



AGENDA

Town of Hillsboro Beach Commission Meeting

November 10, 2020
9:00 AM



MAYOR

Honorable Deborah L. Tarrant

VICE MAYOR

Honorable Irene Kirdahy

COMMISSIONERS

Honorable Vicky Feaman
Honorable Barbara Baldassarre
Honorable Andrew R. Brown

TOWN MANAGER

William "Mac" Serda, ICMA-CM

TOWN ATTORNEY

Donald J. Doody

TOWN CLERK

Sherry D. Henderson, CMC

HILLSBORO BEACH TOWN HALL

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

www.TownofHillsboroBeach.com



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile, Hillsboro Beach, Florida 33062

November 10, 2020 | 9:00 AM

REGULAR 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

To ensure compliance with latest CDC recommendations, the November 10, 2020 Regular Town Commission Meeting will be a Virtual Meeting and may proceed utilizing communications media technology. LIVE ZOOM Meeting number: 859 5623 2787 Passcode: 262327

A. PROVIDING PUBLIC COMMENT

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

- **VIA EMAIL** – Public comments and documents may be submitted via email to TownClerk@TownofHillsboroBeach.com. 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. September 14, 2020 FY20/21 First Budget Hearing

- B. September 23, 2020 Special Commission Meeting
- C. September 23, 2020 FY20/21 Second Budget Hearing
- D. October 6, 2020 Board of Zoning & Appeals Meeting
- E. October 6, 2020 Regular Commission Meeting
- F. October 9, 2020 Special Commission Meeting

II. PRESENTATIONS

- A. **State Road A1A Preliminary Redesign Presentation**
Presented by Florida Department of Transportation (FDOT)

III. ORDINANCES

- A. **Ordinance No 2020-07** Amendment to the Town's Code of Ordinance to Prohibit the Discharge of Pollutants Into the Atlantic Ocean or the Intracoastal Waterway **(FIRST READING)**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 7 ENTITLED "OFFENSES AND MISCELLANEOUS PROVISIONS" BY SPECIFICALLY AMENDING ARTICLE 1 ENTITLED "IN GENERAL" AND CREATING SECTION 7-4 TO BE ENTITLED "DISCHARGE PROHIBITION"; PROHIBITING THE DISCHARGE OF POLLUTANTS INTO THE ATLANTIC OCEAN OR THE INTRACOASTAL WATERWAY; PROVIDING FOR SPECIFIC PROHIBITION; PROVIDING FOR ENFORCEMENT BY THE TOWN MANAGER; PROVIDING FOR ENFORCEMENT ACTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

IV. RESOLUTIONS & CONTRACTS

- A. **Resolution No. 2020-66** Ratifying the Subaward Agreement Between Broward County and The Town of Hillsboro Beach for CARES Act Funding.
- B. **Resolution No. 2020-67** Consideration to Approve & Authorize the Use of Law Enforcement Trust Funds for Police Department; use of \$5,000 of Law Enforcement Trust Funds for Tactical Vests and Use of \$2,500 Law Enforcement Trust Funds for Wall Charger for Radios.
- C. **Resolution No. 2020-68** Consideration to Approve and Accept \$99,135.00 from FEMA for a Beach Erosion Mitigation Feasibility Study Related to Loss Associated from Hurricane Dorian.
- D. **Resolution No. 2020-69** Consideration to Authorize Proper Town Officials to Execute Amendment to Agreement Work Order No. 3 (Oct. 29, 2020) and Accept the Proposal from Moffat & Nichol, Inc. Relative to Conducting A Feasibility Study for the Town, Part of Hurricane Dorian Public Assistance Request.

- E. Resolution No. 2020-70** Consideration to Approve and Authorize Submittal of the Vendor Automated Clearing House (ACH) Payment Enrollment Form, Allowing Vendors the Ability to Receive Payments via Electronic Transfer.
- F. Resolution No. 2020-71** Consideration to Approve and Authorize Proper Town Officials to Execute Renewal Agreement with United Healthcare for Employee 2021 Health Insurance Benefits.
- G. Resolution No. 2020-72** Consideration to Approve and Authorize Proper Town Officials to Execute the Second Amendment to PCS Site Agreement Between the Town of Hillsboro Beach and Sprint Spectrum Realty Company, LLC.

V. CONSENT

A. PROCLAMATIONS

- 1. Proclamation To Recognize National School Choice Week January 24-31, 2021**

B. INVOICES FOR APPROVAL

1. **Akerman:** Invoice #9610445 Services rendered thru 9/30/2020 **\$29,692.10**
2. **Gardner, Bist, Bowden, Bush:** Invoice #10008 Services rendered from 9/01/2020 thru 9/30/2020 **\$11,341.11**
3. **Goren, Cherof, Doody & Ezrol P.A.:** Invoice #33297 Services rendered from 9/30/2020 thru 10/26/2020 **\$2,771.12** (General Matters)
4. **Goren, Cherof, Doody & Ezrol P.A. :** Invoice #33298 Services rendered thru 10/01/2020 **\$68.20** (Deerfield Beach)
5. **Goren, Cherof, Doody & Ezrol P.A. :** Invoice #33299 Services rendered from 10/01/2020 thru 10/14/2020 **\$635.44** (Purchase from Winter Sun Investments LLC)
6. **Goren, Cherof, Doody & Ezrol P.A. :** Invoice #33300 Services rendered from 9/30/2020 thru 10/09/2020 **\$450.00** (adv. State of Florida (Bond Validation 2020))
7. **Goren, Cherof, Doody & Ezrol P.A.:** Invoice #33301 Services rendered thru 10/01/2020 **\$315.00** (adv. David Pratt (Seagrape Revocable Trust) Appeal)
8. **Inframark:** Invoice #56445 October 2020 **\$7,350.12**
9. **Nabors, Giblin & Nickerson:** Invoice #1060 20093 43782 Services rendered from 9/1/2020 thru 9/30/2020 **\$9,219.00**
10. **RMA:** Invoice #4258 09/10/2020 **\$1,290.00**
11. **Shutts & Bowen LLP:** Invoice #1492422 Services rendered from 9/1/2020 thru 10/6/2020 **\$7,050.00**
12. **Sweetapple, Broeker & Varkas:** Invoice #11004 Services rendered from 9/28/2020 thru 10/13/2020 **\$850.00**
13. **Public Financial Management, Inc (PFM):** Invoice #112015 Special Assessment Report **\$25,000.00**
14. **Mark E. Raymond:** Invoice for Beach Nourishment Land Acquisition Project **\$46,853.01**
15. **RMA:** Invoice #4544 Services rendered from 9/01/2020 to 9/30/2020 **\$4,525.00**
16. **CG&A:** Invoice # 81199 10/31/2020 **\$26,610.58**
17. **LSF:** Invoice #20-1031-26 October 2020 **\$6,083.87**
18. **Moffatt & Nichol:** Invoice # FB000056 10/30/2020 **\$40,038.00**

VI. BEACH REPORT

A.

Presentation from Rene Males on "Sea Level Rise"
Staffing Consideration - Resiliency Manager
Mayor's Beach Update
Deerfield Beach Kickoff Meeting Update

VII. STAFF UPDATES

A. POLICE DEPT

Presented by Chief Szesnat

1. Sept 2020 Police Report

2. County Commission 10/20/2020 Meeting Update, Relating to Broward County Police Review Board

(Presented by Mayor Tarrant)

B. FINANCE DEPT

Presented by Stephen Bloom, Inframark

C. BUILDING DEPT

Presented by Steve Mitchell, Building Official, CG&A

D. CODE ENFORCEMENT

Presented by Mario Sotolongo

VIII. TOWN MANAGER REPORT

A. Paint Town Hall Update

Undergrounding Utility Easements Contract

Town Hall Holiday Lights

Shredding & Household Hazardous Waste Drop-off Event

IX. TOWN ATTORNEY REPORT

X. TOWN COMMISSION COMMENTS/REPORTS

XI. PUBLIC COMMENTS

XII. ADJOURNMENT

UPCOMING MEETINGS & EVENTS

A. Tue, Dec 1, 2020	Commission Meeting
Tue, Jan 5, 2021	Commission Meeting
Tue, Feb 2, 2021	Commission Meeting
Tue, Mar 2, 2021	Commission Meeting
Tue, Mar 9, 2021	Municipal Election
Tue, Mar 23, 2021	Re-Organization Meeting
Tue, Apr 6, 2021	Commission Meeting
Tue, May 4, 2021	Commission Meeting
Tue, June 1, 2021	Commission Meeting
Tue, July 6, 2021	Commission Meeting
Tue, Sept 7, 2021	Commission Meeting
To Be Determined	1st Budget Hearing
To Be Determined	2nd Budget Hearing
Tue, Oct 5, 2021	Commission meeting
Tue, Nov 9, 2021	Commission Meeting
Tue, Dec 7, 2021	Commission Meeting

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



DRAFT

**MINUTES
TOWN OF HILLSBORO BEACH
1ST FY2021 BUDGET HEARING
SEPTEMBER 14, 2020**

5:01 P.M.

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Deborah L. Tarrant called the meeting to order at 5:01 p.m. Roll was called with the Commission members and staff present via video as listed below.

Town Commission:

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

Vice Mayor Irene Kirdahy
Commissioner Vicky Feaman

Town Staff:

Town Manager Mac Serda
Town Attorney DJ Doody
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 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.

Mayor Tarrant gave kudos to the Police Department on how they had handled the unauthorized vessel which came ashore the week before, acknowledging the Officers involved in the incident.

Chief Szesnat thanked the team and stated the Sheriff's Office was also a big help.

APPROVAL OF AGENDA

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

I. PUBLIC HEARING

A. Resolution No. 2020-56 – Consideration to Approve and Adopt the Tentative Millage Rate for General Operations for Fiscal Year 2020-2021 (FY21)

a. Staff Presentation

Stephen Bloom, Inframark, gave a brief *PowerPoint* presentation outlining the proposed FY21 budget. He started with changes since the first budget presentation on July 7, 2020, including:

- Town Clerk Department – increased copier budget by \$500
- City Manager Department – increased car allowance by \$500 and payroll expenses by five (5) percent or \$8,781
- Removed COLA increases except contract positions (based on CPI index)
 - General Fund - \$50,764
 - Water fund – \$7,861
- All adjustments to the General Fund expenditures offset by contingency budget line - \$144,352
- Water fund – changed verbiage and adjusted contingency amount to balance budget
- Special Revenue Fund (Bus) – Added “reserve for future use” line to balance budget

Mr. Bloom reviewed highlights of the proposed budget. He explained the proposed operations budget was based on the FY20 service levels with no change in team count and adjustments to salary and benefits as contracted. Mr. Bloom stated under beach management there was \$500,000 of litigation-related activity funded by cash reserves and continued beach monitoring and quarterly reporting in the amount of \$60,000. He reviewed the Capital Improvement Program (CIP) budget, pointing out some carryover was expected from FY20.

Continuing, Mr. Bloom outlined Water Fund CIP projects, including well rehabilitation, storage reservoir, water tower improvements, pump house roof improvements, and general repair and maintenance. He stated the budget increased slightly over FY20 to \$713,500. Mr. Bloom explained expenditures would be examined again prior to the final budget hearing, including reviewing the Town Hall renovation and undergrounding of utilities to determine what costs would need to be pushed to FY21.

Mr. Bloom closed with a staffing summary, pointing out there were no changes to full-time or part-time staffing included in the proposed budget.

b. Open Public Hearing

Mayor Tarrant opened a public hearing on the proposed millage rate of 3.50.

Town Clerk Sherry D. Henderson read the first three (3) minutes of a public comment from Town resident JR Fishman, which included 14 points titled "Regarding 2021 budgets and all matters beach, 1205-6 hoax and legal costs." The email was attached to the public record.

Mr. Serda stated there were no virtual attendees wishing to speak.

c. Close Public Hearing

Mayor Tarrant closed the public hearing on the proposed millage rate.

d. Commission Discussion

DJ Doody, Town Attorney, respectfully requested that the millage rate be addressed prior to continuing with Commission discussion regarding the budget.

e. Motion to Adopt Tentative Millage Rate

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Brown, to adopt the millage rate of 3.50. In a roll call vote, the **motion** passed unanimously. (5-0)

f. Motion to Adopt Resolution

Mr. Doody read the Resolution by title only. He announced the final hearing date for the millage rate was set for September 23, 2020 at 5:01 p.m., virtually via Zoom video conference system.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Brown, to approve Resolution No. 2020-56. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Resolution No. 2020-57 – Consideration to Approve and Adopt the Tentative Budget for Fiscal Year 2020-2021 (FY21)

a. Staff Presentation

No additional presentation.

b. Open Public Hearing

Mayor Tarrant opened a public hearing on the proposed FY21 budget.

Ms. Henderson stated there were no public comments submitted prior to the meeting.

JR Fishman, 1202 Hillsboro Mile, asked where the clerk had left off on her reading of the letter during public comment for the millage rate, and picked up from where she left off.

Mayor Tarrant said the comments were basically personal hate mail and not constructive public comment relative to the budget. She noted that in his defense, he was not privy to the legal negotiations regarding the beach litigation, as the law does not allow it, and stated the Town is making substantial progress toward a long-term solution. She added that the appeal kept the Town's options open in case the negotiations were not successful.

Continuing, Mayor Tarrant stated she and the Commissioner were doing all that they could to solve a huge, decades-old problem facing Hillsboro Beach. She added that letters like Mr. Fishman's contributed to the lack of intelligent, qualified people willing to run for public office, but the Commission was not easily intimidated.

Mr. Doody asked if any additional members of the public wished to speak.

Nicole Geiser asked what the \$62,000 line item for a lobbyist entailed.

Mayor Tarrant stated the funds for a lobbyist typically went toward action taken on behalf of the Town in Tallahassee.

Mr. Serda explained it was a standard expense in most cities to have a professional advocate the Town's position, whether it be for funding or grants.

Mr. Serda stated there were no additional speakers.

c. Close Public Hearing

Mayor Tarrant closed the public hearing.

d. Commission Discussion

Vice Mayor Kirdahy asked about the need for additional staff in the Water Department.

Mr. Serda stated funding was in contingency should a need to add to staff arise.

Mayor Tarrant pointed out two (2) items on the overview of expenditures slide from Mr. Bloom's *PowerPoint*, including the Commission paying off the beach loan a year early and the huge impact of a \$4 million nourishment on expenditures.

Mayor Tarrant asked for clarification on the Town Clerk's budget.

Ms. Henderson noted a change in a line item for contracted services to include public records tracking software solution and a separate line item for minutes preparation.

Mr. Bloom stated they had decided to separate the minutes preparation out for clarity.

Mayor Tarrant asked where the expense for COVID-19 testing was reflected in the Police Department budget.

Mr. Bloom pointed to funds in line items for PPE, other services, and office supplies, and noted those areas could be used to fund testing.

Mayor Tarrant asked for clarification regarding the special revenue fund for Planning and Zoning. She noted in the last four (4) years, the Commission had cut the budget to a third of what had been being spent. She pointed out this savings was in addition to fuel costs and insurance claims which were also now under control.

Mayor Tarrant pointed to the CIP, stating it was amazing how much lower the numbers were in years when a beach nourishment didn't happen. She stated Mr. Bloom had addressed the undergrounding project, but FP&L's costs had come down substantially in the most recent estimate. She noted the project name was being changed because it included other utilities.

e. Motion to Adopt Resolution

Mr. Doody read the Resolution by title only.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Baldassarre, to approve Resolution No. 2020-57. In a roll call vote, the **motion** passed unanimously. (5-0)

II. ANNOUNCE FINAL BUDGET PUBLIC HEARING

A. 2020 The SECOND and FINAL Budget Public Hearing will be held Wednesday, September 23, 2020 at 5:01 p.m. (Virtual via Zoom)

Mayor Tarrant announced the second and final budget public hearing would be held on September 23, 2020 at 5:01 p.m.

III. RESOLUTIONS & CONTRACTS

A. Resolution No. 2020-58 Amendment Consideration to Approve and Authorize the Appropriate Town Officials to Execute an Interlocal Agreement (ILA) between City of Deerfield Beach and the Town of Hillsboro Beach for Fire and Rescue Services.

Mr. Doody read Resolution 2020-58 by title only.

Mr. Serda explained the contract before the Commission was the culmination of work between the Managers of Hillsboro Beach and Deerfield Beach and their attorneys. He noted Mr. Doody had been instrumental. Mr. Serda stated the Fire and Rescue Services contract brings critical life-saving services to the Town and highlighted areas within the contract to be reviewed.

Mr. Serda stated Deerfield Beach required the annual contract not include a cost of living trigger but be based specifically on their contract with BSO. He noted the contract between Deerfield Beach and BSO was also expiring at the end of the month, so the Town did not have a copy of the new contract. He pointed out limitations within the existing contract, such as healthcare.

Continuing, Mr. Serda stated Deerfield Beach requested Hillsboro Beach to contribute toward their capital expenditures. He asserted they originally wanted the amount to be a third, which is what portion of the calls for service are for Hillsboro Beach in Station 75, of repairs and improvements to the facility plus the rescue equipment. He explained the agreement was negotiated to 30 percent of rescue equipment, which amounted to \$41,118 in addition to the service contract each year with no inflationary index. He noted the contract was a five (5) year agreement with the option to renew for another five (5) years.

Mr. Serda stated he had made comment that the Town needed to be able to exit the contract without cause at any time with 12 months' notice. He noted Deerfield Beach requested a similar exit clause, but he asserted the service was too imperative and they acquiesced easily, showing their understanding of the importance of the contract.

The Commissioners thanked staff for a great job done on negotiations.

Mayor Tarrant asked if Hillsboro Beach had joint ownership of emergency vehicles in a proportion to the percentage paid and noted they did not. She noted Deerfield Beach also received Chapter 175 Pension proceeds from the State on Hillsboro Beach's behalf in the amount of \$69,000.

Continuing, Mayor Tarrant asserted that Deerfield Beach's costs are fixed, and it does not cost anything additional to service Hillsboro Beach. She expressed her disappointment in the fee for purchasing capital equipment but indicated the Town doesn't have a choice. She thanked staff for the time and energy put into the contract.

Mr. Serda emphasized that Deerfield Beach worked with them and took the contract separately from any pending litigation without holding it over their heads. He noted the annual contract amount was an increase of \$14,000, and the capital installment was not required until FY22. He said overall it was a nice working relationship and while it leaned financially toward Deerfield's position, he understood the approach.

Motion made by Commissioner Baldasarre, seconded by Commissioner Feaman, to approve Resolution 2020-58. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Resolution No. 2020-59 Consideration to Approve and Authorize the Use of Federal Forfeiture Funds for Police Department; Reallocate Partial Funding of \$36,000 of an Earlier Forfeiture Request, Relating to Marine Patrol Resolution No. 2020-42 (adopted July 7, 2020) to be Used Toward the New Project of Replacing Police Radios and Reprogramming Older Radios; Use of \$31,000 of Federal Forfeiture Funds for Reprogramming of Radios to Make Existing Police Radios Compatible with Broward County's New P25 Radio System.

Mr. Doody read Resolution 2020-59 by title only.

Mr. Serda provided a brief summary, noting it was a two (2) phase request to reallocate funds originally allocated from forfeiture proceeds originally to be used for the Marine Patrol Program and to add funds for a new radio system. He stated the entire County was moving to a new radio system and this expenditure would allow the Town to communicate with all jurisdictions within the County.

Chief Szesnat clarified that the expense was to purchase radios and reprogram them, using forfeiture funds. He stated it was the Police Department's most important piece of equipment.

Mr. Serda pointed out the expenditure was costing the Town nothing, as it was using assets which had been forfeited and converting them to Police use.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Baldasarre, to approve Resolution 2020-59. In a roll call vote, the **motion** passed unanimously. (5-0)

IV. PUBLIC COMMENT

Mr. Serda publicly thanked the team for putting together an outstanding budget, taking the Commission's priorities and putting it to the tasks associated with the vision.

Angela Adediran, Assistant City Manager for the City of Deerfield Beach thanked Mr. Serda for working with the City to negotiate the Fire and Rescue Contract.

V. ADJOURNMENT

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Baldasarre, to adjourn the meeting at 6:13 p.m. In a roll call vote, the **motion** passed unanimously.

ADOPTED THIS _____ DAY OF _____, 2020

By: _____
Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk



Written public comments & documents entered into the record

SEPTEMBER 14, 2020

1ST FY2021 BUDGET HEARING

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

Submitted by: JR Fishman, Town Resident

September 11, 2020

To the Town of Hillsboro Beach Commission

Regarding 2021 Budgets and ALL MATTERS BEACH, 1205-6 HOAX AND LEGAL COSTS

1. The Hillsboro Beach Committee for Better Government emphatically objects to the proposed \$500,000 line item legal expense as well as any Supreme Court Appeal.
2. There is no justification for adding to the \$2.7 Million this Commission has wasted on fruitless litigations against neighboring District Governments. Nowhere has it ever been written that Deerfield Beach would refuse Hillsboro Beach access to the beach at the Town Border for purposes of a nourishment.
3. There is no justification for adding to the almost \$100,000 spent on the overpriced Contract to Purchase 1205-6. Had the Commission simply enlisted a Realtor to negotiate on behalf of the Town as a "Buyer", there would not have been these needless legal fees. Tyrant is on record as stating that having held a Florida Real Estate License for three years, ostensibly to be used for personal property acquisitions, she concluded that most Florida Realtors were incompetent. So instead, she convinced her Commission that paying a Town Attorney exorbitant sums would yield the lowest Purchase Price for 1205-6.
4. After signing a Contract to Purchase 1205-6 on 12-03-2019, Tyrant announced a series of Public Meetings presenting as a Major Premise that this was the purchase of Real Property and as such, subject to a Bond Referendum per the Florida Statutes.
5. When objections arose during the first Tyrant meetings, over the subsequent Holidays, Tyrant completely dropped the Bond Referendum, and chose to describe the land purchase as part of a "Maintenance Project" even though there was no other component of that project, and now pay the exorbitant Purchase Price via an "Assessment" method utilized in 2010 for a project to pump sand from an off shore barge. In this way, Tyrant protected her own Mansion as well as the Mansions of her friends from proportionally sharing in the cost to purchase Real Property as defined in Chapter 78.03 of the Florida Statutes.
6. In so doing, Tyrant hastily filed for an Assessment Bond Hearing just as the Covid-19 Flu Crisis was rearing its ugly head. Adding insult to injury, Tyrant blamed ALL objections to this politically overpriced land purchase and the "new" financing on so called "NIMBY" undesirables exactly like Hillary Clinton called her opponent's supporters "The Deplorables". She has continued to use this defense to literally smear the integrity of anyone who dared to challenge the Tyrant. The Commission was pathetically absent from

making any cogent or intelligent statements, but rather just voted 100% with Tyrant and her exaggerations of the facts.

7. The facts are that the Committee had only about two weeks to file objections to the unfair Assessment Validation Case and to make matters worse, Covid-19 and all the new personal interface rules were being initiated. The Committee obtained signatures from Taxpayers and Voters from one extreme end of the HB barrier island, The Hillsboro Club at the South, to Port de Mer at the North end. There are objection letters from EVERY subdivision of EVERY Commissioner. Tyrant, when discovering that even Port de Mer residents objected, actually threatened them with never delivering sand to their part of the beach if that's what they wanted. No matter that one of our illustrious Commissioners, who even resides at Port de Mer, either had no idea any of this was going on or he just did not care. No point in listening to constituents. Just vote how the Tyrant instructs. Tyrant continued to spin and lie and tell people via her despicably one-sided letters (hopefully the Taxpayers aren't footing the bill for that garbage) as well as to cut EVERY objection short at every meeting on the subject of 1205-6. Tyrant continued to say that only NIMBY low-lifes objected to the overpriced Purchase Contract and illegal Assessment. It seems that There is a SWAMP here at HB Town Hall. Nauseating.
8. After the NIMBY low-lifes managed to obtain over a hundred objections in the midst of a Covid Crisis, (and there would have been many more had it not been for the Court Hearing date time constraint and Covid issues), Tyrant continued to spin her lies and stick to her self-serving story and the Commission just bobbed their heads and voted as told. Tyrant literally bragged at every Subdivision Meeting she attended that "her" Assessment Method would prevail in Court. Well, it most certainly did NOT. The Judge stated that there was a considerable quantity of objections for a Case for which most Taxpayers are not even aware. But that was not the reason for his decision. He ruled based upon the Florida Statute requirements that the Purchase of Real Property must be financed via a Voter approved Bond Referendum.
9. Having lost her crooked "Assessment" methodology case, Tyrant NOW wants to spend what will become hundreds of thousands of dollars of OUR TAXPAYER MONEY on an Appeal to the Florida Supreme Court as well as commencing to pay the Property Taxes of the Seller of 1205-6 until this WEAK Appeal is resolved, which could take 1-2 years, and result in hundreds of thousands of both LAWYER FEES AND PROPERTY TAXES.
10. Neither Tyrant nor any of her 100% Club Commissioners have submitted or documented any cost/benefit analysis grounds to support the massive financial burden of this Appeal. Why not simply cancel the Contract, renegotiate the price without using comparatives from other barrier islands with more lenient road conveyance Zoning limitations, and put it to Referendum?

11. Has Tryant disclosed the Appeal Failure rate percentage? Or does she just want the fame of her name on a Supreme Court Case Docket? The additional Legal fees to pursue this fraud on Condo Owners are wasteful and unwarranted. They only serve to fatten the bank accounts of the loser lawyers that Tyrant has depended upon for her ENTIRE tenure as a Commissioner.
12. Tyrant cries out that the US Post Office did not deliver her precious Blue Letter Spin Lies in August. Where did she have that printed? Did the Taxpayers pay for that Letter? Was the same Printer and Postage Method used as in her prior spin letters? Any reason for the changes.
13. Finally, Tyrant constantly states that she needs to continuously dump sand on the beach regardless of the lack of means to keep it in place for more than a few months. She has wasted almost \$3 Million on lawyers and now wants to spend what will amount to \$25 Million for all the assorted costs to purchase and finance 1205-6 and that doesn't include ONE SINGLE GRAIN of sand. Not to mention the millions in sand dollars she and the Town have already wasted over the years. Tyrant categorically states that Groins are too expensive. Because her Engineer told her so. There has not been an exhaustive Groin study undertaken. There are new methods for Groin fields which are nothing like the old DFB Groins in either appearance or cost. This disgraceful Commission must be stopped from wasting Taxpayer money, especially when attempting to unfairly Tax their decisions without presenting proper Cost/Benefit Analysis of the alternatives.
14. The HB Commissioners must start explaining their reasoning for ignoring every single objection, including objections from their own Subdivisions, and strictly voting according to the story spin of their own special Tyrant.



TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile, Hillsboro Beach, Florida 33062

DRAFT

MINUTES
VIRTUAL SPECIAL COMMISSION MEETING
Tuesday, September 23, 2020 | 3:00 P.M.

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

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

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Tarrant welcomed everyone and called the meeting to order at 3:00pm
Town Manager Serda called roll and declared a quorum.

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

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

ROLL CALL - CLOSED SHADE SESSION

Pursuant to Section 286.011 of the Florida Statutes -

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

RECONVENE INTO SPECIAL COMMISSION MEETING

Town Commission reconvened into the Special Commission Meeting

ADJOURN There being no further business to come before the Town Commission, Commissioner Brown motioned to adjourn, Commissioner Baldasarre seconded. With a vote of 5-0, the meeting adjourned. The time was 4:57 P.M.

ADOPTED THIS 10th DAY OF NOVEMBER, 2020

By: _____
Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk



DRAFT

MINUTES TOWN OF HILLSBORO BEACH 2ND FY2021 BUDGET HEARING

WEDNESDAY

SEPTEMBER 23, 2020

5:01 P.M.

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Deborah L. Tarrant called the meeting to order at 5:02 p.m. Roll was called with the Commission members and staff present via video as listed below.

Town Commission:

Mayor Deborah L. Tarrant

Commissioner Andrew R. Brown

Commissioner Barbara Baldasarre

Vice Mayor Irene Kirdahy

Commissioner Vicky Feaman

Town Staff:

Town Manager Mac Serda

Town Attorney DJ Doody

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 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

Mayor Tarrant asked that item 3a be moved to after item 5.

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

I. PUBLIC HEARINGS

A. Resolution No. 2020-60 – Consideration to Approve and Adopt the Final Millage Rate for General Operations for Fiscal Year 2020-2021 (FY21)

a. Staff Presentation

Mayor Tarrant explained this was the fourth time the budget had been reviewed by the Commission, and previous notes had been integrated.

Stephen Bloom, Inframark, gave a brief *PowerPoint* presentation outlining the major points of the proposed FY21 budget. He explained changes since the September 14 budget hearing included:

- Reduced the Fire Services Budget to match the new contract - \$833,021
- Added the following carryover Capital Improvement Projects (CIP)
 - Town Hall Renovations - \$50,000
 - Underground Utility Project - \$35,000
- Increased Town Attorney budget by \$5,000
- Adjusted Town Manager's salary by \$4,072
- Increased Police Physical Examinations budget by \$1,750
- Changed budget line item title from "FPL Underground Utility" to "Underground Utility Project"

Mr. Bloom stated everything changed was offset by the contingency line item. He noted the revised contingency budget was \$157,479.

Mr. Bloom pointed out the beach nourishment loan had been repaid.

Continuing, Mr. Bloom explained the budget contemplated a millage rate of 3.50, which was 3.51 percent higher than the rollback rate of 3.3813. He provided a brief overview of the General Fund, noting a \$25,000 decrease in the Operating Budget through a lot of hard work despite increases in some areas, and reviewed the special funds.

Mayor Tarrant stated the millage rate was the same as the past three (3) years.

b. Open Public Hearing

Mayor Tarrant opened a public hearing on the budget.

Town Clerk Sherry D. Henderson stated no public comments were received via email.

Mr. Serda stated there were no virtual attendees wishing to speak.

c. Close Public Hearing

Mayor Tarrant closed the public hearing on the proposed millage rate.

d. Commission Discussion

Commissioner Baldasarre commended Mr. Serda and staff on being able to keep the mill rate and expenses down which has been a tremendous asset.

e. Motion to Adopt Final Millage Rate

Motion made by Commissioner Baldasarre, seconded by Commissioner Brown, to approve the final millage rate of 3.50. In a roll call vote, the **motion** passed unanimously. (5-0)

f. Motion to Adopt Resolution

Mr. Doody read the Resolution by title only.

Motion made by Commissioner Baldasarre, seconded by Commissioner Brown, to approve Resolution No. 2020-60. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Resolution No. 2020-61 – Consideration to Approve and Adopt the Final Budget for Fiscal Year 2020-2021 (FY21)

Mr. Doody read the Resolution by title only.

Mayor Tarrant opened a public hearing.

Ms. Henderson stated no public comments were received via email.

Mr. Serda stated there were no virtual attendees wishing to speak.

Mayor Tarrant closed the public hearing on the proposed millage rate.

Motion made by Commissioner Feaman, seconded by Commissioner Brown, to approve Resolution No. 2020-61. In a roll call vote, the **motion** passed unanimously. (5-0)

II. ORDINANCES

A. Ordinance No. 2020-06 – Amendment to the Town Code of Ordinance – “Buildings and Building Regulations” Chapter 4, Amending Section 4-67, Permit Fee Schedule (Second Reading)

Mr. Doody read the Ordinance by title only.

Steve Mitchell, Building Official with CG&A, explained the Ordinance changed the format of fees to allow the Building Department to operate effectively.

Mr. Serda stated this action moved the Town away from the County fee structure, which didn't work well for the Town. He noted it was a modernization of the fees which made it easier for those outside to do construction work.

Mayor Tarrant opened a public hearing on the item.

Ms. Henderson stated no public comments were received via email.

Mr. Serda stated there were no virtual attendees wishing to speak.

Mayor Tarrant closed the public hearing.

Motion made by Commissioner Baldassarre, seconded by Commissioner Brown, to approve Ordinance No. 2020-06. In a roll call vote, the **motion** passed unanimously. (5-0)

III. DISCUSSION AND POSSIBLE ACTION

A. Discussion - Commercial Contract with Winter Sun Investments, LLC Relating to Purchase of 1205 and 1206 Hillsboro Mile

Item addressed later in the meeting.

IV. RESOLUTIONS & CONTRACTS

A. Resolution No. 2020-62 - Consideration to Approve the Enhanced Marine Law Enforcement Grant (EMLEG) Program for Hillsboro Beach Police Department to Enhance Marine Law Enforcement and Improve Boat Safety.

Mr. Doody read Resolution 2020-62 by title only.

Mr. Serda summarized the matter briefly. He explained the grant had been received routinely and provided \$33,000 with no cash match to expand the availability of the Marine Patrol.

Mayor Tarrant stated the Marine Patrol had been doing a fabulous job.

Motion made by Commissioner Feaman, seconded by Vice Mayor Kirdahy, to approve Resolution 2020-62. In a roll call vote, the **motion** passed unanimously. (5-0)

V. CONSENT

A. Invoices for Approval

a. **Sweetapple, Broeker, & Varkas:** Invoice #10979 08/27/20 \$1975.00

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

III. DISCUSSION AND POSSIBLE ACTION

A. Discussion - Commercial Contract with Winter Sun Investments, LLC Relating to Purchase of 1205 and 1206 Hillsboro Mile

Mayor Tarrant read a statement regarding the purchase, providing details and background on the issue, along with *PowerPoint* slides (attached as backup material). The presentation focused on discrepancies and the lack of “fairness” in using ad valorem taxes as a formula to impose a special assessment – specifically long-time homesteaded properties/units versus newly purchased or non-homesteaded properties/units.

Mayor Tarrant explained and gave actual examples which showed that using ad valorem as a basis for assessment means identical units within the same building would pay vastly different amounts for receiving the exact same benefit. Units that have been homesteaded for decades (and therefore pay substantially lower ad valorem taxes than non-homesteaded or newly purchased units) would be responsible for a far lower share of the assessment than their neighbor next door with an identical unit that is not homesteaded or is newly purchased.

Mayor Tarrant noted the slides were available to anyone wanting to share information with friends and neighbors. She provided a brief timeline of the litigation associated with the purchase of 1205 and 1206 Hillsboro Mile and mediation with Deerfield Beach.

Mayor Tarrant opened the discussion, pointing out the Commission was under tight constraints for two (2) sets of legal situations.

The Commissioners discussed the restrictions of communicating with the public regarding ongoing litigation.

Commissioner Brown stated the Commissioners are not immune and are also fellow property owners. He added that the purchase was in the best interest of the Town.

Commissioner Baldasarre commented that she was tortured when she thinks about spending \$15 million on property she never thought she would have considered. She said she understood where the residents were coming from in terms of money and the 30-year commitment, especially on fixed incomes.

Mayor Tarrant stated it boils down to protecting Hillsboro Beach's biggest asset, the beach.

IV. PUBLIC COMMENT

Terri Osman, Port De Mer, thanked Mayor Tarrant for the extraordinary amount of communication and said she and her husband appreciate it. She noted beach replenishment was an important issue where she lives and thanked the Commission for the transparency on the complicated analysis used. She stated it was her opinion the special assessment was an equitable way to fund the purchase, and said she supports to the Commission's decisions.

Continuing, Ms. Osman asked if the meeting was for information purposes only, or if there was something holding the Town back from the purchase and agreed that without the beach, there really is no Town.

Kim Williams, Sea Club, stated her problem with the issue was that the voters were promised an opportunity to vote on a referendum and that was denied to them. She said the public should have a right to vote and have a say in this matter.

Mayor Tarrant stated half the properties that would be impacted are not voters in Hillsboro Beach.

David Ravenisi, 1236 Hillsboro Mile, stated he believes public hearings are held to make people available to make their case and answer questions. He asserted in the long-term Hillsboro Beach is an exclusive area and the purchase of the property is in the best interest of the Town. He added that no one likes to pay an increased tax or fee, but if it was in the best interest of the Town, it was the best thing to do.

Ms. Henderson stated no public comments were received via email.

Dennis Pushkin, 1223 Hillsboro Mile, thanked the Commissioners for the thorough work they had done on the issue. He stated he supports the issue and hopes it gets done soon.

Asa Loof, thanked Mayor Tarrant for explaining the issue thoroughly.

Mr. Serda stated Mayor Tarrant and Mr. Bloom had done a great job putting together the facts and figures for the presentation.

V. ADJOURNMENT

Mayor Tarrant announced the Census deadline was in seven (7) days, and October 5 was the last day for voter registration. She noted ballots should be mailed out 33-40 days ahead of the election and suggested those relying on mail-in ballots get their ballots back in the mail immediately.

Vice Mayor Kirdahy commended Mayor Tarrant on the number of hours she puts in. She finds it difficult when people complain without understanding the Commission is trying to do the very best they can as a collective whole.

Mr. Doody requested a shade session for the following Tuesday or Wednesday pursuant to the pending appeal of the validation hearing regarding the purchase of 1205 and 1206 Hillsboro Mile.

Motion made by Commissioner Vicky Feaman, seconded by Vice Mayor Irene Kirdahy, to adjourn the meeting at 6:22 p.m. In a roll call vote, the **motion** passed unanimously.

ADOPTED THIS _____ DAY OF _____, 2020

By: _____
Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk

September 23, 2020 Meeting Notes
1205 Purchase Discussion

Adding the 1205 property purchase to the agenda for today's budget meeting is meant to provide constructive information.

Before we can talk about the Winter Sun contract, we need to talk about what has caused the purchase to become an issue. Since we have some aspiring Commissioners in the group that's filed litigation against the 1205 purchase, I'll start the discussion by sharing information anyone who wants to be a Commissioner should be aware of. First, some generalities, and then the details. There are lots of numbers involved in the details, and it might get a bit tedious, but understanding the details is critical, so I ask that you hang in there and bear with me.

In general, Commissioners have a responsibility to exercise foresight in planning for the future, especially given that in government, nothing happens quickly. Every Commissioner has a responsibility to represent ALL the residents in Town, not just the buildings or communities from whence we come. Commissioners have to weigh the impact of decisions ACROSS THE BOARD. This all seems pretty basic, but it's easy to lose sight of this when there's something of personal interest on the table.

With the 1205/1206 property, the Commission decided it's an excellent strategic move for the Town, both in the short-term and the long-term, to own that property for a number of reasons, the most urgent of which is for beach nourishment access and staging. Are there other uses the property can offer? Of course – things like ATV access for beach patrol, the beach-raker, and turtle monitors, as well as access for the post-monitoring required in conjunction with a beach nourishment. We've run into issues for these activities over the years because the Town doesn't have control of an access point.

Anybody with eyes can see the 1205/1206 location makes it perfect for beach nourishment and maintenance because it's right in the middle of the permitted nourishment area. In fact, Mr. Garcia, who's the primary organizer for the group that's filed litigation against the Town to stop the purchase, was involved in trying to BUY the property for the Town in 2015 when he was a Commissioner. He thought it was a great idea five years ago. But Mr. Garcia now owns property next door. He and his group did not initially object to the Town buying a nourishment access point nor to the method of financing, as long as the property being purchased was located somewhere else in Town. After other vacant properties were explored and found to be inappropriate, the focus of the group's objection shifted to the "fairness" of the assessment methodology.

Bottom line, there are a number of strategic advantages for the Town to own the 1205/1206 property, but as I said, the most urgent by far is for the Town to have a beach nourishment access point. Debating the merits of that under the current circumstances, where we've done three emergency nourishments in five years with a fourth already on the horizon, seems ridiculous. If you had a business, would you do what you needed to do to run your business the way it needed to be run, or would you trust your livelihood to the guy who owns the business next door, and hope he'll give you favors whenever you need them without holding your feet to the flames?

This is what the Town has naively done by depending on Deerfield and private owners to grant access, and there's been a price.

So, this brings us to the main part of the discussion which is how to pay for the property purchase and the details that need to be considered to determine what's "fair."

This first slide may seem like a segue, but it's an important factor in determining the "fairness" of any particular methodology for assessments in Hillsboro Beach. This is something most residents are not aware of, but something every Commissioner has to take into consideration.

(Slide of Sanitation Assessments for Broward County)

This slide shows monthly waste disposal charges for every municipality in Broward County. What's important here is not the specific numbers, although it's very interesting to note the differences. What's important is to note that Hillsboro Beach is the only municipality in Broward County where residents do not pay their own trash disposal fees as a separate line item on their tax bills. We use ad valorem taxes instead. If you look at Lighthouse Point and calculate their annual disposal fee, it's over \$500 a year. By using ad valorem taxes in Hillsboro Beach, residents with low assessed property values get a break.

(Sanitation Assessment Slide goes away)

The same is true for Fire/Rescue services. I don't have a slide with specific amounts, but Hillsboro Beach is the only Broward municipality that uses ad valorem taxes to cover Fire/Rescue services as well. Again, those properties with low assessed values come out winners. When you combine typical waste disposal fees and Fire/Rescue fees, individual property owners in Hillsboro Beach avoid direct line items on their annual tax bills for anywhere from \$400 - \$800 annually, depending on which municipality you compare us to. Properties with higher assessed values subsidize properties with lower assessed values for these services. That's something a Commissioner needs to be aware of and take into consideration when representing ALL the residents in Town. If you removed the Fire/Rescue and waste disposal expenses from the Town's budget and people paid those expenses themselves like every other municipality, the mill rate in Hillsboro Beach would drop from 3.5 to 2.66.

Keep this in mind as we look at the logic used by the experts for a large expense like the 1205/1206 property purchase. The best way to understand the logic is to look at the details for individual parcels.

The assessment method recommended by the consultants for purchasing the property has two variables – front footage and Equal Residential Unit or ERU. The ERU is a fixed amount per parcel. FF is based on the number of linear feet "owned" by an individual unit. So for condos, the total front footage for a building is divided by the number of units, and each unit is responsible for that fraction of the frontage of their building. If a condo has 100' of frontage and there are 10 units, each unit would be responsible for 10' of front footage.

(Slide – Comparison of 10% FF/90% ERU to 15% FF/84% ERU)

This chart takes the formula recommended by the experts, 10% FF/90% ERU, and compares it with a 5% shift in the variables to 15% FF/85% ERU. Parcels above the blue line for these examples are within the beach nourishment template area and are authorized to receive sand during a nourishment. The organizers for the opposition of the proposed methodology live in buildings above the blue line. The parcels below the blue line are a random sampling of single-family homes and are outside the area eligible to receive sand in a nourishment. In other words, they will never receive direct improvement to their beach as a result of having a beach nourishment access point at 1205.

If you look at the red boxes, you can see that a 5% shift from ERU to front footage saves the parcels above the blue line (who receive sand) between \$3 and \$13 a year, which is between \$77 and \$380 over 30 years. **Stated another way, the average annual savings for the parcels above the blue line is \$10 a year – less than \$1 a month.** In turn, **that 5% shift drives up the obligation of the properties below the blue line an additional \$250 to \$1000 a year**, which is an additional obligation of \$7,400 to \$30,000 over 30 years for the properties not receiving sand.

For the examples we have here, as recommended by the consultants' formula, **the parcels NOT receiving sand would pay up to nearly 6 times as much as the parcels receiving sand.** Trust me when I tell you, it seems backwards to many residents who live outside the sand nourishment area to have those not receiving sand paying more than those receiving sand. With a 5% shift in the variables of the formula to add more front footage, the parcels not receiving sand would pay up to **8 times** as much as the parcels receiving sand, so that **people receiving sand could save \$10... per year.**

The reason there is not a linear correlation for the variables (and this is very important and something most people don't know, but something every Commissioner needs to understand) is because 98% of our residents live in condos (70% of those are within the sand template area), and only 2% of our residents live in single-family homes. It's this huge weighted difference (98%, 2%) that makes a small change for the 98% have an exponential impact on the 2%.

(Slide – Comparison of 10% FF/90% ERU to 20% FF/80% ERU)

To drive the point home, here's a second comparison with a 10% change from the experts' recommendation, going from 10% FF/90% ERU to 20% FF/80% ERU. The disparity gets even more staggering. If you look at the red boxes, you see **the average savings for properties receiving sand is about \$21 a year (this is \$1.75 a month).** But the obligation for the properties not receiving sand jumps as much as an additional \$61,000, with properties not receiving sand paying up to nearly 11 times those in the nourishment area. The shift creates a fairly insignificant savings for properties above the blue line, but has a major impact on those properties below the blue line. Again, this is because of the huge weighting of 98% condos and 2% single family.

It becomes pretty obvious that it's draconian to expect the 2% (none of whom would receive sand brought to the beach using the 1205 nourishment access point) to carry the load for the other 98%.

(Slide – Recommended formula compared to Ad Valorem)

So, now instead of using a formula with variables of FF and ERU like the experts recommended, let's compare what happens with ad valorem, which is what's being advocated by the people who have filed litigation against the Town. The best way to get the impact of the disparity in using ad valorem taxes is to look at the ends of the spectrum for our examples. Keep in mind, there are properties in Town with much lower assessed values than these examples, as well as much higher assessed values than these examples.

Let's start with two properties that both have 200' of frontage – Palm Hill and the single family at 1087. In the red boxes under "Difference", the Annual Cost column shows Palm Hill residents would **save \$60/year (\$5/month)** for a savings of \$1800 over 30 years using ad valorem for the assessment. Compare that to the single-family home at 1087 that also has 200' of frontage, but would **pay an additional \$10,500 a year**, totaling an additional \$314,000 over 30 years.

Using ad valorem, the red box under "Property Taxes" shows the huge disparity over the life of the bond between the folks above the blue line who can get sand using the access point, and those below the blue line who can't. The 1087 property that has the same frontage as Palm Hill would end up paying \$359,000 over 30 years, while never getting a freshly nourished beach. That's 28 times as much as the Palm Hill resident who pays \$13,000 over 30 years and can get a new 200' beach using the 1205 access point every few years. The \$359,000 that 1087 would have to pay is 79 times as much as the Sea Club resident who gets a new 400' beach, twice as much frontage as the single-family and pays only \$151/year or \$4530 over 30 years. **To say it another way, over the 30-year life of the bond, the resident that enjoys a 400' beach that receives nourishments would pay \$4350, and the resident that has a 200' beach that will never get sand that's been trucked in would pay \$359,000. It's pretty hard to find the fairness in that scenario.**

A few other comparisons from the red box under "Property Taxes":

- 1) Focusing above the blue line, look at Recess and Palm Hill. They both have 200' of frontage, but Palm Hill residents would pay 25% more on average than Recess residents.
- 2) Shoreland has 100' of frontage, compared to Palm Hill's 200'. Using ad valorem, Shoreland residents would pay nearly the same amount as Palm Hill residents, but for half the beach frontage.
- 3) Shoreland, with one-quarter the beachfront of Sea Club (100' compared to 400'), would pay twice as much on average as Sea Club. Is that "fair"?
- 4) Comparing Sea Club and Palm Hill, Sea Club has twice the frontage of Palm Hill, (Sea Club – 400 and Palm Hill 200), but less than half the average ad valorem assessment as the average Palm Hill assessment. A Sea Club unit's average total ad valorem assessment

September 23, 2020 Meeting Notes
1205 Purchase Discussion

would be about \$4500 while Palm Hill's average would be almost \$13,000, for half the frontage.

- 5) Now move to the parcels below the blue line. The properties above the blue line are eligible to receive sand delivered via the 1205 access point. They are paying anywhere from \$4,500 to \$13,000 over the life of the 30-year bond. The owners below the blue line get no sand and would pay hundreds of thousands of dollars, ranging from \$191,000 to \$392,000, for these examples. **And properties below the blue line already pay \$100,000, \$200,000, \$300,000 a year in current ad valorem taxes, a large chunk of which is used to cover sanitation and fire/rescue for the whole Town.** Contrary to popular belief, not all single-family owners are wealthy beyond imagination. Many of them struggle to pay their taxes every year as it is.

These are just examples. There are properties that would get sand directly onto their beach and pay even lower amounts than those shown here, and there are properties that would get no sand and pay even higher amounts than the properties shown here. Is it "fair" that properties paying hundreds of thousands of dollars would never get a new beach out of the deal? As I said at a previous meeting, this starts to look and sound like socialism. You can argue that the sand migrates south, but if you think the downdrift properties wake up one morning and have a brand-new beach, that's definitely not the case. A tremendous amount of the placed sand goes out to sea. You can see this happening any time fresh sand is put down.

(Slide – Comparing Ad Valorem within Buildings)

Lastly, using ad valorem taxes, the disparities are even more obvious when you look at the discrepancies for like-units in the same buildings or parcels with the same beach frontage. Go over to the red box.

Using ad valorem taxes, the Sea Club owner of unit 30A would pay nearly 40% more than the owner of unit 29A, and over 50% more than the owner of unit 9, but everybody has use of the same 400' of beach. (I think we all agree that nobody expects each owner to stay within the 4.5' of beachfront they technically own.)

At Opal Towers East, for use of the same 400' of beach, the owner of unit 208 would pay more than double (130% more) compared to their neighbor in 207, and 160% more than the neighbor down the hall at 201. Is that "fair"?

For the three single-family examples who all have 100' of frontage, one owner would pay \$83,000 while another would pay \$142,000 (over 70% more), and another would pay \$191,000 (130% higher than the first example).

There's nothing "fair" about having properties with the same beach frontage, or next-door neighbors with similar units who share the same beach, paying substantially different amounts. These discrepancies are the result of how long ago a property was purchased and whether or not

September 23, 2020 Meeting Notes
1205 Purchase Discussion

it's homesteaded. Adding to ad valorem tax instead of doing a special assessment means that newcomers who move to Hillsboro Beach would have to pick up a disproportionate share of the burden because we have so many properties that have been passed down within families or homesteaded for a very, very long time. That's not conducive for making people want to move here or for keeping property values high.

I realize it's tedious to look at all these numbers, but as a Commissioner, these are the things you have to consider. You have to understand the math. If you understand the math, you understand why the experts recommended the assessment methodology they did. And as I said, Commissioners have a responsibility to consider ALL residents in Town. Whether you like it or not, that includes the single-family properties that give Hillsboro its panache.

My apologies if this is boring, but these details needed to be shared because the folks opposing the property purchase speak in generalities and spread quasi-facts. According to their favorite sound-byte, "An ad valorem assessment is more 'fair...'" Initially, many of us assumed the assessment would be done using ad valorem which is what was discussed way back in January, but as they say, the devil's in the details. Once the experts weighed in, we realized a number of things:

- Ad valorem is certainly not more fair for the 2% of our residents that already pay sky high taxes and subsidize fire/rescue and trash disposal for the whole town.
- It's not more fair for the people who are new in Town.
- It's not more fair for snow birds that aren't homesteaded.
- It's not more fair for people with high assessed values that don't get any sand.
- It's not more fair for the condo owner who pays twice as much as his next-door neighbor to use the same beach.

I guess it depends on your definition of "fair". It would also depend on whether you're looking out for personal interests or thinking about what's best for the Town. When you look at the details, it becomes pretty obvious there's nothing even close to "fair" about using an ad valorem assessment.

It is the nuances of a municipality's demographics, history, and potential revenue sources that make "home rule" important, and its why judges usually listen to the experts for validation for bonds. Because of the pending litigation, I can't say much, but I'm told "home rule" is often misunderstood unless you are familiar with municipal law. The general concept is that a municipality has the authority to do things unless their Charter strictly prohibits it. Our Charter does not prohibit purchasing land to be used for beach preservation purposes. In fact, our Charter specifically grants the Commission authority for things relating to beach preservation.

Judges sometimes make mistakes; that's why there's an appeal process. Although Home Rule is apparently a difficult concept to grasp, I have faith that the Supreme Court understands it. For

the record, the attorney representing the State of Florida at the validation hearing understood it and supported the Town.

My purpose in going into all this detail is to hopefully help residents understand the process and the outcomes for the assessment evaluation. These slides are available for anyone who wants to share the information with friends or neighbors.

So What Happens Now?

The 1205 owners have been very patient with the numerous road blocks and delays created by the group that lives near the property. The litigants just filed for another 30-day delay with the Supreme Court to submit their brief, and then Hillsboro has 30 days to respond. The decision for the appeal likely will not be determined until January 2021.

Before the 1205 property came on the market last year, the Town had been in mediation with Deerfield. The proposal that came out of that mediation had no benefits for Hillsboro Beach, so the Commission voted it down. Had the mediation been successful, the Town would have looked at the possible purchase of the 1205 property with a completely different lens.

As it happened, several months after signing the contract to purchase the property, we got a surprise when Deerfield suggested a third round of mediation. A lot can certainly happen in a year, even in the middle of COVID. Negotiations with Deerfield have been going on for months and are in the final stages. I expect the Commission will be voting on a proposal at the regular October 6th Commission meeting, but that's all I can say about the Deerfield situation.

Okay, I've gone on long enough. The problem is that we have several complex situations converging all at once, and each of these has its own set of complex details. At the same time, all the pieces are interrelated because they all deal with preservation of our beach. At this point, I'll open the floor to the Commission.

TOWN OF HILLSBORO BEACH
 Analysis on Lot 1205/1206 Purchase - Comparison of Assessment Methodologies
Breakdown by Address (Per Unit)

Comparison of 10% FF/90% ERU versus 15% FF/85% ERU

Building Name	Address	# of ERUs **	FF **	Recommended Option		15% FF / 85% ERU		Difference - Fav (Unfav)	
				10% FF / 90% ERU		15% FF / 85% ERU			
				Annual Cost (per unit)	30 year Total (per unit)	Annual Cost (per unit)	30 year Total (per unit)	Annual Cost (per unit)	30 year Total (per unit)
Sea Club	1221	91	405.0	\$472	\$14,161	\$459	\$13,781	\$13	\$380
Opal Towers East	1147-1149	241	404.9	\$456	\$13,680	\$450	\$13,493	\$6	\$187
Shoreland East	1203	15	100.1	\$485	\$14,546	\$479	\$14,381	\$6	\$165
Recess	1207	8	200.0	\$591	\$17,727	\$638	\$19,153	(\$48)	(\$1,426)
Palm Hill	1212	26	199.9	\$491	\$14,723	\$488	\$14,647	\$3	\$77
Single Family	989	1	100.0	\$1,025	\$30,744	\$1,273	\$38,180	(\$248)	(\$7,436)
Single Family	1087	1	200.0	\$1,603	\$48,099	\$2,124	\$63,715	(\$521)	(\$15,616)
Single Family	1097	1	300.0	\$2,182	\$65,454	\$2,975	\$89,251	(\$793)	(\$23,796)
Single Family	1125	1	375.0	\$2,616	\$78,471	\$3,613	\$108,402	(\$998)	(\$29,932)

Notes

** Cost of Special Assessment per folio number is a result of the number of units on a parcel and the shared front footage.

**** The properties listed above the blue line are within the sand template and receive direct sand. Properties below the blue line do not receive direct sand.

TOWN OF HILLSBORO BEACH
Analysis on Lot 1205/1206 Purchase - Comparison of Assessment Methodologies
Breakdown by Address (Per Unit)

Comparison of 10% FF/90% ERU versus 20% FF/80% ERU

				Recommended Option					
				10% FF / 90% ERU		20% FF / 80% ERU		Difference - Fav (Unfav)	
Building Name	Address	# of ERUs **	FF **	Annual Cost (per unit)	30 year Total (per unit)	Annual Cost (per unit)	30 year Total (per unit)	Annual Cost (per unit)	30 year Total (per unit)
Sea Club	1221	91	405.0	\$472	\$14,161	\$447	\$13,416	\$25	\$745
Opal Towers East	1147-1149	241	404.9	\$456	\$13,680	\$434	\$13,032	\$22	\$648
Shoreland East	1203	15	100.1	\$485	\$14,546	\$474	\$14,216	\$11	\$330
Recess	1207	8	200.0	\$591	\$17,727	\$686	\$20,579	(\$95)	(\$2,851)
Palm Hill	1212	26	199.9	\$491	\$14,723	\$486	\$14,570	\$5	\$153
Single Family	989	1	100.0	\$1,025	\$30,744	\$1,532	\$45,948	(\$507)	(\$15,204)
Single Family	1087	1	200.0	\$1,603	\$48,099	\$2,667	\$79,995	(\$1,063)	(\$31,896)
Single Family	1097	1	300.0	\$2,182	\$65,454	\$3,801	\$114,042	(\$1,620)	(\$48,588)
Single Family	1125	1	375.0	\$2,616	\$78,471	\$4,653	\$139,578	(\$2,037)	(\$61,107)

Notes

** Cost of Special Assessment per folio number is a result of the number of units on a parcel and the shared front footage.

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TOWN OF HILLSBORO BEACH
 Analysis on Lot 1205/1206 Purchase - Comparison of Assessment Methodologies
Breakdown by Address (Per Unit)

Comparison of 10% FF/90% ERU versus Property Taxes

Building Name	Address	# of ERUs **	FF **	Recommended Option		Property Taxes		Difference - Fav (Unfav)	
				10% FF / 90% ERU					
				Annual Cost (per unit)	30 year Total (per unit)	Annual Cost (per unit)	30 year Total (per unit)	Annual Cost (per unit)	30 year Total (per unit)
Sea Club	1221	91	405.0	\$472	\$14,161	\$151	\$4,530	\$321	\$9,631
Opal Towers East	1147-1149	241	404.9	\$456	\$13,680	\$202	\$6,075	\$254	\$7,605
Shoreland East	1203	15	100.1	\$485	\$14,546	\$326	\$9,792	\$158	\$4,754
Recess	1207	8	200.0	\$591	\$17,727	\$345	\$10,347	\$246	\$7,380
Palm Hill	1212	26	199.9	\$491	\$14,723	\$431	\$12,920	\$60	\$1,803
Single Family	989	1	100.0	\$1,025	\$30,744	\$6,364	\$190,921	(\$5,339)	(\$160,177)
Single Family	1087	1	200.0	\$1,603	\$48,099	\$11,957	\$358,704	(\$10,353)	(\$310,605)
Single Family	1097	1	300.0	\$2,182	\$65,454	\$7,849	\$235,471	(\$5,667)	(\$170,017)
Single Family	1125	1	375.0	\$2,616	\$78,471	\$13,074	\$392,206	(\$10,458)	(\$313,735)

Notes

** Cost of Special Assessment per folio number is a result of the number of units on a parcel and the shared front footage.

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TOWN OF HILLSBORO BEACH
 Analysis of 1205/1206 Purchased - Disparity in Ad Valorem Taxes for Similar Units
 (Homesteaded versus Non-Homesteaded Properties)
 Breakdown by Address (Per Unit)

Building Name	Address	Year Purchased	# of ERUs	FF unit / FF Bldg	Property Taxes	
					Annual Cost (per unit)	30 year Total (per unit)
Sea Club	Unit 30A	Dec 2016	1	4.5 / 405	\$191	\$5,738
	Unit 29A (H)	Dec 2017	1	4.5 / 405	\$137	\$4,120
	Unit 9 (H)	Aug 2001	1	4.5 / 405	\$125	\$3,748
Opal Towers East	Unit 208 North	June 1999	1	1.7 / 404.9	\$232	\$6,962
	Unit 207 North (H)	June 2017	1	1.7 / 404.9	\$101	\$3,026
	Unit 201 North (H)	June 1998	1	1.7 / 404.9	\$90	\$2,690
Single Family	921 (H)	June 1979	1	100 / 100	\$2,758	\$82,751
Single Family	949	July 2016	1	100 / 100	\$4,721	\$141,642
Single Family	989 (H)	Jan 2015	1	100 / 100	\$6,326	\$189,771

Notes

(H) - Homesteaded Property

**** The properties listed above the blue line are within the sand template and receive direct sand. Properties below the blue line do not receive direct sand.



DRAFT

MINUTES
TOWN OF HILLSBORO BEACH
BOARD OF ZONING & APPEALS MEETING
OCTOBER 6, 2020

TUESDAY

9:00 A.M.

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Deborah L. Tarrant called the meeting to order at 9:02 a.m. Roll was called with the Commission members and staff present as listed below.

Town Commission:

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

Vice Mayor Irene Kirdahy
Commissioner Vicky Feaman

Town Staff:

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

Town Manager Mac Serda shared the Governor's order allowing for online meeting and outlined the procedure to be followed. He explained the notice given and provided instruction on the Zoom 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.

I. QUASI-JUDICIAL PUBLIC HEARINGS

- A. Variance request from Timothy Rowe, 1200 Hillsboro Mile Homeowner Association (HOA). Agent for property located at 1200 Hillsboro Mile, Hillsboro Beach, FL 33062

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

Town Planner Joe Arenal presented the request, which is for two (2) variances related to Chapter 12 of the Town's Land Development Code. Those variances include:

- Section 12-264 Swimming Pools, Pools, Patios, and Decks (D) – Patios. To extend the existing pool patio 10 feet seaward, extending approximately 5 feet beyond the allowed 5 feet extension east of the easterly building.

- Section 12-263 (A) (1) (a) Fences and Walls – General. Relocate an existing pool fence east of the easterly building line to an existing wall.

Mr. Arenal provided a brief background on the property and application, including previous variances awarded in 2016. He shared drawings of the existing pool fence, which appears to lack the structural integrity to act as a safeguard, and a survey of the proposed pool fence, which would be at the site of an existing seawall.

Mr. Arenal shared staff comments on the proposal, noting the staff had not demonstrated a non-self-imposed hardship, but there may be safety concerns as a result of erosion. He stated staff recommended denial of the original proposal, but approval without the deck variance may be appropriate.

Tim Rowe, HOA Vice President, explained a temporary fence exists at the seawall, and he would like to move the existing fence to that site for safety reasons and extend the deck for quality of life. He noted that a five (5) foot extension as allowed by Code would be an amenable compromise rather than the 10 feet in the variance.

Mayor Tarrant stated she had visited the site the previous day with Mr. Arenal and Mr. Serda. She noted the drop-off is a safety issue, in her opinion created by erosion of the beach.

Mr. Rowe noted the building is pet-friendly and expressed concern for the safety of pets without the fence change. He stated the change was in line with what was present on neighboring properties.

Mayor Tarrant stated the applicant could remove the request for variance regarding the size of the patio.

Mayor Tarrant opened the public hearing on the matter.

Town Clerk Sherry Henderson read a letter from Hillsboro Imperial Condo Association in support of the variance.

Ms. Henderson read an email from Heidi Burke in opposition to the variance, stating the fence would encroach on an undeveloped line along the beach. She outlined history of the project at 1200 Hillsboro Mile and asserted previous variances and decisions were also an issue. She asked that the variances not be granted, and the property be required to remove existing issues.

Ms. Henderson read an email from the Law Firm of Harvey School, on behalf of Susan Poe, Trustee for 1203 Hillsboro Mile #10 in opposition to the variances. The email

outlined history of the project and asked that further variances not be granted.

Joyce Rice, HOA President at 1200 Hillsboro Mile, addressed the concerns expressed via email. She stated none of the owners were informed that variances were required during the construction phase. She noted the owners did not develop the property, they bought in after construction.

Mr. Rowe stated the comment regarding a berm with weeds being a problem was seen by the HOA as a protective barrier. He asserted that because the neighboring property did not have vegetation, issues with erosion were exacerbated.

Ms. Rice added that the vegetation on the berm was required by the State of Florida.

Mayor Tarrant closed the public hearing.

Vice Mayor Kirdahy thanked staff for the application provided. She stated in her opinion it was a hardship caused by erosion problems. She asserted the temporary fence was not a safe barrier and that portion of the variance should be granted. Continuing, Vice Mayor Kirdahy asked for staff response regarding the neighbors' view.

Commissioner Baldasarre stated she was not prepared to grant the extension of the patio, but she did believe the fence was a safety hazard.

Commissioner Feaman agreed that she did not support the extension of the patio. She asked what type of fence would be constructed on the seawall.

Mr. Arenal stated the property would have a 48-inch fence to meet both the safeguard requirement and the pool fence requirement.

Commissioner Feaman asked if it would be secured directly on the seawall, drilling holes into the seawall itself.

Mr. Arenal stated the fence would be fastened to the cap of the seawall.

Commissioner Feaman clarified the fence would have a gate with access to the stairs.

Mayor Tarrant stated a safety issue exists. She noted the neighboring property making the complaint had not just a fence, but a wall which fully blocked the view of neighbors.

Town Attorney DJ Doody asked that the deck variance application be officially removed for the record.

Mr. Rowe withdrew the application for the variance for the 10-foot extension of the deck and noted they would extend it to the distance allowed within code.

Mr. Doody asked that a time limitation be placed regarding compliance.

Mr. Rowe stated a survey had been ordered in May, but it was not completed until the end of July during COVID-19. He asked that the time limitation take COVID-19 delays into account.

Mr. Serda stated less than six (6) months would not be appropriate because Department of Environmental Protection (DEP) approval would be required.

Mr. Arenal added that he would state six (6) months to a year, due to DEP timelines.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Brown, to approve the fence variance requested for 1200 Hillsboro Mile with one (1) year to comply. In a roll call vote, the **motion** passed unanimously. (5-0)

Mayor Tarrant noted public comments were considered, but the Commission had to review all information before the Board.

II. ADJOURNMENT

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

There being no further business before the Board of Zoning and Appeals, the meeting was adjourned at 9:44 a.m.

ADOPTED THIS _____ DAY OF _____, 2020

By: _____
Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk



OCTOBER 6, 2020

BOARD OF ZONING & APPEALS MEETING

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

HILLSBORO IMPERIAL CONDO ASSOC., INC.

1198/1199 HILLSBORO MILE • HILLSBORO BEACH, FL 33062

April 21, 2020

To Whom It May Concern:

This letter is in support of 1200 Hillsboro Mile Condominium Association, Inc.'s request for a variance to extend its current pool fence to the seawall, and to add additional decking less than 10 feet to the current patio. Hillsboro Imperial Condominium Association, Inc.—the adjoining property on the south—does not oppose the variance.

Please let us know if you require additional information or confirmation.

Sincerely,

Lindsey M. Tenberg

Lindsey M. Tenberg, Esq.
President, Hillsboro Imperial Condominium Association

August 5, 2020

1200 Hillsboro Mile Homeowners Association Approval Letter

On behalf of the owners of 1200 Hillsboro Mile, The Homeowners Association Approves the submission of the variance for movement of the existing pool fence of the East Building to the property lines as well as to the seawall. We also approve enlarging the patio area by 10 feet.

Sincerely,
The 1200 Hillsboro Mile HOA Board of Directors:
Joyce Rice President
Tim Rowe Vice President
Mark Silver Secretary



October 5, 2020

Township of Hillsboro
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Attention: Zoning Board

Re: 1200 Hillsboro Mile variance request.

Dear Zoning Board.

I represent Ms. Susan Poe, trustee of SLP Revocable Trust, the owner of unit 10A, located at 1203 Hillsboro Mile, Hillsboro Beach, FL 33062. My client is the most impacted by this variance request, although it affects others and continues to set a very bad precedent for the Township of Hillsboro.

The building at 1200 Hillsboro has been breaking the rules, if not, the law, in their ignoring of the regulations set forth by the board.

Initially, they built the building beyond the permitted extension east, asking for a variance to build past the CCCL line. After that was pushed through, they illegally adding a pool east of the property. They then went even further, tearing down the existing safety fence that separates the beach from the building's common area.

They next, evidently illegally, without permission, dug up the beach and created a pile of sand east of where the fence previously stood. Later they realized that they wanted to move the pile and was stopped from doing so, with the zoning board informing them that the reeds that they planted in the sand which were now growing on the sand were protected. Now that the latest weather removed the pile of sand and they must consider this a good time to try to build out. After all, they added the pile of sand, why not a patio.

This needs to end now. In zoning, it should not be easier to ask forgiveness than permission. If permission is not given it should be torn out.

Additionally, the extension of the property fence will be an eyesore to an existing eyesore. It is a blight on the shoreline. It has the look and feel of a motel common pool area. Where other pools are discretely placed out of view, such as the Shoreland pool, placed on the west side, secured, safe and unseen, the 1200 is placed where everyone must endure its presence, unsafe and certainly not unseen.

This extension will block the view of my client even more, reduce their property value and further impair their enjoyment of the beach and their view. If we allow this, what's next? A request to build on the beach or into the water; perhaps another pier.



We ask that this variance be denied and that we are informed of any changes well before they are considered.

Please direct any correspondence to my client's husband who is works for this firm. His name is Perino Orlando. You may reach him by email at admin@scholloffices.com and by cell phone at 954-889-6400.

Thank you for your time and consideration.

Very truly yours,

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke, representing the name Harvey J. Scholl.

Harvey J. Scholl, Esq.

Town Clerk

From: Heidi Berk <bocaberk@gmail.com>
Sent: Monday, October 5, 2020 2:08 PM
To: TOWNCLERK@townofhillsborobeach.com
Subject: Hearing Board for 1200 Hillsboro Mile Variance Request

Regarding the Quasi Legal 1200 Meeting:

In reference to the 1200 Building's request to build a fence directly on the Beach Seawall, thus further encroaching into what has always been an undeveloped Lawn area buffer between developed property and the sand, I would like to share my opinion and facts. It was not an intelligent Zoning decision in the first place to allow only a linear 100 foot subdivision as had occurred 60 years ago. The Town should have required developers minimum consolidations of the older properties of at least 200 linear feet and preferably 400 feet to upgrade the multi family areas.

As we all know 1200 has been breaking rules and requesting variances from the day they started construction. This development began its project asking that the side setbacks be reduced from 15 to 10 feet. This was because 100 linear feet is too narrow for today's beach market.

Then after building the West Side first, which was also the location of the swimming pool which was designed for both sides of 1200 to use, they left a hole in the ground with rotting rusting pilings and rebar for over 10 years and the Zoning Board did NOTHING about it.

Then when the developer finally decided to complete the East side, they were granted another variance to build SEAWARD of the CCCL line.

After the building was completed, they added a pool which went even FARTHER Seaward, and then they made a "mistake" and exceeded the CCCL Variance and encroached on the buffered lawn area again. Subsequently, they applied for yet another variance for this "already constructed mistake" which encroached upon and further blocked the neighboring building view of the beach.

They put in a pool fence to create more view disruption and built a "mound" of dirt seaward - as a result blocked the view even more - worse yet, the plantings spread their weeds seedlings completely northerly and southerly on the private beaches of all the neighboring buildings and completely covered the sand. They did NOTHING to maintain the mess they created.

Their current request to extend their pool fence ALL the way out the Seawall and take over even more land Seaward completely destroys all ocean and beach views are remaining. This is NOT fair and demonstrates That the very poor previous judgments of the Zoning Board.

Their fence and landscape need to be Moved back to their pool boundary, like any other pool so that undeveloped lawn between the Seawall and a pool fence is restored. The blocked ocean and beach views need to be eliminated.

No way should they be granted the right to continue to affect any more view with ANOTHER variance. They should be required to correct the encroachments that exist and put back a lawn area buffer By setting the fence line closer to the pool.

Residents can take chaises and chairs out to the restored lawn buffer area in front of the Seawall. This Zoning Board needs to quit making decisions which destroy the views of neighboring developments. It would be much more fair to

have the Zoning Board correct the poor past encroachment decisions and make 1200 restore some lawn buffering area near the Seawall and improve the views of the neighbors.

Respectfully Submitted,

Heidi Lynn Berk
Luxury Properties
Mizner Grande Realty- Boca Raton, FL
Office: 561-347-1959
Cell: 561-702-5662
bocaberk@gmail.com





DRAFT

MINUTES
TOWN OF HILLSBORO BEACH
REGULAR COMMISSION MEETING
OCTOBER 6, 2020

9:00 A.M.

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Deborah L. Tarrant called the meeting to order at 9:45 a.m. Roll was called with the Commission members and staff present via video as listed below.

Town Commission:

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

Mayor Tarrant asked that item 3C be taken up at 10 a.m. when the attorneys representing the matter joined the meeting.

Motion made by Commissioner Baldasarre, seconded by Vice Mayor Kirdahy, 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 August 13, 2020 Special Commission Meeting (Virtual)

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

B. Minutes of the September 1, 2020 Regular Commission Meeting (Virtual)

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to approve the minutes from the September 1, 2020 Regular Commission Meeting (Virtual) as printed. In a roll call vote, the **motion** passed unanimously. (5-0)

II. DISCUSSION & POSSIBLE ACTION

A. Discussion on Illegal Dumping and Trash in Storm Drains

Mayor Tarrant stated she had asked for item 2A to be added after a group of residents concerned with keeping the environment in Hillsboro Beach healthy had brought the issue to her. She noted the group had provided photos of contractors dumping paint chips into drains on private property following pressure washing, and trash going through drains.

Continuing, Mayor Tarrant explained the drains go directly into the Intercoastal. She asked if an Ordinance was currently in place regarding the issue.

Vice Mayor Kirdahy stated she had also witnessed contractors using the bushes along the Intercoastal as a port-a-potty. She noted she also was not able to find a law against it and asked if it could be added to the concern.

Town Attorney DJ Doody explained in preparation for the discussion he had examined the Codes of Palm Beach and Highland Beach as they are geographically comparable to Hillsboro Beach, reviewed the Hillsboro Beach Code, and State law. He explained most assuredly the Town could consider legislation to prohibit the discharge of items into the drainage system, as it did not currently exist in Code.

Continuing, Mr. Doody noted he did not believe the Town had any drainage system, as it appeared to exist only on private property. He stated he could draft an Ordinance, and noted Florida requires the owners to maintain the discharge on their properties, so it may be that discharge into the Intercoastal was no longer permitted by current State law.

Mr. Serda stated in relation to Vice Mayor Kirdahy's issue, the Police Department should be contacted. He noted if long-term work was being done, provisions should be in place to allow workers proper facilities.

Mayor Tarrant asked for and received a consensus to ask Mr. Doody to bring an Ordinance

before the Commission related to the drains at the next meeting.

III. RESOLUTIONS & CONTRACTS

A. Resolution No. 2020-63 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; Providing for Conflicts; Providing for Severability; Providing for an Effective Date.

Mayor Tarrant stated the amendment was a power grab on behalf of the County and noted municipalities around the County were passing similar Resolutions. She added that the issue would be whether they could educate the public in time.

Mr. Doody read the Resolution by title only.

Mr. Serda stated that the County was looking to place transportation hubs in areas of their choosing, potentially without the approval of local municipalities.

Mayor Tarrant stated in her opinion, the County needed to work with municipalities.

Commissioner Feaman agreed that it was additional erosion of local control.

Commissioner Baldasarre asserted that County Commissioner Lamar Fisher had been one of two (2) Commissioners to vote against the issue, and the Town may want to thank him.

Motion made by Commissioner Baldasarre, seconded by Vice Mayor Kirdahy, to approve Resolution 2020-62. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Resolution No. 2020-65 Consideration to Approve the 2021 Town Commission Meeting Dates.

Item addressed later in the meeting.

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).

Mayor Tarrant noted the attorneys involved in the litigation with Deerfield Beach were present via Zoom video conference.

Mr. Doody read the Resolution by title only.

Mayor Tarrant explained the legal team in place for the beach situation provided expertise in a variety of specific areas, including environmental law, municipal law, and others. She noted this was the third attempt at mediation and provided a brief history on previous attempts.

Mr. Serda welcomed State Representative Chip LaMarca to the meeting.

Attorney Cindy Laquidara provided an overview of the settlement agreement and noted the Commissioners had all been briefed individually and discussed it in depth during Shade Sessions. She outlined the key points, including:

- 30-year document with four (4) five-year agreements possible to address the issue long term
- Creates joint management of the coastline, with the work largely put in the hands of the engineers
- Provides for a baseline for re-nourishment approximately every five (5) years
- Re-nourishment requires 13 of the groins be covered every five (5) years, up to R9, approximately the Hillsboro Imperial
- Joint re-nourishment means Hillsboro Beach is eligible for 50 percent funding
- Requires Deerfield Beach to maintain its beach, putting sand into the system that ultimately benefits Hillsboro Beach
- If funding is not available for all 13 groins, engineers present a design to show what they are accomplishing
- Financial liability of each Town is limited to a proposed cap of \$3 million
- Engineer will be jointly procured at a joint Commission Meeting
- Engineer will be jointly managed
- In case of a dispute, item will be reviewed by an engineer, subject to review by Town staff, Commissioners, and the public
- Deerfield Beach provides a temporary construction easement to Hillsboro Beach in case of need, with 60-days' notice, at the 10th Street location or as determined by the engineers based on need

Ms. Laquidara stated the item had not gone before the Deerfield Beach City Commission yet, but the team had worked hard to reach the proposal and recommended approval by the Town of Hillsboro Beach. She explained the importance of public funding, with best efforts required within the agreement, from whatever sources available. She noted if 50 percent public funding is not available, the project can be deferred by a year twice unless the municipalities agree otherwise. She noted, the project would move forward with whatever funding was available, under the caps, to provide the best re-nourishment possible.

Continuing, Ms. Laquidara noted the agreement had been compared to a win in litigation,

which would include the removal of some groins or some type of beach re-nourishment. She explained that under this scenario, the configuration of the shore would remain an issue for several reasons, and Hillsboro Beach would have to re-nourish every three (3) to five (5) years on its own dime.

Ms. Laquidara stated this agreement gives a more stable long-range plan and allows the Town to stop paying attorneys regarding the dispute.

Mayor Tarrant asked that Attorney Bob Sweetapple give his input. She noted he had been added to the team after the disappointing previous settlement agreement.

