



AGENDA

Town of Hillsboro Beach Commission Meeting

March 2, 2021
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

March 2, 2021 | 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

YOU ARE HEREBY NOTIFIED that a Regular Town Commission Meeting will be held Tuesday, March 2, 2021 at 9:00 AM. A quorum of the Town Commission will be physically present at the meeting. However, to ensure compliance with CDC recommendations for public safety, the meeting will utilize communications media technology with most Town staff participating via video conferencing. LIVE ZOOM Meeting number: 878 4736 1566 Passcode: 951699

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

I. APPROVAL OF MINUTES

- A. February 2, 2021 Regular Town Commission Meeting

II. PRESENTATIONS

- A. Update on the Department of Transportation Design of State Road A1A, presented by Calvin, Giordano & Associates, Inc. (CG&A)

III. ORDINANCES

- A. Ordinance No. 2021-01** Amendment to the Town's Code of Ordinance Allowing Provisions for Virtual Public Meetings by Use of Communication Media Technology During a Declared Emergency or Other Circumstances To Protect Health and Safety. **(Second Reading, Public Hearing)**

AN ORDINANCE OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AUTHORIZING THE TOWN MANAGER TO MAKE PROVISIONS FOR PUBLIC MEETINGS BY USE OF COMMUNICATION MEDIA TECHNOLOGY AND FOR ATTENDANCE BY USE OF SUCH TECHNOLOGY BY ELECTED AND APPOINTED OFFICIALS DURING PERIODS OF A PUBLIC HEALTH EMERGENCY OR OTHER CIRCUMSTANCES IN WHICH THE TOWN COMMISSION DETERMINES NECESSARY TO PROTECT THE HEALTH AND SAFETY OF TOWN OFFICIALS, TOWN STAFF, AND THE PUBLIC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

- B. Ordinance No. 2021-02** Amendment to the Town's Code of Ordinance Relative to Service Charges and Cost Recovery **(Second Reading, Public Hearing)**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE" BY SPECIFICALLY AMENDING SECTION 12-2 ENTITLED "DEVELOPMENT REVIEW ADMINISTRATION" TO CREATE SECTION 12-2 (H) RELATIVE TO SERVICE CHARGES AND COST RECOVERY; PROVIDING FOR REASONABLE SERVICE CHARGES, FEES, AND COST RECOVERY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

- C. Ordinance No. 2021-03** Amendment to the Town's Code of Ordinance, Amending the Land Development Code and Create 'Conditional Use' for Restaurant and Hotel Bar **(Second Reading, Public Hearing)**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE" BY SPECIFICALLY AMENDING ARTICLE XII TO BE RETITLED "SPECIAL USE AND CONDITIONAL USE REGULATION" ; PROVIDING FOR THE CREATION OF SECTION 12-252 TO BE ENTITLED "CONDITIONAL USE"; PROVIDING FOR THE CRITERIA FOR CONDITIONAL USE; PROVIDING FOR ENFORCEMENT ACTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

IV. DISCUSSION & POSSIBLE ACTION

- A.** Discussion on Enclosures Around Outdoor Dumpsters.
- B.** Discussion on *Bahamas Our Islands, Our Future Campaign* to Ban the Bahamas Petroleum Company from Offshore Oil Drilling in Bahamian Waters.

V. RESOLUTIONS & CONTRACTS

- A. Resolution No. 2021-09** Consideration to Accept Calvin, Giordano & Associates, Inc. (CGA) Proposal No. 21-4197 and Authorize Appropriate Town Officials to Execute Agreement with CG&A for Professional Planning Services, Piggybacking on the Agreement between City of Oakland Park, Florida & CG&A approved through RFP#030218.
- B. Resolution No. 2021-10** Ratifying the Agreement Between Gemstone Builders, LLC and the Town of Hillsboro Beach for Exterior Construction to Town Hall.
- C. Resolution No. 2021-11** Consideration to Authorize and Approve the Use of \$3,715.00 of Federal Forfeiture Funds Towards 400 Hour Training Course Provided by the Southern Police Institute.
- D. Resolution No. 2021-12** Resolution of the Town Commission of the Town of Hillsboro Beach, Florida Opposing Senate Bill 522 and House Bill 219, Preempting the Regulation of Vacation Rentals to the State.

VI. CONSENT

A. INVOICES FOR APPROVAL

- 1. **CG&A:** Invoice #81869 11/30/2020 **\$14,812.43**
- 2. **CG&A:** Invoice #83208 1/31/2021 **\$19,781.42**
- 3. **Goren, Cherof, Doody & Ezrol** Invoice #34758 Services 1/25/2021 thru 2/17/2021 **\$4,370.55**
- 4. **Inframark:** Invoice # 60452 2/11/2021 **\$7,445.06**
- 5. **LSF:** Invoice # 21-0131-26 January 2021 **\$5,615.88**
- 6. **Moffat & Nichol:** Invoice #00756917 Services rendered 9/27/2020 thru 11/28/2020 **\$14,628.34**
- 7. **Moffat & Nichol:** Invoice #00757356 Services rendered 11/29/2020 thru 12/26/2020 **\$3,625.75**

VII. BEACH REPORT

- A.** Update on Hillsboro Beach & Deerfield Beach Joint RFQ 21-15-JW Coastal Engineering Services (Beach Nourishment)

VIII. STAFF UPDATES

- A. Police Department**
Presented by Chief Jay Szesnat
- B. Building Dept**
Presented by Steve Mitchell, Building Official, CG&A
- C. Finance Department**
Presented by Stephen Bloom, Inframark

D. Code Compliance

Presented by Mario Sotolongo, CG&A

IX. TOWN MANAGER REPORT

A. Employee Recognition for Juan Rivera, Water Treatment Plant

B. Pump Station Roof Update

C. Municipal Election - March 9, 2021 (Town Clerk)

X. TOWN ATTORNEY REPORT

XI. TOWN COMMISSION COMMENTS/REPORTS

XII. PUBLIC COMMENTS

XIII. ADJOURNMENT

UPCOMING MEETINGS & EVENTS

- A.**
- | | | |
|-------------------|------------|---|
| Mon. Feb. 8, 2021 | - | Last Day to Register to Vote for Municipal Election
www.RegisterToVoteFlorida.gov |
| Sat. Feb 27, 2021 | by 5:00 PM | Last Day to Request "Mail-In-Ballot" for Municipal Election |
| Tue. Mar 2, 2021 | 9:00 AM | Regular Town Commission Meeting |
| Tue. Mar 9, 2021 | 7AM-7PM | Town Municipal Election Day |
| Tue. Mar 16, 2021 | 9:30 AM | Reorganization Meeting |
| Tue. Apr 6, 2021 | 9:00 AM | Regular Town 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.



TAB 1

APPROVAL OF MINUTES



DRAFT

**MINUTES
TOWN OF HILLSBORO BEACH
REGULAR COMMISSION MEETING
FEBRUARY 2, 2021**

9:00 A.M.

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Deborah L. Tarrant called the meeting to order at 9:00 a.m. Roll was called with the Commission members and staff present 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 Clerk Sherry D. Henderson explained this live meeting was being held with a quorum present in Town Hall following the expiration of the Governor's order allowing for online meeting and outlined the procedure to be followed for online participation by the public. She explained the notice given and provided instruction on the Zoom system being utilized to host the meeting online. She further noted public comment was being accepted by email, as well as on the Zoom system.

APPROVAL OF AGENDA

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

I. APPROVAL OF MINUTES

A. Minutes of the January 5, 2021 Zoning & Appeals Meeting

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to approve the minutes from the January 5, 2021 Zoning and Appeals Meeting as printed. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Minutes of the January 5, 2021 Regular Meeting

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to approve the minutes from the January 5, 2021 Regular Meeting as printed. In a roll call vote, the **motion** passed unanimously. (5-0)

II. ORDINANCES

A. Proposed Ordinance No. 2021-01 Amendment to the Town's Code of Ordinance Allowing Provisions for Virtual Public Meetings by Use of Communication Media Technology During a Declared Emergency or Other Circumstances to Protect Health and Safety. (First Reading)

AN ORDINANCE OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AUTHORIZING THE TOWN MANAGER TO MAKE PROVISIONS FOR PUBLIC MEETINGS BY USE OF COMMUNICATION MEDIA TECHNOLOGY AND FOR ATTENDANCE BY USE OF SUCH TECHNOLOGY BY ELECTED AND APPOINTED OFFICIALS DURING PERIODS OF A PUBLIC HEALTH EMERGENCY OR OTHER CIRCUMSTANCES IN WHICH THE TOWN COMMISSION DETERMINES NECESSARY TO PROTECT THE HEALTH AND SAFETY OF TOWN OFFICIALS, TOWN STAFF, AND THE PUBLIC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Doody read the Ordinance by title only.

Mr. Serda explained the Ordinance created accommodations in the case of a public health emergency to allow the Town Commission to meet remotely, to enact measures as necessary for accommodation, and to allow for public participation remotely as needed.

Mr. Doody stated the Ordinance was patterned after the Ordinances of other municipalities throughout Florida to allow the Town Commission flexibility to attend in person or electronically during a state of emergency due to the pandemic.

Mayor Tarrant asked for clarification regarding the other circumstances within the Ordinance and asked if a vote would be required.

Mr. Doody confirmed that was the intent, and noted the Ordinance was meant to have some degree of flexibility.

Discussion ensued regarding the process which would be required in order to enact the

Ordinance.

Mayor Tarrant provided language to add to the Ordinance upon second reading regarding the source of the emergency order.

Discussion ensued regarding the number of Commissioners to be required in person for both the Commission and for Zoning and Appeals meetings.

Mr. Doody recommended a physical quorum for Zoning and Appeals meetings where possible.

Mayor Tarrant opened the Ordinance to public comment, however there being none to speak, closed the public hearing.

Motion made by Commissioner Baldasarre, seconded by Commissioner Feaman, to approve amending lines 43 and 44 of paragraph 17 on page 3 to add the words “during a state of emergency” following attendance. In a roll call vote, the **motion** passed unanimously. (5-0)

Motion made by Commissioner Feaman, seconded by Commissioner Baldasarre, to approve the first reading of Ordinance 2021-01 as amended. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Ordinance No. 2021-02 Amendment to the Town’s Code of Ordinances Relative to Service Charges and Cost Recovery (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 12 ENTITLED “LAND DEVELOPMENT CODE” BY SPECIFICALLY AMENDING SECTION 12-2 ENTITLED “DEVELOPMENT REVIEW ADMINISTRATION” TO CREATE SECTION 12-2 (H) RELATIVE TO SERVICE CHARGES AND COST RECOVERY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Doody read the Ordinance by title only.

Mr. Serda provided a brief background on the issue. He explained developers and homeowners periodically engage with the Town throughout the planning process which results in costs for outside planners, traffic studies, and attorneys. He stated the Ordinance would provide for an upfront deposit toward costs.

Discussion ensued regarding the point in the process at which legal fees might be accrued in the planning process as well as regarding the language utilized.

Commissioner Baldasarre asked if the other communities had similar legislation.

Mr. Doody explained the Ordinance was typical for municipalities similar in size to Hillsboro Beach.

Commissioner Baldasarre asked how the amount of the deposit would be determined.

Mr. Doody outlined the process for creating a rational basis for the deposit, estimating hourly rates by consultants and attorneys.

Mayor Tarrant opened the Ordinance to public comment, however there being none to speak, closed the public hearing.

Motion made by Commissioner Feaman, seconded by Commissioner Baldasarre, to approve the first reading of Ordinance 2021-02 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

C. Ordinance No. 2021-03 Amendment to the Town's Code of Ordinance, Amending the Land Development Code and Creating "Conditional Use" for Restaurant and Hotel Bar (**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 12 ENTITLED "LAND DEVELOPMENT CODE" BY SPECIFICALLY AMENDING ARTICLE XII TO BE RETITLED "SPECIAL USE AND CONDITIONAL USE REGULATION"; PROVIDING FOR THE CREATION OF A SECTION 12-252 TO BE ENTITLED "CONDITIONAL USE"; PROVIDING FOR THE CRITERIA FOR CONDITIONAL USE; PROVIDING FOR ENFORCEMENT ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Doody read the Ordinance by title only.

Mr. Serda explained the item was an effort to clarify the permissible uses allowable in Town, particularly commercial uses, and was a joint effort of staff from multiple departments.

Mr. Doody stated he had reviewed the Code while crafting this Ordinance, and it was evident that there was no recognition of commercial uses. He noted the nature of Hillsboro Beach is predominantly residential, but discussion regarding commercial projects had brought the issue to the forefront. He explained this Ordinance was a tool for the Commission to regulate commercial use and maintain the Town's lifestyle and outlined application.

Mayor Tarrant highlighted scrivener's errors within the document and asked for clarification regarding definitions.

Mr. Doody agreed to address ambiguity and questions regarding language between first and second reading.

The Commissioners discussed how existing condominium communities would be impacted by the conditional use within the Ordinance, as well as the square footage requirements outlined and table size restrictions.

Mr. Doody explained the recommendations within the Ordinance were not arbitrary and had been recommended by contracted planner.

Discussion ensued regarding whether a restaurant or bar would be permitted to be open to the public.

Mayor Tarrant stated she wanted wording included to state facilities could only be available to the guests of the hotel, motel, or condominium they were a part of.

Mr. Doody clarified the request was that incidental operation of a restaurant or bar be limited to guests on premises.

Commissioner Feaman stated she wanted to make sure there were certain things prohibited, as she did not want to see a restaurant that was open to the public in the Town of Hillsboro Beach.

Mayor Tarrant asked for clarification regarding enforcement of restrictions on alcohol service.

Mr. Doody pointed to the line regarding filing for an injunction and explained revocation of the conditional use would be available as enforcement mechanisms.

Discussion ensued regarding the importance of creating a mechanism to deny applications and restrictions the Town wanted to put in place.

Mr. Doody noted that any commercial use not outlined within the Ordinance was also specifically not permissible.

The Commissioners and staff discussed liquor license restrictions and the areas in which the municipality has authority.

Mr. Doody outlined the extensive list of items which would be up for discussion during a conditional use hearing.

Mayor Tarrant asked that a restriction to not allow bars and restaurants to be open past midnight be added to the Ordinance.

Commissioner Brown compared the situation to a golf club where only members were permitted to eat and drink and no cash was exchanged. He asked if that restriction might be useful.

Mr. Doody stated the concept had been discussed, but he had reservations. He noted that would allow for the owner to sell memberships to the public and explained that would expand the potential for additional guests.

Mr. Doody asserted getting into the restriction of patrons was a difficult area to enforce but restricting the size of the restaurant would have a direct impact on the economics of the operation and reduce the exposure to outside patrons, resulting in parking and traffic issues.

The Commissioners and staff discussed the size which should be permitted and the number of tables the space would accommodate.

Mr. Doody indicated he could delete reference to 25 rooms on page 3, line 2 and allow staff to review the square footage and bring forward options at the next meeting to clarify whether the square footage was inclusive or exclusive of the kitchen.

Mayor Tarrant opened the Ordinance to public comment.

Debbie Orshefsky, attorney representing Seabonay Hotel, stated she appreciated the thoughtful discussion and the creation of a set of standards. She offered a clarification regarding the gross floor area of the provisional use on page 14.

Mayor Tarrant asked if an additional amendment should be made.

Mr. Doody stated he had received the recommendation from the Ms. Orshefsky the day before, and asked that he be allowed time to discuss the item with the staff and the consultants before making an amendment.

Ms. Orshefsky stated the Seabonay understood the restriction to only allow service to guests, and noted she was drafting wording for the application to recognize the request.

Jane Reiser, 1050 Hillsboro Mile, referenced a previous restaurant and stated they had a huge parking lot. She asserted the change should not be made. She stated the change invited noise and other disruptions, and she would not want to be a neighbor to it. She noted she did not see any benefits to the Town.

Mayor Tarrant closed the public hearing.

Motion made by Commissioner Baldasarre, seconded by Vice Mayor Kirdahy, to amend the Ordinance to delete the reference to 25 rooms on page 3, line 2. In a roll call vote, the **motion** passed unanimously. (5-0)

Motion made by Commissioner Feaman, seconded by Vice Mayor Kirdahy, to approve the first reading of Ordinance 2021-03 as amended. In a roll call vote, the **motion** passed unanimously. (5-0)

III. DISCUSSION & POSSIBLE ACTION

A. Discussion on Policy for Protesting Competitive Solicitation Bids

Mr. Serda explained the Town did not have a bid protest policy which would allow for the second or third ranked bidder to protest the selection made. He noted it also did not provide for a bid protest bond and stated the alternative put forth by Mr. Doody was to add language that those participating waived the right to protest.

Mr. Doody stated the Request for Proposals (RFP) would prohibit protest, and submission would mean the bidder accepted the terms. He provided an example and noted providing for protest meant potentially inviting those protests.

IV. RESOLUTIONS & CONTRACTS

A. Resolution No. 2021-07 Consideration to Approve and Authorize Appropriate Town Officials to Execute the Second Amendment to and Restatement of the Transportation System Surtax Interlocal Agreement.

Mr. Doody read the Resolution by title only.

Mr. Serda explained the County was requiring the amendment regarding the transportation surtax, and stated the Town participates through funding of the shuttle.

Mayor Tarrant stated it was disappointing that Hillsboro Beach's surtax funds were going everywhere but the Town because they did not qualify for the top 500 projects.

Motion made by Commissioner Feaman, seconded by Commissioner Brown, to approve Resolution 2021-07 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Resolution No. 2021-08 Consideration to Approve and Authorize Appropriate Town Officials to Execute Interlocal Agreement with Palm Beach County Public Safety Radio System.

Mr. Doody read the Resolution by title only.

Mr. Serda summarized that the Town had replaced the majority of the Police Department radios utilizing Federal Forfeiture Funds, and those radios allow for interoperability with neighboring governments as well as between Police and Fire. He explained the Interlocal Agreement was required by Palm Beach County to outline the guidelines of interoperability between the Town and the neighboring County.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to approve Resolution 2021-07 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

IV. CONSENT AGENDA

A. Invoices for Approval

1. **CG&A:** Invoice # 82506 12/31/2020 **\$23,911.38**
2. **Gardner, Bist, Bowden, & Bush:** Invoice # 10023 December 2020 (Assistance on Beach Nourishment Issues) **\$2,586.14**
3. **Goren, Cherof, Doody & Ezrol P.A.:** Invoice #34392 Services rendered from 12/28/2020 thru 01/21/2021 **\$7,0808.00**
4. **Goren, Cherof, Doody & Ezrol P.A.:** Invoice #34393 Services rendered thru 01/15/2021 **\$1,228.70**
5. **Inframark** Invoice #59437 January 2021 **\$7,492.78**
6. **LSF:** Invoice #20-1231-26 December 2020 **\$5,615.88**
7. **Moffat & Nichol:** Invoice #00757189 December 2020 **\$10,953.75**

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

V. BEACH REPORT

A. Update on Hillsboro Beach and Deerfield Beach Joint RFQ 21-15-JW Coastal Engineering Services (Beach Nourishment)

Mr. Serda explained the joint Request for Qualifications (RFQ) was published and noted emailed the Commissioners with the expected bid schedule. He stated the next steps

would be for review of the bids. He pointed out there was currently a cone of silence in place for all parties involved and encouraged the Commissioners to send anyone with questions regarding the joint agreement to himself or to the Deerfield Beach procurement department.

Mr. Serda stated the RFQ was critical for the success of the project moving forward, and stated his hope that the committee would identify someone dynamite to get everything done in the short time frame.

Mayor Tarrant stated she could not emphasize enough how important this was, because the first nourishment would create a precedent for the next 30 years. She noted the process was moving along as fast as possible and that they were working to protect the interests of Hillsboro Beach.

Vice Mayor Kirdahy asked for clarification regarding the timeline.

Mr. Serda stated conceivably, Boca Raton was planning to dredge for sand between November and March, and the effort was to get the ducks in a row so that the joint project was in place when that opportunity to cooperate with Boca Raton presented itself.

Mayor Tarrant explained the goal was to address the sand issue at the end of the upcoming turtle season.

B. Update on FEMA Funded Beach Mitigation Study

Mr. Serda provided an update on FEMA funds previously accepted by the Commission to fund 75 percent of the beach mitigation study. He explained the process was not yet approved by FEMA, and was in the environmental hazard review process, which takes a couple of months. He stated with this delay, the study may not be available to integrate the ideas into the efforts of the first nourishment with Deerfield Beach. He noted he had consulted with Dr. Jackie Brower and staff was considering sending a certified letter to the state DEP to see if they could assist in the process with FEMA.

Mayor Tarrant stated this would be the first time a coastal cell, inlet to inlet, would be evaluated. She noted that was a big win and asserted the letter was a good idea.

Mr. Serda added that the beach management plan was required in order to move forward with FEMA funding.

Commissioner Baldassarre asked how long the application had been being processed, and Mr. Serda responded it had been three (3) months.

Mayor Tarrant commented on taking weather conditions into account when looking at the timing of beach nourishment and stated she didn't know if it was possible to include that in the construction RFP, but she hoped climate issues would be considered.

V. STAFF UPDATES

A. Police Department

Police Chief Szesnat presented his report, noting he had provided a snapshot of notable events, patrols, traffic, training, and other issues. He stated if the Police Department just gives out numbers, it doesn't tell what they actually do, so he wanted to include some narrative to showcase what the Department does.

Mayor Tarrant thanked Chief Szesnat for the format of the new report. She noted the graphics showed how the Police Department spends its time, broken down into a variety of categories, and pointed out the changes in priority over 2020 in response to the requests of the Commission.

Chief Szesnat stated since he had been sworn-in (May 2020), he had been working to determine how to better use the marine unit and had tasked Lieutenant James Pugliese with investigating the issues. He noted the creation of a better service to reach the residents and introduced Lieutenant Pugliese to introduce the WAVES Program.

Lieutenant Pugliese outlined the WAVES Program, commenting on ongoing issues with repair needs on the marine unit and discussing efforts to utilize the unit to provide services effectively and efficiently. He outlined goals of the program, which ran November through December, and pointed out the results of the increased attention to the marine unit.

Mayor Tarrant pointed out a substantial increase in paying attention to the three (3) miles of Intracoastal and beach, and not just the three (3) miles of road. She called the effort phenomenal.

Chief Szesnat commented on a serious traffic accident which had started in Deerfield Beach and moved into Hillsboro Beach, and stated Sergeant Robert Gianino had handled the issue well and received a letter of commendation in reference to the call.

Mayor Tarrant stated the Town was incredibly fortunate to have Sergeant Gianino with his calm and professional bearing. She quoted the letter and added it was great to see the effort acknowledged.

Commissioner Feaman asked for an update on notification regarding a missing surfer.

Chief Szesnat stated it appeared to be a pelican.

Mayor Tarrant commented the word seemed to be getting around the bicyclists, as they were making an effort to follow the rules.

Commissioner Feaman noted the crosswalk sign by Port De Mer was missing.

Chief Szesnat stated it had been looked into.

Mayor Tarrant asked Chief Szesnat to thank Sergeant Gianino and let him know how much the Commission appreciated him.

B. Finance Department

Steven Bloom presented the December financial report, noting all funds were exceeding 25 percent excluding fines and forfeitures. He explained the budget was at a surplus of 2.47 percent as property tax collections were at 84.3 percent and the first quarter was looking good.

Mr. Bloom reviewed expenditures from the General Fund, and noted total expenditures were at 28.2 percent of the annual budget. He stated \$72,000 had been received in CARES Act reimbursement.

Continuing, Mr. Bloom discussed highlights of Special Revenue Funds, pointing out the Community Bus Fund had a surplus reflected but future projects were scheduled to utilize the funds. He stated the Marine Law Enforcement Fund was at 34.3 percent of annual budget, but that line item was funded dollar for dollar. He pointed out \$106,000 in the Federal Forfeiture Fund.

Mr. Bloom reviewed the Debt Service Fund, noting the FEMA bridge loan had been paid off. He addressed the Water Fund, noting a deficit of \$13,600 in debt service related to the water main project. He stated the fund was coming up short of budget in terms of revenue, and shared a chart comparing month-to-month and year-to-year. He pointed out there had been no capital purchases yet in the Water Fund.

Mr. Bloom shared the slides tracking fuel costs and Workers' Compensation Insurance premiums and claims.

Mayor Tarrant asked if any additional CARES Act funding was expected.

Mr. Serda responded yes, the Town had not yet been completely reimbursed.

Mayor Tarrant asked if Federal Forfeiture Funds could be utilized to purchase a new boat when the time came.

Mr. Serda confirmed that item was on the priority list.

C. Building Services Report

Steve Mitchell, Building Official with CG&A, provided his report. He stated workflow had dropped off dramatically as not much was currently happening in the field. He added that the year was looking to be incredible, with as many as seven (7) new homes going in. He stated he was receiving nearly weekly calls about new projects, and people were anxious to get in the ground.

Mr. Mitchell stated a large permit for 1105 Hillsboro Mile was expected shortly, and reviewed additional projects anticipated in the near future. He noted a lot of plan review was being conducted.

D. Code Compliance Report

Mario Sotolongo, Code Supervisor with CG&A, gave a brief update on Code Compliance. He stated it had been a slow month with only one (1) new case, but he had done extensive work on hearings, mostly in relation to one (1) specific property.

Mr. Sotolongo stated he had been busy with the seawall issue and the vacation rental program. He noted one (1) of the two (2) vacation rental applications was in, and the property was in compliance.

Continuing, Mr. Sotolongo explained he had attended the County's workshop regarding sea turtle lighting and received good information. He stated the Town had expressed their intent to begin sea turtle enforcement in February, ahead of the season.

Mayor Tarrant asked how many properties were currently addressing seawall issues.

Mr. Sotolongo responded that there were currently nine (9) on the south end of Town.

Mayor Tarrant stated the Town was blessed to have staff like Mr. Sotolongo and read a letter from a former resident at Opal Towers commending him for his being smart, kind, professional, and following up, and thanking the Town for employing him.

The Commissioners discussed how the changes to Building Services and Code Enforcement made people want to build in Hillsboro Beach.

Mr. Serda stated it was almost unheard of to hear compliments of Code Officers and added his kudos.

VI. TOWN MANAGER REPORT

A. Town Hall Exterior Renovations

Mr. Serda explained the proposal before the Commission was not ready for approval, but to identify those things being addressed in addition to painting Town Hall and the shutters. He reviewed the list.

The Commissioners and staff discussed the nesting of the iguanas around the Postman and safety precautions upon removal of the rocks.

Mayor Tarrant asked for clarification regarding the underside of windows and doors related to water intrusion issues.

Mr. Serda stated that work was being handled in the painting contract, which was separate.

Mayor Tarrant asked for clarification regarding the timeline.

Mr. Serda stated the contractor was ready to go.

Mayor Tarrant asked that the signs be ordered so they were ready when the work was completed.

Mr. Serda requested and received a consensus to move forward with the Town Hall project and have the action ratified at the March meeting.

B. COVID-19 Vaccination Update

Mr. Serda provided an update on bringing a vaccine clinic to Hillsboro Beach. He stated the item was stalled waiting for supply and also for ratification of the agreement to administer the vaccines. He noted Commissioner Baldasarre had completed the training to mix and administer the vaccines.

Mayor Tarrant noted they needed a continuous supply before committing to the plan.

Vice Mayor Kirdahy discussed potential increased efforts to improve vaccine production in the country she had heard about.

Commissioner Baldasarre noted there was a large vaccine site at Pompano Center that would also be close for residents.

C. Pump Station Roof Update

Mr. Serda stated the Town had an RFP out to replace the pump station roof, as it was in deplorable condition and starting to show leaks. He noted Mayor Tarrant had received a complaint regarding the water tank and an RFP was also in place to address the issue.

Mr. Serda stated the Police Department was educating regarding dogs on the beach, and next week would be working on enforcement.

Commissioner Feaman suggested revisiting the Ordinance related to dogs on the beach, noting everyone brought their dogs on the beach.

Mr. Serda stated there was an enforcement mechanism in place regarding dogs on the public side of the beach.

Mr. Serda updated on the records room, noting Town Clerk Henderson and Daniela Joseph had cleaned out 16 file cabinets, which meant the records room was about 40 percent cleaned out and files had been digitized. He noted the cabinets went to auction.

D. 2021 Holiday Decorations

Mr. Serda explained that typically the Town waits until October to get quotes for the holiday decorations and there were issues in getting responses in the past, but this year staff would be starting the process earlier to get ahead of the issue.

VII. TOWN ATTORNEY REPORT

Mr. Doody advised the Commission that he had an informal conversation regarding the Hillsboro Club. He stated there was preliminary discussion regarding potential renovations.

Commissioner Feaman asked for details.

Mr. Doody stated per his conversation the Club was examining the idea and considering renovations, but had no degree of detail at this time.

VIII. TOWN COMMISSION COMMENTS/REPORTS

A. Commissioner Andrew R. Brown

None.

B. Commissioner Barbara Baldasarre

Commissioner Baldasarre stated the monthly Broward League of Cities meeting was coming up on Thursday and the Condo Forum was scheduled for the following week. She noted they were working to build membership, but those who have participated so far have been positive and willing to share with one another.

Commissioner Feaman asked if there were any issues the Commission should be aware of.

Commissioner Baldasarre shared concerns regarding insurance rates and the cooperation that had stemmed from conversations at the meetings and noted some of the associations were working on electric vehicle charging stations.

C. Commissioner Vicky Feaman

Commissioner Feaman stated she would like to see an Ordinance concerning enclosures around dumpsters visible from State Road A1A.

Mr. Serda asserted it had been discussed previously but there was not a consensus on the issue. He noted they could review fences or landscaping.

Commissioner Feaman stated landscaping gets ruined, fences do not.

Discussion ensued regarding specific properties and potential solutions.

Vice Mayor Kirdahy clarified she would like to see standards included within a potential Ordinance.

Mr. Doody stated if there was a consensus, he would work with Mr. Serda to draft legislation. He noted details which would need to be considered.

Mayor Tarrant stated there was a consensus to start the process.

D. Vice Mayor Irene Kirdahy

Vice Mayor Kirdahy explained she had not been able to attend the Metropolitan Planning Organization (MPO) meeting. She noted she had reviewed the report and there was not anything particularly pertinent to the Town.

E. Mayor Deborah L. Tarrant

Mayor Tarrant shared a request was received for a Proclamation to name February as Heart Awareness Month, but the request was not received in time for the February 2nd agenda. She recognized the month and stated the Broward Elected Women in Government group was asking that everyone wear red on February 5th

Commissioner Baldasarre thanked staff for the great job they had done in putting on the recycling/shredding event on January 16th.

Mr. Serda stated two (2) pallets of paint and two (2) pallets of electronic recycling was brought in. He noted the entire event was well attended.

IX. PUBLIC COMMENTS

Town Clerk Henderson stated there were no public comments received in writing.

X. ADJOURNMENT

Motion made by Commissioner Feaman, seconded by Vice Mayor Kirdahy, to adjourn the meeting at 11:42 a.m. In a roll call vote, the **motion** passed unanimously. (5-0)

ADOPTED THIS _____ DAY OF _____, 2021

By: _____
Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Update on the Department of Transportation Design of State Road A1A, presented by Calvin, Giordano & Associates, Inc. (CG&A)

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

Agenda Date: March 2, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. TAB 2 - PRESENTATIONS



TAB 2

PRESENTATIONS

Established 1939

www.TownofHillsboroBeach.com



TAB 3-A

ORD No. 2021-01

Ordinance No. 2021-01 Amendment to the Town's Code of Ordinance Allowing Provisions for Virtual Public Meetings by Use of Communication Media Technology During a Declared Emergency or Other Circumstances To Protect Health and Safety.

