debt Service Fund - (Beach Loan)
For the Period Ending August 31, 2020

(91.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Aug-19	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Special Assents- Tax Collector	$ 750,523	$ 751,804	$ (1,281)	100.2%	$ 753,022	$ (1,219)
Interest - Tax Collector	-	487	(487)	n/a	642	(155)
Total Revenues	**750,523**	**752,291**	**(1,768)**	**100.2%**	**753,665**	**(1,374)**
TOTAL FUNDING	**750,523**	**752,291**	**(1,768)**	**100.2%**	**753,665**	**(1,374)**
EXPENDITURES						
Debt Service Expenses						
Principal Debt Retirement	655,740	1,331,440	(675,700)	203.0%	636,529	(694,911)
Interest Expense	40,214	38,534	1,680	95.8%	59,433	20,898
Debt Service Contingency	54,569	-	54,569	0.0%	-	-
Total Debt Service Expense	**750,523**	**1,369,975**	**(619,452)**	**182.5%**	**695,962**	**-674,013**
TOTAL EXPENDITURES	**750,523**	**1,369,975**	**$ (619,452)**	**182.5%**	**695,962**	**(674,013)**
Total Funding over (under) Expenditures	$ -	(617,684)			57,703	$ (675,386)
Fund Balance - Beginning		625,558				
Fund Balance - Ending		**$ 7,874**				

Statement of Revenues, Expenditures and Changes in Fund Balances
Capital Projects Fund - (General Fund Improvements)
For the Period Ending August 31, 2020

(91.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Aug-19	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
FEMA reimbursement	$ 4,631,156	$ 525	$ 4,630,631	0.0%	$ 1,731,185	$ (1,730,660)
Sale of Surplus Equipment	-	3,600	(3,600)	n/a	-	3,600
Total Revenues	**4,631,156**	**4,125**	**4,627,031**	**0.1%**	**1,731,185**	**(1,727,060)**
Other Sources						
Transfer From General Fund	355,000	472,988	(117,988)	133.2%	53,640	419,348
Total Other Sources	**855,000**	**4,046,967**	**(3,191,967)**	**473.3%**	**53,640**	**3,993,327**
TOTAL FUNDING	**5,486,156**	**4,051,092**	**1,435,064**	**73.8%**	**1,784,825**	**2,266,267**
EXPENDITURES						
Land Purchase						
Town Attorney	-	76,437	(76,437)	n/a	-	(76,437)
Postage	-	1,474	(1,474)	n/a	-	(1,474)
Miscellaneous Services	-	3,165	(3,165)	n/a	-	(3,165)
Contracts - Other Services	-	13,675	(13,675)	n/a	-	(13,675)
Total Land Purchase Expense	**-**	**94,752**	**(94,752)**	**n/a**	**-**	**(94,752)**
Beach Projects						
Engineering – FY20 Project	223,111	157,070	66,041	70.4%	-	(157,070)
Construction – FY20 Project	4,408,045	3,693,764	714,281	83.8%	-	(3,693,764)
Total Beach Project Expense	**4,631,156**	**3,850,835**	**780,321**	**83.2%**	**-**	**(3,850,835)**
Miscellaneous						
Buoy Relocation	130,000	33,324	96,676	25.6%	-	(33,324)
FPL Utility Design	80,000	995	79,005	1.2%	23,161	22,166
Police Cars / Equipment	70,000	58,565	11,435	83.7%	30,479	(28,086)
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%	-	-
Roof - Emerg. Generator Bldg	5,000	-	5,000	0.0%	-	-
Roof - Police Building	65,000	-	65,000	0.0%	-	-
Total Misc. Expense	**855,000**	**105,505**	**749,495**	**12.3%**	**53,640**	**(51,865)**
TOTAL EXPENDITURES	**5,486,156**	**4,051,091**	**1,435,065**	**73.8%**	**53,640**	**(3,997,452)**

Statement of Revenues, Expenditures and Changes in Fund Balances
Capital Projects Fund - (General Fund Improvements)
For the Period Ending August 31, 2020

(91.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Aug-19	PRIOR YEAR Variance Fav (unfav)
Total Funding over (under) Expenditures	$ -	-			$ 1,731,185	$ 6,263,719
Fund Balance - Beginning		-				
Fund Balance - Ending		**$ -**				

Statement of Revenues, Expenditures and Changes in Fund Balances
Water Fund (Summary)
For the Period Ending August 31, 2020