Mr. Sweetapple stated he had been able to compare the litigation to West Hampton Beach, which had similar facts, and significant challenges exist in every case. He commended the legal team on obtaining a settlement agreement that included financial and environmental benefits which could never be obtained through a court proceeding and called it monumental. He noted he was in full agreement.

Mayor Tarrant opened a public hearing on the matter.

Town Clerk Sherry Henderson read from Town resident, Rene Males in support of the settlement agreement.

Ms. Henderson read an email from John Carlson, calling the agreement a patch, not a fix. He stated words needed to be added to make the settlement effective, and Governor DeSantis needed to be asked to direct DEP to issue permits.

Ms. Henderson read an email from Town resident Al Shore, asking if there was a provision for interim beach access in the proposed settlement. He outlined the need for the access.

Dennis Alter stated he was in favor of the Resolution, and added it was time to help the beach in a lasting way, rather than continuing to seek a perfect solution.

Manny Hernandez spoke in support of the agreement and asked when it would be done. He noted they could see the beach eroding constantly in front of their eyes.

Mayor Tarrant stated Deerfield Beach was reviewing the settlement agreement on Thursday, October 8, but DEP funding for Fiscal Year 2022 had already been allocated. She noted the request would need to be submitted by August 2021 for the Fiscal Year 23 budget. She stated they were figuring it out as quickly as possible to get a real nourishment in place and would also be looking at other funding.

Representative LaMarca reaffirmed his commitment to continue to fight for the beach, and

stated the day was a momentous occasion. He asserted ensuring funding for the project was at the top of his list of priorities.

Mo Tarifi asked why Hillsboro Beach would knock heads with Deerfield Beach for years to wind up with what they had prior to litigation, and who had determined the five (5) year span between re-nourishments, when previous nourishments had fizzled out after two (2) years. He stated based on experience, he assumed it would be Deerfield Beach which should be applying for funding due to the private access of Hillsboro Beach's beach.

Mayor Tarrant stated she would answer all of Mr. Tarifi's questions during her presentation following public comment.

Barbara Frick said she had been a resident for years and thought putting the sand down during the wind was not logical, and said the water was to the seawall, so waiting a year was not going to work. She stated she did not understand why the Town could not dredge.

Mayor Tarrant explained dredging would certainly be looked at as a source of sand. She stated bringing a dredge in cost approximately \$3.5 million before any sand hit the beach and noted that there was limits on dredge-able sand. She noted the proposal had – for the first time ever – sand being added to beaches from the north, so it was not status quo.

Mayor Tarrant closed the public hearing.

Mayor Tarrant stated the best way to see what a settlement brings to the table was to look at the numbers for the three (3) options and review what the Town would get. She shared *PowerPoint* slides outlining the scenarios, including costs, eligibility for third-party funding, trucked versus dredged sand, and the amount of sand being put down. She asserted that Hillsboro Beach doing an individual project instead of a joint project would result in half the sand at four (4) times the cost.

Continuing, Mayor Tarrant explained continuing litigation means more time and money. She stated the settlement provides the basis for an amicable relationship between the two (2) municipalities moving forward, to allow them to work together moving forward. She asserted the settlement was not perfect, but a lot of time and money had been spent to get to that point. Mayor Tarrant addressed Al Shore's comment regarding access points and stated that the temporary construction access provided that. She added that the 1205 and 1206 Hillsboro Mile situation would be looked at very quickly if the agreement was approved.

Commissioner Brown stated the attorneys had provided a tremendous amount of work and this agreement was in the best interest of the Town at this time.

Vice Mayor Kirdahy added her agreement. She noted she knows how much expertise had

been gathered, and it was the best possible solution. She stated it was not a perfect answer, but the value of the relationship with the neighbors was important. She noted she would like to see it next week, but that's not reality.

Commissioner Feaman stated she was in agreement and this is best for Hillsboro Beach.

Commissioner Baldasarre added that she didn't think it would ever come to fruition, so she was very pleased to see that they were back together with Deerfield Beach. She commended the attorneys and experts involved for the tremendous amount of information they had provided to make the Commission feel comfortable with their decision. She stated she looked forward to Deerfield Beach's support at their Commission Meeting.

Motion made by Commissioner Feaman, seconded by Commissioner Brown, to approve Resolution 2020-64. In a roll call vote, the **motion** passed unanimously. (5-0)

Mayor Tarrant closed the matter by stating it was the beginning of a situation which required oversight.

B. Resolution No. 2020-63 Consideration to Approve the 2021 Town Commission Meeting Dates.

Mr. Doody read the Resolution by title only.

Mayor Tarrant noted the calendar was provided with the Commissioner backup. She made corrections regarding June, October, and November dates as follows:

- June 8 to June 1
- October 5 to October 6
- November 2 to November 9

Motion made by Commissioner Baldasarre, seconded by Commissioner Feaman, to approve Resolution 2020-63 as amended. In a roll call vote, the **motion** passed unanimously. (5-0)

IV. CONSENT AGENDA – 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 **\$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**

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

V. 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. He stated he was proud of the Police Department for their concerted effort regarding buoys and cyclists.

Mayor Tarrant thanked Chief Szesnat for his response to Commission concerns. She asked if the remainder of the budgeted Marine Grant had been received in September.

Mr. Serda stated the September reimbursement would not have been received yet.

Chief Szesnat asked Vice Mayor Kirdahy to connect with him outside the meeting to discuss the contractor issue she had brought up earlier.

The Commissioners and staff discussed the line between public area and private beach on the Intercoastal.

Mr. Serda stated it was obvious from the numbers that the Police Department was productive and proactive under the leadership of Chief Szesnat.

B. Finance Department – August 2020 Report

Steven Bloom gave a brief overview of the financial report through July, sharing slides of the report. He explained the budget planned for a deficit, and this was the first month of that deficit. He stated there was a total of \$119,000 funding under expenditures. Mr. Bloom reviewed the revenue, noting the total funding was at 97.8 percent of annual budget through August.

Mr. Bloom stated spending in the General Fund was favorable as compared to the budget, at 88.5 percent. He pointed out all departments were doing well compared to the annual budget. Continuing, Mr. Bloom reviewed Special Funds, noting a surplus in the Community Bus Fund due to the County Transportation Grant and lower expenses due to COVID-19. He stated the Federal Forfeiture Fund had about \$388,000.

Mr. Bloom reported the first payment of FEMA reimbursement had been received and was put toward the bridge loan for the beach nourishment, paying off that loan.

Continuing, Mr. Bloom reviewed the water fund, noting a surplus was in place in preparation for future maintenance issues. He outlined the water usage trend, which was six (6) percent over the prior year for August.

Mayor Tarrant pointed to the fuel cost analysis Mr. Bloom shared, stating the Town was running at about half the fuel cost present when the Commission started tracking.

In response to questions from Mayor Tarrant, Mr. Bloom stated the FEMA reimbursement was received in time to record in September. He stated the Marine Grant Reimbursement for September was still being calculated.

C. Building Services Report – August 2020 Report

Steve Mitchell, Building Official with CG&A, provided his report. He stated as is typical for the end of summer, workload is slow in the field and plan reviews are being submitted. He stated office work is getting caught up, and almost all projects in place when he took over had been completed, and the next plan was to create additional information for access by the public. Mr. Mitchell asserted he expected a busy 2021 construction season.

In response to Vice Mayor Kirdahy's request for clarification, Mr. Mitchell stated the Town had potentially six (6) single family homes going into the ground in the spring.

Mr. Mitchell gave Building Permit Administrator, Nicole Spradlin credit for reductions in costs related to Planning and Zoning. He noted she had limited the plans requiring zoning services. Additionally, he stated the fee for Planning and Zoning was resulting in cost recovery for the Town.

The Commissioners and Mr. Serda added their voices to the kudos for Ms. Spradlin.

D. Code Compliance Report – August 2020 Report

Mario Sotolongo, Code Supervisor with CG&A, gave a brief update on Code Compliance. He stated four (4) new case were generated in August and three (3) cases remain open. Mr. Sotolongo stated the cases were for work without permit and property maintenance, and outlined the issues being addressed.

Mr. Sotolongo stated there were 13 properties which had reached the end of their six (6) month courtesy notice regarding seawalls. He added that he had been communicating with two (2) additional homeowners, and the home at 1015 Hillsboro Mile was the only property with an actual notice of violation. He noted he had been in contact with the owner's son and the process was moving forward. He asked for direction regarding moving forward with the others now that the courtesy time had elapsed.

Mayor Tarrant asked if cameras in the areas in question would be an option to monitor the water as it comes up.

Mr. Serda stated he and Mr. Sotolongo would address the issue with floatation studies and other tools.

Mayor Tarrant noted that eventually, all properties would have to comply. She stated she and Mr. Serda had attended a resiliency roundtable the previous week, and they had

shared a prediction of 17 inches of sea rise in Broward County in 20 years. She noted it sounds like a long way, but it's not as far as it seems.

Continuing, Mayor Tarrant stated the issue had to be pursued, but maybe a second courtesy notice should be issued due to the large expense.

Commissioner Baldasarre asserted that when she is driving by and can't see the edge of the Intercoastal, it's pretty obvious where the water is coming from. She noted there are a lot of low points and stated at this point it seemed time to bite the bullet.

Vice Mayor Kirdahy asked for clarification regarding how much time had passed.

Mr. Sotolongo stated the notices were sent in March, and the end of September marked six (6) months since the letters were submitted. He added that so far, he had only received communication from two (2) of the 13.

Vice Mayor Kirdahy stated six (6) months was enough time to have initiated action and suggested a follow-up letter be sent.

Mr. Serda asserted a courtesy notice had been sent, and it was time to send a certified letter to start the six (6) month process toward the Special Magistrate. He stated if the Commission wanted to move the process forward, they needed to move communication from casual to formal.

Vice Mayor Kirdahy agreed.

The Commissioners and staff discussed the process for demonstrating the source and distinguishing the flow of water for the Special Magistrate and the homeowner.

Commissioner Baldasarre pointed Mr. Sotolongo to an issue with debris near the bridge.

VI. TOWN MANAGER REPORT

Mr. Serda announced the A1A sewer project was the recipient of the Project of the Year award by the American Society of Civil Engineers and Greg Balicki had received the Engineer of the Year Award. He noted awards were at the Town Hall.

a. Update on Planning Room

Ms. Henderson shared as status update on the Planning Room, noting a significant impact had been made, but the project was a work-in-progress. She stated her intent was to double down through the balance of the year on the job. She noted they were working

with Vital Records Control for storage and also to scan historical records and documentation, and staff continued to work on a plan for shredding documents.

Mayor Tarrant asked if conference space would be available.

Mr. Serda stated the plan is to empty the room and then collectively decide the best purpose of the space. He noted surplus and damaged goods were being moved out through an auctioneer.

b. Update on Painting of Town Hall

Mr. Serda provided an update on the Town Hall painting project. He stated staff had met virtually with the project manager and the Benjamin Moore representative. He noted selection of paint and products impacted the warranty on the project.

Continuing, Mr. Serda stated upon further examination, it was determined the shutters were not in good shape. He noted the quote did include removing the shutters to paint and reinstall, but that may result in additional expenses when those failed. He stated replacing the shutters would add about \$17,000 to the project, and that would be his recommendation. Mr. Serda explained repair and replace of stucco damage was included in the quote.

Mayor Tarrant agreed the shutters probably should be replaced, noting they should not pay to paint shutters that would need to be replaced in a year.

The Commissioners and staff discussed the awnings, hurricane protection, and railing within the contract. Discussion ensued regarding elevating the ramp area to eliminate the requirement for the railing or painting the railing.

Mayor Tarrant asserted that whatever was being done to the shutters should be done to the railing.

Mr. Serda asked for direction regarding whether the Town Hall project should be held up to wait for quotes regarding the railing.

Mayor Tarrant asked that the General Contractor be consulted regarding how to handle the railing project.

Vice Mayor Kirdahy stated she believed the Commission could agree to move forward with replacing the shutters and painting Town Hall. She noted Mayor Tarrant's request that the railing be treated in the same manner as the shutters could be addressed separately.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Baldasarre, to accept the contract with Gemstone Building, LLC including new shutters. In a roll call vote, the **motion** passed unanimously. (5-0) Commissioner Feaman voted visually due to audio issues

C. Update on Town Hall Gateway Signs

Mr. Serda stated the gateway signs had been replaced, and it was now time to move on to replacing the signs in front of Town Hall. He noted he would like to carry the same theme to those signs, unless the Commission had feelings to the contrary.

Mr. Serda explained he was working with a landscape architect regarding softening the landscape along A1A. He noted Code changes may be recommended to enhance the redesigned roadway, bike lanes, and parking lots with landscape standards.

IX. TOWN ATTORNEY REPORT

Mr. Doody reported the Commission would be receiving a copy of the last brief regarding the variance issue before the courts for 963 and 965 Hillsboro Mile.

X. TOWN COMMISSION COMMENTS/REPORTS

A. Commissioner Andrew R. Brown

Commissioner Brown joked about the calendar opening up without Shade Sessions and Special Meetings. He stated it had been trying, but the Commissioners had all shown up. He said he was hoping the decisions paid off, because a lot of hard work had been put in.

B. Commissioner Barbara Baldasarre

Commissioner Baldasarre stated the Broward League of Cities had met, and the focus was largely education regarding Broward County Amendment No. 2 on the upcoming November ballot.

C. Commissioner Vicky Feaman

Commissioner Feaman had audio issues and was unable to comment.

D. Vice Mayor Irene Kirdahy

Vice Mayor Kirdahy stated there was an MPO meeting on Thursday (10/8).

E. Mayor Deborah L. Tarrant

Mayor Tarrant stated the Resiliency Roundtable was interesting and she was going to put together notes and possible actions for the Town.

XI. PUBLIC COMMENTS

Ms. Henderson stated no comments had been received ahead of time, but asked that she be permitted a public comment.

Ms. Henderson brought to the attention of the residents and Commissioners an update on the US Census. She stated the deadline was previously October 5, but the court had ordered that date was not viable, and responses would continue to be collected through October 31. She noted Hillsboro Beach had a response rate second to last within Broward County at 38.1 percent. She noted the response rate in 2010 was 44.6, and asked residents to encourage neighbors to complete the Census.

Mayor Tarrant stated County Commissioner Lamar Fisher had told her rates are down compared to 2010 across the board. She noted residents with second homes were finding the Census confusing.

The Commissioners and staff discussed the requirements for where to complete the Census and expressed concerns with vague language.

Mr. Serda stated employees of the Census Bureau had reached out a few times because buildings in Town were restricting access to count their residents. He asked that the Commissioners reach out to their informal networks to get their condominium boards to allow access as much as possible.

The Commissioners discussed outreach efforts in support of the Census.

XII. ADJOURNMENT

Motion made by Commissioner Baldassarre, seconded by Commissioner Brown, to adjourn the meeting at 12:15 p.m. In a roll call vote, the **motion** passed unanimously. Commissioner Feaman voted visually.

ADOPTED THIS _____ DAY OF _____, 2020

By: _____
Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, Town Clerk



OCTOBER 6, 2020

REGULAR COMMISSION MEETING

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

Sherry D. Henderson

From: Deborah Tarrant <dtarrant@townofhillsborobeach.com> on behalf of Deborah Tarrant
Sent: Monday, October 5, 2020 5:11 PM
To: Sherry D. Henderson
Cc: Mac Serda
Subject: FW: Settle,ment

Importance: High

Sherry, I told Mr. Males we would share his comments at tomorrow's meeting. Please plan to read them into the record at the appropriate time.

Thank you,

Deb

Deb Tarrant, Mayor
Town of Hillsboro Beach



From: rene Males <renemales@yahoo.com>
Date: Monday, October 5, 2020 at 9:03 AM
To: Deb Tarrant <dtarrant@townofhillsborobeach.com>
Subject: Settle,ment

Congrats on all who helped make this possible. As the critics will point out ... not perfect. But it's so much better than letting the lawyers, consultants and others eat away on our tab.

Town Clerk

From: Sea <seafont@comcast.net>
Sent: Monday, October 5, 2020 12:06 PM
To: TownClerk@TownofHillsboroBeach.com
Cc: 'Deb Tarrant, Mayor'; ikirdahy@townofhillsborobeach.com; abrown@townofhillsborobeach.com; 'BBaldasarre'; vfeaman@townofhillsborobeach.com
Subject: 975 Comments



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

John Carlson at 975 says...,

The SETTLEMENT AGREEMENT is a political statement and as such, the alleged solution of Hillsboro's erosion problem appears to be a patch, not a fix.

After investing more than a million dollars but less than two, at least two words need to be added to make this carefully worded document successful: the words *continuously* and *out*.

It is well established that rock structures on the beach only cause a problem when they are wet dashed by the littoral drift which alters the near shore current. If these obstacles *remain* covered in sand, they will have no effect. As Hillsboro's time-lapse video proves, as soon as the rocks are exposed to the water, downdrift erosion creating a hot spot starts and increases exponentially as time passes.

1. Deerfield Beach Profile. 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.~~

See page 4, IV, a, i, 1 as above. Add the words after buried by sand *near continuously at any point wet by the ocean* and strike the balance. Then, deliver the agreed upon document to Governor DeSantis and request he orders a permit from his DEP to decide upon the timeline

and circumstances for periodic refills as needed. If Deerfield insists the rocks stay, Hillsboro has a duty to insist they prevent downdrift erosion and remedy any exposure issue ASAP.

- 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

Page 9 of 17

Page 9, IV, i, ...Hillsboro shall file a voluntary dismissal of the Litigation *without* prejudice which signifies that none of the rights or privileges of the parties are considered to be lost or waived. There is no guarantee that the SETTLEMENT AGREEMENT will work successfully for all parties. Future commissions may deem the document ill advised. There is no reason to waste more than a million dollars of litigation and discovery to date. *Sole recourse for any Claims* would have to be stricken as a result. No way out does not sell well.

Town Clerk

From: Al Shore <atshore@bellsouth.net>
Sent: Tuesday, October 6, 2020 9:06 AM
To: TownClerk@TownofHillsboroBeach.com
Subject: Re; Resolution No. 2020-64

Regarding the **RESOLUTION NO. 2020-64** proposed Settlement Agreement between the Town of Hillsboro Beach and the City of Deerfield Beach is there a provision for Hillsboro Beach to have beach access for interim renourishments should they be needed during the 5 year periods? This is important if we are considering to not proceed with the purchase of 1205/1206 for our own beach access. I know that there is a provision for Temporary Construction Access on page 10 of the proposed settlement, but it is unclear if that accommodates our own sand hauls if needed.

Al Shore
1147 Hillsboro Mile

Comparison of Beach Nourishment Scenarios 150,000cy for Hillsboro Beach

Scenario #1: Hillsboro/Deerfield 50/50 Joint Project w/ Dredged Sand – 300,000cy

Engineering, Permitting, Monitoring, etc.	\$ 500,000
Mobilization – Dredge	3,500,000
Sand (\$14/cy)	<u>4,200,000</u>
Total Costs	\$8,200,000
 Possible 50% Third-Party Funding	 \$4,100,000
 Deerfield – 50% of Remaining Cost – 150,000cy	 \$2,050,000
Hillsboro – 50% of Remaining Cost – 150,000cy	\$2,050,000
 Hillsboro's Cost	 \$2,050,000

Scenario #2: Hillsboro/Deerfield 50/50 Joint Project w/ Trucked Sand – 300,000cy

Engineering, Permitting, Monitoring, etc.	\$ 500,000
Mobilization – Trucks	750,000
Sand (\$52/cy)	<u>15,600,000</u>
Total Costs	\$16,850,000
 Possible 50% Third-Party Funding	 \$8,425,000
 Deerfield – 50% of Remaining Cost – 150,000cy	 \$4,212,500
Hillsboro – 50% of Remaining Cost – 150,000cy	\$4,212,500
 Hillsboro's Cost	 \$4,212,500

Scenario #3: Hillsboro Beach Solo Project w/ Trucked Sand – 150,000cy

Engineering, Permitting, Monitoring, etc.	\$ 250,000
Mobilization – Trucks	375,000
Sand (\$52/cy)	<u>7,800,000</u>
Total Costs	\$8,425,000
 Possible Third-Party Funding	 0
 Hillsboro's Cost	 \$8,425,000



DRAFT

MINUTES
TOWN OF HILLSBORO BEACH
SPECIAL COMMISSION MEETING
October 9, 2020

12:30 P.M.

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Deborah L. Tarrant called the meeting to order at 12:30 p.m. Roll was called with the Commission members and staff present via video as listed below.

Town Commission:

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

Vice Mayor Irene Kirdahy
Commissioner Vicky Feaman

Town Staff:

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

Town Manager Mac Serda shared the Governor's order allowing for online meeting and outlined the procedure to be followed. He explained the notice given and provided instruction on the Zoom 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.

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

I. DISCUSSION & POSSIBLE ACTION

- A. Discussion and Possible Action Concerning the Commercial Contract Between Winter Sun Investments, LLC and the Town of Hillsboro Beach to Purchase Property Located at 1205 and 1206 Hillsboro Mile, Hillsboro Beach, FL 33062

Mayor Tarrant explained the Commission was gathered to discuss whether to end the commercial contract with Winter Sun Investments, LLC regarding the purchase of the property located at 1205 and 1206 Hillsboro Mile, in light of the settlement agreement with

the City of Deerfield Beach.

Commissioner Brown added that the Deerfield Beach Commission had approved the settlement agreement with Hillsboro Beach the previous night, and since the settlement included construction easements, it settled the need to purchase property at this time.

Vice Mayor Kirdahy stated she would still like to see the Town purchase the property if it were within their financial ability to do so, as it was an important opportunity. She commended staff and legal counsel on the agreement with Deerfield Beach and noted it would be good for all of South Florida.

Commissioner Feaman added that she did not think it was the time to pursue the contract and stated she believed regional sand management was the way to go.

Commissioner Baldasarre stated she agreed.

Mayor Tarrant stated long-term benefits needed to go on the back burner for a few years. She noted the agreement was the first step to long ranging beach nourishment, but only the first step. Continuing, Mayor Tarrant expressed that she was pleased with the cooperation between the communities.

Motion made by Commissioner Feaman, seconded by Commissioner Brown, to cancel the contract between the Town and Winter Sun Investments, LLC. In a roll call vote, the **motion** passed unanimously. (5-0)

Mayor Tarrant asserted timing was everything, and thanked Winter Sun for their patience over the past year.

B. Consideration and Possible Action on the Notice of Appeal to Florida Supreme Court, Relating to Bond Validation Proceeding in Circuit Court of Broward Count, Case No.: CACE-203859

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Baldasarre, to drop the appeal for the bond validation hearing. In a roll call vote, the **motion** passed unanimously. (5-0)

C. Consideration to Accept FEMA Funding for a Beach Erosion Mitigation Study and Update the Beach Management Plan. FEMA's Contribution will be 75% with a Local Match of 25%, Total Cost Anticipated to be Approximately \$100,000.

Mr. Serda stated the item was to give notice to the Commission that through Dr. Jackie Brower's efforts, the doors had been opened with FEMA for eligibility for mitigation funds in

relation to Hurricane Dorian.

Mayor Tarrant added that mitigation funds address the problem in ways other than just putting sand on the beach.

Dr. Jackie Brower and Tim Blankenship from Moffat & Nichol gave a brief *PowerPoint* presentation regarding the opportunity for FEMA mitigation funding.

Dr. Brower explained the Town had applied for public assistance for beach re-nourishment sand, and through that process had identified additional funding for a mitigation project. She stated the funding would be a match up to the sand funding of \$4.3 million for a mitigation project to support beach efforts.

Continuing, Dr. Brower stated FEMA had requested a study to identify mitigation opportunities and action steps. She noted the tasks staff would like to propose to FEMA included:

- Existing data review (including 2012 study)
- Analytical shoreline and volumetric change analysis
- Mitigation alternatives analysis and modeling
- Conceptual design of recommended alternatives and reporting

Dr. Brower noted the tasks would include meetings with FEMA and additional stakeholders such as the Army Corps of Engineers and alignment with the City of Deerfield Beach.

Continuing, Dr. Brower explained the solutions proposed from the 2012 study, and noted staff wanted to review additional options, including stabilizing the back-beach berm and dunes. She provided images of what was done previously and stated the 2012 study would be utilized as a starting point.

Dr. Brower shared that the feasibility scope in the study would go to FEMA for review. She noted the cost-sharing by the Town for the study itself was estimated at \$25,000, and that item was included in the proposed budget. She stated the first step was to let FEMA know the Town was interested.

Town Clerk Sherry Henderson read an email from local resident John Carson, which included a 45-page document dated February 2012 and attached comments. In his comments, Mr. Carson asserted updating the plan would do little to nothing to benefit the taxpayers. He stated citizens are ready for a natural beach, not an engineered one, and asked that funds be spent on things other than sand and permits.

Dr. Brower responded to the comments, noting the document was the same 2012 study she

had referenced in her presentation. She noted an update of the study was required to be eligible for FEMA funding. She added that the Town had relied on FEMA funds for the last three (3) beach nourishments so it was her advice that it was appropriate to make the updates.

Continuing, Dr. Brower asserted that the Town knows what happens if they continue status quo, but this was an opportunity to look at natural solutions beyond putting sand on the beach with the support of FEMA funding.

Mayor Tarrant stated Dr. Brower had heard Mr. Carlson's arguments before, because the Mayor had the same reservations. She asked why Hillsboro Beach was taking the lead on what sounded like a regional study and stated she didn't mind funding the study if the actions were actionable, but asserted the Town was not in a vacuum and did not have control over what happened on other beaches.

Mayor Tarrant added that she was looking for a regional approach, and the only way to do that was to have buy-in from all the players in the region.

Mayor Tarrant asserted that with all those issues, the Town had no choice because they relied on the FEMA money to support nourishment of the beach. She stated they had not had to go to the taxpayers for funding of a nourishment since the 2010 loan because of FEMA, and without FEMA additional taxpayer money would be needed.

Mayor Tarrant stated the Town needed to be prepared to accept the natural mitigation recommendations in order to continue with FEMA as a friend.

Mr. Serda asked that the Commission recognize that when they have applied for funding for past hurricanes, FEMA asked for the beach management plan as part of the submission. He noted this allowed for an update of the beach management plan update with FEMA underwriting 75 percent.

Mayor Tarrant stated the settlement with Deerfield Beach would be part of the foundation of the beach management plan moving forward. She noted it had been a tightrope to bring all of the pieces together at the same time, and said her recommendation was to accept the mitigation study and look at the cost as the update of the beach management plan which required update, anyway.

Commissioner Baldasarre asked what the study timeline was in comparison with meeting with Deerfield Beach and the first nourishment in cooperation with Deerfield Beach.

Dr. Brower stated there was flexibility on how to proceed and noted staff would work with the Deerfield Beach timeline as needed. She added that she did not believe they would need to wait for the first round of nourishment with Deerfield Beach before conducting the study.

Mr. Blankenship agreed there was some flexibility, and it would take time to get the funding established, but they would recommend moving forward with the study once funding was in place because the goal was to look at a long-range plan.

Commissioner Baldasarre asked if Deerfield Beach's management plan would be incorporated in the study.

Mr. Blankenship stated Deerfield Beach had published a study dated January 2020. He noted the copy he had was stamped draft, so he wasn't sure if there was more updated information, but that data and any recommendations included within would be included in the study.

Mayor Tarrant asserted that if it were a mitigation study, it should be conducted as soon as possible, not waiting for the nourishment.

Mr. Blankenship agreed that the study should move forward as soon as possible. He provided history regarding sequencing for integration of coastal structures and sand in beach management plans in other areas.

In response to a question from Vice Mayor Kirdahy, Dr. Brower stated dune management was not studied previously, but she was recommending that they look at dunes as well as other solutions which are not as structural.

Vice Mayor Kirdahy shared her personal experience with dune management on her condominium property and its benefits during past hurricanes. She stated she did not understand objections to dunes. Vice Mayor Kirdahy stated she did not want to ignore this funding and have FEMA ignore them when seeking hurricane funding in the future.

Mayor Tarrant stated she believed the dune pushback was an education matter, and if it were part of the recommendation, there would need to be a program sharing information with residents about why it was a good thing.

The Commissioners agreed by consensus to move forward with the study.

Mr. Serda stated he would communicate to FEMA that the Town was interested in pursuing the mitigation funding and completing a beach management study.

II. TOWN MANAGER REPORT

None.

III. TOWN ATTORNEY REPORT

Mr. Doody congratulated the Commission on the monumental development in the history of the Town regarding the Deerfield Beach settlement. He stated without the Commission's efforts, he did not believe the settlement would be a reality.

Mr. Doody stated he would draft a letter to Winter Sun exercising the Town's right to cancel the contract and would take action to end the appeal.

IV. TOWN COMMISSION COMMENTS & REPORTS

Commissioner Brown stated he had been busy since joining the Town Commission, and shared some of the achievements of staff, legal counsel, and the Mayor. He added that everyone had done an excellent job in providing the Commission with the information needed to make decisions.

Mr. Serda added his kudos to Mayor Tarrant, noting she had always provided the information needed throughout the process.

The Commissioners discussed the value of education throughout the beach nourishment project and planning for beach projects, along with all the things that go on behind the scenes to make the beach beautiful.

Mayor Tarrant asserted that in a beach town, it is very important that elected officials know about beaches. She added that the beach is a living, breathing thing.

V. PUBLIC COMMENTS

Jane Reiser thanked the Commission and staff for their time and hard work regarding the agreement with Deerfield Beach and the potential purchase of the 1205 and 1206 Hillsboro Mile property. She stated the stress was difficult, but the harassment of the Commission was deplorable. She added that she believed the purchase should be added to the back burner for the future.

VI. ADJOURNMENT

Motion made by Commissioner Baldasarre, seconded by Commissioner Feaman, to adjourn the meeting at 1:35 p.m. In a roll call vote, the **motion** passed unanimously.

ADOPTED THIS _____ DAY OF _____, 2020

By: _____
Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk



OCTOBER 9, 2020

SPECIAL COMMISSION MEETING

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

Town Clerk

From: Sea <seafont@comcast.net>
Sent: Friday, October 9, 2020 12:30 PM
To: TownClerk@TownofHillsboroBeach.com
Subject: FEMA Project
Attachments: 120305 Hillsboro Beach Hot Spot Management Study Presentation.pdf



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

John Carlson at 975 says....,

The proposed feasibility study shall evaluate options and provide potential recommendations for ongoing and future management initiatives of the beaches and coastal infrastructure protection. This is another *been there done that* project.

Updating the current Beach Management Plan will do little to nothing in terms of benefiting Hillsboro Beach taxpayers. DEP does what they want regardless of opinion.

The appropriate coastal solution for the Project is already capped by the Deerfield Settlement Agreement and isn't going to change. Implementation of hard engineered solutions like coastal structures is patently outrageous. The Town already conducted a \$42,000.00 hot Spot Management Study in 2012 on engineered breakwaters and it was found to be not feasible nor permitable. Attached is a copy. Give that to FEMA together with a copy of our new SETTLEMENT AGREEMENT.

Please reconsider spending more taxpayer funds on anything other than sand and permits. Citizens are ready for a natural beach—not an engineered one.



COASTAL SYSTEMS INTERNATIONAL, INC.

Coastal Engineering

Waterfront & Marinas

Civil Engineering

Regulatory Permitting

Site Investigations

Marine Environmental

Construction

Destination Development



Hot-Spot Management Study Town of Hillsboro Beach



Prepared for:



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

Prepared by:



Coastal Systems International, Inc.
464 South Dixie Highway
Coral Gables, FL 33146

February, 2012

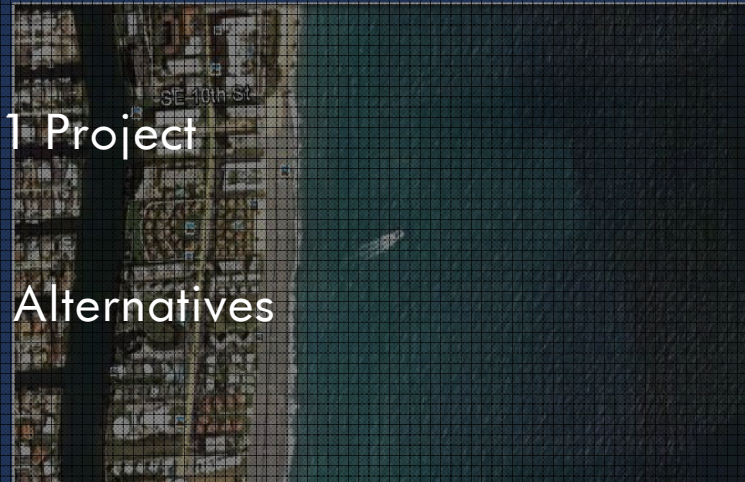


- Recap of November, 2011 Beach Workshop
- Review Scope of Work for Hot Spot Management Study
- Shoreline Stabilization Alternatives
- Numerical Modeling Approach
- Modeling Results – 7 Alternatives
- Environmental Permit Feasibility
- Recommendations



Recap of Beach Workshop

- Presentation at Beach Workshop – November 21, 2011
- Web Site <http://www.townofhillsborobeach.com/index.php?sec=82>
- 1997 Long Range Beach Renourishment Plan
- Three Beach Renourishment Projects
- Physical/Biological Monitoring of 2011 Project
- Boca Inlet Management
- Outlined Hot Spot Shore Stabilization Alternatives

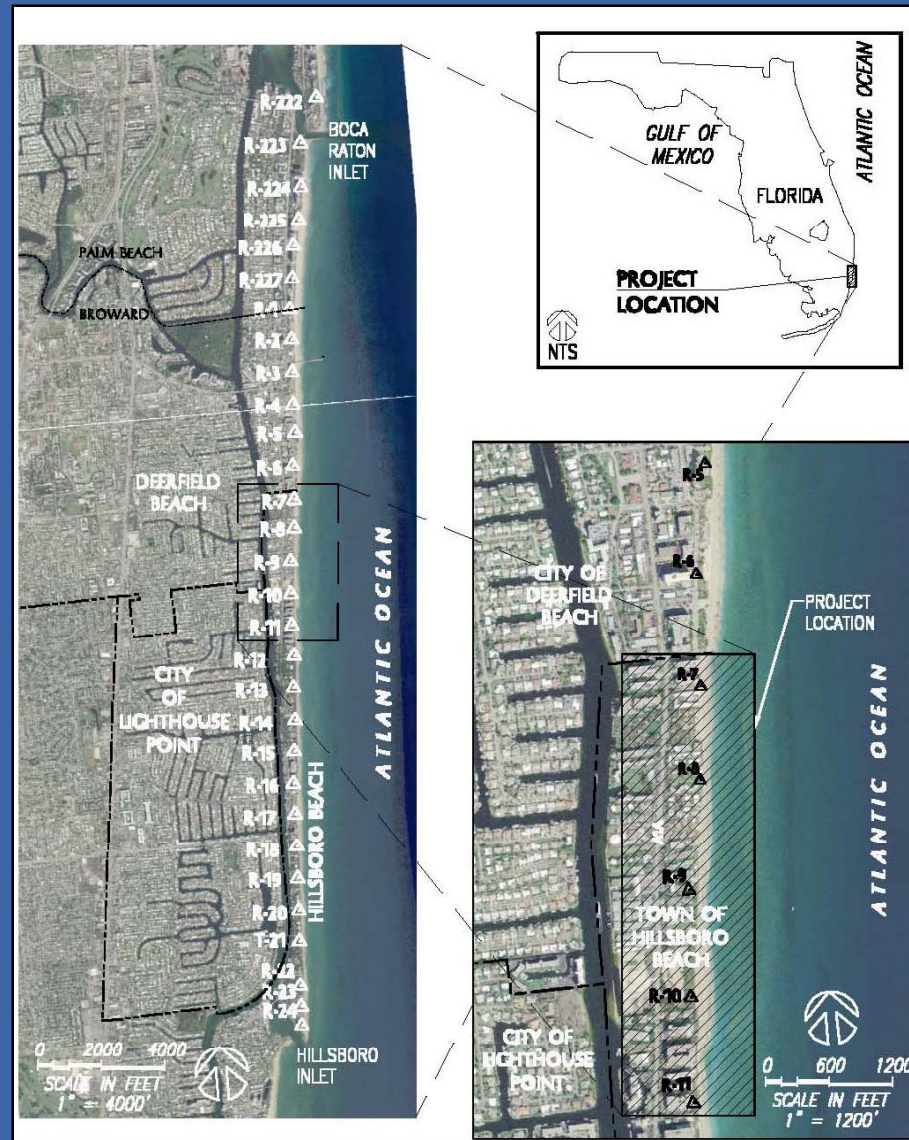




Hot Spot Management Study – Scope of Work

- Feasibility Study – Stabilization of Northern 5,000' of Hillsboro Beach
- Historical Data – Erosion “Hot Spot” Rates and Coastal Processes
- Review Southeast Florida Coastal Structures
- Numerical Modeling – DHI MIKE-21
- Numerical Modeling - Sediment Transport
- Calibration of Numerical Modeling
- Shoreline Stabilization Alternative Simulations
- Review Environmental Permitting Feasibility
- Recommendations and Report Preparation
- Workshop Presentation

Shoreline Stabilization Options



Study Area – Northern Hillsboro Beach

Shoreline Stabilization Alternatives



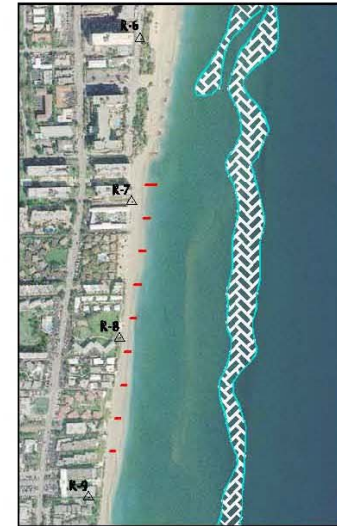
ALTERNATIVE 1



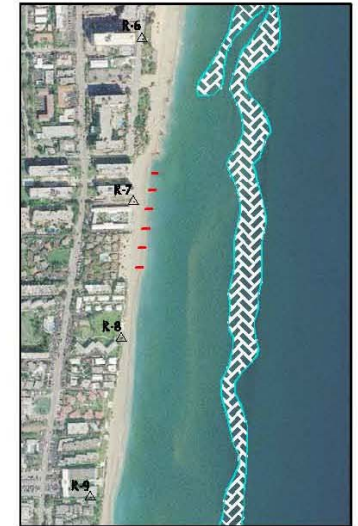
ALTERNATIVE 2



ALTERNATIVE 3



ALTERNATIVE 4A

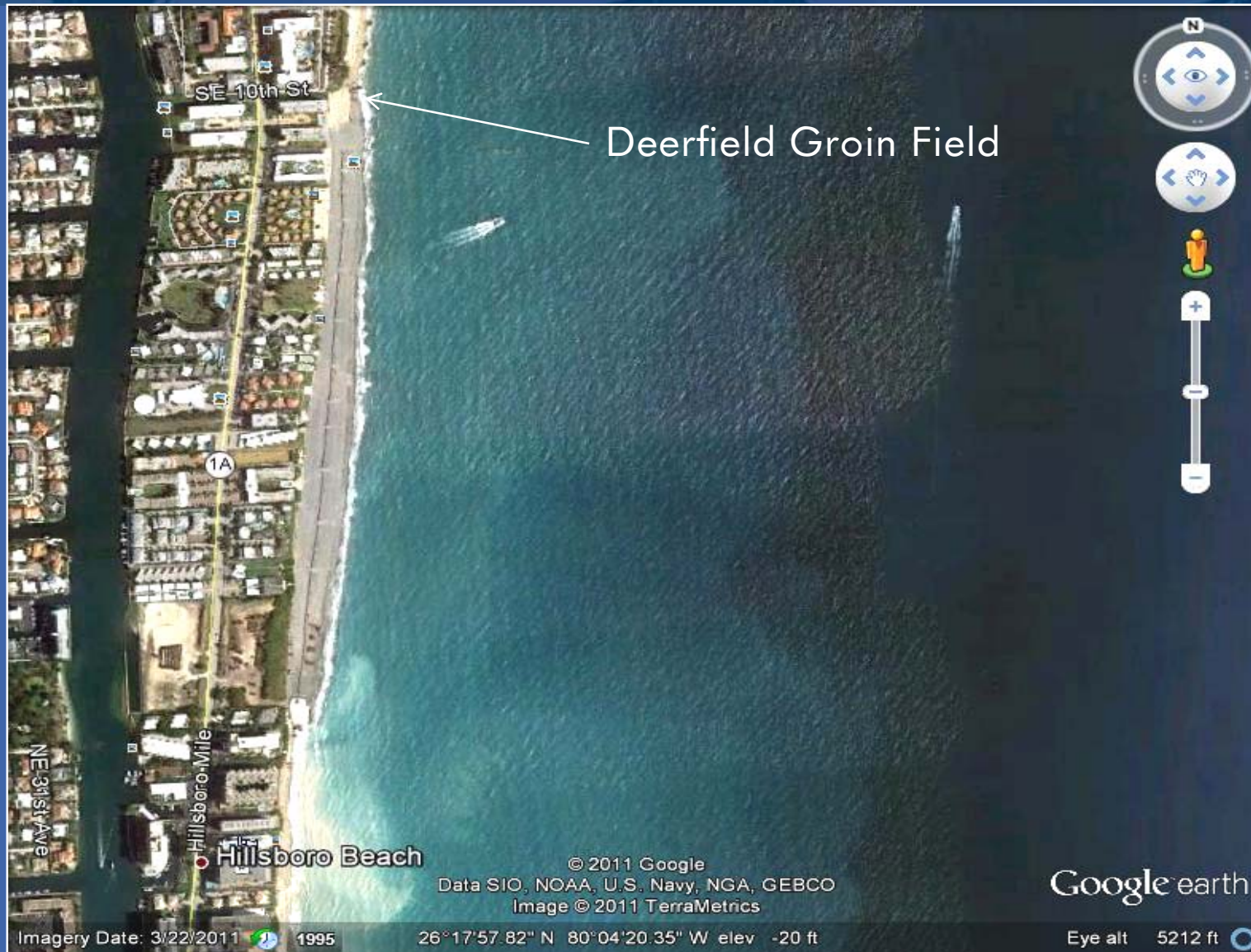


ALTERNATIVE 4B

Alternatives 1-4b



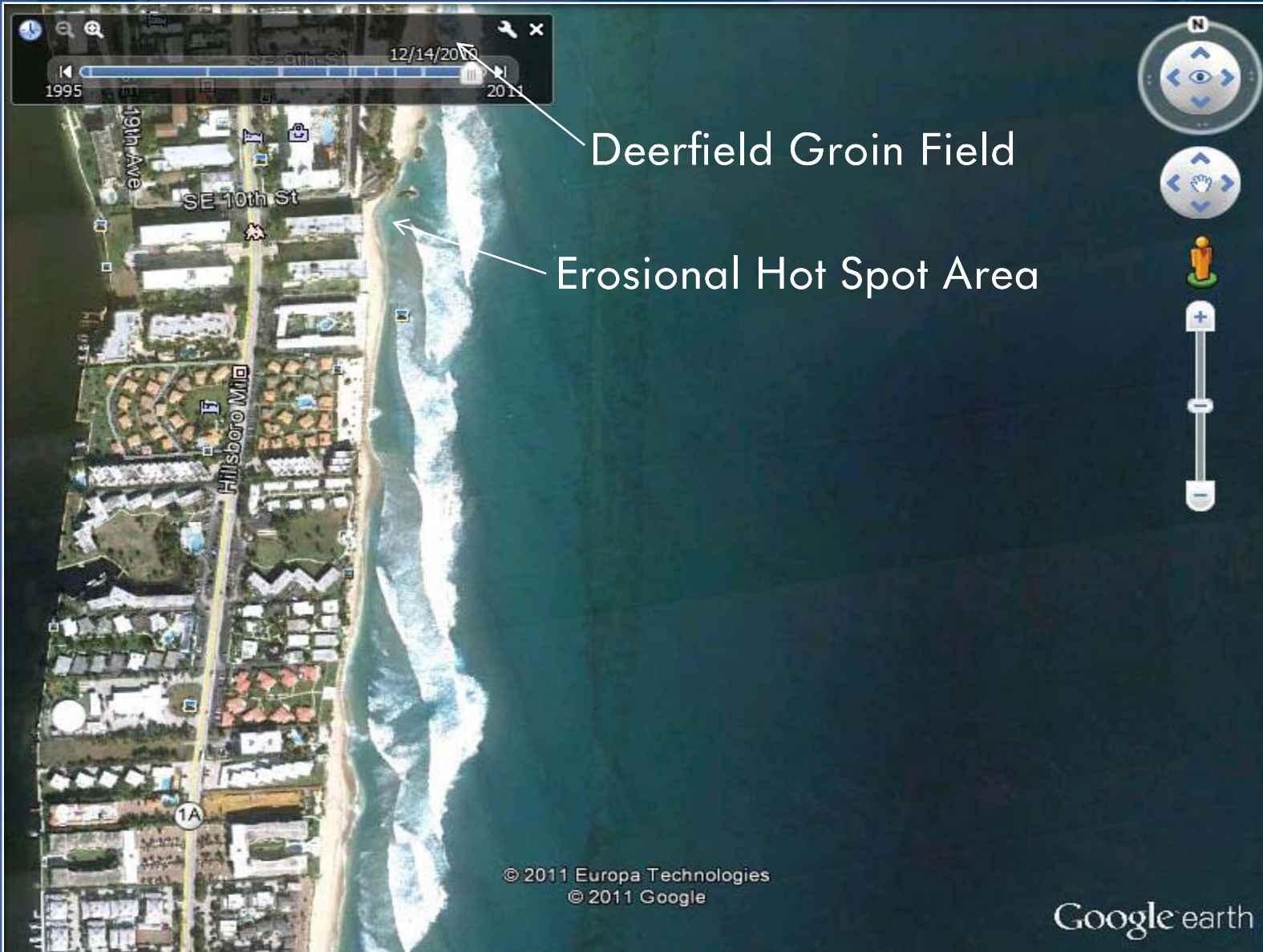
Shoreline Stabilization Alternatives



Alternative 2 – Continued Beach Nourishment



Shoreline Stabilization Alternatives



Alternatives 3 & 4 Groin Field Modifications

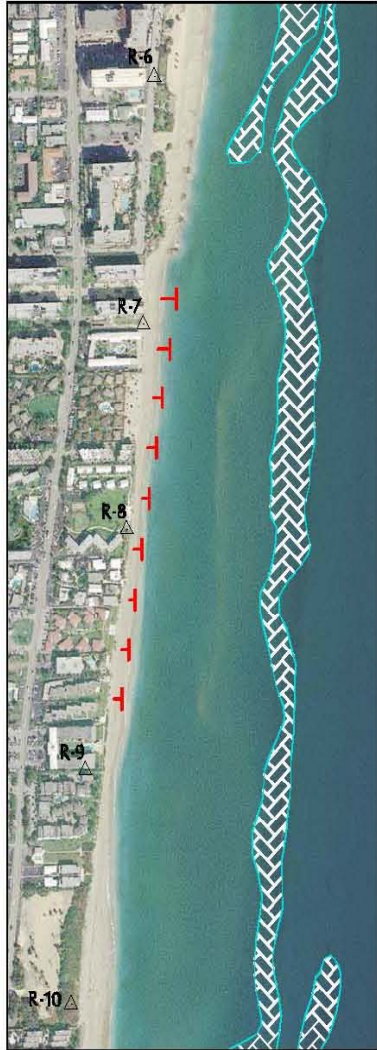


Shoreline Stabilization Alternatives

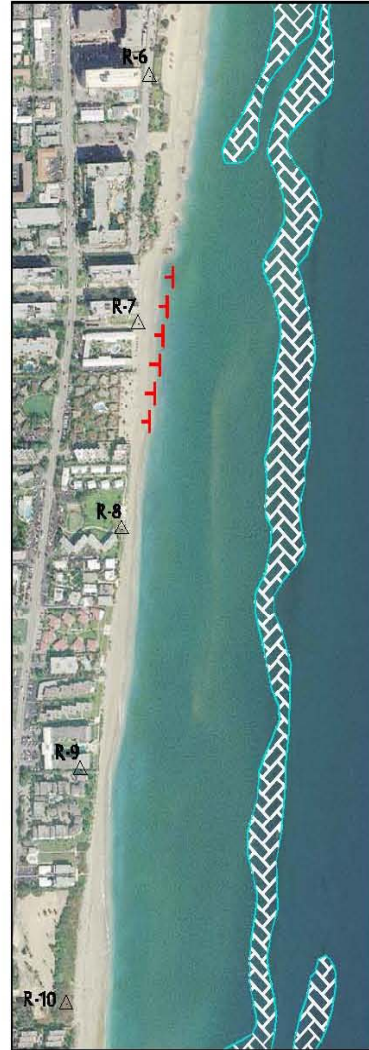


Groins

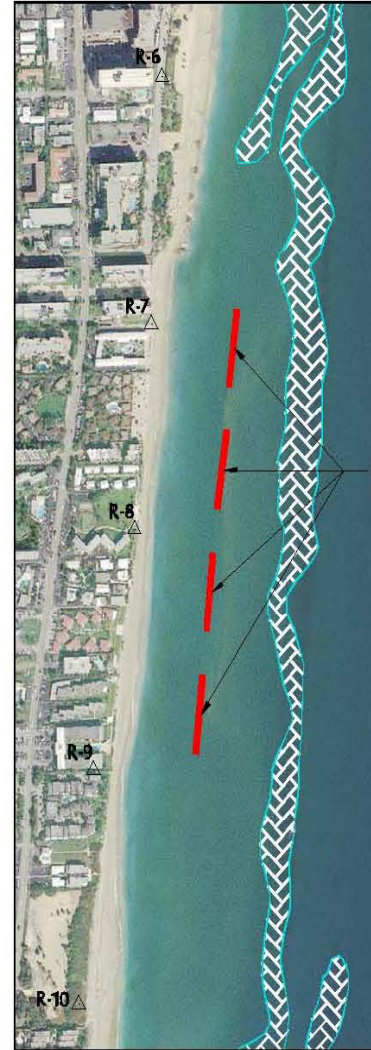
Shoreline Stabilization Alternatives



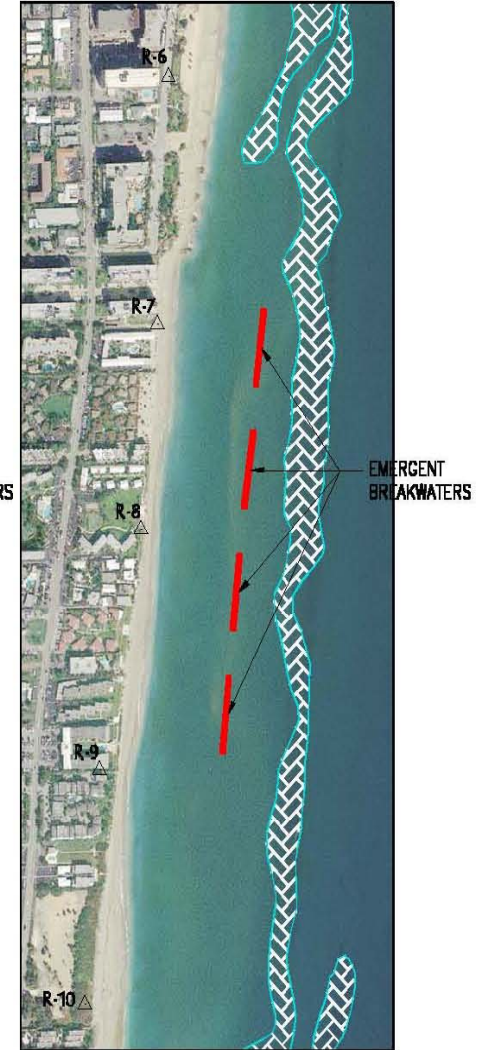
ALTERNATIVE 5A



ALTERNATIVE 5B



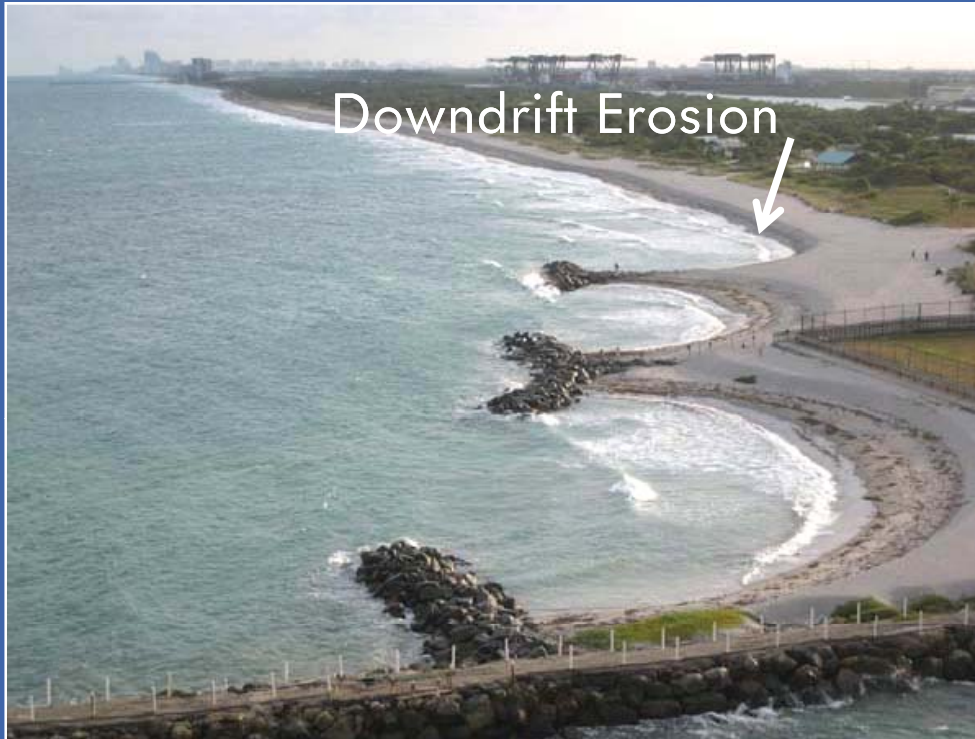
ALTERNATIVE 6A



ALTERNATIVE 6B

Alternatives 5a-6b

Shoreline Stabilization Alternatives



- Lack of Bypassing at Port Everglades
- Affect performance of coastal structures
- County and Corps of Engineers evaluating beaches in John U. Lloyd Park

Alternative 5 - T-Head Groins



Shoreline Stabilization Alternatives

- 32nd Street Nearshore Breakwaters, Miami Beach, Florida
- Aerial Photo – Post Construction 2002
- Designed by Coastal Systems



Alternative 6 – Emergent Breakwaters



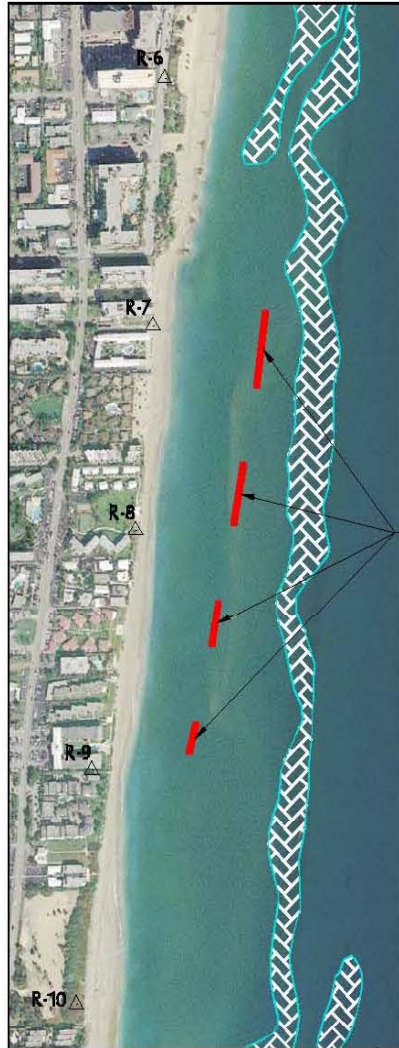
Shoreline Stabilization Alternatives

- 32nd Street Nearshore Breakwaters, Miami Beach, Florida
- Aerial Photo – 2011
- Coastal structures fully impounded with sand



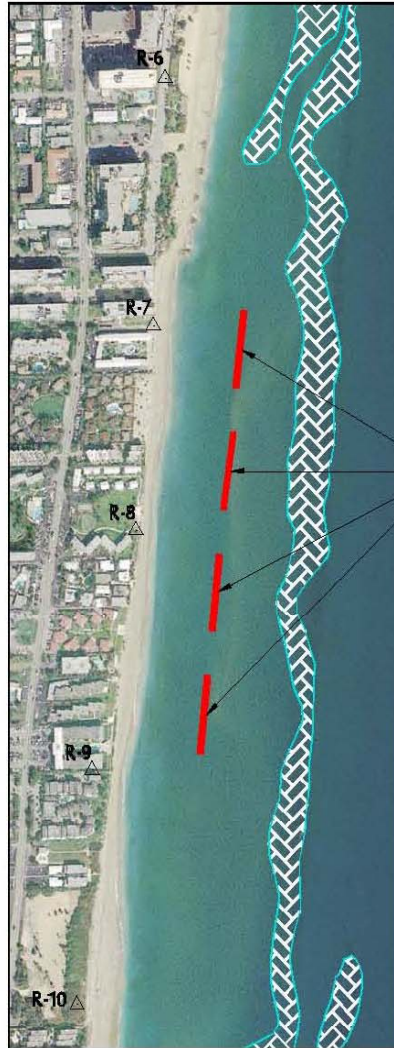
Alternative 6 – Emergent Breakwaters

Shoreline Stabilization Alternatives



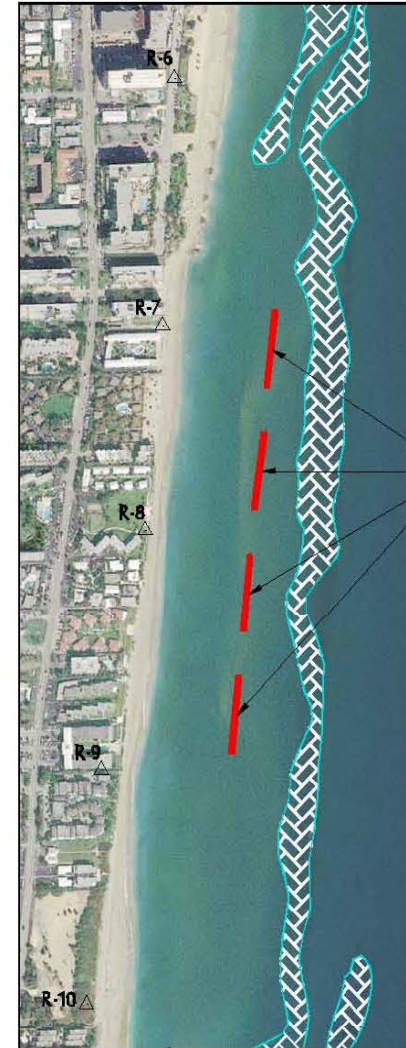
EMERGENT
BREAKWATERS

ALTERNATIVE 6C



SUBMERGED
BREAKWATERS

ALTERNATIVE 7A



SUBMERGED
BREAKWATERS

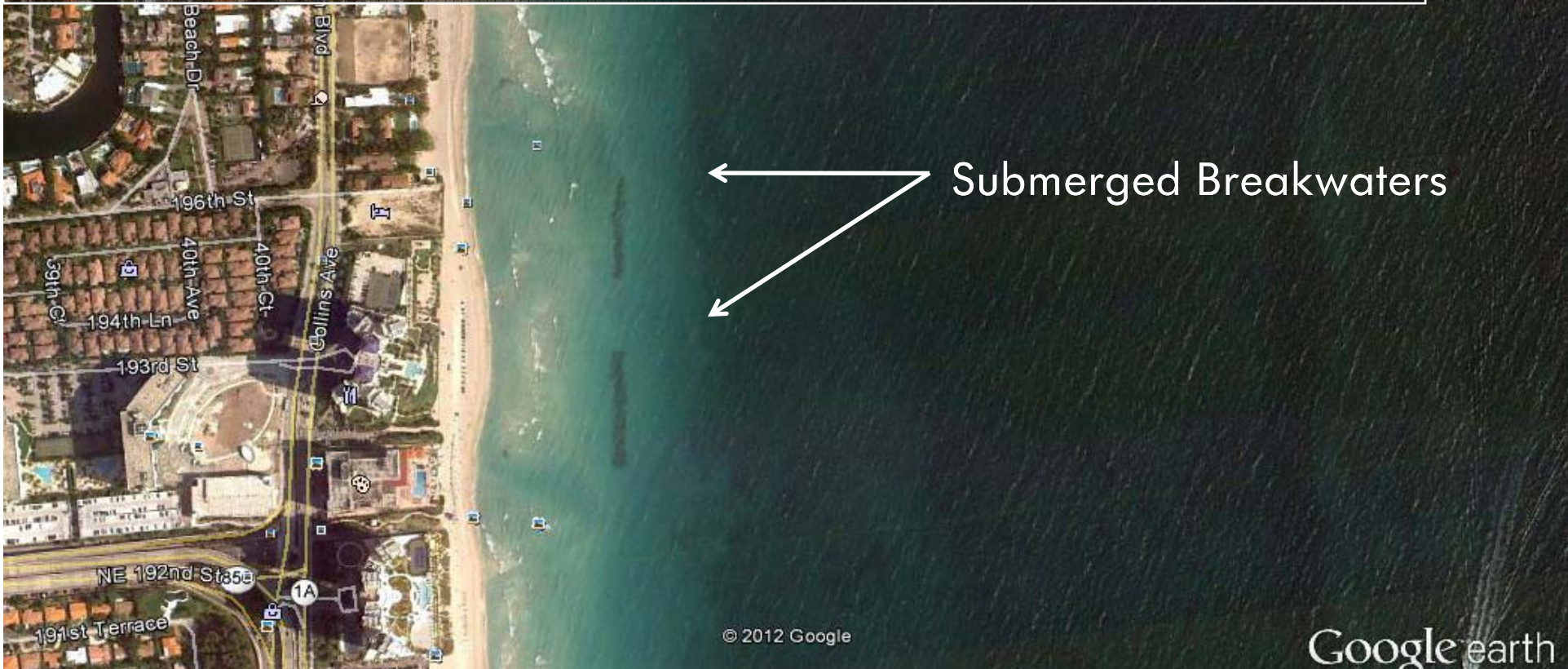
ALTERNATIVE 7B

Alternatives 6c-7b



Shoreline Stabilization Alternatives

- Submerged Breakwaters - Sunny Isles – Miami-Dade County
- Aerial Photo – 2011
- Designed by the Corps of Engineers and constructed in 2001

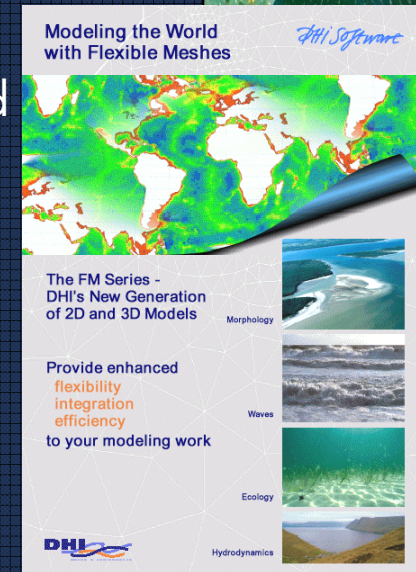
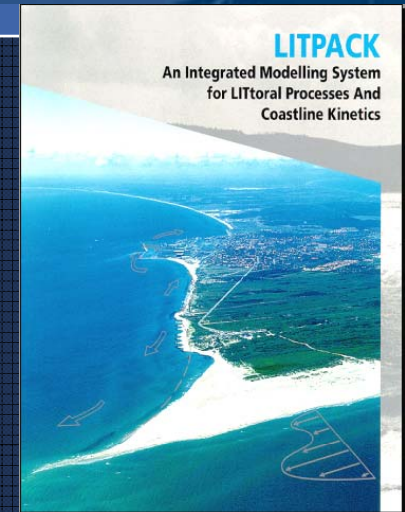


Alternative 7 – Submerged Breakwaters

- DHI MIKE-21 Complete suite of models for coastal studies:

Morphological Modeling
Wave Modeling
Sediment Transport
Hydrodynamic

- Assessment of long-term shoreline response to coastal structures
- 20 Years of Development
- All software undergoes continuous development and is verified not only by DHI but also by professional users worldwide
- No other modeling package has been used for as many coastal/marine projects around the world as MIKE-21
- Coastal Systems – early user in U.S. since 1999



Numerical Modeling with DHI Coastal Process Software Tools

Worldwide Representative Project Applications of MIKE-21 and LITPACK:

- Thyboron Denmark – submerged groin extension (2005)
- Colywyn Bay Beach – Portugal (2011)
- Comandatuba Beach Resort – Brazil (2009)
- Piera, Greece – (2004)
- Artificial Reefs – German Baltic Sea Coast (2011)
- Coastline of Morocco
- Greys to Sunset Beach – Western Australia (2010)



Florida Project Applications of MIKE-21 and LITPACK:

- St. Lucie County Shoreline Study (2010)
- Town of Palm Beach Groin Study, Palm Beach County (2011)
- Indian River County Sector 3 Beach Nourishment (2008)

Projects Modeled by Coastal Systems:

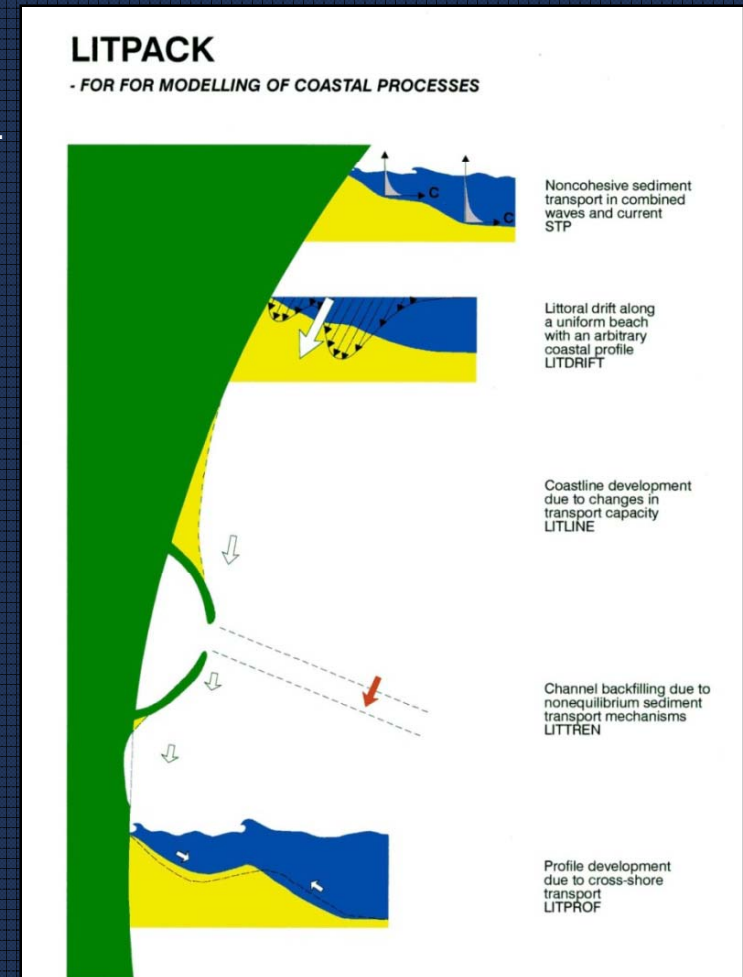
- Town of Palm Beach South End Beach Restoration (Reach 8), Palm Beach County (2011)
- Singer Island, Palm Beach County (2002)
- Miami Dade County, Bakers Haulover Inlet to Government Cut (2004)

LITLINE Modeling Summary

- LITLINE Module Part of LITPACK from DHI that includes STP, LITREN and LITPROF modules
- LITLINE Calculates coastline evolution for sediment transport
- Simulates the following shoreline and coastal structures:
 - Groins
 - Jetties
 - Revetments
 - Offshore (emergent) Breakwaters

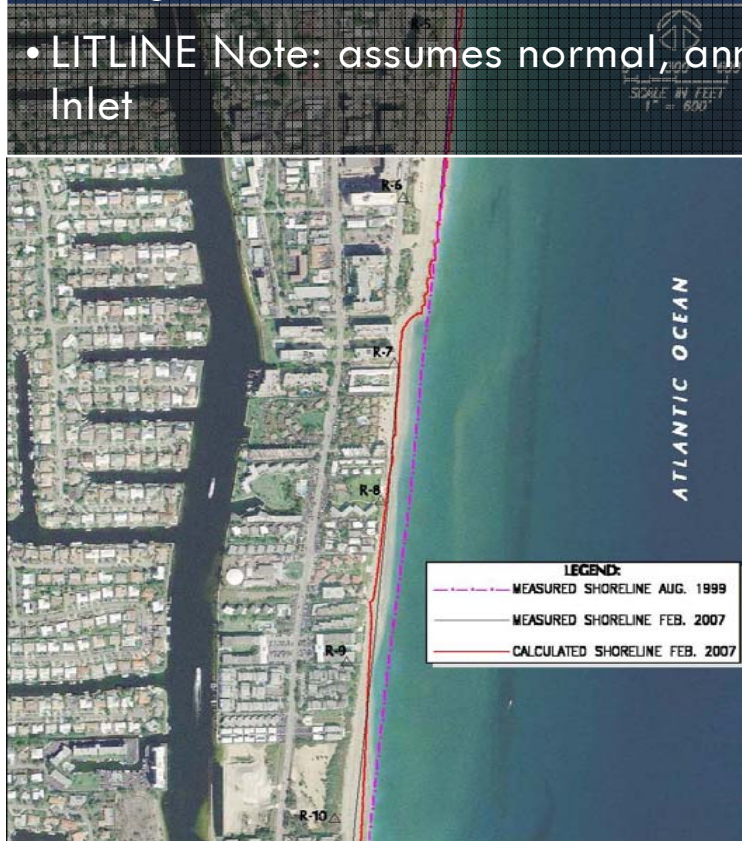
Design of Optimization of coastal engineering projects

Efficient Simulation of Complex Coastal Problems



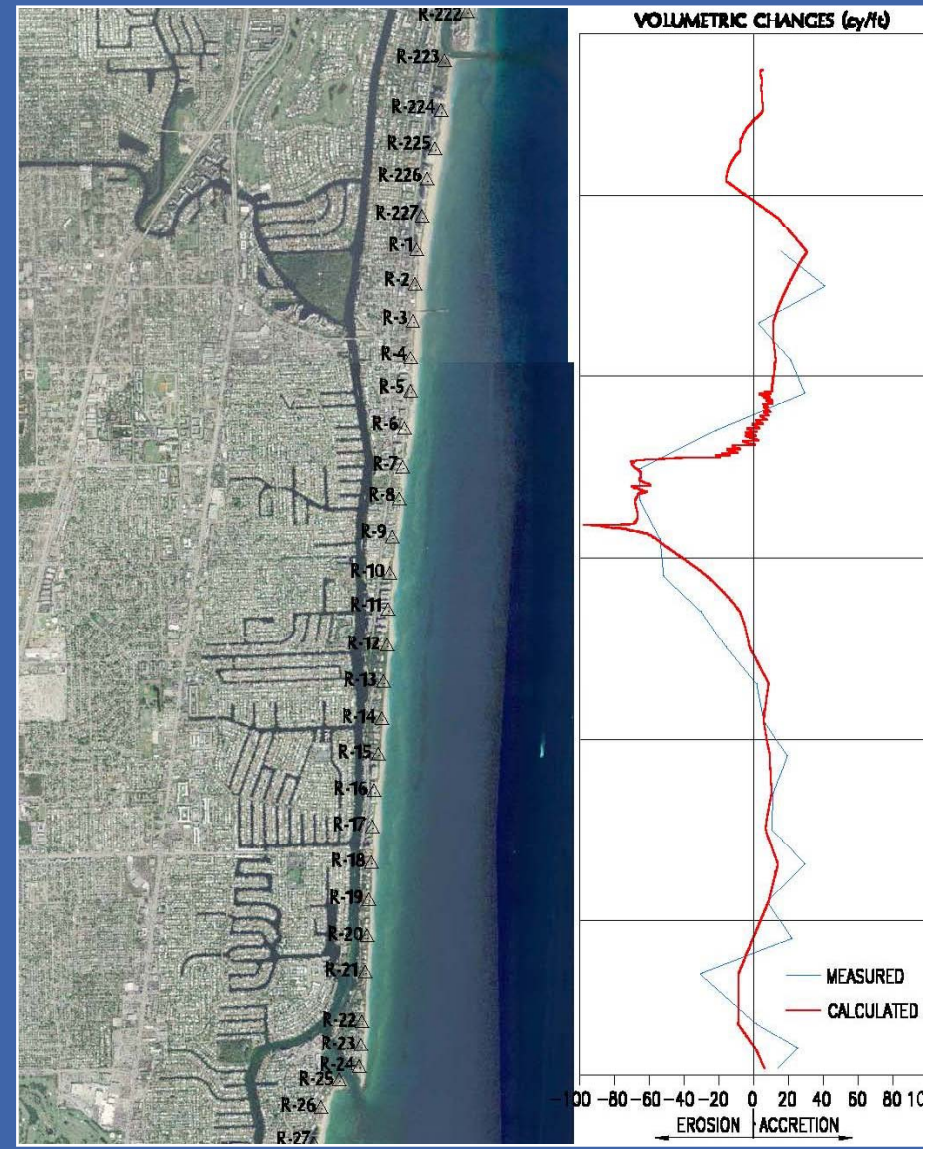
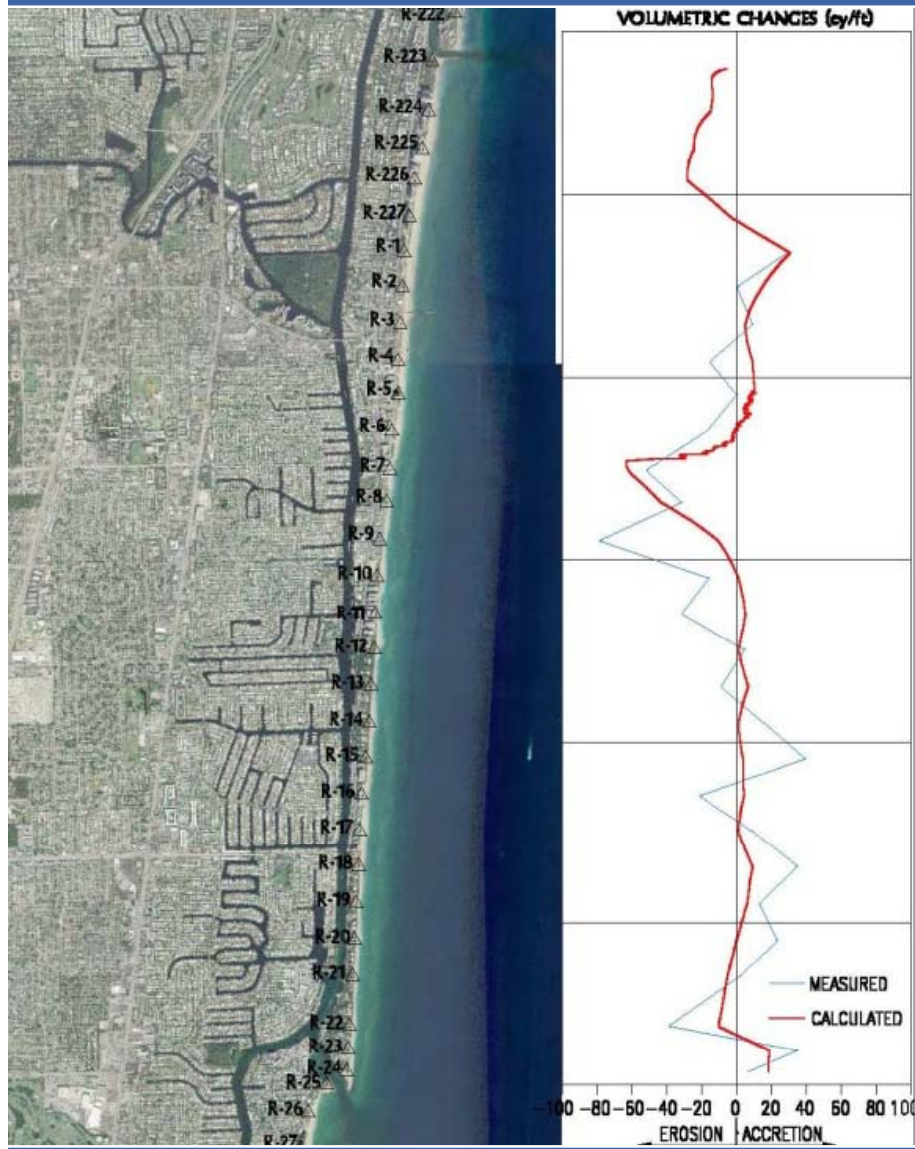
Numerical Modeling Approach