(Second Reading, Public Hearing)

ORDINANCE NO. 2021-01

AN ORDINANCE OF THE TOWN OF HILLSBORO BEACH, FLORIDA,
AUTHORIZING THE TOWN MANAGER TO MAKE PROVISIONS FOR
PUBLIC MEETINGS BY USE OF COMMUNICATION MEDIA
TECHNOLOGY AND FOR ATTENDANCE BY USE OF SUCH
TECHNOLOGY BY ELECTED AND APPOINTED OFFICIALS DURING
PERIODS OF A PUBLIC HEALTH EMERGENCY OR OTHER
CIRCUMSTANCES IN WHICH THE TOWN COMMISSION
DETERMINES NECESSARY TO PROTECT THE HEALTH AND
SAFETY OF TOWN OFFICIALS, TOWN STAFF, AND THE PUBLIC;
PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY;
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interest of the
citizens and residents of the Town of Hillsboro Beach, to make provisions for public
meetings by use of communication media technology and for attendance by use of
such technology by elected and appointed officials during periods of a public health
emergency or other circumstances in which the Town Commission determines
necessary to protect the health and safety of Town Officials, Town staff, and the
public.

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

SECTION 1. The foregoing whereas clause is hereby ratified and
confirmed as being true and correct and is hereby made a part of this Ordinance.

SECTION 2. LEGISLATIVE FINDINGS, PURPOSE, AND INTENT.

In adopting this Ordinance, the Town Commission of the Town of Hillsboro Beach
(the "Town Commission") intends to protect the public health and safety by making
provisions for the occurrence of and attendance at public meetings by use of

1 communication media technology ("CMT") during local public health emergencies.

2 The Town Commission finds:

- 3 1. The Coronavirus (COVID-19) is a respiratory illness caused by a virus that
4 spreads rapidly from person to person and may result in serious illness or
5 death, constitutes a clear and present threat to the lives, health, welfare,
6 and safety of the people of Hillsboro Beach.
7
- 8 2. On March 1, 2020, Ron DeSantis, Governor of the State of Florida, issued
9 Executive Order No. 20-51, directing the Florida Department of Health to
10 issue a Public Health Emergency.
11
- 12 3. On March 1, 2020, the State Surgeon General and State Health Officer
13 declared that a Public Health Emergency exists in the State of Florida as a
14 result of COVID-19.
15
- 16 4. On March 9, 2020, Governor DeSantis declared that a state of emergency
17 exists in the State of Florida as a result of the continued spread of COVID-
18 19.
19
- 20 5. On March 17, 2020, Mayor Deborah L. Tarrant issued a proclamation
21 declaring a State of Emergency.
22
- 23 6. To reduce the spread of COVID-19, the United States Centers for Disease
24 Control and Prevention ("CDC") recommends implementation of
25 community mitigation strategies to increase containment of the virus.
26
- 27 7. The current outbreak of COVID-19 has made the Town Commission acutely
28 aware that provisions must be made to ensure that the business of
29 municipal governance can occur without unnecessarily exposing public
30 officials, Town personnel or members of the public to a risk of infection
31 while ensuring public access and open government.
32
- 33 8. As of January 19, 2021, the Florida Department of Health reports a total
34 number of COVID-19 cases of 1,589,097 in Florida and 160,514 cases in
35 Broward County.
36
- 37 9. Florida law, including Article 1, Section 24 (b) Florida Constitution, and
38 Florida Statutes Sections 286.011 and 166.041, requires that meetings of
39 elected and appointed officials ("Bodies"), for the conduct of public
40 business, must be held following procedures (notice, access of meetings,
41 opportunity to be heard, the taking of minutes, etc.) that ensure that the
42 public is able to participate in and be aware of the decision making process
43 (the "Sunshine Law").

{00426337.5 1182-0606490}

- 1 10. On March 20, 2020, Governor DeSantis issued Executive Order Number 20-
2 69 which suspended any Florida Statute that requires a quorum to be
3 present in person or requires a local government body to meet at a specific
4 public place and permits local government bodies to utilize CMT such as
5 telephonic and video conferencing, as provided in section 120.54(5)(b)2.,
6 Florida Statutes. EO 20-69 has been extended on several occasions
7 reflecting the continued state of emergency and threat to the public when
8 gathering to attend public meetings.
9
- 10 11. Section 4 D of Governor DeSantis' Executive Order 20-52 expressly
11 authorized the Town Commission to take whatever prudent action is
12 necessary to ensure the health, safety, and welfare of the community in
13 accordance with section 252.38, Florida Statutes.
14
- 15 12. Chapter 252, Florida Statutes, among other things, confers upon the Town
16 Commission the emergency powers provided for in Chapter 252 in order
17 to protect the public peace, health, and safety; and to preserve the lives and
18 property of the people of the state; and to "make, amend, and rescind such
19 orders and rules as are necessary for emergency management purposes
20 and to supplement the carrying out of the provisions of ss. 252.31-252.90,
21 but which are not inconsistent with any orders or rules adopted by the
22 division or by any state agency exercising a power delegated to it by the
23 Governor or the division." Section 252.46(1), Florida Statutes.
24
- 25 13. COVID-19 has created or imminently threatens to create conditions that
26 may severely affect the public health, safety, welfare and security of the
27 citizens, residents and visitors of the Town of Hillsboro Beach, Florida.
28
- 29 14. The Town Commission finds there is a clear and present danger in holding
30 a public "in person" meeting for those attending and those who come in
31 contact with those attending.
32
- 33 15. The technology exists to conduct public meetings using technology in
34 which the Town can comply with the provisions of the Sunshine Law while
35 preserving human life.
36
- 37 16. The Town Commission also possesses broad home rule powers that
38 authorize it to protect the public health, safety, and welfare, declare
39 emergencies, and protect its citizens.
40
- 41 17. The Charter does not prohibit attendance at the meeting of Town
42 Commissioners by electronic media and the Town Commission finds that
43 its attendance requirement for the purpose of establishing a quorum,
44 participating and voting can be satisfied by physical or CMT attendance
45 during a state of emergency.

1
2 18. The Town Commission finds that it is in the best interests of the Town
3 Commission, Town personnel, and citizens and residents of the Town to
4 authorize the Town Manager to provide for the Town Commission to be
5 able to attend meetings electronically during a declared public health
6 emergency or other emergencies as may be determined by the Town
7 Commission, pursuant to the Town's Charter, Chapter 252, Florida States,
8 Section 4 D of Governor DeSantis' Executive Order 20-52, and the Town's
9 home rule authority, including that set forth in Article VIII, Section 2(b),
10 Florida Constitution, and Section 166.021, Florida Statutes.
11

12 **SECTION 3. DECLARATION OF EMERGENCY.** Pursuant to its home rule

13 powers, Chapter 252, Florida Statutes, and based upon the Legislative Findings set
14 forth in the above-stated recitals, the Town Commission of the Town of Hillsboro
15 Beach hereby finds and declares that a public health emergency exists requiring
16 immediate action by the Town Commission. By virtue of the threat to public health
17 and safety and by virtue of the threat to the Town's financial health and home rule
18 powers, it is necessary for the Town to implement this regulation.

19 **SECTION 4. AUTHORIZATION FOR PUBLIC MEETINGS WITHOUT**

20 **PHYSICAL PRESENCE.** The Town Manager is hereby authorized, pursuant to
21 the home rule authority of the Town Commission, Chapter 252, Florida Statutes, and
22 Section 4 D of Governor DeSantis' Executive Order 20-52 and based upon the
23 Legislative Findings set forth in the above-stated recitals, during a declared public
24 health emergency or other emergencies as may be determined by the Town
25 Commission to:

- 26 a) arrange for the Town Commission and Board of Zoning Appeal to meet
27 electronically;
28
29 b) to implement any rules of procedure promulgated by the Town
30 Commission to ensure compliance with the Sunshine Law;

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c) provide technology and administrative support as necessary to fulfill these objectives and to ensure that members of the public are to attend meetings of the Town Commission and of the Board of Zoning Appeal electronically.

Such a meeting may only be conducted without the physical presence of a quorum of the Town Commissioners, if an emergency is declared based upon an infectious disease, and only so long as (1) the meeting is properly noticed, (2) minutes are taken, and (3) the public is permitted to attend via technology such as teleconferencing or web-based conferencing.

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

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 7. EFFECTIVE DATE. This Ordinance shall be effective upon its passage and adoption by the Town Commission of the Town of Hillsboro Beach.

1 PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
2 HILLSBORO BEACH, FLORIDA, ON FIRST READING, THIS 2nd DAY OF FEBRUARY,
3 2021.

4

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO
BEACH, FLORIDA, ON SECOND AND FINAL READING, THIS ____DAY OF _____,
2021.

5

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9

ATTEST:

10

11

By: _____
Sherry D. Henderson, CMC, Town Clerk

12

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APPROVED AS TO FORM:

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20

Donald J. Doody, Town Attorney

21

22

ORDINANCE NO. 2021-01

RECORD OF TOWN COMMISSION VOTE:

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

Sold To:

Town Of Hillsboro Beach - CU00114721
1210 Hillsboro Mile
Hillsboro Beach,FL 33062

Bill To:

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1210 Hillsboro Mile
Hillsboro Beach,FL 33062

Published Daily

Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Illinois

County Of Cook

Before the undersigned authority personally appeared

Jeremy Gates, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11745-Other Legal Notices ,

Was published in said newspaper in the issues of; Feb 17, 2021

Affiant further says that the said SUN-SENTINEL is a newspaper published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, and that the said newspaper has heretofore been continuously published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, each day and has been entered as second class matter at the post office in BROWARD County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised, any person, firm or corporation, any discount, rebate, commission or refund, for the purpose of securing this advertisement for publication in the said newspaper.

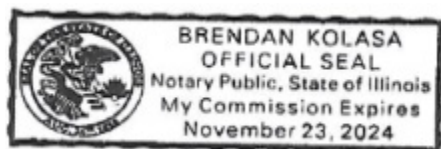


Signature of Affiant

Sworn to and subscribed before me this: February 18, 2021.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

Affidavit Delivery Method: E-Mail

Affidavit Email Address: shenderson@townofhillsborobeach.com
6879596

PUBLIC HEARING

DECLARED EMERGENCY VIRTUAL MEETINGS

TUESDAY, MARCH 2, 2021 AT 9:00AM

NOTICE IS HEREBY GIVEN that prior to the Town of Hillsboro Beach Commission's consideration of the Second Reading of Ordinance 2021-01, a Public Hearing will be held on Tuesday, March 2, 2021 at 9:00 AM. The Public can join and provide comments via Live Zoom Video Conference. ORDINANCE NO. 2021-01

DECLARED EMERGENCY VIRTUAL MEETINGS

AN ORDINANCE OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AUTHORIZING THE TOWN MANAGER TO MAKE PROVISIONS FOR PUBLIC MEETINGS BY USE OF COMMUNICATION MEDIA TECHNOLOGY AND FOR ATTENDANCE BY USE OF SUCH TECHNOLOGY BY ELECTED AND APPOINTED OFFICIALS DURING PERIODS OF A PUBLIC HEALTH EMERGENCY OR OTHER CIRCUMSTANCES IN WHICH THE TOWN COMMISSION DETERMINES NECESSARY TO PROTECT THE HEALTH AND SAFETY OF TOWN OFFICIALS, TOWN STAFF, AND THE PUBLIC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

JOIN LIVE ZOOM MEETING Tuesday, March 2, 2021 9:00 AM (Eastern)
Log-in details available on website

PROVIDING PUBLIC COMMENT

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

- **VIA EMAIL** – Public comments and documents maybe submitted via email to TownClerk@TownofHillsboroBeach.com. Comments will be read aloud to the Commission and public and incorporated into the record. Emails will be accepted up until the end of the Public Comment portion of the Meeting.
- **LIVE ZOOM PARTICIPATION** – If attending via Zoom online, at the appropriate public comment period, click "raise hand" on the bottom of the "participants" tab, and your audio will be unmuted when you are recognized.

Sherry D. Henderson, CMC Town Clerk
TOWN OF HILLSBORO BEACH, FLORIDA

2/17/2021 6879596



TAB 3-B

ORD No. 2021-02

Ordinance No. 2021-02 Amendment to the Town's Code of Ordinance Relative to Service Charges and Cost Recovery (**Second Reading, Public Hearing**)

ORDINANCE NO. 2021-02

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE" BY SPECIFICALLY AMENDING SECTION 12-2 ENTITLED "DEVELOPMENT REVIEW ADMINISTRATION" TO CREATE SECTION 12-2 (H) RELATIVE TO SERVICE CHARGES AND COST RECOVERY; PROVIDING FOR REASONABLE SERVICE CHARGES, FEES, AND COST RECOVERY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Hillsboro Beach is experiencing an increasing interest in development opportunities available to private developers; and

WHEREAS, the Town of Hillsboro Beach recognizes the importance of maintaining a proficient and financially efficient review process to provide for well-planned and orderly development; 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 shift the financial responsibility of development review to developer's seeking to develop properties in the Town of Hillsboro Beach.

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 12 entitled "Land Development Code" of the Code of Ordinances is hereby amended by specifically creating Section 12-2 (H) which shall read as follows:

Sec. 12-2 (H).

(i) Reasonable service charges, fees and attorney's fees, shall be collected for the administrative processing and review of applications for development permits submitted to the Town for review and approval. Prior to preliminary discussions or the submittal of a development application by any developer, the Town Manager may request from the developer or property owner an initial deposit estimated by he/she to recover costs to be

1 incurred by the Town for legal, building, planning and zoning, traffic and any other
2 consultant's costs related to the preliminary discussions or the application for development.
3 The schedule of service charges, fees, and attorney's fees to be collected shall be established
4 by resolution of the Town Commission.

5
6 (ii) In addition to the service charges, fees and/or attorney's fees collected above, the Town
7 shall impose a consultant fee for the various costs attributable to the use by the Town of
8 outside consultants for reviewing and processing development approval requests. Such
9 consultant fees shall be equal to the various costs of the outside fee consultant time expended
10 and actual expenses, including but not limited to advertising, xeroxing and long- distance
11 phone calls. The Town will establish a schedule for initial deposits of the development
12 approval applicants. A financial account will be established for each development approval
13 application. Depending on the review process required, additional deposits may be required.
14 The financial account will remain active during the development review period and
15 extending for two months beyond the granting of a development order. At that time, any
16 remaining funds will be returned to the applicant. The Town and its outside consultants will
17 maintain adequate financial records depicting charges of hours and expenses.

18
19
20 **Section 3.** If any section, subsection, sentence, clause or provision of this
21 Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such
22 invalidity.

23
24 **Section 4.** That all ordinances or parts of ordinances and all resolutions or parts
25 of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

26
27 **Section 5.** It is the intention of the Town Commission of the Town of Hillsboro
28 Beach, that the provisions of this Ordinance shall become and be made a part of the Code of
29 Ordinances of Town of Hillsboro Beach, Florida, and the Sections of this ordinance may be
30 renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article,"
31 or such other word or phrase in order to accomplish such intention.

32
33 **Section 6.** This Ordinance shall be effective fifteen (15) days after its passage and
34 adoption by the Town Commission of the Town of Hillsboro Beach.

1
2 PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH,
3 FLORIDA, ON FIRST READING, THIS 2nd DAY OF FEBRUARY, 2021.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH,
FLORIDA, ON SECOND AND FINAL READING, THIS _____DAY OF _____, 2021.

4
5
6
7 By: _____
8 Deborah L. Tarrant, Mayor

9 ATTEST:

10
11 By: _____
12 Sherry D. Henderson, CMC
13 Town Clerk
14
15
16

17 APPROVED AS TO FORM:

18
19 _____
20 Donald J. Doody, Town Attorney

RECORD OF COMMISSION VOTE:

MAYOR TARRANT	_____
VICE MAYOR KIRDAHY	_____
COMMISSIONER FEAMAN	_____
COMMISSIONER BALDASARRE	_____
COMMISSIONER BROWN	_____

Sold To:

Town Of Hillsboro Beach - CU00114721
1210 Hillsboro Mile
Hillsboro Beach,FL 33062

Bill To:

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Published Daily

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Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Illinois

County Of Cook

Before the undersigned authority personally appeared

Jeremy Gates, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11745-Other Legal Notices ,

Was published in said newspaper in the issues of; Feb 17, 2021

Affiant further says that the said SUN-SENTINEL is a newspaper published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, and that the said newspaper has heretofore been continuously published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, each day and has been entered as second class matter at the post office in BROWARD County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised, any person, firm or corporation, any discount, rebate, commission or refund, for the purpose of securing this advertisement for publication in the said newspaper.

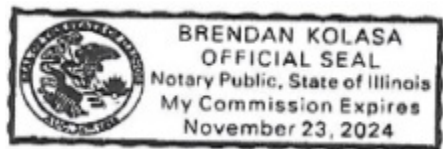


Signature of Affiant

Sworn to and subscribed before me this: February 18, 2021.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

Affidavit Delivery Method: E-Mail

Affidavit Email Address: shenderson@townofhillsborobeach.com
6879422

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

COST RECOVERY ORDINANCE

TUESDAY, MARCH 2, 2021 AT 9:00AM

NOTICE IS HEREBY GIVEN that prior to the Town of Hillsboro Beach Commission's consideration of the Second Reading of Ordinance 2021-02, a Public Hearing will be held on Tuesday, March 2, 2021 at 9:00 AM. The Public can join and provide comments via Live Zoom Video Conference.

ORDINANCE NO. 2021-02
COST RECOVERY ORDINANCE

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE" BY SPECIFICALLY AMENDING SECTION 12-2 ENTITLED "DEVELOPMENT REVIEW ADMINISTRATION" TO CREATE SECTION 12-2 (H) RELATIVE TO SERVICE CHARGES AND COST RECOVERY; PROVIDING FOR REASONABLE SERVICE CHARGES, FEES, AND COST RECOVERY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

JOIN LIVE ZOOM MEETING Tuesday, March 2, 2021 at 9:00 AM (Eastern)
Log-in details available on website

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.

Sherry D. Henderson, CMC Town Clerk
TOWN OF HILLSBORO BEACH, FLORIDA
2/17/2021 6879422



TAB 3-C

ORD No. 2021-03

Ordinance No. 2021-03 Amendment to the Town's Code of Ordinance, Amending the Land Development Code and Create 'Conditional Use' for Restaurant and Hotel Bar **(Second Reading, Public Hearing)**

ORDINANCE NO. 2021-03

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE" BY SPECIFICALLY AMENDING ARTICLE XII TO BE RETITLED "SPECIAL USE AND CONDITIONAL USE REGULATION" ; PROVIDING FOR THE CREATION OF SECTION 12-252 TO BE ENTITLED "CONDITIONAL USE"; PROVIDING FOR THE CRITERIA FOR CONDITIONAL USE; 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 an ocean front community composed primarily of all residential dwelling units consisting of single family residences and multi-family complexes; and

WHEREAS, the Town of Hillsboro Beach recognizes the importance of maintaining and preserving the residential character of the Town; 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 provide for the potential for commercial uses within the Town only after satisfying the criteria of a conditional use.

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. Article XII of the Code of Ordinances is hereby amended by specifically retitling Article XII to be entitled "Special Use and Conditional Use Regulation" which shall read as follows:

Sec. 12-252 . - Conditional uses.

The Town Commission of Hillsboro Beach recognizes that while commercial uses are not permitted in the Town, certain commercial uses deemed to be consistent with the residential character of the Town may be approved only as a conditional use authorized by this Article.

1
2
3 (A) Procedure. Conditional uses shall be subject to approval of the Town Commission and
4 no conditional use shall be approved until after a public hearing by the Town
5 Commission, at which time all interested parties shall have an opportunity to be heard.

6 (B) Review criteria. The Town Commission shall not approve a conditional use, unless and
7 until it determines that:

8 (1) The conditional use is deemed desirable for the public convenience or welfare,
9 and the use is in harmony with the purpose and intent of this Article and will not be
10 detrimental or injurious to the surrounding area.

11 (2) When granting approval for conditional use, the Town Commission may attach
12 conditions and safeguards as it determines is necessary for the protection of the
13 surrounding area and to preserve the spirit and intent of this Article.

14 (3) The conditional use shall be an accessory use to a residential or hotel use and not
15 occupy more than 25% of the principal use.

16 (4) An application for a conditional use must also meet all of the following criteria,
17 where appropriate:

18 (a) Conformance with comprehensive plan.

19 (b) Harmony with adjacent uses (existing or zoned).

20 (c) Facility levels of service maintained.

21 (d) Use not hazardous to nearby housing, particularly traffic; see (B) above.

22 (e) The architectural and site design are compatible with the character of the
23 surrounding area.

24 (C) Conditional use approval amendments. A conditional use approval is specific to the
25 density, intensity, site plan and any supplemental conditions approved. Failure to
26 adhere to any of the specifics or conditions of the approval is a zoning violation and
27 subject to code enforcement action and/or revocation of the conditional use approved.
28 Any proposed modification to the use which affects density, intensity, minimum code or
29 conditions approved by the Town Commission will require review and approval by the
30 Town Commission.

31 (D) Any Commercial uses not listed below shall be prohibited within the Town unless the
32 following uses are approved as a conditional use.

33
34 . Definitions
35

1 The following words, terms and phrases, when used in this chapter, shall have the
2 meanings ascribed to them in this section, except where the context clearly indicates a
3 different meaning and shall be approved only as a condition use:

4
5 *Hotel or motel bar.* "Hotel or motel bar" means a bar operated in connection with a hotel,
6 motel or apartment hotel of more than twenty-five (25) hotel or motel rooms or apartments,
7 and operated by the same management, such bar being equipped with adequate and sanitary
8 equipment. The sale of beers, wines and liquors shall be strictly incidental to the principal
9 use as a hotel or motel. The sale of beer, wines and liquor shall be prohibited except during
10 the time that the hotel or motel is actually engaged in and open to the public for operation of
11 hotel or motel business. No signs of any kind shall be permitted to be exhibited or displayed
12 to the outside denoting that alcoholic beverages are obtainable therein.

13
14 *Restaurant* shall mean any establishment where facilities are provided for preparing
15 and serving food to guests at a hotel , motel or residents of a condominium or residential
16 related association. At least 51 percent of total gross revenues must be derived from retail
17 sale on the licensed premises of food and non-alcoholic beverages. Proceeds of catering sales
18 shall not be included in the calculation of total gross revenues. Catering sales include food or
19 non-alcoholic beverage sales prepared by the licensee on the licensed premises for service
20 by the licensee outside the licensed premises. The tables must be of adequate size to
21 accommodate the service of full course meals in accordance with the number of chairs or
22 other seating facilities provided at the table. Sale of alcoholic beverages for off-premise
23 consumption is not permitted. In no instance shall a restaurant contain more than 1,000 SF.

24
25 *Restaurant bar* means a bar operated in connection with a restaurant and by the same
26 management, where the principal business is the serving of meals and where meals are
27 actually and regularly served, having accommodations for service of 50 or more patrons at
28 tables and occupying more than 500 square feet of space, such space being provided and
29 equipped with adequate and sanitary kitchen and dining room equipment. The restaurant
30 bar must be directly connected with such dining room. The sale of beers, wines, and liquors
31 shall be strictly incidental to the serving of food. No sign of any kind or character shall be
32 displayed on the restaurant or restaurant bar to the outside, denoting that alcoholic
33 beverages are sold therein.

34
35
36 . Conditional uses and use approvals.

37
38 (1) Restaurant, Restaurant bars, hotel or motel bars, and any additions to the building or
39 parking for such Restaurants or bars, may be permitted only as a conditional use in
40 accordance with this Article and subject to the approval of the Town Commission after a
41 public hearing at a regular public meeting. The approval of a conditional use may be subject
42 to any conditions determined by the Town Commission to be in the best interest of the
43 residents of the Town.

1
2
3
4 . Enforcement.
5

- 6 (a) The penalty for a violation of this Article shall be as provided by Chapter 162 of the
7 Florida Statutes.
8
9 (b) The Town Attorney, with authorization from the Town Commission, may bring suit
10 on behalf of the Town to enjoin any violation of this article.
11
12 (c) Revocation of Conditional Use Approval and whether the approval runs with the land
13 and is transferrable.
14

15 **Section 3.** If any section, subsection, sentence, clause or provision of this
16 Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such
17 invalidity.
18

19 **Section 4.** That all ordinances or parts of ordinances and all resolutions or parts
20 of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.
21

22 **Section 5.** It is the intention of the Town Commission of the Town of Hillsboro
23 Beach, that the provisions of this Ordinance shall become and be made a part of the Code of
24 Ordinances of Town of Hillsboro Beach, Florida, and the Sections of this ordinance may be
25 renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article,"
26 or such other word or phrase in order to accomplish such intention.
27

28 **Section 6.** This Ordinance shall be effective fifteen (15) days after its passage and
29 adoption by the Town Commission of the Town of Hillsboro Beach.
30

31 PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO
32 BEACH, FLORIDA, ON FIRST READING, THIS ____ DAY OF ____, 2021.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH,
FLORIDA, ON SECOND AND FINAL READING, THIS ____DAY OF____, 2021.

By: _____
Deborah L. Tarrant, Mayor

ATTEST:

By: _____
Sherry D. Henderson, CMC
Town Clerk

APPROVED AS TO FORM:

Donald J. Doody, Town Attorney

Sherry D. Henderson

From: Mac Serda <mserda@townofhillsborobeach.com>
Sent: Friday, February 12, 2021 5:01 PM
To: Donald J. Doody
Cc: Melissa Augustin; Steven Mitchell; James Hickey
Subject: ORD-03 conditional use 2-12-21.doc
Attachments: ORD-03 conditional use 2-12-21.doc.rtf

The attached is a revised version of the conditional use ordinance as of 4pm 2/12 (today). The revisions were made during my phone call with Jim Hickey. These are the changes made, first removing the conditional use for a residential facility to open a bar or restaurant, second, removing any percentage of sq feet for the size of the restaurant, removing the allowance of outdoor seating, and removing the closing time of midnight.

Thanks,

Mac Serda, ICMA-CM
Town Manager
Hillsboro Beach
Ofc: 954-427-4011
Cell: 305-525-5505



1
2
3 **ORDINANCE NO. 2021-03**
4

5 **AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF**
6 **HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF**
7 **ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND**
8 **DEVELOPMENT CODE" BY SPECIFICALLY AMENDING ARTICLE XII TO BE**
9 **RETITLED "SPECIAL USE AND CONDITIONAL USE REGULATION";**
10 **PROVIDING FOR THE CREATION OF SECTION 12-252 TO BE ENTITLED**
11 **"CONDITIONAL USE"; PROVIDING FOR THE CRITERIA FOR CONDITIONAL**
12 **USE; PROVIDING FOR ENFORCEMENT ACTIONS; PROVIDING FOR**
13 **SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR**
14 **CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.**
15

16 WHEREAS, the Town of Hillsboro Beach is an ocean front community
17 composed primarily of all residential dwelling units consisting of single family
18 residences and multi-family complexes; and

19 WHEREAS, the Town of Hillsboro Beach recognizes the importance of
20 maintaining and preserving the residential character of the Town; and

21 WHEREAS, the Town Commission of the Town of Hillsboro Beach finds and
22 determines that it is in the best interest of the Town of Hillsboro Beach to provide for
23 the potential for commercial uses within the Town only after satisfying the criteria of
24 a conditional use.
25

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

28 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
29 being true and correct and are hereby made a part of this Ordinance.
30

31 **Section 2.** Article XII of the Code of Ordinances is hereby amended by specifically
32 retitling Article XII to be entitled "Special Use and Conditional Use Regulation" which shall
33 read as follows:
34
35

36 Sec. 12-252 . - Conditional uses.
37

38 The Town Commission of Hillsboro Beach recognizes that while commercial uses are not
39 permitted in the Town, certain commercial uses deemed to be consistent with the residential
40 character of the Town may be approved only as a conditional use authorized by this Article.
41
42

1
2 (A) Procedure. Conditional uses shall be subject to approval of the Town Commission and
3 no conditional use shall be approved until after a public hearing by the Town
4 Commission, at which time all interested parties shall have an opportunity to be heard.

5 (B) Review criteria. The Town Commission shall not approve a conditional use, unless and
6 until it determines that:

7 (1) The conditional use is deemed desirable for the public convenience or welfare,
8 and the use is in harmony with the purpose and intent of this Article and will not be
9 detrimental or injurious to the surrounding area.

10 (2) When granting approval for conditional use, the Town Commission may attach
11 conditions and safeguards as it determines is necessary for the protection of the
12 surrounding area and to preserve the spirit and intent of this Article.

13 (3) The conditional use shall be an accessory use to a residential^[H1] or hotel use, and
14 not

15 occupy more than 25% 5% of the gross floor area^[H2] of the principal use.

16 (4) An application for a conditional use must also meet all of the following criteria,
17 where appropriate:

18 (a) Conformance with comprehensive plan.

19 (b) Harmony with adjacent uses (existing or zoned) including noise and fumes.

20 (c) Facility levels of service maintained.

21 (d) Use not hazardous to nearby housing, particularly traffic; see (B) (b) above.

22 (e) The architectural and site design are compatible with the character of the
23 surrounding area.

24 (f) Any seating for restaurant or bar must be in an enclosed building. outdoor
25 seating areas shall close at sunset.

26 (g) Cash and credit card payments cannot be accepted. Payment shall be through
27 a payment system utilizing key cards or other form of payment exclusive to
28 the hotel or motel.

29 ~~(D)~~ (C) Conditional use approval amendments. A conditional use approval is specific to the
30 density, intensity, site plan and any supplemental conditions approved. Failure to
31 adhere to any of the specifics or conditions of the approval is a zoning violation and
32 subject to code enforcement action and/or revocation of the conditional use approved.
33 Any proposed modification to the use which affects density, intensity, minimum code or
34 conditions approved by the Town Commission will require review and approval by the
35 Town Commission.

36 ~~(E)~~ (D) Any Commercial uses not listed below shall be prohibited within the Town unless the
37 following uses are approved as a conditional use.

38
39 . Definitions
40

1 The following words, terms and phrases, when used in this chapter, shall have the
2 meanings ascribed to them in this section, except where the context clearly indicates a
3 different meaning and shall be approved only as a condition use:
4

5 *Hotel:* A building or group of buildings containing individual rooms or suites of rooms,
6 each having a private bathroom, for the purpose of providing overnight, transient lodging
7 accommodations to the general public for compensation with or without meals, which has
8 common facilities for reservations, cleaning services and on-site management, and may
9 provide additional services such as restaurants, and recreational facilities. There is no
10 distinction made in these regulations between a hotel and motel. This definition
11 specifically excludes bed and breakfasts. [JH3]

12
13 *Hotel or motel bar.* [JH4] "Hotel or motel bar" means a bar operated in connection with a
14 hotel,
15 motel or apartment hotel ~~of that shall contain more than twenty-five (25) seventy-five (75)~~
16 hotel or motel rooms or apartments, and operated by the same management, such bar being
17 equipped with adequate and sanitary equipment. The sale of beers, wines and liquors shall
18 be strictly incidental to the principal use as a hotel or motel. The sale of beer, wines and
19 liquor shall be prohibited except during the time that the hotel or motel is actually engaged
20 in and open to the public for operation of hotel or motel business. No signs of any kind shall
21 be permitted to be exhibited or displayed to the outside denoting that alcoholic beverages are
22 obtainable therein. ~~The restaurant or bar cannot stay open past 12:00am (midnight) nightly.~~

23
24 *Restaurant* shall mean any establishment where facilities are provided for preparing
25 and serving food to guests at a hotel, motel ~~or residents of a condominium or residential~~
26 related association. [JH5] At least 51 percent of total gross revenues must be derived from
27 retail
28 sale on the licensed premises of food and non-alcoholic beverages. Proceeds of catering sales
29 shall not be included in the calculation of total gross revenues. Catering sales include food or
30 non-alcoholic beverage sales prepared by the licensee on the licensed premises for service
31 by the licensee outside the licensed premises. The tables must be of adequate size to
32 accommodate the service of full course meals in accordance with the number of chairs or
33 other seating facilities provided at the table. Sale of alcoholic beverages for off-premise
34 consumption is not permitted. In no instance shall a restaurant contain more than 1,000 SF
35 of seating area.