(91.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Aug-19	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenue						
Water Service Revenue	$ 1,282,000	$ 1,259,460	$ 22,540	98.2%	$ 1,210,839	$ 48,621
Water Surcharge	346,700	318,237	28,463	91.8%	317,884	353
Other Miscellanous Revenue	132,721	131,150	1,571	98.8%	126,409	4,741
Total Revenue	**1,761,421**	**1,708,847**	**52,574**	**97.0%**	**1,655,132**	**53,714**
Other Sources						
Transfer In	512,496	423,331	89,165	82.6%	470,147	(46,816)
Loan Proceeds	590,000	-	590,000	0.0%	2,076,155	(2,076,155)
Use (Add to) Net Assets	73,204	-	73,204	0.0%	-	-
Total Other Sources	**1,175,700**	**423,331**	**752,369**	**36.0%**	**2,546,301**	**(2,122,971)**
TOTAL FUNDING	**2,937,121**	**2,132,177**	**804,944**	**72.6%**	**4,201,434**	**(2,069,256)**
EXPENSES						
Personal Services	518,776	456,020	62,756	87.9%	407,706	(48,314)
Operating Expenses	406,653	243,733	162,920	59.9%	253,364	16,941
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	469,164	93,332	83.4%	515,980	46,816
TOTAL EXPENSES	**2,969,715**	**1,803,246**	**1,166,469**	**60.7%**	**3,772,776**	**1,976,840**
Total Funding over (under) Expenses	$ (32,594)	$ 328,931			$ 428,657	$ (4,046,096)
Net Assets - Beginning		3,660,800				
Net Assets - Ending		**$ 3,989,731**				

Statement of Revenues, Expenses and Changes in Net Assets
Water Fund (Operations)
For the Period Ending August 31, 2020

(91.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Aug-19	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenue						
Water Service						
Water-Base Rate	$ 472,000	$ 432,633	$ 39,367	91.7%	$ 432,033	$ 600
Water-Usage	810,000	826,827	(16,827)	102.1%	778,806	48,021
Total Water Service Revenue	**1,282,000**	**1,259,460**	**22,540**	**98.2%**	**1,210,839**	**48,621**
Other Revenue						
Miscellaneous Revenues	5,500	2,427	3,073	44.1%	3,970	(1,544)
Sprint Spectrum Cell Tower	63,149	63,149	-	100.0%	60,721	2,429
T-Mobile Cell Tower	33,072	29,595	3,477	89.5%	11,630	17,965
Hillsboro Inlet	6,000	5,400	600	90.0%	5,500	(100)
Interest	30,000	21,666	8,334	72.2%	18,665	3,001
Net Incr (Decr) In FMV-Invest	(5,000)	8,913	(13,913)	-178.3%	19,383	(10,470)
Total Other Revenue	**132,721**	**131,150**	**1,571**	**98.8%**	**119,869**	**11,281**
Use (Add to) Net Assets	**73,204**	**-**	**73,204**	**0.0%**	**-**	**-**
TOTAL FUNDING	**1,487,925**	**1,390,610**	**97,315**	**93.5%**	**1,330,709**	**59,901**
EXPENSES						
Personal Services						
Salaries	333,415	298,061	35,354	89.4%	282,025	(16,036)
Payroll - Vacation	15,187	14,798	389	97.4%	-	(14,798)
Overtime	25,000	21,292	3,708	85.2%	21,986	694
Sick Leave Cash Out	8,065	3,397	4,668	42.1%	-	(3,397)
FICA	28,036	25,380	2,656	90.5%	22,840	(2,541)
Florida Retirement System	32,327	27,564	4,763	85.3%	24,196	(3,368)
Health and Life Insurance	50,623	52,184	(1,561)	103.1%	42,999	(9,185)
Workers' Comp Insurance	25,623	13,343	12,280	52.1%	13,659	316
Unemployment Compensation	500	-	500	0.0%	-	-
Total Personal Services	**518,776**	**456,020**	**62,756**	**87.9%**	**407,706**	**(48,314)**

Statement of Revenues, Expenses and Changes in Net Assets
Water Fund (Operations)
For the Period Ending August 31, 2020