- Calibration Years 1999 – 2002 (3 years of data)
- Calibration Years 1999 – 2007 (8 years of data)
- LITLINE Calibration – **replicate measured data**
- Calibrate longshore sediment transport rates, historical shoreline positions, and volumetric changes
- LITLINE Note: assumes normal, annualized processes and continued bypassing at Boca Inlet



LITLINE Calibration

Numerical Modeling Approach



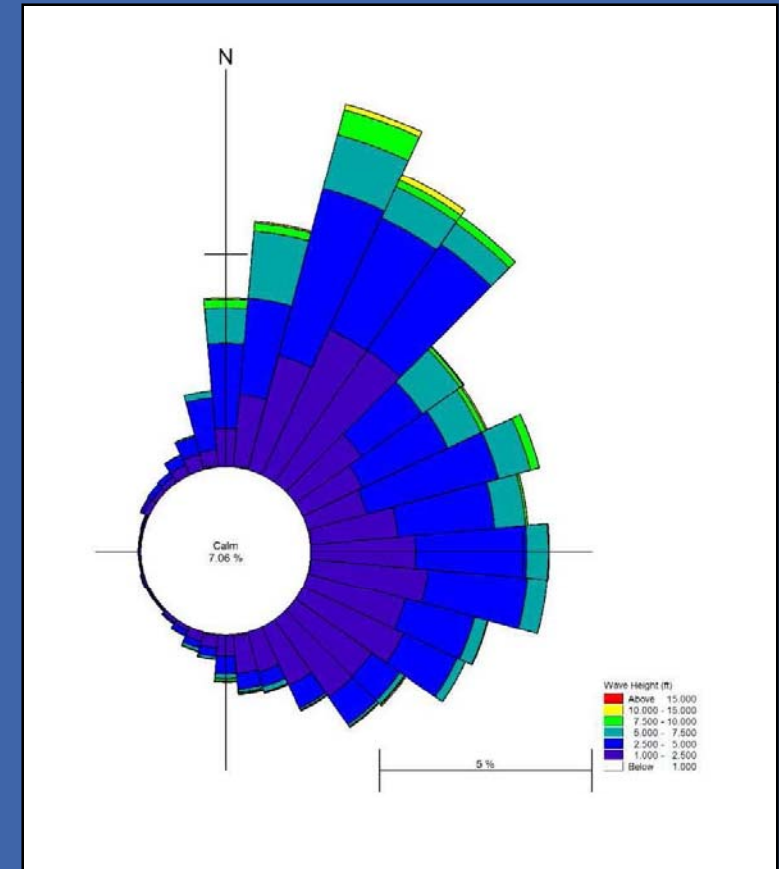
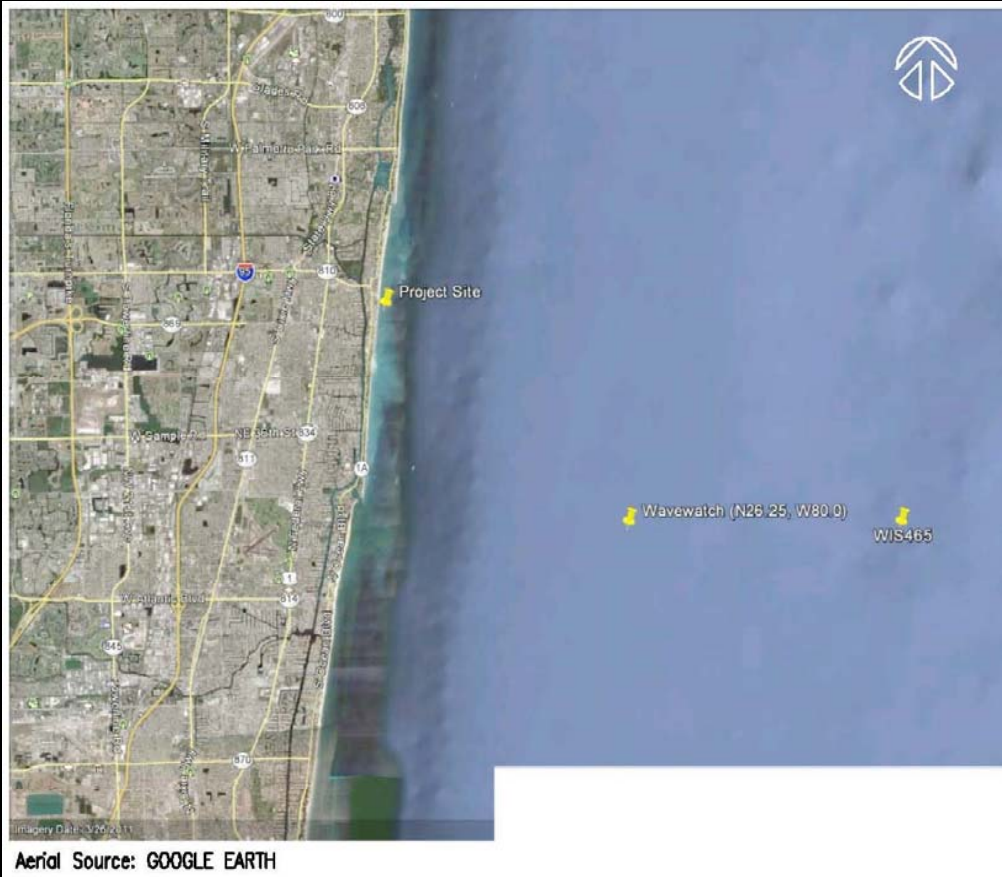
LITLINE Calibration



Numerical Modeling Approach

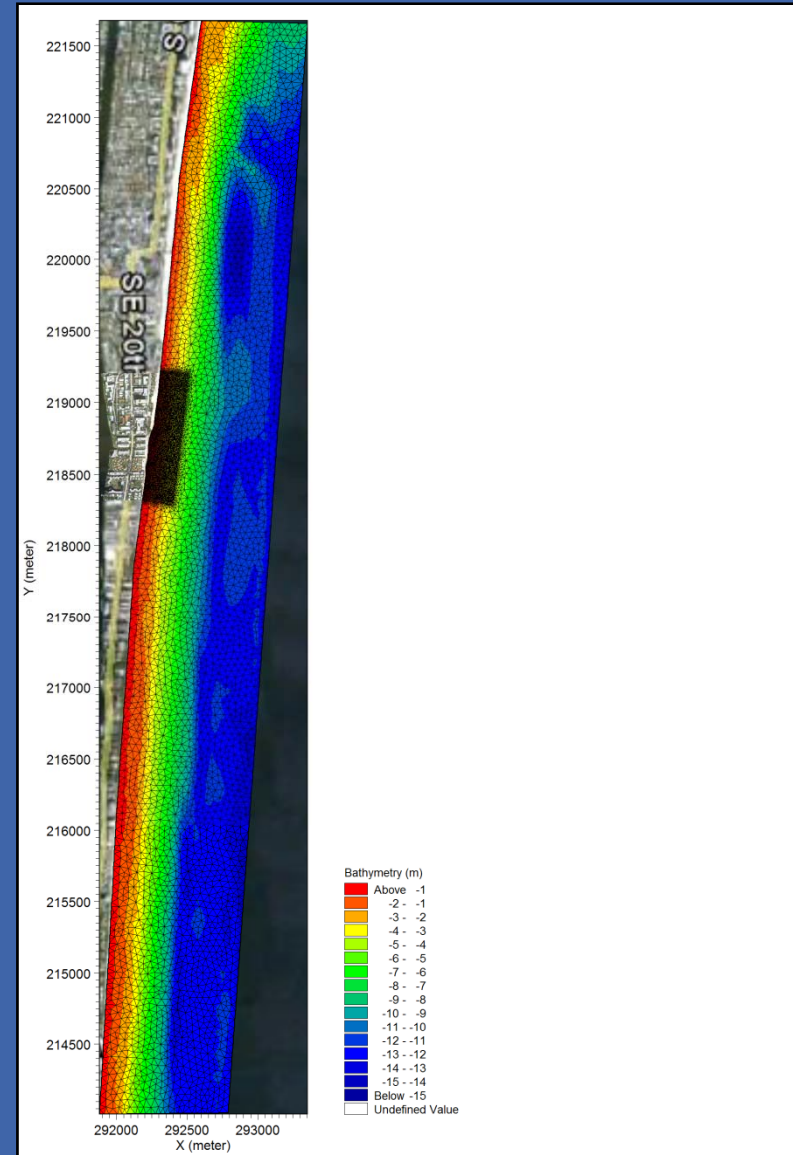
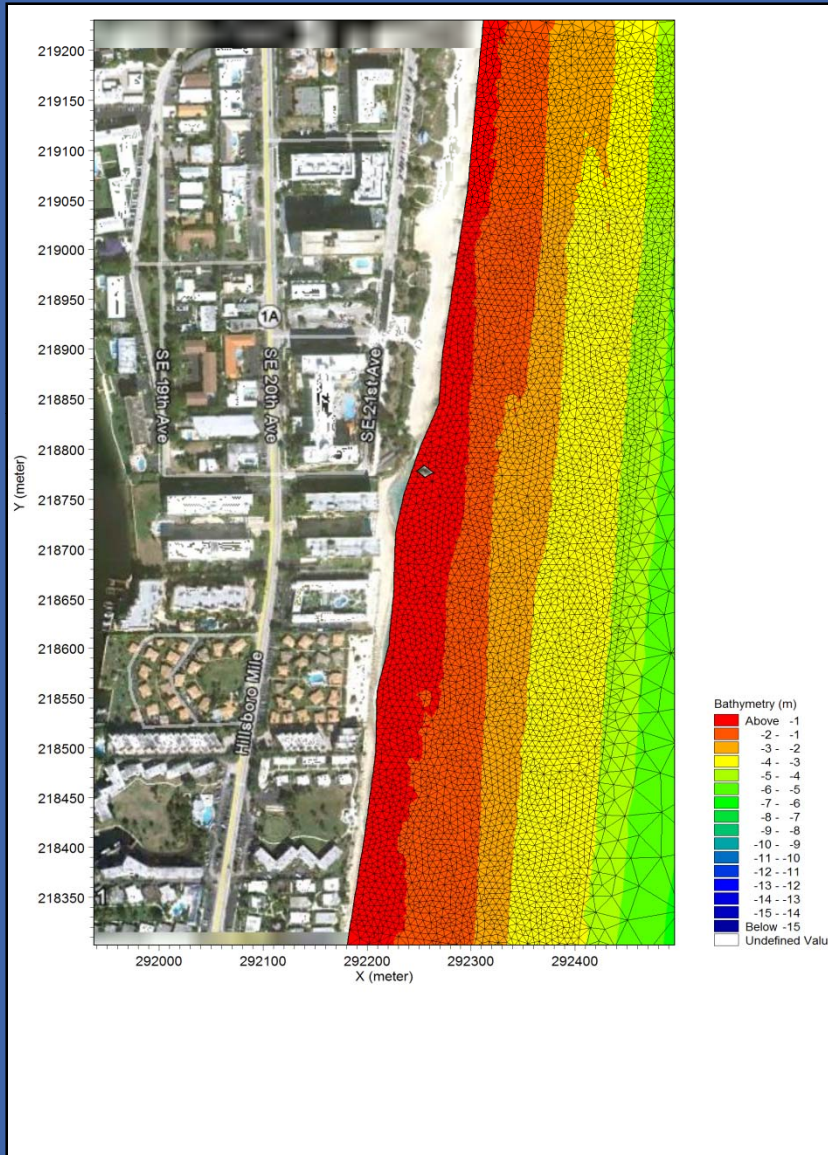
- Submerged Breakwaters not simulated with LITLINE Model
- Utilized MIKE 21 SW wave model coupled with HD (hydrodynamic model)
- Results of the nearshore wave and current modeling input into sediment transport model to estimate sediment transport rates

Alternative 7 – Submerged Breakwaters



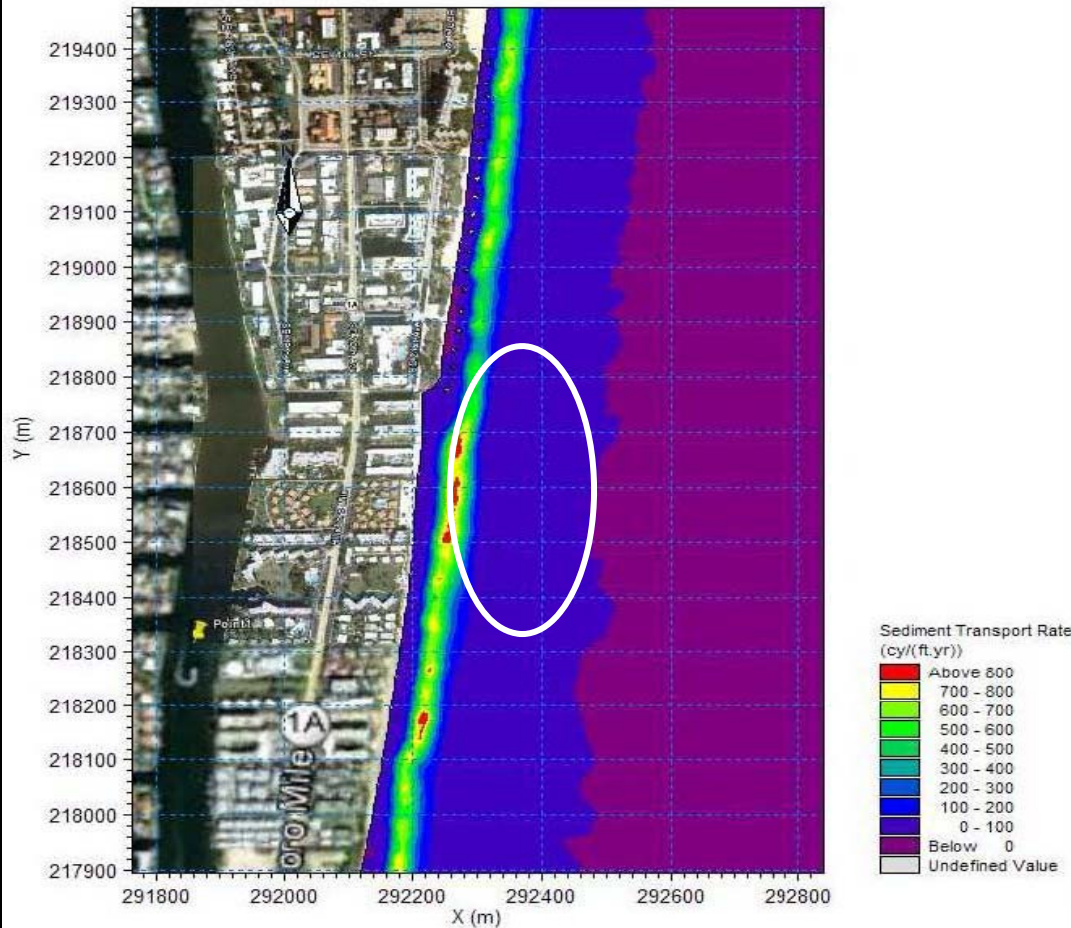
Wave Rose - Statistics from WIS 1980 – 1999 (19 years data)

Numerical Modeling Approach



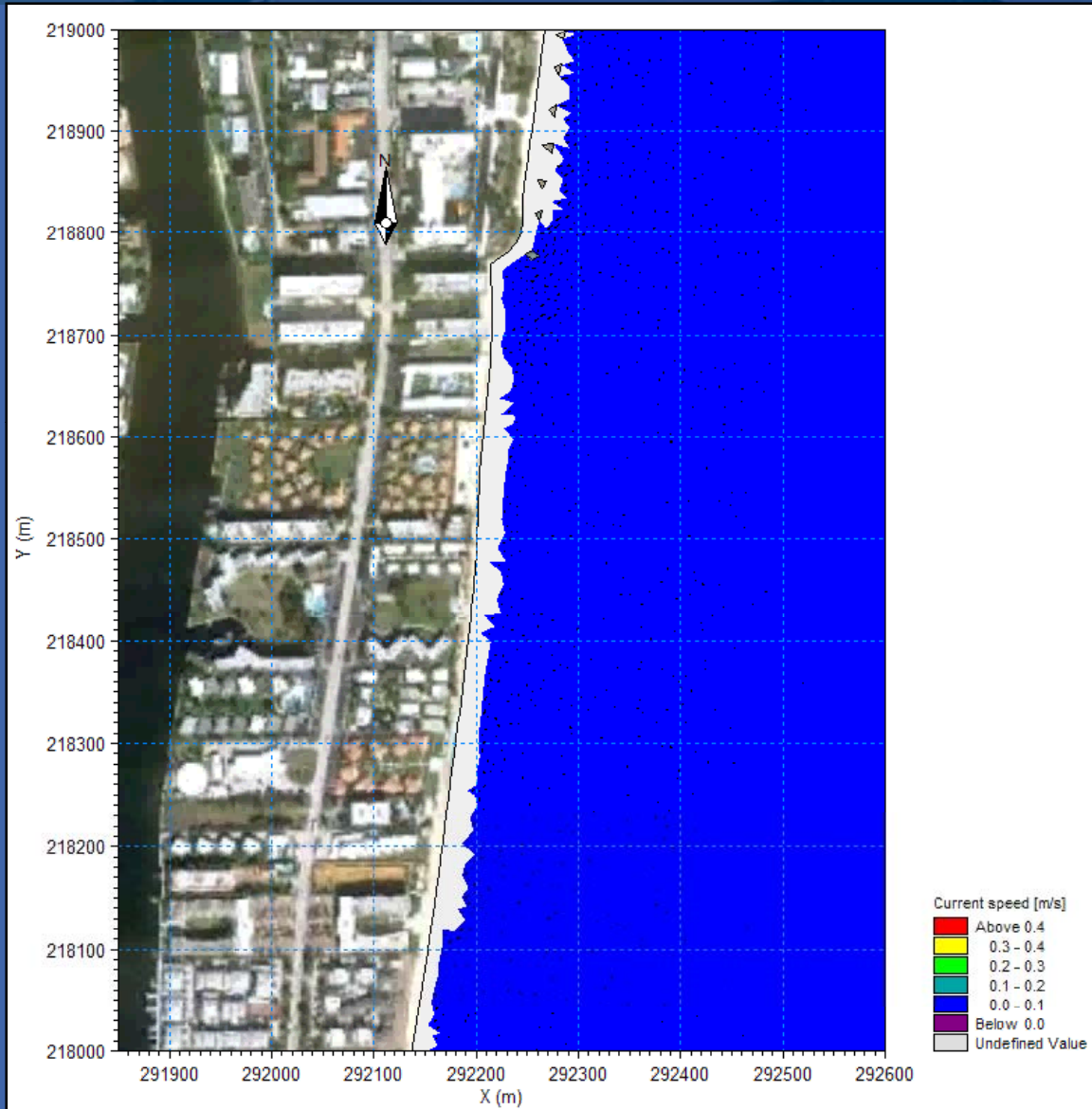
MIKE 21 Model - Mesh and Bathymetry

Numerical Modeling Approach



- High Sediment Transport Rate
- MIKE-21 Simulation Results consistent with beach measured data

Estimated Annual Sediment Transport Rate from MIKE-21 Modeling



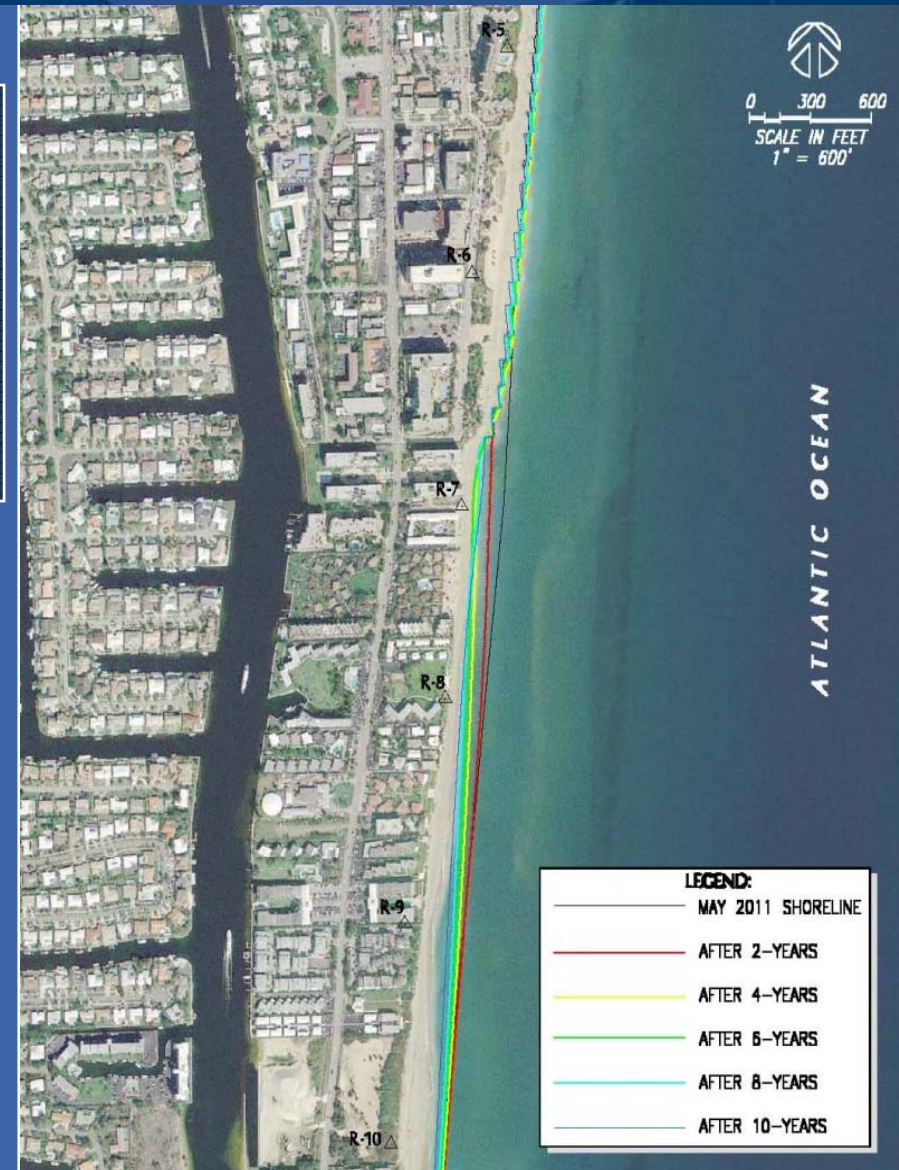
Current Simulation – Existing Conditions

- 10-year simulation
- No sandy beach remaining
- Erosion to the seawall



Option 1 – Do Nothing

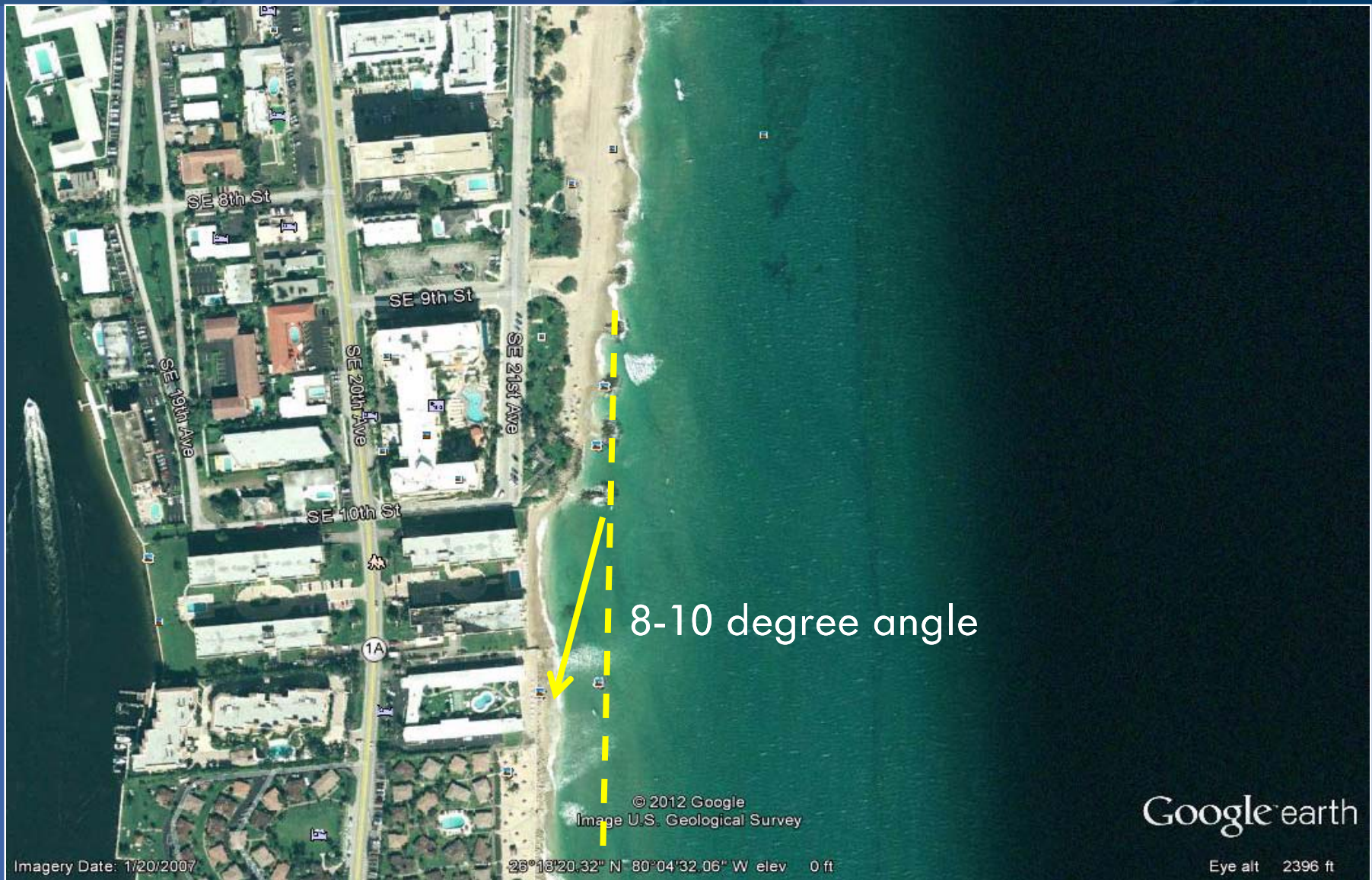
- 10-year simulation
- Renourish every 4-6 Years
- 1997 Long Range Plan – every 8-10 years
- Viable Alternative



Option 2 – Continued Beach Nourishment



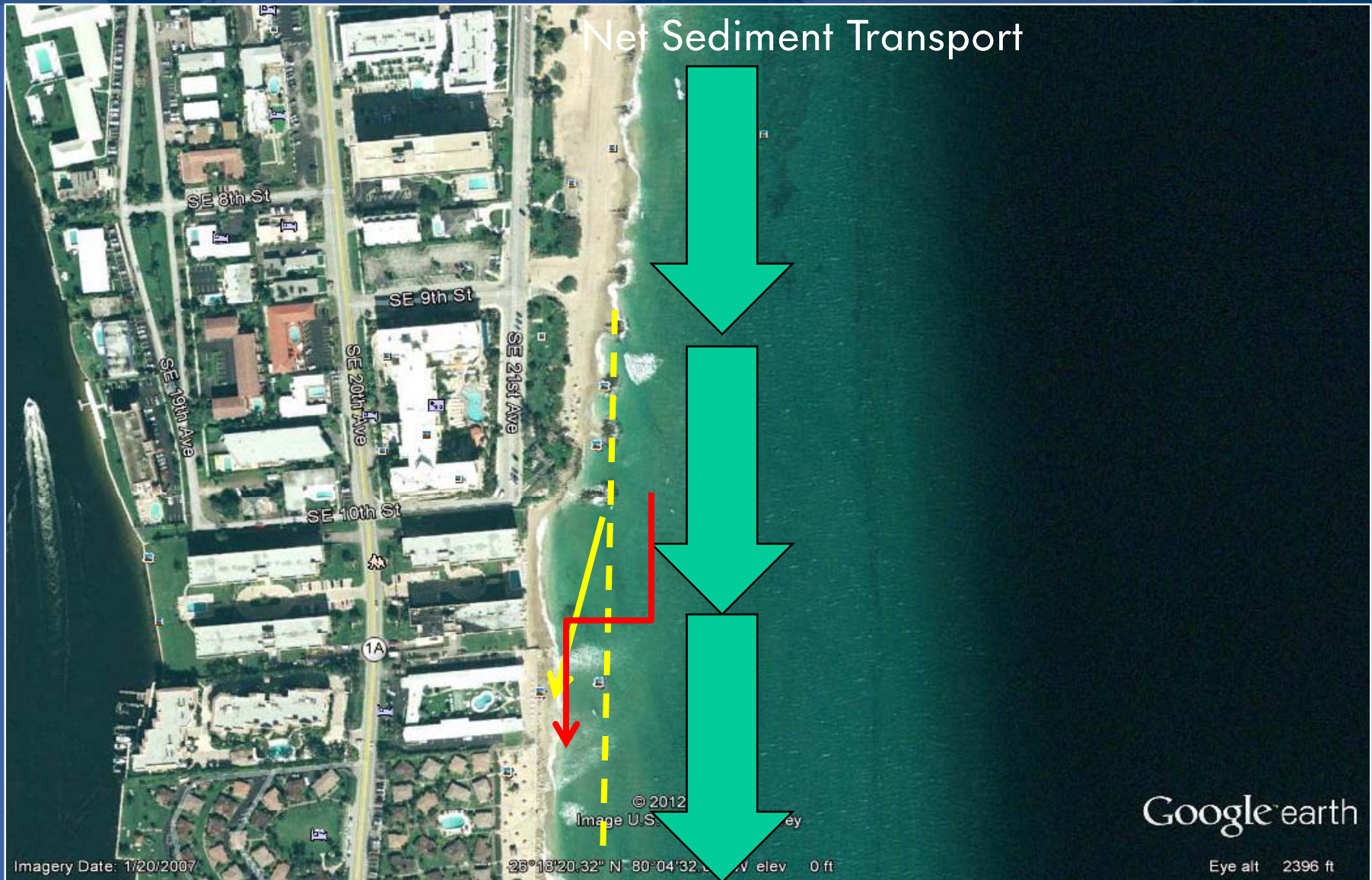




Option 3 & 4 – Groin Modification Approach



Modeling Results



Option 3 & 4 – Groin Modification Approach

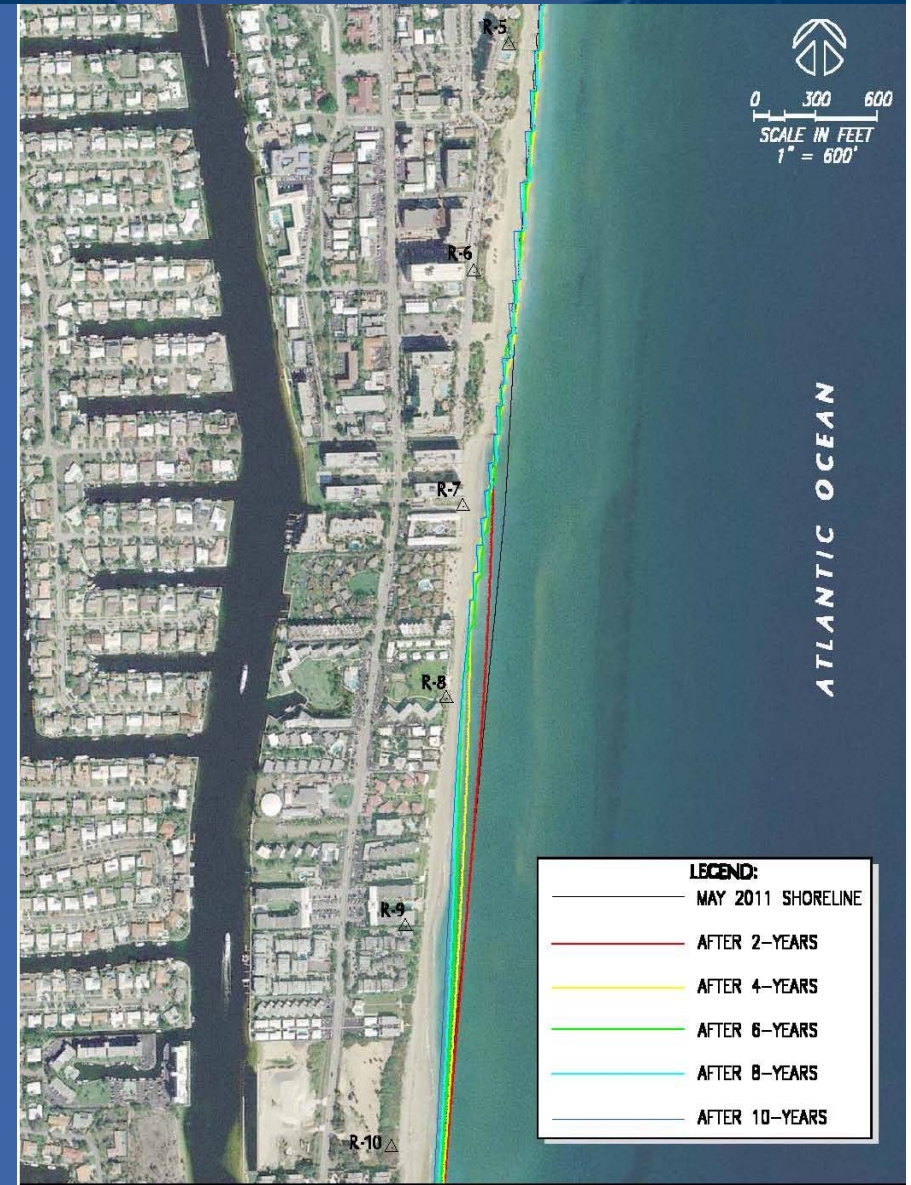
- 10-year simulation
- Taper southern 5 Groin Structures
- Modify approximately 25% of the groin field
- Still have to nourish beach every 4-6 years
- Not a viable Alternative



Alternative 3 – Modify Deerfield Groin Field

Modeling Results

- 10-year simulation
- Construct 9 groins – tapered (Alternative 4a)
- Construct 5 groins – tapered (Alternative 4b)
- Transfer of "Hot Spot" further downdrift (south)
- Still have to nourish beach every 4-6 years
- Not a viable Alternative



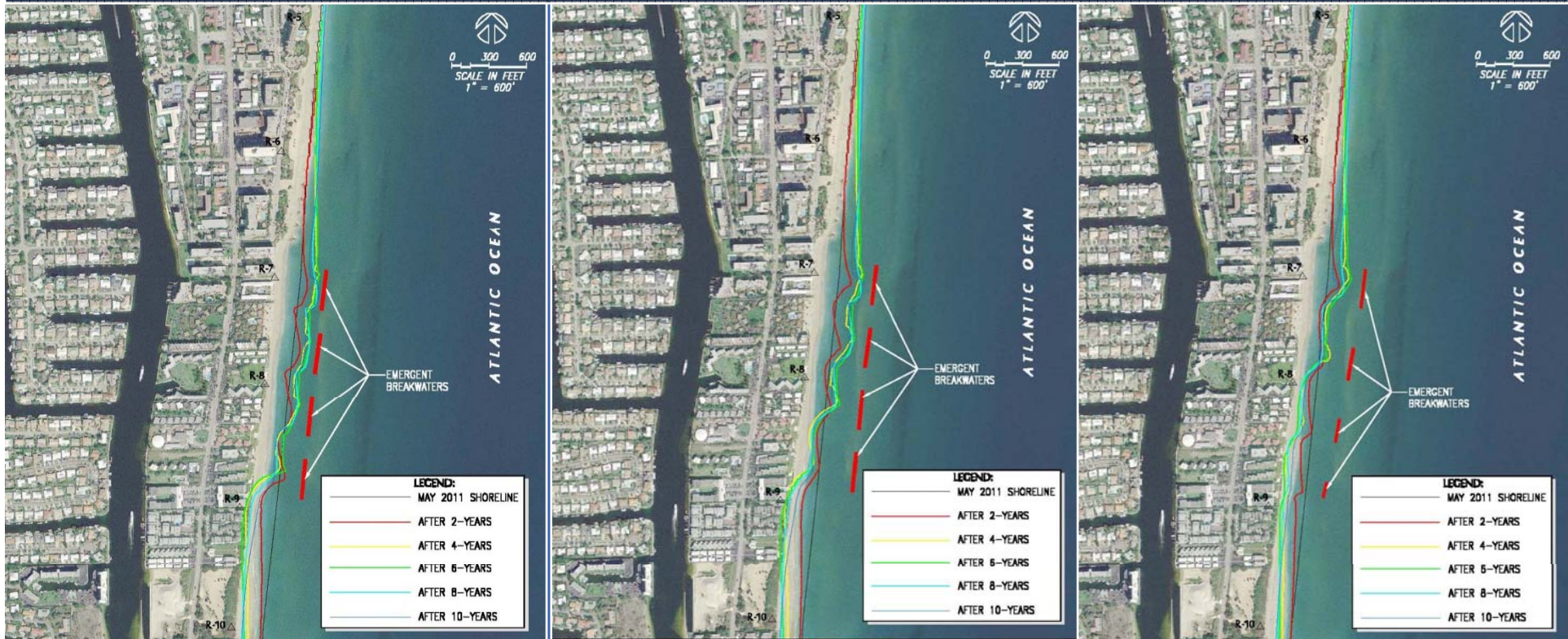
Alternatives 4a & 4b – Groin Field Extension into Hillsboro Beach

- 10-year simulation
- Construct 9 T-Head Groins (Alternative 5a)
- Construct 6 T-Head Groins (Alternative 5b)
- Still have to nourish beach every 4-6 years
- Not a viable Alternative

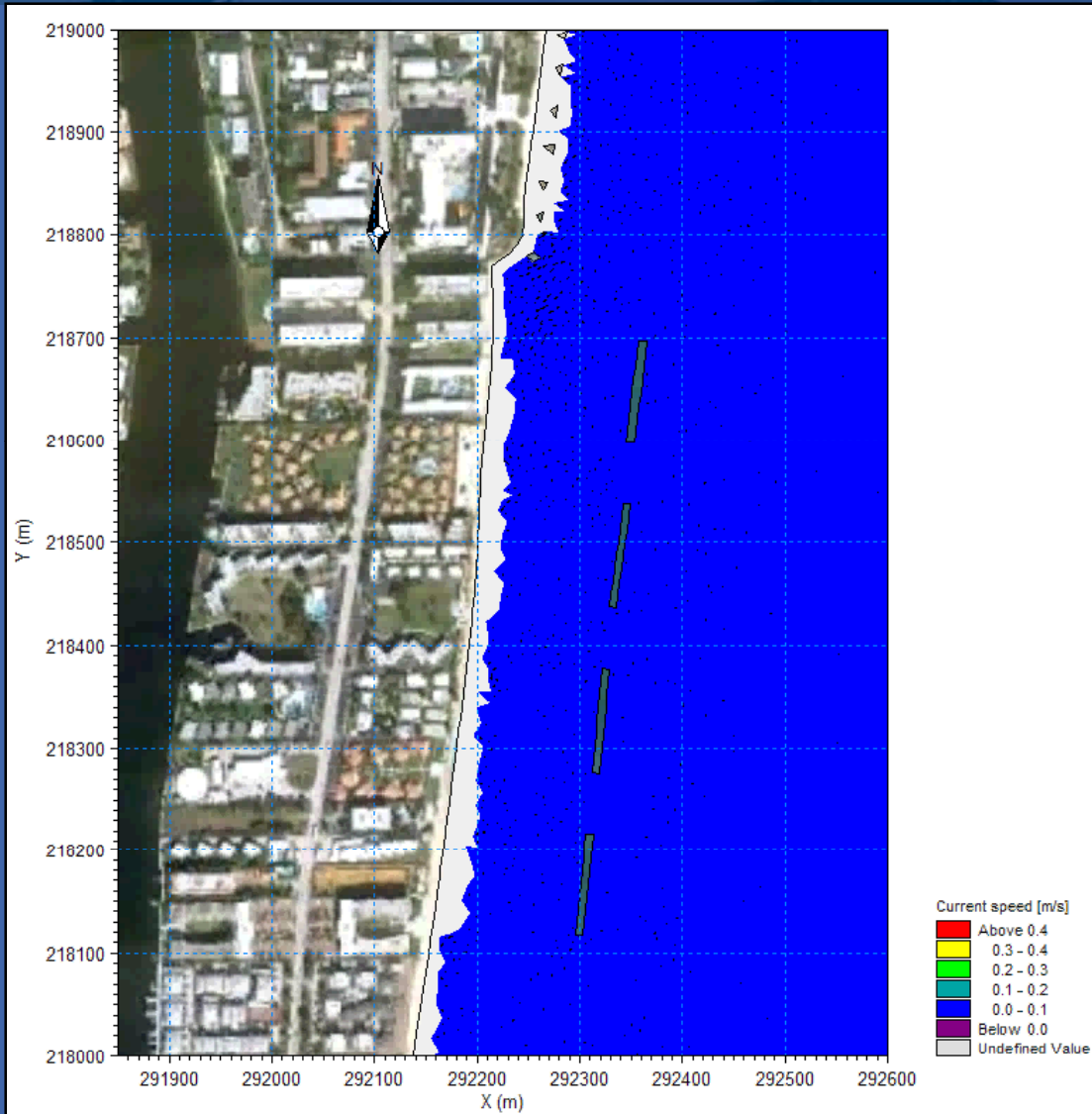


Alternatives 5a and 5b – T-Head Groins into Hillsboro Beach

- 10-year simulation
- Construct 4 variations of nearshore (emergent) breakwaters
- All options – transfer of hot spot further downdrift (south)
- Still have to nourish beach every 4 years
- Not a viable Alternative

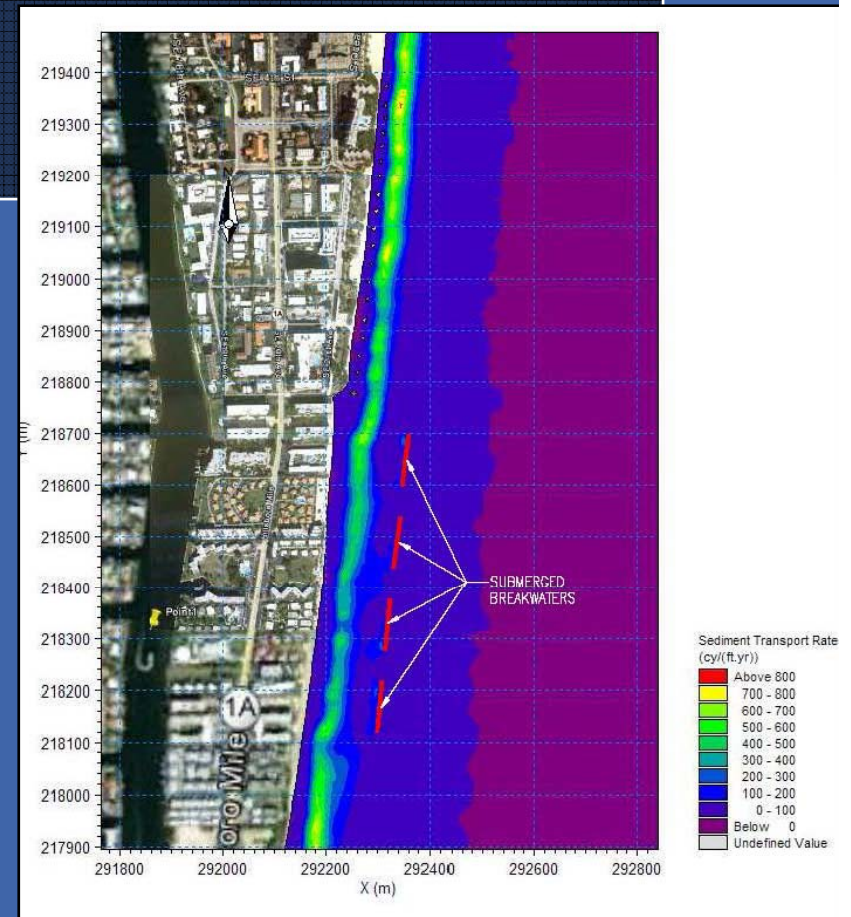
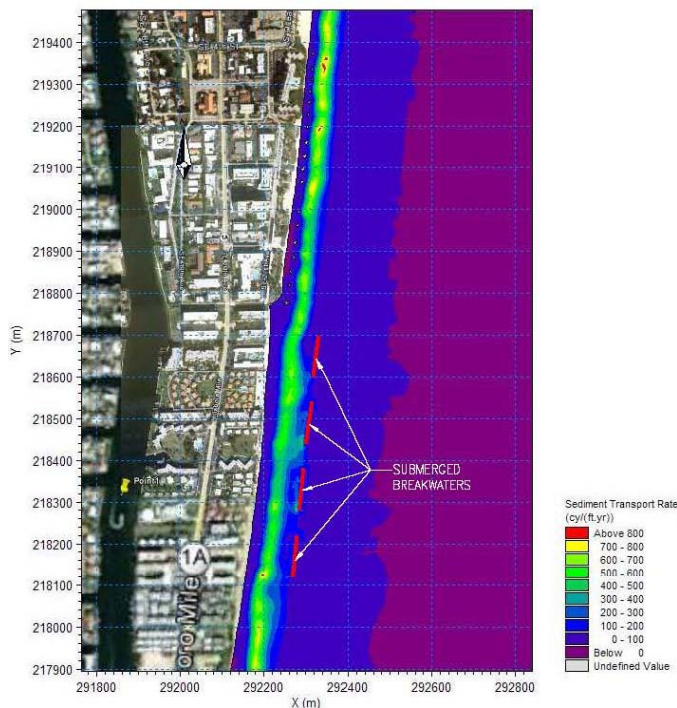


Alternatives 6a – 6c – Nearshore (Emergent) Breakwaters

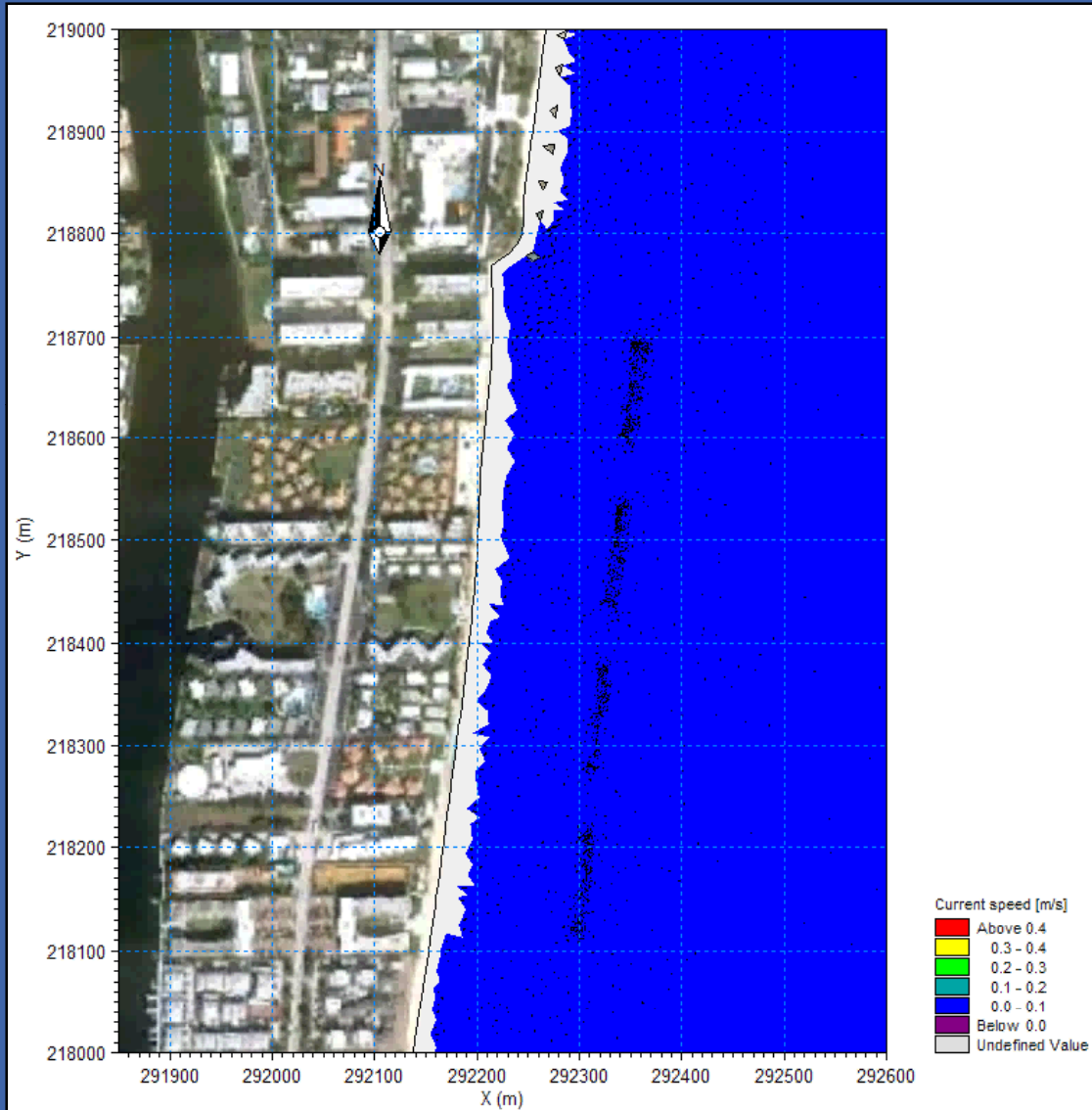


Alternative 6b – Current Simulation

- Construction of 4 submerged breakwaters
- Simulated with coupled MIKE-21 SW and HD Models
- Reduce sediment transport 20% for Alternative 7b
- Minimal downdrift impacts
- Viable Alternative



Alternatives 7a & 7b - Submerged Breakwaters



Alternative 7b – Current Simulation

- Summary of Modeling Results – Viable Alternatives

Twelve Alternatives Simulated with coastal process numerical modeling

- Viable Alternatives:

Alternative 2 - Continued Beach Renourishment

Alternative 7b – Submerged Breakwater

Conventional – Shoreline Stabilization Alternatives



Environmental Permitting Feasibility

- Joint Coastal Permitting – federal and state agencies with jurisdiction (U.S. Army Corps of Engineers, Florida Department of Environmental Protection)
- Broward County EPGMD Permit
- Environmental Permits were issued for the 2011 beach renourishment project
- Anticipate 1-2 year process
- Avoidance of impacts to nearshore hardbottom
- Sand Source

Alternative 2 – Continued Beach Renourishment



Environmental Permitting Feasibility

- Section 5 and 6 of Report
- Joint Coastal Permitting – federal and state agencies with jurisdiction (U.S. Army Corps of Engineers, Florida Department of Environmental Protection)
- Broward County EPGMD
- Coastal structures difficult, if not impossible, to permit in Florida
- Precedent projects in Florida – areas with high erosion or at inlets
- Extensive opposition to permits can be expected from certain commenting agencies and NGO's
- Estimated Time Frame 3-6 years

Alternative 7b – Submerged Breakwaters

- Alternative 2 Continued Beach Renourishment
 - Evaluate Sand Sources – upland and offshore
 - Economic Analysis on nourishment Frequency, sources of funding
- Alternative 7b Coastal Structures
 - Conduct Pre-Application Meetings with Agencies
 - Outline a strategy for funding, design/permitting
 - Support needed – lobbying and legal
 - Cost/Benefit analysis for coastal structures
 - Detailed Numerical Modeling and Coastal Engineering



COASTAL SYSTEMS INTERNATIONAL, INC.

Coastal Engineering

Waterfront & Marinas

Civil Engineering

Regulatory Permitting

Site Investigations

Marine Environmental

Construction

Destination Development





TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: State Road A1A Preliminary Redesign Presentation
Presented by Florida Department of Transportation (FDOT)

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

Agenda Date: November 10, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. PPT SR A1A Nov 10th Town Commision Mtg_10 30 2020



Florida Department of
TRANSPORTATION
DISTRICT FOUR



Hillsboro
Beach
FLORIDA

SR A1A Improvements from Southern Limits of Hillsboro Beach to SE 3rd Street

FDOT FM # 441360-1-52-01

Town Commission Meeting

**Town of Hillsboro Beach
Florida**

November 10, 2020

FDOT PM: Binod Basnet, PE

PROJECT PROGRESS & SCHEDULE

☐ 30% Design Plans

- Design Survey – Completed & Approved June 2020
- Roadway Typical Section - Approved October 2020
- Anticipated 30% Plans submittal for review - end of November 2020

☐ 60% Design Plans submittal – April 2021

- Public Information Meeting – June 2021

☐ 90% Design Plans submittal – July 2021

☐ Final Design Plans submittal – October 2021

ANTICIPATED CONSTRUCTION SCHEDULE

- ☐ Letting Date - March 2022
- ☐ Anticipated Construction Start – Fall of 2022
- ☐ Duration of Construction – Approx. 12 months

IMPACTS TO TRAFFIC DURING CONSTRUCTION

- ☐ No DETOUR or Complete Roadway Closure

Approved Typical Section

☐ Travel Lanes:

- Existing travel lanes vary from 11 ft to 12 ft in width throughout the corridor
- Proposed travel lanes are 11 ft wide consistent throughout corridor

☐ Bike Lanes:

- Continuous paved shoulders provided for designated bike lanes

☐ Sidewalk:

- From Le Baron Condo to SE 10th Street – sidewalk on west side only

Typical section reviewed & coordinated with Town of Hillsboro Beach, City of Deerfield Beach and Broward MPO



Florida Department of TRANSPORTATION DISTRICT FOUR

PROJECT LOCATION





Florida Department of TRANSPORTATION DISTRICT FOUR

PROJECT LOCATION

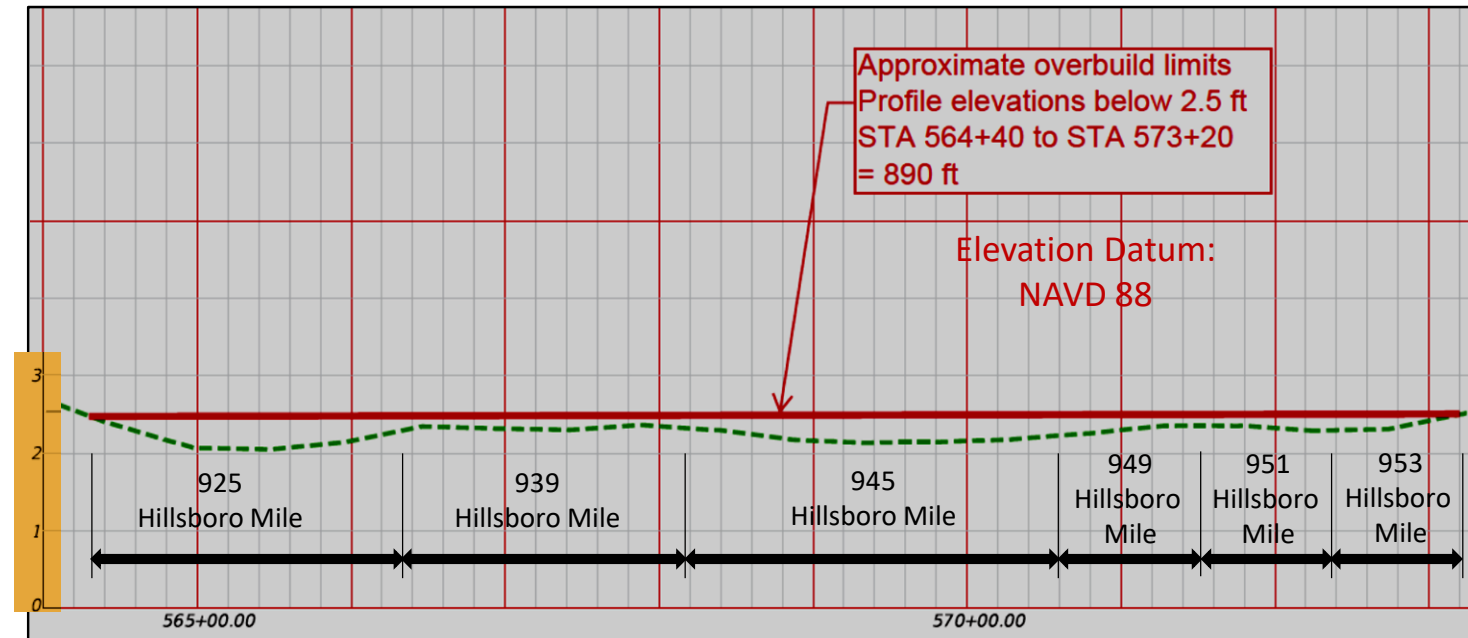


LOW GRADE SEGMENTS



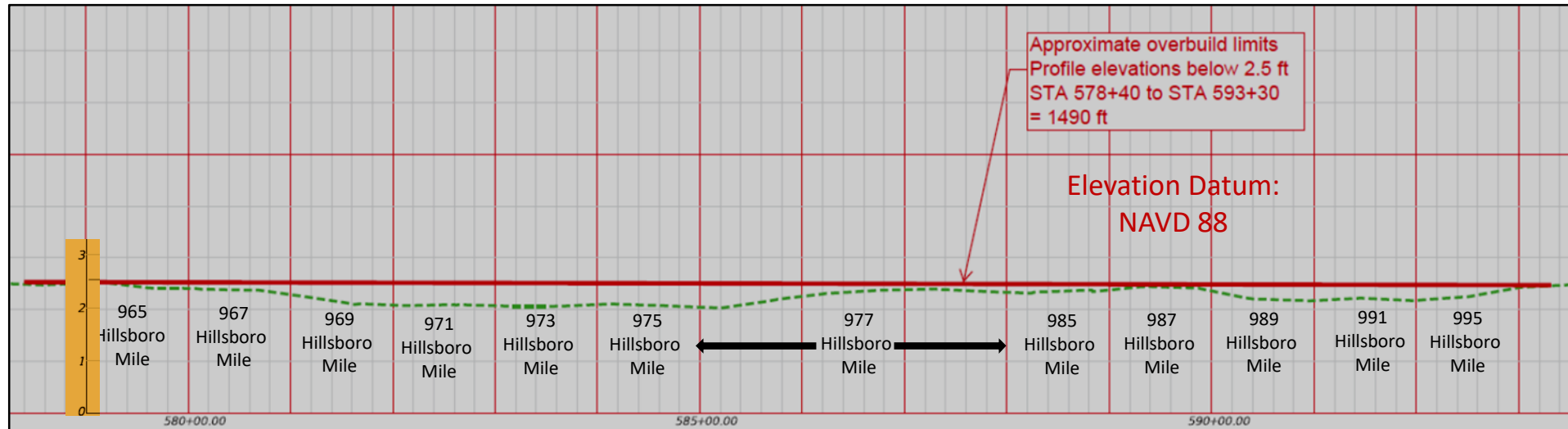
From 935 Hillsboro Mile to 1021 Hillsboro Mile (approx.)

LOW GRADE SEGMENTS (from previous Feasibility Study)



ROADWAY PROFILE – LOW AREA IDENTIFIED IN 2017 FDOT STUDY

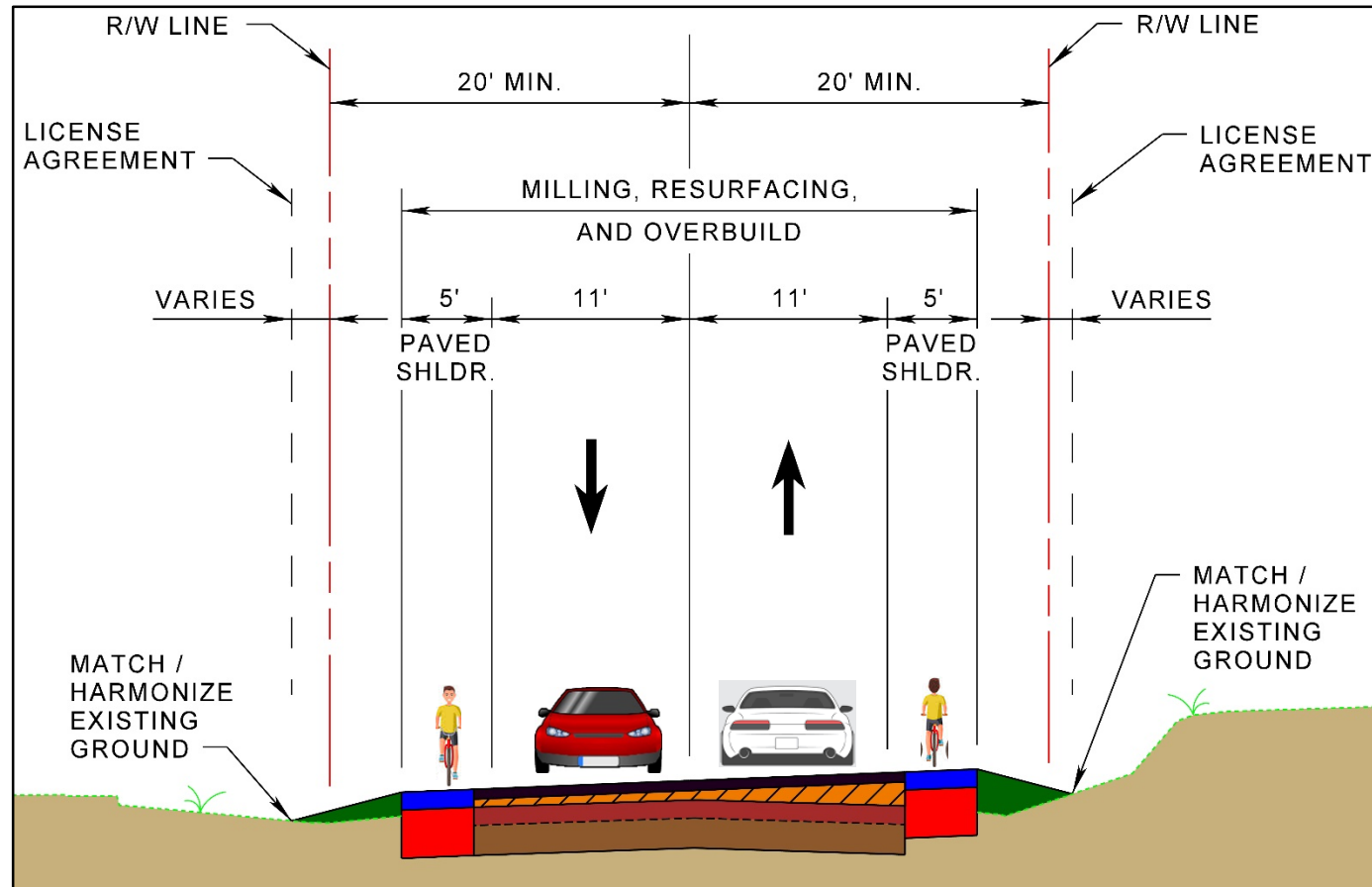
LOW GRADE SEGMENTS (from previous Feasibility Study)



ROADWAY PROFILE – LOW AREA IDENTIFIED IN 2017 FDOT STUDY

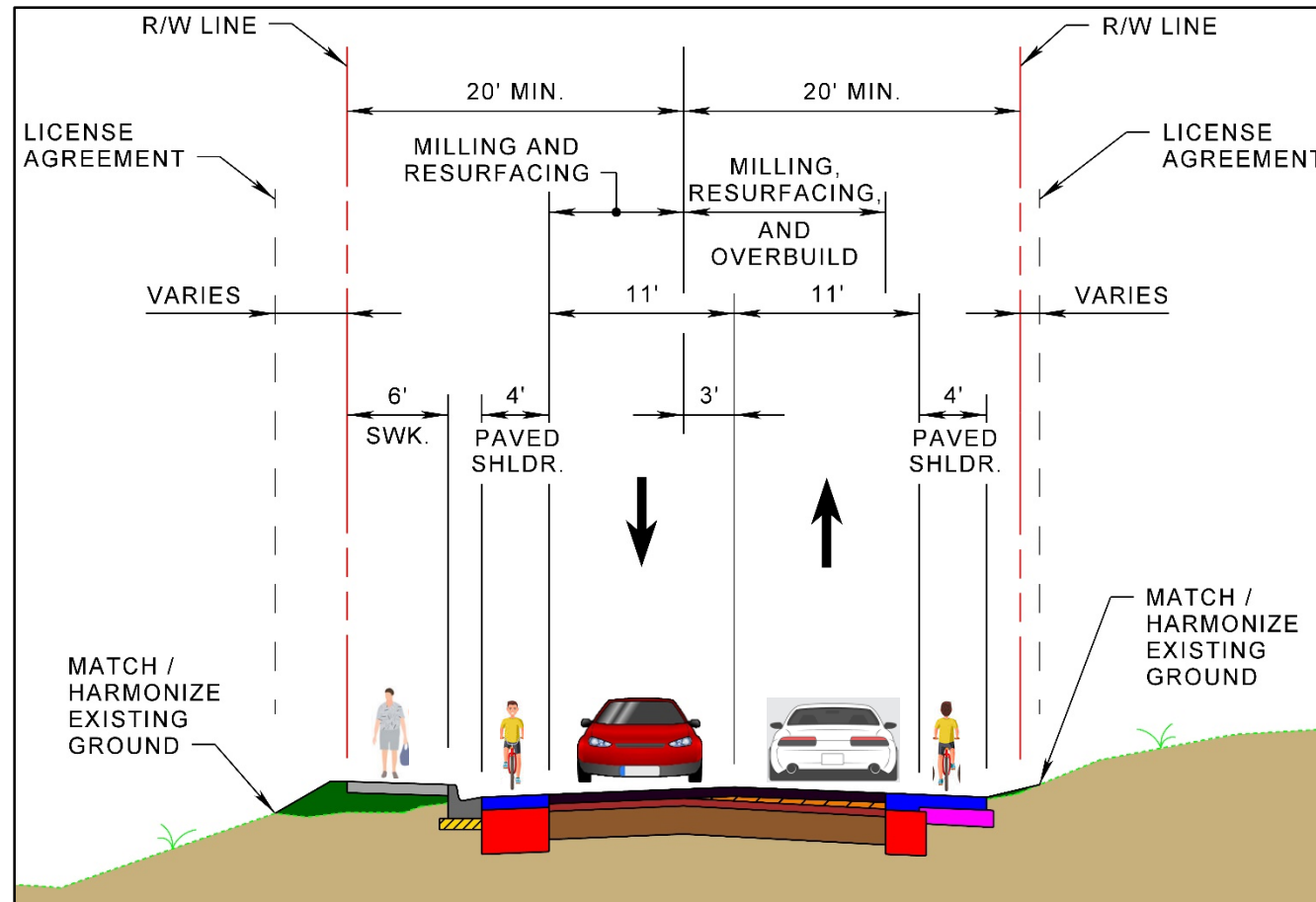
PROPOSED ROAD RAISING SEGMENT

From 935 Hillsboro Mile to 1021 Hillsboro Mile (approx.)



PROPOSED CURB & GUTTER/SWK. (west-side only) SEGMENT

From Le Baron Condo to SE 10th Street



LICENSE AGREEMENT (LA)

- ☐ Proposed roadway (lanes, shoulders, curb & gutter & sidewalk) to be within existing ROW
- ☐ Purpose of LA is to harmonize/tie into existing features outside road ROW, within private property for the benefit of the property owner
- ☐ LA is a signed agreement between FDOT & property owner allowing temporary access during construction
- ☐ LA need anticipated on both sides of A1A for both road raising and curb & gutter segments



LICENSE AGREEMENT - TIMELINE

- ☐ Identification of Specific LA locations with property addresses – **January 2021**
- ☐ Coordination with the individual property owners – **Starts February 2021**
- ☐ License Agreement Execution – **June 2021**

MID-BLOCK PEDESTRIAN CROSSINGS - Enhancements

☐ Rectangular Rapid Flashing Beacon (RRFB)

- Pedestal w/push button
- Solar-powered
- 3 existing mid-block crossings within Town limits





Florida Department of
TRANSPORTATION
DISTRICT FOUR



Hillsboro
Beach
FLORIDA

THANK YOU



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Ordinance No 2020-07 Amendment to the Town's Code of Ordinance to Prohibit the Discharge of Pollutants Into the Atlantic Ocean or the Intracoastal Waterway (**FIRST READING**)

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 7 ENTITLED "OFFENSES AND MISCELLANEOUS PROVISIONS" BY SPECIFICALLY AMENDING ARTICLE 1 ENTITLED "IN GENERAL" AND CREATING SECTION 7-4 TO BE ENTITLED "DISCHARGE PROHIBITION"; PROHIBITING THE DISCHARGE OF POLLUTANTS INTO THE ATLANTIC OCEAN OR THE INTRACOASTAL WATERWAY; PROVIDING FOR SPECIFIC PROHIBITION; PROVIDING FOR ENFORCEMENT BY THE TOWN MANAGER; PROVIDING FOR ENFORCEMENT ACTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

Agenda Date: November 10, 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. 07 - discharge prohibition (1st Reading)

ORDINANCE NO. 2020-07

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 7 ENTITLED "OFFENSES AND MISCELLANEOUS PROVISIONS" BY SPECIFICALLY AMENDING ARTICLE 1 ENTITLED "IN GENERAL" AND CREATING SECTION 7-4 TO BE ENTITLED "DISCHARGE PROHIBITION"; PROHIBITING THE DISCHARGE OF POLLUTANTS INTO THE ATLANTIC OCEAN OR THE INTRACOASTAL WATERWAY; PROVIDING FOR SPECIFIC PROHIBITION; PROVIDING FOR ENFORCEMENT BY THE TOWN MANAGER; PROVIDING FOR ENFORCEMENT ACTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Hillsboro Beach is uniquely located on a barrier island flanked by both the Atlantic Ocean and Intracoastal Waterway respectively; and

WHEREAS, the Town of Hillsboro Beach recognizes the importance of maintaining the balance of nature on the barrier island as well as protecting the integrity of the Atlantic Ocean and the Intracoastal Waterway both of which contribute significantly to the quality of life enjoyed by the residents of Hillsboro Beach; and

WHEREAS, the Town Commission of the Town of Hillsboro Beach finds and determines that it is in the best interest of the Town of Hillsboro Beach to prohibit the discharge of any pollutants and natural vegetation into both the Atlantic Ocean and Intracoastal Waterway from the residential properties located within the Town.

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

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

Section 2. Chapter 7 entitled "Offenses and Miscellaneous Provisions" of the Code of Ordinances is hereby amended by specifically amending Article 1 entitled "In General" and specifically by creating Section 7-4 which shall read as follows:

1 **Sec. 7-4. Discharge Prohibition.**

- 2
- 3 a) **Pollution of Waters.** No person or entity shall throw or otherwise place or
4 cause to be discharged into the Atlantic Ocean or the Intracoastal Waterway
5 or allow for any drains flowing or discharging into either body of water any
6 substance, matter or thing including but not limited to trash, yard waste, grass
7 clippings and branches, liquid or solid, which will or may result in the pollution
8 of either body of water.
- 9
- 10 b) **Specific prohibitions.** Any discharge to a drainage system located within the
11 Town which contains any sewage, industrial waste or other waste materials,
12 or containing any materials in violation of federal, state, county, municipal, or
13 other laws, rules, regulations, orders or permits, is prohibited.
- 14
- 15 c) **Administrative order.** The Town Manager is hereby authorized to issue an
16 order to any person or entity to immediately cease any discharge, or any
17 connection to a drainage system, determined by the Town Manager to be in
18 violation of any provision of this chapter.
- 19
- 20 d) **Enforcement actions.** The Town Manager is authorized to take all actions
21 necessary, including code enforcement procedures and the filing of court
22 actions, to require and enforce compliance with the provisions of this chapter.
- 23
- 24

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

28

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

31

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

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1 **Section 6.** This Ordinance shall be effective fifteen (15) days after its passage and
2 adoption by the Town Commission of the Town of Hillsboro Beach.
3

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

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

7
8
9
10 By: _____
11 Deborah L. Tarrant, Mayor

12 ATTEST:

13
14 By: _____
15 Sherry D. Henderson, CMC Town Clerk
16

17
18
19 APPROVED AS TO FORM:

20
21 _____
22 Donald J. Doody, Town Attorney



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. 2020-66 Ratifying the Subaward Agreement Between Broward County and The Town of Hillsboro Beach for CARES Act Funding.

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

Agenda Date: November 10, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Agenda Item - CARES Act
 2. CARES Act Funding Agreement (TOHB & Broward County)
 3. RESOLUTION



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: Approval of the CARES Act Funding Agreement between Broward County and the Town of Hillsboro Beach
Submitting Dept.: Finance Department
Agenda Date: November 10, 2020

1. BACKGROUND/HISTORY-

As part of the Coronavirus Aid, Relief and Economic Security Act "CARES Act" signed on March 27, 2020, Broward County received \$340,744,702 in relief funding from the State. The County has agreed to provide a portion of the funding to each municipality in accordance with the County's One Broward Funding Plan (Exhibit G of the Agreement). The funding allocated to the Town of Hillsboro Beach is \$229,791.77.

2. CURRENT ACTIVITY-

In order to qualify for reimbursement, each municipality is required to identify the proposed spending categories, allocated amounts, intended use of funds, and project timelines. The chart on the next page summarizes the information which will be submitted on the Town's behalf.

3. FINANCIAL IMPACT-

The Town is eligible to receive reimbursements for COVID related expenses up to the amount allocated per the interlocal agreement. December 10, 2020 is the project completion date.

4. RECOMMENDATION-

Staff recommends that the Town Commission approve the CARES Act Funding Agreement between the County and the Town of Hillsboro Beach, and authorizes the City Manager to execute amendments to the agreement if needed.

Attachments:

- 1) CARES Act Funding Agreement with Broward County & Town of Hillsboro Beach



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
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CARES ACT - TOWN OF HILLSBORO BEACH FUNDING ALLOCATION SUMMARY		
Category	Use of Funds	Allocated Amount
PPE EXPENSES	Safety glasses, shields, masks, gloves, partitions, temperature scanners, HEPA filter fans, employee health screening- (COVID Testing)	\$16,971.97
CLEANING/ DISINFECTION	Cleanser, disinfectants, hand towels, wipes, contracted cleaning service, necessary signage	\$13,758.33
PUBLIC INFO	Public information/awareness campaign (developed by collaboration of County and municipal PIOs and Ems)	\$16,327.35
PUBLIC SAFETY PAYROLL	<u>Police</u> : Payroll costs for COVID related activities. Includes food events, check points, entertainment, business checks, E.O enforcement, beach patrols, testing sites, park monitoring.	\$102,462.99
FACILITATE COMPLIANCE	Facilitate teleworking efforts: laptops, additional servers, virtual Commission meetings and software. Also used for reimbursement for documented paid sick and paid family and medical leave to employee.	\$8,485.98
RESIDENTIAL ASSISTANCE	Funds are designated back to the County to administer	\$48,982.04
SMALL BUSINESS ASSISTANCE	Funds are designated back to the County to administer	\$11,017.18
NON-ENTITLEMENT CITIES	Funds are designated back to the County to administer	\$11,785.93
	TOTAL	\$229,791.77

SUBAWARD AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF HILLSBORO BEACH FOR CARES ACT FUNDING

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and the Town of Hillsboro Beach, a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security ("CARES") Act was signed into law, providing over \$2 trillion in economic relief to assist with the impact of the COVID-19 pandemic, \$8.3 billion of which was allocated to the State of Florida.

B. Based on its population, County qualified for a direct payment allocation and received \$340,744,702 in funding from the Department of the Treasury under the Coronavirus Relief Funds program, Catalog of Federal Domestic Assistance ("CFDA") No. 21.019.

C. County's municipalities have proposed that the County allocate a portion of the funds it received pursuant to the CARES Act to the County's municipalities and County has agreed to make available a portion of the funds it received from the CARES Act to the County's municipalities based on the CARES for One Broward Funding Plan attached hereto as Exhibit G.

D. County wishes to subaward a portion of the funds it received from the CARES Act to Municipality as provided in this Agreement.

E. Municipality is a sub-recipient as defined under 2 CFR § 200.93; and has been identified as an eligible local government that has incurred costs due to the COVID-19 public health emergency that are eligible for reimbursement under the Coronavirus Relief Fund Program, CFDA No. 21.019.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Board** means the Board of County Commissioners of Broward County, Florida.

1.2. **CARES Act** means Section 601 of the Social Security Act (42 U.S.C. et seq.), as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-138), and all rules and regulations relating thereto, as amended.

1.3. **CARES Funds** means the funding provided to County pursuant to the CARES Act and which is subject to the restrictions and requirements of the CARES Act.