36
37 *Restaurant bar* means a bar operated in connection with a restaurant and by the same
38 management, where the principal business is the serving of meals and where meals are
39 actually and regularly served, having accommodations ~~for to service a maximum of 50 or~~
40 ~~more~~ patrons at tables and occupying ~~more than a maximum of~~ 500 square feet of space,
41 such space being provided and equipped with adequate and sanitary kitchen and dining
42 room equipment. The restaurant bar must be directly connected with such dining room
43 and be incidental to the main use. The sale of beers, wines, and liquors shall be strictly
44 incidental to the serving of food. No sign of any kind or character shall be displayed on
45 the restaurant or restaurant bar to the outside, denoting that alcoholic beverages are sold
46 therein.

_____. Conditional uses and use approvals.

(1) Restaurant, Restaurant bars, hotel or motel bars, and any additions to the building, outdoor seating area, or parking for such Restaurants or bars, may be permitted only as a conditional use in accordance with this Article and subject to the approval of the Town Commission after a public hearing at a regular public meeting. The approval of a conditional use may be subject to any conditions determined by the Town Commission to be in the best interest of the residents of the Town.

_____. Enforcement.

- (a) The penalty for a violation of this Article shall be as provided by Chapter 162 of the Florida Statutes.
- (b) The Town Attorney, with authorization from the Town Commission, may bring suit on behalf of the Town to enjoin any violation of this article.
- (c) Revocation of Conditional Use Approval and whether the approval runs with the land and is transferrable.

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

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

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

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

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, ON FIRST READING, THIS ____ DAY OF ____, 2021.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, ON SECOND AND FINAL READING, THIS ____ DAY OF ___, 2021.

By: _____
Deborah L. Tarrant, Mayor

1
2 ATTEST:

3 By: _____
4 Sherry D. Henderson, CMC Town Clerk
5

6
7 APPROVED AS TO FORM:

8
9 _____
10 Donald J. Doody, Town Attorney

Sold To:

Town Of Hillsboro Beach - CU00114721
1210 Hillsboro Mile
Hillsboro Beach,FL 33062

Bill To:

Town Of Hillsboro Beach - CU00114721
1210 Hillsboro Mile
Hillsboro Beach,FL 33062

Published Daily

Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Illinois

County Of Cook

Before the undersigned authority personally appeared

Jeremy Gates, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting ,
shenderson@townofhillsborobeach.com

Was published in said newspaper in the issues of; Feb 17, 2021

Affiant further says that the said SUN-SENTINEL is a newspaper published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, and that the said newspaper has heretofore been continuously published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, each day and has been entered as second class matter at the post office in BROWARD County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised, any person, firm or corporation, any discount, rebate, commission or refund, for the purpose of securing this advertisement for publication in the said newspaper.

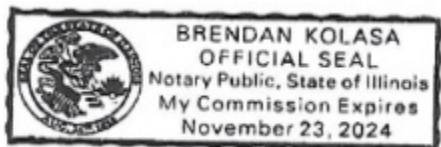


Signature of Affiant

Sworn to and subscribed before me this: February 18, 2021.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

Affidavit Delivery Method: E-Mail and U.S. Mail

Affidavit Email Address: shenderson@townofhillsborobeach.com
6879480

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

**CONDITIONAL USE RESTAURANT AND
HOTEL BAR**

TUESDAY, MARCH 2, 2021 AT 9:00AM

NOTICE IS HEREBY GIVEN that prior to the Town of Hillsboro Beach Commission's consideration of the Second Reading of Ordinance 2021-03, a Public Hearing will be held on Tuesday, March 2, 2021 at 9:00 AM. The Public can join and provide comments via Live Zoom Video Conference.

ORDINANCE NO. 2021-03
CONDITIONAL USE RESTAURANT AND
HOTEL BAR

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE" BY SPECIFICALLY AMENDING ARTICLE XII TO BE RETITLED "SPECIAL USE AND CONDITIONAL USE REGULATION"; PROVIDING FOR THE CREATION OF SECTION 12-252 TO BE ENTITLED "CONDITIONAL USE"; PROVIDING FOR THE CRITERIA FOR CONDITIONAL USE; PROVIDING FOR ENFORCEMENT ACTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

JOIN LIVE ZOOM MEETING Tuesday, March 2, 2021 at 9:00 AM (Eastern)
Log-in details available on website

PROVIDING PUBLIC COMMENT

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

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

- **LIVE ZOOM PARTICIPATION** – If attending via Zoom online, at the appropriate public comment period, click "raise hand" on the bottom of the "participants" tab, and your audio will be unmuted when you are recognized.

Sherry D. Henderson, CMC Town Clerk
TOWN OF HILLSBORO BEACH, FLORIDA
2/17/2021
02/17/2021 6879480



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Discussion on Enclosures Around Outdoor Dumpsters.

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

Agenda Date: March 2, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. TAB 4A
2. DISCUSSION - dumpster enclosures ordinance (3-2-2021)



TAB 4-A

Discussion & Possible Action

Discussion on Enclosures Around Outdoor Dumpsters.

DRAFT

ORDINANCE NO. 2021-__

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER ____ ENTITLED "_____" BY SPECIFICALLY CREATING SECTION ____ TO BE ENTITLED "DUMPSTER ENCLOSURE"; PROVIDING FOR _____; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Hillsboro Beach is located on a barrier island intersected by historic State Road A-1-A; and

WHEREAS, given it's proximity to the Atlantic Ocean, the Town of Hillsboro Beach recognizes the importance of maintaining it's character and charm that establishes a unique and special quality of life enjoyed by its residents.; 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 ensure that the ecological balance of nature is maintained with a measured degree of aesthetics so as to protect the Town's appearance.

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 ____ entitled "_____" of the Code of Ordinances is hereby amended by specifically creating Section ____ to be entitled "Dumpster Enclosure" which shall read as follows:

Section ____ . Placement and screening of refuse and recycling mechanical dumpster, compaction, and roll-off containers.

(a) All refuse and recycling mechanical, dumpster, compaction, and roll-off containers shall be placed for storage in a location approved by the Town Manager, or his/her designee. No such container shall be placed for storage in a right-of-way,

1 but with the approval of the Town Manager or his/her designee, may be temporarily
2 placed in a right of way if necessary for collection.

3 (b) All permanently located refuse or recycling mechanical, dumpster, compaction,
4 or roll-off containers in use within the Town limits shall be screened from view from
5 State Road A-1-A by _____, 20____, as follows:

6 (1) Screening shall be on at least three (3) sides and shall consist of wood, vinyl-
7 coated chain-link fence with slats, brick, stone, concrete or similar material of a
8 quality approved by the Town Manager. The unscreened side shall not be visible from
9 State Road A-1-A. The screening shall encompass the full height, length, and width of
10 the container, and shall meet land development code requirements. All screenings
11 shall be maintained for function, safety, and appearance.

12 (2) Gates intended for service access shall provide an opening width of at least ten
13 (10) feet for each mechanical container, and shall be designed to remain open when
14 collection service is provided. Gates shall be required when the service entrance of
15 the screening enclosure faces State Road A-1-A.

16 (3) Where a gate in the screening structure faces State Road A-1-A, the gate shall
17 be closed except when collection service is provided. The service provider may close
18 any gate left open in violation of this subsection.

19 (4) All screening structures shall be reasonably accessible for collection service
20 vehicles and shall not be located within the right-of-way of State Road A-1-A.

21 (5) Refuse containers which are the subject of this ordinance shall be located as far
22 as practical from abutting residential property lines.

23 (c) When existing site conditions do not lend themselves to a location that
24 conforms with the requirements of this section, the Board of Zoning Appeals is
25 authorized to grant waivers from the required number of required parking spaces,
26 minimum pervious area requirements, or landscaping, buffering, and/or setback
27 requirements of the land development code in order to accommodate the location of
28 an existing refuse or recycling mechanical, dumpster, compaction, or roll-off
29 container in conformance with paragraph (b) above.

30 (d) In circumstances where it is not physically possible for a property to
31 accommodate a refuse or recycling mechanical, dumpster, compaction, or roll-off
32 container and the required screening enclosure; and where the granting of waivers is
33 deemed unacceptable by the Board of Zoning Appeals, service shall be changed from
34 dumpster to cart service.

35 (e) The Town Commission, following review and recommendation by the Town
36 Manager, at a duly noticed public hearing may grant exceptions to the container
37 screening enclosure requirements of this section, and allow the container service to
38 remain, where specific lot conditions make compliance impractical, the visibility of
39 the container from State Road A-1-A is minimal, or the safety of the collection vehicle
40 or the public in general would be compromised by the construction of the screening
41 enclosure.

42 (f) Temporary mechanical, dumpster, compaction or roll-off containers used for
43 the collection of refuse or recycling during special events for a period of less than

1 seven (7) days are exempt from the container screening requirements contained in
2 this section.

3 (g) Refuse or recycling mechanical or dumpster containers on wheels which are
4 stored out of the public view, except during collections, are exempt from the
5 screening requirement of this section.

6 (h) Temporary mechanical, dumpster, compaction or roll-off containers used for
7 the collection of refuse or recycling during construction activities are exempt from
8 the container screening requirements contained in this section.

9
10 **Section 3.** If any section, subsection, sentence, clause or provision of this
11 Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such
12 invalidity.

13
14 **Section 4.** That all ordinances or parts of ordinances and all resolutions or parts
15 of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

16
17 **Section 5.** It is the intention of the Town Commission of the Town of Hillsboro
18 Beach, that the provisions of this Ordinance shall become and be made a part of the Code of
19 Ordinances of Town of Hillsboro Beach, Florida, and the Sections of this ordinance may be
20 renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article,"
21 or such other word or phrase in order to accomplish such intention.

22
23 **Section 6.** This Ordinance shall be effective fifteen (15) days after its passage and
24 adoption by the Town Commission of the Town of Hillsboro Beach.

25
26 PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH,
27 FLORIDA, ON FIRST READING, THIS ____ DAY OF ____, 2021.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH,
FLORIDA, ON SECOND AND FINAL READING, THIS ____ DAY OF ____, 2021.

28
29
30 By: _____
31 Deborah L. Tarrant, Mayor

32 ATTEST:

33 By: _____
34 Sherry D. Henderson, CMC, Town Clerk

35
36
37 APPROVED AS TO FORM:

38
39 _____
40 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: Discussion on *Bahamas Our Islands, Our Future Campaign* to Ban the Bahamas Petroleum Company from Offshore Oil Drilling in Bahamian Waters.

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

Agenda Date: March 2, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. TAB 4b
 2. Opposition Letter to Prime Minister of the Bahamas
 3. Email to Mayor Tarrant



TAB 4-B

Discussion & Possible Action

Discussion on Bahamas Our Islands, Our Future Campaign' to Ban the Bahamas Petroleum Company from Offshore Oil Drilling in Bahamian Waters.



Prime Minister Hubert Minnis,

On behalf of the Floridians signed below, we respectfully submit this letter to voice our opposition to any future offshore oil drilling in Bahamian waters. We also respectfully demand an independent review of the Bahamas Petroleum Company's (BPC) first well that was recently capped, specifically we seek review to determine if and any environmental damage that may have occurred during their operation, and whether the cap is dependable to protect the seabed, open waters, and our coasts from harm.

The Bahamas Petroleum Company (BPC) using the Stena IceMAX drillship drilled an exploratory well about 90 miles from the national park on Andros Island in the Bahamas where the Bahamas' largest estuary is located.¹ This drilling project is larger than any other in the Bahamian territory,² and has failed to prove any sort of economic benefit for the Bahamas. If BPC gets their way, this well won't be the last. Environmental groups, local and national officials in the United States and the Bahamas, as well as businesses and individuals have already voiced their opposition to this well as well as their concerns for the potential risk brought on Bahamian and United States' cultures, economies, marine life, and tourism.

Environmental groups, including Waterkeepers Bahamas, took legal action in early December, seeking a stay to the drilling operations by the BPC, claiming the permits issued for the drill sites were obtained without proper procedural safeguards or sufficient risk assessments. Particularly, there was a lack of sufficient consideration for the impacts of drilling on marine life and environmentally-sensitive areas.³

Environmental impacts are not the only concern surrounding the drilling project. Opposition groups criticize the BPC for their lack of transparency in obtaining the permits for the drill sites and in not addressing the drill ship's poor safety history. The BPC has brushed off concerns from Bahamas Reef Environmental Education Foundation (BREEF) directors about its Environmental Impact Assessment (EIA) and insurance coverage, simply telling the coalition to trust that BPC has it covered.⁴

In the last six years, Stena Oil, the company currently drilling at the BPC's site in the Bahamas, was held responsible for the deaths of two workers at its drill site on the Australian coast and was involved in a huge pipeline malfunction off the coast of Nova Scotia, which came incredibly close to damaging an exploratory well that could have severely hurt the commercial fishing industry that the Nova Scotian

¹ <https://www.npr.org/2020/12/04/943059969/offshore-drilling-set-to-begin-off-florida-alarms-environmentalists>

² <https://news.mongabay.com/2020/12/environmentalists-seek-to-block-bahamas-oil-drilling-bid-near-u-s-coast/>

³ *Id.*

⁴ <https://ourislandsourfuture.org/bahamas-oil-company-urged-to-stand-down-with-court-review-looming-concerned-bahamians-warn-against-mobilizing-the-stena-icemax-drill-ship/>

economy relies on to thrive.⁵ The Bahamian offshore drilling operations will not be immune to these types of accidents.

The BPC's action plan in case of a spill is also criticized as not being sufficient. The plan doesn't include specifics on how it will protect the ecology and marine life in the area surrounding the well, nor does the plan consider the widespread impact that could result from damage to multiple wells at a time (the BPC has five⁶ wells planned for drilling).⁷

And it's not just major spills that could have this impact. Every day drilling operations disrupt wildlife habits like migratory birds as they become distracted by the drill sites and exhaust themselves by circling around them.⁸

Florida will feel the impacts from offshore oil exploration in Bahamian waters, and from any catastrophe that may happen from accidents and spills. Bahamian waters share the Gulf Stream current with our coast, and should a spill occur, it will be detrimental to the Florida coast, destroying ecosystems and marine life -- the source of many Floridians' livelihoods.

Eighteen members of the U.S. Congress sent a letter of opposition to Secretary of State, Mike Pompeo, urging him to reach out to Prime Minister Hubert Minnis with a showing that the legislators fear for the detrimental effects that even a minor spill can have on the entire Eastern Coast of the U.S., specifically for Florida businesses, tourism and marine life.⁹

With the memory of the Deepwater Horizon spill so fresh in their minds, the legislators warn of the 'grave health, natural disaster, and environmental risks of drilling' and highlight the BPC's lack of resources to prevent, mitigate damage from, and properly clean up oil spills.¹⁰

Conclusively, the United States would be on the hook to provide immediate relief for damages from the potential spills.¹¹

Prime Minister Minnis, you have voiced your opposition to the drill site and your anguish at feeling trapped by the previous administration's contracts to drill with the BPC. Know that we would be on your side in taking action to protect the Bahamas from this by preventing any future offshore oil drilling.

Even with enhanced technology to make oil drilling safer for marine life, there are certain hazards that cannot be curbed through technology such as extreme weather, human error, and equipment

⁵ <http://www.tribune242.com/news/2020/dec/07/insight-worst-case-scenario-questions-raised-oil-s/>

⁶ <https://www.miaminewtimes.com/news/bahamas-oil-well-could-affect-floridas-coasts-11764738>

⁷ <http://www.tribune242.com/news/2020/dec/10/qc-urges-oil-explorer-meet-us-battlefield/>

⁸ www.environmentamerica.org

⁹ <https://news.yahoo.com/oil-drilling-150-miles-off-202700466.html?guccounter=1>

¹⁰ <https://www.floridadaily.com/congressional-reps-urge-bahamas-to-stop-drilling-150-miles-from-south-florida/>

¹¹ <https://www.npr.org/2020/12/04/943059969/offshore-drilling-set-to-begin-off-florida-alarms-environmentalists>

malfunctions.¹² The Bahamas knows all too well what devastating effects a hurricane can have on the region, and adding damage to an exploratory well to that devastation is in no one or thing's best interest.

The Bahamas is unfortunately already familiar with an oil spill after Hurricane Dorian caused a spill - not far from the current site - causing concern over potential groundwater contamination and wetland damage that will be realized in years to come.¹³ With this recent well and possible future offshore wells being substantially larger than any other before in the Bahamas, the damage that could come from another catastrophic hurricane or accident could prove detrimental to surrounding marine life as well as to the health and safety of the Bahamian public.

The economic benefit from this oil drilling project is not nearly as great for the Bahamas as it should be given the potential threat to many Bahamians' way of life and ability to earn a living.

The cost of the cleaning up an oil spill, including the liability the Bahamas would owe the United States for the damages from a spill on U.S. waters and beaches, could prove devastating to the Bahamian economy. The amount of revenue that this oil rig will bring to the Bahamian people is outweighed by the lasting effects that an oil spill can have on the surrounding marine life, habitats, and resources that the Bahamian people often make a living off of.

The states encompassing the Gulf of Mexico are still feeling the effects of the Deepwater Horizon oil spill 11 years later. Populations of fish, coral and birds are still at all time lows and overall health and reproductive figures for dolphins, whales and sea turtles will not be the same for years to come.¹⁴

Is this the future we want for the Bahamian people and marine life?

Sincerely,

Taylor Lang

Geovanna Sotelo

Our Islands, Our Future Florida Coordinators
Lake Worth Waterkeeper

Our Islands, Our Future is working tirelessly to stop this oil drilling from continuing. This movement has obtained vast support ranging from local and global businesses and organizations who realize the devastation that could come with oil drilling. With the backing from Florida businesses, environmental organizations, and local governments, we know there's a better chance that the Bahamian government will contemplate that the lasting damage from this oil drilling project is not worth risking the Bahamas' and the United States' pristine waters and the abundant resources and beauty that come with them.

¹² www.environmentamerica.org

¹³ <https://news.mongabay.com/2020/12/environmentalists-seek-to-block-bahamas-oil-drilling-bid-near-u-s-coast/>

¹⁴ <https://www.nationalgeographic.com/animals/2020/04/how-is-wildlife-doing-now--ten-years-after-the-deepwater-horizon/>

Sherry D. Henderson

Subject: Help Us Get Oil Drilling Banned- Threat to Florida Coast
Attachments: Opposition Letter.pdf

From: "geovanna@lakeworthwaterkeeper.org" <geovanna@lakeworthwaterkeeper.org>
Date: Tuesday, February 16, 2021 at 2:50 PM
To: <dtarrant@townofhillsborobeach.com>
Subject: Help Us Get Oil Drilling Banned- Threat to Florida Coast

Dear Mayor:

My name is Geovanna and I am a volunteer coordinator with the Lake Worth Waterkeeper. We are working together with the Bahamas' Our Islands, Our Future campaign to ban the Bahamas Petroleum Company from pursuing offshore oil drilling in Bahamian waters. We stand behind this ban because of the severe potential negative impacts offshore oil drilling could have on the east coast of Florida due to the proximity of these wells, only 150 miles from our coast.

Attached is a copy of the letter we will be presenting to the Prime Minister of the Bahamas. Please consider signing our petition by clicking the link below. If you have any questions, please do not hesitate to ask.

https://docs.google.com/forms/d/e/1FAIpQLSellGAfqS_ZskjzNyjiJ3jKXcojTzCGrk8FVhQS6FIKoPbIZQ/viewform

For more information, here is a link to the informational webinar hosted by the Lake Worth Waterkeeper.
<https://youtu.be/TZZkYRcpCK4>

Geovanna Sotelo
Lake Worth Waterkeeper
geovanna@lakeworthwaterkeeper.org
(954)-873-1618



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. 2021-09 Consideration to Accept Calvin, Giordano & Associates, Inc. (CGA) Proposal No. 21-4197 and Authorize Appropriate Town Officials to Execute Agreement with CG&A for Professional Planning Services, Piggybacking on the Agreement between City of Oakland Park, Florida & CG&A approved through RFP#030218.

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

Agenda Date: March 2, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. TAB 5-A
 2. Agenda Cover Memo
 3. RESOLUTION
 4. CGA - Scope of Services (Professional Planning Services)
 5. Town of Hillsboro Beach Agreement
 6. City of Oakland Park - Piggyback Agreement (RFP #030218)



TAB 5-A

RES 2021-09

Resolution No. 2021-09 Consideration to Accept Calvin, Giordano & Associates, Inc. (CGA) Proposal No. 21-4197 and Authorize Appropriate Town Officials to Execute Agreement with CG&A for Professional Planning Services, Piggybacking on the Agreement between City of Oakland Park, Florida & CG&A approved through RFP#030218.



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: Approve Planning and Zoning Consulting contract to CG&A

Submitting Dept: Town Manager

Agenda Date: February 23, 2020

1. BACKGROUND / HISTORY

The Town currently utilizes Redevelopment Management Associates (RMA) for planning services, however, periodically, the Town is in need of additional support within this specialty. Calvin Giordano and Associates (CG&A), who currently provides Code, Building and Engineering services for the Town, has expertise in planning as well.

2. CURRENT ACTIVITY

In January, recognizing the Town's need for additional support, the Town Manager began contacting other jurisdictions to determine opportunities to piggyback from an existing solicitation. Through this effort, Oakland Park's RFQ was discovered with CG&A and the RFQ was used as a basis for negotiating a scope of work.

3. FINANCIAL IMPACT

The hourly cost for CG&A is \$150, but excludes a drop-off or pick-up cost of \$25/each trip to Town Hall. CG&A will conduct some plan review onsite, eliminating the two or three day turnaround, and also will not charge a \$25/per trip charge.

4. RECOMMENDATION

It is recommended that the Commission authorize the contract with CG&A.

RESOLUTION NO. 2021-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ENTER INTO AN AGREEMENT WITH CALVIN GIORDANO & ASSOCIATES, INC. (CGA) PIGGYBACKING THE TERMS OF CGA'S AGREEMENT WITH THE CITY OF OAKLAND PARK, FLORIDA FOR PROFESSIONAL PLANNING SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the appropriate Town officials to enter into an agreement with CGA piggybacking the terms of it's contract with the City of Oakland Park, Florida for Professional Planning Services.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida hereby approves and authorizes the appropriate Town officials to enter into an agreement with CGA piggybacking the terms of the Agreement between the City of Oakland Park, Florida and CGA for Professional Planning Services; a copy of the agreement are attached hereto as Exhibit "A".

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

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

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

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

1 **ADOPTED** by the Town Commission of the Town of Hillsboro Beach, Florida this
2 ____ day of _____ 2021.

3

4

TOWN OF HILLSBORO BEACH, FLORIDA

5

6

7

8

Deborah L. Tarrant, Mayor

9

10 **ATTEST:**

11

12

13 _____
Sherry D. Henderson, CMC, Town Clerk

RECORD OF TOWN COMMISSION VOTE:

MAYOR TARRANT

VICE MAYOR KIRDAHY

COMMISSIONER FEAMAN

COMMISSIONER BALDASARRE

COMMISSIONER BROWN



Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Indoor Air Quality
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

January 22, 2021

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

RE: Planning Services for Hillsboro Beach
CGA Proposal No. 21-4197

Dear Mr. Serda,

We are pleased to submit this proposal for Professional Planning services for the Town of Hillsboro Beach. The Scope of Services will be based on the agreement between the City of Oakland Park and Calvin, Giordano and Associates approved through RFP #030218 which is attached to this proposal. Below is a list of services that CGA will provide to the Town:

I. Professional Planning Services

- A.** Review Planning and Zoning Applications and prepare planning and zoning related correspondence.
- B.** Provide information to the General Public, architects, builders and developers as it relates to land development activities and land planning.
- C.** Review all development applications including site plans, site plan revisions, code change requests, Comprehensive Plan amendments and updates and variances and coordinate agenda items, as necessary, with the Town Manager, Town Clerk and Town Attorney.
- D.** Develop policies and procedures, as necessary, regarding planning and zoning activities and develop schedules and timeframes for processing land development activities.
- E.** Attend staff meetings and Town Council meetings, as required by the Town Manager.

- F.** Act as Town Liaison to Broward County, Broward County Planning Council and State Department of Economic Opportunity.
- G.** Oversee the development and maintenance of land use and zoning maps as required by local and state agencies.
- H.** Manage any updates to the Comprehensive Plan and Land Development Regulations and any other planning related documents.
- I.** Draft code language to add a cost recovery component to the City's Land Development Code.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for an hourly fee as shown in the Schedule of Fees which is part of RFP#030218.

TERMS OF THE AGREEMENT

The terms of the Agreement will be based on the City of Oakland Park's RFP#030218.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Chris Giordano
Vice President

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: _____ Date: _____

Name: Chris Giordano

Title: Vice President

By: _____ Date: _____

Name: Mr. Mac Serda

Title: Town Manager

TOWN OF HILLSBORO BEACH

AGREEMENT FOR PROFESSIONAL SERVICES Planning & Zoning

This AGREEMENT, made this ____ day of _____, 2021, by and between the Town of Hillsboro Beach, Florida, acting herein through its Town Manager, hereinafter called "OWNER", and Calvin, Giordano & Associates, Inc., hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

The Contractor will provide services as identified in CONTRACTOR' s proposal letter attached.

ARTICLE II

In accordance with the Proposal, the Contractor shall furnish at his own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

ARTICLE III

The initial term of this Agreement shall be for a period of three (3) years. The TOWN shall have the option to extend the contract for two (2) additional two-year periods, at terms and conditions mutually acceptable to both parties.

ARTICLE IV

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE V

Contractor agrees to indemnify and save TOWN, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees, to protect the TOWN and its interests from such actions of the contractor or sub-contractors. Contractor further agrees to reimburse TOWN for any and all court costs and other expenses, including reasonable attorney's fees incurred by TOWN in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against TOWN for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

ARTICLE VI

Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

ARTICLE VII

Public Records

The Town of Hillsboro Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the Town, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the Town in a format that is compatible with the information technology systems of the agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Sherry D. Henderson, CMC

TOWN CLERK

TOWN OF HILLSBORO BEACH, FLORIDA

1210 Hillsboro Mile | Hillsboro Beach, Florida 33062

shenderson@townofhillsborobeach.com

(p): 954-427-4011

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the Town shall enforce the Default in accordance with the provisions set forth in ARTICLE IV.

AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:

Sherry D. Henderson, CMC, Town Clerk

William "Mac" Serda, Town Manager

(SEAL)

WITNESS (as to CONTRACTOR)

WITNESS (as to CONTRACTOR)

CONTRACTOR

ADDRESS:

PHONE: _____

CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135

I, _____, on behalf of _____,
Print Name and Title Company Name

certify that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the CONSULTANT of the City's determination concerning the false certification. The CONSULTANT shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the CONSULTANT does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the CONSULTANT, I hereby certify that the company identified above in the section entitled "CONSULTANT Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

SIGNATURE

PRINT NAME

{00424055.3 1182-0606490}

Professional Services Agreement

CG&A (Planning & Zoning)

TITLE



CITY OF OAKLAND PARK
3650 NE 12th Avenue
Oakland Park, FL 33334

AGREEMENT FOR GENERAL PLANNING SERVICES CONSULTANT

This AGREEMENT, made this 17 day of Oct, 2018, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER", and CGA, hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

The Contractor will provide services as identified in CONTRACTOR' s proposal submission for RFP #030218.

All terms, conditions and provisions of RFP #030218 are incorporated herein by reference and made specific part hereof.

ARTICLE II

In accordance with the Proposal, the Contractor shall furnish at his own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

ARTICLE III

The initial term of this Agreement shall be for a period of three (3) years. The City shall have the option to extend the contract for two (2) additional two-year periods, at terms and conditions mutually acceptable to both parties.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

R. 2018.151

ARTICLE IV

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE V

Contractor agrees to indemnify and save CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees, to protect the CITY and its interests from such actions of the contractor or sub-contractors. Contractor further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

ARTICLE VI

Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

ARTICLE VII

Public Records

The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**Renee M Shrout, CMC
City Clerk
City of Oakland Park
3650 NE 12 Avenue
Oakland Park Fl. 33334
954-630-4298
renees@oaklandparkfl.gov**

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in ARTICLE IV.