(91.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Aug-19	PRIOR YEAR Variance 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	6,474	726	89.9%	6,194	(280)
Electricity	53,000	45,410	7,590	85.7%	45,093	(316)
Liability and Property Insurance	52,653	37,761	14,892	71.7%	40,870	3,109
Maint - Distribution System	5,000	3,634	1,366	72.7%	3,617	(17)
Maint - Bldgs / Grounds	15,000	11,283	3,717	75.2%	5,808	(5,475)
Maint - SCADA System	10,000	-	10,000	0.0%	-	-
Repair & Maint - Equipment	32,000	21,705	10,295	67.8%	28,083	6,378
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	3,406	1,994	63.1%	2,347	(1,059)
Office Supplies	1,500	980	520	65.3%	1,711	731
Computer Expense	6,000	4,245	1,755	70.7%	3,809	(436)
Uniform Supplies	5,500	5,962	(462)	108.4%	4,983	(978)
Fuel and Oil	5,600	3,219	2,381	57.5%	4,517	1,297
Sand Change	8,000	4,721	3,279	59.0%	7,469	2,748
Chemicals - Water Treatment	85,000	70,878	14,122	83.4%	78,948	8,070
Lab Test Analysis & Supplies	12,500	3,882	8,618	31.1%	5,299	1,416
Subscriptions and Memberships	350	280	70	79.9%	93	(187)
Water Conservation Program	3,000	200	2,800	6.7%	-	(200)
Security Assessment	20,000	-	20,000	0.0%	-	-
Operational Evaluation	50,000	-	50,000	0.0%	-	-
Water Sufficiency Assessment	8,500	7,310	1,190	86.0%	-	(7,310)
Total Operating Expenses	**406,653**	**243,733**	**162,920**	**59.9%**	**253,364**	**16,941**
Total Exp. Before Transfer Out	**925,429**	**699,753**	**225,676**	**75.6%**	**661,070**	**(31,373)**
Transfer Out						
General Fund	50,000	45,833	4,167	91.7%	45,833	-
Water Debt Service Fund	403,996	370,330	33,666	91.7%	370,330	-
Water CIP Fund	108,500	53,001	55,499	48.8%	99,817	46,816
Total Transfer Out	**562,496**	**469,164**	**93,332**	**83.4%**	**515,980**	**46,816**
TOTAL EXPENSES	**1,487,925**	**1,168,917**	**319,008**	**78.6%**	**1,177,050**	**15,443**

Statement of Revenues, Expenses and Changes in Net Assets
Water Fund (Operations)
For the Period Ending August 31, 2020

(91.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Aug-19	PRIOR YEAR Variance Fav (unfav)
Total Funding over (under) Expenses	$ -	221,693			$ 153,659	$ 75,344
Net Assets - Beginning		2,689,161				
Net Assets - Ending		**$ 2,910,854**				

Notes to the Financial Statements - Water Fund
August 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 91.67% through August. Below is an analysis of revenues and expenses that have significant variances compared to the budget.

Variance Analysis

Account Name	Amended Budget	YTD Actual	% of Budget	Explanation
Revenues				
Water-Usage	810,000	826,827	102.1%	The water usage billings are up by 3.65% over this time last year.
Miscellaneous Revenues	5,500	2,427	44.1%	Monthly revenue from late charges
Sprint Spectrum	63,149	63,149	100.0%	Annual lease paid in April
Expenses				
Operating				
Payroll - Vacation	15,187	14,798	97.4%	Paid out annually in December
Life and Health Insurance	50,623	52,184	103.1%	Health insurance increased in January by $500 per month
Uniform Supplies	5,500	5,962	108.4%	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 August 31, 2020

(91.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Aug-19	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Water Surcharge	$ 346,700	$ 318,237	$ 28,463	91.8%	$ 317,884	$ 353
Total Revenues	**346,700**	**318,237**	**28,463**	**91.8%**	**317,884**	**353**
Other Sources						
Operating Transfers-In	403,996	370,330	33,666	91.7%	370,330	-
Total Other Sources	**403,996**	**370,330**	**33,666**	**91.7%**	**370,330**	**-**
TOTAL FUNDING	**750,696**	**688,566**	**62,130**	**91.7%**	**688,213**	**353**
EXPENSES						
Debt Service Expenses						
State Revolving Loan - Water Plant						
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
State Revolving Loan - Water Main Project						
Principal Debt Retirement	308,269	315,555	(7,286)	102.4%	162,102	(153,454)
Interest Expense	71,025	63,775	7,250	89.8%	27,563	(36,211)
Total Debt Services Expenses	**783,290**	**581,328**	**201,962**	**74.2%**	**391,663**	**(189,665)**
TOTAL EXPENSES	**783,290**	**581,328**	**201,962**	**74.2%**	**391,663**	**(189,665)**
Total Funding over (under) Expenses	$ (32,594)	107,238			$ 296,550	$ (189,312)
Net Assets - Beginning		971,639				
Net Assets - Ending		**$ 1,078,877**				