- 1.4. **Contract Administrator** means the County Administrator or such other person designated by the County Administrator in writing.
- 1.5. **Eligible Expenditures** means expenditures that are eligible for reimbursement using CARES Funds, in accordance with the CARES Act as set forth in Exhibit F to this Agreement.
- 1.6. **Project** means each project, activity, service, procurement, or other expenditure that will be implemented by Municipality as described in Exhibit A to this Agreement.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and fully incorporated herein:

Exhibit A	Schedule of Projects
Exhibit B	Budget
Exhibit C	Project Timelines
Exhibit D	Request for Payment Documentation Requirements
Exhibit E	Federal Provisions
Exhibit F	Eligible Expenditures
Exhibit G	CARES for One Broward Funding Plan

ARTICLE 3. TERM AND TIME OF PERFORMANCE

- 3.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end on December 30, 2020 ("Initial Term"), unless earlier terminated pursuant to the terms of this Agreement.
- 3.2. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of CARES Funds in accordance with Chapter 129, Florida Statutes.
- 3.3. Time of the Essence. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality's performance of its duties, obligations, and responsibilities under this Agreement.

ARTICLE 4. PROJECT

- 4.1. CARES Funds. Municipality shall implement the Projects stated in Exhibit A attached hereto, as may be amended from time to time. Unless otherwise stated in Exhibit A, a Project shall not be eligible for any funding under this Agreement unless all of the Project's elements are Eligible Expenditures. Municipality certifies that each expenditure for the Project that is funded with CARES Funds is an Eligible Expenditure, and covenants that each such expenditure will at all times be an Eligible Expenditure.
- 4.2. Amendments to Projects. At any time prior to November 1, 2020, Municipality may request modifications to the Schedule of Projects (Exhibit A) and corresponding changes to the

Budget (Exhibit B) and the Project Timelines (Exhibit C), including to add, remove, or modify Project(s) and/or modify the scope, budget, or timeline of Project(s). Municipality shall request any modification to the Schedule of Projects by submitting for County's review a written request to County that includes proposed amended exhibits incorporating the modification requests. Municipality shall provide any supporting documentation reasonably requested by County to facilitate a determination of whether the Projects, as modified, consist of Eligible Expenditures. If County determines that the Projects, as modified, consist of Eligible Expenditures, and the associated modifications to the Budget and the Project Timelines are approved in writing by the County Administrator, the Contract Administrator may approve such amended exhibits by written notice to Municipality and, upon such written notice, such amended exhibits shall be automatically incorporated herein and shall replace the corresponding exhibits. In addition, the Parties may amend this Agreement to incorporate the approved modifications, and the County Administrator is authorized to execute any such amendment on behalf of County.

4.3. Project Timeline. Municipality must comply with the Project Timelines set forth in Exhibit C for each Project, which Project Timelines shall not extend past the deadline for expenditures stated in Section 5.5. If Municipality fails to meet any of the deadlines for a Project set forth in Exhibit C by thirty (30) days or more, upon written notice by the Contract Administrator and effective as of the date of such written notice, the Project will become ineligible for CARES Funds under this Agreement, the Project shall be deemed to be automatically removed from this Agreement without the need for a formal amendment, and County shall have no further obligation to fund the Project. The County Administrator is authorized to reallocate the CARES Funds to other Projects or to other purposes including to other County projects or to projects by other municipalities, as determined in the sole discretion of the County Administrator. The County Administrator's authority to remove and reallocate CARES Funds pursuant to this Section 4.3 shall be in addition to County's right to reallocate CARES Funds pursuant to Section 5.5.

4.4. Monitoring and Reporting. County will carry out periodic subrecipient monitoring and evaluation activities as determined necessary in County's sole discretion or as required by Uniform Grant Guidance, 2 CFR §§ 200.330 through 332. County has the right to conduct a full review of any or all Projects at any time. County's evaluation of a Project may include, but not be limited to, compliance with the terms of this Agreement and comparisons of planned versus actual progress relating to the Project's scheduled expenditures. Upon County's request, Municipality shall promptly furnish to County such records and information requested by County related to a Project. Municipality shall meet with County at reasonable times and with reasonable notice to discuss the Projects.

4.5. Unaudited and Final Financial Reports. On or before January 1, 2021, Municipality must submit a financial report identifying all CARES Funds received under this Agreement ("Unaudited Financial Report"). The Unaudited Financial Report shall contain sufficient information for County to determine if the expenditures conform to this Agreement and are eligible for funding under the CARES Act. The Unaudited Financial Report must include appropriate footnote disclosures in support of the financial information items presented, including disclosure of any

issue of noncompliance with this Agreement or applicable law. Unless Municipality is required to complete an audit under 2 C.F.R. Part 200, on or before July 1, 2021, Municipality must submit an audited financial report identifying all CARES Funds received under this Agreement ("Final Report"). The Final Report must be audited and certified by an independent CPA, at Municipality's expense, and include an opinion as to whether the financial information in the report is presented in accordance with Generally Accepted Accounting Principles. The audit shall contain sufficient information for County to determine if the expenditures conform to this Agreement and are eligible for funding under the CARES Act. The Final Report must include appropriate footnote disclosures in support of the financial information items presented, including disclosure of any issue of noncompliance with this Agreement or applicable law.

ARTICLE 5. FUNDING AND METHOD OF PAYMENT; PROVISIONS RELATING TO THE USE OF CARES ACT FUNDS

5.1. Maximum Funds Payable. The maximum amount payable to Municipality under this Agreement is the Total CARES Funds amount stated in the Budget (Exhibit B). All financial obligations of County under this Agreement are subject to the availability of CARES Funds, as more specifically described herein. No County funds other than CARES Funds shall be due or payable to Municipality under this Agreement. Municipality may designate in Exhibit B a portion of its Total CARES Funds to be retained by County ("Retained Funds") for the purposes of administering the County's residential assistance or small business and nonprofit support programs for the benefit of residents, businesses, or nonprofits located in Municipality. Any Retained Funds shall be used by County for the County program designated by City in Exhibit B and shall not be available to be paid to Municipality under this Agreement.

5.2. Invoicing.

5.2.1. Monthly Expenditures. No later than ten (10) calendar days after the end of each month during the Term (except the month of December), Municipality shall request payment from County for all Eligible Expenditures in accordance with Exhibit B that were incurred by Municipality during the prior month by furnishing to County a request for payment in the form approved by the Contract Administrator and supporting documentation as provided in Exhibit D (collectively, "Request for Payment"), including a certification by the chief administrative officer and the chief financial officer of Municipality, or such other persons designated by Municipality with authority to act in similar capacities, that all funds received and utilized to date under this Agreement were utilized only for Eligible Expenditures. Following receipt of a Request for Payment, County shall review the Request for Payment to determine whether the Request for Payment complies with the terms of this Agreement. If a Request for Payment includes subcontractor expenses, whether paid by Municipality on a "lump sum" or other basis, such expenses must be included in the Request for Payment with no markup and stated in the actual amount paid by Municipality. County may, in its discretion, deny a Request

for Payment to Municipality if Municipality fails to comply with this section or provide any of the documentation set forth in Exhibit D.

5.2.2. Expenditures Prior to the Effective Date. For Eligible Expenditures incurred prior to the Effective Date, Municipality shall submit a Request for Payment no later than twenty (20) calendar days after the Effective Date.

5.2.3. Expenditures During the Month of December. For any Eligible Expenditures incurred during the month of December 2020, Municipality shall submit a Request for Payment no later than December 10, 2020.

5.3. Payment; Deadline to Request Payment. If Municipality is in compliance with the terms of this Agreement, including the procedures for Requests for Payment set forth in this article, County shall, within thirty (30) days of receipt of a Request for Payment, reimburse Municipality (subject to all terms and conditions of this Agreement) in accordance with Exhibit B for Project expenses that are determined by County to be Eligible Expenditures, unless a suspension of payment as provided for in Section 5.6 has occurred. Municipality shall not be entitled to reimbursement for any Requests for Payment received by County after December 10, 2020.

5.4. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to ensure utilization of CARES Funds in accordance with this Agreement, applicable law, and the CARES Act. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of this Agreement; County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance is cured to the reasonable satisfaction of Contract Administrator, provided that at such time Municipality is in full compliance with all other material terms and conditions of the Agreement.

5.5. Deadline for Expenditures. Municipality shall not submit Requests for Payment, and shall not be reimbursed, for any expenditures incurred after December 10, 2020. If after December 10, 2020, any CARES Funds allocated to Municipality under this Agreement have not been previously requested by Municipality pursuant to a Request for Payment ("Remaining Funds"), County shall be relieved of any further financial obligation to Municipality for the Remaining Funds and the County Administrator may reallocate the Remaining Funds to another municipality or Eligible Expenditure (including eligible expenditures by County).

5.6. Suspension of Payment. County may suspend payment, in whole or in part, to Municipality under this Agreement upon the occurrence of any of the following events: (a) ineligible use by Municipality of CARES Funds under this Agreement or the CARES Act; (b) Municipality's failure to comply with terms of this Agreement; (c) failure to submit reports as required by this Agreement; (d) submission of incorrect or incomplete reports or Requests for Payment in any material respect; or (e) Municipality's failure to comply with the indemnification obligations under this Agreement. If County elects to suspend payment to Municipality pursuant to this section, County shall provide written notice to Municipality specifying the actions that

must be taken by Municipality as a condition precedent to resumption of payments and specifying a reasonable date by which Municipality must take such actions. If County determines that the specified actions were taken by Municipality by the date set forth in the notice, County shall resume payments under this Agreement.

5.7. Recoupment. Municipality shall be required to repay to County any CARES Funds determined by County, in County's reasonable discretion, to be ineligible for reimbursement under the CARES Act, or determined by the U.S. Department of Treasury to be ineligible use(s) of CARES Funds. Municipality shall also be required to repay to County (a) any CARES Funds overpaid to Municipality by County; (b) any CARES Funds expended by Municipality, or any of its subcontractors, in violation of this Agreement; or (c) any CARES Funds County is required to refund that were paid to Municipality under this Agreement or proceeds from or interest on such amounts, including proceeds from sales or disposals of assets purchased by Municipality using CARES Funds and interest received by Municipality on CARES Funds held in interest-bearing accounts, if applicable. Municipality shall repay any amounts required to be repaid to County under this Agreement from nonfederal sources within thirty (30) days after written notice is provided by County. If such amounts are not timely repaid, County may, in its sole discretion, withhold payment on any pending or subsequent Requests for Payment by Municipality, or offset Municipality's obligation to repay County under this Agreement by applying it as a credit against any other funds (except ad valorem tax revenues derived from the Municipality's voter-approved debt service millage) owed by County to Municipality under this or any other agreement or any other payment obligation. Municipality agrees that the repayment obligations under this section shall apply regardless of whether CARES Funds were believed or determined by County to be eligible for reimbursement to Municipality prior to the occurrence of the event triggering the repayment obligation hereunder. Municipality waives any present or future defense, counterclaim, or setoff, regardless of the basis, known or unknown, that Municipality may have to any action by County in enforcing the repayment obligation set forth in this section.

5.8. Security. In addition to County's rights under this Agreement, and notwithstanding any distribution requirement otherwise provided in Florida law, the Florida Administrative Code, the Florida Department of Revenue's rules and procedures, or any other law, rule, regulation or procedure, if Municipality fails to repay County as required in Section 5.7, Municipality authorizes County to withhold from any revenues, including taxes (except ad valorem tax revenues derived from the Municipality's voter-approved debt service millage) and fees, that County collects on behalf of Municipality an amount equal to the amount owed by Municipality, which shall be held in a separate account as security until Municipality repays to County all sums owed pursuant to this Agreement.

ARTICLE 6. MUNICIPALITY COVENANTS

6.1. CARES Funds Eligibility Criteria. Municipality acknowledges and agrees that the CARES Act provides that CARES Funds may only be utilized to cover expenses that (a) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (b) were not accounted for in Municipality's budget most recently

approved as of March 27, 2020; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. Municipality further acknowledges and agrees that CARES Funds may not be used to fill shortfalls in government revenue or to cover expenditures that would not otherwise qualify as eligible expenses under the CARES Act. Municipality warrants and represents that Municipality will only request, receive, or accept CARES Funds under this Agreement for Eligible Expenditures that comply with all of these requirements and limitations and all requirements and limitations of the CARES Act, including as such may be amended.

6.2. Use of CARES Funds. Municipality represents and agrees that the funding provided by County to Municipality under this Agreement will be utilized by Municipality only for the Projects, each of which is an Eligible Expenditure as permitted under the CARES Act, as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B and the Project Timelines set forth in Exhibit C.

6.3. Proceeds. Municipality shall not sell or otherwise dispose of any assets acquired using CARES Funds in exchange for compensation (monetary or in-kind). If Municipality sells or otherwise disposes of any assets acquired using CARES Funds in exchange for compensation of any kind prior to December 30, 2020, Municipality shall transfer the proceeds from any such sale or disposal, if any, to County, or pay County the cash equivalent of the in-kind value, promptly, but no later than fifteen (15) business days after receipt by Municipality of such proceeds.

6.4. Grants or Loans. Any refund or repayment of a grant or loan, in whole or in part, made by Municipality to any recipient or borrower using CARES Funds must be transferred to County promptly, but no later than fifteen (15) business days after receipt by Municipality of the repayment from the recipient or borrower of the grant or loan.

6.5. Interest. If any CARES Funds are prepaid directly to Municipality, any interest earned or other investment proceeds received by Municipality on such CARES Funds, including by deposit in an interest bearing account, shall be used only for Eligible Expenditures for the Projects, and if unspent on December 30, 2020, must be transferred by Municipality to County promptly, but no later than fifteen (15) business days after receipt by Municipality of the interest or proceeds.

6.6. No Independent Funding Obligation. Municipality acknowledges and agrees that County is not obligated by the CARES Act or any other law, rule, or regulation to provide any CARES Funds to Municipality, that County voluntarily has elected to distribute a portion of CARES Funds to Municipality, and that County's obligation to provide CARES Funds to Municipality shall be limited to the CARES Funds as set forth in Exhibit B and subject to the terms and conditions of this Agreement.

ARTICLE 7. INDEMNIFICATION

To the extent authorized by Section 768.28, Florida Statutes, Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys'

fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. AUDITING

8.1. Audit Rights. In addition to the federal audit requirements of Section 8.4, County shall have the right to audit the books, records, and accounts of Municipality and any subcontractors (collectively, "Audited Entities") providing goods or services for which funding or reimbursement is sought under this Agreement (the "Contract Records"). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this Agreement may include, but are not limited to, on-site visits by County staff, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

8.2. Retention of Records. Audited Entities shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make same available in written form at no cost to County.

Contract Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance relating to the Projects. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance relating to the Projects of any of the Audited Entities.

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Projects or this Agreement for at least five (5) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). The Projects and all expenditures relating to the Projects shall be subject to County's review, critique, and analysis for the duration of the Project.

8.3. Audit Results. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made by Municipality to County within thirty (30) days after presentation of County's findings to Municipality.

8.4. Audit Requirements. Municipality shall comply with the requirements, standards, and the applicable provisions set forth in the Single Audit Act (31 U.S.C. Sections 7501-7507) and the related provisions of 2 C.F.R. Part 200 (Uniform Guidance), including 2 C.F.R. Part 200.303, 2 C.F.R. Part 200.330 through 332, and Subpart F, Audit Requirements. Municipality shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, Section 215.97, Florida Statutes, applicable Rules of the Department of Financial Services, and Chapters 10.550 (local government entities) or Chapter 10.650 (nonprofit and for profit organizations), Rules of the Auditor General, State of Florida, as applicable. Copies of the reporting package required under 2 C.F.R. Part 200 must be filed with County the earlier of thirty (30) calendar days after receipt of the Auditor's Report(s), or nine (9) months after the end of the audit period. All CARES Funds provided by County must be shown via explicit disclosure in Municipality's annual financial statements or the accompanying notes to the financial statements.

8.5. Municipality shall comply with all requirements of the U.S. Department of Treasury Office of Inspector General, including the requirement to register with [SAM.gov](https://sam.gov).

ARTICLE 9. TERMINATION

9.1. County's obligations under this Agreement are subject to the availability of CARES Funds. If CARES Funds become unavailable, County may terminate this Agreement upon written notice to Municipality no less than three (3) days prior to the effective termination date stated in the notice. This Agreement may also be terminated by the Board upon fifteen (15) days' prior written notice to Municipality if the Board determines that the emergency circumstances of the COVID-19 crisis require that the CARES Funds be otherwise allocated. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

9.2. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach.

9.3. This Agreement may be terminated for cause by County for reasons including, but not limited to any of the following:

9.3.1. Repeated submission by Municipality (whether negligent or intentional) for payment of false or incorrect Requests for Payment;

9.3.2. Fraud, misrepresentation, or material misstatement in the performance of this Agreement by Municipality or its subcontractor(s);

9.3.3. Municipality's failure to comply with applicable federal, state, or local law or regulations; or

9.3.4. Municipality's utilization of the CARES Funds provided under this Agreement in a manner that violates applicable law, the CARES Act, or for uses or purposes other than the Projects.

9.4. This Agreement may be terminated for convenience by either Party, which termination date shall be not less than thirty (30) days after the date of such written notice.

9.5. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.6. If this Agreement is terminated for any reason, County may, in County's reasonable discretion, reimburse Municipality upon receipt of a Request for Payment in accordance with the terms of this Agreement for documented and committed Eligible Expenditures related to a Project incurred by Municipality prior to the date of Municipality's receipt of the written notice of termination. For purposes of this Agreement, documented and committed Eligible Expenditures related to a Project means any verifiable expense that has already been incurred by Municipality and cannot be recovered, including, but not limited to a purchase order for payment of materials and supplies, executed by Municipality or subcontractor on Municipality's behalf, for a Project under this Agreement. Notwithstanding the above, Municipality shall not expend, or commit to expend, any funds for Eligible Expenditures related to a Project after written notice of termination is provided by Municipality to County or received by Municipality from County. Any payment by County pursuant to this section is subject to all applicable provisions of this Agreement, including the sections surviving termination of this Agreement as set forth in Section 11.22. In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity, all such remedies being cumulative.

ARTICLE 10. INSURANCE

10.1. Municipality is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

10.2. Upon request by County, Municipality must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If Municipality holds any excess liability coverage, Municipality must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

10.3. If Municipality maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and noncontributory basis. County's insurance requirements shall apply to Municipality's self-insurance.

10.4. If Municipality contracts with a subcontractor to provide any of the services for a Project, Municipality shall require that each subcontractor procure and maintain insurance coverage that adequately covers each subcontractor's exposure based on the services provided by that subcontractor. Municipality must ensure that all such subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. Municipality shall not permit any subcontractor to provide services for a Project until the insurance requirements of the subcontractor under this section are met. If requested by County, Municipality shall furnish evidence of insurance of all such subcontractors.

10.5. County reserves the right, but not the responsibility, to periodically review any and all insurance policies.

ARTICLE 11. MISCELLANEOUS

11.1. Nondiscrimination. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Municipality shall include the foregoing or similar language in its contracts with subcontractors for goods or services that constitute Eligible Expenditures.

11.2. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of this Agreement. Any determination by the Contract Administrator that this Agreement authorizes the Contract Administrator to make shall be binding on the Parties. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement.

11.3. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with same. At the request of County, Municipality shall, in accordance with applicable law, respond to any request for public records received by County relating to the Project. Any other public records request shall be responded to by the receiving party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Municipality must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality. Municipality shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.4. Independent Contractor. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or between County and any Subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

11.5. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or Municipality, nor shall anything included herein be construed as consent by County or Municipality to be sued by third parties in any matter arising out of this Agreement. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their respective employees pursuant to Section 768.28, Florida Statutes.

11.6. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.7. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for

notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County
Attn: County Administrator
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email [address: bhenry@broward.org](mailto:bhenry@broward.org)

With a copy to:

Broward County
Attn: County Attorney
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email [address: ameyers@broward.org](mailto:ameyers@broward.org) and aashton@broward.org

FOR MUNICIPALITY:

Town of Hillsboro Beach
Mac Serda
Town Manager
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062
Email address: mserda@tohb.us

11.8. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section (unless County subsequently consents thereto in writing) shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.9. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's or Municipality's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.10. Compliance with Laws. Municipality must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. Municipality hereby accepts and shall comply with the additional terms for federally funded contracts set forth in Exhibit E, to the extent applicable, and shall include such applicable federal provisions in any contracts with Subcontractors.

11.11. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, that execution of this Agreement is within each Party's legal powers, and that each individual executing this Agreement is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

11.12. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.13. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.14. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. To be effective, any approval under this Agreement made by or on behalf of County must be in writing.

11.15. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect unless otherwise expressly stated herein.

11.16. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or

United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH OF MUNICIPALITY AND COUNTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.17. Amendments. Except as expressly authorized herein, no modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Municipality.

11.18. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.19. Payable Interest

11.19.1. Payment of Interest. County shall not be liable to pay any interest to Municipality for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Municipality waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.19.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.20. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.21. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.22. Survivability. Notwithstanding any expiration or termination of this Agreement, the following provisions shall survive expiration and termination: Section 4.5 (Final Financial Report); Section 5.5 (Deadline for Expenditures); Section 5.7 (Recoupment); Section 5.8 (Security); Article 6 (Municipality Covenants); Article 7 (Indemnification); Article 8 (Auditing); Section 11.3 (Public Records); Section 11.5 (Sovereign Immunity); Section 11.6 (Third-Party Beneficiaries); Section

11.16 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.19 (Payable Interest); and this Section 11.22 (Survivability).

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:
BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its
County Administrator, authorized to execute same by Board action on the 25th day of August,
2020 (Item #87), and Municipality, signing by and through its _____ duly
authorized to execute same.

COUNTY

WITNESS:

(Signature)

(Print Name of Witness)

(Signature)

(Print Name of Witness)

BROWARD COUNTY, by and through
its County Administrator

By _____
County Administrator

_____ day of _____, 2020

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

By _____
Alicia C. Lobeiras (Date)
Assistant County Attorney

By Annika E. Ashton
(Date) Deputy County
Attorney

Draft Municipal CARES ILA
09/28/2020
#524671v21
RDH/AEA/ACL

**SUBAWARD AGREEMENT BETWEEN BROWARD COUNTY
AND THE TOWN OF HILLSBORO BEACH FOR CARES ACT FUNDING**

MUNICIPALITY

ATTEST:

TOWN OF HILLSBORO BEACH

Town Clerk

By:

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved
this Agreement as to form and legal
sufficiency subject to execution by the parties:

Town Attorney

EXHIBIT A
SCHEDULE OF PROJECTS

Category	Project Description
PPE EXPENSES	1. Reimbursement of PPE (includes testing kits etc.) Purchases for City Employees 2. Purchase PPE equipment for City Employees through County program
CLEANING/ DISINFECTION	1. Reimbursement of Sanitation of City Facilities: Contracted Cleaning Services, Supplies; signage; test kits etc.
PUBLIC INFO	1. Public information campaign and related expenses apportioned by the committee regarding COVID-19 safety. 2. Documentation of expenses related to campaign that fall outside of the main program and reimbursement from the County.
PUBLIC SAFETY PAYROLL	1. Police costs for Covid-related activities (up to and including food events, checkpoints, entertainment district patrols, business checks, E.O. enforcement, beach patrols/closures, testing sites, park monitoring). 2. Health care worker costs for testing for COVID within City.
FACILITATE COMPLIANCE	1. Purchase of laptops to facilitate remote work to minimize number of employees in building to facilitate social distancing. 2. Establish networking system to allow remote work to minimize number of employees in building to facilitate social distancing. 3. Purchase additional licenses for productivity software for employees working remotely to minimize number of employees in building to facilitate social distancing.
RESIDENTIAL ASSISTANCE	The Town of Hillsboro Beach has agreed to designate this section back to Broward County to administer.
SMALL BUSINESS ASSISTANCE	The Town of Hillsboro Beach has agreed to designate this section back to Broward County to administer.
NON- ENTITLEMENT CITIES	The Town of Hillsboro Beach has agreed to designate this section back to Broward County to administer.

EXHIBIT B
Total CARES Funds: Town of Hillsboro Beach \$229,791.77

Project	Use of Funds	Allocated Amount
PPE EXPENSES	Safety glasses/goggles, face shields, face masks, partitions/physical barriers, gloves, gowns, sneeze screens, hand sanitizer, coveralls, gowns, head and hair covers, shoe covers, thermometers/temperature scanners, employee health screenings (i.e. COVID testing), HEPA filter fans,	\$16,971.97
CLEANING/ DISINFECTION	All purpose cleaners, disinfectants, paper/hand towels, wipes, contracted cleaning services, electrostatic cleaning services/products, necessary signage	\$13,758.33
PUBLIC INFO	Public information/awareness campaign (developed by collaboration of County and municipal PIOs and EMs)	\$16,327.35
PUBLIC SAFETY PAYROLL	<u>Police:</u> Payroll costs for Covid-related activities (up to and including food events, checkpoints, entertainment district patrols, business checks, E.O. enforcement, beach patrols/closures, testing sites, park monitoring).	\$102,462.99
FACILITATE COMPLIANCE	Facilitate teleworking efforts: laptops, additional servers, additional network, VPN licenses, associated hardware, new firewalls, additional licenses for firewalls, cybersecurity costs, additional closed captioning for virtual Commission meetings, virtual meeting software, remote user support, headsets, camera for computer, computer cords, and other associated accessories. Funds may also be utilized to reimburse for documented paid sick and paid family and medical leave to employees.	\$8,485.98
RESIDENTIAL ASSISTANCE	The allocated amount is designated back to Broward County to administer.	\$48,982.04
SMALL BUSINESS ASSISTANCE	The allocated amount is designated back to Broward County to administer.	\$11,017.18
NON- ENTITLEMENT CITIES	The allocated amount is designated back to Broward County to administer.	\$11,785.93

**EXHIBIT C
PROJECT TIMELINES**

Program	Start	Completion
PPE EXPENSES	March 1, 2020	December 10, 2020
CLEANING/ DISINFECTION	March 1, 2020	December 10, 2020
PUBLIC INFO	March 1, 2020	December 10, 2020
PUBLIC SAFETY PAYROLL	March 1, 2020	December 10, 2020
FACILITATE COMPLIANCE	March 1, 2020	December 10, 2020

EXHIBIT D
REQUEST FOR PAYMENT DOCUMENTATION REQUIREMENTS

Required Documentation

Municipality shall submit the documentation itemized below (“Required Documentation”) with each invoice for CARES Funds.

Required Documentation includes:

1. Completed Request for Payment in the form approved by the Contract Administrator;
2. A certification in accordance with Section 5.2 that all funds received and utilized to date under this Agreement were utilized only for Eligible Expenditures;
3. A certification from Municipality’s administrator or the administrator’s authorized representative that the work, services, or activities, or materials being invoiced have been received or completed;
4. Documentation of costs associated with any Municipality personnel providing any services for the Project, if applicable;
5. An executed copy of each subcontractor contract authorizing work, services, or activities to be performed for the Project, if applicable and not previously submitted to County;
6. A certified copy of the purchase order or other Municipality document authorizing the work, services, activities, or materials for which Municipality is invoicing;
7. A copy of all subcontractor invoices for the Project indicating the work, services, or activities rendered or materials purchased and the dates for same, certified by Municipality’s administrator or manager of the Project, as applicable;
8. Any additional documentation required by any additional provision of Federal Law; and
9. Any additional documentation that may be reasonably requested by Contract Administrator.
10. Approved budget for the expense prior to March 27 and the budget subsequent to approval of the CARES Act, with explanation of the budget was adjusted, or how the requested reimbursements represent substantially different use toward COVID-19 expenses from that anticipated when the budget was adopted.

EXHIBIT E
FEDERAL PROVISIONS

1. Municipality shall comply with the following Federal provisions, if applicable, and shall include such applicable Federal provisions in Municipality's contracts with Subcontractors, including all applicable provisions set forth in 2 C.F.R. Appendix II to Part 200:

a. Municipality agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

b. Municipality shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

c. Municipality agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C until the termination or expiration of this Agreement. Municipality further agrees to include a provision requiring such compliance in its lower tier covered transactions relating to this Agreement. Municipality affirms and verifies that neither Municipality, nor any of its principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905), are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

d. The foregoing subsections are material representations of fact relied upon by County. If it is later determined that Municipality did not comply with 2 C.F.R. Part 180, subpart C or 2 C.F.R. Part 3000, subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including, but not limited to suspension and/or debarment.

e. Municipality shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Among other things, Municipality shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recover materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2. By execution of this Agreement, Municipality certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a

member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. Municipality shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Municipality certifies or affirms the truthfulness and accuracy of each statement of the foregoing certification and disclosure, if any. In addition, Municipality understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

EXHIBIT F
SCHEDULE OF ELIGIBLE EXPENDITURES

A. CATEGORIES OF ELIGIBLE EXPENDITURES:

1. MEDICAL EXPENSES SUCH AS:

- A) COVID-19-RELATED EXPENSES OF PUBLIC HOSPITALS, CLINICS, AND SIMILAR FACILITIES.
- B) EXPENSES OF ESTABLISHING TEMPORARY PUBLIC MEDICAL FACILITIES AND OTHER MEASURES TO INCREASE COVID-19 TREATMENT CAPACITY, INCLUDING RELATED CONSTRUCTION COSTS.
- C) COSTS OF PROVIDING COVID-19 TESTING, INCLUDING SEROLOGICAL TESTING.
- D) EMERGENCY MEDICAL RESPONSE EXPENSES, INCLUDING EMERGENCY MEDICAL TRANSPORTATION, RELATED TO COVID-19.
- E) EXPENSES FOR ESTABLISHING AND OPERATING PUBLIC TELEMEDICINE CAPABILITIES FOR COVID-19- RELATED TREATMENT.

2. PUBLIC HEALTH EXPENSES SUCH AS:

- A) EXPENSES FOR COMMUNICATION AND ENFORCEMENT BY STATE, TERRITORIAL, LOCAL, AND TRIBAL GOVERNMENTS OF PUBLIC HEALTH ORDERS RELATED TO COVID-19.
- B) EXPENSES FOR ACQUISITION AND DISTRIBUTION OF MEDICAL AND PROTECTIVE SUPPLIES, INCLUDING SANITIZING PRODUCTS AND PERSONAL PROTECTIVE EQUIPMENT, FOR MEDICAL PERSONNEL, POLICE OFFICERS, SOCIAL WORKERS, CHILD PROTECTION SERVICES, AND CHILD WELFARE OFFICERS, DIRECT SERVICE PROVIDERS FOR OLDER ADULTS AND INDIVIDUALS WITH DISABILITIES IN COMMUNITY SETTINGS, AND OTHER PUBLIC HEALTH OR SAFETY WORKERS IN CONNECTION WITH THE COVID-19 PUBLIC HEALTH EMERGENCY.
- C) EXPENSES FOR DISINFECTION OF PUBLIC AREAS AND OTHER FACILITIES, E.G., NURSING HOMES, IN RESPONSE TO THE COVID-19 PUBLIC HEALTH EMERGENCY.
- D) EXPENSES FOR TECHNICAL ASSISTANCE TO LOCAL AUTHORITIES OR OTHER ENTITIES ON MITIGATION OF COVID-19-RELATED THREATS TO PUBLIC HEALTH AND SAFETY.
- E) EXPENSES FOR PUBLIC SAFETY MEASURES UNDERTAKEN IN RESPONSE TO COVID-19.

- F) EXPENSES FOR QUARANTINING INDIVIDUALS.
3. PAYROLL EXPENSES FOR PUBLIC SAFETY, PUBLIC HEALTH, HEALTH CARE, HUMAN SERVICES, AND SIMILAR EMPLOYEES WHOSE SERVICES ARE SUBSTANTIALLY DEDICATED TO MITIGATING OR RESPONDING TO THE COVID-19 PUBLIC HEALTH EMERGENCY.
4. EXPENSES OF ACTIONS TO FACILITATE COMPLIANCE WITH COVID-19-RELATED PUBLIC HEALTH MEASURES, SUCH AS:
- A) EXPENSES FOR FOOD DELIVERY TO RESIDENTS, INCLUDING, FOR EXAMPLE, SENIOR CITIZENS AND OTHER VULNERABLE POPULATIONS, TO ENABLE COMPLIANCE WITH COVID-19 PUBLIC HEALTH PRECAUTIONS.
 - B) EXPENSES TO FACILITATE DISTANCE LEARNING, INCLUDING TECHNOLOGICAL IMPROVEMENTS, IN CONNECTION WITH SCHOOL CLOSINGS TO ENABLE COMPLIANCE WITH COVID-19 PRECAUTIONS.
 - C) EXPENSES TO IMPROVE TELEWORK CAPABILITIES FOR PUBLIC EMPLOYEES TO ENABLE COMPLIANCE WITH COVID-19 PUBLIC HEALTH PRECAUTIONS.
 - D) EXPENSES OF PROVIDING PAID SICK AND PAID FAMILY AND MEDICAL LEAVE TO PUBLIC EMPLOYEES TO ENABLE COMPLIANCE WITH COVID-19 PUBLIC HEALTH PRECAUTIONS.
 - E) COVID-19-RELATED EXPENSES OF MAINTAINING STATE PRISONS AND COUNTY JAILS, INCLUDING AS RELATES TO SANITATION AND IMPROVEMENT OF SOCIAL DISTANCING MEASURES, TO ENABLE COMPLIANCE WITH COVID-19 PUBLIC HEALTH PRECAUTIONS.
 - F) EXPENSES FOR CARE FOR HOMELESS POPULATIONS PROVIDED TO MITIGATE COVID-19 EFFECTS AND ENABLE COMPLIANCE WITH COVID-19 PUBLIC HEALTH PRECAUTIONS.
5. EXPENSES ASSOCIATED WITH THE PROVISION OF ECONOMIC SUPPORT IN CONNECTION WITH THE COVID-19 PUBLIC HEALTH EMERGENCY, SUCH AS:
- A) EXPENDITURES RELATED TO THE PROVISION OF GRANTS TO SMALL BUSINESSES TO REIMBURSE THE COSTS OF BUSINESS INTERRUPTION CAUSED BY REQUIRED CLOSURES.
 - B) EXPENDITURES RELATED TO A STATE, TERRITORIAL, LOCAL, OR TRIBAL GOVERNMENT PAYROLL SUPPORT PROGRAM.
 - C) UNEMPLOYMENT INSURANCE COSTS RELATED TO THE COVID-19 PUBLIC HEALTH EMERGENCY IF SUCH COSTS WILL NOT BE REIMBURSED BY THE FEDERAL GOVERNMENT PURSUANT TO THE CARES ACT OR OTHERWISE.

6. ANY OTHER COVID-19-RELATED EXPENSES REASONABLY NECESSARY TO THE FUNCTION OF GOVERNMENT THAT SATISFY THE CARES ACT ELIGIBILITY CRITERIA.

CARES FOR ONE BROWARD

Exhibit G

Last revised: August 24, 2020

CATEGORY/RECOMMENDATION	MUNICIPAL ALLOCATION	DISTRIBUTION FORMULA	ELIGIBLE EXPENSES
Public Health Expenses			
Monitoring Nursing Homes, Assisted Living, and Adult Day Care Facilities (staff time for associated payroll expense)	\$ 5,000,000	Limited allocation for each municipality based on # of qualifying facilities in each municipality	Payroll expenses documented for time spent within AHCA recognized facilities
* PPE expenses for municipal staff through June 30, 2020	\$ 3,000,000	Reimbursed based on actual documented expenditures	<i>Items must be excluded from FY20 Budget</i>
PPE expenses for municipal staff through December 31, 2020 (ordering may occur in collective fashion as to encourage volume pricing - See Exhibit C. Ordering must be completed by October 1, 2020). Costs can include systems utilized for health screening of employees and customers. <i>Allocation to this line item may be adjusted based on total PPE expenses made through June 30, 2020.</i>	\$ 7,000,000	Limited allocation for each municipality based on # of municipal FTEs as of July 1, 2020. BSO-contracted cities shall include assigned FTEs into their municipal FTE counts. Other contracted employees physically located in City facilities shall be included.	Safety glasses/goggles, face shields, face masks, partitions/physical barriers, gloves, hand sanitizer, coveralls, gowns, head and hair covers, shoe covers, thermometers/temperature scanners, employee health screenings (i.e. COVID testing)
Sanitation, disinfection, and cleaning of all municipal buildings and facilities (expenses through June 30, 2020). Costs can include systems utilized for health screening of employees and customers.	\$ 3,000,000	Reimbursed based on actual documented expenditures	<i>Items must be excluded from FY20 Budget</i>
Sanitation, disinfection, and cleaning of all municipal buildings and facilities (expenses through December 31, 2020) (ordering may occur by County to encourage volume pricing by October 1, 2020 - See Exhibit C). <i>Allocation to this line item may be adjusted based on total sanitation/disinfection expenses made through June 30, 2020.</i>	\$ 7,000,000	Limited allocation for each municipality based on total square footage of indoor municipal facilities	All purpose cleaners, disinfectants, paper/hand towels, wipes, contracted cleaning services, electrostatic cleaning services/products, necessary signage
Public information/awareness campaign (developed by collaboration of County and municipal PIOs and EMs)	\$ 5,000,000	Limited allocation for each municipality based on number of residential parcels as determined by BCPA	Eligible expenses will be based on forthcoming City/County Communication Plan (future Exhibit E)
Payroll Expenses			
* Public safety payroll expenses	\$ 30,000,000	Limited allocation for each municipality based on total FTEs of certified Firefighters/Paramedics/EMTs and sworn Police Officers. Municipalities will be allocated a maximum amount which they can choose to apply to Police-only, Fire-only, or Police and Fire expenses as long as they follow the guidelines for eligible expenses.	<i>Police:</i> Payroll costs for Covid-related activities (up to and including food events, checkpoints, entertainment district patrols, business checks, E.O. enforcement, beach patrols/closures, testing sites, park monitoring). <i>Fire:</i> Payroll costs for dispatch code 36 (and/or calls involving Covid patients). Payroll expenses will be reimbursed to municipalities on a per certified firefighter/paramedic/EMT basis based on the percentage of code 36 calls run during that pay period.
Facilitate Compliance Expenses			
Municipal telework and distancing programs (uniform approach to be developed by City/County Information Technology leaders). <i>Eligible items must be excluded from the FY 2020 approved budget.</i> Costs can also include off-site lodging for quarantined first responders.	\$ 5,000,000	Reimbursed based on actual documented expenditures up to a limited allocation for each municipality based on # of municipal FTEs as of July 1, 2020. Contracted employees may qualify as long as they are utilizing City equipment.	<i>Items must be excluded from FY20 budget and facilitate teleworking efforts:</i> laptops, additional servers, additional network, VPN licenses, associated hardware, new firewalls, additional licenses for firewalls, cybersecurity costs, additional closed captioning for virtual Commission meetings, virtual meeting software, remote user support, headsets, camera for computer, computer cords, and other associated accessories. Funds may also be utilized to reimburse municipalities for documented paid sick and paid family and medical leave to employees.
Economic Support Expenses			
Non-entitlement cities share of CARES CDBG program costs	\$ 5,000,000	Limited allocation for each non-entitlement municipality based on CDBG prescribed formula	Economic Response Program includes both County program(s) and separate municipal-established program(s). County will furnish to municipalities County Program details. Intent is for municipal-established programs to complement County programs. Municipalities must present their specific programs to County officials prior to launch.
Economic Response Program designed to provide two program opportunities: -Residential assistance for rent/mortgage and homeless assistance (needs based program to complement County program) -Small business and non-profit assistance (needs based program to complement County program)	\$ 32,300,000	Approx. \$15 million for small business assistance based on number of commercial (non-residential) parcels Approx. \$15 million allocated for residential assistance based on number of residential parcels Approx. \$2.3 million for reimbursing actual expenses (i.e. non-public safety payroll and supplies) for community events such as feeding and PPE giveaways.	Please see Exhibit B for eligible expenses for Municipal Program(s)
	\$ 102,300,000	30% of \$341M	

Any funds not expended from the public health, payroll, or facilitate compliance categories may be reallocated by each municipality to cover eligible expenditures within other categories.

* Conversations are ongoing between BCCMA/BLOC and BSO as to the data collection for BSO-contract cities. To be defined in forthcoming Exhibit D

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

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk



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. 2020-67 Consideration to Approve & Authorize the Use of Law Enforcement Trust Funds for Police Department; use of \$5,000 of Law Enforcement Trust Funds for Tactical Vests and Use of \$2,500 Law Enforcement Trust Funds for Wall Charger for Radios.

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

Agenda Date: November 10, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. Law Enforcement Trust Fund Request - \$7500
2. 67 - Law Enf. Trust Funds Expenditure



TOWN OF HILLSBORO BEACH



Jay Szesnat, Chief of Police
jszesnat@townofhillsborobeach.com

To: Mac Serda, Town Manager

From: Jay Szesnat, Chief of Police

Subject: Law Enforcement Trust Fund (LETf) Request

Date: October 20, 2020

I respectfully request the placement of the following appropriation totaling the amount of \$7,500 from the Law Enforcement Trust Fund account on the agenda for the Town's Commission meeting held on November 3rd, 2020. As Chief of Police, I certify that to the best of my knowledge, the items requested below are in compliance with applicable Federal Guidelines, regarding the disposition of lien, seized and forfeited property.

1. Tactical Vests.....\$ 5000

This request will reallocate partial funding from an earlier request related to AXON Body Cameras (Resolution No. 2020-42 adopted 7/7/2020), toward the new project of the tactical vests. With price reductions within the AXON cameras, we currently have the funds available from the earlier allocation that will be unused. A tactical vest is a vest where officers can attach different items in a more secure fashion, to include these body cameras. We will also be purchasing additions to these vests, like tourniquets and personal protective equipment pouches.

2. Wall Charger for Radios.....\$ 2,500

This is a new request for forfeiture funds to be used for the new radio chargers.

Federal LETF Status Report (as of 10/20/2020)

Cash Balance as of 10/20/2020 \$ 56,416

Total Request Amount for new LETF funds: \$2,500

Amount available after this request: **\$ 53,916**

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RESOLUTION NO. 2020-67

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE EXPENDITURE OF LAW ENFORCEMENT TRUST FUNDS IN THE AMOUNT OF \$7,500.00 TO PURCHASE TACTICAL VESTS AND A WALL CHARGER FOR RADIOS FOR THE POLICE DEPARTMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve the use of a total amount \$7,500.00 of Law Enforcement Trust Funds.

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 acknowledges and accepts the certification of Chief of Police Jay Szesnat that the funds totaling \$7,500.00 from the Law Enforcement Trust Funds will be utilized to purchase Tactical Vets and a Wall Charger for radios.

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.

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

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TOWN OF HILLSBORO BEACH, FLORIDA

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Deborah L. Tarrant, Mayor

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12 ATTEST:

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Sherry D. Henderson, CMC

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Town Clerk



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Resolution No. 2020-68 Consideration to Approve and Accept \$99,135.00 from FEMA for a Beach Erosion Mitigation Feasibility Study Related to Loss Associated from Hurricane Dorian.

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

Agenda Date: November 10, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. FEMA - Hazard Mitigation Proposal
2. RESOLUTION

HAZARD MITIGATION PROPOSAL (HMP)

DISASTER	APPLICANT	Project #	FIPS NO.	CATEGORY
DR - 4468 FL	Town of Hillsboro Beach	130748	011-30850-00	G

SCOPE OF WORK:**Damage Inventory #366999**

Address: Atlantic Coast of Broward County, Hillsboro Beach, Florida - **GPS:** Start 26.30528, -80.07658; End 26.29099, -80.07804

(I) Damages Description & Dimensions (DDD):

During the incident period, Hurricane Dorian generated storm surge and wave action that caused the loss of 64,030 CY of sand along the beach and dune erosion between Florida Department of Environmental Protection (FDEP) markers R-6+750 and R-12+450. There were also 3 floating buoys that broke free and floated away due to Hurricane Dorian.

Project Worksheet (PW) total cost of damage elements for DI 366999 = \$4,337,876.00

(II) Hazard Mitigation Proposal (HMP) Scope of Work:

To reduce or minimize damage in a future similar event, the Applicant proposes performing a feasibility study to determine the appropriate mitigation alternative to implement in the project area. The feasibility study shall gather and review existing data for the project area and for adjacent coastal systems (from Boca Inlet to Hillsboro Inlet); analyze the shoreline and volumetric changes for the project area and for adjacent coastal systems; conduct an alternatives analysis for potential mitigation options, and evaluate the effectiveness of those options through numerical modeling of shoreline response during storm events; develop the conceptual mitigation design, and report study findings, recommended mitigation, and next steps for implementation.

Costs provided by the MOFFAT & NICHOL, Inc. Reference attachment labeled 2020-10-16 Hillsboro Beach Feasibility Study_V2.

Feasibility Study Estimated Cost = \$99,135.00

Net mitigation cost for DI 366999 = \$99,135.00

(III) Hazard Mitigation Ratio (HMR):

HMR = (Total Hazard Mitigation Cost/PW Total Cost of Damage Elements) X 100

HMR = (\$99,135.00/\$4,337,876.00) X 100 = 2.29%

(IV) HMP Feasibility and Cost-Effectiveness:

The Hazard Mitigation Proposal for DI 366999 is deemed cost effective in accordance with the 15% Rule allowed by the FEMA PA Program and Policy Guide.

(V) Compliances and Assurances:

If this HMP is approved and the mitigation is not performed, the Applicant must apply for a change in the Scope of Work and de-obligation of the HMP funding. Failure to complete the work of the HMP may limit future FEMA funding of repairs at the site, in the event that another declared disaster results in similar damage. This HMP is for estimating purposes only. If the site's final placement and configuration are different than the preliminary estimate, the Applicant should submit a Change in Scope Request. This HMP is subject to further review prior to award. The Applicant is responsible for obtaining all applicable permits.

ESTIMATE OF WORK

ITEM	CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
1	0909	Total Mitigation Cost For This Project	1.00	LS	\$99,135.00	\$99,135.00
Total In-Kind Repair/Replacement Cost of Damaged Element(s)		\$4,337,876.00	Total HMP			\$99,135.00
HMP Cost Effectiveness (% of Total Eligible Cost)		2.29%				
Eligibility		15% Rule				
TECHNICAL SPECIALIST FOR MITIGATION (SIGNATURE)			Agency		Date	
Joseph Adorno Rosado			FEMA		10/19/20	
RECOMMENDED BY (SIGNATURE)			TITLE		Date	
CONCURRENCE BY STATE INSPECTOR			Agency		Date	
CONCURRENCE BY APPLICANT			Agency		Date	

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

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7 TOWN OF HILLSBORO BEACH, FLORIDA

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12 Deborah L. Tarrant, Mayor

13 ATTEST:

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16 Sherry D. Henderson, CMC
17 Town Clerk



TOWN OF HILLSBORO BEACH

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Agenda Item Cover Memo

Agenda Item: Resolution No. 2020-69 Consideration to Authorize Proper Town Officials to Execute Amendment to Agreement Work Order No. 3 (Oct. 29, 2020) and Accept the Proposal from Moffat & Nichol, Inc. Relative to Conducting A Feasibility Study for the Town, Part of Hurricane Dorian Public Assistance Request.

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

Agenda Date: November 10, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. Moffatt & Nichol- Perform Feasibility Study
2. RESOLUTION

October 29, 2020

Town of Hillsboro Beach

Attn: Mr. Mac Serda
1210 Hillsboro Mile
Hillsboro Mile, Florida 33062

Subject: FEMA MITIGATION CONSULTING SERVICES RELATIVE TO THE HILLSBORO BEACH NOURISHMENT PROJECT, HILLSBORO BEACH, BROWARD COUNTY, FLORIDA

Dear Mr. Serda:

Pursuant to our recent discussions, Moffatt & Nichol (M&N) is pleased to present this proposal for continued consulting services relative to the Hillsboro Beach Nourishment (Project). Additional services have been requested by the Town of Hillsboro Beach (Town) to conduct a Feasibility Study (Study) as part of the Hurricane Dorian Public Assistance Request.

In September 2019, Hillsboro Beach lost approximately 64,030 cubic yards of beach sand, due to Hurricane Dorian, as outlined in the Coastal Engineering Letter by M&N dated April 15, 2020. In an effort to reduce future damages from Hurricane events, the Town would like to conduct a feasibility study to define, evaluate, and recommend mitigation measures to protect the beach and coastal infrastructure.

The following work tasks, numbered sequentially from our previous addendum, outline the scope of services to be provided by M&N for the Town (Client):

EXHIBIT "A" – SCOPE OF SERVICES

The feasibility study shall evaluate and provide potential recommendations for ongoing and future management initiatives of the beaches and coastal infrastructure protection. Moffatt & Nichol is currently the coastal engineer for the Town and recently designed, permitted, and oversaw construction efforts for the 2020 beach nourishment project. The scope of this effort would be a task order with the Town under the current contract, which was selected through the CCNA process.

This scope of work includes the following elements, separated and defined by tasks:

- Part 10 - Existing Data Review
- Part 11 - Analytical Shoreline & Volumetric Change Analysis
- Part 12 - Mitigation Alternatives Analysis & Modeling

- Part 13 - Conceptual Design of Recommended Alternative & Reporting

Part 10 – Existing Data Review

The Study will review and summarize the existing relevant, publicly available data for the project over the last 10 years. The existing, available data sets that shall be reviewed, include:

- Aerial Imagery;
- Bathymetric survey data, to include review of data from the entire stretch of beach between Boca Raton Inlet and Hillsboro Inlet, including flood and ebb shoal systems, inlet channels, and adjacent beaches;
- Beach profiles and shoreline position data;
- CADD and GIS files related to the project area;
- Dredging records for beach nourishment and channel maintenance (Boca Inlet and Hillsboro Inlet);
- Previous studies and reports relative to the project; and
- Sediment grain size and environmental resource data.

The study shall compile and review scientific, technical, and policy-related literature relevant to the study area. M&N will summarize the data collected and provide a qualitative review of the morphologic history of the beach, including the adjacent shoreline and inlet response to natural coastal processes, including previous beach nourishments and coastal management initiatives.

Part 11 – Analytical Shoreline & Volumetric Change Analysis

During the Study, the Engineer will analyze the historical shoreline positions and beach volumetric changes between R-6+750 and R-12+500 (extent of Project area). This shall be accomplished by using the Beach Morphology Analysis Package (BMAP) tool of the Coastal Engineering Design & Analysis System, developed by the US Army Corps of Engineers (USACE).

In addition to the Project shoreline, the volumetric change analysis will include a desktop analysis of volume changes with respect to the shoreline's sediment budget. The analyzed shoreline changes/positions, beach volumetric changes and the volumetric changes from Boca Inlet to Hillsboro Inlet will provide a qualitative, holistic approach at reviewing the volumetric changes reported by others and provide considerations for the shoreline's sediment budget. The analytical analysis will include plan view drawings and profile analyses to visually show the migration trends experienced.

Based on the results of this Task, M&N will update the current Beach Management Plan.

Part 12 – Mitigation Alternatives Analysis & Modeling

Based on the historical data, metocean conditions, and volumetric change analyses, the Engineer shall conduct an alternatives analysis to evaluate and recommend the appropriate coastal solution for the Project. The alternatives analysis will include alternatives, such as No Action, implementation of soft engineered solutions (dune installation/beach restoration), and/or implementation of hard

engineered solutions (coastal structures). The scenario's will be evaluated based on the state, County, and Town priorities and management goals, including environmental concerns. This mitigation analysis will be wholistic in nature, and shall evaluate the shoreline from Boca Raton Inlet to Hillsboro Inlet) to identify opportunities to mitigate sand loss.

These alternatives shall be analyzed for feasibility using the SBEACH modeling program developed by USACE SBEACH is a numerical simulation model for predicting beach, berm, and dune erosion due to storm waves and water levels. It shall be used to determine feasibility of proposed beach fill alternatives under storm conditions and to compare the performance of different beach fill cross-sectional designs.

As part of the mitigation alternatives analysis, the Engineer shall also conduct a resiliency analysis that will summarize and recommend guidance on Sea Level Rise (SLR) and coastal hazards with respect to the current Town and County ordinance. Recommendations to assess the vulnerability to coastal hazards and to adapt mitigation strategies for the recommended concept design. This analysis will provide recommendations on mitigation measures outside of design, such as annual beach maintenance activities, preparatory actions before a storm event, and recommended recovery after a storm event.

Part 13 – Conceptual Design of Recommended Alternative and Reporting

After review of Parts 10-12 by the Town and FEMA, M&N shall develop the conceptual (~10%) design of the recommended alternative. This conceptual design to be used for planning and budgeting will include preliminary engineering design of the beach, shoreline protection, and/or coastal structures. M&N shall provide an order of magnitude cost estimate and preliminary schedule and shall consider potential construction methods and permitting requirements. The conceptual design will be used to budget the proposed alternative and begin initial discussions with permitting agencies.

The findings and recommendations of the study shall be reported in a Feasibility Report that will summarize the results of Parts 10-12, provide the recommended concept design, and outline the next steps for implementation.

In summary, the Town would like to pursue a mitigation project to help prevent damages from future storm events. As part of this effort, the Town is requesting FEMA assistance for a feasibility study to determine the appropriate mitigation alternative to implement in the Project area. The feasibility study shall:

- Gather and review existing data for the Project area and for adjacent coastal systems (from Boca Inlet to Hillsboro Inlet);
- Analyze the shoreline and volumetric changes for the Project area and for adjacent coastal systems;
- Conduct an alternatives analysis for potential mitigation options, and evaluate the

effectiveness of those options through numerical modelling of shoreline response during storm events;

- Develop the conceptual mitigation design, after review of the alternatives analysis with the Town and FEMA, and report the study findings, recommended mitigation, and next steps for implementation.

GENERAL

The services will be provided as additional services to the Professional Services Agreement and is valid to be executed for sixty (60) days. While we make every effort to keep our fees within estimates quoted, additional costs may be incurred due to circumstances beyond our immediate control, including but not limited to, rule or procedural changes, Project team or agency staff delays, and legal actions.

Professional Fees

Professional Fees are summarized in Table 1.

If you wish for us to provide these services, please sign and return a copy of the enclosed agreement for additional services to us which will serve as our Authorization to Proceed. Should have any questions regarding this proposal, please do not hesitate to contact me at (786) 725-4180 or tblankenship@moffattnichol.com.

Sincerely,
Moffatt & Nichol, Inc.



T.K. Blankenship, P.E.
Business Unit Leader

Table 1 Professional Fees

Part	Description	Type	Fee
10	Existing Data Review	Lump Sum	\$14,870.00
11	Analytical Shoreline & Volumetric Change Analysis	Lump Sum	\$29,355.00
12	Mitigation Alternatives Analysis & Modeling	Lump Sum	\$29,055.00
13	Conceptual Design of Recommended Alternative and Reporting	Lump Sum	\$21,270.00
14	Meeting with Agencies/FEMA	Time & Materials, Estimated at	\$4,585.00
	TOTAL FEE ESTIMATE		\$99,135.00

AMENDMENT TO AGREEMENT

WORK ORDER NO. 3

Project Name: Hillsboro Beach Nourishment Monitoring

Project No.: 9225-02

The parties agree that the Master Services AGREEMENT, dated October 1, 2019, between Town of Hillsboro Beach and Moffatt & Nichol for services on the above-named Project are incorporated herein by reference and shall control the work authorized hereunder. The contract terms below, together with the Master Services Agreement referred to above and attachments thereto shall form the provisions of the entire agreement.

1.0 SERVICES

M&N will conduct a Feasibility Study for the Town as part of the Hurricane Dorian Public Assistance Request, as per the proposal letter dated October 29, 2020

2.0 CHARGES OR PAYMENTS

M&N will invoice the Client each month on a percent complete basis for lump sum tasks and on an hourly basis for hourly tasks in accordance with the attached "Exhibit A" Scope of Services. Reimbursable expenses will be invoiced at cost.

3.0 OTHER AMENDMENTS

Amendment 1

Except as expressly amended herein, all provisions contained in the aforementioned Agreement and its Amendments shall remain in full force and effect and are hereby incorporated herein by this reference.

MOFFATT & NICHOL

Town of Hillsboro Beach

By: _____

By: _____

Name: T.K. Blankenship, P.E.

Name: Deborah Tarrant

Title: Business Unit Leader

Title: Mayor

Date: _____

Date: _____

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

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

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

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

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC Town Clerk



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. 2020-70 Consideration to Approve and Authorize Submittal of the Vendor Automated Clearing House (ACH) Payment Enrollment Form, Allowing Vendors the Ability to Receive Payments via Electronic Transfer.

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

Agenda Date: November 10, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. Agenda item - Vendor ACHs_
2. ACH - Enrollment form
3. RESOLUTION



Agenda Item Cover Memo

Agenda Item: Vendor ACH Payment Policy
Submitting Dept.: Finance Department
Agenda Date: June 2, 2020

BACKGROUND / HISTORY

The Finance Department is recommending that the Town offer vendors the ability to receive payments via electronic transfers ("ACHs"). Below are the advantages of allowing this payment method:

- ACH payments eliminate the need for paper checks, envelopes and postage.
- Prevents checks from being lost in the mail or compromised.
- ACH payments are quicker and more reliable than paper checks.
- More environmentally friendly.

The following policy would be implemented by the finance department in order to begin processing ACHs.

ACH Policy

- Vendors must complete an ACH Payment Enrollment Form in order to receive payments via ACH.
- Account Payable will be processing ACH's payments at a minimum of twice a month, unless deemed an emergency.
- The Town Manager will approve all ACH payments prior to the initiation of the transfer.
- Payments will be uploaded to the Bank via an encrypted website.
- Payment registers will be emailed to the Town Manager and Treasurer after each ACH batch is processed.

FINANCIAL IMPACT – The Town would be able to reduce the postage costs associated with mailing checks to vendors.

RECOMMENDATION - Staff recommends the Commission authorize staff to utilize electronic ACHs as a payment method for vendors.



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
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Vendor ACH Payment Enrollment Form

The Town of Hillsboro Beach offers the option of receiving payments via Electronic Funds Transfer (EFT) to our vendors. Payments will be electronically deposited into your company's designated bank account through ACH (Automated Clearing House). If you wish to have your payments sent via EFT, please complete the attached enrollment form.

Signing up for Vendor ACH payments provide many benefits for our vendors:

Faster Payments

- } ACH payments can be credited to your account in less than three business days. Payments made through the U.S. Postal Service can take seven to ten days.
- } Banks do not hold ACH payments like they do checks. Your funds are available as soon as the ACH payment is credited to your account.

Fewer Hassles

- } ACH payments eliminate the need for paper checks and envelopes as well as the fuel and energy used to prepare and deliver checks.
- } Your ACH payment cannot be lost in the mail or sent to an outdated address.
- } You will save time by not traveling to the bank or waiting in lines to deposit your check.

If you have any questions about Vendor ACH payments, please feel free to contact our Accounts Payable team at 954-603-0033 ext. 40518.



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Vendor ACH Payment Enrollment Form

This form is used for Automated Clearing House (ACH) payments to provide payment related information to your financial institution. You must check with your financial institution to confirm that funds have been deposited.

VENDOR INFORMATION (Remit Address)

☐ New Request

☐ Change

VENDOR NAME:			TAXPAYER ID (Required)	
ADDRESS	CITY	STATE	ZIP	
ACCOUNTING CONTACT NAME		TELEPHONE NUMBER		
EMAIL ADDRESS (PRINT CLEARLY)				

FINANCIAL INSTITUTION INFORMATION

BANK NAME				
ADDRESS		CITY	STATE	ZIP
ACCOUNT NAME		ACH ROUTING NUMBER (9 Digit)		ACCOUNT NUMBER
ACCOUNT TYPE ☐ CHECKING ☐ SAVINGS				
PAYMODE ID (If Applicable)				

Certification:

I certify I am responsible for notifying any changes to the Information provided above to the Town of Hillsboro Beach. I certify that I agree to immediately return any erroneous payments that may occur as a result of payment via ACH.

I certify the Information provided on this form is true and correct, and that I, as an authorized representative for the above-named company, hereby authorize the Town of Hillsboro Beach to electronically deposit payments to the designated bank account.

Authorized Official Name: _____

Signature

Title

Date

Send this form to:

OR: Form may be emailed to:

Town of Hillsboro Beach
Attn: Accounts Payable – ACH Enrollment
210 N. University Drive, Suite 702
Coral Springs Florida 33071

Sally.chalkley@inframark.com

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

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
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Agenda Item Cover Memo

Agenda Item: Resolution No. 2020-71 Consideration to Approve and Authorize Proper Town Officials to Execute Renewal Agreement with United Healthcare for Employee 2021 Health Insurance Benefits.

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

Agenda Date: November 10, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. THB Calculations 2021
 2. UHC Renewal (2021)
 3. 71- United health insurance renewal 2021



Town of Hillsboro Beach

Effective January 1, 2021- December 31, 2021

		Current		Renewal									
		UHC		UHC		Humana HMO		Blue Options PPO		AvMed POS		Cigna POS Level Funding	
		OV \$10, \$40/\$80 IH \$2k/\$4k-80/20 RX \$20/\$65/\$100/\$200 OOP: \$5k/\$10k		OV \$25/\$50, IH \$2k/\$4k-20% RX \$10/35/70 OOP: \$6/12k		OV \$30/\$60, IH \$2k/\$5k-20% \$10/\$40/\$75/25% OOP \$6.5k/\$13k		OV \$25/\$55, IH \$2k/\$4k-100% \$15/\$75/\$150/\$300 OOP \$6.25k/\$12k		OV \$20/40; IH \$1k/\$2k RX \$3/\$9/\$20/\$50/\$50% OOP \$3.5k/\$7k		OV \$10/ \$40 IH \$2k/\$4k-80/20 RX \$20/\$65/\$100/\$200 OOP: \$5k/\$10k	
Ft Lauderdale													
E only	8	\$	821.15	\$	792.63	\$	739.72	\$	864.38	\$	764.79	\$	767.31
E & Spouse	1	\$	1,642.30	\$	1,595.26	\$	1,479.44	\$	1,728.76	\$	1,529.58	\$	1,514.63
E & Child(ren)	7	\$	1,519.13	\$	1,475.62	\$	1,368.48	\$	1,599.10	\$	1,414.86	\$	1,401.04
Family	10	\$	2,340.28	\$	2,273.25	\$	2,108.20	\$	2,643.48	\$	2,179.65	\$	2,158.34
	26	\$	724.35										
26													

Monthly Premium	\$	42,248.21	\$	40,998.14	\$	38,058.56	\$	46,272.30	\$	39,348.42	\$	39,043.79
Annual Premium	\$	506,978.52	\$	491,977.68	\$	456,702.72	\$	555,267.60	\$	472,181.04	\$	468,525.48
Annual Differen	\$		\$	(15,000.84)	\$	(50,275.80)	\$	48,289.08	\$	(34,797.48)	\$	(38,453.04)
Annual Differen	%			-2.96%		-9.92%		9.52%		-7.07%		-8.42%

DTQ
Aetna



ER Strategy
 100% 100%
 100% 60% Dependent Portion

UHC Current Plan Year 2020

Town of Hillsboro

UHC 2020									Employer/Employee/ Total			
Type	Coverage	Monthly Premium	ER Contribution	Employee Monthly Contribution	2019 EE Bi weekly	HSA Contribution	FSA Contribution	TOTAL Employer Subsidy	Current Emp Count	Annual ER Cost	EMPLOYEE Annual Cost	Annual Total Cost
Grandfathered \$2k/\$4k-20%; \$10/\$80; Max out of pocket \$5k\$10k RX \$20/65/100/200												
HMO	E	\$ 821.15	\$ 821.15	\$ -	\$ -		\$ -	\$ 821.15	0	\$ -	\$ -	\$ -
HMO	ES	\$ 1,642.30	\$ 1,642.30	\$ -	\$ -		\$ -	\$ 1,642.30	1	\$ 19,707.60	\$ -	\$ 19,707.60
HMO	ECH	\$ 1,519.13	\$ 1,519.13	\$ -	\$ -		\$ -	\$ 1,519.13	2	\$ 36,459.12	\$ -	\$ 36,459.12
HMO	F	\$ 2,340.28	\$ 2,340.28	\$ -	\$ -		\$ -	\$ 2,340.28	8	\$ 224,666.88	\$ -	\$ 224,666.88
Non Grandfathered \$2k/\$4k-20%; \$10/\$80; Max out of pocket \$5k\$10k RX \$20/65/100/200												
HMO	E	\$ 821.15	\$ 821.15	\$ -	\$ -		\$ -	\$ 821.15	8	\$ 78,830.40	\$ -	\$ 78,830.40
HMO	ES	\$ 1,642.30	\$ 1,313.84	\$ 328.46	\$ 151.60		\$ -	\$ 1,313.84	0	\$ -	\$ -	\$ -
HMO	ECH	\$ 1,519.13	\$ 1,239.94	\$ 279.19	\$ 128.86		\$ -	\$ 1,239.94	6	\$ 89,275.54	\$ 20,101.82	\$ 109,377.36
HMO	F	\$ 2,340.28	\$ 1,732.63	\$ 607.65	\$ 280.45		\$ -	\$ 1,732.63	1	\$ 20,791.54	\$ 7,291.82	\$ 28,083.36
									26	\$ 469,731.07	\$ 27,393.65	\$ 497,124.72

	Employer	Employee	Total
2020	\$ 469,731.07	\$ 27,393.65	\$ 497,124.72



ER Strategy
 100% 100%
 100% 60% Dependent Portion

UHC Renewal 2021

Town of Hillsboro

UHC 2021 Renewal									Employer/Employee/ Total			
Type	Coverage	Monthly Premium	ER Contribution	Employee Monthly Contribution	2021 EE Bi weekly	HSA Contribution	FSA Contribution	TOTAL Employer Subsidy	Current Emp Count	Annual ER Cost	EMPLOYEE Annual Cost	Annual Total Cost
Grandfathered \$2k/\$4k-20%; \$25/\$50; Max out of pocket \$6k\$12k RX \$\$10/\$35/70												
HMO	E	\$ 792.63	\$ 792.63	\$ -	\$ -		\$ -	\$ 792.63	0	\$ -	\$ -	\$ -
HMO	ES	\$ 1,595.26	\$ 1,595.26	\$ -	\$ -		\$ -	\$ 1,595.26	1	\$ 19,143.12	\$ -	\$ 19,143.12
HMO	ECH	\$ 1,475.62	\$ 1,475.62	\$ -	\$ -		\$ -	\$ 1,475.62	2	\$ 35,414.88	\$ -	\$ 35,414.88
HMO	F	\$ 2,273.25	\$ 2,273.25	\$ -	\$ -		\$ -	\$ 2,273.25	8	\$ 218,232.00	\$ -	\$ 218,232.00
Non Grandfathered \$2k/\$4k-20%; \$25/\$50; Max out of pocket \$6k\$12k RX \$\$10/\$35/70												
HMO	E	\$ 792.63	\$ 792.63	\$ -	\$ -		\$ -	\$ 792.63	8	\$ 76,092.48	\$ -	\$ 76,092.48
HMO	ES	\$ 1,595.26	\$ 1,274.21	\$ 321.05	\$ 148.18		\$ -	\$ 1,274.21	0	\$ -	\$ -	\$ -
HMO	ECH	\$ 1,475.62	\$ 1,202.42	\$ 273.20	\$ 126.09		\$ -	\$ 1,202.42	6	\$ 86,574.53	\$ 19,670.11	\$ 106,244.64
HMO	F	\$ 2,273.25	\$ 1,681.00	\$ 592.25	\$ 273.35		\$ -	\$ 1,681.00	1	\$ 20,172.02	\$ 7,106.98	\$ 27,279.00
									26	\$ 455,629.03	\$ 26,777.09	\$ 482,406.12

	Employer	Employee	Total
2021	\$ 455,629.03	\$ 26,777.09	\$ 482,406.12
2020	\$ 469,731.07	\$ 27,393.65	\$ 497,124.72
\$	\$ (14,102.04)	\$ (616.56)	\$ (14,718.60)
%	-3.00%	-2.25%	-2.96%



ER Strategy
 100%
 100%
 100% 60% Dependent Portion

Cigna

Town of Hillsboro

Cigna 2021									Employer/Employee/ Total			
Type	Coverage	Monthly Premium	ER Contribution	Employee Monthly Contribution	2021 EE Bi weekly	HSA Contribution	FSA Contribution	TOTAL Employer Subsidy	Current Emp Count	Annual ER Cost	EMPLOYEE Annual Cost	Annual Total Cost
Grandfathered - \$2k/4k-80/20; OV \$20/\$40 MOP \$5k/\$10k, RX \$20/65/100/200												
Choice Plus	E	\$ 739.72	\$ 739.72	\$ -	\$ -		\$ -	\$ 739.72	0	\$ -	\$ -	\$ -
Choice Plus	ES	\$ 1,479.44	\$ 1,479.44	\$ -	\$ -		\$ -	\$ 1,479.44	1	\$ 17,753.28	\$ -	\$ 17,753.28
Choice Plus	ECH	\$ 1,368.48	\$ 1,368.48	\$ -	\$ -		\$ -	\$ 1,368.48	2	\$ 32,843.52	\$ -	\$ 32,843.52
Choice Plus	F	\$ 2,108.20	\$ 2,108.20	\$ -	\$ -		\$ -	\$ 2,108.20	8	\$ 202,387.20	\$ -	\$ 202,387.20
Non Grandfathered \$2k/4k-80/20; OV \$20/\$40 MOP \$5k/\$10k, RX \$20/65/100/200												
Choice Plus	E	\$ 739.72	\$ 739.72	\$ -	\$ -		\$ -	\$ 739.72	8	\$ 71,013.12	\$ -	\$ 71,013.12
Choice Plus	ES	\$ 1,479.44	\$ 1,183.55	\$ 295.89	\$ 136.56		\$ -	\$ 1,183.55	0	\$ -	\$ -	\$ -
Choice Plus	ECH	\$ 1,368.48	\$ 1,116.98	\$ 251.50	\$ 116.08		\$ -	\$ 1,116.98	6	\$ 80,422.27	\$ 18,108.29	\$ 98,530.56
Choice Plus	F	\$ 2,108.20	\$ 1,560.81	\$ 547.39	\$ 252.64		\$ -	\$ 1,560.81	1	\$ 18,729.70	\$ 6,568.70	\$ 25,298.40
									26	\$ 423,149.09	\$ 24,676.99	\$ 447,826.08

	Employer	Employee	Total
2021	\$ 423,149.09	\$ 24,676.99	\$ 447,826.08
2020	\$ 469,731.07	\$ 27,393.65	\$ 497,124.72
\$	\$ (46,581.98)	\$ (2,716.66)	\$ (49,298.64)
%	-9.92%	-9.92%	-9.92%



ER Strategy
 100% 100%
 100% 60% Dependent Portion

Humana

Town of Hillsboro

Humaana 2021									Employer/Employee/ Total			
Type	Coverage	Monthly Premium	ER Contribution	Employee Monthly Contribution	2021 EE Bi weekly	HSA Contribution	FSA Contribution	TOTAL Employer Subsidy	Current Emp Count	Annual ER Cost	EMPLOYEE Annual Cost	Annual Total Cost
Grandfathered - \$2k/4k-80/20; OV \$30/60; MOP \$6.3k/\$12k, RX \$10/40/75/25%												
Choice Plus	E	\$ 739.72	\$ 739.72	\$ -	\$ -		\$ -	\$ 739.72	0	\$ -	\$ -	\$ -
Choice Plus	ES	\$ 1,479.44	\$ 1,479.44	\$ -	\$ -		\$ -	\$ 1,479.44	1	\$ 17,753.28	\$ -	\$ 17,753.28
Choice Plus	ECH	\$ 1,368.48	\$ 1,368.48	\$ -	\$ -		\$ -	\$ 1,368.48	2	\$ 32,843.52	\$ -	\$ 32,843.52
Choice Plus	F	\$ 2,108.20	\$ 2,108.20	\$ -	\$ -		\$ -	\$ 2,108.20	8	\$ 202,387.20	\$ -	\$ 202,387.20
Non Grandfathered \$2k/4k-80/20; OV \$30/60; MOP \$6.3k/\$12k, RX \$10/40/75/25%												
Choice Plus	E	\$ 739.72	\$ 739.72	\$ -	\$ -		\$ -	\$ 739.72	8	\$ 71,013.12	\$ -	\$ 71,013.12
Choice Plus	ES	\$ 1,479.44	\$ 1,183.55	\$ 295.89	\$ 136.56		\$ -	\$ 1,183.55	0	\$ -	\$ -	\$ -
Choice Plus	ECH	\$ 1,368.48	\$ 1,116.98	\$ 251.50	\$ 116.08		\$ -	\$ 1,116.98	6	\$ 80,422.27	\$ 18,108.29	\$ 98,530.56
Choice Plus	F	\$ 2,108.20	\$ 1,560.81	\$ 547.39	\$ 252.64		\$ -	\$ 1,560.81	1	\$ 18,729.70	\$ 6,568.70	\$ 25,298.40
									26	\$ 423,149.09	\$ 24,676.99	\$ 447,826.08

	Employer	Employee	Total
2020	\$ 423,149.09	\$ 24,676.99	\$ 447,826.08
2019	\$ 469,731.07	\$ 27,393.65	\$ 497,124.72
\$	\$ (46,581.98)	\$ (2,716.66)	\$ (49,298.64)
%	-9.92%	-9.92%	-9.92%



Abbreviated Benefit Summary

Access
 Calendar Year Deductible
 (Individual/Family)
 Coinsurance
 Out of Pocket Maximum
 (individual/Family)

 Prescription Drug Copay

 Preventative Care
 Clinical/Lab (Not
 preventative)

Primary Care Physician
Specialist

 In-Patient Hospital
 Out-Patient Hospital
 Emergency Room Copay
 Urgent Care Copay

 Lifetime Maximum

UHC		Humana		Cigna	
In-Network	Out of Network	In-Network	Out of Network	In-Network	Out of Network
-2.96%		-9.92%		-8.42%	
No Referral Required		No Referral Required		No Referral Required	
\$2,000/\$4,000	\$6,000/\$12,000	\$2,000/\$4,000		\$2,000/\$4,000	\$5,000/\$10,000
20%	50%	20%		20%	50%
\$6,000/\$12,000	\$12,000/24,000	\$6,500/\$13,000		\$6,000/\$12,000	\$10,000/\$20,000
\$10/\$35/\$70	not covered	\$10/40/75/25%/25%		\$20/\$65/\$100/\$200	not covered
Covered 100%	50% after Deductible	Covered 100%		Covered 100%	50% after Deductible
\$40 copay	50% after Deductible	No charge		\$40 copay	50% after Deductible
\$25	50% after Deductible	\$30		\$10	50% after Deductible
\$50	50% after Deductible	\$60		\$40	50% after Deductible
20% after Deductible	50% after Deductible	20% after Deductible		20% after Deductible	50% after Deductible
20% after Deductible	50% after Deductible	20% after Deductible		20% after Deductible	50% after Deductible
\$500 copay	\$500 copay	\$500 copay		\$500 copay	\$500 copay
\$40 copay	50% after Deductible	\$100 copay		\$40 copay	50% after Deductible
Unlimited		Unlimited		Unlimited	



EBS Advisors
Employee Benefits Solutions

		<i>Current 2020</i>		<i>No change</i>			
		UHC PPO		UHC PPO		Humana PPO	
		\$50/\$150-100/80/50 \$50/\$150-70/50/50 Maximum \$1.5k/\$1k Ortho:N/A		\$50/\$150-100/80/50 \$50/\$150-70/50/50 Maximum \$1.5k/\$1k Ortho:N/A		\$50/\$150-100/80/50 \$50/\$150-70/50/50 Maximum \$2k Ortho:N/A	
PPO						Cigna PPO	
E only	8	\$	31.22	\$	31.22	\$	30.76
E + Spouse	1	\$	62.44	\$	62.44	\$	51.53
E + Child(ren)	7	\$	63.01	\$	63.01	\$	78.45
Family	10	\$	97.14	\$	97.14	\$	109.22
26							
Monthly Premium		\$	1,724.67	\$	1,724.67	\$	1,938.96
Annual Premium		\$	20,696.04	\$	20,696.04	\$	23,267.52
Annual Difference	\$			\$	-	\$	2,571.48
Annual Difference	%			0.00%		12.42%	
						\$	
						(525.72)	
						-2.54%	



ER Strategy
 100% 100%
 0% 60% Dependent Portion

Town of Hillsboro

Dental UHC 2021								
Type	Coverage	Monthly Premium	ER Contribution	Employee Monthly Contribution	2021 EE Bi weekly	HSA Contribution	FSA Contribution	TOTAL Employer Subsidy
Grandfathered								
HMO	E	\$ 31.22	\$ 31.22	\$ -	\$ -			\$ 31.22
HMO	ES	\$ 62.44	\$ 62.44	\$ -	\$ -			\$ 62.44
HMO	ECH	\$ 63.01	\$ 63.01	\$ -	\$ -			\$ 63.01
HMO	F	\$ 97.14	\$ 97.14	\$ -	\$ -			\$ 97.14
Non Grandfathered								
HMO	E	\$ 31.22	\$ 31.22	\$ -	\$ -			\$ 31.22
HMO	ES	\$ 62.44	\$ 49.95	\$ 12.49	\$ 5.76			\$ 49.95
HMO	ECH	\$ 63.01	\$ 50.29	\$ 12.72	\$ 5.87			\$ 50.29
HMO	F	\$ 97.14	\$ 70.77	\$ 26.37	\$ 12.17			\$ 70.77

Employer/Employee/ Total			
Current Emp Count	Annual ER Cost	EMPLOYEE Annual Cost	Annual Total Cost
0	\$ -	\$ -	\$ -
1	\$ 749.28	\$ -	\$ 749.28
2	\$ 1,512.24	\$ -	\$ 1,512.24
8	\$ 9,325.44	\$ -	\$ 9,325.44
8	\$ 2,997.12	\$ -	\$ 2,997.12
0	\$ -	\$ -	\$ -
6	\$ 3,621.17	\$ 915.55	\$ 4,536.72
1	\$ 849.26	\$ 316.42	\$ 1,165.68
26	\$ 19,054.51	\$ 1,231.97	\$ 20,286.48

	Employer	Employee	Total
2021	\$ 19,054.51	\$ 1,231.97	\$ 20,286.48

Total Health Insurance Premium

2021	Health Insurance Premium	\$ 20,286.48
------	--------------------------	--------------



ER Strategy
 100% 100%
 0% 60% Dependent Portion

Town of Hillsboro

Dental Cigna 2021								
Type	Coverage	Monthly Premium	ER Contribution	Employee Monthly Contribution	2021 EE Bi weekly	HSA Contribution	FSA Contribution	TOTAL Employer Subsidy
Grandfathered								
HMO	E	\$ 30.43	\$ 30.43	\$ -	\$ -			\$ 30.43
HMO	ES	\$ 60.85	\$ 60.85	\$ -	\$ -			\$ 60.85
HMO	ECH	\$ 61.41	\$ 61.41	\$ -	\$ -			\$ 61.41
HMO	F	\$ 94.67	\$ 94.67	\$ -	\$ -			\$ 94.67
Non Grandfathered								
HMO	E	\$ 30.43	\$ 30.43	\$ -	\$ -			\$ 30.43
HMO	ES	\$ 60.85	\$ 48.68	\$ 12.17	\$ 5.62			\$ 48.68
HMO	ECH	\$ 61.41	\$ 49.02	\$ 12.39	\$ 5.72			\$ 49.02
HMO	F	\$ 94.67	\$ 68.97	\$ 25.70	\$ 11.86			\$ 68.97

Employer/Employee/ Total			
Current Emp Count	Annual ER Cost	EMPLOYEE Annual Cost	Annual Total Cost
0	\$ -	\$ -	\$ -
1	\$ 730.20	\$ -	\$ 730.20
2	\$ 1,473.84	\$ -	\$ 1,473.84
8	\$ 9,088.32	\$ -	\$ 9,088.32
8	\$ 2,921.28	\$ -	\$ 2,921.28
0	\$ -	\$ -	\$ -
6	\$ 3,529.30	\$ 892.22	\$ 4,421.52
1	\$ 827.69	\$ 308.35	\$ 1,136.04
26	\$ 18,570.62	\$ 1,200.58	\$ 19,771.20

	Employer	Employee	Total
2021	\$ 18,570.62	\$ 1,200.58	\$ 19,771.20

Total Health Insurance Premium

2021	Health Insurance Premium	\$ 19,771.20
------	--------------------------	--------------



ER Strategy
 100% 100%
 0% 60% Dependent Portion

Town of Hillsboro

Dental Humana 2021								
Type	Coverage	Monthly Premium	ER Contribution	Employee Monthly Contribution	2021 EE Bi weekly	HSA Contribution	FSA Contribution	TOTAL Employer Subsidy

Grandfathered

HMO	E	\$ 30.76	\$ 30.76	\$ -	\$ -			\$ 30.76
HMO	ES	\$ 51.53	\$ 51.53	\$ -	\$ -			\$ 51.53
HMO	ECH	\$ 78.45	\$ 78.45	\$ -	\$ -			\$ 78.45
HMO	F	\$ 109.22	\$ 109.22	\$ -	\$ -			\$ 109.22

Non Grandfathered

HMO	E	\$ 30.76	\$ 30.76	\$ -	\$ -			\$ 30.76
HMO	ES	\$ 51.53	\$ 43.22	\$ 8.31	\$ 3.83			\$ 43.22
HMO	ECH	\$ 78.45	\$ 59.37	\$ 19.08	\$ 8.80			\$ 59.37
HMO	F	\$ 109.22	\$ 77.84	\$ 31.38	\$ 14.48			\$ 77.84

Employer/Employee/ Total			
Current Emp Count	Annual ER Cost	EMPLOYEE Annual Cost	Annual Total Cost

0	\$ -	\$ -	\$ -
1	\$ 618.36	\$ -	\$ 618.36
2	\$ 1,882.80	\$ -	\$ 1,882.80
8	\$ 10,485.12	\$ -	\$ 10,485.12

8	\$ 2,952.96	\$ -	\$ 2,952.96
0	\$ -	\$ -	\$ -
6	\$ 4,274.93	\$ 1,373.47	\$ 5,648.40
1	\$ 934.03	\$ 376.61	\$ 1,310.64
26	\$ 21,148.20	\$ 1,750.08	\$ 22,898.28

	Employer	Employee	Total
2021	\$ 21,148.20	\$ 1,750.08	\$ 22,898.28

Total Health Insurance Premium

2021	Health Insurance Premium	\$ 22,898.28
------	--------------------------	--------------



ER Strategy
 100%
 100%
 60% Dependent Portion

Town of Hillsboro

Vison UHC 2021 No Change									Employer/Employee/ Total			
Type	Coverage	Monthly Premium	ER Contribution	Employee Monthly Contribution	2020 EE Bi weekly	HSA Contribution	FSA Contribution	TOTAL Employer Subsidy	Current Emp Count	Annual ER Cost	EMPLOYEE Annual Cost	Annual Total Cost
Grandfathered												
HMO	E	\$ 4.13	\$ 4.13	\$ -	\$ -		\$ -	\$ 4.13	0	\$ -	\$ -	\$ -
HMO	ES	\$ 8.68	\$ 8.68	\$ -	\$ -		\$ -	\$ 8.68	1	\$ 104.16	\$ -	\$ 104.16
HMO	ECH	\$ 10.20	\$ 10.20	\$ -	\$ -		\$ -	\$ 10.20	2	\$ 244.80	\$ -	\$ 244.80
HMO	F	\$ 15.03	\$ 15.03	\$ -	\$ -		\$ -	\$ 15.03	8	\$ 1,442.88	\$ -	\$ 1,442.88
Non-Grandfathered												
HMO	E	\$ 4.13	\$ 4.13	\$ -	\$ -		\$ -	\$ 4.13	8	\$ 396.48	\$ -	\$ 396.48
HMO	ES	\$ 8.68	\$ 6.86	\$ 1.82	\$ 0.84		\$ -	\$ 6.86	0	\$ -	\$ -	\$ -
HMO	ECH	\$ 10.20	\$ 7.77	\$ 2.43	\$ 1.12		\$ -	\$ 7.77	6	\$ 559.58	\$ 174.82	\$ 734.40
HMO	F	\$ 15.03	\$ 10.67	\$ 4.36	\$ 2.01		\$ -	\$ 10.67	1	\$ 128.04	\$ 52.32	\$ 180.36
									26	\$ 2,875.94	\$ 227.14	\$ 3,103.08

	Employer Cost	Employee Cost	Total Health Cost
2021	\$ 2,875.94	\$ 227.14	\$ 3,103.08



Town of Hillsboro Beach

January 1 2021 - December 31, 2021

	The Hartford
Basic Life	\$50,000
\$ 1,300,000	0.254
AD&D	
\$ 1,300,000	0.038

Monthly Premium	\$ 379.60
Annual Premium	\$ 4,555.20

Annual Difference \$	\$ -
Annual Difference %	0.00%



Employer Cost 2020 vs 2021

No Plan Changes

INSURANCE PLAN	2020	2021
Health Plan	\$ 469,731.07	\$ 455,629.03
Life AD&D	\$ 4,555.20	\$ 4,555.20
Dental	\$ 19,054.51	\$ 19,054.51
Vision	\$ 2,875.94	\$ 2,875.94
TOTAL	\$ 496,216.73	\$ 482,114.69
		\$ (14,102.04)
		-2.84%

Change to Cigna

INSURANCE PLAN	2020`	2021
(1)Health Plan	\$ 469,731.07	\$ 423,149.09
Life AD&D	\$ 4,555.20	\$ 4,555.20
Dental	\$ 19,054.51	\$ 18,570.62
Vision	\$ 2,875.94	\$ 2,875.94
TOTAL	\$ 496,216.73	\$ 449,150.86
		\$ (47,065.87)
		-9.48%

Change to Humana

INSURANCE PLAN	2020	2021
(1)Health Plan	\$ 469,731.07	\$ 423,149.09
Life AD&D	\$ 4,555.20	\$ 4,555.20
Dental	\$ 19,054.51	\$ 21,148.20
Vision	\$ 2,875.94	\$ 2,875.94
TOTAL	\$ 496,216.73	\$ 451,728.43
		\$ (44,488.30)
		-8.97%



MN006-W300, 9800 Health Care Lane
Minnetonka, MN 55343
Tel: 1-866-432-5992; Fax: 1-855-208-8348

10/27/2020

EBS ADVISORS INC
2805 E OAKLAND PARK BLVD STE 450
FORT LAUDERDALE, FL 33306-1813

5004286

Re: TOWN OF HILLSBORO BEACH
Customer number: 07P9000
Policy: 07P9000 - BQ-69 / RX310
Package: SFL_2020_MCP03/FL823
Renewal date: 01/01/2021
Rate adjustment: - 2.9%

Dear Agent:

Enclosed is a copy of the UnitedHealthcare renewal package for TOWN OF HILLSBORO BEACH.