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Shelley Eichner, on behalf of Calvin Giordano & Assoc. Inc.,
Print Name and Title Company Name

certify that Calvin Giordano & Assoc. Inc. does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Calvin Giordano & Assoc. Inc.
COMPANY NAME

Shelley Eichner
SIGNATURE

Shelley Eichner
PRINT NAME

Senior Vice President
TITLE

AGREEMENT:

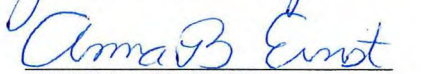
IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:


Renee Shrout, City Clerk


David Hebert, City Manager

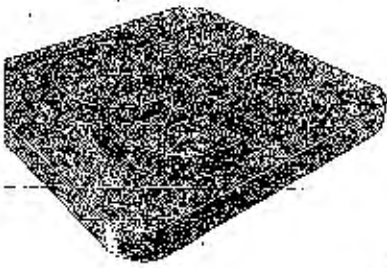
(SEAL)


WITNESS (as to CONTRACTOR)

WITNESS (as to CONTRACTOR)


CONTRACTOR

ADDRESS:
1800 Eller Dr.
Suite 600
Ft. Lauderdale, FL 33316

PHONE: 954-921-7781



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

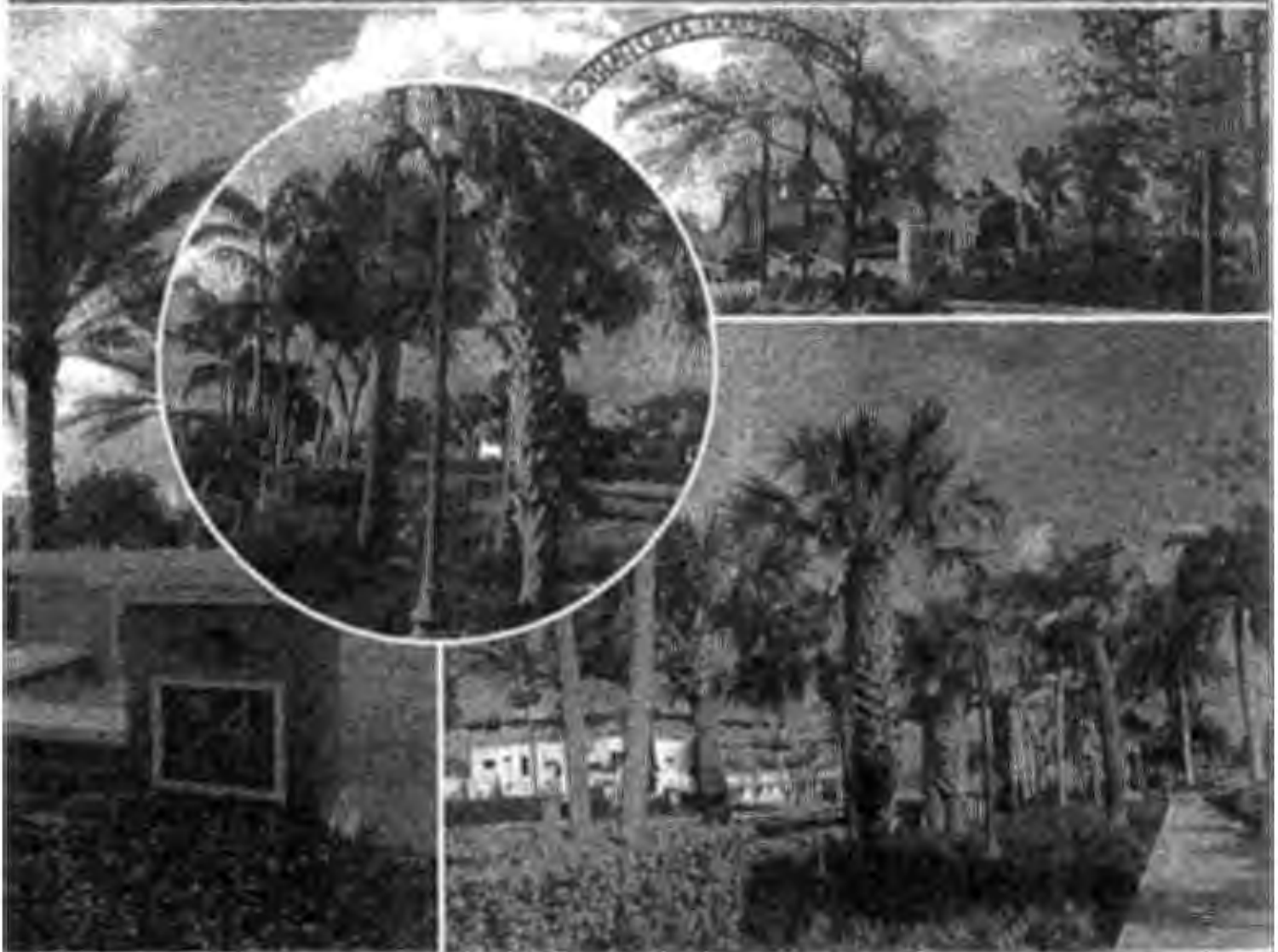
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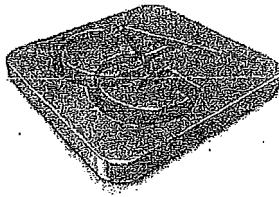
GENERAL PLANNING SERVICES CONSULTANT

RFQ#
030218

Proposed
for
CITY OF OAKLAND PARK
CITY ADMIN
300 W. 12th Ave
OAKLAND PARK, FL 33171

ISSUE DATE/TIME
MARCH 2, 2018
3:10 PM





Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

PROFESSIONAL FEE SCHEDULE

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

Principal	215.00	LANDSCAPE ARCHITECT	
Contract Administrator	190.00	Associate, Landscape Architect	165.00
Project Administrator	165.00	Senior Landscape Architect	135.00
Executive Assistant / Clerical	75.00	Environmental Administrator	125.00
		Landscape Architect	120.00
ENGINEERING		Environmental Specialist	105.00
Associate, Engineering (VI)	190.00	Landscape CADD Technician	95.00
Director, Engineering (V)	175.00	Environmental Assistant	90.00
Project Manager (IV)	150.00	Landscape Inspector/Arborist	105.00
Project Engineer (III)	130.00	Landscape Designer	120.00
Engineer (II)	110.00	Landscape Site Plan Reviewer	135.00
Jr. Engineer (I)	100.00		
Senior CADD Tech Manager	115.00	INDOOR AIR QUALITY SERVICES	
CADD Technician	95.00	Sr. Environmental Scientist	125.00
Permit Administrator	90.00	Environmental Scientist	100.00
DATA TECH DEVELOPMENT		CONSTRUCTION	
Associate, Data Tech Dev.	165.00	Associate, Construction	165.00
GIS Coordinator	145.00	Construction Management Director	135.00
GIS Specialist	125.00	Construction Manager	125.00
Multi-Media 3D Developer	115.00	Senior Inspector	100.00
GIS Technician	100.00	Inspector	90.00
Sr. Applications Developer	165.00	Construction Coordinator	90.00
Applications Developer	135.00		
Network Administrator	155.00	EMERGENCY MANAGEMENT	
System Support Specialist	115.00	Director	145.00
IT Support Specialist	85.00	Planner	105.00
GOVERNMENTAL SERVICES		Assistant Planner	90.00
Associate, VP	190.00	PLANNING	
Director of Code Enforcement	145.00	Associate, Planning	175.00
Director of Building Code	145.00	Director of Planning	150.00
Project Manager	145.00	Planning Administrator	150.00
Grants Administrator	125.00	Planning Manager	145.00
Code Enforcement Field Supervisor	110.00	Senior Planner	125.00
Code Enforcement Field Inspector	90.00	Assistant Planner	90.00
Building Official	115.00		
Building Plans Reviewer	90.00	EXPERT WITNESS	
Building Inspector	90.00	Principal/Associate	330.00
Permit Processor	75.00	Registered Engineer/Surveyor	280.00
		Project Engineer	230.00
SURVEYING			
Associate, Surveying	165.00		
Senior Registered Surveyor	145.00		
Survey Crew	135.00		
Registered Surveyor	130.00		
Survey Coordinator	105.00		
CADD Technician	95.00		
3D Laser Scanner	355.00		
Hydrographic Survey Crew	330.00		
G.P.S. Survey Crew	155.00		
Sub-meter G.P.S.	75.00		
Soft Dig (per hole)	480.00		
Utility Locates (per hour)	205.00		

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Effective October 1, 2014

FORT LAUDERDALE

MIAMI-DADE

WEST PALM BEACH

CLEARWATER/TAMPA

ESTERO

PORT ST. LUCIE

City of Oakland Park

RFQ #: 030218 | General Planning Services Consultant

41



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. 2021-10 Ratifying the Agreement Between Gemstone Builders, LLC and the Town of Hillsboro Beach for Exterior Construction to Town Hall.

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

Agenda Date: March 2, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. TAB 5-B
 2. Agenda Cover Memo
 3. RESOLUTION
 4. Gemstone Builders Agreement (2-12-2021)



TAB 5-B

RES 2021-10

Resolution No. 2021-10 Ratifying the Agreement Between Gemstone Builders, LLC and the Town of Hillsboro Beach for Exterior Construction to Town Hall.



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: Town Hall Exterior Renovation – Gemstone Builders LLC

Submitting Dept: Town Manager

Agenda Date: February 23, 2020

1. BACKGROUND / HISTORY

To fulfill the Commission's vision of an enhanced Town Hall, Gemstone Builders is currently under contract to:

- Paint town hall Decorator's White (recommended by designer)
- Replace shutters
- Remove coral façade on columns and repair stucco
- Remove river rock along flowerbeds and repair stucco

It was further determined to amend the scope of work to include:

- Remove entryway railing
- Eliminate the step at the entryway and provide a single handicap ramp
- Remove river rock flower boxes underneath porte-cochere
- Remove rocks around barefoot postman statue
- Relocate flagpole alongside statue
- Create mulch walkway to statue

2. CURRENT ACTIVITY

The revised scope of work was presented to Gemstone Builders and a budget along with terms for a contract were negotiated. Through our additional discussions, the terms were also negotiated one final time, and Gemstone agreed to a further reduction of \$1,500, bringing the total from \$17,750 to \$16,250.

3. FINANCIAL IMPACT

The cost for the additional scope of work is \$16,250, and will be funded through the general fund.

4. RECOMMENDATION

It is recommended that the Commission authorize the contract with Gemstone Builders.

RESOLUTION NO. 2021-10

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, RATIFYING THE AGREEMENT BETWEEN GEMSTONE BUILDERS, LLC AND THE TOWN OF HILLSBORO BEACH FOR EXTERIOR RENOVATION TO TOWN HALL; A COPY OF THE AGREEMENT IS ATTACHED AS COMPOSITE AS EXHIBIT "A"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the Town to ratify the Agreement between Gemstone Builders, LLC and the Town of Hillsboro Beach for exterior renovation to Town Hall;

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby ratifies the Agreement between Gemstone Builders, LLC and the Town of Hillsboro Beach for exterior renovation to Town Hall; a copy of the Agreement is attached as composite Exhibit "A."

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

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

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

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

1 **ADOPTED** by the Town Commission of the Town of Hillsboro Beach, Florida this
2 _____ day of _____ 2021.

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TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC, Town Clerk

RECORD OF TOWN COMMISSION VOTE:

MAYOR TARRANT	_____
VICE MAYOR KIRDAHY	_____
COMMISSIONER FEAMAN	_____
COMMISSIONER BALDASARRE	_____
COMMISSIONER BROWN	_____



Gemstone Builders LLC

Building the Future. Restoring the Past.

PROPOSAL ASSEMBLED FOR:

Town of Hillsboro Beach

1210 Hillsboro Mile

Hillsboro Beach, FL 33062

OUTLINING THE SCOPE OF WORK FOR THE PROJECT:

Exterior Renovation

February 11, 2021



Gemstone
Building the Future. Restoring the Past.

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

Our 3 Keys to Success

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

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

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

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

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



Gemstone
Building the Future. Restoring the Past.

Philosophy

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

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

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

Mission Statement

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

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

Respectfully,

Moti Bilia

Moti Bilia,
PRESIDENT



Gemstone

Building the Future. Restoring the Past.

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

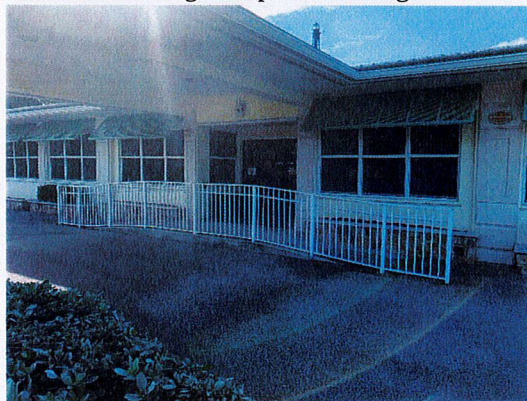
SCOPE OF WORK

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

Scope of work summarized as follows:

Exterior Renovation

- Ramp Renovation Price \$5,400.00
 - Remove Existing Ramp and Railings



- Fabricate ADA slope at entry door
 - Provide 1/12" pitch (maximum)
- Entryway Repair Price \$ N/C
 - Repair Damaged Corner Bead
- Covered Entryway Price \$ 1,300.00
 - Remove Wall with Riverrock and flower box





Gemstone

Building the Future. Restoring the Past.

- Memorial Area Renovation Price \$ 3,800.00
 - Remove Rock under Postman Statue



- Relocate statue onto Pedestal
- Create Walkway from townhall entrance to Memorial Area (Mulch)



-
- Flag Reinstallation Price \$ 750.00
 - Remove Flag from existing area
 - Re-Install near Postman Statue
- Survey & Plans Allowance Price \$ 5000.00
- Remove/Clean job site area

Total 16,250.00



Gemstone

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Options:

- Fabricate Walkway from Townhall entrance to Postman Statue
 - Concrete Price \$21.00 / SQFT

Exclusions:

- Repair of electrical / light fixtures / signage
- Permit cost, dewatering permit, engineering, density test and expediting.
- Vehicular traffic systems
- All offsite trash removal
- All permit and municipal fees
- Any area not specifically specified or included in the Contractor's Scope of Work

Assumptions:

- 1 Year Warranty on Labor
- Financing available upon financial review.
- Gemstone Builders includes mobilization fee in total price.
- Water and Electricity provided by Owner/Representative
- We will be allowed a minimum of 8-hour work days.
- Parking for personnel will be provided at no charge to Gemstone



Gemstone

Building the Future. Restoring the Past.

SPECIFICATIONS

PRESSURE CLEANING

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

PREPARATION & REPAIRS

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

Caulking: Benjamin Moore's AllPro ProGun 40 Year Acrylic Caulk

Patching: Benjamin Moore's Richards Rich Flex Elastomeric Patching

MASONRY & STUCCO SUBSTRATES

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

Spot Prime-New/Hot Stucco: Benjamin Moore's Acrylic Masonry Conditioner 608 Series

Finish: Benjamin Moore's Ultra Exterior Low Lustre N455

METAL RAILINGS, DOORS AND FENCES

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

Prime Coat: Benjamin Moore's Corotech Acrylic Metal Primer V110 series

Finish Coat: Benjamin Moore's Coronado's Rust Scat waterborne

WOODEN SUBSTRATES

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

Prime Coat: Benjamin Moore's Fresh Start Exterior Wood Primer

Finish Coat: Benjamin Moore's Ultra Exterior Low Lustre N455

ALUMINUM SOFFITS, DOWNSPOUTS, & GUTTERS SUBSTRATES

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

Prime Coat: Benjamin Moore's Corotech Acrylic Metal Primer V110 series

Finish Coat: Benjamin Moore's Coronado's Rust Scat waterborne



Gemstone

Building the Future. Restoring the Past.

Payment Terms:

All material is guaranteed to be as specified, and the above work to be performed in a workmanlike manner for the sum PER ITEM

Payments to be as follows:

50 % DEPOSIT	25% upon start
50 % UPON COMPLETION	25% midpoint
	50% completion

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

Payments per the Florida Prompt Payment Act



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. 2021-11 Consideration to Authorize and Approve the Use of \$3,715.00 of Federal Forfeiture Funds Towards 400 Hour Training Course Provided by the Southern Police Institute.

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

Agenda Date: March 2, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. TAB 5-C
2. Forfeiture Funds for Police Training (3-2-2021)



TAB 5-C

RES 2021-11

Resolution No. 2021-11 Consideration to Authorize and Approve the Use of \$3,715.00 of Federal Forfeiture Funds Towards 400 Hour Training Course Provided by the Southern Police Institute.



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011

www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Acceptance to Authorize and Approve Forfeiture for Training

Submitting Dept: Police Chief, Jay Szesnat

Agenda Date: March 2, 2021



1. BACKGROUND / HISTORY

The Command Officer Development Course (CODC) is Southern Police Institute's (SPI's) 400-hour flagship educational program for law enforcement mid to upper-level managers which provides a solid foundation for practical law enforcement administration and a comprehensive overview of management practices. This training is offered in five (5) two-week sessions over a period of five months. The CODC has continuously evolved with changing social, economic, and political environments associated with local, state and federal units of government. Students fully participate in the course which is interactively facilitated by a large cadre of instructional staff. Students prepare and present staff studies and receive feedback from instructors and peers. Topics include Evolution of Policing, Leadership Challenges, Budgeting, Federal Laws, Strategic Policing, Human Resources etc. See attached for a more comprehensive list.

2. CURRENT ACTIVITY

As we progress with training in this agency, it is vital we plan for succession, create leaders within this agency and send our front-line supervisors to leadership training of this caliber. We would like to send Sergeant Louis Mastandrea to this class.

3. FINANCIAL IMPACT

The costs for this class if paid by credit card, \$3,715.00. If paid by check, \$3595.00. This class will be funded through forfeiture funds. Majority of overtime will be covered by in staff personnel.

Forfeiture Fund account from Inframark: \$103,199.48.

4. RECOMMENDATION

It is recommended that the Commission accepts and approves this request for the use of forfeiture funds for training.

RESOLUTION NO. 2021-11

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING THE USE OF \$3,715.00 OF FEDERAL FORFEITURE FUNDS TO USE TOWARDS A 400 HOUR TRAINING COURSE PROVIDED BY THE SOUTHERN POLICE INSTITUTE; 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 \$3,715.00 of Federal Forfeiture Funds to use towards a 400 hour training course provided by the Southern Police Institute.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves use of \$3,715.00 of Federal Forfeiture Funds to use towards a 400 hour training course provided by the Southern Police Institute.

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

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

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

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

1 ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this ____
2 day of _____ 2021.
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6 **TOWN OF HILLSBORO BEACH, FLORIDA**
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10 _____
Deborah L. Tarrant, Mayor
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12 ATTEST:
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15 _____
Sherry D. Henderson, CMC
16 Town Clerk
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RECORD OF TOWN COMMISSION VOTE:

MAYOR TARRANT	_____
VICE MAYOR KIRDAHY	_____
COMMISSIONER FEAMAN	_____
COMMISSIONER BALDASARRE	_____
COMMISSIONER BROWN	_____

Southern Police Institute presents the

88th Command Officer's Development Course

400-HOUR TRAINING COURSE / 40 CEUS

Tuition:

\$3595.00 Discounted rate if paid by cash/check

\$3715.00 If paid by credit card

The Command Officer's Development Course (CODC) is the flagship continuing education course for law enforcement managers. It will provide a foundation for practical law enforcement administration and complement the Administrative Officers Course (AOC). The CODC has continuously evolved with changing social, economic and political environments associated with local, state and federal units of government.

Training Location & Suggested Lodging:

**Courtyard by Marriott
Ft. Lauderdale/North
2240 W. Cypress Creek Rd.
Ft. Lauderdale, FL 33309**

Phone: (954) 772-7770

Session Dates:

March 15-26, 2021

April 12-23, 2021

May 10-21, 2021

June 7-18, 2021

July 12-23, 2021

For more information or to register, visit our website:

louisville.edu/spi

For additional questions, call SPI at: (502) 852-6561

Visit us on the web:
louisville.edu/spi

"Like" us on Facebook:
[facebook.com/SPI.Louisville](https://www.facebook.com/SPI.Louisville)

Command Officers Development Course (CODC)

400 Hour Training Course / 40 CEU's

TUITION:

\$3595.00 Discounted rate if paid by cash/check / \$3715.00 If paid by Visa/MC/Discover

Course Description

The CODC is SPI's 400-hour flagship educational program for law enforcement mid to upper-level managers which provides a solid foundation for practical law enforcement administration and a comprehensive overview of management practices. This training is offered in five (5) two-week sessions over a period of five months. The challenging course complements SPI's AOC, and is traditionally held off campus at host agency sites.

The CODC has continuously evolved with changing social, economic, and political environments associated with local, state and federal units of government. Students fully participate in the course which is interactively facilitated by a large cadre of instructional staff. Students prepare and present staff studies and receive feedback from instructors and peers.

Course Topics and Areas of Study:

- Evolution of Policing
- Policing in the 21st Century
- Organizing Police
- Strategic Management & Teambuilding
- Interpersonal Communication
- Ethics & Innovations
- Organizational Communications
- Emotional Leadership
- Leadership Challenges
- Budgeting: Doing Your Part
- Administrative Law Affecting Law Enforcement
- Federal Law Affecting Law Enforcement

- Organizational Discipline
- Establishing Command in Events & Emerging Incidents
- Performance Management & Effectiveness
- Diversity, Conflict & Communication
- Limiting Police Liability
- Human Resources
- Prevention/Investigation of Police Misconduct
- Strategic Policing
- Development & Management of Major Criminal Investigations

Participants successfully completing this course of study will be able to:

- Assist in developing the strategic direction of an organization, including the mission, values and goals
- Enhance internal communications within an organization
- Develop alternative solutions to specific problems
- Prepare a formal staff study
- Plan, implement, and evaluate focused policing strategies
- Develop rules, regulations, policies and procedures to meet needs, comply with law, and meet CALEA standards
- Demonstrate an understanding of the primary federal requirements associated with personnel issues (including recruitment, selection, promotion, retention, discipline, termination, family leave, sick time, overtime, and compensation)
- Define, evaluate and develop risk management strategies
- Determine an organization's effectiveness and the efficiency of police operations
- Identify cost centers and assign unit costs to enhance organization productivity
- Demonstrate an understanding of internal affairs and the need to establish high ethical standards for police personnel



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. 2021-12 Resolution of the Town Commission of the Town of Hillsboro Beach, Florida Opposing Senate Bill 522 and House Bill 219, Preempting the Regulation of Vacation Rentals to the State.

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

Agenda Date: March 2, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. TAB 5-D
2. Resolution - Preempting the Regulation Vacation Rentals



TAB 5-D

RES 2021-12

Resolution No. 2021-12 Resolution of the Town Commission of the Town of Hillsboro Beach, Florida Opposing Senate Bill 522 and House Bill 219, Preempting the Regulation of Vacation Rentals to the State.

RESOLUTION NO. 2021-12

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, OPPOSING SENATE BILL 522 AND HOUSE BILL 219, BOTH OF WHICH ARE INTENDED TO PREMPT TO THE STATE THE REGULATION OF VACATION RENTALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 11, 2021, Senate Bill 522 was filed, seeking to preempt local regulation of vacation rentals; and

WHEREAS, on January 12, 2021, a companion bill, House Bill 219 was filed with identical preemptions to Senate Bill 522; and

WHEREAS, under Article VIII, Section 2 of the Florida Constitution and Section 166.021, Florida Statutes, municipalities are given broad home rule powers; and

WHEREAS, as a component of the Municipal Home Rule Powers Act as embodied in Chapter 166 of the Florida Statutes, municipalities should have the ability to regulate vacation rentals in their jurisdiction; and

WHEREAS, municipalities should continue to have the power to decide what is consistent with the needs of their own communities; and

WHEREAS, if Senate Bill 522/House Bill 219 passed, it would violate the home rule powers of municipalities; and

WHEREAS, the Town Commission continues to advocate for the protection of home rule powers and opposes Senate Bill 522 and House Bill 219; and

WHEREAS, the Town Commission believes it is in the best interest of the Town of Hillsboro Beach, Florida to approve this Resolution.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby opposes Senate Bill 522 and House Bill 219.

SECTION 3. That the Town Clerk is directed to distribute this Resolution to the Florida Governor, the President of the Florida Senate, the Speaker of the Florida House of Representatives, the Broward County Legislative Delegation, the Florida League of Cities, the Florida Association of Counties, the Florida City County Management Association, the Board of County Commissioners for Broward County, the Broward County League of Cities, and each of the municipalities in Broward County.

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

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

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

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

PASSED AND ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida, this _____ day of _____ 2021.

TOWN OF HILLSBORO BEACH, FLORIDA

ATTEST:

Mayor Deborah L. Tarrant

Sherry D. Henderson, CMC
Town Clerk

RECORD OF TOWN COMMISSION VOTE:

MAYOR TARRANT

VICE MAYOR KIRDAHY

COMMISSIONER FEAMAN

COMMISSIONER BALDASARRE

COMMISSIONER BROWN



TAB 6

CONSENT AGENDA



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 81869
Date 11/30/2020

Project **179902 HILLSBORO BEACH BUILDING
CODE**

Billing period through November 30, 2020

CGA PM: Shellie Ransom-Jackson

emailto: Mac Serda (mserda@townofhillsborobeach.com)

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

Description	Contract Amount	Prior Billed	Current Billed
65-100 BUILDING CODE SERVICES	0.00	765,977.91	14,812.43
Total	0.00	765,977.91	14,812.43

Invoice total **14,812.43**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
81869	11/30/2020	14,812.43	14,812.43				
	Total	14,812.43	14,812.43	0.00	0.00	0.00	0.00



The Town of Hillsboro Beach All Fees Collected

Start Date: 11/1/2020
End Date: 11/30/2020

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	\$16,720.51	\$2,508.08	\$1,350.00	\$2,925.00	\$600.00	\$14,212.43	\$261.64	\$204.00	\$154.00
YTD	\$47,085.90	\$7,062.89	\$5,150.00	\$4,162.50	\$1,400.00	40,023.02	\$750.76	\$576.15	\$425.48



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 **83208**
Date 01/31/2021

Project **179902 HILLSBORO BEACH BUILDING CODE**

Billing period through January 31, 2021

CGA PM: Peter Deveaugh

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	804,701.72	19,781.42
Total	0.00	804,701.72	19,781.42

Invoice total **19,781.42**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
81869	11/30/2020	14,812.43			14,812.43		
82506	12/31/2020	23,911.38		23,911.38			
83208	01/31/2021	19,781.42	19,781.42				
Total		58,505.23	19,781.42	23,911.38	14,812.43	0.00	0.00

Permit Fees - \$ 23,154.61
 Town Revenue- \$ 3,473.19
CGA Revenue - \$ 19,681.42
CGA Admin Fee- \$ 100.00
CGA Total- \$19,781.42



**The Town of Hillsboro Beach
Building Department
Finance Report**

**Start Date: 1/1/2021
End Date: 2/1/2021**

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	\$23,154.61	\$3,473.19	\$300.00	\$300.00	\$100.00	\$19,681.42	\$412.76	\$320.59	\$228.54
YTD	\$98,167.66	\$14,725.15	\$6,200.00	\$4,762.50	\$1,675.00	83,442.51	\$1,403.76	\$1,085.40	\$796.60

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

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1
02/22/2021
ACCOUNT NO: 1182-0606490
STATEMENT NO: **34758**

General Matters

			HOURS	
01/25/2021	JAC	Research and follow with DJD regarding COVID-19 employee exposures and presumptions/Worker's Compensation	1.20	
01/26/2021	SMS	Draft RFP for Replacement of Beach Pump Station Roofing	1.30	
	DJD	Revise RFP for replacement of beach pump station roof; draft Facilities Agreement with Mobile Medical Associates; Review comments to Ordinance; Telephone conference call with Town Manager.	2.60	
01/27/2021	DJD	Telephone conference call with Town Manager; revise proposed Ordinances; prepare Resolution and Agreement with MMA.	2.60	
	SMS	Review and revisions to RFP for Beach Pump Station Roofing	0.50	
01/28/2021	DJD	Review comments to proposed ordinance.	0.40	
	SMS	Calls and correspondences related to taking of deposition of Joe Arenal	0.40	
01/29/2021	SMS	Calls and correspondences related to scheduling of deposition for Joe Arenal	0.30	
	DJD	Review agenda.	0.70	
02/01/2021	DJD	Review agenda; Telephone conference call with Mac Serda; Telephone conference call with Debbie Orshefsky, Esq.	1.40	
	SMS	Call and correspondences related to deposition of Joe Arenal on dock setback	0.20	
02/02/2021	DJD	Prepare for and attend Town Commission Meeting.	3.60	
02/08/2021	DJD	Initial review of donation policy.	0.20	
02/09/2021	DJD	Telephone conference call with Joe Arenal; review donation policy. Telephone conference call with Town Manager and consultants.	1.60	
02/15/2021	DJD	Review conditional use revisions; Telephone conference call with Jim Hickey.	0.60	
02/16/2021	DJD	Address conditional use Ordinance; review minutes.	0.60	
02/17/2021	DJD	Telephone conference call with Town Manager; review donation policy.	0.80	
		FOR CURRENT SERVICES RENDERED	19.00	4,275.00

TOWN OF HILLSBORO BEACH

Page: 2
02/22/2021
ACCOUNT NO: 1182-0606490
STATEMENT NO: 34758

General Matters

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
JAMES A. CHEROF	1.20	\$225.00	\$270.00
D.J. DOODY	15.10	225.00	3,397.50
SEAN M. SWARTZ	2.70	225.00	607.50

Photocopies	95.55
TOTAL EXPENSES THRU 02/19/2021	95.55
TOTAL CURRENT WORK	4,370.55
BALANCE DUE	<u>\$4,370.55</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE





INVOICE

Inframark, LLC

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

INVOICE#

#60452

CUSTOMER ID

C1312

PO#**DATE**

2/11/2021

NET TERMS

Net 30

DUE DATE

3/13/2021

BILL TO

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

Services provided for the Month of: February

DESCRIPTION	QTY	UOM	RATE	AMOUNT
Accounting Services for the Month of: February 2021				
Financial Accounting Service 001-532004-51308-5000	1	Ea	7,314.84	7,314.84
Postage 001-541010-51307-5000	1	Ea	119.12	119.12
Storage 001-544025-51307-5000	1	Ea	11.10	11.10
Subtotal				7,445.06

Subtotal	\$7,445.06
-----------------	------------

Tax	\$0.00
------------	--------

Total Due	\$7,445.06
------------------	------------

Remit To:

Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

Please include CUSTOMER ID and the Invoice number on the check stub of your payment



Invoice Date: 1/31/2021
Date Invoice Submitted: 2/2/2021
Invoice #: 21-0131-26
Account: 32-TOWNH

TO: TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

inframark@avidbill.com

INVOICE

Transportation Services Provided
For the month of
Jan-21

SHUTTLE BUS	3 days a week 9:00am to 5:50pm (8.83/day)		
	105.96 Service Hrs. @ \$53.00/Hr.	\$	5,615.88
Mon - Wed - Fri	12 Svc Days @ 8.83 Svc Hrs/Day = 105.96 Svc Hrs. (see details)		

Total Amount due this Invoice	\$	5,615.88
-------------------------------	----	----------

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



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 : 00756917
Invoice Date : 12/15/2020
Project : 9225/02
Project Name : Hillsboro Beach Coastal
Engineering

For Professional Services Rendered For 9/27/2020 Through 11/28/2020

	Fee	% Complete	Billings		
			To Date	Previous	Current
Phase 1 - Construction Plans					
1a - Construction Plans	33,800.00	100.00	33,800.00	33,800.00	0.00
1b - Technical Specifications	9,500.00	100.00	9,500.00	9,500.00	0.00
1c - FDEP Submittal	2,200.00	100.00	2,200.00	2,200.00	0.00
Phase 2 - Bidding Assistance					
2a - Bid Documents	9,000.00	100.00	9,000.00	9,000.00	0.00
2b - Bidding Assistance	6,790.00	100.00	6,790.00	6,790.00	0.00
Phase 3 (L/S) - Constructiion Administration (L/S only)					
3b - Volume Calculations	9,500.00	100.00	9,500.00	9,500.00	0.00
Phase 5 - Post-Construction Physical Monitoring	5,845.00	100.00	5,845.00	5,845.00	0.00
Phase 6a (L/S) - Environmental Permit Compliance (L/S only)	13,645.00	100.00	13,645.00	13,645.00	0.00
Phase 7 - Fema Coordination	8,250.00	100.00	8,250.00	6,246.41	2,003.59
Phase 8 - 2020 Post-Con 6 Month Physical Monitoring (L/S only)	16,950.00	100.00	16,950.00	12,712.50	4,237.50

			Billings		
			Fee	Available	
			To Date	Previous	Current
Phase 3 (T/M) - Construction Administration (T&M only)					
3a - Construction Administration (T&M)	31,700.00	1,468.50	31,398.50	30,231.50	1,167.00
Rate Labor	1,167.00				
3c - Turbidity Monitoring Review (T&M)	2,920.00	2,715.75	204.25	204.25	0.00
Phase 4 - Resident Project Administration (T&M)	44,700.00	9,041.50	40,035.75	35,658.50	4,377.25
Rate Labor	4,377.25				
Phase 6b (T/M) - Environmental Permit Compliance (T&M only)	2,950.00	2.00	2,948.00	2,948.00	0.00