Statement of Revenues, Expenses and Changes in Net Assets
Capital Projects Fund - (Water Fund Improvements)
For the Period Ending August 31, 2020

(91.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Aug-19	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Meter Revenue	-	-	-	n/a	6,540	(6,540)
Total Revenues	**-**	**-**	**-**	**n/a**	**6,540**	**(6,540)**
Other Sources						
Interfund Transfer - In	108,500	53,001	55,499	48.8%	99,817	(46,816)
Loan Proceeds	590,000	-	590,000	0.0%	2,076,155	(2,076,155)
Total Other Sources	**698,500**	**53,001**	**645,499**	**7.6%**	**2,175,972**	**(2,122,971)**
TOTAL FUNDING	**698,500**	**53,001**	**645,499**	**7.6%**	**2,182,512**	**(2,129,511)**
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	$ -	-			$ (21,552)	$ 21,552
Net Assets - Beginning		-				
Net Assets - Ending		**$ -**				

Town of Hillsboro Beach

Supporting Schedules

August 31, 2020

Cash and Investment Balances
August 31, 2020

ACCOUNT NAME	BANK NAME	YIELD	MATURITY	BALANCE		NOTES
CLEARING FUND						
Commercial Analysis Checking Account	BankUnited	0.00%	N/A	$780,063		Account earns a credit allowance of 0.25%. Yield is 0 since fees are netted against credit allowance. Operating account for AP invoices and payroll.
Money Market Account	BankUnited	0.30%	N/A	$509,724		Account for excess cash from General & Water Funds.
Money Market Account	BankUnited	0.30%	N/A	$412,457	(1)	Account for reserve for SRL Loan.
Money Market Account	BankUnited	0.30%	N/A	$387,502	(2)	Account for Federal forfeitures/Asset sharing.
State Board Account	Florida Prime	0.39%	N/A	$1,180,327		Account for excess cash from the General Fund.
Investment Account	BB & T	1.59%	N/A	$3,391,712		See Investment Report for further details.
		Subtotal		**$6,661,785**		
		Total		**$6,661,785**		

Footnotes:

(1) Restricted funds for State Revolving Loan.

(2) Restricted funds for Federal forfeiture/Asset sharing.