We are excited to bring you the ability to renew your ACR Small Business in our Sales Automation Management (SAM) Tool*.

- You can change plans, add products and update your employee enrollment in an abbreviated fashion.
- Access SAM by logging into United eServices, click on the SAM icon, and see the list of renewals that have been loaded for you.
- If you need training, please go to broker.uhc.com for a list of trainings.

You'll be quickly on the path to controlling when your groups are renewed and an overall better service experience.

*The following markets are currently out of scope for SAM Renewal: District of Columbia, HI, ME, MT, NH, NJ, NV, NY and VT.

If you have any questions about this material, please contact me at 1-866-432-5992.

Thank you again for your business. We look forward to our continued relationship.

Sincerely,
Your Renewal Account Executive

Note: Your client's renewal package contains additional document(s):

- FL Exclusive Provider Organization Plan Disclosure
- HRA/ HSA Attestation Form

To view these documents, visit UnitedeServices.com in the Broker Forms section

004286

TOWN OF HILLSBORO BEACH 07P9000 01/01/2021



MN006-W300, 9800 Health Care Lane
Minnetonka, MN 55343
Tel: 1-866-432-5992; Fax: 1-855-208-8348

10/27/2020

TOWN OF HILLSBORO BEACH
MAC SERDA/PAULA DAVIS
1210 HILLSBORO MILE
HILLSBORO BEACH, FL 33062-0000

1004286

Re: TOWN OF HILLSBORO BEACH
Customer number: 07P9000
Policy: 07P9000 - BQ-69 / RX310
Package: SFL_2020_MCP03/FL823
Renewal date: 01/01/2021
Rate adjustment: - 2.9%

Dear MAC SERDA/PAULA DAVIS:

Thank you for allowing UnitedHealthcare to serve your health benefit plan needs for the policy year just ending. Now it's time to begin making plans for the coming year. This packet contains your customized renewal package, which will allow you to determine which plan, or plans, best meet your business needs for the coming year.

Your group health insurance coverage is coming up for renewal. Below are changes we'll be making to the plan.

- The following language under the Allowed Amounts section has been removed: "For Mental Health Care and Substance-Related and Addictive Disorders Services the Allowed Amount will be reduced by 25% for Covered Health Care Services provided by a psychologist and by 35% for Covered Health Care Services provided by a masters level counselor."
- Language has been added to the Allowed Amounts section for laboratory and durable medical equipment services to clarify that exceptions to the determination method only apply to "freestanding" laboratories or suppliers.
- The requirement for a member to get prior authorization for the following in-network services has been removed: ambulance, cellular and gene therapy, clinical trials, gender dysphoria, and transplantation services. This change does not impact existing provider authorization requirements.
- The term "speech aid devices" is replaced with "dedicated speech generating devices" under the DME Orthotics and Supplies covered health care services section. It is also replaced in the exclusion related to devices and computers to help in communication and speech.
- Benefits are provided for enteral formulas and low protein modified food products, administered either orally or by tube feeding as the primary source of nutrition, for certain conditions which require specialized nutrients or formulas. The nutrition exclusion for food of any kind, infant formula, and donor breast milk includes standard milk-based formula.
- Benefits for enteral formulas are now covered under enteral nutrition.
- For Choice and Choice Plus plans, a cost share does not apply for the first 3 visits for any combination of manipulative treatment and physical therapy for new low back pain.
- For plans that include Motion, the frequency activity target has changed to 300 steps in five minutes, the intensity activity target includes other activities as designated by the program in addition to steps, and an additional reward has been added for syncing daily activity.
- Indwelling urinary catheters and intermittent urinary catheters for incontinence or retention are covered health care services. The following related urological supplies are also covered health care services: urinary drainage bags and insertion trays (kits), anchoring devices, and irrigation tubing sets.
- An exclusion was added for Non-Medical Supported 24-Hour Withdrawal Management. A defined term was added for "Non-Medical 24-Hour Withdrawal Management" which follows American Society of Addiction Medicine (ASAM) criteria.
- The following exclusion was added: "High intensity residential care, including American Society of Addiction Medicine (ASAM) criteria, for Covered Persons with substance-related and addictive disorders who are unable to participate in their care due to significant cognitive impairment."
- The definition of "private duty nursing" includes services that exceed the scope of intermittent care in the home.
- The defined term "Transitional Living" has been revised to specify that the American Society of Addiction Medicine (ASAM) criteria is included for facilities, group homes and supervised apartments which provide 24-hour supervision.
- Designated providers can be designated by affiliated entities.
- When contacting us in writing to request an appeal, the first appeal request must be submitted to us within 365 days after receipt of the denial of a pre-service request for benefits or the claim denial.

004286

TOWN OF HILLSBORO BEACH 07P9000 01/01/2021

Continued on other side

- Language was added to clarify that a prescription drug product that provides more than a consecutive 31-day supply will require more than one copayment and/or coinsurance.
- Continuous glucose monitors may also be covered under your outpatient prescription drug rider.
- Language was added in Section 4 of the pharmacy rider to explain that if we approve an exception for a prescription drug, you may be responsible for paying the applicable copayment and/or coinsurance in addition to any applicable ancillary charge.
- Language was added to exclude coverage for compound drugs that contain certain bulk chemicals or are available as a similar commercial pharmaceutical product.
- We added the defined term "preventive medication list" for plans that offer coverage for certain preventive medications.
- All annual changes that the American Dental Association (ADA) has made to CDT codes have been updated in our claims systems.
- Any cost-sharing changes, including whether the plan is a different metal level from the previous plan are described in the "REVIEW" section of your renewal package.

New regulations and benefit plan design changes often require updates to our Certificate of Coverage (COC). The alternate benefit plan we are suggesting for your renewal is written on an updated COC. You may request to see the COC, and Schedule of Benefits for a complete explanation of your benefits. In addition, see our COC overview documents in the "Supporting Documentation" portion of this package.

Soon, you will receive your Summary of Benefits and Coverage (SBC), if you haven't already. Your employees will also receive a copy. The SBC will give you information to better understand your renewal plan or plans and allow you to compare coverage options across different types of plans and products. For more information regarding this document, please visit uhc.com/summary.

We're looking forward to another year of serving you and your employees. Please take the time to review the enclosed materials and feel free to contact your broker, EBS ADVISORS INC, 954-941-4467, or call me at 1-866-432-5992 with any questions.

Sincerely,
Your Renewal Account Executive
CC: EBS ADVISORS INC

UnitedHealthcare Renewal Kit

Health care options report

Prepared for **TOWN OF HILLSBORO BEACH**



Offering big-company benefits to small businesses.

UnitedHealthcare is committed to providing small businesses competitive, “big-company” benefits that help promote better health and greater savings.

Empower employees to manage their health.

Small business medical plans include valuable services and programs at no additional cost:

- **Virtual Visits**—A resource that allows employees to speak to a doctor 24/7 with a mobile device or computer.
- **UnitedHealthcare® app**—A mobile app that provides convenient access to medical benefits and coverage information.
- **Real Appeal®**—A virtual weight loss program for employees who are ready to lose weight. Real Appeal uses a highly interactive internet show, videos and live online coaching to promote healthier behavior.
- **Quit For Life®**—A clinically proven tobacco cessation program with a portal/mobile app and personalized support that has helped over 3.5 million tobacco users since 1985.

200,000+

**small businesses trust
UnitedHealthcare to serve
their health care needs.**

Support employees with prescription costs.

- If your plan includes pharmacy coverage, we provide a point of sale discount program that can help your employees save money. This program directs a large portion of the drug rebates to a discount on the member’s cost-share at point of purchases, which can increase pricing transparency and help lower prescription costs.

Understand health reform and regulatory changes.

Group size survey and counting methodology.

- Many health reform provisions are dependent upon group size. Therefore, UnitedHealthcare implemented an annual request for updated employee counts to fully insured clients with enrolled subscriber counts of 5 – 150. Responses to these surveys are important for accuracy and help improve processes and activities such as Medical Loss Ratio (MLR) rebate calculations, rating and product/plan availability and more.

Reporting requirements vary based on employer size.

- Individuals will receive a 1095-B report each year stating if and for which months they were offered health coverage by their employer. This information is used to support the employer mandate and related programs. Employers with 49 or fewer full-time employees (FTEs) do not have to meet the employer mandate requirements. Employers with 50 or more FTEs must file reports as outlined under Section 6056 on Form 1095-C.



Contact your UnitedHealthcare representative or visit [uhc.com](https://www.uhc.com)

This communication is not intended, nor should it be construed, as legal or tax advice. Please contact a competent legal or tax professional for legal advice, tax treatment and restrictions. Federal and state laws and regulations are subject to change.

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TOWN OF HILLSBORO BEACH 07P9000 01/01/2021



Personal Overview

TOWN OF HILLSBORO BEACH

Customer number: 07P9000
Current policies - plans:
 07P9000 - BQ-69 / RX310
Current package: SFL_2020_MCP03 / FL823
Renewal date: 01/01/2021

How to use this document:

Review	your current medical coverage.	2
Consider	adding medical plans or selecting alternates.	4
Decide	on your medical elections.	13
Submit	your election forms via email or fax.	14
Supporting Documentation		
	Census and Detailed Rates	19
	Topics of Interest, Health Care Reform Information and Regulatory Information	27
	Glossary of Terms	33

Review

The chart below shows an overview of your current plan, your renewal plan and the associated premiums.



Your current benefit design options are no longer available together in a Triple-Option package. Your replacement options are included in the new Triple-Option package, offering you the same flexibility, choice and affordability that you are enjoying today.

Here is your renewal plan.

	Current medical plan		Renewal medical plan	
	SFL_2020_MCP03 / FL823		SFL_2021_MCP03 / FL829	
	EDGE, BQ-69 / RX310 ^{1,2,3}		Balanced, CE-KJ / RX849 ^{2,3}	
Metallic Level	G		G	
	Network single/family	Non-network single/family	Network single/family	Non-network single/family
Plan deductibles	\$2,000/\$4,000		\$2,000/\$4,000	
Out-of-pocket max	\$5,000/\$10,000		\$6,000/\$12,000	
Office copays (PCP/Spec)	\$10/\$80		\$25/\$50	
Coinsurance	80%		80%	
Legal Entity/License	HMO		INS	
Med/Rx Ded Combined	N		N	
Pharmacy	\$20/\$65/\$100/\$200		\$10/\$35/\$70	
Enrolled Employees	25		25	
HSA/HRA Contribution				
Monthly medical premium	\$41,427.06		\$40,240.51 Change from current: -2.9%	

Metallic Levels: P = Platinum, G = Gold, S = Silver, B = Bronze

• Important: If multiple policies are sold to one customer, we require the policy year or calendar year basis selection be the same for each sold policy.
• If you choose to add or change an existing HRA plan, you must choose from the list of UnitedHealthcare HRA-eligible medical plans as shown to you by your broker or agent. If you have a Third Party Administrator for your HRA, please note that HRA plans administered by other insurers or TPAs must comply with UnitedHealthcare HRA design standards.

• This premium may include state and federal taxes and fees.

• Premium rates and/or product forms included herein are subject to approval by regulators. If the rates or product forms offered herein are subsequently modified by regulators we will immediately advise you of the change in plan design and retroactively adjust premium in subsequent billings, in accordance with applicable law.

• Starting with 2014 effective dates, all pharmacy plans include an ancillary charge (also known as a generic pharmacy program). This type of pharmacy program includes out of pocket expenses when a member fills a brand name or higher tier generic prescription but there is a chemically equivalent lower tier brand or generic available.

¹ For specialty physicians with UnitedHealth Premium designation for both quality and efficiency, higher coverage levels will apply for this UnitedHealthcare EDGE Medical plan.

² This medical plan is available with either calendar year or policy year deductibles and out of pocket maximums.

³ These pharmacy plan designs contain a separate member cost share for certain Specialty Medications. Your employees should review their benefit summary to determine how they will be affected.

Renewal Assumptions:

• The monthly cost noted above is based upon the coverage in force at the time the renewal was calculated. Please refer to Appendix A included in this package.

• Actual billed premium as of your renewal date may differ from the amounts reflected in this package.

• Renewal of your employer plan is contingent upon meeting UnitedHealthcare's minimum participation requirements.

• Plan design and corresponding premium rates offered herein represent a coverage option that is consistent with your current group size (based on most recent census or survey information) and closely matches your current coverage. Additional coverage options may be available to you.

• Upon the renewal of your employer plan, the Certificate of Coverage or Summary Plan Description, and other documents, notices and communications regarding the plan(s) selected may be transmitted electronically to you (employer group) and the group employees. The employer group may withdraw their consent at any time or request a document in a paper or non-electronic form.

• Information on alternate benefit plans is summarized for ease of review. It is not intended to be a statement of benefits, nor does it guarantee coverage. The Certificate of Coverage provides the legal description of coverage and is available for your review upon request. UHC Choice plans will cover only the employees within the defined UnitedHealthcare service area. The rates are based upon the employer's primary location. Other locations will require alternate plan designs and rates.

Triple-Option from UnitedHealthcare

A health plan that works to meet your unique needs.

By now, you've realized the advantages of offering UnitedHealthcare **Triple-Option**. Your health plan package includes multiple benefit design options that help you to offer each of your employees exactly the medical benefit coverage they need.

Option A

“I'm looking for a less expensive option.”



Option B

“I would like more comprehensive benefits, and I'm willing to pay for it.”



Option C

“I need a more ‘middle of the road’ option, that focuses on preventive.”



How Triple-Option works for you:

1. Choice

Offer your employees a choice of up to three benefit design options that allows them to find one that meets their needs.

2. Predictable

You control your costs so there are no surprises for your business. Define a single contribution level toward the cost of the plans you are offering.

Define the contribution your business can make to your employees' benefit plans. You save money because employees are offered a set dollar amount to be spent on their benefits, rather than a set benefit plan. Employees can now make the choice to enroll in a less expensive option with less cost to them. Or, they may choose to pay more for a richer benefit option. Now your employees can choose the coverage they need at a price that is predictable for your business.

3. Easy

All plans are managed through UnitedHealthcare. Enrollment, billing and renewals are simple and efficient.

4. Flexible

You now have the ability to switch offerings at renewal within a Triple-Option package. This provides a great deal of flexibility to meet your company's changing needs.

UnitedHealthcare's Triple-Option can be a single way to make running your business easier. Turn the page to see the array of options offered in the UnitedHealthcare Triple-Option package and begin to make your choices.

Consider

Here are some great alternatives.

		Metallic Level	Plan Deductibles Single/Family		Out of Pocket Max Single/Family		Office Copays (PCP/Spec)	
	Plan ID		Network	Non-Network	Network	Non-Network	Network	Non-Network
SFL_2021_MCP03 / FL829								
Direct Access - Advanced	CE-JV / RXNHSL	B	\$8,000/\$16,000	NA/NA	\$8,550/\$17,100	NONE/NONE	\$75/\$150	NA
Direct Access - HSA w/Motion	CE-IQ / RXNHSL ¹	B	\$6,500/\$13,000	\$12,000/\$24,000	\$7,000/\$14,000	\$13,100/\$26,200	\$50/\$90	NA
Direct Access	CE-II / RXNHTL	S	\$8,000/\$16,000	NA/NA	\$8,500/\$17,000	NONE/NONE	\$25/\$90	NA
Direct Access	CE-IR / RXNHTL	S	\$1,500/\$3,000	NA/NA	\$8,150/\$16,300	NONE/NONE	\$50/\$120	NA
Direct Access	CE-IB / RXNHTL	S	\$3,500/\$7,000	NA/NA	\$7,500/\$15,000	NONE/NONE	\$25/\$90	NA
Direct Access	CE-IF / RXNHTL	S	\$6,000/\$12,000	\$10,000/\$20,000	\$8,550/\$17,100	\$15,000/\$30,000	\$30/\$90	NA
Direct Access - PA	CE-JZ / RXNHTL	S	\$5,000/\$10,000	NA/NA	\$8,500/\$17,000	NONE/NONE	\$35/\$75	NA
Direct Access	CE-IG / RXNHTL	S	\$6,500/\$13,000	NA/NA	\$8,500/\$17,000	NONE/NONE	\$25/\$75	NA
HSA w/Motion	CE-LI / RXF77L ^{1,2}	B	\$6,000/\$12,000	\$10,000/\$20,000	\$7,000/\$14,000	\$15,000/\$30,000	NA/NA	NA
Direct Access	BQ-4I / RXNHSA	G	\$500/\$1,000	NA/NA	\$6,500/\$13,000	NONE/NONE	\$50/\$120	NA
Balanced	CE-KW / RXF78L ²	S	\$5,000/\$10,000	NA/NA	\$8,550/\$17,100	NONE/NONE	\$40/\$95	NA
Direct Access - Premier	CE-JN / RXNHTL	G	\$1,500/\$3,000	NA/NA	\$5,000/\$10,000	NONE/NONE	\$30/\$120	NA
Direct Access	CE-IC / RXNHSA	G	\$4,000/\$8,000	NA/NA	\$7,350/\$14,700	NONE/NONE	\$25/\$50	NA
Direct Access - HSA w/Motion	CE-IN / RXNHSB ¹	S	\$3,500/\$7,000	\$5,000/\$10,000	\$5,500/\$11,000	\$10,000/\$20,000	\$25/\$60	NA
Direct Access	CE-H9 / RXNHSA	G	\$3,000/\$6,000	\$6,000/\$12,000	\$7,350/\$14,700	\$12,000/\$24,000	\$25/\$50	NA
Direct Access - Premier	CE-JH / RXNHSA	G	\$3,000/\$6,000	NA/NA	\$6,000/\$12,000	NONE/NONE	\$30/\$90	NA
Direct Access	CE-H6 / RXNHSA	G	\$2,500/\$5,000	NA/NA	\$5,000/\$10,000	NONE/NONE	\$25/\$90	NA
Direct Access	CE-H7 / RXNHSA	G	\$2,500/\$5,000	\$5,000/\$10,000	\$5,000/\$10,000	\$12,000/\$24,000	\$20/\$90	NA
Direct Access - Premier	CE-JF / RXNHSA	G	\$2,000/\$4,000	NA/NA	\$5,000/\$10,000	NONE/NONE	\$30/\$90	NA
Direct Access	CE-H8 / RXNHSA	G	\$3,000/\$6,000	\$5,000/\$10,000	\$6,000/\$12,000	\$10,000/\$20,000	\$25/\$45	NA
Direct Access	CE-H5 / RXNHSA	G	\$1,500/\$3,000	\$5,000/\$10,000	\$5,000/\$10,000	\$15,000/\$30,000	\$25/\$75	NA
Direct Access Network Flex	CE-IX / RXNHSA	G	\$4,000/\$8,000	\$8,000/\$16,000	\$7,350/\$14,700	\$16,000/\$32,000	\$25/\$50	NA
HSA w/Motion	CE-LF / RXF79L ^{1,2}	S	\$4,500/\$9,000	\$9,000/\$18,000	\$4,500/\$9,000	\$18,000/\$36,000	NA/NA	NA
Direct Access Network Flex	CE-IW / RXNHSA	G	\$3,500/\$7,000	\$8,000/\$16,000	\$5,000/\$10,000	\$16,000/\$32,000	\$25/\$50	NA
Balanced	CE-KQ / RX849 ^{2,3}	G	\$3,500/\$7,000	\$10,000/\$20,000	\$8,000/\$16,000	\$20,000/\$40,000	\$30/\$60	NA
Balanced	CE-KS / RX849 ^{2,3}	G	\$4,000/\$8,000	NA/NA	\$6,000/\$12,000	NONE/NONE	\$40/\$90	NA
HSA w/Motion	CE-K9 / RX921 ^{1,2,3}	S	\$2,500/\$5,000	\$6,000/\$12,000	\$7,000/\$8,550	\$12,000/\$24,000	\$25/\$90	NA
Direct Access - HSA w/Motion	CE-IK / RXNHSB ¹	G	\$1,500/\$3,000	\$3,000/\$6,000	\$3,500/\$7,000	\$6,000/\$12,000	\$30/\$60	NA
Balanced	CE-KT / RX849 ^{2,3}	G	\$4,000/\$8,000	\$8,000/\$16,000	\$6,000/\$12,000	\$15,000/\$30,000	\$40/\$90	NA
Consumer	CE-KD / RX849 ^{2,3}	G	\$1,000/\$2,000	\$3,000/\$6,000	\$5,500/\$11,000	\$15,000/\$30,000	\$45/\$90	NA
Direct Access	CE-H4 / RXNHSA	P	\$1,000/\$2,000	NA/NA	\$3,000/\$6,000	NONE/NONE	\$25/\$45	NA

Metallic Levels: P = Platinum, G = Gold, S = Silver, B = Bronze

¹ The Metallic Level associated to this plan, listed in the 'Metallic Level' column, is based on the assumed HSA/HRA contribution amount range listed in the 'HSA/HRA Contrib.' column. Any contribution amount outside this range may impact the plan's Metallic Level.

² This medical plan is available with either calendar year or policy year deductibles and out of pocket maximums.

³ These pharmacy plan designs contain a separate member cost share for certain Specialty Medications. Your employees should review their benefit summary to determine how they will be affected.

Below are all the benefit design options available to you within the UnitedHealthcare Triple-Option package(s). The benefit options that we've renewed for you are those noted below with an **orange arrow**. Please note, the 'Relative Pricing' allows you to compare plan benefits and pricing relative to other options within a package.

Coinsurance		Legal Entity/ License	Med/Rx Ded Combined	Pharmacy (Spec; Non-Spec)	Enrolled Employees	HSA/HRA Contrib.	Monthly Medical Premium (Renewal)	Relative Pricing (at 100% Enrollment; for comparison only. Rates available in Appendix A)
Network	Non-Network							
50%	NA	HMO	Y	\$15/\$75/\$150/\$300E	0			\$23,618.21
100%	70%	HMO	Y	\$15/\$75/\$150/\$300E	0	\$0 - \$0		\$25,771.81
50%	NA	HMO	N	\$15/\$75/\$150/\$300E	0			\$25,959.98
50%	NA	HMO	N	\$15/\$75/\$150/\$300E	0			\$26,683.45
50%	NA	HMO	N	\$15/\$75/\$150/\$300E	0			\$26,860.64
80%	60%	HMO	N	\$15/\$75/\$150/\$300E	0			\$27,789.81
100%	NA	HMO	N	\$15/\$75/\$150/\$300E	0			\$28,219.78
100%	NA	HMO	N	\$15/\$75/\$150/\$300E	0			\$29,236.75
70%	50%	INS	Y	\$15/\$75/\$150/\$300E	0	\$0 - \$0		\$30,692.19
50%	NA	HMO	N	\$10/\$35/\$70	0			\$31,308.21
80%	NA	INS	N	\$15/\$75/\$150/\$300E	0			\$32,292.07
70%	NA	HMO	N	\$15/\$75/\$150/\$300E	0			\$32,384.83
100%	NA	HMO	N	\$10/\$35/\$70	0			\$32,873.75
100%	60%	HMO	Y	\$10/\$35/\$70	0	\$0 - \$0		\$32,996.78
80%	60%	HMO	N	\$10/\$35/\$70	0			\$33,114.85
80%	NA	HMO	N	\$10/\$35/\$70	0			\$33,338.95
100%	NA	HMO	N	\$10/\$35/\$70	0			\$34,191.47
80%	60%	HMO	N	\$10/\$35/\$70	0			\$34,514.88
80%	NA	HMO	N	\$10/\$35/\$70	0			\$34,638.97
100%	80%	HMO	N	\$10/\$35/\$70	0			\$35,021.33
80%	60%	HMO	N	\$10/\$35/\$70	0			\$35,445.11
100%	80%	HMO	N	\$10/\$35/\$70	0			\$35,638.94
100%	80%	INS	Y	0% 4 TIERS E	0	\$0 - \$0		\$36,129.81
100%	60%	HMO	N	\$10/\$35/\$70	0			\$36,710.43
90%	60%	INS	N	\$10/\$35/\$70	0			\$37,588.79
80%	NA	HMO	N	\$10/\$35/\$70	0			\$37,821.92
80%	50%	INS	Y	\$10/\$35/\$70	0	\$0 - \$0		\$37,883.88
100%	70%	HMO	Y	\$10/\$35/\$70	0	\$0 - \$0		\$38,787.02
80%	60%	INS	N	\$10/\$35/\$70	0			\$39,139.64
50%	50%	HMO	N	\$10/\$35/\$70	0			\$39,625.91
100%	NA	HMO	N	\$10/\$35/\$70	0			\$39,716.72

Consider (continued)

		Metallic Level	Plan Deductibles Single/Family		Out of Pocket Max Single/Family		Office Copays (PCP/Spec)		
	Plan ID		Network	Non-Network	Network	Non-Network	Network	Non-Network	
SFL_2021_MCP03 / FL829 (continued)									
	Balanced	CE-KJ / RX849 ^{2,3}	G	\$2,000/\$4,000	\$6,000/\$12,000	\$6,000/\$12,000	\$12,000/\$24,000	\$25/\$50	NA
	Balanced	CE-KH / RX849 ^{2,3}	G	\$1,500/\$3,000	\$4,000/\$8,000	\$6,000/\$12,000	\$12,000/\$24,000	\$30/\$60	NA
	HSA w/Motion	CE-K7 / RX921 ^{1,2,3}	G	\$1,500/\$3,000	\$3,000/\$6,000	\$7,000/\$8,550	\$6,000/\$12,000	NA/NA	NA
	EDGE	CE-LO / RX849 ^{2,3,4}	G	\$2,000/\$4,000	\$4,000/\$8,000	\$7,500/\$15,000	\$14,000/\$28,000	\$25/\$50	NA
	Balanced	CE-KE / RX849 ^{2,3}	G	\$1,000/\$2,000	\$3,000/\$6,000	\$8,000/\$16,000	\$12,000/\$24,000	\$20/\$40	NA
	Direct Access	CE-H3 / RXNHSA	P	\$750/\$1,500	\$1,500/\$3,000	\$1,500/\$3,000	\$3,000/\$6,000	\$15/\$30	NA
	Direct Access Network Flex	CE-IV / RXNHSA	P	\$750/\$1,500	\$1,500/\$3,000	\$1,500/\$3,000	\$3,000/\$6,000	\$15/\$30	NA
	Balanced	CE-KB / RX849 ^{2,3}	P	\$500/\$1,500	\$2,000/\$6,000	\$2,500/\$5,000	\$14,000/\$24,000	\$15/\$30	NA
	Balanced	CE-J8 / RX849 ^{2,3}	P	\$250/\$500	\$500/\$1,000	\$1,500/\$3,000	\$3,000/\$6,000	\$15/\$30	NA

Metallic Levels: P = Platinum, G = Gold, S = Silver, B = Bronze

¹ The Metallic Level associated to this plan, listed in the 'Metallic Level' column, is based on the assumed HSA/HRA contribution amount range listed in the 'HSA/HRA Contrib.' column. Any contribution amount outside this range may impact the plan's Metallic Level.

² This medical plan is available with either calendar year or policy year deductibles and out of pocket maximums.

³ These pharmacy plan designs contain a separate member cost share for certain Specialty Medications. Your employees should review their benefit summary to determine how they will be affected.

⁴ For specialty physicians with UnitedHealth Premium designation for both quality and efficiency, higher coverage levels will apply for this UnitedHealthcare EDGE Medical plan.

Here are some additional alternatives for you to consider.

Coinsurance		Legal Entity/ License	Med/Rx Ded Combined	Pharmacy (Spec; Non-Spec)	Enrolled Employees	HSA/HRA Contrib.	Monthly Medical Premium (Renewal)	Relative Pricing (at 100% Enrollment; for comparison only. Rates available in Appendix A)
Network	Non-Network							
80%	50%	INS	N	\$10/\$35/\$70	25		\$40,240.51	\$40,240.51
70%	50%	INS	N	\$10/\$35/\$70	0			\$40,985.05
80%	60%	INS	Y	\$10/\$35/\$70	0	\$0 - \$0		\$41,728.17
100%	70%	INS	N	\$10/\$35/\$70	0			\$42,002.19
80%	50%	INS	N	\$10/\$35/\$70	0			\$42,050.52
90%	70%	HMO	N	\$10/\$35/\$70	0			\$43,499.94
90%	70%	HMO	N	\$10/\$35/\$70	0			\$46,141.57
100%	70%	INS	N	\$10/\$35/\$70	0			\$51,374.74
90%	70%	HMO	N	\$10/\$35/\$70	0			\$53,925.56

Add Specialty plans for more savings and simplicity.

Balanced benefits packages are becoming increasingly important to compete for new employees and retain top talent. That's why we're offering you additional benefits to help serve and care for one of your most important assets — your employees.

Enjoy the administrative simplicity and health plan savings you get by bundling.

Talk to your broker about adding dental, vision, life and/or disability insurance. We offer a variety of competitively priced plans, with lower participation requirements, making it easier to qualify. And when you add one or more plans, you can streamline administration and help lower your health plan costs.

See your savings at uhc.com/bundle.

You can easily get an estimate of your savings at uhc.com/bundle. You get one bill for health and specialty plans with one single implementation process and one dedicated account team.



DENTAL



VISION



LIFE¹

A group with 25 enrolled medical employees with the bundle above could see up to

\$1,800 in savings.²



Questions? Ask your broker for more details.

¹Requires a minimum of \$25,000 benefit.

²Example for illustrative purposes. Savings calculated based on medical plan administration credits of \$3 for dental, \$2 for vision and \$1 for life which are multiplied by the number of employees enrolled in the medical plan over a 12 month period. Savings may vary and are not a guarantee of individual results.

Minimum participation requirements may apply. Please consult your broker or UnitedHealthcare representative for terms and conditions.

Benefits and programs may not be available in all states or for all group sizes. Plans may vary and components are subject to change. For costs and complete details of the coverage, contact your broker or UnitedHealthcare sales representative.

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Ask about our Specialty plan portfolio.

- Dental
- Vision
- Life Insurance (including supplemental and dependent) with Accidental Death and Dismemberment
- Short-term Disability
- Long-term Disability

Fund it your way.

Our flexible funding options let you choose the right plans and contribution strategies for your needs and budget.

✓ Employee-paid (voluntary)

- Vision: requires only 1 employee.
- Dental: requires only 2 employees.
- Disability: requires 10 employees and 25% participation.

✓ Employer-paid

✓ Shared funding



Dental renewal

		Employee	Empl + Spouse	Empl + Child	Empl + Fam	Monthly Premium
Plan: P5330 / Type: DPPO	Enrollment	8	1	7	10	
	Current Rate	\$31.22	\$62.44	\$63.01	\$97.14	\$1,724.67
	Renewal Rate	\$31.22	\$62.44	\$63.01	\$97.14	\$1,724.67

Change from current: **0.0%**

- Dental plans have a 12 month guarantee from the contract issuance. The rates displayed within this package will be effective through 12/31/2021. Note that the rate guarantee is subject to change based upon changes to the policy and/or plan structure.
- Ask about our Consumer Max Multiplier! This consumer driven benefit allows members to carry forward a portion of their unused annual dental maximum into an account for future use.

Dental benefit summary

	Benefit	In/Out		Benefit	In/Out
Plan Maximums	Annual In/Out of Network	\$1,500 /\$1,000	Coinsurance	Preventative	100% /70%
	Ortho Lifetime	NA /NA		Minor Restore	80% /50%
Deductible	Individual/Family	\$50 /\$150		Endo/Perio/Oral*	80% /50%
Waiting Period	Major Services	NO WAIT		Major Services	50% /50%
				Orthodontia	NA /NA

* Please refer to your benefit summary or certificate of coverage for a more detailed view of the benefit coverage for services within these categories as some plans may have benefits that differ from what we are able to display here.

Vision renewal

		Employee	Empl + Spouse	Empl + Child	Empl + Fam	Monthly Premium
Current Vision Insurance	Enrollment	8	1	7	10	
	Rate	\$4.13	\$8.68	\$10.20	\$15.03	\$263.42
Renewal Vision Insurance	Enrollment	8	1	7	10	
	Rate	\$4.13	\$8.68	\$10.20	\$15.03	\$263.42

Change from current: **0.0%**

Vision benefit summary

	Services & Materials	Amount		Services & Materials	Amount
In-Network Copay	Exam	\$10	Out-of-network Reimbursement	Exam	Up to \$40
	Materials	\$25		Single Lenses	Up to \$40
Frequencies	Exam	1 x per 12 mos.		Bifocal Lenses	Up to \$60
	Lenses	1 x per 12 mos.		Trifocal Lenses	Up to \$80
	Frames	1 x per 24 mos.		Lenticular Lenses	Up to \$80
				Frames	Up to \$45
				Elective Contacts	Up to \$105

Vision plans have a 24 month guarantee from the contract issuance. The rates displayed within this package will be effective through 12/31/2022. Note that the rate guarantee is subject to change based upon changes to the policy and/or plan structure.

Basic Life AD&D options

	Enrollment	Benefit	Volume	Rate	Total	Monthly Premium
Life Insurance	26	\$25,000	\$637,500	\$0.33 per 1,000	\$210.38	
AD&D Insurance	26	\$25,000	\$637,500	\$0.02 per 1,000	\$12.75	\$223.13

Life AD&D Quote Assumptions:

- Basic Life/AD&D plans have a 24 month guarantee from contract issuance. Note that the rate guarantee is subject to change based upon changes to the policy and/or plan structure.
- All coverage terminates at retirement.
- If you choose to offer \$25,000 or more in base life insurance, the Packaged Savings Program may apply. Packaged Savings may not be available in all states or for all group sizes.

Supplemental Life AD&D options

	Offer 1	Offer	Offer	Offer
Employee Supplemental Life	LI0022SP000500	NA	NA	NA
Benefit	\$10,000 to \$100,000 in \$10,000 increments			
Guaranteed Issue	\$30,000.00			
Total Enrolled	TBD			
Employee Supplemental AD&D	LI0022SP0005A0	NA	NA	NA
Benefit	\$10,000 to \$100,000 in \$10,000 increments			
Guaranteed Issue	\$30,000.00			
Total Enrolled	TBD			
Spouse Supplemental Life	LI0022SD00S100	NA	NA	NA
Benefit	Choice of \$10,000 or \$20,000			
Guaranteed Issue	\$20,000.00			
Total Enrolled	TBD			
Spouse Supplemental AD&D	LI0022SD00S1A0	NA	NA	NA
Benefit	Choice of \$10,000 or \$20,000			
Guaranteed Issue	\$20,000.00			
Total Enrolled	TBD			
Child Supplemental Life	LI0022SD00C100	NA	NA	NA
Benefit	Choice of \$5,000 or \$10,000			
Guaranteed Issue	\$10,000.00			
Total Enrolled	TBD			
Child Supplemental AD&D	LI0022SD00C1A0	NA	NA	NA
Benefit	Choice of \$5,000 or \$10,000			
Guaranteed Issue	\$10,000.00			
Total Enrolled	TBD			

Monthly Rates

Age Range	Monthly Rate / \$1,000		Monthly Rate / \$1,000		Monthly Rate / \$1,000		Monthly Rate / \$1,000	
	Employee Supp Life	Spouse Supp Life	Employee Supp Life	Spouse Supp Life	Employee Supp Life	Spouse Supp Life	Employee Supp Life	Spouse Supp Life
<25	\$0.08	\$0.08						
25-29	\$0.08	\$0.08						
30-34	\$0.09	\$0.09						
35-39	\$0.12	\$0.12						
40-44	\$0.18	\$0.18						
45-49	\$0.28	\$0.28						
50-54	\$0.45	\$0.45						
55-59	\$0.70	\$0.70						
60-64	\$0.95	\$0.95						
65-69	\$1.54	\$1.54						
70-74	\$2.58	\$2.58						
75+	\$7.64	\$7.64						
	Employee Supp AD&D	Spouse Supp AD&D	Employee Supp AD&D	Spouse Supp AD&D	Employee Supp AD&D	Spouse Supp AD&D	Employee Supp AD&D	Spouse Supp AD&D
All	\$0.02	\$0.02						
	Child Supp Life	Child Supp AD&D	Child Supp Life	Child Supp AD&D	Child Supp Life	Child Supp AD&D	Child Supp Life	Child Supp AD&D
All	\$0.10	\$0.02						

Benefit Summary

- Total Volume is listed separately for each of the life and AD&D products
- Supplemental Life/AD&D plans have a 24 month rate guarantee from contract issuance. The rate guarantee is subject to change based upon changes to the policy and/or plan structure.
- To be eligible for coverage, Employees must be actively at work (as defined in the Policy), employed full-time, working a minimum number of hours per week (as stated in the Policy), and must be U.S. citizens or residents working and living in the U.S. Temporary or seasonal workers are not eligible.
- For coverage to remain active minimum group participation requirements must be met. Generally, 100% for coverage entirely paid by the employer, 75% for coverage partially paid by the employer, and 25% for coverage 100% paid by the employee
- All coverage terminates at retirement.
- Accelerated Death Benefit, Waiver of Premium, Portability and Conversion are included.
- The benefits will be reduced to 65% of original amount at age 65 and to 50% of the original amount at age 70.
- New Hire Evidence of Insurability is required for amounts above the Guarantee Issue and for Late Entrants.
- Limitations for AD&D: Disease, bodily or mental infirmity, suicide or intentionally self-inflicted injury, commission of an assault or felony, war, use of any drug, driving while intoxicated, engaging in a hazardous activity or travel in private aircraft.
- Dependent children are covered to age 26
- Continuity of Coverage/No Loss No Gain for previously covered employees is included.
- When there is more than one class, there can be no more than 2 ½ time difference in benefit amount between classes.
- Group must have been in business for a minimum of two years and no more than 50% of the group can be immediate family members.
- Please refer to your Policy for more details about benefits, limitations, exclusions and other provisions of your coverage. Plans and coverage options will vary by employer group and state.

Short Term Disability options

	Offer 1	Offer 2	Offer 3	Offer 4
Plan Code	ST0001SB006500	ST0001SB007500	ST0001ST0AACIJ	ST0001ST0AAESZ
Contribution Level	Contributory	Contributory	Noncontributory	Noncontributory
Total Enrolled	26	26	26	26
Elimination Period	7 Days Accident / 7 Days Sickness	7 Days Accident / 7 Days Sickness	7 Days Accident / 7 Days Sickness	7 Days Accident / 7 Days Sickness
Weekly Benefit Amount	Flat \$250	Flat \$250	66.67% to \$700	66.67% to \$700
Benefit Duration	13 weeks	26 weeks	13 weeks	26 weeks
Definition of Disability	Residual	Residual	Residual	Residual
Pre-Ex Condition Limitation	12/12	12/12	None	None

Monthly Rates

Rate Structure		Composite	Composite	Composite	Composite
Age Range		Rate / \$10 of Weekly Benefit	Rate / \$10 of Weekly Benefit	Rate / \$10 of Weekly Benefit	Rate / \$10 of Weekly Benefit
Composite		\$0.21	\$0.27	\$0.16	\$0.21
Total Premium		\$136.50	\$175.50	\$266.53	\$349.82

Benefit Summary

- Short Term Disability plans have a 24 month rate guarantee from contract issuance. Note that the rate guarantee is subject to change based upon changes to the policy and/or plan structure.
- For coverage to remain active minimum group participation requirements must be met. Generally, 100% for coverage entirely paid by the employer, 50% for coverage partially paid by the employer, and 25% for coverage 100% paid by the employee
- Short Term Disability benefits are non-occupational only.
- To be eligible for coverage, Employees must be actively at work (as defined in the Policy), employed full-time, working a minimum number of hours per week (as stated in the Policy), and must be U.S. citizens or residents working and living in the U.S. Temporary or seasonal workers are not eligible.
- Please refer to your Policy for more details about benefits, limitations, exclusions and other provisions of your coverage. Plans and coverage options will vary by employer group and state.
- Premiums and volumes assume an average salary of \$50,000 for all subscribers for salary-based plans. Actual premiums will vary based on actual enrollment.

Long Term Disability options

	Offer 1	Offer 2	Offer 3	Offer 4
Plan Code	LT0001LB072730	LT0001LB072830	LT0001LT000027	LT0001LT000025
Contribution Level	Noncontributory	Noncontributory	Noncontributory	Noncontributory
Total Enrolled	26	26	26	26
Elimination Period	90 Days	180 Days	90 Days	180 Days
Monthly Benefit Amount	60% up to \$3000	60% up to \$3000	66.67% up to \$5000	66.67% up to \$5000
Benefit Duration	5Yr	5Yr	ADEA I with NRA	ADEA I with NRA
Definition of Disability	Residual	Residual	Residual	Residual
Pre-Ex Condition Limitation	3/12	3/12	3/12	3/12
Total Monthly Covered Payroll	\$78,000.00	\$78,000.00	\$108,316.00	\$108,316.00

Monthly Rates

Rate Structure	Composite	Composite	Composite	Composite
Age Range	Rate / \$100 of Monthly Covered Payroll	Rate / \$100 of Monthly Covered Payroll	Rate / \$100 of Monthly Covered Payroll	Rate / \$100 of Monthly Covered Payroll
Composite	\$0.25	\$0.19	\$0.63	\$0.44
Total Premium	\$195.00	\$148.20	\$682.39	\$476.59

Benefit Summary

- Long Term Disability plans have a 24 month guarantee from contract issuance. The rate guarantee is subject to change based upon changes to the policy and/or plan structure.
- For coverage to remain active minimum group participation requirements must be met. Generally, 100% for coverage entirely paid by the employer, 50% for coverage partially paid by the employer, and 25% for coverage 100% paid by the employee
- To be eligible for coverage, Employees must be actively at work (as defined in the Policy), employed full-time, working a minimum number of hours per week (as stated in the Policy), and must be U.S. citizens or residents working and living in the U.S. Temporary or seasonal workers are not eligible.
- The premium shown is an estimate based on the census provided. This estimate is not valid if the sold census varies by more than 10% of coverage or lives. For group sizes 10-50 which have more than one class indicated on the census, the final premium will be calculated once the sold plan codes have been selected.
- Benefit amounts are based on Total Monthly Covered Payroll. For a group with 10-50 eligible lives, the maximum benefit is the lesser of: \$10,000 or the average of the top three salaries. For a group with 2-9 eligible lives, the maximum benefit is the lesser of: \$5,000 or the average of the top two salaries. Based on the census provided, the LTD benefit requested may be reduced.
- Other provisions included are: Recurrent disability, waiver of premium, continuity of coverage, workplace modification benefit, and care management services.
- Mental Illness and Substance Abuse has a 24 months lifetime limitation.
- There is a full family integration with Social Security.
- There is a 3 months lump sum gross survivor benefit and a 12 month Work Incentive Benefit.
- SSNRA means "Social Security Normal Retirement Age"
- Please refer to your Policy for more details about benefits, limitations, exclusions and other provisions of your coverage. Plans and coverage options will vary by employer group and state.
- Premiums and volumes assume an average salary of \$50,000 for all subscribers for salary-based plans. Actual premiums will vary based on actual enrollment.

Decide

It's time to select your coverage and determine which plan(s) are best for your business.

1 Select medical plan options that you will be offering your employees.

Renewal change form

1 Medical plan selection:

Triple-Option: If you'll be purchasing a Triple-Option package, you must complete this section of the renewal change form to indicate the one to three benefit design options you will be offering to your employees.

FL RENEWAL TE			
Balanced	FI-U / RX FT	☐	EDGE

4 Fill out the employee plan selection form.

4 If your employees are offered more than one medical option, please submit this form to report the option they've selected. For each selected, write the plan code name under the appropriate column ("Renewal Plan 1-3"). Mark the box for each employee's name to the medical plan they've elected.

Covered Employee		Member #
TEST	EMPLOYEEAA	996450097
TEST	EMPLOYEEBB	981315349
*		

2 Change or add specialty coverages.

2 Specialty product selection:

UnitedHealthcare has a comprehensive product portfolio with. In addition to dental, vision and life we also offer short-term and out to your Renewal Account Executive.

	No Change	Add	Change	Benefit level
Basic Life/AD&D	☐	☐	☐	\$ _____
	No Change	Add	Change	Plan name
Dental	☐	☐	☐	_____
	No Change	Add	Change	Plan name
Vision	☐	☐	☐	_____

5 Sign and send your employee plan selection form.

5 Sign and send:

I understand that non-medical coverage, if any, will be insured by its affiliates.

Full legal name of employer/firm: _____

Date signed: _____
(month/day/year)

Signed by: _____
(Employer signature)

Submit
Employee plan selection form

3 Sign and send your renewal change form.

3 Sign and send:

I understand that non-medical coverage, if any, will be insured by its affiliates.

Full legal name of employer/firm: _____

Date signed: _____
(month/day/year)

Signed by: _____
(Employer signature)

Submit
Renewal change form

Federal regulation requires that you update your group's COBRA/Medicare status at the beginning of each calendar year, to be effective January 1. Changes are based upon the prior year employee count. If you would like to confirm your current COBRA or Medicare status or make an update for January 1st, please contact us at **1-888-UHC-HLP1 (1-888-842-4571)** between 7 a.m. and 6 p.m. Central Time, Monday through Friday.

Renewal change form

1 Medical plan selection:

Triple-Option: If you'll be purchasing a Triple-Option package, you must complete this section of the renewal change form to indicate the one to three benefit design options you will be offering to your employees.

Policy number: 07P9000
Customer number: 07P9000
Renewal date: 01/01/2021
Employer name: TOWN OF HILLSBORO BEACH
1210 HILLSBORO MILE
HILLSBORO BEACH, FL 33062-0000

SFL_2021_MCP03 / FL829							
Direct Access - Advanced	Bronze	CE-JV / RXNHSL	☐	Direct Access - HSA w/Motion	Bronze	CE-IQ / RXNHSL	☐
Direct Access	Silver	CE-II / RXNHTL	☐	Direct Access	Silver	CE-IR / RXNHTL	☐
Direct Access	Silver	CE-IB / RXNHTL	☐	Direct Access	Silver	CE-IF / RXNHTL	☐
Direct Access - PA	Silver	CE-JZ / RXNHTL	☐	Direct Access	Silver	CE-IG / RXNHTL	☐
HSA w/Motion	Bronze	CE-LI / RXF77L	☐	Direct Access	Gold	BQ-4I / RXNHSA	☐
Balanced	Silver	CE-KW / RXF78L	☐	Direct Access - Premier	Gold	CE-JN / RXNHTL	☐
Direct Access	Gold	CE-IC / RXNHSA	☐	Direct Access - HSA w/Motion	Silver	CE-IN / RXNHSA	☐
Direct Access	Gold	CE-H9 / RXNHSA	☐	Direct Access - Premier	Gold	CE-JH / RXNHSA	☐
Direct Access	Gold	CE-H6 / RXNHSA	☐	Direct Access	Gold	CE-H7 / RXNHSA	☐
Direct Access - Premier	Gold	CE-JF / RXNHSA	☐	Direct Access	Gold	CE-H8 / RXNHSA	☐
Direct Access	Gold	CE-H5 / RXNHSA	☐	Direct Access Network Flex	Gold	CE-IX / RXNHSA	☐
HSA w/Motion	Silver	CE-LF / RXF79L	☐	Direct Access Network Flex	Gold	CE-IW / RXNHSA	☐
Balanced	Gold	CE-KQ / RX849	☐	Balanced	Gold	CE-KS / RX849	☐
HSA w/Motion	Silver	CE-K9 / RX921	☐	Direct Access - HSA w/Motion	Gold	CE-IK / RXNHSA	☐
Balanced	Gold	CE-KT / RX849	☐	Consumer	Gold	CE-KD / RX849	☐
Direct Access	Platinum	CE-H4 / RXNHSA	☐	Balanced	Gold	CE-KJ / RX849	☐
Balanced	Gold	CE-KH / RX849	☐	HSA w/Motion	Gold	CE-K7 / RX921	☐
EDGE	Gold	CE-LO / RX849	☐	Balanced	Gold	CE-KE / RX849	☐
Direct Access	Platinum	CE-H3 / RXNHSA	☐	Direct Access Network Flex	Platinum	CE-IV / RXNHSA	☐
Balanced	Platinum	CE-KB / RX849	☐	Balanced	Platinum	CE-J8 / RX849	☐

Other medical option: If you are selecting another medical plan not presented in this renewal package, please write in the medical and Rx plan below.

☐ Other medical: _____
With Rx plan: _____

Medical deductible option

Indicate below whether you would like to make a change to your current medical plan deductible set up. Please work with your broker or UnitedHealthcare Representative to understand the impacts of making this change:

☐ No change ☐ Calendar year deductible ☐ Policy year deductible

Note: There may be an impact to indicating a Calendar year deductible if you have selected a Standard Health Reimbursement Account (HRA). For Standard HRAs administered through UnitedHealthcare, the HRA will always run concurrent with the renewal plan period. Therefore, if your renewal date is not January 1st and you select a Calendar year deductible, your employees may experience a number of months without HRA reimbursements. If you are changing from a Calendar Year deductible to a Policy Year Deductible, please contact your Renewal Account Executive (RAE).

Renewal change form (continued)

HSA plan bank option

If you choose to select an HSA plan, please indicate which bank you will enroll your account in:

☐ Optum bank ☐ Another bank

2 Specialty product selection:

UnitedHealthcare has a comprehensive product portfolio with a wide variety of plan options to meet your needs. In addition to dental, vision and life we also offer short-term and long-term disability plans. To request a specialty quote, reach out to your Renewal Account Executive.

	No Change	Add	Change	Plan name
Dental	☐	☐	☐	_____
	No Change	Add	Change	Plan name
Vision	☐	☐	☐	_____
	No Change	Add	Change	Benefit level
Basic Life/ AD&D	☐	☐	☐	\$ _____
	No Change	Add	Change	Benefit level
Supp Life/ AD&D	☐	☐	☐	\$ _____
	No Change	Add	Change	Benefit level
STD	☐	☐	☐	\$ _____
	No Change	Add	Change	Benefit level
LTD	☐	☐	☐	\$ _____

3 Sign and send:

I understand that non-medical coverage, if any, will be insured by UnitedHealthcare Insurance Company or one of its affiliates.

Full legal name of employer/firm: _____

Date signed: _____
(month/day/year)

Signed by: _____
(Employer signature)

- ▶ Indicate coverage changes and **submit your renewal change form** by fax to **1-855-208-8348** by 12/11/2020, or e-mail us at **plan_changes@uhc.com**.
- ▶ **If you have questions** or wish to discuss your coverage options contact your broker or UnitedHealthcare representative at **1-866-432-5992**.

Submit
Renewal change form

Employee plan selection form

4 If your employees are offered more than one medical option, please complete and submit this form to report the option they've selected. For each medical plan selected, write the plan code name under the appropriate column headings; ("Renewal Plan 1-3"). Mark the box for each employee's name that corresponds to the medical plan they've elected.

Policy number: 07P9000
Customer number: 07P9000
Renewal date: 01/01/2021
Employer name: TOWN OF HILLSBORO BEACH
1210 HILLSBORO MILE
HILLSBORO BEACH, FL 33062-0000

			Medical plans must match those selected on the renewal change form			
Covered Employee		Member #	Current Medical Plan	Renewal Plan 1	Renewal Plan 2	Renewal Plan 3
BEUPARLANT	WILLIAM	926375711	BQ-69 / 310	☐	☐	☐
BULLARD	RASHAAN	970861225	BQ-69 / 310	☐	☐	☐
CHARLES	GARTH	977971268	BQ-69 / 310	☐	☐	☐
CLARK	DAVID	949855275	BQ-69 / 310	☐	☐	☐
FRANCO	TYLER	937876018	BQ-69 / 310	☐	☐	☐
GARAY	ELLIOTT	965825236	BQ-69 / 310	☐	☐	☐
GIANINO	ROBERT	929032077	BQ-69 / 310	☐	☐	☐
HENDERSON	SHERRY	930871095	BQ-69 / 310	☐	☐	☐
JARBOE	BRITTNEY	970848784	BQ-69 / 310	☐	☐	☐
JOSEPH	LODIUS	959246872	BQ-69 / 310	☐	☐	☐
KELLY	STEPHEN	909754663	BQ-69 / 310	☐	☐	☐
KIRCHOFF	ANDREW	973608443	BQ-69 / 310	☐	☐	☐
KNAPSTEIN	ROBERT	935232213		☐	☐	☐
MASTANDREA	LOUIS	935274078	BQ-69 / 310	☐	☐	☐
MCGRATH	DANIEL	954184548	BQ-69 / 310	☐	☐	☐
MUNARETTO	ANGELA	954644064	BQ-69 / 310	☐	☐	☐
NOLAN	JAMES	958741923	BQ-69 / 310	☐	☐	☐
ONEILL	ROBERT	951731125	BQ-69 / 310	☐	☐	☐
POPE	AUSTIN	971594627	BQ-69 / 310	☐	☐	☐
PUGLIESE	JAMES	945346022	BQ-69 / 310	☐	☐	☐
RIVERA	JUAN	965190199	BQ-69 / 310	☐	☐	☐
STEEL	ERWIN	912197172	BQ-69 / 310	☐	☐	☐
STENGEL	MARIA	968508253	BQ-69 / 310	☐	☐	☐
SZESNAT	JAY	917658610	BQ-69 / 310	☐	☐	☐
THOMAS	VIRGINIA	909673868	BQ-69 / 310	☐	☐	☐
TORRES	VIVIAN	923065508	BQ-69 / 310	☐	☐	☐
*				☐	☐	☐
*				☐	☐	☐
*				☐	☐	☐
*				☐	☐	☐

***New Enrolled Employees Write In:** The blank lines provided allow you to "write-in" an employee who is currently enrolled with a member ID, but may have been missed due to the timing of our renewal data pull. Please include their member ID along with their plan selection. These lines SHOULD NOT be used to add new employees who haven't had their enrollment form received and processed.

Employee plan selection form (continued)

5 Sign and send:

I understand that non-medical coverage, if any, will be insured by UnitedHealthcare Insurance Company or one of its affiliates.

Full legal name of employer/firm: _____

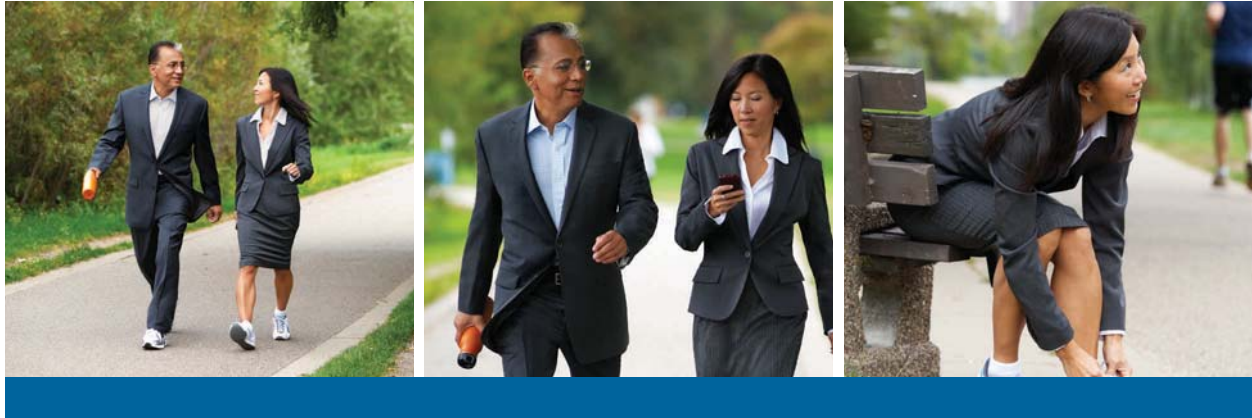
Date signed: _____
(month/day/year)

Signed by: _____
(Employer signature)

Submit

Employee plan selection form

- Indicate employee plan selections and **submit your employee plan selection form** by fax to **1-855-208-8348** by 12/11/2020, or e-mail us at **plan_changes@uhc.com**.
- **If you have questions** or wish to discuss your coverage options contact your broker or UnitedHealthcare representative at **1-866-432-5992**.



The right health plan can be an integral part of your benefits strategy.

The UnitedHealthcare portfolio includes a wide variety of innovative health plans designed to meet the unique needs of your business while controlling costs.

Delivering on what you value most.

98% We have the broadest national network available, reaching 98% of the United States population.¹

95% reported member satisfaction rating.²

93% customer service requests resolved on the very first call.³

99% claims paid accurately.⁴



Ranked #1 by FORTUNE[®] Magazine in health care insurance in its 2012 and 2013 rankings of "World's Most Admired Companies"^{5*}

#1

Ranked #1 by the American Medical Association for claim payment accuracy two years running.

¹ UnitedHealth Network Access internal analysis, January 1, 2012.

² United Experience Survey, 2012.

³ UnitedHealthcare service data, December 2010.

⁴ American Medical Association, 2013 National Health Insurer Report Card.

⁵ FORTUNE is a registered trademark of Time, Inc. FORTUNE and Time Inc. are not affiliated with, and do not endorse products or services of UnitedHealth Group.

Appendix

Appendix A: Employee enrollment detail and rates

Covered Employee	Age	Sex	Dep Cov ¹	Empl Status	Spo Age	Child Count	Current		Renewal	
							Plan Name	Premium	Plan Name	Premium
WILLIAM BEAUPARLANT	57	M	C	A		3	BQ-69 / 310	\$1,519.13	CE-KJ / 849	\$1,475.62
RASHAAN BULLARD	34	M	E	A			BQ-69 / 310	\$821.15	CE-KJ / 849	\$797.63
GARTH CHARLES	41	M	E	A			BQ-69 / 310	\$821.15	CE-KJ / 849	\$797.63
DAVID CLARK	48	M	F	A	48	3	BQ-69 / 310	\$2,340.28	CE-KJ / 849	\$2,273.25
TYLER FRANCO	25	M	E	A			BQ-69 / 310	\$821.15	CE-KJ / 849	\$797.63
ELLIOTT GARAY	42	M	C	A		2	BQ-69 / 310	\$1,519.13	CE-KJ / 849	\$1,475.62
ROBERT GIANINO	43	M	F	A	44	2	BQ-69 / 310	\$2,340.28	CE-KJ / 849	\$2,273.25
SHERRY HENDERSON	48	F	C	A		1	BQ-69 / 310	\$1,519.13	CE-KJ / 849	\$1,475.62
BRITTNEY JARBOE	29	F	C	A		2	BQ-69 / 310	\$1,519.13	CE-KJ / 849	\$1,475.62
LODIUS JOSEPH	61	M	F	A	60	1	BQ-69 / 310	\$2,340.28	CE-KJ / 849	\$2,273.25
STEPHEN KELLY	55	M	E	A			BQ-69 / 310	\$821.15	CE-KJ / 849	\$797.63
ANDREW KIRCHOFF	35	M	F	A	33	1	BQ-69 / 310	\$2,340.28	CE-KJ / 849	\$2,273.25
ROBERT KNAPSTEIN	51	M	E	A						
LOUIS MASTANDREA	47	M	F	A	43	2	BQ-69 / 310	\$2,340.28	CE-KJ / 849	\$2,273.25
DANIEL MCGRATH	46	M	F	A	48	5	BQ-69 / 310	\$2,340.28	CE-KJ / 849	\$2,273.25
ANGELA MUNARETTO	72	F	E	A			BQ-69 / 310	\$821.15	CE-KJ / 849	\$797.63
JAMES NOLAN	59	M	S	A	67		BQ-69 / 310	\$1,642.30	CE-KJ / 849	\$1,595.26
ROBERT ONEILL	56	M	F	A	55	3	BQ-69 / 310	\$2,340.28	CE-KJ / 849	\$2,273.25
AUSTIN POPE	34	M	E	A			BQ-69 / 310	\$821.15	CE-KJ / 849	\$797.63
JAMES PUGLIESE	49	M	F	A	53	3	BQ-69 / 310	\$2,340.28	CE-KJ / 849	\$2,273.25
JUAN RIVERA	30	M	C	A		1	BQ-69 / 310	\$1,519.13	CE-KJ / 849	\$1,475.62
ERWIN STEEL	46	M	F	A	35	3	BQ-69 / 310	\$2,340.28	CE-KJ / 849	\$2,273.25
MARIA STENGEL	32	F	C	A		1	BQ-69 / 310	\$1,519.13	CE-KJ / 849	\$1,475.62
JAY SZESNAT	47	M	F	A	48	1	BQ-69 / 310	\$2,340.28	CE-KJ / 849	\$2,273.25
VIRGINIA THOMAS	58	F	E	A			BQ-69 / 310	\$821.15	CE-KJ / 849	\$797.63
VIVIAN TORRES	31	F	C	A		1	BQ-69 / 310	\$1,519.13	CE-KJ / 849	\$1,475.62
Total Premium								\$41,427.06		\$40,240.51

¹ E = Employee only, S = Employee + Spouse, C = Employee + Child, F = Employee + Family

* The medical premiums above are based on the family members who are covered for medical, and the premiums for each ancillary product are based on the family members who are covered for each specific ancillary product.