Phase 9 - 2020 Post-Con 6 Month Physical Monitoring (T&M only)	9,060.00	8,478.00	3,410.50	582.00	2,828.50
Rate Labor	2,828.50				
XY - Reimbursables	400.00	400.00	14.50	0.00	14.50
Unit Rate Expense	14.50				

Current Billings	14,628.34
Amount Due This Bill	USD 14,628.34

Total Fee :	207,210.00
To Date Billings :	193,491.50
Total Remaining :	13,718.50

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	754000	9/16/2020	4,037.00	4,037.00
				4,037.00

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
--	--	---	--

3a - Construction Administration (T&M)**Rate Labor***Class / Employee**Date**Hours**Rate**Amount***Eng II/Environmental Scientist**

Jacqueline Brower

10/27/2020

1.00

139.00

139.00

11/23/2020

1.00

139.00

139.00

11/24/2020

1.00

139.00

139.00

Total Eng II/Environmental Scientist

3.00

417.00

Principal/Environmental Mngr

Timothy Blankenship PE

10/5/2020

0.75

250.00

187.50

10/7/2020

1.00

250.00

250.00

10/13/2020

0.25

250.00

62.50

10/22/2020

0.50

250.00

125.00

10/27/2020

0.50

250.00

125.00

Total Principal/Environmental Mngr

3.00

750.00

Total Rate Labor**1,167.00****Total Bill Task: 3a - Construction Administration (T&M)****1,167.00****4 - Resident Project Representative (T&M)****Rate Labor***Class / Employee**Date**Hours**Rate**Amount***Eng II/Environmental Scientist**

Jacqueline Brower

10/9/2020

4.00

139.00

556.00

10/15/2020

4.00

139.00

556.00

10/21/2020

4.00

139.00

556.00

11/3/2020

3.00

139.00

417.00

11/19/2020

2.00

139.00

278.00

Total Eng II/Environmental Scientist

17.00

2,363.00

Principal/Environmental Mngr

Timothy Blankenship PE

10/1/2020

1.00

250.00

250.00

10/20/2020

2.00

250.00

500.00

10/26/2020

0.25

250.00

62.50

11/3/2020

1.00

250.00

250.00

11/4/2020

1.00

250.00

250.00

11/10/2020

0.50

250.00

125.00

11/16/2020

0.25

250.00

62.50

11/18/2020

0.25

250.00

62.50

11/23/2020

0.50

250.00

125.00

11/24/2020

1.00

250.00

250.00

11/25/2020

0.25

250.00

62.50

Total Principal/Environmental Mngr

8.00

2,000.00

Staff Engineer/Scientist

Lauren Jonaitis

10/27/2020

0.15

95.00

14.25

Total Rate Labor**4,377.25****Total Bill Task: 4 - Resident Project Representative (T&M)****4,377.25**

9 - 2020 Post-Con 6 Mth Phys Monitor(T&M)**Rate Labor***Class / Employee**Date**Hours**Rate**Amount***Eng II/Environmental Scientist**

Jacqueline Brower

9/30/2020

1.00

139.00

139.00

10/6/2020

1.00

139.00

139.00

10/8/2020

3.50

139.00

486.50

10/12/2020

3.00

139.00

417.00

11/6/2020

6.00

139.00

834.00

11/9/2020

4.50

139.00

625.50

Total Eng II/Environmental Scientist-----
19.00-----
2,641.00**Principal/Environmental Mngr**

Timothy Blankenship PE

9/28/2020

0.50

250.00

125.00

10/5/2020

0.25

250.00

62.50

Total Principal/Environmental Mngr-----
0.75-----
187.50**Total Rate Labor****2,828.50****Total Bill Task: 9 - 2020 Post-Con 6 Mth Phys Monitor(T&M)****2,828.50****XY - Reimbursables****Unit Rate Expenses***Account / Unit / Vendor**Quantity**Rate**Amount***Car Rental & Mileage****Mileage**

Timothy Blankenship PE

25.00

0.58

14.50

Total Unit Rate Expenses**14.50****Total Project: 9225/02 - Hillsboro Beach Coastal Engineering****8,387.25**



Employee Expense Report

Backup

Employee: 2824 - Timothy Blankenship PE

Expense Report: ER000452 - Blankenship - Hillsboro Beach

Project: 9225/02 - Hillsboro Beach Coastal Engineering

Expense Report Dates: 10/21/2020 - 10/21/2020

Posting Date: 12/26/2020

Client: 11140 - Town of Hillsboro Beach

Transaction Details

Sequence	Date	Category	Project	Task Hierarchy	Location	Receipt	Currency	Quantity	Amount
1	10/21/2020	Personal Car Mileage (MI)	9225/02	XY	Miami		USD	25.00	14.38
meeting with Corps of Engineers									
2	10/21/2020	Tolls/Road Charges	9225/02	NB	Miami		USD		1.50
meeting with Corps of Engineers									
3	10/21/2020	Personal Car Mileage (MI)	9225/02	NB	Miami		USD	71.00	40.83
meeting with Corps of Engineers									
Total									56.71



Account #3086508

TRANSACTION VIEW

Generated 11/27/2020 7:14 PM

POSTED DATE	TRANSACTION DATE	TRANSACTION TIME	TRANSACTION NUMBER	TRANSPONDER / LICENSE PLATE	AGENCY NAME	LANE	AXLE	DESCRIPTION / PLAZA NAME	DEBIT (-)	CREDIT (+)	BALANCE
11/18/2020	11/18/2020	12:36:46 PM	32365346227	073152970110	Florida Turnpike Enterprise	50S	2	I-95 HALLANDALE EXPR NB MP19	\$0.50		\$15.16
11/18/2020	11/18/2020	12:24:49 PM	32365345656	073152970110	Florida Turnpike Enterprise	50S	2	I-95 NW 54 ST EXPRESS NB MP 5	\$0.50		\$15.66
11/18/2020	11/18/2020	12:32:56 PM	32365345271	073152970110	Florida Turnpike Enterprise	50S	2	I-95 MIAMIGARDENS EXPR NB MP14	\$0.50		\$16.16
10/30/2020	10/30/2020	09:43:01 AM	32275111994	073152970110	Florida Turnpike Enterprise	50S	2	I-95 NW 54 ST EXPRESS NB MP 5	\$0.50		\$16.66
10/30/2020	10/30/2020	09:51:31 AM	32275112086	073152970110	Florida Turnpike Enterprise	50S	2	I-95 MIAMIGARDENS EXPR NB MP14	\$0.50		\$17.16
10/30/2020	10/30/2020	09:55:37 AM	32275111264	073152970110	Florida Turnpike Enterprise	50S	2	I-95 HALLANDALE EXPR NB MP19	\$0.50		\$17.66
10/21/2020	10/21/2020	08:07:38 AM	32230271100	073152970110	Florida Turnpike Enterprise	50S	2	I-95 NW 54 ST EXPRESS NB MP 5	\$0.00		\$18.16
10/21/2020	10/21/2020	08:18:41 AM	32230260536	073152970110	Florida Turnpike Enterprise	50S	2	I-95 MIAMIGARDENS EXPR NB MP14	\$0.50		\$18.16
10/21/2020	10/21/2020	08:23:24 AM	32230260394	073152970110	Florida Turnpike Enterprise	50S	2	I-95 HALLANDALE EXPR NB MP19	\$0.50		\$18.66
10/19/2020	10/19/2020	09:15:53 AM	2123727122					PAYMENT & ADJUSTMENTS		\$10.00	\$19.16
10/19/2020	10/15/2020	08:20:12 AM	32220306142	073152970110	Florida Turnpike Enterprise	50S	2	I-95 NW 54 ST EXPRESS NB MP 5	\$0.50		\$9.16
10/19/2020	10/15/2020	08:28:23 AM	32220296453	073152970110	Florida Turnpike Enterprise	50S	2	I-95 MIAMIGARDENS EXPR NB MP14	\$0.50		\$9.66
10/05/2020	10/05/2020	10:44:21 PM	32157824663	073152970110	Florida Turnpike Enterprise	60S	2	SR91 GOLDEN GLADES MAIN SB MP0	\$1.07		\$10.16
10/05/2020	10/05/2020	10:25:24 PM	32157822050	073152970110	Florida Turnpike Enterprise	60S	2	SR91 Pompano Bch Main SB MP65	\$1.07		\$11.23
10/05/2020	10/05/2020	10:03:42 PM	32157786296	073152970110	Florida Turnpike Enterprise	8S	2	SR91 LANTANA MAINLINE MP88	\$5.12		\$12.30



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 : 00757356
Invoice Date : 1/6/2021
Project : 9225/02
Project Name : Hillsboro Beach Coastal
Engineering

For Professional Services Rendered For 11/29/2020 Through 12/26/2020

	Fee	% Complete	Billings		
			To Date	Previous	Current
Phase 1 - Construction Plans					
1a - Construction Plans	33,800.00	100.00	33,800.00	33,800.00	0.00
1b - Technical Specifications	9,500.00	100.00	9,500.00	9,500.00	0.00
1c - FDEP Submittal	2,200.00	100.00	2,200.00	2,200.00	0.00
Phase 2 - Bidding Assistance					
2a - Bid Documents	9,000.00	100.00	9,000.00	9,000.00	0.00
2b - Bidding Assistance	6,790.00	100.00	6,790.00	6,790.00	0.00
Phase 3 (L/S) - Construction Administration (L/S only)					
3b - Volume Calculations	9,500.00	100.00	9,500.00	9,500.00	0.00
Phase 5 - Post-Construction Physical Monitoring	5,845.00	100.00	5,845.00	5,845.00	0.00
Phase 6a (L/S) - Environmental Permit Compliance (L/S only)	13,645.00	100.00	13,645.00	13,645.00	0.00
Phase 7 - Fema Coordination	8,250.00	100.00	8,250.00	8,250.00	0.00
Phase 8 - 2020 Post-Con 6 Month Physical Monitoring (L/S only)	16,950.00	100.00	16,950.00	16,950.00	0.00

	Fee	Available	Billings		
			To Date	Previous	Current
Phase 3 (T/M) - Construction Administration (T&M only)					
3a - Construction Administration (T&M)	31,700.00	301.50	31,398.50	31,398.50	0.00
3c - Turbidity Monitoring Review (T&M)	2,920.00	2,715.75	204.25	204.25	0.00
Phase 4 - Resident Project Administration (T&M)	44,700.00	4,664.25	42,223.75	40,035.75	2,188.00
Rate Labor	2,188.00				
Phase 6b (T/M) - Environmental Permit Compliance (T&M only)	2,950.00	2.00	2,948.00	2,948.00	0.00
Phase 9 - 2020 Post-Con 6 Month Physical Monitoring (T&M only)	9,060.00	5,649.50	4,848.25	3,410.50	1,437.75

Rate Labor	1,437.75					
XY - Reimbursables		400.00	385.50	14.50	14.50	0.00
					Current Billings	3,625.75
					Amount Due This Bill	USD 3,625.75

Total Fee :	207,210.00
To Date Billings :	197,117.25
Total Remaining :	10,092.75

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	754000	9/16/2020	4,037.00	4,037.00
	00756917	12/15/2020	14,628.34	14,628.34
				18,665.34

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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4 - Resident Project Representative (T&M)**Rate Labor**

<i>Class / Employee</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Eng II/Environmental Scientist				
Jacqueline Brower				
	11/30/2020	1.00	139.000	139.00
	12/2/2020	1.00	139.000	139.00
	12/9/2020	2.50	139.000	347.50
	12/10/2020	3.00	139.000	417.00
	12/11/2020	1.50	139.000	208.50
	12/14/2020	1.50	139.000	208.50
		-----		-----
Total Eng II/Environmental Scientist		10.50		1,459.50

Principal/Environmental Mngr

Timothy Blankenship PE

	12/1/2020	0.50	250.000	125.00
	12/2/2020	0.25	250.000	62.50
	12/10/2020	0.25	250.000	62.50
	12/22/2020	1.25	250.000	312.50
		-----		-----
Total Principal/Environmental Mngr		2.25		562.50

Staff Engineer/Scientist

Lauren Jonaitis

	12/4/2020	0.10	95.000	9.50
	12/7/2020	0.20	95.000	19.00
	12/10/2020	0.20	95.000	19.00
	12/14/2020	0.60	95.000	57.00
		-----		-----
Total Staff Engineer/Scientist		1.10		104.50

Supervisory Engineer/Scientist

Christy Brush

	12/10/2020	0.10	205.000	20.50
	12/14/2020	0.20	205.000	41.00
		-----		-----
Total Supervisory Engineer/Scientist		0.30		61.50

Total Rate Labor**2,188.00****Total Bill Task: 4 - Resident Project Representative (T&M)****2,188.00****9 - 2020 Post-Con 6 Mth Phys Monitor(T&M)****Rate Labor**

<i>Class / Employee</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Eng II/Environmental Scientist				
Jacqueline Brower				
	12/7/2020	1.50	139.000	208.50
	12/8/2020	5.00	139.000	695.00
	12/17/2020	2.00	139.000	278.00
		-----		-----
Total Eng II/Environmental Scientist		8.50		1,181.50
Supervisory Engineer/Scientist				
Christy Brush				
	12/22/2020	1.25	205.000	256.25
Total Rate Labor				1,437.75

Total Bill Task: 9 - 2020 Post-Con 6 Mth Phys Monitor(T&M)**1,437.75****Total Project: 9225/02 - Hillsboro Beach Coastal Engineering****3,625.75**



TAB 7

BEACH REPORT



TAB 8-A

STAFF UPDATES

Police Department

Presented by Chief Jay Szesnat



Hillsboro Beach Police Monthly Report

1210 Hillsboro Mile Suite B
Hillsboro Beach, FL 33062
(954) 427-6600



To: Town Manager, Mac Serda
From: Police Chief, Jay Szesnat
Subject: January 2021 Monthly Report

Patrol Snapshot:

Activity	Current Month	December 2020	January 2020
Contacts			
Motor Vehicle	79	77	106
Crosswalk	31	30	9
Marine Unit	121	121	50
Beach Unit	15	29	9
Cyclists	83	80	21
Arrests	0	1	8
Service			
Alarms	6	21	18
Dogs on Beach/Animal	8	4	4
Vessel	30	10	2
Noise	10	7	2
Open Doors	7	6	6
Police Assists	44	33	45
Domestic/Disturbances	3	4	5
Sick/Injured	8	12	22
Crash	3	3	3
Trespassing	79	78	76
Security Checks	6640	6601	6218
Total Calls	233	200	233

Investigations Snapshot:

January 2021 (new)	Actively Working	Inactivated/Cleared
Grand Theft	Identity Theft (2)	Fraud/Grand Theft
Burglary Conveyance	Criminal Mischief	Stalking
	Stolen Vehicle	Sexual Battery
	Fraud (2)	
	Hit and Run (Working with BSO)	
	Police Assist	

Personnel: News

Our new part-time Marine Unit Officer Eddie Grant is close to completing his Field Training schedule. Our Part-Time Marine Unit training includes; Orientation Training, Acknowledgement of all General Orders, 80 hours on our vessel with a Field Training Sergeant, 80 hours with the Florida Wildlife Conservation Training Lieutenant, and 80 hours of Road Patrol with a Field Training Sergeant. He will then complete a one year probationary period.

January Notable Events:

On January 16th we participated in the Town's Community Event which included on-site shredding, hazardous waste, electronics and prescription drug drop-off for disposal. The interaction with our citizens highlighted safety measures pertaining to COVID and face masks were distributed.

On January 18th we responded to an injured animal call which involved a large bird on our beach that was entangled in fishing line. Sergeant Gianino safely capture the bird which couldn't fly due to the significant entanglement caused by the fishing line. He was able to carefully cut and remove the line, releasing the bird which was apparently did not sustain any injury.

On January 24th our Marine Unit responded to the Inlet to meet another vessel with a medical emergency on board. The Marine Unit was able to escort the vessel and the patient to a dock and coordinate with Fire Rescue to facilitate treatment.

On January 27th our Marine Unit was once again involved in helping to facilitate the treatment of an injured party by coordinating with Fire Rescue. Marine One was on patrol when flagged down by an injured fisherman.

Training:

Police Law Institute (Online): Vehicle Searches and Inventory for Police

Power DMS Topics:

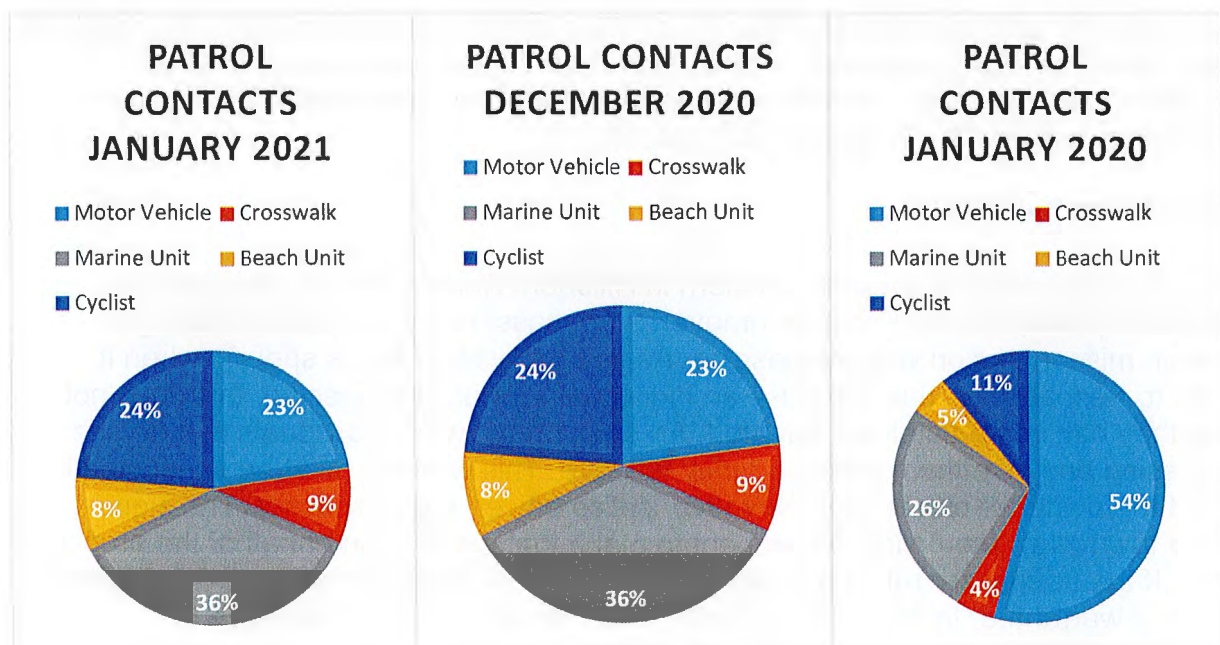
- Firearms, Tactics, and De-escalation Training

Annual Firearms Training and Qualification at Broward State College Range, Davie. Our personnel were assigned to the range on two consecutive Friday's from 8A to 4P. We trained with Pistol, Shotgun, and Patrol Rifles. The training included de-escalation tactic, decision "Shoot/Don't Shoot" scenarios, FDLE Qualification, and multiple firearms drills.

Defensive Tactics, "Less-Lethal" Devices, and Taser 7 transition training was conducted at PD Headquarters. Our personnel were assigned on the next two consecutive Friday's from 8A to 4P. We trained with O/C Spray, Baton, physical defensive tactics, and our new Taser 7 Device. A combination of classroom and practical exercises (scenarios) were utilized emphasizing de-escalation tactics. All COVID-19 Safety protocols were strictly adhered to at all times.

Patrol Services:

Contacts:



Road Patrol:

Concern (Safe Cycling):

We continue to concentrate our efforts in the area of A1A and the Hillsboro Inlet Bridge. Safety concerns of cyclists going around the active bridge arm, prior to the bridge traffic control light turning green have been presented to the police department. Our areas of concern also include cyclists traveling in the wrong direction and surrounding cars in the wrong lane. Patrol had the availability to speak with 83 cyclists this month, 6 cyclists were issued traffic citations.

In addition, the Town Manager and the Police Department have been working with the Florida Department of Transportation (FDOT) to create signage for cyclists. This signage will indicate and remind cyclists to not travel around the inlet bridge arm.

Finally, we are working with a state representative to create a house bill in reference to cyclists and in particular Florida State Statute 316.2065. This statute is specific to cyclists and their lane usage, an explanation of substandard lanes (which we are) and impeding traffic. This statute's interpretation is vague in some areas and needs attention. We may have a house bill as soon as next week concerning this. Getting it passed will be the next step.

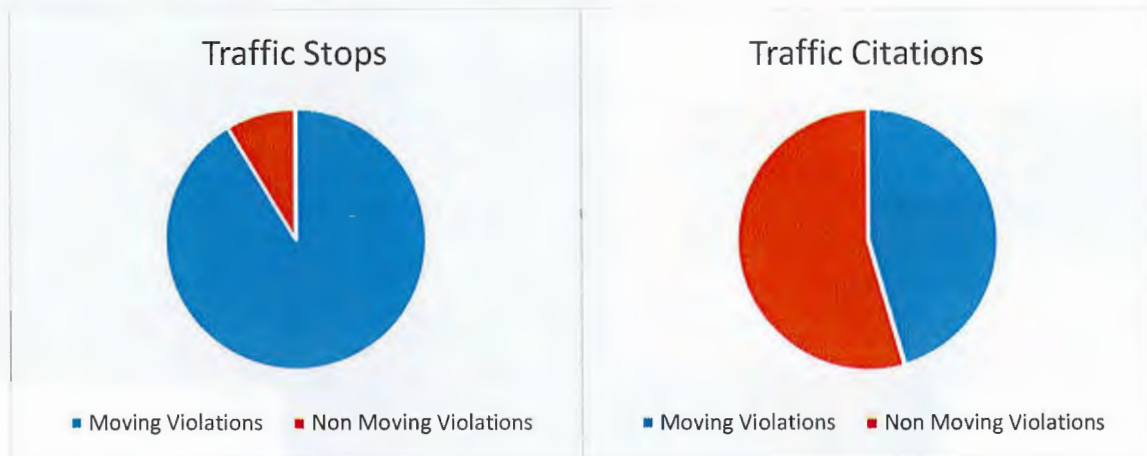
Concern (Dogs on Beach):

Dogs on the beach. We observed an increase with dogs on the beach in January. We created an operational initiative. The goal of the initiative is to address the dog concerns we are receiving along the beach area by gaining voluntary compliance through education, conversations, contacts, and enforcement. You can expect to have more information next month concerning this concern.

Concern (Trespassing):

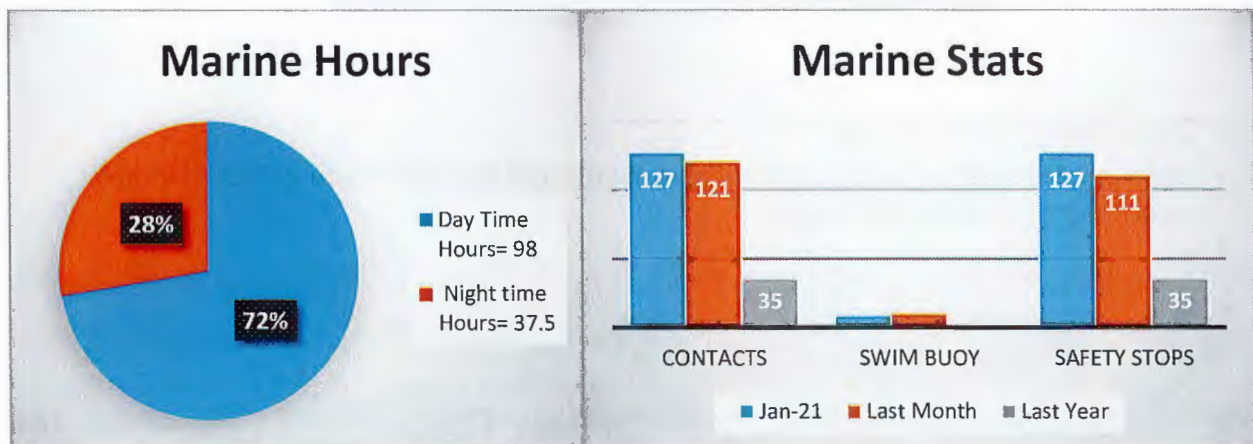
Trespassing remains an ongoing concern in Hillsboro Beach. With our trespassing program in place, we were able to remove 79 trespassers. We are encountering a common misconception with trespassing. As you know state law is specific when it comes to trespassers. Just because an individual(s) is/are trespassing, this does not mean they can immediately be arrested. An officer must warn individuals that he/she is trespassing and give them an opportunity to leave. This warning must be conducted in front of the owner or owner representative, police officer and trespasser. The signs around town allow the police department to make that warning on behalf of the property owner. If the trespasser refuses to leave than an arrest in the form of an (NTA) Notice to Appear is warranted. In 99.9% of all cases when we warn them, they leave.

Traffic:



Marine/Beach Patrol:

The boat hull is beginning to show its fiberglass in some areas. We will need to have this repaired. This will require the boat to be out of the water for an extended period (one week). We will schedule during off-season.



Overall Calls for Service:



- Attached is the fuel report
- Attached is a letter for Sergeant Dave Clark and his team who assisted in the recovery of a stolen suitcase.

2021 Gas Usage Police Department

Employee	Department	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total Gallons
1-Szesnat	Police	50.6												50.6
2-O'Neill	Police	0.0												0.0
3-Pugliese	Police	63.5												63.5
4-Mastandrea	Police	116.9												116.9
5-Clark	Police	71.4												71.4
6-Gianino	Police	48.8												48.8
7-Kirchoff	Police	0.0												0.0
8-McGrath	Police	98.5												98.5
9-Kelly	Police	0.0												0.0
10-Steel	Police	97.2												97.2
11-Nolan	Police	25.8												25.8
12-Pope	Police	0.0												0.0
13-Stengel	Police	0.0												0.0
14-Torres	Police	0.0												0.0
16-MacLellan	Police	202.7												202.7
18-Beauparlant	Police	124.3												124.3
17-Bukata	Police	0.0												0.0
26-Joseph	Maintenance	0.0												0.0
Police Totals	TOTALS	899.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	899.7

Gas Usage Water Department

19-Garray	Water Dept	0												0
20-Bullard	Water Dept	28.4												28.4
21-Charles	Water Dept	19												19
22-Knapstein	Water Dept	0												0
23-Rivera	Water Dept	0												0
Water Totals		47.4	0	0	0		0	0	0	0	0	0	0	

Gas Tank 32 3/4" = 2076 gal

2021 Vehicle Mileage PD

Unit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TM
160	4,572												4,572
161	3,508												3,508
162	86												86
2163	1,754												1,754
164	668												668
166	1,173												1,173
TOTAL	11,761												11,761
GALLONS	900												900

Specialty Vehicles PD

Marine 1	121.5												121.5
ATV	15												15

Water Department

170	64												64
172	341												341
173	113												113
174	483												483
TOTAL	1,001												1,001
GALLONS	47.4												47

Vehicle/Mileage Recap JANUARY 2021

Unit	Type	Primary Use	EOM	BOM	CMM	PMM	INC/DEC
160	SUV	Road Patrol	32,334	27,762	4,572	4,682	-110
161	SUV	Road Patrol	29,761	26,253	3,508	4,521	-1,013
162	Crown Vic.	Training/Decoy	124,874	124,788	86	241	-155
2163	SUV	Road Patrol	2,123	369	1,754	369	1,385
164	Charger	Chief	75,276	74,608	668	1,002	-334
166	Charger	Major	180,831	179,658	1,173	1,127	46
		Police		TOTALS	11,761	11,942	-181
170	Pickup Truck	Water Dept	94,433	94,369	64	102	-38
172	Pickup Truck	Maintenance	55,221	54,880	341	417	-76
173	Pickup Truck	Water Dept	4,614	4,501	113	105	8
174	Pickup Truck	Water Dept	5,696	5,213	483	560	-77
		Water Dept		Totals	1,001	1,184	-183
		EOMH		BOMH	CMH	PMH	INC/DEC
M1	Boat	Patrol	2087.2	1965.8	121	70.3	51
165	ATV	Patrol	188.3	173.8	14.5	26	-11.5

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

January

2021

WEEK 1	OFFICER	DATE	PATROL TIME START	PATROL TIME END	TOTAL PATROL HOURS	BOAT ENGINE HOURS	VESSEL STOPS	ACCIDENTS	CITATIONS	CALLS FOR SERVICE	COMPLAINT # / CITATION #
WEEK 1	MacLellan/Grant	1/2/21	1000	1800	8	7	6				6 wake zone warnings
	MacLellan	1/3/21	0900	1700	8	7.5	5				5 wake zone warnings
	MacLellan	1/9/21	0900	1700	8	7.5	8				8 wake zone warnings
	Gianino/Grant	1/10/21	1000	1800	8	6.9	7				7 wake zone warnings
WEEK 2	Pope/McGrath	1/10/21	1830	2200	3	2.9	3				3 wake zone warnings
	MacLellan	1/13/21	1400	2200	8	7	4		2		4 wake zone warnings
	MacLellan	1/17/21	0900	1700	8	7	9				9 wake zone warnings
	Pugliese/Gianino	1/18/21	0830	1800	9.5	9	8				8 wake zone warnings
	MacLellan	1/19/21	0900	1700	8	7	11				11 wake zone warnings
WEEK 3	MacLellan	1/20/21	1500	2300	8	7	6			1	6 wake zone warnings
	Bukata/Grant	1/21/21	1630	1830	4	3.8	2				2 wake zone warnings
	MacLellan	1/22/21	1500	2100	6	5	4			4	4 wake zone warnings, 1 ex
	MacLellan	1/23/21	0930	1830	9	8	8				8 wake zone warnings, 7 ex
	Pope	1/23/21	1830	2100	2.5	2.4	5				5 wake zone warnings
WEEK 4	Gianino	1/24/21	1000	1800	8	7.1	12				12 wake zone warnings
	McGrath	1/24/21	1800	2000	2	1.9	3				3 wake zone warnings
	Bukata	1/25/21	1500	2000	4	3	1				1 wake zone warning
	MacLellan	1/27/21	1030	1800	7.5	6.6	7		1	2	7 wake zone warnings
WEEK 5	MacLellan	1/30/21	0900	1700	8	7	11				11 wake zone warnings
	Bukata/Grant	1/31/21	0900	1700	8	7.2	7				7 wake zone warnings
TOTALS					135.5	120.8	127	0	3	7	

CERTIFICATION: I hereby certify that the times and dates of the patrols reflect services rendered by the contracting Municipality / Agency for the Broward County EMLEG Program.

TOTAL _____

GRANTEE PROJECT ADMINISTRATOR

DATE

NOTE: Grantee shall submit to County a certified copy of the officer's time card reflecting services rendered and appropriate approvals by grantee

1/30/21

Chief Jay Szesnat

Hillsboro Beach Police Department

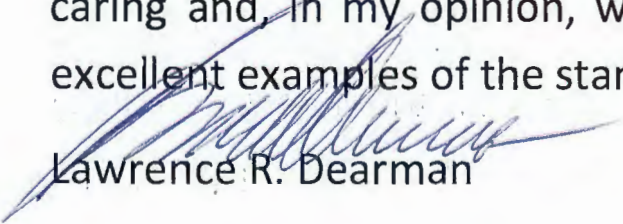
1210 Hillsboro Mile, Suite B

Hillsboro Beach, FL 33062

RE: Case #210201

Dear Chief:

This note to let you know that when my suitcase was taken at 1125 Hillsboro Mile your officers responded. Sergeant Clark and Officer Torres were very professional and, in my opinion, went above and beyond helping me look for my property. The suitcase had \$700.00 cash inside. They informed me the suitcase could be hidden on the property so the perpetrator could return later and take my property. Well, as it turned out, I found the property when I was leaving the next morning, in the bushes, unopened and my money inside. Your officers were compassionate and caring and, in my opinion, went above and beyond. They are excellent examples of the standards you set for your officers.