Investment Portfolio
Trades Settled as of 08/31/20

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			187,697	187,697	-	187,697	-	56	0.03%
				Subtotal	**187,697**	**187,697**	**-**	**187,697**	**-**	**56**	**0.03%**
09/27/19	037833DL1	APPLE INC	AA+	09/11/22	50,000	49,928	(72)	51,491	47	850	0.23%
10/30/19	166764BN9	CHEVRON CORP	AA	03/03/22	50,000	50,609	609	51,571	201	1,249	0.41%
11/09/17	191216BT6	COCA-COLA CO	A+	10/27/20	50,000	49,939	(61)	50,131	31	938	0.23%
11/03/15	313381BR5	FED HOME LOAN BANK	AA+	12/09/22	100,000	98,196	(1,804)	103,784	896	1,875	0.28%
08/26/20	3133EL3P7	FED FARM CREDIT BANK	AA+	08/12/25	250,000	249,750	(250)	249,640	55	1,325	0.55%
06/23/20	3133ELE67	FED FARM CREDIT BANK	AA+	06/03/24	290,000	289,855	(145)	290,090	98	1,682	0.57%
04/14/20	3134GVKG2	FED HOME LOAN MTGE CORP		04/16/25	145,000	145,000	-	145,131	-	1,450	1.00%
06/23/20	3134GVYP7	FED HOME LOAN MTGE CORP		05/27/25	210,000	209,003	(997)	209,685	79	1,050	0.52%
07/16/18	341271AB0	FLA ST BRD OF ADMIN FIN CORP	AA	07/01/21	200,000	197,798	(2,202)	203,710	-	5,276	0.40%
04/09/20	342816P66	FLA ST MUN PWR AGY REV		10/01/22	200,000	202,774	2,774	202,332	186	5,160	2.00%
12/03/19	428414AB2	HIALEAH FLA SPL OBLIG TXBL-SER A	AA	12/01/20	200,000	201,225	1,225	200,948	68	6,114	1.13%
05/21/20	43232VVH1	HILLSBOROUGH CNTY TXBL	AA-	07/01/25	200,000	200,000	-	205,972	-	3,830	1.28%
12/31/18	54289SBG1	LONGBOAT KEY FL SPL ASSMNT REV TXB	AA+	08/01/24	105,000	104,116	(884)	108,967	-	4,200	2.40%
08/09/18	59333HCL8	MIAMI-DADE CNTY FL PROF SPORTS	AA	10/01/22	75,000	75,000	-	78,368	-	2,517	1.16%
08/05/20	593561BE2	MIAMI GARDENS FL TXBL	AA	07/01/25	125,000	125,000	-	125,956		1,674	1.18%
01/17/20	661046BV3	NORTH MIAMI BEACH FLA WTR	A+	08/01/24	160,000	160,000	-	163,818	-	3,234	1.39%
01/18/19	68389XBB0	ORACLE CORP	A+	05/15/22	60,000	59,060	(940)	62,030	283	1,500	0.52%
05/16/18	68389XBK0	ORACLE CORP	A+	09/15/21	50,000	48,217	(1,783)	50,789	166	950	0.38%
05/16/18	717081DX8	PFIZER INC	AA-	06/03/21	50,000	48,534	(1,466)	50,674	447	975	0.17%
02/27/20	758449RV6	REEDY CREEK FL IMPT DIST TXBL	A	06/01/24	150,000	150,000	-	155,345	-	2,504	0.70%
05/11/18	78013XKG2	ROYAL BANK OF CANADA	AA-	04/30/21	50,000	49,954	(46)	50,951	67	1,600	0.34%
04/03/20	822582AX0	SHELL INTERNATIONAL	AA-	08/12/23	30,000	31,167	1,167	32,557	156	1,020	0.48%
10/17/19	89114QBT4	TORONTO DOMINION BANK	AA-	09/11/20	50,000	49,988	(13)	50,018	103	925	0.69%
01/16/19	89236TCQ6	TOYOTA MOTOR CREDIT CORP	AA-	07/13/22	60,000	59,351	(649)	62,777	23	1,680	0.32%
04/06/20	89236TGW9	TOYOTA MOTOR CREDIT CORP	AA-	03/30/23	30,000	30,406	406	31,877	17	870	0.43%
03/13/20	912828Q60	US TREASURY INFL INDEX BD		04/15/21	271,883	269,147	(2,736)	274,234	139	340	0.12%
				Subtotal	**3,211,883**	**3,204,015**	**(7,867)**	**3,262,843**	**3,063**	**54,786**	**1.68%**
				Total	**3,399,580**	**3,391,712**	**(7,867)**	**3,450,540**	**3,063**	**54,843**	**1.59%**

Ridership Summary

August 31, 2020

Daily Passengers:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
55		43		48	
50		50		40	
45		48		46	
45		49		41	
48					

Total Monthly Passengers: **608**

Daily Revenue Miles:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
110.0		109.0		110.0	
108.0		110.0		111.0	
109.0		110.0		109.0	
109.0		110.0		109.0	
110.0					