Appendix

Appendix A: Employee enrollment detail and rates (continued)

		SFL 2021_MCP03 / FL829							
Covered Employee		CE-JV / NHSL	CE-IQ / NHSL	CE-II / NHTL	CE-IR / NHTL	CE-IB / NHTL	CE-IF / NHTL	CE-JZ / NHTL	CE-IG / NHTL
WILLIAM BEAUPARLANT		\$866.08	\$945.05	\$951.95	\$978.48	\$984.98	\$1,019.05	\$1,034.82	\$1,072.11
RASHAAN BULLARD		\$468.15	\$510.84	\$514.57	\$528.91	\$532.42	\$550.84	\$559.36	\$579.52
GARTH CHARLES		\$468.15	\$510.84	\$514.57	\$528.91	\$532.42	\$550.84	\$559.36	\$579.52
DAVID CLARK		\$1,334.23	\$1,455.89	\$1,466.52	\$1,507.39	\$1,517.40	\$1,569.89	\$1,594.18	\$1,651.63
TYLER FRANCO		\$468.15	\$510.84	\$514.57	\$528.91	\$532.42	\$550.84	\$559.36	\$579.52
ELLIOTT GARAY		\$866.08	\$945.05	\$951.95	\$978.48	\$984.98	\$1,019.05	\$1,034.82	\$1,072.11
ROBERT GIANINO		\$1,334.23	\$1,455.89	\$1,466.52	\$1,507.39	\$1,517.40	\$1,569.89	\$1,594.18	\$1,651.63
SHERRY HENDERSON		\$866.08	\$945.05	\$951.95	\$978.48	\$984.98	\$1,019.05	\$1,034.82	\$1,072.11
BRITTNEY JARBOE		\$866.08	\$945.05	\$951.95	\$978.48	\$984.98	\$1,019.05	\$1,034.82	\$1,072.11
LODIUS JOSEPH		\$1,334.23	\$1,455.89	\$1,466.52	\$1,507.39	\$1,517.40	\$1,569.89	\$1,594.18	\$1,651.63
STEPHEN KELLY		\$468.15	\$510.84	\$514.57	\$528.91	\$532.42	\$550.84	\$559.36	\$579.52
ANDREW KIRCHOFF		\$1,334.23	\$1,455.89	\$1,466.52	\$1,507.39	\$1,517.40	\$1,569.89	\$1,594.18	\$1,651.63
ROBERT KNAPSTEIN									
LOUIS MASTANDREA		\$1,334.23	\$1,455.89	\$1,466.52	\$1,507.39	\$1,517.40	\$1,569.89	\$1,594.18	\$1,651.63
DANIEL MCGRATH		\$1,334.23	\$1,455.89	\$1,466.52	\$1,507.39	\$1,517.40	\$1,569.89	\$1,594.18	\$1,651.63
ANGELA MUNARETTO		\$468.15	\$510.84	\$514.57	\$528.91	\$532.42	\$550.84	\$559.36	\$579.52
JAMES NOLAN		\$936.30	\$1,021.68	\$1,029.14	\$1,057.82	\$1,064.84	\$1,101.68	\$1,118.72	\$1,159.04
ROBERT ONEILL		\$1,334.23	\$1,455.89	\$1,466.52	\$1,507.39	\$1,517.40	\$1,569.89	\$1,594.18	\$1,651.63
AUSTIN POPE		\$468.15	\$510.84	\$514.57	\$528.91	\$532.42	\$550.84	\$559.36	\$579.52
JAMES PUGLIESE		\$1,334.23	\$1,455.89	\$1,466.52	\$1,507.39	\$1,517.40	\$1,569.89	\$1,594.18	\$1,651.63
JUAN RIVERA		\$866.08	\$945.05	\$951.95	\$978.48	\$984.98	\$1,019.05	\$1,034.82	\$1,072.11
ERWIN STEEL		\$1,334.23	\$1,455.89	\$1,466.52	\$1,507.39	\$1,517.40	\$1,569.89	\$1,594.18	\$1,651.63
MARIA STENGEL		\$866.08	\$945.05	\$951.95	\$978.48	\$984.98	\$1,019.05	\$1,034.82	\$1,072.11
JAY SZESNAT		\$1,334.23	\$1,455.89	\$1,466.52	\$1,507.39	\$1,517.40	\$1,569.89	\$1,594.18	\$1,651.63
VIRGINIA THOMAS		\$468.15	\$510.84	\$514.57	\$528.91	\$532.42	\$550.84	\$559.36	\$579.52
VIVIAN TORRES		\$866.08	\$945.05	\$951.95	\$978.48	\$984.98	\$1,019.05	\$1,034.82	\$1,072.11
Total Premium		\$23,618.21	\$25,771.81	\$25,959.98	\$26,683.45	\$26,860.64	\$27,789.81	\$28,219.78	\$29,236.75

CE-LI / F77L	BQ-4I / NHSA	CE-KW / F78L	CE-JN / NHTL	CE-IC / NHSA	CE-IN / NHSB	CE-H9 / NHSA	CE-JH / NHSA	CE-H6 / NHSA	CE-H7 / NHSA	CE-JF / NHSA	CE-H8 / NHSA
\$1,125.48	\$1,148.07	\$1,184.15	\$1,187.55	\$1,205.48	\$1,209.99	\$1,214.32	\$1,222.54	\$1,253.80	\$1,265.66	\$1,270.21	\$1,284.23
\$608.37	\$620.58	\$640.08	\$641.92	\$651.61	\$654.05	\$656.39	\$660.83	\$677.73	\$684.14	\$686.60	\$694.18
\$608.37	\$620.58	\$640.08	\$641.92	\$651.61	\$654.05	\$656.39	\$660.83	\$677.73	\$684.14	\$686.60	\$694.18
\$1,733.85	\$1,768.65	\$1,824.23	\$1,829.47	\$1,857.09	\$1,864.04	\$1,870.71	\$1,883.37	\$1,931.53	\$1,949.80	\$1,956.81	\$1,978.41
\$608.37	\$620.58	\$640.08	\$641.92	\$651.61	\$654.05	\$656.39	\$660.83	\$677.73	\$684.14	\$686.60	\$694.18
\$1,125.48	\$1,148.07	\$1,184.15	\$1,187.55	\$1,205.48	\$1,209.99	\$1,214.32	\$1,222.54	\$1,253.80	\$1,265.66	\$1,270.21	\$1,284.23
\$1,733.85	\$1,768.65	\$1,824.23	\$1,829.47	\$1,857.09	\$1,864.04	\$1,870.71	\$1,883.37	\$1,931.53	\$1,949.80	\$1,956.81	\$1,978.41
\$1,125.48	\$1,148.07	\$1,184.15	\$1,187.55	\$1,205.48	\$1,209.99	\$1,214.32	\$1,222.54	\$1,253.80	\$1,265.66	\$1,270.21	\$1,284.23
\$1,125.48	\$1,148.07	\$1,184.15	\$1,187.55	\$1,205.48	\$1,209.99	\$1,214.32	\$1,222.54	\$1,253.80	\$1,265.66	\$1,270.21	\$1,284.23
\$1,733.85	\$1,768.65	\$1,824.23	\$1,829.47	\$1,857.09	\$1,864.04	\$1,870.71	\$1,883.37	\$1,931.53	\$1,949.80	\$1,956.81	\$1,978.41
\$608.37	\$620.58	\$640.08	\$641.92	\$651.61	\$654.05	\$656.39	\$660.83	\$677.73	\$684.14	\$686.60	\$694.18
\$1,733.85	\$1,768.65	\$1,824.23	\$1,829.47	\$1,857.09	\$1,864.04	\$1,870.71	\$1,883.37	\$1,931.53	\$1,949.80	\$1,956.81	\$1,978.41
\$1,733.85	\$1,768.65	\$1,824.23	\$1,829.47	\$1,857.09	\$1,864.04	\$1,870.71	\$1,883.37	\$1,931.53	\$1,949.80	\$1,956.81	\$1,978.41
\$1,733.85	\$1,768.65	\$1,824.23	\$1,829.47	\$1,857.09	\$1,864.04	\$1,870.71	\$1,883.37	\$1,931.53	\$1,949.80	\$1,956.81	\$1,978.41
\$608.37	\$620.58	\$640.08	\$641.92	\$651.61	\$654.05	\$656.39	\$660.83	\$677.73	\$684.14	\$686.60	\$694.18
\$1,216.74	\$1,241.16	\$1,280.16	\$1,283.84	\$1,303.22	\$1,308.10	\$1,312.78	\$1,321.66	\$1,355.46	\$1,368.28	\$1,373.20	\$1,388.36
\$1,733.85	\$1,768.65	\$1,824.23	\$1,829.47	\$1,857.09	\$1,864.04	\$1,870.71	\$1,883.37	\$1,931.53	\$1,949.80	\$1,956.81	\$1,978.41
\$608.37	\$620.58	\$640.08	\$641.92	\$651.61	\$654.05	\$656.39	\$660.83	\$677.73	\$684.14	\$686.60	\$694.18
\$1,733.85	\$1,768.65	\$1,824.23	\$1,829.47	\$1,857.09	\$1,864.04	\$1,870.71	\$1,883.37	\$1,931.53	\$1,949.80	\$1,956.81	\$1,978.41
\$1,125.48	\$1,148.07	\$1,184.15	\$1,187.55	\$1,205.48	\$1,209.99	\$1,214.32	\$1,222.54	\$1,253.80	\$1,265.66	\$1,270.21	\$1,284.23
\$1,733.85	\$1,768.65	\$1,824.23	\$1,829.47	\$1,857.09	\$1,864.04	\$1,870.71	\$1,883.37	\$1,931.53	\$1,949.80	\$1,956.81	\$1,978.41
\$1,125.48	\$1,148.07	\$1,184.15	\$1,187.55	\$1,205.48	\$1,209.99	\$1,214.32	\$1,222.54	\$1,253.80	\$1,265.66	\$1,270.21	\$1,284.23
\$1,733.85	\$1,768.65	\$1,824.23	\$1,829.47	\$1,857.09	\$1,864.04	\$1,870.71	\$1,883.37	\$1,931.53	\$1,949.80	\$1,956.81	\$1,978.41
\$608.37	\$620.58	\$640.08	\$641.92	\$651.61	\$654.05	\$656.39	\$660.83	\$677.73	\$684.14	\$686.60	\$694.18
\$1,125.48	\$1,148.07	\$1,184.15	\$1,187.55	\$1,205.48	\$1,209.99	\$1,214.32	\$1,222.54	\$1,253.80	\$1,265.66	\$1,270.21	\$1,284.23
\$30,692.19	\$31,308.21	\$32,292.07	\$32,384.83	\$32,873.75	\$32,996.78	\$33,114.85	\$33,338.95	\$34,191.47	\$34,514.88	\$34,638.97	\$35,021.33

Appendix

Appendix A: Employee enrollment detail and rates (continued)

Covered Employee		CE-H5 / NHSA	CE-IX / NHSA	CE-LF / F79L	CE-IW / NHSA	CE-KQ / 849	CE-KS / 849	CE-K9 / 921	CE-IK / NHSB
WILLIAM BEAUPARLANT		\$1,299.77	\$1,306.88	\$1,324.88	\$1,346.17	\$1,378.38	\$1,386.93	\$1,389.20	\$1,422.32
RASHAAN BULLARD		\$702.58	\$706.42	\$716.15	\$727.66	\$745.07	\$749.69	\$750.92	\$768.82
GARTH CHARLES		\$702.58	\$706.42	\$716.15	\$727.66	\$745.07	\$749.69	\$750.92	\$768.82
DAVID CLARK		\$2,002.35	\$2,013.30	\$2,041.03	\$2,073.83	\$2,123.45	\$2,136.62	\$2,140.12	\$2,191.14
TYLER FRANCO		\$702.58	\$706.42	\$716.15	\$727.66	\$745.07	\$749.69	\$750.92	\$768.82
ELLIOTT GARAY		\$1,299.77	\$1,306.88	\$1,324.88	\$1,346.17	\$1,378.38	\$1,386.93	\$1,389.20	\$1,422.32
ROBERT GIANINO		\$2,002.35	\$2,013.30	\$2,041.03	\$2,073.83	\$2,123.45	\$2,136.62	\$2,140.12	\$2,191.14
SHERRY HENDERSON		\$1,299.77	\$1,306.88	\$1,324.88	\$1,346.17	\$1,378.38	\$1,386.93	\$1,389.20	\$1,422.32
BRITTNEY JARBOE		\$1,299.77	\$1,306.88	\$1,324.88	\$1,346.17	\$1,378.38	\$1,386.93	\$1,389.20	\$1,422.32
LODIUS JOSEPH		\$2,002.35	\$2,013.30	\$2,041.03	\$2,073.83	\$2,123.45	\$2,136.62	\$2,140.12	\$2,191.14
STEPHEN KELLY		\$702.58	\$706.42	\$716.15	\$727.66	\$745.07	\$749.69	\$750.92	\$768.82
ANDREW KIRCHOFF		\$2,002.35	\$2,013.30	\$2,041.03	\$2,073.83	\$2,123.45	\$2,136.62	\$2,140.12	\$2,191.14
ROBERT KNAPSTEIN									
LOUIS MASTANDREA		\$2,002.35	\$2,013.30	\$2,041.03	\$2,073.83	\$2,123.45	\$2,136.62	\$2,140.12	\$2,191.14
DANIEL MCGRATH		\$2,002.35	\$2,013.30	\$2,041.03	\$2,073.83	\$2,123.45	\$2,136.62	\$2,140.12	\$2,191.14
ANGELA MUNARETTO		\$702.58	\$706.42	\$716.15	\$727.66	\$745.07	\$749.69	\$750.92	\$768.82
JAMES NOLAN		\$1,405.16	\$1,412.84	\$1,432.30	\$1,455.32	\$1,490.14	\$1,499.38	\$1,501.84	\$1,537.64
ROBERT ONEILL		\$2,002.35	\$2,013.30	\$2,041.03	\$2,073.83	\$2,123.45	\$2,136.62	\$2,140.12	\$2,191.14
AUSTIN POPE		\$702.58	\$706.42	\$716.15	\$727.66	\$745.07	\$749.69	\$750.92	\$768.82
JAMES PUGLIESE		\$2,002.35	\$2,013.30	\$2,041.03	\$2,073.83	\$2,123.45	\$2,136.62	\$2,140.12	\$2,191.14
JUAN RIVERA		\$1,299.77	\$1,306.88	\$1,324.88	\$1,346.17	\$1,378.38	\$1,386.93	\$1,389.20	\$1,422.32
ERWIN STEEL		\$2,002.35	\$2,013.30	\$2,041.03	\$2,073.83	\$2,123.45	\$2,136.62	\$2,140.12	\$2,191.14
MARIA STENGEL		\$1,299.77	\$1,306.88	\$1,324.88	\$1,346.17	\$1,378.38	\$1,386.93	\$1,389.20	\$1,422.32
JAY SZESNAT		\$2,002.35	\$2,013.30	\$2,041.03	\$2,073.83	\$2,123.45	\$2,136.62	\$2,140.12	\$2,191.14
VIRGINIA THOMAS		\$702.58	\$706.42	\$716.15	\$727.66	\$745.07	\$749.69	\$750.92	\$768.82
VIVIAN TORRES		\$1,299.77	\$1,306.88	\$1,324.88	\$1,346.17	\$1,378.38	\$1,386.93	\$1,389.20	\$1,422.32
Total Premium		\$35,445.11	\$35,638.94	\$36,129.81	\$36,710.43	\$37,588.79	\$37,821.92	\$37,883.88	\$38,787.02

											Dental Renewal
CE-KT / 849	CE-KD / 849	CE-H4 / NHSA	CE-KH / 849	CE-K7 / 921	CE-LO / 849	CE-KE / 849	CE-H3 / NHSA	CE-IV / NHSA	CE-KB / 849	CE-J8 / 849	
\$1,435.25	\$1,453.08	\$1,456.41	\$1,502.92	\$1,530.17	\$1,540.22	\$1,541.99	\$1,595.14	\$1,692.01	\$1,883.91	\$1,977.45	\$63.01
\$775.81	\$785.45	\$787.25	\$812.39	\$827.12	\$832.55	\$833.51	\$862.24	\$914.60	\$1,018.33	\$1,068.89	\$31.22
\$775.81	\$785.45	\$787.25	\$812.39	\$827.12	\$832.55	\$833.51	\$862.24	\$914.60	\$1,018.33	\$1,068.89	\$31.22
\$2,211.06	\$2,238.53	\$2,243.66	\$2,315.31	\$2,357.29	\$2,372.77	\$2,375.50	\$2,457.38	\$2,606.61	\$2,902.24	\$3,046.34	\$97.14
\$775.81	\$785.45	\$787.25	\$812.39	\$827.12	\$832.55	\$833.51	\$862.24	\$914.60	\$1,018.33	\$1,068.89	\$31.22
\$1,435.25	\$1,453.08	\$1,456.41	\$1,502.92	\$1,530.17	\$1,540.22	\$1,541.99	\$1,595.14	\$1,692.01	\$1,883.91	\$1,977.45	\$63.01
\$2,211.06	\$2,238.53	\$2,243.66	\$2,315.31	\$2,357.29	\$2,372.77	\$2,375.50	\$2,457.38	\$2,606.61	\$2,902.24	\$3,046.34	\$97.14
\$1,435.25	\$1,453.08	\$1,456.41	\$1,502.92	\$1,530.17	\$1,540.22	\$1,541.99	\$1,595.14	\$1,692.01	\$1,883.91	\$1,977.45	\$63.01
\$1,435.25	\$1,453.08	\$1,456.41	\$1,502.92	\$1,530.17	\$1,540.22	\$1,541.99	\$1,595.14	\$1,692.01	\$1,883.91	\$1,977.45	\$63.01
\$2,211.06	\$2,238.53	\$2,243.66	\$2,315.31	\$2,357.29	\$2,372.77	\$2,375.50	\$2,457.38	\$2,606.61	\$2,902.24	\$3,046.34	\$97.14
\$775.81	\$785.45	\$787.25	\$812.39	\$827.12	\$832.55	\$833.51	\$862.24	\$914.60	\$1,018.33	\$1,068.89	\$31.22
\$2,211.06	\$2,238.53	\$2,243.66	\$2,315.31	\$2,357.29	\$2,372.77	\$2,375.50	\$2,457.38	\$2,606.61	\$2,902.24	\$3,046.34	\$97.14
											\$31.22
\$2,211.06	\$2,238.53	\$2,243.66	\$2,315.31	\$2,357.29	\$2,372.77	\$2,375.50	\$2,457.38	\$2,606.61	\$2,902.24	\$3,046.34	\$97.14
\$2,211.06	\$2,238.53	\$2,243.66	\$2,315.31	\$2,357.29	\$2,372.77	\$2,375.50	\$2,457.38	\$2,606.61	\$2,902.24	\$3,046.34	\$97.14
\$775.81	\$785.45	\$787.25	\$812.39	\$827.12	\$832.55	\$833.51	\$862.24	\$914.60	\$1,018.33	\$1,068.89	\$31.22
\$1,551.62	\$1,570.90	\$1,574.50	\$1,624.78	\$1,654.24	\$1,665.10	\$1,667.02	\$1,724.48	\$1,829.20	\$2,036.66	\$2,137.78	\$62.44
\$2,211.06	\$2,238.53	\$2,243.66	\$2,315.31	\$2,357.29	\$2,372.77	\$2,375.50	\$2,457.38	\$2,606.61	\$2,902.24	\$3,046.34	\$97.14
\$775.81	\$785.45	\$787.25	\$812.39	\$827.12	\$832.55	\$833.51	\$862.24	\$914.60	\$1,018.33	\$1,068.89	\$31.22
\$2,211.06	\$2,238.53	\$2,243.66	\$2,315.31	\$2,357.29	\$2,372.77	\$2,375.50	\$2,457.38	\$2,606.61	\$2,902.24	\$3,046.34	\$97.14
\$1,435.25	\$1,453.08	\$1,456.41	\$1,502.92	\$1,530.17	\$1,540.22	\$1,541.99	\$1,595.14	\$1,692.01	\$1,883.91	\$1,977.45	\$63.01
\$2,211.06	\$2,238.53	\$2,243.66	\$2,315.31	\$2,357.29	\$2,372.77	\$2,375.50	\$2,457.38	\$2,606.61	\$2,902.24	\$3,046.34	\$97.14
\$1,435.25	\$1,453.08	\$1,456.41	\$1,502.92	\$1,530.17	\$1,540.22	\$1,541.99	\$1,595.14	\$1,692.01	\$1,883.91	\$1,977.45	\$63.01
\$2,211.06	\$2,238.53	\$2,243.66	\$2,315.31	\$2,357.29	\$2,372.77	\$2,375.50	\$2,457.38	\$2,606.61	\$2,902.24	\$3,046.34	\$97.14
\$775.81	\$785.45	\$787.25	\$812.39	\$827.12	\$832.55	\$833.51	\$862.24	\$914.60	\$1,018.33	\$1,068.89	\$31.22
\$1,435.25	\$1,453.08	\$1,456.41	\$1,502.92	\$1,530.17	\$1,540.22	\$1,541.99	\$1,595.14	\$1,692.01	\$1,883.91	\$1,977.45	\$63.01
\$39,139.64	\$39,625.91	\$39,716.72	\$40,985.05	\$41,728.17	\$42,002.19	\$42,050.52	\$43,499.94	\$46,141.57	\$51,374.74	\$53,925.56	\$1,724.67

Appendix

Appendix A: Employee enrollment detail and rates (continued)

Covered Employee	Vision Renewal
WILLIAM BEAUPARLANT	\$10.20
RASHAAN BULLARD	\$4.13
GARTH CHARLES	\$4.13
DAVID CLARK	\$15.03
TYLER FRANCO	\$4.13
ELLIOTT GARAY	\$10.20
ROBERT GIANINO	\$15.03
SHERRY HENDERSON	\$10.20
BRITTNEY JARBOE	\$10.20
LODIUS JOSEPH	\$15.03
STEPHEN KELLY	\$4.13
ANDREW KIRCHOFF	\$15.03
ROBERT KNAPSTEIN	\$4.13
LOUIS MASTANDREA	\$15.03
DANIEL MCGRATH	\$15.03
ANGELA MUNARETTO	\$4.13
JAMES NOLAN	\$8.68
ROBERT ONEILL	\$15.03
AUSTIN POPE	\$4.13
JAMES PUGLIESE	\$15.03
JUAN RIVERA	\$10.20
ERWIN STEEL	\$15.03
MARIA STENGEL	\$10.20
JAY SZESNAT	\$15.03
VIRGINIA THOMAS	\$4.13
VIVIAN TORRES	\$10.20
Total Premium	\$263.42

Appendix

Appendix B: Composite rates

Current Rates

	Employee Only (# enrolled / rate)	Employee + Spouse (# enrolled / rate)	Employee + Child (# enrolled / rate)	Employee + Family (# enrolled / rate)	Monthly Medical Premium			
BQ-69 / RX310	7/ \$821.15	1/ \$1,642.30	7/ \$1,519.13	10/ \$2,340.28	\$41,427.06			

Renewal Rates

	Employee Only (# enrolled / rate)	Employee + Spouse (# enrolled / rate)	Employee + Child (# enrolled / rate)	Employee + Family (# enrolled / rate)	Monthly Medical Premium			
CE-KJ / RX849	7/ \$797.63	1/ \$1,595.26	7/ \$1,475.62	10/ \$2,273.25	\$40,240.51			

SFL_2021_MCP03 / FL829

	Employee Only	Employee + Spouse	Employee + Child	Employee + Family	Monthly Medical Premium			
CE-JV / RXNHSL	\$468.15	\$936.30	\$866.08	\$1,334.23	\$23,618.21			
CE-IQ / RXNHSL	\$510.84	\$1,021.68	\$945.05	\$1,455.89	\$25,771.81			
CE-II / RXNHTL	\$514.57	\$1,029.14	\$951.95	\$1,466.52	\$25,959.98			
CE-IR / RXNHTL	\$528.91	\$1,057.82	\$978.48	\$1,507.39	\$26,683.45			
CE-IB / RXNHTL	\$532.42	\$1,064.84	\$984.98	\$1,517.40	\$26,860.64			
CE-IF / RXNHTL	\$550.84	\$1,101.68	\$1,019.05	\$1,569.89	\$27,789.81			
CE-JZ / RXNHTL	\$559.36	\$1,118.72	\$1,034.82	\$1,594.18	\$28,219.78			
CE-IG / RXNHTL	\$579.52	\$1,159.04	\$1,072.11	\$1,651.63	\$29,236.75			
CE-LI / RXF77L	\$608.37	\$1,216.74	\$1,125.48	\$1,733.85	\$30,692.19			
BQ-4I / RXNHSA	\$620.58	\$1,241.16	\$1,148.07	\$1,768.65	\$31,308.21			
CE-KW / RXF78L	\$640.08	\$1,280.16	\$1,184.15	\$1,824.23	\$32,292.07			
CE-JN / RXNHTL	\$641.92	\$1,283.84	\$1,187.55	\$1,829.47	\$32,384.83			
CE-IC / RXNHSA	\$651.61	\$1,303.22	\$1,205.48	\$1,857.09	\$32,873.75			
CE-IN / RXNHSA	\$654.05	\$1,308.10	\$1,209.99	\$1,864.04	\$32,996.78			
CE-H9 / RXNHSA	\$656.39	\$1,312.78	\$1,214.32	\$1,870.71	\$33,114.85			
CE-JH / RXNHSA	\$660.83	\$1,321.66	\$1,222.54	\$1,883.37	\$33,338.95			
CE-H6 / RXNHSA	\$677.73	\$1,355.46	\$1,253.80	\$1,931.53	\$34,191.47			
CE-H7 / RXNHSA	\$684.14	\$1,368.28	\$1,265.66	\$1,949.80	\$34,514.88			
CE-JF / RXNHSA	\$686.60	\$1,373.20	\$1,270.21	\$1,956.81	\$34,638.97			
CE-H8 / RXNHSA	\$694.18	\$1,388.36	\$1,284.23	\$1,978.41	\$35,021.33			
CE-H5 / RXNHSA	\$702.58	\$1,405.16	\$1,299.77	\$2,002.35	\$35,445.11			
CE-IX / RXNHSA	\$706.42	\$1,412.84	\$1,306.88	\$2,013.30	\$35,638.94			

Appendix

Appendix B: Composite rates

SFL_2021_MCP03/FL829 (continued)								
	Employee Only	Employee + Spouse	Employee + Child	Employee + Family	Monthly Medical Premium			
CE-LF / RXF79L	\$716.15	\$1,432.30	\$1,324.88	\$2,041.03	\$36,129.81			
CE-IW / RXNHSA	\$727.66	\$1,455.32	\$1,346.17	\$2,073.83	\$36,710.43			
CE-KQ / RX849	\$745.07	\$1,490.14	\$1,378.38	\$2,123.45	\$37,588.79			
CE-KS / RX849	\$749.69	\$1,499.38	\$1,386.93	\$2,136.62	\$37,821.92			
CE-K9 / RX921	\$750.92	\$1,501.84	\$1,389.20	\$2,140.12	\$37,883.88			
CE-IK / RXNHSA	\$768.82	\$1,537.64	\$1,422.32	\$2,191.14	\$38,787.02			
CE-KT / RX849	\$775.81	\$1,551.62	\$1,435.25	\$2,211.06	\$39,139.64			
CE-KD / RX849	\$785.45	\$1,570.90	\$1,453.08	\$2,238.53	\$39,625.91			
CE-H4 / RXNHSA	\$787.25	\$1,574.50	\$1,456.41	\$2,243.66	\$39,716.72			
CE-KH / RX849	\$812.39	\$1,624.78	\$1,502.92	\$2,315.31	\$40,985.05			
CE-K7 / RX921	\$827.12	\$1,654.24	\$1,530.17	\$2,357.29	\$41,728.17			
CE-LO / RX849	\$832.55	\$1,665.10	\$1,540.22	\$2,372.77	\$42,002.19			
CE-KE / RX849	\$833.51	\$1,667.02	\$1,541.99	\$2,375.50	\$42,050.52			
CE-H3 / RXNHSA	\$862.24	\$1,724.48	\$1,595.14	\$2,457.38	\$43,499.94			
CE-IV / RXNHSA	\$914.60	\$1,829.20	\$1,692.01	\$2,606.61	\$46,141.57			
CE-KB / RX849	\$1,018.33	\$2,036.66	\$1,883.91	\$2,902.24	\$51,374.74			
CE-J8 / RX849	\$1,068.89	\$2,137.78	\$1,977.45	\$3,046.34	\$53,925.56			



Contact your broker or UnitedHealthcare representative for more information.

Real Appeal®

Help your employees feel their best through this FREE weight loss program.

The Real Appeal weight loss program helps employees lose weight and prevent weight related health conditions such as diabetes and cardiovascular disease. The program includes a Success Kit, which contains everything employees need to help kick-start their weight loss, plus weekly online group classes, digital tools and dashboards, and one year with a personal Transformation Coach who customizes the program to fit their needs. 82 percent of participants who attend just four sessions lose weight with an average of 10 pounds lost.* Your employees will learn simple steps to help them achieve their weight loss goals, which may translate to a happier, healthier workforce.

Not available in all plans. Contact your UnitedHealthcare sales representative for availability.

*UnitedHealthcare Book of Business; September '15 – May '16.

UnitedHealthcare EDGE®

UnitedHealthcare EDGE was developed with the small business owner in mind. EDGE not only helps your employees connect with care provided by physicians designated for meeting quality and cost efficiency measures*, but it can also lower your monthly premiums.

A “one size fits all” approach does little to meet the unique needs of your business. We’ve taken your input and developed an EDGE product suite that delivers just what your small business needs. We identify specialists who meet or exceed quality standards established by professional societies such as the American College of Cardiology and the American Academy of Orthopaedic Surgeons and who meet local market benchmarks for providing cost-efficient care. Your employees are rewarded with increased benefits in the form of reduced co-pays and increased co-insurance when they receive care from these physicians. And, you can lower your monthly premiums.

*UnitedHealth Premium® designation program is an information resource to help our members choose a physician. It may be used as one of many factors members consider when choosing the physicians from whom they receive care. As with any performance assessment.

Employer eServices®

Simplify your life and your benefits administration with Employer eServices.

Download important documents, including your Administrative Guide and Certificate of Coverage, and manage virtually every aspect of your benefits administration – enrollment, eligibility changes, billing and payment – online and in real-time at **employereservices.com**.

Information about HRA/HSA Contribution Requirements under the Affordable Care Act (ACA)

Our goal is to help you understand how the contributions you make to your employees' HSAs and integrated HRAs can affect the actuarial value of your health plan. Under the Affordable Care Act (ACA), plan sponsors are required to offer health coverage to their employees that falls within one of four metallic levels of coverage. Each metallic level has its own range of permitted actuarial values. UnitedHealthcare, as a health insurance issuer, is also obligated to only offer health coverage that falls within the four metallic levels.

It is important to understand that the amount of the contributions that you make to your employees' HSAs or integrated HRAs have an impact on the actuarial value of every plan design we offer to you. Further, with respect to an integrated HRA, the available contribution ranges shown in this proposal/renewal packet are specific to the particular type of HRA (Standard or Select, see definitions below) we have available in your market. We will gladly work with you to make sure you understand the HRA plans available in your market.

Why this is important

Making sure that the employer contribution to HSAs or HRAs fall into the designated dollar amount ranges helps ensure that your plan meets the actuarial value for the metallic level of coverage you have elected for your health plan offering and that you maintain compliance with the requirements of the ACA. Failing to make the contributions as indicated may mean that your selected plan falls below the actuarial value for the metallic level while funding at an amount above may mean the actuarial value for the metallic level has been exceeded. In either circumstance your plan will not be compliant with the requirements of the ACA.

We are offering you the plan you have chosen for your employees based on the understanding that your contributions to your employees' HSA or HRA will be made as set forth in the proposal for new customers or, for existing customers, in the renewal plan documents. In addition, contributions must be available to employees on the first day of the plan year.

If you do not intend to make the contributions or intend to change the amount or timing of the contributions, it may mean that your plans will not fall within the appropriate metallic level and thus may not be compliant with the ACA. We want to ensure that does not happen so are asking that you please contact your UnitedHealthcare representative to let them know of any changes to your plan or to the amount and/or timing of the HSA/HRA contributions you intend to make.

Please take these steps to ensure compliance

1. If you are a new customer, please review the contribution amounts for the plan you have selected. These amounts are shown in your final proposal from UnitedHealthcare. If you are an existing customer, please review the contribution amounts that are shown in your renewal plan documents. If you do not have the appropriate document, please contact your UnitedHealthcare representative, who can provide the information to you.
2. Please make the required HSA/HRA contribution so that it is available on the first day of the plan year.
3. For HRA plans, please ensure that your HRA plan design is such that HRA amounts may only be used to reimburse employees for cost sharing amounts under your plan.
4. Please note your HRA must adhere to the UnitedHealthcare HRA Standard or Select product design available in your market. (See description below.)
5. Please inform us at least 30 days in advance of any plan changes to your plan.

We are committed to ensuring the ACA is implemented successfully and that you, as our customer, know the necessary actions to take. We are here to help you throughout this process, so if you have questions please contact your UnitedHealthcare representative.



UnitedHealthcare Standard HRA plans are available in Alabama, Arizona, Arkansas, Connecticut, Delaware, Florida, Georgia, Idaho, Louisiana, Maine, Maryland, Massachusetts, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Virginia, Washington, and West Virginia. Standard HRAs (also known as first dollar HRAs) are designed to pay 100% of the initial claims until the HRA is depleted. The member is then responsible for payment of additional claims until the deductible is satisfied. The maximum HRA contribution amount is equal to 50% of the deductible.

UnitedHealthcare Select HRA plans are available in California, Colorado, Iowa, Illinois, Indiana, Kansas, Kentucky, Michigan, Missouri, New Mexico, Ohio, Oklahoma, Oregon, Texas, Wisconsin and Wyoming, as Shared or Split. Shared HRA plans pay a percentage of first dollar qualifying expenses up to the HRA contribution limit. The employee is responsible for the remaining percentage of first dollar qualifying expenses. Split Deductible HRA (also called second dollar) plans are designed so the employee is responsible for the first 50% of expenses applying to the deductible; then the Employer funded HRA pays for subsequent qualifying expenses up to the HRA contribution limit. The maximum Employer HRA funding for both Shared and Split Deductible is equal to 50% of the deductible.

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Florida EPO Plan Disclosure

If you are purchasing one of our EPO Choice Plans, please be advised that state law requires that we obtain a signed and dated confirmation from you that you have received and understand the following. Your signature at the bottom of the Coverage Request Form included in this renewal packet verifies that you have read and understand this information.

Physicians and Providers

Our physicians and providers addresses and phone numbers can be found at our website <http://www.uhc.com>.

Coinsurance, Deductible, Limitations, Exclusions

The Benefit Summary provided to you by your agent highlights your benefits and provides coinsurance, deductible, limitation and exclusion information for the plan you have selected. Please review in its entirety.

Emergency Health Services

Emergency Health Services required to stabilize or initiate treatment, received on an outpatient basis at a Hospital or Alternate Facility are covered.

Physician and Provider Referrals

Our EPO Choice Plans give plan members the freedom to see any doctor in the UnitedHealthcare Choice network, including specialists, without a referral.

Grievance Rights

Full grievance rights in accordance with the law are provided under our EPO Choice Plans.

Quality Improvement Program

The purpose of our Quality Improvement Program is to promote appropriate and timely access to health care services for our enrollees. Our efforts focus primarily on care management through care coordination activities that may include health education, pre-admission counseling and patient advocacy.

We encourage you to read your Certificate of Coverage and any attached Riders and/or Amendments carefully and call us if you have questions. We also encourage you to keep your Certificate of Coverage and all attachments in a safe place for future reference.

Insurance coverage provided by or through United HealthCare Insurance Company.

Administrative services provided by United HealthCare Insurance Company, United HealthCare Services, Inc. or their affiliates.



Provide employees with a program that encourages lasting weight loss.

Nearly 7 out of 10 adults are considered overweight or obese.¹ Health care costs directly related to excess pounds are estimated at \$190 billion per year and will continue to rise.² Real Appeal® is working to reverse this trend, with tools and support to help employees lose weight and prevent weight-related health conditions. **Real Appeal is provided at no additional cost to eligible employees as part of their medical benefit plan.**

Steps that may help lead to successful transformation.

Real Appeal is designed to help motivate your employees to improve their health and reduce their risk of developing costly, chronic conditions like cardiovascular disease and diabetes. The program combines clinically proven science with engaging content that teaches employees how to eat healthier and be active, without turning their lives upside down, to help them achieve and maintain their weight-loss goals.



Real Appeal yields real success.

620k+

registered participants.³

80%

of participants lost weight.⁴

42%

lost 5 percent or more in body weight.⁴

10 pounds

of weight lost per person (on average).⁴

¹ The Journal of the American Medical Association; "Trends in Obesity Among Adults in the United States"; June 2016.

² American Heart Association; "Understanding the American Obesity Epidemic"; 2017.

³ UnitedHealthcare book of business; results through March 2019: Cohort represents participants at risk, in program 26+ weeks, attending 9+ ILIs (N > 50,000).

⁴ UnitedHealthcare book of business, 2018 results through December 2018: Cohort represents participants at risk, in program 26+ weeks, attending 9+ ILIs (N > 50,000).

Real Appeal includes:

1 A Success Kit.

After attending their first group coaching session, employees receive a Success Kit with tools to help them kick-start their weight loss. The kit includes:

- Nutrition guide with recipes
- Fitness guide
- Portion plate
- 12 fitness DVDs
- Electronic food scale
- Resistance bands
- Digital weight scale

Employees will also receive a personal blender during week 8 of the program—before the class on healthy smoothie options.



2 A personalized Transformation Coach.

Coaches guide employees through the program step-by-step, customizing it to help fit their needs, personal preferences, goals and medical history.

3 24/7 online support and mobile app.

Staying accountable to goals may be easier than ever.

- Customizable food, activity, weight and goal trackers.
- Unlimited access to digital content.
- Success group support, which lets employees chat with others who are doing the Real Appeal program.
- An online TV show that is fun, engaging and helps employees learn new ways to be healthier.

Why Real Appeal works.

Real Appeal is guided by a Clinical Advisory Board of obesity, nutrition and behavior-change experts that create customized content to help keep your employees engaged throughout their weight-loss journey. Your employees will learn steps to help with long-term transformation, which may translate to a happier, healthier workforce.



To learn more, contact your
UnitedHealthcare representative.

How to implement Real Appeal.

We provide resources to promote Real Appeal to your employees. Just follow these 3 steps to get started:



1. Create an account.

Go to engage.realappeal.com. Here, you'll choose a username and password, provide contact information and fill out a company profile to match with your eligibility file from your policyholder number.



2. Choose a launch date.

This will be the date of your first email to employees.



3. Configure your launch email.

Choose an email sender and upload email addresses.



Real Appeal is a voluntary weight loss program that is offered to eligible UnitedHealthcare members and dependents who are 18 years of age or older as part of their benefit plan. The information provided under this program is for general informational purposes only and is not intended to be nor should be construed as medical and/or nutritional advice. Participants should consult an appropriate health care professional to determine what may be right for them. Results will vary. Any items/tools that are provided may be taxable and participants should consult an appropriate tax professional to determine any tax obligations they may have from receiving items/tools under the program.

All trademarks are the property of their respective owners.

Insurance coverage provided by or through UnitedHealthcare Insurance Company or its affiliates.

Facebook.com/UnitedHealthcare Twitter.com/UHC Instagram.com/UnitedHealthcare YouTube.com/UnitedHealthcare

8331655.1 4/19 ©2019 United HealthCare Services, Inc. 19-11977



Certificate of Coverage summary for UnitedHealthcare.

For plans with up to 50 employees renewing Jan. 1, 2021, and after.

Medical benefit coverage overview.

The following is a high level summary of the Certificate of Coverage (COC) changes for groups renewing Jan. 1, 2021, and after. The benefit information provided represents UnitedHealthcare national standards. State-specific regulations will always override these benefit standards.

Note:

This summary applies only to employers who have already implemented Affordable Care Act (ACA)-compliant benefit plans.

Topic	Summary of Benefit Changes for 2021
New Benefit Changes	- Benefits are provided for enteral formulas and low protein modified food products, administered either orally or by tube feeding as the primary source of nutrition, for certain conditions which require specialized nutrients or formulas. The nutrition exclusion for food of any kind, infant formula, and donor breast milk includes standard milk-based formula. - Indwelling urinary catheters and intermittent urinary catheters for incontinence or retention are covered health care services. The following related urological supplies are also covered health care services: urinary drainage bags and insertion trays (kits), anchoring devices, and irrigation tubing sets. - Continuous glucose monitors may also be covered under your outpatient prescription drug rider. - The term “speech aid devices” is replaced with “dedicated speech generating devices” under the DME Orthotics and Supplies covered health care services section. It is also replaced in the exclusion related to devices and computers to help in communication and speech.
Services Requiring Prior Authorization	Removing the in-network member prior authorization language from the Prior Authorization section for the following benefit categories from the Schedule of Benefits. Prior authorization requirements for network providers remain unchanged based on the benefit category and service. - Ambulance Services - Cellular and Gene Therapy - Clinical Trials - Congenital Heart Disease Surgery - Gender Dysphoria - Infertility Services (only included when mandated) - Obesity Surgery (only included when mandated) - Transplantation Services
New Exclusions	- Compounded drugs that contain certain bulk chemicals. Compounded drugs that are available as a similar commercially available pharmaceutical product. - Mental Health Care and Substance-Related and Addictive Disorders section: - Non-Medical Supported 24-Hour Withdrawal Management - High intensity residential care, including American Society of Addiction Medicine (ASAM) criteria, for Covered Persons with substance-related and addictive disorders who are unable to participate in their care due to significant cognitive impairment.

Contact your UnitedHealthcare representative for additional information.

Reform requirements for prior authorization, out-of-network reimbursement and Essential Health Benefits (EHB) may vary by state.

This document is for illustrative purposes only. Actual terms and plan design features may vary. In the event of a conflict between this document and the terms of an individual member's Certificate of Coverage, the Certificate of Coverage prevails.

NOTE: Benefit plan options are based on national standards. State-specific regulations will always override these standards. Contact your UnitedHealthcare representative for more information.

Insurance coverage provided by or through UnitedHealthcare Insurance Company or its affiliates.

**United
Healthcare®**

Glossary

Calendar Year Deductible – The amount the insured (member) must pay before insurance starts paying covered expenses during a one year period, excluding copays, coinsurance, and noncovered expenses. The process of meeting the deductible begins January 1 and begins again each January 1.

Certificate of Coverage – A written document provided to members that sets forth the terms of their health plan. It explains among other things coverage, member cost share obligations, appeal rights and important enrollment information.

Change from current – Percent difference in premium costs based on the current plan's premium.

Coinsurance (in/out) – Portion of covered health care costs that UnitedHealthcare will pay after deductible is met.

Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) – COBRA applies to employers who generally employ 20 or more full-time equivalent employees. It allows employees and dependents who no longer qualify under an employer approved group health plan to continue insurance under the group benefit plan.

Deductible – The amount of covered expenses that the insured (member) must pay before the insurance starts paying covered expenses, excluding copays, coinsurance and noncovered expenses.

Flexible Spending Account (FSA) – The Flexible Spending Account portion of Section 125 allows employee contributions to a dedicated savings account be made on a pre-tax basis.

Health Insurance Portability and Accountability Act (HIPAA) – This law sets standards for the security and privacy of protected health information. In addition, the law makes it easier for individuals to change jobs without the risk of extended waiting periods due to pre-existing conditions.

HRA (Health Reimbursement Account) – An account to which an employer can make contributions that are not taxable to the employee, and which the employee can use to pay for certain covered medical expenses.

HSA (Health Savings Account) – A trust or custodial account that one, if eligible, can establish with a bank, insurance company, or other IRS-approved trustee, to pay for certain covered medical expenses with pre-tax or taxable contributions and/or the employer's nontaxable contributions.

Keep Your Coverage Transitional Relief – Centers for Medicare and Medicaid Services (CMS) guidance allows, but does not require, states to authorize insurers to enable existing small employers to renew their 2013 plans, which do not include all the ACA provisions that are scheduled to take effect on January 1, 2014.

Med/Rx Ded Combined – A plan design in which pharmacy and medical expenses accumulate to the same deductible.

Metallic Levels – A qualified health plan's level of coverage is determined based on the actuarial value of the plan, which is a value that indicates the percentage of health care costs that would be covered by the health plan. A plan must meet one of the four levels of coverage:

Bronze (60%), Silver (70%), Gold (80%) and Platinum (90%).

Monthly medical premium – Amount paid to a carrier for providing coverage under a contract.

Office copays (PCP/Spec) – Fixed dollar amount one must pay directly to a physician at the time they receive certain covered health services. A primary care physician (PCP) is a doctor who is usually trained in pediatrics, internal medicine, obstetrics/gynecology, family practice or general medicine. A specialist (Spec) is a physician who specializes in other areas of medicine. Some medical plans offer different copay amounts for primary care physicians versus specialists.

Out-of-network – Employees and their covered dependents receiving non-network services may have additional financial responsibility beyond any applicable plan deductible, coinsurance amount, and co-payment. This additional financial responsibility will not apply to any out-of-pocket maximum.

Out-of-pocket max – Maximum dollar amount that one pays under the terms of the health plan in a year for covered health services.

Patient Protection and Affordable Care Act (PPACA) – Also referred to as the "Affordable Care Act," begins the implementation of a staged set of rules with an initial effective date of March 23, 2010. The law is intended to increase access to health care for more Americans, and includes many changes that impact the commercial health insurance market, Medicare and Medicaid.

Plan deductible – Fixed dollar amount one must pay for covered services each year before the health plan begins to pay benefits.

Policy Year Deductible – The amount the insured (member) must pay before insurance starts paying covered expenses during a one year period, excluding copays, coinsurance and noncovered expenses. The process of meeting the deductible begins on the effective date of the employer policy and ends a year from that date.

Pre-Tax Premium (PTP) – The PTP Plan allows the employer to deduct employee portions of many employer-sponsored insurance premiums from your employees' paychecks before deductions are taken for FICA, federal, and in most cases, state and local taxes.

Rate – The amount of money per enrollment classification paid to a carrier for medical coverage. Rates are usually charged on a monthly basis.

Renewal Date – The date a contract becomes in force.

Single and Family Benefit Coverage – The benefit coverage for a given group product in which coverage is assigned based on subscriber enrollment type (i.e., employee, employee/spouse, employee/child or children, employee/family).

Subscriber – The person responsible for payment of premiums or whose employment is the basis for eligibility for membership in a health plan.



Insurance coverage provided by or through UnitedHealthcare Insurance Company or its affiliates.

Health Plan coverage provided by or through UnitedHealthcare of Florida, Inc., UnitedHealthcare Insurance Company.

UnitedHealthcare dental coverage underwritten by UnitedHealthcare Insurance Company, located in Hartford, Connecticut, or their affiliates, or UnitedHealthcare of Kentucky. Administrative services provided by Dental Benefit Providers, Inc., Dental Benefit Administrative Services (CA only), United HealthCare Services, Inc. or their affiliates. Plans sold in Texas use policy form number DPOL.06.TX and associated COC form number DCOC.CER.06. Plans sold in Virginia use policy form number DPOL.06.VA with associated COC form number DCOC.CER.06.VA and policy form number DPOL.12.VA with associated COC form number DCOC.CER.12.VA.

Benefits for the UnitedHealthcare dental Select Managed Care plans are provided by or through the following UnitedHealth Group companies: Nevada Pacific Dental, National Pacific Dental, Inc. and Dental Benefit Providers of Illinois, Inc., and UnitedHealthcare of Georgia. Plans sold in Texas use contract form number Select Managed Care.CNT.11.TX and associated EOC form number Select Managed Care.EOC.11.TX. The Select Managed Care plan is underwritten by Dominion Dental Services, Inc. Dominion is licensed as a Limited Health Care Services HMO in Virginia, Pennsylvania and a Dental Plan Organization in Maryland and Delaware. **In CA, benefits for the UnitedHealthcare Dental Select Managed Care/Direct Compensation plans are offered by Dental Benefit Providers of California, Inc. UnitedHealthcare Dental is affiliated with UnitedHealthcare.**

UnitedHealthcare vision coverage provided by or through UnitedHealthcare Insurance Company, located in Hartford, Connecticut, or their affiliates. Administrative services provided by Spectera, Inc., United HealthCare Services, Inc. or their affiliates. Plans sold in Texas use policy form number VPOL.06.TX or VPOL.13.TX and associated COC form number VCOC.INT.06.TX or VCOC.CER.13.TX. Plans sold in Virginia use policy form number VPOL.06.VA or VPOL.13.VA and associated COC form number VCOC.INT.06.VA or VCOC.CER.13.VA.

UnitedHealthcare Life and Disability products are provided by UnitedHealthcare Insurance Company, and certain products in California by Unimerica Life Insurance Company. Life and Disability products are provided on policy forms LASD-POL (05/03) et al. and UHCLD-POL 2/2008 et al., in Texas on forms LASD-POL-TX(05/03) and UHCLD-POL 2/2008-TX, and in Virginia on LASD-POL(05/03) and UHCLD-POL 2/2008. UnitedHealthcare Insurance Company is located in Hartford, CT, and Unimerica Life Insurance Company is located in Milwaukee, WI.

The policies have exclusions, limitations, reductions of benefits, and terms under which the policy may be continued in force or discontinued. For costs and complete details of the coverage, call or write your insurance agent or the company. Some products are not available in all states.

UnitedHealthcare EDGE® plans are only available in states that have implemented the 2007 and 2011 Certificates of Coverage and have the UnitedHealth Premium® designation program.

UnitedHealth Wellness® is a collection of programs and services offered to UnitedHealthcare enrollees to help them stay healthy. It is not an insurance product but is offered to existing enrollees of certain products underwritten or provided by UnitedHealthcare Insurance Company or its affiliates to encourage their participation in wellness programs. Health care professional availability for certain services may be dependent on licensure, scope of practice restrictions or other requirements in the state. Some UnitedHealth Wellness programs and services may not be available in all states or for all group sizes.

The UnitedHealthcare Health Savings Account (HSA) high deductible health plan (HDHP) is designed to comply with IRS requirements so eligible enrollees may open a Health Savings Account with the bank of their choice or through Optum Bank, Member of FDIC. "UnitedHealthcare HSA" refers generally to the UnitedHealthcare HSA product, which includes a HDHP, although at times "UnitedHealthcare HSA" may refer only and specifically to the UnitedHealthcare Health Savings Account, provided in conjunction with Optum Bank and not to the associated HDHP.

UnitedHealthcare's Health Reimbursement Account, or HRA, combines the flexibility of a medical benefit plan with an employer-funded reimbursement account.

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2 **ADOPTED** by the Town Commission of the Town of Hillsboro Beach, Florida this
3 ____ day of _____ 2020.
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7 TOWN OF HILLSBORO BEACH, FLORIDA

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10 _____
11 Deborah L. Tarrant, Mayor
12

13 ATTEST:

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15 _____
16 Sherry D. Henderson, CMC Town Clerk



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Resolution No. 2020-72 Consideration to Approve and Authorize Proper Town Officials to Execute the Second Amendment to PCS Site Agreement Between the Town of Hillsboro Beach and Sprint Spectrum Realty Company, LLC.

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

Agenda Date: November 10, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. RESOLUTION
2. Second Amendment to PCS Site Agreement

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

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TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC Town Clerk

SECOND AMENDMENT TO PCS SITE AGREEMENT

This Second Amendment to PCS Site Agreement (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between Town of Hillsboro Beach, a municipal corporation, ("**Landlord**") and Sprint Spectrum Realty Company, LLC, a limited liability company, ("**Tenant**") (each a "**Party**", or collectively, the "**Parties**").

Landlord and Tenant (or their predecessors-in-interest) entered into that certain PCS Site Agreement dated April 16, 1997, including that certain First Amendment to PCS Site Agreement dated July 31, 2006 (including all amendments, collectively, the "**Lease**") regarding the leased premises ("**Premises**") located at 925 East Sample Road, Pompano Beach, Florida 33064 (the "**Property**").

For good and valuable consideration, Landlord and Tenant agree as follows:

1. Starting on April 16, 2022 (the "**Revised Rent Date**"), Tenant shall pay Landlord annual rent in the amount of Sixty-Eight Thousand 00/100 Dollars (\$68,000.00) per year (the "**Rent**").

Starting on 4/16/2023, Rent shall be adjusted annually by an amount equal to Three percent (3%) over the Rent for the immediately preceding year. This new Rent and Rent adjustment shall supersede and replace any prior rent and rent adjustments.

2. At the expiration of the current term, the Lease shall automatically renew for Five (5) successive renewal terms of five (5) years each (each a "**Renewal Term**"), unless either party specifies to the other party in writing about their intention not to extend the Lease. Notice shall be provided at least thirty (30) days prior to the expiration of the current term or any Renewal Term. The Renewal Term(s) provided in this Amendment shall supersede and replace any future renewal terms as currently defined in the Lease.
3. Tenant may transmit and receive on any frequencies permitted by law.
4. Notwithstanding anything to the contrary in the Lease, Tenant may terminate the Lease without further liability, for any or no reason upon (180) days prior written notice to Landlord.
5. Tenant shall have the right to connect to and otherwise utilize any and all pre-existing utility related equipment, or alternatively, to construct, install, operate, maintain, repair, add, upgrade, remove or replace utility related equipment (collectively, the "**Utility Facilities**") located on or serving the Property, which are either owned by or available to Landlord.

6. Tenant shall be responsible for all utility charges for electricity, or any other utility service used by Tenant on the Premises (the "**Utility Charges**"). Tenant may install separate meters or submeters for the utility usage of Tenant.
7. Tenant shall have the right to assign, or otherwise transfer the Lease, upon Tenant's delivery to Landlord of written notice of any assignment or transfer by Tenant. Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the assignee, or transferee for performance under the Lease. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate. Tenant shall have the right to sublease the Lease without the need for Landlord consent.
8. Tenant reserves the right to update the description of the Premises to reflect any modifications or changes, from time to time during the Term of the Lease.
9. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant:

Sprint Property Services
Sprint Site ID: MI03XC016
Mailstop KSOPHD0101-Z2650
6220Sprint Parkway
Overland Park, Kansas 66251-2650

If to Landlord

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

With a copy to:

Sprint Law Department
Sprint Site ID: MI03XC016
Attn.: Real Estate Attorney
Mailstop KSOPHD0101-Z2020
6220 Sprint Parkway
Overland Park, Kansas 66251-2020

10. Tenant and Landlord will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.

11. Landlord will execute a Memorandum of Agreement at Tenant's request. If the Property is encumbered by a deed, mortgage or other security interest, Landlord will also execute a subordination, non-disturbance and attornment agreement.
12. Any charges payable under the Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date in which the charges were incurred or due; otherwise the same shall be deemed time-barred and be forever waived and released by Landlord.
13. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.
14. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this Amendment will legally bind the Parties to the same extent as originals.
15. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment. Landlord represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Amendment.
16. This Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

LANDLORD:

Town of Hillsboro Beach, a municipal corporation

By: _____

Print Name: _____

Title: _____

Date: _____

TENANT:

Sprint Spectrum Realty Company, LLC, a limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

T-Mobile Contract Attorney, as to form



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: PROCLAMATIONS

Submitting Dept: Town Clerk, Daniela Joseph, Administrative Assistant

Agenda Date: November 10, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: None



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Proclamation To Recognize National School Choice Week January 24-31, 2021

Submitting Dept: Town Clerk, Daniela Joseph, Administrative Assistant

Agenda Date: November 10, 2020

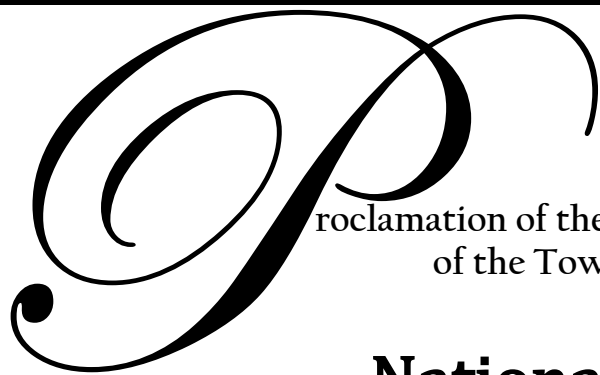
1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Hillsboro Beach School Choice Week Proclamation 2021
 2. proclamation rqst - school choice week



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

National School Choice Week

January 24-30, 2021

Whereas, all children in Hillsboro Beach, should have access to the highest-quality education possible; and

Whereas, Hillsboro Beach recognizes the important role that an effective education plays in preparing all students in Hillsboro Beach/ Broward County to be successful adults; and



Whereas, quality education is critically important to the economic vitality of Hillsboro Beach; and

Whereas, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and

Whereas, Hillsboro Beach/ Broward County has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and

Whereas, National School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options.

Now, Therefore, I, Deborah L. Tarrant, Mayor of the Town of Hillsboro Beach do hereby recognize January 24-30, 2021 as National School Choice Week, and I call this observance to the attention of all our citizens.

In Witness Whereof, I have hereunto set my hand on this 10th November day of 2020 and cause the official seal of the Town of Hillsboro Beach, Florida to be affixed.

TOWN OF HILLSBORO BEACH, FLORIDA

By:

Attested By:

Deborah L. Tarrant
Mayor

(seal)

Sherry D. Henderson, CMC
Town Clerk

From: Deb Tarrant <dtarrant@townofhillsborobeach.com>

Sent: Monday, October 19, 2020 12:35 PM

To: Sherry D. Henderson <shenderson@townofhillsborobeach.com>; mserda@townofhillsborobeach.com

Subject: Fwd: Proclamation Request

Can we please include this proclamation in the Consent Agenda for the November meeting!

Thank you,
Deb

Sent from my iPhone

Begin forwarded message:

From: Proclamations Department <proclamations@schoolchoiceweek.com>

Date: October 19, 2020 at 12:02:27 PM EDT

To: dtarrant@townofhillsborobeach.com

Subject: Proclamation Request

Reply-To: Proclamations Department <proclamations@schoolchoiceweek.com>

Dear Mayor Tarrant:

We are respectfully requesting that you consider joining city and county leaders across the country in officially recognizing January 24 – 30, 2021 as School Choice Week in HILLSBORO BEACH.

Issuing a proclamation provides an opportunity to shine a positive spotlight on the K-12 education options available for children and families in HILLSBORO BEACH.

Last year, more than 550 mayors and county leaders, along with 27 governors, the unanimous United States Senate, and the President, issued proclamations recognizing National School Choice Week.

National School Choice Week is entirely nonpolitical and nonpartisan, and we do not advocate for or against any legislation. Our goal is simply to raise awareness, among parents, of the public and nonpublic K-12 education options available to their children.

Please let me know if you will be able to issue this proclamation and help us raise awareness of the importance of opportunity in education. I greatly appreciate your consideration. We have provided both a Word and .PDF proclamation template on our website at:

<https://schoolchoiceweek.com/proclamations/>

Also, for your convenience, we have provided the suggested proclamation language below.

Best,
Andrew

Andrew Campanella

President

National School Choice Week

www.schoolchoiceweek.com

INSTRUCTIONS

- If you issue a proclamation, please send a .pdf copy of the proclamation to Julie Collier at proclamations@schoolchoiceweek.com, so that we may recognize you for participating.
- If you choose to send a hard copy of an issued proclamation, please send it to: Julie Collier, National School Choice Week, 2140 E Southlake Blvd., Suite L-820 – Southlake, TX 76092.

[Follow on Twitter](#) [Friend on Facebook](#)

National School Choice Week provides an unprecedented opportunity, every January, to shine a spotlight on the need for effective education options for all children. Independently planned by a diverse coalition of individuals, schools and organizations, NSCW features thousands of special events across the country. The Week is a nonpartisan and nonpolitical public awareness effort.

Our mailing address is:

Proclamations Department
2140 E Southlake Blvd, Suite L-820
Southlake, TX 76092

Want to change how you receive these emails?

You can [update your preferences](#) or [unsubscribe from this list](#).

You are subscribed to the National School Choice Week mailing list:

[unsubscribe from this list](#) [update subscription preferences](#)



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Akerman: Invoice #9610445 Services rendered thru 9/30/2020 \$29,692.10

2. Gardner, Bist, Bowden, Bush: Invoice #10008 Services rendered from 9/01/2020 thru 9/30/2020 \$11,341.11

3. Goren, Cherof, Doody & Ezrol P.A.: Invoice #33297 Services rendered from 9/30/2020 thru 10/26/2020 \$2,771.12 (General Matters)

4. Goren, Cherof, Doody & Ezrol P.A. : Invoice #33298 Services rendered thru 10/01/2020 \$68.20 (Deerfield Beach)

5. Goren, Cherof, Doody & Ezrol P.A. : Invoice #33299 Services rendered from 10/01/2020 thru 10/14/2020 \$635.44 (Purchase from Winter Sun Investments LLC)

6. Goren, Cherof, Doody & Ezrol P.A. : Invoice #33300 Services rendered from 9/30/2020 thru 10/09/2020 \$450.00 (adv. State of Florida (Bond Validation 2020))

7. Goren, Cherof, Doody & Ezrol P.A.: Invoice #33301 Services rendered thru 10/01/2020 \$315.00 (adv. David Pratt (Seagrape Revocable Trust) Appeal))

8. Inframark: Invoice #56445 October 2020 \$7,350.12

9. Nabors, Giblin & Nickerson: Invoice #1060 20093 43782 Services rendered from 9/1/2020 thru 9/30/2020 \$9,219.00

10. RMA: Invoice #4258 09/10/2020 \$1,290.00

11. Shutts & Bowen LLP: Invoice #1492422 Services rendered from 9/1/2020 thru 10/6/2020 \$7,050.00

12. Sweetapple, Broeker & Varkas: Invoice #11004 Services rendered from 9/28/2020 thru 10/13/2020 \$850.00

13. Public Financial Management, Inc (PFM): Invoice #112015 Special Assessment Report \$25,000.00

14. Mark E. Raymond: Invoice for Beach Nourishment Land Acquisition Project \$46,853.01

15. RMA: Invoice #4544 Services rendered from 9/01/2020 to 9/30/2020 \$4,525.00

16. CG&A: Invoice # 81199 10/31/2020 \$26,610.58



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

17. LSF: Invoice #20-1031-26 October 2020 \$6,083.87

18. Moffatt & Nichol: Invoice # FB000056 10/30/2020 \$40,038.00

Submitting Dept: Town Clerk, Daniela Joseph, Administrative Assistant

Agenda Date: November 10, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Akerman - Invoice #9610445 Services rendered thru 9-30-2020 \$29,692.10
 2. Nabors, Giblin & Nickerson - Invoice#1060 20093 43782 Services rendered from 9-1-2020 thru 9-30-2020 \$9,219.00
 3. Sweetapple, Broeker & Varkas Invoice #11004 Services rendered from 9-28-2020 thru 10-13-2020 \$850.00
 4. Shutts & Bowen LLP Invoice #1492422 Services rendered from 09-01-2020 thru 10-06-2020 \$7,050.00
 5. Inframark Invoice #56445 October 2020 \$7,350.12
 6. Gardner, Bist, Bowden, Bush Invoice #10008 Services rendered from 09-01-2020 thru 9-30-2020 \$11,341.11
 7. Goren, Cherof, Doody & Ezrol, P.A. Invoice #33297 Services rendered from 9-



TOWN OF HILLSBORO BEACH

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Hillsboro Beach, FL 33062

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- 30-2020 thru 10-26-2020 \$2,771.12 (General Matters)
8. Goren, Cherof, Doody & Ezrol, P.A. Invoice #33298 Services rendered thru 10-01-2020 \$68.20 (Deerfield Beach)
 9. Goren, Cherof, Doody & Ezrol, P.A. Invoice #33299 Services rendered from 10-01-2020 thru 10-14-2020 \$635.44 (Purchase from Winter Sun Investments LL
 10. Goren, Cherof, Doody & Ezrol, P.A. Invoice #33300 Services rendered from 9-30-2020 thru 10-09-2020 \$450.00 (adv. State of Florida (Bond Validation
 11. Goren, Cherof, Doody & Ezrol, P.A. Invoice #33301 Services rendered thru 10-01-2020 \$315.00 (David Pratt (Seagrape Revocable Trust) Appeal)
 12. RMA Invoice #4528 09-10-2020 \$1,290.00
 13. PFM - Public Financial Mgmt Inc (Invoice 112015) \$25,000
 14. Mark E. Raymond - INVOICE (Beach Renourishment Land Acquisition Project)
 15. RMA Invoice # 4544 Services rendered from 09-01-2020 to 09-30-2020 \$4,525.00
 16. CG&A Invoice #81199 10-31-2020 \$26,610.58
 17. LSF Invoice # 20-1031-26 October 2020 \$6,083.87
 18. Moffatt & Nichol Invoice #FB000056 10-30-2020 \$40,038.00



Akerman LLP
Post Office Box 4906
Orlando, FL 32802
Tel: 407.254.2305
Fax: 407.254.3408

Remittance Copy

Invoice Date

October 06, 2020

Invoice No.

9610445

TOWN OF HILLSBORO BEACH, FLORIDA
C/O D.J. DOODY, ESQUIRE
GOREN, CHEROF, DOODY & EZRO, P.A.
3099 E. COMMERCIAL BLVD.
FORT LAUDERDALE, FL 33308

Client Name: **TOWN OF HILLSBORO BEACH, FLORIDA**
Matter Name: **CITY OF DEERFIELD BEACH, FLORIDA**
Matter Number: **0312732**

For professional services rendered through September 30, 2020 as summarized below:

Services	\$27,150.00
Disbursements	<u>\$2,542.10</u>
TOTAL THIS INVOICE	\$29,692.10

To ensure proper credit to the above account, please indicate invoice no. 9610445

Return remittance sheet with payment in US funds.

Wired funds accepted:

Akerman LLP Operating Account

c/o SunTrust Bank, Atlanta, GA

ABA Number: 061000104

Account Number: 0215-252207533

Swift code SNTRUS3A (For International Wires Only)

IRS EIN 59-3117860



Akerman LLP
Post Office Box 4906
Orlando, FL 32802
Tel: 407.254.2305
Fax: 407.254.3408

Invoice Date October 06, 2020
Invoice No. 9610445

TOWN OF HILLSBORO BEACH, FLORIDA
C/O D.J. DOODY, ESQUIRE
GOREN, CHEROF, DOODY & EZRO, P.A.
3099 E. COMMERCIAL BLVD.
FORT LAUDERDALE, FL 33308

Client Name: **TOWN OF HILLSBORO BEACH, FLORIDA**
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Akerman LLP Operating Account

c/o SunTrust Bank, Atlanta, GA

ABA Number: 061000104

Account Number: 0215-252207533

Swift code SNTRUS3A (For International Wires Only)

IRS EIN 59-3117860

074723 TOWN OF HILLSBORO BEACH, FLORIDA
0312732 CITY OF DEERFIELD BEACH, FLORIDA

As of September 30, 2020
Invoice Number 9610445

For Professional Services Rendered.....\$27,150.00

<u>Date</u>	<u>Disbursements</u>	<u>Value</u>
31-Aug-20	EDISCOVERY INTERNAL - Inv 646 August 2020	2,542.10
Total for EDISCOVERY		2,542.10
Total Disbursements		\$2,542.10

TALLAHASSEE
1500 Mahan Drive
Suite 200
Tallahassee, Florida 32308
(850) 224-4070 Tel
(850) 224-4073 Fax

**Nabors
Giblin &
Nickerson** P.A.
ATTORNEYS AT LAW

TAMPA
2502 Rocky Point Drive
Suite 1060
Tampa, Florida 33607
(813) 281-2222 Tel
(813) 281-0129 Fax

PLANTATION
8201 Peters Road
Suite 1000
Plantation, Florida 33324
(954) 315-0268 Tel

October 5, 2020

Donald J. Doody, Town Attorney
Town of Hillsboro Beach
Goren, Cherof, Doffy & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

Re: Town of Hillsboro Beach v State of Florida, et al
CACE 20-003859 (Appeal to the Florida Supreme Court)
Our File No. 1060-20093

Dear Mr. Doody:

Enclosed is our Statement for legal services rendered and expenses incurred in the above matter through September 30, 2020.

If you have any questions, please feel free to call me.

Sincerely,

Gregory T. Stewart

Gregory T. Stewart

GTS:cl
Enclosure

Nabors Giblin & Nickerson P.A.

ATTORNEYS AT LAW

Post Office Box 11008
Tallahassee, Florida 32302
Telephone: (850) 224-4070

September 30, 2020

Bill through 09/30/2020

Invoice# 1060 20093 43782 GTS

Donald J. Doody, Town Attorney
Town of Hillsboro Beach
Goren, Cherof, Doffy & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

Re: Town of Hillsboro Beach v State of Florida, et al
CACE 20-003859 (Appeal to the Florida Supreme Court)

<u>PROFESSIONAL SERVICES</u>			<u>Hours</u>	<u>Amount</u>
09/01/2020	GTS	Work on Initial Brief.	1.30	\$390.00
09/02/2020	GTS	Work on Initial Brief and Appendix; communication with DJ Doody and Mark Raymond; communication with Liz Ellis.	2.30	\$690.00
09/02/2020	EAD	Review and make revisions to draft Initial Brief.	1.80	\$540.00
09/02/2020	EDE	Review and make revisions to initial draft of brief.	1.10	\$275.00
09/03/2020	GTS	Review and incorporate comments from Mark Raymond to Initial Brief; communication with Liz Ellis (3); communication with DJ Doody and Mark Raymond with revised draft.	2.30	\$690.00
09/03/2020	EDE	Legal research re: case law involving assessments and land acquisition; Communication with bond counsel (2) re: revisions to initial brief; Review revisions made to initial brief by bond counsel.	2.10	\$525.00
09/04/2020	GTS	Review comments of Mark Raymond; incorporate comments into brief; prepare additional revisions; communication with DJ Doody and Mark Raymond (2); communication with Mark Raymond; work on appendix.	2.60	\$780.00
09/04/2020	EDE	Review additional revisions to initial brief.	0.30	\$75.00

1060	Hillsboro Beach, Town of	Invoice# 43782	Page 2
09/07/2020	GTS	Work on Appendiz Citations; revisions to Initial Brief.	1.50 \$450.00
09/08/2020	GTS	Incorporate comments of DJ Doody; incorporate 3rd set of revisions from Mark Raymond; final revisions and review; work on appendix; communication with working group (3).	4.20 \$1,260.00
09/08/2020	EDE	Legal research re: assessments used to acquire land; Review special act creating Lakeland Downtown Improvement Authority re: determining revenue source for bonds used in case found; Review additional revisions to initial brief.	1.20 \$300.00
09/09/2020	GTS	Final edits to Initial Brief; incorporate comments of counsel; finalize appendix; communication with working group.	2.90 \$870.00
09/09/2020	GTS	Telephone call with D J Doody; communication with Mayor Tarrant.	0.40 \$120.00
09/09/2020	EDE	Communication with M. Raymond re: revisions to brief; Review revisions; Revise brief to include correct citations.	0.60 \$150.00
09/10/2020	GTS	Communication with DJ Doody (3); communication with Marc Ginsberg; communication with Carly Schrader; draft memo on appeal steps.	2.20 \$660.00
09/21/2020	GTS	Communication with DJ Doody (2).	0.40 \$120.00
09/22/2020	GTS	Telephone call with DJ Doody; communication with DJ Doody.	0.25 \$75.00
09/24/2020	GTS	Communication with DJ Doody (2).	0.40 \$120.00
09/30/2020	GTS	Review brief in anticipation of executive session; review material on methodology; attend special meeting; attend executive session.	2.50 \$750.00
09/30/2020	GTS	Draft Notice of Voluntary Dismissal of Appeal.	0.60 \$180.00
Total Fees			\$9,020.00

DISBURSEMENTS

09/30/2020	Copying Charges	199.00
09/30/2020	LexisNexis Research Charges	0.00
Total Disbursements		\$199.00

BILLING SUMMARY

Dion, Edward A.	1.80	hrs	300.00	/hr	540.00
Ellis, Elizabeth D	5.30	hrs	250.00	/hr	1,325.00
Stewart, Gregory T.	23.85	hrs	300.00	/hr	7,155.00

TOTAL FEES	\$9,020.00
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TOTAL DISBURSEMENTS	\$199.00
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Total due this invoice	\$9,219.00
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Nabors, Giblin & Nickerson, P.A.
Expense Report

Client Number: 1060
Matter Number: 20093
As of: 9/30/20

Photocopies: 995 @ .20 - Total: \$199.00

Postage: Total \$0.00 See attached for postage details

Sweetapple, Broeker & Varkas

4800 North Federal Highway Suite 306D

Boca Raton, Fl 33431

Phone: 561-392-1230 | Fax: 561-394-6102

Account Statement

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

Previous Balance	\$11,325.00
Current Charges	\$850.00
New Balance	\$12,175.00
Adjustments	\$0.00
Payments	\$0.00
Now Due	\$12,175.00

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: October 13, 2020

Invoice Number: 11004

Invoice Amount: \$850.00

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

Attorney's Fees

9/28/2020	Review and respond re Ganz.	R.S.	.20	\$100.00
9/29/2020	Review and confer Cindy.	R.S.	.30	\$150.00
10/3/2020	Review and conference with Mayor re Special meeting.	R.S.	.20	\$100.00
10/6/2020	Review and attend meeting.	R.S.	1.00	\$500.00
SUBTOTAL:			1.70	\$850.00

Costs

SUBTOTAL:				\$0.00
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Matter Ledgers

9/25/2020	Balance before last invoice			\$5,425.00
9/25/2020	Invoice 10996			\$5,900.00
10/13/2020	Invoice 11004			\$850.00
SUBTOTAL:				\$12,175.00

TOTAL \$850.00

PREVIOUS BALANCE DUE \$11,325.00

CURRENT BALANCE DUE AND OWING \$12,175.00

Attorney's Fees Table

Attorney Name	Billing Units	Attorney Rate	Total
Robert Sweetapple	1.70	\$500.00	\$850.00

SHUTTS & BOWEN LLP

ATTORNEYS AND COUNSELORS AT LAW

200 SOUTH BISCAYNE BOULEVARD, SUITE 4100

MIAMI, FLORIDA 33131

FORT LAUDERDALE (954) 524-5505 • JACKSONVILLE (904) 899 - 9950 • MIAMI (305) 358-6300 • ORLANDO (407) 423-3200

SARASOTA (941) 552-3500 • TALLAHASSEE (850) 521-0600 • TAMPA (813) 229-8900 • WEST PALM BEACH (561) 835-8500

E-mail: billing@shutts.com

RECEIVED
OCT 20 2020

OCT 20 2020

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

October 13, 2020

Atty No.: 0331

Invoice: 1492422

Client: 51416-0001

Re: *City of Deerfield Beach Litigation*

For professional services rendered thru: *October 6, 2020*

Total Service	7,050.00
Total Expense	0.00
Credits Applied	(0.00)
Current Balance Due	7,050.00
<i>Prior Balance Due</i>	<i>2,413.57</i>
Total Balance Due	\$9,463.57

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:	51416-0001-1492422

Terms: DUE UPON RECEIPT.

A 1% per month late payment charge will apply on any unpaid balance over 30 days from date of invoice.

Federal I.D. No. 59-0447122

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

SHUTTS & BOWEN LLP

ATTORNEYS AND COUNSELORS AT LAW

200 SOUTH BISCAYNE BOULEVARD, SUITE 4100
MIAMI, FLORIDA 33131

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

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

October 13, 2020
Atty No.: 0331
Invoice: 1492422

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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

Atty No.: 0331

Invoice: 1492422

— SERVICES RENDERED —

Date	Description	Attorney	Hours
09/01/20	Review correspondence to prepare for and attend calls with team, Mr. Gonzalez, and mediator	JMG	1.10
09/02/20	Prepare for call with mediator regarding settlement	JMG	0.10
09/03/20	Review materials to prepare for call with mediator as to settlement and attend same	JMG	1.60
09/04/20	Telephone conference Mr. Cole, who called me, regarding request for additional mediation; update team as to same	JMG	0.70
09/07/20	Follow up with mediator regarding mediation for remaining items	JMG	0.20
09/08/20	Review Email from cindy.laquidara@akerman.com re: Hillsboro - Deerfield - Mediation Settlement Status-mediation/settlement/privileged communication	JMG	0.10
09/09/20	Attend additional mediation session and post-debriefing session	JMG	1.60
09/11/20	Telephone call with Mayor and lawyers regarding status of settlement and next steps forward; review settlement agreement draft	JMG	1.20
09/14/20	Review latest settlement agreement and provide thoughts to team	JMG	0.20
09/15/20	Review and respond to e-mails as to strategy for modified cap language	JMG	0.10
09/16/20	Review settlement agreement to prepare for shade meeting	JMG	0.10
09/17/20	Assist with settlement	JMG	0.20
09/18/20	Prepare for and attend telephone conference regarding consultant related work on beach studies and presentation	JMG	0.50
09/19/20	Review and respond to mediator as to status of settlement talks	JMG	0.10
09/22/20	Prepare for shade meeting	JMG	0.30
09/23/20	Prepare for and attend Sunshine Meeting and then follow up	JMG	2.10

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

Atty No.: 0331

Invoice: 1492422

— SERVICES RENDERED —

Date	Description	Attorney Hours	
	strategy with Ms. Laquidara		
09/25/20	Review of Deerfield Beach expert witness reports to assist in internal discussions regarding merits of current draft of settlement agreement following renewed concerns by Mayor	JMG	0.80
09/25/20	Call with team regarding Mayor's additional questions as to settlement agreement	JMG	1.70
09/28/20	Review e-mails regarding settlement	JMG	0.10
10/02/20	Review settlement agreement and status	JMG	0.10
10/05/20	Review materials to prepare for Town public meeting to discuss settlement agreement	JMG	0.20
10/06/20	Prepare for and attend Commission meeting to discuss settlement	JMG	1.00
Total Fees for Professional Services:			\$7,050.00

— FEES SUMMARY —

Attorney	Title	Hours	Rate	Total
Goldstein, Joseph M.	Partner	14.10	500.00	7,050.00
Total		14.10		\$7,050.00



INVOICE

Inframark, LLC

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

INVOICE#

#56445

CUSTOMER ID

C1312

PO#**DATE**

10/16/2020

NET TERMS

Net 30

DUE DATE

11/15/2020

BILL TO

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

Services provided for the Month of: October

DESCRIPTION	QTY	UOM	RATE	AMOUNT
Accounting Services for the Month of: October 2020				
Financial Accounting Service 001-532004-51308-5000	1	Ea	7,242.42	7,242.42
Postage 001-541010-51307-5000	1	Ea	96.60	96.60
Storage 001-544025-51307-5000	1	Ea	11.10	11.10
Subtotal				7,350.12

Subtotal

\$7,350.12

Tax

\$0.00

Total Due

\$7,350.12

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

October 5, 2020

In Reference To: Assistance on Beach Nourishment Issues
File No.: 20.2332

Invoice # 10008
\$11,341.11

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
9/1/2020	TJP Call with co-counsel and follow up communications re settlement.	3.00 300.00/hr	900.00
9/2/2020	TJP Prepare for and attend call with mediator. Draft alternative language re release.	4.00 300.00/hr	1,200.00
9/3/2020	TJP Prepare for and attend call with mediator. Draft alternative language re release.	4.00 300.00/hr	1,200.00
9/4/2020	TJP Emails re settlement.	1.00 300.00/hr	300.00
9/8/2020	TJP Emails re settlement.	2.00 300.00/hr	600.00
9/9/2020	TJP Prepare for and attend mediation and follow up calls.	2.00 300.00/hr	600.00
9/10/2020	TJP Emails re settlement.	2.00 300.00/hr	600.00
9/11/2020	TJP Call with Town. Emails re settlement.	2.80 300.00/hr	840.00
9/14/2020	TJP Call with Town. Emails re settlement.	1.00 300.00/hr	300.00
9/16/2020	TJP Emails re settlement.	0.50 300.00/hr	150.00

Town of Hillsboro Beach
20.2332

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		<u>Hrs/Rate</u>	<u>Amount</u>
9/17/2020	TJP Emails re settlement and beach funding.	2.00 300.00/hr	600.00
9/21/2020	TJP Call with Cindy Laquidara re settlement. Prepare for and attend calls with client.	3.00 300.00/hr	900.00
9/22/2020	TJP Prepare for and attend calls re settlement and edit settlement.	2.00 300.00/hr	600.00
9/23/2020	TJP Prepare for and attend calls re settlement and edit settlement.	4.00 300.00/hr	1,200.00
9/24/2020	TJP Calls and emails re settlement.	0.50 300.00/hr	150.00
9/25/2020	TJP Calls and emails re settlement and work on memo re settlement questions. Research permit status.	3.00 300.00/hr	900.00
9/28/2020	TJP Calls and emails re settlement and work on memo re settlement questions.	0.30 300.00/hr	90.00
9/29/2020	TJP Emails re settlement.	0.30 300.00/hr	90.00
9/30/2020	TJP Emails re settlement.	0.30 300.00/hr	90.00
	For professional services rendered	37.70	\$11,310.00
	Additional Charges :		
9/30/2020	Miscellaneous Costs (135) - Conference Calls on 8/20/2020 and 9/1/2020		31.11
	Total additional charges		\$31.11
	Total amount of this bill		\$11,341.11
	Previous balance		\$8,730.00
	Accounts receivable transactions		
9/21/2020	Payment - Check No. 106738		(\$8,730.00)
	Total payments and adjustments		(\$8,730.00)
	Balance due		<u>\$11,341.11</u>

Town of Hillsboro Beach
20.2332

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Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Timothy J. Perry	37.70	300.00	\$11,310.00

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

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1
10/27/2020
ACCOUNT NO: 1182-0606490
STATEMENT NO: 33297

General Matters

			HOURS	
09/30/2020	DJD	Telephone conference call with Town Manager; exchange of e-mails.	0.40	
10/01/2020	DJD	Address agenda items.	0.80	
10/02/2020	DJD	Review agenda; telephone conference call with Town Manager.	0.40	
10/05/2020	DJD	Prepare for Town Commission Meeting; address storm drainage issue.	1.40	
10/06/2020	DJD	Prepare for and attend virtual meeting of Town Commission.	3.60	
10/07/2020	DJD	Prepare Development Order for 1200 Hillsboro Mile; Exchange of emails.	0.80	
10/09/2020	DJD	Prepare for and attend special meeting of Town Commission.	1.30	
10/14/2020	DJD	Review Public Record Request Re: police claim; Address inquiry from County Attorney.	0.40	
10/19/2020	DJD	Telephone conference call with Mayor Tarrant.	0.30	
10/21/2020	DJD	Initial draft of Ordinance; Review subpoena.	1.10	
10/22/2020	DJD	Revisions to proposed ordinance;	0.60	
10/23/2020	DJD	Review emails.	0.40	
10/26/2020	DJD	Address inquiry from Town Manager.	0.30	
		FOR CURRENT SERVICES RENDERED	11.80	2,655.00

	RECAPITULATION			
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
D.J. DOODY		11.80	\$225.00	\$2,655.00

Photocopies	100.10
TOTAL EXPENSES THRU 10/26/2020	100.10

TOWN OF HILLSBORO BEACH

General Matters

Page: 2
10/27/2020
ACCOUNT NO: 1182-0606490
STATEMENT NO: 33297

10/14/2020	Federal Express - Invoice 7-162-28668	16.02
		<u>16.02</u>
	TOTAL ADVANCES THRU 10/26/2020	16.02
	TOTAL CURRENT WORK	2,771.12
	BALANCE DUE	<u>\$2,771.12</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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3099 East Commercial Boulevard
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Telephone (954) 771-4500

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

ACCOUNT NO:
STATEMENT NO:

Page: 1
10/27/2020
1182-1200986
33298

Deerfield Beach

10/01/2020	DJD	Review Settlement Agreement.	HOURS	
			0.30	
		FOR CURRENT SERVICES RENDERED	0.30	67.50
		RECAPITULATION		
	<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	D.J. DOODY	0.30	\$225.00	\$67.50
	Photocopies			0.70
	TOTAL EXPENSES THRU 10/26/2020			0.70
	TOTAL CURRENT WORK			68.20
	BALANCE DUE			\$68.20

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1
10/27/2020
ACCOUNT NO: 1182-1200989
STATEMENT NO: 33299

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

		HOURS	
10/01/2020	DJD Telephone conference call with David Hardin, Esq.	0.40	
10/05/2020	DJD Telephone conference call with David Hardin.	0.30	
10/09/2020	DJD Review Contract; Telephone conference call with David Hardin; Draft correspondence.	1.30	
10/12/2020	DJD Receipt of correspondence Re: deposit.	0.20	
10/14/2020	DJD Process return of deposit.	0.50	
	FOR CURRENT SERVICES RENDERED	2.70	607.50

RECAPITULATION			
TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. DOODY	2.70	\$225.00	\$607.50

Photocopies	12.60
TOTAL EXPENSES THRU 10/26/2020	12.60

10/14/2020	Federal Express - Invoice 7-162-28668	15.34
		15.34
	TOTAL ADVANCES THRU 10/26/2020	15.34
	TOTAL CURRENT WORK	635.44

BALANCE DUE	\$635.44
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AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1
10/27/2020
ACCOUNT NO: 1182-1200991
STATEMENT NO: 33300

adv. State of Florida (Bond Validation 2020)

			HOURS	
09/30/2020	DJD	Attend Shade Session.	1.10	
10/09/2020	DJD	Draft correspondence to Greg Stewart. Initial review of Answer Brief.	0.90	
		FOR CURRENT SERVICES RENDERED	2.00	450.00

	RECAPITULATION			
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>	
D.J. DOODY	2.00	\$225.00	\$450.00	

TOTAL CURRENT WORK 450.00

BALANCE DUE \$450.00



AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Attorneys at Law
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Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1
10/27/2020
ACCOUNT NO: 1182-1200992
STATEMENT NO: 33301

adv. David Pratt (Seagrape Revocable Trust) Appeal

10/01/2020	SMS	Review Reply to Response to Writ	HOURS		
	DJD	Initial review of Reply Brief.			0.40
					1.00
		FOR CURRENT SERVICES RENDERED			1.40
					315.00
		RECAPITULATION			
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	D.J. DOODY		1.00	\$225.00	\$225.00
	SEAN M. SWARTZ		0.40	225.00	90.00
		TOTAL CURRENT WORK			315.00
		BALANCE DUE			\$315.00



AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE



REINVENTING YOUR CITY

INVOICE

Invoice Date: September 10, 2020

Invoice Number: 4528

Invoice Amount: \$1,290.00

Billed To: Town of Hillsboro Beach
Attention: William Serda, Town Manager
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

via email: mserda@townofhillsborobeach.com

Reference: Purchase Order Number: 311814

Task	Contract Amount	Previous Billings	Contract Balance	Amount Due
Water Supply Facilities Plan Update (100% complete)	8,600.00	7,310.00	1,290.00	1,290.00
Total	\$ 8,600.00	7,310.00	1,290.00	1,290.00

Please remit payment to:
Redevelopment Management Associates, LLC or RMA
2302 East Atlantic Boulevard
Pompano Beach, FL 33062



Date	Invoice Number
October 14, 2020	112015
Payment Terms	Due Date
Upon Receipt	October 14, 2020

Bill To: Mac Serda Town of Hillsboro Beach, Florida 1210 Hillsboro Mile Hillsboro Beach, FL 33062 United States of America
--

Company Address: 1735 Market Street 43rd Floor Philadelphia, PA 19103 +1 (215) 567-6100 Federal Tax ID: 81-1642787
--

Remittance Options:**Via ACH (preferred):**

PFM Financial Advisors LLC
Bank Name:M&T Bank
ACH# (ACH): 031302955
Account #: 9865883681

Via Wire:

Bank Name:M&T Bank
ABA# (Wire): 022000046
Account #: 9865883681

Via Mail:

PFM Financial Advisors LLC
P.O. Box 65117
Baltimore, MD 21264-5117
United States of America

RE: Special Assessment Report for Property Acquisition to support beach renourishment & restoration

Professional Fees	\$25,000.00
Total Amount Due	<u>\$25,000.00</u>

ok, per Contract, Approved
Reso 2020-06 (1/7/20)
SL
10-26-20

EXHIBIT B
FEE PROPOSAL

PFM will charge a fixed fee of \$25,000 for the work outlined in Tasks 1 and 2. Such fee will be earned as of the presentation of the final report to the Town. PFM will defer payment of the fee until closing of the bond transaction. However, if the bond transaction does not close by December 31, 2020 the fee will be due and payable. Out of pocket expenses for travel and similar costs will be billed at cost in accordance with State Law.