Lawrence R. Dearman

(907) 841-9880



TOWN OF HILLSBORO BEACH



Jay Szesnat, Chief of Police
jszesnat@townofhillsborobeach.com

Date: January 12, 2020

To: Mac Serda, Town Manager

From: Jay Szesnat, Police Chief

Subject: Police Department Overview

In May of 2020 I was sworn in as Chief of the Hillsboro Beach Police Department. In that time since my arrival, many different areas within the agency have been assessed. These areas included Marine, Patrol, Communications, Investigations and Administration. Initially I met and spoke with each of the Commissioners, the Town Manager, residents, and employees. These meetings occurred throughout the months of May, June, and July.

Overview of findings:

The police department is in good working order and the residents express appreciation for our service.

A common criticism was that the police department was not patrolling our waterways enough. More specifically, some Commissioners and residents expressed that the boat music on the Intracoastal waterway was a nuisance and that the swim buoy lines on the ocean side needed enforcement.

Another common concern involved cyclists operating on State Road A1A. Commissioners and residents expressed concern that cyclists bunch up at the bridge area, go around the bridge arm before it is up and travel the wrong direction on State Road A1A while waiting for the bridge.

Employees expressed overall satisfaction for their employment with the Town of Hillsboro Beach. Concerns were raised about the condition of essential police equipment. The main areas of concern involved communication, organization, and a sense that the workspace was unclean (note ongoing Covid-19 pandemic).

Marine(Lt Pugliese)

With several of the concerns above involving our marine unit, this became a primary focus. We worked to make immediate improvements. I tasked Lieutenant James Pugliese with managing the marine unit and its assets.

An assessment of the boat showed repairs were needed (The GPS, the radio, the steering, the bilge pump, the fuel gauge, the lightbar and the siren were not operational.

In addition, an electrical line was corroded and needed to be repaired. The engines, although new and in working order, had fuel injector issues.)

The boat lift was not operational and certainly in an unsafe condition. Immediate repairs were necessary.

Shortly before my arrival in May, a new John Deere beach vehicle was purchased. Although new, the vehicle 4x4 would not engage and showed signs of rust.

On an operational front, Lt. Pugliese created a plan, known as the Watercraft and Vessel Enforcement Service (WAVES) program. WAVES is an all-inclusive program which ties the beach vehicle and the boat into an operational plan to address the safety concerns on both the Atlantic Ocean and Intracoastal Waterway. This program requires a working vessel and a working beach vehicle. Funds were secured through our federal forfeiture fund and our vessel was repaired (lights siren, GPS, radio, etc). The beach vehicle needed minor repairs that were covered under warranty..

Lieutenant Pugliese took the beach vehicle, merged it with the marine unit and worked with Major O'Neill and all of the Sergeants to bring the assets into working order. In addition, the Lieutenant directly oversaw that:

- the buoys were being checked,
- new daily logs were created and that these marine logs were being filled out properly,
- the boat equipment was updated, (GPS, lights, siren)
- the beach vehicle was serviced,
- the boat lift was repaired
- radios were installed and operating properly
- VHF radio replaced
- the engines were running smoothly,
- we managed vessel repair pick up and drop offs,
- the scheduling of employees,
- we filled out the Enhanced Marine Law Enforcement Grant quarterly reports,
- we hired, outfitted, and trained a new part time Marine Officer,

With these improvements we observed more than a **400% increase** in Marine Unit patrol hours.

Patrol

Prior to my arrival the town approved the purchase of two new marked police vehicles to replace older vehicles in the fleet. These marked vehicles were in decay (i.e. holes in floorboards, high mileage and increased cost repairs). The new vehicles arrived and were outfitted with new computers and decals. We initiated and mandated an inventory inspection protocol for each shift. All vehicles are now identical when it comes to equipment set up and gear.

New body cameras and in-car cameras have been purchased and implemented. Working together, Lieutenant Pugliese along with Major O'Neill carried out this function.

Many hours were spent on policy creation, purchasing and utilization of forfeiture funds, set up and installation, employee training and oversight. The AXON system is recognized to be the best in the industry. There was no expense to the town as forfeiture funds were utilized.

New handheld Motorola radios were purchased. Major Robert O'Neill took this project over and met with Motorola and county representatives. Major O'Neill also spoke with a contact who repairs radios, this individual, with no cost to the town, reviewed our repeaters and made minor programming adjustments. As our radio needs were changing, so was the County system. The rollover for the P25 system was occurring at the same time we were implementing our new radios. New radio templates were created. Coordination with the County and Motorola representatives occurred and still are ongoing. Major O'Neill's coordination efforts internally and externally led to a smooth incorporation of the radios. Forfeiture funds were used to purchase all equipment.

Investigations

The Investigation unit led by Major O'Neill and two lead investigators is focused on case follow up, property and evidence. Major O'Neill is actively training both new investigators. They are learning procedures, chain of custody and chain of command within this unit.

We are an accredited agency. We have six types of inspections in the evidence room annually (Unannounced Audits, Inspections, and Inventories). All reviews must be documented and a third-party individual of my choosing has to be present. This is completed for both property AND evidence at different times, with meticulous attention to detail.

When a new Chief arrives, it is an accreditation standard and more importantly an ethical process, that a full inventory of the property and evidence vault is conducted and completed. This process normally takes weeks and was completed. All audits, inspections and inventories were correct and verified by two parties.

Follow-up investigations were critiqued next. What we noticed was that cases were going into a pending phase for a long period of time. Although new evidence was not presented, in most cases, individuals still needed to know what was going on and what was happening with their case. Residents needed an added level of service here. With COVID, the "personal contact" needed, presented many new complications. As a seasoned veteran, Major Rob O'Neill took both Lead Investigators under his wing and mentored them through these follow-up cases. By explaining the process, organizing the flow of follow-ups, creating consistency, and involving both Investigators in Detective/Investigator training, we are running more efficiently with Investigations. Additional training will be required and the appropriate requests are forthcoming.

As of today, both investigators are handling cases where a follow up is needed. They work them on top of their additional road patrol duties. Cases are being filed that would not necessarily have been if it were not for this additional follow through capability. We

have cleared an additional 30 cases. Investigators for this agency will attend continual training to make sure they are up to date with all new laws, procedures, FIBRS/NIBRS and UCR reporting.

Communications

Communications is one of, if not the most important area of our Police Department. Fundamentally it is the link between our residents and our police department. Communications is the face they see when they walk in and the voice they hear on the phone. After speaking with the Commission and town residents, some were concerned about the tone of the police agency. Some people answering the phone were most professional and friendly, some not as much. After reviewing this area and speaking with our Communication staff, I observed some immediate concerns. Reports were not being categorized with the same level of consistency, our equipment is obsolete, the cleanliness and organization was not up to Lieutenant Pugliese's standards. Lieutenant Pugliese took it upon himself to create a more organized Communications unit. Lieutenant Pugliese immediately called a meeting with the Communication personnel. They requested a few pieces of equipment and complained of a lack of communication with Command Staff. The meeting was a success as Lieutenant Pugliese and the communication team, set up an email group. He and I regularly spot check this email group ensuring the Communication team is communicating between each other and the Lieutenant is ensuring their requests are being heard. Minor equipment like keyboards and a radio microphone were requested and purchased. A full-scale audit of reports was completed, and procedures set in place for records, subpoenas, mail, scheduling and public records requests processing.

Communication has begun utilizing equipment and software to organize the agency. Office 365 along with Google G-Suites, is being utilized daily and new up to date features are being applied. Communications, under Lieutenant Pugliese, continues to update and modify changes throughout the agency.

After many weeks of observation in Communications, I feel strongly that we need a supervisor in this area. Over the last many months, we have been involved in some serious situations and most if not all the issues dealt with call taking, transferring calls, not attending county meetings, website inadequacies, social media platforms not being utilized properly, records, record scheduling and reporting. The supervisor will be responsible for this and oversee the following in a proactive manner:

- TAC/FAC (Terminal Agency Coordinator). This is the manager of the FCIC/NCIC system we currently utilize and a requirement of the Criminal Justice Information Services (CJIS).
- CJIS Security and Audits
- Daily call taking and review
- Department of Health Training
- LPR License Plate Reader updates
- JACS (Juvenile) Court Scheduling

- Attorney Court Scheduling
- NIXLE
- Trespass Program
- Resident List Update
- Supplies
- Records Management
- Record Requests
- In-House Facility Cleanliness
- Attend Regular Radio/Communication Meetings
- Social Media/Web Site
- Communication Equipment Updates
- Work directly with the Town Clerk for special Town projects.

Other additional recent accomplishments:

- Policy changes and updates- ongoing and continuous.
- Additional Use of Force Reviews (sensitivity and deescalation) and Updates. Attended online seminars and meetings to discuss new training, new procedures, and new protocols.
- COVID responses Town wide. New hand soap dispensers, new hand sanitizer stations, masks, policies on how we handle calls, safety precautions for how we respond to calls, the community and how we are helping them.
- A Presidential Visit. Not an easy task as we could have “punted” this to the Sheriff’s Office, we did not. We were able to successfully organize Federal State and Local law enforcement, media relations with the White House, press and local news outlets. In doing this, we brought the President of the United States in and out of Hillsboro Beach safely.
- Successful arrests in human trafficking cases with two recent migration landings.
- Major O’Neill mentored and developed two LE certified trainers to teach a multitude of topics including our high liability areas.
- Updated Monthly Training. Training is normally face to face or in classroom setting. Standards needed to be changed on how we do out training. How are we conducting use of force hand on hand training, range training, CPR training, etc. The industry standard changed, and we needed to as well. Training is led by Major O’Neill. Training for 2021 now includes:
 - ✓ Less lethal/High Liability and Firearm (decision and de-escalation emphasis)
 - ✓ Mental Health Issues (Trained Mental Health Social Workers)
 - ✓ FDLE mandatory courses
 - ✓ Blood borne and COVID/FLU procedures
 - ✓ Unusual Occurrences (Hurricanes/Barricaded Subjects, Human Trafficking and Migrant Landings)
 - ✓ Sovereign Citizens

- ✓ DHSMV/Fentanyl Safety
- ✓ Autism/Autism Spectrum Disorder
- ✓ CPR/First Aid refresher/NARCAN
- ✓ Report Writing/Evidence
- ✓ MVR Body Cam (Eyewitness Identification)
- ✓ Communication Training
- ✓ Firearms Training Review
- ✓ Drug Trends for LE Awareness

After the recent review, I request that we start looking into the following:

Phone System

We need to upgrade our phone system. We are currently working at providing the town a review of the major carriers and what they provide. Our phone system is inadequate with the current technology out there. Forfeiture funds could be used for this. We have begun the process and taken the opportunity to review different phones and services.



TAB 8-B

STAFF UPDATES

Building Dept

Presented by Steve Mitchell, Building Official, CG&A



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: February 12, 2021

SUBJECT: January 2021 Building Department Report

As expected, January finished with a substantial amount of activity in the Building Department. Property owners are anxious to complete ongoing jobs and contractors are actively initiating new projects.

There is currently permitting or pre-permitting activity on nearly every vacant homesite or vacant single-family home in the Town of Hillsboro Beach. Based on current permit applications and site plan submittals we are anticipating as many as 8-10 new single-family homes or complete interior renovations to commence this year.

New permits for condo unit renovations remain slow, reportedly due to the limited number of part-time residents that traveled south this year. Most of the condo concrete restoration and common area improvements projects are complete or nearly complete, and our sole commercial project, the newly named *Hillsboro Beach Resort* (formerly Seabonay) is on-track for a Spring 2021 opening.

Process improvements, staff training, and continuing education programs are all progressing as planned.

Respectfully Submitted,

Steven Mitchell

Building Official | Chief Electrical Inspector
Building Code Services | Town of Hillsboro Beach

Calvin, Giordano & Associates, Inc.

1210 Hillsboro Mile | Hillsboro Beach FL 33062

Office: 954.427.4011 | Fax: 954.427.4834 | Cell: 954.592.5057

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

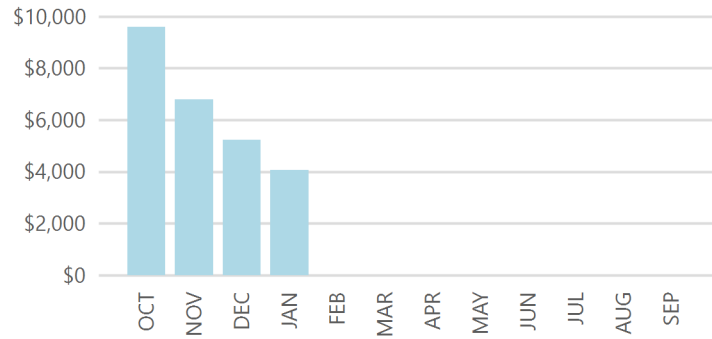


**The Town of Hillsboro Beach
Building Department
Summary Report**

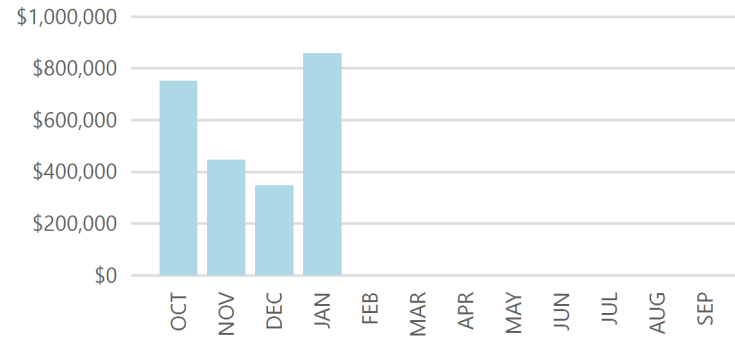
**Start Date: 1/1/2021
End Date: 2/1/2021**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD
Construction Value	\$750,861	\$445,307	\$347,211	\$858,794	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,402,173
Building Permit Fees	\$30,365	\$16,721	\$27,927	\$23,155	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$98,168
Fire & Zoning Fees	\$5,038	\$4,275	\$1,050	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,963
Total Revenue	\$35,403	\$20,996	\$28,977	\$23,755	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$109,130
CGA Expense	\$25,811	\$14,212	\$23,738	\$19,681	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$83,443
Town Revenue	\$9,592	\$6,783	\$5,239	\$4,073	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,688

Net Revenue



Construction Value





**The Town of Hillsboro Beach
Building Department
Finance Report**

**Start Date: 1/1/2021
End Date: 2/1/2021**

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	\$23,154.61	\$3,473.19	\$300.00	\$300.00	\$100.00	\$19,681.42	\$412.76	\$320.59	\$228.54
YTD	\$98,167.66	\$14,725.15	\$6,200.00	\$4,762.50	\$1,675.00	83,442.51	\$1,403.76	\$1,085.40	\$796.60



**The Town of Hillsboro Beach
Building Department
Permit Report**

**Start Date: 1/1/2021
End Date: 2/1/2021**

Permit Type	# Issued	Building Permit Fees
COMMERCIAL BACKFLOW	1	125.00
COMMERCIAL ELECTRICAL MISCELLANEOUS	1	217.30
COMMERCIAL MECHANICAL MISCELLANEOUS	1	508.00
COMMERCIAL RE-ROOF	1	709.90
COMMERCIAL WINDOWS/DOORS	1	14,120.84
RESIDENTIAL A/C CHANGE OUT	8	1,011.42
RESIDENTIAL ALTERATION	5	2,033.55
RESIDENTIAL DOCK	1	2.00
RESIDENTIAL ELECTRICAL MISCELLANEOUS	1	125.00
RESIDENTIAL IRRIGATION SYSTEM/SPRINKLERS	1	95.00
RESIDENTIAL PLUMBING MISCELLANEOUS	1	220.00
RESIDENTIAL RE-ROOF	3	1,469.22
RESIDENTIAL SERVICE CHANGE/REPAIR	1	125.00
RESIDENTIAL WINDOWS/DOORS/SHUTTERS	10	2,392.38
	36	\$23,154.61



**The Town of Hillsboro Beach
Building Department
Issued Permits Report**

**Start Date: 1/1/2021
End Date: 2/1/2021**

Folio #	Permit #	Date Issued	Job Address	Job Sub Division	Construction Value
RESIDENTIAL ALTERATION	484308CA0120	2114633-0	1/4/2021 1155 HILLSBORO MILE (UNIT 205)	HILLSBORO OCEAN CLUB	\$113,000.00
	484308BD0660	2114646-0	1/13/2021 1150 HILLSBORO MILE (UNIT 606)	OPAL TOWERS WEST	\$7,577.00
	484317NY0010	2114648-0	1/20/2021 1039 HILLSBORO MILE (UNIT 1)	HILLSBORO MILE OCEAN APTS	\$15,200.00
	Grand Total				\$135,777.00



**The Town of Hillsboro Beach
Building Department
Activity Report**

**Start Date: 1/1/2021
End Date: 2/1/2021**

Discipline	Total # of Inspections	Plan Review	Permits Applied
Building	49	23	11
Electrical	16	16	3
Plumbing	23	11	2
Mechanical	0	15	8
Fire	4	2	1
Zoning	0	7	3
Totals	92	74	39



**The Town of Hillsboro Beach
Building Department
Plan Review Times Report**

**Start Date: 1/1/2021
End Date: 2/1/2021**

	Number of Reviews	Average Days In Review	Most Days In Review
Completed Reviews	76	4.11	25.15



TAB 8-C

STAFF UPDATES

Finance Department

Presented by Stephen Bloom, Inframark



TOWN OF HILLSBORO BEACH



FINANCIAL REPORT JANUARY 31, 2021

Meeting Date: March 2, 2021

1

GENERAL FUND

Overview

- ▶ Surplus of \$2.26 million through January. (Total funding over/under Expenditures)

Revenue / Other Sources

- ▶ Total funding for January was at 83% of the annual budget (excluding use of fund balance).
- ▶ Revenue from property tax collections were 86% through January.

Description	Budget	Actual	% of Budget
Property Taxes	\$ 4,884,842	\$ 4,199,891	86.0%
Other Local Taxes	260,000	96,374	37.1%
Intergovernmental Revenues	151,536	131,560	86.8%
Fines & Forfeitures	2,550	864	33.9%
Miscellaneous Revenues	53,000	43,343	81.8%
Interest Income	33,000	20,475	62.0%
Transfer In	50,000	16,667	33.3%
Total Funding	\$ 5,434,928	\$ 4,509,174	83.0%



2

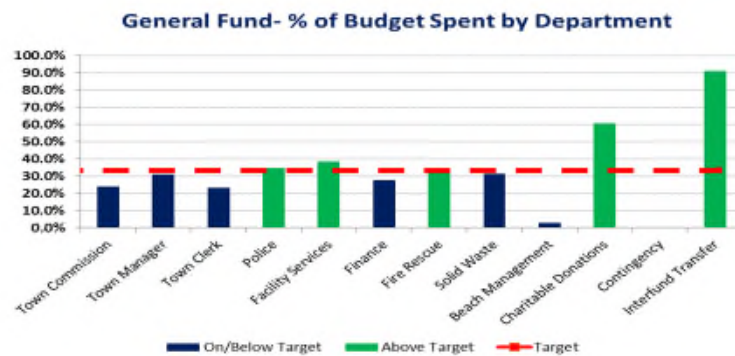
January 2021 Financial Report

2

GENERAL FUND

Expenditures

- ▶ Total expenditures for January were 35% of the annual budget or \$2.25 million.



3

January 2021 Financial Report

3

SPECIAL REVENUE FUNDS

Fund Highlights

- Community Bus Fund – Surplus of \$9.6 thousand due to County Transportation Grant.
 - Revenue collected is 27.6% of annual budget or \$32.5 thousand.
 - Expenses are 19.5% of annual budget or \$22.9 thousand.
 - Marine Law Enforcement Fund – 52.6% of annual budget or \$16 thousand.
 - Building Permits Fund – Surplus of \$9.7 thousand.
 - Revenue collected is 41.7% of the annual budget or \$104.2 thousand.
 - Expenses are 37.8% of annual budget or \$94.6 thousand.
 - P&Z, Code Compliance Fund – 21% of annual budget or \$10.5 thousand.
- ▶ Federal Forfeitures / Asset Sharing Fund- Balance for January is \$103 thousand (includes interest income).



4

January 2021 Financial Report

4

OTHER FUNDS

Debt Service Fund – FEMA Bridge Loan

- ▶ FEMA Grant funding through January was \$421 thousand.
- ▶ The FEMA Bridge Loan was paid off on October 1, 2020.

Capital Projects Fund – (General Fund Improvements)

- ▶ The capital expenditures for January were \$110 thousand or 50.6% of the annual budget.



5

January 2021 Financial Report

5

WATER FUND

Overview

- ▶ Overall, the water fund had a surplus of \$49.8 thousand.
- ▶ Operations had a surplus of \$2.7 thousand.
- ▶ Debt Service payments of \$203.7 thousand were made in November for the Water Main Project.

Revenue/Other Sources

- ▶ Total revenue – 29% of the annual budget.
- ▶ Total water service revenue – 30.5% of the annual budget.
- ▶ The water usage billings through January were down by 17% compared to last year at this time.



6

January 2021 Financial Report

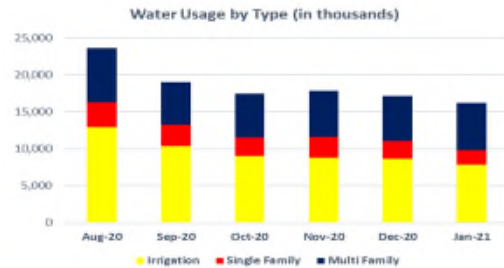
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WATER FUND

Water Usage Comparison

- ▶ The chart below on the left shows the usage for January by service type, comparing prior year January 2019 and last month usage.
- ▶ The total gallons used compared to last month decreased by 966 thousand gallons or 5.6%.
- ▶ The chart below to the right compares the water usage by service type for the last 6 months.

Service Type	(Prior Yr)			Month-to-Month Change	
	Jan-'20	Dec-'20	Jan-'21	Change in Usage	% Change
Irrigation	9,250	8,617	7,826	-791	-9.2%
Single Family	2,773	2,411	1,960	-451	-18.7%
Multi Family	8,165	6,116	6,392	276	4.5%
Total	20,188	17,144	16,178	-966	-5.6%



7

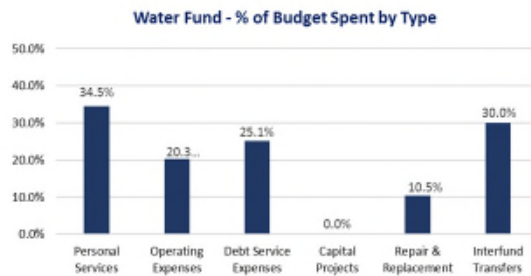
January 2021 Financial Report

7

WATER FUND

Expenses

- ▶ Total expenses through January were at 21.2% of the annual budget.
- Debt Service Expenses:
 - Loan payment for Water Main project will be paid on May 15, 2021.
 - Loan payment for Water Plant project will be paid on March 15, 2021.
- Capital Purchases:
 - No activity as of January 31, 2021.



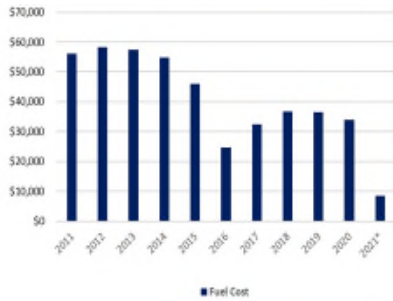
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January 2021 Financial Report

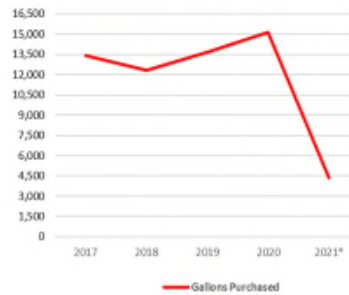
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FUEL COSTS ANALYSIS

Fuel Cost by Fiscal Year



Gallons Purchased by Fiscal Year



Fiscal Year	Fuel Cost	Gallons Purchased	Avg Price / Gallon
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	15,133	\$2.24
2021*	\$8,470	4,332	\$1.96

* FY2021 totals thru January 31, 2021



9

January 2021 Financial Report

9

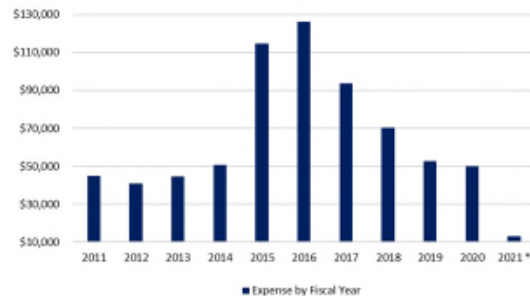
WORKERS' COMPENSATION INSURANCE – PREMIUM COST

Expense by Fiscal Year & Department

Fiscal Year	Admin	Police	Water	Total
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
2021 *	\$ 495	\$ 9,930	\$ 2,619	\$ 13,043
TOTAL	\$ 31,257	\$ 504,597	\$ 165,901	\$ 701,754

*FY2021 Totals thru January 31, 2021

Total Expenses by Fiscal Year



10

January 2021 Financial Report

10

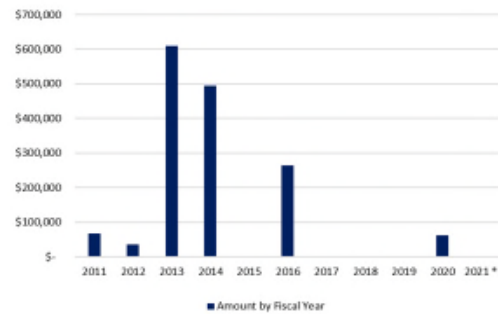
WORKERS' COMPENSATION INSURANCE - ANALYSIS OF CLAIMS

Amount & Status of Claims by Fiscal Year

Fiscal Year	Amount by Fiscal Year	Claim Status
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	\$ 61,801	Open Claims
2021	\$ -	Closed

* Open Claim amounts thru 12/31/2020 - Updates are Quarterly

Total Claims by Fiscal Year



11

January 2021 Financial Report

11

CARES ACT FUNDING AGREEMENT WITH BROWARD COUNTY

Cares Act Funding Overview

- ▶ Total CARES ACT funds awarded was \$229,791.77
- ▶ CARES ACT reimbursement payment of \$73,305.77 was received January 14, 2021. This is for expenses during March 1 thru December 10, 2020.
- ▶ Remaining Balance of award is \$85,700.85.
- ▶ Total funding for projects non applicable to the Town was \$71,785.15 and has been designated back to the County.

Project Award Type	Use of Funds	Amount Awarded	Amount Designated Back to County	Payment Received	Balance Remaining
Non - Entitlement Cities	Non Applicable for the Town	\$ 11,785.93	\$ 11,785.93	\$ -	\$ -
Residential Assistance	Non Applicable for the Town	\$ 48,982.04	\$ 48,982.04	\$ -	\$ -
Facilitate Compliance	Facilitate teleworking efforts: laptops, software, firewalls, VPN licenses, associated hardware, virtual Commission meetings	\$ 13,485.98		\$ 8,605.80	\$ 4,880.18
Public Safety Payroll	Police: Payroll costs for Covid-related activities	\$ 77,462.99		\$ 33,092.25	\$ 44,370.74
PPE Expenses	Safety glasses/goggles, face shields, face masks, partitions/physical barriers, gloves, hand sanitizer, temperature scanners, HEPA filter fans	\$ 24,971.97		\$ 20,320.92	\$ 4,651.05
Cleaning/Disinfecting	All purpose cleaners, disinfectants, paper/hand towels, wipes, contracted cleaning services, electrostatic cleaning services/products, necessary signage	\$ 20,758.33		\$ 10,286.80	\$ 10,471.53
Public Info	Public information/awareness campaign (developed by collaboration of County and municipal PIOs and EMS)	\$ 21,327.35			\$ 21,327.35
Small Business	Non Applicable for the Town	\$ 11,017.18	\$ 11,017.18	\$ -	\$ -
		\$ 229,791.77	\$ 71,785.15	\$ 72,305.77	\$ 85,700.85



12

January 2021 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: February 19, 2021
SUBJECT: January Financial Report

Please find included in this agenda item the January 2021 financial report. At this point in the fiscal year (through January), the revenues and expenditures should be at approximately 33.33% of the adopted budget. To further assist with your review, an overview of each of the Town's funds is provided below.

General Fund

- Total funding through January was at 70.3% of the annual budget.
 - Ad valorem taxes are 86.3% collected through January.
- Total expenditures through January were at 35% of the annual budget.

Special Revenue Funds

Community Bus

- Total funding through January were at 27.6% of the annual budget.
- Total expenditures through January were at 19.5% of the annual budget.

Marine Law Enforcement Grant

- Total funding and expenditures through January were at 52.6% of the annual budget.

Building Permits

- Total funding through January were at 41.7% of the annual budget.
- Total expenditures through January were at 37.8% of the annual budget.

P&Z and Code Compliance

- Total funding and expenditures through January were at 21% of the annual budget.

Federal Forfeitures / Asset Sharing

- Total funds available through January - \$103,199.

Debt Service Fund – (FEMA Bridge Loan)

- FEMA funds were received in September. The Bridge Loan was paid in full October 1, 2020.

Capital Projects Fund – (General Fund Improvements)

- Total funding and expenditures through January were at 50.6% of the annual budget.

MEMORANDUM

Town of Hillsboro Beach

Subject: January Financial Report

Page 2

Water Fund – (Operations)

- Total funding through January was at 29.2% of the annual budget. The water usage billings through January (YTD) were down by 17% compared to last year at the same time. For the month of January, the total gallons used was down by 5.6% or 966 thousand gallons compared to last month. The chart below compares the usage for January by category (Single Family, Multi Family, Irrigation) with last month and with the prior year - January 2019. The Change in usage and % change compare current month with prior month.

Usage Comparison in thousands)

Service Type	(Prior Yr)			Month-to-Month Change	
	Jan-20	Dec-20	Jan-21	Change in Usage	% Change
Irrigation	9,250	8,617	7,826	-791	-9.2%
Single Family	2,773	2,411	1,960	-451	-18.7%
Multi Family	8,165	6,116	6,392	276	4.5%
Total	20,188	17,144	16,178	-966	-5.6%

- Total expenses through January were at 29% of the annual budget.

Debt Service – (State Revolving Loans)

- Total funding through January was 30.9% of the annual budget.
- The next loan payment for the water plant will be on March 15, 2021.
- The loan payment for the water main project was paid on time November 15, 2020.

Capital Projects Fund – (Water Fund Improvements)

- Total funding and expenditures through January were 1% of the annual budget.