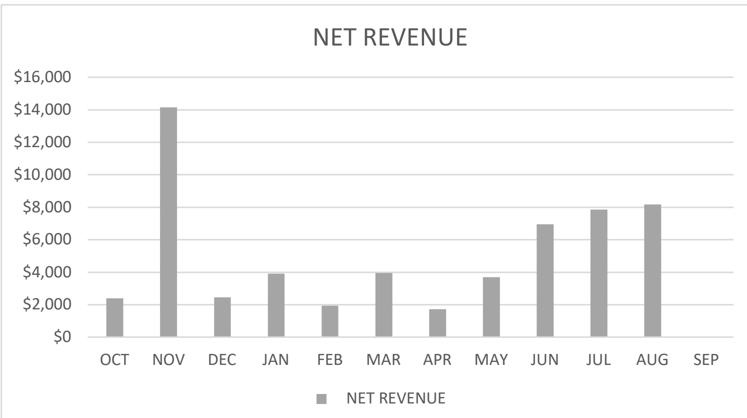
Total Monthly Revenue Miles: **1424.0**

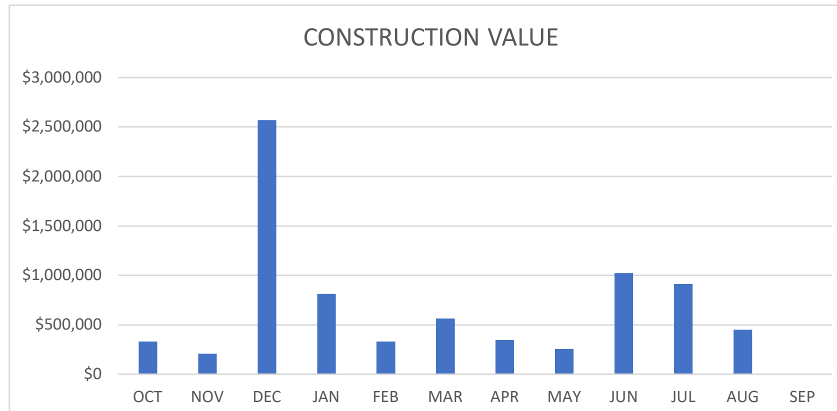
Total Scheduled Revenue Miles	**1414.9**
Total Vehicle Hours	**125.7**
Total Revenue Hours	**114.8**
Service Days	13
Missed Service in Minutes	**0**
Passengers per revenue hour	**5.3**
Total Monthly Vehicle Miles:	**1,729.5**

The Town of Hillsboro Beach
Building Department
Summary Report

Start Date: 8/1/2020
End Date: 8/31/2020

	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	$451,672		$7,811,459
BUILDING PERMIT FEES	$15,984	$94,345	$16,306	$26,126	$12,957	$22,984	$8,099	$18,970	$26,294	$38,340	$16,287		$296,692
FIRE & ZONING FEES	$0	$0	$0	$0	$0	$500	$500	$850	$3,000	$2,100	$5,725		$12,675
TOTAL REVENUE	$15,984	$94,345	$16,306	$26,126	$12,957	$23,484	$8,599	$19,820	$29,294	$40,440	$22,012		$309,367
CGA EXPENSE	$13,587	$80,193	$13,860	$22,207	$11,014	$19,537	$6,884	$16,125	$22,350	$32,589	$13,844		$252,189
NET REVENUE	$2,398	$14,152	$2,446	$3,919	$1,944	$3,948	$1,715	$3,696	$6,944	$7,851	$8,168		$57,179





The Town of Hillsboro Beach
Building Department
Finance Report

Start Date: 8/1/2020
End Date: 8/31/2020

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	$16,287.10	$2,443.07	$3,100.00	$2,625.00	$850.00	$13,844.04	$333.16	$204.14	$159.68
YTD	**$292,411.02**	**$43,861.65**	**$6,150.00**	**$6,525.00**	**$1,675.00**	**248,549.37**	**$4,999.29**	**$2,952.14**	**$2,222.49**

The Town of Hillsboro Beach
Building Department
Permit Report

Start Date: 8/1/2020
End Date: 8/31/2020

	Permit Type	# Issued	# Units	Value
Residential				
	RESIDENTIAL WINDOWS/DOORS/SHUTTERS	7		40,505.88
	RESIDENTIAL WATER HEATER	1		1,263.24
	RESIDENTIAL STRUCTURAL MISCELLANEOUS	2		10,060.00
	RESIDENTIAL SERVICE CHANGE/REPAIR	2		2,500.00
	RESIDENTIAL PLUMBING MISCELLANEOUS	1		8,783.00
	RESIDENTIAL IRRIGATION SYSTEM/SPRINKLERS	2		56,500.00
	RESIDENTIAL HURRICANE SHUTTERS	1		2,450.00
	RESIDENTIAL ALTERATION	5		230,693.00
	RESIDENTIAL A/C CHANGE OUT	6		26,666.00
	Subtotal	27		379,421.12
Commercial				
	COMMERCIAL PLUMBING MISCELLANEOUS	1		23,161.00
	COMMERCIAL BACKFLOW	1		200.00
	COMMERCIAL ALARM SYSTEM	1		48,890.00
	Subtotal	3		72,251.00
		30		***$451,672.12***

The Town of Hillsboro Beach
Building Department
Activity Report

Start Date: 8/1/2020
End Date: 8/31/2020

Discipline	Total # of Inspections	Plan Review	Permits Applied	Value of Construction	Permit Revenue
Building	61	27	20	$306,869.88	$5,408.19
Electrical	24	22	9	$51,390.00	$3,762.56
Plumbing	42	19	10	$66,746.24	$1,310.49
Mechanical	18	22	11	$26,666.00	$3,846.24
Totals	**145**	**90**	**50**	**$451,672.12**	**$14,327.48**