Exhibit B
From Assessor Metholens Agreement
SL

MARK E. RAYMOND
ATTORNEY AT LAW

8416 MAN O WAR ROAD
PALM BEACH GARDENS, FL 33418
Tel: 561.775.8440
Fax: 561.775.8440
mark.raymond@mraymondlaw.com

October 13, 2020

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

Re: Beach Renourishment Land Acquisition Project

To professional services rendered as bond counsel*.....	\$46,500.00
To costs disbursed**	353.01
	\$46,853.01

*Preparation of resolutions for referendum, preliminary assessment and final assessment and bond authorization; travel to and attend six Commission meetings plus one zoom meeting; review and comment on multiple drafts of assessment methodology; review and comment on agreements with tax collector and property appraiser; prepare validation pleadings; coordinate mailing and publication of statutory notices; review and comment on PFM engagements; multiple emails and phone calls including working group conference calls; participate in validation hearing; review and comment on appeal brief. 93 hours @\$500 (hourly rate per engagement).

** Copies of maps and prints for assessment resolution (\$66.66); 498 miles driven @.575 (\$286.35).

October 13, 2020

Page 2

11/6/19-- prepare referendum resolution; send to DJ; respond to his questions. 2 hours

12/3-- attend Town Commission meeting 5.33 hrs

12/11/19: receive, review and comment- email from Mayor Tarrant to Serda and Bloom; respond to further questions. 0.5 hrs.

12/12/19: phone call with DJ re 12/11 exchanges; 0.25 hr.

12/16/19: conf call with DJ, Mac, Jay Glover and Fishkind. 0.75 hr

12/17/19: attend TC meeting. 3 hours

12/19/19: receive, review and comment PFM engagement contracts. Emails to and from DJ. 2 hours

1/2- prepare and transmit engagement letter. 0.75 hr

1/3/20- call with Mac and DJ re events schedule.; 0.5 hr

1/6/20- prepare and distribute schedule of events for 1/7 TC meeting; 1 hour

1/7/20- prepare and transmit detailed agenda for 1-9-20 working group ("WG") conf call with assignments and timing; 1.5 hour

1/7/20- multiple emails with WG re scheduling call for 1/9/20-- 0.16 hr

1/7/20- attend TC meeting 3.5 hours

1/8/20- receive and review tax rolls from Bloom; 1 hour

1/9 receive, review and respond to preliminary number runs from Jay; 0.75 hr.

1/9 emails from Mac about public comments and project scope 0.25 hr

1/9/20- emails from Bloom re extension from County PA and TC 0.25 hr

1/9/20- WG conf call; 0.75 hr

1/8, 9 + 10/20- prepare draft of initial assessment resolution/exhibits. 10 hours

1/10 receive and review distribution list 0.12 hr

1/15/20; correspond re surveys of project site 0.16 hr

1/15/20- receive review and comment on draft assessment report 5 hours

1/15/20- spent all day working on assessment report 8 hours

October 13, 2020

Page 3

1/15 WG conf call; 0.75 hr

1/15/20- receive and review draft visuals of project. 0.33 hr

1/16/20; conf call w DJ and Mac. 0.5 hr

1/16/20; correspondence re location of public hearing 0.25 hr

1/16/20- prepare and distribute revised initial assessment reso. 2 hours

1/16/20- review assessment report 4 hour

1/16/20- email to Henderson re mailing notice and affidavit. send same. 0.33hr

1/16/20- receive and review email and attachments from Bloom re notices; multiple emails back and forth re same. 0.5 hr

1/16/20- receive and respond to revised assessment methodology 1 hour

1/17/20- receive and respond to questions from inframark re assessments 1 hour

1/17/20- spent all day working on assessment report; 8 hours

1/16 and 17/20- contact county for GIS file of town. Download same. Go to printer and have printed. Coordinate with Serda re him picking up from County also. 2 hours.

1/17/20; correspond with Sun Sentinel re legal ads; transmit and review proofs. 1 hour

1/17/20- draft letter to TC; receive comments from DJ re same. 1 hour

1/21/20 email to Bloom re assessment schedule and not to exceed amount 0.75 hr

1/21/20 attend TC meeting 5.5hrs

1/22/20- receive and review Bloom email re timing and notice requirements; respond. 0.33 hr

1/22/20; correspond with WG re schedule of events and working group calls. 0.33 hr

1/22 receive and review update master assessment report. 1 hour

1/23- receive and review update master assessment report. 1 hour

1/22,23 + 24/20- prepare and distribute draft final assessment reso. 6 hours

1/24 + 25/20 prepare and distribute draft bond authorizing reso. 16 hours

1/27/20; emails w DJ re bond resolution; 0.25 hr

1/27/20 - WG call re assessment methodology 0.75 hr

1/27 receive and respond to multiple questions from Mac 0.25 hr

1/28- receive, review and respond to Mac re Carvin email 0.25 hr

1/29 and 30/20- analysis and comparison of zero assessment properties to 2010 and current tax roll. Email to WG. 6 hours

1/30/20- receive and analyze Bloom report re zero assessments 0.5 hr

2/3 comments from Jay on Bond reso; 0.5 Hr

2/4 attend TC meeting. 4 hrs.

2/5 receive review and respond to Mac re Mayor's website posting; 0.25 hr

2/5 WG conf call 1 hour

2/5/20 -review and respond to inquiry re 1167 Hillsboro Mile. 1 hour

2/11 revised draft bond reso. 1 hour

2/18: analyze and send WG email re assessment report. 2 hours

2/19- receive and review update assessment report. 2 hours

2/20 -- prepare for and attend conf call to discuss above. 1 hour

2/20/20- receive and analyze assessment examples from Bloom. 1 hour

2/20/20- receive and analyze Bloom memo re prepayment of assessment; 1 hour

2/21- review "meeting packet" on TC website for conformity. 0.5 hr

2/24- prepare validation pleadings. 6 hours

2/24 emails with fishkind re 2/25 meeting. 0.16 hr

2/25 transmit pleadings to DJ; emails re same 0.25 hr

2/25-26/20 - emails to bloom/henderson re assessment resos to county. 0.25 hr

2/25 TC meeting 4.5 hrs

2/26/20- WG conf call; follow up with Glover. 0.75 hr

2/27/20- court correspondence. 0.16 hr

2/27- tel call with DJ re Opal Towers; 0.33 hr

2/27-28/20 - email re Opal Towers 0.16 hr

2/27/30- WG emails re opal towers 0.16 hr

2/28/30- emails re paying off 2010 assessment 0.25 hr

2/27-31; multiple emails re Opal Towers. 1 hour

3/2/20- receive, review and respond re objection letter of Ivan Jellinek; 1 hour

3/2/20- correspond with DJ re TC agreement; 0.33 hr

3/2- receive, review and respond to resident question about interest rates 1 hour

3/3 finalize and send BCTC agreement for execution by town; 0.5 hr

3/3; receive court filing. 0.16 hr

3/4 email re S&P 0.16 hr

3/5/20- WG email exchange re non ad valorem tax roll 0.16 hr

3/6/20- multiple emails re order to show cause arrangements; 0.25 hr

3/6- email re validation hearing 0.1 hr

3/7/20- receive, review and respond to inquiry from "Shoreland." 1 hour

3/9/20-- receive, review and comment on agreement with property appraiser 1.5 hours

3/9/20- receive review and comment on engagement with S&P rating agency 1 hour

3/11/20- review defendant's answer to validation complaint. 1 hour

3/11- email from Fishkind re Opal; 0.1 hr

3/11 conf call re S&P; 0.33 hr

3/11/20- email exchange w/ Bloom et all re PA agreement 0.16 hr

3/12- receive and review update methodology re opal towers. Transmit to Bloom; 1 hour

3/12- discussions with Fishind re Opal towers; 0.5 hr

3/16 WG conf call 0.33 hr

3/16; receive court filing. 0.1 hr

October 13, 2020

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3/17/20- receive, review and respond email re motion for extension of time for validation hearing.
0.25 hr

3/20; receive court filing. 0.16 hr..

3/24; receive court filing. 0.16 hr..

3/24: receive and review motions of defendant; 0.33 hr

3/25/20: emails re S&P rating. 0.16 hr.

3/25 receive and review amended answer. 0.37 hr

3/27; receive court filing. 0.16 hr..

3/31- receive and review request for production from defendant. 0.33 hr

3/25 emails re S&P 0.16 hr.

4/1 conf call re S&P letter 0.25 hr

4/7 Attend virtual TC meeting 1 hour

4/10 conf call re Ginsburg issues 0.5 hr

4/15 email about agreements with PA and TC. 0.1 hr

5/27 and 5/28 email to DJ in response to Ginsburg request. 0.5 hr

6/3 review and receive correspondence from disgruntled taxpayer. 0.75 hr

6/5 conf call re above. 1 hour

6/16 call with DJ re validation. 0.33 hr

6/17 zoom meeting re hearing 0.5 hr

6/23 validation hearing. 1 hour

6/25 conf call re above. 0.5 hr

8/24: correspond with Greg Stewart re appeal brief. 0.33 hr

9/2: receive initial draft appeal brief and read. 1.5 hours

9/3: edit appeal brief and transmit to Greg. 4 hours

9/3: receive revised brief and comment 1.5 hours

October 13, 2020

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9/4 receive and comment on third draft brief 1 hour

9/8 complete review of final draft brief. Comments to Stewart. 3 hours

Total time: 168.88 hrs.

Invoice Date:
October 30, 2020

Services from
9/01/20 thru 9/30/20

Invoice Number: 4544
1 of 5



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	9/3/2020 realtor general zoning call	0.25
	zoning question restaurant + hotel parcels	
general	9/22/2020 1177, 1179, 1181, 1183, 1185	0.50
925	9/2/2020 call w/ Joan	0.75
	call with Chapple - code research - email,	
999	9/17/2020 seawall + review survey	0.50
999	9/24/2020 coordinate w/ Chappell, Derrick, code research	0.75
	emails - signage intertor designer code	
1009	9/14/2020 research + coordinate w/ derrick	0.75
1009	9/17/2020 email -signage GC	0.25
	calls/cooordiantion re code version 1994 thru	
1085	9/18/2020 1997 A. Lambert	0.75
1085	9/21/2020 coordinate w/ Sherry	0.25
Time - hrs.		4.75

Site Plan / Variance Rev.

		(hours)
1200 variance	9/4/2020 call with Tim Rowe	0.25
	9/10/2020 pick up	Flat Rate #5
	9/14/2020 review application - research previous variance	0.75
	9/14/2020 coordiante w/ Sherry + Tim Rowe	0.50
	9/15/2020 emails	0.25
	9/17/2020 review files 89134 + 93265	0.50
	9/17/2020 variance code research + research previous variance	0.50
	9/21/2020 email + call with Mac	0.25
	9/21/2020 owner notification, public notice, staff report	3.50
	9/24/2020 emails, coordinate w/ Tim & Sherry electronic file	0.50
	9/25/2020 emails Mayor	0.25
	9/30/2020 call w/ Tim Rowe	0.25
		7.50

Invoice Date:
October 30, 2020

Services from
9/01/20 thru 9/30/20

Invoice Number: 4544
2 of 5



REINVENTING YOUR CITY

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

1160 variance	9/4/2020 emails	0.25
Island House	9/10/2020 calls & email Steve structure	0.25
	9/10/2020 emails w/ Barbara & Sherry	0.25
	9/11/2020 email Barbara continuance	0.25
	9/16/2020 coordinate w/ Nicole + Sherry	0.50
		1.50

Total Site Plan / Variance Review	Time - hrs.	9.00
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Permitting

Address	Date and Description	(hours)
900 Permit # (93158)		
	9/1/2020 pick up file	Flat Rate #1
	9/3/2020 review file	0.50
	9/4/2020 final inspection	1.25
	9/4/2020 drop off	Flat Rate #4
		1.75
923 Permit # 85289 rev 93730		
	9/1/2020 respond to Jeffrery + code research -driveway	0.50
	9/1/2020 respond to landscape email + schedule calls	0.50
	9/3/2020 emails landscaping Mac & DJ	0.25
	9/3/2020 email + calls James Wentzel	0.50
	9/17/2020 call w/ James Wentzel landscape	0.25
	9/21/2020 call w/ James Wentzel landscape	0.25
	9/24/2020 email James Wentzel	0.25
	9/29/2020 coordinate w/ Tammy code change	1.00
		3.50

Invoice Date:
October 30, 2020

Services from
9/01/20 thru 9/30/20

Invoice Number: 4544
3 of 5



REINVENTING YOUR CITY

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

931 Permit # (189544)		
9/9/2020 email + call with Landscape Arch - revision		0.50
9/14/2020 call landscape arch		0.25
9/15/2020 emails Robert Cuchinatta + email lanscape arch		0.50
9/17/2020 email re- changes		0.25
9/18/2020 landscape change email + call w/ Robert C		0.25
		1.75
951 Permit # 93404 rev#119942		
9/1/2020 pick up	Flat Rate #1	
9/2/2020 review		1.00
9/4/2020 drop off	Flat Rate #4	
		1.00
957 Permit # 120689		
9/1/2020 pick up	Flat Rate #1	
9/3/2020 review		2.75
9/4/2020 drop off	Flat Rate #4	
9/25/2020 coordinate w/ engineer comments		0.50
9/30/2020 pick up file- drawings	Flat Rate #12	
		3.25
995 Permit # 93778		
9/1/2020 pick up	Flat Rate #1	
9/2/2020 review		1.00
9/4/2020 drop-off	Flat Rate #4	
9/9/2020 call from GC		0.25
		1.25
1057 Permit # (93702)		
9/1/2020 pick up file	Flat Rate #1	
9/2/2020 review file + final inspection		1.25
9/2/2020 drop off	Flat Rate #2	
		1.25

Invoice Date:
October 30, 2020

Services from
9/01/20 thru 9/30/20

Invoice Number: 4544
4 of 5



REINVENTING YOUR CITY

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

1057 Permit # (120432)		
8/21/2020 call Martin		0.25
		0.25
1105 Permit # (121063)		
9/1/2020 pick up	Flat Rate #1	
9/2/2020 review		2.75
9/9/2020 add tree report to file		1.50
9/12/2020 drop off	Flat Rate #7	
		4.25
1107 Permit # (85186) permit # 1880408-0 dock		
9/2/2020 review file + final inspection		1.25
9/3/2020 drop off file	Flat Rate #3	
9/3/2020 call with Chris B&M Marine		0.25
9/18/2020 call with Chris B&M Marine		0.25
9/21/2020 pick up file	Flat Rate #9	
9/22/2020 coordiante w/ Nicole		0.25
9/24/2020 pick up	Flat Rate #10	
9/25/2020 review (approve)		1.00
9/25/2020 email - call B&M Marine		0.50
9/28/2020 drop off	Flat Rate #11	
		3.50
1159 Permit # (89529) rev 89651-Seabonay		
9/3/2020 call liquor liscence - attorney		0.25
9/4/2020 emails + call + review liscence application		0.75
9/9/2020 emails DJ liquor liscence		0.25
9/10/2020 email Carol liquor liscence		0.25
9/14/2020 emails attorney liquor liscence		0.25
9/16/2020 email Bridget attorney		0.25
9/17/2020 email + call w/ DJ		0.25
9/24/2020 research # of rooms for liscence		0.50
9/30/2020 call w/ Bridget		0.25
		3.00

Invoice Date:
October 30, 2020

Services from
9/01/20 thru 9/30/20

Invoice Number: 4544
5 of 5



REINVENTING YOUR CITY

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

1200 Permit # (93715)

9/10/2020 pick up file - coordinate w/ Nicole	Flat Rate #5	
9/11/2020 review file		0.50
9/12/2020 final inspection		1.25
9/12/2020 drop-off file	Flat Rate #7	
9/14/2020 call from GC		0.25
		2.00

1221 #8A Permit # 121113

9/11/2020 pick up file	Flat Rate #6	
9/12/2020 site visit		1.00
9/13/2020 review		0.75
9/14/2020 drop off	Flat Rate #8	
		1.75

General Planning Hours	4.75
Site Plan / Variance Review Hours	9.00
Permitting Hours	28.50
Total Hours	42.25

Total Hours	42.25
Hourly Rate	100.00
Sub-total Hourly Services	4225.00
Flat Rate Services:	
drop off/pick up at \$25 each	300.00
Total Amount Due	\$ 4,525.00



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 **81199**
Date 10/31/2020

Project **179902 HILLSBORO BEACH BUILDING
CODE**

Billing period through October 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	739,367.33	26,610.58
Total	0.00	739,367.33	26,610.58

Invoice total **26,610.58**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
81199	10/31/2020	26,610.58	26,610.58				
	Total	26,610.58	26,610.58	0.00	0.00	0.00	0.00



The Town of Hillsboro Beach All Fees Collected

Start Date: 10/1/2020
End Date: 10/31/2020

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	\$30,365.39	\$4,554.81	\$3,800.00	\$1,237.50	\$800.00	\$25,810.58	\$489.12	\$372.15	\$271.48
YTD	\$30,365.39	\$4,554.81	\$3,800.00	\$1,237.50	\$800.00	\$25,810.58	\$489.12	\$372.15	\$271.48



Invoice Date: 10/31/2020
Date Invoice Submitted: 11/2/2020
Invoice #: 20-1031-26
Account: 32-TOWNH

TO: TOWN OF HILLSBORO BEACH
1210 Hillshoro Mile
Hillsboro Beach, FL 33062
inframark@avidbill.com

INVOICE

Transportation Services Provided
For the month of
Oct-20

SHUTTLE BUS	3 days a week 9:00am to 5:50pm (8.83/day)		
	114.79 Service Hrs. @ \$53.00/Hr.	\$	6,083.87
Mon - Wed - Fri	13 Svc Days @ 8.83 Svc Hrs/Day = 114.79 Svc Hrs. (see details)		

Total Amount due this Invoice	\$	6,083.87
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For Billing Inquiries Please Call Thomas Rankine (954) 463-0845

Remittance Instructions:

Limousines of South Florida, Inc.
3300 SW 11th Ave.
Fort Lauderdale, FL 33315

Thank you for the Opportunity to Service your Transportation Needs

Town of Hillsboro Ridership Summary

October 2020

Daily Passengers:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				45	
49		47		41	
44		49		41	
47		41		43	
48		46		42	

0
Total Monthly Passengers: 583

Daily Revenue Miles:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				109.0	
110.0		109.0		108.0	
110.0		109.0		109.0	
117.0		109.0		109.0	
109.0		109.0		109.0	

0.0
Total Monthly Revenue Miles: 1426.0

Total Scheduled Revenue Miles 1414.9

Total Vehicle Hours 125.7

Total Revenue Hours 114.8

Service Days 13

Missed Service in Minutes 0

Passengers per revenue hour 5.1

Total Monthly Vehicle Miles: ** 1,731.5

	<u>AM - 1st day this month</u>	<u>PM - Last day this month</u>
Veh 1460	108,846	110,786
Alt Veh # 1002		



4225 E. Conant Street
Long Beach, CA 90808
Tel: (562) 590-6500
moffattnichol.com

Attention: Mac Serda
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
United States

Invoice : FB000056
Invoice Date : 10/30/2020
Project : 9225/01
Project Name : Hillsboro/Deerfield Beach Groin
Field Ev

For Professional Services Rendered Through 10/24/2020

	Fee	% Complete	Billings		
			To Date	Previous	Current
A.1 - Existing Data and Literature Review	11,850.00	100.00	11,850.00	11,850.00	0.00
B.1 - Nearshore Wave Transformation	29,600.00	100.00	29,600.00	29,600.00	0.00
C.1 - Shoreline Change Numerical Modeling	9,760.00	100.00	9,760.00	9,760.00	0.00
D.1 - Additional Nearshore Wave Transformation	10,120.00	100.00	10,120.00	7,885.00	2,235.00
E.1 - Add'l Line Shoreline Numerical M	28,030.00	100.00	28,030.00	28,030.00	0.00
F.1 - Analysis & Report Generation	27,355.00	80.00	21,884.00	21,884.00	0.00
F - Analysis & Report Generation					

	Fee	Available	Billings		
			To Date	Previous	Current
G - Client-Directed Meetings (T&M)	4,000.00	4,000.00	0.00	0.00	0.00
H - Deposition Support (T&M)	4,000.00	4,000.00	0.00	0.00	0.00
I - Pre-Trial Preparation and litigation Sup (T&M)	37,803.00	37,803.00	37,803.00	0.00	37,803.00
Rate Labor		37,803.00			
J - Expert Witness Testimony(T&M)	6,000.00	6,000.00	0.00	0.00	0.00
XY - Expenses	0.00	0.00	0.00	0.00	0.00

Current Billings		40,038.00
Amount Due This Bill	USD	40,038.00

Total Fee : 168,518.00
To Date Billings : 156,391.00
Total Remaining : 12,127.00

Check Lockbox Account Payable to: Moffatt & Nichol P.O. Box 51760 Los Angeles, CA 90051-0068	ACH Information Bank / Account Name: MUFG Union Bank / Moffatt & Nichol Address: 350 California Street, 1st Floor, San Francisco, CA 94104 Account Number: 64963107 Fed Routing Number: 021052053 clientpayments@moffattnichol.com	Domestic Wire Account Number: 4501065066 Routing Number: 122000496 clientpayments@moffattnichol.com	International Wire Account Number: 4501065066 Swift Code: BOFCUS33MPK
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I - Pre-Trial Preparation and litigation Sup (T&M)**Rate Labor***Class / Employee**Date**Hours**Rate**Amount***CADD I**

Guillermo Espino

5/19/2020

8.00

75.00

600.00

Designer

Carlos Melendez

4/27/2020

6.50

145.00

942.50

4/28/2020

8.00

145.00

1,160.00

4/29/2020

8.00

145.00

1,160.00

4/30/2020

9.00

145.00

1,305.00

5/1/2020

8.00

145.00

1,160.00

5/5/2020

2.00

145.00

290.00

5/6/2020

8.00

145.00

1,160.00

6/8/2020

6.00

145.00

870.00

6/10/2020

3.00

145.00

435.00

6/15/2020

2.00

145.00

290.00

6/16/2020

8.00

145.00

1,160.00

6/17/2020

1.75

145.00

253.75

6/17/2020

4.25

145.00

616.25

6/18/2020

3.00

145.00

435.00

6/19/2020

3.00

145.00

435.00

Total Designer

80.50

11,672.50

Eng III/Environmental PM

Yong Chen

4/23/2020

4.00

150.00

600.00

4/24/2020

8.00

150.00

1,200.00

4/27/2020

7.50

150.00

1,125.00

4/28/2020

8.00

150.00

1,200.00

4/29/2020

5.00

150.00

750.00

4/30/2020

1.50

150.00

225.00

5/1/2020

2.00

150.00

300.00

5/5/2020

1.50

150.00

225.00

5/6/2020

1.00

150.00

150.00

5/18/2020

2.00

150.00

300.00

5/19/2020

1.50

150.00

225.00

6/8/2020

1.00

150.00

150.00

6/10/2020

2.50

150.00

375.00

6/15/2020

0.50

150.00

75.00

7/16/2020

2.00

150.00

300.00

8/19/2020

3.00

150.00

450.00

8/20/2020

2.00

150.00

300.00

8/26/2020

8.00

150.00

1,200.00

8/27/2020

8.00

150.00

1,200.00

8/28/2020

8.00

150.00

1,200.00

8/31/2020

8.00

150.00

1,200.00

9/1/2020

2.00

150.00

300.00

9/4/2020

3.50

150.00

525.00

9/8/2020

3.00

150.00

450.00

I - Pre-Trial Preparation and litigation Sup (T&M)**Rate Labor**

Class / Employee

Eng III/Environmental PM

Yong Chen

Date

Hours

Rate

Amount

Date	Hours	Rate	Amount
9/9/2020	8.00	150.00	1,200.00
9/10/2020	8.00	150.00	1,200.00
9/11/2020	7.50	150.00	1,125.00
9/14/2020	6.00	150.00	900.00
Total Eng III/Environmental PM			18,450.00

Principal/Environmental Mngr

Timothy Blankenship PE

Total Principal/Environmental Mngr**Senior Technician**

Anthony Smith

I - Pre-Trial Preparation and litigation Sup (T&M)

Rate Labor				
<i>Class / Employee</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Senior Technician				
Anthony Smith	4/27/2020	0.50	115.00	57.50
	4/28/2020	0.25	115.00	28.75
	5/18/2020	0.50	115.00	57.50
	6/8/2020	0.25	115.00	28.75
Hermes Jesus Perez Herize	5/18/2020	1.00	115.00	115.00
	5/19/2020	1.00	115.00	115.00
Total Senior Technician		4.00		460.00
Staff Engineer/Scientist				
Lauren Jonaitis	4/29/2020	0.85	95.00	80.75
	5/12/2020	0.25	95.00	23.75
Total Staff Engineer/Scientist		1.10		104.50
Word Processor				
Amanda Caparro	1/27/2020	0.10	65.00	6.50
	3/5/2020	0.20	65.00	13.00
	3/19/2020	0.75	65.00	48.75
	4/9/2020	0.65	65.00	42.25
	4/10/2020	0.20	65.00	13.00
	4/21/2020	0.10	65.00	6.50
	5/12/2020	0.50	65.00	32.50
	5/13/2020	0.50	65.00	32.50
	6/4/2020	0.10	65.00	6.50
	6/5/2020	0.10	65.00	6.50
	6/5/2020	0.10	65.00	6.50
	6/8/2020	0.10	65.00	6.50
	6/10/2020	1.50	65.00	97.50
	6/11/2020	3.25	65.00	211.25
	6/12/2020	2.75	65.00	178.75
	6/15/2020	0.25	65.00	16.25
	6/17/2020	0.35	65.00	22.75
	6/18/2020	0.30	65.00	19.50
	6/19/2020	0.50	65.00	32.50
	6/29/2020	0.15	65.00	9.75
	7/28/2020	0.10	65.00	6.50
	10/9/2020	0.10	65.00	6.50
	10/12/2020	0.15	65.00	9.75
	10/20/2020	0.25	65.00	16.25
	10/23/2020	0.15	65.00	9.75
Total Word Processor		13.20		858.00
Total Rate Labor				37,803.00
Total Bill Task: I - Pre-Trial Preparation and litigation Sup (T&M)				37,803.00

Effect of Sea Level Rise on Hillsboro's Beach and Possible Countermeasures

by Rene H. Males
10/21/2020

SUMMARY:

Sea Level rise by 2060 is a serious threat and will:

1. cause significant inundation of the present beach,
2. create erosion problems, undermine the protective dunes and
3. potentially pose risk of damage to existing structures.

Countermeasures can be taken to protect against these risks. Most such measures cost many millions and may not provide complete protection from the foreseen impacts. Moreover, some may require coordination between public and private property, some may require coordination with neighboring cities, or Broward County or even the State of Florida and the Federal Government.

However, the rise in the next decade is surprisingly manageable. There will be need for necessary countermeasures. The major challenge will be finding the required sand for the continued replacement from erosion and some additional sand to replace losses due to sea level rise. Not only will sourcing such sand be difficult but the possible increasing costs could prove to be a major funding challenge.

The step to be taken now for the Town to address the longer-term needs are:

1. Consider and evaluate these measures. And if they determine any options to be desirable and potentially feasible,
2. These options need to be evaluated more thoroughly and a plan of action developed.
3. The Town's leadership then must obtain citizen understanding and consensus on what is to be done and solicit cooperation and contributions from other governments and agencies.

This White Paper is intended to provide the background on the issues, evaluation of the possible remedies, appraisal of their feasibility and recommendations for follow-up actions. All possible remedies accept the probability of an inundation of a portion of the existing beach. Some focus on maintaining a residual beach albeit several feet west of its present location. Others focus on the protection of the properties and potentially abandoning the existence of the beach at some future time. The measures proposed can be summarized as:

1. Solving the Boca Inlet by-pass issue. (The recent settlement with Deerfield may have mostly resolved the Deerfield groin obstruction issues.)

- 2. Continuing and possibly increasing nourishment efforts.**
- 3. Reforming the beach characteristic to reduce erosion.**
- 4. Enlarging or re-enforcing the dunes to assure protection of properties.**
- 5. Enhancing reefs to reduce wave activity.**
- 6. Building sea barriers to reduce ocean forces.**
- 7. Improving building codes.**
- 8. Raising structures.**

The seemingly most prudent long-term plan is to:

- 1. Plan to nourish to rebuild the beach as long as sand remains available at affordable prices.**
- 2. Insert either concrete or metal buried sea walls one foot from sea edge of the dune. This will assure long term protection of properties from wave action under extreme conditions.**
- 3. Enlarge the dunes to the extent possible with addition of sand or soils and reinforce the dunes by appropriate vegetation.**
- 4. Continue to investigate alternatives to reduce the forces of erosion and of waves.**

Issue:

There is general agreement that a significant rise in sea level will take place within the foreseeable future. While there is some debate as to the timing and extent of the rise, and even some who continue to doubt the phenomena, the responsible approach is to develop a plan of action.

For Hillsboro Beach, there are four main asset risks from sea level rise.

1. Flooding from the Intracoastal as waters breach into properties and flood public facilities or neighbors' facilities. This has been addressed sufficiently for this decade by the recent up-dating of the seawall ordinance. It will have to be further addressed in later decades.
2. Flooding of low-lying areas of the Mile. This is to be remedied by the FL-DOT's upgrading of A1A. However, A1A may need to be raised further in later decades and other steps taken to raise the profile of the southern end of Town.
3. Loss of beach from rising sea levels, possible increased erosion of the beach and eventual potential loss of dunes and incursion of the sea on properties.
4. Loss of beach and property from severe storm damage exacerbated by Global warming in combination with sea level rise.
5. It is these third and fourth risks which have not been evaluated and for which alternative actions to mitigate the risk have not been developed or assessed. To develop such options, one need is to: determine what actions can be taken to protect assets from the possible eventuality and assess the physical and financial feasibility of each of these mitigation methods.

It is in this spirit that this "think piece" is prepared. It is intended to inform those responsible for the Town's physical and financial health of these impending risks and potential measures to address them so that they might initiate the appropriate political actions.

To sufficiently understand this issue and to be able to come to a consensus on what actions could be taken, we need to build a sufficient background including:

1. Agreement on timing and extent of the rise.
2. Understanding of the basic system of beach dynamics, sand transport and impacts on natural systems.
3. Estimates of impacts on beach systems from the expected rise.
4. Enumeration of potential countermeasures.

5. Evaluation of effectiveness, acceptability, and possible costs of such countermeasures.

◆ Why now? Why Hillsboro Beach?

With all the concern about nearly one quarter of a million Americans dead from the Corona 19 virus as of November 1, one might ask, “Why bring this up now?” In spite of increasing interest and discussion of sea level rise, the public and probably most politicians and government employees are poorly informed about the nature of the problem: why it’s so serious, what can and should be done about it. There has been little discussion of the possible impact to the Town of Hillsboro Beach and virtually no discussion of what might be done now to counteract these impacts. If anything good can be said about the pandemic, it is a wakeup call for what lies ahead. From the pandemic we did learn that it is fatal to delay taking decisive action. Also, we learned that we may not be able to act sufficiently on our own but need the cooperation of neighbors and other political jurisdictions.

But why should Hillsboro Beach be concerned? Clearly, sea level rise could have severe consequences on the Town, its residents and its infrastructure. While it is true that the Town can do little to abate the causes of sea level rise, it can do something to protect from some of its consequences. Also, it is important to recognize that many of the possible actions may require private as well as public action or cooperation from neighboring communities and funding from beyond local sources.

◆ Possible timing and extent of rise:

Broward County, with neighboring counties, has initiated planning for a specific sea level rise scenario. They are using a generally accepted rise from 1992 levels of 6 to 10 inches by 2030 of which 2 inches may take place in the current decade. An additional 14 to 26 inches is forecast by 2060. A recent three-county report extended the forecast to a rise of 40 inches by 2070. Other counties in the area are using similar assumptions. It seems reasonable for us to base our thinking on Broward’s scenario.

◆ How does the beach system operate?

Beach sand is affected by many forces:

1. Sand from the wet section of the beach and the submerged beach front all is in play from wave and current action.
 - a. Sand in the littoral flow is deposited on the beach by wave action and deposited on the submerged beach front by deposition from the colloidal suspension of the littoral flow.
 - b. But sand is also scoured into the littoral flow by wave and current action.

- c. Greater amounts of sand are put into colloidal suspension by larger waves than smaller waves and hence greater amounts of sand are scoured during storms than when waves are calm.
 - d. All scoured sand is eventually redeposited by the flow further down the beach or onto the ocean floor, either in the near beach or further out.
 - e. Major storms and hurricanes create the extremes of these conditions and can scour much more sand from the beach than takes place under “normal” conditions.
 - f. Depending on the direction of the winds and currents, this deposition can be in either direction. But along our coast, the predominant drift is from north to south.
2. The amount of sand in the littoral flow can be sufficient to offset the average scouring events and even contribute to a net positive addition to the beach size. Some beaches grow over time while others diminish. However, generally over-time the net trend is for beaches to diminish.
 3. Sand which drifts from rivers, inland waterways and other sources can add to the littoral flow.
 4. Conversely, strong currents into and out of channels (such as harbors, inlets) can cause littoral sand to be lost into inland deposition or driven onto deeper sea floor. Such channels can cut-off the natural sand flow altogether.
 5. Man-made obstructions such as groins, jetties, seawalls, etc. can severely impede the littoral flow. This may cause a retention of sand on the near up-drift side. But it causes a net negative deposition on down-drift beaches. (i.e. beaches are eroded rather than remaining stable.)
 6. Shifting sea front land (i.e. sinking land or rising cliffs) can affect the beach sand physics.

How will Sea Level rise effect the beach sand?

The sea's level will rise in the coming years and decades. There is nothing we can do about that in Hillsboro Beach. As the sea rises, it will cause higher tides, which will move the mean high tide line further west. There is very little we can do about that either. Higher sea level cannot but further inundate our beach. This will reduce the size of beach-facing private property while making what's left even more susceptible to storm damage.

It is difficult to foresee how sea level rise will change the dynamics described in the prior section. But, by raising the high tide level on all beaches, it should cause some of the current forebeach sand to slump into the surf area. This eventually should cause a new beach profile. The change in the beach profile could eventually allow the higher

tide, particularly during storms, to eat into some of the dune face causing some of the dune to slump onto the beach itself.

However, in the longer run, the beach system should rebalance itself at some new level with a new forebeach formation and stable but reduced size dunes. The littoral flow should eventually rebalance to current levels having carried away large measures of the previous beach and dunes. But, as discussed later, countermeasures can be taken to partially or fully offset these effects and maintain a similar beach as to what we have today. Albeit the newly created beach from the extra nourished sand will be at a higher level than the beach before to compensate for the sea level rise.

◆ What is the situation on Hillsboro's beach?

It is clear that the littoral flow currently is reduced from the natural amount by barriers and interventions upstream from Hillsboro's beach. Most important has been the lack of sufficient bypass at the Boca Inlet. More recently their Inlet Management Plan has called for an annual bypass of 82,000 cubic yards (CY) per year (/Y). It has been demonstrated that the un-interrupted littoral flow there is at the very least 100,000 CY/Y and possibly as much as 200,000. Also significant is the impact of the Deerfield groins which retain sand on the up-drift side but severely reduce the amount of sand on the down-drift side of the beach. This can be seen clearly in the scouring which takes place at the southern end of the groin field. However, the recent agreement on the Deerfield Groin suit will change their impact, possibly averaging out to net zero over the five-year cycles.

We know from experience over the last 60 years, there has been a net loss of about 40,000 CY/Y. We know this since we have been on a schedule of periodically nourishing our beach. Overall, this nourishment averages between 300,000 and 500,000 CY every ten years. This substantiates the deficit created by Boca Inlet's bypassing only 82,000 CY/Y while Hillsboro Inlet bypasses 120,000 CY/Y. This deficit of the natural littoral flow at the Hillsboro Inlet is filled by the Town of Hillsboro Beach nourishments.

A study by Houston and Deanⁱ indicate that FL east coast beaches, as a result of natural forces, on the whole have experienced a net gain of sand over the last century. The estimate that Hillsboro's beach has gained about two inches per year from accretion but lost one inch per year from eroding forces and reduced sand in the littoral flow. But because the natural littoral flow is interrupted, there is a net loss of sand. Presumably, this natural exchange of sand is taking place in similar volumes on beaches north and south of Hillsboro's.

One of the interesting citations in the Houston-Dean article is the net growth of the beach in some FL locations. This growth is from both the natural accumulation cited above and nourishments. Pictured below is the land and beach in south Indian River County in the vicinity of Monument 100 taken in 2018. The white line superimposed on the picture shows the Mean High-Water mark in 1882. That is more than a century ago. Similar extensions of the beach have taken place along other areas of the east coast. Some of these have been washed back into the sea in recent years as coastal dynamics changed.



Figure 1. Beach in South Indian River County

The prediction is that sea levels will rise about 2 inches in the next decade, from 2020 to 2030. However, by 2060, the rise likely will be an additional 19 to 26 inches. It is clear this will diminish the beach from inundation. Over the short term it is likely to increase the amount erosion of the newly exposed face of the beach. Exactly how much is not easily known. Based on the current slope of the beach, estimated at about 5° , a rise of 2 inches will cause the inundation of about 2 feet. Assuming the current slope of this further part of the beach is now about 7.5° , the subsequent further rise will create a further inundation of 13 to 19 feet. This is shown in the table below:

Increase in <u>Sea Level</u>	Slope of Beach		
	<u>5°</u>	<u>7.5°</u>	<u>10°</u>
2"	1.9'	1.4'	0.95'
19"	18.1'	13.5'	9.0'
26"	24.8'	18.6'	12.3'

Figure 2. Beach inundation dependent on slope

Each 2" of sea level rise (in ~ decade) submerges 1.9' of beach (5° slope);
The successive line represents an additional rise of 2" and consequent inundation of 1.9" more of beach.

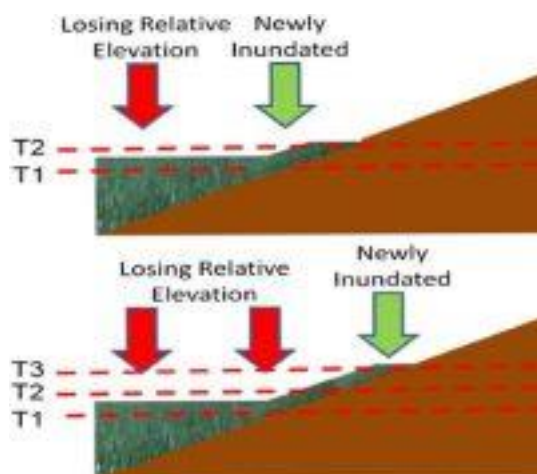


Figure 3. Graphic of Beach Inundation

◆ Global warming, Storms and Storm surge

“Global warming is real. According to the NOAA 2019 Global Climate Summary, the combined land and ocean temperature has increased at an average rate of 0.07°C (0.13°F) per decade since 1880; however, the average rate of increase since 1981 (0.18°C / 0.32°F) is more than twice as great.”

“Sea levels are also rising as the oceans warm and seawater expands. This expansion, combined with the melting of land-based ice, has caused global average sea level to rise by roughly 7-8 inches since 1900—a trend that is expected to accelerate over coming decades as cited earlier.”

There are two issues here. First, higher sea levels give coastal storm surges a higher starting point when major storms approach and pile water up along the shore. The resulting storm surges reach higher and penetrate further inland in low-lying areas. The risk is even greater if storms make landfall during high tides.” **The second issue is that the seas are postulated to have more storms and that the storms will be more violent than they have been in the past. The magnitude of this postulated change has not been quantified. However, it is obvious that if there are more storms and the storms are more violent, potential damage to beaches and surrounding areas is likely to be increased.

A sea level rise of 2 inches by 2030 would start storm surges closer to the dune by 1.9 feet. The rise of 19 to 26 inches more by 2060 would extend inundation by 13.5 to 18.6 feet (assuming a slightly steeper beach to begin with.) If the prevailing storm wind direction hitting our beach is southwestward, it would likely cause severe beach erosion with potential private property damage. High tide arrival of the storm exacerbates storm surge and flooding.

While the literature does not provide methods for evaluating the damage from such storm surges, an idea can be derived from Hillsboro Beach’s experience of the severe forces caused by late 20th century hurricanes with modest storm surges created by violent seas and ferocious coastal waves. These scoured the beach and dunes causing major losses of sand. Wide beaches along the entire coast were reduced by half or more. Dunes were severely impacted. For example, Overlook’s 30 ft. tall protective dune was washed away almost revealing the protective wall. Similarly, the Hillsboro Ocean Club dune was substantially wider than 30 ft. After the storm, more than half had been eroded by the storm. About half the beach sand lost was replaced by the major nourishment in 1998. But only a small fraction of the dune loss was replaced by this nourishment. The loss of dune face remains unreplaced.

It is reasonable to expect that the damage to dunes to be greater because of higher, more violent seas expected from sea level rise and climate warming. The protective capability of the dunes will be diminished leading to potential greater damage to property. This damage could be merely nuisance flooding with sea water and harm no non-resistant plants. Or, it could become even more serious and begin to threaten the integrity of structures.

We do not want to dwell on the various doom and gloom scenarios, rather, is there a mitigation strategy for this? Can storm impact on our beach be reduced in an economically viable fashion? Are there setback or construction techniques that would limit property damage from predictably increased storm damage? Lastly, are there retrofit options that can better protect existing structures?

While total protection is not possible, maintaining and enhancing dunes is a first step to be taken. Another currently available technology is installing protective sea walls. These need not be currently visible but constructed into the current existing dune. (It should be noted that some buildings now have such a last line of protection; most installed just east of existing foundation.) A more speculative method is installing structures to reduce ocean forces. Such alternatives are discussed later.

One cautionary note because the dunes in Hillsboro Beach are all on private property. Structures to be installed on private property need special attention if to be done as a public program. The structures can be mandated to meet certain conditions, as are sea walls along the Intracoastal, and installed by individual property owners at their expense. The structures could be built by a public agency on private property but the issue of obtaining authority can be difficult.

<https://www.gfdl.noaa.gov/global-warming-and-hurricanes/>

** <https://www.ucsusa.org/resources/hurricanes-and-climate-change>

<https://yaleclimateconnections.org/2019/07/how-climate-change-is-making-hurricanes-more-dangerous/>

<https://www.pnas.org/content/114/45/11806>

* <https://www.climate.gov/news-features/understanding-climate/climate-change-global-temperature>

(Need further details here)

◆ Topological Situation:

The Town of Hillsboro Beach is a barrier island 3.2 mi. long. The road (the Mile) is on the west side of the island and the topology generally slopes downward from a peak of around 15 ft. at the north end to 2 ft. in a number of areas near the south end and rises sharply at the entrance to the Hillsboro Inlet Bridge. The island is wider at the north and narrows toward the south. Lots tend to rise toward the east peaking at the dune. The dune is of varying height from 30 ft. at some points to virtually non-existent at others.

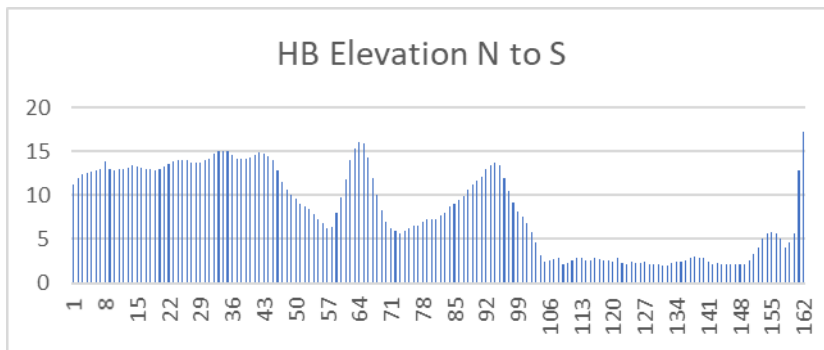


Figure 4: Road elevation

Structures are primarily on the east side of the Mile but there are some on the west, particularly at the north end of Town. Structures must be setback from the “easterly building line” (platted on the FEMA official map) and living areas must be built at a minimum height above the NAVD (88), again as cited b FEMA regs. This should provide enough margin of safety for the horizon of this analysis. But the standard for minimum height above NAVD (88) for new structures may need to be raised in later decades.

◆ Possible Countermeasures:

Several different ways have been proposed to counter the loss of sand from erosion. Some are in use today; others have been proposed and some are merely speculative.

1. **Adequate by-passing and elimination of restricted flow.** It would be an immense help in supplying sufficient sand to maintain Hillsboro’s beach were the Boca Inlet not to diminish the littoral flow. Also, it would be helpful if the groins in Deerfield would not impede this flow. (The latter may have been materially achieved in the recent settlement of the “Groins Suit”.) Natural littoral flow will become crucial in maintaining what will have to be restored beaches from the effects of sea level rise.
2. **Nourishment.** This has been the traditional method of combatting erosion. While sea level rise will cause loss of current areas of the beach via inundation, the remaining portion should equilibrate to a new forebeach. This area probably will continue to require nourishments at the same volumes as required today. There is no reason to believe that the amount needed would be diminished after the beach stabilized at a new level. At some point the required amount of sand may become prohibitively expensive making

nourishments impractical. In fact, to prevent inundation of property at a fixed height, more nourishment may be required as the sea level rises.

If the original beach profile were the objective of the nourishment, the amount of sand required would be possible to acquire based on today's availability. Even by 2060 50 K CY might be needed at the most (see later discussion of amount of sand required to reestablish the size of the original beach after sea level rise). However, it is not clear that such a volume would be available at a reasonable price. Presumably, there would a great deal of competition for available sand. Further, it is not clear that licensing such sand addition would be permitted.

As can be seen in the table below, sand requirements to maintain the beach profile have grown in volume and the cost for the sand has ballooned.

<u>Date</u>	<u>Source of Sand</u>	<u>Cost</u>	<u>Amount</u>	<u>Cost/ CY</u>
		in \$1,000	In CY	
8/3/1972	borrow area	\$ 888.0	360,000	\$ 14.80
3/1/1998	borrow area	\$ 3,110.5	555,000	\$ 5.60
6/5/2008	local truck haul	\$ 102.3	10,350	\$ 9.88
2006-09	truck haul	?	15,692	?
4/11/2011	borrow area	\$ 5,614.3	339,075	\$ 16.56
2/20/2014	truck haul	\$ 42.0	600	\$ 70.00
4/3/2015	distant truck haul	\$ 700.0	20,600	\$ 33.98
11/3/2016	Back-pass from H. Inlet*	?	1,265	?
2/4/2017	By ind. Home owner*	?	200	?
3/1/2018	distant truck haul	\$ 2,600.0	33,700	\$ 77.15
4/1/2020	distant truck haul	\$ 4,400.0	70,350	\$ 62.54

*On Deerfield beach

**Not by

HB

Figure 5. Nourishment History at Hillsboro Beach

a. Sources of sand in past

- Sand for nourishments, until recently, had been sourced from nearby and relatively near shore “borrow” areas. These are sand accumulation on the ocean floor, generally between coral reefs or in natural valley features. Specialized self-propelled barges outfitted with strong pumps sumped sand from these borrow areas through large pipes and sluiced the slurry on the beach.

However, with ocean going barges, there is no reason that borrow areas, further than the traditional ones, could not be employed. In fact, Broward County used the borrow areas at the northern end of the County to nourish badly eroded beach south of Port Everglades.

The sand is distributed on the beach by trucks and bulldozers located at the slurry outlet of the working face of the nourishment. This equipment spreads the sand evenly in the work area.

- One major cost of such systems is the mobilization of the equipment. To mobilize and bring such an ocean-going equipment to the area costs between \$ 1 and 3 million. A second major cost is for the labor and equipment to spread the sand on the beach. However, since the sand typically is not privately owned it can be harvested at no cost for the sand. In total the cost for such nourishment projects ran from \$5 to \$15/CY of sand. Whether such “free” sand will be available in the future is unknown. Government (Federal, State or even Local) may impose a tax or even claim ownership and set a price for the sand.

- More recently, such nearby “borrow” sources for Hillsboro’s beaches, as well as for most if not all of S.E. FL beaches, have been exhausted. The source of sand used recently has been inland sand mines. This is sand accumulated in long ago beach areas or sedimentary basins. This sand is dredged from Florida’s spine, cleaned and placed into trucks. The trucks travel by highway to as near the beach location as possible. There the sand is transferred either directly to the beach for spreading or transferred to equipment more suitable to go onto the beach.

There have been discussions of barge delivery. While it would require an extra transfer, the Intracoastal would provide an excellent route for Hillsboro Beach. However, none have occurred in this region, as far as is known.

The cost of this process depends on the pricing of the sand and the cost associated with the long-distance transport. Of course, there is the cost of spreading the sand once delivered but that pales in comparison with the other costs. Generally, such projects are resulting in costs from \$40/CY to near \$100/CY. However, the costs are expected to increase as sources charge more for sand and distance to the beaches increase as nearer sources are exhausted.

- The difference between \$15/CY for dredged sand compared to \$60/CY for mined/trucked sand, or four times the cost, makes it worthwhile to search for such available resources.



Figure 6. Acquiring sand from a “mine”

b. Sources of sand in future

i. Domestic

- For S.E. FL beaches, there are few other large sources of sand known at the present time. As a resource gets scarce, it is likely that more intensive search will discover other inland areas with beach quality sand. These sources may be buried further from S.E. FL than present sources, and therefore not known at the present time. Or there may be sources in areas currently used for purposes which make them unlikely present candidates e.g. orchards, sugar cane fields, regional parks.
- Also, there is the possibility of using dredged sand from waterways, most of which now does not meet beach quality standards. Either the standards could be changed or processing techniques could be used to “clean” the sand. This is mostly a matter of price and urgency.
- For Hillsboro Beach there is one unique source of sand which is currently not used on its beach. This is the sand regularly by-passed by the Hillsboro Inlet; both the sand normally trapped on the north jetty and the sand sumped from the inlet itself to keep navigation clear. It has been traditional to by-pass all this sand south to replenish the littoral flow. But, recently, the FDEP has allowed other inlets to spread

some of this inlet captured sand updrift of the inlet. In fact a 4-year old State Statutes requires a certain percentage of inlet dredged sand be “back-passed”. But the Hillsboro Inlet Charter requires all sand to go south. This conflict in rules has yet to be resolved.

- North of Palm Beach County, the offshore ocean shelf expands and contains deep but mineable sand. It is not clear whether environmental licensing could be obtained to dredge this resource and barge it down the coast to the S.E. FL beaches to be used for nourishment. The cost of such sand, depending on the arrangement made with the Federal authorities for the mining rights, would be higher than that from nearshore “borrow” areas but could be competitive with inland mined sand.

Similarly, the ocean floor on the Gulf side of FL is less deep than off the S.E. coast. It is not clear whether this sand is “mineable” and, if so, useable on Hillsboro’s beach.

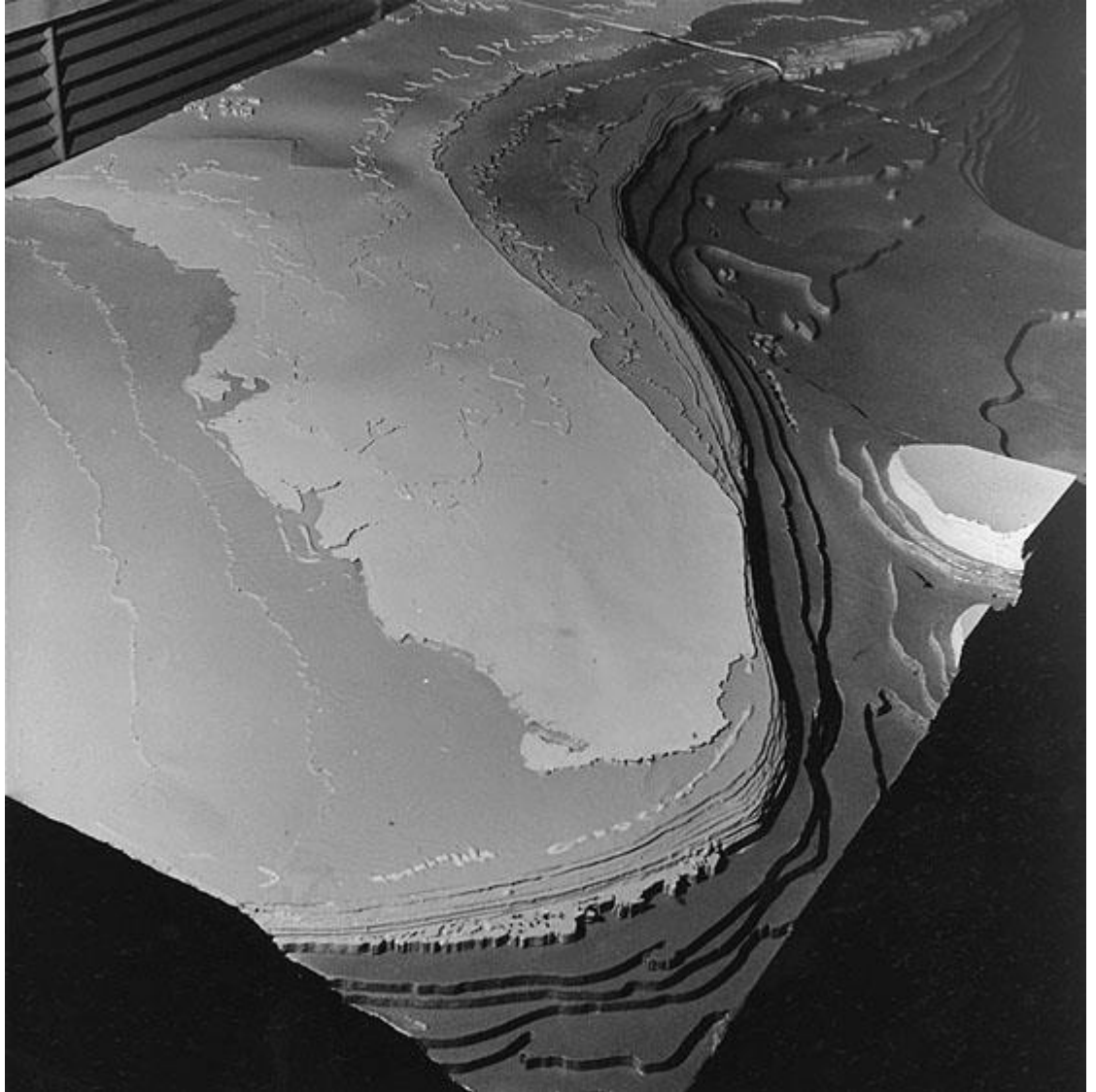


Figure 7. Coastal elevations around the FL peninsula.

j. International

- k. • An attractive source of sand is the large low lying, sandy ocean floors surrounding many of the nearby Bahamian islands. This ocean sand could be mined by sumping into ocean going barges and transferring to the FL areas of need. Such projects should be feasible at relatively competitive costs. (The technology utilized and costs resulting would be much like the mining of sand from FL offshore areas discussed above.) Also, it could be an attractive source of revenue for the Bahamian islands. Currently, even if the legal questions could be resolved, each boatload of sand would be required to pass through customs. As the process now stands, this makes this source unduly cumbersome.

- Sand which is eroded off the FL coast, pushed to deeper areas by inlet and river currents, eventually deposits onto the ocean floor. Because the recovery cost for these sands is thought to be more than other alternatives, there has been little interest in exploring their possible use. However, there are accumulations at reachable depths of such sand that could be sumped onto barges and brought to beaches for use.

I. Manufactured

Glass is merely processed sand. It has been proposed to take glass from the recycling stream and “re-manufacture” into beach quality sand. While technically feasible, we know of no detailed engineering scope of work studies. Therefore, the price per CY is unknown.

c. Cost implications of sand scarcity

Scarcity of a commodity makes it more valuable. The price increase brings more of the resource into play. Eventually, either a substitute is found or the process changed to reduce the need. In beach sand terms, this implies that sand will continue to increase in price given its increasing scarcity. Eventually, this will lead to development of new systems (see the discussion of beach protection) or the abandonment of the need. In this case, that means building sea walls and giving up on keeping a beach or just abandoning the area to the rising seas.

3. Beach Drainage or Treatments

• **Beach Drainage**

Beach drainage (or beach face dewatering) has been claimed as an effective method of accreting sand. The theory claims that a lower water table coincides with increased deposition by reducing flow velocities during backwash. Twenty-four beach drainage systems have been installed around the world since 1981. However, while advocates claim positive results, no case studies provide indisputable evidence.ⁱⁱ

Hillsboro Beach had one such system, PEMS, installed. While the promoter of the system claimed some additional sand retention in the installed area, the data do not provide such clear evidence. One of the problems with the PEMS experiment is the lack of controlled studies comparing treated with untreated areas. This lack of rigorous experimental design is unfortunately true for most such studies.

• **Beach Treatments**

Similarly, there have been numerous suggestions for holding or accumulating sand on the beach. The theory comes from the natural accumulation which takes place on the lee-side of objects washed up on the beach. For example, a tree branch (remnants can be seen in picture below) and a log washed up on a

private property in Hillsboro Beach. Sand accumulated there and sea oats colonized the area. Eventually this created an expansion of several feet on this part of the beach.



Figure 8. Natural accumulation of sand around detritus.

Another recent theory was that removing seaweed and other debris, typically by raking with a tractor, caused greater sand losses through erosion. Several beaches have experimented by allowing beach debris accumulation. Theory is that sand is protected from wind and water dispersal by this material. Provincetown, MA experimented by raking only part of their beach. The results were inconclusive after a season long experiment.

- More aggressive sand retention systems have been tried. Sand fences have long been used to protect dunes and help accumulate sand. Such things as giant “jacks” (or other such structures) made of plastic, concrete or metal have been dug into beach area. Some have used small sized rocks. Canvas or plastic

bags filled with sand are also used. The theory is that these materials hold the sand from being eroded. None have proved to be long-term solutions and, in many cases, exacerbate the situation by causing waves to excavate the sand around the material.



Figure 9. Tetrapods one variety of structures used to stabilize beaches.

4. Enhancing dunes. This can be achieved either by making the dunes more resistant to erosion by stabilizing with such as plants or by adding to the dune with the equivalent of nourishment.
 - a. Vegetation options and question of success.

Salt resistant grasses such as sea oats or plants such as sea grapes (and there are many others) can be used to stabilize the sand through their root system. Also, windblown sand tends to accumulate around the stem where it meets the ground. "Sand fences" are used to accumulate sand on the lee-side and reduce wind-blown losses of sand. While securing and even enhancing the dune during normal periods, under severe storm conditions, waves can rip away these surface covering and erode the accumulated sands.
 - b. Replenishing and enhancing dunes with sand.

It is possible to add sand to existing dunes to build them up and provide additional protection. Miami-Beach had a major program to do so. There are two issues: the availability of sand will be as much of a constraint as it is for the ordinary beach nourishment. Also the dune will still be subject to the erosion from wave action as it was before.
 - c. Other material besides beach quality sand possibilities?

Since the dunes are not the actual beach, regulators may allow other materials to be used to enhance the dune. These could be such as sand which does not meet the beach quality standard but found to be

acceptable for a dune. Or it could be material which may have slight contamination, such as dredging from canals or streams. Such materials might be used in conjunction with a vigorous revegetation program. However, the enhanced dune would still be subject to the ocean's forces.

5. Armoring dunes. This can be seawalls at the face of or planted into the dune.
- The Netherlands is renowned for floods, which is no surprise since half of the country lies just one meter above sea level and one-eighth lies *below* sea level. In 1953, a massive North Sea flood disintegrated all the dikes, dams, and sea walls. It caused immense damage and human toll. The water washed away everything that stood in its path. "Deltaplan" (Delta Works) was conceived, a project to revitalize 3,700 km of dikes and dams (see Figure 10. below). One of the biggest features was an immense seawall that would cost upwards of *2.5 billion dollars*. What is fascinating is that in the southern part of the country there are lovely beaches where the sea wall does not exist or is back from the shore line.



Figure 10. Map of Netherlands showing dike system.

- a. Traditional sea walls have been built to protect land threatened by imminent inundation. These do work but change the character of the beach. Once the tides reach the sea wall, the waves begin carving out the sand at the base of the wall particularly at the down-side end of the wall relative to the littoral flow. There, the currents tend to dig out a large

gouge before returning to the normal flow as the sea does at the end of a groin field. (See Figure 10)

- b.** Driving pilings to stabilize. The equivalent of sea wall could be inserted in existing dunes to enhance their stability. These would retain the dune until the sea eroded the front of the dune. Then the situation would revert to the first case.
- c.** In either case, the beach itself would be eroded to a small sliver available as the tide receded. Eventually, as sea levels rose sufficiently, no beach would be left at all unless sand were added to recreate the beach, that is, nourishment.



Figure 11. Erosion toward face of sea wall.

6. Raising the level of critical facilities

- a.** Raising the lowest lying parts of the Mile to a minimum of 5 NAVD (88) FLDOT is raising the lowest part of the road (See Figure 4.) by 6 inches in a project scheduled for 2021. However, this will not reduce some of the large puddling which takes place in low spots along the ROW. Also, it may not be sufficient to secure the road from flooding during King Tides or severe storm surges particularly during the latter part of the decade. Some are trying to get FDOT to change this plan to raise the road by 2 feet.
- b.** Limiting use of housing space below certain NAVD
Current building requirements on minimum height for living area appear to provide enough margin through the end of this study period.

At some point, the Town will have to address the possible need for requiring higher minimum height for the period beyond 2060.

The major risk during the interim would be from a huge inundation from such as a massive tidal surge. This might cause water damage to the lowest structure in Town. But this is no different than the risk taken by communities which get flooded during hurricanes or extremely severe rains.

c. **Forcing the raising of low-lying structures**

Were such severe flooding incidents to become common, the Town might want to consider raising minimum height of structures. The possibility of condemning certain low lying structures which suffered frequent flooding is an extreme action that might have to be considered.

7. Reducing wave intensity.

There is a theory that wave intensity can be reduced in many ways short of building dikes. Basically, the systems proposed try to absorb or reduce wave energy before it reaches the beach. These alternatives are discussed below.

- a. **Improving current reefs.** The basic premise for these ideas is to enhance existing reef. This could be done by selective nourishing, planting additional corals (something being tried now to restore damaged reefs) or extending existing reefs by such techniques.
- b. **Creating reef structures.** A variant is to use non reef materials strategically placed to create reefs. A variant is to sink such things as derelict ships to provide a base for corals to build on. (Care must be taken after the disaster experienced with the attempt to use old tires for this purpose.)
- c. **Building submerged dikes, enhancing deep-water sand bars.** Another variant proposed is to build fixed or movable underwater dikes attached at critical points to the sea floor.

The issue with all of these ideas is that they remain unproven with data as to whether they would work in reducing wave energy. In theory they should but whether it would be enough to change the dynamics of the impact of the wave forces is anyone's guess.

+ <https://link.springer.com/article/10.1007/s11069-013-0834-4>
<https://unesdoc.unesco.org/ark:/48223/pf0000214734>
<https://en.wikipedia.org/wiki/Seawall>

8. Shutting off the sea. Using dikes, locks or other such to create artificial harbor like conditions.

The Option of shutting off the sea with constructed structures has been used in many locations to protect valuable facilities. The example of Denmark, cited

above, is one example. Venice is another. Other ports and such facilities can be found around the world in which dikes create safe harbors for protection from the high seas.

- a. In the case of Hillsboro Beach, it is not clear what options would be allowed. Certainly, any such facility would require State and Federal licensing. Such a facility would likely require the cooperation of neighboring cities and would be very costly to build and to maintain. And all these significantly would change the character of the area. For completeness, here is an enumeration of the options:
- b. Building discontinuous dikes. A dike system could be constructed at some distance from the shore. The dike would be made up of discontinuous sections of sea wall. It would protect the beach from much of the sea's energy.
- a. Building dikes with locks a la Venice. This option is to totally enclose the beach with dikes, essentially creating a long skinny harbor. While technically feasible and reducing the sea's impact, it would clearly change the character of the area.
- b. Creating artificial islands There have been suggestions that artificial islands might be more acceptable than dikes and serve the same purpose. In theory, that is probably correct but it is unclear that such islands could be successfully constructed offshore in this particular environment. Again, it would change the character of the area if feasible.
- c.

9. Construction techniques. Building requirements that limit storm damage impact

a. Deeper pilons anchoring buildings near dunes

There are construction practices which make structures more resilient to potential flooding. For Hillsboro Beach, the present requirements seem sufficient to protect most structures in Town. There may be a need to review standards for structures on the southern end of the Mile build on the west side of the street. Although none of the existing structures seem so low as to be at risk from flooding.

b. Roof and other structural requirements required to survive high energy wind events

Current FL standards to withstand hurricane force winds appear to have a sufficient margin to meet requirements of somewhat stronger storms. Some older structures may have to be upgraded.

d. Building codes requiring minimum clearance from specific NAVD

As discussed earlier, present building codes appear sufficient to meet the requirements of stronger storms and increased risk of flooding. However, a systematic review through Broward in the next decade would be a good idea.

◆ Conclusions

1. Sea level rise will affect Hillsboro's beach.
2. In the next decade, this should be manageable by a relatively small amount of additional sand to the nourishment program.
3. Resolving the Boca Inlet bypass issue and the Deerfield groins impact (which may have been accomplishment in the recent settlement) would result in material reduction of the amount of nourishment sand needed.
4. But, in the following decades, the impacts of sea level rise will require additional countermeasures.
5. It is time now to begin planning for:
 - a. Additional sources of sand,
 - b. Other mitigation measures required in future decades,
 - c. Developing public understanding of the situation and the measures required to cope with rising and more violent seas,
 - d. And building public support for these measures and the financial requirements they will create.

ⁱ J.R. Houston and R.G. Dean "Shoreline Change on the East Coast of Florida," Journal of Coastal Research 30(4), 647-660, (1 July 2014)

ii Wikipedia: Coastal Management



TOWN OF HILLSBORO BEACH



Hillsboro Beach Police SEPTEMBER 2020 Activity Report



Jay Szesnat, Chief of Police
szesnat@townofhillsborobeach.com

Marine	Sep-20	Prior Month	Sep-19
Total Number of Marine Contacts	77	112	0
Total Number of Boats Removed From Swim Zone	42	85	2
Total Number of Wake/Safety Education Given/Noise Complaints	77	112	0
Hours of Marine Patrol	130	88	0
Hours of ATV Patrol	12	18	9
Traffic/Pedestrian/Cyclist			
Total Number of Traffic Contacts	39	36	44
Total Number of Trespassers Removed	88	118	35
Total Number of Cyclist Contacts	114	378	24
Hours Conducting Crosswalk Enforcement	36	54	22
Hours Of Bike Patrol	0	0	0
Activity			
Total Number of Sick/Deceased/Injured Calls For Service	8	10	12
CUSHIONS (Call Urgent Sick Hospitalized Individuals On Next Shift)	8	10	12
Total Number of Arrests	1	1	2
Total Number of Crashes	2	2	1
Service Calls	270	318	165

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

Submitted by:


Jay Szesnat, Chief of Police

10/20/20
Date



TOWN OF HILLSBORO BEACH

Patrol Activity
SEPTEMBER 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	230						75									
Major O'Neill																
Lt. Pugliese	700						115									
Sgt. Mastandrea	883		1				779	100	17	1		5				
Sgt. Clark	777		3		2		287	56	11	2						
Sgt. Gianino	775		1	4	13	23	529	62	20	5		24	1	4		
Sgt. Kirchoff	1034		2				1034	76	23	5		8				
Ofc. McGrath	846		7	7	3		593	56	26	1		3				
Ofc. Kelly	1328		11		61		478	70	19	6		5		3		
Ofc. Steel	902		1				826	67	41	1						
Ofc. Nolan	744		5				595	64	6	7		2	3			
Ofc. Stengel	399					2	180	6	4	1			1			
Ofc. Pope	374						26	15	2	1		2				
Ofc. Torres	752		2		35		731	66		6						
Ofc. Bukata				2											17.5	
Ofc. MacLellan				75											126	
Monthly Totals	9744	0	33	88	114	25	6248	638	169	36	0	0	49	5	150	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 SEPTEMBER 2020

Location	Injury	No Injury	Fatal	Total
1057 Hillsboro Mile		x		1
1123 Hillsboro Mile		x		1
Total		2		2

Crash Causes

	Total
Careless Driving	1
Failed to Yield Right of Way	
Improper Backing	
Following Too Closely	
Disregarded Traffic Signal	
Exceeded Safe Speed	
Fail to Maintain Equipment	
DUI	
Hit and Run	
Other	1
Total	2



TOWN OF HILLSBORO BEACH



Bias Based Profiling
SEPTEMBER 2020

Jay Szesnat, Chief of Police
jszesnat@townofhillsborobeach.com



	Traffic Contacts		Arrests (including traffic)		
	Male	Female	Male	Female	
White	26	6			
Black	5	1			
Asian	1				
Native American					
Other			1		
Total	32	7	1	0	40



TOWN OF HILLSBORO BEACH

Investigation Activity

SEPTEMBER 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		1	1
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			
Stolen Vehicle	1		

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	47.6				634.1
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	82.5				595.9
4-Mastandrea	Police	52.0	137.3	82.0	180.3	142.7	90.5	5.4	115.5	86.7				892.4
5-Clark	Police	193.5	170.6	110.5	193.2	237.8	7.9	8.4	12.3	70.5				1004.7
6-Gianino	Police	0.0	0.0	0.0	10.2	65.1	145.7	134.7	67.2	17.2				440.1
7-Kirchoff	Police	12.6	13.2	1.7	34.0	84.8	129.8	189.7	107.4	12.8				586.0
8-McGrath	Police	135.4	149.0	152.9	189.0	165.8	14.8	73.6	117.6	116.4				1114.5
9-Kelly	Police	47.8	0.0	10.3	0.0	76.7	71.8	69.1	0.0	9.8				285.5
10-Steel	Police	118.8	118.2	157.7	102.7	148.1	25.4	0.0	5.2	91.2				767.3
11-Nolan	Police	77.4	36.5	9.2	26.1	16.1	155.4	104.0	48.4	8.8				481.9
12-Pope	Police	0.0	66.3	1.9	82.3	15.9	14.6	19.6	23.7	92.8				317.1
13-Stengel	Police	14.0	0.0	43.9	29.8	0.0	27.6	11.1	61.0	14.6				202.0
14-Torres	Police	47.9	0.0	49.8	48.3	56.4	64.4	29.2	44.4	62.4				402.8
16-MacLellan	Police	0.0	0.0	0.0	0.0	0.0	69.7	122.5	151.7	264.4				608.3
18-Beauparlant	Police	207.4	151.0	118.4	117.1	103.7	128.0	116.3	117.8	160.8				1220.5
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	18.7				84.9
Police Totals	TOTALS	1110.9	1015.5	940.4	1192.5	1211.1	1054.0	1027.6	988.8	1157.2	0.0	0.0	0.0	9698.0

Gas Usage Water Department

19-Garray	Water Dept	45.9	37	0	18	16.3	36.9	39.3	18.4	54				265.8
20-Bullard	Water Dept	57.3	83.7	103.4	55.7	56.8	58.7	119.6	26.3	56.3				617.8
21-Charles	Water Dept	20.4	59.8	36.7	43.9	36.8	0	16.8	67.5	15.7				297.6
22-Knapstein	Water Dept	0	0	0	0	0	0	0	0	0				0
23-Rivera	Water Dept	0	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	126	0	0	0	1181.2

Gas Tank 22" = 1235 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	4,661				30,812
161	2,491	2,286	2,535	1,259	3,946	3,703	4,029	4,620	4,030				28,899
162	24	540	45	343	46	10	18	47	34				1,107
163	4,257	2,438	2,112	4,400	4,200	4,614	1,488	877	1,019				25,405
164	2,468	2,463	2,455	1,952	840	552	682	812	1,099				13,323
166	1,289	1,247	1,451	1,399	1,221	767	1,713	1,020	1,020				11,127
TOTAL	12,686	12,346	12,734	13,651	12,609	10,301	12,206	12,277	3,641	0	0	0	102,451
GALLONS	1,110.90	1,016	940	1,193	1,211	1,054	1,028	988.8	1157.2				9,698

Specialty Vehicles PD

Marine 1	40	3	4.2	51.2	97	74.5	111.2	88	130				599.1
ATV	8.7	6.6	8.7	15	24	20	19	18	12				132

Water Department

170	577	532	311	194	69	137	131	97	183				2,231
171	105	47	55	0	4	8	18	0	0				237
172	502	473	637	439	666	472	527	405	748				4,869
173	199	236	218	100	47	116	124	295	489				1,824
174	0	0	150	538	559	571	403	720	1,175				4,116
TOTAL	1,383	1,288	1,371	1,271	1,345	1,304	1,203	1,517	2,595	0	0	0	13,277
GALLONS	123.6	180.5	140.1	118	110	96	176	112.2	126				1,181

Vehicle/Mileage Recap SEPTEMBER 2020

Unit	Type	Primary Use	EOM	BOM	CMM	PMM	INC/DEC
160	SUV	Road Patrol	13,101	8,440	4,661	4,901	-240
161	SUV	Road Patrol	12,323	8,293	4,030	4,620	-590
162	Crown Vic.	Training/Decoy	124,379	124,345	34	44	-10
163	SUV	Road Patrol	51,303	50,284	1,019	877	142
164	Charger	Chief	71,949	70,850	1,099	812	287
166	Charger	Major	174,344	173,324	1,020	1,020	0
			Police	Police	11,863	12,274	-411
170	Pickup Truck	Maintenance	93,983	93,800	183	97	86
171	Pickup Truck	Maintenance	91,131	91,131	0	0	0
172	Pickup Truck	Water Dept	53,668	52,920	748	405	343
173	Pickup Truck	Water Dept	4,174	3,685	489	295	194
174	Pickup Truck	Water Dept	3,596	2,421	1,175	720	455
			Water Dept	Water Dept	2,595	1,517	1,078
			EOMH	BOMH	CMH	PMH	INC/DEC
M1	Boat	Patrol	1767.7	1637.7	130	88	42
165	ATV	Patrol	107.7	95.6	12	18	-6

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

Broward County Commission Meeting Comments

10/20/2020

Proposed Police Review Board Ordinance

Before the timer starts for my comments, for the record, I want to clarify that while I'm the Mayor for the Town of Hillsboro Beach, since I just got the details of this Ordinance yesterday, I have not yet held a Commission meeting of my own with this Ordinance on the agenda, therefore my comments represent my views alone; although I HAVE spoken with our Town Manager and Chief of Police, who share my concerns.