Town of Hillsboro Beach

Financial Report

January 31, 2021

Prepared by



Town of Hillsboro Beach

Table of Contents

FINANCIAL STATEMENTS

<u>Balance Sheet</u>	Page 1-2
<u>General Fund</u>	
Summary of Fund	Page 3
Revenues	Page 4-5
Expenditures by Department	
Town Commission	Page 6
Town Manager	Page 7
Town Clerk	Page 8
Police	Page 9-10
Facility Services	Page 11
All Other Departments	
Finance	Page 12
Fire Rescue	Page 12
Solid Waste	Page 12
Beach Management	Page 12
Charitable Donations	Page 12
Contingency	Page 12
Interfund Transfers - Out	Page 13
Notes to the Financial Statements - General Fund	Page 14
<u>Special Revenue Funds</u>	
Community Bus	Page 15
Marine Law Enforcement Grant	Page 16
Building Permits	Page 17
P&Z, Code Compliance	Page 18
Federal Forfeitures / Asset Sharing	Page 19
<u>Debt Service Fund - FEMA Bridge Loan</u>	
Statement of Revenues, Expenses and Changes in Fund Balances	Page 20
<u>Capital Projects Fund - General Fund Improvements</u>	
Statement of Revenues, Expenses and Changes in Fund Balances	Page 21
<u>Water Fund</u>	
Summary of Fund	Page 22
Statement of Revenues, Expenses and Changes in Net Assets	Page 23-24
Notes to the Financial Statements - Water Fund	Page 25
<u>Debt Service Fund - Water Loans</u>	
Statement of Revenues, Expenses and Changes in Net Assets	Page 26
<u>Capital Projects Fund - Water Fund Improvements</u>	
Statement of Revenues, Expenses and Changes in Net Assets	Page 27

SUPPORTING SCHEDULES

Cash and Investment Balances	Page 28
Investment Portfolio	Page 29
Town of Hillsboro Ridership Summary	Page 30

Town of Hillsboro Beach

Financial Statements

(Unaudited)

January 31, 2021



Balance Sheet
January 31, 2021

ACCOUNT DESCRIPTION	GENERAL FUNDS	SPECIAL REVENUE FUNDS	CAPITAL PROJECT FUNDS	WATER FUNDS	TOTAL
<u>ASSETS</u>					
Current Assets					
Equity in Pooled Cash	\$ 5,447,594	\$ 71,185	\$ 29,208	\$ 2,666,337	\$ 8,214,324
Accounts Receivable	91,677	16,157	-	207,179	315,013
Allow -Doubtful Accounts	(26,072)	-	-	(32,305)	(58,377)
Due From Other Gov'tl Units	33,765	41,191	-	500	75,456
Deferred Outflow of Resources	-	-	-	84,510	84,510
Fuel	5,165	-	-	-	5,165
Money Market Account	-	103,199	-	-	103,199
Prepaid Items	211,178	-	-	1,943	213,121
Total Current Assets	5,763,307	231,732	29,208	2,928,164	8,952,411
Noncurrent Assets					
Fixed Assets					
Buildings	-	-	-	2,037,360	2,037,360
Accum Depr - Buildings	-	-	-	(727,873)	(727,873)
Distribution System	-	-	-	11,713,307	11,713,307
Plant Improvements	-	-	-	608,583	608,583
Infrastructure	-	-	-	102,068	102,068
Accum Depr - Infrastructure	-	-	-	(2,112,528)	(2,112,528)
Equipment	-	-	-	140,393	140,393
Meters	-	-	-	406,036	406,036
Vehicles	-	-	-	80,905	80,905
Accum Depr - Equip/Furniture	-	-	-	(518,478)	(518,478)
Total Noncurrent Assets	-	-	-	11,729,773	11,729,773
TOTAL ASSETS	\$ 5,763,307	\$ 231,732	\$ 29,208	\$ 14,657,937	\$ 20,682,184

LIABILITIES

Current Liabilities

Accounts Payable	\$ 266,271	\$ 30,937	\$ 10,954	\$ 6,503	\$ 314,665
Accrued Expenses	47,109	45,384	18,254	4,332	115,079
DBPR/DCA/BRA Surcharges	-	2,287	-	-	2,287
Accounts Payable - Other	100	-	-	-	100
Notes/Loans Payable - Current	-	-	-	641,377	641,377
Compensated Absences-Current	23,825	-	-	-	23,825
Accrued Interest Payable	-	-	-	28,741	28,741
Accrued Wages Payable	80,510	-	-	13,166	93,676
Accrued Taxes Payable	6,128	-	-	990	7,118
Payroll Deduction - Misc.	5,666	-	-	1,887	7,553
Deferred Compensation-ICMA 457	2,373	-	-	425	2,798
AFLAC	516	-	-	379	895



Balance Sheet
January 31, 2021

ACCOUNT DESCRIPTION	GENERAL FUNDS	SPECIAL REVENUE FUNDS	CAPITAL PROJECT FUNDS	WATER FUNDS	TOTAL
ICMA-Retirement Health Savings	2,619	-	-	-	2,619
Flexible Spending Account	2,295	-	-	89	2,384
Deposits	8,125	-	-	-	8,125
Total Current Liabilities	445,537	78,608	29,208	697,889	1,251,242
Long-Term Liabilities					
Note/Loan Payable - LT (Water Plant)	-	-	-	3,062,509	3,062,509
Note/Loan Payable - LT (Water Main)	-	-	-	5,504,469	5,504,469
Compensated Absences-Long-Term	-	-	-	81,592	81,592
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	-	-	-	8,987,949	8,987,949
TOTAL LIABILITIES	445,537	78,608	29,208	9,685,838	10,239,191

FUND BALANCES / NET ASSETS

Fund Balances

Nonspendable:

Prepaid Items	211,178	-	-	-	211,178
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Restricted for:

Special Revenue	-	153,124	-	-	153,124
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Assigned to:

Reserves - Beach Assessment	8,207	-	-	-	8,207
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Unassigned:

	5,098,385	-	-	-	5,098,385
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Net Assets

Invested in capital assets, net of related debt	-	-	-	2,521,416	2,521,416
Unrestricted/Unreserved	-	-	-	2,450,683	2,450,683

TOTAL FUND BALANCES / NET ASSETS	\$ 5,317,770	\$ 153,124	\$ -	\$ 4,972,099	\$10,442,993
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TOTAL LIABILITIES & FUND BALANCES / NET ASSETS	\$ 5,763,307	\$ 231,732	\$ 29,208	\$14,657,937	\$20,682,184
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**Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund**

For the Period Ending January 31, 2021

(33.33% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jan-20	Variance Fav (unfav)
FUNDING						
Revenues						
Property Taxes	\$ 4,884,842	\$ 4,199,891	\$ 684,951	86.0%	\$ 4,050,677	\$ 149,214
Other Local Taxes	260,000	96,374	163,626	37.1%	95,459	916
Intergovernmental Revenues	151,536	131,560	19,976	86.8%	57,562	73,999
Fines & Forfeitures	2,550	864	1,686	33.9%	962	(98)
Miscellaneous Revenues	53,000	43,343	9,657	81.8%	17,885	25,457
Interest Income	33,000	20,475	12,525	62.0%	37,558	(17,083)
Total Revenues	5,384,928	4,492,507	892,421	83.4%	4,260,102	232,405
Other Sources						
Transfer In	50,000	16,667	33,333	33.3%	19,095	(2,428)
Use / (Add't) Fund Balance	981,013	-	-	0.0%	-	-
Total Other Sources	1,031,013	16,667	33,333	1.6%	19,095	(2,428)
TOTAL FUNDING	6,415,941	4,509,173	925,755	70.3%	4,279,197	229,977
EXPENDITURES						
Town Commission	46,603	11,090	35,513	23.8%	10,852	(239)
Town Manager	319,821	99,226	220,595	31.0%	99,271	45
Town Clerk	258,583	59,530	199,053	23.0%	66,246	6,715
Police	2,952,458	1,028,519	1,923,939	34.8%	981,269	(47,250)
Facility Services	217,518	83,595	133,923	38.4%	74,954	(8,641)
Finance	117,480	32,398	85,082	27.6%	31,866	(532)
Fire Rescue	833,021	277,674	555,348	33.3%	273,086	(4,588)
Solid Waste	334,682	104,772	229,910	31.3%	89,405	(15,367)
Beaches	587,000	15,871	571,129	2.7%	121,583	105,712
Charitable Donations	6,344	3,844	2,500	60.6%	-	(3,844)
Contingency	157,479	-	157,479	0.0%	-	-
TOTAL EXPENSES	5,830,989	1,716,519	\$ 4,114,470	29.4%	1,748,529	32,010
Interfund Transfer - Out	584,952	531,238	53,714	90.8%	24,781	(506,457)
TOTAL EXPENDITURES	6,415,941	2,247,757	\$ 4,168,184	35.0%	1,773,310	(474,447)
Total Funding over (under)						
Expenditures	\$ -	2,261,417			\$ 2,505,886	\$ (244,470)
Fund Balance - Beginning		3,056,355				
Fund Balance - Ending		\$ 5,317,771				



General Fund - Revenue
For the Period Ending January 31, 2021

(33.33% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jan-20	Variance Fav (unfav)
FUNDING						
Revenues						
Property Tax						
Ad Valorem Taxes	\$ 5,066,779	\$ 4,372,640	\$ 694,139	86.3%	\$ 4,209,499	\$ 163,140
Ad Valorem Taxes - Prior Years	3,000	-	3,000	0.0%	7,874	(7,874)
Ad Valorem Taxes - Discounts	(184,937)	(172,749)	(12,188)	93.4%	(166,696)	(6,052)
Total - Property Tax	4,884,842	4,199,891	684,951	86.0%	4,050,677	149,214
Other Local Taxes						
FPL Franchise	230,000	83,614	146,386	36.4%	82,418	1,196
Local Communications Tax	30,000	12,760	17,240	42.5%	13,040	(280)
Total - Other Local Taxes	260,000	96,374	163,626	37.1%	95,459	916
Intergovernmental Revenues						
Occupational Licenses	1,900	208	1,692	10.9%	249	(41)
FDLE - JAG grant	-	2,170	(2,170)	n/a	537	1,633
State Revenue Sharing	24,000	13,826	10,174	57.6%	15,134	(1,308)
Alcoholic Beverage License	636	-	636	0.0%	-	-
Half-Cent Sales Tax	125,000	40,250	84,750	32.2%	41,642	(1,391)
Interlocal Agreement	-	75,106	(75,106)	n/a	-	75,106
Total - Intergov. Revenues	151,536	131,560	19,976	86.8%	57,562	73,999
Fines & Forfeitures						
Judgments and Fines	2,500	814	1,686	32.6%	962	(148)
Other Fines and/or Forfeits	50	50	-	100.0%	-	50
Total - Fines & Forfeitures	2,550	864	1,686	33.9%	962	(98)
Miscellaneous Revenue						
Miscellaneous	3,000	1,095	1,905	36.5%	949	146
Police Reimbursement	35,000	12,847	22,153	36.7%	12,536	311
Lien Search Fee	15,000	7,000	8,000	46.7%	4,400	2,600
Insurance Reimbursement	-	22,401	(22,401)	n/a	-	22,401
Total - Misc. Revenue	53,000	43,343	9,657	81.8%	17,885	25,457
Interest Income						
Interest - Investments	65,000	15,933	49,067	24.5%	30,138	(14,205)
Interest - Tax Collector	3,000	55	2,945	1.8%	2,358	(2,304)
Net Incr (Decr) In FMV-Invest	(35,000)	4,487	(39,487)	-12.8%	5,061	(574)
Total - Interest Income	33,000	20,475	12,525	62.0%	37,558	(17,083)
Total Revenue	5,384,928	4,492,507	892,421	83.4%	4,260,102	232,405



General Fund - Revenue
For the Period Ending January 31, 2021

(33.33% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jan-20	Variance Fav (unfav)
Transfer In						
Water Fund	50,000	16,667	33,333	33.3%	16,667	-
Special Rev. - Permits, P&Z	-	-	-	n/a	2,428	(2,428)
Total - Transfer In	50,000	16,667	33,333	33.3%	19,095	(2,428)
Use / (Add't) Fund Balance	981,013	-	981,013	0.0%	-	-
TOTAL FUNDING	6,415,941	4,509,173	1,906,768	70.3%	4,279,197	229,977



General Fund - Town Commission

For the Period Ending January 31, 2021

(33.33% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jan-20	Variance Fav (unfav)
Personal Services						
Mayor/Commission Stipend	\$ 28,800	\$ 9,600	\$ 19,200	33.3%	\$ 9,600	\$ -
FICA	2,203	734	1,469	33.3%	734	-
Total Personal Services	31,003	10,334	20,669	33.3%	10,334	-
Operating Expenses						
Election Fees	3,600	406	3,194	11.3%	-	(406)
Annual Conf. - League of Cities	2,500	-	2,500	0.0%	-	-
Conferences/Seminars	6,000	-	6,000	0.0%	-	-
Mayor/Commission Expense	3,500	350	3,150	10.0%	517	167
Total Operating Expenses	15,600	756	14,844	4.8%	517	(239)
TOTAL COMMISSION	\$ 46,603	\$ 11,090	\$ 35,513	23.8%	\$ 10,852	\$ (239)



General Fund - Town Manager
For the Period Ending January 31, 2021

(33.33% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jan-20	Variance Fav (unfav)
Personal Services						
Salaries	\$ 139,514	\$ 46,757	\$ 92,757	33.5%	\$ 46,233	\$ (525)
Payroll - Vacation	11,856	2,683	9,173	22.6%	-	(2,683)
Car Allowance	6,500	2,000	4,500	30.8%	2,000	-
FICA	12,077	3,627	8,450	30.0%	3,426	(200)
Florida Retirement System	41,309	12,446	28,863	30.1%	11,597	(850)
Health and Life Insurance	18,252	8,598	9,654	47.1%	6,761	(1,838)
Workers' Comp Insurance	213	50	163	23.5%	66	16
Unemployment Compensation	500	-	500	0.0%	-	-
Total Personal Services	230,221	76,162	154,059	33.1%	70,082	(6,080)
Operating Expenses						
Town Attorney	75,000	20,704	54,296	27.6%	27,832	7,128
Prof. Services - IT Services	9,100	1,388	7,713	15.2%	1,200	(188)
Miscellaneous	1,000	973	27	97.3%	150	(823)
Computer Expense / Supplies	1,000	-	1,000	0.0%	-	-
Training Expenses	3,500	-	3,500	0.0%	7	7
Total Operating Expenses	89,600	23,064	66,536	25.7%	29,189	6,124
TOTAL TOWN MANAGER	\$ 319,821	\$ 99,226	\$ 220,595	31.0%	\$ 99,271	\$ 45



General Fund - Town Clerk
For the Period Ending January 31, 2021

(33.33% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jan-20	Variance Fav (unfav)
Personal Services						
Salaries	\$ 117,426	\$ 26,927	\$ 90,499	22.9%	\$ 25,025	\$ (1,902)
Payroll - Vacation	2,301	-	2,301	0.0%	920	920
Employee Award	-	200	(200)	n/a	-	(200)
FICA	9,159	2,064	7,095	22.5%	1,974	(91)
Florida Retirement System	11,973	2,486	9,487	20.8%	2,106	(380)
Health and Life Insurance	31,562	6,384	25,178	20.2%	5,584	(800)
Workers' Comp Insurance	180	42	138	23.6%	57	15
Unemployment Compensation	250	-	250	0.0%	-	-
Total Personal Services	172,851	38,104	134,747	22.0%	35,667	(2,438)
Operating Services						
Coding Ordinance	3,000	985	2,015	32.8%	1,118	133
Prof. Services- Digitize records	10,000	-	10,000	0.0%	-	-
Contracts - Minutes Preparation	3,000	1,106	1,894	36.9%	-	(1,106)
Temporary Labor	-	6,103	(6,103)	n/a	6,031	(72)
Contracts - Other Services	4,000	1,098	2,902	27.4%	3,728	2,630
Software Maintenance/Support	16,065	2,182	13,883	13.6%	4,674	2,492
Postage and Freight	2,500	316	2,184	12.7%	719	402
Copier	6,100	1,494	4,606	24.5%	2,072	579
Advertising	10,000	3,168	6,833	31.7%	2,330	(837)
Office Supplies	5,900	186	5,714	3.2%	1,468	1,283
Website Support	4,967	1,655	3,312	33.3%	1,656	0
Subscriptions and Memberships	5,700	1,083	4,617	19.0%	4,741	3,657
Office Equipment	1,000	225	775	22.5%	-	(225)
Training Expenses	3,500	150	3,350	4.3%	597	447
Resident Mailings	10,000	1,674	8,326	16.7%	1,445	(230)
Total Operating Services	85,732	21,426	64,306	25.0%	30,579	9,153
TOTAL TOWN CLERK	\$ 258,583	\$ 59,530	\$ 199,053	23.0%	\$ 66,246	\$ 6,715



General Fund - Police

For the Period Ending January 31, 2021

(33.33% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jan-20	Variance Fav (unfav)
Personal Services						
Salaries	\$ 1,551,140	\$ 531,420	\$ 1,019,720	34.3%	\$ 519,144	\$ (12,276)
Paid Holidays	50,201	32,600	17,601	64.9%	33,628	1,028
Overtime	20,000	9,619	10,381	48.1%	8,735	(883)
Overtime - Task Force	26,000	9,189	16,811	35.3%	9,527	337
Sick Leave Cash Out	31,000	26,714	4,286	86.2%	30,638	3,924
Incentive	17,270	5,165	12,105	29.9%	4,236	(928)
Employee Award	-	4,200	(4,200)	n/a	-	(4,200)
FICA	129,715	48,575	81,140	37.4%	46,860	(1,714)
Florida Retirement System	370,871	118,701	252,170	32.0%	123,138	4,437
Health and Life Insurance	460,326	138,713	321,613	30.1%	129,442	(9,270)
Workers' Comp Insurance	42,153	9,930	32,223	23.6%	10,992	1,062
Tuition Reimbursement	2,250	-	2,250	0.0%	-	-
AD&D Insurance	739	223	516	30.2%	224	1
Unemployment Compensation	1,000	-	1,000	0.0%	-	-
Total Personal Services	2,702,665	935,048	1,767,617	34.6%	916,565	(18,483)
Operating Expenses						
Contracts - Other Services	22,856	6,923	15,933	30.3%	3,331	(3,592)
Town Attorney	5,000	-	5,000	0.0%	-	-
Prof. Services - IT Services	5,000	686	4,314	13.7%	903	216
Telephone Services	4,100	871	3,229	21.2%	1,199	328
Mobile Phones	4,140	1,141	2,999	27.6%	1,539	398
Postage	500	77	423	15.5%	49	(29)
Electricity	8,500	2,657	5,843	31.3%	2,719	63
Liability and Property Insurance	23,188	7,813	15,375	33.7%	6,721	(1,092)
Building Repairs & Maintenance	5,000	942	4,058	18.8%	318	(624)
Radio Maintenance	2,100	-	2,100	0.0%	-	-
Auto Repairs and Maintenance	25,000	3,343	21,657	13.4%	8,783	5,440
Boat Repairs and Maintenance	30,000	18,336	11,664	61.1%	4,066	(14,270)
ATV Repairs and Maintenance	1,500	181	1,319	12.1%	146	(35)
Rental - Vehicles	9,500	3,657	5,843	38.5%	3,010	(648)
Vehicles - GPS	1,364	194	1,170	14.2%	-	(194)
Copier	3,000	837	2,163	27.9%	1,050	213
Miscellaneous Services	1,500	-	1,500	0.0%	20	20
Internet Service	6,550	2,119	4,431	32.3%	1,854	(264)
Physical Examinations	2,500	290	2,210	11.6%	270	(20)
Office Supplies	3,000	766	2,234	25.5%	131	(635)
Operating Supplies	10,000	1,498	8,502	15.0%	986	(513)
Fuel & Oil	32,000	7,306	24,694	22.8%	10,848	3,543



General Fund - Police
For the Period Ending January 31, 2021

(33.33% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date	Variance
					Jan-20	Fav (unfav)
Uniforms Supplies	15,000	2,823	12,177	18.8%	4,585	1,763
Investigation Division	1,500	147	1,353	9.8%	403	256
Subscriptions and Memberships	1,995	2,174	(179)	109.0%	1,290	(884)
Protective PPE	2,500	5,616	(3,116)	224.7%	-	(5,616)
Protective PPE (Facilities)	2,500	20,867	(18,367)	834.7%	-	(20,867)
Education / Training	20,000	2,206	17,794	11.0%	10,483	8,277
Total Operating Expenses	249,793	93,471	156,322	37.4%	64,704	(28,767)
TOTAL POLICE	\$ 2,952,458	\$ 1,028,519	\$ 1,923,939	34.8%	\$ 981,269	\$ (47,250)



General Fund - Facility Services
For the Period Ending January 31, 2021

(33.33% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date	Variance
					Jan-20	Fav (unfav)
Personal Services						
Salaries	\$ 48,818	\$ 16,476	\$ 32,342	33.7%	\$ 17,211	\$ 735
Vacation Leave Cash Out	3,755	-	3,755	0.0%	1,878	1,878
Sick Leave Cash Out	1,876	1,878	(2)	100.1%	1,690	(188)
Employee Award	-	200	(200)	n/a	-	(200)
FICA	4,165	1,417	2,748	34.0%	1,590	173
Florida Retirement System	5,445	1,496	3,949	27.5%	1,454	(42)
Health and Life Insurance	33,969	9,082	24,887	26.7%	9,746	663
Workers' Comp Insurance	1,709	403	1,306	23.6%	742	339
Total Personal Services	99,737	30,951	68,786	31.0%	34,310	3,358
Operating Expenses						
Telephone Service	8,400	1,305	7,095	15.5%	2,460	1,154
Utility - Water	7,050	1,948	5,102	27.6%	2,285	337
Electricity	4,000	1,175	2,825	29.4%	1,283	108
Utility - Sewer	900	232	668	25.7%	186	(46)
Internet Service	5,500	1,668	3,832	30.3%	1,528	(141)
Liability and Property Insurance	19,531	7,025	12,506	36.0%	5,661	(1,363)
Pest Control - Building/Grounds	1,200	384	816	32.0%	384	-
R&M - Equipment	10,000	451	9,549	4.5%	381	(70)
R&M - Grounds	2,000	834	1,166	41.7%	-	(834)
Landscape Maintenance	10,000	845	9,155	8.4%	2,550	1,705
Town Hall Maint. / Repairs	8,000	7,355	646	91.9%	1,432	(5,922)
Generator Maint. Contract	5,200	4,031	1,169	77.5%	-	(4,031)
R&M - Bocce Court	5,000	4,631	369	92.6%	2,488	(2,142)
Operating Supplies - General	4,000	1,197	2,803	29.9%	3,755	2,558
Town Events	25,000	12,241	12,759	49.0%	16,251	4,010
Protective PPE	-	4,030	(4,030)	n/a	-	(4,030)
Protective PPE (Facilities)	-	3,293	(3,293)	n/a	-	(3,293)
A/C Maintenance Contract	2,000	-	2,000	0.0%	-	-
Total Operating Expenses	117,781	52,644	65,137	44.7%	40,644	(12,000)



General Fund - Other Departments

For the Period Ending January 31, 2021

(33.33% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jan-20	Variance Fav (unfav)
Finance						
Auditing Services	\$ 19,500	\$ -	\$ 19,500	0.0%	\$ -	\$ -
Accounting/Financial Services	87,640	29,187	58,453	33.3%	28,406	(781)
Investment Services	10,340	3,211	7,129	31.1%	3,351	140
Bank Fees	-	-	-	n/a	109	109
Total Finance Expense	117,480	32,398	85,082	27.6%	31,866	(532)
Fire Rescue						
Fire Service Agreement	833,021	277,674	555,348	33.3%	273,086	(4,588)
Total Fire Rescue Expense	833,021	277,674	555,348	33.3%	273,086	(4,588)
Solid Waste						
Contracts Services	334,682	104,772	229,910	31.3%	89,405	(15,367)
Total Solid Waste Expense	334,682	104,772	229,910	31.3%	89,405	(15,367)
Beach Management						
Engineering – Legal Matters	50,000	-	50,000	0.0%	-	-
Engineering – Other	15,000	-	15,000	0.0%	-	-
Beach Attorney	500,000	15,871	484,129	3.2%	120,725	104,853
Beach Salvage (Boat removal)	2,000	-	2,000	0.0%	859	859
Buoys	20,000	-	20,000	0.0%	-	-
Total Beach Management Expense	587,000	15,871	571,129	2.7%	121,583	105,712
Charitable Donations						
Lighthouse Preservation Contrib.	2,500	-	2,500	0.0%	-	-
Area Council on Aging Contrib.	3,844	3,844	-	100.0%	-	(3,844)
Total Charitable Donations	6,344	3,844	2,500	60.6%	-	(3,844)
Contingency	157,479	-	157,479	0.0%	-	-
Total Expense before Transfer Out	2,036,006	434,558	1,601,448		515,939	81,381



General Fund - Other Departments

For the Period Ending January 31, 2021

(33.33% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jan-20	Variance Fav (unfav)
Transfer Out						
To Transportation Fund	-	-	-	n/a	6,742	6,742
To P&Z and Code Enf. Fund	38,500	-	38,500	0.0%	-	-
To Debt Service Fund	387,952	420,854	(32,902)	108.5%	-	(420,854)
To General Fund CIP	158,500	110,384	48,116	69.6%	18,039	(92,345)
Total Transfer Out	584,952	531,238	53,714	90.8%	\$ 24,781	\$ (506,457)
TOTAL OTHER DEPARTMENTS	\$ 2,620,958	\$ 965,796	\$ 1,655,162	36.8%	\$ 540,720	\$ (425,076)
TOTAL GENERAL FUND EXPENDITURES	\$ 6,415,941	\$ 2,247,757	\$ 4,168,184	35.0%	\$ 1,773,310	\$ (474,447)



Notes to the Financial Statements - General Fund January 31, 2021

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 33.33% through January. 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
Expenditures				
<u>Town Manager</u>				
Life and Health Insurance	18,252	8,598	47.1%	Monthly health insurance increased, additional life insurance annual payment
Miscellaneous Services	1,000	973	97.3%	Creation of time off policies, professional picture, polo shirts with logo
<u>Town Clerk</u>				
Contracts - Minutes Preparation	3,000	1,106	36.9%	Summary meeting minutes and zoning minutes
Temporary Labor	-	6,103	N/A	Temporary Administrative Assistant
<u>Police</u>				
Payroll-Salaries	1,551,140	531,420	34.3%	Police officer's salaries includes hours for COVID
Paid Holidays	50,201	32,600	64.9%	Paid for holidays
Overtime	20,000	9,619	48.1%	Staffing during vacations, sick time and COVID
Overtime - Task Force	26,000	9,189	35.3%	DEA overtime
Sick Leave Cash Out	31,000	26,714	86.2%	Paid out annually in December
Liability and Property Insurance	23,188	7,813	33.7%	General Liability/Auto/Property insurance
Boat Repairs and Maintenance	30,000	18,336	61.1%	Boat and engine repairs, GPS, rewire dash panel, engine capacitor, fuel hose
Rental - Vehicle	9,500	3,657	38.5%	Rental of vehicles for special duty
Subscriptions and Memberships	1,995	2,174	109.0%	Annual memberships for BCCPA, FCPA, FL MLUR, Adobe subscription
Protective PPE	2,500	5,616	224.7%	Black masks, blue masks with logo, hand sanitizer stand
Protective PPE (Facilities)	2,500	20,867	834.7%	Fogging and sanitizing services, hand sanitizer, soap dispenser, HEPA Rx UV Filter machine
<u>Facility Services</u>				
Payroll-Salaries	48,818	16,476	33.7%	Maintenance worker's salary includes overtime for events
Sick Leave Cash Out	1,876	1,878	100.1%	Paid out annually in December
Liability and Property Insurance	19,531	7,025	36.0%	General Liability/Auto/Property insurance
R&M - Grounds	2,000	834	41.7%	Flush cut, grind & remove tree, repair equipment
Town Hall Maint. / Repairs	8,000	7,355	91.9%	Bridge sign, cable repairs, A/C repairs in Community Room, carport roof repairs
Generator Maint. Contract	5,200	4,031	77.5%	Remove/replace transfer switch controller, quarterly generator maintenance
R&M - Bocce Court	5,000	4,631	92.6%	Remove/replace concrete slab at bocce court, trash bin
Town Events	25,000	12,241	49.0%	Holiday decorations, community shredding
Protective PPE	-	4,030	N/A	Hand sanitizer stand, gloves, blue masks with logo
Protective PPE (Facilities)	-	3,293	N/A	Acrylic shields in Commission Chambers



Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Transportation (Community Bus)
For the Period Ending January 31, 2021

(33.33% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jan-20	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Local Option Gas Tax	35,971	9,557	26,414	26.6%	10,898	(1,341)
County Transportation Grant	81,900	22,932	58,968	28.0%	6,695	16,237
Total Revenues	117,871	32,489	85,382	27.6%	17,593	14,896
<u>Other Sources</u>						
Transfer In	-	-	-	n/a	6,742	(6,742)
Total Other Sources	-	-	-	n/a	6,742	(6,742)
TOTAL FUNDING	117,871	32,489	85,382	27.6%	24,335	8,154
<u>EXPENDITURES</u>						
Contractual Services	81,900	22,932	58,968	28.0%	24,335	1,404
Reserve-Future Use	35,971	-	35,971	0.0%	-	-
TOTAL EXPENDITURES	117,871	22,932	\$ 94,939	19.5%	24,335	1,404
Total Funding over (under)						
Expenditures	\$ -	9,557			\$ -	\$ 9,558
Fund Balance - Beginning		30,696				
Fund Balance - Ending		\$ 40,254				



Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Marine Law Enforcement Grant
For the Period Ending January 31, 2021

(33.33% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	\$ PRIOR YEAR	
					Year to Date	Variance
					Jan-20	Fav (unfav)
<u>FUNDING</u>						
Revenues						
Marine Law Enforcement Grant	30,336	15,960	14,376	52.6%	7,788	8,172
Total Revenues	30,336	15,960	14,376	52.6%	7,788	8,172
TOTAL FUNDING	30,336	15,960	14,376	52.6%	7,788	8,172
<u>EXPENDITURES</u>						
Police Wages	30,336	15,960	14,376	52.6%	7,788	(8,172)
TOTAL EXPENDITURES	30,336	15,960	\$ 14,376	52.6%	7,788	(8,172)
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 - Building Permits
For the Period Ending January 31, 2021

(33.33% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jan-20	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Building Permit Fees	250,000	102,571	147,429	41.0%	152,884	(50,313)
Building Admin Fees	-	1,675	(1,675)	n/a	-	1,675
Total Revenues	250,000	104,246	145,754	41.7%	153,934	(49,688)
TOTAL FUNDING						
	250,000	104,246	145,754	41.7%	153,934	(49,688)
<u>EXPENDITURES</u>						
ProfServ-Building Permits - RMA	30,000	6,175	23,825	20.6%	9,875	3,700
ProfServ-Building Permits - CGA	212,500	85,116	127,384	40.1%	129,847	44,731
Credit Card Processing Fees	7,500	3,284	4,216	43.8%	1,359	(1,924)
Total Building Permits	250,000	94,574	155,426	37.8%	141,081	46,507
Transfer to General Fund	-	-	-	n/a	2,428	2,428
TOTAL EXPENDITURES	250,000	94,574	\$ 155,426	37.8%	143,509	48,935
Total Funding over (under)						
Expenditures	\$ -	9,671			\$ 10,425	\$ (754)
Fund Balance - Beginning			-			
Fund Balance - Ending		\$ 9,671				



Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - P&Z and Code Compliance
For the Period Ending January 31, 2021