The Town of Hillsboro Beach
Building Department
Issued Permits Report

Start Date: 8/1/2020
End Date: 8/31/2020

	Folio #	Permit #	Date Issued	Job Address	Job Sub Division	Job Value
RESIDENTIAL ALTERATION						
	484317AB1180	2014484-0	8/5/2020	1050 HILLSBORO MILE(UNIT 501W)	HILLSBORO LE BARON	$58,850.00
	484317AB1110	2014486-0	8/7/2020	1050 HILLSBORO MILE(UNIT 402W)	HILLSBORO LE BARON	$50,490.00
	484317AA0280	2014494-0	8/13/2020	1057 HILLSBORO MILE(UNIT 512)	DIAMONDHEAD CONDO	$45,753.00
	484317AD0990	2014499-0	8/18/2020	1021 HILLSBORO MILE, Unit PH2, HILLSBORO BEACH, FL 33062	LANDMARK AT HILLSBORO	$23,500.00
	484317AD0860	2014500-0	8/18/2020	1021 HILLSBORO MILE (UNIT 1104)	LANDMARK AT HILLSBORO	$52,100.00
					Grand Total	**$230,693.00**

The Town of Hillsboro Beach
Building Department
Plan Review Times Report

Start Date: 8/1/2020
End Date: 8/31/2020

Number of Reviews	Average Days In Review	Most Days In Review
90	2.90	**9**

Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Code Compliance Summary Report

From 8/1/2020 **To** 8/31/2020 **Corridor** (All Corridors)

Case Totals for Period

Cases Open at Start of Period	25
Cases Opened During Period	4
Cases Opened as result of Complaint	4
Cases Closed During Period	1
Cases Closed prior to Hearing	1
Cases Open at End of Period	28

Inspections	6
Re-inspections	5
Total	**11**

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 prior to Hearing	Open at End of Period
B. Pita	1	0	0	0	0	1
M. Sotolongo	24	4	4	1	1	27
Total	**25**	4	4	1	1	**28**

Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Code Compliance Summary Report

From 8/1/2020 **To** 8/31/2020 **Corridor** (All Corridors)

Inspections by Officer

Officer	Inspections	Re-inspections	Total
M. Sotolongo	6	5	11
Total	**6**	**5**	**11**

Summary of Cases Opened by Incident Type

Incident Type	Number
Property Maintenance	2
Requirements for marine turtle protection.	1
Construction Site Violation	1
Total	4

Revenue Summary

	Period Start	During Period	Period End
Total Fines Assessed	$71,875.00	($9,925.00)	$61,950.00
Total Payments	$0.00	$0.00	$0.00
Balance	**$71,875.00**		**$61,950.00**

Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Case Action Report*

From 8/1/2020 **To** 8/31/2020 **Corridor** (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued: Date Issue	Type	Officer Assigned
8/7/2020	Construction Site Violation. Work conducted without the benefit of permits.	1203 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 10A	Open	8/7/2020	Complaint	M. Sotolongo
				8/7/2020	Notice of Violation	M. Sotolongo
				8/10/2020	Notice of Hearing	S. Lowe
8/14/2020	Property Maintenance Sand and overgrowth spilling onto roadway.	997 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	8/14/2020	Complaint	M. Sotolongo
				8/14/2020	Courtesy Notice	M. Sotolongo
				9/30/2020	Affidavit of Non-Compliance	M. Sotolongo
				9/30/2020	Notice of Violation	M. Sotolongo
8/17/2020	Requirements for marine turtle protection. Beach furniture obstructing nesting.	987 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	8/17/2020	Complaint	M. Sotolongo
				8/17/2020	Courtesy Notice	M. Sotolongo
				8/31/2020	Affidavit of Compliance	M. Sotolongo
8/31/2020	Property Maintenance. Dirty roof and unkept landscape.	1079 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	8/31/2020	Complaint	M. Sotolongo
				8/31/2020	Courtesy Notice	M. Sotolongo
				9/30/2020	Affidavit of Non-Compliance	M. Sotolongo
				9/30/2020	Notice of Violation	M. Sotolongo

*Cases included in this report are those where the owner was first cited within the date range and corridor specified

Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Date	Case #	Folio	Owner Name	Site Address	NOV Item Section	Status	Date Complied
1/27/2020	20010002	484320000010	WU,TSAI HUI	1015 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	DIVISION 5. - ZONING , ARTICLE XIII. - ADDITIONS, EXCEPTIONS AND MODIFICATIONS ; Section 12-268 (D)(5).- Seawalls.	Open	
3/27/2020	1692	484320000380	MACK,ANDREW T	935 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	DIVISION 5. - ZONING , ARTICLE XIII. - ADDITIONS, EXCEPTIONS AND MODIFICATIONS ; Section 12-268 (D)(5).- Seawalls.	Open	
3/27/2020	1693	484320000350	ZINN,CRAIG M & MARTINE	945 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	DIVISION 5. - ZONING , ARTICLE XIII. - ADDITIONS, EXCEPTIONS AND MODIFICATIONS ; Section 12-268 (D)(5).- Seawalls.	Open	
3/27/2020	1694	484320000340	PAUL C JANKOWSKI JR REV TR LISA M JANKOWSKI REV TR	949 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	DIVISION 5. - ZONING , ARTICLE XIII. - ADDITIONS, EXCEPTIONS AND MODIFICATIONS ; Section 12-268 (D)(5).- Seawalls.	Open	
3/27/2020	1695	484320000330	MIDDLESWORTH,KEVIN VAN	951 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	DIVISION 5. - ZONING , ARTICLE XIII. - ADDITIONS, EXCEPTIONS AND MODIFICATIONS ; Section 12-268 (D)(5).- Seawalls.	Closed	7/17/2020
3/27/2020	1696	484320000210	SS TIDALWAVE LLC	969 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	DIVISION 5. - ZONING , ARTICLE XIII. - ADDITIONS, EXCEPTIONS AND MODIFICATIONS ; Section 12-268 (D)(5).- Seawalls.	Open	
3/27/2020	1697	484320000200	WOOD,WENDELL W	971 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	DIVISION 5. - ZONING , ARTICLE XIII. - ADDITIONS, EXCEPTIONS AND	Open	

					MODIFICATIONS ; Section 12-268 (D)(5).- Seawalls.	
3/27/2020	1698	484320000190	SMOLENTSEV,MAXIM	973 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	DIVISION 5. - ZONING , ARTICLE XIII. - ADDITIONS, EXCEPTIONS AND MODIFICATIONS ; Section 12-268 (D)(5).- Seawalls.	Open
3/27/2020	1699	484320000180	CARLSON,JOHN & SUZANNE	975 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	DIVISION 5. - ZONING , ARTICLE XIII. - ADDITIONS, EXCEPTIONS AND MODIFICATIONS ; Section 12-268 (D)(5).- Seawalls.	Open
3/27/2020	1700	484320000170	LAMBERT,JAMES R	977 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	DIVISION 5. - ZONING , ARTICLE XIII. - ADDITIONS, EXCEPTIONS AND MODIFICATIONS ; Section 12-268 (D)(5).- Seawalls.	Open
3/27/2020	1701	484320000130	CELENTANO,MARY VINCENT & MARY CELENTANO 2012 TR	987 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	DIVISION 5. - ZONING , ARTICLE XIII. - ADDITIONS, EXCEPTIONS AND MODIFICATIONS ; Section 12-268 (D)(5).- Seawalls.	Open
3/27/2020	1702	484320000110	CASE,RICHARD & RITA DAVID C HARDIN LAND TR	991 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	DIVISION 5. - ZONING , ARTICLE XIII. - ADDITIONS, EXCEPTIONS AND MODIFICATIONS ; Section 12-268 (D)(5).- Seawalls.	Open
3/27/2020	1703	484320000100	MIRCHANDANI,KISHORE H/E MIRCHANDANI,ANJALI	995 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	DIVISION 5. - ZONING , ARTICLE XIII. - ADDITIONS, EXCEPTIONS AND MODIFICATIONS ; Section 12-268 (D)(5).- Seawalls.	Open

Total Cases **13**

Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Updates & Discussion**
Mac Serda, Town Manager

1. Update on Planning Room
2. Update on Painting of Town Hall
3. Update on Town Hall Gateway Signs

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

Agenda Date: **October 6, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Gemstone Building LLC

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, Suite 112	Pompano Beach, FL 33062	6/30/2020	11:11 AM	$62,696.00	$52,696.00
3	Quick Painting Group, Corp.	5401 S Kirkman Rd, 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

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

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4907 North University Dr., Suite 205, Lauderhill, FL 33351 | (954) 682-2121 | 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

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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.

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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 Bilia

Moti Bilia,
PRESIDENT

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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 cochére
  - 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

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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.

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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. Reparations 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

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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:

30 % DEPOSIT	$11,226.60
30 % HALFWAY	$11,226.60
40 % UPON COMPLETION	$14,968.80

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.

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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%).

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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.

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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 party 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.

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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 7th , 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

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