Again, my name is Deb Tarrant, and I'm from Hillsboro Beach. First, I want to applaud the Commission for responding to the need for a comprehensive look at law enforcement practices in Broward County. I'm deeply concerned, however, that these efforts have manifested in the creation of a Review Board populated by special interest groups. Of the 24 proposed seats, no less than one-third represent special interests. By definition, members of special interest groups have identifiable biases – this is why they belong to a particular special interest group.

In addition, this Ordinance actually states that a prerequisite for Board members is having had a negative personal experience with law enforcement. By stacking the Board with activists and people who've had negative experiences with law enforcement, you're NOT creating a review board, you're creating a lynch mob. People with personal grudges and special interests, and who are not trained in any aspect of law enforcement, cannot possibly serve in an advisory capacity to people who actually put their lives on the line every day. The arrogance of that notion floors me.

Preconceived bias defeats the purpose of having a review board. Not a single board seat should be allocated to groups or individuals who clearly have anti-law enforcement leanings. Instead, seats should go to professionals in various areas of law enforcement, professors of criminal justice, and the non-BSO municipalities whose municipal police departments will be subjected to review.

We should learn from New York's knee-jerk response to George Floyd's death. The City made the mistake of moving away from traditional law enforcement. As a result, shooting victims in New York are nearly double this time last year, and the NYPD retirement rate is up 87%. Law enforcement officers are fed up. Using law enforcement as scapegoats for society's problems is a no-win situation. This proposed Review Board, if executed as detailed in this Ordinance, will only exacerbate problems in Broward County.

Thank you.

Mayor Deborah L. Tarrant
Town of Hillsboro Beach



TOWN OF HILLSBORO BEACH



FINANCIAL REPORT SEPTEMBER 30, 2020

Meeting Date: November 10, 2020

1

GENERAL FUND

Overview

- ▶ Deficit of \$648 thousand through September. (Total funding over/under Expenditures)

Revenue / Other Sources

- ▶ Total funding for September was at 98.8% of the annual budget (excluding use of fund balance).
- ▶ Revenue from property tax collections is 99.4% through September.

Description	Budget	Actual	% of Budget
Property Taxes	\$ 4,715,939	\$ 4,689,533	99.4%
Other Local Taxes	270,000	262,836	97.3%
Intergovernmental Revenues	178,949	165,784	92.6%
Fines & Forfeitures	5,100	2,806	55.0%
Miscellaneous Revenues	45,000	57,451	127.7%
Interest Income	48,000	100,989	210.4%
Transfer In	133,000	50,000	37.6%
Total Funding	\$ 5,395,988	\$ 5,329,399	98.8%



2

September 2020 Financial Report

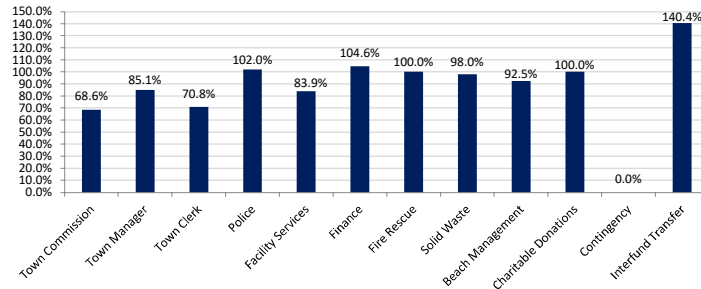
2

GENERAL FUND

Expenditures

- ▶ Total expenditures – Favorable at 98.1% of the annual budget.

General Fund - % of Budget Spent by Department



3

September 2020 Financial Report

3

SPECIAL REVENUE FUNDS

Fund Highlights

- ▶ Total funding and expenditures for these funds mostly net to zero.
 - Community Bus Fund – Surplus of \$30.7 thousand due to County Transportation Grant.
 - Revenue collected is 126.6% of annual budget or \$103.7 thousand.
 - Expenses are 89.1% of annual budget or \$73 thousand.
 - Marine Law Enforcement Fund – 90.8% of budget or \$27.5 thousand.
 - Permitting, P&Z, Code Compliance – 78.5% of budget or \$350 thousand.
 - Includes \$10 thousand transfer for expenditures.
- ▶ \$180.4 thousand balance in Federal Forfeitures / Asset Sharing Fund (includes interest income).



4

September 2020 Financial Report

4

OTHER FUNDS

Debt Service Fund – Beach Loan

- ▶ Total assessments collected as of September was \$752.3 thousand or 100.2% of the annual budget.
- ▶ The Beach Loan was paid off on March 16, 2020.

Debt Service Fund – FEMA Bridge Loan

- ▶ FEMA Grant funding through September was \$3.3 million.
- ▶ The FEMA Bridge Loan was paid off on October 1, 2020.

Capital Projects Fund – (General Fund Improvements)

- ▶ The capital expenditures for September was \$4.09 million or 74.6% of the annual budget.



5

September 2020 Financial Report

5

WATER FUND

Overview

- ▶ Overall, the water fund had a surplus of \$152.5 thousand.
- ▶ Operations had a surplus of \$184.7 thousand.
- ▶ Balance of surplus is for future debt service payments and repairs & maintenance expenses.
- ▶ Debt Service payments made through September were \$751.2 thousand or 100.1% of the annual budget.

Revenue/Other Sources

- ▶ Total revenue – 105% of the annual budget.
- ▶ Total water service revenue – 106.9% of the annual budget.
- ▶ The water usage billings through September were up by 6.46% compared to last year at this time.



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September 2020 Financial Report

6

WATER FUND

Water Usage Comparison

- ▶ The chart shows the usage for September by service type, comparing prior year September 2019 and last month usage.
- ▶ The total gallons used compared to last month decreased by 4,666 thousand gallons or 19.7%.

Service Type	(Prior Yr)		Month-to-Month Change		
	Sep-'19	Aug-'20	Sep-'20	Change in Usage	% Change
Irrigation	9,807	12,936	10,356	-2,580	-19.9%
Single Family	2,279	3,319	2,893	-426	-12.8%
Multi Family	5,427	7,372	5,712	-1660	-22.5%
Total	17,513	23,627	18,961	-4,666	-19.7%



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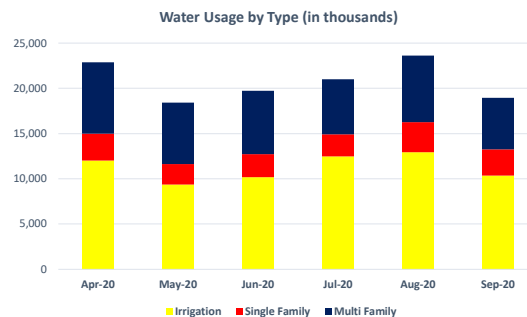
September 2020 Financial Report

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WATER FUND

Water Usage Trend

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



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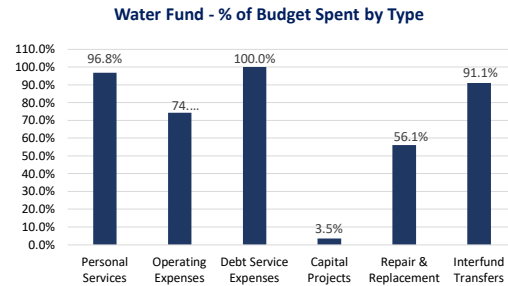
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WATER FUND

Expenses

- ▶ Total expenses through September was at 72.7% of the annual budget.
- Debt Service Expenses:
 - Loan payment for Water Main project was paid on May 15, 2020.
 - Loan payment for Water Plant project was paid on September 15, 2020.
- Capital Purchases:
 - The capital expenditures for September totaled \$58.5 thousand or 8.4% of the annual budget.

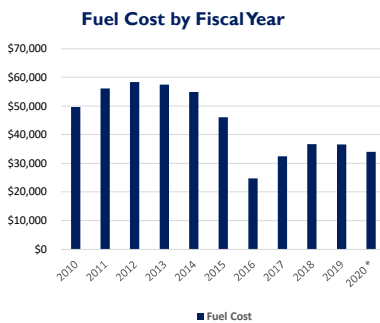


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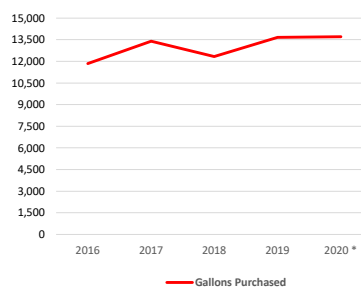
September 2020 Financial Report

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FUEL COSTS ANALYSIS



Gallons Purchased by Fiscal Year



Fiscal Year	Fuel Cost	Gallons Purchased	Avg Price / Gallon
2010	\$49,662		
2011	\$56,162		
2012	\$58,320		
2013	\$57,515		
2014	\$54,888		
2015	\$46,030		
2016	\$24,771	11,858	\$2.09
2017	\$32,433	13,405	\$2.42
2018	\$36,733	12,320	\$2.98
2019	\$36,586	13,666	\$2.68
2020 *	\$33,942	13,708	\$2.48

* FY2020 totals thru September 31, 2020



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September 2020 Financial Report

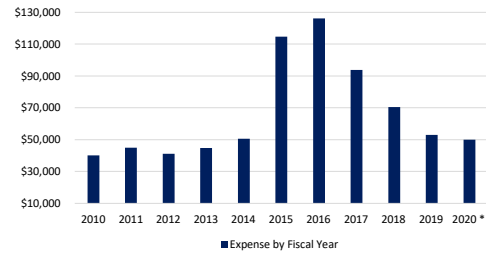
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WORKERS' COMPENSATION INSURANCE – PREMIUM COST

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 *	\$ 2,577	\$ 32,766	\$ 14,552	\$ 49,894
TOTAL	\$ 34,076	\$ 522,858	\$ 171,814	\$ 728,747

Total Expenses by Fiscal Year



*FY2020 Totals thru September 31, 2020



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September 2020 Financial Report

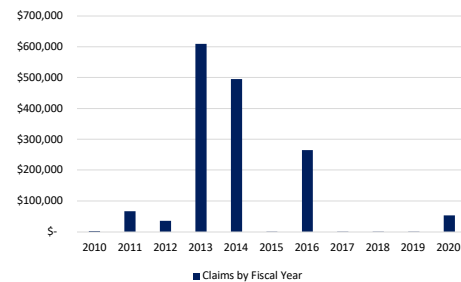
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WORKERS' COMPENSATION INSURANCE - ANALYSIS OF CLAIMS

Amount & Status of Claims by Fiscal Year

Fiscal Year	Amount by Fiscal Year	Claim Status
2010	\$ 2,549	Closed
2011	\$ 67,154	Closed
2012	\$ 35,536	Closed
2013	\$ 609,507	Open Claim
2014	\$ 494,929	Open Claim
2015	\$ 404	Closed
2016	\$ 264,562	Open Claim
2017	\$ 102	Closed
2018	\$ 608	Closed
2019	\$ 368	Closed
2020 **	\$ 53,300	Open Claims

Total Claims by Fiscal Year



** Open Claim amounts thru 5/14/20



12

September 2020 Financial Report

12

MEMORANDUM

TO: Mayor Deb Tarrant and Commissioners
FROM: Stephen Bloom, Finance Director
CC: Commissioner Vicky Feaman, Treasurer / Ken Cassel, Project Manager
DATE: October 23, 2020
SUBJECT: September Financial Report

Please find included in this agenda item the September 2020 financial report. At this point in the fiscal year (through September), the revenues and expenditures should be at approximately 100% 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 September was at 87.4% of the annual budget.
 - Ad valorem taxes are 99.2% collected through September.
- Total expenditures through September were at 98.1% of the annual budget.

Special Revenue Funds

Community Bus

- Total funding through September were at 126.6% of the annual budget.
- Total expenditures through September were at 89.1% of the annual budget.

Marine Law Enforcement Grant

- Total funding and expenditures through September were at 90.8% of the annual budget.

Permitting, P&Z, Code Compliance

- Total funding and expenditures through September were at 80.8% of the annual budget.

Federal Forfeitures / Asset Sharing

- Total funds available through September - \$180,390.

Debt Service Fund – (Beach Loan)

- Total revenues (Non-Ad valorem assessments) through September were at 100.2% of the annual budget.
- The loan was paid off in full March 16, 2020.

Debt Service Fund – (FEMA Bridge Loan)

- FEMA funds were received in September which were used to pay off the Bridge Loan in October.

Capital Projects Fund – (General Fund Improvements)

- Total funding and expenditures through September were at 74.6% of the annual budget.

MEMORANDUM

Town of Hillsboro Beach

Subject: September Financial Report

Page 2

Water Fund – (Operations)

- Total funding through September was at 100.9% of the annual budget. The water usage billings through September (YTD) were up by 6.46% compared to last year at the same time. For the month of September, the total gallons used was down by 19.7% or 4,666 thousand gallons compared to last month. The chart below compares the usage for September by category (Single Family, Multi Family, Irrigation) with last month and with the prior year - September 2019. The Change in usage and % change compare current month with prior month.

Usage Comparison in thousands)

Service Type				Month-to-Month Change	
	(Prior Yr) September-19	August-20	September-20	Change in Usage	% Change
Irrigation	9,807	12,936	10,356	-2,580	-19.9%
Single Family	2,279	3,319	2,893	-426	-12.8%
Multi Family	5,427	7,372	5,712	-1,660	-22.5%
Total	17,513	23,627	18,961	-4,666	-19.7%

- Total expenses through September were at 88.5% of the annual budget.

Debt Service – (State Revolving Loans)

- Total funding through September was 100.1% 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 September were 8.4% of the annual budget.

Town of Hillsboro Beach

Financial Report
September 30, 2020

Prepared by



Town of Hillsboro Beach

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Town of Hillsboro Beach

Financial Statements

(Unaudited)

September 30, 2020



Balance Sheet
September 30, 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	\$ 3,050,463	\$ 43,583	\$ 7,874	\$ 20,528	\$ 2,586,550	\$ 5,708,998
Accounts Receivable	79,879	1,550	-	-	229,350	310,779
Allow -Doubtful Accounts	(26,072)	-	-	-	(32,305)	(58,377)
Due From Other Gov'tl Units	26,745	28,322	-	-	-	55,067
Deferred Outflow of Resources	-	-	-	-	84,510	84,510
Fuel	2,618	-	-	-	-	2,618
Money Market Account	-	387,581	-	-	-	387,581
Prepaid Items	51,362	-	-	-	5,183	56,545
Deposits	350,000	-	-	-	-	350,000
Total Current Assets	3,534,995	461,036	3,259,980	20,528	2,873,288	10,149,827
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	\$ 3,534,995	\$ 461,036	\$ 3,259,980	\$ 20,528	\$14,603,061	\$21,879,600

LIABILITIES

Current Liabilities

Accounts Payable	\$ 98,159	\$ 245,982	\$ -	\$ 20,528	\$ 13,205	\$ 377,874
Accrued Expenses	109,962	2,200	-	-	4,220	116,382
DBPR/DCA/BRA Surcharges	-	1,767	-	-	-	1,767
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	16,627	-	-	-	3,885	20,512
Accrued Taxes Payable	1,299	-	-	-	318	1,617



Balance Sheet
September 30, 2020

ACCOUNT DESCRIPTION	GENERAL FUNDS	SPECIAL REVENUE FUNDS	DEBT SERVICE FUNDS	CAPITAL PROJECT FUNDS	WATER FUNDS	TOTAL
Payroll Deduction - Misc.	18,613	-	-	-	6,459	25,072
Deferred Compensation-ICMA 457	2,748	-	-	-	50	2,798
AFLAC	628	-	-	-	827	1,455
ICMA-Retirement Health Savings	2,607	-	-	-	-	2,607
Flexible Spending Account	(491)	-	-	-	(444)	(935)
Deposits	8,125	-	-	-	-	8,125
Deferred Revenue	-	-	-	-	2,650	2,650
Total Current Liabilities	284,621	249,949	-	20,528	378,819	933,917
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	284,621	249,949	-	20,528	10,789,746	11,344,844

FUND BALANCES / NET ASSETS

Fund Balances

Nonspendable:

Prepaid Items	51,362	-	-	-	-	51,362
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Restricted for:

Debt Service	-	-	3,259,980	-	-	3,259,980
Special Revenue	-	211,087	-	-	-	211,087

Unassigned:

	3,199,012	-	-	-	-	3,199,012
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Net Assets

Invested in capital assets, net of related debt	-	-	-	-	1,419,796	1,419,796
Unrestricted/Unreserved	-	-	-	-	2,393,519	2,393,519

TOTAL FUND BALANCES / NET ASSETS	\$ 3,250,374	\$ 211,087	\$ 3,259,980	\$ -	\$ 3,813,315	\$10,534,756
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TOTAL LIABILITIES & FUND BALANCES / NET ASSETS	\$ 3,534,995	\$ 461,036	\$ 3,259,980	\$ 20,528	\$14,603,061	\$21,879,600
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**Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund**

For the Period Ending September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Sep-19	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	262,836	7,164	97.3%	266,861	(4,025)
Intergovernmental Revenues	178,949	165,784	13,165	92.6%	235,183	(69,398)
Fines & Forfeitures	5,100	2,806	2,294	55.0%	16,639	(13,834)
Miscellaneous Revenues	45,000	57,451	(12,451)	127.7%	24,423	33,028
Interest Income	48,000	100,989	(52,989)	210.4%	125,590	(24,601)
Total Revenues	5,262,988	5,279,400	(16,412)	100.3%	5,286,380	(6,980)
Other Sources						
Transfer In	133,000	50,000	83,000	37.6%	270,657	(220,657)
Use / (Add't) Fund Balance	699,827	-	-	0.0%	-	-
Total Other Sources	832,827	50,000	83,000	6.0%	270,657	(220,657)
TOTAL FUNDING	6,095,815	5,329,400	66,588	87.4%	5,557,037	(227,638)
EXPENDITURES						
Town Commission	48,396	33,187	15,209	68.6%	34,228	1,042
Town Manager	357,123	303,864	53,259	85.1%	282,677	(21,187)
Town Clerk	252,970	179,089	73,881	70.8%	163,794	(15,295)
Police	2,880,753	2,938,196	(57,443)	102.0%	2,612,973	(325,222)
Facility Services	211,332	177,353	33,979	83.9%	170,638	(6,715)
Finance	110,639	115,700	(5,061)	104.6%	106,385	(9,315)
Fire Rescue	819,287	819,257	30	100.0%	803,114	(16,143)
Solid Waste	273,714	268,214	5,500	98.0%	268,214	-
Beaches	663,000	613,289	49,711	92.5%	721,761	108,471
Charitable Donations	6,560	6,560	-	100.0%	6,072	(488)
Contingency	100,000	-	100,000	0.0%	-	-
TOTAL EXPENSES	5,723,774	5,454,709	\$ 269,065	95.3%	5,169,856	(284,853)
Interfund Transfer - Out	372,041	522,353	(150,312)	140.4%	85,104	(437,248)
TOTAL EXPENDITURES	6,095,815	5,977,062	\$ 118,753	98.1%	5,254,961	(722,101)
Total Funding over (under)						
Expenditures	\$ -	(647,662)			\$ 302,077	\$ (949,739)
Fund Balance - Beginning		3,898,035				
Fund Balance - Ending		\$ 3,250,373				



General Fund - Revenue
For the Period Ending September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Sep-19	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	222,687	7,313	96.8%	226,894	(4,207)
Local Communications Tax	40,000	40,148	(148)	100.4%	39,967	181
Total - Other Local Taxes	270,000	262,836	7,164	97.3%	266,861	(4,025)
Intergovernmental Revenues						
Occupational Licenses	1,700	1,464	236	86.1%	1,994	(530)
State Revenue Sharing	45,500	43,876	1,624	96.4%	47,669	(3,793)
Alcoholic Beverage License	640	636	4	99.4%	636	-
Half-Cent Sales Tax	131,109	117,196	13,913	89.4%	130,833	(13,637)
Total - Intergov. Revenues	178,949	165,784	13,165	92.6%	235,183	(69,398)
Fines & Forfeitures						
Judgments and Fines	5,000	2,806	2,194	56.1%	3,393	(587)
Other Fines and/or Forfeits	100	-	100	0.0%	13,247	(13,247)
Total - Fines & Forfeitures	5,100	2,806	2,294	55.0%	16,639	(13,834)
Miscellaneous Revenue						
Miscellaneous	10,000	3,504	6,496	35.0%	11,223	(7,719)
Police Reimbursement	20,000	31,357	(11,357)	156.8%	-	31,357
Lien Search Fee	15,000	16,000	(1,000)	106.7%	13,200	2,800
Total - Misc. Revenue	45,000	57,451	(12,451)	127.7%	24,423	33,028
Interest Income						
Interest - Investments	75,000	73,556	1,444	98.1%	72,715	841
Interest - Tax Collector	3,000	2,929	71	97.6%	3,564	(636)
Net Incr (Decr) In FMV-Invest	(30,000)	24,504	(54,504)	-81.7%	49,310	(24,806)
Total - Interest Income	48,000	100,989	(52,989)	210.4%	125,590	(24,601)
Total Revenue	5,262,988	5,279,400	(16,412)	100.3%	5,286,380	(6,980)



General Fund - Revenue
For the Period Ending September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
Transfer In						
Water Fund	50,000	50,000	-	100.0%	237,221	(187,221)
Special Rev. - Permits, P&Z	83,000	-	83,000	0.0%	33,436	(33,436)
Total - Transfer In	133,000	50,000	83,000	37.6%	270,657	(220,657)
Use / (Add't) Fund Balance	699,827	-	699,827	0.0%	-	-
TOTAL FUNDING	6,095,815	5,329,400	766,415	87.4%	5,557,037	(227,638)



General Fund - Town Commission
For the Period Ending September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR		
					Year to Date Sep-19	Variance Fav (unfav)	
Personal Services							
Mayor/Commission Stipend	\$ 28,800	\$ 28,800	\$ -	100.0%	\$ 28,800	\$ -	
FICA	2,203	2,203	-	100.0%	2,203	-	
Total Personal Services	31,003	31,003	-	100.0%	31,003	-	
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	2,075	1,425	59.3%	3,063	988	
Total Operating Expenses	17,393	2,183	15,210	12.6%	3,225	1,042	
TOTAL COMMISSION	\$ 48,396	\$ 33,187	\$ 15,210	68.6%	\$ 34,228	\$ 1,042	



General Fund - Town Manager
For the Period Ending September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
Personal Services						
Salaries	\$ 132,860	\$ 134,392	\$ (1,532)	101.2%	\$ 129,750	\$ (4,642)
Payroll - Vacation	11,856	-	11,856	0.0%	-	-
Car Allowance	6,000	6,000	-	100.0%	6,000	-
FICA	11,530	10,574	956	91.7%	10,100	(474)
Florida Retirement System	36,772	35,950	822	97.8%	44,896	8,946
401 (A) Plan	-	-	-	n/a	7,500	7,500
Health and Life Insurance	16,659	17,077	(418)	102.5%	15,344	(1,734)
Workers' Comp Insurance	346	196	150	56.8%	191	(6)
Unemployment Compensation	500	-	500	0.0%	-	-
Total Personal Services	216,523	204,190	12,333	94.3%	213,780	9,590
Operating Expenses						
Town Attorney	65,000	91,565	(26,565)	140.9%	58,571	(32,995)
Prof. Services - IT Services	9,100	6,058	3,043	66.6%	3,600	(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%	3,308	3,252
Town Events	-	-	-	n/a	1,984	1,984
Total Operating Expenses	140,600	99,674	40,926	70.9%	68,897	(30,777)
TOTAL TOWN MANAGER	\$ 357,123	\$ 303,864	\$ 53,259	85.1%	\$ 282,677	\$ (21,187)



General Fund - Town Clerk
For the Period Ending September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date	Variance
					Sep-19	Fav (unfav)
Personal Services						
Salaries	\$ 114,726	\$ 73,535	\$ 41,191	64.1%	\$ 68,583	\$ (4,951)
Payroll - Vacation	2,301	920	1,381	40.0%	-	(920)
FICA	8,953	5,663	3,290	63.3%	5,222	(441)
Florida Retirement System	9,912	6,681	3,231	67.4%	5,692	(989)
Health and Life Insurance	28,397	18,440	9,957	64.9%	14,589	(3,851)
Workers' Comp Insurance	299	170	129	56.8%	187	17
Unemployment Compensation	250	-	250	0.0%	-	-
Total Personal Services	164,838	105,409	59,429	63.9%	94,274	(11,135)
Operating Services						
Coding Ordinance	3,000	3,205	(205)	106.8%	370	(2,835)
Prof. Services- Digitize records	15,000	-	15,000	0.0%	-	-
Temporary Labor	-	15,447	(15,447)	n/a	23,708	8,261
Contracts - Other Services	4,000	7,874	(3,874)	196.9%	3,968	(3,907)
Software Maintenance/Support	7,465	6,638	827	88.9%	4,589	(2,050)
Postage and Freight	2,500	1,947	553	77.9%	1,381	(566)
Copier	5,600	5,783	(183)	103.3%	4,718	(1,066)
Advertising	15,000	7,635	7,365	50.9%	7,284	(351)
Office Supplies	5,900	3,571	2,329	60.5%	6,116	2,544
Website Support	4,967	4,967	-	100.0%	2,340	(2,627)
Subscriptions and Memberships	5,700	4,636	1,064	81.3%	6,509	1,873
Office Equipment	1,000	633	367	63.3%	-	(633)
Training Expenses	3,500	1,297	2,203	37.1%	2,761	1,464
Resident Mailings	14,500	10,047	4,453	69.3%	5,779	(4,268)
Total Operating Services	88,132	73,680	14,452	83.6%	69,520	(4,160)
TOTAL TOWN CLERK	\$ 252,970	\$ 179,089	\$ 73,881	70.8%	\$ 163,794	\$ (15,295)



General Fund - Police

For the Period Ending September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date	Variance
					Sep-19	Fav (unfav)
Personal Services						
Salaries	\$ 1,537,597	\$ 1,561,252	\$ (23,655)	101.5%	\$ 1,477,745	\$ (83,507)
Paid Holidays	50,187	52,338	(2,151)	104.3%	49,857	(2,481)
Overtime	20,000	33,902	(13,902)	169.5%	16,040	(17,862)
Overtime - Task Force	20,000	23,851	(3,851)	119.3%	-	(23,851)
Sick Leave Cash Out	30,000	85,716	(55,716)	285.7%	33,825	(51,891)
Incentive	17,270	14,760	2,510	85.5%	15,850	1,090
FICA	130,462	137,400	(6,938)	105.3%	122,967	(14,432)
Florida Retirement System	361,695	385,985	(24,290)	106.7%	332,307	(53,678)
Health and Life Insurance	419,330	407,987	11,343	97.3%	353,862	(54,126)
Workers' Comp Insurance	57,694	32,764	24,930	56.8%	35,306	2,543
Tuition Reimbursement	2,250	-	2,250	0.0%	-	-
AD&D Insurance	887	672	215	75.8%	841	169
Unemployment Compensation	1,000	-	1,000	0.0%	-	-
Total Personal Services	2,648,372	2,736,626	(88,254)	103.3%	2,438,599	(298,026)
Operating Expenses						
Contracts - Other Services	21,650	13,582	8,068	62.7%	14,977	1,394
Town Attorney	20,000	-	20,000	0.0%	3,087	3,087
Prof. Services - IT Services	9,000	3,983	5,017	44.3%	3,263	(721)
Telephone Services	4,100	6,977	(2,877)	170.2%	4,018	(2,959)
Mobile Phones	7,300	4,521	2,779	61.9%	4,786	266
Postage	500	76	424	15.3%	34	(43)
Electricity	8,500	8,627	(127)	101.5%	8,695	68
Liability and Property Insurance	26,396	20,163	6,233	76.4%	21,273	1,110
Building Repairs & Maintenance	3,000	3,410	(410)	113.7%	4,743	1,333
Radio Maintenance	2,100	132	1,968	6.3%	1,183	1,051
Auto Repairs and Maintenance	25,000	19,877	5,123	79.5%	12,544	(7,332)
Boat Repairs and Maintenance	15,000	21,251	(6,251)	141.7%	11,993	(9,258)
ATV Repairs and Maintenance	1,500	947	553	63.1%	78	(869)
Rental - Vehicles	-	8,932	(8,932)	n/a	9,429	497
Copier	2,700	2,970	(270)	110.0%	2,966	(4)
Miscellaneous Services	1,500	1,173	327	78.2%	1,220	47
Internet Service	6,100	6,676	(576)	109.4%	6,018	(658)
Physical Examinations	750	2,795	(2,045)	372.7%	710	(2,085)
Office Supplies	3,000	1,494	1,506	49.8%	1,705	210
Operating Supplies	6,000	12,533	(6,533)	208.9%	3,779	(8,754)
Fuel & Oil	36,000	30,456	5,544	84.6%	31,809	1,354



General Fund - Police

For the Period Ending September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
Uniforms Supplies	13,000	12,179	821	93.7%	7,888	(4,291)
Investigation Division	1,500	1,289	211	85.9%	494	(795)
Subscriptions and Memberships	1,785	2,320	(535)	130.0%	1,261	(1,059)
Weapons & Specialty Gear	2,000	1,056	944	52.8%	2,054	998
Education / Training	14,000	14,152	(152)	101.1%	14,369	217
Total Operating Expenses	232,381	201,570	30,811	86.7%	174,374	(27,196)
TOTAL POLICE	\$ 2,880,753	\$ 2,938,196	\$ (57,443)	102.0%	\$ 2,612,973	\$ (325,222)



General Fund - Facility Services
For the Period Ending September 30, 2020

(100% Yr Complete)

Description						PRIOR YEAR	
	Annual	Year to Date	Amount	% of	Year to Date	Variance	
	Budget	Actual	Remaining	Budget	Sep-19	Fav (unfav)	
Personal Services							
Salaries	\$ 48,818	\$ 49,870	\$ (1,052)	102.2%	\$ 47,918	\$ (1,952)	
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%	1,734	45	
FICA	4,165	4,088	77	98.2%	3,948	(140)	
Florida Retirement System	4,612	4,533	79	98.3%	3,586	(947)	
Health and Life Insurance	33,417	29,482	3,935	88.2%	28,348	(1,134)	
Workers' Comp Insurance	3,892	2,210	1,682	56.8%	2,270	60	
Total Personal Services	100,535	93,750	6,785	93.3%	90,007	(3,743)	
Operating Expenses							
Telephone Service	5,000	7,565	(2,565)	151.3%	4,989	(2,576)	
Utility - Water	6,500	6,501	(1)	100.0%	6,114	(387)	
Electricity	4,000	4,017	(17)	100.4%	4,458	441	
Utility - Sewer	900	755	145	83.9%	824	69	
Internet Service	5,500	5,213	287	94.8%	4,776	(437)	
Liability and Property Insurance	20,497	16,974	3,523	82.8%	17,664	690	
Pest Control - Building/Grounds	1,200	1,153	47	96.1%	1,112	(41)	
R&M - Equipment	10,000	1,555	8,445	15.6%	15,594	14,038	
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	4,902	3,098	61.3%	2,115	(2,787)	
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	7,203	(3,203)	180.1%	2,266	(4,937)	
Town Events	25,000	19,386	5,614	77.5%	-	(19,386)	
A/C Maintenance Contract	2,000	381	1,619	19.1%	-	(381)	
Total Operating Expenses	110,797	83,603	27,194	75.5%	80,631	(2,972)	
TOTAL FACILITY SERVICES	\$ 211,332	\$ 177,353	\$ 33,979	83.9%	\$ 170,638	\$ (6,715)	



General Fund - Other Departments
For the Period Ending September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
Finance						
Auditing Services	\$ 19,500	\$ 19,125	\$ 375	98.1%	\$ 16,113	\$ (3,012)
Accounting/Financial Services	84,389	86,345	(1,956)	102.3%	80,454	(5,891)
Investment Services	6,000	10,090	(4,090)	168.2%	9,370	(720)
Bank Fees	750	140	610	18.7%	448	308
Total Finance Expense	110,639	115,700	(5,061)	104.6%	106,385	(9,315)
Fire Rescue						
Fire Service Agreement	819,287	819,257	30	100.0%	803,114	(16,143)
Total Fire Rescue Expense	819,287	819,257	30	100.0%	803,114	(16,143)
Solid Waste						
Contracts Services	273,714	268,214	5,500	98.0%	268,214	-
Total Solid Waste Expense	273,714	268,214	5,500	98.0%	268,214	-
Beach Management						
Engineering – Monitoring (2018 Proj.)	49,000	36,095	12,905	73.7%	41,841	5,747
Engineering – FIND Sand Project	5,000	115	4,885	2.3%	-	(115)
Engineering – Legal Matters	82,000	16,173	65,827	19.7%	43,266	27,092
Engineering – Other	15,000	-	15,000	0.0%	-	-
Beach Attorney	500,000	556,966	(56,966)	111.4%	610,195	53,229
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	613,289	49,711	92.5%	721,761	108,471
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%	6,072	(488)
Contingency	100,000	-	100,000	0.0%	-	-
Total Expense before Transfer Out	1,973,200	1,823,020	150,180		1,905,545	82,525



General Fund - Other Departments
For the Period Ending September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
Transfer Out						
To Transportation Fund	17,041	-	17,041	0.0%	16,862	16,862
To Permitting, P&Z, Code Enf. Fund	-	10,182	(10,182)	n/a	4,192	(5,990)
To General Fund CIP	355,000	512,171	(157,171)	144.3%	64,051	(448,120)
Total Transfer Out	372,041	522,353	(150,312)	140.4%	\$ 85,104	\$ (437,248)
TOTAL OTHER DEPARTMENTS	\$ 2,345,241	\$ 2,345,373	\$ (132)	100.0%	\$ 1,990,650	\$ (354,723)
TOTAL GENERAL FUND EXPENDITURES	\$ 6,095,815	\$ 5,977,062	\$ 118,753	98.1%	\$ 5,254,961	\$ (722,101)



Notes to the Financial Statements - General Fund September 30, 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 100% through September. 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	73,556	98.1%	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
Interest - Tax Collector	3,000	2,929	97.6%	Quarterly interest on assessments collected
Police Reimbursement	20,000	31,357	156.8%	Reimbursable DEA overtime and car rental
Expenditures				
<u>Town Manager</u>				
Payroll-Salaries	132,860	134,392	101.2%	Town manager's salary includes accrual for 3 days at end of month
Life and Health Insurance	16,659	17,077	102.5%	Monthly insurance paid to City of N Miami Beach, plus additional life insurance
Town Attorney	65,000	91,565	140.9%	Includes general matters, Seagrape appeal
<u>Town Clerk</u>				
Coding Ordinance	3,000	3,205	106.8%	Code of Ordinance supplemental pages, Municode
Temporary Labor	-	15,447	n/a	Temporary Administrative Assistant
Contracts - Other Services	4,000	7,874	196.9%	Summary and special meeting minutes, videography, storage fees, Infinisource, conference calls, Dropbox upgrade to large email records
Copier	5,600	5,783	103.3%	Copier lease and copies
<u>Police</u>				
Payroll-Salaries	1,537,597	1,561,252	101.5%	Police officer's salaries includes hours for COVID
Paid Holidays	50,187	52,338	104.3%	Paid for holidays
Overtime	20,000	33,902	169.5%	Staffing during vacations, sick time and COVID
Overtime - Task Force	20,000	23,851	119.3%	DEA overtime
Sick Leave Cash Out	30,000	85,716	285.7%	Paid out annually in December, paid outgoing Chief Nagy's sick leave in June
Florida Retirement System	361,695	385,985	106.7%	FRS based upon salaries, overtime plus holidays
Telephone Services	4,100	6,977	170.2%	Monthly phone service from AT&T plus added services, changed service to Granite in May, Callyo Task Force phone software
Electricity	8,500	8,627	101.5%	Monthly electric charges from FPL
Building Repairs & Maintenance	3,000	3,410	113.7%	Paint, painting supplies, repair door, roof repair, bungie cord, tarp, new receptacles
Boat Repairs and Maintenance	15,000	21,251	141.7%	Boat and motor service and repairs, backplate and drive pulley on boat lift, repair steering
Rental - Vehicle	-	8,932	n/a	Rental of vehicles for special duty
Copier	2,700	2,970	110.0%	Actuals includes copies of records
Internet Service	6,100	6,676	109.4%	Monthly internet service with Comcast and Google
Physical Examinations	750	2,795	372.7%	Pre-employment polygraph and evaluations, vaccines, COVID Tests
Operating Supplies	6,000	12,533	208.9%	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	14,152	101.1%	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
September 30, 2020**

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Expenditures (continued)				
<u>Facility Services</u>				
Payroll-Salaries	48,818	49,870	102.2%	Maintenance worker's salary includes overtime for events
Telephone Service	5,000	7,565	151.3%	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	7,203	180.1%	Operating supplies, lawn supplies, aluma panel signs
<u>Finance</u>				
Investment Services	6,000	10,090	168.2%	Monthly and quarterly investment fees
<u>Beach Management</u>				
Beach Attorney	500,000	556,966	111.4%	Deerfield Beach issue
Buoys	10,000	3,690	36.9%	Remove/dispose buoy, new down lines.



**Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Transportation (Community Bus)**

For the Period Ending September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Local Option Gas Tax	35,971	30,829	5,142	85.7%	35,014	(4,185)
County Transportation Grant	28,888	72,874	(43,986)	252.3%	20,662	52,211
Total Revenues	64,859	103,703	(38,844)	159.9%	55,677	48,026
<u>Other Sources</u>						
Transfer In	17,041	-	17,041	0.0%	16,862	(16,862)
Total Other Sources	17,041	-	17,041	0.0%	16,862	(16,862)
TOTAL FUNDING	81,900	103,703	(21,803)	126.6%	72,538	31,164
<u>EXPENDITURES</u>						
Contractual Services	81,900	73,006	8,894	89.1%	72,538	(468)
TOTAL EXPENDITURES	81,900	73,006	\$ 8,894	89.1%	72,538	(468)
Total Funding over (under)						
Expenditures	\$ -	30,696			\$ -	\$ 30,696
Fund Balance - Beginning		-				
Fund Balance - Ending		\$ 30,696				



Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Marine Law Enforcement Grant
For the Period Ending September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Marine Law Enforcement Grant	30,336	27,534	2,802	90.8%	24,906	2,628
Total Revenues	30,336	27,534	2,802	90.8%	24,906	2,628
TOTAL FUNDING	30,336	27,534	2,802	90.8%	24,906	2,628
<u>EXPENDITURES</u>						
Police Wages	30,336	27,534	2,802	90.8%	24,906	(2,628)
TOTAL EXPENDITURES	30,336	27,534	\$ 2,802	90.8%	24,906	(2,628)
Total Funding over (under)						
Expenditures	<u>\$ -</u>	<u>-</u>			<u>\$ -</u>	<u>\$ -</u>
Fund Balance - Beginning			-			
Fund Balance - Ending		<u>\$ -</u>				



Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Permitting, P&Z, Code Compliance
For the Period Ending September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Building Permit Fees	300,000	316,322	(16,322)	105.4%	235,753	80,570
Building Admin Fees	123,000	2,225	120,775	1.8%	70,504	(68,279)
Planning & Zoning Fees	10,000	15,538	(5,538)	155.4%	3,185	12,352
Fire Fees	-	5,650	(5,650)	n/a	-	5,650
Total Revenues	433,000	339,735	93,265	78.5%	309,442	30,293
<u>Other Sources</u>						
Transfer In	-	10,182	(10,182)	n/a	-	10,182
Total Other Sources	-	10,182	(10,182)	n/a	-	10,182
TOTAL FUNDING	433,000	349,917	83,083	80.8%	309,442	40,475
<u>EXPENDITURES</u>						
ProfServ-Building Permits - RMA	30,000	30,825	(825)	102.8%	33,200	2,375
ProfServ-General Admin - RMA	15,000	11,325	3,675	75.5%	12,925	1,600
ProfServ-Site Planning - RMA	10,000	13,975	(3,975)	139.8%	6,000	(7,975)
ProfServ-Building Permits - CGA	255,000	270,835	(15,835)	106.2%	196,497	(74,338)
ProfServ-Engineering - Other	10,000	5,340	4,660	53.4%	7,351	2,011
Code Compliance	30,000	10,754	19,246	35.8%	14,945	4,191
Credit Card Processing Fees	-	6,863	(6,863)	n/a	5,088	(1,775)
Total Building, P&Z, and Code	350,000	349,917	83	100.0%	276,006	(73,911)
Transfer to General Fund	83,000	-	83,000	0.0%	33,436	33,436
TOTAL EXPENDITURES	433,000	349,917	\$ 83,083	80.8%	309,442	(40,475)
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 September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Federal Forfeitures	-	117,170	(117,170)	n/a	285,849	(168,679)
Interest Income	-	2,334	(2,334)	n/a	1,445	889
Total Revenues	-	119,504	(119,504)	n/a	291,485	(171,981)
TOTAL FUNDING	-	119,504	(119,504)	n/a	291,485	(171,981)
<u>EXPENDITURES</u>						
Capital Outlay						
Police Vehicles	-	27,480	(27,480)	n/a	-	(27,480)
Police Equipment	-	203,119	(203,119)	n/a	-	(203,119)
Total Capital Outlay	-	230,599	(230,599)	n/a	-	(230,599)
TOTAL EXPENDITURES	-	230,599	\$ (230,599)	n/a	-	(230,599)
Total Funding over (under)						
Expenditures	\$	-	(111,095)		\$ 291,485	\$ (402,580)
Fund Balance - Beginning			291,485			
Fund Balance - Ending		\$ 180,390				



Statement of Revenues, Expenditures and Changes in Fund Balances
Debt Service Fund - (Beach Loan)

For the Period Ending September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
<u>FUNDING</u>						
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)						
<u>EXPENDITURES</u>						
Debt Service Expenses						
Principal Debt Retirement	655,740	1,331,440	(675,700)	203.0%	636,529	(694,911)
Interest Expense	40,214	38,534	1,680	95.8%	59,433	20,898
Debt Service Contingency	54,569	-	54,569	0.0%	-	-
Total Debt Service Expense	750,523	1,369,975	(619,452)	182.5%	695,962	-674,013
TOTAL EXPENDITURES	750,523	1,369,975	\$ (619,452)	182.5%	695,962	(674,013)
Total Funding over (under)						
Expenditures	\$ -	(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
Debt Service Fund - (FEMA Bridge Loan)
For the Period Ending September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
FEMA Grant	\$ -	\$ 3,252,106	\$ (3,252,106)	n/a	\$ -	\$ 3,252,106
Total Revenues	-	3,252,106	(3,252,106)	n/a	-	3,252,106
TOTAL FUNDING - 3,252,106 (3,252,106) n/a - 3,252,106						
<u>EXPENDITURES</u>						
Debt Service Expenses						
Total Debt Service Expense	-	-	-	n/a	-	-
TOTAL EXPENDITURES	-	-	-	n/a	-	-
Total Funding over (under) Expenditures	\$ -	3,252,106			\$ -	\$ 3,252,106
Fund Balance - Beginning		-				
Fund Balance - Ending		\$ 3,252,106				



Statement of Revenues, Expenditures and Changes in Fund Balances
Capital Projects Fund - (General Fund Improvements)
For the Period Ending September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
FEMA reimbursement	\$ 4,631,156	\$ 525	\$ 4,630,631	0.0%	\$ 1,918,405	\$(1,917,880)
Total Revenues	4,631,156	525	4,630,631	0.0%	1,918,405	(1,917,880)
Other Sources						
Transfer From General Fund	355,000	512,171	(157,171)	144.3%	64,051	448,120
Sale of General Capital Assets	-	7,200	(7,200)	n/a	5,500	1,700
Loan Proceeds	500,000	3,573,979	(3,073,979)	714.8%	-	3,573,979
Total Other Sources	855,000	4,093,350	(3,238,350)	478.8%	69,551	4,023,799
TOTAL FUNDING	5,486,156	4,093,875	1,392,281	74.6%	1,987,956	2,105,919
<u>EXPENDITURES</u>						
Land Purchase						
Town Attorney	-	79,209	(79,209)	n/a	-	(79,209)
Postage	-	1,474	(1,474)	n/a	-	(1,474)
Miscellaneous Services	-	3,165	(3,165)	n/a	-	(3,165)
Contracts - Other Services	-	14,400	(14,400)	n/a	-	(14,400)
Total Land Purchase Expense	-	98,248	(98,248)	n/a	-	(98,248)
Beach Projects						
Engineering – FY20 Project	223,111	138,731	84,380	62.2%	-	(138,731)
Construction – FY20 Project	4,408,045	3,693,764	714,281	83.8%	-	(3,693,764)
Total Beach Project Expense	4,631,156	3,832,496	798,660	82.8%	-	(3,832,496)
Miscellaneous						
Buoy Relocation	130,000	33,324	96,676	25.6%	-	(33,324)
FPL Utility Design	80,000	995	79,005	1.2%	32,172	31,178
Police Cars / Equipment	70,000	113,452	(43,452)	162.1%	35,979	(77,473)
Police Computers	-	11,875	(11,875)	n/a	-	(11,875)
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	163,131	691,869	19.1%	69,550	(93,581)
TOTAL EXPENDITURES	5,486,156	4,093,875	1,392,281	74.6%	256,771	(3,837,104)



Statement of Revenues, Expenditures and Changes in Fund Balances
Capital Projects Fund - (General Fund Improvements)
For the Period Ending September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
Total Funding over (under)						
Expenditures	\$ -	-			\$ 1,731,185	\$ 5,943,023
Fund Balance - Beginning			-			
Fund Balance - Ending		<u>\$ -</u>				



**Statement of Revenues, Expenditures and Changes in Fund Balances
Water Fund (Summary)**

For the Period Ending September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenue						
Water Service Revenue	\$ 1,282,000	\$ 1,370,528	\$ (88,528)	106.9%	\$ 1,312,380	\$ 58,149
Water Surcharge	346,700	347,183	(483)	100.1%	346,811	372
Other Miscellaneous Revenue	132,721	131,355	1,366	99.0%	130,734	621
Total Revenue	1,761,421	1,849,066	(87,645)	105.0%	1,789,925	59,141
Other Sources						
Transfer In	512,496	462,497	49,999	90.2%	519,196	(56,699)
Loan Proceeds	590,000	-	590,000	0.0%	545,400	(545,400)
Use (Add to) Net Assets	73,204	-	73,204	0.0%	-	-
Total Other Sources	1,175,700	462,497	713,203	39.3%	1,064,596	(602,099)
TOTAL FUNDING	2,937,121	2,311,563	625,558	78.7%	2,854,520	(542,957)
EXPENSES						
Personal Services	518,776	502,373	16,403	96.8%	459,030	(43,343)
Operating Expenses	406,653	302,351	104,302	74.4%	278,439	13,398
Debt Service Expenses	783,290	783,326	(36)	100.0%	122,789	(660,537)
Capital Projects	633,500	22,021	611,479	3.5%	-	(22,021)
Repair & Renewal	65,000	36,480	28,520	56.1%	26,085	(10,395)
Transfer Out	562,496	512,497	49,999	91.1%	569,196	56,699
TOTAL EXPENSES	2,969,715	2,159,049	810,666	72.7%	1,455,540	(666,199)
Total Funding over (under)						
Expenses	<u>\$ (32,594)</u>	<u>\$ 152,514</u>			<u>\$ 1,398,981</u>	<u>\$ 123,242</u>
Net Assets - Beginning		3,660,800				
Net Assets - Ending		\$ 3,813,314				



Statement of Revenues, Expenses and Changes in Net Assets
Water Fund (Operations)

For the Period Ending September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
FUNDING						
Revenue						
Water Service						
Water-Base Rate	\$ 472,000	\$ 471,924	\$ 76	100.0%	\$ 471,372	\$ 552
Water-Usage	810,000	898,604	(88,604)	110.9%	841,008	57,597
Total Water Service Revenue	1,282,000	1,370,528	(88,528)	106.9%	1,312,380	58,149
Other Revenue						
Miscellaneous Revenues	5,500	3,550	1,950	64.6%	4,314	(763)
Sprint Spectrum Cell Tower	63,149	63,149	-	100.0%	60,721	2,429
T-Mobile Cell Tower	33,072	26,945	6,127	81.5%	14,280	12,665
Hillsboro Inlet	6,000	5,900	100	98.3%	6,000	(100)
Interest	30,000	22,662	7,338	75.5%	20,470	2,191
Net Incr (Decr) In FMV-Invest	(5,000)	9,148	(14,148)	-183.0%	18,409	(9,261)
Total Other Revenue	132,721	131,355	1,366	99.0%	124,194	7,161
Use (Add to) Net Assets	73,204	-	73,204	0.0%	-	-
TOTAL FUNDING	1,487,925	1,501,883	(13,958)	100.9%	1,436,574	65,310

EXPENSES

Personal Services						
Salaries	333,415	322,636	10,779	96.8%	307,144	(15,492)
Payroll - Vacation	15,187	14,798	389	97.4%	-	(14,798)
Overtime	25,000	26,222	(1,222)	104.9%	22,548	(3,673)
Sick Leave Cash Out	8,065	7,319	746	90.8%	17,486	10,166
FICA	28,036	27,921	115	99.6%	24,790	(3,131)
Florida Retirement System	32,327	31,748	579	98.2%	26,290	(5,458)
Health and Life Insurance	50,623	57,176	(6,553)	112.9%	45,832	(11,344)
Workers' Comp Insurance	25,623	14,554	11,069	56.8%	14,940	386
Unemployment Compensation	500	-	500	0.0%	-	-
Total Personal Services	518,776	502,373	16,403	96.8%	459,030	(43,343)



Statement of Revenues, Expenses and Changes in Net Assets
Water Fund (Operations)

For the Period Ending September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date	Variance
					Sep-19	Fav (unfav)
Operating Expenses						
Auditing Services	16,500	11,875	4,625	72.0%	13,887	2,012
Contracts - Other Services	750	-	750	0.0%	-	-
Postage and Freight	1,000	-	1,000	0.0%	97	97
Telephone Service	7,200	7,071	129	98.2%	6,814	(257)
Electricity	53,000	49,544	3,456	93.5%	49,786	242
Liability and Property Insurance	52,653	41,194	11,459	78.2%	44,483	3,289
Maint - Distribution System	5,000	3,927	1,073	78.5%	4,448	521
Maint - Bldgs / Grounds	15,000	12,704	2,296	84.7%	7,373	(5,331)
Maint - SCADA System	10,000	273	9,727	2.7%	-	(273)
Repair & Maint - Equipment	32,000	24,440	7,560	76.4%	31,971	7,531
Tools and Equipment	1,000	631	369	63.1%	540	(91)
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	1,126	374	75.1%	1,711	585
Computer Expense	6,000	5,530	470	92.2%	3,969	(1,561)
Uniform Supplies	5,500	6,724	(1,224)	122.3%	5,960	(764)
Fuel and Oil	5,600	3,486	2,114	62.3%	4,777	1,291
Sand Change	8,000	5,462	2,538	68.3%	7,469	2,007
Chemicals - Water Treatment	85,000	82,505	2,495	97.1%	83,099	594
Lab Test Analysis & Supplies	12,500	4,474	8,026	35.8%	6,811	2,337
Subscriptions and Memberships	350	468	(118)	133.7%	281	(187)
Water Conservation Program	3,000	200	2,800	6.7%	2,615	2,415
Security Assessment	20,000	-	20,000	0.0%	-	-
Operational Evaluation	50,000	30,000	20,000	60.0%	-	(30,000)
Water Sufficiency Assessment	8,500	7,310	1,190	86.0%	-	(7,310)
Total Operating Expenses	406,653	302,351	104,302	74.4%	278,439	13,398
Total Exp. Before Transfer Out	925,429	804,724	120,705	87.0%	737,470	(29,944)
Transfer Out						
General Fund	50,000	50,000	-	100.0%	50,000	-
Water Debt Service Fund	403,996	403,996	-	100.0%	403,996	-
Water CIP Fund	108,500	58,501	49,999	53.9%	115,200	56,699
Total Transfer Out	562,496	512,497	49,999	91.1%	569,196	56,699
TOTAL EXPENSES	1,487,925	1,317,221	170,704	88.5%	1,306,666	26,755



Statement of Revenues, Expenses and Changes in Net Assets
Water Fund (Operations)

For the Period Ending September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
Total Funding over (under)						
Expenses	\$ -	184,662			\$ 129,908	\$ 92,064
Net Assets - Beginning		2,689,161				
Net Assets - Ending		<u><u>\$ 2,873,822</u></u>				



Notes to the Financial Statements - Water Fund September 30, 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 100% through September. 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	898,604	110.9%	The water usage billings are up by 3.65% over this time last year.
Miscellaneous Revenues	5,500	3,550	64.6%	Monthly revenue from late charges.
Expenses				
<u>Operating</u>				
Payroll - Vacation	15,187	14,798	97.4%	Paid out annually in December.
Life and Health Insurance	50,623	57,176	112.9%	Health insurance increased in January by \$500 per month.
Uniform Supplies	5,500	6,724	122.3%	Monthly uniform service, safety equipment, rain coats, new t-shirts.
Subscriptions and Memberships	350	468	133.7%	FL Rural Water membership and Costo membership.
Water Sufficiency Assessment	8,500	37,310	438.9%	LEC Water supply plan.



Statement of Revenues, Expenses and Changes in Net Assets
Water Debt Service Fund - (State Revolving Loans)
For the Period Ending September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
FUNDING						
Revenues						
Water Surcharge	\$ 346,700	\$ 347,183	\$ (483)	100.1%	\$ 346,811	\$ 372
Total Revenues	346,700	347,183	(483)	100.1%	346,811	372
Other Sources						
Operating Transfers-In	403,996	403,996	-	100.0%	403,996	-
Total Other Sources	403,996	403,996	-	100.0%	403,996	-
TOTAL FUNDING	750,696	751,179	(483)	100.1%	750,807	372
EXPENSES						
Debt Service Expenses						
<i>State Revolving Loan - Water Plant</i>						
Principal Debt Retirement	316,288	316,288	-	100.0%	-	(316,288)
Interest Expense	87,708	87,708	-	100.0%	95,225	7,517
<i>State Revolving Loan - Water Main Project</i>						
Principal Debt Retirement	308,269	315,555	(7,286)	102.4%	-	(315,555)
Interest Expense	71,025	63,775	7,250	89.8%	27,563	(36,211)
Total Debt Services Expenses	783,290	783,326	(36)	100.0%	122,789	(660,537)
TOTAL EXPENSES	783,290	783,326	(36)	100.0%	122,789	(660,537)
Total Funding over (under)						
Expenses	\$ (32,594)	(32,147)			\$ 628,019	\$ (660,166)
Net Assets - Beginning		971,639				
Net Assets - Ending		\$ 939,492				



Statement of Revenues, Expenses and Changes in Net Assets
Capital Projects Fund - (Water Fund Improvements)
For the Period Ending September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
FUNDING						
Revenues						
Meter Revenue	\$ -	\$ -	\$ -	n/a	\$ 6,540	\$ (6,540)
Total Revenues	-	-	-	n/a	6,540	(6,540)
Other Sources						
Interfund Transfer - In	108,500	58,501	49,999	53.9%	115,200	(56,699)
Loan Proceeds	590,000	-	590,000	0.0%	545,400	(545,400)
Total Other Sources	698,500	58,501	639,999	8.4%	660,600	(602,099)
TOTAL FUNDING	698,500	58,501	639,999	8.4%	667,140	(608,639)
EXPENSES						
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	32,684	32,316	50.3%	23,489	(9,196)
Meters & Supplies	-	3,796	(3,796)	n/a	2,597	(1,199)
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	58,501	169,999	25.6%	26,085	(32,416)
TOTAL EXPENSES	698,500	58,501	639,999	8.4%	26,085	(32,416)
Total Funding over (under)						
Expenses	\$ -	-			\$ 641,054	\$ (641,055)
Net Assets - Beginning						
		-				
Net Assets - Ending		\$ -				

Town of Hillsboro Beach

Supporting Schedules

September 30, 2020



**Cash and Investment Balances
September 30, 2020**

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>MATURITY</u>	<u>BALANCE</u>	<u>NOTES</u>
CLEARING FUND					
Commercial Analysis Checking Account	BankUnited	0.00%	N/A	\$3,758,370	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. FEMA funds for Hurricane Irma were received late in September which were used to pay off the FEMA Bridge Loan in October.
Business Checking Account	BankUnited	0.00%	N/A	\$50,930	(1) Account for FEMA Bridge Loan
Money Market Account	BankUnited	0.30%	N/A	\$109,800	Account for excess cash from General & Water Funds.
Money Market Account	BankUnited	0.30%	N/A	\$412,558	(2) Account for reserve for SRL Loan.
Money Market Account	BankUnited	0.30%	N/A	\$387,581	(3) Account for Federal forfeitures/Asset sharing.
State Board Account	Florida Prime	0.33%	N/A	\$1,180,645	Account for excess cash from the General Fund.
Investment Account	BB & T	1.63%	N/A	\$3,395,062	See Investment Report for further details.
Subtotal				<u><u>\$9,294,947</u></u>	
Total				<u><u>\$9,294,947</u></u>	

Footnotes:

- (1) Restricted funds for Loan.
- (1) Restricted funds for State Revolving Loan.
- (2) Restricted funds for Federal forfeiture/Asset sharing.



Investment Portfolio

Trades Settled as of 09/30/20

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			54,872	54,872	-	54,872	-	5	0.01%
		Subtotal			54,872	54,872	-	54,872	-	5	0.01%
09/27/19	037833DL1	APPLE INC	AA+	09/11/22	50,000	49,928	(72)	51,354	47	850	0.30%
10/30/19	166764BN9	CHEVRON CORP	AA	03/03/22	50,000	50,458	458	51,462	201	1,249	0.40%
11/09/17	191216BT6	COCA-COLA CO	A+	10/27/20	50,000	49,939	(61)	50,058	31	938	0.44%
11/03/15	313381BR5	FED HOME LOAN BANK	AA+	12/09/22	100,000	98,196	(1,804)	103,638	896	1,875	0.22%
08/26/20	3133EL3P7	FED FARM CREDIT BANK	AA+	08/12/25	250,000	249,750	(250)	249,845	55	1,325	0.54%
06/23/20	3133ELE67	FED FARM CREDIT BANK	AA+	06/03/24	290,000	289,855	(145)	290,458	98	1,682	0.54%
04/14/20	3134GVKG2	FED HOME LOAN MTGE CORP		04/16/25	145,000	145,000	-	145,057	-	1,450	1.00%
06/23/20	3134GVYP7	FED HOME LOAN MTGE CORP		05/27/25	210,000	209,003	(997)	209,402	79	1,050	0.56%
07/16/18	341271AB0	FLA ST BRD OF ADMIN FIN CORP	AA	07/01/21	200,000	197,798	(2,202)	203,512	-	5,276	0.28%
09/16/20	341271AD6	FLORIDA ST TXBL	AA	07/01/25	185,000	185,000	-	187,840	-	2,327	0.93%
04/09/20	342816P66	FLA ST MUN PWR AGY REV		10/01/22	200,000	202,774	2,774	202,296	186	5,160	1.99%
12/03/19	428414AB2	HIALEAH FLA SPL OBLIG TXBL-SER A	AA	12/01/20	200,000	201,225	1,225	200,632	68	6,114	1.12%
05/21/20	43232VVH1	HILLSBOROUGH CNTY TXBL	AA-	07/01/25	200,000	200,000	-	205,954	-	3,830	1.27%
12/31/18	54289SBG1	LONGBOAT KEY FL SPL ASSMNT REV	AA+	08/01/24	105,000	104,116	(884)	108,854	-	4,200	2.40%
08/09/18	59333HCL8	MIAMI-DADE CNTY FL PROF SPORTS	AA	10/01/22	75,000	75,000	-	78,256	-	2,517	1.15%
08/05/20	593561BE2	MIAMI GARDENS FL TXBL	AA	07/01/25	125,000	125,000	-	125,991	-	1,674	1.17%
01/17/20	661046BV3	NORTH MIAMI BEACH FLA WTR	A+	08/01/24	160,000	160,000	-	163,773	-	3,234	1.39%
01/18/19	68389XBB0	ORACLE CORP	A+	05/15/22	60,000	59,060	(940)	61,879	283	1,500	0.57%
05/16/18	68389XBK0	ORACLE CORP	A+	09/15/21	50,000	48,217	(1,783)	50,713	166	950	0.42%
05/16/18	717081DX8	PFIZER INC	AA-	06/03/21	50,000	48,534	(1,466)	50,612	447	975	0.15%
02/27/20	758449RV6	REEDY CREEK FL IMPT DIST TXBL	A	06/01/24	150,000	150,000	-	155,261	-	2,504	0.70%
05/11/18	78013XKG2	ROYAL BANK OF CANADA	AA-	04/30/21	50,000	49,954	(46)	50,850	67	1,600	0.34%
04/03/20	822582AX0	SHELL INTERNATIONAL	AA-	08/12/23	30,000	31,167	1,167	32,454	156	1,020	0.50%
01/16/19	89236TCQ6	TOYOTA MOTOR CREDIT CORP	AA-	07/13/22	60,000	59,351	(649)	62,635	23	1,680	0.40%
04/06/20	89236TGW9	TOYOTA MOTOR CREDIT CORP	AA-	03/30/23	30,000	30,342	342	31,808	17	870	0.49%
03/13/20	912828Q60	US TREASURY INFL INDEX BD		04/15/21	273,260	270,524	(2,736)	274,446	139	342	0.12%
		Subtotal			3,348,260	3,340,189	(8,071)	3,399,037	2,960	56,190	1.65%
		Total			3,403,132	3,395,062	(8,071)	3,453,909	2,960	56,196	1.63%



Ridership Summary

September 30, 2020

Daily Passengers:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		48		46	
	38	42		41	
46		44		45	
40		46		45	
45		47			

Total Monthly Passengers:

573

Daily Revenue Miles:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		109.0		109.0	
	109	110.0		108.0	
110.0		109.0		109.0	
119.0		109.0		109.0	
109.0		109.0			

Total Monthly Revenue Miles:

1428.0

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

5.0

Total Monthly Vehicle Miles:

1,733.5



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
Fax: (954) 427-4834

TO: Mayor Deb Tarrant and Commission

FROM: Steve Mitchell, Building Official

DATE: October 21, 2020

SUBJECT: September 2020 Building Department Report

Work continued to come through at a steady pace through September, though much of the work was geared towards projects nearing completion. The ongoing Seabonay Hotel, as well as a large new-construction home, and an extensive single-family renovation/addition, are hoping to conclude their projects before year's end. As previously discussed, several new single-family homes are moving through the plan review process, but little significant action is anticipated before 2021.

While construction seems to be slowing, we are focusing on several in-office projects. CGA staff has completed our responsibilities for the document storage project, with only our current jobs left for scanning and loading to Laserfiche, and work continues on website enhancements and the development of improved customer information materials.

Respectfully Submitted,

Steven Mitchell

Building Official | Chief Electrical Inspector



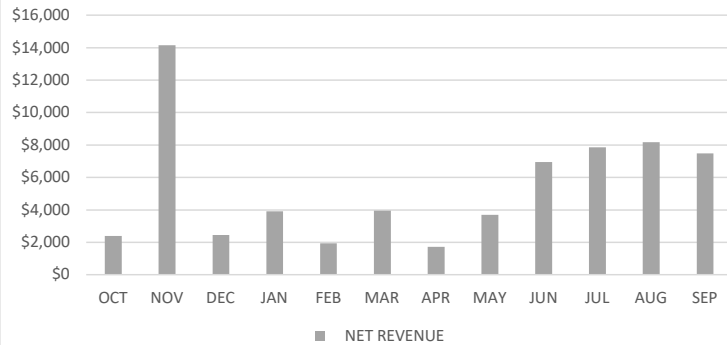
The Town of Hillsboro Beach Building Department

Start Date: 9/1/2020

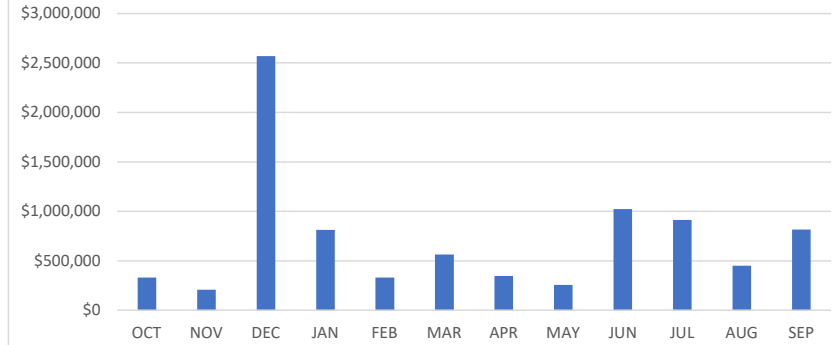
End Date: 9/30/2020

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
CONSTRUCTION VALUE	\$332,313	\$209,865	\$2,570,468	\$814,202	\$330,275	\$562,641	\$346,613	\$256,228	\$1,022,318	\$914,865	\$451,672	\$824,414	\$8,635,873
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	\$19,290	\$315,982
FIRE & ZONING FEES	\$0	\$0	\$0	\$0	\$0	\$500	\$500	\$850	\$3,000	\$2,100	\$5,725	\$4,588	\$17,263
TOTAL REVENUE	\$15,984	\$94,345	\$16,306	\$26,126	\$12,957	\$23,484	\$8,599	\$19,820	\$29,294	\$40,440	\$22,012	\$23,877	\$333,244
CGA EXPENSE	\$13,587	\$80,193	\$13,860	\$22,207	\$11,014	\$19,537	\$6,884	\$16,125	\$22,350	\$32,589	\$13,844	\$16,396	\$268,585
NET REVENUE	\$2,398	\$14,152	\$2,446	\$3,919	\$1,944	\$3,948	\$1,715	\$3,696	\$6,944	\$7,851	\$8,168	\$7,481	\$64,660

NET REVENUE



CONSTRUCTION VALUE





**The Town of Hillsboro Beach
Building Department
Finance Report**

**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



**The Town of Hillsboro Beach
Building Department
Permit Report**

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

Permit Type	# Issued	# Units	Value
Residential			
RESIDENTIAL WINDOWS/DOORS/SHUTTERS	4		25,937.00
RESIDENTIAL WALKWAY/PATIO	1		21,000.00
RESIDENTIAL HURRICANE SHUTTERS	5		29,465.00
RESIDENTIAL FIRE SPRINKLER	1		18,700.00
RESIDENTIAL ALTERATION	6		571,961.00
RESIDENTIAL A/C CHANGE OUT	9		51,096.00
Subtotal	26		718,159.00
Commercial			
COMMERCIAL WINDOWS/DOORS	2		30,000.00
COMMERCIAL MECHANICAL MISCELLANEOUS	1		75,925.00
COMMERCIAL BACKFLOW	1		330.00
Subtotal	4		106,255.00
	30		\$824,414.00



**The Town of Hillsboro Beach
Building Department
Issued Permits Report**

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

	Folio #	Permit #	Date Issued	Job Address	Job Sub Division	Job Value
RESIDENTIAL ALTERATION	484308CA0130	2014514-0	9/3/2020	1155 HILLSBORO MILE (UNIT 206)	HILLSBORO OCEAN CLUB	\$21,500.00
	484308AH1100	2014522-0	9/15/2020	1149 HILLSBORO MILE(UNIT 1010/1012)	OPAL TOWERS NORTH	\$44,000.00
	484308CA0140	1914312-1	9/21/2020	1155 HILLSBORO MILE(UNIT 207)	HILLSBORO OCEAN CLUB	\$343,770.00
	484308CA0370	2014527-0	9/21/2020	1155 HILLSBORO MILE(UNIT 410)	HILLSBORO OCEAN CLUB	\$81,761.00
	484317AA0320	2014531-0	9/25/2020	1057 HILLSBORO MILE(UNIT 522)	DIAMONDHEAD CONDO	\$9,330.00
	484308AH0040	2014533-0	9/28/2020	1149 HILLSBORO MILE (UNIT 112)	OPAL TOWERS NORTH	\$71,600.00
	Grand Total					\$571,961.00



**The Town of Hillsboro Beach
Building Department
Activity Report**

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

Discipline	Total # of Inspections	Plan Review	Permits Applied	Value of Construction	Permit Revenue
Building	80	49	20	\$771,168.00	\$12,625.58
Electrical	31	20	12	\$0.00	\$1,778.53
Plumbing	43	22	12	\$2,150.00	\$1,138.01
Mechanical	33	29	17	\$51,096.00	\$3,490.23
Totals	187	122	77	\$824,414.00	\$19,032.35



**The Town of Hillsboro Beach
Building Department
Plan Review Times Report**

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

Number of Reviews	Average Days In Review	Most Days In Review
122	2.90	10



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

Code Compliance Summary Report

From 9/1/2020

To 9/30/2020

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	2
Cases Closed Prior to Hearing	2
Cases Open at End of Period	27
Inspections	4
Re-inspections	3
Total	7
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	3	3	1	1	26
S. System	0	1	1	1	1	0
Total	25	4	4	2	2	27



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

Code Compliance Summary Report

From 9/1/2020

To 9/30/2020

Corridor (All Corridors)

Inspections by Officer

Officer	Inspections	Re-inspections	Total
M. Sotolongo	3	3	6
S. System	1	0	1
Total	4	3	7

Summary of Cases Opened by Incident Type

Incident Type	Number
Property Maintenance	2
Construction Site Violation	1
Nuisance	1
Total	4

Revenue Summary

	Period Start	During Period	Period End
Total Fines Assessed	\$61,950.00	\$3,750.00	\$65,700.00
Total Payments	\$0.00	\$0.00	\$0.00
Balance	\$61,950.00		\$65,700.00



Case Action Report*

From 9/1/2020

To 9/30/2020

Corridor (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
				Date Issue	Type	Officer Assigned
9/17/2020	Nuisance	1205 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 101 - The swimming pool needs maintenance: Debris in the pool. Stagnant water. Water pump not operating. This has been corrected. - Possible rodent infestation. This allegation has not been confirmed. The case will remain open to monitor.	Open	9/16/2020	Complaint	M. Sotolongo
				9/16/2020	Notice of Violation	M. Sotolongo
				9/22/2020	Notice of Hearing	S. Lowe
				9/29/2020	Affidavit of Non-Compliance	
9/25/2020	Property Maintenance	961 HILLSBORO MILE, HILLSBORO BEACH, FL 33062. - Brick veneer has detached from the face of the building. ** This has been corrected, but the areas repaired have not been painted as of 10/23. Case will remain open until matching paint has been applied. - Overgrowth of grass and weeds. This has been corrected as of 10/23.	Open	9/25/2020	Complaint	M. Sotolongo
				9/25/2020	Notice of Violation	M. Sotolongo
				10/1/2020	Notice of Hearing	S. Lowe

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



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Paint Town Hall Update
Undergrounding Utility Easements Contract
Town Hall Holiday Lights
Shredding & Household Hazardous Waste Drop-off Event

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

Agenda Date: November 10, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Second Amendment to PCS Site Agreement

SECOND AMENDMENT TO PCS SITE AGREEMENT

This Second Amendment to PCS Site Agreement (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between Town of Hillsboro Beach, a municipal corporation, ("**Landlord**") and Sprint Spectrum Realty Company, LLC, a limited liability company, ("**Tenant**") (each a "**Party**", or collectively, the "**Parties**").

Landlord and Tenant (or their predecessors-in-interest) entered into that certain PCS Site Agreement dated April 16, 1997, including that certain First Amendment to PCS Site Agreement dated July 31, 2006 (including all amendments, collectively, the "**Lease**") regarding the leased premises ("**Premises**") located at 925 East Sample Road, Pompano Beach, Florida 33064 (the "**Property**").

For good and valuable consideration, Landlord and Tenant agree as follows:

1. Starting on April 16, 2022 (the "**Revised Rent Date**"), Tenant shall pay Landlord annual rent in the amount of Sixty-Eight Thousand 00/100 Dollars (\$68,000.00) per year (the "**Rent**").

Starting on 4/16/2023, Rent shall be adjusted annually by an amount equal to Three percent (3%) over the Rent for the immediately preceding year. This new Rent and Rent adjustment shall supersede and replace any prior rent and rent adjustments.

2. At the expiration of the current term, the Lease shall automatically renew for Five (5) successive renewal terms of five (5) years each (each a "**Renewal Term**"), unless either party specifies to the other party in writing about their intention not to extend the Lease. Notice shall be provided at least thirty (30) days prior to the expiration of the current term or any Renewal Term. The Renewal Term(s) provided in this Amendment shall supersede and replace any future renewal terms as currently defined in the Lease.
3. Tenant may transmit and receive on any frequencies permitted by law.
4. Notwithstanding anything to the contrary in the Lease, Tenant may terminate the Lease without further liability, for any or no reason upon (180) days prior written notice to Landlord.
5. Tenant shall have the right to connect to and otherwise utilize any and all pre-existing utility related equipment, or alternatively, to construct, install, operate, maintain, repair, add, upgrade, remove or replace utility related equipment (collectively, the "**Utility Facilities**") located on or serving the Property, which are either owned by or available to Landlord.

6. Tenant shall be responsible for all utility charges for electricity, or any other utility service used by Tenant on the Premises (the "**Utility Charges**"). Tenant may install separate meters or submeters for the utility usage of Tenant.
7. Tenant shall have the right to assign, or otherwise transfer the Lease, upon Tenant's delivery to Landlord of written notice of any assignment or transfer by Tenant. Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the assignee, or transferee for performance under the Lease. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate. Tenant shall have the right to sublease the Lease without the need for Landlord consent.
8. Tenant reserves the right to update the description of the Premises to reflect any modifications or changes, from time to time during the Term of the Lease.
9. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant:

Sprint Property Services
Sprint Site ID: MI03XC016
Mailstop KSOPHD0101-Z2650
6220Sprint Parkway
Overland Park, Kansas 66251-2650

If to Landlord

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

With a copy to:

Sprint Law Department
Sprint Site ID: MI03XC016
Attn.: Real Estate Attorney
Mailstop KSOPHD0101-Z2020
6220 Sprint Parkway
Overland Park, Kansas 66251-2020

10. Tenant and Landlord will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.

11. Landlord will execute a Memorandum of Agreement at Tenant's request. If the Property is encumbered by a deed, mortgage or other security interest, Landlord will also execute a subordination, non-disturbance and attornment agreement.
12. Any charges payable under the Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date in which the charges were incurred or due; otherwise the same shall be deemed time-barred and be forever waived and released by Landlord.
13. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.
14. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this Amendment will legally bind the Parties to the same extent as originals.
15. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment. Landlord represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Amendment.
16. This Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

LANDLORD:

Town of Hillsboro Beach, a municipal corporation

By: _____

Print Name: _____

Title: _____

Date: _____

TENANT:

Sprint Spectrum Realty Company, LLC, a limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

T-Mobile Contract Attorney, as to form