(33.33% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jan-20	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Planning & Zoning Fees	10,000	6,525	3,475	65.3%	-	6,525
Fire Fees	1,500	3,950	(2,450)	263.3%	-	3,950
Total Revenues	11,500	10,475	1,025	91.1%	-	10,475
<u>Other Sources</u>						
Transfer In	38,500	-	38,500	0.0%	-	-
Total Other Sources	38,500	-	38,500	0.0%	-	-
TOTAL FUNDING	50,000	10,475	39,525	21.0%	-	10,475
<u>EXPENDITURES</u>						
P&Z and Code Compliance						
ProfServ-General Admin - RMA	15,000	2,600	12,400	17.3%	2,350	(250)
ProfServ-Site Planning - RMA	10,000	2,015	7,985	20.2%	3,050	1,035
ProfServ-Engineering - Other	10,000	700	9,300	7.0%	1,400	700
Code Compliance	15,000	5,160	9,840	34.4%	3,625	(1,535)
Total P&Z, and Code Compliance	50,000	10,475	39,525	21.0%	10,425	(50)
TOTAL EXPENDITURES	50,000	10,475	\$ 39,525	21.0%	10,425	(50)
Total Funding over (under)						
Expenditures	\$ -	-			\$ (10,425)	\$ 10,425
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 January 31, 2021

(33.33% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jan-20	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Federal Forfeitures	-	-	-	n/a	807	(807)
Interest Income	-	168	(168)	n/a	1,144	(976)
Total Revenues	-	168	(168)	n/a	1,951	(1,783)
TOTAL FUNDING						
	-	168	(168)	n/a	1,951	(1,783)
<u>EXPENDITURES</u>						
Personal Services						
Overtime - WAVES Program	-	2,411	(2,411)	n/a	-	(2,411)
Total Personal Services	-	2,411	(2,411)	n/a	-	(2,411)
Capital Outlay						
Police Equipment	-	74,948	(74,948)	n/a	-	(74,948)
Total Capital Outlay	-	74,948	(74,948)	n/a	-	(74,948)
TOTAL EXPENDITURES						
	-	77,359	\$ (77,359)	n/a	-	(77,359)
Total Funding over (under)						
Expenditures	\$	-	(77,191)		\$	1,951 \$ (79,142)
Fund Balance - Beginning		180,390				
Fund Balance - Ending		\$	103,199			



Statement of Revenues, Expenditures and Changes in Fund Balances
Debt Service Fund - (FEMA Bridge Loan)
For the Period Ending January 31, 2021

(33.33% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jan-20	Variance Fav (unfav)
<u>FUNDING</u>						
Other Sources						
Transfer In	387,952	420,854	(32,902)	108.5%	-	420,854
Total Other Sources	387,952	420,854	(32,902)	108.5%	-	420,854
TOTAL FUNDING	387,952	420,854	(32,902)	108.5%	-	420,854
<u>EXPENDITURES</u>						
Debt Service Expenses						
Principal Debt Retirement	333,628	3,621,979	(3,288,351)	1085.6%	-	(3,621,979)
Interest Expense	54,324	50,930	3,394	93.8%	-	(50,930)
Bank Charges/Fee	-	50	(50)	n/a	-	(50)
Total Debt Service Expense	387,952	3,672,959	(3,285,007)	946.8%	-	(3,672,959)
TOTAL EXPENDITURES	387,952	3,672,959	\$ (3,285,007)	946.8%	-	(3,672,959)
Total Funding over (under)						
Expenditures	\$ -	(3,252,105)			\$ -	\$(3,252,105)
Fund Balance - Beginning		3,252,105				
Fund Balance - Ending		\$ -				



Statement of Revenues, Expenditures and Changes in Fund Balances
Capital Projects Fund - (General Fund Improvements)
For the Period Ending January 31, 2021

(33.33% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jan-20	Variance Fav (unfav)
FUNDING						
Revenues						
FEMA reimbursement	\$ 59,500	\$ -	\$ 59,500	0.0%	\$ -	\$ -
Total Revenues	59,500	-	59,500	0.0%	-	-
Other Sources						
Transfer From General Fund	158,500	110,384	48,116	69.6%	18,039	92,345
Total Other Sources	158,500	110,384	48,116	69.6%	18,039	92,345
TOTAL FUNDING	218,000	110,384	107,616	50.6%	18,039	92,345
EXPENDITURES						
Land Purchase						
Town Attorney	-	1,085	(1,085)	n/a	10,844	9,758
Miscellaneous Services	-	28,632	(28,632)	n/a	-	(28,632)
Contracts - Other Services	-	-	-	n/a	6,200	6,200
Total Land Purchase Expense	-	29,717	(29,717)	n/a	17,044	(12,673)
Beach Projects						
Eng – Monitoring (FY20 Proj.)	54,500	29,208	25,292	53.6%	-	(29,208)
Eng – Qtrly Monitoring	5,000	-	5,000	0.0%	-	-
Total Beach Project Expense	59,500	29,208	30,292	49.1%	-	(29,208)
Miscellaneous						
Underground Utility Project	35,000	-	35,000	0.0%	995	995
Police Cars / Equipment	66,000	51,459	14,541	78.0%	-	(51,459)
Comm. Chambers Upgrade	50,000	-	50,000	0.0%	-	-
Comm. Chambers Modifications	7,500	-	7,500	0.0%	-	-
Total Misc. Expense	158,500	51,459	107,041	32.5%	995	(50,464)
TOTAL EXPENDITURES	218,000	110,384	107,616	50.6%	18,038	(92,345)
Total Funding over (under)						
Expenditures	\$ -	-			\$ -	\$ 184,690
Fund Balance - Beginning			-			
Fund Balance - Ending		\$ -				



Statement of Revenues, Expenditures and Changes in Fund Balances
Water Fund (Summary)
For the Period Ending January 31, 2021

(33.33% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jan-20	Variance Fav (unfav)
<u>FUNDING</u>						
Revenue						
Water Service Revenue	\$ 1,326,480	\$ 404,145	\$ 922,335	30.5%	\$ 454,907	\$ (50,761)
Water Surcharge	407,450	116,137	291,313	28.5%	115,710	427
Other Miscellaneous Revenue	135,247	22,621	112,626	16.7%	25,339	(2,717)
Total Revenue	1,869,177	542,904	1,326,273	29.0%	595,955	(53,051)
Other Sources						
Transfer In	477,496	141,478	336,018	29.6%	139,171	2,307
Loan Proceeds	640,000	-	640,000	0.0%	-	-
Total Other Sources	1,117,496	141,478	976,018	12.7%	139,171	2,307
TOTAL FUNDING	2,986,673	684,382	2,302,291	22.9%	735,126	(50,744)
<u>EXPENSES</u>						
Personal Services	535,294	184,753	350,541	34.5%	182,688	(2,065)
Operating Expenses	398,937	81,142	317,795	20.3%	78,412	(2,730)
Debt Service Expenses	811,446	203,725	607,721	25.1%	189,665	(14,060)
Capital Projects	648,500	-	648,500	0.0%	-	-
Repair & Renewal	65,000	6,813	58,187	10.5%	4,506	(2,307)
Transfer Out	527,496	158,145	369,351	30.0%	155,838	(2,307)
TOTAL EXPENSES	2,986,673	634,579	2,352,094	21.2%	611,109	(23,470)
Total Funding over (under)						
Expenses	\$ -	\$ 49,804			\$ 124,017	\$ (27,275)
Net Assets - Beginning		4,922,293				
Net Assets - Ending		\$ 4,972,096				



Statement of Revenues, Expenses and Changes in Net Assets
Water Fund (Operations)
For the Period Ending January 31, 2021

(33.33% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR		
					Year to Date Jan-20	Variance Fav (unfav)	
FUNDING							
Revenue							
Water Service							
Water-Base Rate	\$ 472,000	\$ 157,164	\$ 314,836	33.3%	\$ 157,356	\$ (192)	
Water-Usage	854,480	246,981	607,499	28.9%	297,551	(50,569)	
Total Water Service Revenue	1,326,480	404,145	922,335	30.5%	454,907	(50,761)	
Other Revenue							
Miscellaneous Revenues	5,500	1,767	3,733	32.1%	2,113	(345)	
Sprint Spectrum Cell Tower	65,675	-	65,675	0.0%	-	-	
T-Mobile Cell Tower	33,072	11,024	22,048	33.3%	10,600	424	
Hillsboro Inlet	6,000	2,000	4,000	33.3%	2,000	-	
Interest	30,000	6,155	23,845	20.5%	8,737	(2,582)	
Net Incr (Decr) In FMV-Invest	(5,000)	1,675	(6,675)	-33.5%	1,889	(214)	
Total Other Revenue	135,247	22,621	112,626	16.7%	25,339	(2,717)	
TOTAL FUNDING	1,461,727	426,767	1,034,960	29.2%	480,245	(53,479)	
EXPENSES							
Personal Services							
Salaries	344,997	109,302	235,695	31.7%	114,427	5,125	
Overtime	25,000	7,405	17,595	29.6%	7,485	80	
Vacation Leave Cash Out	15,187	18,655	(3,468)	122.8%	14,798	(3,857)	
Sick Leave Cash Out	8,065	4,618	3,447	57.3%	3,397	(1,220)	
Employee Award	-	1,000	(1,000)	n/a	-	(1,000)	
FICA	28,922	10,600	18,322	36.7%	10,554	(46)	
Florida Retirement System	39,325	10,723	28,602	27.3%	9,901	(822)	
Health and Life Insurance	62,182	19,832	42,350	31.9%	17,244	(2,588)	
Workers' Comp Insurance	11,116	2,619	8,497	23.6%	4,882	2,263	
Unemployment Compensation	500	-	500	0.0%	-	-	
Total Personal Services	535,294	184,753	350,541	34.5%	182,688	(2,065)	
Operating Expenses							
Auditing Services	16,500	-	16,500	0.0%	-	-	
Contracts - Other Services	750	-	750	0.0%	-	-	
Postage and Freight	1,000	-	1,000	0.0%	-	-	
Telephone Service	7,300	2,345	4,955	32.1%	2,336	(9)	
Electricity	54,000	16,428	37,572	30.4%	14,007	(2,421)	
Liability and Property Insurance	47,373	16,286	31,087	34.4%	13,731	(2,555)	



Statement of Revenues, Expenses and Changes in Net Assets
Water Fund (Operations)

For the Period Ending January 31, 2021

(33.33% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jan-20	Variance Fav (unfav)
Maint - Distribution System	7,500	912	6,588	12.2%	4,153	3,241
Maint - Bldgs / Grounds	15,000	5,962	9,038	39.7%	2,088	(3,874)
Maint - SCADA System	10,000	-	10,000	0.0%	-	-
Repair & Maint - Equipment	32,000	4,062	27,938	12.7%	6,498	2,436
Tools and Equipment	1,000	271	729	27.1%	325	54
Advertising	1,000	-	1,000	0.0%	-	-
Licenses & Permits	5,400	327	5,073	6.1%	1,061	734
Office Supplies	1,500	-	1,500	0.0%	601	601
Computer Expense	6,000	351	5,649	5.9%	340	(12)
Uniform Supplies	5,500	1,980	3,520	36.0%	2,627	647
Fuel and Oil	5,000	1,164	3,836	23.3%	1,283	119
Sand Change	8,000	4,694	3,306	58.7%	4,434	(260)
Chemicals - Water Treatment	85,000	25,115	59,885	29.5%	23,335	(1,781)
Lab Test Analysis & Supplies	12,500	1,245	11,255	10.0%	1,594	349
Subscriptions and Memberships	500	-	500	0.0%	-	-
Contingency	73,114	-	73,114	0.0%	-	-
Water Conservation Program	3,000	-	3,000	0.0%	-	-
Total Operating Expenses	398,937	81,142	317,795	20.3%	78,412	(2,730)
Total Exp. Before Transfer Out	934,231	265,895	668,336	28.5%	261,100	(4,795)
Transfer Out						
General Fund	50,000	16,667	33,333	33.3%	16,667	-
Water Debt Service Fund	403,996	134,665	269,331	33.3%	134,665	-
Water CIP Fund	73,500	6,813	66,687	9.3%	4,506	(2,307)
Total Transfer Out	527,496	158,145	369,351	30.0%	155,838	(2,307)
TOTAL EXPENSES	1,461,727	424,040	1,037,687	29.0%	416,938	(7,102)
Total Funding over (under)						
Expenses	\$ -	2,726			\$ 63,307	\$ (60,581)
Net Assets - Beginning		3,352,309				
Net Assets - Ending		<u><u>\$ 3,355,035</u></u>				



Notes to the Financial Statements - Water Fund January 31, 2021

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 33.33% through January. 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
Expenses				
<u>Operating</u>				
Vacation Leave Cash Out	15,187	18,655	122.8%	Paid out annually in December.
Sick Leave Cash Out	8,065	4,618	57.3%	Paid out annually in December.
Liability and Property Insurance	47,373	16,286	34.4%	General Liability/Auto/Property insurance
Maint - Bldgs / Grounds	15,000	5,962	39.7%	Monthly landscaping, plants, security lights for buildings
Uniform Supplies	5,500	1,980	36.0%	Monthly uniform service, work boots
Sand Change	8,000	4,694	58.7%	Spiractor sand, forklift and pump rental - done twice a year



Statement of Revenues, Expenses and Changes in Net Assets
Water Debt Service Fund - (State Revolving Loans)
For the Period Ending January 31, 2021

(33.33% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jan-20	Variance Fav (unfav)
FUNDING						
Revenues						
Water Surcharge	\$ 407,450	\$ 116,137	\$ 291,313	28.5%	\$ 115,710	\$ 427
Total Revenues	407,450	116,137	291,313	28.5%	115,710	427
Other Sources						
Operating Transfers-In	403,996	134,665	269,331	33.3%	134,665	-
Total Other Sources	403,996	134,665	269,331	33.3%	134,665	-
TOTAL FUNDING	811,446	250,802	560,644	30.9%	250,375	427
EXPENSES						
Debt Service Expenses						
<i>State Revolving Loan - Water Plant</i>						
Principal Debt Retirement	324,180	-	324,180	0.0%	-	-
Interest Expense	79,816	-	79,816	0.0%	-	-
<i>State Revolving Loan - Water Main Project</i>						
Principal Debt Retirement	333,941	170,458	163,483	51.0%	158,178	(12,280)
Interest Expense	73,509	33,267	40,242	45.3%	31,487	(1,780)
Total Debt Services Expenses	811,446	203,725	607,721	25.1%	189,665	(14,060)
TOTAL EXPENSES	811,446	203,725	607,721	25.1%	189,665	(14,060)
Total Funding over (under)						
Expenses	\$ -	47,077			\$ 60,710	\$ (13,633)
Net Assets - Beginning		1,569,984				
Net Assets - Ending		\$ 1,617,061				



Statement of Revenues, Expenses and Changes in Net Assets
Capital Projects Fund - (Water Fund Improvements)
For the Period Ending January 31, 2021

(33.33% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Jan-20	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Other Sources						
Interfund Transfer - In	\$ 73,500	\$ 6,813	\$ 66,687	9.3%	\$ 4,506	\$ 2,307
Loan Proceeds	640,000	-	640,000	0.0%	-	-
Total Other Sources	713,500	6,813	706,687	1.0%	4,506	2,307
TOTAL FUNDING	713,500	6,813	706,687	1.0%	4,506	2,307
<u>EXPENSES</u>						
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	6,813	58,187	10.5%	4,506	(2,307)
Water Tower Rehab	100,000	-	100,000	0.0%	-	-
Beach Tank Repainting	8,500	-	8,500	0.0%	-	-
Roof - Pump House	60,000	-	60,000	0.0%	-	-
Perimeter Fence	10,000	-	10,000	0.0%	-	-
Total Other Expenses	243,500	6,813	236,687	2.8%	4,506	(2,307)
TOTAL EXPENSES	713,500	6,813	706,687	1.0%	4,506	(2,307)
Total Funding over (under)						
Expenses	\$ -	-			\$ -	\$ -
Net Assets - Beginning			-			
Net Assets - Ending		\$ -				

Town of Hillsboro Beach

Supporting Schedules

January 31, 2021



**Cash and Investment Balances
January 31, 2021**

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>MATURITY</u>	<u>BALANCE</u>	<u>NOTES</u>
Commercial Analysis Checking Account	BankUnited	0.00%	N/A	\$1,560,136	Earns a credit allowance of 0.25%. Yield is 0 since fees are netted against credit allowance. Operating account for AP invoices and payroll.
Money Market Account	BankUnited	0.25%	N/A	\$1,935,116	Excess cash from General & Water Funds.
Money Market Account	BankUnited	0.25%	N/A	\$812,979	(1) Reserve for both SRL Loans.
Money Market Account	BankUnited	0.25%	N/A	\$103,199	(2) Federal Forfeitures/Asset sharing.
State Board Account	Florida Prime	0.17%	N/A	\$430,967	Excess cash from the General Fund.
Investment Account	BB & T	1.40%	N/A	\$3,416,165	See Investment Report for further details.
TOTAL				<u>\$8,258,562</u>	

Footnotes:

(1) Restricted funds for State Revolving Loans.

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



Investment Portfolio

Trades Settled as of 01/31/21

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			70,126	70,126	-	70,126	-	7	0.01%
		Subtotal			70,126	70,126	-	70,126	-	7	0.01%
09/27/19	037833DL1	APPLE INC	AA+	09/11/22	50,000	49,928	(72)	51,156	47	850	0.27%
10/30/19	166764BN9	CHEVRON CORP	AA	03/03/22	50,000	50,458	458	51,115	201	1,249	0.44%
01/27/21	3130AKQM1	FED HOME LOAN BANKS	AA+	01/27/26	200,000	200,000	-	200,052	-	600	0.30%
11/03/15	313381BR5	FED HOME LOAN BANKS	AA+	12/09/22	100,000	98,196	(1,804)	103,224	896	1,875	0.17%
08/26/20	3133EL3P7	FED FARM CREDIT BANK	AA+	08/12/25	250,000	249,750	(250)	249,420	55	1,325	0.58%
06/23/20	3133ELE67	FED FARM CREDIT BANK	AA+	06/03/24	290,000	289,855	(145)	290,209	98	1,682	0.56%
06/23/20	3134GVYP7	FED HOME LOAN MTGE CORP		05/27/25	210,000	209,003	(997)	208,253	79	1,050	0.70%
10/09/20	3134GW4B9	FED HOME LOAN MTGE CORP		10/29/25	55,000	54,890	(110)	54,849	-	275	0.56%
10/28/20	3136G45H2	FED NATL MTGE ASSN	AA+	10/29/25	55,000	54,945	(55)	54,831	-	275	0.57%
10/23/20	3136G45X7	FED NATL MTGE ASSN	AA+	10/29/26	140,000	140,000	-	140,104	-	980	0.69%
07/16/18	341271AB0	FLORIDA ST BRD OF ADMIN FIN CORP	AA	07/01/21	200,000	197,798	(2,202)	201,866	-	5,276	0.38%
09/16/20	341271AD6	FLORIDA ST TXBL	AA	07/01/25	185,000	185,000	-	190,265	-	2,327	0.60%
04/09/20	342816P66	FLORIDA ST MUN PWR AGY REV		10/01/22	200,000	202,246	2,246	204,946	186	5,160	1.08%
05/21/20	43232VVH1	HILLSBOROUGH CNTY TXBL	AA-	07/01/25	200,000	200,000	-	209,442	-	3,830	0.82%
12/31/18	54289SBG1	LONGBOAT KEY FL SPL ASSMNT REV	AA+	08/01/24	105,000	104,116	(884)	108,574	-	4,200	2.28%
08/09/18	59333HCL8	MIAMI-DADE CNTY FL PROF SPORTS	AA	10/01/22	75,000	75,000	-	77,850	-	2,517	1.05%
08/05/20	593561BE2	MIAMI GARDENS FL TXBL	AA	07/01/25	125,000	125,000	-	127,841	-	1,674	0.81%
01/17/20	661046BV3	NORTH MIAMI BEACH FLA WTR	A+	08/01/24	160,000	160,000	-	167,192	-	3,234	0.72%
01/18/19	68389XBB0	ORACLE CORP	A+	05/15/22	60,000	59,060	(940)	61,483	283	1,500	0.57%
05/16/18	68389XBK0	ORACLE CORP	A+	09/15/21	50,000	48,217	(1,783)	50,450	166	950	0.49%
02/27/20	758449RV6	REEDY CREEK FL IMPT DIST TXBL	A	06/01/24	150,000	150,000	-	155,028	-	2,504	0.65%
05/11/18	78013XKG2	ROYAL BANK OF CANADA	AA-	04/30/21	50,000	49,954	(46)	50,364	67	1,600	0.25%
04/03/20	822582AX0	SHELL INTERNATIONAL FIN	AA-	08/12/23	30,000	31,167	1,167	32,295	156	1,020	0.42%
01/16/19	89236TCQ6	TOYOTA MOTOR CREDIT CORP	AA-	07/13/22	60,000	59,351	(649)	62,141	23	1,680	0.28%
04/06/20	89236TGW9	TOYOTA MOTOR CREDIT CORP	AA-	03/30/23	30,000	30,342	342	31,670	17	870	0.35%
03/13/20	912828Q60	US TREASURY INFL INDEX BD		04/15/21	274,500	271,764	(2,736)	276,430	139	343	0.12%
		Subtotal			3,354,500	3,346,038	(8,462)	3,411,048	2,414	48,845	1.43%
		Total			3,424,626	3,416,165	(8,462)	3,481,175	2,414	48,852	1.40%



Ridership Summary

January 31, 2021

Daily Passengers:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
40		41		40	
43		43		46	
	38	41		41	
42		40		38	

Total Monthly Passengers:

493

Daily Revenue Miles:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
109.00		109.0		109.0	
109.00		109.0		109.0	
	109.00	109.0		109.0	
109.00		109.0		109.0	

Total Monthly Revenue Miles:

1308.0

Total Scheduled Revenue Miles

1306.1

Total Vehicle Hours

116.0

Total Revenue Hours

106.0

Service Days

12

Missed Service in Minutes

0

Passengers per revenue hour

4.7

Total Monthly Vehicle Miles:

1,590.0



TAB 8-D

STAFF UPDATES

Code Compliance

Presented by Mario Sotolongo, CG&A



Code Compliance Summary Report

From 1/1/2021

To 1/31/2021

Corridor (All Corridors)

Case Totals for Period

Cases Open at Start of Period	25
Cases Opened During Period	3
Cases Opened as result of Complaint	3
Cases Closed During Period	2
Cases Closed Prior to Hearing	1
Cases Open at End of Period	26

Inspections	3
Re-inspections	5
Total	8

Special Magistrate Cases During Period 1

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	2	1	25
Total	25	3	3	2	1	26



Code Compliance Summary Report

From 1/1/2021

To 1/31/2021

Corridor (All Corridors)

Inspections by Officer

Officer	Inspections	Re-inspections	Total
M. Sotolongo	3	5	8
Total	3	5	8

Summary of Cases Opened by Incident Type

Incident Type	Number
Building Permit Required	2
Nuisance	1
Total	3

Revenue Summary

	Period Start	During Period	Period End
Total Fines Assessed	\$4,275.00	\$7,850.00	\$12,125.00
Total Payments	\$0.00	\$0.00	\$0.00
Balance	\$4,275.00		\$12,125.00



Case Action Report*

From 1/1/2021

To 1/31/2021

Corridor (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
1/10/2021	Nuisance This is a companion case to track progress of the Amended Final Order in case 21010001. (Mold / Roach infestation / Sliding Glass Door in Disrepair / Water Heater installed without permits)	1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 812	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				1/10/2021	Notice of Violation	M. Sotolongo
				1/10/2021	Complaint	M. Sotolongo
				1/11/2021	Notice of Hearing	T. Boyd-Reynolds
				1/11/2021	Final Order	
				1/26/2021	Affidavit of Non-Compliance	M. Sotolongo
				2/4/2021	Special Magistrate Mitigation	
				2/9/2021	Affidavit of Non-Compliance	M. Sotolongo
1/14/2021	Building Permit Required Railings and Electrical installation.	971 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				1/14/2021	Complaint	M. Sotolongo
				1/14/2021	Notice of Violation	M. Sotolongo
				1/14/2021	Notice of Hearing	S. Lowe
				2/1/2021	Notice of Continuance	T. Boyd-Reynolds
1/14/2021	Building Permit Required Trash enclosure built without the benefit of permits.	1166 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				1/14/2021	Complaint	M. Sotolongo
				1/14/2021	Notice of Violation	M. Sotolongo
				1/14/2021	Notice of Hearing	S. Lowe
				2/1/2021	Notice of Continuance	T. Boyd-Reynolds

*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: Employee Recognition for Juan Rivera, Water Treatment Plant

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

Agenda Date: March 2, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. TAB 9 Town Mgr
2. TOHB - Juan Rivera



TAB 9

TOWN MANAGER REPORT



Town of Hillsboro Beach
Water Department



MEMO

To: Mac Serda, Town Manager

From: Elliott Garay, Water Department

Date: February 22, 2021

Subject: Employee Juan Rivera Acknowledgement

Mr. Serda,

The water department would like to acknowledge employee Juan Rivera's accomplishments in his endeavors in furthering his education and studies.

During Mr. Rivera's time out in quarantine with COVID, he really surprised me by taking the initiative in finishing his School and certificate requirements to sit for his CLASS B FDEP License Examination.

This level of maturity really took me by surprise and he has already submitted the application for examination to FDEP and will be sitting for his CLASS B State Exam on Friday, February 26th, at 8:30am at a FDEP designated Testing Center located in Boca Raton.



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
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Agenda Item Cover Memo

Agenda Item: Municipal Election - March 9, 2021 (Town Clerk)

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

Agenda Date: March 2, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Email to Residents (Public)
 2. Sample Ballot
 3. Supervisor of Elections Statement on Mask Ordinance
 4. In-Person Voting Health Protection and Recommendations_



TOWN OF HILLSBORO BEACH MUNICIPAL ELECTION - MARCH 9, 2021

The Town of Hillsboro Beach Municipal Election will be held Tuesday, March 9, 2021, 7:00 A.M. - 7:00 P.M. at Town Hall, Community Room.

Pursuant to the Town Charter, the following candidates are duly qualified and will be on the election ballot for the open Town Commission Seats. Qualified eligible voters can vote for up to three candidates:

**Barbara Baldasarre
Vicky Feaman
Frank J. Kolb, Jr.
Deb Tarrant**

Those candidates receiving the highest plurality of votes will be declared elected to the Town Commission seats to be filled. [sample ballot](#)

Vote-by-Mail Ballot Application & Deadline

The deadline to request a Mail-In-Ballot for the March 9, 2021 Election is:
Saturday, Feb. 27, 2021 by 5:00 P.M.

- [Vote By Mail and Early Voting Instructions](#)
- [Vote By Mail Ballot Request Form](#)
- [Check Your Vote By Mail Status](#)



A Vote-by-Mail Ballot must be **returned and received** by the Broward County Supervisor of Elections no later than 7:00 P.M. (local time) on Election Day (**March 9, 2021**) in order to be counted.

The Last Day to Register to vote for the March 9, 2021 Election was Monday, February 8, 2021. You can [check your voter registration status](#).

In-Person Voting on Election Day

In-Person Voting Health Protection & Recommendations

Community Room. For in-person voting, please review the Health Protection & Recommendations below.

SOE Statement on Mask Ordinance
Health Protection & Recommendations

Reorganization Meeting

The candidates receiving the highest number of votes shall be determined to be elected. The Town Commission will meet, reorganize and elect a Mayor and Vice Mayor seven (7) days after the Municipal Election.

(Article VIII. - Elections, Sec. 5- Hours of Voting & Results of Voting)

**The Reorganization Meeting is scheduled
Tuesday, March 16, 2021 at 9:30 A.M.**



Town of Hillsboro Beach | [website](#)
Sherry D. Henderson, CMC Town Clerk
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
954-427-4011

Sample Ballot

Ballot Style 3		Seq:0003	003G
Official Municipal Election March 9, 2021 Broward County, Florida	Elección Oficial Municipal 9 de Marzo del 2021 Condado de Broward, Florida	Ofisyèl Elèksyon Minisipal 9 Mas, 2021 Konte Broward, Florida	
• Ballot Instructions: To vote, fill in the oval ● completely next to your choice. Use only the marking device provided or a black pen. If you make a mistake, ask for a new ballot. Do not cross out or your vote may not count. • Instrucciones Para La Boleta: Para votar, llene completamente el ovalo ● junto a su selección. Use sólo una pluma de tinta negra para marcar la boleta. Si se equivoca, pida una nueva boleta. Si borra algo o hace marcas, es posible que su voto no se cuente. • Enfòmasyon Sou Bilten Vòt: Pou vote, byen kolore tout andan oval ● ki akote respons ou chwazi a. Sèlman sèvi ak yon plim nwa pou ekri sou bilten vòt la. Si w fè yon erè, mande yo ba w yon nouvo bilten vòt. Si w efase oubyen fè nouvo mak, lap posib pou vòt ou pa valab ankò.			
Hillsboro Beach			
Town Commissioner Comisionado del Pueblo Komisè Vil La (Vote for up to Three) (Vote por no más de Tres) (Vote pou jiska Twa)			
Barbara Baldasarre Vicky Feaman Frank J. Kolb Jr Deb Tarrant			

Supervisor of Elections Statement on the Broward County Mask Ordinance

I commend the hundreds of thousands of voters who have participated in two countywide elections in 2020 and particularly those who complied with the Broward County ordinance pertaining to the wearing of masks in buildings open to the public. On behalf of our staff and thousands of pollworkers, Thank You.

This ordinance remains in effect through Election Day. Broward County intends to enforce the ordinance and seek all remedies against violators as provided by the ordinance.

For your continued safety at all polling locations, this office will require safe social distancing and ensure that all poll workers will be properly gloved, masked and otherwise adhere to all public health guidance. Voters who are not masked on arrival at a polling place will be strongly encouraged to wear a mask and reminded of the ordinance. For those who do not have a mask, one will be provided at no charge.

Finally, each polling place on Election Day and early voting has an assigned janitor who will work to maintain hygiene standards under every circumstance.

Broward County election professionals appreciate your continued cooperation during this challenging time. All of us will do what needs to be done to provide a safe election for all of Broward County's voters, produce accurate, timely election results.

In-Person Voting Health Protection & Recommendations

WE WILL:

- ✓ Provide clean voting locations and temperature tested, masked poll workers;
- ✓ Provide hand sanitizer to all voters entering the polling location and courtesy masks if needed;
- ✓ Provide contact-free voter check-in and plastic-encased pens that may be taken with you after voting;
- ✓ Provide speedy access to your ballot and sufficient, distanced voting privacy booths to reduce time within the polling location; and
- ✓ Ensure privacy booths are located to facilitate social distancing and cleaned throughout the day.

WHAT THE VOTER SHOULD DO:

- ✓ Before arriving to vote, confirm your address and other voting information. Call (954) 357-7050 or visit www.browardsoe.org;
- ✓ Before arriving, study a sample ballot. You may bring a sample ballot with you to help cast your ballot quickly;
- ✓ Avoid touching your mouth or face inside the polling location to help maintain sanitation during the voting process;
- ✓ Limit discussion inside the polling location to help protect your fellow voters and poll workers; and
- ✓ Be mindful that Broward County has an ordinance requiring a face covering in all public places. You should bring a mask to vote; however, masks are available upon request at each polling location.